

**PERSONAL SUPERANNUATION FUND DEED POLL**

**ESTABLISHING**

**THE ALLEN  
SUPERANNUATION FUND**

**MADE BY**

**JAMES ELLIOTT ALLEN and  
SUSAN PATRICIA ALLEN**

**("the Trustees")**

THIS POLL DEED is made the       day of       2004.

BY:       **JAMES ELLIOTT ALLEN** and **SUSAN PATRICIA ALLEN**  
both of 4 Ruskin Place Hazelwood Park 5066 in the State of  
South Australia.

**WHEREAS:**

- A. The Trustee is desirous of establishing a superannuation fund for the provision of superannuation benefits for certain persons in the event of their retirement from any business, trade, profession, vocation, calling, occupation or employment in which that Member is engaged and for the provision of superannuation benefits for Dependants for such Members in the event of the death of the Members and for such incidental and ancillary purposes as the Commissioner of Taxation or the Insurance and Superannuation Commissioner may from time to time approve
- B. It is intended by this Deed Poll to establish a superannuation fund to be known as **THE ALLEN SUPERANNUATION FUND** (hereinafter called "**the fund**")
- C. The Trustee has agreed to act as the first Trustee hereof upon the trusts and with and subject to the powers and provisions hereinafter expressed.

NOW THIS DEED WITNESSETH that in pursuance of the said object and for the purposes of carrying it into effect the Trustee **ACKNOWLEDGES AND DECLARES** that it shall perform and observe the provisions of this Deed so far as the same are or ought to be performed and observed by the trustee **AND** the Trustee **DECLARES** as follows.

**1. INTERPRETATION**

**1.1 Definitions**

Unless the context otherwise requires, in these presents: -

- 1.1.1 "**Act**" means the Income Tax Assessment Act 1936;
- 1.1.2 "**Actuary**" means a Fellow of the institute of Actuaries of Australia or another suitably qualified person recognised as an actuary pursuant to the Relevant Law or a firm of such persons which may appointed by the Trustee to advise in relation to the Fund;
- 1.1.3 "**annuity**" means a contract that provides for regular payments to an annuitant and which is deemed by the relation to the Fund;
- 1.1.4 "**Approved Deposit Fund**" means an approved deposit fund within the meaning of the Relevant Law;
- 1.1.5 "**Approved Superannuation Fund**" means a superannuation fund which satisfies the standards which are prescribed for superannuation funds so as to qualify them for the maximum taxation concessions available;
- 1.1.6 "**Auditor**" means the auditor for the time being appointed by the Trustee;
- 1.1.7 "**Beneficiary**" means the person presently entitled to receive a Benefit;
- 1.1.8 "**Benefit**" means any amount paid or payable by the Trustee pursuant to this Deed;

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# INDEX

1. Interpretation
  - 1.1 Definitions
  - 1.2 Plural and Gender of Words
  - 1.3 Headings to Clauses
  - 1.4 Defined Words
  - 1.5 Deed Governed by Law of State or Territory
  - 1.6 Acts of Parliament
  - 1.7 Severance and Reading Down
2. Constitution of the Fund
  - 2.1 Name of Fund
  - 2.2 Establishment of Fund
  - 2.3 Purpose of the Fund
  - 2.4 Moneys Payable to Fund
  - 2.5 Separate Accounts
3. Trustee
  - 3.1 Number of Trustees
  - 3.2 Appointment and Removal
  - 3.3 Fund Vested in Trustee for the Benefit of Members
  - 3.4 Powers of Trustee
  - 3.5 Appointment of Custodian Trustee or Investment Trustee
  - 3.6 Liability of Trustee
  - 3.7 Indemnity
4. Appointment of Auditor/Actuary
  - 4.1 Auditor/Actuary
  - 4.2 Statement of Assets and Income
5. Records and Financial Statements
  - 5.1 Receipt and Payment of Moneys
  - 5.2 Records and Accounts to be Kept
  - 5.3 Information for Members
6. Accounts
  - 6.1 General
  - 6.2 Member's Accounts
  - 6.3 Eligible Contributor's Account
  - 6.4 Foregone Benefits Account
  - 6.5 Application Income/Loss and Unrealised Gains/Losses
  - 6.6 Assets of Fund may be Valued Annually
  - 6.7 Income Tax

7. Investments

- 7.1 The Assets
- 7.2 Investments Authorised
- 7.3 Power to Sell and Vary Investments
- 7.4 Borrowing

8. Entrance to Fund

- 8.1 Eligibility
- 8.2 Admission of Members
- 8.3 Transfer from Another Fund
- 8.4 Members and Beneficiaries to  
Provide Information
- 8.5 Member Bound by Deed
- 8.6 Fund to be an Excluded  
Superannuation Fund

9. Contributions and Expenses

- 9.1 Member and Eligible Contributor  
Contributions
- 9.2 Expenses
- 9.3 Limitation on Contributions

10. Benefits

- 10.1 Retirement Age
- 10.2 Permanent Incapacity or  
Invalidity
- 10.3 Death
- 10.4 Retirement After Age 55
- 10.5 Unrestricted Non-Preserved Benefits
- 10.6 Preservation
- 10.7 Withdrawal from Part Time or Full  
Time Employment
- 10.8 Moneys Owing to Fund or Eligible  
Contributor
- 10.9 Forfeiture of Benefits
- 10.10 Deduction of Tax from Benefit
- 10.11 Benefits Payable by Pension
- 10.12 Benefits Payable by Lump-Sum
- 10.13 Voluntary and Compulsory  
Payment of Benefits
- 10.14 Benefits Other than in Cash
- 10.15 Change in Vesting Category

11. Alteration of the Deed

- 11.1 Power to Amend
- 11.2 Amendments Subject to Relevant Law
- 11.3 Exclusion of the Trustee Act

12. Winding up of Fund
13. Disputes
14. Transfer of Benefits to Another Arrangement
15. Notices
16. Deed Subject to Relevant Law

THE SCHEDULE     - Item One  
                          - Item Two  
                          - Item Three

- 1.1.9 "Clause" means a clause in this Deed;
- 1.1.10 "Contributions" means payments to the Fund by or in respect of a member to the Fund;
- 1.1.11 "this Deed" means these presents and any of authorised alterations amendments and modifications thereto;
- 1.1.12 "Dependant" means a spouse (including a person who has lived with the Member on a bona fide domestic basis as the husband or wife of the Member) or child (including any adopted child, stepchild or ex-nuptial child) of a Member or any other person whom the Trustee may in the exercise of its absolute discretion determine to be dependent either wholly or in part on that Member at the time of the happening of the event in respect of which the Trustee makes such determination or any person who has at such time a legal right to look to the Member for support;
- 1.1.13 "Eligible Contributor" means a person or entity in relation to whom a Member is an "eligible employee" as defined in Section 82AAA of the Act;
- 1.1.14 "Eligible Contributor's Account" means the account (if any) established and maintained pursuant to Clause 6.3;
- 1.1.15 "Eligible Person" means a person who is in either full time or part time employment;
- 1.1.16 "full time employment" in relation to a Member means the Member is gainfully employed for thirty (30) hours or more weekly;
- 1.1.17 "Fund" means the Fund constituted by this Deed;
- 1.1.18 "Fund Year" means the period of twelve months ending on the thirtieth day of June in each year or such other annual period as the Trustee may determine from time to time to be applicable;
- 1.1.19 "gainful employment" in relation to a Member means the Member is employed or self-employed for earnings including business income bonuses commissions fees gratuities salary or wages;
- 1.1.20 "Guarantee Act" means the Superannuation Guarantee (Administration) Act 1992;
- 1.1.21 "Insurer" means any life insurance company recognised as such by the Life Insurance Act 1995 which underwrites or is requested to underwrite life insurance for the purposes of the Fund;
- 1.1.22 "Member" means a person who has been admitted to membership pursuant to Clause 8 and where the context requires includes a former Member;
- 1.1.23 "Member's Account" means an account in the Fund in the name of a Member established and maintained pursuant to Clause 6.2;
- 1.1.24 "part time Employment" in relation to a Member mean the Member is gainfully employed for ten (10) hours or more weekly but less than thirty (30) hours weekly;

- 1.1.25 "pension" is a reference to a contractual obligation on the part of the Trustee to make regular payments to a pensioner that is deemed by the Relevant Law to be a pension;
- 1.1.26 "Permanent Incapacity or Invalidity" in relation to a Member means ill-health (whether physical or mental), where the Trustee is reasonably satisfied that the Member is unlikely, because of the ill-health, ever again to engage in gainful employment for which the Member is reasonably qualified by education training or experience;
- 1.1.27 "Prescribed Agreement" means an agreement or award (including a consent award) that is certified or made by an employer industrial authority or a State industrial authority on or after 1 July 1986;
- 1.1.28 "Relevant Law" means the Superannuation Industry (Supervision) Act 1993 ("SIS") and the Superannuation Industry (Supervision) Regulations and any other statute regulation or law relating to complying or regulated superannuation funds within the meaning of SIS;
- 1.1.29 "Responsible Authority" means any one or more of the Insurance & Superannuation Commissioner the Commissioner of Taxation or any other governmental authority responsible for administering the laws regulations or any other rules governing the operation of or the availability of income tax concessions to superannuation funds and Approved Deposit Funds;
- 1.1.30 "Retirement Age" in relation to a Member means age 70;
- 1.1.31 "Salary" means salary wages commissions bonuses fees allowances or gratuities paid to a Member and includes other earnings and any payment made to a Member by way of director's fee;
- 1.1.32 "Tax" includes income tax, land tax, stamp duty, and any other tax impost or duty;
- 1.1.33 "Trustee" means the Trustee for the time being of the Fund whether original or substituted;
- 1.1.34 "Vesting Category" means in relation to a Member the category of membership in the Fund that determines the rate at which the balance of the Eligible Contributor's Account (if any) in respect of a Member is vested in that Member being the vesting category designated by the Eligible Contributor upon applying to make contributions to the Fund in accordance with Item 2 of the Schedule hereto and in the absence of any such designation the Member shall be deemed to be in Vesting Category A.

## 1.2 Plural and Gender of Words

In this Deed, unless inconsistent with the subject matter or context, words importing one gender shall include the other genders and words importing the singular number shall include the plural number, and vice versa.

## 1.3 Headings to Clauses

The headings in this Deed are inserted for convenience only and shall not affect its interpretation.

#### **1.4 Defined Words**

For convenience, words and phrases defined in this Deed are indicated by capital letters, by the absence of a capital letter shall not alone imply that the word or phrase is used with a meaning different from that given by a definition.

#### **1.5 Deed Governed by Law of State or Territory**

This Deed shall be governed and construed and shall take effect in accordance with the laws of the State or Territory of principal residence of the Trustee. The Trustee for the time being, Members and Beneficiaries shall accept the jurisdiction of the Courts of that State or Territory provided that, if this Deed or any rights of any person hereunder shall lawfully be affected by any law custom or practice of the Commonwealth of Australia or of any other State or Territory then this Deed shall have effect subject to that law custom or practice and the Trustee shall be empowered to determine and to adjust the rights contributions and Benefits to an in respect of that person to the extent necessary to comply therewith.

#### **1.6 Acts of Parliament**

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

#### **1.7 Severance and Reading Down**

1.7.1 If any provision of this Deed or any part thereof is void or invalid under the Relevant Law then such provision or part thereof shall be valid, binding and enforceable to the full extent permitted by the Relevant Law and shall be read down and severed accordingly.

1.7.2 Each and every provision of this Deed and each and every part thereof shall unless the context otherwise necessarily requires be read and construed as a separate and severable provision and as separate and severable parts thereof so that if any provision or part thereof is severed in accordance with clause 1.7.1 then such provision or part thereof as the case may be shall not only be severed but the remainder shall be read and construed as if the severed provision or part thereof aforesaid had not been contained in the Deed notwithstanding any consequential alteration to the meaning or construction of that provision or this Deed that may result from the severance.

### **2. CONSTITUTION OF THE FUND**

#### **2.1 Name of Fund**

The name of the Fund shall be the **PLANNED PROSPERITY SUPERANNUATION FUND.**

## 2.2 Establishment of Fund

The Fund shall be deemed to have been established as at the date hereof and the Fund shall be managed, administered and applied in accordance with this Deed.

## 2.3 Purpose of the Fund

Either:

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

## 2.4 Moneys Payable to Fund

The Fund shall consist of the settled sum together with all the cash, investments and other property for the time being held by or on account of the Trustee upon the trusts established by this Deed and shall include the following:-

- 2.4.1 Contributions by Members;
- 2.4.2 Contributions by an Eligible Contributor;
- 2.4.3 Interest and dividends arising from any investment and the accumulation thereof;
- 2.4.4 Profits and other benefits arising from any investment or on its sale and the accumulation thereof; and
- 2.4.5 Moneys, investments and other property transferred to the Fund from any other source or superannuation arrangement;

PROVIDED THAT the Trustee shall notwithstanding anything herein contained accumulate the income of the Trust Fund for any period longer than the law of the situs of the Trust Fund permits.

## 2.5 Separate Accounts

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

# 3. TRUSTEE

## 3.1 Number of Trustees

- 3.1.1 There may be any number of Trustees of the Fund whether natural persons or corporations subject at all times to any standard to the contrary prescribed by the Relevant Law.

- 3.1.2 A majority of Members may make rules subject to any standard to the contrary prescribed by the Relevant Law regarding the following matters:
- 3.1.2.1 The number of Trustees;
  - 3.1.2.2 The Chairman of Trustees;
  - 3.1.2.3 The continuity of office when there are less than the stipulated number of Trustees;
  - 3.1.2.4 Meetings of Trustees;
  - 3.1.2.5 Voting of Trustees;
  - 3.1.2.6 Authentication of documents by Trustees; and
  - 3.1.2.7 Any other matters concerning Trustees;

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

- 3.1.3 In instances where there shall be more than one Trustee, the expression "Trustee" where it appears in this Deed shall mean:
- 3.1.3.1 All the Trustees; or
  - 3.1.3.2 A single Trustee; or
  - 3.1.3.3 Such Trustees as are necessary to pass an effective resolution of Trustees, in accordance with the rules made by the Members pursuant to Clause 3.1.2;

as the case requires.

### 3.2 Appointment and Removal

- 3.2.1 The Members by a majority shall have the right from time to time to appoint and remove the Trustee subject at all times to the Relevant Law.
- 3.2.2 A Trustee shall cease to be a Trustee if the Trustee:-
- 3.2.2.1 Resigns the office by notice in writing to the Members; or
  - 3.2.2.2 Being a natural person, dies; or
  - 3.2.2.3 Being a natural person, becomes incapable of performing his or her duties hereunder; or
  - 3.2.2.4 Being a corporation enters into liquidation or a receiver or receiver and manager of the property of the Trustee shall be appointed; or
  - 3.2.2.5 Is removed from office by the Members pursuant to the provisions of Clause 3.2.1 above; or

3.2.2.6 Otherwise becomes a disqualified person within the meaning of the Relevant Law.

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

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

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

### 3.4 Powers of Trustee

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

- 3.4.1 To enter into and execute all contracts, deeds and documents and do all acts, matters or things which the Trustee may deem expedient for the purposes of securing the benefits to be provided by or from the Fund and for otherwise effectuating and carrying out the Trust's authorities, powers and discretions conferred on the Trustee by this Deed;
- 3.4.2 To purchase or otherwise acquire and to sell or otherwise dispose of property rights or privileges which the Trustee is authorised to acquire or to dispose of on such terms and conditions as it shall think fit;
- 3.4.3 To appoint and at its discretion remove or suspend the Actuary, Auditor, a medical practitioner, investment managers, investment advisers, custodian trustees, administration managers, secretaries, clerks, agents and other servants or appoint them for permanent, temporary or special services as it from time to time thinks fit determine the powers and duties to be delegated to them and fix their salaries or emoluments and require security and such insurances and to such amount as it may think fit and any person so employed or engaged shall be deemed for the purposes of this Deed to be employed or engaged by the Trustee;
- 3.4.4 To insure or reinsure any risks, contingencies or liabilities of the Fund, the Trustee and/or the Members as persons entitled to benefit under the Fund;
- 3.4.5 To institute, conduct, defend, compound or abandon any legal proceedings concerning the affairs of the Fund and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Fund;
- 3.4.6 To refer any claims or demands by or against the Fund to arbitration and observe and perform the awards;
- 3.4.7 To make and give receipts and releases and other discharges for money payable to the Fund and for the claims and demands of the Fund;

- 3.4.8 To open bank accounts and to retain on current or deposit account at any bank such money as it considers proper and to make regulations for the operation of such bank accounts including the signing and endorsing of cheques in connection therewith;
- 3.4.9 To determine who shall be entitled to sign on the Fund's behalf receipts, acceptances, endorsements, releases, contracts and documents;
- 3.4.10 To pay benefits out of the Fund to persons entitled thereto;
- 3.4.11 In the case of the mental or physical ill health or incapacity of Members to pay or apply their benefit or entitlement or any part thereof at their discretion to or for the benefit of such person and the dependants of such person as the case may be without being responsible for seeing to the application of payments under this paragraph or payments made in exercise of any other power vested in the Trustee by this Deed;
- 3.4.12 To take and act upon the advice and opinion of any legal practitioner whether in relation to interpretation of this Deed or any other document or statute or as to the administration of the Trust hereof or upon the advice or opinion of any medical practitioner or any investment or financial adviser or any other professional person and whether obtained by them or not without being liable to any Members or dependents or legal personal representative in respect of any act done by them in accordance with such advice or opinion;
- 3.4.13 To make an election that the Fund is to become a regulated superannuation fund under the Relevant Law;
- 3.4.14 To do any act, matter or thing that the Relevant Law authorises or permits the Trustee to do notwithstanding any inconsistent provision or the absence of a specific power in this Deed;

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

### 3.5 Appointment of Custodian Trustee or Investment Trustee

- 3.5.1 The Trustee shall have power to appoint from time to time such one or more persons, firms or companies as the Trustee may think fit to act as a custodian trustee or nominee subject to such conditions as the Trustee may from time to time determine and may delegate to and confer upon each such custodian trustee or nominee such powers, discretions and authorities relating to the custody, investment and valuation of that part of the Fund entrusted to it for custody or investment as the Trustee may think fit. The Trustee shall also have power as an expense of the Fund to pay any such custodian trustee or nominee such remuneration for services as the Trustee considers proper. The Trustee shall have the power to remove any custodian trustee or nominee at any time.
- 3.5.2 The powers of investment, selling, getting in, variation, transposal, underwriting and sub-underwriting referred to in Clauses 7.1 and 7.2 may be exercised and carried out either by the Trustee or by one or more custodian trustee or nominee as aforesaid or partly by one and partly by such other method as the Trustee may from time to time determine.

### 3.6 Liability of Trustee

- 3.6.1 Subject to Clause 3.6.3 a Trustee shall not incur any personal liability for anything done or omitted to be done by the Trustee as a Trustee except in respect of any fraud or wilful misconduct on the part of such Trustee.
- 3.6.2 A Trustee shall not in any circumstance be entitled to indemnity, re-imbursement or recompense from any Member or Beneficiary and no Member or Beneficiary shall be liable for the debts or other obligations of the Fund.
- 3.6.3 The Trustee may not be exempted from liability under Clause 3.6.1 if to be so exempted would be contrary to anything contained in the Relevant Law.

### 3.7 Indemnity

- 3.7.1 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 trusts, authorities, powers and discretions hereof or by virtue of being a Trustee provided however that the Trustee may not be indemnified where to be indemnified would be contrary to anything in the Relevant Law.
- 3.7.2 A reference to "the Trustee" in Clause 3.7.1 shall be interpreted as including a reference to any person who is a director of the Trustee.

## 4. APPOINTMENT OF AUDITOR/ACTUARY

### 4.1 Auditor/Actuary

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

- 4.1.1 An auditor; or
- 4.1.2 An actuary; and
- 4.1.3 Any other persons the Trustee considers desirable for the proper management of the Fund.

### 4.2 Statement of Assets and Income

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

## 5. RECORDS AND FINANCIAL STATEMENTS

### 5.1 Receipt and Payment of Moneys

Moneys of the Fund may be lodged upon receipt to the credit of an account in the name of the Fund kept with any branch of any bank or building society determined from time to time by the Trustee or may be applied by the Trustee in such other manner as may from time to time appear appropriate. All payments out of the Fund shall be made by cheque or order signed in such manner as shall be determined by the Trustee.

### 5.2 Records and Accounts to be Kept

The Trustee shall:

- 5.2.1 Keep account of all moneys received for and disbursed from the Fund and of all dealings in connection therewith;
- 5.2.2 Keep appropriate records and accounts, in proper order, and make suitable arrangements for their custody and for custody of documents relating to Fund investments;
- 5.2.3 Prepare as soon as is practicable after the end of each Fund Year a balance sheet of the Fund as at the end of that year.

### 5.3 Information for Members

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

- 5.3.1 For new or prospective Members of the Fund;
- 5.3.2 Concerning any event in relation to the Fund that the Trustee reasonably believes the Members would reasonably expect to be informed of;
- 5.3.3 On termination of a Member's membership of the Fund;
- 5.3.4 Relating to the Fund generally in respect of each Fund Year; and
- 5.3.5 To Members relating to each Member's benefits and entitlements and the Fund generally in respect of each Fund Year.

## 6. ACCOUNTS

### 6.1 General

The Trustee shall establish the following accounts:-

- 6.1.1 A Member's Account in respect of each Member;
- 6.1.2 An Eligible Contributor's Account (if any) for each Member in respect of whom an Eligible Contributor has been admitted to make Contributions; and
- 6.1.3 A Foregone Benefits Account.

## 6.2 Member's Account

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

- 6.2.1 Contributions to the Fund by the Member;
- 6.2.2 Amounts transferred to the Fund from another Approved Superannuation Fund;
- 6.2.3 Any amounts appropriated in accordance with Clause 6.5;
- 6.2.4 Amounts paid by way of benefits from this account or applied in the purchase of an annuity in respect of the Member or transferred to another Approved Superannuation Fund in respect of the Member;
- 6.2.5 Amounts payable to the Fund or an Eligible Contributor pursuant to Clause 10.7;
- 6.2.6 Any Contributions to the Fund by an Eligible Contributor in accordance with a Prescribed Agreement and or in amounts that do not exceed the minimum amounts required by the Guarantee Act so that the Superannuation Guarantee Charge imposed by that Act is not payable;
- 6.2.7 Amounts transferred to or from the Foregone Benefits Account;
- 6.2.8 Premiums on any policy of life assurance effected to provide benefits in the event of the death or disability of a Member;
- 6.2.9 Amounts arising from the proceeds of any policy of life assurance;
- 6.2.10 Any tax duty or impost paid out of the Fund including tax paid in accordance with sub-clause 6.7; or
- 6.2.11 Amounts paid to satisfy the expenses of the Fund pursuant to Clause 9.2.

## 6.3 Eligible Contributor's Account

The following amount (if any) shall be either debited or credited to the Eligible Contributor's Account:

- 6.3.1 Contributions to the Fund by an Eligible Contributor in respect of the Member except to the extent that such Contributions are applied to the Member's Member Account;
- 6.3.2 Amounts transferred to the Fund from another Approved Superannuation Fund;
- 6.3.3 Amounts appropriated in accordance with Clause 6.5;
- 6.3.4 Amounts paid by way of benefits from this account or applied in the purchase of an annuity in respect of the Member or transferred to another Approved Superannuation Fund in respect of the Member;
- 6.3.5 Premiums on any policy of life assurance effected to provide benefits on the death or disability of the Member;

- 6.3.6 Amounts arising from the proceeds of any policy of life assurance;
- 6.3.7 Amounts transferred to or from the Foregone Benefits Account;
- 6.3.8 Any tax duty or impost paid out of the Fund including tax paid in accordance with sub-clause 6.7;
- 6.3.9 Amounts paid to satisfy the expenses of the Fund pursuant to Clause 9.2; or
- 6.3.10 Any other amount which the Trustee considers shall be credited or debited to this Account for the purposes of this Deed.

#### 6.4 Foregone Benefits Account

The Trustee shall maintain an account to be known as the Foregone Benefits Account to which shall be credited any amount forfeited pursuant to Clauses 10.8 or 10.9. The amount standing to the credit of the Foregone Benefits Account shall be applied by the Trustee within the period prescribed by the Relevant Law (if any) or otherwise as and when the Trustee may determine, for:

- 6.4.1 The provision of benefits for other Members or their Dependants; or
- 6.4.2 The provision for other Members or their Dependants who have rights to receive benefits from the Fund of additional benefits on a basis that the Responsible Authority is satisfied is reasonable having regard to all the circumstances; or
- 6.4.3 Any other purpose that may be permitted by the Relevant Law or by the Relevant Authority from time to time.

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

- 6.5.1 In the event that a Benefit becomes payable to a Member the Trustee shall appropriate after account has been taken of any Tax paid or payable an amount comprising income or losses of the Fund and an amount representing unrealised profits or losses in the event of a revaluation pursuant to Clause 6.6 and shall apportion that amount between the Eligible Contributor's Account and the Member's Account. Such amount shall be determined by the Trustee as the Member's reasonable share in any gains or losses of the Fund in respect of the period since the end of the previous Fund Year;
- 6.5.2 As at the end of each Fund Year the Trustee shall appropriate after account has been taken of any Tax paid or payable the balance of the income or losses of the Fund together with any amount representing unrealised profits or losses on a revaluation pursuant to Clause 6.6 an amount to the Eligible Contributor's Account (if any) and Members' Account in respect of each Member. The method of apportionment shall be determined by the Trustee so as to be convenient of application and so as to be equitable between all the Members having regard to the mean of the balances of those accounts at the beginning and end of the relevant Fund Year.

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

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

## 6.7 Income Tax

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

## 7. INVESTMENTS

### 7.1 The Assets

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

7.1.1 Contributions;

7.1.2 Any assets transferred to the Trustee in accordance with sub-clause 8.3; and

7.1.3 Any other moneys received or receivable by the Trustee for the purposes of the Fund.

### 7.2 Investments Authorised

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

7.2.1 Any investment for the time being authorised by the laws of the Commonwealth of Australia or any State or Territory thereof for the investment of trust funds;

7.2.2 Any mortgage of or charge on freehold or leasehold lands situate in Australia or elsewhere even though the amount of the loan may exceed two-thirds of the value of the property secured, and whether or not a report has been obtained on the value of the said property and even though the mortgage or charge shall not rank as a first legal charge on the said property;

7.2.3 A deposit with any company, building society, trust, fund, person or partnership with or without security and at the rate of interest and upon terms which the Trustee may deem expedient **PROVIDED HOWEVER** that any such deposit made with the Trustee or any Eligible Contributor shall only be made in accordance with the Relevant Law;

7.2.4 The purchase or acquisition in any way of shares and stock (of any class or description) and of all or any type of bonds, mortgages or debentures in or of any building society, trust or fund or any company incorporated in any part of the world and whether or not carrying on business in Australia and whether the shares or stock be fully or partly paid up and of any notes, options or other like securities issued by any of those companies or societies and whether secured or unsecured, registered or unregistered;

- 7.2.5 Any mortgage of or charge on any personal property;
- 7.2.6 Any policy of assurance whether for life or any form of disability or any annuity contract whether by proposal, purchase or otherwise, and any choses in action, interest for life or any lesser terms or in reversion and howsoever arising;
- 7.2.7 The purchase or acquisition of any real or personal property whether absolutely or an unencumbered share or interest and in effecting repairs maintenance or improvements to such property;
- 7.2.8 Any securities or bonds of any government semi-governmental body or public authority;
- 7.2.9 Any Bill of Exchange Promissory Notes or other negotiable instrument;
- 7.2.10 The purchase or acquisition of any interest either jointly or in partnership or in any unit of interest; or
- 7.2.11 Any other investments which the Trustee could make if acting personally and not as the Trustee;

PROVIDED THAT no moneys or assets of the Fund shall be invested contrary to the Relevant Law and in particular without limiting the foregoing no moneys or assets of the Fund shall be invested on a non-arm's length basis, in unauthorised in-house asset investments (as the term is defined by the Relevant Law), in any loans to any Member or in an asset or property known by the Trustee to be owned by a Member.

### 7.3 Power to Sell and Vary Investments

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

- 7.3.1 The Trustee shall not invest in loans to Members; and
- 7.3.2 No investment shall be encumbered or charged otherwise than in accordance with sub-clause 7.4.

### 7.4 Borrowing

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

## 8. ENTRANCE TO FUND

### 8.1 Eligibility

Membership of the Fund is confined to Eligible Persons.

## 8.2 Admission of Members

An Eligible Person may become a Member by completing an application in or to the effect of the form set out in Item One of the Schedule hereto or in such other form as may from time to time be acceptable to the Trustee.

## 8.3 Transfer from Another Fund

The Trustee may with the consent of the Eligible Contributor (if any) make such arrangements as it thinks proper with any Member, the trustee of any Approved Superannuation Fund or Approved Deposit Fund of which the Member was or is a Member or with any life insurance company in respect of a deferred annuity policy owned by the Member or any of them for any transfer of any assets to the Fund and may make such arrangements about any other matter which in the opinion of the Trustee is incidental to or consequent upon the admission of such Member to Membership of the Fund **PROVIDED THAT** if an Approved Superannuation Fund, Approved Deposit Fund or life insurance company from which such assets are transferred is one in which the payment of benefits is required by the Relevant Law to be deferred until the attainment of a particular age or the occurrence of a Specified Event then the Member shall not be entitled to receive from the Fund any part of a benefit that is attributable to those assets at a date earlier than the Relevant Law permits.

## 8.4 Members and Beneficiaries to Provide Information

8.4.1 Every Member and Beneficiary when requested by the Trustee shall furnish any information the Trustee shall deem necessary for the purposes of any investigation or otherwise in connection with the Fund and shall submit to medical examinations as required by the Trustee by a registered medical practitioner nominated by the Trustee. If a Beneficiary fails to comply with the provisions of this Clause the Trustee may suspend the payment of any Benefit until the Beneficiary has so complied; and

8.4.2 Where the information furnished by or in respect of a Member or Beneficiary in any statement submitted to the Trustee is incorrect in any material particular the Benefits paid to, or in respect of such person shall be adjusted to such amounts as shall be determined by the Trustee.

## 8.5 Member Bound by Deed

Notwithstanding that a Member may have failed to make any declaration contained in the application form referred to in Clause 8.2 a Member shall by virtue of becoming a Member be deemed to have agreed to and to be bound by this Deed.

## 8.6 Fund to be an Excluded Superannuation Fund

8.6.1 The Trustee shall do all such actions and do all such things as may be necessary to establish the Fund as an excluded superannuation fund (within the meaning of the Relevant Law) and to ensure that the Fund is not a public offer fund (within the meaning of the Relevant Law).

8.6.2 So as to ensure that the Fund does not constitute a public offer fund the Trustee:

8.6.2.1 shall not be entitled to receive any commission remuneration or reward from the Fund;

8.6.2.2 shall ensure that the Members of the Fund are limited to persons who are either trustees of the Fund, associates of the Trustee (within the meaning of the Relevant Law) or are standard employer sponsored Members (within the meaning of the Relevant Law); and

8.6.2.3 shall limit the number of Members in the fund at any one time to not more than four(4).

## 9. CONTRIBUTIONS AND EXPENSES

### 9.1 Member and Eligible Contributor Contributions

9.1.1 Contributions by the Member shall be of such amount or at such rates as shall be agreed upon by the Member and the Trustee from time to time.

9.1.2 Contributions by an Eligible Contributor (if any) may be made to the Fund with the consent of that Member upon the acceptance by the Trustee of an application from the Eligible Contributor in the form set out in Item Two of the Schedule hereto. Upon the acceptance of the abovementioned application the Trustee shall accept Contributions by the Eligible Contributor of such amount or at such rates as shall be agreed upon by the Member, Trustee and Eligible Contributor or otherwise payable by force of law from time to time.

9.1.3 Should the amount to be contributed in accordance with this Clause 9.1 in respect of a Member be in excess of the amount that may be accepted into the Fund under the Relevant Law or the Act the contribution may in the absolute discretion of the Trustee not be accepted either in full or in part that contribution as an accretion to the Fund.

### 9.2 Expenses

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

### 9.3 Limitation on Contributions

Notwithstanding any other provision of this Deed the Trustee shall not accept any Contribution in respect of a Member having reached the Retirement Age unless permitted by the Relevant Law.

## 10. BENEFITS

### 10.1 Retirement Age

In the event of a Member reaching the Retirement Age a Benefit shall become payable calculated as the total of the Member's Account and the Eligible Contributor's Account (if any) in respect of that Member and at the request of the Member the Trustee shall pay or apply the Member's Benefit to or for the Member in one or more of the following ways:

10.1.1 Pay to the Member the Benefit in a lump sum; or

10.1.2 Apply the Benefit to the purchase of an annuity or annuities in the name of and for the benefit of the Member; or

10.1.3 Apply the Benefit to the payment of a pension for the benefit of the Member in accordance with Clause 10.11;

EXCEPT THAT in the event that sub-clause 2.3.2 of this Deed applies the Trustee may only apply the Member's benefit to or for the benefit of the Member in accordance with sub-clauses 10.1.2 or 10.1.3.

## 10.2 Permanent Incapacity or Invalidity

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

10.2.1 Pay to such Member the total of the Eligible Contributor's Account (if any) and the whole of the Member's Account Balance in a lump sum; or

10.2.2 Determine to apply the total of the Eligible Contributor's Account (if any) and the whole of the Member's Account Balance to purchase an annuity or annuities for the benefit of such Member; or

10.2.3 Determine to pay to the Member the total of the Eligible Contributor's Account (if any) and the whole of the Member's Account Balance as a pension in accordance with Clause 10.11.

## 10.3 Death

If a Member should die the Benefit payable shall be the total of that Member's Account balance and the Eligible Contributor's Account (if any) in respect of the Member and the Trustee may in its absolute discretion:-

10.3.1 Pay the total of the Eligible Contributor's Account (if any) and the whole of the Member's Account Balance in a lump sum to the Dependants of the deceased Member; or

10.3.2 Determine to apply the total of the Eligible Contributor's Account (if any) and the whole of the Member's Account Balance to purchase an annuity or annuities for the benefit of the Dependants of the deceased Member; or

10.3.3 Determine to pay the total of the Eligible Contributor's Account (if any) in respect of that Member and the whole of the Member's Account Balance as a pension for the benefit of the spouse of the deceased Member in accordance with Clause 10.11 hereof;

PROVIDED ALWAYS that if the deceased Member shall have more than one Dependant then the Trustee may in its absolute discretion pay or apply the Benefit as aforesaid to the Dependants or any one or more of them exclusive of the other or others in such proportions as the Trustee shall deem fit PROVIDED FURTHER that in the event of the Trustee being in any doubt as to who may be the Dependant or Dependants of the deceased Member or if there are no Dependants then the Trustee may in the Trustee's absolute discretion determine to pay the whole or any remaining portion of the Benefit to the legal personal representatives of the deceased Member AND PROVIDED FURTHER the Trustee may in its absolute discretion

increase the Benefit payable to either the Dependents or legal personal representatives of the deceased Member by any amount equivalent to such amount (if any) which is a taxation deduction to the Fund by reason of the application of Section 279D of the Act.

#### 10.4 Retirement After Age 55

If a Member retires from gainful employment after age 55 but before the Retirement Age other than on account of Permanent Incapacity or Invalidity or shall at any time be dismissed or retrenched from an employment the Trustee may:

10.4.1 Pay a lump sum to the Member which shall be the total of the Member's Account in respect of the Member and that proportion of the Eligible Contributor's Account (if any) in respect of the Member which is vested in the Member having regard to the Member's Vesting Category **PROVIDED THAT** the Trustee may in its absolute discretion in any particular case decide to increase the Benefit to an amount not exceeding the sum of the Member's Account and Eligible Contributor's Account in relation to the Member except for any amount required to be preserved pursuant to Clause 10.6 and any amount standing to the credit of that Member's Eligible Contributor's Account which has not been paid over to him or preserved in accordance with Clause 10.6 shall be forfeited by the Member and shall be credited by the Trustee to the Foregone Benefits Account;

10.4.2 Determine to pay the amount of the Benefit determined in accordance with Clause 10.4.1 as a pension to the Member in accordance with Clause 10.11 excepting an amount required to be preserved by Clause 10.6 and any amount which has not been allotted to the provision of a pension or has not been preserved in accordance with Clause 10.6 shall be forfeited by the Member and shall be credited by the Trustee to the Foregone Benefits Account.

#### 10.5 Unrestricted Non-Preserved Benefits

In the event that any unrestricted non-preserved benefits (within the meaning of the Relevant Law) are held in the Fund in respect of a Member being benefits transferred to the Fund in accordance with Clause 8.3 or otherwise such benefits may be paid to the Member and payment shall be made in accordance with Clause 10.13.

#### 10.6 Preservation

Where the Relevant Law provides that payment of all or part of a Benefit shall not be made to a Member prior to that Member attaining a particular age or until the occurrence of a condition of release (within the meaning of the Relevant Law) then that portion of the Benefit shall be preserved in the Fund for as long as is required by the Relevant Law unless otherwise transferred in accordance with Clause 14 **PROVIDED THAT** no such transfer shall be made unless the same restrictions on payments to the Member are imposed by the fund to which the transfer is made by the Fund. If the Member dies prior to payment or transfer of the Benefit or part thereof so retained then it shall be paid in accordance with Clause 10.3. A Benefit or part thereof the payment or transfer of which is deferred hereunder shall continue to participate in earnings of the Fund as if constituted in the Member's Member Account.

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

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

#### 10.8 Moneys Owing to Fund or an Eligible Contributor

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

#### 10.9 Forfeiture of Benefits

##### 10.9.1 Any Member or Beneficiary:-

10.9.1.1 Who assigns or charges or attempts to charge any Benefit; or

10.9.1.2 Whose Benefit whether by voluntary act, operation of law (other than under the Bankruptcy Act) or otherwise becomes payable to or vested in any other person, company, government or other public authority; or

10.9.1.3 Who (subject to reasonable enquiries having been made by the Trustee) cannot be located and whose Dependents cannot be located by the Trustee or who dies and no grant of Probate or Letters of Administration shall have been made in respect of the estate of such Member within twelve (12) months of the date of such Member's death;

shall forfeit such Benefit PROVIDED THAT this sub-clause 10.9.1 shall not have the effect of forfeiting any Benefit or entitlement where the Member has already become presently entitled to that Benefit or entitlement as against the Trustee.

10.9.2 The Trustee shall credit all Benefits forfeited pursuant to Clause 10.9.1 to the Foregone Benefits Account and such Benefits shall be applied in accordance with Clause 6.4.

#### 10.10 Deduction of Tax from Benefit

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

#### 10.11 Benefits Payable by Pension

The payment of a Benefit as a pension pursuant to sub-clauses 10.1.3, 10.2.3, 10.3.3. and 10.4.2 may be payable as follows:-

- 10.11.1 A pension may be payable monthly in arrears or on such other terms as determined by the Trustee upon application from the Member provided that a payment is made at least annually and in such amounts as determined by the Trustee having regard to:-
  - 10.11.1.1 the amount of the Benefit able to be applied to the payment of a pension;
  - 10.11.1.2 the period for which the pension is likely to be paid;
  - 10.11.1.3 whether or not provision is made for residual or commuted lump sums being payable or for a Reversionary Beneficiary receiving pension payments any of which options the Trustee may in its discretion determine to adopt as features of a pension payable hereunder;
  - 10.11.1.4 standards being prescribed whereby non-commuted payments in any Fund Year must not be larger or smaller in total than certain prescribed amounts so that the pension payable is able to be deemed to be a pension for the purposes of the Relevant Law; and
  - 10.11.1.5 any other matters that the Trustee in its absolute discretion deems relevant.
- 10.11.2 Any entitlement to pension payments hereunder shall not be capable of being transferred assigned or paid to a person other than a Reversionary Beneficiary on the death of a Member or of another Reversionary Beneficiary.
- 10.11.3 The capital value of a pension or the income from it shall not be used as security for a borrowing.
- 10.11.4 A pension payable hereunder once it has commenced to be paid may be commuted to a lump sum at the time of commencement of payment of the pension or at such later time or times as may be approved by the Relevant Law and may provide for any residual capital value of the pension being payable as may be permitted by the Relevant Law.

#### 10.12 Benefits Payable by Lump-Sum

The payment of Benefits as a lump sum pursuant to Clauses 10.1.1, 10.2.1, 10.3.1 and 10.4.1 shall be payable on the day on which the Member's employment is terminated or at such other time thereafter as close to that date as is reasonably practicable.

#### 10.13 Voluntary and Compulsory Payments of Benefits

In the event that a Member becomes entitled to be paid a Benefit the Member, subject to the Relevant Law may elect not to be paid and the Trustee from that time may in its absolute discretion pay or apply the Member's Benefit either in whole or in part (having regard to any request or direction that may have been made by the Member) to or for the benefit of the Member at any time in one or both of the ways specified in Clause 10.4 if sub-clause 2.3.1 applies or if sub-clause 2.3.2 applies and the Member's age is less than the Retirement Age but otherwise in one or both of the ways specified in sub-clause 10.1.2 or 10.1.3 EXCEPT THAT the Member's Benefit must be paid or applied in full after the occurrence of any of the following events:

- 10.13.1 When having reached age 65 but not age 70 the Member ceases gainful employment on either a full time or a part time basis;
- 10.13.2 When the Member has attained age 70 and is not gainfully employed on a full time basis; or
- 10.13.3 When the Member dies in which case the Member's Benefit shall be paid in accordance with Clause 10.3.

#### 10.14 Benefits Other Than in Cash

- 10.14.1 The Trustee may with the agreement of a Member or Beneficiary to whom a Benefit is payable transfer existing life assurance policies on the life of the Member of equivalent value to such Member or Beneficiary in lieu of paying the whole or part of the amount otherwise payable. The policies so transferred shall be only such existing life assurance policies on the life of the Member as the Trustee, and the Member or Beneficiary shall agree.
- 10.14.2 The Trustee may with the agreement of a Member or Beneficiary to whom a Benefit is payable transfer assets of the Fund in specie to such Member or Beneficiary where such assets are equivalent in value to the Benefit payable and the Trustee in determining the value to be attributed to such assets may take whatever steps may be necessary to determine what the Trustee considers to be a true fair and reasonable market value for that property at the time of distribution PROVIDED THAT the payment of a Benefit by way of a distribution in specie is authorised by the Relevant Law.

#### 10.15 Change in Vesting Category

An Eligible Contributor may at any time direct in writing that the Trustee vary the Vesting Category in respect of any Member in respect of whom the Eligible Contributor makes Contributions to the Fund PROVIDED HOWEVER that nothing herein contained shall allow any part of the credit to a Member in the Member's Eligible Contributor's Account which to that time has accrued and vested for the benefit of the Member to be debited or divested in respect of that Member as a result of such change in Vesting Category.

### 11. ALTERATION OF THE DEED

#### 11.1 Power to Amend

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

11.1.1 vary the main purpose of this Deed namely to establish an Approved Superannuation Fund and to provide benefits to Members on retirement or to the Dependants of a Member in the event of death before retirement of the Member; or

11.1.2 have the effect of reducing any benefits that have accrued or have become payable to a Member before the amendment taking effect EXCEPT THAT where such reduction is required by reason of any tax payable on income of the Fund, where such reduction is to enable compliance with the Relevant Law, where the affected Members have approved of the reduction in writing or where the Relevant Authority has approved the reduction in writing.

#### 11.2 Amendments subject to Relevant Law

Notwithstanding anything in this Clause 11, this Deed may not be amended if that amendment would be contrary to the Relevant Law.

#### 11.3 Exclusion of the Trustee Act

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

### 12. WINDING UP OF FUND

If at any time there shall be no Members and no Beneficiaries then the Fund shall thereupon be wound up by the Trustee transferring the balance of investments remaining (if any) after allowance for any expenses expected to be incurred in winding up the Fund to the last person who was a Member or to the Dependants or estate of such Member in such proportion as the Trustee may in the absolute discretion of the Trustee determine and upon completion of such transfer and payment of all final expenses the Fund shall ipso facto cease and determine PROVIDED THAT if any payment of Benefits provided for by this Clause is otherwise required by the Relevant Law or under Clause 10.6 to be deferred until the attainment of a particular age or the occurrence of a condition of release (within the meaning of the Relevant Law) then the Member shall not be entitled to receive from the Fund any part of such Benefit and the Trustee shall make any of the following arrangements with respect to the Benefits required to be deferred:-

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

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

### 13. DISPUTES

If any question or dispute shall arise with respect to the Fund or the construction or meaning of this Deed and if the Trustee so requires, the question or dispute shall be referred to a single independent expert agreed to by the parties to the question or dispute, but in default of agreement to an expert or experts appointed by the President of the Law Society in the State of South Australia.

### 14. TRANSFER OF BENEFITS TO ANOTHER ARRANGEMENT

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

### 15. NOTICES

Any notice required to be given under this Deed between the Trustee, a Member or an Eligible Contributor (if any) shall be in writing and may be delivered or sent by registered or certified post or by facsimile:-

- 15.1 To the first mentioned Trustee at the last known address or the facsimile number (if any) of the Trustee;
- 15.2 To a Member at the last known address or the facsimile number (if any) of the Member;
- 15.3 To an Eligible Contributor at the last known address or the facsimile number (if any) of the Eligible Contributor;

as the case may be.



THE SCHEDULE HEREINBEFORE REFERRED TO

ITEM ONE – APPLICATION FOR MEMBERSHIP

THE ALLEN SUPERANNUATION FUND  
APPLICATION FOR MEMBERSHIP

TO: The Trustee of The Allen Superannuation Fund

I, Susan Patricia Allen of 4 Ruskin Pl Hazelwood Pk in the  
State of South Australia hereby apply for membership of **The Allen Superannuation  
Fund** being a Fund constituted by a Deed made at Adelaide in the State of South  
Australia on the            day of            2004  
by **James Elliot Allen and Susan Patricia Allen** as Trustees.

DATED this 21<sup>st</sup> day of MARCH 2004 .

SIGNED by the said

)  
) S. P. Allen  
)

in the presence of:

J. B. Allen

.....  
Witness

THE SCHEDULE HEREINBEFORE REFERRED TO

ITEM TWO – APPLICATION TO MAKE CONTRIBUTIONS

THE ALLEN SUPERANNUATION FUND  
APPLICATION TO MAKE CONTRIBUTIONS

TO: The Trustee of The Allen Superannuation Fund

I, JAMES ALLEN ..... of 4 RUSKIN PL HAZELWOOD PK in the State of South Australia ("**the Applicant**") hereby apply to make Contributions to **The Allen Superannuation Fund** as constituted by a Deed made at Adelaide in the State of South Australia by James Elliott Allen and Susan Patricia Allen as Trustees dated the      day of      2004 of an amount of \$      per..... ("**the Contributions**") in respect of  
.....of.....(**the Member**") until further notice and the Applicant does require that the Member, for the purposes of determining the rate of vesting of the Contributions be deemed to be a Member of the A/B/C Vesting Category as defined in the Deed.

The Applicant hereby declares that:-

9. The Applicant is an "**Eligible Contributor**"(as defined Below) in respect of the Member.
10. The Applicant shall notify the Trustee immediately if any time the Applicant ceases to be an Eligible Contributor (as defined below) in respect of the Member.
11. The Member has been in the continuous employ of the Applicant since the day of      2004.
12. The Applicant accepts that, in administering the Fund, the Trustee is bound to act independently of the specific interests of both the Members and their Dependants and the Eligible Contributors.

DATED this      21<sup>st</sup> day of      MARCH      2004

SIGNED by/for and on behalf  
Of the said  
In the presence of:

.....

Witness

S. P. Allen  
J. E. Allen

I,.....being the Member mentioned above hereby consent to the terms of this Application.

DATED this      day of      2004

SIGNED by the said  
In the presence of:

.....

.....  
Witness

### ITEM THREE

#### THE PORTION OF THE AMOUNT STANDING TO THE CREDIT OF AN ELIGIBLE CONTRIBUTOR'S ACCOUNT TO BE VESTED IN A MEMBER

##### MEMBERS IN VESTING CATEGORY A

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Vesting of 100% Eligible Contributor's Account Balance to Member at the expiration of each Fund Year regardless of the Member's period of service with the Eligible Contributor.

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##### MEMBERS IN VESTING CATEGORY B

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No. of Member's full years and Membership attained after age 55	Percentage of the amount standing to the credit of an Eligible Contributor's Account to be vested in the Member at the expiration of each Fund Year.
1	20%
2	40%
3	60%
4	80%
5 or more	100%

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## MEMBERS IN VESTING CATEGORY C

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No. of Member's full years and Membership attained after age 55	Percentage of the amount standing to the credit of an Eligible Contributor's Account to be vested in the Member at the expiration of each Fund Year.
1	10%
2	20%
3	30%
4	40%
5	50%
6	60%
7	70%
8	80%
9	90%
10 or more	100%

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