

THE MARY THERESE FOLEY SUPER FUND

Drawn by:

redchip lawyers
Level 1, 'The Portal'
1 Breakfast Creek Road
Newstead Qld 4006
Ph: (07) 3852 5055
Fax: (07) 3852 2559
Email: redchip@redchip.com.au

Solicitors for:-

Australian Company Incorporation Services Pty. Ltd.
Level 1, 'The Portal'
1 Breakfast Creek Road
Newstead Qld 4006
FREECALL: 1800 773 477
FREEFAX: 1800 655 556
Email: info@acis.net.au

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.

TABLE OF CONTENTS

1. INTERPRETATION PROVISIONS	1
1.1 TERMS DEFINED IN THE ACT	1
1.2 DICTIONARY (ALSO SEE SCHEDULE 3)	1
1.3 ADDITIONAL DEFINITIONS.....	1
1.4 INTERPRETATION.....	1
1.5 RULES FOR SELF MANAGED SUPERANNUATION FUNDS	2
1.6 SOLE PURPOSE.....	4
2. MEMBERSHIP	5
2.1 WHO MAY APPLY	5
2.2 BECOMING A MEMBER.....	5
2.3 SOME EX-SPOUSES TREATED AS MEMBERS	5
2.4 CATEGORIES AND SUB-PLANS	5
2.5 RESTRICTIONS IF THE FUND HAS MEMBER-CONTRIBUTED WA PROPERTY	6
3. INFORMATION WHICH TRUSTEE MUST GIVE.....	7
3.1 PRODUCT DISCLOSURE STATEMENTS	7
3.2 CIRCUMSTANCES REQUIRING INFORMATION	7
3.3 HOW TO PROVIDE INFORMATION.....	8
3.4 INFORMATION ON DEATH OF MEMBER	8
3.5 INFORMATION PURSUANT TO FAMILY LAW ACT ORDERS.....	8
4. CONTRIBUTIONS	9
4.1 WHO MAY MAKE CONTRIBUTIONS.....	9
4.2 SUBJECT TO RELEVANT LAW	9
4.3 GOVERNMENT CO-CONTRIBUTION	9
4.4 SPLITTABLE CONTRIBUTIONS	9
5. BENEFITS AND ENTITLEMENTS.....	10
5.1 BENEFITS A MEMBER MAY RECEIVE	10
5.2 HOW TO CALCULATE BENEFITS	11
5.3 BINDING DEATH NOMINATIONS.....	12
5.4 NON-LAPSING BINDING NOMINATION.....	13
5.5 ORDER OF PRIORITY	14
5.6 DEALING WITH INSURANCE	14
5.7 HOW TO PAY A PENSION AND HOW TO PAY A LUMP SUM BENEFIT	15
5.8 TYPES OF PENSIONS WHICH MAY BE PAID	16
5.9 ONLY SOME FUNDS MAY PAY DEFINED BENEFIT PENSIONS.....	16
5.10 RESTRICTIONS ON WHEN AND HOW BENEFITS MAY BE PAID.....	17
5.11 RESTRICTIONS WHEN THE FUND HAS MEMBER-CONTRIBUTED WA PROPERTY	19
6. ROLLOVERS AND TRANSFERS OF BENEFITS	20
6.1 INTO THE FUND	20
6.2 OUT OF THE FUND	20
6.3 TRUSTEE'S DUTIES.....	22
6.4 SPLITTING CONTRIBUTIONS	22
7. EMPLOYERS WHO MAY CONTRIBUTE TO THE FUND.....	24
8. THE TRUSTEE.....	25
8.1 APPOINTMENT, RESIGNATION AND REMOVAL	25
8.2 GENERAL TRUSTEE MATTERS.....	26
8.3 COVENANTS, POWERS, AUTHORITIES AND RESTRICTIONS	26

8.4	IN-HOUSE ASSETS AND OTHER RESTRICTED INVESTMENTS	30
8.5	RULES APPLY TO OTHERS	32
9.	ACCOUNTS, AUDIT, RECORDS AND RETURNS	33
9.1	VOLUNTARY CONTRIBUTIONS	33
9.2	MEMBER ACCUMULATION ACCOUNTS	33
9.3	ACCOUNTS FOR NON-MEMBER SPOUSES	34
9.4	INVESTMENT RESERVE	34
9.5	PENSION RESERVE	35
9.6	OTHER RESERVES	35
9.7	ALLOCATIONS FROM RESERVES	35
9.8	TRUSTEE TO KEEP RECORDS OF TYPES OF BENEFITS	35
9.9	TRUSTEE TO KEEP ACCOUNTING RECORDS	35
9.10	PREPARATION OF ACCOUNTS	36
9.11	ACCOUNTS REQUIRED WHERE BENEFITS SOLELY LIFE ASSURANCE	36
9.12	AUDIT OF THE ACCOUNTS	36
9.13	PREPARATION AND LODGEMENT OF RETURNS	36
10.	MEETINGS OF TRUSTEES AND MEMBERS	38
10.1	TRUSTEES OR DIRECTORS MEETINGS	38
10.2	MEMBERS' MEETINGS	39
11.	INQUIRIES AND COMPLAINTS	40
12.	ADMINISTRATIVE MATTERS	41
12.1	INTERPRETATION OF THIS DEED	41
12.2	HOW TO DESIGNATE A BENEFICIARY	41
12.3	LIMITS ON RIGHTS OF MEMBERS	41
12.4	RIGHT TO INSPECT	41
12.5	SECRECY	41
12.6	RECEIPTS AND PAYMENTS WITH ASSETS	42
12.7	MEMBERS TO PROVIDE INFORMATION	42
12.8	VARIATION OF TRUSTS OR DEED	42
12.9	EFFECT OF CHANGES IN RELEVANT LAW	42
13.	WINDING UP THE FUND	43
13.1	CONDITIONS FOR TERMINATION	43
13.2	STEPS TO TAKE ON WINDING-UP	43
SCHEDULE 1	44
SCHEDULE 2	54
SCHEDULE 3	55

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

DATE OF DEED:

7 / 2 / 11

TRUSTEES:

MARY THERESE FOLEY
STEPHEN JOHN VEDELAGO

NAME OF FUND:

THE MARY THERESE FOLEY SUPER FUND

INCEPTION DATE:

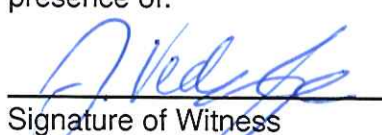
7 / 2 / 11

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