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**DEED ESTABLISHING THE**

**DAY BY DAY SUPERANNUATION FUND**

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The logo for Kelly & Co. Lawyers, featuring the text "Kelly & Co." in a serif font above the word "Lawyers" in a smaller, simpler font, all contained within a black square.

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THIS DEED is made on the date referred to in Item 1 of Schedule One hereto of STATE TAXATION - TIMBER  
SA STAMP DUTY PAID \$10.00  
ORIGINAL WITH 2 Copies  
DEED  
The person or persons referred to in Item 2 of Schedule One hereto situate at the address 11855  
referred to in Item 3 of Schedule One shall hereinafter be referred to as "Trustee". 16/10/2001

2. BACKGROUND INFORMATION

- 2.1 The Trustee is desirous of establishing a superannuation fund for the provision of superannuation benefits for certain persons in the event of their retirement from any business, trade, profession, vocation, calling, occupation or employment in which that Member is engaged and for the provision of superannuation benefits for Dependants for such Members in the event of the death of the Members and for such incidental and ancillary purposes as the Commissioner of Taxation, the Australian Prudential Regulation Authority ("APRA") or the Australian Securities & Investment Commission ("ASIC") or such other relevant governmental authority may from time to time approve.
- 2.2 It is intended by this Deed to establish a superannuation fund to be known by the name referred to in Item 4 of Schedule One hereto.
- 2.3 The Trustee has agreed to act as the first Trustee hereof upon the trusts and with and subject to the powers and provisions hereinafter expressed.

3. INTERPRETATION

3.1 Definitions

Unless the context otherwise requires, in these presents:

- (a) "Act" means the Income Tax Assessment Act 1997 and at other times means the Income Tax Assessment Act 1936;
- (b) "Actuary" means a person who is a Fellow or an Accredited Member of the Institute of Actuaries of Australia or another suitably qualified person recognised as an actuary pursuant to the Relevant Law or a firm of such persons which may be appointed by the Trustee to advise in relation to the Fund;
- (c) "Annuity" means a contract that provides for regular payments to an annuitant and which is deemed by the Relevant Law to be an annuity;
- (d) "Approved Deposit Fund" means an approved deposit fund within the meaning of the Relevant Law;
- (e) "Auditor" means the auditor for the time being appointed by the Trustee;
- (f) "Beneficiary" means a person presently entitled to receive a Benefit;
- (g) "Benefit" means any amount paid or payable by the Trustee pursuant to this Deed;
- (h) "Clause" means a clause in this Deed;
- (i) "Condition of Release" means a condition of release as defined in the Relevant Law;

- (j) "Contributions" means payments to the Fund by or in respect of a member to the Fund;
- (k) "Current Pension Liabilities" means current pension liabilities within the meaning of the Tax Legislation and is a reference to the liabilities that have been assumed by the Trustee to pay pensions;
- (l) "this Deed" means these presents and any authorised alterations, amendments and modifications thereto;
- (m) "Dependant" means a spouse (including a person who has lived with the Member on a bona fide domestic basis as the husband or wife of the Member) or child (including any adopted child, stepchild or ex-nuptial child) of a Member or any other person whom the Trustee may in the exercise of its absolute discretion determine to be dependent either wholly or in part on that Member at the time of the happening of the event in respect of which the Trustee make such determination or any person who has at such time a legal right to look to the Member for support;
- (n) "Eligible Person" means any person who is eligible to become a member of a Regulated Superannuation Fund under the Relevant Law;
- (o) "Employer" means a person or entity in relation to whom a Member is an "eligible employee" as defined in Section 82AAA of the Act;
- (p) "full time" in relation to a Member's employment has the meaning given that expression by SIS;
- (q) "Fund" means the Fund constituted by this Deed;
- (r) "Fund Year" means the period of twelve months ending on the thirtieth day of June in each year or such other annual period as the Trustee may determine from time to time to be applicable;
- (s) "gainful employment" in relation to a Member means the Member is employed or self-employed for earnings including business income bonuses commissions fees gratuities salary or wages;
- (t) "Guarantee Act" means the Superannuation Guarantee (Administration) Act 1992;
- (u) "Insurer" means any life insurance company recognised as such by the Life Insurance Act 1995 which underwrites or is requested to underwrite life insurance for the purposes of the Fund;
- (v) "Member" means a person who has been admitted to membership pursuant to Clause 10 and where the context requires includes a former Member;
- (w) "Member's Account" means an account in the Fund in the name of a Member established and maintained pursuant to Clause 8.2;
- (x) "part time" in relation to a Member's employment has the meaning given that expression by SIS;
- (y) "pension" is a reference to a contractual obligation on the part of the Trustee to make regular payments to a pensioner that is deemed by the Relevant Law to be a pension;

- (z) "Permanent Incapacity or Invalidity" in relation to a Member means ill-health (whether physical or mental), where the Trustee is reasonably satisfied that the Member is unlikely, because of ill-health, ever again to engage in gainful employment for which the Member is reasonably qualified by education training or experience;
- (aa) "Prescribed Agreement" means an agreement or award (including a consent award) that is certified or made by an employer industrial authority or a State industrial authority on or after 1 July 1986;
- (bb) "Regulated Superannuation Fund" means a superannuation fund which is a regulated superannuation fund within the meaning of the Relevant Law;
- (cc) "Relevant Law" means the Superannuation Industry (Supervision) Act 1993 ("SIS") and the Superannuation Industry (Supervision) Regulations and any other statute regulation or law relating to complying or regulated superannuation funds within the meaning of SIS as at the date of this deed;
- (dd) "Responsible Authority" means any one or more of the APRA, ASIC and the Commissioner of Taxation or any other governmental authority responsible for administering the laws regulations or any other rules governing the operation of or the availability of income tax concessions to superannuation funds;
- (ee) "Retirement Age" in relation to a Member means the retirement age prescribed by the Relevant Law;
- (ff) "Salary" means salary wages commissions bonuses fees allowances or gratuities paid to a Member and includes other earnings and any payment made to a Member by way of director's fee;
- (gg) "Sub Accounts" means the account (if any) established and maintained pursuant to Clause 8.3;
- (hh) "Tax" includes income tax, land tax, stamp duty, and any other tax impost or duty;
- (ii) "Trustee" means the Trustee for the time being of the Fund whether original or substituted;

### 3.2 Deed Governed by Law of State or Territory

This Deed shall be governed and construed and shall take effect in accordance with the laws of the State or Territory of principal residence of the Trustee.

### 3.3 Acts of Parliament

In this Deed unless the context otherwise requires a reference either generally or specifically to an Act of a Parliament of the Commonwealth or any State or Territory shall include any statutory notification, amendment to or re-enactment of such Act for the time being in force and any reference to any provision thereof is to that provision so modified, amended or re-enacted and any such reference shall also include any rules, regulations and orders made pursuant to any such Act.

### 3.4 Severance and Reading Down

- (a) If any provision of this Deed or any part thereof is void or invalid under the Relevant Law then such provision or part thereof shall be valid, binding and enforceable to the full extent permitted by the Relevant Law.
- (b) Each and every provision of this Deed and each and every part thereof shall unless the context otherwise necessarily requires be read and construed as a separate and severable provision and as separate and severable parts thereof so that if any provision or part thereof is severed in accordance with Clause 3.4(a) then such provision or part thereof as the case may be shall not only be severed but the remainder shall be read and construed as if the severed provision or part thereof aforesaid had not been contained in the Deed notwithstanding any consequential alteration to the meaning or construction of that provision or this Deed that may result from the severance.

## 4. CONSTITUTION OF THE FUND

### 4.1 Name of Fund

The name of the Fund shall be the name referred to in Item 3 of Schedule One.

### 4.2 Management of Fund

The Fund shall be managed, administered and applied in accordance with this Deed.

### 4.3 Purpose of the Fund

Either:

- (a) the Trustee shall be a sole trustee which is a constitutional corporation within the meaning of the Relevant Law; or
- (b) where the Trustee is not so constituted the primary purpose of the Fund shall be to provide old age pensions for the Members of the Fund upon their retirement from gainful employment and for any other purposes which may be permitted under the Relevant Law from time to time.

### 4.4 Separate Accounts

Separate accounts to the extent necessary or desirable for any purpose may be instituted and maintained for the purpose of managing administering and applying the Fund.

## 5. TRUSTEE

### 5.1 Number of Trustees

- (a) There may be any number of Trustees of the Fund whether natural persons or corporations subject at all times to any standard to the contrary prescribed by the Relevant Law.
- (b) A majority of Members may make rules subject to any standard to the contrary prescribed by the Relevant Law regarding the following matters:
  - the number of Trustees;

- the Chairman of Trustees;
- the continuity of office when there are less than the stipulated number of Trustees;
- meetings of Trustees;
- voting of Trustees;
- authentication of documents by Trustees; and
- any other matters concerning Trustees;

PROVIDED THAT any such rule shall be recorded in writing and signed by the Members and may be varied or rescinded by the Members at any time AND PROVIDED FURTHER that any such rule which shall be in conflict with the provisions of this Deed shall be void and of no effect;

- (c) In instances where there shall be more than one Trustee, the expression "Trustee" where it appears in this Deed shall mean:
- all the trustees; or
  - a single trustee; or
  - such trustees as are necessary to pass an effective resolution of Trustees, in accordance with the rules made by the Members pursuant to Clause 5.1(b);

as the case requires.

## 5.2 Appointment and Removal

- (a) The Members by a majority shall have the right from time to time to appoint and remove the Trustee subject at all times to the Relevant Law. A person shall only be eligible for appointment as a Trustee or as a director of a corporate Trustee if the person has consented in writing to the appointment.
- (b) A Trustee shall cease to be a Trustee if the Trustee:
- resigns the office by notice in writing to the Members; or
  - being a natural person, dies; or
  - being a natural person, becomes incapable of performing his duties hereunder; or
  - being a corporation enters into liquidation or a receiver or receiver and manager of the property of the Trustee appointed; or
  - is removed from office by the Members pursuant to the provisions of Clause 5.2(a) above; or
  - otherwise becomes a disqualified person within the meaning of the Relevant Law.



- (c) In the event of a vacancy in the office of Trustee occurring and not being filled within a period of sixty days, a new appointment may be made by a resolution of a majority of the Members.

### 5.3 Fund Vested in Trustee for the Benefit of Members

The Fund shall be vested in the Trustee upon the terms and conditions and subject to the trusts powers and authorities contained in this Deed and shall be managed administered and applied by the Trustee in accordance with the provisions of this Deed.

### 5.4 Powers of Trustee

In addition to the powers which the Trustee might by law have and which are otherwise granted to the Trustee by this Deed the Trustee shall have the following powers:

- (a) To enter into and execute all contracts, deeds and documents and do all acts, matters or things which the Trustee may deem expedient for the purposes of securing the benefits to be provided by or from the Fund and for otherwise effectuating and carrying out the Trust's authorities, powers and discretions conferred on the Trustee by this Deed;
- (b) To purchase or otherwise acquire and to sell or otherwise dispose of property rights or privileges of the Fund and to take property on lease for the purposes of the Fund and to lease out any property of the Fund which the Trustee is authorised to acquire or to dispose of on such terms and conditions as it shall think fit;
- (c) To appoint and at its discretion remove or suspend the Actuary, Auditor, any medical practitioner, investment manager, investment advisers, solicitors, custodian trustees, administration managers, secretaries, clerks, agents and other servants or appoint them for permanent, temporary or special services as it from time to time thinks fit determine the powers and duties to be delegated to them and fix their salaries or emoluments and require security and such insurances and to such amount as it may think fit and any person so employed or engaged shall be deemed for the purposes of this Deed to be employed or engaged by the Trustee;
- (d) To insure or reinsure any risks, contingencies or liabilities of the Fund, the Trustee and/or the Members or persons entitled to benefit under the Fund;
- (e) To institute, conduct, defend, compound or abandon any legal proceedings concerning the affairs of the Fund and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Fund;
- (f) To make and give receipts and releases and other discharges for money payable to the Fund and for the claims and demands of the Fund;
- (g) To open bank accounts and to retain on current or deposit account at any bank such money as it considers proper and to make regulations for the operation of such bank accounts including the signing and endorsing of cheques in connection therewith;
- (h) To determine who shall be entitled to sign on the Fund's behalf, receipts, acceptances, endorsements, releases, contracts and documents;

- (i) To pay benefits out of the Fund to persons entitled thereto;
- (j) In the case of the mental or physical ill-health or Incapacity of Members to pay or apply their benefit or entitlement or any part thereof at the Trustees discretion to or for the benefit of such person and the dependants of such person as the case may be without being responsible for seeing to the application of payments under this paragraph or payments made in exercise of any other power vested in the Trustee by this Deed;
- (k) To take and act upon the advice and opinion of any legal practitioner whether in relation to interpretation of this Deed or any other document or statute or as to the administration of the Trust hereof or upon the advice or opinion of any medical practitioner or any investment or financial adviser or any other professional person and whether obtained by them or not without being liable to any Members or dependants or legal personal representative in respect of any act done by them in accordance with such advice or opinion;
- (l) To make an election that the Fund is to become a regulated superannuation fund under the Relevant Law;
- (m) To do any act, matter or thing that the Relevant Law authorises or permits the Trustee to do notwithstanding any inconsistent provision or the absence of a specific power in this Deed;

PROVIDED HOWEVER that the Trustee in the exercise of any power hereby granted shall have regard to and conform with any standard prescribed by the Relevant Law.

#### 5.5 Appointment of Custodian Trustee or Investment Trustee

- (a) The Trustee shall have power to appoint from time to time such one or more persons, firms or companies as the Trustee may think fit to act as a custodian trustee or nominee subject to such conditions as the Trustee may from time to time determine and may delegate to and confer upon each such custodian trustee or nominee such powers, discretions and authorities relating to the custody, investment and valuation of that part of the Fund entrusted to it for custody or investment as the Trustee may think fit. The Trustee shall also have power as an expense of the Fund to pay any such custodian trustee or nominee such remuneration for services as the Trustee considers proper. The Trustee shall have the power to remove any custodian trustee or nominee at any time.
- (b) The powers of investment, selling, getting in, variation, transposal, underwriting and sub-underwriting referred to in Clause 9 may be exercised and carried out either by the Trustee or by one or more custodian trustee or nominee as aforesaid or partly by one and partly by such other method as the Trustee may from time to time determine.

#### 5.6 Liability of Trustee

- (a) Subject to Clause 5.6(c) a Trustee shall not incur any personal liability for anything done or omitted to be done by the Trustee as a Trustee except in respect of any fraud or wilful misconduct on the part of such Trustee.
- (b) A Trustee shall not in any circumstance be entitled to Indemnity, reimbursement or recompense from any Member or Beneficiary and no

Member or Beneficiary shall be liable for the debts or other obligations of the Fund.

- (c) The Trustee may not be exempted from liability under Clause 5.6(a) if to be so exempted would be contrary to anything contained in the Relevant Law.

#### 5.7 Indemnity

- (a) The Trustee shall be entitled to be indemnified out of the assets for the time being comprising the Trust Fund against liabilities incurred by the Trustee in the execution or attempted execution or as a consequence of the failure to exercise any of the trusts, authorities, powers and discretions hereof or by virtue of being a Trustee provided however that the Trustee may not be indemnified where to be indemnified would be contrary to anything in the Relevant Law.
- (b) A reference to "the Trustee" in Clause 5.7(a) shall be interpreted as including a reference to any person who is a director of the Trustee.

### 6. APPOINTMENT OF AUDITOR/ACTUARY

#### 6.1 Auditor/Actuary

The Trustee may from time to time appoint at the expense of the Fund the following persons as and when required whether by any standard prescribed by the Relevant Law or otherwise at such remuneration and on such other terms and conditions as the Trustee may determine:

- (a) An auditor; or
- (b) An actuary; or
- (c) Any other persons the Trustee considers desirable for the proper management of the Fund.

#### 6.2 Statement of Assets and Income

The Trustee shall in each Fund Year cause to be prepared an income and expenditure account and statement of assets of the Fund in accordance with standard accounting practice and subject to the requirements and preferences of any applicable accounting standards which accounts shall be audited by the auditor within such time as may be prescribed by the Relevant Law. The auditor shall have access to all papers accounts and documents connected with the Fund and shall report in writing to the Trustee the result of such audit.

#### 6.3 Lodgement of Returns

The Trustee must lodge with the relevant Responsible Authority all returns, certificates, audit report and other information which may be required from time to time under the Relevant Law.

### 7. RECORDS AND FINANCIAL STATEMENTS

#### 7.1 Receipt and Payment of Money

Money of the Fund may be banked upon receipt to the credit of an account in the name of the Fund kept with any branch of any bank or building society or similar financial institution determined from time to time by the Trustee or may be applied

by the Trustee in such other manner as may from time to time appear appropriate. All payments out of the Fund shall be made by cheque or order signed in such manner as shall be determined by the Trustee.

## 7.2 Records and Accounts to be Kept

The Trustee shall:

- (a) Keep account of all money received for and disbursed from the Fund and of all dealings in connection therewith;
- (b) Keep appropriate records and accounts, in proper order, and make suitable arrangements for their custody and for custody of documents relating to Fund investments;
- (c) Prepare as soon as is practicable after the end of each Fund Year a balance sheet or statement of financial position and any other financial report of the Fund it deems relevant and appropriate as at the end of that Fund Year;
- (d) Procure the Fund accounts to be audited as and when required and shall prepare and lodge income tax returns and APRA annual returns as and when required.

## 7.3 Information for Members

The Trustee shall supply such information and reports and provide copies of any documents and records to the Members as may be required by the Relevant Law which may include information reports documents and records:

- (a) For new or prospective Members of the Fund;
- (b) Concerning any event in relation to the Fund that the Trustee reasonably believes the Members would reasonably expect to be informed of;
- (c) On termination of a Member's membership of the Fund;
- (d) Relating to the Fund generally in respect of each Fund Year; and
- (e) To Members relating to each Member's benefits and entitlements and the Fund generally in respect of each Fund Year.

## 8. ACCOUNTS

### 8.1 General

The Trustee shall establish the following accounts:

- (a) A Member's Account in respect of each Member;
- (b) A Sub Account (if any) for each Member in respect of whom an Employer has been admitted to make Contributions; and
- (c) A Foregone Benefits Account.

### 8.2 Member's Account

The following amount shall be either debited or credited as appropriate to the Member's Account:

- (a) Contributions to the Fund by the Member;
- (b) Amounts transferred to the Fund from another Regulated Superannuation Fund;
- (c) Any amounts appropriated in accordance with Clause 8.5;
- (d) Amounts paid by way of Benefit from this account or applied in the purchase of an annuity in respect of the Member or transferred to another Regulated Superannuation Fund in respect of the Member;
- (e) Amounts payable to the Fund or an Employer pursuant to Clause 12.8;
- (f) Any Contributions to the Fund by an Employer in accordance with a Prescribed Agreement and or in amounts that do not exceed the minimum amounts required by the Guarantee Act so that the Superannuation Guarantee Charge imposed by that Act is not payable;
- (g) Amounts transferred to or from the Foregone Benefits Account;
- (h) Premiums on any policy of life assurance effected to provide benefits in the event of the death or disability of a Member;
- (i) Amounts arising from the proceeds of any policy of life assurance;
- (j) Any tax duty or impost paid out of the Fund including tax paid in accordance with Clause 8.7; or
- (k) Amounts paid to satisfy the expenses of the Fund pursuant to Clause 11.2.

### 8.3 Sub Accounts

The Trustee may maintain sub accounts within each Member's Member Account on such basis as it may consider appropriate including for the purposes of differentiating between benefits funded by the Member and Eligible Contributors, preserved and non-preserved benefits for identifying minimum benefits within the meaning of the Relevant Law, identifying those assets or amounts which are funding Current Pension Liabilities in respect of the Member and for enabling more than one pension to be arranged in respect of the Member.

### 8.4 Foregone Benefits Account

The Trustee shall maintain an account, called the Foregone Benefits Account, to which shall be credited any amount forfeited pursuant to Clause 12.9. The amount standing to the credit of the Foregone Benefits Account shall be applied by the Trustee within the period prescribed by the Relevant Law (if any) or otherwise as and when the Trustee may determine, for:

- (a) The provision of benefits for other Members or their Dependants; or
- (b) The provision for other Members or their Dependants who have rights to receive benefits from the Fund of additional benefits on a basis that the Responsible Authority is satisfied is reasonable having regard to all the circumstances; or

- (c) Any other purpose that may be permitted by the Relevant Law or by the Relevant Authority from time to time.

#### 8.5 Application of Income/Loss and Unrealised Gains/Losses

- (a) In the event that a Benefit becomes payable to a Member the Trustee shall determine, after account has been taken of any Tax paid or payable, an amount comprising income or losses of the Fund and an amount representing unrealised profits or losses in the event of a revaluation pursuant to Clause 8.6 in respect of the period since the end of the most recent Fund Year. The Trustee shall determine the Member's share of such amount and shall apportion and credit that amount between the Members Account and the Sub-Account, if appropriate;
- (b) As at the end of each Fund Year the Trustee shall appropriate after account has been taken of any Tax paid or payable the balance of the income or losses of the Fund together with any amount representing unrealised profits or losses on a revaluation pursuant to Clause 8.6 an amount to the Sub Account (if any) and Member's Account in respect of each Member. The method of apportionment shall be determined by the Trustee so as to be convenient of application and so as to be equitable between all Members having regard to the mean of the balances of those accounts at the beginning and end of the relevant Fund Year.

#### 8.6 Assets of Fund may be Valued Annually

The assets of the Fund may if the Trustee so determines be revalued as at the end of each Fund Year and at such other times as the Trustee may consider appropriate on such a basis as the Trustee shall determine.

#### 8.7 Tax

If the Trustee becomes liable for Tax in respect of the contributions to the Fund or any earnings of the Fund the Trustee may deduct such amount of Tax assessed out of the income of the Fund and if the income of the Fund from time to time is insufficient to make payment of the amount assessed the Trustee may debit each Member's Member Account or Sub Account on whatever basis the Trustee considers to be fair and reasonable so as to satisfy in full all the tax assessed.

### 9. INVESTMENTS

#### 9.1 The Assets

The following property and the property for the time being representing the same and the income therefrom shall constitute the assets of the Fund, namely

- (a) Contributions;
- (b) Any assets transferred to the Trustee in accordance with Clause 10.3;
- (c) Any other monies or assets received or receivable by the Trustee for the purposes of the Fund.

#### 9.2 Investment Strategy

Subject to the Relevant Law the Trustee shall formulate and give effect to a written investment strategy having regard to the whole of the circumstances of the fund including but not limited to:

- (a) The risk involved in making holding and realising and the likely returns of the Fund's investments having regard to its objectives and expected cash flow requirements;
- (b) The composition of the Fund's investments including the extent to which the investments are diverse or involve the Fund in being exposed to risks from inadequate diversification;
- (c) The liquidity of the Fund's investments having regard to its expected cash flow requirements; and
- (d) The ability of the Fund to discharge its existing and prospective liabilities.

### 9.3 Derivatives

If the Trustee invests in what is known as derivative investments the Trustee shall regularly review the Fund's investment strategy and risk management policies and shall implement satisfactory risk management practices by way of a risk management statement prepared in accordance with the Relevant Law and any guidelines issued by the Responsible Authority from time to time.

### 9.4 Investments Authorised

So much of the monies forming part of the Fund from time to time as shall not be required immediately for the payment of Benefits or other amounts authorised by this Deed shall, subject to the conditions contained below, be invested as soon as practicable by and under the control and in the name of the Trustee for the purpose of maximising the assets of the Fund and the Benefits payable to the Members and their Dependants in any of the following investments:

- (a) Any investment for the time being authorised by the laws of the Commonwealth of Australia or any State or Territory thereof for the investment of trust funds;
- (b) A deposit with any company, building society, trust, fund, person or partnership with or without security and at the rate of interest and upon terms which the Trustee may deem expedient PROVIDED HOWEVER that any such deposit made with the Trustee or any Employer shall only be made in accordance with the Relevant Law;
- (c) The purchase or acquisition in any way of shares and stock (of any class or description) and of all or any type of bonds, mortgages or debentures in or of any building society, trust or fund or any company incorporated in any part of the world and whether or not carrying on business in Australia and whether the shares or stock be fully or partly paid up and of any notes, options or other like securities issued by any of those companies or societies and whether secured or unsecured, registered or unregistered;
- (d) Any mortgage of or charge on any personal property;
- (e) Any policy of assurance whether for life or any form of disability or any annuity contract whether by proposal, purchase or otherwise, and any choses in action, interest for life or any lesser terms or in reversion and howsoever arising;

- (f) The purchase or acquisition of any real or personal property whether absolutely or an unencumbered share or interest and in effecting repairs maintenance or improvements to such property;
- (g) Any securities or bonds of any government semi-governmental body or public authority;
- (h) Any bill of exchange promissory notes or other negotiable instrument;
- (i) The purchase or acquisition of any interest either jointly or in partnership or in any unit of interest;
- (j) Any other investments which the Trustee could make if acting personally and not as the Trustee;

PROVIDED THAT no monies or assets of the Fund shall be invested contrary to the Relevant Law.

#### 9.5 Power to Sell and Vary Investments

The Trustee shall have power as the Trustee deems fit to sell any investments and to vary and transpose any investments into other investments authorised by this Deed PROVIDED THAT:

- (a) The Trustee shall not invest in loans to Members; and
- (b) No investment shall be encumbered or charged otherwise than in accordance with Clause 9.6.

#### 9.6 Borrowing

The Trustee may borrow money up to such amount as the Trustee thinks proper and may secure the payment or repayment thereof by charge or mortgage over all or any of the assets of the Fund or in any such other manner as it shall think fit but only to obtain temporary finance by way of overdraft from such bank or institution and only as the Relevant Law may permit.

### 10. ENTRANCE TO FUND

#### 10.1 Eligibility

Membership of the Fund is confined to Eligible Persons.

#### 10.2 Admission of Members

An Eligible Person may become a Member by completing an application in such form as may from time to time be acceptable to the Trustee. The Trustee may require the Member to complete a nomination of beneficiary form or some other like nomination which requires the Member to nominate the person or persons who shall benefit in the event of the Member's death.

#### 10.3 Transfer from Another Fund

The Trustee may with the consent of the Employer (if any) make such arrangements as it thinks proper with any Member, the trustee of any Regulated Superannuation Fund or Approved Deposit Fund of which the Member was or is a member or with any life insurance company in respect of a deferred annuity policy owned by the Member or any of them for any transfer of any assets to the Fund and



may make such arrangements about any other matter which in the opinion of the Trustee is incidental to or consequent upon the admission of such Member to Membership of the Fund PROVIDED THAT if a Regulated Superannuation Fund, Approved Deposit Fund or life insurance company from which such assets are transferred is one in which the payment of benefits is required by the Relevant Law to be deferred until the attainment of a particular age or the occurrence of a Specified Event then the Member shall not be entitled to receive from the Fund any part of a benefit that is attributable to those assets at a date earlier than the Relevant Law permits.

#### 10.4 Members and Beneficiaries to Provide Information

- (a) Every Member and Beneficiary when requested by the Trustee shall furnish any information the Trustee shall deem necessary for the purposes of any investigation or otherwise in connection with the Fund and shall submit to medical examinations as required by the Trustee by a registered medical practitioner nominated by the Trustee. If a Member or Beneficiary falls to comply with the provisions of this Clause the Trustee may suspend the payment of any Benefit until the Member or Beneficiary has so complied; and
- (b) Where the information furnished by or in respect of a Member or Beneficiary in any statement submitted to the Trustee is incorrect in any material particular the Benefits paid to, or in respect of such person shall be adjusted to such amounts as shall be determined by the Trustee.

#### 10.5 Member Bound by Deed

Notwithstanding that a Member may have failed to make any declaration contained in the application form referred to in Clause 10.2 a Member shall by virtue of becoming a Member be deemed to have agreed to be bound by this Deed.

#### 10.6 Spouse Membership

The Trustee may admit an applicant who is a Spouse (as defined in the Relevant Law) of a Member to Membership of the Fund.

#### 10.7 Fund to be an Excluded or Self-Managed Superannuation Fund

- (a) The Trustee shall do all such actions and do all such things as may be necessary to establish and maintain the Fund as an excluded or self-managed superannuation fund (within the meaning of the Relevant Law) and to ensure that the Fund is not a public offer fund (within the meaning of the Relevant Law).
- (b) So as to ensure that the Fund does not constitute a public offer fund the Trustee:
- shall not be entitled to receive any commission remuneration or reward from the Fund;
  - shall limit the number of Members in the fund at any one time to not more than four (4).

## 11. CONTRIBUTIONS AND EXPENSES

### 11.1 Member and Employer Contributions

- (a) Contributions by each Member for the benefit of the Member shall be of such amount or at such rates as shall be agreed upon by the Member and the Trustee from time to time;
- (b) The Spouse of a Member may, with the consent of the Member and the Trustee, make Contributions to the Fund in respect of that Member notwithstanding that the said Spouse may also be a Member of the Fund in their own right.
- (c) The Trustee may accept Contributions by an Employer in respect of a member at such times and in such manner as the Trustee deems appropriate from time to time;
- (d) Notwithstanding any other provision of this Deed the Trustee shall not accept contributions by or in respect of a Member unless the Contributions are authorised by the Relevant Law.

### 11.2 Expenses

All expenses incurred in the management of the Fund shall be paid by the Trustee by firstly debiting the income of the Fund and secondly if there is insufficient income of the Fund by making a debit pro rata to the balances of the Member's Accounts of each of the Members.

## 12. BENEFITS

### 12.1 Occurrence of Condition of Release

Upon the occurrence of a Condition of Release in relation to a Member the Member's Benefit may become payable in whole or in part (subject to such limitations as may be prescribed by the Relevant Law). The amount of the Member's Benefit, in the event of a Benefit being paid, shall be calculated as an amount not exceeding the amount standing to the credit of the Member's Member Account and the Trustee may:

- (a) Pay the Benefit to the Member in a lump sum; or
- (b) Apply the Benefit to the acquisition of an annuity; or
- (c) Apply the Benefit to the payment of a pension for the Benefit of the Member in accordance with Clause 12.11

EXCEPT THAT in the event that Clause 4.3(b) applies and the Member has reached retirement age within the meaning of the Relevant Law the Trustee may only apply the Member's Benefit to or for the benefit of the Member in accordance with Clauses 12.1(b) or 12.1(c)

### 12.2 Retirement Age

In the event of a Member reaching the Retirement Age a Benefit shall become payable calculated as the total of the Member's Account and the Sub Account (if any) in respect of that Member and at the request of the Member the Trustee shall

pay or apply the Member's Benefit to or for the Member in one or more of the following ways:

- (a) Pay to the Member the Benefit in a lump sum; or
- (b) Apply the Benefit to the purchase of an annuity or annuities in the name of and for the benefit of the Member; or
- (c) Apply the Benefit to the payment of a pension for the benefit of the Member in accordance with Clause 12.11;

EXCEPT THAT in the event that sub-Clause 4.3(b) of this Deed applies the Trustee may only apply the Member's benefit to or for the benefit of the Member in accordance with sub-Clauses 12.1(b) or 12.1(c).

### 12.3 Permanent Incapacity or Invalidity

A Member whose gainful employment is terminated on the grounds of a Permanent Incapacity or Invalidity shall be entitled to the total of that Member's Account balance and the Sub Account (if any) in respect of that Member and at the request of the Member the Trustee may:

- (a) Pay to such Member the total of the Sub Account (if any) and the whole of the Member's Account Balance in a lump sum; or
- (b) Determine to apply the total of the Sub Account (if any) and the whole of the Member's Account Balance to purchase an annuity or annuities for the benefit of such Member; or
- (c) Determine to pay to the Member the total of the Sub Account (if any) and the whole of the Member's Account Balance as a pension in accordance with Clause 12.11.

### 12.4 Death

If a Member should die the Benefit payable shall be the total of that Member's Account balance and the Sub Account (if any) in respect of the Member and the Trustee may, subject to the terms of any valid notice from the relevant Member to apply the Benefit in to a particular person or persons or the legal personal representative of the Member, in its absolute discretion:

- (a) Pay the total of the Sub Account (if any) and the whole of the Member's Account Balance in a lump sum to the Dependants of the deceased Member; or
- (b) Determine to apply the total of the Sub Account (if any) and the whole of the Member's Account Balance to purchase an annuity or annuities for the benefit of the Dependants of the deceased Member; or
- (c) Determine to pay the total of the Sub Account (if any) in respect of that Member and the whole of the Member's Account Balance as a pension for the benefit of the spouse of the deceased Member in accordance with Clause 12.11 hereof;

PROVIDED ALWAYS that if the deceased Member shall have more than one Dependant then the Trustee may in its absolute discretion pay or apply the Benefit as aforesaid to the Dependants or any one or more of them exclusively of the other or others in such proportions as the Trustee shall

deem fit PROVIDED FURTHER that in the event of the Trustee being in any doubt as to who may be the Dependant or Dependents of the deceased Member or if there are no Dependents then the Trustee may in the Trustee's absolute discretion determine to pay the whole or any remaining portion of the Benefit to the legal personal representatives of the deceased Member AND PROVIDED FURTHER the Trustee may in its absolute discretion increase the Benefit payable to either the Dependents or legal personal representatives of the deceased Member by any amount equivalent to such amount (if any) which is a taxation deduction to the Fund by reason of the application of Section 279D of the Act.

#### 12.5 Unrestricted Non-Preserved Benefits

In the event that any unrestricted non-preserved benefits (within the meaning of the Relevant Law) are held in the Fund in respect of a Member being benefits transferred to the Fund in accordance with Clause 10.3 or otherwise such benefits may be paid to the Member and payment shall be made in accordance with Clause 12.13.

#### 12.6 Preservation

Where the Relevant Law provided that payment of all or part of a Benefit shall not be made to a Member prior to that Member attaining a particular age or until the occurrence of a Condition of Release then that portion of the Benefit shall be preserved in the Fund for as long as the Relevant Law requires unless it is transferred in accordance with Clause 15 PROVIDED THAT no such transfer shall be made unless the same restrictions on payments to the Member are imposed by the fund to which the transfer is made by the Fund. If the Member dies prior to payment or transfer of the Benefit then it shall be paid in accordance with Clause 12.4. A Benefit the payment or transfer of which is deferred hereunder shall continue to participate in earnings of the Fund as if constituted in the Member's Member Account.

#### 12.7 Withdrawal from Part Time or Full Time Employment

Notwithstanding any other provision of this Deed but subject at all times to the Relevant Law the Trustee may at the request of a Member who is neither part time nor full time employed but who has not retired from the workforce accept Contributions in respect of the Member for a period of up to two years from the last point at which the Member was so employed or for such longer period as may be permitted under the Relevant Law.

#### 12.8 Monies Owing to Fund or an Employer

Where a Member at the time of cessation of Membership owes any monies to the Fund or to an Employer (if any) including any Contributions paid in advance by an Employer on the Member's behalf to the Trustee and not recovered by the Employer by deduction from the Member's wages or salary, the Trustee may deduct from that portion (if any) of the Benefit payable to or in respect of the Member that has not vested in the Member, monies (including the costs of any prosecution or civil proceedings and interest on those monies and costs at the compound rate of interest of five per centum (5%) per annum and pay such monies to the Fund or to the relevant Employer (if any) as the case may be, with priority to the Fund PROVIDED THAT at all times such a deduction or payment is authorised by the Relevant Law.

## 12.9 Forfeiture of Benefits

### (a) Any Member or Beneficiary:

- who assigns or charges or attempts to charge any Benefit; or
- whose Benefit whether by voluntary act, operation of law (other than under the Bankruptcy Act) or otherwise becomes payable to or vested in any other person, company, government or other public authority; or
- who (subject to reasonable enquiries having been made by the Trustee) cannot be located and whose Dependants cannot be located by the Trustee or who dies and no grant of Probate or Letters of Administration shall have been made in respect of the estate of such Member within twelve (12) months of the date of such Member's death;

shall forfeit such Benefit PROVIDED THAT this sub-clause 12.9(a) shall not have the effect of forfeiting any Benefit or entitlement where the Member has already become presently entitled to that Benefit or entitlement as against the Trustee.

- ### (b) The Trustee shall credit all Benefits forfeited pursuant to Clause 12.9(a) to the Foregone Benefits Account and such Benefits shall be applied in accordance with Clause 8.4.

## 12.10 Deduction of Tax from Benefit

The Trustee may deduct from any Benefit or payment under this Deed any tax or duty payable from or in respect of the same whether by the Beneficiary, the Fund or the Trustee in its capacity, and may pay the tax or duty to the Relevant Authority. The Beneficiary shall be entitled to receive only the net Benefit or payment after tax.

## 12.11 Benefits Payable by Pension

The payment of a Benefit as a pension pursuant to sub-clauses 12.1(c), 12.2(c), 12.3(c) and 12.4(c) may be paid through any of the following pension formats (subject to Clause 12.11(e)) or such other style of pension that may be authorised by the Relevant Law from time to time:

### (a) Life time pension

A pension may be arranged as a life time pension which shall have the following features:-

- (i) the pension shall be payable at least annually throughout the life of the Member;
- (ii) the Trustee may in its discretion determine the pension continue to be paid upon the death of the Member to a reversionary beneficiary throughout the reversionary beneficiary's life but if the reversionary beneficiary is a minor the pension shall be paid at least until his or her 16<sup>th</sup> birthday and if the reversionary beneficiary is a full-time student at age 16 at least until his or her 25<sup>th</sup> birthday or cessation of full-time studies (whichever occurs first);

- (iii) the size of payments of the pension in a year shall be determined by the Trustee having regard to the advice of the Actuary given in accordance with Clause 12.11(k) and subject to a commutation that may be required to pay a superannuation contributions surcharge;
- (iv) if the inflation rate prescribed by the Relevant Law is not negative then the pension payable in a year shall be not less than the sum payable in the immediately preceding year (annualised if necessary);
- (v) if the inflation rate prescribed by the Relevant Law is negative then the pension payable in a year shall not be less than the said negative rate applied to the sum payable in the immediately preceding year (annualised if necessary);
- (vi) the pension shall not have a residual capital value otherwise than as authorised by the Relevant Law at the time and any amount that remains to the credit of the Members Account of the Member at the time of termination of the pension that is not applied by way of residual capital value shall be forfeited as against the said pensioner and shall be credited to the Foregone Benefits Account;
- (vii) the pension may be commuted but only as allowed by the Relevant Law which circumstances may include the purchase of a pension satisfying the requirements of Clause 12.11(b) (fixed term pension);
- (viii) any reversion of the pension authorised by this Clause 12.11(a) shall not exceed the amount of pension that would otherwise had been paid to the previous pensioner;
- (ix) any commutation or residual capital value of the pension that is authorised by this Clause 12.11(a) and the Relevant Law shall not exceed the lesser of the credit in the Member's Member Account and the amount (if any) that may be authorised under the Relevant Law.

(b) Fixed term pension

A pension may be arranged as a fixed term pension which shall have the following features:-

- (i) the commencement date of the pension ("the commencement date") shall be the day when the Member becomes entitled to be paid the pension;
- (ii) the Member must have already attained the pension age within the meaning of the Relevant Law as at the commencement date;
- (iii) the pension shall be paid at least annually to the Member:-
  - (A) if the life expectancy (within the meaning of the Relevant Law) of the Member on the commencement date is less than 15 years, for a fixed term of the said life expectancy rounded up to the next whole number of years; or

- (B) if the said life expectancy is 15 years or more for a fixed term determined by the Trustee not being less than 15 years but not more than the period of the life expectancy rounded up to the next whole number of years;
- (iv) the size of payments of pension in the first year after the commencement date shall be determined by the Trustee having regard to the advice of the Actuary given in accordance with Clause 12.11(k) and the first such payment shall relate to the period commencing on the commencement date;
- (v) subject to sub-clause 12.11 (b) (vi) the size of payments of pension after the first year as prescribed by paragraph (d) shall not be less than the sum payable in the immediately preceding year and shall not be increased by a percentage rate greater than may be prescribed by the Relevant Law from time to time;
- (vi) subject at all times to the requirements of the Relevant Law, the requirement in sub-clause 12.11 (b) (v) may be varied by the trustee in its absolute discretion on the advice of the Actuary
- (vii) the pension payments made in accordance with this Clause 12.11(b) may only be varied to allow commutation that may be required to pay a superannuation contributions surcharge;
- (viii) the pension shall not have a residual capital value otherwise than is authorised by the Relevant Law at the time and any amount that remains to the credit of the Member's Account of the pensioner at the time of termination of the pension that is not applied by way of residual capital value shall be forfeited as against the Member and shall be credited to the Forgone Benefits Account;
- (ix) the pension may be commuted but only as allowed by the Relevant Law which circumstances may include the purchase of a pension satisfying the requirements of Clause 12.11(a) (lifetime pension) or payment by way of commutation upon the death of the pensioner;
- (x) any reversion of the pension authorised by this Clause 12.11(b) shall not exceed the amount of the pension that would otherwise have been paid to the previous pensioner.
- (c) Allocated pension

A pension may be arranged as an allocated pension which shall have the following features:

- (i) the pension may be payable monthly in arrears or on such other terms as determined by the Trustee provided the payment is made at least annually EXCEPT THAT where the date of the commencement of the pension is on or after the 1<sup>st</sup> day of April in a year the Trustee shall not be required to make a pension payment prior to 30 June in that year;
- (ii) the size of payments of the pensions in a year shall be determined by the Trustee having regard to the advice of the Actuary given in

accordance with 12.11(k) and payments in respect of a year, except by way of commutation, shall not be larger or smaller in total than respectively the maximum and minimum amounts calculated in accordance with the Relevant Law;

- (iii) the pension may be payable to a reversionary beneficiary;
- (iv) the pension may be commuted and a residual capital value may be payable by the Trustee subject to all times to the requirements of the Relevant Law.

(d) Fixed benefit payment pension

A pension may be arranged as a fixed benefit payment pension which shall have the following features;

- (i) the pension may be payable monthly in arrears or on such other terms as determined by the Trustee provided that a payment is made at least annually;
- (ii) subject to paragraph (c) the size of payments of the pension in a year shall be determined by the Trustee having regard to the advice of the Actuary given in accordance with Clause 12.11(k);
- (iii) the size of payments of pension (not including payments by way of commutation) after the first year shall not be increased by an amount greater than the average rate of increase in the Consumer Price Index (within the meaning of the Relevant Law) in the 3 years preceding the year;
- (iv) the pension may be payable to a reversionary beneficiary provided that the pension payable to the reversionary beneficiary does not exceed the amount of the pension that would otherwise have been paid to the previous pensioner;
- (v) a residual capital value of the pension may be payable by the Trustee subject at all times to the requirements of the Relevant Law;
- (vi) the pension may be commuted on such terms as the Trustee may determine EXCEPT THAT the amount able to be commuted shall not exceed the lesser of the credit in the Member's Member Account and the sum determined by applying the appropriate pension valuation factor determined in accordance with the Relevant Law to the pension.

(e) Rules applicable to all pensions

Any pension payable in accordance with this Clause 12.11 shall be subject to the following Rules:

- (i) the pension may not be transferred or assigned to another person unless such transfer or assignment is authorised by the Relevant Law; and
- (ii) the capital value of the pension and the income from it cannot be used as security for a borrowing.



## (f) Other features

Subject to the specific requirements of Clauses 12.11(a), 12.11(b), 12.11(c) and 12.11(d) as the case may be a pension may be payable on such other basis or from such portion of the Member's Benefit or assets which have been segregated as representing the Member's Benefit as the Trustee may determine having regard to matters such as the level of benefits, the Member's pension or lump sum reasonable benefit limits, whether or not a residual capital value and commutation entitlement are to be paid or payable and whether there shall be a reversion of entitlement to a Dependant in the event of death of the Member and upon commencing the pension in accordance with Clause 12.11 the Trustee may record in writing the contractual terms and conditions applicable to the pension which it has determined to pay.

## (g) One or more pensions

The Trustee may commence more than one pension in respect of a Member whether at the same time or different times and each such pension shall be arranged and paid just as if it were the only pension to be paid from the Fund in respect of the Member.

## (h) Actuarial Advice

(i) in the event of the commencement of a defined benefit pension the Trustee shall obtain advice from the Actuary as to the various benefit design features of the pensions that are available and the pension amounts that would be payable in the first year having regard to the Member's Member Account balance, the type of pension and the benefit design features available in respect of each type of pension.

(ii) Within 12 months of the commencement of a defined benefit pension and within every 12 months period thereafter during which the liability to pay the pension remains on foot the Trustee shall obtain a certificate from the Actuary in accordance with the requirements of the Relevant Law.

## 12.12 Benefits Payable by Lump Sum

The payment of a Benefit as a lump sum pursuant to Clauses 12.1(a), 12.2(a), 12.3(a) and 12.4(a) shall be made by the Trustee as soon as reasonably practicable after the Benefit has become payable.

## 12.13 Voluntary and Compulsory Payments of Benefits

In the event that a Member becomes entitled to be paid a Benefit the Member, subject to the Relevant Law may elect not to be paid and the Trustee from that time may in its absolute discretion pay or apply the Member's Benefit either in whole or in part (having regard to any request or direction that may have been made by the Member) to or for the benefit of the Member at any time in one or both of the ways specified in sub-clause 12.2(b) or 12.2(c) EXCEPT THAT the Member's Benefit must be paid or applied in full after the occurrence of any of the following events:

(a) When having reached age 65 but not age 70 the Member ceases gainful employment on either a full time or part time basis;

- (b) When the Member has attained age 70 and is not gainfully employed on a full time basis; or
- (c) When the Member dies in which case the Member's Benefit shall be paid in accordance with Clause 12.4.

#### 12.14 Benefits Other Than in Cash

The Trustee may with the agreement of a Member or Dependant to whom a Benefit is payable transfer or vest in the Member any of the property of the Fund where such property is equivalent in value to the Benefit payable and the Trustee in determining the value to be attributed to such property may take whatever steps may be necessary to determine the true, fair and reasonable market value for that property at the time of distribution PROVIDED THAT the payment of a Benefit by way of transfer is authorised by the Relevant Law.

#### 12.15 Limit on Member's Benefit

Notwithstanding any other provision of this Deed no Member's vested entitlement under this Deed shall exceed the Member's lump sum reasonable benefit limit ("LSRBL") within the meaning of the Income tax legislation other than benefits which are comprised of minimum benefits (within the meaning of the Relevant Law) in respect of the Member and in the event that the benefits accumulated in the Member's Member Account would be liable to be assessed as being in excess of the Member's LSRBL that excess (to the extent it is not represented by minimum benefits) shall be held as a non-vested accumulation in respect of the Member and when the Member's Benefit becomes payable or available to be applied for the Member's Benefit the Trustee may in its absolute discretion pay that excess in whole or in part for the benefit of the Member and to the extent that the said excess is not so paid or applied the excess shall be forfeited as against the Member and applied to the Foregone Benefits Account to then be applied in accordance with Clause 8.4.

### 13. ALTERATION OF THE DEED

#### 13.1 Power to Amend

The Trustee may from time to time alter, amend, add to, delete or modify any of the provisions of this Deed by deed provided that no amendment pursuant to this Clause shall:

- (a) vary the main purpose of this Deed namely to establish a Regulated Superannuation Fund and to provide benefits to Members on retirement or to the Dependents of a Member in the event of death before retirement of the Member; or
- (b) have the effect of reducing any benefits that have accrued or have become payable to a Member before the amendment taking effect EXCEPT THAT where such reduction is required by reason of any tax payable on income of the Fund, where such reduction is to enable compliance with the Relevant Law, where the affected Members have approved of the reduction in writing or where the Relevant Authority has approved the reduction in writing.

#### 13.2 Amendments subject to Relevant Law

Notwithstanding anything in this Clause 13, this Deed may not be amended if that amendment would be contrary to the Relevant Law.

### 13.3 Exclusion of the Trustee Act

Section 35B of the Trustee Act 1936, as amended from time to time shall not apply to this Deed.

## 14. WINDING UP OF FUND

If at any time there shall be no Members and no Beneficiaries then the Fund shall thereupon be wound up by the Trustee transferring the balance of investments remaining (if any) after allowance for any expenses expected to be incurred in winding up the Fund to the last person who was a Member or to the Dependants or estate of such Member in such proportion as the Trustee may in the absolute discretion of the Trustee determine and upon completion of such transfer and payment of all final expenses the Fund shall ipso facto cease and determine PROVIDED THAT if any payment of Benefits provided for by this Clause is otherwise required by the Relevant Law or under Clause 12.6 to be deferred until the attainment of a particular age or the occurrence of a Condition of Release (within the meaning of the Relevant Law) then the Member shall not be entitled to receive from the Fund any part of such Benefit and the Trustee shall make any of the following arrangements with respect to the Benefits required to be deferred:

- 14.1 Transfer the Benefits to another Regulated Superannuation Fund nominated by the Member PROVIDED THAT that fund does not permit the payment of the Benefit prior to the attainment of the particular age or the occurrence of a condition of release;
- 14.2 Purchase a Roll-over Annuity within the meaning of that term in Section 27A(1) of the Act nominated by the Member with Benefits commencing no earlier than the particular age or on the occurrence of a condition of release; or
- 14.3 Transfer the Benefit to an Approved Deposit Fund nominated by the Member if that fund does not permit the payment of the Benefit prior to the attainment of the particular age or the occurrence of a condition of release.

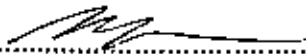
PROVIDED ALWAYS that this Fund shall cease and determine within the shorter of the date eighty (80) years from the date hereof and the period commencing on the date hereof and ending on the last day of the period of twenty one (21) years after the death of the last survivor of the descendants now living of Her Majesty Queen Elizabeth the Second of England.

## 15. TRANSFER OF BENEFITS TO ANOTHER ARRANGEMENT

If a Member becomes eligible to join another Regulated Superannuation Fund the Trustee may if requested by the Member in lieu of part or all of any other benefit to which the Member may become or become entitled under this Deed transfer to the trustees of such superannuation fund such portion of the assets of the fund as the Trustee in its discretion determines but in the event of a transfer of the whole entitlement of the Member not less than the amount that is vested for the benefit of the Member by this Deed.

EXECUTED AS A DEED

Signed by STEPHEN RICHARD GRAHAM OLSSON:


  
.....

in the presence of

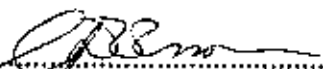
  
.....  
Witness

GRAHAM DOUGLAS OLSSON  
Full Name of Witness

Signed by RHONDA LEIGH THORNE:

  
.....

in the presence of

  
.....  
Witness

GRAHAM DOUGLAS OLSSON  
Full Name of Witness

## SCHEDULE ONE

Item 1

*Date of Deed* 2nd October 2001

Item 2

*Name of Trustee*

Stephen Richard Graham Olsson

AND

Rhonda Leigh Thorne

Item 3

*Address(es) of Trustee*

1/30 Hauteville Terrace EASTWOOD SA 5063

Item 4

*Name of Fund*

Day By Day Superannuation Fund