

NOTICE OF FILING

This document was lodged electronically in the FEDERAL COURT OF AUSTRALIA (FCA) on 5/10/2022 4:44:27 PM AEDT and has been accepted for filing under the Court's Rules. Details of filing follow and important additional information about these are set out below.

Details of Filing

Document Lodged: Affidavit - Form 59 - Rule 29.02(1)
File Number: NSD1220/2020
File Title: AUSTRALIAN SECURITIES & INVESTMENTS COMMISSION v
MELISSA LOUISE CADDICK & ORS
Registry: NEW SOUTH WALES REGISTRY - FEDERAL COURT OF
AUSTRALIA



A handwritten signature in blue ink that reads 'Sia Lagos'.

Dated: 6/10/2022 3:38:26 PM AEDT

Registrar

Important Information

As required by the Court's Rules, this Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

The date and time of lodgment also shown above are the date and time that the document was received by the Court. Under the Court's Rules the date of filing of the document is the day it was lodged (if that is a business day for the Registry which accepts it and the document was received by 4.30 pm local time at that Registry) or otherwise the next working day for that Registry.



Form 59
Rule 29.02(1)

Affidavit

No. 1220 of 2020

Federal Court of Australia
District Registry: New South Wales
Division: Commercial and Corporations

AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

Plaintiff

MELISSA LOUISE CADDICK and ANOR

Defendants

Affidavit of: **Bruce Gleeson**
Address: Level 13, 189 Kent Street, Sydney NSW
Occupation: Insolvency & Restructuring Practitioner
Date: 28 September 2022

Contents

I, Bruce Gleeson, Registered Liquidator of Level 13, 189 Kent Street, Sydney New South Wales 2000, say on oath:


1. I am a Chartered Accountant, Registered Liquidator, Registered Trustee and a Principal of Jones Partners.
2. Exhibited to me at the time of swearing this affidavit is a paginated bundle of documents marked "**Exhibit BG-40**". Throughout this affidavit I make references to various documents and page numbers. Except where otherwise stated those are references to documents and page numbers in the bundle of documents exhibited to me and marked "Exhibit BG-40".

Filed on behalf of (name & role of party)	Bruce Gleeson – Registered Liquidator
Prepared by (name of person/lawyer)	Michael Kevin Hayter
Law firm (if applicable)	Swaab
Tel	02 9233 5544
Fax	02 9233 5400
Email	mkh@swaab.com.au
Address for service (include state and postcode)	Level 4, 20 Hunter Street, Sydney NSW 2000

3. A reference to a **Receiver** or **Receivers** is a reference to Daniel Robert Soire and myself in our capacities as Interim Receivers and subsequently Receivers to the property of Melissa Louise Caddick pursuant to orders of this Court.
4. This Affidavit is made in support of an application (**Application**) by the Receivers to realise, disclaim or otherwise deal with certain assets identified at Schedules 1A to 4C of the Interlocutory Application.
5. Orders made by her Honour Justice Markovic on 22 November 2021 in this Court define Receivership Property as all property (as defined in section 9 of the *Corporations Act 2001 (Cth)*) of Melissa Louise Caddick (**Ms Caddick**).

Receivership Property

6. Assets which I have identified in previous affidavits filed in this Court that form Receivership Property include:
 - (a) a residential property situated at Dover Heights, NSW (**Dover Heights Property**);
 - (b) a residential property situated at Edgecliff, NSW (**the Edgecliff Property**);
 - (c) a domestic share trading account held in the name of Ms Caddick held with Commonwealth Securities Limited (**the CommSec Domestic Share Trading Account**);
 - (d) an international share trading account held in the name of Ms Caddick held with Commonwealth Securities Limited (**the CommSec International Share Trading Account**);
 - (e) various items of jewellery,
 - (f) designer clothing and other small goods;
 - (g) artworks;
 - (h) bank accounts in the sole name of Ms Caddick;



- (i) bank accounts held jointly with Ms Caddick and others which Ms Caddick may have a legal or equitable interest in; and
- (j) bank accounts in and names of others which Ms Caddick may have a legal or equitable interest in.

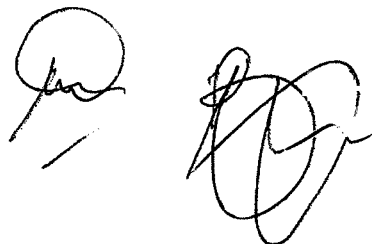
7. I have already obtained Orders to realise the following assets:

- (a) the Dover Heights Property;
- (b) the CommSec Domestic Share Trading Account;
- (c) the CommSec International Share Trading Account; and
- (d) bank accounts in the sole name of Ms Caddick.

8. For the purpose of the Interlocutory Application accompanying this Affidavit, I seek to obtain the leave of the Court to realise, sell, disclaim or otherwise deal with Receivership Property which are set out in the schedules of such Interlocutory Application (**the Schedules**) (if applicable):

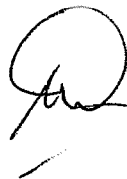
- (a) The jewellery identified in Schedules 1A , 1B, 1C, 1D and 1E;
- (b) Designer clothing and goods (**Designer Goods**) identified at Schedules 2A and 2B;
- (c) Artworks identified in Schedule 3;
- (d) Bank accounts identified in Schedules 4A, 4B and 4C; and
- (e) General Household Items.

9. In particular, there is some urgency to the sale of the jewellery and Designer Goods in circumstances where I have been advised and verily believe that a sale prior to Christmas 2022 will result in greater interest from purchasers taking advantage of potential Christmas purchases.

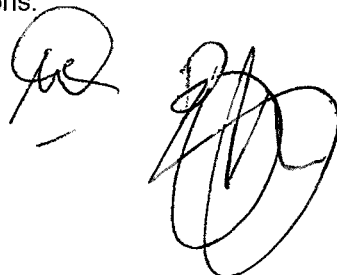


Jewellery and Designer Goods

10. On or about 11 November 2020, the Australian Securities and Investment Commission (**ASIC**) and officers of the Australian Federal Police (**AFP**) conducted a raid at the Dover Heights Property. As a result, the items identified in Schedules 1A, 1C, 1D, 1E, 2A and 2B were taken into the possession of ASIC.
11. Upon our initial appointment as Interim Receivers in these proceedings, my office organised Pickles Auctions Limited (**Pickles**) to have their recommended contractor attend ASIC offices to conduct valuations of the jewellery and Designer Goods that had been taken by ASIC / AFP on 11 November 2020. Pickles are registered valuers and auctioneers that I often use in Liquidations and Bankruptcies to conduct valuations / auctions.
12. Also, upon my initial appointment, I was made aware that Canturi Corporation Pty Ltd (**Canturi**) was holding items of jewellery on behalf of Ms Caddick. I wrote to Canturi on 7 January 2021 regarding this aspect and requested a written undertaking that they would not disperse, destroy, modify or remove the items in their possession without our written consent. Appearing at pages 1 - 22 of **BG-40** is a copy of the correspondence to and from Canturi between 7 January 2021 and 8 January 2021.
13. On 4 March 2022, Orders were made in the Federal Court of Australia for the Receivers to take possession of the books, records and assets of Ms Caddick (including the property identified in the Schedules) from ASIC, the AFP or any other parties that hold items on their behalf. Appearing at pages 23 - 36 of **BG-40** is a copy of the Orders dated 4 March 2022.
14. On 21 March 2022, my staff inspected the items of jewellery held by Canturi on behalf of Ms Caddick at their Sydney store. Appearing at pages 37 - 38 of **BG-40** are photos taken of the items of jewellery in the possession of Canturi.



15. In circumstances where a large proportion of the items of jewellery were purchased from Canturi and as part of my final considerations as to whom I would seek sale proposals from, I sought particulars from that designer regarding possible auction houses to sell the jewellery. Appearing at page 39 of **BG-40** is a copy of the email in reply from Patricia Canturi dated 5 August 2022.
16. On or about 10 August 2022, I requested proposals from three (3) major auction houses who specialise in selling the types of items identified in each of the schedules 1A, 1C and 2A requesting that they provide:
- (a) a proposal to sell items identified in the Schedules;
 - (b) opinion of the approximate sale value of the items;
 - (c) proposed method of sale; and
 - (d) details of storage facilities to store such items.
17. On 17 August 2022, I received responses and proposals from the three (3) auctioneers in response to my requests referred to in paragraph 16.
18. Based on the proposals, the recommendations made, estimated costs, likely returns and my experience as Receiver, I propose to have the items identified in Schedules 1A, 1B, 1C and 2A sold by the following auctioneers:
- (a) Smith and Singer Auction House for the items of jewellery identified in Schedules 1A, 1B and 1C; and
 - (b) Bonhams for the Designer Goods identified in Schedule 2A.
19. I have received no objections to the realisation of the jewellery identified in Schedules 1A, 1B and 2A, other than a general objection from Mr Anthony Koletti (**Mr Koletti**).
20. I have received objections to the realisation of the jewellery identified in Schedule 1C by Mr Koletti and Mr Adam Grimley (**Mr Grimley**). Paragraphs 71 to 79 of this Affidavit provide further details regarding these objections.



Artwork

21. In late January 2021, the artworks identified in Schedule 3, excluding the following pieces:

- (a) Item 20 – Leisl Mott – Riverbank;
- (b) Item 21 – David Gerstein - Pond (Vertical); and
- (c) Item 22 – David Gerstein - Exotic Birds 2006;

were collected on my behalf by Grace Storage. Such artworks have been stored at a specialised storage unit at Grace Storage from that time.

22. The artworks known as:

- (a) Item 21 – David Gerstein Pond (Vertical) and
- (b) Item 22 – David Gerstein Exotic Birds 2006;

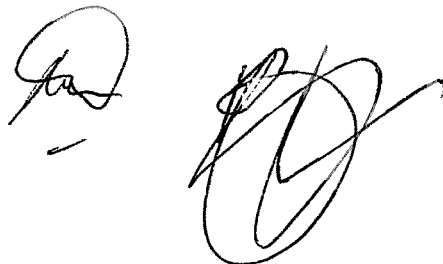
are fixed to the walls of the Dover Heights Property and I propose to include those items in the Contract for Sale of Land of the Dover Heights Property.

23. I do not believe there will be a material net greater return if those artworks are removed from the Dover Heights Property and sold separately.

24. Due to my position as Receiver I am aware that Ms Caddick purchased the majority of the artwork from the Frances Keevil Gallery and the Olsen Gallery. On that basis, my office made enquiries with those galleries regarding their recommendations of the sale of the artwork. Appearing at page 40 of **BG-40** is a copy of the email in reply from the Olsen Gallery dated 5 August 2022.

25. Between 10 August 2022 and 17 August 2022, I requested proposals from five (5) auction houses and selling agents who specialise in selling artwork requesting that they provide:

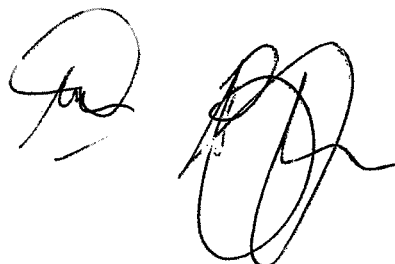
- (a) a proposal to sell the artworks identified in the Schedule;



- (b) opinion of the approximate sale value of the items;
 - (c) proposed method of sale; and
 - (d) details of storage facilities.
26. Between 17 August 2022 and 30 August 2022, I received various responses and proposals from the five (5) auction houses and selling agents in response to my requests referred to in paragraph 25.
27. Based on the proposals, the recommendations made, estimated costs, likely returns and my experience as Receiver, I propose to have the artworks identified in Schedule 3 to be sold by Shapiro Auctioneers as the preferred auctioneer.
28. I have received no objections to the realisation of the artworks identified in Schedule 3 other than a general objection from Mr Koletti.

Bank Accounts – Held on behalf of Ms Caddick (4A)

29. I refer to the bank accounts identified in Schedule 4A of the Interlocutory Application.
30. Each of the bank accounts in Schedule 4A is maintained by National Australia Bank (**NAB**) for:
- (a) Melissa Caddick ATF Caddick Services Trust; and
 - (b) Caddick Family Trust Superannuation Fund.
31. Ms Caddick was the sole trustee of the Caddick Services Trust and one of the two (2) primary beneficiaries (the other being her son). Appearance at pages 41- 75 of **BG-40** is a copy of the Caddick Services Trust Deed.
32. Appearing at page 76 of **BG-40** is a copy of the Statement of Account for the account in the name of Melissa Caddick ATF Caddick Services Trust for the period 20 November 2020 to 20 December 2020 disclosing a balance of USD\$33,350.47 as at 22 December 2020. No transactions have occurred on this account since this date.



33. This bank account was opened on 15 May 2018.
34. The only deposit into the account in the name of Melissa Caddick ATF Caddick Services Trust was the net sale proceeds of a 6.03ct diamond ring sold by Ms Caddick on 15 June 2018. Ms Caddick then made numerous transfers from this account to other accounts operated by her.
35. Based on the above, I am of the view that the remaining funds held in the NAB bank account in the name of Melissa Caddick ATF Caddick Services Trust constitutes Receivership Property.
36. Ms Caddick was one of the two (2) trustees of the Caddick Family Trust Superannuation and she was the sole member. Appearing at pages 77 - 160 of **BG-40** is a copy of the Caddick Family Trust Superannuation Fund Deed.
37. Appearing at pages 161 - 163 of **BG-40** is a copy of the statement of Accounts for the Caddick Family Trust Superannuation Fund for the period 31 October 2020 to 1 January 2021 disclosing a balance of \$31,133.82 as at 31 December 2020. I am aware of account fees of \$10 per month that would have been deducted from this account since 31 December 2020.
38. This bank account was opened prior to the incorporation of Maliver Pty Ltd (in Liquidation).
39. Based on the above, I am of the view that the remaining funds held in the NAB bank account in the name of the Caddick Family Trust Superannuation Fund constitutes Receivership Property.
40. I have received no objections to the realisation of the bank accounts identified in Schedule 4A, other than a general objection from Mr Koletti.

Bank Accounts – Son (4B)

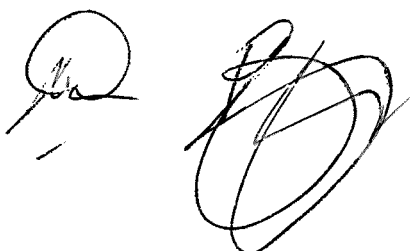
41. I refer to the bank accounts identified in Schedule 4B of the Interlocutory Application.



42. Each of the bank accounts in Schedule 4B were in the name of Ms Caddick's son. After analysing the accounts, I am satisfied that monies from bank accounts operated by Ms Caddick were the source of funds deposited to the bank accounts identified in Schedule 4B, which occurred from 2016 to 2020.
43. Mr Anthony Caddick being the father of Ms Caddick's son and his son have made no claim to the bank accounts identified in Schedule 4B, Mr Caddick has confirmed neither he or his son claim those back. A copy of the email from Mr Anthony Caddick confirming this position appears at pages 164 - 165 of **BG-40**.
44. I have received no objections to the realisation of the bank accounts identified in Schedule 4B, other than from Mr Koletti.

Bank Accounts – Joint with SMSF (4C)

45. I refer to the bank accounts identified in Schedule 4C of the Interlocutory Application.
46. Each of the bank accounts in Schedule 4C are in the joint names of Ms Caddick and an Out-of-Pocket Investor as trustees for individual Self-Managed Superannuation Funds (**SMSF**). Each SMSF was the SMSF of the respective Out-of-Pocket Investor.
47. In each instance, Ms Caddick was one of the joint Trustees of the SMSF, however she was not a beneficiary or member. Ms Caddick has made no contribution to such SMSFs.
48. I have reviewed the transactions in each of the accounts identified in Schedule 4C and am satisfied that there have been no intermingling or contribution of funds from Ms Caddick or funds from Out of Pocket Investors to those accounts.
49. As Receivers, we have obtained legal advice and do not consider that the bank accounts identified at Schedule 4C constitute Receivership Property and seek to disclaim those accounts to the members of the SMSF.



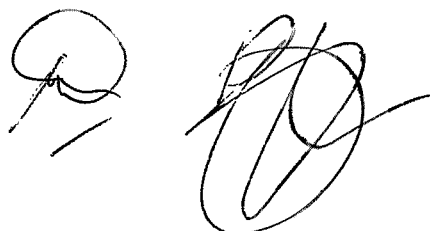
50. I also seek that Orders 10 and 11 of the Orders made on 10 November 2020 be varied as to not include the bank accounts identified in Schedule 4C.

IAG Shares

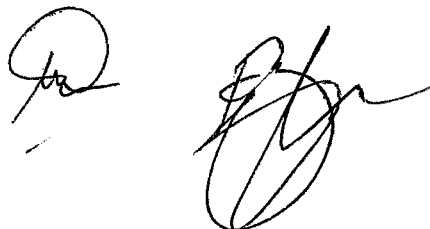
51. On 18 March 2022 and pursuant to the Orders made on 4 March 2022 (referred to at paragraph 13), my office received books and records, including electronic devices from ASIC. Upon review of those records, including the emails of Ms Caddick, I discovered that Ms Caddick had a ComputerShare Account with a portfolio of 595 Insurance Australia Group Limited (**IAG Shares**). Appearing at page 166 of **BG-40** is a copy of a letter from ComputerShare dated 20 September 2022 disclosing the IAG Shares held in Ms Caddick's name.
52. Based on my investigations, I am of the view that the IAG Shares constitute Receivership Property.
53. I refer to my affidavit sworn 23 February 2022 and note that I have previously engaged Ord Minnett to sell the shares held in the CommSec Domestic Share Trading Account and the CommSec International Share Trading Account. I intend to engage Ord Minnett to realise the IAG Shares.
54. I have received no objections to the realisation of the IAG Shares, other than a general objection from Mr Koletti.

General Household Items

55. On or around 18 May 2022, Mr Koletti vacated the Dover Heights Property.
56. Shortly thereafter, I engaged Pickles to attend the Dover Heights Property and take a detailed inventory of all chattels that remained at the Dover Heights Property. I refer to paragraph 70-72 of my Confidential Affidavit sworn 27 June 2022.
57. I consider that all chattels that remained at the Dover Heights Property constitute Receivership Property.

Two handwritten signatures in black ink are located at the bottom right of the page. The signature on the left is a stylized, cursive 'R' with a horizontal line underneath. The signature on the right is a more complex, cursive signature with multiple loops and a long horizontal tail.

58. Appearing at pages 167 - 169 of **BG-40** is a list of items that representatives of Pickles determined to be of commercial value being a value which through a sale process may give a surplus return (**Commercial Household Items**). Those items have been placed in storage in preparation of sale.
59. I intend to engage Pickles to sell the Commercial Household Items via auction.
60. I have received no objections to the realisation of the Commercial Household Items, other than a general objection from Mr Koletti.
61. There are a number of chattels remaining in the Dover Heights Property that were deemed by representatives of Pickles to be not of commercial value. A complete list was not taken by Pickles or my office but includes items such as:
- (a) stationery;
 - (b) small furnishing items such as cushions;
 - (c) cleaning products;
 - (d) general kitchen paraphernalia; and
 - (e) general small household items.
- (Uncommercial Household Items)**
62. On or about 2 September 2022, I am aware and verily believe that Swaab invited Barbara and Edward Grimley, Adam Grimley and Anthony Koletti to attend the Dover Heights Property to claim any of the Uncommercial Household Items. Appearing at pages 170 - 173 of **BG-40** is a copy of that correspondence.
63. I am aware and verily believe that Adam Grimley, Barbara and Edward Grimley attended the Dover Heights Property to claim various Uncommercial Household Items on 6 and 7 September 2022.
64. Mr Koletti did not respond to the invitation or to the correspondence.

Two handwritten signatures in black ink are positioned at the bottom right of the page. The signature on the left is a cursive 'A', and the signature on the right is a more complex cursive signature.

65. In circumstances where the cost to store and/or auction the Uncommercial Household Items would outweigh any potential return, I propose to dispose, donate or otherwise deal with the Uncommercial Household Items.

Objections raised

66. I refer to the following Affidavits sworn by my solicitor, Michael Hayter which set out the objections received up to 17 February 2022 from Interested Parties to the sale or realisation of Receivership Property:

- (a) Affidavit of Michael Kevin Hayter sworn 17 February 2022 (A Grimley);
- (b) Affidavit of Michael Kevin Hayter sworn 17 February 2022 (A Koletti);
- (c) Affidavit of Michael Kevin Hayter sworn 17 February 2022 (Grimleys).

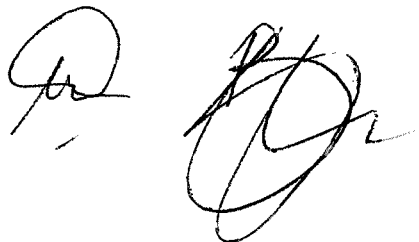
67. In summary, I outline below the objections I have received to date and the parties who have made those objections with reference to the specific items of Receivership Property sought to be realised in this application.

Edward and Barbara Grimley

68. The objections made by Edward and Barbara Grimley relate to:

- (a) the jewellery referred to in Schedules 1D and 1E; and
- (b) the Designer Goods in Schedule 2B.

69. As Receivers, we have obtained legal advice in considering the claims made by Edward and Barbara Grimley regarding the items identified in Schedules 1D and 2B are likely the property of Barbara Grimley which happened to be in the possession of Ms Caddick on 11 November 2020. We consider that the items identified in Schedule 1D and 2B do not constitute Receivership Property and propose to disclaim those items and deliver them to Ms Barbara Grimley.



70. As Receivers, we have obtained legal advice in considering the claims made by Edward and Barbara Grimley regarding the items identified in Schedule 1E. We consider that those items do constitute Receivership Property, however they are of little and no commercial value and we propose to disclaim the items identified in Schedule 1E and deliver them to Ms Barbara Grimley as to not incur unnecessary professional and legal costs.

Adam Grimley

71. The objection made by Mr Grimley relates to one item of jewellery identified in Schedule 1C.

72. Mr Grimley has not provided any evidence to support a claim to the asset in Schedule 1C and it is unclear as to whether Mr Grimley maintains that claim to the specific item or any items identified in the Schedules.

73. I propose to again write to Mr Grimley to confirm his position.

Anthony Koletti

74. As detailed in Affidavit of Michael Kevin Hayter sworn 17 February 2022, Mr Koletti initially made objections to specific items of Receivership Property and provided some documentation in support of his objection. A copy of a letter from Mr Koletti with the respective documentation appears at pages 174 - 205 of **BG-40**.

75. In addition, in the email on 3 February 2022 (appearing at pages 206 - 207 of **BG-40**), Mr Koletti makes a general objection to *'any assets or property belonging to Melissa Caddick, Barb and Ted grimley, Adam Grimley, Melissa's son and myself.'*

76. Based on the correspondence referred to in paragraph 73 above, I have separately included the items of Receivership Property that Mr Koletti objected to in Schedules 1B and 4B, so that if there is a contested application to deal with Mr Koletti's specific objections, the determination of that application may not delay the sale of other items.

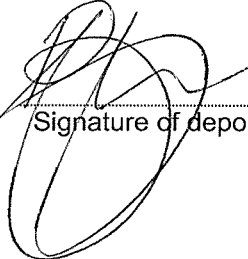
- 77. Despite repeated requests or referred to in the Affidavit of Michael Kevin Hayter sworn 17 February 2022, Mr Koletti has not provided any evidence to support a claim to any items of Receivership Property, including the assets identified in the Schedules 1A, 1B, 2A, 3, 4A and 4B annexed to this Interlocutory Applications.
- 78. It is unclear as to whether Mr Koletti maintains his claims to specific items of Receivership Property or 'all assets or property of Ms Caddick and others'. I have also reviewed numerous bank account statements of Mr Koletti and his company, Paws Off Productions Pty Ltd and have been unable to identify any contributions he or his company have made to purchase any of the items of Receivership Property referred to in the Interlocutory Application.
- 79. I propose to write to Mr Koletti to confirm his position.

Other Parties

- 80. I have received no other objections from any Interested Parties to the sale of the Receivership Property.

Sworn by the deponent
at *Baulkham Hills*
in New South Wales
on *28* September 2022
Before me:


Signature of witness

)
)
)
)

Signature of deponent

Name and qualification *Martin Duc Vu*
Justice of the Peace in NSW (203335)

EXHIBIT NOTE BG 40

COURT DETAILS

Court Federal Court of Australia
Division Commercial and Corporations
Registry New South Wales
Case number NSD1220/2020

TITLE OF PROCEEDINGS

First plaintiff **Australian Securities and Investments Commission**
First defendant **Melissa Louise Caddick and Anor**
Number of defendants **2**

This is the Exhibit marked "**BG 40**" to the Affidavit of **Bruce Gleeson** produced, shown and exhibited at the time of swearing this Affidavit before me on **28** September 2022.



Name: Martin Duc Vu

Capacity: Justice of the Peace in NSW (203335)

Address: Level 13, 189 Kent Street Sydney NSW

Filed on behalf of (name & role of party)	Bruce Gleeson & Daniel Robert Soire, Receivers of the Property of Melissa Louise Caddick		
Prepared by (name of person/lawyer)	Michael Kevin Hayter		
Law firm (if applicable)	Swaab		
Tel	02 9233 5544	Fax	02 9233 5400 Ref: 217242
Email	mkh@swaab.com.au		
Address for service (include state and postcode)	Level 4, 20 Hunter Street, Sydney NSW 2000		

[Form approved 01/08/2011]

Vanessa Duckworth

From: Vanessa Duckworth
Sent: Thursday, 7 January 2021 10:56 AM
To: info@canturi.com
Cc: Bruce Gleeson; Daniel Soire; Martin Vu
Subject: The Property of Melissa Louise Caddick (Receivers Appointed)
Attachments: 210107 Letter to Canturi.pdf

Importance: High

Dear Sir/Madam,

Please see attached dated 7 January 2021 with regards to the above matter.

Should you have any enquiries please do not hesitate to contact us on (02) 9251 5222

Regards

7 January 2021

URGENT

Canturi Corporation Pty Ltd ("Canturi")

Via email only: info@canturi.com

Dear Sir/Madam,

Re: The Property of Melissa Louise Caddick (Receivers Appointed)
Also known as: Melissa Caddick, Melissa L Caddick and Melissa Louise Grimley Caddick

We were appointed Joint and Several Receivers of Melissa Louise Caddick ("Ms Caddick") on 15 December 2020 pursuant to an Order of the Federal Court of Australia. Please find attached a copy of the Court Order confirming our appointment. You will note that certain parts of the Court Order have been redacted due to confidentiality and given the nature of our appointment, however relevantly Paragraph 5 confirms our appointment.

We have been advised that Canturi are holding jewellery which Ms Caddick has paid for prior to our appointment. In accordance with paragraph 5(a) of the Court Order, can you please provide the following:

1. A listing of all items of jewellery you are currently holding on behalf of Ms Caddick;
2. Photographs of the items in point 1;
3. Copies of all invoices / payments made by Ms Caddick for the items identified in point 1; and
4. A written undertaking that the items identified in point 1 will **not be dispersed, destroyed, modified or removed** from your possession without our written consent as Receivers of the Property of Ms Caddick.

We request that you provide the above information and written undertaking by 12pm on Friday 8 January 2021 as follows:

- a) By email to: bgleeson@jonespartners.net.au and dsoire@jonespartners.net.au; or
- b) To "Jones Partners Insolvency & Business Recovery, Level 13, 189 Kent Street, Sydney NSW 2000"

MARKED "PRIVATE & CONFIDENTIAL TO MESSRS GLEESON & SOIRE AS RECEIVERS OF THE PROPERTY OF MELISSA LOUISE CADDICK"

We may require an inspection of the jewellery and will be in contact should we wish to do so.

If you have any queries, please contact Ms Vanessa Duckworth or Mr Martin Vu of this office by telephone on (02) 9251 5222 or by email at maliver@jonespartners.net.au.

Yours faithfully

**The Property of Melissa Louise Caddick
(Receivers Appointed)**



**Bruce Gleeson / Daniel Robert Soire
Joint and Several Receivers**



Federal Court of Australia

District Registry: New South Wales

Division: General

No: NSD1220/2020

AUSTRALIAN SECURITIES & INVESTMENTS COMMISSION
Plaintiff

MELISSA LOUISE CADDICK and another named in the schedule
Defendant

ORDER

JUDGE: JUSTICE MARKOVIC

DATE OF ORDER: 15 December 2020

WHERE MADE: Sydney

For the purposes of these orders:

- “Property” means all real or personal property, assets or interests in property of any kind, within or outside Australia including, by virtue of s 1323(2A) of the *Corporations Act 2001* (Cth) (**Act**), any property held otherwise than as sole beneficial owner.

█ [REDACTED]
[REDACTED]

THE COURT ORDERS THAT:

█ [REDACTED]

█ [REDACTED]
[REDACTED]
[REDACTED]

█ [REDACTED]
[REDACTED]

█ [REDACTED]

█ [REDACTED]

Appointment of Receivers

5. Until further order, pursuant to s 1323(1)(h)(i) of the Act, Bruce Gleeson and Daniel Robert Soire of Jones Partners of Level 13, 189 Kent St, Sydney NSW 2000 be



appointed as joint and several receivers (**Receivers**) of the Property of the first defendant for the purpose of:

- (a) identifying, collecting and securing the Property of the first defendant;
- (b) approving or making the payments from the Property of the first defendant permitted by Order 11 of the Orders made on 10 November 2020 as varied;
- (c) ascertaining the amount of money received by the first defendant from funds paid to the second defendant by investors for investment (**Investor Funds**);
- (d) identifying any Investor Funds held by the first defendant, any Property acquired by the first defendant with Investor Funds and any payments made by the first defendant to third parties with Investor Funds and any other dealings by the first defendant with Investor Funds; and
- (e) ascertaining whether any money was paid directly to the first defendant by investors for investment and identifying the matters set out in paragraph (d) above in relation to any such money.

6. For the purpose of attaining the objectives for which the Receivers are appointed, the Receivers shall have the following powers:

- (a) subject to paragraph (d) below, the powers set out in s 420(1) and s 420(2)(a), (e), (f), (k), (o), (p), (q), and (r) of the Act as if the references to corporation were references to the first defendant;

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

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█ [Redacted]

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█ [Redacted]

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█ [Redacted]

█ [Redacted]

█ [Redacted]

█ [Redacted]

█ [Redacted]

█ [Redacted]

█ [Redacted]

█ [Redacted]

Appointment of Provisional Liquidators

- 10. Pursuant to s 472(2) of the Act, Bruce Gleeson and Daniel Robert Soire of Jones Partners of Level 13, 189 Kent St, Sydney NSW 2000 be appointed as joint and several provisional liquidators (**Provisional Liquidators**) to the second defendant.
- 11. The Provisional Liquidators have the powers set out in the Act [Redacted]

█ [Redacted]

█ [Redacted]

█ [Redacted]

█ [Redacted]

█ [Redacted]

█ [Redacted]

█ [Redacted]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[Redacted text block]

Date that entry is stamped: 15 December 2020

Sia Lagos
Registrar



Schedule

No: NSD1220/2020

Federal Court of Australia

District Registry: New South Wales

Division: General

Second Defendant MALIVER PTY LTD

Vanessa Duckworth

From: Vanessa Duckworth
Sent: Thursday, 7 January 2021 10:56 AM
To: 'info@canturi.com'
Cc: Bruce Gleeson; Daniel Soire; Martin Vu
Subject: Maliver Pty Limited (In Provisional Liquidation)
Attachments: 210107 Letter to Canturi.pdf

Importance: High

Dear Sir/Madam,

Please see attached dated 7 January 2021 with regards to the above matter.

Should you have any enquiries please do not hesitate to contact us on (02) 9251 5222

Regards

7 January 2021

URGENT

Canturi Corporation Pty Ltd (“Canturi”)

Via email only: info@canturi.com

Dear Sir/Madam,

**Re: Maliver Pty Limited
(In Provisional Liquidation)
ACN 164 334 918 (“the Company”)**

We were appointed Joint and Several Provisional Liquidators of the Company on 15 December 2020 pursuant to an Order of the Federal Court of Australia. Please find attached a copy of the Court Order confirming our appointment. You will note that certain parts of the Court Order have been redacted due to confidentiality and given the nature of our appointment, however relevantly Paragraph 10 confirms our appointment.

We have been advised that Canturi are holding jewellery which the Company has paid for prior to our appointment. To assist with our investigations, can you please provide the following:

1. A listing of all items of jewellery you are currently holding on behalf of the Company;
2. Photographs of the items in point 1;
3. Copies of all invoices / payments made by the Company for the items identified in point 1; and
4. A written undertaking that the items identified in point 1 will **not be dispersed, destroyed, modified or removed** from your possession without our written consent as Provisional Liquidators of the Company.

We request that you provide the above information and written undertaking by 12pm on Friday 8 January 2021 as follows:

- a) By email to: bgleeson@jonespartners.net.au and dsoire@jonespartners.net.au; or
- b) To “Jones Partners Insolvency & Business Recovery, Level 13, 189 Kent Street, Sydney NSW 2000”

MARKED “PRIVATE & CONFIDENTIAL TO MESSRS GLEESON & SOIRE AS PROVISIONAL LIQUIDATORS OF MALIVER PTY LIMITED”

We may require an inspection of the jewellery and will be in contact should we wish to do so.

If you have any queries, please contact Ms Vanessa Duckworth or Mr Martin Vu of this office by telephone on (02) 9251 5222 or by email at maliver@jonespartners.net.au.

Yours faithfully

Maliver Pty Limited
(In Provisional Liquidation)



Bruce Gleeson / Daniel Robert Soire
Joint and Several Provisional Liquidators



Federal Court of Australia

District Registry: New South Wales

Division: General

No: NSD1220/2020

AUSTRALIAN SECURITIES & INVESTMENTS COMMISSION
Plaintiff

MELISSA LOUISE CADDICK and another named in the schedule
Defendant

ORDER

JUDGE: JUSTICE MARKOVIC

DATE OF ORDER: 15 December 2020

WHERE MADE: Sydney

For the purposes of these orders:

- “Property” means all real or personal property, assets or interests in property of any kind, within or outside Australia including, by virtue of s 1323(2A) of the *Corporations Act 2001* (Cth) (**Act**), any property held otherwise than as sole beneficial owner.

█ [REDACTED]
[REDACTED]

THE COURT ORDERS THAT:

█ [REDACTED]

█ [REDACTED]
[REDACTED]
[REDACTED]

█ [REDACTED]
[REDACTED]

█ [REDACTED]

█ [REDACTED]

Appointment of Receivers

5. Until further order, pursuant to s 1323(1)(h)(i) of the Act, Bruce Gleeson and Daniel Robert Soire of Jones Partners of Level 13, 189 Kent St, Sydney NSW 2000 be



appointed as joint and several receivers (**Receivers**) of the Property of the first defendant for the purpose of:

- (a) identifying, collecting and securing the Property of the first defendant;
- (b) approving or making the payments from the Property of the first defendant permitted by Order 11 of the Orders made on 10 November 2020 as varied;
- (c) ascertaining the amount of money received by the first defendant from funds paid to the second defendant by investors for investment (**Investor Funds**);
- (d) identifying any Investor Funds held by the first defendant, any Property acquired by the first defendant with Investor Funds and any payments made by the first defendant to third parties with Investor Funds and any other dealings by the first defendant with Investor Funds; and
- (e) ascertaining whether any money was paid directly to the first defendant by investors for investment and identifying the matters set out in paragraph (d) above in relation to any such money.

6. For the purpose of attaining the objectives for which the Receivers are appointed, the Receivers shall have the following powers:

- (a) subject to paragraph (d) below, the powers set out in s 420(1) and s 420(2)(a), (e), (f), (k), (o), (p), (q), and (r) of the Act as if the references to corporation were references to the first defendant;

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

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[Redacted]

[Redacted]

[Redacted]

[Redacted]



Schedule

No: NSD1220/2020

Federal Court of Australia

District Registry: New South Wales

Division: General

Second Defendant MALIVER PTY LTD

Vanessa Duckworth

From: Patricia Canturi <Patricia.Canturi@canturi.com>
Sent: Friday, 8 January 2021 11:12 AM
To: Vanessa Duckworth
Subject: Canturi
Attachments: Written Undertaking_StefanoCanturi.pdf; ATT00001.htm

Hi Vanessa,

Please see attached.

More to come next week.

My best
Patricia Canturi

This message and its attachments are intended solely for the addressee(s) and are confidential. If you receive this message in error please delete it and immediately notify the sender. Any use of this message and/or its contents by anyone other than an addressee and any further distribution or disclosure of its contents, either in whole or in part, is prohibited, except with the prior written approval of the sender. This message has no contractual value and in no way represents a commitment of Canturi Corporation Pty Ltd. This message has been transmitted over the Internet and Canturi Corporation Pty Ltd cannot therefore guarantee its integrity nor that it will be received and read only by the addressee(s). In no event shall Canturi Corporation Pty Ltd be liable for any modifications to the message that may occur during its transmission, nor for any unauthorized use of its contents by anyone other than the addressee(s).

7 January 2021

Jones Partners Insolvency & Business Recovery
Level 13, 189 Kent Street
Sydney NSW 2000

PRIVATE & CONFIDENTIAL TO MESSRS GLEESON & SOIRE
AS PROVISIONAL LIQUIDATORS OF MALIVER PTY LIMITED

Re: Maliver Pty Limited
(In Provisional Liquidation)
ACN 164 334 918 ("the Company")

Canturi Corporation Pty Ltd hereby confirms the items requested in Point 1,
contained in Jones Partners email of 7/1/2021, will not be:

Dispersed

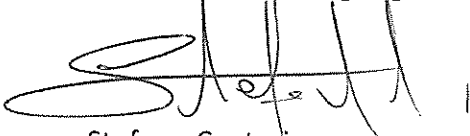
Destroyed

Modified

Removed,

from its possession without written consent from Jones Partners, as Provisional
Liquidators appointed of Maliver Pty Limited.

Written undertaking, signed by:



Stefano Canturi
Managing Director
Canturi Corporation Pty Ltd



Federal Court of Australia

District Registry: New South Wales

Division: General

No: NSD1220/2020

AUSTRALIAN SECURITIES & INVESTMENTS COMMISSION

Plaintiff

MELISSA LOUISE CADDICK and others named in the schedule

Defendant

ORDER

JUDGE: JUSTICE MARKOVIC

DATE OF ORDER: 4 March 2022

WHERE MADE: Sydney

THE COURT ORDERS THAT:

1. Bruce Gleeson and Daniel Robert Soire (**Receivers**) in their capacity as receivers of the property of Melissa Louise Caddick are justified in realising, by sale, the shares identified in Schedule 1 to these Orders and applying the proceeds of sale:
 - (a) first, in discharge of the costs of the sale process; and
 - (b) thereafter, by deposit into the Receivers' trust account established in accordance with Order 4(d) of the Orders made on 22 November 2021 (**Receivers' Trust Account**).
2. The Receivers are justified in realising the monies held in the bank accounts identified in Schedule 2 to these Orders and applying the proceeds of such realisation:
 - (a) first, in discharge of the costs of the realisation process (if any); and
 - (b) thereafter, by deposit into the Receivers' Trust Account.
3. The Receivers are justified in taking possession of the books, records and assets identified in Schedule 3 to these Orders (**Assets**) from the Australian Securities Investment Commission (**ASIC**), the Australian Federal Police, and any other parties who hold those Assets on behalf of ASIC and/or the Australian Federal Police.
4. The Receivers' costs of this application be costs of the receivership.



5. Pursuant to section 37AI of the *Federal Court of Australia Act 1976* (Cth) (**Federal Court Act**), and subject to further order, there is to be no publication or disclosure of the exhibits BG-1 to BG-31 to the affidavit of Bruce Gleeson sworn on 10 February 2022.
6. Pursuant to s 37AF(1)(a) and (b) and s 37AG(1)(a) and (c) of the Federal Court Act, until further order the publication or disclosure of the affidavits of Bruce Gleeson sworn 12 May 2021, 2 February 2022, 10 February 2022 and 23 February 2022 and the six affidavits of Michael Kevin Hayter sworn 17 February 2022 which concern communication with and service on various parties and each of the exhibits thereto which are marked MKH1, MKH2, MKH2, MKH3, MKH7 and R3, R4, R5 and R6, insofar as they refer to:
 - (a) the name of the son of the first defendant;
 - (b) the address, telephone number and email address of Anthony Caddick;
 - (c) the email address of Anthony Koletti; and
 - (d) the addresses of properties included in the definition of real property in the third further amended originating process filed by the ASIC on 23 November 2021, is prohibited other than to the parties to this proceeding and each of their legal representatives.
7. Pursuant to s 37A(1)(a) and (b) and s 37AG(1)(a) and (c) of the Federal Court Act until further order the publication or disclosure of Schedule 2 to these Orders insofar as it discloses bank account numbers and Schedule 3 to these Orders insofar as it discloses properties, addresses and other personal details is prohibited other than to the parties to this proceeding and each of their legal representatives.

Date that entry is stamped: 4 March 2022

Sia Lagos
Registrar



Schedule 1

Financial Institution	Account Details
Commonwealth Securities Limited (International trading account)	<u>OAC-375746</u>
Commonwealth Securities Limited (Domestic trading account)	<u>81003182</u> <u>2422359</u>

Schedule 2

Financial Institution	Account Name	Account Details
Commonwealth Bank of Australia	Melissa Caddick	[REDACTED]
Commonwealth Securities Limited	Melissa Louise Caddick	[REDACTED]
National Australia Bank	Melissa Louise Caddick	[REDACTED]
National Australia Bank	Melissa Louise Caddick	[REDACTED]
National Australia Bank	Melissa Louise Caddick	[REDACTED]
Westpac Banking Corporation	Melissa Louise Caddick	[REDACTED]
American Express Australia Limited	Melissa Caddick	[REDACTED]

Schedule 3

Consignment ID	Param	Hierarchy	Container ID	Container Type	Container Name	AFP Exhibit	Reginal Level	Shelf Location	Category	Notes
50217770	502287359	Primary	502287359	Plastic Bag	Item No: 001. AFP Seal No: 427320. Containing one (1) Centari Box and necklace.	Item 001	N/A	SRO-COMPACTUS-DCU Level 5, Locked Compactus	POC	Jewellery
50217770	502287360	Primary	502287360	Plastic Bag	Item No: 002. AFP Seal No: 427321. Containing Louis Vuitton box and necklace.	Item 002	N/A	SRO-COMPACTUS-DCU Level 5, Locked Compactus	POC	Jewellery
50217770	502287363	Primary	502287363	Plastic Bag	Item No: 003. AFP Seal No: 427323.	Item 003	N/A	SRO-COMPACTUS-DCU Level 5, Locked Compactus	POC	Jewellery
50217770	502287364	Primary	502287364	Plastic Bag	Item No: 004. AFP Seal No: 427324. Containing one (1) Centari box containing one (1) necklace.	Item 004	N/A	SRO-COMPACTUS-DCU Level 5, Locked Compactus	POC	Jewellery
50217770	502287365	Primary	502287365	Plastic Bag	Item No: 005 AFP Seal No: 427325 containing jewellery box and bangles.	Item 005	N/A	SRO-COMPACTUS-DCU Level 5, Locked Compactus	POC	Jewellery
50217770	502287366	Primary	502287366	Plastic Bag	Item No: 006. AFP Seal No: 427326. Containing one (1) Breitling box lid with black watch and silver hardware.	Item 006	N/A	SRO-COMPACTUS-DCU Level 5, Locked Compactus	POC	Jewellery
50217770	502287367	Primary	502287367	Plastic Bag	Item No: 007. AFP Seal No: 427327. Containing one (1) Dior Box containing one (1) watch.	Item 007	N/A	SRO-COMPACTUS-DCU Level 5, Locked Compactus	POC	Jewellery
50217770	502287368	Primary	502287368	Plastic Bag	Item No: 008. AFP Seal No: 427328. Containing jewellery box containing earrings.	Item 008	N/A	SRO-COMPACTUS-DCU Level 5, Locked Compactus	POC	Jewellery
50217770	502287369	Primary	502287369	Plastic Bag	Item No: 009 AFP Seal No: 427329. Containing jewellery box containing earrings.	Item 009	N/A	SRO-COMPACTUS-DCU Level 5, Locked Compactus	POC	Jewellery
50217770	502287370	Primary	502287370	Plastic Bag	Item No: 010 AFP Seal No: 427330 containing one (1) Cartier box and cufflinks.	Item 010	N/A	SRO-COMPACTUS-DCU Level 5, Locked Compactus	POC	Jewellery
50217770	502287371	Primary	502287371	Plastic Bag	Item No: 011. AFP Seal No: 427331. Containing Cartier Box and cufflinks within it.	Item 011	N/A	SRO-COMPACTUS-DCU Level 5, Locked Compactus	POC	Jewellery
50217770	502287372	Primary	502287372	Plastic Bag	Item No: 012 AFP Seal No: 427332 containing Cartier Box and ring labelled "Adams Ring".	Item 012	N/A	SRO-COMPACTUS-DCU Level 5, Locked Compactus	POC	Jewellery
50217770	502287373	Primary	502287373	Plastic Bag	Item Number: 013. AFP Seal No: 427333. Containing four (4) Cartier pouches with pearls, charm bracelet and earrings.	Item 013	N/A	SRO-COMPACTUS-DCU Level 5, Locked Compactus	POC	Jewellery
50217770	502287374	Primary	502287374	Plastic Bag	Item No: 014 AFP Seal No: 427334 containing Louis Vuitton receipt.	Item 014	N/A	SRO-COMPACTUS-DCU Level 5, Locked Compactus	POC	Jewellery
50217770	502287375	Primary	502287375	Plastic Bag	Item No: 015 AFP Seal No: 427335 containing one (1) navy blue Dior shorts.	Item 015	N/A	SRO-COMPACTUS-DCU Level 5, Locked Compactus	POC	Jewellery
50217770	502287376	Primary	502287376	Archive Box	Item 016 - AFP Seal 427336 - containing two (2) lever arch folders.	Item 016	MAL-0011	SRO-50253-DCU Level 5, Shelf 50253	Hard Copy	
50217770	502287376	Secondary	502013877	Loose Documents	Black Titled Cartier Valuations - Purchase Orders.		MAL-0011.0000	SRO-50253-DCU Level 5, Shelf 50253	Hard Copy	
50217770	502287376	Secondary	502013877	Lever Arch File			MAL-0011.0001	SRO-50253-DCU Level 5, Shelf 50253	Hard Copy	
50217770	502287376	Secondary	502013878	Folder	Black Titled "M Cadillac 15/9/16 Will - POA"		MAL-0011.0002	SRO-50253-DCU Level 5, Shelf 50253	Hard Copy	
50217770	502287377	Primary	502287377	Plastic Bag	Item No: 017 AFP Seal NO 427337. Containing invoice for Stella ring, Cartier.	Item 017	N/A	SRO-COMPACTUS-DCU Level 5, Locked Compactus	POC	Jewellery
50217770	502287378	Primary	502287378	Plastic Bag	Item No: 018. AFP Seal No: 427338. Containing one (1) Cartier box containing one (1) bracelet.	Item 018	N/A	SRO-COMPACTUS-DCU Level 5, Locked Compactus	POC	Jewellery
50217770	502287379	Primary	502287379	Plastic Bag	Item No: 019 AFP Seal No: 427339. Containing Louis Vuitton Wallet with cufflinks.	Item 019	N/A	SRO-COMPACTUS-DCU Level 5, Locked Compactus	POC	Jewellery
50217770	502287380	Primary	502287380	Plastic Bag	Item number: 020. AFP Seal No: 427340. Containing Cartier Box and a diamond cart watch in it.	Item 020	N/A	SRO-COMPACTUS-DCU Level 5, Locked Compactus	POC	Jewellery
50217770	502287381	Primary	502287381	Plastic Bag	Item No: 021. AFP Seal No: 427342. Containing Cartier Box with necklace.	Item 021	N/A	SRO-COMPACTUS-DCU Level 5, Locked Compactus	POC	Jewellery
50217770	502287382	Primary	502287382	Plastic Bag	Item Number: 022 AFP Seal No: 427343. Containing jewellery box with ring.	Item 022	N/A	SRO-COMPACTUS-DCU Level 5, Locked Compactus	POC	Jewellery
50217770	502287383	Primary	502287383	Plastic Bag	Item Number: 023. AFP Seal No: 427344. containing Louis Vuitton digital watch. Contains LV Eclipsis monogram tag, and cord.	Item 023	N/A	SRO-COMPACTUS-DCU Level 5, Locked Compactus	POC	Jewellery
50217770	502287384	Primary	502287384	Plastic Bag	Item Number: 024. AFP Seal No: 427345. Containing Calendar in A4 Sheet.	Item 024	N/A	SRO-COMPACTUS-DCU Level 5, Locked Compactus	POC	Jewellery
50217770	502287385	Primary	502287385	Plastic Bag	Item 025 - AFP Seal ID 427346 - containing one (1) white Dior handbag	Item 025	N/A	SRO-50737-DCU Level 5, Shelf 50737	POC	Handbags
50217770	502287386	Primary	502287386	Plastic Bag	Item 026 - AFP Seal 427347 - containing one (1) Chanel Purse	Item 026	N/A	SRO-50737-DCU Level 5, Shelf 50737	POC	Handbags
50217770	502287387	Primary	502287387	Plastic Bag	Item 027 - AFP Seal 427348 - containing one (1) Louis Vuitton wallet.	Item 027	N/A	SRO-50737-DCU Level 5, Shelf 50737	POC	Other
50217770	502287388	Primary	502287388	Plastic Bag	Item 028 - AFP Seal 427349 - containing one (1) silver and orange Lacie branded hard drive	Item 028	N/A	SRO-UMAS-Unassigned	Electronic	
50217770	502287388	Secondary	502177788	Hard Drive	Orange Lacie Harddrive, Serial Number: N117JK.				Electronic	
50217770	502287389	Primary	502287389	Plastic Bag	Item 029 - AFP Seal ID 427350 - containing one (1) Christian Dior perfume	Item 029	N/A	SRO-50737-DCU Level 5, Shelf 50737	POC	Other

PSR -

50217770	502282390	Primary	502282390	Plastic Bag	Item 030 - AFP Seal 427351 - containing one (1) Chanel bag	Item 030	N/A	SRO-50237-DCU Level 5, Shelf 50237	PDC	Handbags
50217770	502282391	Primary	502282391	Plastic Bag	Item No 031 AFP Seal No 427352. Containing one (1) Dior box and jewellery	Item 031	N/A	SRO-COMPACTUS-DCU Level 5, Locked Compartment	PDC	Jewellery
50217770	502282392	Primary	502282392	Plastic Bag	Item 032 - AFP Seal ID 427353 - containing one (1) Dior liquid hand soap	Item 032	N/A	SRO-50237-DCU Level 5, Shelf 50237	PDC	Other
50217770	502282393	Primary	502282393	Plastic Bag	Item 033 - AFP Seal ID 427354 - containing one (1) Dior bag	Item 033	N/A	SRO-50237-DCU Level 5, Shelf 50237	PDC	Handbags
50217770	502282394	Primary	502282394	Elastic File	Item 034 - AFP Seal ID 427355 - containing one (1) Louis Vuitton bag	Item 034	N/A	SRO-50238-DCU Level 5, Shelf 50238	PDC	Handbags
50217770	502282395	Primary	502282395	Archive Box	Item 035 - AFP Seal 427356 - containing four (4) lever arch folders	Item 035	MAL-0012	SRO-50249-DCU Level 5, Shelf 50249	Hard Copy	
50217770	502282396	Secondary	502613879	Folder	Black Titled - Self Managed - Superannuation Fund Register		MAL-0012-0001	SRO-50249-DCU Level 5, Shelf 50249	Hard Copy	
50217770	502282396	Secondary	502613880	Folder	Black Titled - Superannuation Accounting - Self Managed - Superannuation Fund Register		MAL-0012-0002	SRO-50249-DCU Level 5, Shelf 50249	Hard Copy	
50217770	502282396	Secondary	502613881	Folder	Black Titled - Superannuation Accounting - Self Managed - Superannuation Fund Register		MAL-0012-0003	SRO-50249-DCU Level 5, Shelf 50249	Hard Copy	
50217770	502282396	Secondary	502613882	Folder	Black - Titled - Superannuation Accounting - Self Managed - Superannuation Fund Register		MAL-0012-0004	SRO-50249-DCU Level 5, Shelf 50249	Hard Copy	
50217770	502282396	Primary	502282396	Archive Box	Item 036 - AFP Seal 427357 - containing three (3) lever arch folders	Item 036	MAL-0013	SRO-50252-DCU Level 5, Shelf 50252	Hard Copy	
50217770	502282396	Secondary	502613883	Lever Arch File	Black Titled - [REDACTED] Nov 2016 Contract State		MAL-0013-0001	SRO-50252-DCU Level 5, Shelf 50252	Hard Copy	
50217770	502282396	Secondary	502613884	Lever Arch File	Black - Bank Recs 1 Jul 2020 - 30 June 2021		MAL-0013-0002	SRO-50252-DCU Level 5, Shelf 50252	Hard Copy	
50217770	502282396	Secondary	502613885	Lever Arch File	Black Titled - Wallapan Road - Floor Plans etc		MAL-0013-0003	SRO-50252-DCU Level 5, Shelf 50252	Hard Copy	
50217770	502282397	Primary	502282397	Archive Box	Item 037 - AFP Seal 427358 - containing four (4) lever arch folders	Item 037	MAL-0014	SRO-50252-DCU Level 5, Shelf 50252	Hard Copy	
50217770	502282397	Secondary	502613886	Folder	Blue - Titled - Malvern Pty Limited		MAL-0014-0001	SRO-50252-DCU Level 5, Shelf 50252	Hard Copy	
50217770	502282397	Secondary	502613887	Lever Arch File	Black Titled - Caddis & Services Trust 2016 Tax/FW Stats - Malvern Capital Group		MAL-0014-0002	SRO-50252-DCU Level 5, Shelf 50252	Hard Copy	
50217770	502282397	Secondary	502613888	Lever Arch File	Black Titled - [REDACTED] Insurance 09/2016 CAPS		MAL-0014-0003	SRO-50252-DCU Level 5, Shelf 50252	Hard Copy	
50217770	502282397	Secondary	502613889	Lever Arch File	Black - Titled - [REDACTED] Home Contents Art Jewels		MAL-0014-0004	SRO-50252-DCU Level 5, Shelf 50252	Hard Copy	
50217770	502282398	Primary	502282398	Plastic Bag	Item 038 - AFP Seal 427359	Item 038	MAL-0015	SRO-50253-DCU Level 5, Shelf 50253	Hard Copy	
50217770	502282399	Primary	502282399	Archive Box	Item 039 - AFP Seal 427360 - (two (2) lever arch folders)	Item 039	MAL-0016	SRO-50256-DCU Level 5, Shelf 50256	Hard Copy	
50217770	502282399	Secondary	502613891	Lever Arch File	[REDACTED]		MAL-0016-0001	SRO-50256-DCU Level 5, Shelf 50256	Hard Copy	
50217770	502282399	Secondary	502613892	Lever Arch File	[REDACTED]		MAL-0016-0002	SRO-50256-DCU Level 5, Shelf 50256	Hard Copy	
50217770	502282399	Secondary	502613893	Lever Arch File	[REDACTED]		MAL-0016-0003	SRO-50256-DCU Level 5, Shelf 50256	Hard Copy	
50217770	502282399	Secondary	502613894	Lever Arch File	[REDACTED]		MAL-0016-0004	SRO-50256-DCU Level 5, Shelf 50256	Hard Copy	
50217770	502282399	Secondary	502613895	Lever Arch File	[REDACTED]		MAL-0016-0005	SRO-50256-DCU Level 5, Shelf 50256	Hard Copy	
50217770	502282400	Primary	502282400	Archive Box	Item 040 - AFP Seal ID 427361 - containing five (5) lever arch folders	Item 040	MAL-0017	SRO-50254-DCU Level 5, Shelf 50254	Hard Copy	
50217770	502282400	Secondary	502613896	Lever Arch File	Black Green Titled - Capital Super Fund		MAL-0017-0001	SRO-50254-DCU Level 5, Shelf 50254	Hard Copy	
50217770	502282400	Secondary	502613897	Lever Arch File	[REDACTED]		MAL-0017-0002	SRO-50254-DCU Level 5, Shelf 50254	Hard Copy	
50217770	502282400	Secondary	502613898	Lever Arch File	[REDACTED]		MAL-0017-0003	SRO-50254-DCU Level 5, Shelf 50254	Hard Copy	
50217770	502282400	Secondary	502613899	Lever Arch File	[REDACTED]		MAL-0017-0004	SRO-50254-DCU Level 5, Shelf 50254	Hard Copy	
50217770	502282400	Secondary	502613900	Lever Arch File	[REDACTED]		MAL-0017-0005	SRO-50254-DCU Level 5, Shelf 50254	Hard Copy	
50217770	502282401	Primary	502282401	Archive Box	Item 041 - AFP Seal 427362 - containing four (4) lever arch folders	Item 041	MAL-0018	SRO-50264-DCU Level 5, Shelf 50264	Hard Copy	
50217770	502282401	Secondary	502613901	Lever Arch File	[REDACTED]		MAL-0018-0001	SRO-50264-DCU Level 5, Shelf 50264	Hard Copy	
50217770	502282401	Secondary	502613902	Lever Arch File	[REDACTED]		MAL-0018-0002	SRO-50264-DCU Level 5, Shelf 50264	Hard Copy	
50217770	502282401	Secondary	502613903	Lever Arch File	[REDACTED]		MAL-0018-0003	SRO-50264-DCU Level 5, Shelf 50264	Hard Copy	
50217770	502282401	Secondary	502613904	Lever Arch File	[REDACTED]		MAL-0018-0004	SRO-50264-DCU Level 5, Shelf 50264	Hard Copy	
50217770	502282402	Primary	502282402	Archive Box	Item Number 042 - AFP Seal No: 427363. Containing three (3) plastic files, three (3) plastic sleeves, one binder and one (1) magazine, and loose documents.	Item 042	MAL-0019	SRO-50280-DCU Level 5, Shelf 50280	Hard Copy	
50217770	502282402	Secondary	502613905	Folder	[REDACTED]		MAL-0019-0001	SRO-50280-DCU Level 5, Shelf 50280	Hard Copy	
50217770	502282402	Secondary	502613906	Folder	[REDACTED]		MAL-0019-0002	SRO-50280-DCU Level 5, Shelf 50280	Hard Copy	
50217770	502282402	Secondary	502613907	Folder	[REDACTED]		MAL-0019-0003	SRO-50280-DCU Level 5, Shelf 50280	Hard Copy	
50217770	502282402	Secondary	502613908	Plastic Bag	Containing 2 plastic sleeves, bank statements spreadsheet printouts, correspondence and 2 HA magazines.		MAL-0019-0004	SRO-50280-DCU Level 5, Shelf 50280	Hard Copy	
50217770	502282403	Primary	502282403	Archive Box	Item Number: 043 - AFP Seal No: 427364. Containing four (4) Dior hoodia style jumpers, and three (3) Dior bags.	Item 043	N/A	SRO-50238-DCU Level 5, Shelf 50238	PDC	Clothing

PSR -

50217770	502287405	Primary	502287405	Archive Box	Item 044 - AFP Serial ID: 427365 - containing one (1) purse and two (2) Dior T-shirts and one (1) Dior Hoodie	Item 044	N/A	SRO-50735-DCU Level 5, Shelf 50735	PDC	Clothing
50217770	502287405	Primary	502287405	Archive Box	Item 045 - AFP Serial ID: 427366 - containing files	Item 045	MAL.0020	SRO-50276-DCU Level 5, Shelf 50276	Hard Copy	
50217770	502287405	Secondary	502613909	Plastic Bag			MAL.0020.0001	SRO-50276-DCU Level 5, Shelf 50276	Hard Copy	
50217770	502287405	Secondary	502613910	Plastic Bag			MAL.0020.0001	SRO-50276-DCU Level 5, Shelf 50276	Hard Copy	
50217770	502287405	Secondary	502613911	Plastic Bag			MAL.0020.0001	SRO-50276-DCU Level 5, Shelf 50276	Hard Copy	
50217770	502287405	Secondary	502613913	Plastic Bag			MAL.0020.0004	SRO-50276-DCU Level 5, Shelf 50276	Hard Copy	
50217770	502287405	Tertiary	502613911	CD			MAL.0020.0010	SRO-50276-DCU Level 5, Shelf 50276	Electronic	
50217770	502287405	Secondary	502613914	Plastic Bag			MAL.0020.0005	SRO-50276-DCU Level 5, Shelf 50276	Hard Copy	
50217770	502287405	Secondary	502613915	Plastic Bag			MAL.0020.0006	SRO-50276-DCU Level 5, Shelf 50276	Hard Copy	
50217770	502287405	Tertiary	502613916	Pouch			MAL.0020.0007	SRO-50276-DCU Level 5, Shelf 50276	Hard Copy	
50217770	502287405	Secondary	502613917	Plastic Bag			MAL.0020.0008	SRO-50276-DCU Level 5, Shelf 50276	Hard Copy	
50217770	502287405	Secondary	502613918	Plastic Bag			MAL.0020.0009	SRO-50276-DCU Level 5, Shelf 50276	Hard Copy	
50217770	502287406	Primary	502287406	Archive Box	Item 046 - AFP Serial ID: 427367 - containing files	Item 046	MAL.0021	SRO-50274-DCU Level 5, Shelf 50274	Hard Copy	
50217770	502287406	Secondary	502613919	Plastic Bag			MAL.0021.0001	SRO-50274-DCU Level 5, Shelf 50274	Hard Copy	
50217770	502287406	Secondary	502613920	Plastic Bag			MAL.0021.0002	SRO-50274-DCU Level 5, Shelf 50274	Hard Copy	
50217770	502287406	Secondary	502613921	Plastic Bag			MAL.0021.0003	SRO-50274-DCU Level 5, Shelf 50274	Hard Copy	
50217770	502287406	Secondary	502613922	Plastic Bag			MAL.0021.0004	SRO-50274-DCU Level 5, Shelf 50274	Hard Copy	
50217770	502287406	Secondary	502613923	Plastic Bag			MAL.0021.0005	SRO-50274-DCU Level 5, Shelf 50274	Hard Copy	
50217770	502287406	Secondary	502613924	Plastic Bag			MAL.0021.0006	SRO-50274-DCU Level 5, Shelf 50274	Hard Copy	
50217770	502287406	Secondary	502613925	Plastic Bag			MAL.0021.0007	SRO-50274-DCU Level 5, Shelf 50274	Hard Copy	
50217770	502287406	Secondary	502613926	Plastic Bag			MAL.0021.0008	SRO-50274-DCU Level 5, Shelf 50274	Hard Copy	
50217770	502287406	Secondary	502613927	Plastic Bag			MAL.0021.0009	SRO-50274-DCU Level 5, Shelf 50274	Hard Copy	
50217770	502287406	Secondary	502613928	Plastic Bag			MAL.0021.0010	SRO-50274-DCU Level 5, Shelf 50274	Hard Copy	
50217770	502287407	Primary	502287407	Archive Box	Item 047 - AFP Serial 427368 - containing client files	Item 047	MAL.0022	SRO-50266-DCU Level 5, Shelf 50266	Hard Copy	
50217770	502287407	Secondary	502613929	Plastic Bag			MAL.0022.0001	SRO-50266-DCU Level 5, Shelf 50266	Hard Copy	
50217770	502287407	Secondary	502613930	Plastic Bag			MAL.0022.0002	SRO-50266-DCU Level 5, Shelf 50266	Hard Copy	
50217770	502287407	Secondary	502485022	CD	Unlabelled 502505 AFP Super Concepts 2 x 3.5"		MAL.0022.0021	SRO-50266-DCU Level 5, Shelf 50266	Electronic	
50217770	502287407	Secondary	502613931	Plastic Bag			MAL.0022.0003	SRO-50266-DCU Level 5, Shelf 50266	Hard Copy	
50217770	502287407	Secondary	502613932	Plastic Bag			MAL.0022.0004	SRO-50266-DCU Level 5, Shelf 50266	Hard Copy	
50217770	502287407	Secondary	502613933	Plastic Bag			MAL.0022.0005	SRO-50266-DCU Level 5, Shelf 50266	Hard Copy	
50217770	502287407	Secondary	502613934	Plastic File			MAL.0022.0006	SRO-50266-DCU Level 5, Shelf 50266	Hard Copy	
50217770	502287407	Secondary	502613935	Plastic Bag	Containing hand written notes, Malver documents and one divider.		MAL.0022.0007	SRO-50266-DCU Level 5, Shelf 50266	Hard Copy	
50217770	502287407	Secondary	502613936	Plastic Bag	Containing one divider.		MAL.0022.0008	SRO-50266-DCU Level 5, Shelf 50266	Hard Copy	
50217770	502287407	Secondary	502613937	Plastic Bag	Containing Financial Year of 2019-2020 of [REDACTED]		MAL.0022.0009	SRO-50266-DCU Level 5, Shelf 50266	Hard Copy	
50217770	502287407	Secondary	502613938	Plastic Bag	Containing Financial Year reports of [REDACTED] and one divider.		MAL.0022.0010	SRO-50266-DCU Level 5, Shelf 50266	Hard Copy	
50217770	502287407	Secondary	502613939	Plastic Bag	Containing Financial Year Reports of [REDACTED] and one divider.		MAL.0022.0011	SRO-50266-DCU Level 5, Shelf 50266	Hard Copy	
50217770	502287407	Secondary	502613940	Plastic Bag	Containing Financial Year Report of [REDACTED] and [REDACTED]		MAL.0022.0012	SRO-50266-DCU Level 5, Shelf 50266	Hard Copy	
50217770	502287407	Secondary	502613941	Plastic Bag	Containing Financial Year Report 2019-2020 [REDACTED]		MAL.0022.0013	SRO-50266-DCU Level 5, Shelf 50266	Hard Copy	
50217770	502287407	Secondary	502613942	Plastic Bag	Containing Financial Year report [REDACTED]		MAL.0022.0014	SRO-50266-DCU Level 5, Shelf 50266	Hard Copy	
50217770	502287407	Secondary	502613943	Plastic Bag	Containing Financial Year report [REDACTED]		MAL.0022.0015	SRO-50266-DCU Level 5, Shelf 50266	Hard Copy	
50217770	502287407	Secondary	502613944	Plastic Bag	Containing Financial Year [REDACTED] Malver documents and one divider.		MAL.0022.0016	SRO-50266-DCU Level 5, Shelf 50266	Hard Copy	
50217770	502287407	Secondary	502613945	Plastic Bag	Containing Financial year reports for [REDACTED]		MAL.0022.0017	SRO-50266-DCU Level 5, Shelf 50266	Hard Copy	
50217770	502287407	Secondary	502613946	Plastic Bag	Containing financial year documents, company documents, and two dividers.		MAL.0022.0018	SRO-50266-DCU Level 5, Shelf 50266	Hard Copy	
50217770	502287407	Secondary	502613947	Plastic Bag	Containing electronic lodgement declaration, Annual Accounts Booklet, and Signature Pack Booklet		MAL.0022.0019	SRO-50266-DCU Level 5, Shelf 50266	Hard Copy	
50217770	502287407	Secondary	502613948	Plastic Bag	Containing electronic lodgement declaration, Annual Accounts Booklet, and Signature Pack Booklet		MAL.0022.0020	SRO-50266-DCU Level 5, Shelf 50266	Hard Copy	
50217770	502287408	Primary	502287408	Plastic Bag	Item 049 - AFP Serial ID: 427370 - containing two (2) Alexander Vouter dresses	Item 049	N/A	SRO-50740-DCU Level 5, Shelf 50740	PDC	Clothing
50217770	502287409	Primary	502287409	Plastic Bag	Item 048 - AFP Serial ID: 427369 - containing four (4) lever arch folders	Item 048	MAL.0023	SRO-50268-DCU Level 5, Shelf 50268	Hard Copy	

PSR -

502177770	502282079	Secondary	502613959	Lever Arch File	Black Titled		MAL.0023.0001	SRC-50268-DCU Level 5, Shelf 50268	Hard Copy	
502177770	502282079	Secondary	502613950	Lever Arch File	Black Titled		MAL.0023.0002	SRC-50268-DCU Level 5, Shelf 50268	Hard Copy	
502177770	502282079	Secondary	502613951	Lever Arch File	Black Titled		MAL.0023.0003	SRC-50268-DCU Level 5, Shelf 50268	Hard Copy	
502177770	502282079	Secondary	502613952	Lever Arch File	Blue Titled		MAL.0023.0004	SRC-50268-DCU Level 5, Shelf 50268	Hard Copy	
502177770	502287410	Primary	502287410	Plastic Bag	Item 050 - AFP Seal ID 427371 - containing one (1) Blue Bags (1) Bag	Item 050	N/A	SRC-50740-DCU Level 5, Shelf 50740	PDC	Handbags
502177770	502287411	Primary	502287411	Plastic Bag	Item 051 - AFP Seal ID 427372 - containing six (6) various bags	Item 051	N/A	SRC-50740-DCU Level 5, Shelf 50740	PDC	Handbags
502177770	502287412	Primary	502287412	Plastic Bag	Item 052 - AFP Seal ID 427373 - containing one (1) YSL bag	Item 052	N/A	SRC-50740-DCU Level 5, Shelf 50740	PDC	Handbags
502177770	502287413	Primary	502287413	Archiver Box	Item Number: 053 - AFP Seal No: 427374, Containing five (5) lever arch folders.	Item 053	MAL.0024	SRC-50287-DCU Level 5, Shelf 50287	Hard Copy	
502177770	502282013	Secondary	502613953	Lever Arch File	Black with pink lining, containing client files		MAL.0024.0001	SRC-50287-DCU Level 5, Shelf 50287	Hard Copy	
502177770	502282013	Secondary	502613953	Lever Arch File	Black with pink lining, containing client files		MAL.0024.0002	SRC-50287-DCU Level 5, Shelf 50287	Hard Copy	
502177770	502282013	Secondary	502613954	Lever Arch File	Black with pink lining, containing client files		MAL.0024.0003	SRC-50287-DCU Level 5, Shelf 50287	Hard Copy	
502177770	502282013	Secondary	502613955	Lever Arch File	Black with pink lining, containing client files		MAL.0024.0004	SRC-50287-DCU Level 5, Shelf 50287	Hard Copy	
502177770	502282013	Secondary	502613956	Lever Arch File	Navy blue, containing file of		MAL.0024.0004	SRC-50287-DCU Level 5, Shelf 50287	Hard Copy	
502177770	502282013	Secondary	502613957	Lever Arch File	Blue, containing client file of		MAL.0024.0005	SRC-50287-DCU Level 5, Shelf 50287	Hard Copy	
502177770	502287414	Primary	502287414	Plastic Bag	Item 054 - AFP Seal ID 427375 - containing four (4) lever arch folders	Item 054	MAL.0025	SRC-50277-DCU Level 5, Shelf 50277	Hard Copy	
502177770	502287414	Secondary	502613958	Lever Arch File	Black, containing Maliver client files of		MAL.0025.0001	SRC-50277-DCU Level 5, Shelf 50278	Hard Copy	
502177770	502287414	Secondary	502613959	Lever Arch File	Black with green lining, containing client files of		MAL.0025.0002	SRC-50277-DCU Level 5, Shelf 50279	Hard Copy	
502177770	502287414	Secondary	502613960	Lever Arch File	Black, containing client file of		MAL.0025.0003	SRC-50277-DCU Level 5, Shelf 50280	Hard Copy	
502177770	502287414	Secondary	502613961	Lever Arch File	Black, containing client file of		MAL.0025.0004	SRC-50277-DCU Level 5, Shelf 50281	Hard Copy	
502177770	502287415	Primary	502287415	Plastic Bag	Item 055 - AFP Seal ID 427376 - containing Dior dress	Item 055	N/A	SRC-50740-DCU Level 5, Shelf 50740	PDC	Clothing
502177770	502287416	Primary	502287416	Plastic Bag	Item 056 - AFP Seal ID 427377 - containing one (1) dress	Item 056	N/A	SRC-50740-DCU Level 5, Shelf 50740	PDC	Clothing
502177770	502287417	Primary	502287417	Plastic Bag	Item 057 - AFP Seal ID 427378 - containing one (1) dress	Item 057	N/A	SRC-50741-DCU Level 5, Shelf 50741	PDC	Clothing
502177770	502287418	Primary	502287418	Plastic Bag	Item 058 - AFP Seal 427379 - containing one (1) dress	Item 058	N/A	SRC-50741-DCU Level 5, Shelf 50741	PDC	Clothing
502177770	502287422	Primary	502287422	Plastic Bag	Item 059 - AFP Seal ID 427380 - containing one (1) pair of Dior shoes	Item 059	N/A	SRC-50741-DCU Level 5, Shelf 50741	PDC	Shoes
502177770	502287423	Primary	502287423	Plastic Bag	Item 060 - AFP Seal ID: 427381 - containing one (1) pair of Black Louis Vuitton shoes	Item 060	N/A	SRC-50741-DCU Level 5, Shelf 50741	PDC	Shoes
502177770	502287424	Primary	502287424	Plastic Bag	Item ID 062 - AFP Seal ID 427382 - containing four (4) lever arch folders	Item 062	MAL.0027	SRC-50279-DCU Level 5, Shelf 50279	Hard Copy	
502177770	502287424	Secondary	502613962	Lever Arch File	Blue, containing Maliver client details, and portfolio.		MAL.0027.0001	SRC-50279-DCU Level 5, Shelf 50279	Hard Copy	
502177770	502287424	Secondary	502613963	Lever Arch File	Navy blue, containing Maliver client files, and numbered tabs 1-7, containing letters from A to G, and documents.		MAL.0027.0002	SRC-50279-DCU Level 5, Shelf 50279	Hard Copy	
502177770	502287424	Secondary	502613964	Lever Arch File	Black with green lining, containing client files of		MAL.0027.0003	SRC-50279-DCU Level 5, Shelf 50279	Hard Copy	
502177770	502287424	Secondary	502613965	Lever Arch File	Black, containing client files of		MAL.0027.0004	SRC-50279-DCU Level 5, Shelf 50279	Hard Copy	
502177770	502287425	Primary	502287425	Plastic Bag	Item 061 - AFP Seal ID 427383 - containing five (5) lever arch folders	Item 061	MAL.0026	SRC-50271-DCU Level 5, Shelf 50271	Hard Copy	
502177770	502287425	Secondary	502613966	Lever Arch File	Black, containing client files of		MAL.0026.0001	SRC-50271-DCU Level 5, Shelf 50271	Hard Copy	

PSR -

502177770	502287025	Secondary	502613967	Lever Arch File	Black, containing client file of [REDACTED]		MAL.0026.0002	SRO-50271-DCU Level 5, Shelf 50271	Hard Copy	
502177770	502287025	Secondary	502613968	Lever Arch File	Black with pink lining, containing client files of [REDACTED]		MAL.0026.0003	SRO-50271-DCU Level 5, Shelf 50271	Hard Copy	
502177770	502287025	Secondary	502613969	Lever Arch File	Black with green lining, containing client file of [REDACTED]		MAL.0026.0004	SRO-50271-DCU Level 5, Shelf 50271	Hard Copy	
502177770	502287025	Secondary	502613970	Lever Arch File	Black with pink lining, containing client file of [REDACTED]		MAL.0026.0005	SRO-50271-DCU Level 5, Shelf 50271	Hard Copy	
502177770	502287426	Primary	502287426	Archive Box	(Item Number: 063 - AFP Seal No: 427385. Containing seven (7) lever arch folders.	Item 063	MAL.0026	SRO-50288-DCU Level 5, Shelf 50288	Hard Copy	
502177770	502287026	Secondary	502613971	Lever Arch File	Black, containing [REDACTED]		MAL.0028.0001	SRO-50288-DCU Level 5, Shelf 50288	Hard Copy	
502177770	502287026	Secondary	502613972	Lever Arch File	Navy blue with white edges [REDACTED]		MAL.0028.0002	SRO-50288-DCU Level 5, Shelf 50288	Hard Copy	
502177770	502287026	Secondary	502613973	Lever Arch File	Blue with white edges [REDACTED]		MAL.0028.0003	SRO-50288-DCU Level 5, Shelf 50288	Hard Copy	
502177770	502287026	Secondary	502613974	Lever Arch File	Black, labelled "Self Managed Superannuation Fund Register" containing letters, Superannuation Trust Deed documents, and multiple labelled tabs.		MAL.0028.0004	SRO-50288-DCU Level 5, Shelf 50288	Hard Copy	
502177770	502287026	Secondary	502613975	Lever Arch File	Black, containing [REDACTED]		MAL.0028.0005	SRO-50288-DCU Level 5, Shelf 50288	Hard Copy	
502177770	502287026	Secondary	502613976	Lever Arch File	Black, containing [REDACTED]		MAL.0028.0006	SRO-50288-DCU Level 5, Shelf 50288	Hard Copy	
502177770	502287426	Secondary	502613977	Lever Arch File	Blue, containing multiple [REDACTED]		MAL.0028.0007	SRO-50288-DCU Level 5, Shelf 50288	Hard Copy	
502177770	502287427	Primary	502287427	Archive Box	(Item 064 - AFP Seal 427385 - containing seven (7) lever arch folders.	Item 064	MAL.0029	SRO-50130-DCU Level 5, Shelf 50130	Hard Copy	
502177770	502287027	Secondary	502613978	Lever Arch File	Black - Filed EOBY 2019-2020-2/5		MAL.0029.0001	SRO-50130-DCU Level 5, Shelf 50130	Hard Copy	
502177770	502287027	Secondary	502613979	Lever Arch File	Black - Filed EOBY 2019-2020-2/5		MAL.0029.0002	SRO-50130-DCU Level 5, Shelf 50130	Hard Copy	
502177770	502287027	Secondary	502613980	Lever Arch File	Black - Filed EOBY 2019-2020-2/5		MAL.0029.0003	SRO-50130-DCU Level 5, Shelf 50130	Hard Copy	
502177770	502287027	Secondary	502613981	Lever Arch File	Black - Filed EOBY 2019-2020-2/5		MAL.0029.0004	SRO-50130-DCU Level 5, Shelf 50130	Hard Copy	
502177770	502287027	Secondary	502613982	Lever Arch File	Black - Filed EOBY 2019-2020-2/5		MAL.0029.0005	SRO-50130-DCU Level 5, Shelf 50130	Hard Copy	
502177770	502287027	Secondary	502613983	Lever Arch File	Black - Filed EOBY 2020-2021		MAL.0029.0006	SRO-50130-DCU Level 5, Shelf 50130	Hard Copy	
502177770	502287027	Secondary	502613984	Lever Arch File	Black - Filed [REDACTED]		MAL.0029.0007	SRO-50130-DCU Level 5, Shelf 50130	Hard Copy	
502177770	502287428	Primary	502287428	Archive Box	(Item Number: 065 - AFP Seal No: 427384. Containing nine (9) lever arch folders.	Item 065	MAL.0030	SRO-50289-DCU Level 5, Shelf 50289	Hard Copy	
502177770	502287028	Secondary	502613985	Lever Arch File	White - [REDACTED]		MAL.0030.0001	SRO-50289-DCU Level 5, Shelf 50289	Hard Copy	
502177770	502287028	Secondary	502613986	Lever Arch File	Black - [REDACTED]		MAL.0030.0002	SRO-50289-DCU Level 5, Shelf 50289	Hard Copy	
502177770	502287028	Secondary	502613987	Lever Arch File	Black - Filed [REDACTED]		MAL.0030.0003	SRO-50289-DCU Level 5, Shelf 50289	Hard Copy	
502177770	502287028	Secondary	502613988	Lever Arch File	Black - Filed [REDACTED]		MAL.0030.0004	SRO-50289-DCU Level 5, Shelf 50289	Hard Copy	
502177770	502287028	Secondary	502613989	Lever Arch File	Black - Filed [REDACTED]		MAL.0030.0005	SRO-50289-DCU Level 5, Shelf 50289	Hard Copy	
502177770	502287028	Secondary	502613990	Lever Arch File	White - Titled [REDACTED]		MAL.0030.0006	SRO-50289-DCU Level 5, Shelf 50289	Hard Copy	
502177770	502287028	Secondary	502613991	Lever Arch File	White - Titled [REDACTED]		MAL.0030.0007	SRO-50289-DCU Level 5, Shelf 50289	Hard Copy	
502177770	502287028	Secondary	502613992	Lever Arch File	Black - Titled [REDACTED]		MAL.0030.0008	SRO-50289-DCU Level 5, Shelf 50289	Hard Copy	
502177770	502287028	Secondary	502613993	Lever Arch File	Black - Titled [REDACTED]		MAL.0030.0009	SRO-50289-DCU Level 5, Shelf 50289	Hard Copy	
502177770	502287429	Primary	502287429	Plastic Bag	(Item 066 - AFP Seal ID 427387 - containing five (5) lever arch folders.	Item 066	MAL.0031	SRO-50267-DCU Level 5, Shelf 50267	Hard Copy	
502177770	502287029	Secondary	502613994	Lever Arch File	Black - Titled [REDACTED]		MAL.0031.0001	SRO-50267-DCU Level 5, Shelf 50267	Hard Copy	
502177770	502287029	Secondary	502613995	Lever Arch File	Black - Titled [REDACTED]		MAL.0031.0002	SRO-50267-DCU Level 5, Shelf 50267	Hard Copy	
502177770	502287029	Secondary	502613996	Lever Arch File	Black - Titled [REDACTED]		MAL.0031.0003	SRO-50267-DCU Level 5, Shelf 50267	Hard Copy	
502177770	502287029	Secondary	502613997	Lever Arch File	Blue - Titled [REDACTED]		MAL.0031.0004	SRO-50267-DCU Level 5, Shelf 50267	Hard Copy	
502177770	502287029	Secondary	502613998	Lever Arch File	Black - Titled [REDACTED]		MAL.0031.0005	SRO-50267-DCU Level 5, Shelf 50267	Hard Copy	
502177770	502287430	Primary	502287430	Archive Box	(Item 067 - AFP Seal 427386 - containing five (5) lever arch folders.	Item 067	MAL.0032	SRO-50259-DCU Level 5, Shelf 50259	Hard Copy	
502177770	502287030	Secondary	502613999	Lever Arch File	Black - [REDACTED]		MAL.0032.0001	SRO-50259-DCU Level 5, Shelf 50259	Hard Copy	

PSR -

50217770	502287430	Secondary	502485002	Lever Arch File	Blue - titled		MAL.0032.0002	SRO-50259-DCU Level 5, Shelf 50259	Hard Copy	
50217770	502287430	Secondary	502485003	Lever Arch File	Blue - titled		MAL.0032.0003	SRO-50259-DCU Level 5, Shelf 50259	Hard Copy	
50217770	502287430	Secondary	502618999	Lever Arch File	Green - titled		MAL.0032.0004	SRO-50259-DCU Level 5, Shelf 50259	Hard Copy	
50217770	502287430	Secondary	502614600	Lever Arch File	Black - titled		MAL.0032.0005	SRO-50259-DCU Level 5, Shelf 50259	Hard Copy	
50217770	502287431	Primary	502287431	Plastic Bag	Item 068 - AFP Seal ID 427391 - containing four (4) lever arch folders	Item 068	MAL.0033	SRO-50269-DCU Level 5, Shelf 50269	Hard Copy	
50217770	502287431	Secondary	502485004	Lever Arch File	Blue - titled		MAL.0033.0001	SRO-50269-DCU Level 5, Shelf 50269	Hard Copy	
50217770	502287431	Secondary	502485005	Lever Arch File	Blue - titled		MAL.0033.0002	SRO-50269-DCU Level 5, Shelf 50269	Hard Copy	
50217770	502287431	Secondary	502485006	Lever Arch File	Black - titled		MAL.0033.0003	SRO-50269-DCU Level 5, Shelf 50269	Hard Copy	
50217770	502287431	Secondary	502485007	Lever Arch File	Black - titled		MAL.0033.0004	SRO-50269-DCU Level 5, Shelf 50269	Hard Copy	
50217770	502287432	Primary	502287432	Plastic Bag	Item 069 - AFP Seal ID 427393 - containing various clothes	Item 069	N/A	SRO-50742-DCU Level 5, Shelf 50742	POC	Clothing
50217770	502287433	Primary	502287433	Archivo Box	Item 070 - AFP Seal ID 427397 - containing three (3) lever arch folders	Item 070	MAL.0034	SRO-50250-DCU Level 5, Shelf 50250	Hard Copy	
50217770	502287433	Secondary	502485008	Lever Arch File	Black - titled		MAL.0034.0001	SRO-50250-DCU Level 5, Shelf 50250	Hard Copy	
50217770	502287433	Secondary	502485009	Lever Arch File	Blue - titled		MAL.0034.0002	SRO-50250-DCU Level 5, Shelf 50250	Hard Copy	
50217770	502287433	Secondary	502485010	Lever Arch File	Black - titled		MAL.0034.0003	SRO-50250-DCU Level 5, Shelf 50250	Hard Copy	
50217770	502287434	Primary	502287434	Plastic Bag	Item number - 071 - AFP Seal ID: 427392, containing 1x Apple Iphone.	Item 071	N/A	SRO-UNAS-Unassigned	Electronic	
50217770	502287434	Secondary	502177775	Mobile Phone	Black Apple Iphone Model A1332. With red phone case.				Electronic	
50217770	502287435	Primary	502287435	Archivo Box	Item 072 - AFP Seal 427394 - containing four (4) lever arch folders	Item 072	MAL.0035	SRO-50251-DCU Level 5, Shelf 50251	Hard Copy	
50217770	502287435	Secondary	502485011	Lever Arch File	Blue - titled		MAL.0035.0001	SRO-50251-DCU Level 5, Shelf 50251	Hard Copy	
50217770	502287435	Secondary	502485012	Lever Arch File	Black - titled		MAL.0035.0002	SRO-50251-DCU Level 5, Shelf 50251	Hard Copy	
50217770	502287435	Secondary	502485013	Lever Arch File	Black - titled		MAL.0035.0003	SRO-50251-DCU Level 5, Shelf 50251	Hard Copy	
50217770	502287435	Secondary	502485014	Lever Arch File	Black - titled		MAL.0035.0004	SRO-50251-DCU Level 5, Shelf 50251	Hard Copy	
50217770	502287436	Primary	502287436	Plastic Bag	Item 073 - AFP Seal ID 427395 - containing various clothes	Item 073	N/A	SRO-50743-DCU Level 5, Shelf 50743	POC	Clothing
50217770	502287437	Primary	502287437	Plastic Bag	Item 074 - AFP Seal ID 427386 - containing eight (8) dresses	Item 074	N/A	SRO-50745-DCU Level 5, Shelf 50745	POC	Clothing
50217770	502287438	Primary	502287438	Plastic Bag	Item 075 - AFP Seal ID: 427398 - containing various clothes	Item 075	N/A	SRO-50745-DCU Level 5, Shelf 50745	POC	Clothing
50217770	502287439	Primary	502287439	Plastic Bag	Item No 076 Seal No 427399 containing one (1) Tag Heuer watch, one (1) Louis Vuitton watch, two (1) Cartier necklaces, one (1) star earring and one (1) silver bracelet.	Item 076	N/A	SRO-COMPACTUS-DCU Level 5, to dead Compactus	POC	Jewellery
50217770	502287440	Primary	502287440	Plastic Bag	Item 077 - AFP Seal ID 427400 - containing 3 Collette Dinnigan dresses	Item 077	N/A	SRO-50746-DCU Level 5, Shelf 50746	POC	Clothing
50217770	502287442	Primary	502287442	Plastic Bag	Item 078 - AFP Seal ID 427401 - containing six (6) dresses	Item 078	N/A	SRO-50747-DCU Level 5, Shelf 50747	POC	Clothing
50217770	502287450	Primary	502287450	Plastic Bag	Item Number: 080. AFP Seal No: 427406. Containing 1x Desktop computer.	Item 080	N/A	SRO-UNAS-Unassigned	Electronic	
50217770	502287450	Secondary	502177784	Desktop Computer	Silver Apple Mac. Serial number C02M256F915. Containing post it note "Word - Save - Word - 89 - 2004. (doc)"				Electronic	
50217770	502287451	Primary	502287451	Plastic Bag	Item Number: 079. AFP Seal No: 427402. Containing 1x Keyboard.	Item 079	N/A	SRO-UNAS-Unassigned	Electronic	
50217770	502287451	Secondary	502177783	Desktop Computer	Silver Apple Keyboard, Model Number A1293.				Electronic	
50217770	502287452	Primary	502287452	Plastic Bag	Item Number: 088. AFP Serial No: 427414. Containing 1x Desktop Computer.	Item 088	N/A	SRO-UNAS-Unassigned	Electronic	
50217770	502287452	Secondary	502177785	Desktop Computer	HP Computer with charger. Hewlett Packard. Sticker with barcode 702020.001.				Electronic	
50217770	502287453	Primary	502287453	Plastic Bag	Item Number: 081. AFP Seal No: 427405. Containing 1x Desktop computer.	Item 081	N/A	SRO-UNAS-Unassigned	Electronic	
50217770	502287453	Secondary	502177786	Desktop Computer	Silver Apple IMac Computer with serial C02M218683A. Comes with a keyboard. With post it note: "Word Exam, Word 87 - 2004 (doc.) Also with additional post it notes saying "It's going to be a good day!"				Electronic	
50217770	502287454	Primary	502287454	Plastic Bag	Item No 082. AFP Seal No: 427406. Containing 1x keyboard.	Item 082	N/A	SRO-UNAS-Unassigned	Electronic	
50217770	502287454	Secondary	502177782	Desktop Computer	Silver Apple Keyboard, model ID: A1243.				Electronic	
50217770	502287456	Primary	502287456	Plastic Bag	Item 083. AFP Seal ID: 427408. Containing 1x Apple Mac Mini.	Item 083	N/A	SRO-UNAS-Unassigned	Electronic	

PSR -

502177770	502287456	Secondary	502177777	Hard Drive	Silver Apple Mac Mini, Serial No: C07MM05NDWYN, Model No: A1342.					Electronic	
502177770	502287457	Primary	502287457	Plastic Bag	Item number - 084. AFP Seal ID: 427408, containing 1x Hard drive.	Item 084	N/A	SRO-UNAS-Unassigned		Electronic	
502177770	502287452	Secondary	502177779	Hard Drive	Black Seagate Backup Plus for Mac Desktop Drive, Serial number: NASR1133, Model: ST10000, Also came with charger.					Electronic	
502177770	502287458	Primary	502287458	Plastic Bag	Item number - 085. AFP Seal ID: 427410. Containing 1x Laptop and 1x charger.	Item 085	N/A	SRO-UNAS-Unassigned		Electronic	
502177770	502287459	Secondary	502177778	Laptop	Silver MacBook Pro with serial number C02VC2MMHV2P, Model A1706. Also contains charger.					Electronic	
502177770	502287459	Primary	502287459	Plastic Bag	Item No 086 AFP Seal No 427411, containing one (1) Cartier ring, one (1) Cartier watch, one (1) engagement ring.	Item 086	N/A	SRO-COMPACTUS-DCU Level 5, Locked Compactus		POC	Jewellery
502177770	502287460	Primary	502171219	Plastic Bag	Item 087 - AFP Seal 427412 - containing folder titled "MC - Art Valuations"	Item 087	MAL-0036	SRO-50233-DCU Level 5, Shelf 50233		Hard Copy	
502177770	502287460	Secondary	502287460	Folder	Green containing folder titled "MC - Art Valuations"		MAL-0036-0001	SRO-50233-DCU Level 5, Shelf 50233		Hard Copy	
502177770	502287461	Primary	502287461	Plastic Bag	Item Number - 089. AFP Seal ID: 427415. Containing 2x Hard Drives.	Item 089	N/A	SRO-UNAS-Unassigned		Electronic	
502177770	502287461	Secondary	502287420	Hard Drive	Black Seagate Expansion Desktop Drive, Product ID: 1TFAP3-500. Also contains charger.					Electronic	
502177770	502287461	Secondary	502287449	Hard Drive	Black Seagate Expansion Desktop Drive, Product Number: 1TFAP3-500.					Electronic	

Consignment ID	Parent Container	Container ID	Container Type	Container Name	Ringtail Level	Shelf Location	Category	Notes
S02177772		S02134347	Plastic Bag	AFP Seal No: 271440. Containing Canturi jewels documents.	N/A	SRO-S0233-DCU Level 5, Shelf S0233	Hard Copy	
S02177772	S02134347	S02134346	Envelope	Containing Key - Safe deposit no 4778 Key with number 81899 recorded.			Hard Copy	
S02177772		S02134349	Plastic Bag	Containing Canturi Jewels documents addressed to Caddick, Melissa dated 02/02/2011.		SRO-S0233-DCU Level 5, Shelf S0233	Hard Copy	
S02177772		S02134351	Plastic Bag	AFP Seal ID: 271442. Containing 1x ipod and 1x passport holder.	N/A	SRO-S0233-DCU Level 5, Shelf S0233	Electronic	
S02177772	S02134352	S02134352	Media Player	Apple ipod with blue passport case			Electronic	JK

Contents of Safety Deposit Box

Consignment ID	Parent Container	Container ID	Container Type	Container Name	AFP Exhibit	Ringtail Level	Shelf Location	Category	Notes
S02177773		S02177780	Plastic Bag	Item Number 002 PMR. AFP Seal No: 427413. Containing 1x Hard drive.	Item 002	N/A	SRO-UNAS-Unassigned	Electronic	
	S02177780	S02177781	Hard Drive	Silver UltraStar NAS CCTV Hard drive, HDD Sequence, Serial Number: Q15A11634.				Electronic	3K
S02177773		S02267455	Plastic Bag	Item number - 001 PMR. AFP Seal ID: 427402, containing 1x Apple Mac Mini, CD75Q04RG1H7.	Item 001	N/A	SRO-UNAS-Unassigned	Electronic	
	S02267455	S02177776	Hard Drive	Silver Apple Mac Mini, with Serial ID C175Q04RG1HW, Model A1347.				Electronic	3K

Consignment ID	Parent Container	Container ID	Container Type	Container Name	AFP Exhibit	Ringtail Level	Shelf Location	Category	Notes
S02177774		S02287361	Plastic Bag	Item No 001 AFP Seal No 427310 white envelope containing currency (American.)	Item 001	N/A	SRO-COMPACTUS-DCU Level 5, Locked Compactus	N/A	
S02177774		S02287362	Plastic Bag	Item No 002 Seal No 427309. Containing one (1) yellow envelope and currency.	Item 002	N/A	SRO-COMPACTUS-DCU Level 5, Locked Compactus	N/A	



Schedule of parties

No: NSD1220/2020

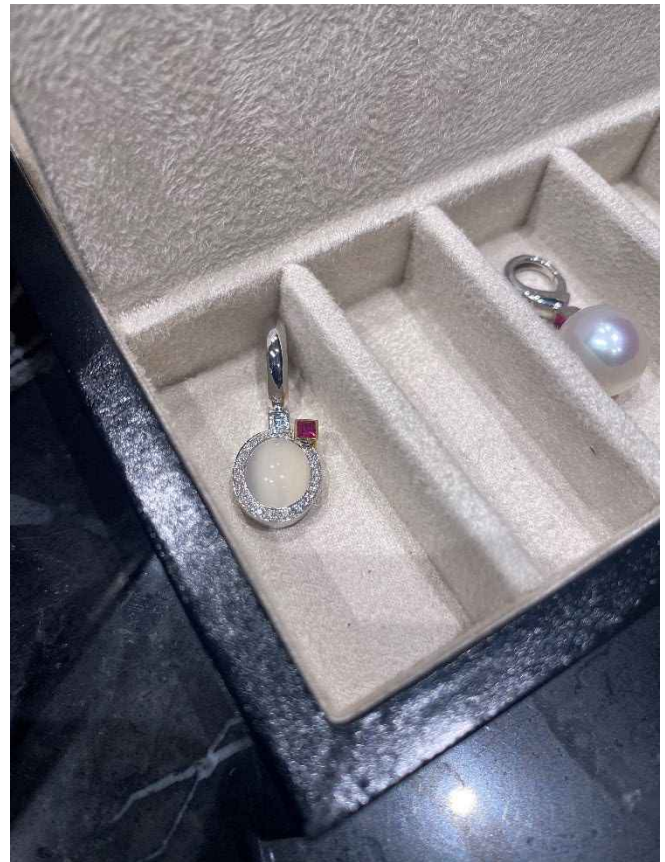
Federal Court of Australia

District Registry: New South Wales

Division: General

Interested Person	BRUCE GLEESON AND DANIEL SOIRE AS PROVISIONAL LIQUIDATORS OF MALIVER PTY LTD ACN 164 334 918 AND RECEIVERS TO THE PROPERTY OF MELISSA LOUISE CADDICK
Second Defendant	MALIVER PTY LTD
Third Defendant	ANTHONY MARCUS KOLETTI





Vanessa Duckworth

From: Patricia Canturi <patricia@canturi.com>
Sent: Friday, 5 August 2022 1:13 PM
To: Vanessa Duckworth
Subject: Jewellery Auction

Hi Vanessa,

Further to our earlier conversation regarding the jewellery owned by Melissa Caddick that you are responsible for liquidating, our suggestions are:

- that you revisit where Ms Caddick had previous success selling her high value jewellery i.e - Bonham's Hong Kong
- that you consider fine jewellery specific auction's that are scheduled throughout the year through reputable jewellery auction houses including SOTHEBY's and BONHAM's
- that you consider international auctions (eg- Hong Kong) where there may be a broader audience and more demand

Kind regards
Patricia Canturi

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Vanessa Duckworth

From: Benjamin Clay <benjamin@olsengallery.com>
Sent: Friday, 5 August 2022 2:54 PM
To: Vanessa Duckworth
Subject: Olsen Gallery resales

Hi Vanessa,
Thank you for your earlier call.

I am writing to offer some advice around how best to achieve the sale of the prints, watercolour and Sciberras painting discussed this morning.

For a number of reasons we are inclined to point you in the direction of an auction house (namely Shapiro Auctioneers). Given the strong results being recorded at auction for John Olsen's work, and that we continue to retain several primary market editions of the prints, this lead will likely get you across the line sooner rather than later (there is no guarantee that we could move these works quickly). I would recommend including the Sciberras in the consignment also as we tend not to handle the artist's resales due to his current representation with King Street Gallery, Sydney.

Please don't hesitate to let me know if I can offer something further for now and take good care.

Thanks again,
Ben

BENJAMIN CLAY

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SEN**

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CADDICK SERVICES TRUST

Pearson Partners

ACCOUNTANTS &
CORPORATE ADVISORS

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Clayfield QLD 4011

Phone: (07) 3256 0058
Fax: (07) 3256 0027

Caddick Services Trust Deed

Table of Contents

1. Definitions and Interpretation.....	6
2. Declaration by Settlor	9
3. Discretions as to Income of The Trust Fund	9
3.1 Distribution of Income.....	9
3.2 Default distribution	10
3.2 Rules relating to determinations concerning income	10
3.4 Alternative trusts of income	11
3.5 Categories of income.....	11
3.6 Recording income	12
3.7 Accumulations.....	13
3.8 Present entitlement	13
3.9 Losses	13
4. Discretions As to The Capital of The Trust Fund.....	14
4.1 Vesting Date.....	14
4.2 Consequences of vesting	14
4.3 Alternative trusts of capital	14
5. Power to Pay Fund to Or Apply it For Benefit of Beneficiaries.....	15
6. Appointment of Additional Beneficiaries.....	15
7. Termination of Trust	15
8. Management of Trust, And Powers, Remuneration And Liability of Trustee, And Trustee's Lien .	15
8.1 Expenses of administration	15
8.2 Appropriation of Trust.....	16
8.3 Remuneration of Trustee	16
8.4 No Bond or Security	16
8.5 Liability of Trustee.....	17
8.6 Trustee's Lien	17
9. Change of Trustee.....	19
10. Amendment.....	19
11. Manner of Exercise of Powers And Discretions of Trustee And Principal.....	20
12. Investment and other Powers of Trustee.....	21

Caddick Services Trust Deed

12.1	To deal with real estate	21
12.2	To acquire units.....	21
12.3	To make authorised investments.....	21
12.4	To acquire shares	21
12.5	To make deposits	22
12.6	To deal with personal estate	22
12.7	To make or purchase investments	22
12.8	To advance and to borrow moneys.....	22
12.9	To guarantee.....	23
12.10	To pay management costs	23
12.12	To employ	24
12.13	To partition	24
12.14	To open bank accounts.....	24
12.15	To give receipts	24
12.16	To take actions to protect the trust fund	24
12.17	To act on legal advice	24
12.18	To remunerate beneficiary	25
12.19	To determine all matters of doubt	25
12.20	To conduct farming operations and to lease	25
12.21	To institute proceedings	25
12.22	To incorporate companies.....	25
12.23	To deposit securities or documents of title	26
12.24	Exercise of discretion by trustee corporation.....	26
12.25	To exercise the powers of a company.....	26
12.26	To act notwithstanding personal interest.....	26
12.27	To establish or transfer to other trusts	27
12.28	To make gifts.....	27
12.29	To exchange property.....	27
12.30	To compromise.....	27
12.31	To carry on business.....	28
12.32	To act in different capacities.....	28
12.33	To bulk investments	29

Caddick Services Trust Deed

12.34	To pay to parent, guardian, etc.....	29
12.35	To act on advice	30
12.36	Rights issues	30
13.	Sub-Funds	30
14.	Exclusion from Benefits.....	31
15.	Exclusion of Beneficiaries	31
16.	Payment to Charity	31
17.	Custodian Trustee	32
18.	Delegation	32
19.	Nominee of Principal.....	32
20.	Exercise of Powers by Will.....	33

Caddick Services Trust Deed

TRUST PARTICULARS

PLACE OF MAKING DEED: Queensland, Australia

DATE OF DEED: 1st June 2016

SETTLOR: [REDACTED] of [REDACTED]
[REDACTED]

TRUSTEE: Melissa Louise Caddick of [REDACTED]
[REDACTED]

THE SETTLEMENT SUM: \$10.00

NAME OF TRUST: Caddick Services Trust

PRIMARY BENEFICIARIES: Melissa Louise Caddick
[REDACTED]

SECONDARY BENEFICIARIES: the father, mother, brothers, sisters, spouses, widows, widowers, children and grandchildren of any of the primary beneficiaries, and the spouses, widows, widowers, children and grandchildren of such brothers and sisters, spouses, children and grandchildren

TERTIARY BENEFICIARIES: - Any of the following –

- (a) any trust of which any primary beneficiary is a beneficiary, either directly, or indirectly through any other entity or trust, and whether that interest or the interest of such other entity or trust is vested or contingent;
- (b) any partnership in which any primary beneficiary has any interest;
- (c) any company (whether it carries on business in its own right, or is trustee of another trust) in which any primary beneficiary holds any share, or of which any primary beneficiary is an officeholder; and
- (d) any person which has granted a power of attorney (limited or unlimited, and for whatever purpose) to any primary beneficiary (whether or not that power of attorney is or has been revoked).

APPLICABLE LAW: New South Wales

THE PRINCIPAL: Melissa Louise Caddick

Caddick Services Trust Deed

THIS DISCRETIONARY TRUST DEED is made at the place, on the day, between the persons described in the Trust Particulars and the Settlor (“the Settlor”) and the person or persons described there as the Trustee (“the Trustee”).

RECITALS

- A. The Settlor wishes to establish a Discretionary Trust for the benefit of the Beneficiaries referred to in the Trust Particulars.
- B. The Settlor has paid or agrees to pay to the Trustee the sum mentioned in the Trust Particulars (hereinafter called “the settlement sum”).
- C. The Trust constituted by this Deed is to be known by the name specified in the Trust Particulars.

OPERATIVE PROVISIONS:

1. Definitions and Interpretation

In this Deed and in the Trust Particulars, the following terms have the following meanings:

- 1.1 “applicable law” means the law of the place specified in the Trust Particulars;
- 1.2 “child” includes a legally adopted child, whether the adoption occurred before or after the execution of this Deed;
- 1.3 “Deed” and “this Deed” means this Deed as amended from time to time;
- 1.4 “income” or “the income of the Trust Fund” means:
 - 1.4.1 subject to paragraph 1.4.3, while Division 6 of part III of the *Income Tax Assessment Act 1936* applies in its present or substantially in its present form to the income of the trust estate, that amount derived by the trustee calculated in accordance with section 95 of the *Income Tax Assessment Act 1936*; and
 - 1.4.2 thereafter, subject to paragraph 1.4.3, the amount remaining to the Trustee after payment of or due allowance for all income tax assessable against the Trustee in respect of the income of the trust estate;
 - 1.4.3 if, on or before the last day of the year of income, the Trustee declares in writing, “income” means the income calculated in the manner described by the Trustee in that

Caddick Services Trust Deed

declaration, or if no such manner is described, the income produced from the investment of the Trust Fund and the efforts of the Trustee less amounts which the trustee is entitled to reimburse itself out of such income, calculated according to the ordinary meaning of that term in trust law;

- 1.5 "Limited Beneficiaries" means the next of kin of each of the Primary Beneficiaries;
- 1.6 "next of kin" in relation to a Primary Beneficiary means that person or those persons (if any) living at the relevant time who would be entitled to a beneficial interest in that person's estate according to the applicable law relating to intestate succession then in force if the Primary Beneficiary died intestate then, but the Settlor, the Trustee and any former trustee shall be excluded as a next of kin;
- 1.7 "Perpetuity Period" means:
- 1.7.1 the period ending on the first of:
- 1.7.1.1 the date eighty (80) calendar years from the date of the making of this Deed;
- 1.7.1.2 eighteen (18) calendar years after the date of the death of the last survivor of the descendants now living of the late King George V of England and Wales; or
- 1.7.2 such other date not more than eighty (80) years from the date of this deed as the Trustee in its discretion determines; the Trustee may make such determination either before or after the event referred to in clause 1.7.1.2 has occurred;
- 1.8 "Primary Beneficiaries" means the person or persons named or described as Primary Beneficiaries in the Trust Particulars;
- 1.9 "Principal" means, subject to Clause 19, the person named or described as Principal in the Trust Particulars;
- 1.10 "Property" means real, personal, movable and immovable property of any description and wherever situated including (without limiting the generality of the term) policies of insurance and assurance or endowment, cash and choses in action;
- 1.11 "Trust Particulars" means the Trust Particulars at the beginning of this Deed;
- 1.12 "Set aside" in relation to the Beneficiary includes recording sums to the credit of that Beneficiary;
- 1.13 "Secondary Beneficiaries" means the person or persons named or described as Secondary Beneficiaries in the Trust Particulars;
- 1.14 "Tertiary Beneficiaries" means the person or persons named or described as Tertiary Beneficiaries in the Trust Particulars;
- 1.15 "this Trust" means the Trust constituted by this Deed and the Trust Particulars;

Caddick Services Trust Deed

- 1.16 "the Trustee" means the person or persons named as Trustee in the Trust Particulars, and any other Trustees or Trustee of the Trust Fund whether original, additional, surviving, alternate or substituted;
- 1.17 "Trust Fund" means:
- 1.17.1 the settlement sum;
 - 1.17.2 any other property which any person may give to assign to transfer to or vest in or cause to be vested in the Trustee to be held on the terms of this Trust;
 - 1.17.3 any other property which may be held by the Trustee subject to this Deed;
 - 1.17.4 the money, investments and property of every description representing the property referred to in sub-clauses 1.17.1 to 1.17.3; and
 - 1.17.5 any income of the Trust Fund accumulated by the Trustee under the power to accumulate income.
- 1.18 "Vesting Date" means the last day of the Perpetuity Period or such earlier date as the Trustee appoints under clause 7.
- 1.19 Except for the purpose of the definition in sub-clause 1.7, "year" means a year ending on 30th June, or such other period as may be adopted by the Trustee, except that the period from the date of execution of this Deed to the next 30th June, and the period from 1st July immediately before the Vesting Date to the Vesting Date shall for the purposes of this Deed each be taken to be a year.
- 1.20 A reference to any statutory provision includes that provision as amended modified and re-enacted.
- 1.21 The singular shall include the plural and vice versa.
- 1.22 Words of any gender or referring to any gender (including the neuter gender) shall include all other genders.
- 1.23 Any reference to a person includes an incorporated company and any other body corporate, partnership, association or other body of person or body politic.
- 1.24 References to "the Beneficiaries" include the Primary Beneficiaries, the Secondary Beneficiaries, the Tertiary Beneficiaries, and the Limited Beneficiaries, including persons and the Trustee or Trustees of trusts who or which come within the definition in this Deed or within any description in the Trust Particulars before the Vesting Date even though they may not be in existence or have come into the defined categories at the date of this Deed and, in the case of a Trustee or Trustees even though the Trust or settlement may not have been formed or come into existence or do not fall within the defined category at the date of this Deed.

Headings are inserted for convenience only and do not affect the interpretation of this Deed.

Caddick Services Trust Deed

2. Declaration by Settlor

The Settlor declares and directs (and the Trustee agrees) that:

- 2.1 The Trustee shall hold the Trust Fund and the income on the Trusts and with and subject to this Trust Deed.
- 2.2 No part of the Trust Fund or the income shall ever revert to or be held in trust for the Settlor or the Settlor's estate, it being the intention of the Settlor that the Beneficiaries shall take whatever may happen.
- 2.3 The Trustees shall have power during the Perpetuity Period, to accept such additional property as may be donated to assigned to, transferred to or vested in it to be held on these trusts.

3. Discretions as to Income of The Trust Fund

3.1 Distribution of Income

Until the date specified in any election under clause 3.4, or if no date is specified in that election, until the date of that election, the Trustee may at any time before or on the Vesting Date determine with respect to all or any parts of the income of the Trust Fund of that year:

- 3.1.1 Subject to clause 3.1.4, to pay it to or apply it or set it aside or any part of it for one or more of the Primary, Secondary and Tertiary Beneficiaries living or in existence at the time of the determination;
- 3.1.2 to defer any decision as to whether, and if so how, such income, or any part of it, should be paid, applied, or set aside, or whether it should be accumulated; and/or
- 3.1.3 to accumulate that income or any part of it, provided that, notwithstanding any decision to accumulate any income or any part of it, the Trustee may, with respect to all or any part of any income that it has previously determined to accumulate, determine at any time to deal with it in accordance with any of the foregoing paragraphs 3.1.1 and 3.1.2.
- 3.1.4 The trustee may make a determination under clause 3.1.1 in favour of a Secondary or Tertiary Beneficiary only if the Principal asks it to do so.

Caddick Services Trust Deed

Any determination may be made by specific amounts, or by proportions, or by any other method sufficient to allow the calculation of the amount so dealt with, either then, or after the accounts of the Trust for the year have been prepared.

3.2 Default distribution

While paragraph 1.4.1 of the definition of "income" in clause 1.4 applies, if the Trustee shall not by the thirtieth day of June have exercised its discretion to pay, apply, set aside or accumulate the whole or any part of that income, then, subject to any lawful subsequent determination of the Trustee, the Trustee shall hold the income not so paid, set aside or accumulated for that year in trust for such of the Primary Beneficiaries as are then living or in existence absolutely, and if more than one as tenants in common in equal shares; and if there are no Primary Beneficiaries then living or in existence, for such of the Secondary Beneficiaries as are then living or in existence absolutely, and if more than one as tenants in common in equal shares; and if there are no Secondary Beneficiaries then living or in existence, for such of the Tertiary Beneficiaries as are then living or in existence absolutely, and if more than one as tenants in common in equal shares.

3.2 Rules relating to determinations concerning income

The following rules shall apply to any determination made under this clause, namely:-

- 3.3.1 Any determination to accumulate income shall be conditional on the law in force in relation to this Deed giving effect to that determination at the end of the year but except as provided in this sub-clause 3.3 that determination shall be irrevocable.
- 3.3.2 If the aggregate amount in respect of which determinations have been made under sub-clause 3.2 in any one year exceeds the income of the Trust Fund for the year, the amount of the excess shall firstly be deducted from the amount or amounts (if any) which the Trustee has determined to accumulate and only the balance of such amount or amounts (if any) shall then be accumulated and if after that deduction the aggregate amount in respect of which determinations have been made under sub-clause 3.2 still exceeds the income of the Trust Fund for the year then the Trustee shall be taken to that extent to have applied the capital of the Trust Fund under clause 5.
- 3.3.3 Any determination to pay apply or set aside any amount for any Beneficiary may be made by placing that amount to the credit of that Beneficiary in the books of the Trust Fund, by drawing any cheque for that amount made payable to or for

Caddick Services Trust Deed

the credit or benefit of that Beneficiary or by paying it in cash or otherwise applying it to or for the benefit of that Beneficiary.

- 3.3.4 In making any determination to pay, apply or set aside any amount the Trustee may exclude any Beneficiary and may pay, apply or set aside that amount between the Beneficiaries in such proportions and in such manner as it shall decide.

3.4 Alternative trusts of income

- 3.4.1 At any time before the Vesting Date, if the Trustee asks it to, the Principal or, if the Principal asks it to, the Trustee, may elect that the income of the trust fund shall thereafter, or from some other date specified in the election, be held in lieu of the preceding trusts on any of the following trusts:

- 3.4.1.1 absolutely for the Principal
- 3.4.1.2 absolutely for the Principal and/or any other entities
- 3.4.1.3 on protective trusts (under section 64 of the *Trusts Act 1973*) for the life of the Principal, and thereafter on the trusts of this trust
- 3.4.1.4 on protective trusts for the life of the Principal, and thereafter on any other trusts
- 3.4.1.5 on protective trusts for any lesser period, and thereafter on the trust of this trust
- 3.4.1.6 on protective trusts for a lesser period than the life of the principal, and thereafter on any other trusts

- 3.4.2 If the Principal or the Trustee makes an election under cause 3.4.1, while the trust established by that election continues, clauses 3.1, 3.2, 3.3 and 3.7 of this trust deed shall not apply to that trust.

3.5 Categories of income

The Trustee may record separately any one or more of each of the following categories or sub-categories of income received into the Trust Fund in the books of account and records of the Trust:

- 3.5.1 dividends which:

Caddick Services Trust Deed

- 3.5.1.1 are fully franked;
 - 3.5.1.2 are unfranked;
 - 3.5.1.3 to which a foreign tax credit attaches; or
 - 3.5.1.4 has or gives rise to any other separately identifiable taxation consequence or benefit.
- 3.5.2 Income, including capital gains, which under the Income Tax Assessment Act 1997:
- 3.5.2.1 has an Australian source;
 - 3.5.2.2 has an ex-Australian source;
 - 3.5.2.3 has a foreign tax or other credit attached;
 - 3.5.2.4 is exempt or otherwise liable not to be taxed; or
 - 3.5.2.5 has or gives rise to any other separately identifiable taxation consequence or benefit.
- 3.6 Recording income**
- 3.6.1 The Trustee may identify and separately record and maintain in the books of account and record of the Trust, income or capital having, or in respect of which there is attached, any individual or unique characteristic other than as referred to in the preceding paragraph.
 - 3.6.2 A resolution or determination of the Trustee by which income of the Trust Fund is distributed or accumulated under this clause may deal separately with the whole or part of the income or any one or more categories so that that income or any part of it may be paid to or applied or set aside for the benefit of any one or more of the beneficiaries exclusive of the other or others, or accumulated, to the extent to which income of the trust is allowed to be accumulated by this deed, and become part of the capital of the Trust Fund; and
 - 3.6.3 The whole or any part of the income of a category which has been accumulated and become part of the capital of the Trust Fund may be distributed in accordance with this clause.

Caddick Services Trust Deed

3.6.4 Expenses and outgoings of the Trust Fund may be allocated against and deducted from income or capital of any one or more categories in such manner as the Trustee may see fit.

3.6.5 If Trustee shall not exercise its discretion as provided in the preceding paragraph for a financial year, outgoings and expenses of the Trust Fund for that year shall be allocated firstly against and deducted from income which is not income of any of the categories mentioned in paragraph 3.5 and to the extent to which the income of those categories is not sufficient to absorb all such expenses and outgoings, then the part of it which is not so absorbed shall be allocated in such manner as the Trustee may decide against income of a category or categories to which a tax credit or rebate does not attach, and thereafter against the remaining income of the Trust Fund.

3.6.6 Income or capital of the Trust Fund to which a beneficiary becomes entitled under sub-clause 3.1 or 3.2 and which can be identified from the books and records of the Trust as being of a category, shall retain its separate identity when it passes to or is received by the beneficiary or when that beneficiary otherwise becomes entitled to it.

3.7 Accumulations

Any amount of any accumulation shall be dealt with as an accretion of the Trust Fund but so that the Trustee may resort to that accumulation and pay apply or set aside the whole or any part or parts of it as if it or they were income of the Trust Fund.

3.8 Present entitlement

Each of the Beneficiaries in whose favour the Trustee shall pay, apply or set aside the income for that year or failing the exercise of the Trustee's discretion to pay apply set aside or accumulate, who shall be entitled to share in the income for that year, shall have an immediate and indefeasible vested interest in that part of the income for that year, so that the Beneficiaries in whose favour the Trustee shall pay, apply or set aside the income or failing the exercise of the Trustee's discretion to pay, apply set aside or accumulate who shall be entitled to share in the income, shall be presently entitled to that share of the income.

3.9 Losses

Where the Trustee carries on business and suffers losses, the Trustee shall not be required to recoup such losses out of the corpus of the Trust Fund. Past losses shall, as far as possible, be recouped out of profit, and not corpus.

Caddick Services Trust Deed

4. Discretions As to The Capital of The Trust Fund

4.1 Vesting Date

Subject to clause 4.3, the Trust shall terminate and the Trust Fund shall vest absolutely on the Vesting date.

4.2 Consequences of vesting

Subject to clause 4.3, on that termination and vesting the Trustee shall pay and assign the whole of the Trust Fund to such one or more of the Primary Beneficiaries and the Limited Beneficiaries then living or in existence (whether to the exclusion of some of them or not) and in such proportions as the Trustee shall decide.

4.3 Alternative trusts of capital

4.3.1 At any time before the Vesting Date, if the Trustee asks it to, the Principal or, if the Principal asks it to, the Trustee, may elect that the capital of the trust fund shall thereafter, or from some other date specified in the election, be held in lieu of the preceding trusts on any of the following trusts:

- 4.3.1.1 absolutely for the Principal
- 4.3.1.2 absolutely for the Principal and/or any other entities
- 4.3.1.3 on protective trusts (under section 64 of the *Trusts Act 1973*) for the life of the Principal, and thereafter on the trusts of this trust
- 4.3.1.4 on protective trusts for the life of the Principal, and thereafter in any other trusts
- 4.3.1.5 on protective trusts for any lesser period, and thereafter on the trusts of this trust
- 4.3.1.6 on protective trusts for a lesser period than the life of the Principal, and thereafter on any other trusts

If the Principal or the Trustee makes an election under clause 4.3, then while the trust established by that election continues, clauses 4.1 and 4.2 of this trust deed shall not apply to that trust.

Caddick Services Trust Deed

5. Power to Pay Fund to Or Apply it For Benefit of Beneficiaries

If the Principal asks it to, the Trustee may apply the whole or any part of the Trust Fund to or for the benefit of all or any one or more exclusively of the others of the Primary Beneficiaries, the Secondary Beneficiaries or the Tertiary Beneficiaries then living in existence and in such proportions or manner as the Trustee shall decide.

6. Appointment of Additional Beneficiaries

The Principal may by decision communicated to the Trustee appoint any person, trust, charity, body or association incorporated or unincorporated who or which is alive or in existence at the date of that appointment to be a Beneficiary for the purpose of this Deed and the appointee shall as and from the date of that appointment become a Primary Beneficiary, a Secondary Beneficiary or a Tertiary Beneficiary according to the specification in that appointment and if that appointment does not specify the class of Beneficiary to which the appointee shall belong, the appointee shall from the date of that appointment become a Tertiary Beneficiary, but the following shall not be appointed:

- (a) The Settlor or the Settlor's estate; and
- (b) Any trustee the appointment of whom would result in the infringement of the law against perpetuities.

7. Termination of Trust

The Trustee may appoint a date earlier than the last day of Perpetuity Period to be the Vesting Date for the purpose of this Deed in which case the Trust shall terminate and vest absolutely on that earlier date.

8. Management of Trust, And Powers, Remuneration And Liability of Trustee, And Trustee's Lien

8.1 Expenses of administration

The expense in connection with the administration of this Trust including the remuneration and charges of the Trustee (if any) including the expenses of the investment and re-investment of any part of the Trust Fund and of the collection of

Caddick Services Trust Deed

income and other sums derivable from it shall be charged against the income but if that income is insufficient for the purpose then it shall be charged against the Trust Fund or so much of it as may be required in addition to the income.

8.2 Appropriation of Trust

The Trustee may appropriate any part of the Trust Fund in its actual condition or state of investment at the time of appropriation in or towards satisfaction of the share of any person in the Trust Fund as the Trustee may deem just and reasonable.

8.3 Remuneration of Trustee

8.3.1 Any trustee being a company authorised by the laws of any State or Territory of Australia to take in its own name a Grant of Probate of the Will of a deceased person may charge and be paid out of the Trust Fund and the income remuneration in accordance with its scale of fees and may without accounting for any resultant profit act as banker and perform any service on behalf of the Trust Fund and on the same terms as would be made with a customer.

8.3.2 Any Trustee (not being a company referred to in sub-clause 8.3.1 of this Deed) may charge and be paid out of the Trust Fund and/or the income that remuneration as the Trustee shall consider reasonable, but for any year the total remuneration paid to the Trustee shall not exceed the aggregate of TEN (10) PER CENTUM of the gross income of the Trust Fund received during that year and FIVE (5) PER CENTUM of the value of any portion of the Trust Fund that the Trustee may during that year have transferred or paid to or applied to or for the advancement or benefit of or vested in any of the Beneficiaries under this Deed or in or towards satisfaction of a share in the Trust Fund.

8.3.3 A Trustee being a solicitor or chartered or public accountant may, for any year elect to charge and be paid out of the Trust Fund and/or the income, usual professional and other charges for all business transacted, time spent and acts done or done by any firm of which the Trustee or a director if the Trustee is a member or employee in connection with this Trust in that year including the acts which a Trustee not being a solicitor or chartered or public accountant could have done personally.

8.4 No Bond or Security

The Trustee shall not be required to give bond or security for the due and faithful administration of the Trust Fund or for the discharge of the Trust.

Caddick Services Trust Deed

8.5 Liability of Trustee

- 8.5.1 No Trustee shall be liable for any breach of Trust, however it may occur, except to the extent (if any) that a breach results from its own dishonesty or willful default or willful neglect.
- 8.5.2 The Settlor and the Trustee shall be held harmless against any claims, losses, death duties, gift duties, taxes and impositions arising in connection with the Trust Fund or any part of it.
- 8.5.3 Where there is more than one Trustee neither shall be bound to take proceedings against the other for any breach or alleged breach of trust.
- 8.5.4 The Trustee shall not be personally liable for the consequences of any error or forgetfulness whether of law or of fact on the part of the Trustee or its legal or other advisers or generally.

8.6 Trustee's Lien

The Trustee and every former Trustee and every director and former director of the Trustee or a former Trustee has (as the case requires) a charge or lien or right of compensation, reimbursement, contribution or indemnity out of an asset or assets of the Trust Fund ("the right") in the following circumstances and in no other:

- 8.6.1 the liability in respect of which the right is claimed:
- 8.6.1.1 did not arise from a breach of trust or duty in which the Trustee or former Trustee or director or former director:
- 8.6.1.1.1 failed to act honestly in a matter concerning the Trust Fund; or
- 8.6.1.1.2 intentionally or recklessly failed to exercise in relation to a matter affecting the Trust Fund, the degree of care and diligence that a trustee or director is required to exercise; and
- 8.6.1.2 is not a liability for a monetary penalty; and
- 8.6.2 any one of the following persons determines that the Trustee or former Trustee or director or former director is to have the right, that is to say:
- 8.6.2.1 the Trustee (other than a trustee who, if an individual is or becomes bankrupt or enters into or otherwise becomes subject to an arrangement

Caddick Services Trust Deed

with creditors without sequestration under the *Bankruptcy Act 1966*, or if a company, is or becomes subject to external administration under the *Corporations Act, 2001* or is dissolved), or if either an individual or a company is or becomes insolvent, or has proceedings brought against it, or an order made against it under the *Family Law Act 1975* in its capacity as Trustee (other than for the sole purpose of determining the validity of the trust or the rights or entitlements of the beneficiaries); or

8.6.2.2 any director of the Trustee or a former Trustee (other than a director or former director who is or becomes insolvent, and other than a director or former director claiming the right or making a similar claim); or

8.6.2.3 the Principal; and

8.6.3 unless a person referred to in 8.6.2 decides otherwise:

8.6.3.1 the property in respect of which the right is claimed is in the Trustee's or former Trustee's actual possession at the time the claim is made; and

8.6.3.2 the property in respect of which the right is claimed was in the possession of the Trustee or former Trustee at all times during the period when the events giving rise to the claim occurred.

8.6.4 Except as provided above and in clause 8.6.5, a trustee or former Trustee or director or former director of a Trustee or former Trustee does not have any right of compensation, contribution, indemnity or other claim against the Trust Fund or any beneficiary or any other person, because of the Trustee or former Trustee having accepted the office of Trustee or incurred any liability or the benefit of or at the request express or implied of that Beneficiary or other person or otherwise.

8.6.5 The trustee may give such financial assistance as it deems appropriate to any director or other officer for or in connection with advice and/or proceedings concerning any actions or omissions of that officer in relation to the affairs of the trust.

8.6.6 All persons claiming any beneficial interest in over or on the property subject to this Trust shall be deemed to take with notice of and subject to the protection conferred on the Trustee by this Deed.

Without limiting the Trustee's right of indemnity if the Trustee shall in any year make a loss in carrying on any business under this Deed that loss shall not be met out of corpus but shall be carried forward and met out of the income of future years.

Caddick Services Trust Deed

9. Change of Trustee

- 9.1 The Principal has the power to appoint a new trustee. On the appointment of a new trustee, the property of the Trust shall not vest in the Trustee until that Trustee requests the former Trustee or other person in whom the property is currently vested to transfer the property, and this Deed and the instrument or resolution effecting the appointment shall operate as an appointment of the former Trustee to be Custodian Trustee under clause 17 until the new Trustee calls for such transfer.
- 9.2 The Principal may without the consent of any person remove any Trustee from its office and may also and without the consent of any person appoint any person to be a Trustee, either alone or jointly with any continuing Trustee.
- 9.3 Any Trustee may resign as trustee by giving not less than 30 day's written notice to the Principal, or on the death of the Principal, to the Principal's executors, administrators or trustees, and the Trustee is discharged immediately from the office of trustee.
- 9.4 The office of the Trustee shall be automatically vacated if the Trustee being an individual shall be found to be of unsound mind or a person whose personal estate is liable to be dealt with in any way under the law relating to mental health, or if the trustee shall be the subject of an application for a sequestration order, or become bankrupt, or make any arrangement under the *Bankruptcy Act 1966* with creditors generally, or if the Trustee being a company shall have a receiver and/or administrator appointed or be wound up or dissolved, whether compulsorily or voluntarily, or have an application for its winding up made to the Court, or pass a resolution for its winding up, or otherwise become subject to external administration under the *Corporations Act, 2001* (not being merely a scheme or arrangement for the purposes of amalgamation or reconstruction), or if proceedings are brought against it, or an order is made against it, under the *Family Law Act 1975* in its capacity as trustee (other than for the purpose of determining the validity of the trust or the rights or entitlements of its beneficiaries), but the Principal may reappoint that person to be Trustee.

The Trustee may resign and appoint a successor as the Trustee in any place outside the State of New South Wales and transfer to that Trustee the Trust Fund and income and after that, this Deed shall be construed as if the Trust Particulars specified the law of that place as the applicable law.

10. Amendment

- 10.1 Subject to clause 10.3, but without limitation by reference to Clause 6, the Principal may, and the Trustee may, but if there is a Principal, only with the consent of the

Caddick Services Trust Deed

11.2 The Trustee or Principal shall not be bound to give any reason for any action or inaction;

11.3 Subject to clause 8.5, no Trustee or Principal shall be held liable for any loss or damage occurring as a result of its exercising or refusing or failing to exercise any discretion or power.

12. Investment and other Powers of Trustee

The Trustee shall have power to make or vary or sell any investment and to engage in any transaction or dealing on behalf of the Trust Fund that it could do if it were the beneficial owner of the Trust Fund absolutely entitled to it. Without limiting the generality of this provision and without restricting the authority conferred by it, the Trustee shall have the following powers:-

12.1 To deal with real estate

The purchase, leasing or other acquisition of any land of any description or any estate or interest in land and the laying out of moneys for the purpose of erecting buildings on that land, making improvements to it or developing, improving or otherwise exploiting it (whether income producing or not).

12.2 To acquire units

To acquire units, sub-units, or other interest in any Unit Trust or similar undertaking or scheme.

12.3 To make authorised investments

To make any investment in which trustees are authorised by the law of any State or Territory of the Commonwealth of Australia to invest Trust Funds.

12.4 To acquire shares

To acquire preference or ordinary shares notes or debentures or other securities of any company whether a public or proprietary company or any corporation carrying on business in the Commonwealth of Australia or elsewhere whether or not there is a liability in respect of any of those shares; and the acquisition of governmental and semi-governmental securities.

Caddick Services Trust Deed

12.5 To make deposits

To make deposits at call for a term with any bank, permanent building society, or other person on such terms and conditions as the Trustee may decide.

12.6 To deal with personal estate

To purchase lease hire or otherwise acquire any real or personal property and any share or interest therein including (without limiting the generality of the term) any share or interest in any contract for sale or purchase of any property whether real or personal, options, entitlements or rights, settled funds, estates of deceased persons, book or other debts or choses in action and in connection therewith to secure by mortgage floating or other charge or any other form of security the payment of moneys or the performance of any other obligation to any person and on such terms with or without security or interest as the Trustee shall deem fit; and the Trustee may join with any person on executing any mortgage or other document for the purpose of securing the payment of such moneys to or by the Trustee jointly with any other person. No lender shall be concerned to enquire into the necessity for any borrowing or other obtaining of credit or the incurring or securing of any other obligation or the application of the money involved.

12.7 To make or purchase investments

To make or purchase any investment for cash or in consideration of any annuity or otherwise, and on such terms and conditions as the Trustee shall decide; it may make or purchase any investment for a sum greater than the amount of the Trust Fund; it may agree to pay for any investment wholly or in part from any future moneys which may come into its hands, and/or to secure by mortgage floating or other charge or any other form of security the payment of moneys to or the performance of any other obligation to any person, and on such terms with or without security or interest as the Trustee shall deem fit; and the Trustee may join with any person in executing any mortgage or other document of the purpose of securing the payment of moneys or the performance of any other obligation to or by the Trustee jointly with any other person. The other party to the transaction shall not be concerned to enquire into the necessity for any borrowing or other obtaining of credit or the incurring or securing of any other obligation or application of the money involved.

12.8 To advance and to borrow moneys

To advance and lend moneys to and to borrow and raise moneys from and to secure by mortgage floating or other charge or any other form of security the payment of moneys or the performance of any obligation to any person, and on such terms with or without security or interest as the Trustee shall deem fit; and the Trustee may join with any person in executing any mortgage or other document for the purpose of securing the

Caddick Services Trust Deed

payment of moneys to or by the Trustee jointly with any other person. The other party to the transaction shall not be concerned to enquire into the necessity for any borrowing or other obtaining of credit or the incurring or securing of any obligation or the application of the money involved.

12.9 To guarantee

To give any guarantee or indemnity for the payment of money or the performance of any contract, obligation or undertaking by any person; and in support of or to secure performance of that guarantee or indemnity to mortgage grant a floating or other charge or any other form of security for the payment of moneys or the performance of any other obligation to any person, and on such terms with or without security or interest as the Trustee shall deem fit; and the Trustee may join with any person in executing any mortgage or other document for the purpose of security the payment of moneys or other obligations to or by the Trustee jointly with any other person and in any case whether or not to do so is for the benefit of the Trust Fund or any beneficiary. No lender shall be concerned to enquire into the necessity for any borrowing or other obtaining of credit or the incurring or securing of any other obligation or the application of the money involved.

12.10 To pay management costs

To pay out of the Trust Fund to the income, all costs, charges and expenses incidental to the management of the Trust Fund or to the exercise of any power, authority or discretion in this Deed or in carrying out or performing these trusts which the Trustee may incur, including all income tax or other taxes payable in respect of the Trust Fund, costs in any way connected with the preparation and execution of this Deed and all moneys which the Trustee may be required to pay as settlement, gift stamp or revenue duties in respect of the Trust Fund or this Deed.

12.11 To exercise rights in relation to shares, etc.

To exercise all rights privileges and perform all duties and do all such acts, matters and things appertaining to any shares, stock or debentures in any corporation subject to these trusts as the Trustee could do if it were the beneficial owner of the shares, stock or debentures or were personally interested or concerned in the corporation, and without diminishing the generality of the preceding words, the Trustee may assent to any arrangements modifying such rights, privileges or duties and to agree to any Scheme of Arrangement for the reconstruction or the increase or reduction in the capital of any corporation and to make any agreement in respect of or in the course of the winding up of any company and for such purpose to deposit, surrender or exchange any shares, stock or debentures or the title to them, and to pay any calls or contributions to other necessary expenses in connection with those shares, stock or debentures or any title to them.

Caddick Services Trust Deed

Principal, and shall if so directed by the Principal, revoke, add to, release, delete or vary all or any of the trusts or powers declared in this Deed or the Trust Particulars of any trusts or powers declared in this Deed or the Trust Particulars or any trusts or powers declared by any revocation, addition, release, deletion or variation and may declare any new or other trusts or powers concerning the Trust Fund or part or parts of it, but the Trustee shall not have any power to revoke, add to, release, delete or vary any of these trusts or powers so that the Settlor or the Settlor's estate or, without the consent of the Principal, the Trustee, may acquire a beneficial interest in the Trust Fund or income, or so that the beneficial entitlement of any beneficiary to any amount applied for that Beneficiary before the date of revocation, addition, release, deletion or variation is affected.

10.2 Any other person or persons on whom any power is conferred by this Trust may release and revoke any power so conferred and on any release or any renovation under this sub-clause the power so released or revoked shall by absolutely and irrevocably determined.

10.3 No revocation, addition, release, deletion or variation shall be valid if it would:

10.3.1 infringe the rule against perpetuities of any applicable jurisdiction; or

10.3.2 attract any tax (including without limiting the generality of the foregoing settlement duty or capital gains tax) of any kind exceeding \$100, or such other sum as the Principal or Trustee shall have (whether before or after such purported revocation, addition, release, deletion or variation) certified in writing as the maximum amount expected to be attracted by such revocation, addition, release, deletion or variation.

11. Manner of Exercise of Powers And Discretions of Trustee And Principal

11.1 Any power, discretion, decision, determination, nomination or authority conferred on the Trustee or Principal shall be made or exercised in the absolute discretion of the Trustee or Principal, may be made or exercised at any time and from time to time, and may be made or exercised by deed or other instrument or oral declaration, resolution or determination of the Trustee or Principal or declaration, resolution or determination of the Trustee or Principal partly oral and partly in writing, or by a resolution of the Members or Directors of the Trustee or Principal, or partly by any two or more of the above means, and in the case of the Principal, may also be exercised by will, provided that in the case of such a declaration, resolution or determination by an individual trustee or principal, to the extent that it is oral it must be verified in writing by a witness to the making of the oral declaration, resolution or determination;

Caddick Services Trust Deed

12.12 To employ

To employ or retain or consult any person in connection with any trade or business carried on by the Trustee or in connection with anything required to be done under this Deed including the receipt and payment of money; to delegate to any person any power, authority or capacity of the Trustee; and to decide the remuneration to be allowed and paid to that person and to create or arrange and contribute to any superannuation, retirement, benefit or pension scheme for the benefit of any person so employed.

12.13 To partition

To partition or agree to the partition of or to subdivide or agree to the subdivision of any land or other property which or any interest in which may be subject to the trusts of this Deed and to pay any moneys by way of equality for partition.

12.14 To open bank accounts

To open any account or accounts with any bank or banks and to operate those accounts by and in all usual ways.

12.15 To give receipts

To give effectual receipts and discharges for any moneys received by or on behalf of the Trustee or otherwise relating to any of the acts, matters and things provided for in this Deed.

12.16 To take actions to protect the trust fund

To take such action as the Trustee shall decide for the adequate protection of any part or parts of the Trust Fund and to do any other things that may be incidental to the exercise of the powers and authorities of the Trustee.

12.17 To act on legal advice

Without limiting the right and power of the Trustee to take and act on oral advice of a legal practitioner to take and act on the opinion (given in writing) of a legal practitioner practicing in any country where the Trust Fund or any part of it may be invested in relation to the interpretation or effect of this Deed or any other document or statute or as to the administration of the Trust of this Deed, without being liable to any of the persons beneficially interested in respect of any act done by the Trustee in accordance with that opinion (but nothing in this provision shall prohibit or impede the Trustee from applying to any Court or prohibit any of the Beneficiaries from doing that).

Caddick Services Trust Deed

12.18 To remunerate beneficiary

To remunerate any Beneficiary who is in the employ of the Trustee to the same extent and in the same manner as if the Beneficiary so employed were not a Beneficiary and all payments made by the Trustee to any such Beneficiary in or on account of expenses in connection with that employment shall not be or be taken to be payment to the Beneficiary of or on account of that Beneficiary's share in the Trust Fund or the income.

12.19 To determine all matters of doubt

To determine all questions and matters of doubt which may arise in the course of the management, administration, realisation, liquidation, partition or winding up of the Trust Fund.

12.20 To conduct farming operations and to lease

To conduct farming operations and/or lease all or any part of the property forming part of the Trust Fund.

12.21 To institute proceedings

To institute and defend proceedings at law and to proceed to their determination or compromise them as the Trustee shall consider advisable.

12.22 To incorporate companies

To incorporate or promote the incorporation of any company or companies in any place under the law of that place at the expense of the Trust Fund with limited or unlimited liability and to sell to that company the whole or any part of the Trust Fund and so that the consideration for the sale of the Trust Fund or any part of it to that company may consist wholly or partly of securities of that company which may be credited as fully paid and may be allotted to or otherwise vested in the Trustee and by capital moneys in the Trustee's hands. The following further powers shall apply to that incorporation or sale:

12.22.1 That all or any part of the expenses in connection with that formation or formations and sales or sales may be paid out of the Trust Fund.

12.22.2 That the Trustee may become a Director or servant of that company and may receive the remuneration attaching to such office without being liable to account for it and that any Trustee may become qualified as a director (if the relevant Constitution allows) by holding shares belonging to the Trust, but must execute a declaration of trust in favour of this

Caddick Services Trust Deed

Trust and deliver to any other Trustee the Certificates of any such shares and account to this Trust for all dividends and bonuses payable in respect of them.

12.22.3 That the consideration for any such sale or sales may comprise either cash, debentures, or debenture stock, preference (redeemable or otherwise) or ordinary or deferred shares (whether fully or partly paid) and with such rights attaching to them including without limiting the generality of this power the right to convert from the one to the other.

12.22.4 That the price of any sale or sales shall be fixed in such manner as the Trustee may determine.

12.23 To deposit securities or documents of title

To deposit the securities or documents of title to property subject to these trusts with a bank, trust company, investment broker or like institution in any part of the world and to delegate to such bank, trust company, investment broker or other like institution such of the trust and powers of the Trustee so deposited as the Trustee may consider expedient, and the Trustee shall not be liable or responsible for any loss not caused by its own fraud.

12.24 Exercise of discretion by trustee corporation

Every trustee which is a corporation or company may delegate the right and power to exercise or concur in exercising any of its powers, discretions, decisions, determinations, nominations or authorities to one or more members of its Board of Directors or governing body appointed by the Board of Directors or governing body for that purpose.

12.25 To exercise the powers of a company

To do anything which a natural person has the legal capacity to do including to exercise all the powers of a company in Section 124 of the *Corporations Act, 2001* when such powers are not expressly modified or excluded by the Constitution of that company.

12.26 To act notwithstanding personal interest

To exercise or concur in exercising all or any of the powers and discretions in this Deed or otherwise by law conferred even though the Trustee or any person being a Trustee or any person being a Director or shareholder of a Trustee (being a company) has or may have a personal, direct or indirect interest (whether as Trustee of any other settlement or in a personal capacity or as a Director or shareholder of any company or otherwise) in the mode or result of exercising such power or discretion or may benefit either directly or indirectly as a result of the exercise of any such power or discretion and even though

Caddick Services Trust Deed

the Trustee is the sole Trustee and neither the Trustee nor any other person (whether or not that person is a beneficiary) shall be liable to reimburse any trustee or beneficiary or otherwise account for any profit made or benefit otherwise obtained in consequence of the Trustee's exercise of any power or discretion in its own favour or in consequence of any other exercise by the Trustee of any power or discretion in circumstances referred to in this paragraph. This provision shall apply mutatis mutandis to the Principal.

12.27 To establish or transfer to other trusts

12.27.1 to declare that the Trust Fund, or any part of it, is held on the trust of any other trust, including a trust of which the Trustee is the trustee or one of the trustees, on the making of which declaration the Fund or part will be held on such trusts;

12.27.2 to establish and support out of the Trust Fund any associations, institutions, funds, schemes or other Trusts calculated to benefit the Beneficiaries or the employees or ex-employees of this Trust or of any company partnership association venture or syndicate in which this Trust or any beneficiaries may be interested or the dependants or connections of such persons and to grant pensions and allowances and to make payments towards insurance.

12.28 To make gifts

To make out of this Trust to any person or persons or to any associations or institutions or corporations or charities, except the Settlor and the Settlor's estate and, without the consent of the Principal, the Trustee or any former Trustee, or any corporation or Trust in which the Settlor or the Settlor's estate or, without the consent of the Principal, the Trustee or any former Trustee, has any actual or contingent beneficial interest, such gifts or advances as the Trustee may decide, whether those gifts or advances shall be for religious, charitable or benevolent purposes or objects or not.

12.29 To exchange property

To exchange property for other property of a like or different nature and for such consideration and on such conditions as the Trustee may consider advisable.

12.30 To compromise

To compromise and settle or compound for such consideration and on such terms and conditions as the Trustee may consider advisable all or any action, suit, proceeding, difference or demand or matter relating to the Trust or to the Trust Fund and those compromises and settlements shall be binding on all the Beneficiaries and others who acquire any interest under this Trust.

Caddick Services Trust Deed

12.31 To carry on business

To carry on any business which the Trustee may decide to, either alone or in association with any other person or trust or in partnership including (without limiting the generality of this provision) associations or partnerships with the Trustee either in its own right or in its capacity as Trustee or in any other capacity or with a company or companies in which the Trustee is directly or indirectly interested either in its own right or in its capacity as Trustee or in any other capacity and for that purpose to retain and employ the whole or any part of the Trust Fund and also to advance for those purposes such further moneys forming part of the Trust Fund as the Trustee shall think proper and to expend any moneys forming part of the Trust Fund in managing and carrying out those purposes including the purchase or acquisition of any real or personal property and if the Trustee considers necessary in the course of such management or carrying on business to borrow money or mortgage and give security over any property forming part of the assets of that venture with priority (if the Trustee thinks fit) over any charge created by or under this Deed and generally to act in all matters relating to the venture as if the Trustee were beneficially entitled to it. If an associate or partner of the trustee in that venture dies, the Trustee may carry on that venture in association or partnership with the estate of the deceased associate or partner for so long as the Trustee and/or the legal personal representatives of the deceased associate or partner decide to. The Trustee may employ in any such venture any of the Beneficiaries as manager, overseer, workman or any other necessary employee.

12.32 To act in different capacities

12.32.1 To sell, transfer, hire, lease or dispose of any real or personal property of the trust fund, or to lend or advance, or otherwise provide any moneys to the Trustee in its personal capacity, or in its capacity as trustee of other trust funds, or in any other capacity, or to any company or partnership, and to buy, accept, hire, lease, or acquire any real or personal property, or to borrow, or otherwise receive any moneys as Trustee of this Trust from itself in its personal capacity, or in its capacity as Trustee of other trust funds, or in any other capacity or from any company or partnership of which it is a member or officer, or with a wife, husband, child or children of any Trustee, and to enter into any analogous transaction which would be so described if the Trustee were dealing with another legal entity rather than with itself, and to secure by mortgage floating or other charge or any other form of security the payment of moneys or the performance of any other obligation to any person including itself in another capacity, and on such terms with or without security or interest as the Trustee shall deem fit; and the Trustee may join with any person in executing any mortgage or other document for the purpose of security the payment of moneys to or by the Trustee jointly with any other

Caddick Services Trust Deed

person. The other party to the transaction shall not be concerned to enquire into the necessity for any borrowing or other obtaining of credit or incurring or securing of any other obligation of the application of the money involved.

12.32.2 To carry on or carry out any profit-making undertaking or scheme in partnership or otherwise in association with the Trustees or any of them in their personal capacity or in the capacity of the Trustees or any of them as Trustee of other Trust or in any other capacity or with any company or partnership even through the Trustees or any of them is a shareholder or director or member or partner of the company or partnership or with the husband or wife or child or children of any Trustee, and to enter into any analogous transaction which would be so described if the Trustee were dealing with another legal entity rather than with itself.

12.32.3 Where the Trustee is also the trustee of a trust to or from which capital or income is to be transferred, then a resolution by the directors of the Trustee that it holds or will hold any capital or income on the trusts of that other trust shall be a sufficient transfer.

12.33 To bulk investments

The Trustee may, without being in breach of any obligation as trustee, and unless the Principal directs otherwise, hold in its own name any investment or other property of the trust (including any bank account) both for the trust and in any other capacity or capacities (but where the Trustee considers it desirable to do so, with it being specified that it holds it as trustee), provided that the Trustee shall keep proper accounts to distinguish sufficiently the extent of the interest of the Trustee as trustee of this trust and its interest held in any other capacity). This provision applies *mutatis mutandis* to a custodian trustee.

12.34 To pay to parent, guardian, etc

The capital or income to which a Beneficiary becomes entitled or which the Trustee may determine to pay or apply to a beneficiary may be applied or assigned by the Trustee to such one or more of the parent, guardian or spouse of that Beneficiary and that Beneficiary, or to a separate banking account in the name of the parent, guardian, or spouse of that Beneficiary and that Beneficiary, or to or in the name of that Beneficiary alone as the Trustee shall decide, for the maintenance, benefit support and advancement in life of that Beneficiary, and in making that payment the Trustee shall not be bound to see to the application of any amount or thing so paid applied or assigned and the receipt of the parent, guardian, spouse, banker or Beneficiary shall be a good and sufficient discharge and receipt to the Trustee, and the Trustee shall not be

Caddick Services Trust Deed

bound to see to the proper application of any such amount or thing. Further, the trustee may pay to any parent (out of capital or out of income) any amount sought by such parent in reimbursement of moneys paid by the parent to or for the benefit of any beneficiary, whether paid by the parent to or for the benefit of any beneficiary, whether paid by the parent in the year of reimbursement, or in any previous year.

12.35 To act on advice

Without limiting the right of the Trustee or any beneficiary to apply for advice to a court, the Trustee may act on the opinion of any barrister or solicitor of not less than five (5) years standing practicing in any jurisdiction in Australia in relation to the interpretation of this trust deed, or of any document or statute, or as to the administration of the trust, without being liable to any beneficiary for any act so done or left undone by the Trustee in accordance with that advice, and any such act done or left undone is within the powers of the Trustee conferred by this deed.

12.36 Rights issues

Without affecting the generality of any other provision of this deed when a company or corporation, the shares, notes or debentures or other securities of which are included in the Trust Fund, offers to the Trustee rights to subscribe for new shares notes or debentures or other securities the Trustee may do any of the following things:

- 12.36.1 Sell the whole of those rights and treat the proceeds as part of the net income of the Trust Fund for the year in which the proceeds were received.
- 12.36.2 Sell some of those rights and use the proceeds or part of the proceeds to subscribe for the shares, notes or debentures or other securities covered by the remainder of those rights in which case the new shares, notes or debentures or other securities subscribed for shall be part of the investments of the Trust Fund.

Raise out of the Trust Fund such sum as is required to subscribe for those new shares, notes or debentures or other securities and apply it accordingly, in which case also the new shares, notes or debentures or other securities shall be part of the investments of the Trust Fund.

13. Sub-Funds

- 13.1 The Principal or, subject to any determination of the Principal, the Trustee may subdivide the Trust Fund into two or more sub-funds.

Caddick Services Trust Deed

- 13.2 The Trustee may determine which of the assets of the Trust Fund forms part of each of such sub-funds.
- 13.3 The Trustee may but does not have to hold the assets of any such sub-funds separate from those of the others, and may hold assets for the sub-funds in such proportions as it determines from time to time.
- 13.4 The power to remove and appoint trustees contained in clause 9 shall include a power to appoint and/or remove trustees in respect of any one or more sub-funds separately, and in particular, the Principal may remove the Trustee from its position as Trustee of any sub-fund, and likewise appoint another Trustee in its capacity as trustee of the Trust.

Until the Principal or, subject to any determination of the Principal, the Trustee determines otherwise, a sub-fund shall be subject to a lien only in respect of liabilities directly incurred in the acquisition of the assets contained in the sub-fund.

14. Exclusion from Benefits

The Settlor and the Settlor's estate and any corporation or Trust in which the Settlor or the Settlor's estate has any actual or contingent beneficial interest may not take all or any benefits under this Trust.

15. Exclusion of Beneficiaries

Any person being a Beneficiary may by oral declaration recorded in the Minutes or record of the Trustee or by written notice to the Trustee exclude itself from the class of Beneficiaries and no further sums whether of income or of capital shall be allocated or set aside or paid to or otherwise applied to or for the benefit of that person. That notice shall not affect the beneficial entitlement to any amount set aside for that Beneficiary or amount held in trust for that Beneficiary before the date of that notice.

16. Payment to Charity

The Trustee may pay any sum to which any charitable body may become entitled or to which the Trustee desires to make any payment under this Deed to the secretary or

Caddick Services Trust Deed

honorary treasurer of that body without being bound to see to the further application of it.

17. Custodian Trustee

It shall not be necessary for the title to any property forming part of the Trust Fund to be registered or otherwise held in the name of the Trustee, but that title may be registered or held in any other name as Custodian Trustee.

18. Delegation

Without limiting any other provision relating to delegation, the Trustee may delegate the exercise of all or any of the powers or authorities conferred on the Trustee and execute in writing any power of attorney or other instrument necessary to effectuate that purpose.

19. Nominee of Principal

- 19.1 The Principal may appoint a person ("the Nominee") to be the Principal's nominee in substitution for the Principal, and may during the lifetime of the Principal named in the Trust Particulars revoke that nomination. In the absence of any express appointment of a Nominee, the person named as executor in the Principal's last valid and current will shall be taken to have been appointed Nominee. In the absence of the appointment of any other person, and of an executor so named who is willing to act as Principal, the Principal's spouse, or if the Principal has no spouse, the person who would be the Principal's next of kin if the Principal died on the day in question, shall be taken to have been appointed Nominee. That appointment may be expressed to take effect immediately or at some future time, but unless stated otherwise, will come into effect on the death of the Principal, or on the occurrence of any of the events referred to in sub-clause 19.4, whichever occurs first, but any act done by the Principal shall not, unless the Nominee determines otherwise, be invalidated by the fact that the nomination took effect before the Principal did that act. The Nominee may exercise all the powers of the Principal, including the power to appoint a nominee and also to revoke that nomination;
- 19.2 On and from the death of the Principal without a nominee surviving, the executor of the Principal's will or administrator of the Principal's estate shall be taken to be the Nominee;

Caddick Services Trust Deed

- 19.3 In any other case, if the office of Principal is vacant, the Trustee shall be taken to be the Nominee;
- 19.4 If the Principal, being an individual, shall be found to be of unsound mind or a person whose personal estate is liable to be dealt with in any way under the law relating to mental health, or if the Principal shall become bankrupt or make any arrangement under the *Bankruptcy Act 1966*, or if the Principal, being a company, shall have a receiver and/or administrator appointed, or enter into official management or have an application for its winding up made to the court or pass a resolution for its winding up, or enter into a scheme of arrangement (not being merely for the purpose of amalgamation or re-construction), or be wound up, whether compulsorily or voluntarily or be dissolved or otherwise become subject to external administration under the *Corporations Act, 2001* or if the Principal is either an individual or a company, the Principal is or becomes insolvent, or if proceedings are brought against or an order is made against the Principal as such under the *Family Law Act 1975* (other than for the purpose of determining the validity of the Trust or the rights or entitlements of the beneficiaries) then from the time of that event occurring and during the continuance of the state of affairs, the powers of the Principal shall vest in the Nominee, but on the cessation of that state of affairs, then the powers of the principal shall re-vest in the Principal;
- 19.5 Sub-clauses 19.1, 19.2, 19.3 and 19.4 shall apply *mutatis mutandis* to the Nominee;
- 19.6 If more than one person shall be named Principal in the Trust Particulars or be entitled to exercise the powers of the Principal, then the powers conferred on those persons under this Deed shall be exercised by them jointly during their lifetimes and by the survivor or survivors of them on the death or deaths of any of them.
- 19.7 The Principal may resign from the office of Principal if and only if there is a Nominee. On the Principal's so resigning, the then Nominee shall become Principal, as though named as Principal in the Trust Particulars, and all the powers of the resigning principal shall cease.

20. Exercise of Powers by Will

- 20.1 The powers conferred by Clauses 3, 4, 5, 6, 7, 9 and 10 or any one or more of those powers:-
- 20.1.1 may be exercised to the exclusion of the person referred to there by the will of the Principal or after the death of the Principal, subject to the terms of the will of the Principal, by the will of the person who is the spouse of the Principal at the date of the Principal's death; or

Caddick Services Trust Deed

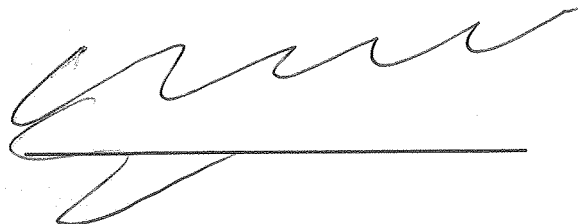
- 20.1.2 may be conferred by that will on any person or persons as provided in the will of the person then entitled to exercise the powers contained in paragraph 20.1.1.
- 20.2 The Principal shall have power exercisable in either of those ways to appoint any other person to be principal.
- 20.3 That conferral shall take effect to the exclusion of any other person.

In every case that exercise or conferral shall take effect only on the death of the person exercising that power.

Caddick Services Trust Deed

EXECUTED AS A DEED on the date mentioned in the Trust Particulars.


SIGNED SEALED AND DELIVERED by
[REDACTED] as
the Settlor in the presence of:



E. G. Caddick

Witness

SIGNED SEALED AND DELIVERED by
Melissa Louise Caddick as Trustee in the
presence of:



E. G. Caddick

Witness



MELISSA CADDICK ATF
CADDICK SERVICES TRUST
PO BOX W4
WATSONS BAY NSW 2030

Account Balance Summary

Opening Balance	USD	33,350.57	Cr
Total Credits	USD	0.00	Cr
Total Debits	USD	0.00	Dr
Closing Balance	USD	33,350.57	Cr

Statement starts 20NOV20
Statement ends 22DEC20

Statement Number 32

Outlet Details

International Service Centre - Melbourne

Account Details

MELISSA CADDICK ATF CADDICK SERVICE
US DOLLAR ACCOUNT

Account number [REDACTED]

Transaction Details

Date	Particulars	Debits	Credits	Balance
------	-------------	--------	---------	---------

End of Statement

Explanatory Notes

Please check all entries and report any apparent error or possible unauthorised transaction immediately. We may subsequently adjust debits and credits, which may result in a change to your account balance to accurately reflect the obligations between us.

For information on resolving problems or disputes, contact us on 1300 762 900, or ask at any NAB branch.

For further information on any applicable rebates, fees or government charges, please refer to the "NAB Foreign Currency Account – Onshore, Terms & Conditions" brochure and "A guide to fees & charges – Personal Bank fees" or "Business Banking fees – A guide to fees and charges".

Self Managed Superannuation Fund

Trust Deed



Deed of Replacement of Governing Rules (Trust Deed)

Caddick Family Trust Superannuation Fund

Adam Grimely
(Trustee)

Melissa Caddick

Melissa Caddick
(Members)

<p>Pro Forma Precedent Prepared by</p> <p>Madgwicks Lawyers Level 33 140 William Street Melbourne Vic 3000 Tel: 61-3-9242 4744 Fax: 61-3-9242 4777 email: Madgwicks@madgwicks.com.au</p>	<p>Schedule, Parties and Execution Clauses Prepared by</p> <p>Super Concepts Pty Ltd Level 4 295 Springvale Road Glen Waverley Vic 3150 Tel: 61-3-8581 4300 Fax: 61-3-9560 2438 email: info@superconcepts.com.au Ref: 023745</p>
<p style="text-align: center;">COPYRIGHT WARNING NOTICE</p> <p>This Document is protected by copyright owned by Madgwicks and licensed to Super Concepts Pty Ltd for use and reproduction. Any unauthorised use or reproduction without approval from Madgwicks or Super Concepts Pty Ltd is an actionable infringement of copyright.</p>	

Date: This Deed is made on the Date of this Deed specified in **Item 1** of the Schedule (**Date of this Deed**) between

Parties:

The person/s named and identified as the Trustee/s in **Item 2** of the Schedule (**Trustee**); and

The person/s named and identified as the Member/s in **Item 3** of the Schedule (**Members**); and

If applicable, the person/s (if any) named and identified as the Principal in **Item 4** of the Schedule (**Principal**)

Introduction:

- A. The indefinitely continuing superannuation fund known by the name specified in **Item 5** of the Schedule (**Fund**) is a self managed superannuation fund that is regulated under the *Superannuation Industry (Supervision) Act 1993 (Cth)* (**SIS Act**).
- B. The Fund was established on the date specified in **Item 6** of the Schedule (**Commencement Date of the Fund**).
- C. On the Date of this Deed, the Fund is governed by a trust deed or governing rules specified in **Item 7** of the Schedule (**Existing Trust Deed**).
- D. On the Date of this Deed:
 - (i) the Trustee is the trustee of the Fund;
 - (ii) the Members are the members of the Fund; and
 - (iii) the Principal (if any) is named in the Existing Trust Deed as a employer-sponsor, founder and/or other sponsor of the Fund.
- E. The Trustee wishes to update the governing rules of the Fund to ensure that they are consistent with the current relevant provisions of the SIS Act and developments in superannuation law relating to self managed superannuation funds since the date of the Existing Trust Deed.
- F. The Existing Trust Deed contains a clause specified in **Item 8** of the Schedule (**Amendment Clause**) that allows the Existing Trust Deed to be amended and/or replaced.
- G. In accordance with the Amendment Clause, the Trustee is executing this Deed so as to repeal and replace the Existing Trust Deed and adopt a new trust deed in the form of the Annexure to this Deed (**New Trust Deed**) to operate as the new governing rules of the Fund effective from the date specified in **Item 9** of the Schedule (**Effective Date**).
- H. The Trustee considers that the replacement of the Existing Trust Deed by adoption of the New Trust Deed effected by this Deed will not adversely alter any Member's right or claim to accrued benefits in the Fund or the amount of those accrued benefits, and therefore the adoption of the New Trust Deed does not require the consent of any Member of the Fund. However, the Members wish to record their consent to the adoption of the New Trust Deed by their execution of this Deed.
- I. The Principal (if any) also executes this Deed to record the Principal's consent to the adoption of the New Trust Deed.

This Deed witnesses:

1. Replacement of Existing Trust Deed

1.1 Amendment

In accordance with the Amendment Clause, the governing rules of the Fund are amended by repealing and replacing all of the provisions of the Existing Trust Deed inclusive and adopting the new provisions of the New Trust Deed with effect from the Effective Date. On and from the Effective Date, the New Trust Deed will operate as the governing rules of the Fund.

1.2 Members Consent

The Members consent to the adoption of the New Trust Deed.

1.3 Principal Consent

The Principal consents to the adoption of the New Trust Deed including, if applicable, the removal of the role of any Founder that may have existed under the Existing Trust Deed.

1.4 No Resettlement

For the avoidance of doubt, the Trustee, the Principal and the Members intend and agree that nothing in the New Trust Deed, or in the Trustee's act of replacing the Existing Trust Deed with the New Trust Deed by this Deed, shall operate as or establish, or be deemed to operate as or establish, a new superannuation fund or trust or a resettlement of the Fund.

2. Governing Law and Jurisdiction

This Deed is governed by the laws of the State or Territory identified in **Item 10** of the Schedule (**Governing State**) and the parties submit to the jurisdiction of the Courts of that Governing State and the Courts of the Commonwealth of Australia.

3. Definitions and Interpretation

- (a) In this Deed, an expression that appears in its context to define a fact, person or thing immediately preceding that expression, will mean that fact, person or thing.
- (b) In this Deed, the singular includes the plural and vice versa.
- (c) Notwithstanding anything to the contrary in the Existing Trust Deed, to the extent that there is any inconsistency between this Deed and any part of the Existing Trust Deed, this Deed shall take priority and shall prevail over that inconsistent part of the Existing Trust Deed, and this Deed shall be interpreted accordingly.
- (d) A reference to a Schedule or Annexure means the Schedule or Annexure to this Deed.

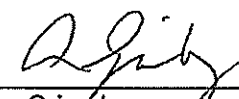
Executed by the parties as Deed on the Date of this Deed:

Trustee

Signed Sealed and Delivered by Adam)
Grimely in the presence of:)



Witness




Adam Grimely

MELISSA CADDICK
Name (please print)

Signed Sealed and Delivered by Melissa)
Caddick in the presence of:)



Witness

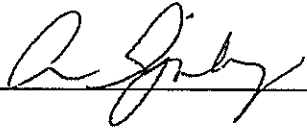


Melissa Caddick

ADAM GRIMLEY
Name (please print)

Members

Signed Sealed and Delivered by Melissa)
Caddick in the presence of:)



Witness



Melissa Caddick

ADAM GRIMLEY

Name (please print)

Schedule 1

Item 1	Date of this Deed:	
Item 2	Trustee:	Adam Grimely 2 York Place KENSINGTON NSW 2033 <i>37 Chamberlaine Ave Rose Bay NSW</i> Melissa Caddick 2 York Place KENSINGTON NSW 2033 <i>→ 20 29</i>
Item 3	Members:	Melissa Caddick 2 York Place KENSINGTON NSW 2033 <i>↑</i>
Item 4	Principal (if applicable): (Principal Employer, Founder etc)	
Item 5	Name of the Fund:	Caddick Family Trust Superannuation Fund
Item 6	Commencement Date of the Fund:	22 September 1999
Item 7	Existing Trust Deed:	09 March 2012
Item 8	Amendment Clause:	66
Item 9	Effective Date:	<i>13/11/2013</i>
Item 10	Governing State:	<i>NSW</i>

Annexure - New Trust Deed

As annexed

Trust Deed
Caddick Family Trust
Superannuation Fund

INDEX

CLAUSE	PAGE
1. DEFINITIONS	1
1.1 Defined Terms in this Deed	1
1.2 Defined Terms in the Act	9
2. INTERPRETATION	9
3. FUND IS SUBJECT TO REQUIREMENTS OF THE ACT	10
3.1 Deemed Inclusion of Relevant Act Provisions	10
3.2 Trustee must Comply with Act	10
3.3 Inconsistency between Deed and Act	10
4. GOVERNING LAW	10
5. TRUSTEE HOLDS FUND ON TRUST	10
6. COMPOSITION OF THE FUND	11
7. ELECTION TO BE AUSTRALIAN COMPLYING REGULATED SELF MANAGED SUPERANNUATION FUND	11
7.1 Trustee must give Notice of Election	11
7.2 Pension Fund and/or Corporate Trustee	11
7.3 No Amendment to Change Purpose	11
7.4 Fund to be "Australian Complying Regulated Self Managed Superannuation Fund"	11
7.5 Tax File Number, Australian Business Number and Goods & Services Tax	12
8. APPOINTMENT AND REMOVAL OF TRUSTEE	12
8.1 Structure of the Office of Trustee	12
8.2 Compliance with the Act	12
8.3 Members to Appoint and Remove Trustee	12
8.4 Cessation from Office of Individual Trustees or Responsible Officers of Corporate Trustee	13
8.5 Cessation from Office of Corporate Trustee	13
8.6 Trustee may be a Member	14
8.7 Consent to Appointment	14
8.8 Legal Personal Representative of Deceased Member	14
8.9 Continuity of Office	14
8.10 Trustee Declaration of Obligations and Responsibilities	14
8.11 Legal Personal Representative with Enduring Power of Attorney	15
8.12 Legal Personal Representative of Member with a Disability	15

9.	PROCEEDINGS OF TRUSTEE	15
9.1	Meetings	15
9.2	Quorum for Meeting of Trustee	15
9.3	Passing of Resolutions at Meetings	16
9.4	Attendances at Meeting when not present in Person	16
9.5	Circular Resolutions	16
9.6	Appointment of Chairperson	16
9.7	Chairperson's Duty	16
9.8	Voting Entitlement	17
9.9	Minutes of Meeting	17
9.10	Items for Consideration	18
9.11	Constitution of Corporate Trustee	18
10.	TRUSTEE'S DISCRETION	18
10.1	No Requirement to Give Reasons	18
10.2	Unfettered Discretion	18
10.3	Trustee's Decision Final	18
10.4	Exercise of Discretion by Person Other than Trustee	18
11.	PROTECTION AND INDEMNITY OF THE TRUSTEE	19
11.1	Limitation of Liability - General	19
11.2	Liability for Certain Conduct	19
11.3	Indemnity of Trustee	19
11.4	Indemnity of Director	19
11.5	Lien on Fund to Satisfy Indemnity	19
12.	COVENANTS BY TRUSTEE	19
13.	COVENANTS BY DIRECTORS OF A CORPORATE TRUSTEE	20
14.	RECORDS OF CHANGES OF TRUSTEE / REPORTS TO MEMBERS	21
14.1	Changes of Trustee and Consents and Declarations	21
14.2	Reports to Members	21
15.	ADMISSION OF MEMBERS	21
15.1	Eligible Person to Apply	21
15.2	Application Form	21
15.3	Acceptance of Membership Application	21
15.4	Deemed Acceptance of Application	22
15.5	Members Bound by Deed	22
15.6	Trustee to Notify Members of their Rights	22
15.7	Trustee May Impose Conditions on Members	22
15.8	Classification of Different Classes of Members	22

16.	MEETINGS OF MEMBERS	22
16.1	Members may Convene Meeting	22
16.2	Trustee Convening Meeting	22
16.3	Notice of Meeting	22
16.4	Service of Notice	23
16.5	Chairperson	23
16.6	Voting Entitlement	23
16.7	Trustee to Oversee Meeting	23
17.	CESSATION OF MEMBERSHIP	23
17.1	Triggering Events	23
17.2	Member's Rights not Affected	24
18.	MEMBERS PROVIDING INFORMATION TO TRUSTEE	24
18.1	Upon Request by Trustee	24
18.2	Member's Failure to Comply	24
18.3	Information Incorrect or Misleading	24
18.4	Tax File Numbers of Members	24
18.5	Members Updated Information to Trustee	24
19.	DISCLOSURE AND REPORTING TO MEMBERS	25
19.1	General Requirement	25
19.2	Specific Requirements	25
19.3	Limitation on Disclosure	26
19.4	What, When and How Information is Provided	26
19.5	Product Disclosure Statements – Information Knowledge of Members	26
20.	GENERAL POWERS OF THE TRUSTEE	26
20.1	Trustee has Complete Management and Control	26
20.2	Trustee May do all Acts in Exercise of Powers/Obligations	26
20.3	Powers Additional to Powers Given under the Act	26
20.4	Conflicts of Interest	27
21.	SPECIFIC MANAGEMENT POWERS OF THE TRUSTEE	27
21.1	Appoint and Pay Managers and Others	27
21.2	Legal Proceedings	27
21.3	Compound Debts	27
21.4	Arbitration	27
21.5	Receipts and Discharges	27
21.6	Bank Accounts	27
21.7	Seek Advice	27
21.8	Borrow Money, Give Indemnity and Security	28

21.9	Receive Distributions, Dividends and Gifts	28
21.10	Maintain Property	28
21.11	To Pay Rates and Taxes	28
21.12	Lease Property	28
21.13	Sell Property	28
21.14	Undertaking and Contracts	28
21.15	Insurance and Premiums	28
21.16	Proxies and Powers of Attorney	29
21.17	Purchase Annuity	29
21.18	Insurance of Property	29
21.19	Insurance of Trustee and Directors	29
21.20	Delegate	29
22.	INVESTMENT OF THE FUND	29
22.1	General Investment Powers of the Trustee	29
22.2	Specific Investment Powers of the Trustee	29
22.3	Dealing with Investments as Beneficial Owner	30
22.4	The Trustee may have Interest in Investments	30
22.5	Policies of Insurance	30
22.6	Prudent Investment Rules	31
23.	COMPLIANCE WITH THE ACT - INVESTMENTS	31
23.1	General Requirement	31
23.2	Borrowing by the Trustee (including Limited Recourse Borrowing Arrangements)	32
23.3	Lending to Members	32
23.4	Acquisition of Certain Assets from Members or a Related Party	32
23.5	Investments to be made at Arm's Length	32
23.6	Statement of Investment Strategy	32
23.7	Member Investment Choice	32
23.8	Derivative Transactions	33
23.9	Investments Involving "In-house Assets" or a Related Party	33
24.	SPECIFIC INVESTMENTS OF A MEMBER	34
24.1	Separate Investment for a Specific Member	34
24.2	Trustee to Record and Account Separately	34
24.3	Variation to the Investment	34
25.	VALUATION OF FUND	34

26.	DELEGATION BY TRUSTEE	34
26.1	Trustee's Right to Delegate	34
26.2	Variation or Revocation to Delegation	34
26.3	Delegation Subject to the Act	34
26.4	Scope of Delegation	34
27.	APPOINTMENT OF ACTUARY, AUDITOR, CUSTODIAN, INVESTMENT MANAGERS AND QUALIFIED ADVISORS	34
27.1	Actuary	34
27.2	Auditor	35
27.3	Custodian	35
27.4	Investment Managers	35
27.5	Qualified Advisors	35
27.6	Revocation of Appointment	36
28.	REMUNERATION OF TRUSTEE AND REIMBURSEMENT FOR ADMINISTRATION EXPENSES	36
28.1	No Right to Charge Fees	36
28.2	Indemnity and Reimbursement	36
29.	ACCOUNTING RECORDS	37
29.1	Form of Accounting Records	37
29.2	Retention of Accounting Records	37
30.	ACCOUNTING STATEMENTS	37
30.1	Preparation	37
30.2	Signature	37
30.3	Retention	37
31.	AUDIT OF THE FUND	37
31.1	Audit to be Conducted each Financial Year	37
31.2	Auditor to be Given Access to Documents/Information	37
32.	ANNUAL RETURNS ETC TO RESPONSIBLE AUTHORITY	38
32.1	Annual Return	38
32.2	Trustee Certificate	38
32.3	Audit Certificate	38
32.4	Contribution Statement	38
32.5	Other Documents or Information	38

33.	COMPLAINTS PROCEDURE	38
	33.1 If Required by the Act	38
	33.2 Rights of Beneficiaries	38
	33.3 Trustee to Deal within 90 Days	38
34.	NOTICE TO RESPONSIBLE AUTHORITY OF SIGNIFICANT ADVERSE EVENTS	38
	34.1 Trustee's Responsibility to Notify	38
	34.2 Meaning of Significant Adverse Event	39
	34.3 Change of Fund Details	39
	34.4 Material Changes and Omissions in Information Previously Given	39
35.	ACCUMULATION ACCOUNTS	39
	35.1 Separate Member Accumulation Accounts	39
	35.2 Credits to Accumulation Accounts	39
	35.3 Debits to Accumulation Accounts	40
36.	INCOME ACCOUNT	40
	36.1 Establishment	40
	36.2 Credits	40
	36.3 Debits	41
37.	RESERVE ACCOUNT	41
	37.1 Establishment	41
	37.2 Credits	41
	37.3 Investment Return on Reserve Account	41
	37.4 Purpose and Use includes Reserves	42
38.	CALCULATION OF INVESTMENT RETURN AND EARNINGS	42
39.	PARTICIPATION OF PERSONS AS EMPLOYERS	42
	39.1 Application to Participate	42
	39.2 Approval by Trustee	42
	39.3 Execution of Participating Employer Admission Form	43
	39.4 Employer May Contribute	43
	39.5 Deemed Admission	43
40.	RECONSTRUCTION OR AMALGAMATION OF AN EMPLOYER	43
41.	INSOLVENCY OF TRUSTEE	43
42.	MEMBER CONTRIBUTIONS	43
43.	EMPLOYER CONTRIBUTIONS	44
	43.1 Employer may Contribute	44
	43.2 Contributions Pursuant to Agreement with Trustee	44

44.	OTHER CONTRIBUTIONS	44
45.	PAYMENT OF CONTRIBUTIONS	44
45.1	No Obligation to Contribute	44
45.2	Contributions may be in Cash or other Assets	44
45.3	Limitation on Accepting Contributions	44
45.4	Refund of Ineligible Contributions	44
45.5	Employer to remit Contributions Promptly	46
45.6	Allocation of Contributions	46
46.	CONTRIBUTION SPLITTING	46
47.	FUND TO PROVIDE BENEFITS	46
48.	RETIREMENT BENEFITS	46
48.1	Entitlement	46
48.2	Amount	47
48.3	Manner of Payment - Lump Sum or Pension	47
49.	PRESERVATION AGE BENEFITS	47
49.1	Entitlement	47
49.2	Amount	47
49.3	Manner of Payment - Lump Sum or Pension	47
50.	DEATH BENEFITS	47
50.1	Entitlement	47
50.2	Amount	48
50.3	Manner of Payment - Trustee's Discretion	48
50.4	Beneficiary Nomination	49
51.	PERSONS TO RECEIVE DEATH BENEFITS	49
52.	PERMANENT INCAPACITY BENEFITS	51
52.1	Entitlement	51
52.2	Amount	51
52.3	Manner of Payment - Lump Sum or Pension	51
53.	TEMPORARY INCAPACITY BENEFITS	51
53.1	Entitlement	51
53.2	Amount	51
53.3	Manner of Payment	52
54.	OTHER BENEFIT PAYMENTS	52
54.1	Prescribed Event	52
54.2	Amount and Manner of Payment	52
54.3	Temporary Residents Permanently Departing Australia	52

55.	BENEFITS PAYABLE AS A PENSION	52
55.1	Payment of Pension	52
55.2	Type of Agreed Pension and Pension Agreement	53
55.3	Amount of Pension	53
55.4	Pension Account	53
55.5	Segregation of Pension Assets	54
55.6	Conditions Applicable to All Pensions	54
55.7	Variation to Pension Amount	54
55.8	Limitation on Pension Amount	54
55.9	Death of Pensioner	54
55.10	Application to Convert Lump Sum Benefit to Pension	55
55.11	Commutation of Pension to a Lump Sum	55
55.12	Purchase of Pension or Annuity from Third Party	55
55.13	Allocated Pension	55
55.14	Account-Based Pension	56
55.15	Lifetime Pension	56
55.16	Fixed Term Pension	56
55.17	Market-Linked Pension	56
55.18	Non-commutable Allocated Pension	57
55.19	Non-commutable Pension	57
55.20	Transition to Retirement Income Stream	57
55.21	Non-commutable Income Stream	57
56.	PAYMENT OF BENEFIT BY TRANSFER IN SPECIE	57
56.1	Transfer of Assets	57
56.2	Transfer of Policy of Insurance	58
57.	RESTRICTIONS ON PAYMENT OR DEALINGS WITH BENEFITS	58
57.1	Compliance with the Act	58
57.2	Trustee Must Act	58
58.	CONDITIONS FOR PAYMENT OF PRESERVED BENEFITS	58
58.1	Entitlement to Preserved Benefit	58
58.2	Unrestricted Non-Preserved Benefits	58
58.3	Member May Request Transfer	58
58.4	Trustee may transfer Preserved Benefit	58
58.5	Power of Attorney	59
59.	POSTPONEMENT OF BENEFIT PAYMENTS	59
59.1	To Facilitate Administration	59
59.2	At Request of Beneficiary	59

60.	TRANSFERS FROM APPROVED SUPERANNUATION ENTITIES	59
60.1	Trustee May Take Interest	59
60.2	Trustee To Hold Subject to this Deed	59
60.3	Payment of Special Unpreserved Benefits	59
60.4	Member Subject to Fund	59
61.	TRANSFERS TO APPROVED SUPERANNUATION ENTITIES	60
61.1	Trustee May Transfer with Member's Consent or Request	60
61.2	Trustee May Transfer without Member's Consent	60
61.3	Receipt of Transferred Amount	60
61.4	Extinguishment of Rights	60
61.5	Adjustment of Other Benefits upon Transfer	60
61.6	Compliance with the Act	60
61.7	Transfer to Member's New SMSF	61
61.8	Power of Attorney	61
62.	MEMBER MAY REQUEST ROLLOVER PAYMENT	61
63.	TERMINATION OF THE FUND	61
63.1	Grounds for Termination	61
63.2	Notice of Termination	61
63.3	Winding up of the Fund	61
64.	DISSOLUTION OF THE FUND	62
65.	AVAILABILITY OF DEED	62
66.	AMENDMENT OF DEED	62
66.1	Who may Amend	62
66.2	How Amendment Effected	62
66.3	Date of Amendment	63
66.4	Consent by Beneficiary	63
66.5	Notice to Members	63
66.6	Notice to Responsible Authority	63
66.7	Amendments concerning Compliance with the Act	63
66.8	Restriction on Amendments	63
67.	TAXATION	63
67.1	Taxation of Benefits	63
67.2	Taxation on Contributions	64
67.3	Taxation on Income	64

68.	PROOF OF ENTITLEMENT BY BENEFICIARIES	64
69.	NO PERSONAL CLAIM OF MEMBERS OR DEPENDANTS FOR INTEREST	64
70.	COMPENSATION RIGHTS OF MEMBERS NOT LIMITED	64
71.	FAMILY LAW PROCEEDINGS	64
	71.1 Operation of this Clause	64
	71.2 Superannuation Agreement	64
	71.3 Court Order	65
	71.4 Request for Information	65
72.	PRIVACY	65

THIS TRUST DEED is made on the Date of this Deed specified in the Schedule.

TRUSTEE:

The person named as the Trustee in the Schedule ("the Trustee")

RECITALS:

- A. This Deed contains the governing rules of an indefinitely continuing superannuation fund ("the Fund") known by the name specified in the Schedule.
- B. This Deed requires that:
 - (i) the Fund have the sole or primary purpose of providing Old-Age Pensions and may also have the ancillary purpose of providing other Benefits described in this Deed; or,
 - (ii) the Fund have a Corporate Trustee as the Trustee of the Fund.
- C. The Trustee has consented to act as the Trustee of the Fund.
- D. This Deed reflects the intention of the Trustee that the Fund operate as an Australian complying regulated self managed superannuation fund and comply with the Act in order that the Fund is eligible for Concessional Taxation Treatment.

THIS DEED WITNESSES:

1. **DEFINITIONS**

1.1 **Defined Terms in this Deed**

In this Deed, unless the context otherwise requires:

"Account" means any account established and maintained by the Trustee under this Deed for administering the Fund on behalf of the Members, and includes any Accumulation Account, Reserve Account, Income Account, or Pension Account, as described in this Deed.

"Account-Based Pension" means a pension that meets the definition, description and standards of an account-based pension under the SIS Regulations, and specifically Regulations 1.03(1) and 1.06(9A).

"Act" means:

- (a) Co-contribution Act;
- (b) Corporations Act;
- (c) Family Law Act;
- (d) Income Tax Act;
- (e) Privacy Act;
- (f) RSA Act;

- (g) SGA Act;
- (h) SIS Act;
- (i) Social Security Act;
- (j) SSA Act;
- (k) Trustee Act;
- (l) Unclaimed Money Act;
- (m) all amendments, other legislation relating to, and regulations made under, the abovementioned Acts; and
- (n) any other law of the Commonwealth of Australia or State or Territory of Australia (including, where applicable, any declaration, determination, ruling or guideline made by any Responsible Authority) with which the Fund or the Trustee must comply in order to obtain and maintain Concessional Taxation Treatment or any other concession in respect of the Fund or that relates to superannuation or any Benefit provided under this Deed.

"Allocated Pension" means a pension that meets the definition, description and standards of an allocated pension under the SIS Regulations, and specifically Regulations 1.06(4) and 1.07A.

"Approved Superannuation Entity" means any superannuation entity, annuity, RSA, eligible rollover fund, eligible non-resident non-complying superannuation fund, or any other superannuation fund or benefit arrangement, into which or from which assets can be transferred into or from the Fund, without contravening the Act.

"Auditor" means a person who is an approved auditor, and appointed by the Trustee to be the auditor of the Fund.

"Australian complying regulated self managed superannuation fund" means a trust or fund that is a:

- (a) superannuation fund within the meaning of section 10 of the SIS Act;
- (b) regulated superannuation fund within the meaning of section 19 of the SIS Act;
- (c) self managed superannuation fund within the meaning of section 17A of the SIS Act;
- (d) complying superannuation fund within the meaning of section 45 of the SIS Act; and
- (e) Australian superannuation fund within the meaning given by section 295-95 of the Tax Act.

"Balance Date" means 30 June in each year or any other date that the Trustee determines to be the balance date of the Fund for accounting purposes in any year.

"Beneficiary" means a Member or Dependant or any other person who is entitled to be paid a Benefit from the Fund.

"Beneficiary Nomination" means a Three Year Binding Nomination; a Non-lapsing Binding Nomination; a Beneficiary Statement of Wishes; or any other form of written nomination given by a Member to the Trustee stating how the Member directs or wishes the Trustee to pay all or part of a Benefit in respect of the Member on the death of the Member to one or more nominated recipients and, subject to the requirements of the Act and this Deed, may include a direction by the Member to the Trustee to pay or apply all or part of the Death Benefit:

- (a) as to any specific amounts or proportions of the Death Benefit; or
- (b) as to the order of priority between or to nominated recipients; or
- (c) as to any specific Fund assets by transfer in-specie subject to clause 56; or
- (d) as to any type of Pension or Superannuation Lump Sum; or
- (e) as to any combination of (a) to (d) inclusive.

"Beneficiary Statement of Wishes" means any written nomination howsoever called given by a Member to the Trustee stating how the Member wishes the Trustee to pay all or part of a Benefit in respect of the Member on the death of the Member.

"Benefit" means any amount which is, or may become payable, by the Trustee to a Beneficiary as a benefit from the Fund under this Deed, subject to the Trustee being satisfied of the Beneficiary's entitlement to receive the benefit under the Act, and includes a Retirement Benefit, Preservation Age Benefit, Death Benefit, Permanent Incapacity Benefit, Temporary Incapacity Benefit, a Benefit payable on account of a Member (who is a temporary resident) permanently departing Australia, a Benefit payable on account of a Member suffering severe financial hardship or on compassionate grounds, or a Benefit payable on account of a Member suffering a terminal medical condition as described in this Deed, or any other benefit that the Act permits to be paid from the Fund.

"Child Contribution" means a payment to the Fund made as a contribution on behalf of a Member by a parent, grandparent or other relative of that Member, and permitted by the Act.

"Co-contribution Act" means the Superannuation (Government Co-contribution for Low Income Earners) Act 2003.

"Commencement Date" means the date of commencement of the Fund specified in the Schedule.

"Concessional Taxation Treatment" means any and all of the concessions that are available under the Tax Act relating to superannuation and in respect of:

- (a) Contributions accepted by the Fund;
- (b) income and earnings derived from the investments of the Fund;
- (c) Benefits paid out of the Fund; and
- (d) any other matter concerning the Fund, Trustee or Beneficiaries as governed under this Deed.

"Contribution" means a gross payment to the Fund (prior to deduction of any Taxation payable in respect of the payment) made as a contribution by or on behalf of a Member in accordance with this Deed, including any Child Contribution, Employer Contribution, Government Contribution, Member Contribution, or Spouse Contribution or payment that is otherwise permitted as, or deemed to be, a contribution by the Act, and includes amounts which are transferred or rolled over to the Fund from an Approved Superannuation Entity.

"Corporate Trustee" means a Trustee that is a company incorporated under the Corporations Act and which company complies with any relevant requirement of the Act.

"Corporations Act" means the Corporations Act 2001 (Cth).

"Deed" means this Trust Deed as amended from time to time and includes any schedule, annexure or appendix to this Trust Deed.

"Dependant" means in relation to a Member (whether living or deceased) any of the following persons:

- (a) the spouse, widow or widower of the Member;
- (b) a child of the Member including a child of the Member born after the death of the Member;
- (c) a person who in the opinion of the Trustee is at the relevant time (or in the case of a deceased Member, was at the time of death of that Member) wholly or partially dependent on the Member for that person's maintenance and support or who has or had at the relevant time a legal right to maintenance and support from that Member; or
- (d) a person who is, or was at the time of death of the Member, in an interdependency relationship with the Member as defined in the Act ; and

PROVIDED THAT:

- (e) the person is a dependant as defined by the Act.

"Directors" means the directors of any Corporate Trustee or of any Employer, as the case requires, and **"Director"** means one of them.

"Eligible Person" means any individual who is:

- (a) Gainfully Employed;
- (b) a spouse, child, grandchild or relative of a Member; or
- (c) permitted to be a member of an Australian complying regulated self managed superannuation fund or to have Contributions made on behalf of that person without contravening the Act.

"Employee" means a person who is an employee within the meaning of section 12 of the SGA Act.

"Employer" means any employer or its associates as defined in the Tax Act who is admitted by the Trustee to participate as an employer-sponsor of the Fund or from whom the Trustee accepts an Employer Contribution, and includes an Employer specified in the Schedule.

"Employer Contribution" means a gross payment to the Fund made as an employer contribution on behalf of a Member by the Member's Employer.

"Family Law Act" means the Family Law Act 1975 (Cth).

"Financial Year" means a period of twelve months ending on the Balance Date.

"Fixed Term Pension" means a pension payable for a fixed term based on the life expectancy of the primary Pensioner or his or her Spouse that meets the standards prescribed by the SIS Regulations, and specifically Regulations 1.06(7) and 1.07B.

"Flexi Pension" means a pension (also known as a "commutable lifetime pension") that meets the standards prescribed by the SIS Regulations, and specifically Regulations 1.06(6) and 1.07B.

"Gainfully Employed" means in respect of a person, employed or self-employed for gain or reward in any business, trade, profession, vocation, calling, occupation or employment, and includes:

- (a) a person who is an Employee;
- (b) if the person has reached age 65, the person has been so employed or self-employed on at least a part time basis during the Financial Year, by having worked at least 40 hours in a period of not more than 30 consecutive days in that Financial Year; or
- (c) any other meaning of "Gainfully Employed" under the Act.

"Government Contribution" means a co-contribution under the Co-contribution Act or any other superannuation contribution made by the Commonwealth of Australia on behalf of a Member.

"Income Tax Act" means the Income Tax Assessment Act 1936 (Cth) and Income Tax Assessment Act 1997 (Cth).

"Individual Trustee" means a Trustee who is an individual, and if more than one, each of them.

"Insurer" means any insurer or assurer selected by the Trustee to obtain a Policy of Insurance under this Deed.

"Investment Strategy" means an investment strategy as required by the Act.

"Legal Personal Representative" means the executor of the will or administrator of the estate of a deceased person, the trustee of the estate of a person under a legal disability or a person who holds an enduring power of attorney granted by a person.

"Lifetime Pension" means a pension payable for the lifetime of the primary Pensioner that meets the standards prescribed by the SIS Regulations, and specifically Regulations 1.06(2) and 1.07B.

"Market-Linked Pension" means a market-linked pension (also known as a "Term Allocated Pension" or "Growth Pension") as defined in, and that meets the standards prescribed by, the SIS Regulations, and specifically Regulations 1.06(8) and 1.07C.

"Member" means a person admitted to membership of the Fund under this Deed and **"Membership"** means membership of the Fund.

"Member Contribution" means a gross payment to the Fund made by a Member as a contribution.

"Nominated Beneficiary" means a person nominated in writing by a Member as the desired recipient of a Benefit that is or becomes payable following the death of that Member, and includes a person nominated in a Beneficiary Nomination; or a person nominated under any other circumstances; but the nominated person must be either a Dependant or Legal Personal Representative of the deceased Member at the time of death.

"Non-commutable Allocated Pension" means a non-commutable allocated pension as defined in, and that meets the standards prescribed by, the SIS Regulations, and specifically Regulation 6.01(2).

"Non-commutable Income Stream" means a non-commutable income stream as defined in, and that meets the standards prescribed by, the SIS Regulations, and specifically Regulation 6.01(2).

"Non-commutable Pension" means a non-commutable pension (including pensions known as a "Non-commutable Market-Linked Pension" or a "Non-commutable Term Allocated Pension") as defined in, and that meets the standards prescribed by, the SIS Regulations, and specifically Regulation 6.01(2).

"Non-concessional Contributions Cap" has the meaning given by section 292-85 of the Income Tax Act.

"Non-lapsing Binding Nomination" means a written nomination howsoever called given by a Member to the Trustee directing how the Trustee is to pay all or part of a Benefit in respect of the Member on the death of the Member, and which:

- (a) expressly indicates that the nomination does not lapse, expire or terminate merely by expiration of time; or
- (b) does not indicate that the nomination will lapse, expire, or terminate automatically on a specified date or upon expiration of a specified period from the date of the nomination.

"Old-Age Pension" means an old-age pension as defined by the Act and paragraph 51(xxiii) of the Constitution of the Commonwealth of Australia.

"Pension" means a Benefit that is provided by the Fund as a pension, reversionary pension, or superannuation income stream in accordance with the Act, and payable by instalments out of a Pension Account maintained for and on behalf of a Pensioner, and includes an Old-Age Pension, an Account-Based Pension, an Allocated Pension, a Lifetime Pension, a Fixed Term Pension, a Flexi Pension, a Market-Linked Pension, a Non-commutable Allocated Pension, Non-commutable Pension and Non-commutable Income Stream, or Transition to Retirement Income Stream, as described in this Deed or any other pension or superannuation income stream as described in or defined by the Act.

"Pensioner" means a Member who is in receipt of a Pension.

"Permanent Incapacity" in relation to a Member:

- (a) who has ceased to be Gainfully Employed, means ill-health (whether physical or mental), where the Trustee is reasonably satisfied that the Member is unlikely, because of the ill-health, to engage in Gainful Employment for which the Member is reasonably qualified by education, training or experience; or
- (b) if there is any applicable Policy of Insurance, has the meaning assigned to the term "Permanent Incapacity" (or the term "Total and Permanent Disability" or any other equivalent term) in that Policy of Insurance that insures the Member for that contingency; or
- (c) means permanent incapacity as defined in the Act;

and **"Permanently Incapacitated"** has a corresponding meaning.

"Policy of Insurance" means any policy of insurance or assurance obtained by the Trustee on behalf of a Member for the life, endowment, term, disablement, trauma, accident or sickness of a Member, including an individual policy, a group policy, and a policy under which the proceeds will be payable to the Trustee.

"Prescribed Event" means a condition of release or other event being satisfied in relation to a Member that entitles the Trustee to pay all or part of a Benefit to or in respect of the Member without contravening the Act.

"Privacy Act" means the Privacy Act 1988 (Cth).

"Qualified Advisor" means an accountant, auditor, barrister, solicitor, actuary, medical practitioner or other professional person who the Trustee considers is capable of giving advice in relation to any matter that concerns the Fund or this Deed.

"Responsible Authority" means the Australian Prudential Regulation Authority ("APRA"), Australian Securities and Investment Commission ("ASIC"), the Australian Taxation Office ("ATO"), the Commissioner of Taxation and any other government or statutory authority or office which is responsible for administering or regulating all or any part of the Act.

"Responsible Officer" means a director, secretary or other executive officer as defined by the Corporations Act of a Corporate Trustee.

"Rollover Payment" means any payment of a Member's Benefit rolled over by the Trustee within the Fund or to any other Approved Superannuation Entity or payment rolled over to the Trustee on behalf of a Member from any Approved Superannuation Entity.

"RSA Act" means the Retirement Savings Accounts Act 1997 (Cth).

"SGA Act" means the Superannuation Guarantee (Administration) Act 1992 (Cth).

"SIS Act" means the Superannuation Industry (Supervision) Act 1993 (Cth).

"SIS Regulations" means the Superannuation Industry (Supervision) Regulations 1994 (Cth).

Social Security Act means the *Social Security Act 1991* (Cth).

"Spouse" of a person means:

- (a) another person (whether of the same sex or a different sex) with whom the person is in a relationship that is registered under a law of a State or Territory prescribed for the purposes of section 22B of the Acts Interpretation Act 1901 (Cth) as a kind of relationship prescribed for the purposes of that section; or
- (b) another person who, although not legally married to the person, lives with the person on a genuine domestic basis in a relationship as a couple; or
- (c) any other person who is recognised by the Act as a spouse of the first-mentioned person.

"Spouse Contribution" means a gross payment made to the Fund as an eligible spouse contribution on behalf of a Member by a Spouse of that Member as permitted by the Act.

"SSA Act" means the Small Superannuation Accounts Act 1995 (Cth).

"Superannuation Lump Sum" means a Benefit that is not a superannuation income stream benefit that is paid from a superannuation income stream within the meaning of the Tax Act.

"Taxation" means any tax, surcharge, levy, impost or duty, that is paid or payable by, or allowable taxation deduction to, the Trustee on behalf of the Fund or any Member or any Beneficiary in respect of any Benefit, or any person in respect of any Contribution, including income tax, capital gains tax, payroll tax, land tax, goods and services tax and stamp duty.

"Tax Saving Amount" has the same meaning as in section 295-485 of the Income Tax Assessment Act 1997 (Cth).

"Temporary Incapacity" in relation to a Member:

- (a) who has ceased to be Gainfully Employed (including a Member who has ceased temporarily to receive any gain or reward under a continuing arrangement for the Member to be Gainfully Employed), means ill-health (whether physical or mental), that caused the Member to cease to be Gainfully Employed but does not constitute Permanent Incapacity; or
- (b) if there is any applicable Policy of Insurance, has the meaning assigned to the term "Temporary Incapacity" (or the term "Temporary Disability" or any other equivalent term) in that Policy of Insurance that insures the Member for that contingency; or
- (c) means temporary incapacity as defined in the Act;

and **"Temporarily Incapacitated"** has a corresponding meaning.

"Three Year Binding Nomination" means any written nomination howsoever called given by a Member to the Trustee directing how the Trustee is to pay all or part of a Benefit in respect of the Member on the death of the Member, and which expressly indicates that the nomination will lapse, expire, or terminate automatically on a date or upon expiration of a period which is three years from the date of the nomination, unless and until the nomination is earlier revoked by the Member.

"**Transition to Retirement Income Stream**" means a pension that meets the definition, description and standards of a transition to retirement income stream under the SIS Regulations, and specifically Regulations 1.06(9A) and 6.01(2).

"**Trustee**" means the party named as the Trustee in this Deed or any person who subsequently assumes the role of the trustee of the Fund under this Deed.

"**Trustee Act**" means the Trustee Act 1958 (Vic) or the equivalent legislation of any other State or Territory of Australia relating to trustees and which is applicable to the Trustee.

"**Unclaimed Money Act**" means the Superannuation (Unclaimed Money and Lost Members) Act 1999 (Cth).

1.2 Defined Terms in the Act

An expression used in this Deed which is defined in the Act and is not otherwise defined in this Deed, has the same meaning in this Deed unless the context otherwise requires.

2. INTERPRETATION

In this Deed, unless the context otherwise requires:

- (a) Headings and underlinings are for convenience only and do not affect the interpretation of this Deed;
- (b) A reference to the singular includes the plural and vice versa;
- (c) A reference to a gender includes any gender;
- (d) A reference to a natural person includes any company, partnership, joint venture, association, trust or other body corporate;
- (e) A reference to any thing includes a part of that thing;
- (f) A reference to a clause, party, annexure, exhibit or schedule is a reference to a clause of, and a party, annexure, exhibit and schedule to, this Deed;
- (g) A reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (h) A reference to a document includes an amendment or supplement to, or replacement or novation of, that document;
- (i) A reference to a party to any document includes that party's successors and permitted assigns;
- (j) A covenant or agreement on the part of two or more persons binds them jointly and individually;
- (k) A reference to "\$" or "Dollars" means the lawful currency of the Commonwealth of Australia.

3. FUND IS SUBJECT TO REQUIREMENTS OF THE ACT

3.1 Deemed Inclusion of Relevant Act Provisions

This Deed must be read and construed as if all relevant requirements of the Act (including any relevant standards prescribed in the Act) with which the Fund or the Trustee must comply and all relevant discretions, powers, and authority conferred by the Act on the Trustee under which the Trustee may act, in order for the Fund:

- (a) to obtain and maintain the status of an Australian complying regulated self managed superannuation fund; and
- (b) to qualify for Concessional Taxation Treatment or any other relevant benefit or concession; and
- (c) to ensure that neither the Fund nor the Trustee becomes liable for any penalty or obligation for which they would not otherwise be liable;

are deemed to be included in this Deed.

3.2 Trustee must Comply with Act

To the extent that any relevant requirements of the Act impose obligations upon the Trustee in carrying out the role of Trustee of the Fund, the Trustee must comply with those obligations. Without limitation to foregoing, in relation to the Trustee's exercise of its powers, discretions, authority and obligations relevant to the management, administration and control of the Fund under this Deed:

- (a) the Trustee may do anything that it is permitted to do or not restricted from doing under the Act;
- (b) the Trustee must do everything that it is required to do under the Act in order to satisfy a relevant requirement of the Act; and
- (c) the Trustee must refrain from doing anything that it is prohibited from doing under the Act, or which would cause a breach of, or non-compliance with, a relevant requirement of the Act.

3.3 Inconsistency between Deed and Act

If there is any inconsistency between a provision of this Deed and a relevant requirement of the Act, the latter will prevail over the former to the extent of that inconsistency.

4. GOVERNING LAW

This Deed is governed by the laws of the State or Territory of Australia in which this Deed is executed and all interested persons accept the jurisdiction of the Courts of that State or Territory.

5. TRUSTEE HOLDS FUND ON TRUST

The Trustee must hold the Fund upon trust for the Beneficiaries subject to the trusts, powers, authorities, discretions and obligations contained in this Deed.

6. COMPOSITION OF THE FUND

The Fund consists of all cash, monies, investments and other property held by or on account of the Trustee under this Deed including:

- (a) Contributions made to the Fund under this Deed;
- (b) any other monies or assets (including Rollover Payments) paid or transferred to the Trustee under this Deed;
- (c) income arising from investments of the Fund;
- (d) any accretions to or profits arising from investments of the Fund;
- (e) any other distribution (from a family trust or otherwise), dividend or gift paid to and accepted by the Trustee as an accretion to the Fund;
- (f) the proceeds (including bonuses) of any Policy of Insurance received by the Fund; and
- (g) any other monies property or investments which are or become held by or on account of the Trustee on the trusts of this Deed.

7. ELECTION TO BE AUSTRALIAN COMPLYING REGULATED SELF MANAGED SUPERANNUATION FUND

7.1 Trustee must give Notice of Election

The Trustee must as soon as practicable after the Commencement Date (and within the prescribed period required by the Act) give to the relevant Responsible Authority a written notice signed by the Trustee and in the form prescribed by the Act irrevocably electing that the Act is to apply to the Fund.

7.2 Pension Fund and/or Corporate Trustee

At all times the Fund must have:

- (a) the sole or primary purpose of providing Old-Age Pensions (notwithstanding that the Fund may also provide other ancillary Benefits as specified in this Deed); or
- (b) a Corporate Trustee as the Trustee of the Fund.

7.3 No Amendment to Change Purpose

Notwithstanding any other provision in this Deed to the contrary, the Trustee must not make or allow to be made any amendment to this Deed which would have the effect, whether expressly or by implication, that the Fund no longer has or will not continue to have:

- (a) the sole or primary purpose of providing Old-Age Pensions; or
- (b) a Corporate Trustee.

7.4 Fund to be "Australian Complying Regulated Self Managed Superannuation Fund"

- (a) The Trustee intends that the Fund will maintain, and operate in a manner that satisfies, each of the elements of an Australian complying regulated self managed superannuation fund as defined in this Deed.

- (b) The Trustee must procure and ensure that any relevant requirements of the Act for an Australian complying regulated self managed superannuation fund are satisfied and complied with, including any requirement as to:
 - (i) the composition or structure of the Trustee, the Members or the relationship between them;
 - (ii) the acceptance of Contributions by or on behalf of Members; and
 - (iii) the ordinary location of the management and control of the Fund.

7.5 Tax File Number, Australian Business Number and Goods & Services Tax

If required by the Act, the Trustee must as soon as practicable after the Commencement Date (and within any prescribed period required by the Act) make application on behalf of the Fund to the relevant Responsible Authority:

- (a) for a Taxation File Number (TFN);
- (b) for an Australian Business Number (ABN); and
- (c) if applicable, for registration for Goods & Services Tax (GST).

8. APPOINTMENT AND REMOVAL OF TRUSTEE

8.1 Structure of the Office of Trustee

Subject to clause 7, the office of the Trustee must be held by:

- (a) one or more Individual Trustees; or
- (b) a Corporate Trustee.

8.2 Compliance with the Act

The appointment or removal of any person to or from the office of the Trustee and the composition of persons holding the office of Trustee must comply with the Act.

8.3 Members to Appoint and Remove Trustee

The Members by resolution:

- (a) may appoint or remove any person as an Individual Trustee or any company as a Corporate Trustee or any person as a Director of any Corporate Trustee by notice in writing given to that person or company provided that:
 - (i) in the case of an appointment, the person or company has consented in writing to the appointment and is not disqualified from so acting; and
 - (ii) in the case of a removal of a person who is an Individual Trustee or Director of a Corporate Trustee; that person does not vote on the proposed Members resolution for that person's removal; and

- (b) must ensure that any vacancy in the office of the Trustee is filled in a manner and within the time required by the Act.

An Individual Trustee or any Corporate Trustee or any Director of any Corporate Trustee must do all things necessary to implement and act in accordance with a notice of removal that it or he receives under this clause.

8.4 Cessation from Office of Individual Trustees or Responsible Officers of Corporate Trustee

A person ceases to hold the office of an Individual Trustee or to hold the office of a Responsible Officer of a Corporate Trustee:

- (a) upon the resignation of that person by notice in writing given to all other Individual Trustees or Directors of a Corporate Trustee, as the case may be;
- (b) upon the removal of that person under clause 8.3 by notice in writing given to that person;
- (c) upon that person becoming disqualified within the meaning of the Act;
- (d) upon the death of that person, subject to clause 8.8;
- (e) upon the person suffering a legal disability, subject to clause 8.12;
- (f) upon that person committing an act of bankruptcy or being declared a bankrupt or entering into any arrangement or composition with that person's creditors or becoming an insolvent under administration under or pursuant to the Bankruptcy Act 1966 (Cth) or any other law of the Commonwealth of Australia relating to insolvency;
- (g) upon that person being convicted of a criminal offence in respect of dishonest conduct; or
- (h) where a civil penalty order as defined by the Act is made in relation to the person.

8.5 Cessation from Office of Corporate Trustee

A company ceases to hold the office of a Corporate Trustee:

- (a) upon the resignation of the company as Corporate Trustee by notice in writing given to the Members;
- (b) upon the removal of that company as Corporate Trustee under clause 8.3 by notice in writing given to the company;
- (c) upon the company being disqualified from holding office as Corporate Trustee within the meaning of the Act;
- (d) upon the appointment of a receiver, receiver and manager, official manager, administrator, agent for a mortgagee, provisional liquidator or liquidator in respect of its property or the approval by a court of a scheme of arrangement providing for its dissolution, or it entering into any other form of insolvency administration; or

- (e) where a Responsible Officer of the company has been disqualified from holding office pursuant to clause 8.4 or pursuant to any requirement of the Act at all times during the immediately preceding period of 28 days.

8.6 **Trustee may be a Member**

An Individual Trustee or Responsible Officer of a Corporate Trustee is not disqualified from also being a Member or from exercising rights or deriving any Benefit as a Member.

8.7 **Consent to Appointment**

A person must not be appointed as an Individual Trustee or Director of a Corporate Trustee unless the person has consented in writing to the appointment.

8.8 **Legal Personal Representative of Deceased Member**

If a Member who is an Individual Trustee or Director of a Corporate Trustee dies, the Legal Personal Representative of that deceased Member may be appointed and hold office as an Individual Trustee or Director of a Corporate Trustee, as the case may be, in place of that deceased Member during the period commencing on or after the date of death and ending on the date on which a Death Benefit commences to be payable from the Fund in respect of that Member. At the end of that period, the Legal Personal Representative will cease to hold office as an Individual Trustee or Director of a Corporate Trustee, as the case may be.

8.9 **Continuity of Office**

A person who ceases to be an Individual Trustee or who is a Director of a company that ceases to be a Corporate Trustee must do everything reasonably necessary or required of that person to vest the Fund in the new or remaining Trustee and to deliver all records and other books in that person's possession or control to the new or remaining Trustee.

8.10 **Trustee Declaration of Obligations and Responsibilities**

- (a) A person must within 21 days after being appointed as an Individual Trustee or Director of a Corporate Trustee sign a declaration in the approved form under section 104A of the SIS Act that the person understands his or her duties as an Individual Trustee or Director of a Corporate Trustee.
- (b) A person who is an Individual Trustee or Director of a Corporate Trustee must ensure that, within 21 days after another person ("other person") is appointed as an Individual Trustee or Director of a Corporate Trustee, the other person signs a declaration in the approved form under section 104A of the SIS Act that the other person understands his or her duties as an Individual Trustee or Director of a Corporate Trustee.
- (c) The person and the other person referred to in paragraphs (a) and (b) must ensure that the declarations made under this clause by the person or other person are:
 - (i) retained for so long as is relevant and in any case for at least 10 years; and
 - (ii) available for inspection by the relevant Responsible Authority upon request.

8.11 Legal Personal Representative of Member under Enduring Power of Attorney

If a person is a Legal Personal Representative of a Member because the person holds an enduring power of attorney granted by the Member, then that person may be appointed and hold office as an Individual Trustee or Director of a Corporate Trustee, as the case may be, in place of that Member during the period that the person holds the enduring power of attorney granted by the Member.

8.12 Legal Personal Representative of Member with a Legal Disability

- (a) If a Member is under a legal disability, the Legal Personal Representative of that Member may be appointed and hold office as an Individual Trustee or Director of a Corporate Trustee, as the case may be, in place of that Member during the period of the Member's legal disability. At the end of that period, a Legal Personal Representative so appointed will cease to hold office as an Individual Trustee or Director of a Corporate Trustee, as the case may be.
- (b) If a Member is under a legal disability because of age, and does not have a Legal Personal Representative, a parent or guardian of that Member may be appointed and hold office as an Individual Trustee or Director of a Corporate Trustee, as the case may be, in place of that Member during the period of the Member's legal disability because of age. At the end of that period, the parent or guardian so appointed will cease to hold office as an Individual Trustee or Director of a Corporate Trustee, as the case may be.

9. PROCEEDINGS OF TRUSTEE

9.1 Meetings

- (a) The Trustee may meet, adjourn and regulate its meetings as the Trustee sees fit.
- (b) In the case of a Corporate Trustee, if the terms of its Constitution are inconsistent with the terms of this Deed, the terms of this Deed will prevail to the extent of the inconsistency.
- (c) Without limiting the foregoing, any Individual Trustee or Director of a Corporate Trustee may call a meeting by giving at least 14 days notice in writing to each other Individual Trustee or Director of a Corporate Trustee specifying:
 - (i) the date, time and place for the meeting;
 - (ii) the agenda and proposed resolutions for the meeting.

9.2 Quorum for Meeting of Trustee

- (a) A meeting of the Trustee must only exercise any powers or discretions exercisable by the Trustee under this Deed if a Quorum is present.
- (b) The Quorum is the number of persons representing at least 66% in number of:
 - (i) in the case of a Corporate Trustee, the total number of Directors of the Corporate Trustee; and
 - (ii) in the case of Individual Trustees, the total number of Individual Trustees.

9.3 Passing of Resolutions at Meetings

- (a) All matters affecting the Fund arising at a meeting of the Trustee must be determined by resolution. No resolution will be effective unless carried by a simple majority, or if the Act requires a particular majority, by that majority.
- (b) A written resolution signed by a Chairperson of the Trustee will be *prima facie* evidence of an effective resolution passed at a meeting of the Trustee duly convened and held.
- (c) A copy of that written resolution must be given to each Individual Trustee or Director of a Corporate Trustee, as the case may be, who was not present at the meeting at which that resolution was passed as soon as reasonably practicable after that resolution is made.

9.4 Attendances at Meeting when not present in Person

An Individual Trustee or a Director of a Corporate Trustee may participate in a meeting of the Trustee without attending the meeting in person by means of any suitable and appropriate communications equipment provided that all persons participating in the meeting can hear each other. Participation in this way will be deemed to constitute presence in person at the meeting.

9.5 Circular Resolutions

A written resolution signed by all Individual Trustees or by all Directors of a Corporate Trustee will be deemed to be a resolution duly made by the Trustee on the date that the resolution is signed by the last of the Individual Trustees or the last of the Directors of the Corporate Trustee, as the case may be.

9.6 Appointment of Chairperson

- (a) The Trustee may by resolution appoint a person holding office as an Individual Trustee or as a Director of a Corporate Trustee, as the case may be, to be the Chairperson of the Trustee.
- (b) The Chairperson will hold office as Chairperson until:
 - (i) he retires as Chairperson by written notice given to the Trustee;
 - (ii) he ceases to be an Individual Trustee or a Director of a Corporate Trustee; or
 - (iii) he is removed as Chairperson by a written notice given to him pursuant to a resolution passed by the Trustee.

9.7 Chairperson's Duty

The Chairperson may act as Chairperson of each meeting of the Trustee at which the Chairperson is present. If the Chairperson is not present in person at a meeting or if at the time of a meeting there is no Chairperson a person shall be appointed by a resolution of the Trustee to act as Chairperson of that meeting.

9.8 Voting Entitlement

- (a) Each person holding office as an Individual Trustee or as a Director of a Corporate Trustee has one vote on any question.
- (b) The Chairperson does not have a casting vote on any question.
- (c) Any Individual Trustee or Director of a Corporate Trustee may direct, either prior to or immediately following the vote on any question, that the vote be cast or recast, as the case may be, with each person having a number of votes corresponding to the withdrawal benefit amount of that person's Benefit in the Fund.
- (d) If a resolution concerns the exercise of discretion by the Trustee concerning the payment of a Death Benefit following the death of a Member and where the Member has not left a Beneficiary Nomination or has left a Beneficiary Nomination which is not valid, either:
 - (i) the resolution requires a unanimous decision of all Individual Trustees or Directors of a Corporate Trustee including the Legal Personal Representative representing the deceased Member; or
 - (ii) in the absence of a unanimous decision of all Individual Trustees or Directors of a Corporate Trustee including the Legal Personal Representative of the deceased Member, the resolution of the Trustee shall be to pay the Death Benefit to the Legal Personal Representative of the deceased Member.

9.9 Minutes of Meeting

- (a) The Trustee must keep or cause to be kept proper minutes of meetings of the Trustee which are entered in a book maintained for that purpose.
- (b) The Trustee must endeavour to ensure that all minutes of meetings of the Trustee:
 - (i) are dated;
 - (ii) are sufficiently detailed and accurate to record the nature of business discussed, the decisions of the Trustee and the reasons for those decisions;
 - (iii) identify any documents that have been presented to the Trustee and considered by the Trustee before the making of any decision; and
 - (iv) record attendance, non-attendance and voting at meetings, particularly in relation to any decision which needs a voting requirement other than a simple majority.
- (c) The minutes of any meeting once signed by the Chairperson of the meeting or by the Chairperson of the next succeeding meeting will be *prima facie* evidence of the matters stated in those minutes.
- (d) The Trustee must retain the minutes of meetings for at least the minimum period required by the Act.

9.10 Items for Consideration

Subject to clause 9.1, the Trustee must endeavour to ensure that meetings regularly consider, amongst other things and so far as relevant, the following:

- (a) that Individual Trustees or Directors of a Corporate Trustee are not, or have not become, disqualified persons as defined in the Act;
- (b) that the Fund assets are reconciled to the accrued liabilities of the Fund;
- (c) the investment performance of the Fund, including the performance of any service providers to the Fund;
- (d) any claim for Benefits;
- (e) any complaints or enquiries made by Members;
- (f) any conflicts of interest; and
- (g) that the Trustee and the Fund are complying with the Act.

9.11 Constitution of Corporate Trustee

If the Trustee is a Corporate Trustee and any part of this Deed is inconsistent with the Constitution of the Trustee, the Trustee's Directors agree that, and will use reasonable endeavours to procure the agreement of the shareholders of the Trustee that, the inconsistent part of this Deed prevails over the Constitution, unless giving effect to the inconsistent part of this Deed would be contrary to the Corporations Act.

10. TRUSTEE'S DISCRETION

10.1 No Requirement to Give Reasons

The Trustee is not bound to give to any person any reason for or explanation of the Trustee's exercise, non-exercise or partial exercise of any power or discretion by the Trustee.

10.2 Unfettered Discretion

The Trustee has an absolute and unfettered discretion and is not bound to act subject to the direction of any other person (unless otherwise expressly required by the Act) in the exercise or non-exercise or partial exercise of any power or discretion by the Trustee.

10.3 Trustee's Decision Final

The decision of the Trustee in relation to any dispute on the interpretation of this Deed or the rights or obligations of a Member or the Trustee or any other person under this Deed will be final and binding on all interested persons.

10.4 Exercise of Discretion by Person Other than Trustee

Unless permitted by the Act, a discretion given to the Trustee must not be exercised by any other person without the consent of the Trustee.

11. PROTECTION AND INDEMNITY OF THE TRUSTEE

11.1 Limitation of Liability - General

Subject to clause 11.2, the Trustee will not personally be liable for any claim, liability, cost, loss, damage or expense incurred by or arising out of any act or omission in connection with this Deed or the Fund or the exercise or performance of the Trustee's powers, discretions and duties.

11.2 Liability for Certain Conduct

Clause 11.1 does not exempt the Trustee from, and the Trustee will be liable for, any claim, liability, cost, loss, damage or expense which is a direct result of an act or omission by the Trustee involving:

- (a) the Trustee failing to act honestly in any matter concerning the Fund;
- (b) the Trustee intentionally or recklessly failing to exercise, in relation to any matter affecting the Fund, the degree of care and diligence that the Trustee was required to exercise; or
- (c) the Trustee incurring liability for a monetary penalty under a civil penalty order.

11.3 Indemnity of Trustee

- (a) The Trustee must be indemnified out of the Fund for all liabilities incurred by the Trustee in the exercise or purported exercise or attempted exercise of the trusts, powers, authorities and discretions given to the Trustee in this Deed or by the Act.
- (b) This indemnity does not extend to any liability of the Trustee arising in circumstances described in clause 11.2.

11.4 Indemnity of Director

If a Director incurs a liability in acting as a Director of a Corporate Trustee in respect of conduct or circumstances for which the Trustee is or would be entitled to be indemnified out of the Fund, the Director must also be indemnified out of the Fund in respect of that liability.

11.5 Lien on Fund to Satisfy Indemnity

The Trustee may exercise a lien on and use any assets of the Fund for the purposes of satisfying the indemnity given to the Trustee provided that the existence or exercise of the lien does not contravene the Act.

12. COVENANTS BY TRUSTEE

The Trustee 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 interest of the 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 monies in the Reserve Account of the Fund - to formulate and to give effect to a strategy for their prudential management, consistent with the Fund's Investment Strategy and the Fund's capacity to discharge its liabilities (whether actual or contingent) as and when they fall due;
- (h) to allow a Beneficiary access to any information or any documents which are prescribed by the Act; and
- (i) to comply with any other covenant that is prescribed by the Act.

13. COVENANTS BY DIRECTORS OF A CORPORATE TRUSTEE

- (a) If the Fund has a Corporate Trustee, each of its Directors covenant to exercise a reasonable degree of care and diligence for the purpose of ensuring that the Trustee carries out the covenants described in clause 12.
- (b) On the basis that the Directors have participated in the passing of a resolution authorising the Trustee to execute this Deed, this clause shall be deemed to operate as if the Directors were parties to this Deed.
- (c) The reference in this clause to a reasonable degree of care and diligence refers to the degree of care and diligence that a reasonable person in the position of a Director of the Trustee would exercise in the Trustee's circumstances.

14. RECORDS OF CHANGES OF TRUSTEE / REPORTS TO MEMBERS

14.1 Changes of Trustee and Consents and Declarations

The Trustee must keep, and retain for at least the minimum period required by the Act, up to date records of all changes of the Trustee, and changes of any Directors of any Corporate Trustee, of the Fund and of all consents given by the Individual Trustees or the Directors, as the case may be and all declarations made by Individual Trustees or the Directors of a Corporate Trustee, under the SIS Act.

14.2 Reports to Members

The Trustee must keep, and retain for as long as relevant and for at least the minimum period required by the Act, copies of reports that were given to all Members if the reports were given under the Act or under this Deed. The Trustee must, if requested, make those copies available for inspection by the Responsible Authority.

15. ADMISSION OF MEMBERS

15.1 Eligible Person to Apply

An Eligible Person may apply to the Trustee to become a Member of the Fund or the Trustee may invite an Eligible Person to become a Member of the Fund. The Trustee has discretion in deciding whether or not to accept an Eligible Person as a Member.

15.2 Application Form

The Trustee may require as a condition of accepting an Eligible Person as a Member that the Eligible Person completes a written application in the form that the Trustee determines. The application form may make provision for:

- (a) all information which is required by the Act to be provided by the Trustee to the applicant and to be provided by the applicant to the Trustee;
- (b) the applicant providing (if the applicant chooses to do so) the Tax File Number of the applicant and an acknowledgement by the Trustee and/or Employer; and
- (c) the applicant providing the nomination of a Nominated Beneficiary.

15.3 Acceptance of Membership Application

- (a) If the Trustee accepts an application for membership, the applicant becomes a Member of the Fund on a date determined by the Trustee or, if the Trustee does not make a determination, on the date the application for membership is accepted by the Trustee.
- (b) The Trustee may accept an application for membership notwithstanding that the Member has at that time a nil balance in the Fund if the Trustee is reasonably satisfied that the Member has or will have any beneficial interest in the Fund, including if the Trustee expects to receive Contributions made by or on behalf of the Member or a Rollover Payment on behalf of the Member from another Approved Superannuation Entity or the Member may become entitled to receive a Benefit including a Benefit payable on the death of another Member.

15.4 Deemed Acceptance of Application

Notwithstanding clause 15.2, even if a completed written application for membership is not provided by an applicant, the payment of a Contribution by or on behalf of an applicant and the acceptance by the Trustee of that Contribution will be deemed to be acceptance of that applicant as a Member on the date that the Contribution is accepted by the Trustee.

15.5 Members Bound by Deed

Every Member is deemed to have consented to be bound by this Deed as it relates to the rights and obligations of the Member.

15.6 Trustee to Notify Members of their Rights

The Trustee must notify each Member in writing of that Member's rights to receive Benefits from the Fund and of any other information in the form and at the times required by the Act.

15.7 Trustee May Impose Conditions on Members

The Trustee may impose, remove or vary any conditions on the rights and obligations of a Member.

15.8 Classification of Different Classes of Members

- (a) The Trustee may classify Members into different classes of membership with rights and entitlements pertaining to each class as the Trustee may determine from time to time.
- (b) The Trustee must advise a Member of any class of membership to which that Member belongs and of the rights and entitlements pertaining to that class and of any subsequent change to that class or rights.
- (c) If the Trustee does not create different classes of membership, then all Members will be classified as ordinary Members in one class of membership.

16. MEETINGS OF MEMBERS

16.1 Members may Convene Meeting

The Members may convene, meet, adjourn and regulate a meeting of Members as the Members see fit.

16.2 Trustee Convening Meeting

The Trustee may convene a meeting of Members and must convene a meeting of Members upon receiving a written notice of request for a meeting from a Member. A Member may give the Trustee a written notice of request for a meeting.

16.3 Notice of Meeting

The Trustee convenes a meeting of Members by sending a notice of meeting to each Member specifying:

- (a) the date, place and time of the meeting;

- (b) the details of all agenda items, including the proposed resolutions to be considered at the meeting; and
- (c) that a proxy may be appointed to vote on behalf of the Member at the meeting provided that the Member lodges the form of proxy with the Trustee not later than 24 hours before the scheduled starting time of the meeting.

The notice must be accompanied by a form of proxy approved by the Trustee.

16.4 Service of Notice

The Trustee must cause the notice of meeting to be served on each Member at least ten days before the date of the meeting. Service may be effected personally or by prepaid ordinary mail, and if by mail, notice will be deemed to have been given 3 days after the date of posting.

16.5 Chairperson

The Members may at the commencement of the meeting appoint a Chairperson of the meeting.

16.6 Voting Entitlement

- (a) Subject to clause 16.6(b), each Member is entitled to one vote, and the Chairperson does not have a casting vote in addition to the vote of the Chairperson as a Member.
- (b) Any Member may require, either prior to or immediately following the vote on any resolution, that the vote be cast or recast, as the case may be, with each Member having such number of votes corresponding to the amount of the Benefit in the Fund that the Member holds at the time of the vote, where each dollar of the withdrawal benefit equates to one vote.

16.7 Trustee to Oversee Meeting

The Trustee may oversee the conduct of the meeting of Members and must keep minutes of the meeting of Members.

17. CESSATION OF MEMBERSHIP

17.1 Triggering Events

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

- (a) the date on which payment of all the Member's Benefits is made or dealt with by the Trustee to or on behalf of the Member;
- (b) the date of death of the Member;
- (c) the date that the Trustee reasonably determines in accordance with any relevant requirement of the Act.

17.2 Member's Rights not Affected

A Member's cessation of Membership will not affect or exclude:

- (a) any rights or obligations of that Member which accrued prior to the date of cessation; and
- (b) any rights or obligations of that Member as a former Member on and from the date of cessation.

18. MEMBERS PROVIDING INFORMATION TO TRUSTEE**18.1 Upon Request by Trustee**

If requested by the Trustee, a Member must provide to the Trustee any information that the Trustee considers necessary or desirable for the purposes of any investigation or otherwise in connection with the Fund, including undergoing medical examination by a medical practitioner acceptable to the Trustee.

18.2 Member's Failure to Comply

If a Member fails to comply with the request by the Trustee, the Trustee may suspend the acceptance of any Contributions in respect of that Member or withhold any Benefits payable in respect of that Member or impose any other conditions on the membership of that Member as the Trustee considers necessary or appropriate, but subject to the requirements of the Act.

18.3 Information Incorrect or Misleading

If a Member provides information to the Trustee which affects or is likely to affect the Benefit payable to or in respect of the Member and the information supplied is incorrect or misleading or any relevant information is in the opinion of the Trustee deliberately withheld by the Member, the Trustee may alter or amend the Benefit of that Member in a manner that the Trustee considers necessary or appropriate, but subject to the requirements of the Act.

18.4 Tax File Numbers of Members

The Trustee may request a Member's Tax File Number in a manner and form permitted by the Act or the Responsible Authority. The Member is not obliged to comply with the request. If a Member quotes his or her Tax File Number to the Trustee, the Trustee must record, retain, use and later destroy the record of the Tax File Number only in accordance with the requirements of the Act and the Responsible Authority.

18.5 Members Updated Information to Trustee

Members may at any time give the Trustee updated information about their details such as address, marital status, status of Gainful Employment, Dependants and/or Nominated Beneficiaries.

19. DISCLOSURE AND REPORTING TO MEMBERS

19.1 General Requirement

The Trustee must provide each Member with information in writing in relation to the main features, benefits, risks and conduct of the Fund, the financial condition and investment performance of the Fund, the Benefit of the Member, Contributions to the Fund, and any other matters that the Trustee determines is required by the Act.

19.2 Specific Requirements

If required by the Act, the information that the Trustee is to provide may include:

(a) **New Members**

information to a person on becoming a Member;

(b) **For each Financial Year**

information to each Member in respect of each Financial Year of their membership;

(c) **Significant Events and Material Changes**

information to each Member in respect of any significant event and material changes in relation to the Fund;

(d) **Information on Request**

information to a Beneficiary (including a Member) on request by the Beneficiary if the Beneficiary reasonably requires the information for the purposes of:

- (i) understanding any Benefit that the Beneficiary may have, has or used to have;
- (ii) understanding the main features of the Fund;
- (iii) making an informed judgment about the management and financial condition of the Fund;
- (iv) making an informed judgment about the investment performance of the Fund; or
- (v) understanding the particular investments of the Fund;

(e) **Cessation of Membership**

information to a Member, or if the Member has died, to each Beneficiary receiving a Benefit as a result of the death of the Member, in respect of the Member's cessation of membership;

(f) **Roll-over Payment Statement**

a statement in relation to any rollover superannuation benefit paid by the Fund to an Approved Superannuation Entity on behalf of the Member as required under the Tax Act; and

(g) **Superannuation Splitting under Family Law Act**

information in respect of any splitting of a Member's Benefit under the Family Law Act.

19.3 Limitation on Disclosure

Unless required by the Act, the Trustee is not required to disclose:

- (a) internal working documents of the Fund; or
- (b) information or documents that would disclose personal information of another person if, in the circumstances, the disclosure would be inappropriate or unreasonable; or
- (c) trade secrets or confidential information having commercial value that would be reduced by the disclosure; or
- (d) information or documents for which the Fund owes another person a duty of non-disclosure.

19.4 What, When and How Information is Provided

The Trustee must comply with the Act in relation to any information that is required to be disclosed as to:

- (a) what information is provided;
- (b) when the information is provided; and
- (c) how the information is provided.

19.5 Product Disclosure Statements – Information Knowledge of Members

The Trustee may assume that a Member has received, or has, and knows that they have, access to, all of the information that a product disclosure statement would be required to contain, unless the Member is able to satisfy the Trustee on reasonable grounds to the contrary.

20. GENERAL POWERS OF THE TRUSTEE

20.1 Trustee has Complete Management and Control

The Trustee has complete management and control of all matters concerning the Fund, subject to this Deed and the requirements of the Act.

20.2 Trustee May do all Acts in Exercise of Powers/Obligations

The Trustee may do all acts and things which the Trustee considers necessary, desirable or expedient for the proper administration, maintenance and preservation of the Fund and in the exercise and performance of the Trustee's discretions, powers and obligations under the Deed.

20.3 Powers Additional to Powers Given under the Act

The Trustee's powers and discretions under this Deed are additional to, and not in substitution for, the powers and discretions exercisable by the Trustee under the Act.

20.4 **Conflicts of Interest**

The Trustee may exercise or concur in exercising all the powers and discretions contained in this Deed or otherwise conferred by law notwithstanding that any person being an Individual Trustee or any person being a director or shareholder of a Corporate Trustee has or may have a direct or personal interest (whether as trustee of any other settlement or in his personal capacity or as a shareholder or director or member or partner of any company or partnership or as a unit holder in any unit trust or beneficiary of any discretionary trust or otherwise howsoever) in the mode or result of exercising such power or discretion or may benefit either directly or indirectly as a result of the exercise of any such power or discretion, and notwithstanding that the Trustee for the time being is the sole Trustee.

21. **SPECIFIC MANAGEMENT POWERS OF THE TRUSTEE**

Subject to clause 23, the Trustee has the following powers:

21.1 **Appoint and Pay Managers and Others**

To appoint remove or suspend custodians, investment managers, administrators, clerks, agents, representatives, nominees and other servants and delegates, whether they be appointed for permanent, temporary or special services, and to determine their powers and duties and fix and pay from the Fund their salaries, emoluments and charges;

21.2 **Legal Proceedings**

To institute, conduct, defend, compound, settle or abandon any legal proceedings by or against the Fund or otherwise concerning the Fund, the Members or the Deed;

21.3 **Compound Debts**

To compound and allow time for payment or satisfaction of any debt due to the Fund and of any claim or demand by or against the Fund;

21.4 **Arbitration**

To refer any claim or demand by or against the Trustee to arbitration and observe and perform the award of the arbitrator;

21.5 **Receipts and Discharges**

To make and give receipts, releases and other discharges for money payable to the Fund and for the claims and demands of the Fund;

21.6 **Bank Accounts**

To open and maintain bank accounts for the Fund and to make regulations for the operation of such bank accounts including the signing and endorsing of cheques;

21.7 **Seek Advice**

To act on the advice of any Qualified Advisor (whether or not that advice was obtained by the Trustee) in relation to any matter concerning the Fund without being liable to any person in respect of anything done or omitted to be done by the Trustee in good faith based on that advice;

21.8 Borrow Money, Give Indemnity and Security

To give undertakings and indemnities, enter into contracts and incur obligations relating to the Fund as the Trustee thinks fit, including but without limitation, borrowing or raising money in any lawful manner, including by drawing, endorsing, accepting or otherwise dealing in any bill of exchange, promissory note or other negotiable instrument, and to secure the repayment of any moneys so borrowed or raised or any other obligation in connection with that borrowing or raising by interest at such rate as the Trustee thinks fit and upon any terms and conditions in all respects as the Trustee thinks fit, including by providing a charge or mortgage or any other form of encumbrance over all or part of the Fund and giving a guarantee or indemnity in respect of any obligation assumed or undertaken by the Trustee in connection with the Fund, and any money so raised by the Trustee will form part of the Fund;

21.9 Receive Distributions, Dividends and Gifts

To receive any distribution (from a family trust or otherwise), dividend or gift which is tendered to the Fund.

21.10 Maintain Property

To repair, paint, alter, rebuild, improve and generally maintain any property real or personal and whether freehold or leasehold for the time being comprising part of the Fund;

21.11 To Pay Rates and Taxes

To pay all rates taxes costs charges insurance premiums expenses and outgoings of whatever nature payable in connection with the maintenance upkeep and management of the property comprising the Fund;

21.12 Lease Property

To lease or sub-lease any property (whether real or personal) forming part of the Fund for such period and at such rent and subject to such terms and conditions as the Trustee may consider desirable and to accept surrenders of or otherwise determine such leases or sub-leases;

21.13 Sell Property

To sell or otherwise dispose of any property forming part of the Fund at such price and upon such terms and conditions and in such manner as the Trustee may consider desirable;

21.14 Undertaking and Contracts

To give undertakings and enter into contracts and incur obligations relating to the Fund as the Trustee thinks fit;

21.15 Insurance and Premiums

To effect Policies of Insurance to provide for all or any part of the Benefits which may become payable from the Fund and to pay out of the Fund all premiums under such policies and to surrender vary or assign or otherwise deal with any Policy of Insurance as the Trustee thinks fit;

21.16 Proxies and Powers of Attorney

To give proxies and powers of attorney (with or without powers of substitution) and appoint representatives for voting or acting on behalf of the Trustee in relation to any property comprising part of the Fund;

21.17 Purchase Annuity

To purchase an Annuity to provide all or a part of the Pension payable in respect of a Member;

21.18 Insurance of Property

To insure and keep insured any property real or personal and whether freehold or leasehold for the time being comprising part of the Fund;

21.19 Insurance of Trustee and Directors

To insure and keep insured any liability of the Trustee or any Directors of a Corporate Trustee or the liability of the Fund to indemnify or reimburse the Trustee or Directors, as the case may be.

21.20 Delegate

To delegate in writing the exercise of all or any of the powers or discretionary authorities conferred on the Trustee under this Deed and execute any powers of attorney or other instruments necessary to effectuate such purpose.

22. INVESTMENT OF THE FUND**22.1 General Investment Powers of the Trustee**

Subject to clause 23, the Trustee may in the name of the Trustee or in the name of any nominee selected by the Trustee invest the whole or any part of the Fund in any investment or manner of investment (whether in Australia or elsewhere or whether involving liability or not) which the Trustee considers to be a suitable investment or manner of investment for the Fund and which complies with the Investment Strategy and the Act.

22.2 Specific Investment Powers of the Trustee

The Trustee may invest the Fund in any one or more of the following:

- (a) **authorised Trustee investments:** any investment from time to time authorised by the laws of the Commonwealth of Australia or any State or Territory of Australia for the investment of trust monies;
- (b) **on deposit:** on deposit with any bank, building society, credit co-operative, trustee company or other registered financial institution or with any other person approved by the Responsible Authority or any Employer in any type of account either with or without security at such rate of interest and on such terms as the Trustee may determine;
- (c) **acquisition of securities:** in the acquisition by subscription or by purchase or otherwise of fully or partly paid shares, stock, options, debentures, bonds, notes or other securities or obligations howsoever called in any company (including any Employer);

- (d) **acquisition of units:** in the acquisition of units, sub-units or other fractional interests howsoever called whether divided or undivided in or of any unit trust (whether fixed or flexible) or other scheme in the nature of a unit trust;
- (e) **acquisition of property:** in the acquisition of any property (whether real or personal) or any interest in property whether or not such property or interest in property is subject to any mortgage, charge or other encumbrance or is acquired or purchased for profit or is producing income at the date it is acquired or purchased;
- (f) **acquisition of mortgages:** in the acquisition of mortgages over freehold or leasehold property either by direct loan or by purchase at a discount or otherwise; or
- (g) **derivative transactions:** in derivative transactions but subject to clause 23.8.

22.3 Dealing with Investments as Beneficial Owner

The Trustee may deal with any investment of the Fund as authorised by this Deed as fully and effectively as a person absolutely and beneficially entitled to and dealing with his own property may do so.

22.4 The Trustee may have Interest in Investments

- (a) The Trustee may make or vary any of the investments authorised under this Deed even if the Trustee (including an Individual Trustee or Director of a Corporate Trustee) may directly or indirectly have an interest in or may benefit from the investment.
- (b) The Trustee and any Directors must disclose details of their interest in any investment in any manner that is required by the Act.

22.5 Policies of Insurance

- (a) The Trustee may obtain Policies of Insurance on behalf of a Member to secure the Benefit of a Member.
- (b) A Member may request the Trustee to obtain a Policy of Insurance and may specify the type of Policy of Insurance to be obtained. The Trustee has no responsibility to the Member or the Dependants of the Member to obtain that Policy of Insurance.
- (c) The Trustee may debit the premiums for any Policy of Insurance to:
 - (i) the Income Account; or
 - (ii) the Accumulation Account of the Member for whom the Policy of Insurance is obtained; or
 - (iii) the Reserve Account;

in such proportions and manner as the Trustee may determine from time to time.

- (d) The Trustee and the Fund are not liable for any loss suffered by the Fund or any Member or Beneficiary as a result of:
 - (i) no or insufficient or inadequate insurance being effected by the Trustee whether the loss was foreseeable or not; or
 - (ii) an insurer failing to pay out on an insurance policy in whole or in part for whatever reason.

22.6 Prudent Investment Rules

Subject to clause 23, and without limiting the matters that the Trustee may take into account when exercising a power of investment, the Trustee must, so far as they are appropriate to the circumstances of the Fund, have regard to:

- (a) the purposes of the Fund and the needs and circumstances of the Beneficiaries;
- (b) the desirability of diversifying the Fund's investments;
- (c) the nature of and risk associated with the existing investments and property of the Fund;
- (d) the need to maintain the real value of the capital or income of the Fund;
- (e) the risk capital or income loss or depreciation;
- (f) the potential for capital appreciation;
- (g) the likely income return and timing of income return;
- (h) the length of the term of the proposed investment;
- (i) the probable duration of the Fund;
- (j) the liquidity and marketability of the proposed investment during, and on the determination of the term of the proposed investment;
- (k) the aggregate value of the Fund;
- (l) the effect of the proposed investment in relation to the tax liability of the Fund;
- (m) the likelihood of inflation affecting the value of the proposed investment or other property of the Fund;
- (n) the costs (including commissions, fees, charges and duties payable) of making the proposed investment; and
- (o) the results of a review of existing trust investments.

23. COMPLIANCE WITH THE ACT - INVESTMENTS

23.1 General Requirement

The Fund may only be invested in a manner and form which will not cause the Fund or the Trustee to be in breach of any relevant requirement of the Act.

23.2 **Borrowing by the Trustee (including Limited Recourse Borrowing Arrangements)**

The Trustee may borrow money or maintain an existing borrowing of money, including borrowing for the purposes of a limited recourse borrowing arrangement under the SIS Act, only in a manner that is not prohibited by the SIS Act.

23.3 **Lending to Members**

The Trustee may only allow any money of the Fund to be lent, or any financial assistance using the resources of the Fund to be given, to a Member or a relative of a Member in a manner that is not prohibited by the Act.

23.4 **Acquisition of Certain Assets from Members or a Related Party**

The Trustee may only intentionally acquire or allow to be acquired on behalf of the Fund an asset from a related party of the Fund in a manner that is not prohibited by the Act.

23.5 **Investments to be made at Arm's Length**

The Trustee must not invest or allow to be invested any money or other part of the Fund unless:

- (a) all parties to the relevant transaction are dealing at arm's length in respect of the transaction; or
- (b) if the parties are not dealing with each other at arm's length, the terms and conditions of the transaction are no more favourable than those which it would be reasonable to expect would apply if the parties were dealing with each other at arm's length.

23.6 **Statement of Investment Strategy**

The Trustee must if required by the Act formulate and prepare an Investment Strategy which sets out the investment objectives of the Fund and the policy to achieve those objectives and incorporates any other matters which are necessary for the Trustee to comply with the Act.

23.7 **Member Investment Choice**

The Trustee may choose in the Trustee's absolute discretion to adopt and offer to Members (or a specific class of Members) a choice of two or more individual Investment Strategies from which a Member (or a class of Members) may choose one Investment Strategy or a combination of individual Investment Strategies ("Member Investment Choice").

- (a) The Trustee must give directions to the Members (or each Member of the class of Members):
 - (i) identifying the investment objectives of each of the Investment Strategies;
 - (ii) providing all information which the Trustee reasonably believes a person would reasonably need for the purpose of understanding the objectives, effect of, and any risk involved in, each of those Investment Strategies, as if each Investment Strategy offered was the Investment Strategy for the Fund as a whole;

- (iii) providing full information of the range of directions that can be given by the Trustee and the circumstances in which they can be changed;
 - (iv) identifying the particular Investment Strategy the Trustee will adopt for a Member (or each Member of a class of Members) if no choice is made by the Member (or each Member of the class of Members), unless it is a condition of membership that the Member must choose a particular Investment Strategy or combination of Investment Strategies.
- (b) If determining two or more individual Investment Strategies to offer as a choice to Members, the Trustee must give proper consideration to:
- (i) all matters contained in the Trustee's covenant in clause 12(f); and
 - (ii) the circumstances of the Fund as a whole in making the Member Investment Choice available as part of the Fund's Investment Strategy; and
 - (iii) a continued and regular monitoring of changes in circumstances of the Fund as a whole to assess whether it remains appropriate.
- (c) If the Trustee offers Member Investment Choice, the Trustee must if required by the Act advise the Responsible Authority of the number of Investment Strategies which are offered as choices.
- (d) The Trustee may cease to offer or make any variation to the offering of Member Investment Choice. If so, the Trustee must:
- (i) give Members the opportunity to provide further directions to the Trustee; and
 - (ii) advise Members of the default Investment Strategy that will be adopted unless the Member instructs otherwise.

23.8 Derivative Transactions

The Trustee may invest in derivative transactions provided that:

- (a) the proposed derivative transaction complies with an Investment Strategy of the Fund;
- (b) if required by the Act, the Trustee has adopted an appropriate risk management statement; and
- (c) if the derivative transaction involves the creation of a charge over the assets of the Fund, then the Trustee must prepare a risk management statement if required by the Act.

23.9 Investments Involving "In-house Assets" or a Related Party

Without limitation to clause 23.1, the Trustee must ensure that the value of the Fund's in-house assets as determined under the Act does not exceed more than the allowable prescribed percentage of the Fund's total assets (calculated on market value) and does not contravene any other restriction of the Act.

24. SPECIFIC INVESTMENTS OF A MEMBER

24.1 Separate Investment for a Specific Member

At the request of or with the approval of a Member, the Trustee may invest all or any part of the amount standing to the credit of the Member's Accumulation Account by acquiring or entering into any investment separately and on behalf of the Member, provided the investment satisfies the Investment Strategy of the Fund.

24.2 Trustee to Record and Account Separately

The Trustee must record any investments attributable to the Member and all revenue and expenses in respect of the investment must be credited or debited as the case may be directly to the relevant Member's Accumulation Account.

24.3 Variation to the Investment

The Trustee may accept or reject a request from a Member to vary any specific investment of that Member.

25. VALUATION OF FUND

Following each Balance Date and any other date which the Trustee considers appropriate or is required by the Act, the Trustee must obtain a valuation of the Fund. The valuation must be reflected in the accounts of the Fund.

26. DELEGATION BY TRUSTEE

26.1 Trustee's Right to Delegate

Subject to clause 26.3, the Trustee may delegate any power, discretion or obligation exercisable by the Trustee (including any power or obligation which the Trustee has a duty to exercise and the power of delegation) to any person ("the Delegate") in a manner and on terms that the Trustee thinks fit.

26.2 Variation or Revocation to Delegation

The Trustee may vary or revoke any delegation and may exercise any power in conjunction with, or to the temporary or permanent exclusion of, the Delegate.

26.3 Delegation Subject to the Act

The Trustee must not make any delegation or allow any delegation to remain where the delegation contravenes the Act.

26.4 Scope of Delegation

The Delegate may only perform those duties and only has those powers that the Trustee expressly delegates to the Delegate.

27. APPOINTMENT OF ACTUARY, AUDITOR, CUSTODIAN, INVESTMENT MANAGERS AND QUALIFIED ADVISORS

27.1 Actuary

The Trustee must if necessary appoint an Actuary to provide actuarial advice from time to time.

27.2 Auditor

- (a) The Trustee must appoint in writing an Auditor to perform an audit of the Fund under the Act.
- (b) The Trustee must agree with the Auditor on the scope of the audit to be conducted which should include:
 - (i) the Auditor's reporting obligations under the Act;
 - (ii) verification of the Fund's assets, their legal title and their valuation; and
 - (iii) verification of Members' Benefits.

27.3 Custodian

The Trustee may appoint in writing a Custodian to carry out custodial services on behalf of the Fund subject to compliance with the Act.

27.4 Investment Managers

- (a) The Trustee may appoint in writing an Investment Manager to carry out the management of the investments of the Fund subject to compliance with this Deed and the Act.
- (b) If the Trustee enters into an agreement with an Investment Manager under which all or any part of the Fund will be placed under the control of the Investment Manager, the Trustee must ensure that the agreement contains adequate provisions to enable the Trustee to require the Investment Manager to provide to the Trustee appropriate information on the making of, and return on, the investments and to provide any other information that is necessary to enable the Trustee to assess the performance and capability of the Investment Manager in managing the investments of the Fund.
- (c) The Trustee must use reasonable endeavours to ensure that any agreement with an Investment Manager includes, as a minimum, the following obligations on the Investment Manager:
 - (i) to manage assets in accordance with set investment restrictions;
 - (ii) to keep the investment portfolio under review and to confer with and advise the Trustee regularly;
 - (iii) to exercise all due diligence and care;
 - (iv) to have appropriately qualified staff in charge at all times;
 - (v) to ensure assets are vested in the Trustee (or a Custodian, if applicable) as soon as possible; and
 - (vi) to provide upon request information to the Auditor of the Fund.

27.5 Qualified Advisors

The Trustee may from time to time appoint any Qualified Advisors to give advice that the Trustee considers desirable for the proper management and administration of the Fund.

27.6 Revocation of Appointment

The Trustee may revoke and remove from office any person appointed to any position under this clause.

28. REMUNERATION OF TRUSTEE AND REIMBURSEMENT FOR ADMINISTRATION EXPENSES**28.1 No Right to Charge Fees**

For as long as the Fund is a self managed superannuation fund under section 17A of the SIS Act:

- (a) no Individual Trustee is entitled to charge or to receive professional fees or other remuneration from the Fund or any other person for any trustee duties or services performed by the Individual Trustee in that capacity in relation to the Fund;
- (b) no Corporate Trustee is entitled to charge or to receive professional fees or other remuneration from the Fund or any other person for any trustee duties or services performed by the Corporate Trustee in that capacity in relation to the Fund; and
- (c) no Director of the Corporate Trustee is entitled to charge or to receive professional fees or other remuneration from the Fund or any other person (including the Corporate Trustee) for any trustee duties or services performed by the Director in that capacity in relation to the Fund.

28.2 Indemnity and Reimbursement

The Trustee is entitled to be indemnified by and reimbursed from the Fund for and in respect of:

- (a) all costs, charges and expenses incurred or to be incurred in connection with the acquisition, registration, custody, disposal of or other dealings with the investments of the Fund;
- (b) all fees, wages and expenses of any Auditor, Actuary, Qualified Advisor, Investment Manager or Custodian from time to time engaged by the Trustee under this Deed;
- (c) all Taxation paid or payable by the Trustee in connection with the Fund and any Member on any account whatsoever;
- (d) all costs, charges and expenses incurred or to be incurred in relation to the preparation, maintenance and distribution of any accounting records, returns, reports or other documents in relation to the Fund; and
- (e) any other costs, charges and expenses incurred or to be incurred in relation to the management or administration of the Fund.

29. ACCOUNTING RECORDS

29.1 Form of Accounting Records

The Trustee must establish and maintain accounting records in a form that:

- (a) correctly records and explains the transactions and financial position of the Fund;
- (b) enables the annual accounting statements to be prepared in accordance with clause 30;
- (c) enables the annual returns of the Fund to be prepared and lodged in accordance with the Act;
- (d) enables those accounting records to be conveniently and properly audited in accordance with this Deed and the Act.

29.2 Retention of Accounting Records

The Trustee must retain the accounting records for at least the minimum period required by the Act after the end of the Financial Year to which the accounting records relate.

30. ACCOUNTING STATEMENTS

30.1 Preparation

The Trustee must in respect of each Financial Year prepare the following accounting statements in respect of the Fund:

- (a) a statement of financial position;
- (b) an operating statement;
- (c) any other accounting statements that are required by the Act.

30.2 Signature

The accounting statements must be signed by or on behalf of the Trustee in a manner required by the Act or as otherwise permitted by law.

30.3 Retention

The Trustee must retain the accounting statements for the minimum period required by the Act after the end of the Financial Year to which the accounting statements relate.

31. AUDIT OF THE FUND

31.1 Audit to be Conducted each Financial Year

If required by the Act, the accounting statements of the Fund prepared in respect of each Financial Year must be audited by an Auditor appointed by the Trustee.

31.2 Auditor to be Given Access to Documents/Information

The Trustee must give the Auditor access to any accounting records and accounting statements and other documents and information connected with the Fund as requested by the Auditor to enable the Auditor to complete the audit.

32. ANNUAL RETURNS ETC TO RESPONSIBLE AUTHORITY

The Trustee must in respect of each Financial Year and within the time required by the Act give to the Responsible Authority:

32.1 Annual Return

an annual return in a form prescribed by the Act;

32.2 Trustee Certificate

a trustee certificate in a form prescribed by the Act;

32.3 Audit Certificate

the audit certificate given to the Trustee by the Auditor;

32.4 Contribution Statement

a statement in relation to the Contributions received by the Fund as required under the Tax Act; and

32.5 Other Documents or Information

any other documents or information which may be required by the Act, or are requested by the Responsible Authority, to be given to the Responsible Authority.

33. COMPLAINTS PROCEDURE**33.1 If Required by the Act**

The Trustee must, if required by the Act, establish and maintain arrangements for complaints and enquiries by Members.

33.2 Rights of Beneficiaries

A Beneficiary has the right to make enquiries into, or complaints about, the operation or management of the Fund in relation to that Beneficiary.

33.3 Trustee to Deal within 90 Days

The Trustee must deal with any enquiries or complaints within 90 days after they were made.

34. NOTICE TO RESPONSIBLE AUTHORITY OF SIGNIFICANT ADVERSE EVENTS**34.1 Trustee's Responsibility to Notify**

If the Trustee becomes aware of an event having a significant adverse effect on the financial position of the Fund, the Trustee must if required by the Act give written notice to the Responsible Authority setting out particulars of the event. The Trustee must do this no later than the third business day after becoming aware of the event.

34.2 Meaning of Significant Adverse Event

For the purpose of this clause, an event has a significant adverse effect on the financial position of the Fund if, as a result of the event, the Trustee will not, or may not, at a time before the next annual report by the Trustee to the Members, be able to make payments to the Members as and when the obligation to make those payments arises.

34.3 Change of Fund Details

The Trustee must give notice in writing to the Responsible Authority using the approved form specified in the SIS Regulations of any change in:

- (a) the name of the Fund;
- (b) the postal address, registered address or address for service of notices of the Fund;
- (c) details of the contact person, and contact telephone number and facsimile number for the Fund;
- (d) the membership of the Fund;
- (e) the Trustee, including any change to Individual Trustees, a Corporate Trustee, or directors of the Corporate Trustee;

within 21 days of the occurrence of the change.

34.4 Material Changes and Omissions in Information Previously Given

If the Trustee becomes aware of a material change or material omission in any information given to the Responsible Authority, the Trustee must if required under the Tax Act give written notice to the Responsible Authority setting out particulars of the change or omission. The Trustee must do this no later than 30 days after becoming aware of the change or omission.

35. ACCUMULATION ACCOUNTS

35.1 Separate Member Accumulation Accounts

The Trustee must establish and maintain an Accumulation Account in respect of each Member.

35.2 Credits to Accumulation Accounts

The following amounts may be credited to the appropriate Accumulation Account of a Member:

- (a) Contributions made by or on behalf of the Member;
- (b) the proceeds of any Policy of Insurance or Annuity in respect of the Member which are paid to the Trustee;
- (c) any amount transferred or rolled over to the Fund from another Approved Superannuation Entity in respect of the Member;
- (d) the investment return (if positive) of the Member's Benefit as determined by the Trustee and transferred from the Income Account;

- (e) any amounts transferred from a Pension Account in respect of a Member; and
- (f) any other amounts as the Trustee may from time to time determine.

35.3 Debits to Accumulation Accounts

The following amounts may be debited to the appropriate Accumulation Account of a Member:

- (a) any Benefit paid to a Member or a Beneficiary in respect of the Member;
- (b) any amount transferred or rolled over from the Fund in respect of the Member to another Approved Superannuation Entity;
- (c) the investment return (if negative) of the Member's Benefit as determined by the Trustee;
- (d) the costs of any Policy of Insurance or Annuity obtained in respect of the Member;
- (e) the proportion of any amount payable as Taxation in respect of Contributions to the Fund or income of the Fund credited to the Member's Accumulation Account or arising as a result of a Rollover Payment to or from another Approved Superannuation Entity as the Trustee may determine;
- (f) the proportion of any amount representing the reimbursement to the Trustee of costs, charges, or expenses incurred by the Trustee pursuant to this Deed as the Trustee may determine;
- (g) any amount payable to the Trustee in respect of the Trustee's indemnity contained in this Deed;
- (h) any amount transferred from an Accumulation Account to a Pension Account in respect of a Member; and
- (i) any other amounts as the Trustee may from time to time determine.

36. INCOME ACCOUNT

36.1 Establishment

The Trustee must establish and maintain an Income Account for the Fund as the Trustee sees fit.

36.2 Credits

The Income Account may be credited with the following:

- (a) all income, investment earnings and profits of the Fund in each Financial Year;
- (b) any credits arising out of any adjustment made by the Trustee pursuant to this Deed;
- (c) the proceeds of any Policy of Insurance if the Trustee determines that the proceeds should not be credited to a Member's Accumulation Account;

- (d) any distribution, dividend or gift paid to the Fund and accepted by the Trustee;
and
- (e) any other amount as the Trustee may from time to time determine.

36.3 Debits

The Trustee may debit the Income Account with the following amounts:

- (a) any loss arising from the disposal or dealing with any investment of the Fund;
- (b) any debits arising from an adjustment made by the Trustee pursuant to this Deed;
- (c) the cost of any Policy of Insurance if the Trustee determines that the costs should not be debited to a Member's Accumulation Account;
- (d) any amount representing the reimbursement to the Trustee of any costs or charges incurred by the Trustee pursuant to this Deed which amount is not otherwise debited to a Member's Accumulation Account;
- (e) any amount which is payable or may become payable by way of Taxation in respect of the Contributions or income of the Fund which is not otherwise debited to a Member's Accumulation Account;
- (f) any income transferred to the Reserve Account; and
- (g) any other amount as the Trustee may from time to time determine.

37. RESERVE ACCOUNT

37.1 Establishment

The Trustee may establish and maintain a Reserve Account as the Trustee sees fit.

37.2 Credits

Subject to the requirements of the Act, the Trustee may credit the Reserve Account with:

- (a) an amount transferred from the Income Account; or
- (b) any part of an Insured Component that the Trustee determines to credit to the Reserve Account; or
- (c) any reserves or any other amount which the Trustee so determines in the Trustee's discretion.

37.3 Investment Return on Reserve Account

Any amount held in the Reserve Account does not form part of any Accumulation Account or Pension Account and any investment return (positive or negative) derived by the Fund on the Reserve Account shall be credited or debited to the Reserve Account from the Income Account.

37.4 Purpose and Use includes Reserves

- (a) The Reserve Account may be used by the Trustee for the purpose of:
 - (i) stabilising investment earnings of the Fund in accordance with the Fund's Investment Strategy; or
 - (ii) the benefit of any Member or Beneficiary or former Member or Beneficiary, including augmenting an Accumulation Account on any basis that does not breach the Act; or
 - (iii) for such other purposes that are not prohibited by this Deed or the Act as the Trustee may determine in its discretion.
- (b) The Trustee may create and operate separate Reserve Accounts dealing with:
 - (i) investment reserves;
 - (ii) contribution reserves;
 - (iii) miscellaneous reserves;
 - (iv) pension reserves; or
 - (v) any other reserve that is permitted by the Act.

38. CALCULATION OF INVESTMENT RETURN AND EARNINGS

- (a) Following each Balance Date, the Trustee may determine the investment return and investment earnings of the Fund for that Financial Year.
- (b) Subject to the requirements of the Act, the Trustee must determine the investment return to be credited or debited to a Member's Benefit in a way that is fair and reasonable as between all the Members of the Fund and the various kinds of Benefit of each Member of the Fund.
- (c) At any point in time during a Financial Year the Trustee may calculate and determine as it sees fit in a way that is fair and reasonable as between all Members of the Fund the investment return and investment earnings of the Fund for the purpose of applying that investment return in calculating the withdrawal benefit of a Member at that time.

39. PARTICIPATION OF PERSONS AS EMPLOYERS

39.1 Application to Participate

Any person who is an employer-sponsor may on the invitation of the Trustee make application to the Trustee to be admitted as an Employer for the purposes of participating in the Fund.

39.2 Approval by Trustee

An application by a proposed Employer to participate must be in a form that the Trustee determines and the acceptance or rejection of the application is at the discretion of the Trustee.

39.3 Execution of Participating Employer Admission Form

If the Trustee accepts a proposed Employer's application to participate in the Fund, the Trustee may request the Employer to execute a Participating Employer Admission Form as determined by the Trustee. Upon execution, the Employer is admitted as an Employer subject to the terms of this Deed and the Form.

39.4 Employer May Contribute

Any Employer may make Employer Contributions to the Fund on behalf of such of the Employees of the Employer who become Members.

39.5 Deemed Admission

Notwithstanding any other provision in this Deed to the contrary, the Trustee may not compel a proposed Employer to become a participating employer-sponsor of the Fund, and the acceptance by the Trustee of an Employer Contribution from a proposed Employer will be deemed to constitute the Employer's admission as a participating employer-sponsor of the Fund.

40. RECONSTRUCTION OR AMALGAMATION OF AN EMPLOYER

In the event that an Employer is reconstructed or merges or amalgamates with another Employer, the transfer of service by a Member as an Employee of the former Employer to the service of a new Employer as a result of the reconstruction, merger or amalgamation will be deemed to be a continuation of service by that Member for the purposes of that Member's entitlement to receive any Benefit from the Fund.

41. INSOLVENCY OF TRUSTEE

If a receiver, receiver and manager, official manager, liquidator, voluntary administrator or any other form of insolvency administrator ("the Administrator") is appointed to, or assumes control over all or part of the assets of the Trustee, then:

- (a) notwithstanding anything express or implied to the contrary in this Deed or in the instrument under which the Administrator has been appointed, all authorities, powers and discretions which are by this Deed vested in or exercisable by the Trustee will, for the duration of the appointment of the Administrator, be vested in and exercisable by the Members by resolution on behalf of that Trustee and not by the Administrator until such time as a new Trustee is appointed; and
- (b) the Administrator must do anything reasonably required by the Members to vest the control and assets of the Fund in the new Trustee appointed by the Members, and the Administrator must act in a manner that is fair and reasonable for the benefit of the Members of the Fund.

42. MEMBER CONTRIBUTIONS

The Trustee may accept any Member Contribution as long as the Contribution is permitted by the Act.

43. EMPLOYER CONTRIBUTIONS

43.1 Employer may Contribute

The Trustee may accept any Employer Contribution in respect of a Member as long as the Contribution is permitted by the Act.

43.2 Contributions Pursuant to Agreement with Trustee

If an Employer contributes to the Fund in respect of a Member under any agreement with the Trustee under which the Employer agrees, or is required, to pay Contributions to the Fund, the Employer must separately specify to the Trustee the amount of those Contributions under the Agreement and the amount of Contributions (if any) made pursuant to clause 43.1.

44. OTHER CONTRIBUTIONS

The Trustee may accept any other Contributions to the Fund made by or in respect of a Member, including any Child Contribution, Government Contribution, or Spouse Contribution as long as the Contribution is permitted by the Act.

45. PAYMENT OF CONTRIBUTIONS

45.1 No Obligation to Contribute

A Member does not have any obligation to make a Contribution to the Fund and may remain a Member of the Fund even if a Contribution is not made by or in respect of that Member.

45.2 Contributions may be in Cash or other Assets

Any Contribution may be paid either in cash or by the transfer of an asset to the Fund (provided that the asset is an authorised investment pursuant to this Deed and the Investment Strategy) or in any other way that is not prohibited by the Act.

45.3 Limitation on Accepting Contributions

- (a) The Trustee must not accept any Contribution if the acceptance of the Contribution would contravene a requirement of the Act.
- (b) In addition to the Trustee's obligations under paragraph (a), the Trustee must not accept a Member Contribution if:
 - (i) the Member has not quoted the Member's Tax File Number to the Trustee; and
 - (ii) that Member Contribution exceeds the amount of the Non-concessional Contributions Cap applicable to the Member.

45.4 Refund of Ineligible Contributions

- (a) If the Trustee becomes aware that a Contribution (or aggregate of Contributions) has been accepted by the Trustee from or on behalf of a Member in respect of a relevant Financial Year and the Trustee's acceptance of that Contribution (or aggregate of Contributions) causes either

- (i) a breach of the Act, or
- (ii) the Member to exceed either the Member's concessional contributions cap or non-concessional contributions cap within the meaning of the Act for that relevant Financial Year;

the Trustee:

- (iii) must, if required to do so by the Act; or
- (iv) may on request from the Member, and if permitted to do so or if not prohibited from doing so, under the Act;

refund the Contribution (or such part or aggregate of the Contribution or Contributions) that either:

- (v) the Trustee was not permitted to accept by the Act; or
- (vi) exceeded either the Member's concessional contributions cap or non-concessional contributions cap within the meaning of the Act for that relevant Financial Year,

("Excessive Contribution") in a manner that complies with or is not prohibited by the Act.

- (b) The amount of the Excessive Contribution that is refunded may be:
 - (i) adjusted to take account of any increase or decrease in the value of the Excessive Contribution attributable to the investment of the Excessive Contribution in the Fund during the period from acceptance to refund of the Excessive Contribution; and
 - (ii) reduced to account for any reasonable administration costs and transaction costs that are reasonably related to the acceptance of the Excessive Contribution and do not exceed the true cost of an arm's length transaction.
- (c) If the Trustee has accepted an Excessive Contribution and, subject to paragraph (a), elects not to refund the Excessive Contribution, or the Trustee is prohibited by the Act from refunding the Excessive Contribution, to the Member, the Trustee:
 - (i) must, if required to do so by the Act; or
 - (ii) may, if permitted to do so or if not prohibited from doing so, under the Act;

use and release, in accordance with a release authority under the Tax Act given to the Trustee, so much of the Excessive Contribution from the Member's Accumulation Account balance as is necessary to pay the Fund's liability for the additional tax (including Medicare levy) that is payable in respect of the Excessive Contribution. The balance of the Excessive Contribution must remain in the Member's Accumulation Account in the Fund.

45.5 Employer to remit Contributions Promptly

All Contributions made on behalf of a Member (including by an Employer deducting an amount from the salary or wages payable to the Member) must be paid to the Trustee in the manner and within the timeframe required by the Act.

45.6 Allocation of Contributions

If required by the Act, all Contributions in respect of a Member received by the Trustee in a month must be allocated to that Member by crediting the Accumulation Account of the Member within 28 days after the end of the month, or if that is not reasonably practicable, within such longer period as is reasonable in the circumstances.

46. CONTRIBUTION SPLITTING

The Trustee may allow a Member to request the Trustee to split the Contributions made in respect of that Member:

- (a) after the end of each Financial Year, in respect of contributions for the previous Financial Year; and
- (b) in the Financial Year in respect of which the contributions are made where the Member is closing the Member's account in the Fund;

with the split amount transferred to the benefit of the Member's Spouse, as long as the contribution split is made in a manner and form that is permitted by the Act.

47. FUND TO PROVIDE BENEFITS

The Trustee must ensure that the Fund is maintained solely for the purpose of providing the Benefits described in this Deed.

48. RETIREMENT BENEFITS

48.1 Entitlement

A Member is entitled to receive from the Fund a Retirement Benefit when:

- (a) in the case of a Member who has reached a Preservation Age that is less than 60 – if:
 - (i) an arrangement under which the Member was Gainfully Employed has come to an end; and
 - (ii) the Trustee is reasonably satisfied that the Member intends never to again become Gainfully Employed, either on a full-time or part-time basis; or
- (b) in the case of a Member who has attained age 60 - an arrangement under which the Member was Gainfully Employed has come to an end on or after the Member attained that age or the Trustee is reasonably satisfied that the Member intends never to again become Gainfully Employed, either on a full-time or part-time basis; or
- (c) the Member attains age 65, regardless of whether the Member is or continues to be Gainfully Employed; or

- (d) the Member satisfies any relevant requirements of the Act for the payment of a Benefit notwithstanding that the Member may otherwise continue in Gainful Employment.

48.2 Amount

The amount of the Retirement Benefit is the balance of the Member's Accumulation Account as advised to the Member by the Trustee.

48.3 Manner of Payment - Lump Sum or Pension

The Member may elect to receive the Retirement Benefit as a lump sum or as a Pension or in the purchase of an Annuity or partly as any one or more of those forms. If the Member does not make the election, then the Benefit will be paid as a Pension.

49. PRESERVATION AGE BENEFITS

49.1 Entitlement

A Member is entitled to receive from the Fund a Preservation Age Benefit when the Member attains the Member's Preservation Age.

49.2 Amount

The Preservation Age Benefit will be the amount determined by the Trustee subject to the requirements of the Act but must not exceed the balance of the Member's Accumulation Account.

49.3 Manner of Payment - Lump Sum or Pension

Subject to the conditions of preservation and any other relevant requirements of the Act, the Member may elect to receive the Preservation Age Benefit as any one or more of the following forms (as they are defined in the Act):

- (a) a Transition to Retirement Income Stream;
- (b) a Non-commutable Allocated Annuity;
- (c) a Non-commutable Allocated Pension;
- (d) a Non-commutable Annuity; or
- (e) a Non-commutable Pension.

If the Member does not make the election, then the Benefit will be paid as a Transition to Retirement Income Stream.

50. DEATH BENEFITS

50.1 Entitlement

A Death Benefit is payable from the Fund in respect of a Member when the Member dies.

50.4 Beneficiary Nomination

- (a) The Trustee must allow a Member to make a Beneficiary Nomination in accordance with this Deed.
- (b) A Member who wishes to make a Beneficiary Nomination may request the Trustee to provide to the Member the information that the Trustee reasonably believes that the Member reasonably needs for the purpose of understanding the Member's rights to make a Beneficiary Nomination in accordance with this Deed, and the Trustee must comply with that request.
- (c) A Member who has given a Beneficiary Nomination to the Trustee may:
 - (i) amend or revoke the Beneficiary Nomination by giving to the Trustee a notice of amendment or revocation of that Beneficiary Nomination; or
 - (ii) replace the existing Beneficiary Nomination by giving to the Trustee a new Beneficiary Nomination made after the date of the existing Beneficiary Nomination.
- (d) Unless sooner revoked by the Member, a Three Year Binding Nomination given to the Trustee ceases to have effect at the end of the period of 3 years after the day it was first signed, or last confirmed or amended, by the Member.
- (e) If an item of information given by a Member in a Three Year Binding Nomination is not sufficiently clear to allow the Trustee to pay the Death Benefit in accordance with the Three Year Binding Nomination, the Trustee must seek from the Member a written statement to clarify the item as soon as practicable after the Trustee receives the Three Year Binding Nomination.
- (f) The Trustee is not responsible or liable to a Member or that Member's estate or any other person for any consequence arising from the Member's Beneficiary Nomination being invalid or ineffective due to the Beneficiary Nomination:
 - (i) having ceased to have effect; or
 - (ii) nominating a Nominated Beneficiary who at the time of the Member's death is not the Legal Personal Representative or a Dependant of the Member or otherwise not permitted under the Act to be the recipient of the Member's Death Benefit.

51. PERSONS TO RECEIVE DEATH BENEFITS

- (a) If the Trustee holds a Three Year Binding Nomination or a Non-lapsing Binding Nomination in respect of a deceased Member, the Trustee must pay the Death Benefit to the person or persons referred to as the Nominated Beneficiary in the Beneficiary Nomination if:
 - (i) the person, or each of the persons, were the Legal Personal Representative or a Dependant of the deceased Member at the time of the Member's death; and
 - (ii) the proportion of the Death Benefit that will be paid to that person, or to each of those persons, is certain or readily ascertainable from the Beneficiary Nomination; and

- (iii) the Beneficiary Nomination is in effect.
- (b) If the Trustee does not hold a Beneficiary Nomination in respect of a deceased Member, the Trustee must pay or apply the Death Benefit to or for the benefit of:
- (i) a person nominated in writing by the deceased Member provided that the Trustee is satisfied that the person was a Dependant of the deceased Member at the time of death of the Member; or
 - (ii) any one or more of the Dependants of the deceased Member; or
 - (iii) the Legal Personal Representatives of the deceased Member;
- in such proportions between all or any of the above persons or categories of persons as the Trustee may determine in its discretion.
- (c) If after reasonable inquiry the Trustee determines that the deceased Member left no Dependants or that there are no Dependants whose existence, identity and whereabouts are satisfactorily known to the Trustee and the Trustee is unable to locate any Legal Personal Representative of the deceased Member, then subject to the requirements of the Act, the Trustee must determine that the Death Benefit ceases to be payable and shall be transferred to the Reserve Account of the Fund.
- (d) If the Trustee holds a Beneficiary Nomination which is either a Beneficiary Statement of Wishes or a Three Year Binding Nomination which is not valid because it has lapsed or otherwise does not conform to the relevant requirements of this Deed, the Trustee must pay or apply the Death Benefit to or for the benefit of:
- (i) a person nominated in writing as a Nominated Beneficiary by the deceased Member in the Beneficiary Nomination provided that the Trustee is satisfied that the person was a Dependant of the deceased Member at the time of death of the Member; or
 - (ii) any one or more of the Dependants of the deceased Member; or
 - (iii) the Legal Personal Representatives of the deceased Member;
- in such proportions between all or any of the above persons or categories of persons as the Trustee may determine in its discretion, but in so doing the Trustee may have regard to the wishes of the deceased Member as to the intended recipient of the Death Benefit evidenced by the Beneficiary Nomination.
- (e) Subject to the Trustee's complying with the Act and clauses 51(a) to (d) inclusive, the Trustee must give effect to the Beneficiary Nomination in so far as the Member directs the Trustee to pay or apply all or part of the Death Benefit:
- (i) as to any specific amounts or proportions of the Death Benefit; or
 - (ii) as to any specific Fund assets by transfer in-specie subject to clause 56; or
 - (iii) as to any type of Pension or Superannuation Lump Sum; or
 - (iv) as to any combination of (i) to (iii) inclusive.

52. PERMANENT INCAPACITY BENEFITS

52.1 Entitlement

A Member is entitled to receive from the Fund a Permanent Incapacity Benefit if the Member suffers Permanent Incapacity.

52.2 Amount

The Permanent Incapacity Benefit is:

- (a) the balance of the Member's Accumulation Account at the date upon which payment is made; and
- (b) the proceeds of any Policy of Insurance effected on behalf of the Member under this Deed that becomes payable upon the Member suffering Permanent Incapacity and is received by the Trustee; and
- (c) provided that, subject to the requirements of the Act, prior to the Permanent Incapacity of a Member, the Trustee and that Member may agree in writing that the Permanent Incapacity Benefit which becomes payable upon the Permanent Incapacity of the Member is to be an amount other than the aggregate of the balance of the Member's Accumulation Account at the date upon which payment is made and the proceeds of any Policy of Insurance effected under this Deed on behalf of that Member and received by the Trustee ("the Other Amount"), and if so agreed, then the Permanent Incapacity Benefit payable by the Trustee upon the Permanent Incapacity of that Member must be the Other Amount.

52.3 Manner of Payment - Lump Sum or Pension

- (a) The Member may elect to receive the Permanent Incapacity Benefit as a lump sum or as a Pension or in the purchase of an Annuity or partly as one or more of those forms. If the Member does not make the election, then the Benefit will be paid as a Pension.
- (b) If a Member is incapable of making an election under this clause, the election may be made on behalf of the Member by the Member's legally appointed attorney or guardian.

53. TEMPORARY INCAPACITY BENEFITS

53.1 Entitlement

A Member is entitled to receive from the Fund a Temporary Incapacity Benefit if the Member suffers Temporary Incapacity.

53.2 Amount

The Temporary Incapacity Benefit is:

- (a) the balance of the Member's Accumulation Account at the date upon which payment is made; and
- (b) the proceeds of any Policy of Insurance effected on behalf of the Member under this Deed that becomes payable upon the Member suffering Temporary Incapacity and is received by the Trustee; and

- (c) provided that, subject to the requirements of the Act, prior to the Temporary Incapacity of a Member, the Trustee and that Member may agree in writing that the Temporary Incapacity Benefit which becomes payable upon the Temporary Incapacity of the Member is to be an amount other than the aggregate of the balance of the Member's Accumulation Account at the date upon which payment is made and the proceeds of any Policy of Insurance effected under this Deed on behalf of that Member and received by the Trustee ("the Other Amount"), and if so agreed, then the Temporary Incapacity Benefit payable by the Trustee upon the Temporary Incapacity of that Member must be the Other Amount.

53.3 Manner of Payment

A Temporary Incapacity Benefit must be paid to a Member as a Non-commutable Income Stream in a manner that is required or permitted by the Act.

54. OTHER BENEFIT PAYMENTS

54.1 Prescribed Event

A Member is entitled to receive, and to request payment of, any other Benefit that the Trustee is permitted by the Act to pay to the Member upon the Member satisfying a Prescribed Event, including benefits on account of:

- (a) the Member being a temporary resident permanently departing Australia;
- (b) the Member suffering severe financial hardship;
- (c) the Member suffering a terminal medical condition; or
- (d) compassionate grounds.

54.2 Amount and Manner of Payment

Unless otherwise expressly provided in this Deed or required or prohibited by the Act, the amount of the Benefit and the manner in which it is paid to or in respect of the Member must be determined by the Trustee subject to the requirements of the Act but must not exceed the balance of the Member's Accumulation Account as advised to the Member by the Trustee.

54.3 Temporary Residents Permanently Departing Australia

If a Member was the holder of an eligible temporary resident visa within the meaning of the Act that has expired or that has been cancelled and the Member has departed from Australia, the Trustee must upon receiving a request from the Member and being satisfied of the foregoing pay that Member's Benefit to that Member as a single lump sum in a time and manner as permitted by the Act and after withholding or deducting any Taxation or other charges that the Trustee is required or entitled to withhold or deduct.

55. BENEFITS PAYABLE AS A PENSION

55.1 Payment of Pension

A Benefit that is payable as a Pension must be paid to the Pensioner as a Pension in accordance with this Deed but always subject to the requirements of the Act.

55.2 Type of Agreed Pension and Pension Agreement

- (a) The Trustee and the Pensioner may agree to any type, manner or form of Pension being provided to the Pensioner that suits the needs of the Pensioner, subject to the requirements of this Deed and the Act.
- (b) If the Trustee and the Pensioner agree on a particular type of Pension to be provided to the Pensioner (the "Agreed Pension"), the terms, conditions or governing rules of the Agreed Pension must be recorded and evidenced in writing, whether by formal written agreement, minutes or other document ("the Pension Agreement") including specifying any particular rules and requirements of the Act governing the Agreed Pension (the "Agreed Pension Rules") that must be included in the Pension Agreement.
- (c) Any Pension Agreement made under this clause must be read and construed in conjunction with and will be deemed to form part of this Deed as between the Trustee and the Pensioner but does not otherwise constitute an amendment to this Deed.
- (d) If there is any inconsistency between any requirement of the Agreed Pension Rules and:
 - (i) any provision of this Deed - then the requirement of the Agreed Pension Rules prevails; or
 - (ii) any relevant requirement of the Act - then the requirement of the Act prevails;
 to the extent of that inconsistency.

55.3 Amount of Pension

The Trustee will determine the amount of any Pension and may take account of:

- (a) the wishes of the Pensioner; and
- (b) if required for the purpose of that Pension, actuarial advice obtained from an Actuary as to the appropriate amount and manner of the payments of the Pension after taking all relevant factors and assumptions into account, including the Pensioner's life expectancy, the Investment Strategy guidelines for that Pension, and any prudential requirements imposed on the Trustee by the Act; and
- (c) any other relevant requirements of the Act or the Responsible Authority.

55.4 Pension Account

The Trustee must establish a Pension Account in respect of the Pensioner from which the Pension shall be paid. The Pension Account may be operated by the Trustee as the Trustee sees fit.

55.5 Segregation of Pension Assets

The Trustee must, if required, in relation to each Pension:

- (a) segregate and set apart assets of the Fund for each Pensioner for the sole purpose of enabling the Fund to discharge the whole or part of any current or non-current liability in relation to the payment of the Pension as those liabilities fall due for payment; and
- (b) obtain actuarial certificates from an Actuary in relation to the adequacy of the segregated assets to meet the current and non-current liabilities as the Trustee considers necessary to satisfy the Act.

55.6 Conditions Applicable to All Pensions

The following conditions apply to the payment of any Pension from the Fund:

- (a) the Pension must be paid from the balance of the Pension Account of the Pensioner;
- (b) the payments of the Pension are made at least annually;
- (c) the Pension must not be able to be transferred to any person unless the Act permits; and
- (d) the capital value of the Pension and the income from the Pension must not be used as security for any borrowing unless the Act permits.

55.7 Variation to Pension Amount

The Trustee may vary the Pension from time to time as long as the variation:

- (a) complies with any relevant requirement of the Act;
- (b) is in accordance with any on-going actuarial advice that is required to be obtained or maintained; and/or
- (c) complies with any Pension Agreement for that Pension.

55.8 Limitation on Pension Amount

The total instalments of a Pension payable in respect of a Pensioner must not exceed the balance of the Pensioner's Pension Account at the relevant time.

55.9 Death of Pensioner

Subject to any Agreed Pension Rules made in a Pension Agreement under clause 55.2(b), if a Pensioner dies leaving an amount in credit in the Pension Account of the Pensioner:

- (a) If one or more Reversionary Beneficiaries have been nominated in a Pension Agreement who are Dependants of the Pensioner within the meaning of the Act, the Trustee must pay the Pension to the Reversionary Beneficiary(ies) in accordance with the Pension Agreement.

- (b) if one or more Nominated Beneficiaries have been nominated by the Pensioner, the Trustee must, unless otherwise requested to the contrary by the Nominated Beneficiary(ies), pay to the Nominated Beneficiary(ies) the balance of the Pension Account (either as a Pension or commuted to a lump sum) provided that the amount does not exceed an amount calculated in accordance with the requirements of the Act; or
- (c) if a Nominated Beneficiary has not been nominated, the balance of the Pension Account must be paid to any one or more of the Dependants of the Pensioner as the Trustee may determine and/or to the Legal Personal Representative of the Pensioner, subject to the requirements of the Act.

55.10 Application to Convert Lump Sum Benefit to Pension

A Member may by written application to the Trustee elect to convert to a Pension the whole or any part of a Benefit which is payable as a lump sum but has not already been paid under this Deed.

55.11 Commutation of Pension to a Lump Sum

On the written application of a Pensioner or Nominated Beneficiary of a deceased Pensioner, the Trustee must commute the whole or any part of a Pension payable from the Fund to the Pensioner or Nominated Beneficiary, as the case may be, provided that the commutation would not cause the Trustee or the Fund to breach any relevant requirement of the Act. The Trustee must not commute the Pension if a relevant requirement of the Act prohibits its commutation.

- (a) The Trustee may apply the amount of the commuted Pension by either:
 - (i) retaining the amount in the Fund as a credit to an Accumulation Account for the Pensioner or Nominated Beneficiary; or
 - (ii) paying the amount as a Benefit in the form of a lump sum or Pension in accordance with the provisions of this Deed.
- (b) If part of a Pension is commuted, the Trustee may reduce the total amount of the instalments in respect of the balance of the Pension payable to the Pensioner by an amount that the Trustee considers appropriate subject to the compliance with any relevant requirement of the Act.

55.12 Purchase of Pension or Annuity from Third Party

A Member may request that the Trustee apply the Benefit payable to the Member to purchase a Pension or Annuity for or in respect of the Member from a third party.

55.13 Allocated Pension

If the Agreed Pension is an Allocated Pension, then:

- (a) the Agreed Pension Rules in the Pension Agreement must specify all of the requirements of the "minimum standards" specified in the Act which must be met for the Agreed Pension to qualify as an Allocated Pension; and
- (b) the Allocated Pension ceases to be payable when the balance of the Pensioner's Pension Account is reduced to nil.

55.14 Account-Based Pension

If the Agreed Pension is an Account-Based Pension, then the Agreed Pension Rules in the Pension Agreement that apply to that Account-Based Pension must specify all of the requirements of the "minimum standards" specified in the Act which must be met for the Agreed Pension to qualify as an Account-Based Pension.

55.15 Lifetime Pension

If the Agreed Pension is a Lifetime Pension, then the following rules also apply to that Lifetime Pension:

- (a) the Agreed Pension Rules in the Pension Agreement that apply to that Lifetime Pension must specify all of the requirements of the minimum "pension standards" specified in the Act which must be met for the Agreed Pension to qualify as a Lifetime Pension; and
- (b) if necessary, the Trustee must obtain and act upon an actuarial certificate obtained from an Actuary as to the appropriate amount and manner of the payments of the Lifetime Pension after taking all relevant factors and assumptions into account, including the Pensioner's life expectancy, any Investment Strategy guidelines for that Lifetime Pension, the balance of the Pensioner's Pension Account, and any prudential requirements imposed on the Trustee by the Act in order that the Trustee can meet the requirements specified in paragraph (a) above.

55.16 Fixed Term Pension

If the Agreed Pension is a Fixed Term Pension, then the following rules also apply to that Fixed Term Pension:

- (a) the Agreed Pension Rules in the Pension Agreement that apply to that Fixed Term Pension must specify all of the requirements of the "minimum standards" specified in the Act which must be met for the Agreed Pension to qualify as a Fixed Term Pension;
- (b) if necessary, the Trustee must obtain and act upon an actuarial certificate obtained from an Actuary as to the appropriate amount and manner of the payments of the Fixed Term Pension after taking all relevant factors and assumptions into account, including the Pensioner's life expectancy, any Investment Strategy guidelines for that Fixed Term Pension, the balance of the Pensioner's Pension Account, and any prudential requirements imposed on the Trustee by the Act in order that the Trustee can meet the requirements specified in paragraph (a) above.

55.17 Market-Linked Pension

If the Agreed Pension is a Market-Linked Pension, then the Agreed Pension Rules in the Pension Agreement that apply to that Market-Linked Pension must specify all of the requirements of the "minimum standards" specified in the Act which must be met for the Agreed Pension to qualify as a Market-Linked Pension.

55.18 Non-commutable Allocated Pension

If the Agreed Pension is a Non-commutable Allocated Pension as defined in the Act, then the Agreed Pension Rules in the Pension Agreement that apply to that Non-commutable Allocated Pension must also specify all of the requirements of the "minimum standards" specified in the Act which must be met for the Agreed Pension to qualify as a Non-commutable Allocated Pension.

55.19 Non-commutable Pension

If the Agreed Pension is a Non-commutable Pension as defined in the Act, then the Agreed Pension Rules in the Pension Agreement that apply to that Non-commutable Pension must also specify all of the requirements of the "minimum standards" specified in the Act which must be met for the Agreed Pension to qualify as a Non-commutable Pension.

55.20 Transition to Retirement Income Stream

If the Agreed Pension is a Transition to Retirement Income Stream, then the Agreed Pension Rules in the Pension Agreement that apply to that Transition to Retirement Income Stream must specify all of the requirements of the "minimum standards" specified in the Act which must be met for the Agreed Pension to qualify as a Transition to Retirement Income Stream.

55.21 Non-commutable Income Stream

If the Agreed Pension is a Non-commutable Income Stream as defined in the Act, then the Agreed Pension Rules in the Pension Agreement that apply to that Non-commutable Income Stream must also specify all of the requirements of the "minimum standards" specified in the Act which must be met for the Agreed Pension to qualify as a Non-commutable Income Stream.

56. PAYMENT OF BENEFIT BY TRANSFER IN SPECIE**56.1 Transfer of Assets**

The Trustee may with the written consent of a Beneficiary to whom a Benefit is payable transfer any asset of the Fund to that Beneficiary in satisfaction of the payment of the whole or part of the amount of the Benefit as long as:

- (a) the amount of the Benefit which is satisfied is equivalent to the value of the asset so transferred;
- (b) the payment is made as a Superannuation Lump Sum and not as the payment of a Pension;
- (c) the Trustee is satisfied that the transfer is permitted by the Act; and
- (d) unless the Trustee otherwise determines, the value of any assets to be transferred must be based on the current market value of those assets.

56.2 Transfer of Policy of Insurance

If a Benefit is payable to a Beneficiary and the Benefit includes any interest in a Policy of Insurance, the Trustee may in its absolute discretion and in lieu of surrendering the Policy of Insurance assign the Policy of Insurance to that Beneficiary. The value of the Policy of Insurance as at the date of assignment must be debited as a payment made to the Beneficiary in the relevant Accumulation Account or Pension Account. Neither the Trustee nor an Employer is responsible for payment of any further premiums which become payable under the Policy of Insurance on and from the date of assignment.

57. RESTRICTIONS ON PAYMENT OR DEALINGS WITH BENEFITS

57.1 Compliance with the Act

- (a) The Trustee must not pay or deal with any Benefit or other amount from the Fund to or in respect of any Beneficiary in any circumstances which would cause the Trustee or the Fund to be in breach of any relevant requirement of the Act.
- (b) The Trustee may pay or deal with any Benefit to or in respect of a Member if the Trustee's action is permitted under this Deed or under the Act in respect to a member of an Australian complying regulated self managed superannuation fund.

57.2 Trustee Must Act

The Trustee must do anything necessary that the Trustee sees fit including adjusting the amount or terms of payment of Benefits in order to comply with any relevant requirements of the Act.

58. CONDITIONS FOR PAYMENT OF PRESERVED BENEFITS

58.1 Entitlement to Preserved Benefit

A Beneficiary is only entitled to receive a Benefit comprising preserved benefits within the meaning of, and as permitted by, the Act.

58.2 Unrestricted Non-Preserved Benefits

The Trustee may pay to a Beneficiary at any time any part of a Member's Benefit comprising unrestricted non-preserved benefits within the meaning of, and as permitted by, the Act.

58.3 Member May Request Transfer

A Member may request the Trustee to transfer the preserved Benefit to another Approved Superannuation Entity selected by the Member and in which the Member is a participant or eligible to participate.

58.4 Trustee may transfer Preserved Benefit

If the Trustee does not receive a request from a Member under clause 58.2 and the Trustee is satisfied that there exists an Approved Superannuation Entity in which the Member is a participant or eligible to participate and the trustees thereof are authorised and willing to accept a transfer of the preserved Benefit, then the Trustee may transfer that preserved Benefit to that other Approved Superannuation Entity without the Member's request or consent.

58.5 Power of Attorney

The Member will be deemed to have irrevocably appointed the Trustee as the attorney for that Member for the purpose of securing that Member's participation in the Approved Superannuation Entity to which the transfer is made and the Trustee may act unilaterally in the name of the Member for that purpose.

59. POSTPONEMENT OF BENEFIT PAYMENTS

59.1 To Facilitate Administration

Subject to the compliance with the Act, the Trustee may for the purpose of facilitating the administration of the Fund postpone the commencement of the payment of any Benefit for any period not exceeding six months or, with the approval of the Beneficiary to which the Benefit is payable, a longer period after the happening of the event upon which the Benefit becomes payable.

59.2 At Request of Beneficiary

Subject to the compliance with the Act, the Trustee may at the request in writing of any Beneficiary entitled to receive payment of a Benefit withhold payment of that Benefit for a period of time that is agreed between the Trustee and the Beneficiary.

60. TRANSFERS FROM APPROVED SUPERANNUATION ENTITIES

60.1 Trustee May Take Interest

If a Member is or was a member of or a beneficiary under any other Approved Superannuation Entity, the Trustee may at the request of that Member receive from the trustee of the other Approved Superannuation Entity the whole or any part of the interest of that Member in the other Approved Superannuation Entity.

60.2 Trustee To Hold Subject to this Deed

The Trustee must hold any interest transferred to the Trustee under this clause as part of the Fund in an Accumulation Account for that Member.

60.3 Payment of Special Unpreserved Benefits

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

60.4 Member Subject to Fund

A person whose interest in another Approved Superannuation Entity is transferred to the Fund under this clause becomes a Member and is subject to the rights and obligations of this Deed. If the Trustee so determines the Member becomes a Member of the Fund effective from the date on which the Member's interest was transferred to the Fund.

61. TRANSFERS TO APPROVED SUPERANNUATION ENTITIES

61.1 Trustee May Transfer with Member's Consent or Request

- (a) The Trustee may if requested by a Member, or if the Member consents subject to any conditions that the Trustee determines, transfer to any Approved Superannuation Entity in which the Member is or will be a participant or eligible to participate any Benefit of that Member as at the date of transfer ("the Transferred Amount").
- (b) If the Trustee requires further information in relation to the Member's request, the Trustee must within 10 working days after receiving the request, ask the Member for the information. If the Trustee has not received the information within 10 working days after making the request, the Trustee must make reasonable further inquiries of the Member to obtain the information.

61.2 Trustee May Transfer without Member's Consent

Subject to the requirements of the Act, the Trustee may, and where required by the Act must, without the Member's request or consent, transfer to any Approved Superannuation Entity in which the Member is or will be a participant or eligible to participate the Benefit of that Member as at the date of transfer ("the Transferred Amount").

61.3 Receipt of Transferred Amount

The receipt by the proper officer of the other Approved Superannuation Entity of the Transferred Amount will be a sufficient discharge to the Trustee. Neither the Trustee nor any Employer is responsible for the payment or disposal by the trustees of the other Approved Superannuation Entity of the Transferred Amount.

61.4 Extinguishment of Rights

Upon the Trustee completing the transfer of the Transferred Amount in respect of a Member all of the rights and interests of that Member in the Fund and under this Deed (and all rights and interests of any Beneficiary entitled to claim in respect of the Member) in respect of the Transferred Amount will come to an end.

61.5 Adjustment of Other Benefits upon Transfer

The Trustee may make any adjustments to the Benefit of the other Members of the Fund as the Trustee considers appropriate in the circumstances of any transfer but subject to the requirements of the Act. Any adjusted Benefits may be substituted for the Benefits otherwise provided under this Deed and this Deed will apply on the same terms to those adjusted Benefits.

61.6 Compliance with the Act

No Benefit may be transferred to another Approved Superannuation Entity if the Trustee or the Fund would breach a relevant requirement of the Act.

61.7 Transfer to Member's New SMSF

If the Trustee determines under clause 61.2 to transfer the Transferred Amount to an Approved Superannuation Entity which is to be a new self managed superannuation fund established for the Member (**Member's New SMSF**), the Trustee may rely on this Deed as a record and evidence of the Member's irrevocable consent to the Trustee:

- (a) establishing a company to act as trustee of the Member's New SMSF with the Member consenting to act as a sole director, secretary and shareholder of the company;
- (b) establishing and registering the Member's New SMSF on behalf of the Member; and
- (c) transferring the Transferred Amount to the Member's New SMSF.

61.8 Power of Attorney

The Member will be deemed to have irrevocably appointed the Trustee as the attorney for that Member for the purpose of securing that Member's participation in the Approved Superannuation Entity to which the transfer is made and the Trustee may act unilaterally in the name of the Member for that purpose.

62. MEMBER MAY REQUEST ROLLOVER PAYMENT

If a Member wishes to make a Rollover Payment of all or any of the Member's Benefit, the Member must complete and provide to the Trustee all documentation required by the Act to enable the Rollover Payment to be completed in accordance with the requirements of the Act.

63. TERMINATION OF THE FUND

63.1 Grounds for Termination

The Fund must be terminated if:

- (a) a resolution of the Members determines to terminate the Fund and they give notice in writing of the determination to the Trustee;
- (b) there are no Members in the Fund and no Beneficiary with any interest in the Fund; or
- (c) subject to a resolution (of approval) of the Members, the Trustee resolves to terminate the Fund.

63.2 Notice of Termination

Upon the termination of the Fund the Trustee must give notice in writing to each Employer and each of the Members that the Fund has or is to be terminated as from a specified date ("the Termination Date").

63.3 Winding up of the Fund

On and from the Termination Date:

- (a) no further Contributions may be made or accepted other than any arrears of Contributions due prior to the Termination Date;

- (b) the Trustee must call up and collect any arrears of Contributions;
- (c) the Trustee must pay out of the Fund any expenses incurred by or on behalf of the Fund;
- (d) the Trustee must distribute the balance of the Fund in a manner that the Trustee considers appropriate in accordance with the Deed until all Benefits which are or could become payable to Beneficiaries have been paid, applied or dealt with by the Trustee;
- (e) the Trustee must otherwise continue to administer the Fund in accordance with the Deed;
- (f) if a surplus in the Fund remains after the payment of all Benefits to Members or their Dependants, the Trustee must distribute the surplus to or for the benefit of any Members or former Members, any Dependants of those Members or former Members, or the Legal Personal Representatives of any such Members, former Members, or Dependants, as the Trustee determines in its discretion; and
- (g) the Trustee must take all other necessary steps, including lodging a final return with the Responsible Authority, to wind up the Fund in accordance with the requirements of the Act.

64. DISSOLUTION OF THE FUND

Upon the satisfactory winding up of the Fund by the Trustee pursuant to clause 63.3, the Fund will be deemed to be dissolved.

65. AVAILABILITY OF DEED

The Trustee must keep a copy of this Deed and make it available for inspection during normal business hours by any person who is, or was within the preceding 12 months, a Beneficiary.

66. AMENDMENT OF DEED

66.1 Who may Amend

- (a) The Trustee may at any time amend, add to, vary or rescind any of the provisions of this Deed (including this clause) ("the Amendment") subject to this clause and the compliance with the Act.
- (b) The Trustee must amend, add to, vary or rescind any of the provisions of this Deed (including this clause) ("the Amendment") in accordance with and to give effect to a resolution of the Members concerning the Amendment, but subject to this clause and the compliance with the Act.

66.2 How Amendment Effected

The Amendment must be made by:

- (a) a deed executed by the Trustee; or
- (b) an oral declaration or written resolution of the Trustee which is evidenced by a minute of meeting of the Trustee confirming the oral declaration or written resolution.

66.3 Date of Amendment

The Amendment may be effective from the date on which the Amendment is made or from any earlier or later date that is specified for that purpose in the deed or minute of meeting effecting the Amendment.

66.4 Consent by Beneficiary

If a proposed Amendment would adversely alter the Benefit of any Beneficiary, the proposed Amendment must not be made or become effective unless:

- (a) the Trustee has obtained that Beneficiary's consent in writing to the Amendment by following the procedure specified in the Act; or
- (b) the Act permits the proposed Amendment to be made by the Trustee without that Beneficiary's consent.

66.5 Notice to Members

As soon as practicable after the Deed has been amended, the Trustee must give to each Member a written statement explaining the nature and purpose of the Amendment and the effect of the Amendment on the entitlement of the Members.

66.6 Notice to Responsible Authority

If required by the Act, the Trustee must lodge a copy of the Deed or Minutes of Meeting effecting the Amendment with the Responsible Authority.

66.7 Amendments concerning Compliance with the Act

If the proposed Amendment is to be made to enable the Fund to comply with any relevant requirement of the Act, the Amendment may be made without the consent of any Member even if the Member's Benefit may be adversely altered by the Amendment.

66.8 Restriction on Amendments

An Amendment must not be made to this Deed (including an Amendment to this clause) if it would have the effect or result that the Fund does not have or will not continue to have:

- (a) the sole or primary purpose of providing Old-Age Pensions as provided in this Deed; **AND OR IN THE ALTERNATIVE,**
- (b) a company as the Corporate Trustee of the Fund.

67. TAXATION**67.1 Taxation of Benefits**

If any Taxation is payable in respect of a Benefit payable to a Beneficiary, then the Trustee must if required by the Act deduct or arrange to have deducted the amount of the Taxation (including any interest payable thereon) from the Benefit, and account for the Taxation to the proper Responsible Authority and pay the net Benefit to that Beneficiary.

50.2 Amount

The Death Benefit is the aggregate of:

- (a) the balance of the Member's Accumulation Account as at the date upon which payment is made ("**Accumulation Account Balance**"); and
- (b) if as a result of the Member's death, the Trustee receives the proceeds of any Policy of Insurance effected on behalf of the Member under this Deed ("**Insurance Proceeds**");
 - (i) subject to the requirements of the Act, a proportion expressed as a percentage (which percentage may be anything from 0% to 100% inclusive) of the Insurance Proceeds that the Trustee and the Member have agreed in writing prior to the death of a Member, will be included in the Death Benefit which becomes payable upon the death of that Member ("**Agreed Proportion**") and the remainder (if any) of the Insurance Proceeds may be retained by the Trustee and credited to the Reserve Account; or
 - (ii) if the Member has died without having made an agreement with the Trustee as to the Agreed Proportion under clause 50.2(b)(i), a proportion expressed as a percentage (which percentage may be anything from 0% to 100% inclusive) of the Insurance Proceeds that the Trustee considers in its absolute discretion to be reasonable to include as part of the Member's Death Benefit, and the remainder (if any) of the Insurance Proceeds may be retained by the Trustee and credited to the Reserve Account; and
- (b) any other amount (including a Tax Saving Amount) that the Trustee may determine to include in the Death Benefit in a manner that complies with the Act.

50.3 Manner of Payment - Trustee's Discretion

- (a) A Death Benefit may be paid in a manner that the Trustee determines in its discretion in the form of a Pension, the purchase of an Annuity or a lump sum or any one or more of those forms.
- (b) The Trustee must not pay a Death Benefit to a Dependant of a deceased Member as a Pension if doing so is prohibited by the Act.
- (c) Without limitation to clause 50.3(b), if a Member dies on or after 1 July 2007, a Beneficiary shall not be entitled to receive payment of the Member's Benefit as a Pension unless, at the time of the Member's death, the Beneficiary:
 - (i) is a Dependant of the Member within the meaning of the Act; and
 - (ii) in the case of a child of the Member:
 - (A) is less than 18 years of age; or
 - (B) being 18 or more years of age:
 - (I) is financially dependent on the member and less than 25 years of age; or
 - (II) has a disability of the kind described in subsection 8(1) of the *Disability Services Act 1986*.
- (d) Except where clause (c)(ii)(B)(II) applies, a Beneficiary who is a child of the deceased Member cannot continue to receive the payment of the deceased Member's Death Benefit in the form of a Pension on becoming 25 years of age, and the Benefit must then be commuted to a Superannuation Lump Sum.

67.2 Taxation on Contributions

If any Taxation is payable in respect of any Contribution made by or on behalf of a Member, the Trustee must if required by the Act deduct or arrange to have deducted the amount of the Taxation (including any interest payable thereon) from the relevant Member's Accumulation Account, and account for the Taxation to the proper Responsible Authority.

67.3 Taxation on Income

If any Taxation is payable in respect of any Income of the Fund, the Trustee must if required by the Act deduct or arrange to have deducted the amount of the Taxation (including any interest payable thereon) from the Income Account or other relevant Account determined by the Trustee, and account for the Taxation to the proper Responsible Authority.

68. PROOF OF ENTITLEMENT BY BENEFICIARIES

Any person claiming to be entitled to any Benefit must, if requested by the Trustee produce to the Trustee satisfactory evidence of that entitlement and do the acts and execute the documents that the Trustee may reasonably require.

69. NO PERSONAL CLAIM OF MEMBERS OR DEPENDANTS FOR INTEREST

No Beneficiary or person claiming through or on behalf of a Beneficiary is entitled to claim payment of any interest in the Fund, except as provided in this Deed.

70. COMPENSATION RIGHTS OF MEMBERS NOT LIMITED

This Deed does not affect any rights of a Member or the Legal Personal Representative of a Member arising under any statutory enactment or at common law in circumstances where the Member is injured or dies as a result of an event arising in the course of the employment of the Member.

71. FAMILY LAW PROCEEDINGS**71.1 Operation of this Clause**

- (a) Without limitation to clause 3 of this Deed, the Trustee must act in conformity with any obligations imposed on the Trustee under the Family Law Act ("the Act") even if this Deed does not authorise that act or prohibits that act.
- (b) An expression that is defined in the Act will have the same meaning when that expression is used in this clause.

71.2 Superannuation Agreement

- (a) The Trustee must comply with the Act in giving effect to a superannuation agreement that is in force and made under the Act between a Member and a non-member spouse of that Member.
- (b) Whenever any splittable payment becomes payable in respect of a superannuation interest identified in the superannuation agreement which is not an unsplitable interest:
 - (i) the Trustee must pay to the non-member spouse the amount (if any) calculated in accordance with the Act; and

- (ii) the Trustee must make a corresponding reduction in the Benefit Entitlement of the Member to whom the splittable payment would have been made but for the payment split.
- (c) The payment of the entitlement of the non-member spouse under a payment split must, if required by the SIS Act, be made by the Trustee to a regulated superannuation fund or retirement savings account for the benefit of the non-member spouse.

71.3 Court Order

The Trustee must comply with any order made by a court that imposes obligations on the Trustee under the Act.

71.4 Request for Information

The Trustee must comply in the manner prescribed by the Act with any proper application made to the Trustee under the Act by an eligible person for information about the superannuation interest of a Member.

72. PRIVACY

The Trustee must comply, and ensure that the Fund complies, with all relevant requirements of the Privacy Act to the extent that they are applicable to the Trustee or the Fund.



NAB Business Everyday Account 161

For further information call 13 22 65 for Personal Accounts or 13 10 12 for Business Accounts.

010/009209



CADDICK FAMILY TRUST SUPERANNUATION FUND
PO BOX W4
WATSONS BAY NSW 2030

Account Balance Summary

Opening balance	\$31,153.82	Cr
Total credits	\$0.00	
Total debits	\$10.00	
Closing balance	\$31,143.82	Cr

Statement starts 31 October 2020
Statement ends 30 November 2020

Outlet Details

Crows Nest
32 Willoughby Rd, Crows Nest NSW 2065

Account Details

CADDICK FAMILY TRUST SUPERANNUATION FUND
BUSINESS MANAGEMENT

BSB number [REDACTED]
Account number [REDACTED]

Transaction Details

Date	Particulars	Debits	Credits	Balance
31 Oct 2020	Brought forward			31,153.82 Cr
30 Nov 2020	TRANSACTION SUMMARY	QUANTITY	U/COST	FEE
	Transaction Fees			\$0.00
	Flat Monthly Fee			\$10.00
	Total Fees Charged			\$10.00
	Account Fees	10.00		31,143.82 Cr

Summary of Government Charges

	From 1 July to date	Last year to 30 June
Government		
Withholding tax	\$0.00	\$0.00
Bank Account Debit (BAD) tax	\$0.00	\$0.00

Bank Accounts Debits (BAD) Tax or State Debits Duty has been abolished for all states & territories effective 1/7/2005. Any amount shown on this statement applies to debits processed on or before 30/06/2005.

For further information on any applicable rebates, fees or government charges, please refer to the NAB's "A Guide to Fees & Charges" booklet. Please retain this statement for taxation purposes

Explanatory Notes

Please check all entries and report any apparent error or possible unauthorised transaction immediately.

We may subsequently adjust debits and credits, which may result in a change to your account balance to accurately reflect the obligations between us.

For information on resolving problems or disputes, contact us on 1800 152 015, or ask at any NAB branch.

335/78/02/1009209/5014039/1028077



010/003344



CADDICK FAMILY TRUST SUPERANNUATION FUND
 PO BOX W4
 WATSONS BAY NSW 2030

Account Balance Summary

Opening balance	\$31,143.82 Cr
Total credits	\$0.00
Total debits	\$10.00
Closing balance	\$31,133.82 Cr

Statement starts 1 December 2020
Statement ends 31 December 2020

Outlet Details

Crows Nest
 32 Willoughby Rd, Crows Nest NSW 2065

Account Details

CADDICK FAMILY TRUST SUPERANNUATION FUND
 BUSINESS MANAGEMENT

BSB number [REDACTED]
 Account number [REDACTED]

Transaction Details

Date	Particulars	Debits	Credits	Balance
1 Dec 2020	Brought forward			31,143.82 Cr
31 Dec 2020	TRANSACTION SUMMARY			
	Transaction Fees		\$0.00	
	Flat Monthly Fee		\$10.00	
	Total Fees Charged		\$10.00	
	Account Fees	10.00		31,133.82 Cr

Summary of Government Charges

	From 1 July to date	Last year to 30 June
Government		
Withholding tax	\$0.00	\$0.00
Bank Account Debit (BAD) tax	\$0.00	\$0.00

Bank Accounts Debits (BAD) Tax or State Debits Duty has been abolished for all states & territories effective 1/7/2005. Any amount shown on this statement applies to debits processed on or before 30/06/2005.

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Explanatory Notes

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010/009930



CADDICK FAMILY TRUST SUPERANNUATION FUND
 PO BOX W4
 WATSONS BAY NSW 2030

Account Balance Summary

Opening balance	\$31,133.82 Cr
Total credits	\$0.00
Total debits	\$10.00
Closing balance	\$31,123.82 Cr

Statement starts 1 January 2021
Statement ends 29 January 2021

Outlet Details

Crows Nest
 32 Willoughby Rd, Crows Nest NSW 2065

Account Details

CADDICK FAMILY TRUST SUPERANNUATION FUND
 BUSINESS MANAGEMENT
 BSB number [REDACTED]
 Account number [REDACTED]

Transaction Details

Date	Particulars	Debits	Credits	Balance
1 Jan 2021	Brought forward			31,133.82 Cr
29 Jan 2021	TRANSACTION SUMMARY	QUANTITY	U/COST	FEE
	Transaction Fees			\$0.00
	Flat Monthly Fee			\$10.00
	Total Fees Charged			\$10.00
	Account Fees	10.00		31,123.82 Cr

Summary of Government Charges

Government	From 1 July to date	Last year to 30 June
Withholding tax	\$0.00	\$0.00
Bank Account Debit (BAD) tax	\$0.00	\$0.00

Bank Accounts Debits (BAD) Tax or State Debits Duty has been abolished for all states & territories effective 1/7/2005. Any amount shown on this statement applies to debits processed on or before 30/06/2005.

For further information on any applicable rebates, fees or government charges, please refer to the NAB's "A Guide to Fees & Charges" booklet. Please retain this statement for taxation purposes

Explanatory Notes

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For information on resolving problems or disputes, contact us on 1800 152 015, or ask at any NAB branch.

029/78/02/AM009930/S014359/1028717

Kyna Messias

From: Anthony Caddick [REDACTED]
Sent: Friday, 14 January 2022 12:58 PM
To: Michael Hayter
Cc: Kyna Messias; Suzi Stojanovski
Subject: Re: 20220114 - Correspondence to Anthony Caddick re [REDACTED] Bank Accounts [SWA-AB.FID348319]
Attachments: 20220114 - Correspondence to Anthony Caddick re [REDACTED] Bank Accounts.pdf; 20220114 - Correspondence to Anthony Koletti regarding [REDACTED] Bank Accounts (003)_Redacted.pdf

Hi Michael

I've spoken with [REDACTED] not Anthony Koletti in this regard. Just for the record it's my understanding that while Koletti is legally [REDACTED] step father he has no other legal rights over [REDACTED] I am his biological father and court endorsed guardian for [REDACTED] health, schooling and anything else.

I do not want [REDACTED] joined in any proceedings whatsoever and frankly I doubt that Mr Koletti has any idea what he's doing.

After speaking with [REDACTED] today I got the impression that he didn't know that the 2 accounts youve referenced even existed and he did not convey to me any desire to make a claim in that regard and I certainly make no claim to those funds on his behalf. Those funds should be returned to the defrauded investors. Mr Koletti had not to date discussed this letter with [REDACTED].

Separately, thank you for confirming in that letter the likely dates re the vacation of the house. [REDACTED] is aware that he needs to vacate the dover heights property he just wasn't sure by what date and is not making any claim for himself to stay at the property. [REDACTED] has and will always have a room here at our house at all times and knows that we are very happy for him to live here with us full time. I don't know or care about Mr Koletti and his living arrangements. If [REDACTED] wants to continue to reside some of his time with Mr Koletti in the eastern suburbs closer to he school etc we will not object to his decision to do so but we will not be funding that in any shape or form and I will want to know the details of where when and anything else prior to that.

Lastly and for your information only my wife and I have recently come to an agreement with [REDACTED] school [REDACTED] and paid upfront all [REDACTED] outstanding and future school fees so that he can remain at [REDACTED] for the rest of his secondary schooling. [REDACTED] is aware of that.

Kind regards

Anthony Caddick

Sent from my iPhone

On 14 Jan 2022, at 10:04 am, Michael Hayter <mkh@swaab.com.au> wrote:

Dear Mr Caddick,

Please see attached correspondence.

Kind regards,

Sent for and on behalf of

Michael Hayter

Partner

Swaab

T +61 2 9233 5544 | F +61 2 9233 5400

mkh@swaab.com.au | www.swaab.com.au | Profile | vCard

Swaab

Level 4, 20 Hunter Street, Sydney NSW 2000 | DX 522 Sydney

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Date: 20/09/2022

MRS MELISSA LOUISE CADDICK
PO Box W4

Watsons Bay
nsw 2030
AUSTRALIA

Dear Sir/Madam,

Thank you for your enquiry and below is the account balance(s) of your portfolio as at: 20/09/2022

Total Value: \$2,671.55

INSURANCE AUSTRALIA GROUP LIMITED IAG ORDINARY FULLY PAID				Price: \$4.49
Name	Share Type	Register	Quantity	Value
MRS MELISSA LOUISE CADDICK I*****4306	Issuer Sponsored	NSW	595	\$2,671.55
Total			595	\$2,671.55

Total Value: \$2,671.55

Sincerely,
Computershare

Only Computershare managed holdings are listed.

Photo	DESCRIPTION
1001	Outdoor Setting with 6 Chairs
1002	Side Table
1003	
1004	Rowing Machine - Pure Design PR8
1005	
1006	Spin Bike, Lemond Rev Master
1007	Gym Bench - Fixed
1008	
1009	
1010	
1011	QTY Gym Weights, Dumbbells, Kettles, Resistance Bands, Boxing Gloves, Pull Up Bar
1012	
1013	
1014	
1015	Dyson Airblade Fan
1016	Powerplate Exercise Machine
1017	
1018	
1019	Assorted Skis and Snowboard Equipment
1020	
1021	
1022	
1023	
1024	
1025	
1026	
1027	
1028	Assorted Books - refer to attached listing
1029	
1030	
1031	
1032	
1033	
1034	
1035	
1036	
1037	
1038	
1039	Artwork- Refer Artwork Valuation
1040	
1041	
1042	
1043	
1044	Lounge Suite, Beige Leather with Timber Ends
1045	Arm Chair, Beige Leather with Timber End
1046	Dyson Vacuum Cleaner
1047	2x Stainless Steel/Plastic Containers
1048	Frosted Glass Bowl
1049	Amythest Heart Ornament
1050	Glass Candle Holder
1051	Audi Sport Set of 4 Stopwatches in Case
1052	2x Gohome Hollywood Timber Chairs
1053	6 Bar Stools, Mobles114 Gimlet, Black Top Chrome Base
1054	Georg Jensen Stainless Steel Vase
1055	Georg Jensen Stainless Steel Wall Clock
1056	Georg Jensen Stainless Steel Serving Tray with Lid
1057	Georg Jensen Stainless Steel Serving Bowls, Set of 4
1058	Georg Jensen Stainless Steel Serving Bowl
1059	Georg Jensen Stainless Steel Paper Towel Holder
1060	Georg Jensen Stainless Steel Vases
1061	Le Creuset Saucepans, 4x Assorted
1062	
1063	
1064	Assorted Candles, including The White Company: Noir, White Lavender, Tuscan Fig; Morgan &
1065	Finch: Tropical Crush; Esteban - Cedre; Ecoya - 2x French Pear, Lotus Flower;
1066	
1067	
1068	Assorted Servingware
1069	Manfrotto MT293C4 Tripod with 494RC2 Ball Head

Photo	DESCRIPTION
1070	10M Extension Lead
1071	Gaming Computer in Lian Li Case, Asus Strix Z370-E Gaming Motherboard. Note: CPU and CPU Cooler Removed
1072	
1073	
1074	
1075	Alienware AW2518HF Gaming Monitor
1076	Board Games
1077	
1078	
1079	
1080	PS4 Games, DVD's & CD's, Assorted
1081	
1082	
1083	Vacuum Cleaner Tennant V5
1084	Settee, 3 seat, Tan Fabric
1085	Sonance Sub 10-150 Subwoofer
1086	Skateboard Decorative Display
1087	Samick Polaris Takedown Recurve Bow, 54", 24lbs
1088	Shred Skateboard
1089	Gas Lift Office Chair
1090	Ride LX Snowboard Bindings
1091	King Bed, Adjustable
1092	Corner Armchair, Designer Style
1093	Layback Lounge Chair, B&B Italia, Designer Style
1094	Kobra Paper Shredder
1095	
1096	Printer, Fuji Xerox Docuprint XM 505DN
1097	
1098	Office Armchair
1099	Office Armchair
1100	3x Office Gaslift Chairs
1101	
1102	3x Ruinart Champagne Blanc de Blanc
1103	10x Ruinart Rose
1104	4 x Bannockburn Geelong SRH 2013
1118	4 x Grosset Pinot Noir 2011
1119	1 x Grosset Pinot Noir 2010
1105	21 x Scarborough Wine Co Chardonnay 2017
1106	
1111	1 x Henschke Henrys Seven 2016
1117	1 x Lehmann Barossa Stonewall Shiraz 2012
1114	4 x Petaluma 2018 Chardonnay
1107	4 x Savaterre Chardonnay 2017
1108	1 x Savaterre Chardonnay 2016
1109	8 x Savaterre Chardonnay 2015
1110	7 x Savaterre Chardonnay 2014
1112	1 x Shaw and Smith 2013 Sav Blanc (Not Photographed)
1116	4 x LaBoheme Act Two Yarra Valley Pinot Noir Rose
1113	1 x Bianco Serco 2014
1115	11 x Charles Melton Rose of Virginia 2014/2015
1120	1 x Chivas Regal 18YO 1x Talisker Single Malt 10YO
1121	Vintec Wine Fridge
1122	
1123	Pet Carrier
1124	3 x Assorted Tennis Rackets
1125	
1126	Arcade Game, Smoking Token
1127	Treadmill, Avanti
1128	Gardeline Electric Blower Vac
1129	Ryobi OLT1830 Cordless Line Trimmer Ryobi CBL1082 Cordless Blower
1130	Ryobi OLM1836H Cordless Electric Mower
1131	Merida Big Seven 10 Mens Bike
1132	Merida Juliet 7.10 Womens Bike
1133	Wethepeople Childs Bike
1134	Bailey 5ft Aluminium Step Ladder
1135	Mote 10ft Aluminium Step Ladder
1136	2 x Karcher Pressure Washers
1137	Skateboard & 2x Pair Roller Blades

Title	Author
Total Leadfoot	Tony Davis
For the Love of Provence	Rachael Hale McKenna
Gard sauvage	O. Boura & T. Vezon
Best Australian Architecture	Gary Takle
The Car	Rod Green
Dali	Ramon Gomez de la Serna
Inspiration Dior	Florence Muller
New York	Reuel Golden
Extreme Earth	Michael Martin
Good Omens	Terry Pratchett & Neil Gaiman
How Music Works	David Byrne
Nude Bible	Philippe De Baeck
Humans of New York	Brandon Stanton
The Art Book	Phaidon Editors
Impressionism	Scala Publishers
Claude Monet	
John Olsen: Drawing - The Human Touch	Ken McGregor
The Stylish Life: Skiing	teNeues
Australia 150 Photographs	Rex Dupain
Gerstein Works	David Gerstein
Life's a Journey	Ken Duncan
Art Deco	Pulteney Press
The New York Dog	Rachel Hale McKenna
John Olsen - An Artist's Life	Darleen Bungey
1001 Guitars to Dream of Playing Before You Die	Terry Burrows
LaFerrari Dynamic Art	Skira
Sketchbook Drawing	Adrian Lockhart
Spirit Country: Contemporary Australian Aboriginal Art	Jennifer Isaacs
Colours of the Earth: Our Planet's Most Fascinating Nature	Monaco Books
The Iconic Photographs	Steve McCurry
Barneys	Christopher Bollen
Supercars	Michael Beazley
The Colour of Bondi	Rex Dupain
The Little Black Jacket: Chanel's Classic Revisited	Karl Lagerfeld & Carine Roitfeld
The French Dog	Rachel McKenna
Chanel : Collections and Creations	Daniele Bott
John Olsen	Deborah Hart
Alexander McQueen: Genius of a Generation	Kristen Knox
Moments: The Pulitzer Prize-Winning Photographs	Hal Buell
New York: A Photographer's City	Hamburg Kennedy
High Heels	Ivan Vartanian
Scarves	Albrechtsen & Solanke
Louis Vuitton: Art, Fashion and Architecture	Jill Gasparina
Obsessive Creative	Collette Dinnigan
The French Cat	Rachael McKenna
Dior by Dior	Christian Dior
Dior Joaillerie: The A to Z of Victoire de Castellane	Victoire de Castellane
Cartier: The Exhibition	Margaret Young-Sanchez
Flower Addict	Saskia Havekes
Helmut Newton	Taschen
In The Spirit of Aspen	Assouline
Chanel Catwalk	Patrick Mauries, Adelia Sabatini
Diamond Divas	Vinciane Van Grotenhuis van Onstein
Genesis	Sebastiao Salgado
Romance of the Golconda Diamonds	Omar Khalidi
Pigeon Blood Valley	Adolf Peretti & Thierry Falise
Catching the Light	Bruce Munro
Vogue on Location: People, Places, Portraits	Vogue Editors

2 September 2022

Baker McKenzie
Tower One - International Towers Sydney
Level 46, 100 Barangaroo Avenue
SYDNEY NSW 2000

ABN 71 028 846 652

Level 4, 20 Hunter Street
Sydney NSW 2000

DX 522 Sydney NSW

T +61 2 9233 5544
F +61 2 9233 5400

swaab.com.au

Dear Ms Gillingham

**ASIC v Caddick
Claims by the Grimleys in respect of the items in the Pickles Report.**

We refer to your letter dated 26 August 2022

Jewellery

We shall revert back to you once our clients take possession of the items to arrange a mutually convenient time for your clients to inspect.

Other items

We note your clients' claim. Our clients are considering their position and shall respond to your office in due course.

Items left at the Dover Heights Property

We are instructed that our clients propose to make the remaining items available for inspection in the garage of the Dover Heights Property on:

Tuesday 6 September 2022

9 am - 12 noon

or

Wednesday 7 September 2022

9 am - 12 noon

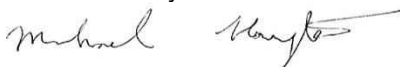
Please advise by **12 noon Monday 5 September 2022** if your client wishes to have the opportunity to review the items and advise our office of:

1. The time your client proposes to attend; and
2. The identity of the people proposing to attend.

We note that there are approximately twenty-five (25) boxes of items to inspect and therefore we request that your clients / your clients' representatives arrive no later than 11am.

Should the proposed dates be inconvenient, and in light of the coronial inquest, our client proposes to move to remaining items to a storage facility until mid-October 2022 pending which it is our clients intention to deal with the items by way of sale or disposal.

Yours sincerely



Michael Hayter

Contact

Michael Hayter
Partner

mkh@swaab.com.au

Our ref

222768

By email

Kate.Gillingham@bakermckenzie.com

Maria.obrien@bakermckenzie.com

Millie.Garvin@bakermckenzie.com

Cal.Dioluin@bakermckenzie.com

2 September 2022

ABN 71 028 846 652

Level 4, 20 Hunter Street
Sydney NSW 2000

DX 522 Sydney NSW

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F +61 2 9233 5400

swaab.com.au

Adam Grimley
[REDACTED]
[REDACTED]

Dear Mr Grimley

Receivership of Melissa Louise Caddick

We refer to our previous correspondence.

As you are aware, our clients are in the process of selling the Dover Heights Property. During that process, there were a number of items in the property which our clients have identified have limited or no commercial value. Our clients intend to offer you the opportunity to inspect and advise what items are of interest. Such items include kitchenware and various other paraphernalia.

Our clients propose to make the remaining items available for inspection in the garage of the Dover Heights Property on:

Tuesday 6 September 2022

9 am - 12 noon

or

Wednesday 7 September 2022

9 am - 12 noon

Contact

Michael Hayter
Partner

mkh@swaab.com.au

Our ref

222767

By email
[REDACTED]

Please advise by **12 noon Monday 5 September 2022** if you wish to have the opportunity to review the items and advise our office of:

1. The time you propose to attend; and
2. The identity of the people proposing to attend.

We note that there are approximately twenty-five (25) boxes of items to inspect and therefore we request that you or your representative arrive no later than 11am.

Should the proposed dates be inconvenient, and in light of the coronial inquest, our clients propose to move to remaining items to a storage facility until mid-October 2022 pending which it is our clients intention to deal with the items by way of sale or disposal.

Could you please let us know urgently whether or not you wish to inspect such items?

Yours sincerely,



Michael Hayter

2 September 2022

ABN 71 028 846 652

Level 4, 20 Hunter Street
Sydney NSW 2000

DX 522 Sydney NSW

T +61 2 9233 5544
F +61 2 9233 5400

swaab.com.au

Ms Judy Swan
Swan Lawyers
87 Victoria Road
BELLEVUE HILL NSW 2023

Dear Ms Swan

Caddick (Receivership)
RE: Anthony Koletti

We refer to our letter dated 17 August 2022.

We note that your client has not complied with our clients' request for the return certain items of Receivership Property or provided our office with the courtesy of a reply generally.

Item taken from the Dover Heights Property

Given the time that has elapsed, we request that your client return the items identified in our previous correspondence or otherwise reply by **Friday 9 September 2022**.

Should your client not respond by such date, our clients will consider whether it is appropriate to commence proceedings regarding the possession and the realisation of those items of Receivership Property. Please confirm that you will accept service.

Items that your client left in the Dover Heights Property

We also note that your client has not responded to our clients' invitation to inspect and take additional items left at the Dover Heights Property.

We are instructed that our clients propose to make the remaining items available for inspection in the garage of the Dover Heights Property on:

Tuesday 6 September 2022

9 am - 12 noon

or

Wednesday 7 September 2022

9 am - 12 noon

Please advise by **12 noon Monday 5 September 2022** if your client wishes to have the opportunity to review the items and advise our office of:

1. the time your client proposes to attend; and
2. the identity of the people proposing to attend.

Partner
Michael Hayter

Contact
Kellie Van Munster
Senior Associate
kvm@swaab.com.au
mkh@swaab.com.au

Our ref: 222766

By email:
judy.swan@swanlawyers.com.au

sarah.swan@swanlawyers.com.au



We note that there are approximately twenty-five (25) boxes of items to inspect and therefore we request that your client / your client's representatives arrive no later than 11am.

Should the proposed dates be inconvenient, and in light of the coronial inquest, our client proposes to move to remaining items to a storage facility until mid-October 2022 pending which it is our client's intention to deal with the items by way of sale or disposal.

We look forward to your client's reply.

Regards

A handwritten signature in black ink, appearing to read "Michael Hayter". The signature is written in a cursive style with a long horizontal stroke extending from the end.

Michael Hayter

Michael Hayter
Swaab Lawyers

Dear Mr Hayter,

I refer to your letter of 24 November.

I confirm that I am still the carer for [REDACTED] Caddick.

I refer to the listing of specific receivership property on page 2 of your letter and seek to confirm that the following is not receivership property:

- Any bank accounts in the name of [REDACTED] [REDACTED]
- All personal effects of [REDACTED]
- All personal effects of myself, including watches and jewellery. Some of this includes jewellery given by Stefano Canturi to me. (See Annexure A)

In the event that you consider the above to be receivership property, please advise and I will provide further details regarding objections to sale.

There are certain items in the personal effects which I object to selling. That is because, although they fall into the definition of receivership property, they were either:

- Given to Melissa, either by myself or third persons (and therefore not purchased with investor funds); or
- Purchased prior to any funds were received from investors

and as such, cannot be traced into.

Further, they are unique and/or sentimental such that the proceeds would not adequately compensate our family.

These include:

- The John Olsen paintings
- Melissa's engagement and wedding ring (see Annexure B)
- Handbags that I gave to Melissa: a blue Bugatti bag, and a floral print Louis Vuitton sequence bag

I will also note that I believe that the Audi R8 is held (at least in part) on resulting trust for me.

Throughout our relationship, I gave the majority of my income from hairdressing to Melissa for the purposes of paying for the financing of the R8 (and previously, the RS5). In addition, I provided my previous cars as trade-ins for the purchase of the various Audi vehicles.

I have enclosed (as Annexure C) a copy of my business bank account statement which has been highlighted in places to identify cash withdrawals which were given to Melissa for this purpose. There is also a summary worksheet which tabulates the highlighted entries.

For the years prior to 2017, I gave money to Melissa for this purpose in a similar proportion to my income. I have sought additional records from the ATO and my bank and will provide these when available.

In making these objections, I only identify objections to the possession and sale of property, and reserve rights regarding any property interests I have in the Receivership property in my own right, and as a potential claimant on Melissa's estate either in probate or under family law proceedings. I will make those claims at the time you approach the Court to distribute the proceeds of the Receivership Property.

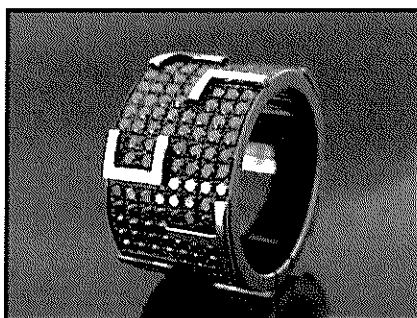
Annexure A

CANTURIMs Melissa Caddick
[REDACTED]Appraisal Number: SV2714958
Monday, 23 November 2020**Description of Article****Dress Ring Gents** from the Labyrinth Collection.

18ct WHITE GOLD LABYRINTH FULL DIA RING SET WITH 250=3.93ct BLACK ROUND BRILLIANT CUT DIAMONDS.

Signed: CANTURI 750 ©

Article Weight: 23.27 grams

This piece is exclusive to **CANTURI** Jewels.**Total** | **\$18,150.00***The amount specified above is current as at the date of listing, and is subject to change without notification.*

Gifted from
Stefano Canturi
for Anthony Koletti

Canturi Corporation Pty Ltd | ABN 80 071 862 952
Australia: 1300 883 883 www.canturi.com Email: info@canturi.com

SYDNEY

BRISBANE

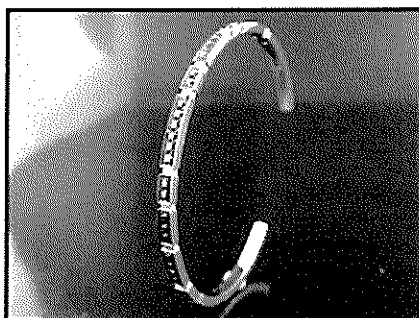
MELBOURNE

CANTURIMs Melissa Caddick
[REDACTED]Appraisal Number: SV526323
Monday, 23 November 2020**Description of Article****Bangle - Stone Set** from the ETERNAL Collection.

18ct PINK GOLD ETERNAL FULL DIAMOND WRIST CLIP SET WITH 32x0.03ct ROUND BRILLIANT CUT BLACK DIAMONDS AND 0.02ct ROUND BRILLIANT CUT RUBY IN THE CLASP.

Signed: CAN 750 C 526323

Article Weight: 13.33 grams

This piece is exclusive to **CANTURI** Jewels.

Total	\$6,700.00
--------------	-------------------

The amount specified above is current as at the date of listing, and is subject to change without notification.

gifted from
Stefano Canturi
to Anthony Koletti

Canturi Corporation Pty Ltd | ABN 80 071 862 952
Australia: 1300 883 883 www.canturi.com Email: info@canturi.com

SYDNEY

BRISBANE

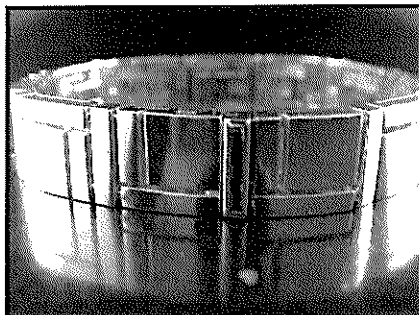
MELBOURNE

CANTURIMs Melissa Caddick
[REDACTED]Appraisal Number: SV2712130
Monday, 23 November 2020**Description of Article****Bracelet - Plain** from the Cubism Plain Collection.

18ct WHITE GOLD CUBISM BRACELET PLAIN WITH 0.11ct BAGUETTE CUT BLACK SAPPHIRES IN CLASP

Signed: CANTURI 750 TM

Article Weight: 78.00 grams

This piece is exclusive to **CANTURI** Jewels.

Total	\$26,800.00
--------------	--------------------

The amount specified above is current as at the date of listing, and is subject to change without notification.

Canturi Corporation Pty Ltd | ABN 80 071 862 952
Australia: 1300 883 883 www.canturi.com Email: info@canturi.com

SYDNEY**BRISBANE****MELBOURNE**

CANTURI**TAX INVOICE****Purchase Order**P / Order No: 2108262
Date Printed: 17-Nov-2020Received From:
Ms Melissa Caddick (2605843) [REDACTED]
[REDACTED] AUSTRALIA

Shipping Address:

Items on Purchase Order:

Code	Description	Price
2712130	18ct WG CUBISM BLT PLAIN+BLACK SAP CLASP	\$13,000.00
	Opening Amount:	\$13,000.00
	GST Component:	(\$1,181.82)

Payment History:

Payment	Receipt No	Amount Paid	Date Paid
1	2321925	\$11,500.00	08/02/2014
2	2322225	\$1,500.00	28/03/2014

Finalise Date: 08-Mar-2014
Remaining Amount: \$0.00

Sales Consultant: Gulsen

Please retain for your records.**Please keep payments regular. Cancellation fees apply.***Our pieces are especially made for you.
Please select carefully. No exchange or refund for change of mind.*CANTURI CORPORATION PTY LTD
ABN 80 071 862 95280 Castlereagh Street, Sydney
308 Little Collins Street, Melbourne
206 Edward Street, Brisbane

info@canturi.com | canturi.com | 1300 883 883

CANTURIMs Melissa Caddick
[REDACTED]Appraisal Number: SV2714522
Monday, 23 November 2020

Description of Article	
<p><u>Pendant Plain</u> from the Cubism Plain Collection.</p> <p>18ct WHITE GOLD CUBISM PLAIN DOG TAG</p> <p>Signed: CANTURI 750 TM</p> <p>Article Weight: 17.35 grams</p>	
	
This piece is exclusive to CANTURI Jewels.	
Total	\$6,000.00

The amount specified above is current as at the date of listing, and is subject to change without notification.

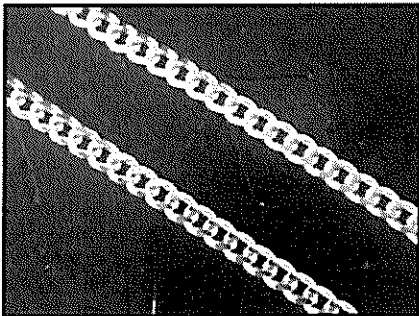
Canturi Corporation Pty Ltd | ABN 80 071 862 952
Australia: 1300 883 883 www.canturi.com Email: info@canturi.com

SYDNEY

BRISBANE

MELBOURNE

CANTURIMs Melissa Caddick
[REDACTED]Appraisal Number: SV522711
Monday, 23 November 2020

Description of Article	
Necklace - Plain from the Import Collection.	
18ct WHITE GOLD 60cm FLAT DIAMOND CUT CURB DOG TAG CHAIN	
Signed:	750
Article Weight:	7.92 grams
	
This piece is exclusive to CANTURI Jewels.	
Total	\$2,600.00

The amount specified above is current as at the date of listing, and is subject to change without notification.

Canturi Corporation Pty Ltd | ABN 80 071 862 952
Australia: 1300 883 883 www.canturi.com Email: info@canturi.com

SYDNEY

BRISBANE

MELBOURNE

CANTURI**TAX INVOICE****SALE**Receipt No: 2327337
Sale Date: 06-May-2016Received From:
Ms Melissa Caddick (2605843) [REDACTED]
[REDACTED] AUSTRALIA

Shipping Address:

The amount of: FOUR THOUSAND, SEVEN HUNDRED DOLLARS AND ZERO CENTS

Being for:

Code	Description	Price
2714522	18ct WHITE GOLD CUBISM PLAIN DOG TAG	\$3,900.00
522711	18ct WG DOG TAG CHAIN 60cm	\$800.00

Sales Consultant: Anastasia

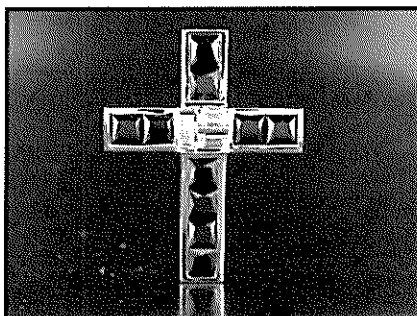
Sale Total (Including GST): \$4,700.00
GST Component: (\$427.27)**Please retain for your records.***Our pieces are especially made for you.
Please select carefully. No exchange or refund for change of mind.*CANTURI CORPORATION PTY LTD
ABN 80 071 862 95280 Castlereagh Street, Sydney
308 Little Collins Street, Melbourne
206 Edward Street, Brisbane

info@canturi.com | canturi.com | 1300 883 883

CANTURIMs Melissa Caddick
[REDACTED]Appraisal Number: SV2710873
Monday, 23 November 2020**Description of Article****Cross - Stone Set** from the Cubism Collection.18CT WHITE GOLD CHANNEL SET 4.27ct PRINCESS CUT BLACK SAPPHIRES & 0.30ct F-G/VS
BAGUETTE & CARRE CUT DIAMONDS CUBISM CROSS PENDANT

Signed: CANTURI 750 ©

Article Weight: 14.10 grams

This piece is exclusive to **CANTURI** Jewels.

Total	\$8,360.00
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*The amount specified above is current as at the date of listing, and is subject to change without notification.*Canturi Corporation Pty Ltd | ABN 80 071 862 952
Australia: 1300 883 883 www.canturi.com Email: info@canturi.com**SYDNEY****BRISBANE****MELBOURNE**

CANTURI**TAX INVOICE****Purchase Order**P / Order No: 2107757
Date Printed: 17-Nov-2020Received From:
Ms Melissa Caddick (2605843) [REDACTED]
[REDACTED] AUSTRALIA

Shipping Address:

Items on Purchase Order:

Code	Description	Price
2710873	18CT WG BLK SAPP AND CUBISM CROSS	\$7,600.00
Opening Amount:		\$7,600.00
GST Component:		(\$690.91)

Payment History:

Payment	Receipt No	Amount Paid	Date Paid
1	2319315	\$500.00	10/12/2012
2	2319718	\$4,900.00	19/02/2013
3	2319719	\$2,200.00	19/02/2013

Finalise Date: 10-Dec-2012
Remaining Amount: \$0.00

Sales Consultant: Isabel

Please retain for your records.**Please keep payments regular. Cancellation fees apply.**

*Our pieces are especially made for you.
Please select carefully. No exchange or refund for change of mind.*

CANTURI CORPORATION PTY LTD
ABN 80 071 862 952

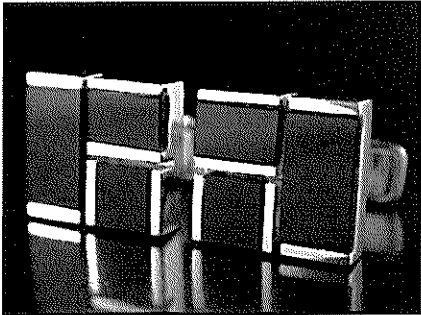
80 Castlereagh Street, Sydney
308 Little Collins Street, Melbourne
206 Edward Street, Brisbane

info@canturi.com | canturi.com | 1300 883 883

CANTURI

Ms Melissa Caddick
 [REDACTED]

Appraisal Number: SV520239
 Monday, 23 November 2020

Description of Article	
<p><u>Cuff Links</u> from the Cubism Collection.</p> <p>18ct WHITE GOLD CUBISM BLACK ONYX CUFFLINKS</p> <p>Signed: CANTURI 750 TM</p> <p>Article Weight: 16.19 grams</p>	
	
<p>This piece is exclusive to CANTURI Jewels.</p>	
Total	\$5,600.00

The amount specified above is current as at the date of listing, and is subject to change without notification.

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SYDNEY

BRISBANE

MELBOURNE

CANTURI**TAX INVOICE****Purchase Order**

P / Order No: 2107729
Date Printed: 17-Nov-2020

Received From:
Ms Melissa Caddick (2605843) [REDACTED]
[REDACTED] AUSTRALIA

Shipping Address:

Items on Purchase Order:

Code	Description	Price
520239	18ct WG CUBISM BLACK ONYX CUFLNK	\$3,300.00
	Opening Amount:	\$3,300.00
	GST Component:	(\$300.00)

Payment History:

Payment	Receipt No	Amount Paid	Date Paid
1	2319174	\$500.00	15/11/2012
2	2319192	\$2,800.00	17/11/2012

Finalise Date: 15-Feb-2013
Remaining Amount: \$0.00

Sales Consultant: Isabel

Please retain for your records.

Please keep payments regular. Cancellation fees apply.

*Our pieces are especially made for you.
Please select carefully. No exchange or refund for change of mind.*

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CANTURIMs Melissa Caddick
[REDACTED]Appraisal Number: SV2711343
Monday, 23 November 2020**Description of Article****Dress Ring Ladies** from the Cubism Collection.

18ct WHITE GOLD WIDE CUBISM RING 4.26ct BLACK AUSTRALIAN SAPPHIRES WITH POLISHED EDGES

Signed: CAN 750 TM

Article Weight: 19.50 grams

This piece is exclusive to **CANTURI** Jewels.

Total	\$10,450.00
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*The amount specified above is current as at the date of listing, and is subject to change without notification.*Canturi Corporation Pty Ltd | ABN 80 071 862 952
Australia: 1300 883 883 www.canturi.com Email: info@canturi.com**SYDNEY****BRISBANE****MELBOURNE**

CANTURI**TAX INVOICE****Purchase Order**P / Order No: 2107916
Date Printed: 17-Nov-2020Received From:
Ms Melissa Caddick (2605843) [REDACTED]
[REDACTED] AUSTRALIA

Shipping Address:

Items on Purchase Order:

Code	Description	Price
2711344	18ct WG ODYSSEY FULL PAVE DIAM (LARGE) FLOWR PND F-G/VS RBC+CHAIN	\$15,500.00
2711343	UPGRADED. SEE PKT2712134.18ctWG WIDE CUBISM RING BLK SAPP	\$8,500.00
Opening Amount:		\$24,000.00
GST Component:		(\$2,181.82)

Payment History:

Payment	Receipt No	Amount Paid	Date Paid
1	2320373	\$4,800.00	24/05/2013
2	2321095	\$19,200.00	10/10/2013

Finalise Date: 19-Jul-2013
Remaining Amount: \$0.00

Sales Consultant: Isabel

Please retain for your records.**Please keep payments regular. Cancellation fees apply.***Our pieces are especially made for you.
Please select carefully. No exchange or refund for change of mind.*CANTURI CORPORATION PTY LTD
ABN 80 071 862 95280 Castlereagh Street, Sydney
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206 Edward Street, Brisbane

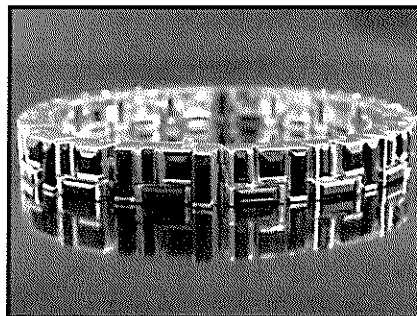
info@canturi.com | canturi.com | 1300 883 883

CANTURIMs Melissa Caddick
[REDACTED]Appraisal Number: SV2714360
Monday, 23 November 2020**Description of Article****Bracelet - Stone set** from the Cubism Collection.

18ct WHITE GOLD CUBISM BRACELET SET WITH 18.62ct BAGUETTE & CARRE CUT AUSTRALIAN BLACK SAPPHIRES

Signed: CANTURI 750 TM

Article Weight: 75.84 grams

This piece is exclusive to **CANTURI** Jewels.

Total	\$36,300.00
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The amount specified above is current as at the date of listing, and is subject to change without notification.

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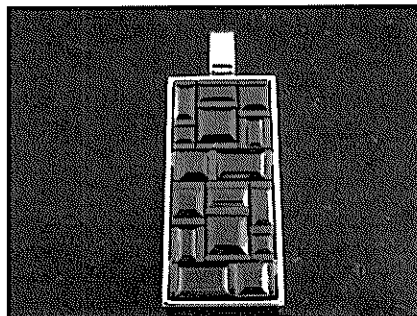
SYDNEY**BRISBANE****MELBOURNE**

CANTURIMs Melissa Caddick
[REDACTED]Appraisal Number: SV2714361
Monday, 23 November 2020**Description of Article****Pendant Stone Set** from the Cubism Pave Collection.

18ct WHITE GOLD CUBISM DOG TAG SET WITH 11.25ct CARRE & BAGUETTE CUT AUSTRALIAN BLACK SAPPHIRES & ON AN 18ct WHITE GOLD 60cm DIAMOND FLAT CUT CURB CHAIN

Signed: CANTURI 750 ©

Article Weight: 19.94 grams

This piece is exclusive to **CANTURI** Jewels.

Total	\$11,500.00
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The amount specified above is current as at the date of listing, and is subject to change without notification.

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SYDNEY**BRISBANE****MELBOURNE**

CANTURI**TAX INVOICE****Purchase Order**P / Order No: 2109215
Date Printed: 17-Nov-2020Received From:
Ms Melissa Caddick (2605843) [REDACTED]
[REDACTED] AUSTRALIA

Shipping Address:

Items on Purchase Order:

Code	Description	Price
2714361	18ct WHITE GOLD CUBISM DIAMOND DOG TAG BLACK SAP BAG + CARRE	\$8,500.00
2714360	18ct WG CUBISM DIA BLT BLK SAP BAG+CARRE+21pt BAG SAP CLASP	\$29,700.00
519714	18ct WG DOG TAG CHAIN 60cm	\$0.00

Opening Amount: \$38,200.00
GST Component: (\$3,472.73)

Payment History:

Payment	Receipt No	Amount Paid	Date Paid
1	2326939	\$20,000.00	04/03/2016
2	2326970	\$10,000.00	08/03/2016
3	2326982	\$8,200.00	11/03/2016

Finalise Date: 16-Apr-2016
Remaining Amount: \$0.00

Sales Consultant: Anastasia

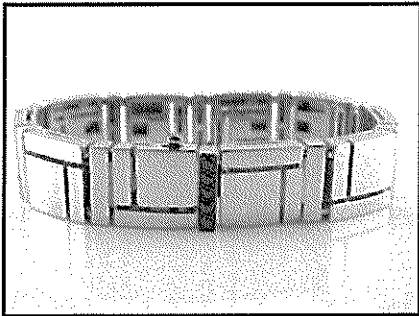
Please retain for your records.**Please keep payments regular. Cancellation fees apply.***Our pieces are especially made for you.
Please select carefully. No exchange or refund for change of mind.*CANTURI CORPORATION PTY LTD
ABN 80 071 862 95280 Castlereagh Street, Sydney
308 Little Collins Street, Melbourne
206 Edward Street, Brisbane

info@canturi.com | canturi.com | 1300 883 883

CANTURI

Ms Melissa Caddick
 [REDACTED]

Appraisal Number: SV514089
 Monday, 23 November 2020

Description of Article	
<p><u>Bracelet - Plain</u> from the Cubism Plain Collection.</p> <p>18ct WHITE GOLD CUBISM BRACELET PLAIN 0.15ct BLACK ROUND BRILLIANT CUT DIAMONDS ON THE CLASP</p> <p>Signed: CANTURI 750 ©</p> <p>Article Weight: 92.40 grams</p>	
	
<p>This piece is exclusive to CANTURI Jewels.</p>	
Total	\$28,800.00

The amount specified above is current as at the date of listing, and is subject to change without notification.

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SYDNEY

BRISBANE

MELBOURNE

TAX INVOICE**SALE**Receipt No: 2321596
Sale Date: 19-Dec-2013Received From:
Ms Melissa Caddick (2605843) [REDACTED]
[REDACTED] AUSTRALIA

Shipping Address:

The amount of: THIRTEEN THOUSAND DOLLARS AND ZERO CENTS

Being for:

Code	Description	Price
514089	18ct WG CUBISM BLT PLAIN+5x0.03ctBLACK RBC DIA CLASP	\$13,000.00

Sales Consultant: Gulsen

Sale Total (Including GST): \$13,000.00
GST Component: (\$1,181.82)**Please retain for your records.***Our pieces are especially made for you.
Please select carefully. No exchange or refund for change of mind.*CANTURI CORPORATION PTY LTD
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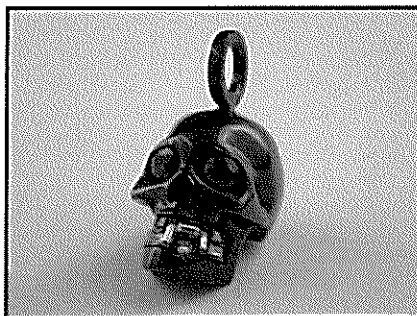
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CANTURIMs Melissa Caddick
[REDACTED]Appraisal Number: SV524809
Monday, 23 November 2020**Description of Article****Pendant Stone Set** from the Cubism Collection.

18ct WHITE GOLD BLACK RHODIUM PLATED CUBISM SKULL PENDANT SET WITH 0.44ct ROUND BRILLIANT CUT AUSTRALIAN BLACK SAPPHIRES AND 0.15ct F-G/VS BAGUETTE CUT DIAMONDS.

Signed: CANTURI 750 ©

Article Weight: 15.67 grams

This piece is exclusive to **CANTURI** Jewels.

Total	\$6,300.00
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The amount specified above is current as at the date of listing, and is subject to change without notification.

gifted from
Stefano Canturi
to Anthony Koletti

Canturi Corporation Pty Ltd | ABN 80 071 862 952
Australia: 1300 883 883 www.canturi.com Email: info@canturi.com

SYDNEY

BRISBANE

MELBOURNE

TAX INVOICE**SALE**Receipt No: 2327457
Sale Date: 24-May-2016Received From:
Ms Melissa Caddick (2605843) [REDACTED]
[REDACTED] AUSTRALIA

Shipping Address:

The amount of: FOUR THOUSAND, FIVE HUNDRED DOLLARS AND ZERO CENTS

Being for:

Code	Description	Price
524809	18ct WG BLK RH PLTD CUBSM SKULL PDNT44pt RBC BLK SAP &15p BAG DIA	\$4,500.00

Sales Consultant: Anastasia

Sale Total (Including GST): \$4,500.00
GST Component: (\$409.09)**Please retain for your records.***Our pieces are especially made for you.
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308 Little Collins Street, Melbourne
206 Edward Street, Brisbane

CANTURIMs Melissa Caddick
[REDACTED]Appraisal Number: SV2717651
Monday, 23 November 2020**Description of Article****Bracelet - Plain** from the Canturi Collection.

18ct WHITE GOLD CANTURI SIGNATURE BRACELET SET WITH 3=4.03ct ONXY DISCS, 1=0.31ct BAGUETTE CUT AUSTRALIAN BLACK SAPPHIRE & 6=0.31ct ROUND BRILLIANT CUT DIAMONDS

Signed: CAN 750 C 2717651

Article Weight: 22.75 grams

This piece is exclusive to **CANTURI** Jewels.

Total	\$9,300.00
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Australia: 1300 883 883 www.canturi.com Email: info@canturi.com**SYDNEY****BRISBANE****MELBOURNE**

CANTURI**TAX INVOICE****Purchase Order**P / Order No: 2110556
Date Printed: 17-Nov-2020Received From:
Ms Melissa Caddick (2605843) [REDACTED]
[REDACTED] AUSTRALIA

Shipping Address:

Items on Purchase Order:

Code	Description	Price
2717652	18ct WG CANTURI SIGNATURE NKP 72ptF-G/VVS RBC+24ptBAG ABS+6mmAKOY	\$16,300.00
2717651	18ct WG CANTURI SIGNATURE ONXY-STAR - BLT	\$8,500.00

Opening Amount: \$24,800.00
GST Component: (\$2,254.55)

Payment History:

Payment	Receipt No	Amount Paid	Date Paid
1	2333377	\$5,000.00	21/11/2018
2	2333860	\$19,800.00	06/02/2019

Finalise Date: 21-Dec-2018
Remaining Amount: \$0.00

Sales Consultant: Management

Please retain for your records.**Please keep payments regular. Cancellation fees apply.***Our pieces are especially made for you.
Please select carefully. No exchange or refund for change of mind.*CANTURI CORPORATION PTY LTD
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206 Edward Street, Brisbane

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CANTURI

Ms Melissa Caddick


Appraisal Number: SV2717407
 Monday, 23 November 2020

Description of Article

Dress Ring Gents from the Affinity Collection.

18ct WHITE GOLD CUBISM WOVEN LINK RING SET WITH 0.96ct ROUND BRILLIANT CUT BLACK DIAMONDS

Signed: CAN 750 C 2717407 SC SIGNATURE

Article Weight: 22.21 grams



This piece is exclusive to **CANTURI** Jewels.

Total	\$10,780.00
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The amount specified above is current as at the date of listing, and is subject to change without notification.

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SYDNEY

BRISBANE

MELBOURNE

CANTURI**TAX INVOICE****Purchase Order**

P / Order No: 2110453
Date Printed: 17-Nov-2020

Received From:
Ms Melissa Caddick (2605843) [REDACTED]
[REDACTED] AUSTRALIA

Shipping Address:

Items on Purchase Order:

Code	Description	Price
2717407	18ct WG CUBISM WOVEN LNK RING 1.18ct RBC DIA BLK	\$9,800.00

Opening Amount: \$9,800.00
GST Component: (\$890.91)

Payment History:

Payment	Receipt No	Amount Paid	Date Paid
1	2332956	\$5,000.00	12/09/2018
2	2333381	\$4,800.00	22/11/2018

Finalise Date: 12-Dec-2018
Remaining Amount: \$0.00

Sales Consultant: Management

Please retain for your records.

Please keep payments regular. Cancellation fees apply.

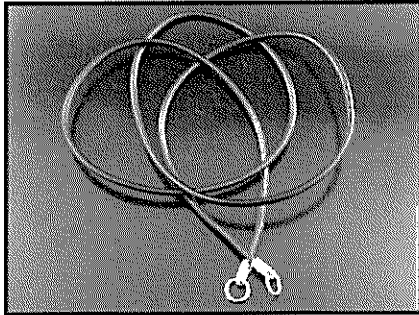
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80 Castlereagh Street, Sydney
308 Little Collins Street, Melbourne
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CANTURIMs Melissa Caddick
[REDACTED]Appraisal Number: SV2714953
Monday, 23 November 2020

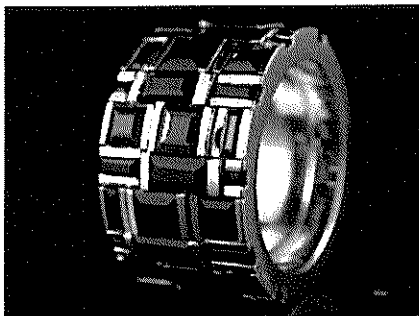
Description of Article	
Leather Necklet from the Miscellaneous Collection.	
18ct WHITE GOLD 82cm LEATHER CONNECTORS	
Signed:	CANTURI 750
Article Weight:	3.40 grams
	
This piece is exclusive to CANTURI Jewels.	
Total	\$1,000.00

The amount specified above is current as at the date of listing, and is subject to change without notification.

CANTURIMs Melissa Caddick
[REDACTED]Appraisal Number: SV2712134
Monday, 23 November 2020**Description of Article****Dress Ring Gents** from the Cubism Radiant Collection.18ct WHITE GOLD GENTS WIDE OFFSET CUBISM RING FEATURING 9.47ct AUSTRALIAN BLACK
SAPPHIRES BAGUETTE AND CARRE CUT

Signed: CANTURI 750 ©

Article Weight: 25.30 grams

This piece is exclusive to **CANTURI** Jewels.

Total	\$15,500.00
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The amount specified above is current as at the date of listing, and is subject to change without notification.

wedding band

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SYDNEY

BRISBANE

MELBOURNE

CANTURI**TAX INVOICE****Purchase Order**P / Order No: 2107962
Date Printed: 17-Nov-2020Received From:
Ms Melissa Caddick (2605843) [REDACTED]
[REDACTED] AUSTRALIA

Shipping Address:

Items on Purchase Order:

Code	Description	Price
2711480	MODIFIED 18ct WG ODYSSEY FULL PAVE FLOWER DIAMOND STUDS F-G/VSRCB	\$8,200.00
Opening Amount:		\$8,200.00
GST Component:		(\$745.45)

Payment History:

Payment	Receipt No	Amount Paid	Date Paid
1	2320607	\$2,000.00	13/07/2013
2	2321096	\$6,200.00	10/10/2013

Finalise Date: 06-Sep-2013
Remaining Amount: \$0.00

Sales Consultant: Isabel

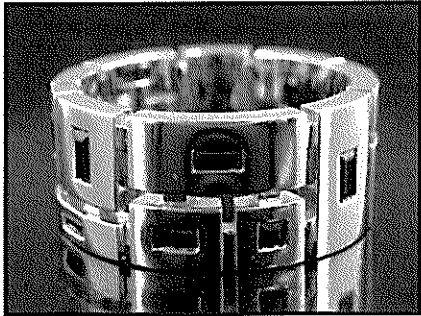
Please retain for your records.**Please keep payments regular. Cancellation fees apply.***Our pieces are especially made for you.
Please select carefully. No exchange or refund for change of mind.*CANTURI CORPORATION PTY LTD
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308 Little Collins Street, Melbourne
206 Edward Street, Brisbane

info@canturi.com | canturi.com | 1300 883 883

CANTURI

Ms Melissa Caddick
 [REDACTED]

Appraisal Number: SV2714964
 Monday, 23 November 2020

Description of Article	
<p>Dress Ring Gents from the Cubism Collection.</p> <p>18ct WHITE GOLD 11mm CUBISM PUNCH SET BLACK SAPPHIRE RING FEATURING 12=1.57ct BAGUETTE & CARRE CUT AUSTRALIAN BLACK SAPPHIRES.</p> <p>Signed: CANTURI 750 TM</p> <p>Article Weight: 27.12 grams</p> <div style="text-align: center;">  </div> <p>This piece is exclusive to CANTURI Jewels.</p>	
Total	\$8,500.00

The amount specified above is current as at the date of listing, and is subject to change without notification.

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 Australia: 1300 883 883 www.canturi.com Email: info@canturi.com

SYDNEY

BRISBANE

MELBOURNE

CANTURI**TAX INVOICE****SALE**Receipt No: 2328183
Sale Date: 02-Sep-2016Received From:
Ms Melissa Caddick (2605843) [REDACTED]
[REDACTED] AUSTRALIA

Shipping Address:

The amount of: EIGHT THOUSAND, FIVE HUNDRED DOLLARS AND ZERO CENTS

Being for:

Code	Description	Price
2714964	18ct WG 11mm CUBISM BLK SAP RING BAG+CARE (PUNCHSET)	\$8,500.00

Sales Consultant: Anastasia

Sale Total (Including GST): \$8,500.00
GST Component: (\$772.73)**Please retain for your records.***Our pieces are especially made for you.
Please select carefully. No exchange or refund for change of mind.*CANTURI CORPORATION PTY LTD
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308 Little Collins Street, Melbourne
206 Edward Street, Brisbane

info@canturi.com | canturi.com | 1300 883 883

Sonitha Naicker

From: Anthony Koletti [REDACTED] >
Sent: Thursday, 3 February 2022 6:50 PM
To: Sonitha Naicker
Cc: Michael Hayter; Bruce Gleeson
Subject: Re: Australian Securities & Investment Commission v Caddick & Anor - 217242 [SWA-AB.FID350064]
Attachments: 20220203 - Letter to Anthony Koletti - List of Property.pdf

Michael

Your clients whole case is based on lies. What your clients claimed to happen in regards to Melissa spending investor funds did not happen. Your clients are hiding facts that clearly explain what happened to investor funds.

Melissa is dead. Melissa is not able to defend herself. ASIC, Jones Partners and yourself have dragged my entire families name through the mud using the main stream media as your weapon of choice.

Based on all of the above I object to you selling any assets or property belonging to Melissa Caddick, Barb and Ted grimley, Adam Grimley, [REDACTED] and myself.

The only item I do not object to you passing onto investors is the Australian commsec account in which the remaining funds of investors money is held.

[REDACTED] lives with me because it is his choice to do so. As soon as Melissa is officially declared dead and the court allows me to do so, I will become [REDACTED] full time guardian as per Melissa' s request in her last will, but most importantly [REDACTED] request.

I will obey Justice Markovic's rulings because I have full faith in her findings.

Warmest Regards
Anthony Koletti

On 3 Feb 2022, at 5:39 pm, Sonitha Naicker <sxn@swaab.com.au> wrote:

Dear Mr Koletti

Please see **attached** letter dated 3 February 2022.

Yours faithfully

Sonitha Naicker on behalf of Michael Hayter
Legal Secretary
Swaab
D +61 2 9777 8347 | T +61 2 9233 5544 | F +61 2 9233 5400
sxn@swaab.com.au | www.swaab.com.au

Swaab

Level 4, 20 Hunter Street, Sydney NSW 2000 | DX 522 Sydney

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