

TOWER TRUST
SELF MANAGED SUPERANNUATION FUND OR ALLOCATED PENSION FUND

Trust Deed (Two or more Individual Trustees) § 5067

DEED dated: 7TH JUNE 2001

BY: The persons named and described in Item 1 of the Schedule ('Trustees')

Agreement

1. Establishment

The Trustees have constituted as from the date in Item 2 of the Schedule ('Commencement Date') a superannuation fund ('Trust') known by the name in Item 3 of the Schedule. The Trust is to be operated in accordance with this Deed for the benefit of Members, and their Dependants, each of whom is bound by this Deed. The Trustees are appointed as Trustees and consent to the appointment. The first Trustees are individuals. No Trustee is entitled to be paid any salary or remuneration for acting as a Trustee unless otherwise agreed in writing between the Members and that Trustee.

2. Requirements

The Trustees agree with each Member and each member agrees with the Trustees, subject to any subsisting lawful approval given, determination made or other act or thing done by the Commissioner ('Relief'), in terms of and to comply with:

- 2.1 all covenants and other obligations required by the Superannuation Industry (Supervision) Act 1993 and all regulations under that act (act and regulations collectively, ('Act')) to be contained in the governing rules of the Trust;
- 2.2 all other requirements of the Act applicable to, a regulated superannuation fund which is also an excluded or self-managed superannuation fund; and
- 2.3 any conditions of the Relief.

3. Vesting

All property, rights and income of the Trust ('Trust Property') vest in the Trustees on trust for Members. Trust Liabilities include (without limitation) liabilities, borrowings, accrued costs, charges, expenses and outgoing, contingent liabilities, provisions, liability to

Tax, and unpaid amounts due and payable to Members or Dependants in respect of benefits. A Member may neither interfere with, nor exercise powers of, a Trustee in respect of any Trust Property or Trust Liability or obligations.

4. Fund

The Trustees must hold all Trust Property as a separate fund ('Fund') which is not available to meet liabilities of any other trust. The Trustees at any time may divide the Fund into two or more sub-funds ('Sub-Funds') relating to the interests of different Members or as different accounts for the same Member.

5. Membership

The Trustees may admit as a Member of the Fund and, if there are any, of one or more Sub-Funds, any person eligible under the Act who applies in writing. The Trustees may reject any application without giving a reason. Every such member shall become a trustee.

6. Contributions

If the Trustees agree, any Member, or other person in respect of a Member, at any time may contribute any amount ('Contribution') to the Fund or to a Sub-Fund to which that Member is admitted.

7. Powers

Subject to this Deed, the Trustees have within and outside Australia all the powers in relation to the Trust, Trust Property and Trust Liabilities, that it is legally possible for a natural person or corporation to have, including (but not limited to) to invest in real or personal property of any nature and to incur liabilities and obligations of any kind, as if they were the absolute and beneficial owners of all Trust Property or to effect any life assurance policy on the life of any Member ('Life Policy'). In addition, the Trustees may exercise any powers conferred by the Act including (without limitation) to implement Members' directions or requests.

8. Delegation

8.1 The Trustees by power of attorney or otherwise, may authorise one or more persons whether or

not related to or associated with the Trustees to do anything that the Trustees may do, including, but not limited to, holding any Trust Property and executing documents on their behalf. The Trustees may, as they see fit, in connection with the performance of their duties engage any administrators, advisers, agents, brokers, contractors, custodians, investment managers, underwriters or other persons on whatever terms the Trustees think are reasonable.

8.2 By executing this Deed, the Trustees, pursuant to clause 8.1, appoint TOWER Trust Limited ACN007 869 794 of 44 Pirie Street Adelaide South Australia ('TOWER Trust') as the Trustees' agent and the Trustees authorise Tower Trust to do on the Trustees' behalf anything that the Trustees can lawfully do by an agent and to execute any documents that the Trustees may execute, including, but not limited to, executing the following documents on the Trustees' behalf:

- (a) Annual ATO Return;
- (b) Annual tax returns;
- (c) Application for investments and redemptions;
- (d) Contribution notice.

9. Discretion

The Trustees may determine the manner, mode and time of exercise of their powers in their absolute discretion.

10. Outgoings

All costs, charges, expenses and outgoings reasonably and properly incurred by the Trustees in connection with the performance of their duties or the exercise of their rights or powers or administration or termination of the Trust are payable or reimbursable out of Trust Property (and, if referable to more than one Sub-Fund, apportioned in a manner determined by the Trustee).

11. Valuations

The Trustees are not to be regarded as having any special expertise in valuation. The Trustees may cause Trust Property to be revalued whenever they think fit. The value of any property must be determined by, or by

a method determined by, a qualified valuer appointed and instructed by the Trustees or such other method as the Trustees and the Members agree is appropriate to determine current market value.

12. Net Value

Net Value is the value of Trust Property in the Fund (or in any Sub-Fund) less Trust Liabilities (or referable to a Sub-Fund). The Trustees may calculate Net Value as at any time ('Valuation Time') (not limited to once a day), on the basis of the most recent valuation of each item of Trust Property and determination of Trust Liabilities, as at the Valuation Time.

13. Accounts

The Trustees will keep accounts for the Trust in accordance with the Act.

14. Member Accounts

The Trustees will keep a separate Member Account for each member to which the Trustees will credit that Member's Contributions. On 30 June each year and on each other date the Trustees choose ('Review Date') the Trustees must determine the Net Value of the Fund and each Sub-Fund and determine the gain (or loss) since the preceding Review Date. The Trustees will credit (or debit) each Member's Account with the appropriate proportion of the gain (or loss) on such basis as the Trustees consider equitable, including (without limitation) proceeds of Life Policies effected for the Member's benefit. In addition to the Member Accounts, the Trustees may establish and maintain such other accounts as the Trustees consider appropriate.

15. Recoveries

Each Member is liable for all Taxes and costs in relation to that Member's entitlement to, or payment to, or any act requested by, that Member. Taxes means all income, capital gains, debits, land and other taxes, stamp, documentary, financial institutions, registration and other duties, excise and any other levies, imposts, deductions and charges, related interest and penalties. The Trustees may withhold payment of any money payable to a Member until the liability is discharged, or may meet the liability and recover the amount from

any money or property held for the Member. Without limiting the generality of this paragraph, the Trustees may debit Member Accounts directly with Taxes which in the opinion of the Trustees will be incurred on acceptance of the Member's Contributions, those Taxes being excluded from any calculation of Net Value of the Fund or any Sub-Fund.

16. Auditor

The Trustees must appoint and may at any time replace as Trust Auditor an approved auditor.

17. Benefits

17.1 A Member's Benefit ('Benefit') becomes payable when required by the Act or when the Member requests payment of the Member's Benefit on or after:

- (a) the Member retiring from any business, trade, profession, vocation, calling, occupation or employment in which the Member was engaged (whether the retirement occurred before or after the Member became Member);
- (b) the Member's 65th birthday;
- (c) the Member ceasing to be employed by an employer who, at any time, contributed to the Trust; or
- (d) the Member ceasing to work for gain or reward in any business, trade, profession, vocation, calling, occupation or employment on account of the Member's ill-health (whether physical or mental);

or in such other circumstances as the Act permits and the Trustees allow.

The Trustees will choose a Review Date for the Fund and any relevant Sub-Fund on the latest practicable date prior to the date on which the Benefit is to be paid. The amount of the Benefit is the amount standing to the credit of the Member's Account following that Review Date.

17.2 If Relevant Law requires or permits a Member to cash some but not all of the Member's Benefit, the Trustees may cash that part of the Member's Benefit, in which case the Trustees will debit the

Member's Member Account with an amount equal to that part of the Benefit which has been cashed.

18. Death

If a Member dies, the Trustees will provide (in such one or more of the forms which the Act permits and the person entitled nominates) the Benefit to any one or more of the Dependants or legal personal representative, in accordance with any written nomination previously given by the Member to the Trustees or, failing any valid nomination, to the Member's legal personal representative. If the Trustees are not able to find either a legal personal representative or a Dependant of the Member, then the Benefit may be paid in the Trustees' complete discretion to any one or more of the relatives of the Member or any other way as allowed by the law at the time, at the sole discretion of the Trustees.

19. Form of Benefits

19.1 Subject to clause 19.2, the primary purpose of the Trust is to provide to each Member an old-aged pension, and a Benefit may therefore only be paid by the Trustees in a way that is consistent with that purpose, namely by way of a pension unless the Member requests the Trustees to pay some or all of the Benefit as a lump sum.

19.2 If at any time the Trustee is a single constitutional corporation then, for so long as the Trustee is a single constitutional corporation, a Benefit is payable in any one or more of the forms permitted by the Act which the Member or, if appropriate, the recipient, with the agreement of the Trustees, nominates. If any part of the Benefit is to be paid in the form of a pension which is intended to comply with the standards prescribed under the Act, the Trustees and the Member (or, if appropriate, the recipient) must agree that the terms and conditions on which the pension is provided will be subject to such requirements as will ensure that the pension does comply with those standards and this Deed is deemed to include those requirements and those standards,

but only to the extent that the Deed relates to that particular pension.

20. Insolvency

All rights of a Member in respect of Trust Property and any Benefit will be forfeited upon the Member becoming insolvent or bankrupt, to the extent that the Member's Member Account balance exceeds the Member's pension reasonable benefit limit. The Trustees may in their absolute discretion pay or apply the whole or any part of any Benefits which have been forfeited to or for the benefit of the Member or the Member's Dependants or any one or more of them in such proportions and on such terms as the Trustees may from time to time in their absolute discretion determine.

21. Transfers

The Trustees may in relation to a Member receive from, or pay to, another regulated superannuation fund or arrangement, approved deposit fund, eligible rollover fund or annuity any amount as requested by the Member on such conditions as the Trustees may require and the Member may approve. The Trustees will ensure that any such transaction is appropriately reflected in the Member Account for the Member.

22. Payments

Any money payable by the Trustees to any member may be deposited into an account with a bank or other financial institution nominated by the Member, or applied in any other manner which the Member in writing directs or paid by cheque posted to the Member. If agreed between the Trustees and any Member, any payment by the Trustees or the Member to the other may be satisfied by the transfer, at market value, of any valuable right or property.

23. Independent Rights

The Trustees may, subject always to acting in good faith to Members, deal in any capacity with the Trust or act in any capacity in relation to any other trusts, without in any such case being liable to account to the Trust or to any Member.

24. Indemnity

Except if a Trustee fails to act honestly in a matter concerning the Trust or intentionally or recklessly fails to exercise, in relation to a matter affecting the Trust, the degree of care and diligence that that Trustee was required to exercise or unless the liability is for a monetary penalty under a civil penalty order imposed under the Act:

24.1 that Trustee shall not be liable for any loss or breach of trust; and

24.2 that Trustee is indemnified out of Trust Property against all Trust liabilities, losses, costs and expenses incurred in the proper exercise or purported exercise of a Trustee's powers.

25. Limitations

A Trustee is not required to do anything for which he or she does not have a full right of indemnity out of Trust Property. Any indemnity to which a Trustee is entitled under this Deed is in addition to any indemnity allowed by law.

26. Liability of Member

The liability of each Member is limited to the amount of that Member's Contributions contributed or agreed to be contributed. No Dependiant shall be under any liability. Recourse of the Trustees and the Trust creditors is limited to Trust Property. Any relationship of agency between the Trustees and any Member or Dependiant is expressly excluded.

27. Duration

The Trust begins on the Commencement Date and ends when the Trustees decide to terminate the Trust. On termination, the Trustees will make such arrangements in relation to any remaining Trust Property and Trust Liabilities, and the rights and obligations of Members, as the Trustees may determine consistent with the Act.

28. Change of Trustee

28.1 A Trustee may retire as Trustee of the Trust by giving one month's notice to the Members or any shorter notice the Members unanimously may accept. The Trustees may, by deed, appoint a new Trustee. The retirement of a Trustee shall not take effect until the appointment of another Trustee.

28.2 The Members may, by unanimous resolution at any time, remove a Trustee from office.

28.3 The Members may, by deed, appoint a new Trustee or new Trustees in the place of a Trustee or in addition to the Trustees.

29. Deed Amendments

Subject to the Act, the Trustees, with the consent of any Member whose Benefit would be affected adversely, may by supplemental deed make any modification, addition or deletion to this Deed. Section 35b of the Trustee Act 1936 (South Australia) has no application.

30. Meanings

Unless a contrary intention appears, words and phrases used in this Deed have the same meanings as in the Act. The singular includes the plural and vice versa. Trustee or Trustees means a or the trustee of the Trust from time to time. Deed means this deed as amended from time to time. Legislation is referred to as amended or replaced from time to time. The Deed is governed by the laws of the State referred to in Item 4 of the Schedule.

EXECUTED as a deed.

SIGNED by) GAMMAL MATTHIAS & GWYNETH MATTHIAS
in the presence of:) TREVON CLISBY

Witness [Signature] Trustee x Gammal Matthias

SIGNED by)
in the presence of:)

Witness [Signature] Trustee x G. Matthias

SIGNED by)
in the presence of:)

Witness _____ Trustee _____

SIGNED by)
in the presence of:)

Witness _____ Trustee _____

Schedule

Item 1 Trustee - Name: MR CIAMAL MATTHIAS

Address: 3 STRINGYBARK PLACE, ALFORDS POINT, NSW 2234

Trustee - Name: MRS GWYNETH MATTHIAS

Address: 3 STRINGYBARK PLACE, ALFORDS POINT, NSW 2234

Trustee - Name: _____

Address: _____

Trustee - Name: _____

Address: _____

Item 2 - Commencement Date: 7TH JUNE 2001

Item 3 - Name of Fund: MATTHIAS SUPER FUND

Item 4 - State: NEW SOUTH WALES

PLEASE USE BLOCK LETTERS

Heads

NOMINATED DEPENDANT(S) (NB Must be a spouse or child)

Surname(s)	Given Name(s)	% of Fund	Relationship	Date of birth
MATTHIAS	GWYNETH	50%	WIFE	12 / 3 / 53
MATTHIAS	JAMES	25%	SON	27 / 3 / 91
MATTHIAS	CHRISTOPHER	25%	SON	6 / 11 / 93
				/ /

*(The following information is only required if your Fund is to be an Allocated Pension Fund.)

PENSION DETAILS

I hereby elect to receive a pension, subject to the conditions imposed by the Australian Taxation Office:

retirement Date: ___/___/___ First pension payment to commence: ___/___/___ Date of election: ___/___/___

Amount of pension required to June: _____ Minimum Maximum (Please tick) or Amount \$ _____

Frequency of Payments: Monthly Quarterly Half Yearly Yearly (Please tick one).

METHOD OF PAYMENT:

This will be by cheque unless you require a direct credit, in which case the following details must be provided:

Account Name: _____

Bank: _____ Branch: _____

BSB Number: _____ Account Number: _____

PENSION REVERSION DETAILS

Pension to be: Reversionary or, Non-reversionary (Please tick).

If Reversionary:

I wish my accumulated balance at my death to be used to continue a pension to my surviving spouse. After the death of that person, the accumulated balance is to be paid to my nominated dependants. If there are no nominated dependants, the accumulated balance is to be paid to my spouse's estate.

Spouse's full name _____ Spouse's date of birth ___ / ___ / ___

If Non-reversionary:

I wish my accumulated balance at my death to be paid to my nominated dependants as previously advised, or as stated above; or

I wish my accumulated balance at my death to be paid to my estate. (Please delete which is inapplicable).

DECLARATION

I hereby declare that the above information is true and correct. I understand and accept the roles of each party, including TOWER Trust, as described in the product brochure.

Signature of member: *x Jamal Matthias* Date: *17 / 5 / 01*

G. Matthias

OFFICE USE ONLY: Client No. _____ / _____

NOMINATION OF DEPENDANT(S) FORM

Applicant MATTHIAS Gwyneth
(Mr/Mrs/Miss/Ms) (Surname) (Other Names)

Fund Name MATTHIAS Super Fund A/c Ref No. _____

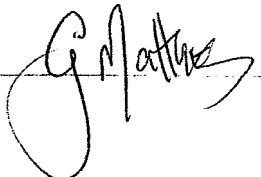
Address 3 Stringybark Place
Alfordo Point, NSW

Postcode 2234 Telephone (02) 95411891 Date of Birth 12/3/53

Nominated Dependant(s):

I wish to nominate the following dependant(s) to receive my accumulated superannuation entitlement in the fund in the event of my death

Surname(s)	Given Name(s)	Relationship	Date of Birth	Entitlement Percentage%
Matthias	Gamal	husband	7/2/55	50
Matthias	James	son	27/3/91	25
matthias	christopher	son	6/11/93	25

Member's Signature  Date 7/6/01

NOTE: Please cancel all previous nomination of dependants.