

SUPERANNUATION INDUSTRY (SUPERVISION) ACT 1993

SUPERANNUATION TRUST DEED

FOR

Fletcher Superannuation Fund



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THIS DEED is dated this 6 day of February 2009

PARTIES

The several parties named in the Reference Schedule attached to this Deed.

BACKGROUND

- A. The parties to this Deed wish to establish and maintain an indefinitely continuing superannuation fund for the purposes of the provision of benefits for Member(s) and their dependants in accordance with the Superannuation Industry (Supervision) Act 1993.
- B. The Trustee(s) named in the Reference Schedule is the first Trustee(s).
- C. The Initial Member(s) named in the Reference Schedule are the first Member(s) of the Fund and the Principal Employer, if any, named in the Reference Schedule is the Principal Employer.
- D. It is intended that the Fund will be administered as a self managed superannuation fund regulated under the provisions of the Superannuation Industry (Supervision) Act 1993.

The parties agree as follows:-

Fund Establishment

- 1.1 The parties to this Deed hereby establish a superannuation fund which is to be known by the name referred to in the Reference Schedule ("the Fund").
- 1.2 The Fund commences and comes into operation on the date of this Deed.
- 1.3 The Trustees must hold the Trust Fund upon the Trusts contained in this Deed.

Interpretation

- 2.1 In this Deed unless the context otherwise requires words importing gender include any gender and words importing number include the singular number and the plural number. The following words have the meanings unless the contrary intention appears and subject to paragraph 2.3:-

"Act" means the Superannuation Industry (Supervision) Act, 1993, the Tax Act, Veterans' Entitlements Act 1986, Social Security Act 1991, Part VIIIB Family Law Act 1975, Corporations Act 2001 and any other legislation (as may be amended from time to time) governing superannuation funds from time to time and any re-enactment thereof and includes regulations from time to time made thereunder and the determinations from time to time of the Commissioner.

"Account-based pensions" means a pension first provided on or after 1 July 2007 in accordance with SIS Regulations.

"Associated Employer" means any company, person or firm which the Trustees admit (including, subject to the Superannuation Conditions, by acceptance of a contribution from an employer of a Member) under this Deed or the Rules of the Fund to participate as a contributing Employer to the Fund.

REFERENCE SCHEDULE

Name of Fund:-

Fletcher Superannuation Fund

Parties:-

(a) Trustee(s):-

DAF Super Pty Ltd
A.C.N. 135 268 003
61 Yeadon Circuit
Moil NT 0810

(b) Initial Member(s):-

FLETCHER, Deborah Anne
61 Yeadon Circuit
Moil NT 0810

(c) Principal Employer (if any):-

Executed as a deed on the date appearing on page 1.

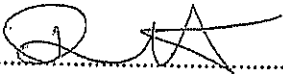
Executed for and on behalf of

DAF Super Pty Ltd
A.C.N. 135 268 003

in their capacity as Trustee in the presence of:

.....
Director

.....
Secretary


.....
OR Sole Director and Secretary

Signed Sealed and Delivered by
Fletcher, Deborah Anne
in their capacity as Initial Member in the presence of:


MARIA R. WILSON

NT STAMP DUTY

26/02/09

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