

Schedule 1

1 Name of Fund

Jenways Super Fund

2 Trustee

Jenways Pty Ltd
ACN: 616 613 382

3 Date of Establishment

28/12/2016

4 Proper Law Governing Fund

The Law of the State of Queensland

52.5 Payment if Member Dies

Where a Member dies before receiving a Benefit to which he or she has become entitled to under clause 52.4, that Benefit must be paid in accordance with clause 44.

52.6 Surplus

If a surplus remains after providing Benefits for Members and their Dependants in accordance with clause 52.4, that surplus must, subject to any requirements of the Superannuation Law and clause 52.8, be paid by the Trustee to, or for the benefit of:

- (a) any Members;
- (b) any former Members;
- (c) any Dependants of any Members or former Members;
- (d) the Legal Personal Representatives (in their capacity as such) of any Members, former Members or Dependants; or
- (e) any Employer,

as the Trustee, in its absolute discretion, determines and, if provided to or for two or more persons, in the proportions as the Trustee, in its absolute discretion, determines, subject in the case of clauses 52.6(a) and 52.6(d) to clause 52.4.

52.7 Form of Payment

Subject to clause 52.8, the payments to be provided under clauses 52.4 and 52.6 may be made in cash, Policies, participation in any other Approved Benefits Arrangement or otherwise as determined by the Trustee, but shall not be payable to or for the benefit of a Member unless in accordance with the Superannuation Law.

52.8 Payment to other Persons

If any payment of Benefits provided under clauses 52.4 and 52.6 is otherwise required by the Superannuation Law to be deferred until the attainment of a particular age or the occurrence of a specified event, then the relevant Member is not entitled to receive from the Fund any part of the Benefit which is required to be deferred and the Trustee must make any of the following arrangements with respect to the Benefits required to be deferred:

- (a) transfer the Benefit to another Complying Superannuation Fund if that Fund does not permit the payment of the Benefit prior to the attainment of the particular age or the specified event;
- (b) purchase an Annuity with the Benefits commencing no earlier than the particular age or specified event or which otherwise satisfies the Superannuation Law;
- (c) transfer the Benefits to an Approved Deposit Fund if that Fund does not permit the payment of the Benefit prior to the attainment of the particular age or the specified event; or
- (d) purchase a non commutable Pension payable for life in the name of the Member but only if the Member has permanently Retired from Employment.

51 Satisfaction of entitlement

- (a) The payment, transfer or roll over of the entitlement of a Non Member Spouse in accordance with this Part 12 will be a complete discharge of the Trustee's obligations in respect of any liability to that Non Member Spouse and the Member in respect of that Non Member Spouse for the amount paid, transferred or rolled over.
- (b) In addition to its other powers under this deed, the Trustee may deduct from the amount to be paid, transferred or rolled over the amount of any Tax that is calculated by the Trustee to be payable in respect of the entitlement of the Non Member Spouse.

- (i) retaining the amount in the Fund as a credit to an Accumulation Account for the Member, Dependant or Beneficiary; or
 - (ii) paying the amount as a Benefit in the form of a lump sum or other form of Pension in accordance with this deed.
- (c) If part of a Pension is commuted, the Trustee may reduce the total amount of the instalments in respect of the balance of the Pension payable to the Member, Dependant or Beneficiary by an amount that the Trustee considers appropriate subject to the Superannuation Law.
- (d) If clause 38(g) applies, the Trustee may only commute a Pension under this clause 45 if required by Superannuation Law or to comply with any applicable cap imposed on Pensions by the Superannuation Law, or as otherwise directed by the Commissioner of Taxation or by the Pensioner.

46 Anti detriment payment

The Trustee may determine to increase the Superannuation Lump Sum Benefit payable to a Member's Dependant or Dependents on the death of a Member by way of an anti detriment payment in accordance with section 295-485 of the Taxation Act (**Anti detriment Payment**) to the extent that such Anti detriment Payment is applicable under the Superannuation Law.

- (i) is in writing and states that the document is a Binding Death Benefit Nomination;
 - (ii) is signed and dated by the Member in the presence of two witnesses, each of who is:
 - (A) a person who has turned 18 years; and
 - (B) not a person mentioned in the notice; and
 - (iii) contains a declaration signed and dated by the two witnesses stating that the Binding Death Benefit Nomination was signed by the Member in their presence.
- (b) A Member may nominate in a Binding Death Benefit Nomination :
- (i) the person or persons to whom their Benefit must be paid so long as that person or each of those persons are a Legal Personal Representative or Dependant of the Member;
 - (ii) the proportions in which the Benefit will be paid to that person or each of those persons; and
 - (iii) the manner in which those benefits must be paid to the person or each of those persons.
- (c) A Binding Death Benefit Nomination may be confirmed, amended or revoked at any time by the Member and will otherwise be effective until revoked.
- (d) A Binding Death Benefit Nomination may be revoked by making a later valid Binding Death Benefit Nomination or by otherwise revoking it by notice in writing given to the Trustee.

44 Payment of death benefits

44.1 Application

This clause 44 applies to a Member's Benefit that is payable under clause 36(a) on or following the death of a Member.

44.2 Payment if Non Binding Death Benefit Nomination

Subject to clauses 44.3 and 38(g) and the Superannuation Law, on or following the death of a Member, if that Member had made one or more Non Binding Death Benefit Nomination, any Benefit payable in respect of that Member may be paid or applied in accordance with clause 44.6 to:

- (a) one or more of the Nominated Beneficiaries (if any) designated in the most recent Non Binding Death Benefit Nomination made by that Member;
- (b) other Dependents of that Member and in such proportions as the Trustee, in its absolute discretion, determines; or
- (c) one or more of the Legal Personal Representatives of that Member.

39 Reduction of Member's Benefit

39.1 Reduction in Member's Benefit by amounts owed to Employer

Despite any other provision of this deed, the Member's Benefit may, in the Trustee's absolute discretion, be reduced by:

- (a) all amounts, whether actual or contingent, owing by the Member to an Employer or to the Trustee at the time when the Benefit becomes payable or applicable in accordance with this deed or the Superannuation Law;
- (b) the amount of any loss incurred by an Employer in consequence of the Member's proven fraud, dishonesty, misconduct or negligence; or
- (c) the amount of any costs of all proceedings, civil or criminal, incurred by an Employer in attempting to recover any amount owing by the Member to the Employer or in respect of his or her proven fraud, dishonesty, misconduct or negligence,

provided that this clause 39 must not be relied on to reduce the Member's Benefit below the amount required in accordance with the Superannuation Law to be vested in the Member.

39.2 Evidence of amounts owed to Employer

Subject to the Superannuation Law, a written statement signed by an Employer and given to the Trustee that:

- (a) specifies the amount owing by a Member to the Employer or the amounts of any loss or costs incurred by the Employer in respect of the relevant Member; and
- (b) requests that the Member's Benefit is reduced by that amount,

will be sufficient authority to the Trustee to reduce the extent of the Member's Benefit by the specified amount.

39.3 Payment of amounts to Employer

On receipt of a written statement under clause 39.2, the Trustee is entitled to pay to the relevant Employer all amounts actually owing or incurred as specified in the relevant statement and is entitled to retain any amount contingently owing pending the occurrence or non occurrence of the contingency.

40 Statement of Unclaimed Benefits

The Trustee must give to the Statutory Authority a statement of Unclaimed Benefits and must pay any Unclaimed Benefits to the Statutory Authority at the time and in the manner as is required by the Superannuation Law.

41 Limitation on payment

Despite any other provision in this deed, the Trustee must not pay any Benefits to Members, Dependants or Beneficiaries if any such payment would cause the Fund to breach the Superannuation Law.

32 Preservation

The Trustee must Preserve amounts of Contributions in respect of Members or Beneficiaries on the terms and conditions that are required by the Superannuation Law.

33 Payment of Unrestricted Non Preserved Amount

Despite any other provisions in this deed which may be construed to the contrary and subject to the Superannuation Law:

- (a) a Member may elect at any time to withdraw the whole or any part of the Unrestricted Non Preserved Amount of that Member by giving notice to the Trustee in the form and manner that the Trustee may determine from time to time; and
- (b) the minimum Unrestricted Non Preserved Amount which may be withdrawn by a Member under clause 33(a) will be determined by the Trustee and notified to Members of the Fund.

34 Payment of additional Benefits

In circumstances where a Member ceases to be a Member of the Fund, the Trustee may determine to pay, in addition to amounts otherwise payable under this deed, any part of the Fluctuation Account, which the Trustee considers equitable, to the Member's Accumulation Account for purposes of payment of a Benefit.

35 Retention of Benefit in Fund

Where a Member or Beneficiary does not require Benefits to be paid immediately, the Trustee may, in its absolute discretion, retain all or any part of any Benefit payable under this Part 11 in the Fund until the Member or Beneficiary entitled to the Benefit requests that the Benefit is paid to that Member or Beneficiary or until they are required to be paid under the Superannuation Law or this deed.

36 Compulsory payment of Benefits

The Trustee must pay a Member's Benefits as soon as practicable after:

- (a) the Member dies; or
- (b) payment of the Benefit is required in accordance with the provisions of this Deed or the Superannuation Law.

37 Voluntary payment of Benefits

Subject to the Superannuation Law, a Member may elect to receive a Benefit on or after the occurrence of any of the following events:

- (a) if the Member Retires from Gainful Employment;
- (b) if the Member suffers Permanent Incapacity;
- (c) if the Member suffers Temporary Incapacity;
- (d) if the Member being a temporary resident permanently departs Australia in circumstances described in the SIS Regulations, including regulation 6.20A or 6.20B, and requests in writing the release of his or her Benefits;

- (d) transfer any other asset or amount in the Fund that it approves, including any reserves, surplus or unallocated amounts in the Fund, to another account or reserve in the Fund or to another Approved Benefit Arrangement.

30.4 Roll overs

The Trustee may, on receiving a written election or application from a Member to:

- (a) pay all or any of the Benefit of that Member in the Fund to any Approved Benefit Arrangement or back into the Fund in a manner permitted by the Superannuation Law;
- (b) roll over an amount which is the subject of an application by a Member under clause 29.6 that has been accepted by the Trustee to the trustee of an Approved Benefit Arrangement; or
- (c) retain or apply all or any of the Benefit of that Member within the Fund in a manner permitted by the Superannuation Law,

pay, apply or retain the Benefit in accordance with that election or application.

30.5 Trustee to protect Preservation on roll over

Where a Member or former Member has a Preserved Payment Benefit in the Fund which forms part of the amount transferred or rolled over to an Approved Benefit Arrangement, the Trustee must ensure that the governing rules of the Approved Benefit Arrangement provide for the amount of the Preserved Payment Benefit to be preserved and vested in accordance with the Superannuation Law.

- (A) 65 years or more; or
 - (B) between the relevant Preservation Age and 65 years and satisfies item 101 in schedule 1 of the SIS Regulations.
- (d) Despite clause 29.6(c)(iii), an application is not invalid under that clause if the application includes a statement by the Applicant's Spouse that the Spouse is aged:
 - (i) between the relevant Preservation Age and 65 years, and does not satisfy item 101 in schedule 1 of the SIS Regulations; or
 - (ii) less than the relevant Preservation Age.
- (e) The Applicant must specify, in the application, the amount from his or her:
 - (i) Taxed Splittable Contributions;
 - (ii) Untaxed Splittable Contributions; or
 - (iii) both,

that the Applicant seeks to split for the benefit of his or her Spouse.
- (f) The Trustee may at its discretion accept an application made under clause 29.6(a) if:
 - (i) the application complies with clauses 29.6(a) to 29.6(e); and
 - (ii) the Trustee has no reason to believe that the statement referred to in clause 29.6(d) is untrue; and
 - (iii) the amount that the application relates to does not exceed the Maximum Splittable Amount for the relevant Financial Year.
- (g) Where the Trustee accepts an application under this clause 29.6, the Trustee must as soon as practicable, and in any case within 90 days after receiving the application, roll over or transfer to an Approved Benefit Arrangement or Allot the amount of the Splittable Contribution that is the subject of the application for the benefit of the Applicant's Spouse.
- (h) Before the Trustee Allots any amount under clause 29.6(g) for the benefit of the Spouse:
 - (i) the Trustee must ensure that the requirements of clause 9.2 are satisfied where the Fund is a Self Managed Superannuation Fund; and
 - (ii) either, the Spouse must:
 - (A) be a Member; or
 - (B) apply to become and be accepted as a Member.
- (i) Subject to the Superannuation Law, if an Applicant requests a split of:
 - (i) his or her Untaxed Splittable Contributions, the Trustee can only give effect to the application where the amount specified in the application is less than or equal to the Non Concessional Contributions that would form part of any Superannuation Lump Sum that would be payable if the Applicant withdrew his or her entire Benefits on or before 5 April 2007; or
 - (ii) his or her Taxed Splittable Contributions, the Trustee can only give effect to the application where the amount specified in the application is less than or equal to the Concessional Contributions that may be split under the Superannuation Law that would form part of any Superannuation Lump Sum

Part 10 - Contributions to the Fund

28 Contributions to the Fund

28.1 Eligibility to make Contributions

Subject to the consent of the Trustee and the provisions of clause 29, Contributions to the Fund may be made by a Member, an Employer or any other Permitted Entity.

28.2 Amount of Contributions

Subject to the provisions of clause 29 and the Superannuation Law, the Trustee may accept amounts by way of Contributions that are:

- (a) determined from time to time by each contributor; or
- (b) deemed or permitted to be made under the Superannuation Law.

28.3 Superannuation Guarantee legislation

Where the Trustee accepts Contributions in accordance with the Guarantee Act, the Trustee must provide all certificates, reports and other information that the Guarantee Act requires to be provided.

29 General provisions concerning Contributions

29.1 Form of Contribution

A Contribution made under this Part 10 may be made either in cash or by transfer of an asset or assets provided that the assets transferred are authorised investments and are transferred on the terms and conditions provided under the Superannuation Law and the acquisition of the assets is not prohibited by the Superannuation Law.

29.2 Obligations to contribute

- (a) Subject to the requirements of the Superannuation Law and in the absence of any agreement to the contrary, no Member, Employer or Permitted Entity is under any obligation to make a Contribution to the Fund in respect of any Fund Year.
- (b) Subject to the Superannuation Law, a Member may remain a Member of the Fund even if no Contributions are made in respect of that Member for any Fund Year.

29.3 Limitation on commencing Contributions

The Trustee must not accept Contributions to the Fund by or in respect of a Member if acceptance of the Contribution would contravene the Superannuation Law or this deed.

29.4 Limit on Contributions

The Trustee must not accept any Contributions or Shortfall Component if:

- (a) the Contributions are not otherwise authorised to be made, or are in excess of the amount of Contributions that can be made, on the Member's behalf by the Superannuation Law;

25.8 Refusal to be medically examined

If any Member or person who has applied to become a Member refuses or omits to:

- (a) take any step reasonably required under clause 25.7;
- (b) do anything which would or might prejudice the relevant Policy or Annuity; or
- (c) do anything which would or might result in some or all of the relevant Policy money not becoming payable,

the Trustee may adjust the Benefit to be provided by the Fund for and in respect of that Member or person as the Trustee considers appropriate.

26 Membership notification requirements

26.1 Product Disclosure Statements

The Trustee must give to all new Members a Disclosure Document containing information and details relating to the Fund that are required by the Superannuation Law.

26.2 Disclosure and reporting requirements

The Trustee must provide annually to Members, former Members and Beneficiaries, all information in writing and copies of accounts, records and documents of the Fund that are required by the Superannuation Law.

26.3 Former Member notices

- (a) The Trustee must give to former Members or their Legal Personal Representatives a written statement containing all information and details relating to the Benefits of the former Members that the Superannuation Law requires to be provided.
- (b) No Member or Dependent of a Member is entitled to obtain information or details on the operation of the Fund or on any matter which may relate to the conduct of the Fund which, in the opinion of the Trustee, would be inappropriate to disclose other than as provided for in this clause 26.

26.4 Inspection of deed and other Documents

- (a) A copy of this deed or any other documents required by the Superannuation Law to be made available for inspection must be made available for inspection by any Member or Beneficiary on the request of that Member or Beneficiary.
- (b) Unless otherwise required by the Superannuation Law, it is sufficient for this clause 26.4 to make a copy of this deed or other documents available to the Member or Beneficiary for inspection at the office of the Trustee or at the place of business of an Individual Trustee during hours when that office or business is open.

26.5 Meetings and Members

The Trustee must notify the Members from time to time of the manner, time and place in which meetings of the Members of the Fund held in accordance with the provisions of the Superannuation Law and for the purposes of this deed are to be called and conducted.

Part 8 - General matters

23 Policies of insurance

23.1 Member Policies

The Trustee may, in its absolute discretion, effect Policies with an Insurer and may secure the Benefit of a Member by means of an individual Policy or Policies or a group Policy or Policies or partly in one and partly in another.

23.2 Member may request a specific Policy

Where a Member requests in writing the Trustee to effect a Policy of a specified type in respect of the Member, the Trustee must effect that Policy, except if it is of the opinion that the Policy is not in the best interests of the Member or the Dependants of the Member and provided that the Member has not in writing withdrawn, cancelled or altered the Member's original request.

23.3 Trustee to effect Policy if required

If the Trustee has informed a Member that a Policy of a specified type will be effected in respect of a Member, the Trustee must effect the Policy except if the Member has requested the Trustee in writing not to effect that Policy.

23.4 Premiums

Any premiums for a Policy effected may, if the Trustee considers it appropriate and is otherwise permitted by the Superannuation Law, be debited to an Insured Member's Accumulation Account, a Pension Account or a Reserve Account.

23.5 Limitation on liability of Trustee

Where a Trustee is not required to exercise the power to effect a Policy or Policies, the Trustee is not responsible or liable to a Member, a Member's Legal Personal Representative or Dependant if the Trustee determines not to exercise the power to effect that Policy or those Policies.

24 Payment of Tax and Levies

24.1 Deduction of Tax on Benefit

The Trustee must deduct from any Benefit payable to any Member or Beneficiary under this deed any Tax required to be deducted from it.

24.2 Tax on Contributions and Shortfall Components

The Trustee or any other appropriate organisation (with the agreement of the Trustee) may deduct any Tax payable in relation to a Contribution or Shortfall Component prior to the Contribution or Shortfall Component being credited to the Accumulation Account of the Member.

Part 7 - Record Keeping

22 Records, Reports and Audit

22.1 Trustee obligations

The Trustee must:

- (a) keep accounts and issue receipts in respect of all money and any other assets received into and disbursed from the Fund and of all dealings in connection with that money or assets;
- (b) collect and promptly pay all money due to or received on behalf of the Fund to the credit of an account in the name of the Fund kept with a bank, building society, or other financial institution or into a trust account of a solicitor, accountant, investment manager or administration manager;
- (c) pay all premiums to Insurers that are required to maintain any Policies or Annuities;
- (d) keep and retain in safe custody all records, books, accounts, minutes, reports and other documentation for the period that the Superannuation Law requires;
- (e) prepare and lodge all documents that the Superannuation Law requires to be lodged;
- (f) ensure the Fund is audited at the end of each Fund Year or at such other time as is required by the Superannuation Law and ensure that the Auditor provides all certificates that are required by the Statutory Authority in accordance with the Superannuation Law;
- (g) once in each Fund Year, report on the affairs of the Fund to the Member in any form that the Superannuation Law requires;
- (h) produce any books or information relating to the Fund and make suitable arrangements for access to premises where the books or information are kept for the purposes of inspection in accordance with the Superannuation Law; and
- (i) record against a Member's Benefit or Benefit Entitlement, a Payment Flag that has been validly served on the Trustee in accordance with the Superannuation Law until the time when it is validly lifted.

22.2 Provision of Information

The Trustee must provide any information or documentation required by the Superannuation Law to:

- (a) Employers;
- (b) the Statutory Authority;
- (c) the Actuary;
- (d) the Auditor;
- (e) Members; and
- (f) any other persons specified in the Superannuation Law.

- (c) any Tax or Levy not attributed to a Member Account; and
- (d) the cost of any Policy not credited to a Member Account.

17.4 Trustee to determine Earnings and Fund Earning Rate

At the end of each Fund Year or at any other time as the Trustee considers it appropriate or as the Superannuation Law requires, the Trustee must determine:

- (a) the Earnings of the Fund in respect of the period since the previous determination; and
- (b) the Fund Earning Rate.

17.5 Distribution of Earnings

Subject to clauses 18 and 20 and the Superannuation Law, the Fund Earning Rate determined under clause 17.4 must be used to determine, at the Trustee's discretion, the proportion of the Earnings to be credited or debited from the Income Account to other Accounts, including Member Accounts, Pension Accounts or Reserve Accounts.

17.6 Trustee to notify Members

The Trustee must notify the Members of the basis of the calculation of the Fund Earning Rate when required to do so by the Statutory Authority or the Superannuation Law.

18 Fluctuation Account

18.1 Establishment

The Trustee may establish a Fluctuation Account.

18.2 Transfers to Fluctuation Account

The Trustee must transfer any amount remaining in the Income Account after distribution of Earnings under clause 17.5 to the credit of the Fluctuation Account.

18.3 Separation of Account moneys

Amounts credited to the Fluctuation Account do not form part of any Member Account and any income earned by the Fund on the moneys held in the Fluctuation Account must be credited to the Fluctuation Account.

18.4 Use of Fluctuation Account

Subject to the Superannuation Law, the Fluctuation Account may be used:

- (a) as part of a reserving strategy to stabilise investment earnings;
- (b) to supplement the Fund Earning Rate;
- (c) to pay any Tax; and
- (d) to provide for any contingencies the Trustee decides to provide for.

Part 6 - Accounts of the Fund

14 Trustee to open Accounts

The Trustee has the power to open and operate the Accounts.

15 Accumulation Account

15.1 Establishment

The Trustee must establish an Accumulation Account in respect of each Member or Beneficiary.

15.2 Amounts to be credited

The Trustee may (or must) credit all amounts that are permitted (or required) by this deed and the Superannuation Law to be credited to the Accumulation Account, including:

- (a) Contributions;
- (b) the portion of the Earnings (if positive) that the Trustee determines in accordance with clause 17.4;
- (c) amounts received by transfer from Approved Benefit Arrangements;
- (d) proceeds of any Policy or Annuity attributable to the Member;
- (e) any Financial Assistance received by the Fund that is attributable to the Member;
- (f) any amounts transferred or Allotted from other Accounts;
- (g) any Levy or Shortfall Component paid in respect of the Member; and
- (h) any other amounts as the Trustee determines and that are permitted by the Superannuation Law.

15.3 Amounts to be debited

The Trustee may (or must) debit all amounts that are permitted (or required) by this deed and the Superannuation Law to be debited to the Accumulation Account, including:

- (a) Benefits paid to Members or Beneficiaries;
- (b) the portion of the Earnings (if negative) that the Trustee determines in accordance with clause 17.4;
- (c) amounts transferred to Approved Benefit Arrangements;
- (d) any Tax calculated in accordance with clause 24 attributable to the Member for whom the Accounts or Account has been established;
- (e) any amounts transferred or Allotted to other Accounts;
- (f) any costs or expenses attributable to the Member including the cost of any Policies effected by the Trustee in respect of the Member; and

- (s) to purchase an Annuity from an Insurer in order to provide all or a part of the Pension payable in respect of a Member and any such Annuity will be in the name of the Trustee or, if the Trustee determines, in the name of the Member or former Member;
- (t) to enter into any agreement or provide any notice or make any election or undertake any other action whether revocable or irrevocable which would or may have the effect of committing the Trustee to conduct the Fund at all times as a Complying Superannuation Fund;
- (u) to seek modifications of or exemptions from the application of the Superannuation Law to the Fund;
- (v) to accept Contributions and any Shortfall Component from any person authorised to make Contributions or pay the Shortfall Component in accordance with the Superannuation Law;
- (w) to borrow from any person, company, trust, government or institution on terms satisfactory to the Trustee and to the extent that it is not limited by or contrary to the Superannuation Law;
- (x) to give a charge over, or in relation to, an asset of the Fund on terms satisfactory to the Trustee and to the extent that it is not limited by or contrary to the Superannuation Law; and
- (y) to draw down any bill of exchange, promissory note or other negotiable instrument on terms satisfactory to the Trustee and to the extent that it is not limited by or contrary to the Superannuation Law.

12.2 Discretion of Trustee

Subject to any exceptions in the Superannuation Law and despite any other provision in this deed, no discretion under the rules of this Fund can be exercised by a person other than the Trustee, unless the Fund is a Self Managed Superannuation Fund.

12.3 Power of delegation

The Trustee may delegate to any person, or where there is more than one Trustee, to any one or more of the Trustees, any of the powers, duties and discretions conferred on the Trustee under this deed on such terms and conditions as the Trustee determines and the Trustee may vary, limit or revoke any such delegation provided that any such delegation must only be undertaken in accordance with the Superannuation Law.

12.4 Trustee's Powers and Compliance with the Superannuation Law

In relation to the Trustee's exercise of its powers, discretions and obligations under this deed, the Trustee:

- (a) may do anything that it is permitted to do or not restricted from doing under the Superannuation Law;
- (b) must do everything that it is required to do to comply with the Superannuation Law or with any direction by a Statutory Authority in relation to the Fund; and

must refrain from doing anything that would result in a breach of the Superannuation Law by the Trustee or the Fund.

- (i) in the acquisition by any means of land or interest in land of any tenure, improved or unimproved and wherever situated;
- (j) on loan to any person or deposit with any person, wherever situated, with or without security and for any period whatsoever;
- (k) on deposit with any Authorised Deposit Taking Institution for any period;
- (l) in erection of buildings or structures or the making of improvements on land with any tenure, whether improved or unimproved and wherever situated;
- (m) on any Policy or Annuity with an Insurer and any choses in action, interest for life or any lesser term or any reversion or otherwise arising and whether as original Policy holder or by assignment; and
- (n) in any other investments which the Trustee considers appropriate and which satisfy the Superannuation Law.

11.3 Power to hold investment in different names

Any investment may be held in the names that the Trustee determines from time to time including the name of a nominee (whether individual or corporation).

11.4 Disclosure of Trustee's interest in investment

The Trustee and any Director must disclose details of any interest in any investment in the manner prescribed by the Corporations Act and the Superannuation Law whenever they have a direct or indirect interest in the investment or may benefit directly or indirectly from it.

11.5 Specific investments

Subject to clauses 11.1 and 11.2, the Trustee may, with or without the consent of a Member or Beneficiary, make separate investments as the Trustee determines in respect of certain Members or Beneficiaries or certain classes of Members or Beneficiaries of the Fund or in respect of different classes for certain Members or Beneficiaries.

12 Trustee powers generally

12.1 General powers

Subject always to the Superannuation Law and without prejudice to the powers vested in the Trustee by this deed or otherwise, the Trustee has the following powers that may be exercised or not in the Trustee's absolute discretion:

- (a) to institute, conduct, defend, compound or abandon any legal proceedings by or against the Fund or the Trustee or otherwise concerning the affairs of the Fund and also to compound and allow time for payment or satisfaction of any debts due or of any claims or demands by or against the Fund;
- (b) to commence, carry on and defend legal proceedings in order 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, default, remission, breach of duty or breach of the terms of this deed;
- (c) to carry on a business;
- (d) to refer any claims or demands by or against the Fund to arbitration and to observe and perform any awards arising from that arbitration;

Part 4 - Other persons in Fund

10 Appointment and removal of other persons

10.1 Appointment

Subject to the Superannuation Law and the law generally, the Trustee may appoint in writing one or more persons, as appropriate, as:

- (a) Investment Manager, who has powers, discretions and authority relating to the purchase, sale, management, investment, administration, valuation, retention and transposition of that part of the Fund entrusted to the Investment Manager;
- (b) Actuary, who must be a Fellow of the Institute of Actuaries of Australia or a firm or company of Actuaries of which at least one member or director (as the case requires) is such a Fellow;
- (c) Administrator, who has power to carry out some or all of the administration of the Fund;
- (d) Auditor, who is appropriately qualified and is independent according to any criteria specified in the Superannuation Law;
- (e) Custodian, who has powers, discretions and authorities relating to holding the legal title and the custody of title, deeds and any documents of any nature whatsoever or relating to the custody of any part of the assets of the Fund provided that person is not prohibited from acting under the Superannuation Law; and
- (f) any other consultants, officers or attorneys as may be desirable for the proper management and administration of the Fund.

10.2 Removal

The Trustee may remove from office any person or company appointed to any position under this clause 10 and must remove such person or company when so required by the Superannuation Law.

- (i) a Constitutional Corporation where each Member is a Director of the Constitutional Corporation and each Director is a Member; or
 - (ii) Individual Trustees where each Member is an Individual Trustee and each Individual Trustee is a Member of the Fund.
- (d) The requirements in clauses 9.2(b) and 9.2(c) are subject to any alternative tests or exceptions to the general rules outlined in those clauses contained in section 17A(3) of the SIS Act, or any other Superannuation Law.
 - (e) For the purposes of clause 9.2(c), no Member of the Fund may be employed by another Member of the Fund unless permitted by the Superannuation Law.
 - (f) If the Fund has fewer than five Members and is not a Self Managed Superannuation Fund, the Trustee must be an Approved Trustee or a RSE Licensee that is a Constitutional Corporation.

9.3 Appointment of Trustee

- (a) Subject to the Superannuation Law, a majority of Members may, by deed or other written instrument, appoint a person or persons to act as Trustee provided that the person or persons have given their written consent to the appointment and give any other consents or declarations required by the Superannuation Law.
- (b) The Legal Personal Representative of:
 - (i) a deceased Member;
 - (ii) a Member who has lost legal capacity; or
 - (iii) a Member who has appointed that Legal Personal Representative as their attorney under an enduring power of attorney,

may exercise the particular Member's decision making power to appoint a Trustee on behalf of the Member.
- (c) Where a Member is under the age of 18 years, a parent or guardian of the particular Member is permitted to exercise that Member's power to appoint a Trustee.
- (d) Where the Fund has no remaining Members and where there is no other person who has the power to appoint a Trustee under this clause 9.3 on behalf of the last person ceasing to be a Member, the Legal Personal Representative of the last Member to have a Legal Personal Representative has the power to appoint a Trustee.

9.4 Ceasing to act as Trustee

A Trustee must immediately cease to act as Trustee of the Fund:

- (a) if, being an individual, he or she dies or otherwise loses his or her legal capacity;
- (b) if, being a Constitutional Corporation, it is placed into receivership or liquidation or an administrator is appointed over its affairs;
- (c) if the Trustee is disqualified from holding office as a trustee by operation of the Superannuation Law or is removed or suspended from office under the Superannuation Law;
- (d) if the Trustee resigns as Trustee of the Fund by notice in writing to a majority of the Members; or

Part 2 - The Fund

7 Structure of the Fund

7.1 Fund vested in Trustee

The Fund is at all times to be vested in the Trustee and must be managed by the Trustee on the terms and conditions contained in this deed and subject to the trusts, powers, authorities and discretions contained in this deed.

7.2 Class of Members

The Trustee has the power to create any additional class or classes of Membership with those rights, entitlements, conditions of eligibility and Benefits as the Trustee thinks appropriate.

7.3 Composition of the Fund

The gross assets of the Fund consist of all cash, investments and other property for the time being held and received by or on account of the Trustee on the trusts of this deed.

3.3 Fund subject to Superannuation Law at all times

- (a) The provisions contained in this deed are at all times subject to the Superannuation Law and are deemed to incorporate the Superannuation Law to the extent necessary for the Trustee and the Fund to qualify for concessional Tax treatment or to satisfy any other requirements of the Statutory Authority.
- (b) In the event that there is an inconsistency between the deed and the Superannuation Law, the Superannuation Law prevails to the extent of the inconsistency.

4 Other provisions to note

4.1 Exercise of powers and rights

All powers, rights, decisions, discretions, appointments or other authorisations of whatsoever nature or kind granted to or conferred on the Trustee by, under or for the purposes of this deed, may be fully and effectively exercised, made, done or performed by or on behalf of a Trustee:

- (a) where the Trustee is a Constitutional Corporation, by resolution of the Directors in accordance with its constitution or by any person or persons having the authorisation of such Directors to act on their behalf; or
- (b) where the Trustee consists of Individual Trustees, by unanimous resolution or, if allowed by the Superannuation Law, by a majority of persons holding the office of Trustee,

despite any direct or personal interest the Trustee (or, where the Trustee is a Constitutional Corporation, any director or shareholder of the Trustee) may have in whatsoever capacity in the exercise of the powers, rights, decisions, discretions, appointments or other authorisations or that the Trustee (or director or shareholder of the Trustee) may benefit either directly or indirectly from such exercise and provided that any requirements of the Superannuation Law are satisfied.

4.2 Benefits secured

The rights of the Members or their Dependants who receive Benefits payable under this deed are secured within the meaning of the Superannuation Law.

5 Governing law and jurisdiction

5.1 Governing law

This agreement is governed by the laws in force in the State or Territory specified in Schedule 1.

5.2 Jurisdiction

The Trustee, Members, Beneficiaries and Employers submit to the exclusive jurisdiction of courts of the State or Territory specified in Schedule 1 and any courts that may hear appeals from those courts about any proceedings in connection with this deed.

Statutory Authority means, as the case requires, the Commissioner of Taxation, the Australian Prudential Regulation Authority, the Australian Securities and Investments Commission, the Department of Human Services, or such other government, statutory or regulatory authority which is responsible for administering or regulating Superannuation Law.

Superannuation Law means any requirement under the SIS Act, the SIS Regulations, the *Occupational Superannuation Standards Act 1987* (Cth), the *Occupational Superannuation Standards Regulations 1987* (Cth), the *Family Law Act 1975* (Cth), the Corporations Act, the Corporations Regulations, the Taxation Act, the *Financial Sector (Collection of Data) Act 2001* (Cth), the *Financial Institutions Supervisory Levies Collection Act 1998* (Cth), the *Superannuation (Unclaimed Money and Lost Members) Act*, and any other present or future legislation which the Trustee must comply with in order for the Fund:

- (a) to qualify for concessional Tax treatment as a Complying Superannuation Fund; or
- (b) to meet any other requirement of the Statutory Authority,

and includes any proposed requirements, rulings, announcements or obligations which the Trustee believes will have effect retrospectively.

Superannuation Lump Sum has the same meaning as in the Taxation Act.

Superannuation (Unclaimed Money and Lost Members) Act means the *Superannuation (Unclaimed Money and Lost Members) Act 1999* (Cth)

Taxation Act means the *Income Tax Assessment Act 1936* (Cth), the *Income Tax Assessment Act 1997* (Cth) and the *Income Tax (Transitional Provisions) Act 1997* (Cth) and any regulations issued under those Acts.

Tax includes income tax, pay roll tax, land tax, stamp duty and any other taxes, duties or surcharges paid or payable by the Trustee on behalf of the Fund or a Member or, where applicable, by any Member, former Member, Dependant or Beneficiary.

Taxed Splittable Contribution has the same meaning given to that term in the SIS Regulations.

Temporary Incapacity has the same meaning given to that term in the Superannuation Law.

Terminal Medical Condition has the same meaning given to that term in the Superannuation Law.

Total and Permanent Disablement 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 Full Time Gainful Employment or Part Time Gainful Employment for which the Member is reasonably qualified by education, training or experience.

Transition to Retirement Income Stream (or TRIS) has the same meaning given to that term in the Superannuation Law.

Tribunal means the Superannuation Complaints Tribunal established under the *Superannuation (Resolution of Complaints) Act 1993* (Cth).

Trustee means the trustee or trustees for the time being of the Fund whether original, additional or substituted who are appointed in accordance with clause 9 of this Deed.

Unclaimed Benefits means those Benefits described as Unclaimed Money in sections 12 and 14 of the *Superannuation (Unclaimed Money and Lost Members) Act* and the unclaimed superannuation benefits of former temporary residents under Part 3A of the *Superannuation (Unclaimed Money and Lost Members) Act*.

Maximum Splittable Amount has the same meaning given to that term in the SIS Regulations.

Member means a person who has been admitted as a member of the Fund under clause 25.

Member Account means a Member's Accumulation Account or Pension Account as the case may be.

Membership means a Member's or Beneficiary's membership of the Fund.

Nominated Beneficiary means one or more Dependants or Legal Personal Representatives of a Member nominated by the Member as a nominated Beneficiary.

Non Binding Death Benefit Nomination means a nomination made by a Member in relation to the payment or application of a death benefit that is not binding on the Trustee.

Non Concessional Contribution has the same meaning given to that term in the Taxation Act.

Non Member Spouse in relation to a Member has the same meaning given to that term in the Superannuation Law. A person ceases to be a Non Member Spouse when the entitlement of the Non Member Spouse in respect of a Payment Split is paid to the Non Member Spouse or transferred or rolled over in accordance with the Superannuation Law.

Normal Retirement Age means the age of 65 years or any other age being not less than 55 years as is acceptable to or required by the Superannuation Law and as the Trustee determines.

Part Time Gainful Employment means, in relation to a Member, a Member who is in Gainful Employment on a part time basis within the meaning of the Superannuation Law.

Payment Flag has the same meaning given to that term in the Superannuation Law.

Payment Split has the same meaning given to that term in the Superannuation Law.

Pension means a Benefit payable by instalments that satisfies the meaning of Pension in regulation 1.06 of the SIS Regulations or any other provision of the Superannuation Law and (without limiting the foregoing) includes a Transition to Retirement Income Stream (TRIS).

Pensioner means a member who is entitled to receive or has applied to receive Benefits payable to the Member as a Pension and includes a Reversionary Beneficiary in receipt of a Pension.

Pension Account means the account established in respect of a Pensioner in accordance with clause 16.

Permanent Incapacity has the same meaning given to that term in the Superannuation Law.

Permitted Entity means an entity permitted to contribute to the Fund at the sole discretion of the Trustee from time to time subject to the Superannuation Law.

Policy means any policy of assurance, including:

- (a) a policy on the life of a Member for endowment, term, disablement, accident or sickness insurance, effected either as an individual policy or as a group policy (in which case in relation to a Member or a former Member, Policy means the particular assurance on the life of the Member or former Member);
- (b) any policy covering any two or more of the risks described in paragraph (a); and

Binding Death Benefit Nomination means a nomination made by a Member in relation to the payment or application of a death benefit that is binding on the Trustee.

Child has the same meaning given to that term in the SIS Act.

Closing Date means the date determined in accordance with this deed on which the Fund will be wound up.

Compassionate Ground has the same meaning given to that term in the Superannuation Law.

Complying Superannuation Fund in relation to a year of income means a fund which is a complying superannuation fund in accordance with the Superannuation Law.

Constitutional Corporation has the same meaning given to that term in the Superannuation Law.

Contributions means payments to the Fund by Members, Employers and other Permitted Entities in accordance with the provisions of this deed prior to the deduction of any Tax payable in respect of those Contributions.

Contributions Cap means a Member's concessional contributions cap, Non Concessional Contributions cap or CGT cap (as the case requires) as defined in the Taxation Act.

Corporations Act means the *Corporations Act 2001* (Cth).

Custodian means the person appointed as custodian of the assets of the Fund under clause 10.1(e).

Date of Establishment means the date of commencement of the Fund as set out in schedule 1.

Dependant in relation to a Member or former Member means:

- (a) the Spouse of the Member or former Member or the widow or widower of a deceased Member;
- (b) any Child of a Member or former Member;
- (c) any person with whom the Member is in an Interdependency Relationship; or
- (d) any other person who, in the opinion of the Trustee, was financially dependant on the Member at the relevant time.

Directors means, where the Trustee is a Constitutional Corporation, the directors or board of management for the time being of the Trustee as applicable.

Disclosure Document means any document required to be given under the Corporations Act to a person applying to be a Member.

Earnings means all net income and net capital gains derived from the assets of the Fund whether realised or unrealised after deducting any capital losses and such allowances for expenses and Tax as the Trustee considers appropriate.

Eligible Roll Over Fund has the same meaning given to that term in the SIS Act.

Employee has the same meaning given to that term in the SIS Act.

Employer has the same meaning given to that term in the SIS Act.

Part 1 - How to read this deed

1 Overview of deed

This deed explains the way the Fund will operate and also sets out the roles and the responsibilities of each of the Trustees as well as the obligations of any person, company or entity associated with or having some responsibility under this deed.

The deed comprises fourteen parts. Each part deals with a specific aspect of the Fund. These parts are described as follows:

Part number	Description
Part 1	How to read this deed
Part 2	The Fund
Part 3	Trustees
Part 4	Other persons in the Fund
Part 5	Powers of Trustees
Part 6	Accounts of the Fund
Part 7	Record keeping
Part 8	General matters
Part 9	Membership of the Fund
Part 10	Contributions to the Fund
Part 11	Benefits
Part 12	Family Law
Part 13	Termination of Trust
Part 14	Amendment

2 Definitions

In this deed:

Account means any one of the following (as the case requires):

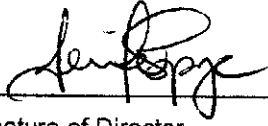
- (a) Accumulation Account;
- (b) Equalisation Account;
- (c) Forfeiture Account;
- (d) Income Account;
- (e) Income Stream Account; and

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EXECUTED as a deed.

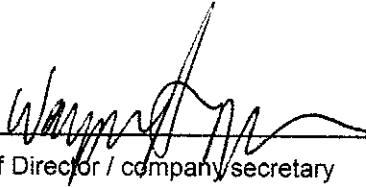
EXECUTED by Jenways Pty Ltd (ACN)
616 613 382) as Trustee in accordance)
with the *Corporations Act 2001* by being)
signed by the following officers:)



Signature of Director

JENNIFER SPIVE

Name of Director (please print)



Signature of Director / company secretary

WAYNE JOHN SPIVE

Name of Director / company secretary
(please print)

