

SUPERANNUATION FUND

DEED

FOR THE

BJ AND MT GOUGH SUPERANNUATION FUND

PREPARED FOR

HARMON PARTNERS
Chartered Accountants
17 Ellingworth Parade
BOX HILL VIC 3128
Telephone: 9899 1980
Facsimile: 9899 1986

ESTABLISHED BY

CASTLE CORPORATE SERVICES PTY LTD
Suite 5
861 Doncaster Road
DONCASTER EAST VIC 3109

References to any statutory enactment shall be construed as references to the said enactment as the same shall stand amended re-enacted and modified from time to time.

(c) **Headings**

Headings in this Deed are for convenience only and shall not affect the construction hereof.

2. CONSTITUTION OF FUND

The Fund is hereby constituted to provide old age pensions and shall be known as the name appearing in the Schedule attached hereto.

The Fund shall be an indefinitely continuing fund and shall be only terminated in accordance with the provisions of this Deed.

3. OPERATION OF THE FUND

3.1 The Fund shall comprise:

3.1.1 contributions made by Members pursuant to this Deed;

3.1.2 contributions made by any Employer pursuant to this Deed;

3.1.3 any other moneys or assets paid or transferred to the Fund from any other Approved Benefit Arrangement;

3.1.4 the income, whether interest or dividends, arising from any investments of the Fund and the accumulation thereof;

3.1.5 any accretions to or profits on realisation of investments; and

3.1.6 any other moneys, assets, policies of insurance or assurance, or investment which become subject to the trusts of this Deed.

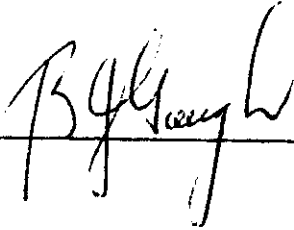
3.2 The Fund shall be vested in the Trustee to be held in trust as a common fund upon the terms and conditions and subject to the trusts, powers, authorities and discretions contained in this Deed and shall be managed and administered and applied by it in accordance with the provisions of this Deed to provide for the Members of the Fund on retirement or on the happening of the other approved events as are herein mentioned. The Trustee shall not pledge the assets of the Fund to secure an advance to the Employer, to any Employee, or to any third person for any purpose.

3.3 It is the intention of the Trustee that the Fund shall comply with and be administered as a regulated superannuation fund and not a public offer superannuation fund. Notwithstanding any provision in this Deed to the contrary the Trustee is empowered to do all things necessary to be done by it and to ensure the Fund does not become a public offer superannuation fund and satisfies the relevant provisions of the Relevant Law, and notwithstanding any provision to the contrary, the Trustee is restrained from

IN WITNESS whereof the parties hereto have executed these presents the day and year first hereinbefore written.

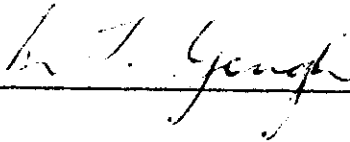
THE TRUSTEE

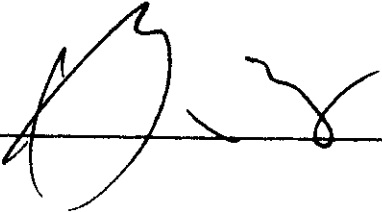
SIGNED, SEALED and DELIVERED
by the said BERNARD JAMES
GOUGH in the presence of:





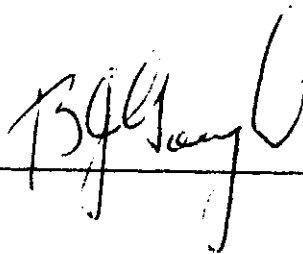
SIGNED, SEALED and DELIVERED
by the said MARIE THERESE
GOUGH in the presence of:

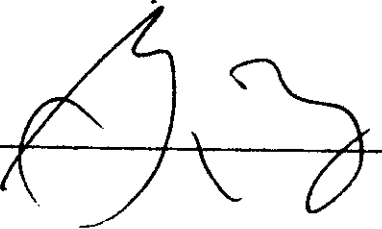




PRINCIPAL

SIGNED, SEALED and DELIVERED
by the said BERNARD JAMES
GOUGH in the presence of:





SCHEDULE

NAME OF FUND: **BJ and MT Gough Superannuation Fund**

COMMENCEMENT DATE: **7th July, 1999**

TRUSTEE: **The following persons to be joint trustees:**

**Bernard James Gough of 40 Spring Street, Beecroft
in the State of New South Wales**

**Marie Therese Gough of 40 Spring Street, Beecroft in
the State of New South Wales**

PRINCIPAL: **Bernard James Gough of 40 Spring Street, Beecroft
in the State of New South Wales**

PROPER LAW GOVERNING FUND: **New South Wales**