

THIS TRUST DEED is made the sixteenth day of February 2004 by

VIJAY GUPTA

of 41 Willoughby St Epping in New South Wales, and

USHA GUPTA

of 41 Willoughby St Epping in New South Wales, and

NIMISH GUPTA

of 41 Willoughby St Epping in New South Wales,

(hereinafter called "the Trustees")

WHEREAS:

The Trustees wish to establish and maintain an indefinitely continuing superannuation trust fund for the purpose of providing superannuation and other related benefits for those persons who may by application become members of the fund and their dependants and for such other purposes as the Regulator may approve.

CONTENTS

	Page
1 The Fund	1
2 Interpretation	1
3 Date Of Commencement And Duration Of Fund	6
4 Admission Of Members	6
5 Contribution By Members	7
6 Contributions By The Employer	7
7 Investment	8
8 Policies Of Insurance	9
9 Records And Accounts	9
10 Valuations And Allocation Of Profits And Losses	11
11 Excessive Benefits	12
12 Forfeiture Of Benefits	12
13 Allocation Of Forfeited Benefits	13
14 Common Law Rights Of Members	13
15 Loans To Members	13
16 Members Rights To Benefits	13
17 Trustee Appointment And Removal	13
18 Administrative Powers And Duties Of The Trustees	15
19 General Conditions	16
20 Transfer Of Benefit From Another Fund	16
21 Variation Of Trust Deed	16
22 Transfer Benefit To Another Fund	17
23 Benefits Payable In Australian Currency and In Specie	17
24 Admission Of Employers To Fund	17
25 Dissolution Of The Fund	18
26 Incorporation Of Regulatory Amendments	18

NOW THIS DEED WITNESSETH:

1 THE FUND

- 1.1 The trust fund constituted by this Trust Deed shall be called the **“Gupta Personal Retirement Fund”** (hereinafter called “the Fund”).
- 1.2 The Fund shall consist of all money (including contributions to the Fund and investments for the time being representing the same) from time to time held by or on account of the Trustees pursuant to this Trust Deed who shall hold the same on trust for the objects and the purposes of this Trust Deed.

2 INTERPRETATION

- 2.1 The expression “the Trustees” shall include such other new or additional trustees as are appointed hereunder.
- 2.2 This Trust Deed and the Rules annexed hereto shall in all respects be governed and construed in accordance with the law of the State of New South Wales.
- 2.3 In this Trust Deed and the Rules annexed hereto unless the context otherwise requires the words denoting one gender include other genders and words denoting the singular number include the plural number and vice versa.
- 2.4 In this Trust Deed and the Rules annexed hereto unless the context otherwise requires the following expressions shall have the meanings herein attributed to them:

“Annuity Account” has the meaning given to it in clause 9.1 hereof.

“Approved Fund” means any plan or fund approved by the Regulator under Relevant Law

“Approved Roll-over Fund” means any fund approved by the Regulator under Relevant Law and shall mean any fund complying with such guidelines, standards and regulations as are promulgated under Relevant Law

“APRA” means the Australian Prudential Regulatory Authority

“ASIC” means the Australian Securities and Investments Commission

“Beneficiary” means a Member, a Dependant of the Member and any other person who is entitled to be paid a benefit from the Fund

“Benefit Arrangement” means a superannuation fund, an approved deposit fund, an annuity or any other benefit arrangement which can pay money to the Fund, or which the Fund can pay money to, without breaching the Relevant Law.

“Binding Nomination” means the declaration of the Member on the prescribed form included as Appendix C and allocating all or part of the Member’s Benefit to the Member’s nominated beneficiaries such declaration being valid for three years from the date of its execution by the Member in the presence of two witnesses neither of whom will benefit directly or indirectly from the distribution of the Member’s Account in accordance with the terms of the nomination.

“Dependant” means the surviving spouse or children of a Member or any other person who, in the opinion of the Trustees, was wholly or partly dependent on the Member at the relevant date

“Eligible Person” means a person who under Relevant Law is allowed to be a member of a superannuation fund.

“Employer” means a Member’s employer who makes contributions to the Fund and in relation to a particular Member means the employer of that person at the relevant time

“Excess Benefits Account” has the meaning given to it in clause 11

“Financial Year” means any year commencing on the first day of July and ending on the thirtieth day of June following

“Fund” means the fund constituted or continued by this Deed.

“Fund Expenses” means the costs and expenses of and incidental to the establishment, promotion, operation, management, administration, investment, termination and winding up of the Fund, including Tax, insurance costs and any fees or charges imposed by, paid by, the Fund.

“Investment Fluctuation Reserve” is a reserve established to record any profits or losses arising from the investment of the assets of the Fund which are yet to be distributed to one of the accounts that constitute a member’s benefit.

“Member” means an Eligible Person who the Trustees have admitted as a member of the Fund and includes a person who at the relevant time is receiving or is entitled to benefits from the Fund

“Member’s Benefit” in respect of a Member is:

- the amount then standing to his credit in the Member’s Contribution Account (if any) in the books of the Fund plus
- the amount then standing to his credit in the Excess Benefits Account (if any) in the books of the Fund plus
- the value at that time of any Policy owned by the Trustees on the life of that Member or in which the Member has an equitable share or paid for out of the amount standing to the credit of that Member’s Employer’s or Member’s Contribution Account plus
- a portion of Investment Fluctuation Reserve as agreed upon by the Member and the Trustees

“Member’s Contribution Account” has the meaning given to it in clause 9.1 hereof

“Policy” means any policy of life, disability or accident insurance or annuity issued to the Trustees on the life of a Member

“Preservation Age” means the age at which a Preserved Benefit can be paid under the Relevant Law.

“Preserved Benefit” means any benefit, or part of a benefit, which is required by the Relevant Law to be preserved for the Member in the Fund or in another Benefit Arrangement until it may be paid under the relevant Law

“Regulator” means APRA, ASIC, and Commissioner of Taxation or any other person or authority regulating the operation of superannuation funds including any other person, body, authority or entity duly lawfully authorised by any competent government to give directions, instructions or rulings in relation to the Fund which are either:

- (a) legally required to be followed; or
- (b) the non compliance with which may result in the Fund, the Trustee, a Participating Employer, a Member, a Member’s Dependents or a Member’s personal legal representative having any Tax or other concessions withdrawn or modified or being subject to any additional, further or new Tax or other penalty of any kind whatsoever.

The expression Regulator includes, where relevant, the Commissioner of Taxation.

“Relevant Law” means:

- (a) Superannuation Industry (Supervision) Act 1993 and the Regulations prescribed under that Act;
- (b) Income Tax Assessment Act 1936; and

- (c) Any replacement or additional Commonwealth or State law or administrative rulings, circulars, guidelines or instruments which govern superannuation and which apply to the Fund or any present, future or proposed legal requirements which the Trustees are legally obliged to comply with, or which the Trustees must comply with to obtain the maximum Tax concessions available to the Fund including any proposed requirements which the Trustees believe will have retrospective effect and where the Fund has less than 5 members at any time includes, for such time as required by any of the above items which are necessary to be complied with in order for the Fund to qualify as, and comply with the requirements relating to, a self-managed superannuation fund.

“Retirement Date” means a date selected by the Member being not earlier than their Preservation Age nor later than the seventieth (70th) anniversary of his birth

“Revenue Account” has the meaning given to it in clause 9.1 hereof

“Rules” means the Rules contained in the Schedule annexed hereto and any alteration, addition to or variation thereof as made from time to time

“Tax” includes any Commonwealth or state tax impost surcharge levy charge or duty and interest fine charge or other amount imposed thereon.

“Trust Deed” means this Trust Deed and the Rules annexed hereto or any alteration addition to or variation thereof as made from time to time.

“Unpaid Moneys Reserve” is a reserve established at the date the fund’s accounts are drawn up in which is recorded any amounts in respect of liabilities which have accrued but are yet to be paid. For example Tax and Fund Expenses.

- 2.5 Any word or expression defined in Relevant Law which is used but not defined herein shall have the meaning ascribed to such word or expression in Relevant Law.
- 2.6 The headings in this Trust Deed are for the convenience of reference only and shall not affect the interpretation thereof.

3 DATE OF COMMENCEMENT AND DURATION OF FUND

- 3.1 The Fund shall be deemed to have been constituted on the date hereinbefore mentioned and shall continue in operation until it shall be deemed to be dissolved in accordance with the provisions of clause 25.

4 ADMISSION OF MEMBERS

- 4.1 Eligible Persons who wish to become Members shall apply for membership by completing the form of application in Appendix B or such other form of application as the Trustees shall decide upon. Every such application shall include relevant details of such Person's previous or current membership of any other Approved Fund or Approved Roll-over Fund and shall also include an undertaking by the Member to notify the Trustees immediately in the event of his becoming a member of any other plan or fund approved by the Regulator under the relevant sections of Relevant Law. Upon acceptance of the application by the Trustees the person making the application shall be bound by this Trust Deed in all respects as if he were an original party to this Deed.
- 4.2 The Trustees may accept or refuse any application for membership in their absolute discretion and shall not be required to assign any reason for any refusal.
- 4.3 The date of commencement of membership of the Fund shall be the date money is first credited to a Member's Contribution Account, Excess Benefits Account or Annuity Account.
- 4.4 Subject to the termination provisions hereinafter contained the Trustees shall have the discretion to close the Fund to new Members.

5 CONTRIBUTIONS BY MEMBERS

- 5.1 Each Member may contribute to the Fund such amount as is agreed upon between the Member and the Trustees. The contribution can be in the form of transfer of assets (in specie) to the fund whereby the value of the contribution will be the market value of the assets transferred. The assets must comply with clause 7 and the Relevant Law.
- 5.2 The amount contributed by a Member or on a Member's behalf in any one Financial Year shall not when aggregated with contributions made by the Member or on the Member's behalf to any other Approved Funds and Approved Roll-over Funds and any other roll-over annuities to which the Member may be entitled exceed the amount which the Regulator may from time to time approve.

- 5.3 A Member must advise the Trustees if at any time he ceases to be an Eligible Person in which event the Trustees shall refuse to accept any further contributions by the Member or on the Member's behalf. If a Member so fails to advise the Trustees and makes further contributions the Trustees, when the position becomes known, shall immediately refund the same contributions without interest and subject to any expenses or losses incurred.

6 CONTRIBUTIONS BY THE EMPLOYER

- 6.1 During each Financial Year an Employer or any other person authorised by Relevant Law to make contributions to the Fund may contribute to the Fund in respect of each Member such amount as shall be determined and agreed upon between the Employer and the Trustees subject to the provisions of clauses 5.2 and 5.3. The contribution can be in the form of transfer of assets (in specie) to the fund whereby the value of the contribution will be the market value of the assets transferred. The assets must comply with clause 7 and the Relevant Law.
- 6.2 At the time of making such contribution the Employer or any other person contributing shall advise the Trustees of the contribution in respect of each Member.

7 INVESTMENT

- 7.1 The Trustees may invest the whole or any part of the moneys or assets of the Fund not presently required for other purposes in the following investments (hereinafter called "the authorised investments") in the name of the Trustees:
- 7.1.1 Investments authorised by the laws of any State or Territory of the Commonwealth of Australia for the investment of trust funds
- 7.1.2 Shares, stock options, debentures, bonds, unsecured notes, warrants, derivatives or other securities of any company the shares in which are listed for quotation on the official list of a recognised stock exchange including rights to subscribe for or take up such share stock or debentures
- 7.1.3 Units or other investments of a fixed or flexible unit trust the units in which are offered for subscription to the public at large or which are issued by a company the shares in which are listed for quotation on the official list of a recognised stock exchange

- 7.1.4 The purchase leasing or other acquisition of any land (including, without limitation, tenements and hereditaments wheresoever situated and whether corporeal and incorporeal and every estate and interest therein, whether vested or contingent whether freehold or leasehold whether at law or in equity, in severalty or otherwise) and any improvements erected thereon and the laying out of moneys for the purpose of erecting buildings thereon making improvements thereto or developing or otherwise exploiting the same
- 7.1.5 Interest-bearing deposits with a bank in Australia an authorised dealer in the Australian short-term money market or a company the shares in which are listed for quotation on the official list of a recognised stock exchange
- 7.1.6 Policies on the life of or in respect of a Member (or in respect of a group or all of the members) in terms of clause 8
- 7.1.7 Other assets that the Trustees from time to time deem desirable or necessary

PROVIDED THAT the authorised investments as a whole made by the Trustees shall be of such a nature as to enable benefits to be paid in money as they fall due.

- 7.2 The Trustees shall have power to vary, transpose, replace, mortgage, assign by way of security or enter into any other security agreement or arrangement of whatsoever nature pledge or charge such investments in such manner as the Trustees in their absolute discretion think fit without being responsible for any loss occasioned by so doing.

PROVIDED THAT such power shall be exercised only for the purpose of temporary or short term finance and in accordance with the regulations promulgated under the Occupational Superannuation Standards Act.

8 POLICIES OF INSURANCE

- 8.1 The Trustees may invest the whole or any part of the amount standing to the credit of a Member in the books of the Fund in the payment of premiums of a Policy or Policies.

- 8.2 The Trustees may affect such Policy or Policies in their own names as the Trustees think fit and shall hold each Policy upon trust to be administered according to the provisions hereof but the Trustees shall have no beneficial interest in a Policy.
- 8.3 The premium for such Policies shall be paid for out of the amount standing to the Member's credit in the Member's Contribution Account in such proportions as agreed upon by the Member and the Trustees. The proceeds of such Policies shall be credited to the Employer's and/or the member's Contribution Account in such proportions agreed upon by the Members and the Trustees.
- 8.4 The Trustees shall have power to continue such Policies for such periods as the Trustees think fit and to discontinue surrender or borrow money on the security of such Policies.

PROVIDED THAT such power shall be exercised only for the purpose of temporary or short term finance and is allowed under the Relevant Law.

9 RECORDS AND ACCOUNTS

- 9.1 Pursuant to clause 18.3 the Trustees shall keep a complete record of all matters essential to the administration of the Fund including:
- 9.1.1 A Minute Book in which decisions and determinations made by the Trustees are recorded.
 - 9.1.2 A Member's Contribution Account for each Member in which is recorded:
 - 9.1.2.1 contributions to the Fund by the Member pursuant to clause 5 of this Trust Deed or contributions by the Employer pursuant to clause 6 of this Trust Deed
 - 9.1.2.2 profits or losses of the Fund credited or debited to such account pursuant to clauses 10.1 and 10.2 of this Trust Deed
 - 9.1.2.3 forfeited benefits credited to such account pursuant to clause 13 of this Trust Deed
 - 9.1.2.4 amounts debited to such account to pay premiums on Policies pursuant to clause 8.3 of this Trust Deed

- 9.1.2.5 amounts debited to pay Fund Expenses
- 9.1.2.6 the proceeds of Policies credited to such account pursuant to clause 8.3 of this Trust Deed
- 9.1.2.7 amounts debited to pay pensions
- 9.1.2.8 amounts debited to establish annuities
- 9.1.2.9 amounts debited or credited by the trustees to ensure that the sum of all the member's benefits does not exceed the value of the fund's assets
- 9.1.2.10 amounts reflecting transfers or rollovers from other Benefit Arrangements
- 9.1.2.11 amounts transferred to the Excess Benefit Account pursuant to clause 11
- 9.1.2.12 amounts transferred from an Annuity Account pursuant to clause 9.1.4.6
- 9.1.3 A Revenue Account to which shall be credited but not limited to:
 - 9.1.3.1 contributions by members
 - 9.1.3.2 contributions by the employer
 - 9.1.3.3 all income from investment, profits earned and capital gains realised during each Financial Yearand to which shall be debited but not limited to
 - 9.1.3.4 all Fund Expenses outgoings losses charges and Taxes incurred each Financial Year subject to any discretion exercised pursuant to clause 11.
- 9.1.4 An Annuity Account to which shall be credited but not limited to:
 - 9.1.4.1 Amounts transferred from the Member's Contribution Account
 - 9.1.4.2 all income from investment, profits earned and capital gains realised in respect of the investments retained to support the annuity

and to which shall be debited but not limited to

- 9.1.4.3 annuity payments, including any guaranteed payments should the Annuitant die within the guaranteed term
 - 9.1.4.4 Fund Expenses outgoings losses charges and Taxes incurred in respect of operating the Annuity Account.
 - 9.1.4.5 Amounts remaining in the Annuity Account after the death of the Annuitant shall be either retained in the Annuity Account for the benefit of other future annuitants or distributed to other accounts as agreed between the Trustees and the Members.
- 9.2 The Trustees shall annually appoint auditors to report on the affairs of the Fund and such report shall be made available for the inspection of the Members and any Employer contributing to the Fund in such manner as the Trustees determine. The adequacy of any Annuity Account will be confirmed annually by an actuary.

10 VALUATIONS AND ALLOCATION OF PROFITS AND LOSSES

- 10.1 Within six months after the thirtieth day of June each year, the profits or losses arising from the investment of the assets of the Fund during the preceding Financial Year, or on the dissolution of the Fund or whenever the Trustees think it necessary or prudent, the profits and losses arising from the investment of the assets of the Fund during the current Financial Year

LESS such provision for liabilities losses charges and taxation as the Trustees in their absolute discretion deem prudent including amounts transferred to the Unpaid Moneys Reserve

LESS amounts transferred to or from the Investment Fluctuation Reserve

shall be credited or debited by the Trustees to the Member's Contribution Accounts, the Annuity Accounts and the Excess Benefit Accounts in such proportions as agreed upon by the Members and the Trustees. The debiting and crediting can recognise any specific accounting that might have been established whereby assets are allocated to specific Member's Contribution Accounts, the Annuity Accounts, Excess Benefit Accounts.

10.2 The Trustees may whenever they think it necessary or prudent make a valuation of the assets of the Fund in such manner as the Trustees determine and deduct there from the amount of outstanding liabilities and expenses the estimated costs of realising the investments and such provision for taxation as the Trustees in their absolute discretion deem prudent and if the net value of the assets of the Fund determined in accordance with this clause exceeds or is less than the aggregate of the net amounts standing to the credit of all of the Member's Contribution Accounts, the Annuity Accounts, Excess Benefit Accounts and Investment Fluctuation Reserve at that date the Trustees shall credit the surplus or debit the deficit to the Member's Contribution Accounts, the Annuity Accounts, Excess Benefit Accounts and Investment Fluctuation Reserve in such proportions as agreed upon by the Members and the Trustees.

11 EXCESS BENEFITS

11.1 If at any time in the opinion of the Trustees a Member's Benefit when aggregated with the interests or benefits payable in respect of that Member under any other Approved Fund or Approved Roll-over Fund exceeds or would be likely to exceed the amount of the maximum reasonable benefit for the purpose of Relevant Law, the Trustees may take such of the following actions, which in their absolute discretion, they determine:

11.1.1 decline to accept any further contributions for the benefit of that Member or credit any further income

11.1.2 establish a separate Excess Benefits Account

11.1.3 transfer to the Excess Benefits Account established under paragraph 11.1.2 of this clause the amount which the Trustees determine represents the excess over the maximum reasonable benefit for the purpose of Relevant Law,

11.1.4 credit or debit to the Excess Benefits Account amounts that would normally be credited or debited to the Member's Contribution Account, or

11.1.5 credit any income profits gains or other earning to the Revenue Account of any other Member at the discretion of the Trustees.

12 FORFEITURE OF BENEFITS

12.1 A benefit of a Member will be forfeited if he or she assigns, alienates or changes his or her benefit or purports to do so.

13 ALLOCATION OF FORFEITED BENEFITS

13.1 The amount of any forfeited benefit in the Fund by reason of the operation of clause 12 hereof and the Rules annexed hereto shall, in the discretion of the Trustees, be dealt with in accordance with Relevant Law.

14 COMMON LAW RIGHTS OF MEMBERS

14.1 The provisions of this Trust Deed and the Rules annexed hereto shall not in any way affect or abrogate the right of a Member or his personal representative or any other person to claim compensation or damages under an Act of parliament or at common law or in equity in the event of the Member being injured or dying as a result of an event arising out of and in the course of his employment.

15 LOANS TO MEMBERS

15.1 Loans to Members shall be in accordance with the investment standards and guidelines promulgated and endorsed by the Regulator.

16 MEMBER'S RIGHTS TO BENEFITS

16.1 A Member shall have no right to or interest in his Member's Benefits except as provided herein and in the Rules annexed hereto.

16.2 A Member or his personal representative will be required to provide all proofs to the Trustees as the Trustees determine in order to establish to the satisfaction of the Trustees of his right to or interest in the Member's Benefit.

16.3 Notwithstanding any other provisions of the Trust Deed or the Rules annexed hereto, no part of the Member's Benefit shall be paid to the member or his dependants prior to retirement on or after his Preservation Age unless such payment is in compliance with the Relevant Law or unless the member has died or has become permanently incapacitated for work. In any event the Trustees shall not later than the seventieth (70th) birthday of the member pay him or his dependants the member's Benefit which is determined as if he had retired on the date on which such benefit is paid.

16.4 The Trustees shall debit tax from benefits as required under Relevant Law

17 TRUSTEE APPOINTMENT AND REMOVAL

- 17.1 The office of each Trustee shall become vacant if:
- 17.1.1 the Trustee files a notice of bankruptcy or is unable to meet the payment of debts as they fall due or
 - 17.1.2 the Trustee becomes of unsound mind or an incapable person or has a committee appointed or
 - 17.1.3 the Trustee suffers from any disability which renders the Trustee unable to adequately discharge the duties of office or to manage his own affairs or
 - 17.1.4 at the end of the twelve month period described in clause 25 the Fund is terminated in accordance with those provisions or
 - 17.1.5 the Trustee retires giving twelve (12) months' written notice to the Members of his intention to retire and signing such notice.
- 17.2 Should any of the events in clause 17.1 occur, the Trustees shall give notice thereof to the Members and shall appoint another person or persons as the Trustees may deem to be fit and capable for the duties of Trustee.
- 17.3 No appointment of a new Trustee as hereinbefore referred to shall be valid or binding on the Trustee until such time as the Trustee shall have received from the Members a form of indemnity whereby the Members shall agree to indemnify and shall hold and at all times keep indemnified the Trustee against the payment to any person or persons or corporation whatsoever of all legal costs, fees and other expenses including stamp duties and taxes incurred in or on behalf or in any way connected with or arising out of the appointment of a new Trustee as a result of the occurrence of any of the events referred to in clause 17.1.
- 17.4 Nothing herein contained shall prevent or hinder the Trustees at any time or from time to time appointing such additional further or replacement Trustees such appointments to be notified to the Members by the existing Trustee or Trustees by notice in writing signed by all other existing Trustees and upon the completion of twelve (12) months in the office of such additional further or replacement Trustee any existing Trustee may notify the Members in writing of his intention to resign from office upon the completion of a further twelve months in office.
- 17.5 Where the Employer of a Member is making contributions to the Fund then the Employer shall for the purposes of this clause 17 only be deemed to be a Member.

18 ADMINISTRATIVE POWERS AND DUTIES OF THE TRUSTEES

- 18.1 The general management and administration of the Fund shall be vested in and be the responsibility of the Trustees and subject to clauses 18.2 to 18.10 inclusive hereto.
- 18.2 The Trustees shall keep or cause to be kept a register of members showing their full names, addresses and particulars of their benefits under the Fund.
- 18.3 The Trustees shall keep or cause to be kept a complete record of all matters relating to the administration of the Fund including such accounts as may be necessary and records of all decisions or proceedings taken as required by clause 9.
- 18.4 The Trustees in the exercise of the powers discretions and authorities hereby vested in the Trustees shall have an absolute unfettered and uncontrolled discretion and may exercise and enforce all or any of such powers discretions or authorities from time to time and at any time or refrain from exercising all or any of such powers discretions or authorities from time to time or at all.
- 18.5 The Trustees may from time to time or at any time in any part of Australia exercise or enforce any power discretion or authority conferred upon trustees by the law of the State of New South Wales.
- 18.6 The Trustees shall forthwith notify every member or undischarged ex-Member of any alteration addition or repeal to or of the Trust Deed as herein provided but any accidental failure or omission to give any such notification or its non-receipt by a Member or undischarged ex-Member shall not affect the validity of the relevant alteration addition or repeal.
- 18.7 The Trustees may act upon the advice or opinion of any actuary medical practitioner solicitor accountant or other professional person and shall not be responsible for any loss occasioned by so acting.
- 18.8 The Trustees shall treat as strictly confidential all information relating to the Fund coming into their possession.
- 18.9 A copy of the Trust Deed shall be kept by the Trustees at the above address or as subsequently notified for inspection at all reasonable times by any Member and a printed copy thereof shall on request be supplied to every person making application to become a Member.

18.10 The Trustees shall make no charge to Members for services or those performed on behalf of the Trustees, other than for the reimbursement of those costs both incidental and necessary to the fulfilment of those services and such charges as may properly be made for acting in any professional capacity.

19 GENERAL CONDITIONS

19.1 The Trustees shall not be liable for any losses arising from their own wilful default nor for any act or acts committed in exercise of any discretion vested in them hereunder nor for the neglect or default of any solicitor banker accountant actuary or other person firm or corporation employed in good faith by the Trustees.

19.2 The Trustees shall be indemnified against all liabilities incurred by or imposed upon them in the execution of their duties and obligations hereunder and shall have lien on the Fund for such indemnity and without prejudice to the generality of this clause such indemnity shall apply to any payment made to any person whom the Trustees bona fide believed to be entitled thereto although such person was not in fact entitled thereto.

19.3 Any letter notice or other document to be served upon a Member shall be deemed duly served if delivered personally to him or sent by pre-paid post to him at the address last known to the Trustees. Any letter notice or document sent by post shall be deemed to have been served on the day when in the normal course of post it should have been delivered to such address.

19.4 Any letter notice or other document to be served upon the Trustees shall be deemed to have been duly served if delivered or sent by pre-paid post addressed to the Trustees at the above address or at the address subsequently notified.

20 TRANSFER OF BENEFIT FROM ANOTHER FUND

20.1 Where a Member requests that an amount standing to his credit in another superannuation or provident fund be transferred into the Fund the Trustees may accept the transfer of such amount to the credit of the Member's Contribution Account and in the same proportion as such amount stood to the credit of the Member's Contribution Account in the previous superannuation or provident fund. The trustees shall record the eligible service date in respect of each transfer.

21 VARIATION OF TRUST DEED

21.1 The Trustees may at any time and from time to time by deed executed by the Trustees vary add to or rescind all or any of the provisions from time to time of this Trust Deed and the Rules annexed hereto and the new provisions so made shall have the same validity and effect as if they had been originally contained herein and shall be subject to being varied added to or rescinded in like manner PROVIDED THAT no such variation addition or rescission shall operate so as to reduce or prejudice the Member's Benefit at the date of such variation addition or rescission without the Member's written consent or allow the Member's Benefit to be paid prior to the Member's preservation age or earlier death or earlier permanent incapacity for work or in any other circumstances not approved by the Regulator.

22 TRANSFER OF BENEFIT TO ANOTHER FUND

22.1 The Trustees may on receiving the written request of a Member transfer the whole or part of the Member's Benefit to the trustee or trustees of any Approved Fund or Approved Roll-over Fund

PROVIDED THAT such transfer will not result in any benefit or payment becoming due and payable to the Member either directly or indirectly prior to such time as would be the case under the terms and rules of the Fund created by this Trust Deed.

The receipt of the trustee or trustees of such fund shall be a complete discharge to the Trustees in respect of any liability to that Member and persons claiming through him.

23 BENEFITS PAYABLE IN AUSTRALIAN CURRENCY AND IN SPECIE

23.1 The benefits payable hereunder shall be calculated in and be payable in Australian currency.

23.2 The Trustees may with the agreement of the Member or beneficiary to whom a benefit is payable transfer assets (in specie) from the fund whereby the market value of the assets transferred equal the whole or part of the amount otherwise payable under the Rules provided such transfer complies with the Relevant Law.

24 ADMISSION OF EMPLOYERS TO FUND

24.1 The Trustees may admit an Employer as a contributor to and a participant in the Fund on completion of such form of application as the Trustees shall decide upon. An Employer so admitted shall be bound by the provisions of the Trust Deed and the Rules annexed hereto and any variation addition and rescission thereof in the same way the Employer would be if it had been an original party to the Trust Deed.

25 DISSOLUTION OF THE FUND

25.1 The Trustees may terminate the Fund by giving to the Members twelve (12) months' notice in writing of their intention so to do provided that the Trustees have first obtained the written consent of such Members or their personal representatives as are entitled to over three-quarters of the total amount standing to the credit of all Member's Contribution Accounts.

25.2 After giving notice the Trustees will continue to administer the Fund in accordance with the provisions of the Trust Deed except that no further contributions will be accepted from Members, no new Member's Policy will be effected and no new Members shall be admitted to the Fund.

25.3 After the expiry of the said twelve (12) months' notice and when all the Members' Benefits have been paid or applied according to the Trust Deed or the directions of the Regulator the Fund shall be deemed to be dissolved and the Trust Deed shall cease to have effect save for the indemnity provisions of clause 19.

26 INCORPORATION OF REGULATORY AMENDMENTS

26.1 Those requirements relevant to the Trust Fund contained in the standards promulgated under Relevant Law as in force from time to time, are deemed to be included in the trust deed.

IN WITNESS WHEREOF this Trust Deed has been executed on the day and year referred to above.

SIGNED SEALED and DELIVERED
by the abovenamed **Vijay Gupta**
in the presence of:

) *Vijay Gupta*
)
)

Ian Taylor
IAN TAYLOR
1/3/04

SIGNED SEALED and DELIVERED
by the abovenamed **Usha Gupta**
in the presence of:

) *Usha Gupta*
)
)

Usha Gupta
1/3/04

SIGNED SEALED and DELIVERED
by the abovenamed **Nimish Gupta**
in the presence of:

)
) *Nimish Gupta*
)

Leanne Oittmaa
29/6/04
LEANNE OITMAA

APPENDIX A

**RULES OF
Gupta Personal Retirement Fund**

Benefits

1. Upon normal or late retirement of a Member being:

- retirement from employment on or after the Member's Normal Retirement Age;
- ceasing employment on or after attaining age 60; or
- attaining age 65.

The Trustee must pay a Member the Member's Benefit if:

- after attaining age 65, the Member requests payment of his or her benefit or if the Member continues to be employed but the Member's working hours per week are less than the number of hours required for the Member to be considered as gainfully employed on a Part Time Basis; or
- after attaining age 70, the Member continues to be employed but the Member's working hours per week are less than the number of hours required for the Member to be considered as employed on a full-time basis.

Member to inform Trustee: The Member must inform the Trustee as soon as practicable after the Member ceases to be employed on a full-time basis or on a part-time basis after attaining age 65.

Mode of payment of benefit: A benefit payable under Rule 1 must be paid in a lump sum or; if the Member so elects and the Trustee approves, by way of a pension or annuity.

Pensions and annuities: The pension or annuity payable under Rules 1 must comply with the requirements of the Relevant Law.

Annuities: The Trustee may provide a pension payable under Rule 1 by applying a Member's benefit to purchase in the name of either the Trustee or the Member an annuity that meets the requirements of the Relevant Law for the Trustee to obtain the maximum income tax concessions of the Fund. If allowed under Relevant Law the trustee can establish an annuity within the fund for the member's benefit. The terms and conditions of the annuity will be specified at the time it is established

2. Termination of employment of a Member before retirement: Subject to Rule 5 and the approval of the Trustee, a Member is entitled to the Member's Benefit or such greater amount as the Employer and the Trustee agree on ceasing employment with the Employer before the Member's Normal Retirement Age.
3. Total and Permanent Disablement: in the event of a Member becoming, in the opinion of the Trustee, permanently incapacitated for work, before attaining retirement, the amount of the Member's Benefit shall, subject to the provisions of the Trust Deed, be paid to the Member or, if he is unable to manage his own affairs, to such of his dependants and in such proportions as the Trustee, in its absolute discretion, determines, subject the guidelines promulgated and endorsed by the Regulator
4. In the event of the death of a Member the amount of the Member's Benefit shall be held by the Trustee upon trust for the benefit of such one or more of the Member's dependants to be paid in such shares and proportions and in such manner as:
 - the member has specified in a valid binding nomination, or if a valid nomination does not exist as
 - the Trustee, in its absolute discretion, determines.

If the Trustee is unable to establish within six (6) months of the Member's death that there are any dependants, the benefit payable under Rule 4 shall be paid to the Member's Legal Personal Representative but if a grant of Probate or Letters of Administration in respect of the estate of the Member is not made within three (3) years of his death, or such longer period as the Trustee determines, the benefit payable hereunder, except the amount standing to the credit of the Member's Contribution Account, shall be treated as a forfeited benefit and applied by the Trustee in accordance with the provisions of Clause 15 of the Trust Deed.

- 5 Preservation; A benefit of a Beneficiary;
 - which is payable under Rule 2 (but which is not a Preserved Benefit) may be kept in the Fund provided that it must be paid from the Fund when required by the Relevant Law;
 - which is a Preserved Benefit;
 - A. must, notwithstanding that the Preserved Benefit is less than \$200 at the time of the termination of the Member's employment, be retained in the Fund until the benefit ceases to be a Preserved Benefit and may be paid under this Deed or is required to be paid under the Relevant Law;

- B. may, on the request of the Member, be transferred to another Benefit Arrangement; and
- C. may, on the request of the Member, be applied to purchase a deferred annuity to be held by the Trustee until the Member attains their preservation age, and;
- (1) under which the first annuity payment is not made until on or after the Member attains their preservation age and has retired from the workforce provided that the annuity instalments must commence to be paid no later than the attainment by the Member of the age of 65 years or in such other circumstances as are permitted by the Relevant Law;
 - (2) which cannot be surrendered or assigned until after the Member attains their preservation age; and
 - (3) which cannot be mortgaged or encumbered in any manner whatsoever;
- must be transferred to another Benefit Arrangement if required by the Relevant Law.
6. Vesting: The proceeds of contributions made by an Employer will be subject to vesting if such vesting arrangements are contained in a Schedule and are approved by the Trustee,
 7. Temporary Disablement: If the Trustee has taken out a policy covering temporary disablement in respect of a Member, the Trustee must pay the Member the proceeds of that policy which relate to the Member.
 8. Severe financial hardship: Where a member is taken to be in severe financial hardship for the purposes of the Relevant Law, the Trustee must pay to the Member an amount determined by the Trustee in accordance with the Relevant Law, not exceeding the amount of the Member's Benefit.
 9. Compassionate grounds: Where the Regulator has made a written determination that a member has satisfied a condition of release on compassionate grounds, the Trustee must pay to that Member a single lump sum amount determined in writing by the Regulator, not exceeding the amount of the Member' Benefit.
 10. Other circumstances: Notwithstanding any other provision a benefit of a Beneficiary which is payable pursuant to the Relevant Law must be paid upon the request of the Member and may be paid in the discretion of the Trustee in such circumstances permitted by the Relevant Law.

Rules of Gupta Personal Retirement Fund

11. Transfer of Service: Notwithstanding any provision of this Deed, if a member leaves the employment of an Employer and:

- The Member remains in the employment of another Employer admitted to participate in this or any other Division; or
- Immediately commences employment with another Employer admitted to participate in this or any other Division,

No benefit is payable to the Member unless the Trustee otherwise determines.