

MCINTOSH SUPERANNUATION FUND

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THIS SUPERANNUATION FUND TRUST DEED is made on the date specified in Schedule 4 by the Trustee named in Schedule 4.

WHEREAS:-

A. The Trustee has agreed to act as the first Trustee of the Fund named in Schedule 4, which is established and is to be maintained as an indefinitely continuing superannuation fund (the 'Fund') for the purpose of providing superannuation benefits for Members.

B. The Trustee has agreed to accept the trusts constituted under this Deed and to undertake the liabilities, duties and obligations imposed upon the Trustee by this Deed and by the laws applicable in the jurisdiction to which it is subject.

NOW THIS DEED WITNESSES AS FOLLOWS:-

1. This Deed will be governed and interpreted and will take effect in accordance with the Relevant Law.

2. The Fund will come into operation on the 'Inception Date' specified in Schedule 4.

3. Except to the extent that any interests of Members or Beneficiaries of the Fund are otherwise affected or circumscribed by the Relevant Law or by this Deed, the Fund will be vested in, controlled by and administered by the Trustee.

4. This Deed will be interpreted in accordance with the Rules.

5. If the Relevant Law does not exclude the operation of the rule against perpetuities in relation to those trusts, the trusts created by this Deed will terminate on the first to occur of:

(a) the day immediately preceding the day which is 80 years after the date of execution of this Deed;

(b) the day immediately preceding the day which is 21 years after the date of the death of the last survivor of the lineal descendants of Her Majesty Queen Elizabeth II living on the date of the execution of this Deed; or

(c) the date on which this Deed is terminated in accordance with its provisions.

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RULES

PLEASE NOTE that the material referred to in these Rules is constantly changing and you must keep up to date with those changes. If you are unsure about the currency of any information in the Rules, please contact us immediately or your accountant, financial planner or other advisor.

YOU SHOULD NOT ATTEMPT TO MANAGE YOUR OWN SUPERANNUATION FUND WITHOUT CONSULTING YOUR ACCOUNTANT, FINANCIAL PLANNER, LAWYER OR OTHER ADVISER.