
PEYARNA SUPERANNUATION FUND

DEED OF ESTABLISHMENT

THIS DEED OF ESTABLISHMENT is made on the date specified in Schedule A as the Date of Deed.

BY:

The person named and described in Schedule A as the Trustee

RECITALS:

- A** The Trustee has decided to establish a superannuation fund to be maintained solely for the purpose of providing superannuation benefits for Members in the event of their retirement from Gainful Employment, for the Dependants of Members in the event of the death of a Member and for other purposes permitted under the Relevant Law.
- B** The Trustee has determined to act as Trustee in accordance with the provisions of this Deed.

IT IS DECLARED:

1. ESTABLISHMENT

The Trustee establishes the Fund which commences on the Date of Deed specified in Schedule A.

2. RULES

The Fund shall be maintained, managed and administered pursuant to the rules set out in Annexure A, which forms part of this Deed.

EXECUTED as a Deed.

EXECUTED BY PEYARNA PTY LTD)
(ACN 150 148 879) as Trustee in)
accordance with the Corporations Act:)


Director

LANCE WILLIAM CROFTON
Full name


Director/Secretary

TANYA OODMAN
Full name

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100-100-100-100



ANNEXURE A

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1 DIVISIONS OF DEED

This Deed is divided into two divisions. Division A governs the management and administration of the Fund and Division B governs the determination and payment of Benefits.

2 PURPOSE

2.1 Purpose of Fund

The Trustee must maintain the Fund solely for the purpose of providing superannuation benefits for Members in the event of their retirement from Gainful Employment, for the Dependants of Members in the event of the death of a Member and for other purposes permitted under the Relevant Law, provided that while the Trustee is not a Constitutional Corporation, the sole or primary purpose of the Fund will be the provision of old-age pensions within the meaning of the Relevant Law.

2.2 Maintenance of the Fund as a Self Managed Superannuation Fund

The Trustee must manage the Fund and must exercise its powers and discretions so as to ensure that at all times, subject to clause 2.3, the Fund is a Self Managed Superannuation Fund.

2.3 Ceasing to be a Self Managed Superannuation Fund

If:

- (a) the Trustee considers that it is not possible or not reasonably practicable for the Fund to continue to be a Self Managed Superannuation Fund; or
- (b) all of the Members so request in writing,

the Trustee and the Members must do all such things as are required for the Fund to commence to meet the requirements under the Relevant Law to be another type of regulated superannuation fund, including amending this Deed, notifying the Regulator and applying for such approvals as are required in the circumstances under the Relevant Law, and appointing a replacement trustee which meets the requirements under the Relevant Law applicable to the trustee of the relevant type of regulated superannuation fund.

3 COVENANTS

The Trustee for itself, its successors and assigns covenants with the Members to perform and observe the covenants, trusts and conditions of this Deed and the covenants and obligations imposed by the Relevant Law so far as they are or ought to be observed by the Trustee, including the following covenants:

- (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 and Beneficiaries;
- (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 an Employer, or an associate of an Employer;
- (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;
- (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 - 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 or Beneficiary access to any prescribed information or any prescribed documents.

DIVISION A MANAGEMENT AND ADMINISTRATION**4 INTERPRETATION - DEFINITIONS**

In this Deed, unless the context otherwise requires:

Account means an account established under this Deed;

Account-Based Pension means a Pension which complies with clause 28;

Accumulation Account means an account established in respect of a Member or Beneficiary under clause 12.1;

Actuary means a person so appointed (if any) under clause 20.1;

Administration Manager means a person so appointed (if any) under clause 20.2;

Annuity has the meaning given to it in the Relevant Law;

Anti-Detriment Payment means an amount paid by the Trustee on the death of a Member by way of an increase to the lump sum Benefit so that the amount of the lump sum Benefit is the amount that the Fund could have paid on the death of the Member if no tax had been payable on amounts included in Contributions to the Fund in respect of the Member that were assessable income of the Fund;

Approved Benefit Arrangement means a fund, account or benefit arrangement to or from which a Benefit or a Benefit Entitlement may be rolled-over or transferred without causing the Fund to be in breach of or to fail to comply with the Relevant Law, including without limitation:

- (a) the Fund;
- (b) another Complying Superannuation Fund;
- (c) a fund which is an approved deposit fund for the purposes of the Relevant Law;
- (d) an account which is a retirement savings account for the purposes of the Retirement Savings Account Act 1997;
- (e) an Annuity arrangement; and
- (f) an Eligible Roll-Over Fund;

Auditor means a person so appointed (if any) under clause 20.1;

Beneficiary means a person presently and absolutely entitled to receive a Benefit at the relevant time including a Pensioner but not including a person who is a Member at that time unless the Benefit to which the Member is entitled has arisen in relation to another Member;

Benefit means an amount payable by the Trustee out of the Fund under this Deed to or in respect of a Member or Beneficiary;

Benefit Entitlement means an amount held in the Fund which may become payable to a Member, Dependant or Beneficiary but to which the person has not become absolutely and indefeasibly entitled including a contingent right to payment of the amount;

Binding Death Benefit Notice means a notice given by a Member or Beneficiary to the Trustee as provided in clause 33.1;

Child has the meaning given to it in SIS;

Co-Contribution means a payment made to the Fund by the Commonwealth Government pursuant to any arrangement under which the Commonwealth Government makes a superannuation contribution for or in respect of a Member;

Commissioner means the Commissioner of Taxation or any duly appointed delegate;

Complying Superannuation Fund has the meaning given to it in the Relevant Law;

Constitutional Corporation has the meaning given to it in the Relevant Law;

Contribution Split means the splitting of Contributions by a person in whole or in part in favour of the person's Spouse as permitted under the Relevant Law;

Contribution Splitting Application means an application lodged by a Member with the Trustee requesting the Trustee to give effect to a Contribution Split;

Contributions means gross payments to the Fund by Members, Spouses of Members, Employers, and other persons in respect of Members in accordance with the provisions of this Deed prior to the deduction of any Taxation payable in respect of those contributions and includes a Co-Contribution and a payment made to the Fund in consequence of a Contribution Split by the Spouse of a Member in favour of the Member;

Deed means this document and any authorised alterations, additions, amendments, modifications or variations to it;

Dependant in relation to a Member, Beneficiary or former Member (in this definition referred to as the **primary person**) means:

- (a) the Spouse of the primary person;
- (b) a Child of the primary person;
- (c) any person with whom the primary person has or had an interdependency relationship within the meaning given to it in the Relevant Law at the relevant time;

- (d) any other person who, in the opinion of the Trustee, was substantially dependent on the primary person at the relevant time; and
- (e) any other person who qualifies as a dependant of the primary person for the purposes of the Relevant Law;

Directors means the directors or board of management for the time being of the Trustee and Director has a corresponding meaning;

Disqualified means, in relation to a person or an entity, disqualified for the purposes of SIS;

Eligible Roll-Over Fund has the meaning given to it in SIS;

Employee means an employee for the purposes of such provisions of the Relevant Law as apply in the circumstances;

Employer has the meaning given to it in the Relevant Law;

Employment Termination Payment has the meaning given to it in the Tax Act;

Financial Assistance means financial assistance granted to the Fund under any arrangement administered by a Regulator;

Forfeiture Account means an account established under clause 26.3;

Full-Time Gainful Employment in relation to a Member means full-time Gainful Employment as defined in the Relevant Law;

Fund means the fund established by this Deed, the name of which is specified in Schedule A;

Fund Earning Rate means the earning rate for the Fund (which may be negative) determined under clause 12.4(c) and, where the context requires, includes an interim Fund Earning Rate determined under clause 12.4(f);

Fund Year means a period of twelve months ending on 30 June, or such other period ending on such other date as the Trustee may from time to time determine;

Gainful Employment in relation to a Member means engagement in any business, trade, profession, vocation, calling, occupation or employment for gain or reward to the extent required by the Relevant Law;

Guarantee Act means the Superannuation Guarantee (Administration) Act 1992 and any regulations made under that Act;

Income Stream means a Pension or an Annuity within the meaning of clause 27.1;

Individual Trustee means an individual who is appointed to be a Trustee;

Insurer means an insurer (if any) with whom the Trustee effects a Policy or Policies;

Investment Manager means a person so appointed (if any) under clause 20.3;

Legal Personal Representative means a person who is a legal personal representative for the purposes of the Relevant Law;

Levy includes a levy payable by the Fund to the Regulator in accordance with the Relevant Law or any other legislation or regulations which impose a levy or levies on the Fund;

Market Linked Pension means a Pension that complies with clause 30;

Member means a person who has been accepted as a member of the Fund under clause 8 and who has not ceased to be a member of the Fund under clause 10, and Membership means membership of the Fund;

Non-Binding Death Benefit Notice means a notice given by a Member or Beneficiary to the Trustee as provided in clause 33.2;

Non-Commutable Account-Based Pension means a pension payable under clause 29 to a Member who has attained their Preservation Age;

Non-Commutable Market Linked Pension means a pension payable under clause 30.4;

Non-Preserved Amount means an amount including a Roll-Over Superannuation Benefit payable to or in respect of a Member or Beneficiary which is not subject to any cashing restrictions at the time of payment in accordance with the Relevant Law;

Normal Retirement Age means the age of 65 years or such other age being not less than 55 years as is acceptable under or required by the Relevant Law and as the Trustee may determine;

Part-Time Gainful Employment in relation to a Member means Gainful Employment during a financial year:

- (a) in respect of Contributions, for such number of hours or on such basis as is prescribed under the Relevant Law;
- (b) in respect of Benefits, for such number of hours or on such basis as is prescribed under the Relevant Law;

Payment Split means an allocation of a superannuation interest to a current or former spouse, (whether or not they are a Member), made as a result of:

- (a) a court order altering the property interests of the parties to a marriage under Relevant Family Law; or
- (b) a superannuation agreement under Relevant Family Law;

Pension means a pension of one of the types specified in clause 27.2;

Pensioner means a Member or a Reversionary Beneficiary in receipt of a Pension from the Fund;

Pension Account means an account established in respect of a Pensioner under clause 27.3;

Permanent Incapacity:

- (a) has the meaning given to it or to a corresponding term in any Policy effected by the Trustee with an Insurer in respect of a Member and in force at the time of the incapacity of the Member; or
- (b) has the meaning given to it in SIS;

Policy means a policy of assurance including a policy on the life of a Member for endowment, term, disablement, accident or sickness insurance, effected either as an individual policy or as a group policy, a policy covering any two or more of the foregoing risks and a policy which provides that Benefits are payable to the Trustee on the death or disablement of a Member;

Preservation Age in relation to a Member has the meaning given to it in the Relevant Law;

Preserved Payment means a payment made to the Fund by an Employer or a Member or by transfer from an Approved Benefit Arrangement which is required to be preserved as provided for in this Deed in order for the Fund to be a Complying Superannuation Fund and Preserved Payment Benefit means a Benefit arising from a Preserved Payment;

Regulator means, as the case requires, the Commissioner of Taxation, the Australian Prudential Regulation Authority, the Australian Securities and Investments Commission or such other regulatory body with responsibility for administration of superannuation and the Fund;

Relative in relation to a person has the meaning given to it in the relevant context by SIS;

Release Authority means a release authority given to the Trustee under the Tax Act;

Relevant Family Law means the Family Law Act 1975, regulations made under that Act and any other provisions of the Relevant Law which govern superannuation and family law;

Relevant Law means:

- (a) SIS, Corporations Act 2001, Corporations Regulations 2001, Relevant Family Law, Financial Sector (Collection of Data) Act 2001, Superannuation (Resolution of Complaints) Act 1993, Bankruptcy Act 1966, Social Security Act 1991, Veterans' Entitlements Act 1986, Tax Act and any other present

or future legislation which the Trustee must comply with in order for the Fund to:

- (i) qualify for concessional Taxation treatment as a Complying Superannuation Fund;
 - (ii) avoid any penalty, detriment or disadvantage which is or may become payable or imposed in connection with the Fund or anything done or to be done under this Deed; or
 - (iii) meet any other requirements of the Regulator; and
- (b) in relation to the collection, holding, use and disclosure of personal information as defined in the Privacy Act 1988, the National Privacy Principles and any other provisions of that Act,

and includes any proposed requirements, rulings, announcements or obligations which the Trustee believes will have effect retrospectively;

Reserve Account means an account established under clause 12.5;

Retires from Employment in relation to the payment of Benefits on the retirement of a Member has the meaning given to in the Relevant Law;

Reversionary Beneficiary means a Dependant nominated by a Pensioner or determined by the Trustee as the person who is to receive the Pension upon the death of the Pensioner;

Roll-Over Superannuation Benefit has the meaning given to it in the Tax Act;

Self Managed Superannuation Fund has the meaning given to it in SIS;

Shortfall Component has the meaning given to it in the Guarantee Act;

SIS means the Superannuation Industry (Supervision) Act 1993 and the Superannuation Industry (Supervision) Regulations 1994 and any other regulations or statutory instruments made under the Superannuation Industry (Supervision) Act 1993;

Spouse has the meaning given to it in SIS;

Superannuation Income Stream Benefit has the meaning given to it in the Tax Act;

Superannuation Lump Sum has the meaning given to it in the Tax Act;

Tax Act means the Income Tax Assessment Act 1936 or the Income Tax Assessment Act 1997, as appropriate, and any regulations issued under those Acts;

Tax File Number has the meaning given to it in SIS;

Taxation includes income tax, any surcharge, any excess contributions tax or other amount of whatever description levied on the Fund, the Trustee, any Member, former Member or Beneficiary under the Tax Act, the Superannuation Contributions Tax Imposition Act 1997, the Superannuation Contributions Tax (Assessment and Collection) Act 1997 and related legislation (including provisional or advance payments required under that legislation), capital gains tax, tax on Eligible Termination Payments, tax on Employment Termination Payments, payroll tax, land tax, stamp duty, goods and services tax and any other taxes or duties of whatever description paid or payable by the Trustee on behalf of the Fund or, where applicable, by any Member, former Member or Beneficiary;

Terminal Medical Condition has the meaning given to it in SIS;

Temporary Incapacity:

(a) has the meaning given to it or to a corresponding term in any Policy effected by the Trustee with an Insurer in respect of a Member and in force at the time of the incapacity of the Member; or

(b) has the meaning given to it in SIS;

Trustee means the trustee or trustees for the time being of the Fund whether original, additional or substituted;

Unclaimed Benefits means Benefits described as unclaimed money in the Relevant Law;

5 INTERPRETATION - GENERAL

5.1 Plural and Gender of Words

In this Deed, unless inconsistent with the subject matter or context, words importing one gender include the other gender and words importing the singular number include the plural number and vice versa.

5.2 Including and Includes

In this Deed, the words "including" and "includes" are not words of limitation.

5.3 Headings to Clauses

The headings in this Deed are for convenience only and must not affect the interpretation of this Deed.

5.4 Defined Words

For convenience, the first letters of words and expressions defined in this Deed are indicated by capital letters, but the absence of a capital letter does not alone imply

that the word or phrase is used with a meaning different from that given by its definition.

5.5 Statutory Enactments

References to any statutory enactment must be construed as references to that enactment as amended, modified or re-enacted from time to time and include any enactment in substitution or replacement for such statutory enactment. Any reference in this Deed to a provision of an enactment includes the relevant provision of the enactment as amended, modified or re-enacted or of any enactment in substitution for that provision.

5.6 Fund Subject to Relevant Law

- (a) The provisions in this Deed are to be read subject to the Relevant Law.
- (b) This Deed must be read and construed on the basis that the Relevant Law is deemed to be incorporated into the Deed to the extent that it imposes covenants or obligations on the Trustee in order for the Fund to operate as a Self Managed Superannuation Fund (unless the Trustee and the Members have determined that the Fund should cease to be a Self Managed Superannuation Fund and to commence to be another type of regulated superannuation fund as contemplated by clause 2.3), to qualify for concessional Taxation treatment and to satisfy any other requirements of the Regulator and this Deed must be further read and construed on the basis that:
 - (i) where there is any inconsistency between a provision in this Deed and the Relevant Law, the latter prevails to the extent of the inconsistency; and
 - (ii) in the event of any doubt arising as to the effect of the Relevant Law or if there is an inconsistency between the Relevant Law and a provision of this Deed, the decision of the Trustee is final.
- (c) This Deed must not be read or construed and no such provision of the Relevant Law may be so incorporated if to do so would constitute a breach of the power granted by clause 37 to add to, amend, alter, modify, rescind or vary the provisions of this Deed.

5.7 Superannuation Guarantee Legislation

The Trustee must administer the Fund in order to facilitate the acceptance of Contributions in accordance with the Guarantee Act and must provide all certificates, reports and other information required under the Guarantee Act.

6 GENERAL PROVISIONS

6.1 Exercise of Trustee's Rights and Conduct of Proceedings

Subject to the Relevant Law, all powers, rights, decisions, discretions, appointments and other authorisations of whatsoever nature or kind granted to or conferred on the Trustee by, under or for the purposes of this Deed may be fully and effectively exercised, made, done or performed by or on behalf of the Trustee:

- (a) where the Trustee is a company, then by the Directors acting in accordance with its constitution or by any person or persons having the authorisation of such Directors to so act on their behalf; or
- (b) where the Trustee consists of Individual Trustees, then:
 - (i) at a meeting of such persons where decisions are to be made as provided in clause 6.2 or as otherwise required by the Relevant Law;
 - (ii) the quorum for a meeting of the Individual Trustees shall be at least 75% of the Individual Trustees then holding office;
 - (iii) the Individual Trustees may meet in person or by using any technology that gives each Individual Trustee a reasonable opportunity to participate in the meeting;
 - (iv) if all of the Individual Trustees have signed a written resolution, such resolution shall be taken to have been passed upon being signed by the last of the Individual Trustees to sign. Such written resolution may take the form of a single document or a number of documents in substantially similar form.

6.2 Voting

Where the Trustee consists of Individual Trustees, then each Individual Trustee shall have such number of votes as is equal to the value in dollars of the total balances of each of the Accounts maintained in respect of the Individual Trustee (rounded up to the nearest dollar) at the time at which the vote is taken, but if there is a dispute between the Individual Trustees as to the value of such balances, then the value shall be the value on the date as at which the balances of Member Accounts were last determined by the Trustee and notified to Members.

6.3 Rights of Members

The provisions of this Deed do not in any way affect the right of a Member or any person on behalf of a Member or any other person to claim compensation or damages under any Act of Parliament or at common law or in circumstances where the Member is injured or dies as a result of an event arising out of or in the course of the employment of the Member.

6.4 Inquiries, Complaints and Disputes

- (a) If required by the Relevant Law, the Trustee must ensure that there are in force arrangements to deal with inquiries or complaints from Members, Dependants or Beneficiaries in the circumstances and within the time limits required by the Relevant Law.
- (b) Subject to the Trustee's right to determine in its discretion to appeal against any decision of a court, the Trustee must ensure that it implements any decision of a court as required by that court.

6.5 Family Law

- (a) Subject to the following provisions of this clause 6.5, despite any other provisions of this Deed, the Trustee is empowered to undertake and complete any actions in relation to the Fund or the Benefits or Benefit Entitlement of any Member or Beneficiary required in accordance with the Relevant Family Law.
- (b) The Trustee may at any time and from time to time elect under this clause 6.5(b) for the purposes of the Relevant Family Law that this Deed will not have operation to permit the Trustee to establish a new interest in the Fund from the interest of a Member or Beneficiary on the request by the Spouse of the Member or Beneficiary under the Relevant Family Law.
- (c) The Trustee may at any time and from time to time determine to revoke an election made under clause 6.5(b).

7 PROPER LAW

This Deed is governed, must be construed and takes effect in accordance with the laws of the State or Territory of the Commonwealth of Australia specified in Schedule A. The Trustee, Members and Beneficiaries must accept the jurisdiction of the courts of that State or Territory. The provisions of section 35B of the Trustee Act of South Australia 1936 do not apply to this Deed.

8 MEMBERSHIP OF FUND

8.1 Members

Subject to the following provisions of this clause 8, the Trustee may invite such persons to become Members as the Trustee in its absolute discretion determines. Such persons may include persons who are under a legal disability, whether by reason of age or for some other reason. The Trustee may only accept a person as a Member where:

- (a) on acceptance, the total number of Members will not exceed 4 persons;

- (b) the person is not Disqualified from holding the office as an Individual Trustee, or as a Director of a Constitutional Corporation which is the Trustee;
- (c) if the person is an Employee of any other person who is a Member, the person and the other person are Relatives; and
- (d) the Trustee is satisfied that the person will, at the time of being accepted as a Member, also become an Individual Trustee or a Director of the Trustee under clause 14 or will satisfy the conditions of clause 14.8.

The Trustee must require such persons to complete an application for Membership in the form of Schedule B or in such other form as the Trustee determines from time to time.

8.2 Admission to Membership

- (a) On receipt of an application for Membership under clause 8.1, the Trustee may determine to admit the applicant to Membership of the Fund.
- (b) The Member will be deemed to have joined the Fund on a date determined by the Trustee or, where the Trustee makes no such determination, on the date the completed application for Membership is received.
- (c) Subject to any other conditions which may be applied under this Deed, the Trustee may:
 - (i) impose such conditions on an applicant's admission and the rights and duties of the applicant as a Member as it determines;
 - (ii) limit and impose such conditions on Benefits as it determines; and
 - (iii) remove or vary all or any such conditions at any time.
- (d) On admission to Membership, a Member is bound by this Deed in all respects as if the Member were an original party to the Deed.

8.3 Members and Beneficiaries to Provide Information

- (a) Each applicant for Membership and any Beneficiary must, if requested by the Trustee:
 - (i) furnish such information as the Trustee deems necessary for the purposes of any investigation or otherwise in connection with the Fund; and
 - (ii) submit to any medical examinations by a registered medical practitioner acceptable to the Trustee which are required by the Trustee.

- (b) Where a Member or Beneficiary fails to comply with the provisions of this clause 8.3, or fails to provide the Trustee with the Member's or Beneficiary's Tax File Number, the Trustee may:
- (i) suspend the collection of any Contributions in respect of that Member;
 - (ii) withhold any Benefits in respect of that Member or Beneficiary; and
 - (iii) impose such other conditions on the continued Membership of that Member or on the Beneficiary,
- as the Trustee deems appropriate.

8.4 Incorrect or Misleading Information

Where a Member or Beneficiary furnishes information required by the Trustee which affects or is likely to affect the Benefits payable to or in respect of the Member or Beneficiary; and

- (a) the information supplied is incorrect or misleading; or
- (b) any relevant information is deliberately withheld,

the Trustee may in its absolute discretion alter or amend the Benefits to amounts that would have applied had full and accurate information been supplied.

8.5 Information about Employment Status

A Member must inform the Trustee as soon as practicable after the Member ceases Part-Time Gainful Employment or Full-Time Gainful Employment after age 65 years.

8.6 Anticipated Change of Status

A Member must inform the Trustee as soon as practicable of any event which has or may have effect that:

- (a) the Member becomes an employee of any other Member where the Member is not a Relative of the other Member; or
- (b) the Member becomes Disqualified from holding the office as an Individual Trustee, or as a Director of a Constitutional Corporation which is the Trustee.

8.7 Status as Self Managed Superannuation Fund

- (a) If at any time, a Member ceases to satisfy clauses 8.1(b) or 8.1(c) the Trustee and the Members must complete such arrangements as are necessary to ensure that the Membership of the Fund as a whole satisfies

those requirements by no later than 6 months after the Member ceased to satisfy those requirements or by such other time as is prescribed under the Relevant Law as the time by which the trusteeship of the Fund must meet the trusteeship requirements for Self Managed Superannuation Funds under the Relevant Law.

(b) For the purposes of clause 8.7(a):

- (i) a Member may request that all the Member's Benefits or Benefit Entitlement be paid in accordance with Division B of this Deed or be transferred or rolled-over to an Approved Benefit Arrangement under clause 23; or
- (ii) the Trustee may transfer a Member's Benefit Entitlement or roll-over a Member's Benefit to an Eligible Roll-Over Fund under clause 24.2.

9 MEMBERSHIP NOTIFICATION REQUIREMENTS

9.1 Notice to New Members

Before or, where the Relevant Law permits, as soon as practicable after the admission of a person as a Member, the Trustee must arrange for the person to be given a written statement containing information and details relating to the Fund as required by the Relevant Law.

9.2 Disclosure and Reporting Requirements

The Trustee must arrange for Members, former Members and Beneficiaries to be provided with information in writing or copies of accounts, records or documents of the Fund as required by the Relevant Law on an annual basis and on other occasions and in such manner required by the Relevant Law.

9.3 Notice to Former Member

As soon as practicable after a person ceases to be a Member, the Trustee must arrange for the former Member or the Legal Personal Representative of the former Member to be given a written statement containing such information and details relating to the Benefits of the former Member required by the Relevant Law.

9.4 Disclosure Limitation

No Dependant of a Member is entitled to obtain information in respect of any details of the operation of the Fund or any matter which may relate to the conduct of the Fund which in the opinion of the Trustee it would be inappropriate to disclose other than as is provided for by this clause 9.

9.5 Inspection of Trust Deed and Other Documents

A copy of this Deed, any other documents as required by the Relevant Law and any trust documents must be made available for inspection by any Member. A copy of this Deed and any other documents required by the Relevant Law must be made available for inspection by a Beneficiary on the request of the Beneficiary and unless otherwise required by the Relevant Law, it is sufficient for the purposes of this clause 9.5 to make a copy of this Deed or such documents available to the Member or Beneficiary for inspection at the office of the Trustee or at the place of business of an Individual Trustee during hours when that office or business is open.

10 CESSATION OF MEMBERSHIP

10.1 Cessation

A person ceases to be a Member on the earliest to occur of the following:

- (a) on the person ceasing to be an Individual Trustee or a Director of a Constitutional Corporation which is the Trustee, unless the conditions of clause 14.8 are satisfied;
- (b) unless the Trustee otherwise determines, the date on which payment of all the Member's Benefit is made to the Member or to an Approved Benefit Arrangement on behalf of the Member;
- (c) the death of the Member; and
- (d) unless the Trustee otherwise determines, the date when Benefits payable to or on behalf of a Member cease to be payable.

10.2 Anticipated Change of Status

A Member must, in conjunction with the Trustee, ensure that the Member ceases to be a Member prior to, or as soon as practicable after the occurrence of any event which would have the effect that:

- (a) the Member becomes an employee of any other Member where the Member is not a Relative of the other Member; or
- (b) the Member becomes Disqualified from holding the office as an Individual Trustee, or as a Director of a Constitutional Corporation which is the Trustee.

11 THE FUND

11.1 Fund Vested in Trustee

The Fund is vested in and must be managed by the Trustee on the terms and conditions and subject to the trusts, powers, authorities and discretions contained in this Deed.

11.2 Fund Assets

The gross assets of the Fund consist of all the cash, investments and other property held by or on account of the Trustee on the trusts of this Deed and include:

- (a) the amount, if any, standing or transferred to the credit of the Fund at or after the date on which this Deed comes into effect;
- (b) such Contributions as the Members make to the Fund at any time;
- (c) such Contributions as an Employer makes to the Fund at any time in respect of a Member;
- (d) such Co-Contributions as are made to the Fund at any time;
- (e) such Contributions resulting from a Contribution Split by a Spouse of a Member in favour of the Member as are received by the Fund at any time from another Complying Superannuation Fund;
- (f) interest, dividends and distributions of income arising from any investment and the accumulation of that income;
- (g) profits and other benefits arising from any investment and the accumulation of those profits;
- (h) the proceeds (including bonuses) of any Policy held by the Fund;
- (i) money, investments and other property transferred to the Fund as a Roll-Over Superannuation Benefit or otherwise;
- (j) any Shortfall Components received by the Fund;
- (k) any Financial Assistance received by the Fund; and
- (l) any other Contributions or amounts permitted under this Deed and the Relevant Law.

12 FUND ACCOUNTS

12.1 Accumulation Accounts

The Trustee must establish an Accumulation Account for each applicable membership class in respect of each Member, including such sub-accounts as the Trustee considers necessary or desirable for the administration of the Fund.

12.2 Credits to Accumulation Accounts

The following amounts will be credited to the appropriate Accumulation Account:

- (a) any amount paid into the Fund in respect of a Member as a transfer or a Roll-Over Superannuation Benefit which the Trustee considers it appropriate to credit;
- (b) any Contributions made by a Member;
- (c) any Contributions made in respect of a Member by an Employer;
- (d) any Co-Contribution received in respect of a Member;
- (e) such Contributions resulting from a Contribution Split by a Spouse of a Member in favour of the Member as are received by the Fund at any time from another Complying Superannuation Fund;
- (f) the proceeds of any Policy or Annuity effected by the Trustee in respect of a Member or Beneficiary and paid to the Trustee which the Trustee considers it appropriate to credit;
- (g) such positive earnings as are determined by the Trustee in accordance with clauses 12.4, 12.6 and 15.4(e);
- (h) any forfeited amounts allocated to but not paid directly to the Member or Beneficiary under clause 26.4;
- (i) any amounts transferred from the Pension Account of a Beneficiary;
- (j) any Shortfall Component paid in respect of the Member;
- (k) any amount of Financial Assistance determined by the Trustee to be appropriate to credit;
- (l) any other Contributions made in respect of the Member and permitted under this Deed and the Relevant Law;
- (m) such part of the proceeds from the commutation of a Pension as the Trustee has determined to transfer to the Accumulation Account under clause 28.3(b)(ii) or such other applicable clause;
- (n) any amounts transferred from a Reserve Account; and

- (o) such other amounts as the Trustee may from time to time determine.

12.3 Debits to Accumulation Accounts

The following amounts will be debited to the appropriate Accumulation Account:

- (a) any amount paid out of the Fund in respect of a Member or Beneficiary as a transfer or Roll-Over Superannuation Benefit which the Trustee considers it appropriate to debit;
- (b) any Benefit payments made to or in respect of a Member or Beneficiary, other than payments from a Pension Account;
- (c) the costs of any Policy or Annuity effected by the Trustee in respect of the relevant Member or Beneficiary, subject to clause 12.4(b)(iv);
- (d) such proportion of any amount payable by way of Taxation in respect of Contributions or any Shortfall Component paid to the Fund or earnings of the Fund credited to the Accumulation Account or arising as a result of a Roll-Over Superannuation Benefit as the Trustee may determine;
- (e) such of the costs, charges and expenses incurred under clause 19 or an appropriate portion thereof as the Trustee may determine;
- (f) the amount of any lien exercised under clause 18 or an appropriate portion thereof as the Trustee may determine;
- (g) any amount forfeited under clauses 26.1, 26.2 or 33.4(c)(ii);
- (h) such negative earnings as may be determined by the Trustee in accordance with clauses 12.4, 12.6 or 15.4(e);
- (i) any amount paid in respect of the Trustee indemnity under clause 18 or an appropriate portion thereof as the Trustee may determine;
- (j) any amount transferred to the Pension Account of a Beneficiary;
- (k) the amount of any Levy determined by the Trustee to be appropriate to debit;
- (l) the amount of any Taxation attributable to the Member or Beneficiary;
- (m) the amount of any Contributions which are the subject of a Contribution Splitting Application from a Member and which are paid by the Trustee to another Complying Superannuation Fund or to the account of the Member's Spouse within the Fund in accordance with such application;
- (n) such amount as is referred to in a Release Authority given by a Member or Beneficiary to the Trustee, and which is paid by the Trustee to the Member or Beneficiary or to the Commissioner in accordance with such Release Authority; and

- (o) such other amounts as the Trustee may determine from time to time.

12.4 Income Account

- (a) The Trustee must establish an Income Account for the Fund to which the following, subject to clause 15.4(e), will be credited:
- (i) all income and profits of the Fund each Fund Year;
 - (ii) any credits arising out of adjustments under clause 12.6;
 - (iii) any amount transferred from a Reserve Account under clause 12.5;
 - (iv) the proceeds of any Policy effected by the Trustee where the Trustee determines that it should not be credited to any other Account; and
 - (v) any Financial Assistance received by the Fund and not credited to any other Account,

and profits of the Fund include any surplus arising from a valuation undertaken at any time during the year in accordance with clause 12.8.

- (b) The Income Account will, subject to clause 15.4(e), be debited with the following:
- (i) any loss sustained on the disposal of any investments of the Fund;
 - (ii) any costs or charges incurred under clause 19.2 which are not debited to any other Account;
 - (iii) any debits arising out of adjustments under clause 12.6;
 - (iv) the cost of any Policy effected by the Trustee where the Trustee determines that it should not be debited to any other Account;
 - (v) any deficiency arising from a valuation undertaken under clause 12.8;
 - (vi) any amount payable or which may become payable by way of Taxation in respect of Contributions, Shortfall Components and income and profits of the Fund which are not debited to any other Account as the Trustee determines to be equitable;
 - (vii) any amount of Levy payable by the Fund and not debited to any other Account; and
 - (viii) any income transferred from the Income Account to a Reserve Account.

- (c) Following the debiting of the Income Account under clause 12.4(b) at the end of each Fund Year the Trustee must determine the Fund Earning Rate, after taking into account such provisions or reserves for future contingencies as the Trustee considers reasonable.
- (d) Subject to clause 15.4(e), an amount determined by application of the Fund Earning Rate must be allocated from the Income Account to each Accumulation Account and Pension Account in proportion to the amount standing to the credit of that account at the beginning of the Fund Year in respect of which the distribution is being made, an appropriate adjustment being made for amounts (if any) credited or debited to the account since that date.
- (e) Any amount remaining in the Income Account after distribution of earnings under clause 12.4(d) must be transferred to a Reserve Account established under clause 12.5.
- (f) In the event that the Trustee is required to establish a Fund Earning Rate in respect of a part of a Fund Year, then such interim Fund Earning Rate for that period will be determined by the Trustee in accordance with the Relevant Law on a basis which the Trustee considers to be equitable. The Trustee must, when required by the Regulator or the Relevant Law, notify the Members of the basis of the calculation of the interim Fund Earning Rate.

12.5 Reserve Account

- (a) The Trustee has power at any time to establish one or more Reserve Account(s) of the Fund. Subject to the Relevant Law, a Reserve Account may be credited with the following:
 - (i) an amount transferred from the Income Account under clause 12.4;
 - (ii) some or all of the proceeds of any Policy;
 - (iii) such portion as the Trustee considers appropriate of an amount paid into the Fund as a transfer or Roll-Over Superannuation Benefit;
 - (iv) an amount transferred from the Forfeiture Account under clause 26.4(f); and
 - (v) such other amounts as the Trustee considers appropriate.
- (b) Money held in a Reserve Account does not form part of any Accumulation Account or Pension Account. Any income earned by the Fund on the money held in a Reserve Account must be credited to that Reserve Account.

- (c) A Reserve Account may, at the discretion of the Trustee, be used for the following purposes:
- (i) to generally give effect to any reserving strategy established by the Trustee to stabilise the investment earnings of the Fund;
 - (ii) to maintain a solvency or other reserve as the Trustee determines to be necessary or appropriate in connection with the payment of a Pension from the Fund;
 - (iii) to make an Anti-Detriment Payment;
 - (iv) to provide for such contingencies as the Trustee may determine;
 - (v) to augment the Fund Earning Rate;
 - (vi) to meet any Taxation payments payable by the Fund;
 - (vii) to pay any expenses or charges payable by the Fund;
 - (viii) to or for the benefit of any Member, Pensioner, Beneficiary or former Member including augmentation of an Accumulation Account or Pension Account or on any other basis that does not breach the Relevant Law; and
 - (ix) for any other purpose determined by the Trustee which does not breach the Relevant Law and which is not inconsistent with trust law.

12.6 Adjustment of Accumulation Account or Pension Account

In determining the amount standing to the credit of an Accumulation Account or Pension Account at the time a Benefit is calculated or becomes payable, the Trustee must make such adjustment (up to the date of payment) reflecting the Fund Earning Rate then applying as, in its discretion, it considers equitable, and in accordance with the Relevant Law. The Income Account must be debited or credited accordingly.

12.7 Other Accounts

The Trustee may from time to time establish such other accounts as it considers necessary or convenient for the proper administration of the Fund or as required by the Relevant Law.

12.8 Valuation of the Fund

- (a) At the end of each Fund Year or at such other time as the Trustee considers appropriate, or as the Relevant Law requires, the Trustee must:

- (i) make a valuation of all assets of the Fund (including the value of any Policy held by the Fund) at that date; and
 - (ii) determine whether there is a surplus or deficiency which it is equitable to transfer to the Income Account or the relevant sub-account referred to in clause 15.4(d).
- (b) The value so determined in respect of each asset must then be reflected in the balance sheet and other accounts of the Fund.

13 FUND RECORDS, DISCLOSURE AND INVESTIGATION

13.1 Receipt and Payment of Money

All money of the Fund must be lodged as soon as practicable to the credit of:

- (a) an account in the name of the Fund kept with a bank or other authorised deposit-taking institution as determined from time to time by the Trustee;
- (b) an Insurer for the payment of premiums; or
- (c) the trust account of a solicitor, accountant or Investment Manager appointed under this Deed.

13.2 Issue of Receipts

A receipt given on behalf of the Fund by the Trustee or any other person who may from time to time be authorised by the Trustee in writing to receive any money of the Fund is a sufficient discharge of the person by whom the money is paid in respect of the amount paid.

13.3 Records and Accounts to be Kept

The Trustee must arrange for:

- (a) the keeping of accounts of all money received into and disbursed from the Fund and of all dealings in connection with such money;
- (b) the collection and prompt payment into an authorised account of the Fund or the otherwise appropriate dealing with all money due to the Fund;
- (c) the keeping and safe-custody of all records, books, accounts, minutes, reports and other documentation as may be required by the Relevant Law or otherwise in proper order, and the retention of such records, books, accounts, minutes, reports and documents for such period as is required by the Relevant Law;
- (d) the preparation of an annual balance sheet of the Fund, a statement of financial position, an operating statement or such other or additional

accounts and statements in respect of each Fund Year as are required by the Relevant Law; and

- (e) the preparation and lodgement of an annual return to the Regulator and of such other certificates, statements, forms, documents and information in such manner and within the time required by the Relevant Law.

13.4 Audit

The Trustee must:

- (a) make suitable arrangements for the auditing of the accounts, books and relevant records of the Fund by the Auditor annually or at such other times as required by the Relevant Law; and
- (b) obtain from the Auditor such certificates, statements, forms and other documents at such time and in such form as required by the Relevant Law.

13.5 Disclosure and Reporting Requirements

The Trustee must arrange to provide to:

- (a) any Member, Pensioner and Beneficiary;
- (b) the Regulator;
- (c) any court;
- (d) any Actuary;
- (e) any Auditor; and
- (f) any other persons specified in the Relevant Law,

such information or documentation, at such time and in such manner as is required by the Relevant Law.

14 FUND TRUSTEE – APPOINTMENT AND REMOVAL

14.1 Nature of Trustee

The Trustee must at all times be a person, persons or body which is or are eligible to be the Trustee under clause 14.2.

14.2 Eligibility for Appointment as Trustee

The following persons or bodies are eligible to be the Trustee:

- (a) Individual Trustees who are not Disqualified from holding office as Trustees;

- (b) a Constitutional Corporation which is not Disqualified from holding office as Trustee; and
- (c) such other persons or bodies as satisfy the Relevant Law or are appointed by the Regulator under the Relevant Law.

14.3 Corporate Trustee

Subject to clause 14.8, where the Trustee is a Constitutional Corporation, it must be at all times:

- (a) while there is only one Member:
 - (i) a Constitutional Corporation, the Director of which is the Member; or
 - (ii) a Constitutional Corporation, the Directors of which are the Member and another person who is a Relative of the Member; or
 - (iii) a Constitutional Corporation, the Directors of which are the Member and another person who is not a Relative of the Member where the Member is not an Employee of the other person;
- (b) while the Fund has more than one Member but less than five Members, a Constitutional Corporation of which all the Directors are the Members.

14.4 Individual Trustees

Subject to clause 14.8, where the Trustee is not a Constitutional Corporation, it must be at all times:

- (a) while there is only one Member:
 - (i) the Member and another person who is a Relative of the Member acting as Individual Trustees; or
 - (ii) the Member and another person who is not a Relative of the Member where the Member is not an Employee of the other person, acting as Individual Trustees;
- (b) while the Fund has more than one Member but less than five Members, all the Members acting as Individual Trustees.

14.5 Later Trustees or Directors

Subject to clause 14.8, the Members must put in place arrangements to ensure that:

- (a) where the Trustee is comprised of Individual Trustees, before a person commences to act as an Individual Trustee; or

- (b) where the Trustee is a Constitutional Corporation, before a person is appointed as a Director of the Trustee,

the Members are satisfied that the person will become a Member under clause 8.1 at the time of their commencement or appointment.

14.6 Ceasing to be Trustee

If at any time the trusteeship of the Fund does not meet the requirements of either clauses 14.3, 14.4 or 14.8, the Members must:

- (a) complete such arrangements as are necessary under clause 14.9; and
- (b) ensure that the trusteeship of the Fund meets those requirements no later than 6 months after the trusteeship ceased to meet those requirements.

14.7 Continuity of Office

Any person who acts as an Individual Trustee must, on any other person becoming or ceasing to be a Trustee, under this clause 14, do everything necessary to vest the Fund in the new or remaining Trustees and must deliver all records and other books to the new or remaining Trustees.

14.8 Other Persons as Trustees or Directors

The Members may, and must if such action is required in order to prevent the Trustee or Constitutional Corporation from ceasing to meet the requirements under the Relevant Law which relate to the nature and composition of the trustees of Self Managed Superannuation Funds, unless the Fund is to cease to be a Self Managed Superannuation Fund under clause 2.3, take such steps as are necessary to appoint and remove the following persons as an Individual Trustee or a Director of a Constitutional Corporation which is the Trustee:

- (a) the Legal Personal Representative of a deceased former Member in place of the deceased former Member, during the period:
 - (i) beginning when the deceased former Member died; and
 - (ii) ending when death Benefits commence to be payable in respect of the deceased former Member; or
- (b) the Legal Personal Representative of a Member in place of the Member, during any period when:
 - (i) the Member is under a legal disability; or
 - (ii) the Legal Personal Representative has an enduring power of attorney in respect of the Member; or

- (c) the Legal Personal Representative or the parent or guardian of a Member who is under a legal disability because of age in place of the Member; or
- (d) an acting trustee of the Fund appointed under the Superannuation Industry (Supervision) Act 1993.

Where a Legal Personal Representative appointed as provided under this clause 14.8 consists of more than one person, whether acting jointly or jointly and severally, that Legal Personal Representative shall have one vote only.

Any other person may also be a Trustee, or a Director of a Constitutional Corporation which is the Trustee, if the Relevant Law permits that the person may be a Trustee or Director of a Constitutional Corporation which is the Trustee and the Fund would remain a Self Managed Superannuation Fund.

14.9 Appointment of Trustee

- (a) On the establishment of the Fund, the Trustee is the person, persons or body named and described in Schedule A as the Trustee.
- (b) At all other times, and subject to clause 14.8, the Members must determine who will act as Trustee in accordance with this clause 14 and the Relevant Law for the Fund to be maintained as a Self Managed Superannuation Fund and must take such steps as are necessary to appoint or remove the persons or body to or from the office of Trustee.
- (c) The appointment or removal of a Trustee must be in writing and must immediately be advised to any other Trustee.
- (d) For the purposes of clause 14.9(b) the Members may accept the resignation in writing of any Trustee.
- (e) In the event that there are no Members remaining in the Fund:
 - (i) where former Members survive, the former Members or the Legal Personal Representatives of the former Members; or
 - (ii) where no former Members survive, the Legal Personal Representatives of the former Members,
 must determine who will act as Trustee for the Fund.

14.10 Trustee Declarations

Each person who is an Individual Trustee or who is a Director of a Constitutional Corporation that is the Trustee must do all such things, make all such declarations and execute all such documents as are required under the Relevant Law to be done, made or executed by a person who holds or who commences to hold such office.

15 TRUSTEE'S INVESTMENT POWERS

15.1 Authorised Investments

Money forming part of the Fund from time to time which is not required immediately for the payment of Benefits and other amounts authorised by this Deed must be invested in accordance with the investment strategies of the Fund as determined under clause 3(f) in any one or more of the following investments:

- (a) any investment for the time being authorised by the laws of the Commonwealth of Australia or any State or Territory for the investment of trust funds;
- (b) the purchase or acquisition in any way of shares, stocks, debentures, notes, bonds, mortgages, options or other like security in any company incorporated in any part of the world whether or not carrying on business in Australia and whether the shares or stock be fully or partly paid up and whether secured or unsecured, registered or unregistered;
- (c) on deposit with any bank or other authorised deposit-taking institution in any type of account, whether secured or unsecured and on such terms as the Trustee may determine;
- (d) on deposit with or on loan to any person or organisation whatsoever (including an Employer which contributes or has contributed to the Fund in respect of a Member) with or without security and at such rate of interest and on such terms as the Trustee may deem reasonable notwithstanding that the Trustee may have a direct or indirect interest in the borrowing or may benefit directly or indirectly from it;
- (e) any Policy or Annuity with an Insurer whether by proposal, purchase or otherwise, and any choses in action, interests for life or any lesser term or in reversion or otherwise arising;
- (f) the purchase or acquisition of any real or personal property and the improvement or extension of that property;
- (g) the purchase or acquisition of or subscription for any unit or sub-unit in any unit trust established or situated anywhere in the world whether individually or jointly and whether such units or sub-units are fully paid up or whether their issue involves any contingent or reserve liability;
- (h) the acquisition of any futures, options or other synthetic investment and participation in any hedging, swapping or other like arrangement irrespective of whether such dealing is related to any other property forming part of the Fund; and
- (i) any other investments which the Trustee considers appropriate and which are permitted under the Relevant Law,

and the Trustee has all the powers and authorities necessary to enable it to make each such investment provided that it must not make a loan to or give any financial assistance to a Member or a Relative of a Member and provided further that the Trustee must ensure that all investments are made and maintained in accordance with the Relevant Law.

15.2 Power to Sell and Vary Investments

The Trustee has power to sell any investments, to vary and transpose any investments into other investments authorised by this Deed and to otherwise deal with and manage the investments of the Fund as the Trustee in its discretion sees fit.

15.3 Interest of Trustee in Investment

- (a) Subject to clause 15.3(b), the Trustee and any Director of a Constitutional Corporation which is the Trustee have the power and are authorised to make or vary any of the investments authorised under this Deed notwithstanding that the Trustee or Director may have a direct or indirect interest in the investment or may benefit directly or indirectly from it.
- (b) The Trustee and any Director of a Constitutional Corporation which is the Trustee must disclose details of any interest in an investment to which clause 15.3(a) applies in the manner prescribed under the Relevant Law.

15.4 Provision of Investment Choice

- (a) Without limiting in any way the obligations and powers vested in the Trustee under the preceding provisions of this clause 15, the Trustee may:
 - (i) establish any number of investment strategies;
 - (ii) nominate the assets which will be subject to each particular investment strategy;
 - (iii) offer Members and Beneficiaries the opportunity of having amounts held in one or more of their Accumulation Accounts or Pension Accounts invested in accordance with a particular investment strategy; and
 - (iv) make rules regarding when and how Members may give the Trustee directions in this respect.
- (b) Where a Member or Beneficiary is provided with an opportunity to have an amount in an Accumulation or Pension Account invested under a particular investment strategy or strategies, the Trustee must provide to the Member such information as is required in respect of the investment strategy or strategies by the Relevant Law.

- (c) Where a Member or Beneficiary is provided with an opportunity to have an amount in an Accumulation or Pension Account invested pursuant to a particular investment strategy or strategies and either fails or is unwilling to nominate a particular investment strategy, the Trustee must invest the amount in the Member's or Beneficiary's account in such manner as, in its absolute discretion, it may consider appropriate.
- (d) Where the Trustee establishes more than one investment strategy under clause 15.4(a), it must:
 - (i) establish a sub-account within the Income Account established under clause 12.4 in respect of each strategy; and
 - (ii) debit and credit to each sub-account any amounts including costs, charges and any Taxation attributable to the relevant strategies as the Trustee determines.
- (e) Where the Trustee establishes a sub-account under clause 15.4(d), it must:
 - (i) determine a Fund Earning Rate in respect of each sub-account;
 - (ii) allocate an amount determined by the application of the Fund Earning Rate in respect of each sub-account to each sub-account within a Member's or Beneficiary's Accumulation or Pension Accounts in accordance with the investment strategy applicable to the Member or Beneficiary in proportion to the amount standing to the credit of the relevant sub-account within the Member's or Beneficiary's account at the beginning of the Fund Year in respect of which the allocation is being made; and
 - (iii) make an appropriate adjustment for amounts (if any) credited or debited to the sub-account during that Fund Year.

16 TRUSTEE'S POWERS OF MANAGEMENT

16.1 Additional Powers

In addition to the powers which it might have by law and which are otherwise granted to it by this Deed, the Trustee has the following powers:

- (a) to settle, compromise or submit to arbitration any claims, matters or things relating to this Deed or to the rights of Members, former Members and Beneficiaries;
- (b) to commence, carry on or defend proceedings relating to the Fund or to the rights of Members, former Members and Beneficiaries and to commence, carry on or defend legal proceedings in order to recover damages against any person arising out of any loss suffered by any Member, former Member