

WA PainRx Pty Ltd
A.C.N. 677-163-512
Trustee

Trust Deed for
WA PainRX Unit Trust

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PART 1 ESTABLISHMENT OF THE TRUST

1. Date of Establishment

This trust was established on the 07/05/2024.

2. Parties

The Parties to this deed are:

- **WA PainRx Pty Ltd (ACN 677-163-512)** of registered address Ground Floor Prime House, 8 Davidson Terrace, Joondalup WA 6027 ("the trustee"); and
- **Brian Mun Wei Hue and Leena Kumari Nagappan as joint holders in their capacity as Trustees for the Hue & Nagappan Superannuation Fund** of 101 Rosedale Street, Floreat WA 6014, holding 1,000,000.00 (partly paid to \$0.01) Ordinary units, each with a value of \$1; ("the initial unit holders").
- **R & R Menon Super Pty Ltd (A.C.N. 673-234-976) in its capacity as Trustee for the R & R Menon Super Fund** of 24 Finnerty Street, Karrinyup WA 6018, holding 1,000,000.00 (partly paid to \$0.01) Ordinary units, each with a value of \$1; ("the initial unit holders").
- **Shadow Wolf Pty Ltd (A.C.N. 671-042-881) in its capacity as Trustee for the The Shadow Wolf Superannuation Fund** of 55 Ridge Street, South Perth WA 6151, holding 1,000,000.00 (partly paid to \$0.01) Ordinary units, each with a value of \$1; ("the initial unit holders").

3. Name of the Trust

The name of this Trust is the **WA PainRX Unit Trust**

4. The Fund

Each initial unit holder has acquired units on the terms set out in their respective unit certificates, and the trustee anticipates other persons may also acquire units. The money received by the trustee in payment for units forms the fund. The fund is also made up of the following:

- 4.1 All other moneys and property of any description paid or transferred to and accepted by the trustee as additions to the fund by way of subscription for units;
- 4.2 The net income;
- 4.3 All accretions to the fund; and
- 4.4 The investments and property of the trust which represent all or part of the types of property referred to in the preceding subclauses;

other than that part of the net income or capital in the allocated funds (if any).

5. Declaration of Fixed Trust

The trustee agrees to hold the funds on fixed trust, and to manage them in accordance with the terms of this deed for the unit holders.

6. Applicable Law

This deed is governed by the laws of Victoria. No action may be brought in relation to this deed except in the courts of Victoria, and the parties submit to the jurisdiction of the courts of Victoria.

7. Duration of Trust

The trust lasts for eighty (80) years from the date of this deed or if a later date is permitted by law, until the later date so permitted.

8. Special Clauses Applying to this Deed

- 8.1 The terms of this deed shall be subject to the terms of any agreement entered into between the trustee and all of the unit holders of the trust from time to time.
- 8.2 All other provisions in this deed will be subject to any provisions that may be set out in this clause either now, or later.

PART 2 BENEFICIAL INTERESTS IN THE TRUST

CHAPTER A: UNITS AND UNIT HOLDERS

9. Classes of Units

- 9.1 The trustee has issued units to the initial unit holders in order to establish the trust ("the initial units");
- 9.2 In addition to the initial units, the trustee has the power to issue units of the following classes, that, subject to the other terms of this deed will have the following entitlements:
 - a) **ORDINARY UNITS** - that give the holder an entitlement to the net income and capital of the fund, and to vote in relation to the administration of the trust, fixed in proportion to the number of units held;
 - b) **INCOME ONLY UNITS** – that give the holder an entitlement to the net income of the fund, fixed in proportion to the number of units held, but give no entitlement to capital or to vote;
 - c) **CAPITAL ONLY UNITS** – that give the holder an entitlement to capital of the fund fixed in proportion to the number of units held, but give no entitlement to net income or to vote;
 - d) **NON-VOTING UNITS** – that give the holder an entitlement to the net income and capital of the fund fixed in proportion to the number of units held, but give no entitlement to vote;
 - e) **NON-CAPITAL UNITS** – that give the holder an entitlement to the net income of the fund and to vote in relation to the administration of the trust fixed in proportion to the number of units held, but give no entitlement to capital;
 - f) **NON-INCOME UNITS** – that give the holder an entitlement to the capital of the fund and to vote in relation to the administration of the trust fixed in proportion to the number of units held, but give no entitlement to net income;

- g) **PREFERENCE UNITS** – that give the holder an entitlement to net income or capital of the fund which is preferential and that is limited to that specified in the Unit Certificate, but give no entitlement to vote;
 - h) **VOTING ONLY UNITS** – that give the holder an entitlement to vote in relation to the administration of trust but give no entitlement to net income or capital of the fund.
- 9.3 The trustee may also create and issue further classes of units, the terms of which must be set out in the unit certificate, in accordance with the terms of this deed.

10. Value of Units

For all purposes, the value of a unit equals the value as calculated in accordance with clause 27.

11. Unit Holders to be Bound

The unit holders may change from time to time. All the unit holders agree to be bound by this deed and any amendment to it.

12. Unit Holders' Fixed Beneficial Interest in the Fund

Subject to the terms of this deed, the unit holders are absolutely entitled to the net income and capital of the fund in proportion to and in accordance with the terms of their unit holdings. However, unless expressly stated, no unit confers any interest in any particular part of fund to a unit holder.

PART 3 DISTRIBUTION OF INCOME AND CAPITAL

CHAPTER A: POWERS AND DUTIES WITH RESPECT TO INCOME

13. Calculation of Income

In order to determine the profit (or loss) for the income account of the fund in a given year of income, the trustee will at the trustee's discretion calculate the income and expenses of the fund or any allocated fund in accordance with accounting concepts or the concept of taxable income being "net income" under section 95 (1) of the 1936 Act.

14. Option to Accumulate Net Income

- 14.1 Subject to the succeeding subclause, the trustee may accumulate and set aside from the net income of the fund any amount that the trustee thinks fit and hold such amounts as accumulated net income for the benefit of the unit holders holding units giving them entitlements to the net income of the fund in proportion to the number and in accordance with the terms of those units;
- 14.2 The trustee must not accumulate the net income to the detriment of a unit holder holding units that give them an entitlement to net income, but not to the capital of the fund.

15. Distribution of All Net Income Not Specifically Accumulated

- 15.1 At any time prior to the accounting date for an accounting period, the trustee must transfer to an income distribution account the net income of the fund, less any amount accumulated by the trustee in accordance with the terms of this deed, until it is distributed to the unit holders;
- 15.2 As soon as practicable, subject to any restrictions in Part 1 of the deed, the trustee must distribute the amount in the income distribution account to the unit holders who hold units giving them an entitlement to receive net income in proportion to the number and in accordance with the terms of those units by the close of business on the day the trustee decides to make the distribution.

16. Meaning of "Distribution" of Net income

- 16.1 For the purposes of this Chapter, and subject to the Chapter's clauses, the trustee's power to distribute net income includes a power to determine, with respect to all or any part or parts of the net income, or of any category of the net income of the fund, to pay, apply or allocate all or any part of the net income, including net income arising or derived from an identified asset or source to or for the benefit of the relevant unit holder;
- 16.2 Any amount (including any category) allocated to any of the unit holders will not form part of the fund but will be held by the trustee as a separate fund (called an "allocated fund") on trust for that unit holder absolutely, and until the amount is paid to or applied for the benefit of the unit holder, the trustee will have the power to accumulate the net income of the allocated fund and deal with it as an accretion to the allocated fund, and to invest the allocated fund in any of the investments which the trustee is empowered by this deed to make;
- 16.3 The trustee may only exercise the powers under this Chapter in a manner consistent with the fixed entitlements to net income conferred pursuant to the terms of the relevant classes of units held by unit holders.

CHAPTER B: POWERS AND DUTIES WITH RESPECT TO CAPITAL

17. Capital Reserve Account

Prior to the vesting day, the trustee may establish a capital reserve account in respect of the fund if a simple majority pass a resolution agreeing to it before the end of the financial year.

18. Distributing Capital Prior to the Vesting Day

Prior to the vesting day if the trustee establishes a capital reserve account in respect of the fund in accordance with the preceding clause, the trustee may distribute any amounts, including any category of capital in the capital reserve account to the unit holders who hold units giving them an entitlement to receive capital, in proportion to the number and in accordance with the terms of their units at the close of business on the day the trustee decides to make the distribution.

19. Distributing Capital Upon the Vesting Day

Upon the vesting day, the trustee must follow the procedures set out in Part 5, and subject to that Part, distribute the capital in the fund in accordance with the preceding clause.

20. Meaning of "Distribution" of Capital

- 20.1 For the purposes of this Chapter, and subject to the Chapter's clauses, the trustee's power to distribute capital includes a power to determine, with respect to all or any part or parts of the capital, or of any category of the capital of the fund, to pay, apply or allocate all or any part of the net income, including capital arising or derived from an identified asset or source to or for the benefit of the relevant unit holder;
- 20.2 Any amount (including any category) allocated to any of the unit holders will not form part of the fund but will be held by the trustee as a separate fund (called an "allocated fund") on trust for that unit holder absolutely, and until the amount is paid to or applied for the benefit of the unit holder, the trustee will have the power to accumulate the net income of the allocated fund and deal with it as an accretion to the allocated fund, and to invest the allocated fund in any of the investments which the trustee is empowered by this deed to make;
- 20.3 The trustee may only exercise the powers under this Chapter in a manner consistent with the fixed entitlements to capital conferred pursuant to the terms of the relevant classes of units held by unit holders.

21. Trustee to Give Distribution Statement

When all or any part of the fund is distributed to unit holders the trustee must give a statement to the unit holders receiving a distribution showing the amount of distribution to each unit holder and the balance of the fund (if any) remaining undistributed.

PART 4 THE TRUSTEE

CHAPTER A: SPECIAL RESTRICTIONS

22. Special Restrictions Upon the Trustee

The trustee's powers and duties as set out in this deed are subject to any special restrictions that may be set out in Part 1.

CHAPTER B: THE TRUSTEE'S POWERS

23. Fixed Entitlements of Unit Holders

The trustee's powers granted pursuant to this Chapter will always be exercised in a manner that ensures a unit holder's fixed entitlements are maintained.

24. General Powers

- 24.1 The trustee has the maximum possible powers and discretions to administer the fund, including but not limited to the power to invest and change investments freely as if the trustee were beneficially entitled to those investments. In the exercise of these powers, the trustee will not be restricted or obligated by provisions relating to trustees contained in any legislation of the Commonwealth of Australia or any of its States or Territories or anywhere in the world;

- 24.2 In addition to the general powers and discretions of the trustee expressed in the preceding subclause, the trustee has the specific powers set out in the remainder of this Chapter and in other parts of this deed.

25. Trustee's Specific Powers

The trustee has the following specific powers in relation to the fund in addition to those in other clauses in this Chapter:

- 25.1 To exercise any of the trustee's powers and discretions even if the trustee has a conflict of interest. This applies even if the trustee is a company and any director or shareholder of the trustee has any interest in the exercise of the trustee's powers of discretion or may benefit in any way from their exercise;
- 25.2 To commence acquire and carry on any business or investment activity anywhere in the world which the trustee may decide can be conveniently carried on or which is desirable in the interest of the fund or the unit holders and in doing so the trustee shall have all of the powers vested in a Company by virtue of the Corporations Law;
- 25.3 To execute and prosecute legal proceedings of any kind and in any Court to enforce any contract or other arrangement entered into or to recover damages for breach of any such contract or other arrangement;
- 25.4 To make or purchase any such investment for a sum greater than the amount of the fund for the time being and to pay for any such investments wholly or in part from any future moneys which may come into its hands, including dividends, profits, interest or other net income paid or payable in respect of any such investments;
- 25.5 To raise or concur in raising with or without security any money for any purpose in relation to the execution of the trusts or powers conferred on the trustee by mortgaging or charging with or without a power of sale all or any part of the fund and no lender shall be concerned to inquire into the necessity for any such borrowing or as to the purpose for which it is required or as to the application of money borrowed;
- 25.6 To employ or otherwise contract with any person (including the trustee or a unit holder) in connection with any business referred to in the above subclauses carried on by the trustee or anything required to be done pursuant to the provisions of this deed including the power to receive and pay money, decide the remuneration to be allowed and paid and to decide the amount of all charges and expenses;
- 25.7 To create or arrange or participate in any scheme of or fund for superannuation retirement benefits or pensions for the benefit of any person employed by virtue of the above subclauses and to make contributions to any scheme or fund for the benefit of such employees;
- 25.8 To give any guarantee or indemnity for the payment of money or the performance of any contractual obligation or undertaking and become surety or security for any persons, trustees, companies or entities, and without exception either alone or in association or jointly and severally or jointly or severally with any persons, trustees, companies or entities and for the purpose of securing the payment of any money or the performance of any contractual obligation or undertaking for which the trustee has become or may become liable under and

by virtue of any guarantee indemnity or other contract pursuant to this clause, to mortgage or provide a lien or fixed or floating charge or to otherwise charge the whole or any part of the fund (in the present or the future) and the rights of the Mortgagee or Chargee shall take priority in all respects over the rights of the unitholders and all other persons whatsoever and no Lender shall be concerned to inquire into the necessity for any such borrowing or as to the purpose for which it is required or as to the application of money borrowed;

- 25.9 To advance and lend moneys to and to borrow raise moneys from and to secure by mortgage bill of sale lien or charge fixed or floating legal or equitable or otherwise howsoever the payment or repayment of any money or advances to themselves or to any persons (including themselves) and whether severally or jointly and severally with any person and upon such terms with or without security or interest as the trustee shall deem fit and trustee is hereby expressly empowered to join with any other person in executing any mortgage or other document for the purpose of securing the payment of money to or the assumption of any liability (whether actual or contingent) to pay money to any other person and if the trustee is a corporation to give and to execute a registrable floating charge over the assets of the corporation and the assets of the fund held by it as trustee and to give and execute any other charge or security registrable under any Act for the time being in force and the trustee may borrow or raise moneys to be used in deriving income or gain in augmentation of the fund notwithstanding that the fund may already be wholly invested or applied or that the moneys to be borrowed or raised may exceed the sum or value of the fund and no Lender shall be concerned to inquire into the necessity for any such borrowing or as to the purpose for which it is required or as to the application of money borrowed notwithstanding that the asset secured or purchased may not be income producing or of a wasting or speculative nature;
- 25.10 To delegate in writing the exercise of all or any of the powers or discretionary authorities hereby conferred on the trustee and to execute any Powers of Attorney or other instruments necessary to effect such a delegation;
- 25.11 To permit any asset of the fund to be held or registered in the name of any nominee of the trustee and to deposit securities to the deeds and other documents belonging or related to the fund with any bank or solicitor;
- 25.12 In the event of any probate succession estate or other duties fees or taxes becoming payable in any part of the world in respect of the fund or any part thereof on the death of any unit holder or any other person at the trustee's discretion absolutely to pay all or any part of such duties fees and taxes out of the fund notwithstanding that such duties fees or taxes or some part thereof are not or may not be recoverable from the trustee or from the fund by legal process in the place where the same become payable;
- 25.13 To open and operate accounts with any bank anywhere in the world, to draw, make, accept, endorse, discount, execute, issue, present, sign (whether as Drawer, Acceptor or Endorser) or otherwise deal with any promissory notes, bills of exchange, bills of lading, cheque or other negotiable or transferable instruments;
- 25.14 To give effectual receipts and discharges for any monies received by or on behalf of the trustee or otherwise relating to any of the acts, matters and things provided for in this deed;

25.15 Notwithstanding any power contained in the deed, the trustee shall have power and authority to enter into and perform:

- a) any transaction involving, or in connection with, an exchange of streams of payment between counterparties whether directly or indirectly;
- b) any transaction involving, or in connection with, trading commodities, securities or currency at a fixed price for delivery or settlement, whether immediately or at a future date;
- c) any transaction for managing, lessening, hedging or protecting against movements in currency exchange, interest or discount rates or against costs of borrowing, lending or obtaining financial accommodation;

and without limiting the generality of the foregoing, the power conferred on the trustee as aforesaid shall include power for any purpose to enter into and perform any interest rate swap or exchange transaction, currency swap or exchange transaction, rate cap, rate floor, rate collar, option contract relating to swaps, futures contract, currency option and forward rate agreement or any interest and or currency protection transaction or any combination of such transactions, contracts or agreements or any other transactions, financial arrangements or contracts of a kind or class similar to the transactions herein referred to;

25.16 To do all such other things as may be incidental to the exercise of the powers and authorities conferred on the trustee by this deed and to exercise any of the above powers both jointly with any other person and in conjunction with any other powers, authorities or discretions; and

25.17 To carry out all and any of the foregoing powers by and through an agent and to appoint and authorise an agent to carry out all or any of these powers.

CHAPTER C: THE TRUSTEE'S DUTIES

26. Trustee's General Duties

The trustee's general duties are to hold the funds and to manage the investments and any business carried on under the trust, and to run the funds properly and efficiently. The trustee also has a range of specific duties, which are set out in this Chapter. However, in fulfilling its duties (whether general or specific), the trustee will not be restricted or obligated by provisions relating to trustees contained in any legislation of the Commonwealth of Australia or any of its States or Territories or anywhere in the world.

27. Valuation of the Funds

27.1 The trustee must value the investments of the fund in each of the following circumstances:

- a) unless a simple majority resolve otherwise, at the end of each period of 10 years after the date of establishment of the trust;
- b) when a simple majority ask the trustee in writing to do so; or
- c) when a simple majority present at a meeting, including those present by proxy, resolve that the trustee should do so;

27.2 The valuation may be carried out by the Auditor of the trust or the accountant of the trust, or any other accountant who the trustee appoints with the consent of a simple majority who is a

member of the Institute of Chartered Accountants, the Society of Certified Practising Accountants or the National Institute of Accountants. If the unit holders do not approve an accountant, the accountant must be appointed by the President of the Institute of Chartered Accountants in Australia in the State or Territory specified in Part 1 of the deed;

27.3 The value of the units may then be calculated by reference to the value of the fund;

27.4 The cost of a valuation must be paid out of the fund.

28. Accounting

The trustee must arrange for proper books of account to be kept for all receipts and expenditure of the trust and for the details of all sales and purchases of the fund. This must be done in a way that will enable any business being carried out under the trust to be audited.

29. Deposits and Payments

The trustee must pay all money received by the trust into a separate bank account and must pay all outgoings of the trust. The trustee must also set up necessary reserves for future and contingent liabilities.

30. Insurance

The trustee must adequately insure all properties in the fund, and their contents and must contribute to all applicable insurance and other schemes for the benefit of workers.

31. Investments

The trustee must choose how to invest the fund and then invest it. Any investments held by the trustee, at any time, may be retained for the purpose of the trust and its management, improvement and development. The trustee has power to invest the fund as if it were an individual who is beneficially entitled to the fund.

32. Licences and Permits

The trustee must apply for, renew, transfer, or assign any licence or permit required under any legislation governing any business in which the trustee is engaged. A licence or permit may be in the name of the trustee or any other person.

33. Profit and Loss Accounts

Unless the trust is about to be ended, as soon as practicable after 30 June (or any other accounting date set by the trustee) in each year ("the accounting date"), the trustee must prepare a profit and loss account showing a calculation of the income of the fund for the immediately preceding accounting period. The trustee must also prepare a balance sheet for that accounting period. If the trust is about to be ended, the relevant accounting day will be the day immediately preceding the day the trust is to end.

CHAPTER D: PAYMENT OF THE TRUSTEE AND THE TRUSTEE'S LIABILITY

34. Payment of Trustee

The trustee is entitled to be paid a reasonable fee for each year of service. The fee must be set each year by resolution of a seventy-five percent (75%) majority. If no fee is set in a year the fee for the previous year is to be paid.

35. Liability and Indemnity of the Trustee

The trustee is not liable for any loss caused by the exercise of any power unless the loss is caused by the trustee's wilful dishonesty. If the trustee acts in good faith in exercising any power the trustee is entitled to be indemnified out of the trust for any liability which is incurred. The indemnity is limited to the assets of the trust.

CHAPTER E: REMOVAL AND RETIREMENT OF TRUSTEE AND APPOINTMENT OF ADDITIONAL TRUSTEE

36. Removal and Appointment of Trustee

- 36.1 The unit holders may remove the trustee by resolution and appoint a new one after giving notice to the trustee.
- 36.2 Subject to any restriction in Part 1 of the deed, any resolution to remove or to appoint a trustee under this Chapter must be passed by a seventy-five percent (75%) majority.

37. Deemed Removal of Trustee

If the trustee goes into liquidation, or ceases to carry on business, or a receiver or administrator is appointed, the trustee is deemed to have retired and the unit holders must appoint a new one.

38. Retirement of Trustee

The trustee may retire after giving the unit holders three months written notice (or a lesser time if a simple majority agree), and in the case of the last surviving trustee, upon appointment of a new trustee. The unit holders must appoint a new trustee in accordance with subclause 36.2, upon retirement of the last surviving trustee.

39. Additional Trustee

At any time, the unit holders may by resolution appoint an additional trustee after giving notice to the existing trustee. If there is more than one trustee, they must act jointly.

40. Restrictions on Retirement, Removal and Additional Trustee if Trustee holds Liquor Licence

If the trustee holds a licence under the Liquor Control Act 1987 or to any similar Act in the Commonwealth of Australia or in any of its States or Territories, the trustee may not retire or be removed, nor may an additional trustee be appointed, until the new trustee has been approved by the Liquor Commission or any similar authority in the Commonwealth of Australia or of any of its States or Territories. This clause takes precedence over the other clauses in this Chapter.

CHAPTER A: GENERAL RULES ABOUT UNITS**41. Application for Units**

An application for units must be to the same effect as the form set out in Schedule 1 and must be sent to the trustee. The application must specify the class of and number of units applied for and any payment or other terms relating to the units applied for.

42. Certificate for Units

42.1 The trustee must issue each unit holder with a certificate setting out the class of and number of units that the unit holder owns and any payment or other terms relating to the units;

42.2 If any certificate is worn out or defaced, the trustee may cancel it and issue a replacement. If any certificate is lost or destroyed, the unit holder may apply to the trustee for a duplicate. The unit holder must give the trustee a statutory declaration that the certificate has been lost or destroyed and has not been pledged, transferred, mortgaged or sold. The trustee must then issue a duplicate.

43. Units may not be offered to the Public

No unit may be offered to the public. Any transaction resulting from an offer to the public is void.

CHAPTER B: ADDITIONAL SUMS AND UNITS**44. Raising Additional Sums and Issuing New Units**

44.1 If a seventy-five percent (75%) majority resolve, the trustee may raise additional sums by issuing more units;

44.2 Before more units are issued, the fund (less the additional sums) must be valued in accordance with clause 27, and the value of each existing unit calculated. For the purposes of this clause, this value will be the unit price.

44.3 The number of the new units to be issued must equal the total sale price of the units to be issued divided by the unit price, and the number of units is to be adjusted to the nearest whole number.

45. Procedure for Offering Additional Units for Subscription

If the trustee issues more units of any class pursuant to the preceding clause, the trustee must follow the following procedure:

45.1 The trustee must first offer the additional units to the unit holders in proportion to the number and in accordance with the classes of units then held by them;

45.2 The offer must be in writing and set out the number of units, the unit price, and the time within which the offer must be accepted - which cannot be less than 30 days. The offer must also say that the unit holders may accept less than the full number of units;

- 45.3 Units which are not accepted must be offered in the same manner to the unit holders who accepted the offer, in proportion to the number and in accordance with the classes of units then held by them, until the trustee is satisfied that no unit holder will accept further units. Subject to clause 43, the trustee may then dispose of the balance at the unit price in whatever way the trustee thinks fit.
- 45.4 If a seventy-five percent (75%) majority resolve that the trustee use a different procedure, the trustee must use that procedure.

46. Limit on Number of Units

Subject to the consent of a 75% majority, the trustee may decide when a sufficient number of units of any class have been issued. The trustee must then inform the unit holders holding units of that class. After that date, no further units of that class may be issued for the purpose of raising additional sums.

47. Additional Units where Value of the Units Exceeds \$1.00

If the value of the units is more than \$1.00, the trustee may create further units to reduce the value of each unit. These units shall be allocated to the existing unit holders without charge in proportion to the number and in accordance with the class of units held. The value of the units can be reduced to any amount, even less than \$1.00.

48. Reclassifying Units

If a seventy-five percent (75%) majority resolve, and subject to:

- 48.1 Any restrictions in Part 1 of the deed; and
- 48.2 The trustee obtaining the consent of each unit holder holding units that are to be reclassified;
- the trustee may re-classify any units that have already been issued.

CHAPTER C: TRANSFER OF UNITS

49. Transferring must be in the way set out in this Deed

Units must be transferred in the way required by this deed. Any transfer that breaches the provisions of this deed is void.

50. Consent of Unit Holders Generally Required

Subject to the succeeding clause, a unit holder may only transfer units after giving written notice to the trustee ("transfer notice") and obtaining the written consent of a seventy-five percent (75%) majority. Such approval shall not be unreasonably withheld.

51. When Consent Not Required

Notwithstanding the preceding clause:

- 51.1 A unit holder may transfer units without the written consent of the other unit holders:
- a) to the specified relation of the unit holder;
 - b) to the trustee under any trust document made solely for the benefit of one or more of the specified relations of the unit holder;

- c) to the trustee of any trust where the power to appoint the trustee is held by one or more of the specified relations;
- 51.2 An executor or administrator of a deceased unit holder may - without the consent of the other unit holders - transfer units to the specified relation of the unit holder who is entitled under the Will or on the intestacy; and
- 51.3 The trustee may transfer units to the specified relation of the unit holder, or to a replacement trustee, without the consent of the other unit holders.

52. Trustee's Duties after Receiving Transfer Notice

As soon as practicable after receiving a transfer notice:

- 52.1 The trustee must offer the units to the other unit holders in proportion to the number and in accordance with the classes of units held by them. Each offer must be made in writing and must set out:
 - a) the number and price of the units, and
 - b) the time within which the offer must be accepted, which must not be less than 7 days or more than 28 days from the date of the offer.
- 52.2 The trustee must give notice of the result of the offer to all unit holders. The trustee's notice must set out each of the following:
 - a) the names of the buying unit holders;
 - b) the number of units bought by each unit holder; and
 - c) the place and time for settlement - the time must not be more than 30 days after the date of the notice.
- 52.3 The unit holder selling units must transfer the units that have been bought as soon as practicable after payment has been made to the transferring unit holder. If a surplus of units remains unsold, subject to clause 43, the unit holder may dispose of the units as he, she or it thinks fit at a price not less than the unit price. The trustee has a discretion to stipulate a period of time within which the unit holder must transfer the units.

53. Form For, and Time Of, Transfer

A unit holder may only transfer units by completing and signing a form to the effect of the form in Schedule 3, or any other form approved by the trustee. After completing the procedure set out in this Chapter, the form must be signed by the transferee. The Transferor is the holder of the units until payment has been made by the transferee. The form (which must be stamped if required, with such Stamp Duty to be paid by the transferee unless the transferor and the transferee agree otherwise) and the relevant unit certificates must be delivered to and left with the trustee.

54. Transfer Where Seller does not Complete

If a unit holder selling units fails to transfer the units, the trustee may receive and hold the purchase money in trust for that unit holder and register the name of the buyer. The trustee must do that if he or she is asked to by the person buying the units.

55. Unit holders Selling Units Back to the Trustee

55.1 The trustee may buy back units if:

- a) A unit holder asks the trustee to buy back any of his, her or its units by giving the trustee a request in writing together with the relevant Certificates; and
- b) If a consenting resolution is passed by a seventy-five percent (75%) majority.

55.2 In buying back the units, the trustee must use the following procedure:

- a) Before buying back the units, the trustee must offer the units to all unit holders in proportion to the number and in accordance with the classes of units held by them at the unit price. After the trustee has offered the units to all unit holders in accordance with this paragraph, unit holders who have already bought units may buy any remaining units.
- b) If any units are left, the trustee must buy back those units at the unit price. As soon as practicable, the trustee must cancel the units referred to in this paragraph and make an entry in the register.

CHAPTER D: TRUSTEE'S POWER TO BUY BACK UNITS

56. Buying Back Units and Cancelling Them to Reduce the Value of the Fund

56.1 If a seventy-five percent (75%) majority resolves that the value of the fund is to be reduced, the trustee may buy back units of any type in accordance with the following procedure:

56.2 The trustee may obtain a valuation of the fund from the auditor of the trust or the trust's accountant. The person valuing the fund must also fix the price at which the units are to be bought back. The price of the units must be calculated by reference to the value of the capital reserve account if a capital reserve account were to be established at the time the buyback of the units is to be effected.

56.3 At least 7 days prior to buying back the units, the trustee must give notice to the unit holders of the fact that the units are to be bought and then cancelled. The notice must set out the price for each unit to be bought back and the way in which the trustee will pay for them.

56.4 The unit holder must deliver the relevant Unit Certificates to the trustee and the trustee must pay for the units at the price fixed in accordance with the terms of this clause in cash or in assets.

56.5 The trustee must cancel any units bought under this clause from the date the trustee bought them and may not re-issue them. The trustee must cancel the Certificate and, if necessary, issue a Certificate for the balance of the units.

56.6 The cost of a valuation must be paid out of the fund.

57. Trustee's Power to Compulsorily Buy Back Units

The trustee may compulsorily buy back the units of a unit holder if any of the following happens:

57.1 A receiver, manager, official manager or administrator is appointed in relation to the unit holder;

57.2 A provisional or official liquidator is appointed under the Corporations Law in relation to the unit holder;

- 57.3 The unit holder becomes bankrupt, or assigns his or her interest for the benefit of the creditors, becomes a publicly represented person within the meaning of the State Corporation Act 1987, or becomes an involuntary patient under the National Health Act 1986; or
- 57.4 Any unit holder which is a company permits shareholders who are also unit holders to dispose of their shareholding or permits any change in the shareholding which alters the effective control of the company without a unanimous resolution of the other unit holders (this power to compulsorily buy back shall not apply where the transfer of shares or effective control of the company is to a person referred to in 51);
- 57.5 The unit holder dies, and the units are not transferred under clause 72.

58. Procedure for Compulsory Repurchase

- 58.1 To buy units back compulsorily, the trustee must do each of the following:
- a) obtain a consenting resolution by a seventy-five percent (75%) majority
 - b) give notice to the unit holder or to his or her representative, and
 - c) pay the unit holder or representative the unit price for each unit;
- 58.2 A buy-back is effective even if the certificates are not surrendered. After a buy-back the trustee must remove the name of the unit holder from the register.

CHAPTER E: PRICE OF UNITS

59. Price of Units

For the purposes of this Chapter, unless there is an express provision otherwise, a reference to “unit price” means in respect of units:

- 59.1 The price agreed between all of the unit holders and the trustee; or
- 59.2 If the unit holders and the trustee are unable to agree upon the unit price, the trustee, with the consent of all of the unit holders, must appoint an independent accountant who is a member of the Institute of Chartered Accountants, the Society of Certified Practising Accountants or the National Institute of Accountants, and if the trustee and the unit holders are unable to agree, the accountant must be appointed by the President of the Institute of Chartered Accountants in Australia in the State or Territory specified in Part 1 of the deed. The Accountant so appointed must value the fund and calculate the value of each unit, which shall be the unit price;
- 59.3 The costs of the valuation must be paid out of the fund;

PART 6 UNIT HOLDERS

CHAPTER A: VOTING AND CONTROL

60. Definition of Majorities

A reference in this deed to a simple majority or a specified percentage majority agreeing or passing a resolution to that effect means that majority or specified percentage of units that unit holders hold which give an entitlement to vote.

CHAPTER B: MEETINGS OF UNIT HOLDERS

61. Calling Meetings

- 61.1 The trustee may call a meeting at any time or, if a simple majority request a meeting as soon as practicable after receiving such request.
- 61.2 The trustee must deliver a notice setting out the general nature of the business of any meeting to each unit holder entitled to attend the meeting at least 7 days prior to the meeting unless all of the unit holders who are entitled to vote waive this requirement.

62. Quorum

The quorum for a meeting is not less than 2 unitholders holding between them sixty percent of the units which give an entitlement to vote (including proxies). If all the units are held by 1 unitholder, the quorum is that person, or his or her proxy.

63. Appointing the Chair

- 63.1 At a meeting called by the trustee, the trustee may nominate a unit holder or proxy as Chair.
- 63.2 At a meeting called at the request of the unit holders, the meeting may nominate a unit holder or proxy as Chair.

64. Voting

In a meeting:

- 64.1 A unit holder who is entitled to vote may vote either in person or by proxy.
- 64.2 Where the votes are equal, the Chair is not entitled to a second or casting vote in addition to the vote he or she has as a unit holder or proxy.
- 64.3 A unit holder under 18 may only vote by a parent or guardian. The trustee may require proof of the appointment, or relationship, before that person can vote.

65. Proxies

Subject to the following, a unit holder may appoint a proxy:

- 65.1 The unit holder or any attorney must sign the document appointing a proxy. If it is signed by an attorney, a certified copy of the power of attorney must be attached.
- 65.2 The document appointing a proxy and (where relevant) the authority under which it is signed must be given to the trustee before the meeting. If that does not happen, the proxy is not entitled to vote.
- 65.3 A proxy need not be a unit holder.

66. Polls

- 66.1 At any meeting a question may be decided by a show of hands. However, a poll must be taken in either of the following circumstances:
 - a) when the question must be decided by a specified majority of the votes of the unit holders present and voting, including proxies; or

- b) when a poll is demanded by a unit holder before, or immediately after, any question is put to a show of hands.

66.2 In a poll, every unit holder, including a proxy, has a vote for each unit held which entitles that unit holder to vote. Joint unit holders are entitled to only 1 vote for each unit held which entitles the joint unit holders to vote, the unit holder named first on the register is entitled to cast it.

67. Adjournments

With the consent of the meeting, the Chair may adjourn it to a place and time he or she chooses. The Chair must adjourn a meeting where there is no longer a quorum.

68. Minutes

The trustee must arrange for minutes to be kept of the proceedings of all meetings. The trustee must send copies of the minutes to all unit holders within 21 days after a meeting. Minutes signed by the Chair are conclusive evidence of the business carried out unless there is evidence to the contrary.

CHAPTER C: GENERAL RULES ABOUT UNIT HOLDERS

69. Limitation of Liability of Unit holders

The trustee is only entitled to be indemnified out of, and to the extent of, the assets of the fund. A unit holder is only liable to contribute to the fund to the extent of the unpaid part of the price of the units he or she holds.

70. Questioning Trustee's Duties, Powers or Discretion

Subject to this deed, a unit holder is not entitled to interfere with or question the trustee's exercise of any power or discretion.

71. Register of Unit holders

71.1 The trustee must maintain an up-to-date register of unit holders. The register must contain the following information:

- a) names and current addresses of unit holders;
- b) the number and class of their units;
- c) the relevant certificate numbers or letters.

71.2 A unit holder must notify the trustee of any change to his or her address.

71.3 Subject to clauses 72 and 73, no notice of any trust may be entered in the register.

72. Death of a Unit holder

72.1 In the event of the death of a unit holder:

- a) if the deceased unit holder was a joint unit holder, the survivor is the only person who has any title or interest in the units;
- b) if the deceased unit holder was not a joint unit holder, the executor or administrator of a deceased unit holder is the only person who has any title to the units.

72.2 The trustee must register a person as a unit holder if that person proves to the satisfaction of the trustee that:

- a) he she or it is entitled to any units because they are the surviving joint unit holder;
- b) that person is a legal personal representative of a deceased unit holder who was not a joint unitholder and makes a declaration to the effect of the form in Schedule 4, and gives the trustee the certificate for the units; or
- c) that he she or it is otherwise entitled to any units because of the death of a unit holder.

73. Registration as a Unit Holder After Bankruptcy

The trustee may register a person as a unit holder if one of the following conditions are met:

- 73.1 That person proves to the satisfaction of the trustee that he or she is entitled to any units because of the bankruptcy of a unit holder; or
- 73.2 That person is the trustee in bankruptcy of the bankrupt estate of the unit holder and makes a declaration to the effect of the form in Schedule 5.

74. No Need to take Notice of Equities

The trustee need not take notice of any trust or equity affecting any unit or certificate except where ordered to by a court.

75. Receipts

The receipt of a unit holder, or the executor or administrator of a deceased unit holder, for any money due or any property transferred to a unit holder is a good discharge to the trustee.

PART 7 ENDING THE TRUST

76. Unit holders can Tell the Trustee to End the Trust

The trustee must end the trust if a seventy-five percent (75%) majority are present at a meeting - including those present by proxy - and that majority resolves that the trustee is to do so.

77. Procedure When the Trust is to be Ended

When the trust is to be ended, the trustee must do each of the following things:

- 77.1 Convert the investments of the fund into money;
- 77.2 Give each unit holder notice that the trust is to end and of the proposed distribution, and
- 77.3 Distribute the fund - less all costs, charges and expenses - in accordance with the procedure set out in Part 3 to the unit holders;

PROVIDED THAT:

- 77.4 The trustee may postpone converting the investments into money if the trustee believes that it is in the interest of the unit holders, the trustee will not be responsible for any loss attributable to a postponement;

- 77.5 The trustee may, with the consent of a 75% majority, resolve not to convert the investments into money and satisfy the distributions under this clause with the investments of the fund in specie; and
- 77.6 The trustee may retain part of the fund to meet outgoings or liabilities, whether actual or contingent and once payment has been made of those outgoings or liabilities, any surplus funds must be distributed to the unit holders in accordance with subclause 77.3 of this clause.

78. Trustee to Give Final Distribution Statement

When the whole of the fund is distributed to unit holders under this part, the trustee must give a statement to unit holders who have received a distribution in accordance with this Part.

PART 8 MISCELLANEOUS

79. Amending the Trust Document

The trustee may amend this deed subject to the following:

- 79.1 A seventy-five percent (75%) majority must pass a resolution agreeing to the amendment;
- 79.2 The amendment must be in writing and executed by the trustee; and
- 79.3 The amendment must not adversely affect any vested entitlement of a unit holder.

80. Appoint Auditor

- 80.1 The trustee may appoint an Auditor of the trust if a seventy-five percent (75%) majority agree in writing that an auditor must be appointed. The auditor holds office:
- a) until he or she retires by written notice, or
 - b) until he or she is requested to retire by written notice of a resolution of the trustee with the consent of a seventy-five percent (75%) majority.
- 80.2 If an Auditor retires under the preceding subclause, the trustee must immediately appoint another auditor unless a seventy-five percent (75%) majority agree in writing or resolve that an Auditor need not be appointed.

81. Notices

- 81.1 A notice that is given under this deed must be in writing. A notice is given if it is either delivered, sent by facsimile or by post in a prepaid envelope addressed:
- a) if to the unit holder, to his, her or its address in the register; or
 - b) if to the trustee, to the address last notified.
- 81.2 If the notice is sent by post, it is regarded as having been received on the second day after the posting.
- 81.3 Notices sent by facsimile after 5.00 p.m. will be taken to have been received at 9.00 a.m. on the next business day at the place where it is received.
- 81.4 It is sufficient to serve a notice or document on any one of the several joint unit holders.

82. Relationship of Trustee, Unit holders

Nothing in this deed shall constitute or shall be deemed to constitute or give rise to:

- 82.1 The relationship of principal and agent between the trustee and the unit holders;
- 82.2 The relationship of partners as between:
 - a) the trustee and the unit holders;
 - b) the unit holders inter se;
- 82.3 Any association between any or all of the unit holders.

83. Limitation of Liability of Unit holders

- 83.1 Notwithstanding any other provision of this deed or provision deemed to be included in this deed or any rule of law to the contrary, no unit holder shall be under any obligation personally to indemnify the trustee or any creditor of the trustee in the event that there is any deficiency of assets of the trust as compared with the liabilities of the trustee.
- 83.2 The only rights, if any, of indemnity of the trustee or of such creditor shall be limited to recourse to the assets of the trust.
- 83.3 A unit holder shall only be liable to the trustee acting as trustee of the trust to the extent to which the consideration (if any) payable by the unit holder to the trustee for the issue of units to the unit holder may be unpaid and outstanding.
- 83.4 The trustee expressly waives, releases, forfeits and abandons all rights and remedies which it otherwise might have at law or in equity to recover monies from a unit holder by reason of any rights of indemnity or subrogation notwithstanding that any such right may not be able to be satisfied or discharged in whole or in part out of the trust.

84. Interpretation

In this deed, unless the context requires otherwise, the following expressions will have the following meanings:

"allocated fund" has the meaning set out in sub clause 16.2;

"excluded person" any person determined under this deed to be an excluded person;

"majority", "simple majority" and a reference to a specified percentage majority will have the meaning given in clause 60;

"net income" is defined in Part 3 of this deed;

"specified relation" of a unit holder in this deed means a spouse, child, grandchild, brother, sister, niece, nephew or the spouse of a child, grandchild, brother, sister, niece or nephew of the unit holder;

"the Act" means the Income Tax Assessment Act 1997 (as amended).

"the 1936 Act" means the Income Tax Assessment Act 1936 (as amended).

"unit holder" means the holder of units;

"vesting day" means the day on which the final distribution of the fund has been completed in accordance with Part 7 of this deed;

The Schedules and any amendments to this deed shall be read as part of this deed.

85. Schedules

The schedules and execution clauses to this deed are set out on the following pages.

SCHEDULE 1
APPLICATION FOR UNITS

To the trustee(s):

I/We _____ (insert name) of
_____ (insert address)

Hereby apply for _____ (number) Ordinary Units at the unit price of \$ _____ in the
_____ (Name of Trust).

If I am accepted as a unit holder, I agree to be bound by the terms of the Deed and to hold such units subject to the terms and condition of the Deed.

I understand that the trustee does not have to accept my application. If it is accepted I will be issued with a certificate under clause 42. Once this happens I am bound by the whole document.

I am aware that clause 46 allows the trustee to decide when sufficient funds have been accepted and, if that happens my application will not be accepted. I have been strongly advised to read the whole document, especially the wide powers given to the trustee and the liabilities attaching to unit holders and the trustee.

DATED this day of: _____

Individual unit holder

Signed by the Applicant: _____

Full Name of Applicant: _____

Corporate unit holder

Executed for and on behalf of: _____

Signed by the Applicant: _____

(Name in full) _____

SCHEDULE 2
UNIT CERTIFICATE

CERTIFICATE NUMBER:

This is to certify that:

Name of Unit Holder

is the entitled to hold the number of undermentioned units in the _____
(Unit Trust Name) subject to the conditions set out in the trust deed and entered into the Register of Unit
Holders on:

_____/_____/_____
Date

Number of Units	Unit Class	Par Value per Unit (\$)	Amount Paid per Unit (\$)	Amount Unpaid per Unit (\$)
	Ordinary			

EXECUTED by and on behalf of the Trustee(s):

Signature

Print name & capacity

Date: _____

SCHEDULE 3
TRANSFER OF UNITS

I, _____ (Transferor) transfer _____ (number of units)
_____ ordinary / (specify type of units) units in the trust to
_____ (transferee).

The transferor agrees to be bound by the conditions of the fund and the trust deed.

Date: _____

Signed by the transferor: _____

Witness: _____

Signed by the transferee: _____

Witness: _____

**SCHEDULE 4
DECLARATION**

To the trustee(s):

I/We _____ being the Executor(s) of the Will Administrator(s) of the estate of _____ deceased, the holder of _____ (number of units) _____ ordinary/(specify other type of units) units.

Request that you register the units.

Please also issue a Certificate in _____ name(s).

Date: _____

Signature(s)

Name(s)

Address

**SCHEDULE 5
DECLARATION**

To the trustee(s):

I/We _____ being the trustee(s) in bankruptcy of the bankrupt estate of _____, the holder of _____ (number of units) _____ ordinary/(specify other type of units) units.

Request that you register the units.

Please also issue a Certificate in _____ name(s).

Date: _____

Signature(s)

Name(s)

Address

EXECUTED AS A DEED BY:

EXECUTED for and on behalf of WA PainRx Pty Ltd A.C.N. 677-163-512 as trustee, in accordance with section 127(1) of the *Corporations Act 2001 (Cth)*

.....

Signature of Director/Secretary

.....

Signature of Director

.....

Name of Director/Secretary

.....

Name of Director

.....

Signature of Director

.....

Name of Director

SIGNED SEALED AND DELIVERED by)

joint unit holder Brian Mun Wei Hue as the)

initial Unit Holder in the presence of:)

.....

.....

Witness Signature

.....

Witness Full Name

SIGNED SEALED AND DELIVERED by)
joint unit holder Leena Kumari Nagappan as)
the initial Unit Holder in the presence of:)

.....

.....

.....

Witness Signature

Witness Full Name

EXECUTED for and on behalf of R & R Menon Super Pty Ltd (A.C.N. 673-234-976) in its capacity as Trustee for the R & R Menon Super Fund in its capacity as trustee for the R & R Menon Super Fund in accordance with section 127(1) of the *Corporations Act 2001 (Cth)*

.....

.....

Signature of Director/Secretary

Signature of Director

.....

.....

Name of Director/Secretary

Name of Director

EXECUTED for and on behalf of Shadow Wolf Pty Ltd (A.C.N. 671-042-881) in its capacity as Trustee for the The Shadow Wolf Superannuation Fund in its capacity as trustee for the The Shadow Wolf Superannuation Fund in accordance with section 127(1) of the *Corporations Act 2001 (Cth)*

.....

.....

Signature of Director/Secretary

Signature of Director

.....

.....

Name of Director/Secretary

Name of Director

WA PainRX Unit Trust
CONSENT TO ACT AS TRUSTEE

The WA PainRX Unit Trust was established by deed dated 07/05/2024.

WA PainRx Pty Ltd (A.C.N. 677-163-512) consents to act as trustee of the WA PainRX Unit Trust that is to be created by a deed date 07/05/2024 between the Initial Unit Holder(s) and WA PainRx Pty Ltd as trustee.

Date: _____

Signed: _____

Brian Mun Wei Hue
Signed as director for WA PainRx Pty Ltd, A.C.N. 677-163-512

**Minutes of a Meeting of
WA PainRx Pty Ltd (A.C.N. 677-163-512)
as Trustee for the WA PainRX Unit Trust**

Date of Meeting:	07/05/2024
Time of Meeting:	
Address of Meeting:	
Attendees (and Role):	Brian Mun Wei Hue Rajiv Menon Michael George Veltman
Chairperson:	- Select One-

Business

The meeting **noted** that the requirements for notice of the meeting has been satisfied and that the directors had approved the holding of the meeting at the place, on the date and time specified.

The meeting **resolved** that:

- the Company having consented to act as trustee of the WA PainRX Unit Trust, created by a deed dated 07/05/2024 between the company as trustee and the Unit Holders.
- the Company execute in accordance with its constitution the trust deed by the trustee signing the document in accordance with section 127(1) of the Corporations Act 2001, and hereby agree to be bound by the provisions of the trust deed.
- the trust deed be submitted by the Trustee for stamping at the relevant state duties office (where required)
- the Company distinguish all transactions and responsibilities that it undertakes on behalf of the WA PainRX Unit Trust from those transactions and responsibilities that it undertakes on its own behalf or in any other capacity.
- arrangements would be made to establish a bank account to be used for the purposes of operating the trust.
- each director of the Company be authorised separately to operate the bank account and to sign, draw, endorse or execute any cheque, promissory note, bankers draft, bill of exchange, or other negotiable instrument; and to give a receipt for money paid into the account.

This concluded the business of the meeting.

Signed as a true and correct record.

Signed by Chairperson

Date:

SCHEDULE 1
APPLICATION FOR UNITS

To the trustees:

We, Brian Mun Wei Hue and Leena Kumari Nagappan as joint holders in their capacity as Trustees for the Hue & Nagappan Superannuation Fund of 101 Rosedale Street, Floreat WA 6014 hereby apply for Ordinary Units at the unit price of \$1 in the WA PainRX Unit Trust.

If we are accepted as a unit holder, we agree to be bound by the terms of the Deed and to hold such units subject to the terms and condition of the Deed.

We understand that the trustee does not have to accept my application. If it is accepted, we will be issued with a certificate under clause 42. Once this happens, we are bound by the whole document.

We are aware that clause 46 allows the trustee to decide when sufficient funds have been accepted and, if that happens our application will not be accepted. We have been strongly advised to read the whole document, especially the wide powers given to the trustee and the liabilities attaching to unit holders and the trustee.

DATED this day of: 07/05/2024

Signed for the Joint Applicant: _____

Representative Name for Joint Applicant: _____

SCHEDULE 1
APPLICATION FOR UNITS

To the trustees:

I/We, the directors of R & R Menon Super Pty Ltd (A.C.N. 673-234-976) in its capacity as Trustee for the R & R Menon Super Fund of 24 Finnerty Street, Karrinyup WA 6018 hereby apply for Ordinary Units at the unit price of \$1 in the WA PainRX Unit Trust.

If I am accepted as a unit holder, I agree to be bound by the terms of the Deed and to hold such units subject to the terms and condition of the Deed.

I understand that the trustee does not have to accept my application. If it is accepted, I will be issued with a certificate under clause 42. Once this happens, I am bound by the whole document.

I am aware that clause 46 allows the trustee to decide when sufficient funds have been accepted and, if that happens my application will not be accepted. I have been strongly advised to read the whole document, especially the wide powers given to the trustee and the liabilities attaching to unit holders and the trustee.

Executed for and on behalf of R & R Menon Super Pty Ltd (A.C.N. 673-234-976) in its capacity as Trustee for the R & R Menon Super Fund

Signed by the Authorised Person: _____

Full Name of the Authorised Person: _____

Position of the Authorised Person: _____

SCHEDULE 1
APPLICATION FOR UNITS

To the trustees:

I/We, the directors of Shadow Wolf Pty Ltd (A.C.N. 671-042-881) in its capacity as Trustee for the The Shadow Wolf Superannuation Fund of 55 Ridge Street, South Perth WA 6151 hereby apply for Ordinary Units at the unit price of \$1 in the WA PainRX Unit Trust.

If I am accepted as a unit holder, I agree to be bound by the terms of the Deed and to hold such units subject to the terms and condition of the Deed.

I understand that the trustee does not have to accept my application. If it is accepted, I will be issued with a certificate under clause 42. Once this happens, I am bound by the whole document.

I am aware that clause 46 allows the trustee to decide when sufficient funds have been accepted and, if that happens my application will not be accepted. I have been strongly advised to read the whole document, especially the wide powers given to the trustee and the liabilities attaching to unit holders and the trustee.

Executed for and on behalf of Shadow Wolf Pty Ltd (A.C.N. 671-042-881) in its capacity as Trustee for the The Shadow Wolf Superannuation Fund

Signed by the Authorised Person: _____

Full Name of the Authorised Person: _____

Position of the Authorised Person: _____

**Minutes of a Meeting of
\$Trustee_Company\$ (A.C.N. 677-163-512)
as Trustee for the WA PainRX Unit Trust**

Date of Meeting:	07/05/2024
Time of Meeting:	
Address of Meeting:	
Attendees:	Brian Mun Wei Hue Rajiv Menon Michael George Veltman
Chairperson:	- Select One-

Application for units

The following applications have been received to become initial Unit Holders using the form set out in Schedule 1 of the Deed:

Applicant Name	Number of Units	Unit Class	Par Value per Unit (\$)
Brian Mun Wei Hue and Leena Kumari Nagappan as joint holders in their capacity as Trustees for the Hue & Nagappan Superannuation Fund	1,000,000.00 (partly paid to \$0.01)	Ordinary	1
R & R Menon Super Pty Ltd (A.C.N. 673-234-976) in its capacity as Trustee for the R & R Menon Super Fund	1,000,000.00 (partly paid to \$0.01)	Ordinary	1
Shadow Wolf Pty Ltd (A.C.N. 671-042-881) in its capacity as Trustee for the The Shadow Wolf Superannuation Fund	1,000,000.00 (partly paid to \$0.01)	Ordinary	1

Issuing of units

In accordance with clause 42, the trustee is required to issue each unit holder that is accepted with a certificate that sets out the class and number of units that the unit holder owns and any other payment or other terms relating to the units.

Trustee Resolutions

It was resolved that the directors will attend to the following matters:

1. Accept the above applications and payment for units as the initial Unit Holders in accordance with the Deed.
2. Instruct each Unit Holder as a party to the Deed to execute as an Initial Unitholder;

3. Execute the unit certificates and issue to each of the above initial Unit Holders;
4. Update the Register of Unit Holders.

This concluded the business of the meeting.

Signed as a true and correct record.

Signed by Chairperson

Date:

WA PainRX Unit Trust
UNIT CERTIFICATE

Certificate Number:

1

This is to certify that:

Brian Mun Wei Hue and Leena Kumari Nagappan as joint holders in their capacity as Trustees for the
Hue & Nagappan Superannuation Fund

is the entitled to hold the number of undermentioned units in the WA PainRX Unit Trust subject to the
conditions set out in the trust deed and entered into the Register of Unit Holders

on:

07/05/2024

Number of Units	Unit Class	Par Value per Unit (\$)	Amount Paid per Unit (\$)	Amount Unpaid per Unit (\$)
1,000,000.00 (partly paid to \$0.01)	Ordinary	1	\$ 0.01	0.99

EXECUTED by and on behalf of the Trustee(s):

Signature

Print name & capacity

_____/_____/_____
Date

WA PainRX Unit Trust
UNIT CERTIFICATE

Certificate Number:

2

This is to certify that:

R & R Menon Super Pty Ltd (A.C.N. 673-234-976) in its capacity as Trustee for the R & R Menon
Super Fund

is the entitled to hold the number of undermentioned units in the WA PainRX Unit Trust subject to the
conditions set out in the trust deed and entered into the Register of Unit Holders

on:

07/05/2024

Number of Units	Unit Class	Par Value per Unit (\$)	Amount Paid per Unit (\$)	Amount Unpaid per Unit (\$)
1,000,000.00 (partly paid to \$0.01)	Ordinary	1	\$ 0.01	0.99

EXECUTED by and on behalf of the Trustee(s):

Signature

Print name & capacity

_____/_____/_____
Date

WA PainRX Unit Trust
UNIT CERTIFICATE

Certificate Number:

3

This is to certify that:

Shadow Wolf Pty Ltd (A.C.N. 671-042-881) in its capacity as Trustee for the The Shadow
Wolf Superannuation Fund

is the entitled to hold the number of undermentioned units in the WA PainRX Unit Trust subject to the
conditions set out in the trust deed and entered into the Register of Unit Holders

on:

07/05/2024

Number of Units	Unit Class	Par Value per Unit (\$)	Amount Paid per Unit (\$)	Amount Unpaid per Unit (\$)
1,000,000.00 (partly paid to \$0.01)	Ordinary	1	\$ 0.01	0.99

EXECUTED by and on behalf of the Trustee(s):

Signature

Print name & capacity

_____/_____/_____
Date

WA PainRX Unit Trust
REGISTER OF UNITHOLDERS

Unit Holder Name	Unit Holder Address	Date Acquired	Certificate No.	Units Issued
Brian Mun Wei Hue and Leena Kumari Nagappan as joint holders in their capacity as Trustees for the Hue & Nagappan Superannuation Fund	101 Rosedale Street, Floreat WA 6014	07/05/2024	1	1,000,000.00 (partly paid to \$0.01)
R & R Menon Super Pty Ltd (A.C.N. 673-234-976) in its capacity as Trustee for the R & R Menon Super Fund	24 Finnerty Street, Karrinyup WA 6018	07/05/2024	2	1,000,000.00 (partly paid to \$0.01)
Shadow Wolf Pty Ltd (A.C.N. 671-042-881) in its capacity as Trustee for the The Shadow Wolf Superannuation Fund	55 Ridge Street, South Perth WA 6151	07/05/2024	3	1,000,000.00 (partly paid to \$0.01)