

# **THE MARY THERESE FOLEY SUPER FUND**

Drawn by:

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**THIS SUPERANNUATION FUND TRUST DEED** is made on the date specified in Schedule 4 by the Trustee named in Schedule 4.

**WHEREAS:-**

- A. The Trustee has agreed to act as the first Trustee of the Fund named in Schedule 4, which is established and is to be maintained as an indefinitely continuing superannuation fund (the 'Fund') for the purpose of providing superannuation benefits for Members.
- B. The Trustee has agreed to accept the trusts constituted under this Deed and to undertake the liabilities, duties and obligations imposed upon the Trustee by this Deed and by the laws applicable in the jurisdiction to which it is subject.

**NOW THIS DEED WITNESSES AS FOLLOWS:-**

1. This Deed will be governed and interpreted and will take effect in accordance with the Relevant Law.
2. The Fund will come into operation on the 'Inception Date' specified in Schedule 4.
3. Except to the extent that any interests of Members or Beneficiaries of the Fund are otherwise affected or circumscribed by the Relevant Law or by this Deed, the Fund will be vested in, controlled by and administered by the Trustee.
4. This Deed will be interpreted in accordance with the Rules.
5. If the Relevant Law does not exclude the operation of the rule against perpetuities in relation to those trusts, the trusts created by this Deed will terminate on the first to occur of:
  - (a) the day immediately preceding the day which is 80 years after the date of execution of this Deed; or
  - (b) the date on which this Deed is terminated in accordance with its provisions.
6. (a) Where the Fund is currently subscribed to a system for the administration of superannuation fund governing rules conducted by or on behalf of Superdepot Pty Ltd ACN 122 036 248, the Trustee appoints its professional advisor for the time being and each principal, director and authorised employee of that professional advisor as its duly constituted attorney for the following purposes only:
  - (i) To accept on behalf of the Trustee any amendments to the Governing Rules of the Fund prepared or published by or on behalf of Superdepot Pty Ltd ACN 122 036 248 for the purposes of that system;
  - (ii) To execute on behalf of the Trustee a resolution accepting and adopting any amended Governing Rules for the Fund prepared or published by or on behalf of Superdepot Pty Ltd ACN 122 036 248 for the purposes of that system;
  - (iii) To confirm by electronic medium or otherwise the acceptance and/or adoption of such Governing Rules.

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## **13. WINDING UP THE FUND**

### **13.1 CONDITIONS FOR TERMINATION**

The trusts created by this Deed will terminate:

- (a) where the Members, by unanimous resolution vote to wind up the Fund in a special meeting convened for that purpose, on the first day on which the membership of all Members has been terminated and all benefits and entitlements paid or transferred out of the Fund, so that all of the assets of the Fund are expended or distributed;
- (b) where the Trustee becomes aware that the Fund is insolvent, on the day on which the Regulator's permission to wind-up is obtained; or
- (c) in any other circumstances when there are no Members or Beneficiaries and the Trustee considers it to be unlikely that there will be any new Members, on the day determined by the Trustee.

### **13.2 STEPS TO TAKE ON WINDING-UP**

When it becomes clear to the Trustee that Rule 13.1 will apply, the Trustee will take all necessary steps to distribute any remaining assets of the Fund and to satisfy any outstanding liabilities, and will then:

- (a) notify any remaining interested parties of its intention to wind-up the Fund;
- (b) notify the Regulator and the Taxation Commissioner of its intention to wind-up the Fund;
- (c) comply with any other requirements of the Act and the Regulations concerning the winding-up of Funds; and
- (d) take any further steps which, in the Trustee's opinion, are required to wind-up the Fund.

**SCHEDULE 4**

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**DATE OF DEED:**

7/2/11

**TRUSTEES:**

MARY THERESE FOLEY  
STEPHEN JOHN VEDELAGO

**NAME OF FUND:**

THE MARY THERESE FOLEY SUPER FUND

**INCEPTION DATE:**

7/2/11

Client REF: 17003

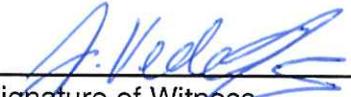
**SIGNED, SEALED AND DELIVERED** by )  
MARY THERESE FOLEY as Trustee in the )  
presence of: )

  
\_\_\_\_\_  
MARY THERESE FOLEY

  
\_\_\_\_\_  
Signature of Witness  
AMELIA MARY VEDELAGO  
\_\_\_\_\_  
Full Name of Witness

**SIGNED, SEALED AND DELIVERED** by )  
STEPHEN JOHN VEDELAGO as Trustee in )  
the presence of: )

  
\_\_\_\_\_  
STEPHEN JOHN VEDELAGO

  
\_\_\_\_\_  
Signature of Witness  
AMELIA MARY VEDELAGO  
\_\_\_\_\_  
Full Name of Witness

Client REF: 17003