

Superannuation Fund Deed

*7th December
2004*

of the

original

Jamaba4tune Super Fund

Prepared for

**Online Super Pty Ltd
PO Box 7165
Baulkham Hills
NSW 2153**

Telephone: (02) 9659 0500

Email: info@onlinesuper.com.au

**Online Super Legal Pty Ltd
ACN 108 878 566
Lawyers
24/1 Maitland Place
Norwest Business Park
NSW 2153**

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WARNING

The deed and the rules attached to the deed (the document) contain a simple framework of the rights and obligations of the Trustee and the Members and have been drafted in broad terms.

It is neither practical nor possible to include all of the matters that will apply to the Fund from time to time, because Superannuation Law and other Statutory Requirements are extremely complex and constantly change, and so such a document would be difficult to read and need constant amendment.

Notes are included with this deed in order to help the Trustee, but they do not form part of this Deed and the Rules attached to the Deed, and they only provide guidance on some more common issues. Therefore the document must be read in conjunction with Superannuation Law and other relevant Statutory Requirements.

TRUST DEED



THIS DEED POLL is made on

7th December 2004

BY:

John Francis Alcock

of 28 Hotham Court NT 0812

Maureen Chiew Lang Alcock

of 28 Hotham Court NT 0812

Juliette Su Lang Alcock

of University College, College Crescent Parkville VIC 3052

(the "trustee")

WHEREAS:

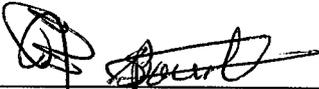
- A. The Trustee has decided to establish an indefinitely continuing superannuation plan to be known as the Jamaba4tune Super Fund (the "**Fund**").
- B. The Trustee has agreed to act as the first Trustee of the Fund.
- C. The primary purpose of the Fund is to provide old age pensions to the Members.

NOW THIS DEED WITNESSES as follows:

- 1. The Fund shall come into operation on the date of this Deed (the "**Commencement Date**").
- 2. The "**Rules**" means the Rules attached hereto as amended from time to time, and they shall effect as if set out in the body of this Deed.
- 3. The assets of the Fund shall be vested in the Trustee upon trust to apply the same in the manner set forth in the Rules.
- 4. The Fund shall be managed and administered in all respects according to the Rules.
- 5. The power of appointing and removing Trustees shall be as provided in the Rules.
- 6. The provisions of this Deed may be amended in the manner set out in the Rules.
- 7. This Deed and the Rules shall be governed by and construed in accordance with the law of the domicile of the Trustee.

IN WITNESS the party has duly executed this Deed on the date first above written.

SIGNED SEALED AND DELIVERED by
John Francis Alcock in the presence of:



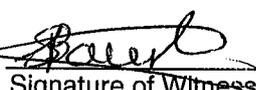
Signature of Witness

Sallyann Bauert.
Name of Witness – please print



Signature of Client

) **SIGNED SEALED AND DELIVERED** by
) **Maureen Chiew Lang Alcock** in the presence of:

) 

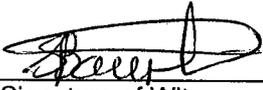
) Signature of Witness

) Sallyann Bauert.
) Name of Witness – please print

) 

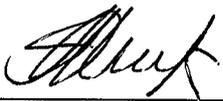
) Signature of Client

SIGNED SEALED AND DELIVERED by
Juliette Su Lang Alcock in the presence of:



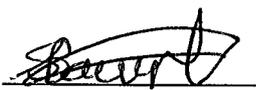
Signature of Witness

Sallyann Bauert
Name of Witness – please print



Signature of Client

) **SIGNED SEALED AND DELIVERED** by
) **Belinda Su Yin Alcock** in the presence of:

) 

) Signature of Witness

) Sallyann Bauert.
) Name of Witness – please print

) 

) Signature of Client

RULES OF THE SUPERANNUATION FUND

1. INTERPRETATION

Unless inconsistent with the context:

- (a) words importing one gender shall include the other and neutral genders; and
- (b) words importing the singular shall include the plural and vice versa; and
- (c) with the exception of Rule 2, headings in this Deed are for convenience only and shall not affect the interpretation of the Rules in this Deed; and
- (d) references to any statutes (including any section thereof) shall include all amendments, substitutions, consolidations and replacements to such statutes; and
- (e) a reference to a Rule refers to a Rule of this Deed.

2. DEFINITIONS

2.1 Account

A Member's Account, or any other account established by the Trustee.

2.2 Accumulated Benefits

In respect of a Member means the net credit amount of a Member's Account plus the value of any insurance, assurance or endowment policy that is owned by the Trustee in respect of a Member and has been funded from that Member's Account.

2.3 Allocated Pension

An income stream that is intended to comply with the standards set out in SIS Regulation 1.06(4).

2.4 Approved Auditor

Has the same meaning as given to that term in the SIS Act.

2.5 Associate

Has the same meaning as given to the term "Part 8 associate" in the SIS Act.

2.6 Beneficiary

A Member, Dependant or other person entitled to receive a Benefit under this Deed.

2.7 Benefit

In relation to a member means any amount which is payable from the Fund in accordance with this deed to or in respect of a Member.

2.8 Complying Pension

A pension or an annuity that is intended to comply with the standards set out in the SIS Regulations that is intended to comply with the Pension Reasonable Benefit Limit requirements as set out in the Tax Act.

2.9 Dependant

- (a) The Spouse of the Member, including a person not legally married to the Member but who lives with the Member on a bona fide domestic basis as the Member's spouse, the widow or widower of the Member
- (b) Any child of the Member including a stepchild, adopted child, an ex-nuptial child or a posthumous child
- (c) Any person who is in the opinion of the Trustee in its absolute discretion at the relevant time dependent in whole or in part upon the Member for maintenance and support
- (d) Any other person who is in the opinion of the Trustee in its absolute discretion at the relevant time entitled to receive Benefits under the Superannuation Law or the Tax Act.

2.10 Eligible Person

Any person in respect of whom the Trustee may accept contributions or other payments under Superannuation Law who is not a spouse of a Member who is entitled to some or all of the Member's accumulated contributions under a Payment Split, unless the Trustee in its absolute discretion decides otherwise.

2.11 Employee

Any person who is an employee or independent contractor of the Employer and includes another person who is required to make superannuation contributions for a person who is not an employee as that term is generally understood under the Superannuation Guarantee Act 1992.

2.12 Employer

The Principal Employer (if any) and any Associated Employer (if any).

2.13 Financial Year

A year ending on the last day of June, or in the year that the Fund commences or is wound up, the part of the year that the fund was in existence.

2.14 Founding Member

Any person signing the Deed as a Founding Member.

2.15 Income Stream

Any pension, annuity or series of period payments that is permitted to be paid under Superannuation Law.

2.16 Fund

The superannuation fund as constituted by the Deed.

2.17 Member

A person who has been admitted to membership of the Fund, or the legal personal representative of a Member who has not ceased to be a Member.

2.18 Member Account

The total of:

- (a) contributions made by, or in respect of the Member

- (b) amounts transferred to the credit of the Member from a Rollover Fund
- (c) amounts transferred to the credit of the Member from a rollover of an eligible termination payment paid by a former employer
- (d) amounts transferred to the credit of the Member from a rollover of a CGT Exempt Component
- (e) proceeds of any insurance arising from the death, disablement or otherwise of the Member that the Trustee in its absolute discretion, credits to the Member Account
- (f) the allocation of any earning or amounts in accordance with the Rules less
- (g) any Benefits paid from the Fund or transferred to Rollover Funds in respect of the Member
- (h) any surcharge payable in respect of contributions made by or for the Member
- (i) a proportion of tax and administration costs that the Trustee in its absolute discretion attributes to the Member's Account
- (j) insurance premiums paid in respect of the Member
- (k) any losses of the fund
- (l) any amounts in the reserve accounts
- (m) any other amounts paid or payable in accordance with the Rules in respect of the Member.

2.19 Non-Member Spouse

Has the same meaning that is given to the term under the SIS Act.

2.20 Payment Split

A payment split under the Family Law Act 1975 and the regulations made thereunder.

2.21 Pension

A Benefit is a pension if it is taken to be a pension under Superannuation Law and it satisfies one or more of the standards set out in the SIS Regulations; or it does not satisfy the standards outlined in the SIS Regulations, but the Trustee considers it to be a pension and the payment of it does not breach the SIS Act.

2.22 Preservation Age

Is the age below which Benefits are not generally accessible and depends on a person's date of birth, as set out in the following table:

Date of Birth	Preservation Age
Before 1 July 1960	55
1 July 1960 – 30 June 1961	56
1 July 1961 – 30 June 1962	57
1 July 1962 – 30 June 1963	58
1 July 1963 – 30 June 1964	59
After 30 June 1964	60

2.23 Related Party of the Fund

A member, standard employer sponsor; or an associate of a member of a standard employer sponsor as defined in Part 8 of the SIS Act.

2.24 Reversionary

One or more persons who become eligible to receive an income stream upon the death of a Member who was receiving an income stream from the Fund at the time of their death.

2.25 Self-managed superannuation fund

A Fund that satisfies the definition of a self-managed superannuation fund which at the date of this publication is defined in section 17A of the SIS Act.

2.26 SIS

The Superannuation Industry (Supervision) Act and the Superannuation Industry (Supervision) Regulations 1994.

2.27 SIS Act

The Superannuation Industry (Supervision) Act 1993.

2.28 SIS Regulations

Any regulations made under the Superannuation Industry (Supervision) Regulations 1994.

2.29 Statutory Requirements

The requirements imposed under any law or by any Statutory Authority that must be satisfied by a superannuation fund so that it qualifies for income tax concessions, and where a pension is established for a Member to comply with the requirements of the Social Security Act 1991 or the Veterans' Entitlements Act 1986 the term shall include those Acts.

2.30 Superannuation Law

- (a) the law in the SIS Act and the SIS Regulations
- (b) written ruling, guidelines or modifications issued by any Regulator
- (c) any directive, approval or authorisation given to the Trustee in writing by any Regulator.

2.31 Tax Act

The Income Tax Assessment Act 1936, 1997 and any Regulations to that Act and any other Act that can impose taxation liabilities or obligations on the Trustee of the Fund.

2.32 Trustee

The trustee of the Fund appointed by the Rules, and where there is more than one trustee the term refers to all of them if the context so requires.

3. REGULATED SUPERANNUATION FUND

3.1 Election to be regulated

This Fund is established as a Regulated Superannuation Fund and the Trustees shall irrevocably elect to be regulated by the SIS Act by giving a notice to the regulator to that effect.

3.2 Inconsistencies with SIS

Any part of this deed that is not consistent with a provision of the SIS Act or any SIS Regulation will not operate to the extent of that inconsistency, other than in respect of any current declarations made or exemptions granted by the Regulator in respect of this Deed.

3.3 Constitutional Corporation

During any period that the Trustee is a constitutional corporation, the primary purpose of the Fund is to provide Benefits to Members and Beneficiaries and sub-Rule 3.4 does not apply.

3.4 Primary Purpose to pay old age pensions

During any period that the Trustee is or comprises of one or more individuals the primary purpose of the Fund is to provide old age pensions and sub-Rule 3.3 does not apply.

3.5 Change from a corporate trustee to individual trustees

Where the Trustee changes from a company to individuals sub-Rule 3.4 will apply.

3.6 Change from individual trustees to a corporate trustee

Where the Trustee changes from individuals to a company sub-Rule 3.3 will apply.

3.7 Deed subject to SIS

This Deed is subject to the SIS Act and the SIS Regulations.

4. THE TRUSTEE AND MEMBERS

4.1 Self Managed Superannuation Fund

Unless all of Trustees, or all of the directors of a corporate Trustee decide otherwise, the Fund shall be a Self Managed Superannuation Fund and all steps will be taken to satisfy the definition of a self managed superannuation fund that are contained in Section 17A of the SIS Act at the time of publication, including, but not limited to the removal of a Member against that Member's wishes and the refusal to admit a person as a Member.

The Trustee of a Self Managed Superannuation Fund must be:

- (a) A company that is a constitutional corporation within the meaning of the SIS Act; or
- (b) Two or more individuals, each of whom is a Member of the Fund. Except that where the Fund has one Member a second individual who is not a Member of the Fund can be appointed as the Trustee.

No member of the fund can be an employee of another member of the fund, unless the members concerned are relatives, or in the case of a single Member Fund the Member cannot be an employee of the other Trustee unless they are relatives.

Where an individual ceases to be a Member of the Fund, that Member must resign as a Trustee, or where the Trustee is a company that Member must resign as a director of the Trustee company within 6 months of ceasing to be a Member of the Fund, except that where only one Member remains in the fund, the individual who has ceased to be a Member can remain as a Trustee or as a director of the Trustee company unless this is not permitted under Superannuation Law.

During any period that the Fund is a Self-Managed Superannuation Fund each Trustee must be qualified to be a Trustee of a self-managed superannuation fund.

4.2 Not a Self Managed Superannuation Fund

A Fund with less than 5 Members that does not satisfy the definition of a Self Managed Superannuation Fund and does not take all steps necessary to satisfy that definition must appoint an Approved Trustee within the time period specified in the SIS Act.

A Fund with more than 4 Members cannot be a Self Managed Superannuation fund and the Trustee must be appointed or removed in accordance with the requirements of the SIS Act.

4.3 Trustee Covenants

The Trustee covenants that it shall operate the Fund in accordance with the statutory requirements, including the SIS Act, and include:

- (a) to act honestly in all matters concerning the Fund;
- (b) 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;

- (c) to ensure that the Trustee's duties and powers are performed and exercised in the best interests of the Members;
- (d) to keep the money and other assets of the fund separate from any money and assets, respectively:
 - (i) that are held by the Trustee personally; or
 - (ii) 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;
- (e) 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 (this does not prevent the Trustee from engaging or authorising persons to do acts or things on its behalf).
- (f) 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:
 - (i) 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;
 - (ii) 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;
 - (iii) the liquidity of the fund's investments having regard to its expected cash flow requirements;
 - (iv) the ability of the Fund to discharge its existing and prospective liabilities;
- (g) if there are any reserves of the Fund (and the Fund is permitted to hold reserves under Superannuation Law), to formulate and to give effect to a strategy for their prudential 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;
- (h) to allow a Member access to any information or documents prescribed by Statutory Requirements.

4.4 Powers of a the Trustee

Subject to limitations contained in the SIS Act and any other Statutory Requirements the powers of the Trustee include, but are not limited to the following:

- (a) to do whatever is required or allowed by the SIS Act, SIS Regulations or any other law.
- (b) other than anything that is contrary to Superannuation Law to purchase and sell or otherwise acquire or dispose of property, rights or privileges that the trustee is authorised to acquire or dispose of in terms and conditions in its absolute discretion;

- (c) to receive distributions from any types of trusts;
- (d) to pay premiums on any policy of insurance from the fund;
- (e) to appoint or suspend any auditor, actuary, investment manager, administration manager or any other service providers or servants.
- (f) to decide who shall be entitled to sign any contracts or other documents in respect of the Fund;
- (g) to decide who are the Dependants of a Member if the need should arise.

4.5 Indemnity of the Trustee

Subject to the SIS Act and SIS Regulations, every Trustee, and if the Trustee is a company every director, shall be fully indemnified against all liabilities that are incurred:

- (a) by or as a result of any act or omission in the exercise of the powers, duties and discretions under the Deed or for any other reason whatsoever;
- (b) for any loss or expense incurred by the Fund that arises from the bankruptcy, insolvency or tortious acts of any person with whom any moneys or securities have been deposited; or
- (c) for any other loss, damage or misfortune whatsoever.

Except that the indemnity in this Rule will not apply where the Trustee or the directors of the Trustee in any matter concerning the Fund fails to act honestly; or intentionally or recklessly fails to exercise the degree of care and diligence that the Trustee was required to exercise; or incurs a liability for a monetary penalty under a civil penalty order.

4.6 Remuneration of the Trustee

The Trustee may be reimbursed for reasonable out of pocket expenses incurred in relation to the fund.

In accordance with Section 17A of the SIS Act a Trustee of a Self Managed Superannuation Fund cannot receive any remuneration for any duties or services performed by the Trustee in relation to the Fund.

4.7 Records, Minutes and Disclosures

The Trustee shall keep, or cause to be kept all records and minutes of all meetings for the time specified in the SIS Act and/or the SIS Regulations and any other Statutory Requirements.

All disclosures must be made on the admission of an additional Member that are necessary to satisfy Statutory Requirements.

4.8 Binding Death Benefit Nominations

The Trustee may offer Members the opportunity to make a binding death benefit nomination in the form approved by the Superannuation Law. Where the information provided in a binding death benefit nomination by a Member is not sufficiently clear to the Trustee to enable the payment of a death benefit, the Trustee must request the Member to make a written statement to clarify the information provided as soon as practicable.

4.9 Change of Trustee

Upon a change of Trustee the retiring Trustee shall execute all transfers, deeds or other documents necessary to transfer investments or moneys into the name of the new Trustee.

A new Trustee shall have all the powers, authorities, discretions and duties of the retiring Trustee under the Rules or by law.

A Trustee ceases to act as Trustee of the Fund immediately:

- (a) If the Trustee resigns as a Trustee of the Fund by giving written notice to all Members;
- (b) If an individual who is a Trustee dies or is mentally incapacitated;
- (c) If it is corporation that is placed in receivership or liquidation or an effective resolution is passed to wind up the Trustee;
- (d) If the Trustee is disqualified from being a Trustee under the operation of law; or
- (e) If the Members resolve unanimously that the Trustee should be replaced with a substitute Trustee.

Any trustee may resign at any time.

If the individual Trustees or the directors of the corporate Trustee cannot resolve an issue relating to the removal or appointment of a Trustee, the rules of the relevant State or Territory law applicable to this Trust Deed shall apply to the removal of a Trustee and the appointment of a new or additional Trustee.

4.10 Membership

An Eligible Person may apply to become a member of the Fund by completing an Application for Membership form. Membership shall commence from the date the Trustee accepts the application for membership or in the case of a non-member spouse from the date the Non-member Spouse's interest is created in the Fund.

A Member is bound by the Deed.

The Trustee shall have the power at its absolute discretion to admit a new Member or to remove a Member where this is permitted under Superannuation Law.

4.11 Obtaining information

The Trustee may request information that it reasonably requires from a potential Member before admitting a new Member, from a Member before payment of any Benefit and at any time that the status of the fund may be adversely affected without that information being obtained.

5. TRANSFERS AND ROLLOVERS

5.1 Transfer and rollovers into the Fund

The Trustee may transfer any assets or moneys to the Fund that are permitted under the Superannuation Law in relation to a person who is, or who is to

become a Member of the Fund, whether that transfer is from a Member, any previous employer of a Member or any superannuation entity or rollover fund of which the Member is or was a member or any other transfer or rollover permitted by the Statutory Requirements.

The Trustee may accept any assets to be transferred to the Fund from a Related Party of the fund provided that those assets are permitted to be transferred by the Statutory Requirements.

5.2 Transfers and rollovers out of the Fund

Should a Member request it in writing, the Trustee may transfer any assets or moneys up to an amount that corresponds to the amount that is or will be vested in the Member out of the Fund

- (a) to that Member in satisfaction of the payment of a benefit that the Trustee has satisfied itself is permitted to be paid; or
- (b) to another superannuation entity provided that the Trustee has reasonable grounds to believe it complies with the SIS Act.

Upon making such payment, transfer or rollover the Trustee is discharged from all obligations relating to the amount so transferred or rolled over.

6. CONTRIBUTIONS

6.1 Acceptance of Contributions

The Trustee may accept such contributions from a Member, an Employer, or an associate of any employer, of a Member, a spouse of a Member or any other person by way of money, property or in any other form that are permitted to be accepted under the Superannuation Law or any other Statutory Requirements.

6.2 Co-contributions

The Trustee can accept co-contributions in respect of a Member. Any such co-contributions received shall be fully vested in the Member's Accounts and recorded as co-contributions.

7. NOT A PUBLIC OFFER SUPERANNUATION FUND

This Fund is not a Public Offer Superannuation Fund and any provision that needs to be included to ensure the Fund is not a public offer fund is deemed to be included in this Deed unless the Trustee in its absolute discretion determines otherwise.

8. ASSETS AND INVESTMENTS

8.1 Holding Assets of the Fund

The Trustee shall hold the assets of the Fund upon trust to be applied in accordance with the provisions of this Deed. The Trustee shall use its best

endeavours to ensure that all investments comply with Statutory Requirements and the Fund Investment Strategy at all times.

8.2 Payment of Expenses

The Expenses of the operation of the Fund shall be paid out of the Fund.

8.3 Moneys not immediately required

All moneys received by the Trustee that are not required to meet current payments may either be and remain on deposit in the name of the Trustee, or if permitted by Superannuation Law in the name of a nominee determined by the Trustee, or be reinvested in any manner in which the Trustee, if the Trustee was personally entitled to such assets, could invest, provided that such investments are not in breach of Superannuation Law or any other statutes. Without restricting the generality, such investments may include:

- (a) one or more of the types of investment authorised by law for the investment of trust funds;
- (b) a deposit with a bank, company or financial institution;
- (c) the purchase or acquisition of or at interest upon the security of real or personal property wheresoever situated;
- (d) shares, instalment warrants, notes, options, debentures or other securities of any company any government, or any semi-governmental body or public authority;
- (e) units of any common fund, property trust or unit trust,
- (f) policies of life insurance, assurance or endowment including policies providing a sum or sums on the death or disablement of a Member; or
- (g) policies of salary continuance insurance.

The Trustee shall have full power to deal with such investments fully and effectively, including transposing, replacing, selling or otherwise disposing or varying such investments to the full extent that there is no breach of the Statutory Requirements.

8.4 Acquisition of assets from related parties

The Trustee shall not intentionally acquire any asset from a Related Party of the Fund, other than an asset that is permitted to be acquired from a Related Party pursuant to the SIS Act.

8.5 Prohibited investments

The Trustee shall not permit the assets of the Fund to be invested in:

- (a) a loan to a Member or to any relative of a Member, or provide any other financial assistance to a Member or any relative of a Member; or
- (c) a loan to, or an investment in, or a lease with any Related Party of the Fund that does not comply with the Statutory Requirements; or
- (d) an investment not permitted by the Fund investment strategy or not permitted under Superannuation Law.

8.6 Allocated Investments

The Trustee may allocate a particular asset or investment, in whole or in part, to one or more Members who are entitled to that Allocated Investment and the amount attributable to the earnings and expenses applicable to that Allocated Investment shall be debited or credited against each such Member's account in a manner determined by, and at the sole discretion of, the Trustee.

8.7 Non-Allocated Investments

Earnings and expenses not allocated to a particular asset or investment shall be apportioned and allocated to each Fund Member's account in a manner determined by, and at the sole discretion of, the Trustee.

8.8 Tax Credits

Tax credits of the Fund shall be applied or apportioned in a manner determined by, and at the sole discretion of, the Trustee.

8.9 Borrowing

The Trustee shall only borrow money where such borrowing complies with the Statutory Requirements. Any borrowing that does not comply with Superannuation Law shall be immediately repaid.

8.10 Appointment of an Investment Manager

The Trustee may enter into an agreement with an Investment Manager whereby the money or investments of the Fund are placed under the control of the Investment Manager provided that the Trustee shall ensure the agreement contains adequate provisions to enable the Trustee to require the Investment Manager to provide information, whenever requested by the Trustee, concerning the making of and return on investments, and to provide information that allows the Trustee to assess the capability of the Investment Manager to manage investments.

8.11 Payment of a Pension

If the Trustee is requested by a Member to pay a pension to that Member, the Trustee may, with the agreement of the Member, either identify the assets of the Fund that are to be used for the payment of such pension and separately invest such assets as segregated current pension assets; or the Trustee may apportion the value of the assets and the income earned from the assets between all fund members.

9. ADMINISTRATION, DISCLOSURE AND AUDIT

9.1 Record Keeping

The Trustee shall ensure that records are kept that provide a complete record in respect of each Member of the Fund, and all other requirements for the period of time and in the form prescribed in the Statutory Requirements.

9.2 Appointment and Removal of an Auditor

The Trustee shall appoint an approved auditor of the Fund, as specified in the SIS Regulations, to carry out the audit of the Fund in accordance with the Statutory Requirements and shall give the auditor access to all such records and documents that are connected to the fund that shall enable the auditor to carry out the audit and to report to the Trustee in accordance with the Statutory Requirements.

The Trustee has the discretion to remove the auditor.

9.3 Preparation of Accounts and Statements

The Trustee shall ensure that such accounts and statements that are required to be prepared by the Fund by the Statutory Requirements at the end of each Financial Year are prepared within the specified time limits, and that the accounts and statements that are required to be audited are audited by an approved auditor.

9.4 Disclosure of Information by the Trustee

The Trustee shall disclose all information within the time and in the manner prescribed by the Statutory Requirements to each Member, Prospective Member, Non-Member Spouse or Employer and shall give access to each such person to all documentation that they are entitled to have access to pursuant to the Statutory Requirements.

The Trustee shall provide such information in the time and manner that is prescribed in the Statutory Requirements to the Regulator or any other relevant Statutory Authority.

9.5 Provision of Information by the Member

Every Member shall, where relevant, give to the Trustee such information and produce to it such documents as the Trustee considers are required for the purpose of putting the Fund and the Trust Deed into effect and for arranging insurances for the purposes of the Fund.

10. PAYMENT OF BENEFITS

10.1 Request from a Member

A Member can request payment of part or all of their Member Benefits, and the Trustee must comply with that request if the Member:

- (a) has unpreserved benefits, or satisfies a condition of release in respect of Preserved Benefits or Restricted Unpreserved Benefits;
- (b) retires and has reached their Preservation Age;
- (c) reaches the age of 65, or any other age as is prescribed in the Statutory Regulations; or
- (d) retires due to permanent incapacity.

The Trustee has absolute discretion to pay a Member such other benefits that are permitted by Statutory Requirements.

10.2 Payment Splits

Notwithstanding the requirements in 10.1, the whole or any part of a Member's accumulated contributions must be paid to a Member or a Non-Member Spouse in satisfaction of a Payment Split or in accordance with the Statutory Requirements.

10.3 How Benefits can be Paid

A Member's Benefits may be paid as one or more Income Streams or as one or more lump sum payments, or any combination of such methods of payment upon such terms and conditions that the Trustee and the Member agree upon in writing prior to the payment or prior to the benefits commencing to be paid. Where the payment is in the form of a pension or annuity the terms and conditions must comply with the relevant SIS Regulation.

Where any Benefit is paid as an income stream the terms and conditions may permit payments to be made to a Reversionary on the death of a Member, subject to the Statutory Requirements.

10.4 When a Member Dies

If a Member dies, their Member Benefits shall become payable.

In respect of payment of a Member's Benefit on the death of a Member:

- (a) a Member may nominate a Dependant or their legal personal representative as the person entitled to receive their Benefit in writing to the Trustee in a form that is approved by the Trustee;
- (b) a Member may make a binding death benefit nomination in writing that satisfies the Statutory Requirements;
- (c) a Member may revoke or replace any nomination previously made at any time before their death.

Where a Member has made a binding death benefit nomination that is a valid binding death benefit nomination at the time of their death, the Trustee must pay the Benefit to the nominated Dependant or legal personal representative of the Member and the Trustee shall, where practicable for the Fund to do so, endeavour to make such payment or payments in accordance with any method of payment nominated by the Member.

Where a Member does not have a valid binding death benefit nomination at the time of their death, the Trustee, after considering any non-binding death benefit nominations, shall have absolute discretion to pay the Benefit in the form of one or more Income Streams or as a lump sum payment or in a combinations of such methods to one or more of such nominated beneficiaries (if any) or any other Dependant or legal personal representative of the Member.

10.5 Payments other than in Cash

The Trustee may, provided that the Member or beneficiary consents, in lieu of paying the whole or part of any Benefit in cash, transfer any of the assets of the Fund to a person entitled to receive a payment from the Fund.

11. UNCLAIMED BENEFITS

The Trustee must comply with the Statutory Requirements in relation to unclaimed money.

12. TERMINATION OF THE FUND

The Fund shall be wound up upon the event of any of the following circumstances:

- (a) The Trustee determines that the fund is insolvent and it resolves to wind up the fund;
- (b) The Trustee decides that it is appropriate to, and resolves to terminate the fund;
- (c) The Fund has no Members and the Trustee resolves to terminate the fund; or
- (d) The Fund is required to be wound up due to the Statutory Requirements.

13. SUPERANNUATION STANDARDS

13.1 Compliance with Statutory Requirements

Notwithstanding anything express or implied to the contrary within the Deed the Trustee will at all times administer the Fund to comply in all respects with Superannuation Law and any other relevant Statutory Requirements that apply at a particular time. This requirement overrides all other provisions of the Deed and any Rules to the Deed. If there is any inconsistency between the provisions of this Deed and Rules and the Statutory Requirements, the Trustee shall unless act in accordance with the Statutory Requirements, subject always to the right of the Trustee to elect otherwise having regard to such advice as it has received that it deems appropriate.

13.2 Where the Deed is silent

Where this Deed is silent on a matter contained in Superannuation Law or other relevant Statutory Requirements, the Trustee may act in accordance with SIS or other Statutory Requirements, notwithstanding the non-existence of a power in this Deed.

13.3 Inconsistencies

In the event of inconsistency between the provisions of the Deed and the Statutory Requirements, the Trustee shall act in accordance with the Statutory Requirements unless Rule 13.1 applies.

13.4 Changes to Superannuation Law

This Deed automatically imports any amendments or other changes to Superannuation Law and any other Statutory Requirements as and when they occur unless the Trustee resolves otherwise.