

Trust Deed

- establishing -

The Robyn Ottey
Superannuation Fund

TERRY McMASTER & CO PTY
Solicitors & Consultants
incorporating
FEEST COMPANY SERVICES

P.O. Box 1061, Hampton North, Vic. 3188
Telephone: (03) 9533 1488
Facsimile: (03) 9533 1789
Email: FEEST@madas.com.au

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SUPERANNUATION FUND TRUST DEED

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SUPERANNUATION FUND TRUST DEED

THIS DEED is executed on the Signing Date by the Person nominated in the Schedule as the Trustee.

WHEREAS:

- A. The Trustee has decided to set up a Self-Managed Superannuation Fund for the sole purpose of providing Retirement Benefits to Members, Death Benefits to Members' Dependants and certain Ancillary Benefits permitted under the Superannuation Law.
- B. The Self-Managed Superannuation Fund is known by the name stated in the Schedule and is referred to as "the Fund" in this Deed.
- C. The Trustee agrees to be the Trustee of the Fund and to be bound by this Trust Deed.
- D. The Fund's sole purpose is to provide Retirement Benefits to Members, Death Benefits to Members' Dependants and certain other Ancillary Benefits permitted under the Superannuation Law.
- E. The Fund shall satisfy the criteria for regulated Self-Managed Superannuation Funds to obtain tax concessions under the Superannuation Law.
- F. The Trust deed does not permit the Trustee to do any act or thing that may prejudice the Fund's status as a regulated superannuation fund under the Superannuation Law.

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NOW THIS DEED WITNESSES:

1. INTRODUCTION

1.1 Establishment of the Fund

- 1.1.1 The Trustee establishes a Self-Managed Superannuation Fund known by the name specified in the Schedule and referred to in this Deed as "the Fund".
- 1.1.2 The Fund will commence on the Commencement Date.
- 1.1.3 The Fund shall satisfy the conditions set out in section 17A of the Superannuation Industry (Supervision) Act 1993 for superannuation funds to be treated as Self-Managed Superannuation Funds under that Act.

1.2 Compliance with the Superannuation Law

- 1.2.1 The Fund is set up to obtain the concessional tax treatment provided to regulated Self-Managed Superannuation Funds under the Superannuation Law.
- 1.2.2 The Trustee may do any act or thing necessary to ensure that the Fund complies with the Superannuation Law and remains eligible for the concessional tax treatment provided to regulated Self-Managed Superannuation Funds under the Superannuation Law.
- 1.2.3 The Trustee may not do any act or thing that breaches the Superannuation Law or prejudices the Fund's ability to obtain concessional tax treatment under the Superannuation Law.
- 1.2.4 Each provision in this Deed shall be read as subject to a proviso that it shall not be of any effect if it prejudices the Fund's ability to obtain concessional tax treatment under the Superannuation Law.
- 1.2.5 The Deed includes the provisions of the Superannuation Law applying to regulated Self-Managed Superannuation Funds and these provisions shall prevail over the other provisions of this Deed to the extent of any inconsistency.

1.3 The Fund's Sole Purpose

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1.3.1 The Fund's sole purpose is to provide Retirement Benefits to Members, Death Benefits to Members' Dependants and certain Ancillary Benefits permitted under the Superannuation Law.

1.3.2 The Trustee shall observe the provisions of this Deed and the obligations imposed under the Superannuation Law so far as they must be observed to ensure the Fund receives the tax concessions provided to regulated Self-Managed Superannuation Funds under the Superannuation Law.

1.4 Investment of Fund Assets

1.4.1 The Trustee shall invest the Fund's Assets to maximise its ability to pay Retirement Benefits to Members.

1.4.2 The Trustee shall not invest in an Asset or any other Asset which is not permitted by the Superannuation Law.

1.5 Position of Employers

1.5.1 A Member's Employer may contribute to the Fund.

1.5.2 Nothing in this Deed shall prejudice the Employer's right to terminate a Member's employment. If the Member's employment is terminated the loss of future superannuation benefits shall not be grounds for a claim for damages by the Member against the Employer

1.5.2 Nothing in this Deed shall prejudice the right of a Member or a Member's Personal representative or related Persons to claim damages or compensation if the Member is injured or dies as a result of the Member's employment.

1.6 Member's Benefits Fully Secure

The rights of the Members and their Dependants to receive the Benefits payable under this Deed shall be fully secure as required by the Superannuation Law.

2. THE TRUSTEE

2.1 Persons who may act as Trustee

The following Persons may be Trustees of the Fund:

2.1.1 the Person specified in the Schedule as the Trustee;

2.1.2 a Constitutional Corporation;

2.1.3 a natural Person; or

2.1.4 any other Person able to act as a trustee of the Fund under the Superannuation Law.

2.2 Persons who must be Trustees

2.2.1 In the case of Individual Trustees, all Persons who must be Trustees for the Fund to receive the tax concessions provided to regulated Self-Managed Superannuation Funds under the Superannuation Law shall be Trustees unless they are within one of the exceptions stated in section 17A of the Superannuation Industry Supervision Act.

2.2.2 In the case of a Corporate Trustee, all Persons who must be Directors of the Constitutional Corporation for the Fund to receive the tax concessions provided to regulated Self-Managed Superannuation Funds under the Superannuation Law shall be Directors of that Constitutional Corporation unless they are within one of the exceptions stated in section 17A of the Superannuation Industry Supervision Act.

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2.3 Persons who must not be Trustees

No Person shall act as a Trustee or a Director of a Constitutional Corporation that is the Trustee if to do so prejudices the ability of the Fund to receive the tax concessions provided to regulated Self-Managed Superannuation Funds under the Superannuation Law.

2.4 Appointment of new Trustee

2.4.1 A new Trustee shall be appointed in writing by the other Trustee.

2.4.2 If for any reason there is no Person acting as Trustee then the Members shall be deemed to be the Trustees.

2.4.3 On the death of a Trustee the legal personal representative of the deceased Trustee shall be deemed to be a Trustee until a new Trustee is appointed under this Deed.

2.5 Change of Trustee

2.5.1 No Trustee shall cease to be a Trustee if to do so prejudices the Fund's ability to receive the tax concessions provided to regulated Self-Managed Superannuation Funds under the Superannuation Law.

2.5.2 Subject to the preceding sub-paragraph, a Trustee may resign as a Trustee on giving one month's written notice to each other Trustee and to each Member.

2.5.3 A Trustee shall cease to act as a Trustee of the Fund:

2.5.3.1 if the Trustee becomes bankrupt or goes into receivership or liquidation;

2.5.3.2 if remaining a Trustee may prejudice the ability of the Fund to receive the tax concessions provided to regulated Self-Managed Superannuation Funds under the Superannuation Law;

2.5.3.3 if the Trustee resigns as a Trustee of the Fund;

2.5.3.4 in the case of a Individual Trustee, the Trustee dies or becomes mentally or physically unable to act as a Trustee; or

2.5.3.5 if the Trustee is removed from office by notice in writing given by a majority of Members.

2.5.4 On ceasing to be a Trustee a Person shall deliver the Fund's Assets to the other Trustee and shall sign all documents required to pass title to the Fund's Assets to the other Trustee.

2.6 Trustees' Meetings

2.6.1 A quorum of Trustees shall be all Persons who are Trustees.

2.6.2 Trustees' meetings shall be controlled by the Trustees and shall follow the protocol established for meetings by Trustees.

2.7 Procedures for complaints and disputes

2.7.1 The Trustee may establish procedures to deal with all complaints and disputes. These procedures shall comply with all requirements for the Fund to receive the tax concessions provided to regulated Self-Managed Superannuation Funds under the Superannuation Law.

2.7.2 The Trustee shall comply with any order or finding of any tribunal or court dealing with any matter in which the Trustee is a party or is otherwise connected.

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2.8 Trustee not to receive remuneration

2.8.1 The Trustee shall not receive remuneration for acting as a Trustee of the Fund.

2.8.2 The Trustee may be reimbursed from the Fund for all costs incurred by the Trustee in connection with the Fund.

2.9 The Trustee's Powers

2.9.1 The Trustee has all powers provided under the law and under this Deed including the powers set out in the Schedules to this Deed.

2.9.2 The powers held by the Trustee under the law and under this Deed may be exercised by the Trustee notwithstanding that the Trustee has an interest in the exercise of those powers or may benefit as a result of the exercise of those powers.

2.9.3 The Trustee has an unfettered discretion in the exercise of all its powers provided this does not breach any law relating to discrimination on the grounds of age, gender, race or other criteria.

2.9.4 The Trustee may delegate any of its powers to any Person on such conditions as the Trustee may determine.

2.9.5 The Trustee may accept directions from other Persons including Members.

2.10 Limitation of Trustee's liability

The Trustee is not be liable for any act or thing done or omitted to be done in connection with the Fund except if the Trustee:

2.10.1 acts dishonestly or fraudulently;

2.10.2 fails to exercise the standard of care required of a reasonable Person; or

2.10.3 incurs a penalty under the Superannuation Law.

2.11 Trustee's Indemnity

The Trustee shall be indemnified by the Fund against all claims arising from the exercise of its powers under this Deed or at law except if the Trustee:

2.11.1 acts dishonestly or fraudulently;

2.11.2 fails to exercise the standard of care required of a reasonable Person; or

2.11.3 incurs a penalty under the Superannuation Law, and

if a Director of a Corporate Trustee incurs a liability in acting as a Director of the Trustee in respect of conduct or circumstances for which the Trustee is entitled to be indemnified out of the Fund, the Director shall also be indemnified out of the Fund in respect of such liability.

2.12 Trustee's Covenants

The Trustee agrees to be bound by the covenants set out in sub-clause 52(2) of the Superannuation Industry (Supervision) Act 1993 including but not limited to the covenant to:

2.12.1 act honestly in all matters concerning the Fund;

2.12.2 exercise in all matters affecting the Fund the same degree of care, skill and diligence as an ordinary prudent Person would exercise in dealing with Assets of another for whom the Person felt morally bound to provide;

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- 2.12.3 ensure that the Trustee's duties and powers are performed and exercised in the best interests of the Members;
- 2.12.4 keep the Fund's Assets separate from other assets held by the Trustee or related parties;
- 2.12.5 not to enter into any contract, or do anything else, that would prevent the Trustee from, or hinder the Trustee in, properly performing or exercising the Trustee's functions and powers;
- 2.12.6 to formulate and give effect to an Investment Strategy that has regard to the whole of the circumstances of the Fund including, but not limited to, the following:
 - 2.12.6.1 the risk involved in making, holding and realising, and the likely return from, the Fund's Investments having regard to its objectives and expected cash-flow requirements;
 - 2.12.6.2 the composition of the Fund's Assets as a whole including the extent to which the Investments are diverse or involve the Fund in being exposed to risks from inadequate diversification;
 - 2.12.6.3 the liquidity of the Fund's Assets having regard to its expected cash flow requirements; and
 - 2.12.6.4 the ability of the Fund to discharge its liabilities;
- 2.12.7 if there are any reserves of the Fund - to formulate and to give effect to a strategy for their prudential management, consistent with the Fund's Investment Strategy and its capacity to discharge its liabilities (whether actual or contingent) as and when they fall due; and
- 2.12.8 to allow a Member access to any prescribed information or any prescribed documents.

2.13 Extent of Section 52 Covenants

- 2.13.1 The covenants set out in the above sub-clause do not prevent the Trustee from engaging other Persons to undertake the tasks necessary for the Trustee to observe these covenants and these tasks need not be completed Personally by the Trustee.
- 2.13.2 The covenants set in the above sub-clause do not prohibit the Trustee from accepting directions from the Members in respect of the Fund's Investment Strategy.

3. MEMBERSHIP OF THE FUND

3.1 Application for Membership

- 3.1.1 The Trustee may accept written applications from persons to become Members.
- 3.1.2 The written application to become a Member shall be in such form as the Trustee may determine. It may include the date of the application; the person's name, address and contact details; the name of any other superannuation fund the Member is a member of; the amount and composition of any superannuation benefits to be rolled into the Fund and any other matter stated by the Trustee.

3.2 Individuals who may be Members

The following individuals may be Members:

- 3.2.1 persons who are employed;
- 3.2.2 persons who are self-employed including self-employed investors;

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- 3.2.3 persons who have retired irrespective of age;
- 3.2.4 a Child;
- 3.2.5 spouses of Gainfully Employed persons; and
- 3.2.6 any other persons who may be a Member under the Superannuation Law.

3.3 Acceptance of a Contribution deemed to be acceptance of the Member

The acceptance of a Contribution for a person is deemed to be the acceptance of that Person as a Member. If that person has not applied to become a Member under clause 3.1 that person is deemed to have applied in writing to become a Member.

3.4 Trustee's discretion to accept an application to become a Member

- 3.4.1 The Trustee may decline to accept an application from an individual to become a Member and shall not be required to give any reason for doing so.
- 3.4.2 The Trustee may impose conditions on the acceptance of any application to become a Member.

3.5 Members to be bound by the Deed

Persons who become Members are deemed to be bound by this Deed as if they were parties to it. The actual or deemed application to become a Member under the above sub-clauses shall be deemed to be a consent by the Member to be bound by this Deed.

3.6 Members to Provide Information

- 3.6.1 The Trustee may require a Member to provide information as the Trustee determines, including information regarding their financial situation, health and Dependants.
- 3.6.2 A Member shall inform the Trustee in writing within seven days of any event occurring, including the attainment of any age, where the Trustee must pay or commence to pay a Benefit to the Member under the Superannuation Law.

3.7 Ceasing to be a Member

A Member shall remain a Member until:

- 3.7.1 the Member's Benefits are paid to the Member;
- 3.7.2 the Member's Benefits are paid to an Approved Superannuation Arrangement;
- 3.7.3 the Member's Benefit is nil; or
- 3.7.4 the Trustee otherwise determines.

3.8 Information to be provided to Members

- 3.8.1 The Trustee shall provide to Members all information required under the Superannuation Law.
- 3.8.2 On a Person ceasing to be a Member the Trustee shall provide to the Member and all other relevant Persons all information required to be provided under the Superannuation Law.
- 3.8.3 The Trustee shall provide a copy of this Deed and other trust documents and any other information regarding the Fund when requested to do so by the Member and when required to do so by the Superannuation Law.

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- 3.8.4 The Trustee is not required to give any person any information regarding the Fund except as stated in the preceding paragraphs.

3.9 Members' Meetings

- 3.9.1 A Member or a Trustee may call a meeting of the Fund's Members by serving a written notice on the Trustee and the Members. The notice must state the agenda and the date and time of the meeting. The Trustee must convene a meeting of Members on receiving the written notice at the time and place stated in the notice or at some other time and place agreed to by the Members. Members must receive at least 14 days notice of the meeting.
- 3.9.2 A notice of a meeting of Members shall be deemed to have been validly given if it is given personally to the Member or Trustee or if posted by prepaid ordinary mail addressed to the Member or Trustee at their last known address. When so posted the notice shall be deemed to have been given 3 days after the date of posting.
- 3.9.3 Meetings of Members shall be conducted under the established protocols for meetings and shall observe all requirements that must be observed for the Fund to receive the tax concessions provided to regulated Self-Managed Superannuation Funds under the Superannuation Law.
- 3.9.4 All Members must be present in person or by proxy. A member may appoint in writing another Person to be the Member's proxy provided at least four hours notice of the appointment is provided to the other Members and the Trustee.
- 3.9.5 Each Member shall have one vote. A simple majority of votes of Members present in person or by proxy shall determine all issues considered at the meeting. The Chairperson shall have a casting vote if a matter cannot be otherwise resolved.
- 3.9.6 The Trustee shall create and maintain a register of minutes of meetings of the Members. All Members shall have access to this register and may make copies of the minutes of meetings of the Members should they choose to do so.

3.10 Members' Accumulation Accounts

The Trustee shall set up an Accumulation Account for each Member. The Member's Accumulation Account will be credited with:

- 3.10.1 any amount paid into the Fund for the Member from an Approved Superannuation Arrangement;
- 3.10.2 any Member Contributions;
- 3.10.3 any Employer Contributions;
- 3.10.4 any other Contributions made by any other person in respect of the Member;
- 3.10.5 the proceeds of any life insurance policy or similar contract held by the Trustee on the life of the Member;
- 3.10.6 the Member's share of the income and profits derived from the Fund's Assets;
- 3.10.7 any amount transferred from the Member's Pension Benefit Account; and
- 3.10.8 such other amounts as the Trustee may determine.

3.11 Debits to Accumulation Accounts

The Member's Accumulation Account will be debited with:

- 3.11.1 any amount paid to an Approved Superannuation Arrangement for the Member;

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- 3.11.2 any amount paid to the Member or at the direction of the Member;
- 3.11.3 the costs of any life insurance policy or similar contract held by the Trustee on the life of the Member;
- 3.11.4 a share of the Fund's Taxation liability and superannuation surcharge liability, as determined by the Trustee;
- 3.11.5 a share of the costs of the Fund including any realised or unrealised losses on Investments as determined by the Trustee;
- 3.11.6 any amount transferred to the Member's Pension Benefit Account; and
- 3.11.7 such other amounts as the Trustee may determine.

3.12 Membership Classification

The Trustee may create different classes of Membership. Each Membership Class shall have such rights as the Trustee determines.

3.13 Membership Re-Classification

The Trustee may re-classify a Member at any time provided this does not reduce the Member's Benefits at the date of re-classification.

4 THE FUND

4.1 Fund's Assets vest in the Trustee

The Fund's Assets shall vest in the Trustee and shall be managed by the Trustee subject to the provisions of this Deed and the Superannuation Law.

4.2 The Fund's Assets

The Fund's Assets include any property held by the Trustee under this Deed. This includes:

- 4.2.1 any amount standing or transferred to the credit of a Member at or after the Commencement Date;
- 4.2.2 Member's Contributions;
- 4.2.3 Employer's Contributions;
- 4.2.4 Contributions by any other Person;
- 4.2.5 interest, profits, dividends, distributions of income and other earnings from the Fund's Investments;
- 4.2.6 the proceeds of any life insurance policy or similar contract; and
- 4.2.7 any cash or other Assets transferred to the Fund from an Approved Superannuation Arrangement.

4.3 Income and Expense Accounts

The Trustee shall maintain Books sufficient to allow the Fund's financial performance to be measured each Year. The Trustee shall prepare a set of accounts including a profit and loss statement and a balance sheet to satisfy all relevant information requirements, including those created by the Deed and the Superannuation Law. This includes the Fund's income tax return and all related statutory compliance documents.

4.4 Determination and Allocation of Net Income

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- 4.4.1 Net Income shall be determined by the Trustee each Year and shall be allocated amongst the Members or transferred to a General Reserve Account as the Trustee may determine.
- 4.4.2 Without limiting the generality of the preceding sub-paragraph, the Fund's Net Income may be allocated to the Members in accordance with the amounts in the Member's Accounts at the start of the Year adjusted for Contributions received and Benefits paid in respect of each Member during the Year.

4.5 General Reserve Account and Other Reserve Accounts

- 4.5.1 The Trustee may set up a General Reserve Account or a similar account to smooth the Fund's investment returns and provide for future contingencies, including losses on Investments and the payment of future Benefits to Members.
- 4.5.2 The Trustee may transfer such amounts as the Trustee determines to or from the General Reserve Account from or to the Members' Benefit Accounts and Members' Pension Accounts.
- 4.5.3 The Trustee may credit any Member's Forfeited Benefits to or from the General Reserve Account.
- 4.5.4 The Trustee may allocate specific Assets to the General Reserve Account if it wishes to do so. The income from the Assets allocated to the General Reserve Account shall be credited to the General Reserve Account or to the Members' Benefit Account or shall be otherwise dealt with by the Trustee under this Deed.
- 4.5.5 The Trustee may create other reserve accounts for specific purposes including a pension reserve account where this is permitted under the Superannuation Law and the above sub-clauses shall apply equally to such other reserve accounts.

4.6 Specific Assets and Member's Sub-funds

- 4.6.1 The Trustee may allocate a specific Asset to a specific Member and may allocate the Net Income generated by that Asset and the related taxation liability or credit to that Member's Accumulation Account.
- 4.6.2 The Trustee may create a sub-fund for a specific Member or a specific group of Members. The sub-fund will consist of a group of Assets held for the benefit of the specific group Members. The Trustee may credit the Net Income generated by those Assets less the related taxation liability to the Members' Accumulation Accounts.

4.7 Bank Account

The Trustee shall open and maintain a bank account, cash management trust account or similar facility with an appropriate institution. All monies paid to the Trustee shall be credited to this account and all payments made by the Trustee shall be debited to this account.

4.8 Records to be kept

- 4.8.1 The Trustee shall keep all Books required by the Superannuation Law for such time as is required by the Superannuation Law; and
- 4.8.2 The Trustee shall prepare and lodge with the appropriate Person by the appropriate time all returns, reports, statements and similar documents required for the Fund to receive the tax concessions provided to regulated Self-Managed Superannuation Funds under the Superannuation Law.

4.9 Audit of accounts

The Trustee shall:

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- 4.9.1 arrange for an appropriately qualified and experienced Person to be appointed as the Auditor. The Auditor shall audit the Fund's Books each Year or as otherwise required for the Fund to receive the tax concessions provided to regulated Self-Managed Superannuation Funds under the Superannuation Law;
- 4.9.2 provide all information required by the Auditor to audit the Fund's Books; and
- 4.9.3 obtain from the Auditor the certificate required for the Fund to receive the tax concessions provided to regulated Self-Managed Superannuation Funds under the Superannuation Law.

4.10 Disclosure and Reporting Requirements

The Trustee shall provide to Members, the Regulator, the Actuary, the Auditor and any other relevant Person all information in such format and by such time as is necessary for the Fund to receive the tax concessions provided to regulated Self-Managed Superannuation Funds under the Superannuation Law.

4.11 Directions of the Regulator

The Trustee shall comply with any lawful direction or requirement of the Regulator in relation to the Fund as is necessary for the Fund to receive the tax concessions provided to regulated Self-Managed Superannuation Funds under the Superannuation Law.

4.12 Limitation of Trustee's Liability

The Trustee shall not be liable for any failure by any auditor, actuary or other Persons engaged under this clause to exercise a reasonable standard of care in discharging their duties.

4.13 Appointment of Actuary

The Trustee may engage an Actuary on such terms as it determines.

4.14 Appointment of Other Persons

The Trustee may engage other persons on such terms as it determines to provide other services to the Fund including but not limited to administration services, investment management and advice services, accounting services, tax planning services and custodian services.

5. THE TRUSTEE'S INVESTMENTS POWERS

5.1 Investment Strategy

- 5.1.1 The Trustee shall prepare and implement an Investment Strategy. This strategy shall consider risk and return, liquidity, the diversification of Assets, the ability of the Fund to pay benefits to Members and any other relevant matter including the matters referred to in sub-clause 2.12 of this Deed.
- 5.1.2 The Investment Strategy shall consider such matters as are required for the Fund to receive the tax concessions provided to regulated Self-Managed Superannuation Funds under the Superannuation Law.
- 5.1.3 The Investment Strategy may distinguish between different Members and different classes of Members. The Trustee may create separate Investment Strategies for different Members and classes of Members.
- 5.1.4 The Investment Strategy may be prepared with the assistance and direction of Members and may reflect the individual investment preferences of different Members and different classes of Members.
- 5.1.5 The Trustee may create a separate Investment Strategy to for various reserves including any General Reserve Account created under sub-clause 4.5 of this Deed.

SUPERANNUATION FUND TRUST DEED

5.2 Authorised Investments

- 5.2.1 The Fund's Assets shall be invested by the Trustee in accordance with its Investment Strategies in the Assets specified in the Schedules to this Deed. The Trustee may not invest in any Assets not included in the Schedules to this Deed.
- 5.2.2 The Trustee may sell any Assets and otherwise deal with the the Fund's Assets as it sees fit. This is provided the Trustee is satisfied that this maximises the investment returns earned on the Fund's Assets.
- 5.2.3 The Trustee may not acquire or retain an In-House Asset.

6 MEMBERS' BENEFITS

6.1 Transfers to Approved Superannuation Arrangements

- 6.1.1 A Member may request that all or a part of their Member's Benefit be transferred to an Approved Superannuation Arrangement.
- 6.1.2 On receiving the request the Trustee must pay to the Approved Superannuation Arrangement the amount stated in the request less such costs, including taxation and other government charges, as the Trustee believes are appropriate. The payment may be in cash or other Assets and shall be made within a reasonable time of receiving this request.
- 6.1.3 The receipt of the Member's Benefit by the Approved Superannuation Arrangement shall be a complete discharge to the Trustee of all liabilities in respect of the amount transferred. The Trustee shall thereafter not be responsible for the Member's Benefit and the Member shall have no further claim on the Trustee for the amount transferred.
- 6.1.4 The Trustee must provide the Approved Superannuation Arrangement with all information required under the Superannuation Law.
- 6.1.5 Amounts transferred may be in cash or other Assets. In the case of other Assets the amount recorded in the Member's Accumulation Account or the Member's Pension Account shall be the Market Value of the other Assets at the date of the transfer.

6.2 Preserved Benefits

Preserved Benefits may only be transferred to an Approved Superannuation Arrangement if the Governing Rules of the Approved Superannuation Arrangement require the Preserved Benefits to be preserved under the Superannuation Law.

6.3 Transfers from Approved Superannuation Arrangements

- 6.3.1 A Member may request the Trustee to accept a transfer of Benefits from another Approved Superannuation Arrangement.
- 6.3.2 The Trustee may accept or decline this request with or without conditions and shall not be required to give reasons for its decision.
- 6.3.3 The acceptance of the request shall be subject to any relevant preservation requirements applying under the Superannuation Law to the Approved Superannuation Arrangement.
- 6.3.4 The Trustee shall record the value of the Benefits in the Member's Accumulation Account.
- 6.3.5 Amounts transferred may be in cash or other Assets. In the case of other Assets the amount recorded in the Member's Accumulation Account or the Member's Pension Account shall be the Market Value of the other Assets at the date of the transfer.

SUPERANNUATION FUND TRUST DEED

6.4 Forfeiture of Benefits

6.4.1 Any Member:

6.4.1.1 who assigns or charges or attempts to assign or charge the Member's Benefit;

6.4.1.2 whose Member's Benefit becomes payable to or vested in any other Person or public authority;

6.4.1.3 who commits an act of bankruptcy;

6.4.1.4 who the Trustee believes is not able to manage their affairs; or

6.4.1.5 who is dishonest or fraudulent in respect of the Fund

shall forfeit their Member's Benefit.

6.5 Forfeiture Account

Any forfeited Member Benefits shall be transferred to a Forfeiture Account. The Forfeiture Account shall not form part of any Member's Account. The amounts in the Forfeiture Account shall be invested by the Trustee. Any earnings derived from the Forfeiture Account shall be credited to the Forfeiture Account and any losses incurred on the Forfeiture Account shall be debited to to the Forfeiture Account.

6.6 Application of Forfeited Benefits

The Trustee shall deal with the Forfeited Benefits as the Trustee determines. Without limiting the generality of the foregoing the Trustee may apply the Forfeited Benefits for the benefit of the Member or to the Dependants of the Member on such terms as the Trustee determines.

7 THE PAYMENT OF BENEFITS

7.1 Pension Benefits

7.1.1 A Member may request in writing for the Trustee to pay the Member a Pension or a similar benefit out of the Member's Benefit.

7.1.2 This application may only be made if the Member's Benefit can be paid to the Member by the Fund in the manner requested by the Member without breaching the preservation rules set out in the Superannuation Law or any other rules set out in the Superannuation Law.

7.1.3 On receiving the Member's Application, and subject to any conditions that the Trustee may determine, the Trustee may pay a Pension Benefit to the Member.

7.2 Pension Account

Where a Member applies for a Pension Benefit and the Trustee determines to pay the Member a Pension Benefit, the Trustee shall create a Pension Benefit Account for the Member. The Trustee shall transfer all or part of the Member's Benefit to the Member's Pension Benefit Account.

7.3 Operation of the Pension Benefit Account

7.3.1 The following amounts shall be credited to the Member's Pension Benefit Account:

7.3.1.1 amounts transferred from the Member's Benefit Account;

7.3.1.2 amounts paid into the Fund for the Member that are not credited to the Member's Benefit Account; and

SUPERANNUATION FUND TRUST DEED

7.3.1.3 any earnings on the investment of the Fund, as if the Member's Pension Account was a Member's Benefit Account; and

7.3.1.4 such other amounts as the Trustee may determine.

7.3.2 The following amounts shall be debited to the Member's Pension Benefit Account:

7.3.2.1 all amounts transferred out of the Fund to an Approved Superannuation Arrangement for the Member;

7.3.2.2 any payments made to or for the benefit of the Member;

7.3.2.3 a share of any expenses or losses of the Fund, as determined by the Trustee; or

7.3.2.4 such other amounts as the Trustee may determine.

7.4 Allocated Pension Conditions

An Allocated Pension may only be paid if it satisfies the following conditions:

7.4.1 the Allocated Pension is paid at least annually;

7.4.2 the amount paid each year is not more than the upper limits or less than the lower limits specified in Schedule 1A of the SISA Regulations;

7.4.3 the Allocated Pension cannot be transferred to any Person other than a Reversionary Beneficiary on the death of the Member;

7.4.4 the capital value of the Allocated Pension cannot be used as security for a Loan; and

7.4.5 any other conditions that may be imposed under the Superannuation Law for the payment of an Allocated Pension if the Fund is to maintain its ability to receive the tax concessions provided to regulated Self-Managed Superannuation Funds under the Superannuation Law.

7.5 Complying Pension Conditions

A Complying Pension may only be paid if it satisfies the following conditions:

7.5.1 the Member has reached the old age pension retirement age;

7.5.2 the Complying Pension is paid at least annually;

7.5.3 the payments are made at least once a year and are for:

7.5.3.1 a minimum of 15 years, or the Member's life expectancy, if more than 15 years; and

7.5.3.2 the Member's life expectancy if less than 15 years; or

7.5.3.3 such other terms as the Trustee may determine;

7.5.4 the whole of the Member's Pension Benefit Account is expected to be exhausted by the end of the Complying Pension;

7.5.5 the payments made each year cannot:

7.5.5.1 increase by more than 5% of the payments made in the previous year, or, if the CPI is greater than 4%, by the CPI plus 1%, or

7.5.5.2 be less than the payments made in the previous year.

SUPERANNUATION FUND TRUST DEED

- 7.5.6 commutation can only occur:
- 7.5.6.1 within six months of the Complying Pension starting;
 - 7.5.6.2 on the death of the Member; or
 - 7.5.6.3 if on commutation the Member's Benefit is transferred directly to another Complying Pension or other investment determined by the Trustee provided that doing so does not prejudice the Fund's ability to receive the tax concessions provided to regulated Self-Managed Superannuation Funds under the Superannuation Law;
- 7.5.7 the capital value of the Complying Pension cannot be used as security for a Loan; and
- 7.5.8 other conditions imposed by the Superannuation Law for the payment of a Complying Pension if the Fund is to maintain its ability to receive the tax concessions provided to regulated Self-Managed Superannuation Funds under the Superannuation Law.

7.6 Segregation of Pension Assets

The Trustee shall segregate the Assets comprising each Member's Pension Benefit Account from the other Assets of the Fund. The Trustee shall treat these Assets as segregated assets for the purposes of the Superannuation Law.

7.7 Death of a Member Receiving a Pension Benefit

On the death of a Member receiving a Pension Benefit, the Trustee may pay a Pension Benefit or a Lump Sum Benefit to a Reversionary Beneficiary or such other Person as the Trustee may determine on such conditions as the Trustee may determine.

7.8 Commutation of Allocated Pension Benefits

An Allocated Pension Benefit may be commuted to a Lump Sum Benefit by the Trustee on the written application of the Member.

7.9 Commutation of Complying Pension Benefits

A Complying Pension Benefit may be commuted to a Lump Sum Benefit by the Trustee on the written application of the Member:

- 7.9.1 within six months of the Complying Pension starting;
- 7.9.2 on the death of the Member; or
- 7.9.3 if on the commutation the Member's Benefit is transferred to another Complying Pension.

This is provided that the commutation does not prejudice the the Fund's ability to receive the tax concessions provided to regulated Self-Managed Superannuation Funds under the Superannuation Law.

7.10 Adjustment of Pension following the Commutation

If a Member commutes all or part of a Pension Benefit to a Lump Sum Benefit the Trustee shall reduce the the Member's Pension Benefit by such amount as the Trustee determines.

7.11 Payment of a Lump Sum Benefit

The Trustee may on the written application of a Member pay a Lump Sum Benefit to the Member. The payment of the Lump Sum Benefit shall be a complete discharge of all

SUPERANNUATION FUND TRUST DEED

liabilities owed by the Trustee to the Member in respect of the amount paid. The Trustee shall not be bound to see to the application of this amount once paid.

7.12 Death Benefits

7.12.1 On the death of a Member who has a Nominated Beneficiary the Trustee shall pay the balance of the deceased Member's Benefit to the Nominated Beneficiary as a Lump Sum Benefit or as a Pension Benefit as the Trustee may determine.

7.12.2 On the death of a Member who does not have a Nominated Beneficiary the Trustee shall pay the balance of the deceased Member's Benefits as follows:

7.12.2.1 On the death of a Member with Dependants the Trustee shall pay the balance of the deceased Member's Benefit to all or one of the Deceased Member's Dependants as a Lump Sum Benefit or as a Pension Benefit as the Trustee may determine.

7.12.2.2 On the death of a Member without Dependants the Trustee shall pay the balance of the deceased Member's Benefit to the legal personal representative of the deceased Member as a Lump Sum Benefit or as a Pension Benefit as the Trustee may determine.

7.12.2.3 On the death of a Member with no Dependants and no legal personal representative the Trustee shall pay the balance of the deceased Member's Benefit to the deceased Member's Relatives as a Lump Sum Benefit or as a Pension Benefit as the Trustee determines.

7.12.2.3.1 On the death of a Member with no Dependants, no legal personal representative and no Relatives the Trustee shall treat the deceased Member's Benefits as Forfeited Benefits and shall allocate them amongst the other Members of the Fund as the Trustee determines.

7.12.3 The Trustee may pay a Benefit to a Member if the Member is Disabled or in financial distress as permitted by the Superannuation Law.

7.13 Notification of Potential Benefit Entitlement to Interested Persons

Before paying a Death Benefit the Trustee shall do all things necessary to comply with all provisions in the Superannuation Law concerning the payment of Death Benefits.

SUPERANNUATION FUND TRUST DEED

7.14 Payments on Behalf of Beneficiaries

Where a Person to whom a benefit is to be paid is under age eighteen, is under a legal disability or the Trustee believes is unable to properly look after his or her own affairs the Trustee may hold the Benefits payable to that Person on trust for that Person and:

- 7.14.1 apply them to the maintenance, education, advancement, support or benefit of that Person as the Trustee may determine; or
- 7.14.2 pay them to any other Person who appears to be a guardian or custodian of that Person as the Trustee may determine,

and this shall be deemed to be the payment of the Benefit to that Person.

7.15 Preservation Conditions

- 7.15.1 A Preserved Benefit shall not be paid to a Member unless the Member has ceased Gainful Employment after attaining age 55, attained age 65, has died or has become Disabled.
- 7.15.2 The Trustee may pay a Benefit other than a Preserved Benefit to the Member at any time on the written request of the Member to do so.
- 7.15.3 The Trustee may pay all or part of a Preserved Benefit to a Member at any time on the grounds of financial hardship or such other grounds as the Trustee may determine provided that the payment is first approved of in writing by the Regulator and any conditions set by the Regulator for the payment are complied with.
- 7.15.4 The Trustee may pay all or part of a Preserved Benefit to a Member at any time where the Member is Disabled and where permitted by the Superannuation Law.

7.16 Mandatory Payment of Benefits

- 7.16.1 The Trustee shall pay the Member's Benefit to the Member wherever this is necessary to maintain the ability of the Fund to receive the tax concessions provided to regulated Self-Managed Superannuation Funds under the Superannuation Law.
- 7.16.2 Without limiting the generality of the above sub-clause, the Trustee shall pay the Member's Benefit to the Member as soon as practical after the Member attains 65 years of age and is no longer Gainfully Employed at least ten hours a week or the Member attains 70 years of age and is no longer Gainfully Employed at least thirty hours a week. This is notwithstanding that the Member may not have applied to be paid a Pension Benefit or Lump Sum Benefit.

7.17 Unclaimed Benefits

The Trustee shall provide to the Regulator a statement of Unclaimed Benefits and shall pay any Unclaimed Benefits to the Regulator as required to maintain the Fund's ability to receive the tax concessions provided to regulated Self-Managed Superannuation Funds under the Superannuation Law.

7.18 Other Pension Benefits

The Trustee may pay a Member or a Member's Dependant or any other person a Pension Benefits other than an Allocated Pension Benefit or a Complying Pension Benefit where permitted to do so by the Superannuation Law.

8 CONTRIBUTIONS TO THE FUND

8.1 Contributions

SUPERANNUATION FUND TRUST DEED

- 8.1.1 A Member, an Employer and any other person who is able to contribute to the Fund under the Superannuation Law may pay a Contribution to the Fund and the Fund may accept that Contribution.
- 8.1.2 Without limiting the generality of the above sub-clause, the Fund may accept Contributions:
- 8.1.2.1 made under the law relating to the Superannuation Guarantee Charge or similar laws;
 - 8.1.2.2 made by or in respect of a Member who is temporarily incapacitated by ill health;
 - 8.1.2.3 who is Gainfully Employed;
 - 8.1.2.4 who is the spouse of a Gainfully Employed Person;
 - 8.1.2.5 by an Employer for an Employee in lieu of other entitlements otherwise payable to the Employee by the Employer;
 - 8.1.2.6 made for or by Members who are over the age of 65 where permitted by the Superannuation Law;
 - 8.1.2.7 made for or by Members who are over the age of 70 where permitted by the Superannuation Law; and
 - 8.1.2.7.1 made for or by Members on authorised maternity leave where permitted by the Superannuation Law.

8.2 Discretion to refuse to accept Contributions

The Fund may refuse to accept any Contributions to the Fund and shall not be required to give any reasons for doing so. If the Trustee accepts a Contribution in good faith and later learns that the acceptance of the Contribution breaches the Superannuation Law the Trustee must not treat the amount contributed as part of the Fund and must instead hold the amount under a bare trust for the Person who paid the Contribution. The Trustee must then return the amount to that Person as soon as practicable.

8.3 No Requirement to Contribute

- 8.3.1 No Person shall be required to contribute to the Fund.
- 8.3.2 A Member shall remain a Member notwithstanding that no Contributions have been made for that Member in a Year.

8.4 Time of Contributions

Contributions are deemed to be received by the Fund in the Year they are paid to the Fund by the payer under the income tax law.

8.5 Quantum of Contributions

There is no limit on the amount of Contributions to the Fund for a Member.

8.6 Form of Contributions and Non-cash Contributions

- 8.6.1 Contributions may be in cash or any other Asset able to be held by the Fund under the Superannuation Law.
- 8.6.2 The value of non-cash Contributions shall be their Market Value on the day the Contributions are made.

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9 MISCELLANEOUS PROVISIONS

9.1 Payment of Taxation on Benefits

The Trustee shall deduct from any Benefit payable under this Deed any Taxation required to be deducted from it. The Trustee shall pay this Taxation to the Australian Taxation Office in accordance with the Superannuation Law

9.2 Payment of Tax on Net Income

The Trustee shall provide for an appropriate amount of Taxation on the Net Income of the Fund and shall allocate this amount between the Member's Benefits as it determines.

9.3 Transfer of Taxation Liability

The Trustee may transfer all or part of the of the Fund's liability to pay Taxation to other Persons where permitted under the Superannuation Law.

9.4 Life Insurance Policies

9.4.1 The Trustee may enter into a contract of insurance on the life of the Member. The Trustee may debit the cost of this insurance to the Member's Benefit Account or the Member's Pension Account.

9.4.2 The Trustee may enter into a group insurance arrangement rather than individual contracts of insurance should it wish to do so.

9.4.3 The Trustee may use the proceeds of the contract of insurance to supplement the Death Benefit paid on the death of the Member or as the Trustee may otherwise determine including but not limited to a transfer to a General Reserve Account or other reserve account created under this Deed.

9.4.4 Except in the case of fraud or negligence, the Trustee shall not be liable for any loss sustained by the Member where false or misleading information has been provided to an insurer or the premiums due on a contract of insurance have not been paid as required under the contract.

10 PROCEDURAL PROVISIONS

10.1 Amendment of the Trustee Deed

10.1.1 The provisions of this Deed may be amended by the Trustee as permitted under this Clause. "Amend" means any change to the words or meaning of a clause, including "add to" and "delete from" and "Amendment" means the document evidencing the amendment.

10.1.2 The Amendment shall be by deed executed by the Trustee and any other Person required to execute the deed for it to be effective at law.

10.1.3 The Amendment shall be forwarded to the Regulator if required by the Superannuation Law.

10.1.4 All Trustees must execute the Amendment and all Members must be provided with a copy of the Amendment before it shall be of any effect.

10.1.5 The Trustee shall provide each Member whose Benefits are affected by the Amendment with a written explanation of the purpose of the Amendment and its effect on the Member's Benefits if requested to do so by the Member or where this required by the Superannuation Law.

10.1.6 An Amendment shall not reduce the Benefits payable to a Member unless the reduction is required to comply with the Superannuation Law including the payment of Taxation on a Member's Benefit or on the Fund's Net Income.

SUPERANNUATION FUND TRUST DEED

10.1.7 An Amendment shall not change the sole purpose of the Fund unless the Trustee is a Constitutional Corporation.

10.2 Termination of the Fund

10.2.1 The Trustee may terminate the Fund if there are no Members in the Fund or if each Member has consented in writing to the termination.

10.2.2 To terminate the Fund the Trustee shall:

10.2.2.1 pay all costs of the Fund including the Taxation liability of the Fund in the year of termination;

10.2.2.2 prepare a set of accounts and other relevant documents for the year of termination; and

10.2.2.3 transfer all Member Benefits and any reserve amounts to an Approved Superannuation Arrangement, pay the Member Benefits and any reserve amounts to the relevant Members or otherwise deal with the Member Benefits under this Deed.

11 DEFINITIONS AND INTERPRETATION

11.1 Definitions

In this Deed unless the context otherwise requires:

"Accumulation Account" means an account established under clause 3 of this Deed;

"Actuary" means an actuary (if any) appointed under clause 4 of this Deed;

"Allocated Pension Benefit" means a Benefit paid as an allocated pension under the Superannuation Law;

"Ancillary Benefits" means benefits other than Lump Sum Benefits, Pension Benefits or Death Benefits which are permitted under the Superannuation Law and include payments made to a Disabled Member or a Member in financial distress;

"Annuity" has the meaning given in the Superannuation Law;

"Approved Deposit Fund" has the meaning given in section 10 of the SISA;

"Approved Superannuation Arrangement" means a complying superannuation fund, Approved Deposit Fund, RSA or similar arrangement which can accept transfers of superannuation benefits under the Superannuation Law;

"Auditor" is the auditor appointed under clause 4 of this Deed;

"Asset" has the meaning given in section 10 of the SISA;

"Benefit" means any superannuation benefit payable by the Trustee to or for a Member under this Deed and includes the Member's Pension Benefit Account and the Member's Accumulation Account;

"Books" has the meaning given in section 10 of the SISA;

"Child" has the meaning given in section 10 of the SISA;

"Commencement Date" is the later of the Signing Date or the date the Trustee first acquires trust property under this Deed;

"Commissioner" has the meaning given in section 10 of the SISA;

SUPERANNUATION FUND TRUST DEED

"Complying Pension Benefit" means a Benefit paid as an allocated pension under the Superannuation Law

"Constitutional Corporation" has the meaning given in section 10 of the SISA;

"Contributions" means the amounts paid to the Fund for Members gross of Taxation payable on those Contributions;

"Corporate Trustee" has the meaning given in section 10 of the SISA;

"Corporations Law" has the meaning given in section 10 of the SISA;

"Death Benefits" means a payment made on the death of a Member;

"Deed" means this deed and any amendments to it;

"Dependant" means the Spouse of a Member or the widow or widower of a deceased Member or a Child of a Member including any Person who the Trustee believes is a Child of the Member or any other Person who is Dependant of a Member under the Superannuation Law;

"Director" has the meaning given in section 10 of the SISA;

"Disabled" in respect of a Member on whose life the Trustee holds a insurance policy covering total and permanent disablement, has the same meaning as given in that insurance policy; and in respect of other Members, means physical or mental incapacity that two registered medical practitioners have certified means the Member is unable to continue in the the Member's normal employment;

"Employee" has the meaning given in section 10 of the SISA;

"Employer" has the meaning given in section 10 of the SISA;

"Employer-Sponsor" has the meaning given in section 10 of the SISA;

"Entity" has the meaning given in section 10 of the SISA;

"Financial Reports" means the financial reports and similar documents required to be prepared by the Trustee under the Superannuation Law and includes Books;

"Forfeiture Account" means the account set up under sub-clause 6.5 of this Deed;

"Forfeited Benefits" means Benefits transferred to a Forfeiture Account;

"Fund" means the Self-Managed Superannuation Fund created by this Deed;

"Gainful Employment" has the meaning given in the Superannuation Law;

"General Reserve Account" means the account created under sub-clause 4.5 of this Deed;

"Governing Rules" has the meaning given in section 10 of the SISA;

"Individual Trustee" has the meaning given in section 10 of the SISA;

"Investments" means any mode of application of cash or other Assets for the purpose of gaining income or profits;

"Investment Strategy" has the meaning given in the Superannuation Law;

"Loan" has the meaning given in section 10 of the SISA;

"Market Value" has the meaning given in section 10 of the SISA;

SUPERANNUATION FUND TRUST DEED

- "Member" means a Person who has been accepted as a Member of the Fund under this Deed;
- "Members' Accumulation Accounts" means the accounts set up for Members under sub-clause 3.10 of this Deed;
- "Member's Benefits" means the total of the Member's Accumulation Account and the Member's Pension Account and any other amounts held by the Trustee for the Member;
- "Member's Pension Account" means the account set up for a Member under sub-clause 7.2 of this Deed;
- "Net Income" means taxable income under the Tax Act or such other amount as the Trustee may determine;
- "Nominated Beneficiary" means a Dependant or other person nominated in writing by the Member to the Trustee in the form specified in the Superannuation Law for the mandatory payment of Death Benefits;
- "Old-Age Pension" has the meaning given in section 10 of the SISA;
- "Pension Benefit" is a Benefit payable over a period out of the Member's Pension Benefit Account and includes an Allocated Pension Benefit and a Complying Pension Benefit;
- "Pension Benefit Account" means an account established under clause 7 of this Deed;
- "Pensioner" means a Member who is receiving a Pension;
- "Pension Account" means an account set up under clause 7 of this Deed;
- "Person" means an individual and or a company or other entity as the context requires;
- "Preserved Benefit" means a superannuation benefit which must be preserved under the Superannuation Law;
- "Regulator" has the meaning given in section 10 of the SISA and includes the Commissioner and any other body that administers Self-Managed Superannuation Funds;
- "Relative", in relation to a Member means a parent, grandparent, brother, sister, uncle, aunt, nephew, niece, Child or grandchild; and a Spouse of such a Person;
- "Retirement Benefits" means Pension Benefits payable on the retirement of a Member from Gainful Employment after age 55 and other Old Age Pensions;
- "Reversionary Beneficiary" means a Dependant nominated by a Member, and if there is no such nomination, a Dependant nominated by the Trustee to be a Reversionary Beneficiary;
- "RSA" or "Retirement Saving Account" has the meaning given in section 10 of the SISA;
- "Self-Managed Superannuation Fund" has the meaning given in section 10 of the SISA;
- "Signing Date" is the date specified in the Schedule;
- "SISA" means the Superannuation Industry Supervision Act (1993);
- "Superannuation Law" means the SISA, the Superannuation Industry (Supervision) Regulations, the Tax Act and any other laws or regulations that the Fund must comply with to be a regulated superannuation fund;
- "Spouse" means a Person who is legally married to a Member or a Person who is not legally married to the Member but who the Trustee believes lives with the Member as the husband or wife of the Member and may include a Person of the same sex as the Member;

SUPERANNUATION FUND TRUST DEED

"Tax Act" means the Income Tax Assessment Act 1936 or the Income Tax Assessment Act 1997 and any related Acts as amended including their successors and any regulations made under those Acts;

"Taxation" includes income tax, payroll tax, land tax, stamp duty and any other taxes or duties paid or payable by the Trustee on behalf of the Fund or, where applicable, by any Member, former Member, Dependant or Beneficiary;

"Trustee" means the person nominated as the Trustee in Schedule A;

"Unclaimed Benefits" has the meaning given in the Superannuation Law; and

"Year" means a period of twelve months ending on 30 June or such other period as the Trustee determines.

11.2 Interpretation

11.2.1 Plural and Gender of Words

In this Deed, references to one gender include the other gender and references to the singular number include the plural number, and vice versa.

11.2.2 Headings to Clauses

Headings to Clauses are for convenience only and do not affect the interpretation of any provision in this Deed.

11.2.3 Defined Words in Upper Case

For easy reference defined terms are indicated by the first letter being printed in upper case but the absence of upper case does not mean the term has a different meaning to the defined term.

11.2.4 Acts of Parliament

References to Acts of Parliament are references to that Act as amended, modified or re-enacted and include replacements Acts and Acts of similar intent and purpose. References to a provision of a statutory enactment include the relevant provision of the enactment as amended, modified or re-enacted.

11.2.5 Severability

If any part of a Clause in this Deed is construed as illegal, invalid or void the legality and validity of the remaining parts of the Clause shall not be affected and the illegal, invalid or void part shall be deemed to be deleted from this Deed.

11.2.6 Superannuation Law Definitions

If there is any doubt regarding the meaning of a word or phrase used in this Deed and the same or a similar word or phrase is used in the Superannuation Law, the meaning given to that word or phrase in the Superannuation Law shall be deemed to be the meaning of that word or phrase in this Deed.

IN WITNESS WHEREOF the parties have executed this Deed on the date set out in Schedule A.

The company seal of the Trustee was attached in accordance with its Constitution in the presence of:)

Director

..... *R. Otley*)

Secretary

..... *[Signature]*)



SUPERANNUATION FUND TRUST DEED

SCHEDULE A: DETAILS OF THE FUND

SIGNING DATE: 20th Day of August 2002

TRUSTEE: FLEXILE HOLDINGS PTY LTD
ACN: 009 250 515
Suite 1A, Level 1, 152 Balcatta Road
BALCATTWA WA 6021

NAME OF FUND: The Robyn Ottey Superannuation Fund

PROPER LAW GOVERNING FUND: WESTERN AUSTRALIA

SUPERANNUATION FUND TRUST DEED

SCHEDULE B: TRUSTEE'S INVESTMENT POWERS

The Trustee's investment powers include the powers set out in the following paragraphs. These powers shall not be challenged by a Member or any other Person having an interest in the Fund under this Deed. The Trustee shall not exercise any investment power in a way that prejudices the Fund's ability to receive the taxation concessions provided to regulated Self-Managed Superannuation Funds under the Superannuation Law.

1. The power to accept any Assets given or transferred to the Trustee as a Contribution by a Member or other Person under this Deed.
2. The power to retain an Asset in the condition it is received by the Trustee for such period as the Trustee may determine notwithstanding that it may have a wasting, reversionary or depreciating nature.
3. The power to retain any part of the Trust Fund in cash as the Trustee may determine notwithstanding that the cash retained may not be earning interest.
4. The power to retain for such period as the Trustee may determine any Assets notwithstanding that it may not be producing any income.
5. The power to purchase or otherwise acquire any Assets (whether income-producing or not) in any country upon such terms and conditions as the Trustee may determine.
6. The power to acquire and retain life insurance policies on the life of any Member and upon such conditions as the Trustee may determine.
7. The power to acquire and retain an Annuity for such period and on such terms and conditions as the Trustee may determine.
8. The power to advance or lend money to any Person, corporation, bank, government, public body or authority in any country, either with or without security and either bearing or not bearing interest and in such currency and upon such terms as the Trustee may determine.
9. The power to lend any Assets other than money to any Person or corporation, either with or without security and for such period and upon such terms as to use, return and otherwise as the Trustee may determine. If the Trustee takes any security in relation to Assets advanced or lent, the value of the security may be less than the value of the Assets advanced or lent and the Trustee shall not be obliged to obtain any valuation of the security or the Assets lent.
10. The power to sell, exchange or otherwise dispose of any Assets and to grant options or rights to purchase, exchange or otherwise acquire any Assets upon such terms and conditions as the Trustee may determine; and to vary any contract for sale, buy at any auction, rescind any contract for sale and resell upon such terms and conditions as the Trustee may determine.
11. The power to lease or license and to grant options or rights to lease or license any Assets to any Person for such period and for such rent or consideration including rent free and upon such terms and conditions as the Trustee may determine.
12. The power to promote or carry on any scheme or undertaking of any nature in any country (including any scheme or undertaking of a speculative nature) upon such terms as the Trustee may determine.
13. The power to join or enter into partnership or into any arrangement for sharing of profits, co-operation, joint venture or otherwise in any country with any Person, corporation or other Fund for the purpose of promoting or carrying on any business, scheme or undertaking of any nature upon such terms as the Trustee determine.
14. The power to make, add to, enlarge, alter, demolish or reconstruct any improvements on any land whether the title to such land be freehold, leasehold or some other title.
15. The power to repair, maintain, renovate or improve any Assets.
16. The power to insure any Assets in which the Trustee has an interest on such terms as the Trustee may determine. Any such insurance need not be for the full value of the Assets insured. The Trustee shall not be obliged to obtain any valuation of any Assets for the purpose of insuring it.

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17. The power to surrender any Assets upon such terms as the Trustee thinks fit.
18. The power to accept any shares, units, notes, debentures or other securities in any corporation and/or other Fund in any country in place of or in exchange for any shares, units, notes, debentures or other securities forming part of the Fund.
19. The power to exercise all rights and privileges in respect of any shares, units, notes or other securities forming part of the Trust Fund as the Trustee may determine.
20. The power to pay calls on any shares, units, notes, or other securities or to allow same to be forfeited.
21. The power to allow documents of title in respect of any Assets to remain out of the possession of the Trustee whether with or without security and for such period and upon such terms and conditions as the Trustee thinks fit.
22. The power to allow any Assets to be held by or registered in the name of any Person in any country whether with or without security and for such period and upon such terms as the Trustee thinks fit.
23. The power to give receipts for capital and other monies and to allow any person or corporation to give a receipt on behalf of the Trustee. Any receipt shall be a valid discharge to the Person, corporation or Fund in whose favour it is given.
24. The power to commence, defend or otherwise take part in any proceedings in any court, tribunal or other judicial, quasi-judicial or administrative body including any arbitration. The Trustee may conduct such proceedings in such manner as it thinks fit and may discontinue, withdraw from, compromise or proceed to the final determination of any such proceedings on such terms (including a total admission of liability at any stage of the proceedings) as the Trustee thinks fit.
25. The power to compromise, compound, abandon or otherwise settle any debt, account, or claim relating to the whole or any part of the Fund's Assets including releasing in whole or in part the payment or transfer of any Assets owing or due to the Trustee.
26. The power to move, transmit or reinvest all or any part of the Fund's Assets to whatever location and at such time or times as the Trustee may determine.
27. The power to do anything and to execute any writing incidental to or which may facilitate any exercise of the powers, authorities and discretions conferred on the Trustee by this clause.
28. The power to invest in any Asset or arrangement available to the Trustee including Assets and arrangements outside of Australia provided that this does not prejudice its ability to receive the taxation concessions provided to regulated Self-Managed Superannuation Funds under the Superannuation Law.

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SCHEDULE C: TRUSTEE'S ADMINISTRATIVE POWERS

The Trustee's administrative powers shall include the powers set out in the following paragraphs. These powers shall not be challenged by any Member or any other Person having an interest in the Fund under this Deed. The Trustee shall not exercise any administrative power in a way that prejudices its ability to receive the taxation concessions provided to regulated Self-Managed Superannuation Funds under the Superannuation Law.

1. The power to settle, compromise or submit to arbitration any claims, matters or things relating to this Deed or to the rights of Members, former Members or Beneficiaries.
2. The power to commence, carry on or defend proceedings relating to the Fund or to the rights of Members, former Members or Beneficiaries and to commence, carry on or defend legal proceedings to recover damages against any Person arising out of any loss suffered by any Member or former Member or Beneficiary as a result of any negligence, or breach of the terms of this Deed and the Trustee may abandon, settle, compromise or release any such legal proceedings as it may consider desirable.
3. The power to insure or reinsure any risks or liabilities of the Fund with any insurer, mortgage insurance company, reinsurance company or superannuation fund.
4. The power to purchase an Annuity to provide all or a part of the Pension payable in respect of a Member.
5. The power to retain the services of and to appoint professional or other advisers in relation to the management, investment, administration or conduct of the Fund, to act on the advice of any Person so retained and to pay the fee or remuneration for any professional or other advisers so appointed.
6. The power to pay and advance out of the Fund all costs, expenses and outgoings (including Taxation) of and incidental to the management of the Fund.
7. The power to provide a full or part release to any Person, company, government or institution in respect of any matters which have arisen or may arise as a result of an association, involvement or Membership of the Fund by that Person.
8. The power to insure and keep insured as it sees fit any liability of the Trustee or any Directors or officers of the Trustee or the liability of the Fund to indemnify or reimburse the Trustee or its Directors or officers under this Deed.
9. The power to generally do all acts the Trustee considers necessary or expedient for the administration, maintenance and preservation of the Fund and in the performance of its obligations under this Deed.