

9.3 The Trustee may, in its absolute discretion, hold particular investments for particular Members. The earnings on such investments shall be credited to the relevant accounts of the Members for whom such particular investments are held and income tax payable in respect of such investments shall be debited to the relevant Member's accounts.

10. POLICIES OF INSURANCE AND ANNUITIES

10.1 The Trustee may, in its absolute discretion, 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 on a policy or policies of life, disability or accident insurance in which the Trustee has a legal or equitable interest or in payment of the consideration for an annuity.

10.2 The Trustee may effect such policies or annuities with such company on such terms and conditions and for such periods as the Trustee thinks fit. The Trustee shall also have the power to accept an assignment of a policy of life, disability or accident insurance or of an annuity on such terms as the Trustee, in its absolute discretion, determines.

10.3 The premiums for such policies or consideration for such annuities shall be paid for out of the amount standing to the Member's credit in the Employer's Contribution Account and/or the Member's Contribution Account in the Employer's Contribution Account and/or the Member's Contribution Account in the same proportion as premiums for such policies were paid from those accounts.

10.4 The Trustee shall have power to continue such policies or annuities for such periods as the Trustee thinks fit and to discontinue or surrender such policies or annuities.

11. RECORDS, ACCOUNTS AND AUDITING

11.1 The Trustee shall keep a complete record of all matters essential to the administration of the Fund including:-

11.1.1 A Minute Book in which proceedings and resolutions of the Trustee are recorded.

11.1.2 An Employer's Contribution Account for each Member in which is recorded:-

11.1.3 contributions to the Fund by the Employer in respect of that Member pursuant to Clause 7 of this Trust Deed;

11.1.4 amounts credited to such account pursuant to Clause 31 of this Trust Deed;

11.1.5 profits or losses of the Fund credited or debited to such account pursuant to Clauses 12.1 and 12.2 of this Trust Deed;

11.1.6 forfeited benefits credited to such account pursuant to Clause 15 of this Trust Deed;

11.1.7 amounts debited to such account to pay premiums on policies of insurance or annuities pursuant to Clause 10 of this Trust Deed;

11.1.8 the proceeds of policies of insurance credited to such account pursuant to Clause 10.3 of this Trust Deed;

11.1.9 amounts debited to such account to pay income tax;

11.1.10 amounts which are not required to meet income tax liabilities and which are credited to the account pursuant to paragraph 11.1.5 of this clause.

11.1.11 A Member's Contribution Account for each Member in which is recorded:-

11.1.12 contributions by that Member pursuant to Clause 8 of this Trust Deed;

11.1.13 amounts credited to such account pursuant to Clause 31 of this Trust Deed;

11.1.14 profits or losses of the Fund credited or debited to such account pursuant to Clauses 12.1 and 12.2 of this Trust Deed;

11.1.15 amounts debited to such account to pay premiums on policies of insurance or annuities pursuant to Clause 10 of this Trust Deed;

11.1.16 the proceeds of policies of insurance credited to such account pursuant to Clause 10.3 of this Trust Deed;

11.1.17 amounts debited to such account to pay income tax;

11.1.18 amounts which are not required to meet income tax liabilities and which are credited to the account pursuant to paragraph 11.1.5 of this clause;

11.1.19 A Revenue Account to which shall be credited all income from investments, profits earned and capital gains realised during each financial year and to which shall be debited all expenses (other than premiums on policies of insurance), outgoings and losses incurred during each financial year;

11.1.20 A Taxation Reserve Account to which shall be credited amounts set aside by the Trustee to pay income tax payable in respect of contributions to the Fund and earnings of the Fund and to which shall be debited income tax paid and amounts which the Trustee determines from time to time to transfer to the Members' Accounts in proportion to the amounts standing to the credit of those accounts at that time or on such other basis as the Trustee considers to be equitable. The balance in the Taxation Reserve Account shall be transferred to the Members' Accounts in accordance with this paragraph prior to the winding-up or on crystallisation of the Fund;

11.1.21 A Forfeited Benefits Reserve Account to be credited with amounts in accordance with Clause 15 and to which shall be debited any amounts which are applied in accordance with Clause 15 hereof.

11.2 The Trustee shall appoint an auditor or a registered company auditor (as required by the Act) to conduct an annual audit of the records and accounts of the Fund and certify to the Trustee whether the Fund complies with the standards imposed under the Act.

11.3 The Trustee shall comply with the standards imposed under the Act and shall maintain such records as are required under the Act.

12. VALUATIONS AND ALLOCATION OF PROFITS OR LOSSES

12.1.1 After the thirtieth day of June each year, the profits or losses arising from the investment of the assets of the Fund (other than life insurance policies or annuities) during the preceding financial year, or

12.1.2 on the winding up of the Fund or whenever the Trustee thinks it necessary, the profits or losses arising from the investment of the assets of the Fund (other than life insurance policies or annuities) during the current financial year,

less such provision for depreciation, liabilities, losses and taxation as the Trustee in its absolute discretion deems prudent shall be credited or debited by the Trustee to the Employer's Contribution Accounts and Members' Contribution Accounts in proportion to the amounts standing to the credit of such accounts on the thirtieth day of June of the preceding financial year or on such other basis as the Trustee considers to be equitable.

12.2 The Trustee may whenever it thinks it necessary make a valuation of the assets of the Fund (other than policies of life insurance and annuities) in such manner as the Trustee may determine and deduct therefrom the amount of outstanding liabilities and expenses, the estimated costs of realising the investments and such provision for taxation as the Trustee in its absolute discretion deems 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 Employer's Contribution Accounts and the Members' Contribution Accounts at that date, the Trustee shall credit the surplus or debit the deficit to the Members' Contribution Accounts, and the Employer's Contribution Accounts in proportion to the amounts standing to their respective credits or on such other basis as the Trustee considers to be equitable.

12.3 The Trustee may allocate to the Member's accounts of a Member, in respect of whom a benefit is being paid, an interim earning rate determined by the Trustee to apply from the date on which an allocation was last made under Clause 12.1 or 12.2 to the date on which the benefit is being paid.

13. EXCESSIVE BENEFITS

If at any time, in the opinion of the Trustee, a Member's Benefit exceeds or would be likely to exceed the maximum reasonable benefit for the purposes of the Act, the Trustee may take such of the following actions which it, in its absolute discretion, determines:-

- 13.1 decline to accept any further contributions for the benefit of that Member;
- 13.2 establish a separate excessive benefits fund of which the Trustee shall be the trustee and which is subject to the same trusts and powers contained in this Trust Deed;
- 13.3 transfer to the separate fund established under paragraph 13.2 of this clause, the amount which the Trustee determines represents the excess over the maximum reasonable benefit for the purposes of the Act.

The Trustee may accept a transfer from the separate fund referred to in paragraph 13.2 of this clause 13.1.

14. FORFEITURE OF BENEFITS

- 14.1 A Member or former Member shall cease to be presently or presumptively entitled to the Member's Benefit at the discretion of the Trustee if in its opinion:-

14.1.1 he has become bankrupt or insolvent or has attempted to assign, alienate, charge or encumber all or a part of his Member's Benefit;

14.1.2 he is declared mentally ill or becomes liable to have his affairs dealt with under the laws relating to mental health; or

14.1.3 his whereabouts cannot be traced by the Trustee for a period of five years, after making reasonable enquiries.

- 14.2 In any such event the Trustee shall apply the amount so forfeited that stood to the credit of the Member's Contribution Account for the benefit of the Member or such of the Member's Dependents as the Trustee, in its absolute discretion, determines and the Trustee may, in its absolute discretion, in order to relieve hardship only, apply the amount so forfeited that stood to the credit of the Member's Employer's Contribution Account for the maintenance or support of the Member or such of his Dependents as the Trustee in its absolute discretion determines or in a manner provided for in the Act. Such application of the Member's Benefit shall be a discharge to the Trustee for the payment thereof.

15. ALLOCATION OF FORFEITED BENEFITS

The amount of any forfeited benefit in the Fund by reason of the operation of Clause 14 hereof and the Rules annexed hereto which is not applied in accordance with Clause 14.2 hereof shall be credited to the Forfeited Benefits Reserve Account established in accordance with the provisions of Clause 11.1.6 and shall be applied within six months of the end of each financial year (or such other period provided for in the Act):-

15.1 to the provision of the benefits that other Members or their Dependents have rights to receive from the Fund; or

15.2 to the provision for other Members or their Dependents who have rights to receive benefits from the Fund of additional benefits on a basis that the Commissioner regards as reasonable having regard to all of the circumstances; or

15.3 for any purpose approved in writing by the Commissioner; or

15.4 in such other manner that is permitted or required under the Act, in order for the Fund to obtain income tax concessions.

The provisions of this Deed and the Rules annexed hereto shall not in any way affect the right of a Member or his personal representatives or any other person to claim compensation or damages under an Act of Parliament or at common law, 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.

17. LOANS TO MEMBERS

The Trustee shall not make any loans or advances to a Member unless the Fund was established prior to the 16th December 1985 and the trustee of the Fund had express power to lend money to members or had lent money to members and that lending was not expressly prohibited by the governing rules of the Fund.

18. MEMBERS' RIGHTS TO BENEFITS AND STATEMENTS

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

18.2 The rights of the Members and their Dependents to receive benefits from the Fund shall be those set out in this Trust Deed.

18.3 The rights of the Members and their Dependents to receive the benefits payable under the Rules shall be fully secured within the meaning of the Act.

18.4 The Members shall be provided with statements and information in relation to the administration of the Fund in accordance with the requirements of the Act.

19. EMPLOYER'S RIGHT TO DETERMINE EMPLOYMENT

19.1 Nothing herein contained shall restrict the right of the Employer to dismiss or otherwise determine the employment of a Member or remove a director of the Employer from office and being a Member shall not be taken as guaranteeing continuation of employment or as a Director.

19.2 The fact of being a Member shall not be used as a ground for claiming or for increasing damages in a claim by the Member for alleged wrongful termination of employment or for claiming the payment of any amount on retrenchment.

20. TRUSTEE - APPOINTMENT AND REMOVAL

20.1 The Trustee shall have the power by deed or by an oral or written resolution to appoint a new or additional Trustee or Trustees.

20.2 The office of a Trustee shall become vacant if the Trustee resigns its office;

20.3 A majority of the Members may, by resolution or in writing remove any Trustee from office and may, by resolution or in writing, appoint any replacement Trustee or additional Trustee.

20.4 If a company is at the time of being placed in receivership or liquidation the sole Trustee of the Fund the receiver or liquidator shall have the power to appoint a new Trustee or Trustees.

21. POWERS OF TRUSTEE

The Trustee shall have complete management and control of the Fund and shall, in addition to the powers otherwise granted herein and conferred upon trustees by statute and general law, exercise any of the following powers:-

21.1 to pay out of the Fund all costs, charges and taxes incidental to the administration, management and winding up of the Fund;

21.2 to pay out of the Fund expenses incurred in:-

21.2.1 providing for the secretarial work required for proper record keeping and administration to be

performed;

21.2.2 having the accounts of the Fund audited;

21.2.3 having taxation returns and returns to Government authorities prepared; and

21.2.4 engaging such persons as the Trustee considers appropriate for the proper administration and maintenance of records of the Fund;

21.3 to enter into such contracts and deeds on behalf of the Fund as the Trustee considers necessary for the administration of the Fund;

21.4 to delegate (by power of attorney or otherwise) to any person or company any of the powers duties and discretions vested in the Trustee (except for the power to vary the Trust Deed pursuant to Clause 30 hereof) on such terms and conditions as the Trustee in its absolute discretion thinks fit and the Trustee shall not be responsible for any loss incurred as a result of such delegation;

21.5 to take and act upon the advice of a barrister, solicitor, accountant, actuary or superannuation consultant in relation to the administration of the Fund and pay out of the Fund the fees payable to such advisers;

21.6 to commence, carry on and defend any legal proceedings that the Trustee in its absolute discretion thinks necessary for the proper administration of the Fund or to protect the rights of Members;

21.7 to open and maintain such bank accounts as the Trustee thinks fit;

21.8 to sell the assets of the Fund by private sale or public auction, for cash or on terms and in such other manner and on such other terms as the Trustee sees fit;

21.9 to borrow any sum of money for the purposes of obtaining temporary finance (as defined in the Act) and secure the repayment thereof in such manner and upon such terms and conditions and at such rate of interest as the Trustee thinks fit and in particular by charging or mortgaging all or any of the assets of the Fund and no lender shall be concerned to enquire as to whether the necessity for any such borrowing has arisen or as to the purpose for which it is required or as to the application of money borrowed;

21.10 generally to do all such things and perform such acts as the Trustee in its absolute discretion considers appropriate in the administration of the Fund and the performance of its obligations under this Trust Deed and the Rules annexed hereto.

22. TRUSTEE COVENANTS

The Trustee covenants as follows:

22.1 to act honestly in all matters concerning the Fund;

22.2 to exercise, in relation to all matters affecting the fund, the same degree of care, skill and diligence as an ordinary prudent person would exercise in dealing with property of another for whom the person felt morally bound to provide;

22.3 to ensure that the trustee's duties and powers are performed and exercised in the best interests of the members;

22.4 to keep the money and other assets of the Fund separate from any money and assets, respectively:

22.4.1 that are held by the Trustee personally, or

22.4.2 that are money or assets, as the case may be, of a standard employer-sponsor, or an associate of a standard employer-sponsor, of the Fund;

22.5 not to enter into any contract, or do anything else, that would prevent the Trustee from, or hinder the Trustee in, properly performing or exercising the Trustee's functions and powers;

22.6 to formulate and give effect to an investment strategy that has regard to the whole of the circumstances of the Fund including, but not limited to, the following:

22.6.1 the risk involved in making, holding and realising, and the likely return from, the Fund's investments having regard to its objectives and its expected cash flow requirements;

22.6.2 the composition of the Fund's investments as a whole including the extent to which the investments are diverse or involve the fund in being exposed to risks from inadequate diversification;

22.6.3 the liquidity of the Fund's investments having regard to its expected cash flow requirements;

22.6.4 the ability of the Fund to discharge its existing and prospective liabilities;

22.7 if there are any reserves of the fund to formulate and to give effect to a strategy for their prudent management, consistent with the Fund's investment strategy and its capacity to discharge its liabilities (whether actual or contingent) as and when they fall due;

22.8 to allow a member access to any prescribed information or any prescribed documents;

22.9 not to intentionally acquire an asset from:

22.9.1 a member of the Fund; or

22.9.2 a relative of a member of the Fund

unless such acquisition is permitted by the Act;

22.10 at all times to do such things and perform such acts as may be imposed by the Act to ensure that the Fund is eligible for concessional taxation treatment;

22.11 not to lend money of the Fund to a member of the Fund or a relative of a member of the Fund unless the same is permitted by the Act;

22.12 not to borrow money or maintain an existing borrowing of money unless the same is permitted by the Act.

23. TRUSTEE - EXERCISING DISCRETIONS AND DISCRIMINATION

In administering the Fund and in exercising the trusts, powers and authorities vested in the Trustee herein and pursuant to the Rules annexed hereto, the Trustee shall have an absolute and uncontrolled discretion at all times to exercise or refrain from exercising such trusts, powers and authorities **PROVIDED HOWEVER** that the Trustee shall not discriminate against any person on the grounds of that person's race, sex or marital status in such a manner as to infringe any law of the Commonwealth or a State or Territory in respect of discrimination.

24. LIABILITY OF TRUSTEE

A Trustee shall not be liable for any loss that is:-

24.1 not attributable to his own dishonesty;

24.2 attributable to actions or defaults of a co-trustee;

24.3 attributable to any action taken in conformity with the decisions of the Trustee hereunder; or

24.4 attributable to the neglect or default of an agent employed in good faith by the Trustee.

25. TRUSTEE'S INDEMNITY

The Trustee and the directors of the Trustee shall be indemnified against all liabilities incurred by them as a result of any action taken or omitted in administering the Fund and shall have a lien on the Fund for such indemnity **PROVIDED THAT** the right of indemnity shall not extend (in relation to the Trustee) to: 25.1 any liability arising out of the Trustee or any particular director failing to act honestly in a matter

concerning the Fund or intentionally or recklessly failing to exercise, in relation to a matter affecting the Fund, the degree of care and diligence required to be exercised; or

25.2 liability for a monetary penalty under a civil penalty order within the meaning of the Act.

26. REMUNERATION OF TRUSTEE

The Trustee shall be entitled to be paid and retain out of the Fund such remuneration as it considers reasonable.

27. REMUNERATION OF PROFESSIONAL PERSONS

Any person who is an accountant, actuary, solicitor, barrister or other professional person and is a director of a company acting as Trustee, who is called upon or whose firm is called upon to perform any service in relation to the Fund shall be entitled to make the same professional charges for such service that he would make had he not been a director of a company acting as Trustee hereof.

28. TRUSTEE AS MEMBERS' ATTORNEY

Each Member hereby irrevocably appoints the Trustee his attorney to execute and sign all such deeds and instruments and do all such things the Trustee considers necessary or desirable in administering the Fund.

29. TRUST DEED AVAILABLE FOR INSPECTION

A copy of this Trust Deed and the Rules annexed hereto shall be kept by the Trustee and be available for inspection by any Member at all reasonable times.

30. VARIATION OF TRUST DEED

30.1 The Trustee may to such extent as is permitted by the Act at any time and from time to time by deed executed by the Trustee vary, add to or rescind all or any of the provisions from time to time of this Trust Deed and 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 have the effect of-

30.1.1 reducing the amount of a benefit calculated on the basis of contributions to the Fund and earnings on those contributions, that has accrued, or become payable, before the variation, addition or rescission; or

30.1.2 reducing the amount of a benefit, other than a benefit referred to in paragraph 30.1.1 of this clause, that is, or may become, payable in relation to a period before the date of the variation, addition or rescission;

30.1.3 the appointment of an individual as Trustee unless the Fund has as its sole purpose the provision of old age pension; or

30.1.4 the appointment of a Trustee other than a corporation where the Fund does not have as its sole purpose the provision of old age pensions;

and the benefits that have accrued, or become payable, to or in respect of a Member shall not otherwise be reduced, unless:

30.1.4.1 the reduction is required because of, and does not exceed the value of, any tax payable on the taxable income of the Fund; or

30.1.4.2 the reduction is required only to enable the Fund to comply with the Act; or

30.1.4.3 the Member so affected approves in writing of the reduction; or

30.1.4.4 the Commissioner approves in writing of the reduction.

30.2 The Trustee shall as soon as practicable advise the Members in writing of the nature, purpose and effect of any such variation, addition or rescission.

31. TRANSFER OF BENEFIT FROM ANOTHER FUND

31.1 Where a Member requests that an amount standing to his credit or a policy of insurance in another superannuation or approved deposit fund be transferred to the Fund, the Trustee may accept the transfer of such amount or policy to the credit of the Member's Contribution Account PROVIDED THAT if the said amount or policy is being transferred from a superannuation fund conducted by or contributed to by an Employer or an associate of an Employer, the said amount or policy shall be credited to the Member's Contribution Account and/or the Employer's Contribution Account in the same proportion as such amount or policy stood to the credit of the Member's Contribution Account and/or the Employer's Contribution Account (or the equivalent thereof) in the previous superannuation or provident fund or on such other basis as the Trustee and the Member agree upon.

31.2 TRUSTEE MAY TAKE INTEREST

31.3 TRUSTEE TO HOLD SUBJECT TO THIS DEED

Any interest transferred to the Trustee pursuant to this clause shall be held by the Trustee as part of the Fund in an Accumulation Account for that Member which shall reflect the equivalent rights, entitlement and interest of the Member as existed in the other Approved Superannuation Entity.

31.4 PAYMENT OF SPECIAL UNPRESERVED BENEFITS

If an interest which is transferred to the Fund from an Approved Superannuation Entity was not a Preserved Benefit in the Approved Superannuation Entity, then subject to the compliance with the Act and any other terms or conditions pertaining to the payment of that interest, that interest may be paid by the Trustee to the Beneficiary of that interest at the request of that Beneficiary.

31.5 MEMBER SUBJECT TO FUND

A person whose interest is transferred to the Fund pursuant to this clause shall become a Member and be subject to the rights and obligations of this Deed and if the Trustee so determines the Member shall be deemed to have become a Member of the Fund on the date on which the Member's interest was so transferred to the Fund.

32. TRANSFER OF BENEFIT TO ANOTHER FUND

The Trustee may, on receiving the written request of a Member, transfer the whole or a part of the Member's Benefit to the trustees of another superannuation fund which the Trustee is satisfied complies with the Act or provided termination of employment has occurred, transfer the benefit to an approved deposit fund which the Trustee is satisfied complies with the Act, PROVIDED THAT such a transfer shall only be made if it is a condition of such transfer that the amount transferred shall not be paid from that fund prior to the Member retiring from the workforce and attaining age 55 except in the event of death or permanent incapacity for work or in such other circumstances as are permitted under the Act and it is a condition of such transfer that the benefit will not be transferred from the transferee fund except on the aforesaid terms and conditions. The receipt by the trustees of such fund shall be a complete discharge to the Trustee in respect of any liability to that Member and persons claiming through him in relation to the amount so transferred.

33. BENEFITS PAYABLE IN AUSTRALIAN CURRENCY

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

34. ADMISSION OF EMPLOYERS TO FUND

The Trustee may admit an Employer as a contributor to and a participant in the Fund on completion of

Appendix B or such other form of application as the Trustee decides upon. An Employer so admitted shall be bound by the provisions of this Trust Deed and the Rules annexed hereto in the same way the Employer would be if it had been an original party to the Trust Deed.

35. DISSOLUTION OF THE FUND

35.1 When the last remaining Member ceases to be a Member the Fund shall be wound up and the Trustee shall, subject to the Rules annexed hereto, pay or transfer to the Members or former Members, benefits in accordance with the provisions of the Rules annexed hereto, after deducting from the assets of the Fund the cost of administering and winding up the Fund. Such payment or transfer shall be accepted by the Members and former Members in full discharge of all claims in respect of the Fund.

35.2 Notwithstanding anything contained in Clause 35.1, the Trustee shall not pay or transfer the benefit to a Member except in accordance with the provisions of the Rules annexed hereto.

35.3 If any amount remains in the Fund, after all the Members' entitlements to benefits have been paid, the amount so remaining shall be paid to the former Members or their Dependents in such proportions as the Trustee considers to be equitable.

36. APPOINTMENT OF MEMBER REPRESENTATIVES

Where the Trustee of a Fund is required to comply with the basic equal representation rules described in Section 89 of the Superannuation Act in order to obtain maximum income tax concessions then the following provisions shall apply:

36.1 If:

36.1.1 there is a group of two or more individual Trustees, the group of Trustees shall consist of equal number of employer representatives and member representatives; or

36.1.2 the Fund has a single corporate trustee the board of the corporate trustee shall consist of equal numbers of employer representatives and member representatives.

36.2 The member representatives of the group of trustees or the board of the corporate trustee shall:

36.2.1 be appointed by resolution of the members of the Fund passed in general meeting;

36.2.2 hold office until they be removed by resolution of the members of the Fund passed in general meeting or until their office shall ipso facto become vacant pursuant to this Deed or the Superannuation Act.

36.3 The members of the Fund may by resolution remove any member representative before the expiration of his period of office and may also by ordinary resolution appoint another person in his stead.

36.4 In addition to the circumstances in which a member representative so appointed is removed by virtue of this Deed and the Superannuation Act the office of a member representative shall become vacant if:

36.4.1 the member representative:

36.4.1.1 dies;

36.4.1.2 suffers mental or physical incapacity; or

36.4.1.3 retires; or

36.4.1.4 resigns from the position as trustee or director of the Trustee.

36.4.2 if the member representative's tenure of that position expires;

36.4.3 if the member representative ceases to be a member of the Fund;

36.4.4 if the member representative ceases to satisfy a condition that the member representative was required to satisfy to be eligible for appointment;

36.4.5 the employment of the member representative is terminated;

36.4.6 the member representative becomes a disqualified person within the meaning of Part 15 of the Superannuation Act;

36.4.7 the trustee of the Fund shall be suspended or removed under Part 17 of the Superannuation Act;

or

36.4.8 other circumstances prescribed by the Superannuation Act apply.

37. MEETINGS OF MEMBERS

37.1 The Trustee may whenever it thinks fit convene a general meeting and a general meetings shall be convened on the requisition of the Members from time to time or in default may be convened by such Members.

37.1.1 The Trustee shall give notice of the general meeting to the Members by either handing to each Member personally or by sending to the Member at the address of the Member last known to the Trustee, notice of the meeting provided that accidental or unintentional failure to notify any Member shall not invalidate any meeting of Members;

37.1.2 The notice given to Members shall stipulate the time and place of such meeting, the reason for calling it and provide an agenda for the meeting;

37.1.3 At least fourteen day notice (inclusive of the day on which the notice is given but exclusive of the day for which notice is given) of all general meetings shall be given to the Members.

37.2 No business shall be transacted at any general meeting unless at the time when the meeting proceeds to business there are present at least one half of the Members.

37.3 Subject to Clause 37.8, if within fifteen minutes from the time appointed for the meeting a quorum is not present:-

37.3.1 the meeting if it is convened upon the requisition of Members shall be dissolved; and

37.3.2 in any other case it shall stand adjourned to the same day in the next week at the same time and place and if at the adjourned meeting a quorum is not present within fifteen minutes from the time appointed for the meeting the meeting shall be dissolved.

37.4 The Members present shall choose someone of their number to be Chairman of the general meeting.

37.5 The Chairman may with the consent of any meeting at which a quorum is present (and shall if so directed by the Meeting) adjourn the meeting from time to time and from place to place but so that:-

37.5.1 no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place;

37.5.2 when a meeting is adjourned for ten days or more at any one time notice of the adjourned meeting shall be given as in the case of an original meeting;

37.5.3 save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting.

37.6 At any general meeting a resolution put to the vote of the meeting shall be decided by simple majority on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:-

37.6.1 by the Chairman, or

37.6.2 by any Member.

37.7 Where the purpose of the meeting is to elect one or more member representatives:

37.7.1 the notice of the meeting shall call for nominations to fill any office of the member representative; Member and by the proposer and secondor of such Member and be forwarded to the Trustee no later than the appointed time of the meeting;

37.7.3 the following procedure shall apply at the meeting of Members:

37.7.3.1 if there have been no nominations, the meeting shall be adjourned for a period of 3 weeks and fresh notice to Members shall be given in accordance with the provisions of this Clause 37;

37.7.3.2 questions to be decided at the meeting shall be decided by simple majority of the Members present and voting;

37.7.3.3 the Chairman shall distribute to each Member present at the meeting a ballot paper listing in alphabetical order the names of Members nominated as member representative;

37.7.3.4 the Members present at the meeting may record one vote for each vacancy in the office of member representative;

37.7.3.5 the Member who receives the greater number of votes shall be come a member representative;

37.7.3.6 where more than one member representative is to be elected, the Member who receives the next greater number of votes after the election of a member representative shall be elected a member representative until all vacant positions have been filled;

37.7.3.7 where not all of the vacancies of the office of member representatives are filled in accordance with the foregoing procedure, the elected member representative or Trustee shall appoint the other member representative;

37.7.3.8 the Trustee shall advise the Members by notice in writing of the names of the Members appointed as Member representatives.

37.8 Unless a poll is so demanded a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the minutes of the proceedings shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.

37.9 If a poll is duly demanded it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chairman directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded; provided that a poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith.

37.10 In the case of an equality of votes whether on a show of hands or on a poll the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall not be entitled to a second or casting vote.

37.11 Each Member present shall be entitled to vote at general meetings of Members and on a show of hands shall have one vote and on a poll shall have one vote.

37.12 The instrument appointing a proxy shall be in writing in any usual form under the hand of the appointor or of his attorney duly authorised in writing or if the appointor is a corporation either under seal or under the hand of an officer or attorney duly authorised and may name two or more persons to act as proxies in the alternative. A proxy need not be a Member.

The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of that power of authority shall be deposited with the trustee not less than forty eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid.

38. INDEPENDENT TRUSTEES

38.1 If either the employer representative or the member representative advise the remaining Trustees that they require the appointment of an independent trustee or independent director, the Trustee shall appoint as a trustee a person or company that the Trustee regard as being independent of the Employers and the Members and their respective representatives.

38.2 An independent trustee so appointed may be removed from office by a resolution of the Trustee and shall cease to be a Trustee if he resigned by giving notice to the other Trustees or if he ceases to be independent or on the happening of any of the events referred to in Clause 36.4 as if set out herein in full and where appropriate any reference therein to the Member representative shall mean the independent Trustee.

39. VACANCIES

Any vacancy in the office of a Trustee shall, where such vacancy is required to be filled, be filled within 90 days (or such other number of days as is provided for in the Superannuation Act) of the date on which the vacancy occurred provided that the failure to fill a vacancy shall not invalidate any subsequent appointment.

SCHEDULE

DATE OF MAKING THIS DEED:

Dated this

1/06/98.

THE TRUSTEE:

NORMAN GERALD BLURTON and
KRYSTINE PAULA BLURTON both of
558 Bunya Road
EUMUNDI QLD 4562

THE NAME OF THE
SUPERANNUATION FUND:

BLURTON SUPERANNUATION FUND

LAW OF THIS FUND:

Queensland

IN WITNESS WHEREOF this Trust Deed has been executed on the day and year set forth in the
Schedule.

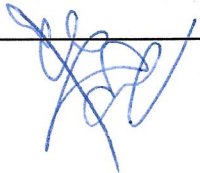
SIGNED SEALED AND DELIVERED
by the said
NORMAN GERALD BLURTON
in the presence of:

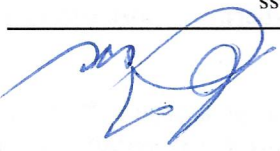
C. Fox

SIGNED SEALED AND DELIVERED
by the said
KRYSTINE PAULA BLURTON
in the presence of:

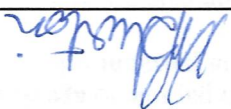
C. Fox

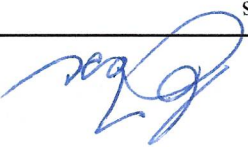
Witness





Witness





BENEFIT PAYABLE ON RETIREMENT OR DEATH AFTER RETIREMENT

1.1 The amount of the Member's Benefit shall, subject to the provisions of the Trust Deed, be paid to a Member upon his retirement from the workforce after attaining age 55. In the event of the Member's death on or after attaining age 55, the Member's Benefit or the balance thereof shall, subject to Rules 1.5 and 1.6, be paid or applied by the Trustee in a lump sum in accordance with the provisions of Rule 2. The benefit payable under this Rule 1.1 on retirement shall, at the request of the member, be paid in a lump sum or by way of pension or annuity. A pension or annuity paid to a Member shall not exceed 75% (or such other amount permitted under the Act) of Highest Average Salary and shall be paid on a basis that meets the requirements of the Act for the Fund to obtain the maximum income tax concessions. If a Member's Benefit that is being paid by pension or annuity exceeds the maximum reasonable pension benefit for the purposes of the Act, the excessive amount shall be paid by way of a lump sum. The Trustee may, at the request of the Member and with the approval of the Commissioner pay such excess benefits by transferring in specie assets of equivalent value to the benefit payable.

1.2 Where a member is in receipt of an Allocated Pension the following minimum standards shall apply (except where varied or amended by the ISC):

1.2.1 payments under the pension or annuity must be made at least annually;

1.2.2 income streams where future payments are not prescribed at the time they commence to be payable will be subject to an annual payment rule. Such payments will be calculated as follows:

$$\frac{AB}{PVF}$$

where

- AB is the account balance at 1st July each year; and

- PVF is the pension valuation factor published by the ISC for use in calculating the value of a CPI indexed annuity, with an 85% reversionary benefit, for the person's age as at 1st July each year.

1.2.3 income streams that are subject to the annual minimum payment rule specified above will also be subject to a maximum drawdown rule where the account balance at 1st July in any given year is divided by the pension valuation factor for an annuity payable to age 80 based on the person's age at that time. After age 80 there will be no maximum payment rule.

1.3 A benefit payable under Rule 1.1 or 1.2 shall commence to be paid no later than the Member's sixty-fifth birthday unless the Member is continually employed or self employed on a Part-Time Basis after attaining age 65 and elects to retain his benefit in the Fund in which case the benefit payable under Rule 1.1 or 1.2 shall commence to be paid no later than the Member's seventieth birthday.

1.4 Where a Member continues to be employed or self employed on a Full-Time Basis, after attaining age sixty five, his benefit may, if he so elects, remain in the Fund until he retires from the workforce PROVIDED THAT if the Member ceases to be employed or self employed on a Full-Time Basis, but immediately thereafter becomes continually employed or self employed on a Part-Time Basis, his benefit shall continue to be paid on his seventieth birthday, or, if later, the date he ceases to be employed or self employed on a Full-Time Basis.

1.5 On the death of a Member to whom a pension is being paid pursuant to Rule 1.1 or 1.2 and who is survived by a spouse, an annual pension equal to the annual pension payable to the deceased Member at the date of death shall be paid to the deceased Member's spouse for the 10 year period which commenced on the first day of the period to which the first pension payment to the deceased Member by the Trustee relates and at the expiry of the said 10 year period, an annual pension equal to 85% (or such other amount permitted under the Act) of the annual pension payable to the deceased Member at the date of death shall be paid to the deceased Member's spouse for life (provided the Member's Benefit is not exhausted in that period). If, at the date of the Member's death, 10 years have elapsed from the first day of the period to which the first pension payment made to the deceased Member

relates, an annual pension not exceeding 85% (or such other amount permitted under the Act) of the annual pension payable to the deceased Member at the date of death, shall be paid to the deceased Member's spouse for life (provided the Member's Benefit is not exhausted in that period). Such a pension shall commence on the date of the Member's death and shall comply with the requirements of the Act for the Fund to obtain the maximum income tax concessions.

In the event of the death of a retired Member who does not have a spouse or in the event of the death of a Member's spouse to whom a pension was payable under Rule 1.5, the balance of the Member's Benefit shall be paid in a lump sum to such of the Member's Dependents as the Trustee, in its absolute discretion determines. If the payment of part or all of such benefit does not comply with the requirements of the Act for the Fund to obtain the maximum income tax concessions the proportion of the benefit that does not so comply shall be treated as a forfeited benefit and shall be applied in the manner stated hereunder. If the Trustee is unable to establish within six months of the death of the Member or the Member's spouse (whichever occurs last) that there are any Dependents, the benefit payable under this Rule 1.6 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 years of his death (or the Trustee determines), the benefit payable under this Rule shall be treated as a forfeited benefit and shall be applied in the manner provided for in the Act or shall be applied by the Trustee in accordance with the provisions of Clause 15 of the Trust Deed.

BENEFIT PAYABLE ON DEATH BEFORE RETIREMENT

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 Dependents, to be paid in a lump sum in such shares and proportions as the Trustee, in its absolute discretion, determines.

If the Trustee is unable to establish within six months of the Member's death that there are any Dependents the benefit payable under Rule 2.1 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 years of his death (or such other period as the Trustee determines), the benefit payable hereunder shall be treated as a forfeited benefit and shall be applied in the manner provided for in the Act or shall be applied by the Trustee in accordance with the provisions of Clause 15 of the Trust Deed.

BENEFIT PAYABLE ON DISABLEMENT

If the event of a Member becoming in the opinion of the Trustee, Permanently and Totally Disabled, the amount of the Member's Benefit shall, subject to the provisions of the Trust Deed, be paid in the form of a pension as aforesaid to the Member or, if he is unable to manage his own affairs, to such of his Dependents. If, prior to the Trustee determining that a Member is Permanently and Totally Disabled, the proceeds of a temporary disablement insurance policy on the life of the Member becomes payable, such proceeds shall be paid in the form of a pension to the Member or his Dependents as aforesaid PROVIDED THAT the amount of such periodical benefit shall not exceed the maximum reasonable benefit that is allowed under the Act in order for the Fund to obtain the maximum income tax concessions.

The benefit payable under Rule 3.1 on the occurrence of Permanent and Total Disablement shall, in the discretion of the Trustee, be paid in a lump sum or by way of pension. A pension or annuity shall comply with the requirements of the Act for the Fund to obtain the maximum income tax concessions. If a Member's Benefit that is being paid by pension or annuity exceeds the maximum reasonable pension benefit for the purposes of the Act, the excessive amount shall be paid by way of a lump sum. The Trustee may, at the request of the recipient of a benefit and with the approval of the Commissioner, pay excess benefits by transferring in specie, assets of equivalent value to the benefit payable.

Where a benefit is payable under Rule 3.2 by way of pension, the Trustee shall, in its absolute discretion, determine the amount of the pension and the manner in which and the period for which it is paid PROVIDED THAT if, at the date that the payment of the pension commences, the Member's Benefit exceeds the maximum reasonable lump sum benefit for the purposes of the Act, the pension shall be paid for a minimum period of ten years and on a basis that meets the requirements of the Act for the Fund to obtain the maximum income tax concessions AND PROVIDED FURTHER THAT the amount of the pension from time to time shall not exceed the amount which a qualified Actuary consulted by the Trustee certifies in writing to be the maximum amount that can be paid to the Member.

3.2 In the event of the death of a Member or a Member's spouse to whom a pension was payable under Rule 3.1 the balance of the Member's Benefit shall be paid in a lump sum to such of the Member's Dependents as the Trustee, in its absolute discretion, determines provided such payment complies with the requirements of the Act for the Fund to obtain the maximum income tax concessions. If the payment of part or all of such benefit does not so comply, the proportion of the benefit that does not so comply shall be treated as a forfeited benefit and shall be applied in the manner stated hereunder. If the Trustee is unable to establish within six months of the death of the Member or the Member's spouse (whichever occurs last) that there are any Dependents, the balance of the Member's Benefit 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 years of his death (or such longer period as the Trustee determines), the benefit payable under this Rule shall be treated as a forfeited benefit and shall be applied in the manner provided for in the Act or shall be applied by the Trustee in accordance with the provisions of Clause 15 of the Trust Deed.

4 DEDUCTION OF INCOME TAX

The Trustee may deduct from any benefit payable, the amount of any income tax that is calculated by the Trustee to be payable in respect of such benefit and shall remit any amount so deducted to the Commissioner of Taxation.

5 PENSION CONDITIONS

5.1 If a Member's Benefit that is being paid by a pension or annuity exceeds the maximum reasonable pension benefit for the purposes of the Act, the excessive amount shall be paid by way of a lump sum.

5.2 When the Member's Benefit is reduced to nil, the pension payable under these Rules shall cease to be payable and the person who was receiving the pension shall cease to be entitled to any further benefits and, if a Member, shall cease to be a Member.

5.3 The recipient of a pension under these Rules may commute to a lump sum payment any amount up to fifty percent (or such other percentage that is prescribed by the Act) of the pension on making written application to the Trustee PROVIDED the option to commute a pension to a lump sum payment is exercised within six months of the first day of the period to which the first pension payment paid by the Trustee relates, except in the event of the death of a Member or in such other circumstances as are permitted by the Act in order for the Fund to obtain the maximum income tax concessions.

5.4 A pension payable under these Rules shall not be assigned by the person in receipt of it and it shall not be mortgaged or encumbered in any manner whatsoever.

5.5 A pension payable under these Rules may be increased annually by the Trustee by an amount not exceeding any percentage increase during the previous 12 months in the Consumer Price Index (All Capital Cities) or any replacement index PROVIDED THAT the minimum annual increase of the pension shall be the lesser of:-

5.5.1 5% of the pension;

5.5.2 any percentage increase during the previous 12 months in the Consumer Price Index (All Capital Cities) published by the Australian Statistician for the March quarter in the preceding year or any replacement index; and

5.5.3 any other minimum increase permitted under the Act.

5.6 The Trustee may, in its absolute discretion, provide a pension payable under these Rules by applying a Member's Benefit to the purchase, in the ownership of either the Trustee or the Member, of any annuity that meets the requirements of the Act for the Fund to obtain the maximum income tax concessions.

6 PAYMENT OF SMALL DEATH BENEFITS

Notwithstanding any other provision of these Rules to the contrary where upon the death of a Member:

6.1 the benefits to be paid to that Member do not exceed the sum of \$5,000;

62	the Trustee after reasonable enquiry has not found any Dependant or Legal representative of the deceased Member; and
63	having regard to the quantum of the relevant benefits and the potential expense for the fund and associated with legitimate claimants or claimants subsequently coming forward to be paid the relevant benefits it would be unreasonable for the Trustee to insist that the Dependant incur the costs of seeking Letters of Administration, the Trustee may pay the relevant benefits to the next of kin of the deceased Member or in the event that the Trustee cannot find such next of kin then the Trustee may pay the relevant benefits to such friend of the deceased Member as the Trustee in its absolute discretion decides.
7	INQUIRIES OR COMPLAINTS
The Trustee will take all reasonable steps to ensure that there are at all times in force arrangements under which:-	
71	Members have the right to make inquiries into, or complaints about, the operation or management of the Fund in relation to the Member making the inquiry or complaint; and
72	inquiries or complaints so made will be properly considered and dealt with within 90 days after they were made.

OF

BLURTON SUPERANNUATION FUND

Full Name:

Address:

Date of Birth:

Sex:

I hereby apply to become a member in category

of the abovementioned Fund which is

administered in terms of a Trust Deed dated the

19 day of

I have been advised of the benefits which I am entitled to receive from the Fund on retirement, death or termination of service with my Employer.

In consideration of my admission to membership, I hereby agree to abide by and be bound by the provisions of the abovementioned Trust Deed and I declare that I am not entitled to a deferred annuity and I am not a member of any other superannuation fund or approved deposit fund nor have I received benefits from any such fund, other than the following:-

I hereby authorise my current Employer to deduct from my salary such amounts (if any) as are from time to time agreed upon by myself and my employer as contributions to be made by me to the abovementioned Fund.

NOMINATION OF BENEFICIARIES

Whilst I acknowledge the discretion the Trustees have to determine who the benefit is paid to, I hereby nominate the following persons to receive the benefit payable by the Trustees of the Fund in the event of my death:

Name and Address	Relationship to member	Proportion of benefit
------------------	------------------------	-----------------------

%

%

%

Dated this

day of

19

Signature of Applicant:

Witness:

* Delete this clause if applicable