

Trust Deed Dated the 17th day of March 2000

JOHN DARRYL DEAN FERRAZ AND JANET RAE FERRAZ

Original Member

JOHN DARRYL DEAN FERRAZ AND JANET RAE FERRAZ

Trustee

J & J FERRAZ SUPERANNUATION FUND

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DUPLICATE ORIGINAL STAMPED \$ 20.00
 WESTERN AUSTRALIAN STAMP DUTIES Form 1
 paid as per Cash Register Imprint E01
 SN/17/017 \$5.00
 12063/590589 Total: \$5.00
 Amount Tendered: \$25.00
 Change: \$0.00
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THIS DEED OF TRUST is made the 17th day of March 2000

BETWEEN:

JOHN DARRYL DEAN FERRAZ of 15 Willis Cove, Pelican Point in the State of Western Australia, Janet Rae Ferraz of 15 Willis Cove Pelican Point in the State of Western Australia (hereinafter called "the Original Member") of the one part

AND:

JOHN DARRYL DEAN FERRAZ AND JANET RAE FERRAZ of 15 Willis Cove Pelican Point in the State of Western Australia (hereinafter called "the Trustee" which expression shall included the trustee or trustees for the time being hereof whether original additional or substituted) of the other part

WHEREAS:

- A: Original Member is desirous of maintaining an indefinitely continuing Superannuation fund to be known as the J & J Ferraz Superannuation Fund (hereinafter called "The Fund") for the benefit of the Members and the dependants of the Members
- B: It is intended that the Fund be conducted as a self managed superannuation fund within the meaning of the Income Tax Assessment Act 1936 and the Superannuation (Supervision) Industry Act 1993 (SIS Act)
- C: The Trustee has agreed to act as the first trustee of the Fund.
- D: NOW THIS DEED WITNESSES that the Trustee hereby establishes the Fund on and from the 17 day of March 2000 which shall take effect and be administered from that date in accordance with the Rules (Which rules as amended from time to time shall form part of this Deed and shall be construed herewith).

RULES

1. INTERPRETATION

(a) In these Rules

Words importing the singular or plural number shall (where the context permits) include the plural or singular number respectively and words importing one gender shall include all other genders;

All references to "The Rules" shall be deemed to be the Rules for the time being in operation;

“Approved Arrangement” means a complying superannuation fund for the purposes of the Income Tax Assessment Act 1936, a complying approved deposit fund for the purposes of The Income Tax Assessment Act 1936 or annuity complying with the standards prescribed under the Superannuation Law or such other fund or entity which the Trustee determines to be an Approved Arrangement, the acceptance of moneys or assets from or the payment or transfer of moneys or assets to which would not be in the opinion of the Trustee cause the Fund to be in breach of or fail to comply with any relevant requirement of Superannuation Law;

“Auditor” means a person who is an approved auditor for the purposes of Superannuation Law and “the Auditor” means the person appointed from time to time by the Trustees as Auditor of the Fund pursuant to clause 14;

“Dependant” in relation to a Member shall include the spouse (or surviving spouse) and the child of the Member and any other person who in the opinion of the Trustee is or was at the relevant time in any way dependent on the Member;

“Employer” in relation to a Member means a person or Company for the time being employing or engaging the members under contract of employment or contract for services;

“Member” and “Members” means the Original members and any other person admitted as a member of the Fund after the date of this deed;

“Superannuation Authority” means an person or body appointed under any Superannuation Law who or which is empowered under the legislation or some other legislation to exercise any discretion, give any consent or approval or otherwise give effect to and administer the Superannuation Law;

“Superannuation Law” means:

- (a) requirements in any Superannuation Industry (Supervision) Act 1993, The Superannuation Entities (Taxation) Act 1987, the Income Tax Assessment Act 1936, The Superannuation Guarantee Charge Act 1992, The Superannuation Guarantee (Administration) Act 1992, Section 19 of The SIS Act 1993, and any other act which imposes a charge, levy or tax upon employers if a minimum level of superannuation benefit (whether by way of a minimum level of contribution or otherwise) is not provided in respect of an employee within the meaning of the legislation, and regulations made under each of those acts; and
- (b) all other requirements, whether legislative or otherwise including and administrative guidelines issued by a Superannuation Authority; or statements by the government of the Commonwealth of Australia or of any State or Territory of Australia advising changes and proposed changes to superannuation law

in each case with which the Fund must comply (or with which, in the reasonable opinion of the Trustee, the Fund ought comply) in order to be a self managed superannuation fund within the meaning of the Income Tax Assessment Act 1936 and the SIS Act 1993.

(b) In these Rules, a reference to an act or regulations of Parliament of Commonwealth of Australia or any State or Territory of Australia shall be to an act or regulation as amended or re-enacted from time to time and for the time being in force.

2. MEMBERSHIP OF FUND

- (a) The Members are the Only Members of the Fund, which has been established for the sole purpose of providing old Age pensions to or in respect of Members in the event of their retirement from any business, trade, profession, vocation, calling, occupation or employment in which the Member is engaged or providing superannuation benefits to a Member's Dependants in the event of the death of a Member and such ancillary purposes as may be permitted by Superannuation Law.
- (b) There shall be no more that 5 (five) members of the Fund.

3. CONTRIBUTIONS AND INVESTMENTS

- (a) Subject to the provisions of these Rules each Member may contribute to Fund such amounts and at such times as the Member may from time to time determine.
- (b) No contribution shall be accepted into the Fund other than from a Member or an Employer but this shall not prevent an amount being transferred to the Fund in respect of a Member under these Rules.
- (c) No contributions shall be accepted into the Fund in respect of a Member if in the opinion of the Trustee so to do so will or may prejudice the taxation concessions available to the Fund or otherwise cause the Fund to breach or fail to comply with any relevant requirement of Superannuation Law relating to the acceptance of contributions.
- (d) The moneys of the fund shall be invested as a common fund by or on behalf of the Trustee in the name of the Trustee in any of the following investments property or modes of investment (with liberty to the Trustee at any time and from time to time to vary and transpose the same) namely;-
 - i. In any investment authorised by the law of the Commonwealth of Australia or any of the States thereof for the investment of trust funds;
 - ii. In the purchase or acquisition of real estate (whether income producing or not) wherever situate or any estate or interest therein;

- iii. On deposit at interest or otherwise with any bank company or body corporate or on loan at interest or without interest or otherwise and either with or without security and upon such terms as the Trustee may think fit to any company or corporation or any other person other than a member;
- iv. In the shares or stock of any class or the bonds debentures debenture stock notes or other securities or obligations howsoever called of any company or body corporate; or
- v. In any investment or property (wherever situate) or any form of mode of investment from time to time approved by the Trustee,

PROVIDED THAT the Trustee shall not exercise the powers conferred by this paragraph in any manner which would prejudice the taxation concessions available to the Fund or otherwise cause the Fund to breach or fail to comply with any relevant requirement of Superannuation Law regarding investments borrowings (whether secured or unsecured) or,

(e)The Trustee shall keep or cause to be kept books of the Fund in which all transactions of the Fund shall be recorded.

4. OVERRIDING PROVISION RELATING TO BENEFITS

- (a) It is the intention that the fund qualify as self managed superannuation fund for the purposed of the Income Tax Assessment Act 1936 and the SIS Act 1993. Accordingly, notwithstanding anything expressed or implied to the contrary in these Rules, no benefit:
 - i. Shall fall below the minimum benefit which in the opinion of the Trustee is required to be paid from the Fund so that the Fund will not be in breach of or fail to comply with any relevant requirement of Superannuation Law;
 - ii. Shall be paid or provided from the Fund to or in respect of any person or retained in the Fund in respect of any person in circumstances which in the opinion of the Trustee will or may prejudice the granting or continuance of any taxation concession for or in respect of the Fund under the Income Tax Assessment Act 1936 or cause the Fund to breach or fail to comply with any relevant requirement of Superannuation Law; and
 - iii. Secured or payable from the Fund to or in respect of a Member pursuant to these Rules shall exceed the maximum benefit which in the opinion of the Trustee can be paid or provided from the Fund without prejudice to the concessions granted or available to the Fund under the Income Tax Assessment Act 1936 or cause the Fund to breach or fail to comply with any relevant requirement of Superannuation Law. In order to ensure compliance with this sub-paragraph(iii) the Trustee may temporarily waive or reduce the contributions (if any) payable to the Fund by or in respect of a Member and, in any case subject always to this Rule, the trustee may adjust benefits provided or to be provided for or in respect of a Member and

the circumstances in which the same will be provided in such manner and to such extent as may be determined by the Trustee.

Nothing in this Rule shall reduce any benefit in any manner which in the opinion of the Trustee will or may prejudice the taxation concessions granted or available to the Fund under the Income tax Assessment Act 1936 or cause the Fund to breach or fail to comply with any requirement of Superannuation Law relating to the reduction of benefits.

(b) Notwithstanding anything expressed or implied to the contrary in these Rules, where the right of the Member of the Fund, or of the Dependants of a Member, to receive benefits from the Fund ceases during a year of income the amount of those benefits shall be applied by the Trustee in such manner and at such times as is permitted by the relevant requirements of Superannuation Law relating to members ceasing to be entitled to benefits.

5. MEMBER NOT TO DEAL WITH BENEFIT

- (a) A member shall not at any time charge or otherwise deal with his or her interest in the Fund or any of its investments.
- (b) If a member charges or otherwise attempts to deal with his interest in the Fund or becomes bankrupt or executes a deed of assignment or a deed of arrangement or commits an act of bankruptcy or executes a deed of assignment or arrangement under the Bankruptcy Act 1966 then his interest in the Fund (other than an interest to which the member is absolutely entitled or, in the case of a Member who becomes bankrupt or commits an act of bankruptcy or executes a deed of assignment or a deed of arrangement under the Bankruptcy Act 1966 in beneficially entitled within the meaning of the Bankruptcy Act 1966 at the relevant time) shall forthwith determine and the Trustee may, subject always to the provisions of these Rules and any relevant requirement of Superannuation Law relating to members ceasing to be entitled to benefits, at any time pay or apply a benefit not exceeding the interest of the Member or his dependants to the exclusion of the others or other of them as the Trustee shall in the absolute discretion of the Trustee determine PROVIDED THAT no benefit shall be paid to or in respect of the Member at a time prior to the time for the payment of a benefit specified in Rule 6 except with the approval in writing of the Insurance and Superannuation Commissioner.

6. PAYMENT OF PENSION

- (a) The Trustee shall pay a pension within the meaning of the Superannuation Law to each Member of the Fund PROVIDED THAT unless the Member and the Trustee otherwise agree in writing the Trustee shall pay such pension on the basis of such terms and conditions as shall in the opinion of the Trustee be necessary or

desirable in order to comply with the requirements of Superannuation Law relating to the pension and annuity standards. Notwithstanding any provision of these Rules (including any provision of these Rules which purports to apply notwithstanding other provision of these Rules), the Trustee shall not commute or agree to or arrange for the commutation of any pension payable under these Rules in any manner which in the opinion of the Trustee will or may contravene Superannuation Law;

PROVIDED THAT no such distribution shall be made or pension paid if in the opinion of the Trustee so to do will or may prejudice the taxation concessions available to the Fund or otherwise cause the Fund to breach or fail to comply with any relevant requirement of Superannuation Law.

(b) Where the pension payable pursuant to paragraph (a) of this Rule is in the form of an allocated pension the following provisions shall apply:

- (i) Pension payments shall be made at least once in each financial year until the whole of the Members share of the net assets of the Fund have been exhausted;
- (ii) Annual pension payments shall not be less than the minimum annual level nor greater than any maximum level applicable under Superannuation Law
- (iii) Upon the death of a Member in circumstances in which the benefits payable to him have not exhausted the Member's share of the net assets of the Fund, any residual shall be paid to such persons and in such manner as determined by the Trustee and permitted by the Superannuation Law;
- (iv) The pension shall not be transferable;
- (v) The capital value of the pension and the income from it must not be used as security for a borrowing;

PROVIDED THAT the Trustee may vary any of the foregoing provisions or impose additional conditions in order to ensure that the Fund does not breach or fail to comply with any relevant requirement of Superannuation Law.

(b) Where the pension payable pursuant to paragraph (a) of the Rule in the form of a fixed term pension the following provisions shall apply:

- (i) The pension shall be payable for the term specified in the Member's application for the pension (which forms part of this deed) to the Member at the rate determined by the Trustee after consultation with an actuary having regard to the term of the pension and the amount standing to the credit of the Member. The rate may be varied only by the fixed proportion specified in the member's application for admission

- (which may not be altered) or to reflect any change in the Consumer Price Index.
- (ii) When the pension commences, the rights of the Member in respect of his benefits are replaced with his right to receive the pension. However, the Trustee shall continue to keep a record of the amount standing to the credit of the Member in order to determine the amounts payable on death, commutation or cessation of the pension as provided in these Rules.
 - (iii) Subject to Superannuation Law, the Trustees liability in respect of the pension is limited to the amount standing to the credit of The Member.
 - (iv) When the pension ceases, The Trustee may (in its absolute discretion but subject to Superannuation Law) apply any amount up to the amount standing to the credit of the member for any purpose including the grant of benefit entitlements to or in respect of the Member.
 - (v) Upon the death of a Member in circumstances in which the amount standing to the credit of the Member has not been exhausted the Trustee may pay any amount up to that amount to such persons and in such manner as determined by the Trustee and as permitted by Superannuation Law.
 - (vi) The pension shall not be transferable.
 - (vii) The capital value of the pension and the income from it must not be used as security for a borrowing.

7. COMMUTATION

(a) Upon written request to the Trustee signed personally by a Member, a Member shall, subject to the Superannuation Law, be entitled to commute his entitlement to a pension under Rule 6 to a lump sum payment of all or part of the Member's share of the net assets of the Fund, but the entitlement is personal to the Member and is not exercisable by any personal legal representative, assignee and successor.

(b) Notwithstanding anything expressed or implied to the contrary in these Rules, if in the opinion of the Trustee benefits must commence to be paid or be paid to a Member in order to comply with any relevant requirement of Superannuation Law relating to the age for payment of benefits then subject to these Rules the Trustee shall pay to the Member a lump sum of an equal amount to the Member's share of the Net assets of the Fund.

7A. DEATH

- (a) If A member dies the Trustee must pay a benefit equal

to the amount standing to the credit of the Member to any or all of the Member's dependants and legal personal representatives in the proportions that the Trustee decides.

- (b) However if there is no Dependant or legal representative then, if Superannuation Law permits, the Trustee may benefit to any other proportions the Trustee Decides.
- (c) A Member may give the Trustee written notices from Time to time indicating how the Member wishes the Trustee to distribute the benefit under paragraphs (a) and (b). The Trustee may take the last notice into account when distributing the benefit, but is not bound by the notice.

8. DEDUCTION OF TAXES DUTIES OR CHARGES

The Trustee may deduct from any moneys paid into the Fund, any payment made from the Fund or any income or capital of the Fund any amount in respect of taxes duties or charges which the Trustee believes is or may be payable in respect thereof in such manner as the Trustee thinks fit and shall have power to remit the amount or such other amount as the Trustee thinks fit to the Commissioner of Taxation or other relevant authority as the case requires in accordance with the requirements of the applicable legislation.

9. TRANSFER TO AND FROM APPROVED ARRANGMENTS

- (a) Subject to paragraphs (c) and (d) of this Rule, the Trustee may, upon the request of the Member concerned, transfer to an Approved Arrangement, in lieu of providing benefit from the Fund an amount representing the value of the benefit the Member would otherwise have received from the fund as determined by the Trustee. Upon such transfer being effected all interest of whatsoever nature of the Member in the Fund shall cease, and the Trustee shall thereby be released and discharged accordingly in respect of the Member.
- (b) Subject to paragraphs (c) and (d) of this Rule, the Trustee shall have the right to receive from the trustees of administrators or other controlling body of an approved Arrangement by way of transfer or otherwise any moneys or other assets in respect of a Members interest in that other fund and the Trustee shall increase the benefits payable to or in respect of the Member in such manner as the Trustee and the Member may agree.
- (c) The Trustee shall have power to impose such conditions relating to any amount transferred pursuant to paragraph (a) of this Rule or received pursuant to paragraph (b) of this Rule as the Trustee shall think fit including, without limitation, such conditions as shall be necessary or desirable in order to comply with the requirements of

Superannuation Law in relation to the provision preservation or Portability of benefits.

- (d) Notwithstanding anything expressed or implied to the contrary in These Rules, no payment or transfer shall be received or made or arranged pursuant to paragraphs (a) or (b) of this Rule if in the opinion of the Trustee so to do will or may prejudice the taxation concessions available to the Fund or otherwise cause the Fund to breach or fail to comply with any relevant requirement of Superannuation Law relating to the provision, preservation or portability of benefits.

10. TRUSTEE

- (a) The Trustee shall not be under any liability in respect of any loss or breach of trust relating to the Fund unless the same shall have been due to personal dishonesty or wilful breach of trust (as the case may be).
- (b) The Trustee shall have full power in the execution of the trusts authorities powers and discretions contained in the Rules notwithstanding that the Trustee has or may have a direct or personal interest in the mode or result of execution of the trusts authorities powers and discretions or may benefit either directly or indirectly as a result of their execution. The Trustee as trustee of the Fund may enter into any contract or arrangement with and on behalf of itself and no such contract or arrangement shall be avoided nor shall a Trustee be liable to account to the Fund or a Member for any profit or other benefit derived by the Trustee or for any other loss suffered by the Fund or the Member as the result of such contract or arrangement.
- (c) The Trustee shall be indemnified by the Fund against all liabilities and damages incurred while acting as the Trustee in the execution or purported or attempted execution or in respect of the nonexecution of the trusts authorities powers and discretions contained in the Rules except where the liability or damage arises where the Trustee:
 - (i) fails to act honestly in a matter concerning the Fund; or
 - (ii) intentionally or recklessly fails to exercise, in relation to a matter affecting the Fund, the degree of care and diligence required to be exercised,or the liability for a monetary penalty under a civil penalty order imposed under Superannuation Law. The Indemnity hereby provided shall apply to any payment made on the death of a Member to any other person whom the Trustee bona fide believes to be entitled thereto. The Trustee shall have a lien on and may use any assets of the Fund for the repayment of all proper legal and other costs charges and expenses of administering or winding up of the Fund and otherwise of performing the Trustee's duties under the Rules PROVIDED THAT no such lien shall be exercised if in the opinion of the Trustee so to do will or may prejudice the taxation concessions available to the

Fund or otherwise cause the Fund to breach or to fail to comply with any relevant requirement of Superannuation Law relating to the vesting or preservation of benefits or liens over benefits.

(d) Each of the natural persons being the Trustee shall hold office until:

- (i) the person is a disqualified person within the meaning of Superannuation Law or is otherwise disqualified from that office by operation of law
- (ii) the person is removed from office by notice in writing from the Members;
- (iii) the person retires from office by giving 30 days' written notice to the Members (or such lesser period as the Members may agree)
- (iv) the person dies; or
- (v) the person becomes of unsound mind.

(e) If the office of Trustee becomes vacant, the Members may by notice in Writing appoint another person to act as Trustee to fill the vacancy.

(f) Notwithstanding anything to the contrary in these Rules, no person shall be Appointed or hold office as Turstee of the fund unless:

- (i) appointment to and removal from office is effected in accordance with the relevant requirements of Superannuation Law relating to the composition appointment and removal of trustees; and
- (ii) holding of such office will not prejudice the taxation concessions granted or available to the Fund under the income Tax assessment Act 1936 or otherwise cause the Fund to breach or to fail to comply with the relevant requirements of Superannuation Law relating to the composition appointment and removal of trustees.

(g) The Trustee shall comply with notices and directions from the Insurance and Superannuation Commissioner and the Superannuation Complaints Tribunal established by the Superannuation (Resolution of Complaints) Act 1993.

(h) The Trustee may make any levy, payment or other payment out of the fund as is required by Superannuation Law from time to time.

11. ALTERATION TO RULES

These rules may from time to time be altered repealed or added to by the Trustee by instrument in writing and such alterations repeals or additions may in like manner be altered repealed or added to PROVIDED THAT the benefits secured to the member by the contributions paid by or in respect of him up to the date of such alteration repeal or addition shall not be prejudicially varied or affected without the Member's consent in writing AND PROVIDED FURTHER THAT where Superannuation Law

requires any approval or consent from any person or persons before an amendment may be made to the governing rules of a complying superannuation fund then no amendment shall be made pursuant to this Rule 11 without that consent in such form as required by Superannuation Law.

12. ADMINISTRATOR

- (a) The Trustee may appoint an Administrator who shall, if appointed, be remunerated out of the Fund
- (b) The appointment of any Administrator under paragraph (a) of this Rule shall be on such terms and for such periods as the Trustee thinks fit and the Trustee may remove any Administrator and appoint another in his stead PROVIDED THAT no appointment shall be made hereunder which would result in the Fund being in breach of any relevant requirement of Superannuation Law.

13. CUSTODIAN

- (a) The Trustee may appoint a Custodian who shall, if appointed, be remunerated out of the fund.
- (b) The Trustee may appoint the Administrator as the Custodian.
- (c) The appointment of any Custodian shall be on such terms and for such periods as the Trustee thinks fit and the Trustee may remove any Custodian and appoint another in his stead PROVIDED THAT no appointment shall be made hereunder which would result in the fund being in breach of any relevant requirement of Superannuation Law.

14. AUDITOR

- (a) The Trustee shall appoint an Auditor who shall be remunerated out of the Fund.
- (b) The appointment of any Auditor under paragraph (a) of this Rule shall be on such terms and for such periods as the Trustee thinks fit and the Trustee may remove any auditor and appoint another in his stead PROVIDED THAT no appointment shall be made hereunder which would result in the Fund being in breach of any relevant requirement of Superannuation Law.
- (c) The Trustee shall require the Auditor to:
 - (i) audit the financial statements of the Fund annually or at such other intervals as may be required for the purposes of Superannuation Law; and
 - (ii) prepare such reports as may be required for the purposes of Superannuation Law and deliver them to the Trustee.

15. INFORMATION TO MEMBERS AND OTHERS

The Trustee shall comply with the relevant requirements of Superannuation Law in relation to the provision of information and documents including extracts of documents to Members and other persons entitled thereto.

16. KEEPING AN RETENTION FO RECORDS

The trustee shall comply with any relevant requirement of Superannuation Law in relation to the keeping of records.

17. ELECTION

The Trustee may elect from the date of the election that the Fund shall be a self managed superannuation fund for the purposes of Superannuation Law and any election made under this provision may not be revoked.

18. OVERRIDING PROVISION

Notwithstanding anything expressed or implied to the contrary in these Rules, where As a condition of obtaining status as a complying superannuation fund entitled to tax concessions or Superannuation Law requires a provision to be included in the governing rules of a complying superannuation fun that the provision is deemed to be and is hereby included in the Rules, and the Rules shall take effect accordingly.

19. COVENANTS

Notwithstanding anything expressed or implied to the contrary in these Rules (including any provisions of these Rules which purport to apply notwithstanding other provisions of these Rules), the Trustee covenants to comply with the covenants required from time to time by Superannuation Law to be contained in these Rules and those covenants are deemed to be and are hereby included in these Rules, subject to any applicable exemption granted or any modification made by the Insurance and Superannuation Commissioner, and the Rules shall take effect accordingly.

20. POWER TO COMPLY WITH SUPERANNUATION LAW

The trustee shall comply with any requirement of Superannuation Law, including, without limitation, any requirement in relation to:

- (a) Purpose of fund;
- (b) Responsibilities of Trustees;
- (c) Compliance of fund;
- (d) Set up of fund;
- (e) Election;
- (f) Tax file Number and ABN Number;
- (g) Investment Strategy;
- (h) Accepting contributions;
- (i) Investing;
- (j) Transactions at arms length;
- (k) Paying benefits;
- (l) Significant Adverse event;
- (m) Reporting requirements;
- (n) Annual Requirements;
- (o) Keeping of records;

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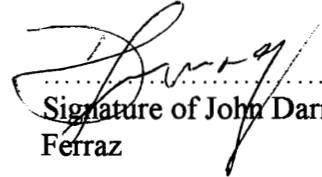
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- (f) Tax file Number and ABN Number;
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- (i) Investing;
- (j) Transactions at arms length;
- (k) Paying benefits;
- (l) Significant Adverse event;
- (m) Reporting requirements;
- (n) Annual Requirements;
- (o) Keeping of records;

(p) Tax Matters.

IN WITNESS where this deed was executed on the day and year first hereinbefore written.

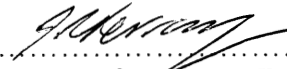
EXECUTED AS A DEED BY)
John Darryl Dean Ferraz)
)



.....
Signature of John Darryl Dean Ferraz


.....
Signature of witness

ALISON MARGARET O'NEAL
.....
Print full name of witness

EXECUTED AS A DEED BY)
Janet Rae Ferraz)
)


.....
Signature of Janet Rae Ferraz


.....
Signature of witness

ALISON MARGARET O'NEAL
.....
Print full name of witness