

RALPH BILLET AND PAM BILLET

the Trustee

**SUPERANNUATION TRUST DEED
THE PAMRALF SUPERANNUATION FUND**



WALLMANS

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THIS INDENTURE dated

18th June

2002

BY

RALPH BILLET and PAM BILLET both of 57 Sunnymeade Road Aberfoyle Park SA 5159 ('the Trustee')

RECITALS

- A. The Trustee wishes to establish a Superannuation Fund.
- B. The person or company set out above has agreed to act as the first Trustee of the said Fund.

COMMISSIONER OF STATE TAXATION - TIMBER
SA STAMP DUTY PAID \$10.00
DEED
REF NO: DMS 21104 BJM
AUTH: WMA 309 2 21/06/2002

OPERATIVE PART

1. THE FUND

- 1.1 The trust fund constituted by this Deed is called **THE PAMRALF SUPERANNUATION FUND ('the Fund')**.
- 1.2 The Fund shall consist of all money (including contributions to the Fund and investments for the time being representing the same) from time to time held by or on account of the Trustee pursuant to this Deed who shall hold the same on trust for the objects and the purposes of this Deed.

2. PROPER LAW

This Deed and the Rules annexed shall in all respects to be governed and construed in accordance with the law of the State of South Australia.

3. THE TRUSTEE

The expression 'the Trustee' refers to Ralph Billett and Pam Billett and shall include such other new or additional trustees as are appointed in this Deed.

4. INTERPRETATION

This Deed shall be read and construed on the basis that the provisions of the *Occupational Superannuation Standards Act 1992* and the *Superannuation Industry (Supervision) Act 1993* as amended from time to time and any regulations made there under are, to the extent that they impose obligations on the Trustee in order to gain income tax exemptions for the Fund, incorporated in the Deed. Where there is any inconsistency between a provision in this Deed and a provision in the said Act or regulations, the latter shall prevail over the former.

The headings in this Deed are for reference purposes only and shall not affect the interpretation of the Deed.

In this Deed and the Rules annexed, unless the context otherwise requires, the words denoting one gender include other genders and words denoting the singular number include the plural number and vice versa and the following expressions shall have the meanings attributed to them in this Deed:

'Act' means the *Income Tax Assessment Act 1936* and the *Occupational Superannuation Standards Act 1992* and the *Superannuation Industry (Supervision) Act 1993* or any replacement or additional legislation in respect

of superannuation or any rulings or regulations or guidelines made or issued under it.

'Associated Employer' means any company person or firm which the Principal Employer has, by virtue of its close association, admitted to participation in the Fund, which agrees to be bound by the provisions of this Deed and the Rules annexed and which applies to participate in the Fund in accordance with Appendix 'A'.

'Commissioner' means either the Commissioner of Taxation or the Insurance and Superannuation Commissioner.

'Dependant' means the spouse (including de facto spouse), widow, widower, or children of a Member or any other person who in the opinion of the Trustee was dependent on the Member at the relevant time.

'Employee' means a person in the employ of an Employer and includes any person who is a director of an Employer which is a company.

'Employer' means the Principal Employer or any Associated Employer and in relation to a particular Member means the Employer of that person at the relevant time.

'Employer's Benefit' means a benefit payable from the Member's Employer's Contribution Account.

'Employer's Contribution Account' has the meaning given to it in clause 11.

'Full Time Basis' refers to a member who is employed or self-employed on a full time basis within the meaning of the Act.

'Member' means a person who the Trustee has admitted as a Member of the Fund and includes a person who at the relevant time is receiving or is entitled to receive benefits from the Fund.

'Members' Accounts' means, in relation to a Member, the Member's Contribution Account, the Members Supplementary Contribution Account, the Employer's Contribution Account and any other accounts established under this Deed which the Trustee decides are Members' Accounts.

'Member's Benefit' in respect of a Member is the net amount then standing to his credit in the Employer's Contribution Account plus the amount (if any) then standing to his credit in the Member's Contribution Account plus the amount (if any) then standing to his credit in the Member's Supplementary Contribution Account plus that proportion of the value (if any) at that time of any policy of insurance which relates to premiums paid out of that Member's Employer's or Member's Contribution Account or Member's Supplementary Contribution Account.

'Member's Contribution Account' has the meaning given to it in clause 11.

'**Member's Supplementary Contribution Account**' has the meaning given to it in clause 11.

'**Part Time Basis**' refers to a member who is employed or self-employed for at least 10 hours per week or such other number of hours as are prescribed under the Act.

'**Permanently and totally disabled**' means:

- (a) ill health (whether physical or mental), where the Trustee is reasonably satisfied that the member is unlikely ever again to engage in gainful employment for which the member is reasonably qualified by education training or experience; or
- (b) where the benefit payable on permanent and total disablement is insured, the definition of permanent disablement contained in the policy document evidencing the contract of insurance,

PROVIDED THAT for the purposes of payment of a Preserved Benefit, the Trustee shall only regard a Member as being permanently and totally disabled if they have received a certificate signed by two registered medical practitioners certifying that, in the opinion of those practitioners, the Member is unlikely ever to be able to work again in a job for which the Member is reasonably qualified by education training or experience.

'**Preserved Benefit**' means any benefit (or part of it) which, under the Act, is required to be preserved for the Member in the Fund or in another fund until he retires from the workforce after attaining age 55.

'**Principal Employer**' means any company, person or firm which the Trustee has admitted to participate in the Fund agreeing to be bound by the provisions of this Trust Deed and the annexed rules and signing an application in the form annexed and marked "A".

'**Retiring Age**' means the age of 65 years or such other age (being not less than 55) as the Trustee and the Member agree upon as being the retiring age for that Member.

'**Revenue Account**' has the meaning given to it in clause 11.

'**Rollover Payment**' means any payment made by the Trustee at the request of a Member or former Member or in other circumstances allowed under the Act or acceptable to the Commissioner to any one or more of the following:

- (a) the trustee of an approved deposit fund;
- (b) the trustee of a Superannuation fund;
- (c) the trustee of an eligible rollover fund;
- (d) the issuer of an Annuity.

'Rules' means the Rules contained in the Schedule annexed to this Deed and any alterations to, additions to or variation of it made from time to time.

'Salary' means the ordinary remuneration paid by the Employer to the Member including bonuses and commissions of a recurrent nature paid over at least 3 years.

'Self Employed' refers to a Member who is self employed in a business, trade, profession, vocation, calling or occupation.

'Supplementary Benefit' in respect of a Member is the net amount then standing to his credit in the Member's Supplementary Contribution Account.

'Trust Deed' means this Deed and the Rules annexed to it or alterations to, additions to or variation of it made from time to time.

'Vested Benefit' means any part of the Member's Benefit arising from contributions made by an employer to the Fund, or to a previous superannuation fund, which is required by the Act to be vested in and payable to a member on termination of the Member's employment (subject to any preservation requirements).

5. DATE OF COMMENCEMENT

The Fund was constituted on 18 June 2002.

6. ADMISSION OF MEMBERS

Persons who are engaged on a Full Time Basis or a Part time Basis in a business, trade, professional, vocation, calling, occupation or employment or a transferred retiree member (as defined in the Act) or any persons permitted to do so by the Act who wish to become Members shall apply for membership by completing the form of application in Appendix B or such other form of application as the Trustee decides upon. Upon acceptance of the application by the Trustee the person making the application shall be bound by this Deed in all respects as if here were an original party to this Deed.

6.1 All applicants for membership of the Fund shall provide the Trustee with such information that the Trustee may require, including proof of their correct age.

6.2 A Member shall inform the Trustee, as soon as practicable, after he ceases:

6.2.1 To be employed or self employed on a Part Time Basis after attaining age 65; and

6.2.2 To be employed or self employed on a Full Time Basis after attaining age 65.

7. CONTRIBUTIONS BY THE EMPLOYER

7.1 During each year the Employer, or any other person authorised by the Act to make contributions to the Fund, shall contribute to the Fund in respect of each Member such amount as it in its absolute and uncontrolled discretion shall determine.

- 7.2 At the time of making such contribution, the Employer, or any other person contributing, shall advise the Trustee of the contribution in respect of each Member.
- 7.3 Any payment of contributions by the Employer, or any other person contributing, directly to a life insurance company or investment manager shall be deemed to be a payment of contributions to the Trustee and a payment by the Trustee to the life insurance company or investment manager.
- 7.4 The Trustee:
- 7.4.1 May accept contributions from any person in respect of a Member to the extent permitted by the Act.
- 7.4.2 Must not accept any contribution if, in the opinion of the Trustee, the acceptance of the contribution would not be permitted by the Act.
- 7.5 The Trustee shall refuse to commence or accept contributions to the Fund by or in respect of a Member if the Member is not engaged in a business, trade, profession, vocation, calling, occupation or employment on a Full Time Basis or a Part Time Basis or is a transferred retiree member, unless the Act otherwise prescribes.
- 7.6 Subject to the provision of clause 7.5 the Trustee shall refuse to accept contributions, in respect of a Member (except from a transferred retiree member):
- 7.6.1 If the Member:
- (a) has ceased for a continuous period of 2 years to work on a Full Time Basis or a Part Time Basis, but
- (b) has not retired from the workforce.
- 7.6.2 The Trustee shall refuse to accept a contribution by or in respect of a Member who has attained age 65 if to do so would result in the Fund not being entitled to the maximum income tax concessions.

8. CONTRIBUTIONS BY MEMBERS

- 8.1 Subject to the provisions of this Deed each Member may contribute to the Fund such amount (if any) as that Member determines from time to time and agrees with the Trustee.
- 8.2 The benefit of any member contributions shall vest in the member on the day on which the benefits accrued.
- 8.3 Any payment of a Member's contribution by the Employer directly to a life insurance company or investment manager shall be deemed to be a payment of contributions to the Trustee and a payment by the Trustee to the life insurance company or investment manager.
- 8.4 The Employer may pay, on behalf of a Member, contributions that are payable by the Member, and contributions so made by the Employer shall be credited to the Member's Supplementary Contribution Account.
- 8.5 The Employer agrees with the Trustee to contribute to the Fund in respect of each member such amount as may from time to time be agreed between the Employer and the member to be contributed.

9. INVESTMENTS

9.1 The Trustee may invest the whole or any part of the moneys or assets of the Fund not presently required for other purposes in any investments of any kind which the Trustee in exercising their absolute discretion think fit and without limiting the generality of the foregoing either directly or indirectly:

9.1.1 In investments authorised by the laws of any State or Territory of the Commonwealth of Australia for the investment of trust funds.

9.1.2 In the purchase of or improvement of or mortgages of real property of any tenure whether improved or unimproved.

9.1.3 On deposit with any of the Employers, any bank or building society or any other company, partnership or person either with or without security and on such terms as the Trustee, in their absolute discretion, determine PROVIDED THAT the Trustee may not loan any part of the moneys or assets of the Fund to Members.

9.1.4 In shares, stock, options, debentures, bonds, unsecured notes or other securities of any company or financial institution carrying on business in Australia or elsewhere in the world.

9.1.5 In units or sub-units of any unit trust.

9.1.6 In bills of exchange and other negotiable instruments.

PROVIDED THAT the proportion of Fund assets invested in any single investment shall be limited to the amount provided for in the Act.

9.2 The Trustee may hold an interest in a part of any such investment and shall have power to vary, transpose and replace such investments in such manner as they, in their absolute discretion, think fit, without being responsible for loss occasioned by so varying, transposing or replacing.

10. POLICIES OF INSURANCE AND ANNUITIES

10.1 The Trustee may, in its absolute discretion, invest the whole or any part of the amount standing to the credit of a Member in the Books of the Fund in the payment of premiums on a policy or policies of life, disability or accident insurance in which the Trustee has a legal or equitable interest or in payment of the consideration for an annuity.

10.2 The Trustee may effect such policies or annuities with such company on such terms and conditions and for such periods as the Trustee thinks fit. The Trustee shall also have the power to accept an assignment of a policy of life, disability or accident insurance or of an annuity on such terms as the Trustee, in its absolute discretion, determines.

10.3 The premiums for such policies or consideration for such annuities shall be paid for out of the amount standing to the Member's credit in the Employer's Contribution Account and/or the Member's Contribution Account and/or the Member's Supplementary Contribution Account in such proportion as is agreed upon by the Trustee and the Member and in the absence of any such agreement, on such basis as the Trustee determine. The proceeds of such policies shall be credited to the Employer's Contribution Account and/or the Member's Contribution Account and/or the Member's Supplementary

Contribution Account in the same proportion as premiums for such policies were paid from these accounts.

- 10.4 The Trustee shall have power to continue such policies or annuities for such periods as the Trustee think fit and to discontinue or surrender such policies.

11. RECORDS, ACCOUNTS AND AUDITING

11.1 The Trustee shall keep a complete record of all matters essential to the administration of the Fund including:

11.1.1 A Minute Book in which proceedings and resolutions of the Trustee are recorded.

11.1.2 An Employer's Contribution Account for each Member in which is recorded:

- (a) contributions to the Fund by the Employer in respect of that Member pursuant to clause 7 of this Deed;
- (b) amounts credited to such account pursuant to clause 35 of this Deed;
- (c) profits or losses of the Fund credited or debited to such account pursuant to clauses 12.1 and 12.2 of this Deed;
- (d) forfeited benefits credited to such account pursuant to clause 15 of this Deed;
- (e) amounts debited to such account to pay premiums on policies of insurance or annuities pursuant to clause 10.1 of this Deed;
- (f) the proceeds of policies of insurance credited to such account pursuant to clause 10.3 of this Deed.

11.1.3 A Member's Contribution Account for each Member in which is recorded:

- (a) contributions by that Member pursuant to clause 8 of this Deed;
- (b) amounts credited to such account pursuant to clause 34 of this Deed;
- (c) profits or losses of the Fund credited or debited to such account pursuant to clauses 12.1 and 12.2 of this Deed;
- (d) amounts debited to such account to pay premiums on policies of insurance or annuities pursuant to clause 10 of this Deed;
- (e) the proceeds of policies of insurance credited to such account pursuant to clause 10.3 of this Deed.

11.1.4 A Member's Supplementary Contribution Account for each Member in which is recorded:-

- (a) contributions by the Employer pursuant to clause 8.4 of this Deed;
- (b) amounts credited to such account pursuant to clause 34 of this Deed;

- (c) profits or losses of the Fund credited or debited to such account pursuant to clauses 12.1 and 12.2 of this Deed;
- (d) amounts debited to such account to pay premiums on policies of insurance or annuities pursuant to clause 10.1 of this Deed;
- (e) the proceeds of policies of insurance credited to such account pursuant to clause 10.3 of this Deed.

11.1.5 A Revenue Account to which shall be credited all income from investments, profits earned and capital gains realised during each financial year and to which shall be debited all expenses (other than premiums on policies of insurance), outgoings, losses and taxes incurred during each financial year.

11.2 The Trustee shall appoint an auditor or a registered company auditor (as required by the Act) to conduct an annual audit of the records and accounts of the Fund and certify to the Trustee whether the Fund complies with the standards imposed under the Act.

11.3 The Trustee shall comply with the standards imposed under the Act and shall maintain such records as are required under the Act.

12. VALUATIONS AND ALLOCATION OF PROFITS OR LOSSES

12.1 12.1.1 After 30 June each year, the profits or losses arising from the investment of the assets of the Fund (other than life insurance policies or annuities) during the preceding financial year;

or

12.1.2 On the winding up of the Fund or whenever the Trustee think it necessary, the profits or losses arising from the investment of the assets of the Fund (other than life insurance policies or annuities) during the current financial year;

less such provision for depreciation, liabilities, losses and taxation as the Trustee in their absolute discretion deem prudent shall be credited or debited by the Trustee to the Employer's Contribution Accounts and Members' Contribution Accounts and Members' Supplementary Contribution Accounts of the Members in proportion to the amounts standing to the credit of such accounts on 30 June of the preceding financial year or on such other basis as the Trustee consider to be equitable.

12.2 The Trustee may whenever it thinks it necessary make a valuation of the assets of the Fund (other than policies of life insurance and annuities) in such manner as the Trustee may determine and deduct from it the amount of outstanding liabilities and expenses, the estimated costs of realising the investments and such provision for taxation as the Trustee in its absolute discretion deem prudent. If the net value of the assets of the Fund determined in accordance with this clause exceeds or is less than the aggregate of the net amounts standing to the credit of all of the Members' Accounts at that date, the Trustee shall credit the surplus or debit the deficit to the various Members' Accounts in proportion to the amounts standing to their respective credits.

13. PAYMENT OF BENEFITS

- 13.1 Subject to the provisions of this Deed, a benefit equal to the total of the Member's Accounts will become payable in respect of a Member if:
- 13.1.1 The Member retires from any business, trade, profession, vocation, calling, occupation or employment in which the Member was engaged (whether the retirement occurred before or after the Member joined the Fund);
 - 13.1.2 The Member requests payment of his or her benefit after the Member's 65th birthday;
 - 13.1.3 If an Employer has, at any time, contributed to the Fund in respect of the Member, the Member ceases to be employed by the Employer;
 - 13.1.4 The Member ceases to work for gain or reward in any business, trade, profession, vocation, calling, occupation or employment on account of the Member's ill-health (whether physical or mental);
 - 13.1.5 The Member dies, or
 - 13.1.6 The Act otherwise requires or permits the Member's benefit to be cashed.
- 13.2 The Trustee may pay a benefit under the Fund by forwarding a cheque to the postal address last notified of the person to whom the benefit is payable or paying the benefit directly to a bank or other account nominated by the person or in such other manner as the Trustee determines.
- 13.3 Benefits payable to or in respect of a Member may only be paid to the Member in the manner and in the form permitted by the Act.
- 13.4 The Trustee may require any person to whom a benefit is payable to furnish the Trustee with a receipt and release in such form as the Trustee may require.
- 13.5 The Trustee is at liberty to deduct any taxation liability from any benefit payable under this Deed.
- 13.6 Where pursuant to this Deed any benefit becomes payable to or in respect of a Member who is deceased when the benefit is to be paid, the Trustee may pay or apply the benefit to or for the benefit of such one or more as determined by the Trustee in its absolute discretion of the Dependants, if any, nominated by the Member to the Trustee and/or any other Dependants of the former Member and/or the Legal Personal Representative of the Member in the manner at the times by the instalments and in such proportions between them (if more than one) as the Trustee may from time to time in its discretion determine. If the Member did not nominate any Dependants or if the Member had no other Dependants and there is no Legal Personal Representative of the Member, the Trustee may pay such portion of the benefit as may be allowed under the Act to any relative of the Member as determined by the Trustee in its absolute discretion. Any portion of the benefit which is not applied in accordance with this clause will be absolutely forfeited and will remain in the Fund to be dealt with in accordance with clause 14.
- 13.7 When any person to whom a benefit becomes payable is under the age of 18 years or when in the opinion of the Trustee it would be in the best interest of that person, the Trustee may retain the benefit in the Fund until the Trustee is

satisfied that it should be paid to the person or pay all or any part of any benefit to any other person for application on behalf of that person and the receipt of the person to whom the benefit is paid will be a complete discharge to the Trustee for the payment in respect of the person. The Trustee will not be found or concerned to see to the application of the benefits so paid.

- 13.8 The Trustee may, with the consent of the recipient of any benefit under the Fund but only to the extent permitted by the Act, transfer investments of the Fund to that recipient in lieu of paying the whole or part of the amount otherwise payable.
- 13.9 The Trustee may deal with any unclaimed money or benefits in the manner specified in the Act.
- 13.10 Subject to compliance with the Act and obtaining all necessary consents and approvals so required by the Act or deemed necessary by the Trustee (including the consents and approvals of any Members affected by the intended actions of the Trustee), the Trustee may transfer non mandated Employer contributions or benefits represented by or resulting from non-mandated Employer contributions in respect of a particular Member, to all or any of the other Members of the Fund as Trustee in their absolute discretion may determine.
- 13.11 The Trustee may with the consent of a Member and/or any other person to whom a benefit is payable and to the extent permitted by the Act transfer investments of the Fund of equivalent value to that Member and/or other person in lieu of paying the whole or part of the amount otherwise payable.
- 13.12 Notwithstanding any provision of this Deed, no Member or any other person entitled to be paid a benefit from the Fund will have or acquire any beneficial or other interest in a specific asset of the Fund or the assets of the Fund as a whole while such asset or assets remain subject to the provisions of this Deed.
- 13.13 Where a Member or former Member wishes to effect a Roll Over Payment in respect of all or any part of any benefit payable to him from the Fund he must make a request to the Trustee in writing nominating the institution to which the payment is to be made and the amount to be applied as the Roll Over Payment. The Member or former Member must in addition complete and execute such documents as are required to enable the Roll Over Payment to be effected and for it to be recorded by the Commissioner, but in circumstances provided for in the Act or otherwise acceptable to the Commissioner the Trustee may effect a Roll Over Payment in relation to a Member's benefit without the consent of the Member or former Member.

14. FORFEITURE OF BENEFITS

- 14.1 Subject to the Act any Member or former Member or after this death any of his Dependants or his legal personal representatives:
- 14.1.1 Who has become bankrupt or insolvent;
- 14.1.2 Who has assigned, alienated, charged or encumbered (or attempted to) all or a part of his Member's Benefit;

- 14.1.3 Who is declared mentally ill or becomes liable to have his affairs dealt with under the laws relating to mental health or who in the opinion of the Trustee is incapable of managing his affairs;
- 14.1.4 Whose benefits become payable to or vested in any other person entity or authority (governmental or public); or
- 14.1.5 If a benefit had become payable prior to the occurrence of any of the above events, to the extent permitted under the Act and at law generally:
 - (a) if clause 14.1.1 applies to a Member, forfeit entitlement to that portion of the benefit which exceeds the Member's pension reasonable benefit limit for the purposes of the Act;
 - (b) otherwise, forfeit entitlement to all of his or her benefits and in the case of a Member he or she will cease to be a Member as defined in the Act;
- 14.1.6 Otherwise, to the extent permitted under the Act and at law generally:
 - (a) if clause 14.1.1 applies to a Member, forfeit entitlement to that portion of the benefit which exceeds the Member's pension reasonable benefit limit for the purposes of the Act;
 - (b) otherwise, forfeit entitlement to all of his or her benefits and in the case of a Member he or she will cease to be a Member as defined in the Act.
- 14.2 Any Member or former Member in respect of whom all benefits which the Trustee considers should be paid pursuant to the provisions of this Deed have been paid and who still has a residual amount standing to the credit of any of his Member's Accounts will forfeit that amount immediately and that amount will be dealt with as a forfeited benefit.
- 14.3 Subject to the requirements of the Act the Trustee may apply the whole or any part of the amount forfeited for the benefit of the former Member or such of the Member's dependants as the Trustee, in its absolute discretion, determine or, if the Member has died, in accordance with clause 13.5.

15. ALLOCATION OF FORFEITED BENEFITS

The amount of any forfeited benefit in the Fund by reason of the operation of clause 14 and the Rules annexed to this Deed which is not applied in accordance with clause 14.2 shall be credited to the Fund Reserve Account, if any, or otherwise as is authorised under the Act.

16. COMMON LAW RIGHTS OF MEMBERS

The provisions of this Deed and the Rules annexed to it shall not in any way affect the right of a Member or his personal representatives or any other person to claim compensation or damages under an Act of Parliament or at common law, in the event of the Member being injured or dying as a result of an event arising out of and in the course of his employment.

17. LOANS TO MEMBERS

The Trustee shall not make any loans or advances to a Member.

18. MEMBERS' RIGHTS TO BENEFITS AND STATEMENTS

- 18.1 A Member shall have no right to or interest in his Member's Benefit except as provided in this Deed and in the Rules annexed to it and in the Act.
- 18.2 The Members shall be provided with statements and information in relation to the administration of the Fund in accordance with the requirements of the Act.
- 18.3 Every Member and any person who may become entitled to be paid a benefit from the Fund when requested by the Trustee must furnish such information as the Trustee deem appropriate for the purposes of any investigation or otherwise in connection with the Fund.
- 18.4 If a Member or any other person entitled to be paid a benefit from the Fund fails to observe the provisions of clause 18.2 the Trustee may take such action (not inconsistent with the Act) as the Trustee deems appropriate.
- 18.5 Where a Member or any other person who becomes entitled to be paid a benefit from the Fund furnishes incorrect or misleading information or withholds any relevant information, the Trustee may in its absolute discretion alter those benefits in such manner as the Trustee consider appropriate where the benefits are so affected or likely to be so affected as a result.

19. EMPLOYER'S RIGHT TO DETERMINE EMPLOYMENT AND REQUEST AN AUDIT

- 19.1 Nothing contained in this Deed shall restrict the right of the Employer to dismiss or otherwise determine the employment of a Member or remove a Director or the Employer from office and being a Member shall not be taken as guaranteeing continuation of employment or as a Director.
- 19.2 The fact of being a Member shall not be used as a ground for claiming or increasing damages in a claim by the Member for alleged wrongful termination of employment or for claiming the payment of any amount on retrenchment.
- 19.3 The Trustee shall, whenever requested to do so by the Principal Employer, appoint auditors approved by the Principal Employer to report on the affairs of the Fund and such report shall be produced to the Principal Employer.

20. ASSIGNMENTS, CHARGES AND MONEYS OWING TO THE FUND OR TO AN EMPLOYER

- 20.1 Unless the Act permits the Trustee to so do, the Trustee must not consent to, or in any way be seen to be permitting, any Member to assign or charge the whole or any part of the benefits of a Member under this Fund.
- 20.2 The Trustee may, unless prevented by the Act from so doing, deduct and retain or if appropriate pay to the Employer from any benefits of the Member, any money owing by the Member to the Trustee or to the Employer (subject to the Employer proving to the reasonable satisfaction of the Trustee the validity of the claim) and otherwise deal with the balance of the benefits of the Member in accordance with this Deed.
- 20.3 A certificate signed by the Employer or by its representative stating the amount of the moneys owing to the Employer by the Employee shall be prima facie evidence of the amount.

- 20.4 An Employer to whom an amount is paid under this clause shall repay to the Trustee, on demand, any amount which the Trustee determine that that Employer was not entitled to.

21. TRUSTEES - APPOINTMENT AND REMOVAL

- 21.1 Subject to clause 44 the Trustee shall, subject to the Act, have the power:
- 21.1.1 To remove a Trustee or the Trustees from office.
 - 21.1.2 To appoint a new or additional Trustee or Trustees.
- 21.2 The office of a Trustee shall become vacant if:
- 21.2.1 He resigns his office by notice in writing.
 - 21.2.2 He dies.
 - 21.2.3 He becomes bankrupt or makes an assignment to or composition with his creditors.
 - 21.2.4 He is declared mentally ill or becomes liable to have his affairs dealt with under the laws relating to mental health.
 - 21.2.5 Being a company, a resolution is passed, a summons issued or a petition is presented for its winding up or liquidation or a receiver of its assets is appointed.

22. POWERS OF TRUSTEE

The Trustee shall have complete management and control of the Fund and shall, in addition to the powers otherwise granted in this Deed and conferred upon the Trustee by statute and general law, exercise any of the following powers:

- 22.1 Pay costs:
To pay out of the Trust Fund all costs, charges and taxes incidental to the administration, management and winding up of the Fund;
- 22.2 Pay expenses:
To pay out of the Trust Fund expenses incurred in:-
- 22.2.1 Providing for the secretarial work required for proper record keeping and administration to be performed.
 - 22.2.2 Having the accounts of the Fund audited.
 - 22.2.3 Having taxation returns and returns to Government authorities prepared.
 - 22.2.4 Engaging such persons as the Trustee considers appropriate for the proper administration and maintenance of records of the Fund.
- 22.3 Enter into contracts:
To enter into such contracts and deeds on behalf of the Fund as the Trustee considers necessary for the administration of the Fund.
- 22.4 Delegate powers and duties:

To delegate (by Power of Attorney or otherwise) to any person or company any of the powers duties and discretions vested in the Trustee on such terms and conditions as the Trustee in their absolute discretion think fit.

22.5 Take advice:

To take and act upon the advice of a barrister, solicitor, accountant, actuary or superannuation consultant in relation to the administration of the Fund and pay out of the Trust Fund the fees payable to such advisers.

22.6 Take legal proceedings:

To commence, carry on and defend any legal proceedings that the Trustee in their absolute discretion think necessary for the proper administration of the Fund or to protect the rights of Members.

22.7 Transact bank accounts:

To open and maintain such bank accounts as the Trustee thinks fit.

22.8 Sell assets on appropriate terms:

To sell the assets of the Fund by private sale or public auction, for cash or on terms and in such other manner and on such other terms as the Trustee sees fit.

22.9 Borrow money:

To borrow any sum of money for the purposes of obtaining temporary finance only in the form of a bank overdraft or any other facility prescribed under the Act and secure the repayment of it in such manner and upon such terms and conditions and at such rate of interest as the Trustee thinks fit and in particular by charging or mortgaging all or any of the assets of the Fund and no lender shall be concerned to enquire as to whether the necessity for any such borrowing has arisen or as to the purpose for which it is required or as to the application of money borrowed.

22.10 Administer the fund:

Generally to do all such things and perform such acts as the Trustee in their absolute discretion consider appropriate in the administration of the Fund and the performance of its obligations under this Deed and the Rules annexed to this Deed.

22.11 Powers under Act

Where the Act authorises or permits the Trustee to do any act, matter or thing the Trustee shall have power to do that act matter or thing notwithstanding any inconsistent provision or the absence of a specific power in this Deed and any such matter or thing shall be deemed to be incorporated in this Deed.

22.12 Auditor

To appoint an Auditor on such conditions as the Trustee determines who must be both appropriately qualified and independent according to the criteria specified by the Act. The Auditor may be a person or a firm.

23. TRUSTEE - EXERCISING DISCRETIONS

In administering the Fund and in exercising the trusts, powers and authorities vested in them and the Rules annexed, the Trustee shall have an absolute and uncontrolled discretion at all times to exercise or refrain from exercising such trusts, powers and authorities.

24. LIABILITY OF TRUSTEE

24.1 A Trustee shall not be liable for any loss or breach of trust whatsoever other than a loss attributable to the Trustee's failing to act honestly or intentionally or recklessly failing to exercise the degree of care and diligence that is required of Trustee under the Act or where the same is in the form of the liability for the monetary penalty prescribed by or payable by the Trustee under the Act.

24.2 Where there is a corporate trustee, the provisions of clause 24.1 shall apply in respect of the actions or inactions of the directors of that corporate trustee.

25. TRUSTEE AND MEMBERS INDEMNITY

25.1 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 Trust's authorities, powers and discretions or by virtue of being the Trustee PROVIDED HOWEVER that the Trustee may not be indemnified where to be indemnified would be contrary to the Act.

25.2 A reference to 'the Trustee' in clause 25.1 may be interpreted as including a reference to any person who is a director of any corporate trustee.

25.3 The Trustee will have a lien on and may use moneys forming part of the Fund for the purposes of the indemnity referred to in clause 25.1 and generally for the payment of all legal and other costs charges and expenses of performing their duties under the Deed.

25.4 In this clause 25 the word 'Trustee' includes any former Trustee.

26. TRUSTEE MEETINGS

26.1 The Trustee may meet together to dispose of business concerned with the administration of the Fund, determine a quorum, adjourn the meetings and otherwise regulate their meetings as they see fit. Two-thirds of the Trustee shall be a quorum unless there is only one Trustee in which case a quorum shall be that Trustee.

26.2 A meeting of the Trustee at which a quorum is present shall be competent to exercise the trusts, powers, authorities and discretions vested in the Trustee and the Rules annexed.

26.3 The Trustee may elect a Chairman of each meeting.

26.4 A resolution of the Trustee shall be valid and binding if $\frac{2}{3}$ of the total number of Trustee has voted in favour of it.

26.5 The Trustee shall keep minutes of their resolutions and proceedings in a book provided for that purpose.

26.6 A resolution, in writing signed by $\frac{2}{3}$ of the Trustee, shall have the same effect and validity as a resolution of the Trustee passed at a duly convened meeting.

27. SIGNING OF DOCUMENTS BY TRUSTEE

Where there are more than two Trustees, any two of the Trustees, where there are more than two Trustees, are authorised on behalf of all the Trustees to execute, sign, enter into and acknowledge all cheques, negotiable instruments, agreements, contracts, writings, proposals for insurance, transfers of shares, policies of insurance or units in a unit trust and all other documents as validly and effectually as all the Trustees could do.

28. REMUNERATION OF TRUSTEE

The Trustee shall be entitled to be paid and retain out of the Trust Fund such remuneration as agreed upon from time to time in writing by the Trustee and the Principal Employer.

29. REMUNERATION OF PROFESSIONAL PERSONS

Any person who is an accountant, actuary, solicitor, barrister or other professional person and is also a Trustee or a director of a company acting as Trustee, who is called upon or whose firm is called upon to perform any service in relation to the Fund shall be entitled to make the same professional charges for such service that he would make had he not been a Trustee or a director of a company acting as Trustee.

30. TRUSTEE AS MEMBER'S ATTORNEY

Each Member irrevocably appoints the Trustee his attorneys to execute and sign all such deeds and instruments and do all such things the Trustee considers necessary or desirable in administering the Fund.

31. TRUST DEED AVAILABLE FOR INSPECTION

A copy of this Deed and the Rules annexed to it shall be kept by the Principal Employer at its principal place of business and be available for inspection by any Member at all reasonable times.

32. VARIATION OF TRUST DEED

32.1 The provisions of the Deed including this clause may be added to, amended, altered, modified, varied or deleted with immediate, prospective or, to such extent as the law allows, retrospective effect from time to time by the Trustee by deed but no amendment alternation modification variation or deletion ('Amendment') may be made which is not permitted by the Act.

32.2 The Trustee must promptly give the Members written notice of any such Amendment if required pursuant to the Act to do so.

33. TRANSFER TO OTHER FUNDS

33.1 Without in any way affecting any other provision of this Deed giving the Trustee power to transfer a Member's interest in the Fund to another superannuation fund or otherwise deal with the Member's interest in the Fund, but subject in all things to any requirements of the Act:

33.1.1 Where a Member joins or is eligible to join a Superannuation Fund ('New Fund').

- 33.1.2 The Member requests that the Member's interest in the Fund be transferred to the New Fund;

the Trustee may, subject to such conditions and indemnities as the Trustee may require, pay to the trustee of the New Fund an amount or transfer investments of the Fund of equivalent value in such sum ('**Transferred Amount**') as the Trustee as representing the Member's interest in the Fund.

- 33.2 The Member's various Member Accounts will then be debited with an amount equal to the Transferred Amount in such proportions as the Trustee considers appropriate and the receipt of the Transferred Amount by the trustee of the New Fund will constitute a full discharge to the Trustee of all liabilities in respect of, and the Trustee will have no responsibility to see to the application of, the Transferred Amount. If, after the payment of the Transferred Amount to the trustee of the New Fund, there are any amounts standing to the credit of the Member's various Member Accounts, the Member will forfeit those amounts, which will be dealt with as forfeited benefits in accordance with clause 14.2.

34. TRANSFER FROM OTHER FUNDS

Where a Member is or was a member of or is or was a beneficiary under any other superannuation fund, eligible rollover fund, approved deposit fund or Annuity, the Trustee may receive from the trustee of the other superannuation fund, eligible rollover fund, approved deposit fund or from the issuer of the Annuity cash or assets in respect of the Member's interest in the superannuation fund, eligible rollover fund, approved deposit fund or Annuity. The Trustee must hold the cash or assets received as part of the Fund subject to any requirements of the Act and will credit the particular Member's Member Accounts in the manner agreed between the Trustee and the Member to take account of the value of the cash or assets received.

35. BENEFITS PAYABLE IN AUSTRALIAN CURRENCY

The benefits payable shall be calculated in and be payable in Australian currency.

36. ADMISSION OF ASSOCIATED EMPLOYERS TO FUND

The Trustee may, with the consent of any Principal Employer, admit an Associated Employer as a contributor to and a participant in the Fund, on completion of Appendix "A" or such other form of application as the Trustee decides upon. An Employer so admitted shall be bound by the provisions of this Deed and the Rules annexed in the same way the Employer would be if it had been an original party to the Deed.

37. WITHDRAWAL OF ASSOCIATED EMPLOYER FROM FUND

- 37.1 An Associated Employer shall cease to be a contributor on receivership or on ceasing to carry on a business.
- 37.2 Employees of an Associated Employer that has ceased to be a participant in the Fund shall continue to be Members until such time as their benefit (if any) is paid to them. No benefit shall be paid to such Members during the period that their employment by the Associated Employer continues.
- 37.3 The Trustee shall not accept contributions from Employees of an Associated Employer that has ceased to be a participant in the Fund.

38. WITHDRAWAL OF PRINCIPAL EMPLOYER FROM FUND

38.1 If the Principal Employer is for any reason unable or unwilling to continue as a contributor to, and a participant in the Fund, the Trustee shall have the following powers:

38.1.1 To appoint by deed, an Associated Employer that is willing to continue the Fund to take the place of the Principal Employer and such Associated Employer shall, upon executing the said deed, become Principal Employer for the purpose of this Deed as if it had been an original party to the Deed;

38.1.2 To appoint by deed, a company, person or firm that acquires all or a substantial part of the assets or business of the Principal Employer and is willing to continue the Fund, to take the place of the Principal Employer and such company, person or firm shall, upon executing the said deed, become the Principal Employer for the purposes of this Deed as if it had been an original party to the Deed.

39. COMPULSORY OR GOVERNMENT SUPERANNUATION

39.1 Where at any time an obligation is imposed upon an Employer to make compulsory contributions to a superannuation fund other than this Fund providing retirement death or disablement benefits in respect of Members of the Fund, then the Employer may immediately reduce its contributions to the Fund by the amount of the compulsory contribution being made to the other fund in respect of those Members who are members of the other fund.

39.2 Where a scheme having government support or recognition whether in the Commonwealth of Australia or any State or Territory of it or any other place with which the activities of the Employer are or may for the time being be concerned ('**Government Scheme**') provides or will provide Members or their dependants with benefits which in the sole opinion of the Trustee is of a similar nature to any benefit provided under this Deed, the Trustee with the consent of the Principal Employer (if any) may alter or vary in any way whatsoever the provisions of this Deed which in the sole discretion of the Trustee corresponds to the provisions of the Government Scheme.

40. DISSOLUTION

If:

40.1 It appears to the Trustee that the Fund is insolvent and the Trustee resolves to terminate the Fund;

40.2 For any reason the Trustee thinks it is appropriate to and does resolve to terminate the Fund;

40.3 There are no Members in the Fund and the Trustee resolves to terminate the Fund; or

40.4 The Members, by unanimous resolution, as the Trustee to terminate the Fund the Fund will be terminated from such date as determined by the Trustee ('**Termination Date**').

- 40.5 All moneys and assets of the Fund after payment or allowance for any liabilities or expenses of the Fund will be applied to the extent that such moneys and assets will permit to provide benefits in respect of each Member pro rata to each Member's Benefits in such form and provided by such arrangements as the Trustee determines.
- 40.6 Every Member or other person entitled to be paid will accept the benefits provided under clause 40.2 in full discharge of all claims in respect of the Fund provided that:
- 40.6.1 The payment of any benefit pursuant to this clause will be subject to clauses 9, 10 and 11.
- 40.6.2 No benefit will be paid pursuant to this clause to or in respect of any Member while the Member remains in the employ of an Employer other than for such purposes and in such circumstances as the Act allows or the Commissioner approves.

41. ACT TO PREVAIL

Notwithstanding anything else contained in this Deed to the extent to which the Act imposes any requirements that must be met by the Fund or by the Trustee then those requirements shall be deemed to be a requirement provided for in this Deed.

42. TRUSTEE TO PROVIDE INFORMATION TO MEMBERS

The Trustee shall supply such information and reports to the members as may be required by the Act.

43. SEVERANCE AND READING DOWN

- 43.1 If any provision of this Deed or any part of it is void or invalid under the Act then such provision or part shall be valid, binding and enforceable to the full extent permitted by the Act and shall be read down and severed accordingly.
- 43.2 Each and every provision of this Deed and each and every part of it shall, unless the context otherwise necessarily requires, be read and construed as a separate and severable provision and as separate and severable parts so that if any provision or part of it is severed in accordance with clause 43.1 then such provision or part of it 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 of it 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.

44. STATUS OF FUND

- 44.1 Where the fund is a self managed fund:
- 44.1.1 The Trustee of the Fund must:
- (a) be comprised of all members of the Fund; or
 - (b) be a company the directors of which are:
 - (i) all the members of the Fund; or

- (ii) in the case of a single member fund the member is either the sole director or one or two linked directors; or

44.1.2 If the Act so requires members of the Funds must be linked.

44.2 Where the Fund has fewer than 5 members and is not a self managed fund the Trustee of the Fund must be an approved trustee.

44.3 In all other cases:

44.3.1 The composition of the trustee of the Fund; and

44.3.2 The eligibility for membership of the Fund,

shall be governed by the provisions of the Act.

EXECUTED as a Deed.

SIGNED AS A DEED)
 by **RALPH BILLETT AND PAM**)
BILLETT in the presence of:)

RB *R. Billett*

Frank Rigano

PB *P. Billett*

Signature of Witness

FRANK RIGANO

Print Name of Witness

SCHEDULE

RULES OF

THE PAMRALF SUPERANNUATION FUND

1. Notwithstanding anything to the contrary in the Deed, the primary purpose of the Fund is to provide an old age pension for Members or their Dependants, and any benefit payable from the Fund may only be paid by the Trustee in a way that is consistent with that purpose.
2. Without limiting the generality of clause 1:
 - 2.1. A Member's benefit must be paid by the Trustee by way of a pension or otherwise as permitted by the Act unless the Member requests the Trustee to pay some or all of that Member's benefit as a lump sum.
 - 2.2. No benefit may be paid by the Trustee in a form not permitted or countenanced by the Act.
 - 2.3. A request under clause 2.1 must be made in writing and must be in such form as the Trustee may, in its absolute discretion, determine.
 - 2.4. A benefit or a part of it payable by way of a pension will be paid either by the Trustee applying the relevant proportion of the benefit to which the Member is entitled in the purchase of an annuity (as defined in the Act) for the Member in such manner and on such conditions as the Trustee, in its absolute discretion, determines or, by paying the relevant proportion of the benefit as a pension of such amount and on such conditions as the Trustee and the Member agree.
 - 2.5. If the Member elects that the pension is to be a pension for the purposes of the Act and that it is to comply with certain minimum standards prescribed by the Act, the agreement between the Trustee and the Member must include the requirements that ensure both that it is a pension of that type and that it complies with those standards, and this Deed will be deemed to include in it those requirements and those standards by only to the extent that this Deed relates to that pension.
3. Benefits payable to or in respect of a Member may only be paid in cash to the extent permitted by the Act.
4. Where a Member or former Member wishes to effect a roll over in respect of all or any part of any benefit, payable to him from the Fund he must make a request to the Trustee in writing nominating the institution to which the payment is to be made and the amount to be applied as the roll over payment. The Member or former Member must also complete and execute such documents as are required by the Trustee and under the Act to effect and record the roll over payment.
5. Subject to the Act, where a Member and/or any other person is entitled to be paid a benefit or the Trustee, in its discretion, determines to pay a benefit, and where the Trustee holds a Policy of any kind in respect of the Member, the Trustee may, in its absolute discretion and in lieu of surrendering the Policy, assign it to the Member or other person or to such one or more of them to the exclusion of the other or others as the Trustee, in its discretion, may determine and on such terms and conditions as the Trustee and the Member may agree. The value of the Policy as at the date of

assignment will be deducted from the benefit payable to the Member and/or other person.

6. Where a benefit is payable under these Rules by way of pension then subject to the other provision of these Rules the Trustee shall, in its absolute discretion, but subject in all things to the Act, determine the amount of the pension and the manner in which and the period for which it is paid. The pension shall accrue from day to day from the day following the event which gave rise to its payment and shall be paid by way of instalments, which may be equal or unequal, on the dates the Trustee determines. A recipient of a pension may, subject in all things to the Act, commute to a lump sum payment, such amount permitted by the Act subject to making written application to the Trustee and otherwise complying with the reasonable requirements and directions of the Trustee.

APPENDIX A

APPLICATION FOR PARTICIPATION BY AN EMPLOYER

To the Trustee of **THE PAMRALF SUPERANNUATION FUND**

(hereinafter called '**the Employer**') applies to participate in the above Fund and to include employees of the Employer as members of the Fund and in consideration of the acceptance of the Employer as a participant in the Fund, the Associated Employer undertakes to contribute to the Fund and be bound by the Deed and Rules governing the Fund as if it were originally named in it.

Dated the _____ day of _____ 2002

THE COMMON SEAL of _____)
_____)
is affixed in accordance with its _____)
articles of association:

.....
Signature of Witness

.....
Signature of Witness

.....
Print Name of Witness

.....
Print Name of Witness

.....
Office Held

.....
Office Held

APPENDIX B
APPLICATION FOR MEMBERSHIP
OF

THE PAMRALF SUPERANNUATION FUND

1. I, _____ of _____ apply for membership of the above Fund which is administered in terms of a Deed dated _____ of _____.
2. I have been advised of the benefits which I am entitled to receive from the Fund on retirement, death or termination of service with my Employer.
3. In consideration of my admission to membership, I agree to abide by and be bound by the provisions of the Deed and I declare that I am not entitled to a deferred annuity and I am not a Member of any other superannuation fund or approved deposit fund nor have I received benefits from any such fund, other than the following:
4. I authorise my current Employer to deduct from my salary such amounts (if any) as are from time to time agreed upon by myself and my Employer as contributions to be made by me to the Fund.
5. I consent to Ralph Billett and Pam Billett acting as Trustee of the fund.

6. **Nomination of Beneficiaries**

Whilst I acknowledge the discretion to the Trustee, to determine who the benefit is paid to, I nominate the following persons to receive the benefit payable by the Trustee of the Fund in the event of my death:

Person	Entitlement (%)

Dated the _____ day of _____ 2002

.....
Signature of Applicant

.....
Signature of Witness

.....
Print Name of Witness