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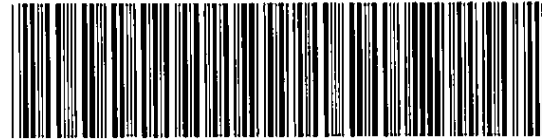
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**CT CORP**  
**(850) 656- 4724**  
**3458 lakesore Drive**  
**Tallahassee, FL 32312**

**Date:** 01/25/2024

Acc#I20160000072

*en: c DW*

Name:	SJ USA Unit Trust
Document #:	
Order #:	15343669 - 1

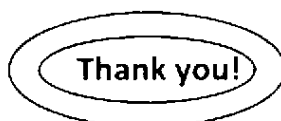
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Amount: \$ **358.75**



**AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE  
TO FILE OR QUALIFY**

SJ USA Unit Trust

**A** VICTORIA, AUSTRALIA **TRUST**

In accordance with Section 609.02 of the Florida Statutes, pertaining to  
Common Law Declarations of Trust, the undersigned, the Chairman of the  
Board of Trustees of SJ USA Unit Trust, a

(Name of Trust)  
Victoria, Australia Trust hereby affirms in order to file or qualify  
(State)  
SJ USA Unit Trust, in the State of Florida.  
(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is 4344 Philips Hwy, Jacksonville, FL 32207

3. The registered agent and street address in the State of Florida is:  
CT Corporation System

1200 South Pine Island Road, Plantation, FL 33607

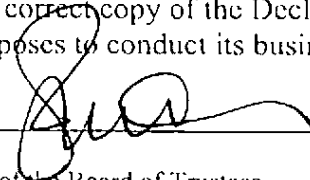
4. Acceptance by the registered agent: Having been named as registered  
agent to accept service of process for the above named Declaration of Trust  
at the place designated in this affidavit, I hereby accept the appointment as  
registered agent and agree to act in this capacity.

/s/ Donna Peterson, Assistant Secretary

(Signature of Registered Agent)

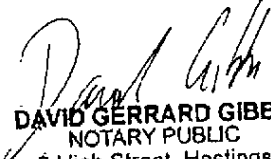
5. I certify that the attached is a true and correct copy of the Declaration of  
Trust under which the association proposes to conduct its business in  
Florida.

NOTARY

  
Name:  
Chairman of the Board of Trustees

Filing Fee: \$350.00  
Certified Copy: \$ 8.75 (optional)

CR2E063(3/00)

  
**DAVID GERRARD GIBBS**  
NOTARY PUBLIC  
2 High Street, Hastings  
Victoria Australia  
My commission does not expire



**RECORD OF DECISIONS TAKEN BY THE SOLE DIRECTOR OF SJ VOYAGES PTY LTD AT 53 SUMMERFIELD DRIVE, MORNINGTON ON 10 FEBRUARY, 2016 AT 5:45 PM**

**INVITATION TO ACT AS TRUSTEE**

It was noted that an opportunity existed for the company to act as trustee of a unit trust to be known as the SJ USA Unit Trust.

It was RESOLVED that the Company accepts the invitation to hold office as trustee of the SJ USA Unit Trust.

**TRUST DEED**

A Unit Trust Deed was produced and tabled, the terms of which were considered.

It was RESOLVED that the company enter into the Unit Trust Deed in its capacity as trustee and that Jacalyn Marie Twentyman be and is hereby authorised to execute the Unit Trust Deed for and on behalf of the Company.

**APPLICATION FOR UNITS**

An Application for Units in the SJ USA Unit Trust was tabled, the details being as follows:-

SJ Vibrations Pty Ltd, ACN 610 664 134 as trustee for the SJ USA Discretionary Trust	
Number of units:	One thousand (1,000)
Total application monies payable:	One dollar (\$1.00) per unit
Application monies tendered:	One thousand dollars (\$1,000.00)
Balance payable:	Nil

It was noted that the above application was accompanied by the application monies mentioned above.

It was RESOLVED that the above application be approved and that the relevant units in the Unit Trust be issued in accordance with the application.

**ISSUE OF UNIT CERTIFICATE**

It was RESOLVED that authority be and is hereby given to issue a Unit Certificate in the SJ USA Unit Trust as follows:-

Certificate Number:	1
Certificate Holder:	SJ Vibrations Pty Ltd, ACN 610 664 134 as trustee for the SJ USA Discretionary Trust
Number of Units:	One thousand (1,000)

**REGISTER OF UNIT HOLDERS**

It was RESOLVED to prepare a Register of Unit Holders and all other registers required to be maintained pursuant to the provisions of the Unit Trust Deed.

**Certified to be a true copy of the original seen by me.**

**Name:** Justin Penkethman

**Occupation:** CPA Accountant 9113781

**Address:** Suite 3, Level 1, 974 Main Rd, Eltham Victoria 3095

**Ph:** 03 9431 6163

**Signature:** .....



Jacalyn Marie Twentyman  
SOLE DIRECTOR

# Unit Certificate

## SJ USA Unit Trust

THE TRUSTEE  
SJ Voyages Pty Ltd, ACN 610 664 161

### HEREBY CERTIFIES THAT

SJ Vibrations Pty Ltd  
ACN 610 664 134  
as trustee for the SJ USA Discretionary Trust  
of  
C/-Base Accounting & Tax Pty Limited  
Suite 3, Level 1, 974 Main Road  
ELTHAM VIC 3095

is the registered holder of

One thousand (1,000) Units

in

SJ USA Unit Trust

such Units being held subject to and with the benefit of the terms and conditions  
of the Deed establishing the said Unit Trust.

*Certificate number: 1*

*Date: 10 February, 2016*

EXECUTED by SJ VOYAGES PTY LTD, ACN 610  
664 161, in accordance with the  
Corporations Act:



Jacalyn Marie Twentyman  
SOLE OFFICER

Certified to be a true copy of the original seen by me.

Name: Justin Penkethman

Occupation: CPA Accountant 9113781

Address: Suite 3, Level 1, 974 Main Rd, Eltham Victoria 3095

Ph: 03 9431 6163

Signature: 

# SJ USA Unit Trust

## APPLICATION FOR UNITS

To: The Director  
SJ Voyages Pty Ltd  
Trustee for the SJ USA Unit Trust  
C/- Base Accounting & Tax Pty Limited  
Suite 3, Level 1, 974 Main Road  
ELTHAM VIC 3095

### Details of Applicant

Name:	SJ Vibrations Pty Ltd, ACN 610 664 134 as trustee for the SJ USA Discretionary Trust
of:	C/-Base Accounting & Tax Pty Limited Suite 3, Level 1, 974 Main Road ELTHAM VIC 3095

(the Applicant) hereby applies for units in the SJ USA Unit Trust as set out below and, in consideration of becoming registered as a Unit Holder of the SJ USA Unit Trust, this Applicant undertakes and agrees to be bound by the terms and provisions of the trust deed governing the SJ USA Unit Trust including any amendments to the trust deed and any supplemental deed which may from time to time be properly made.

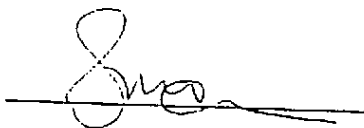
### Details of units the subject of this application

Number of units:	One thousand (1,000)
Consideration payable:	One dollar (\$1.00) per unit
Funds for these units:	One thousand dollars (\$1,000.00) for the parcel
Class of units:	Ordinary
Fully paid/partly paid:	Fully paid

### Date

10 February, 2016

EXECUTED by SJ VIBRATIONS PTY  
LTD, ACN 610 664 134, in  
accordance with the Corporations  
Act:



Jacalyn Marie Twentyman  
SOLE OFFICER

Certified to be a true copy of the original seen by me.

Name: Justin Penkethman

Occupation: CPA Accountant 9113781

Address: Suite 3, Level 1, 974 Main Rd, Eltham Victoria 3095

Ph: 03 9431 6163

Signature: 

RECORD OF DECISIONS TAKEN BY THE SOLE DIRECTOR OF SJ VOYAGES PTY LTD HELD AT 53 SUMMERFIELD DRIVE, MORNINGTON ON 10 FEBRUARY, 2016 AT 5:15 PM

**REGISTRATION**

It was noted that the Company was registered as of today and a copy of the Constitution was tabled.

**APPOINTMENT OF FIRST DIRECTOR**

Having first received a signed consent and disclosure from the person named below, it was noted that the sole director had become the first Director of the Company:

Jacalyn Marie Twentyman

**APPOINTMENT OF SECRETARY**

It was noted that Mrs J M Twentyman intended to act as a Secretary of the Company and that the Consent to Act as a Secretary was tabled.

It was RESOLVED that Jacalyn Marie Twentyman be and is hereby appointed as Secretary of the Company with immediate effect.

**APPOINTMENT OF PUBLIC OFFICER**

It was noted that Mrs J M Twentyman intended to act as a Public Officer of the Company and that the Consent to Act as a Public Officer was tabled.

It was RESOLVED that Jacalyn Marie Twentyman be and is hereby appointed as Public Officer of the Company with immediate effect.

**SUBSCRIBER**

It was noted that the person listed below had consented to become a member of the Company and had subscribed to the Company's Constitution. It was RESOLVED that these details be recorded in the Register of Members.

Name:	Jacalyn Marie Twentyman
Nature of holding:	Held beneficially
Class of shares:	Ordinary shares
Number of shares:	100
Amount payable:	\$1.00 per share
Consideration paid:	\$100.00 for the parcel

**ISSUE OF SHARE CERTIFICATE**

It was RESOLVED that authority be and is hereby given to issue a Share Certificate as follows:

Certificate Number:	1
Certificate holder:	Jacalyn Marie Twentyman
Number of shares:	One hundred (100)
Class of shares:	Ordinary shares

**REGISTERED OFFICE**


It was noted and confirmed that the address of the registered office of the Company is located at the offices of Base Accounting & Tax Pty Limited, Suite 3, Level 1, 974 Main Rd, Eltham Victoria 3095.

Certified to be a true copy of the original seen by me.  
Name: Julian Penkethman

Occupation: CPA Accountant 9113781

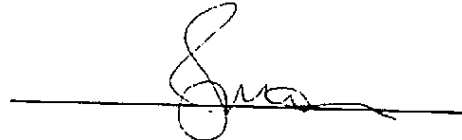
Address: Suite 3, Level 1, 974 Main Rd, Eltham Victoria 3095

Ph: 03 9431 6163

Signature: 

**PRINCIPAL PLACE OF BUSINESS**

It was noted and confirmed that the address of the principal place of business of the Company is located at 53 Summerfield Drive, Mornington.



Jacalyn Marie Twentyman  
SOLE DIRECTOR

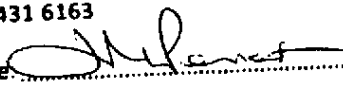
Certified to be a true copy of the original seen by me.

Name: Justin Penkethman

Occupation: CPA Accountant 9113781

Address: Suite 3, Level 1, 974 Main Rd, Eltham Victoria 3095

Ph: 03 9431 6163

Signature: 



# SJ Voyages Pty Ltd

## STATEMENT OF SUBSCRIBER

*Registered Office*  
*C/- Base Accounting & Tax Pty Limited*  
*Suite 3, Level 1, 974 Main Road*  
*ELTHAM VIC 3095*

The undersigned party passed certain resolutions today, 10 February, 2016, as set out below:

- a company be formed using the name of SJ Voyages Pty Ltd;
- the proposed company be a proprietary company limited by shares;
- the undersigned party has consented to become a member of the company and will take up the number and type of shares, and for the consideration, set out in writing and provided by each party;
- the proposed company will be governed by the regulations set out in the proposed constitution perused and agreed to by the undersigned party;
- to appoint as a director the person named below, who has provided a signed consent to act as a director:

Jacalyn Marie Twentyman

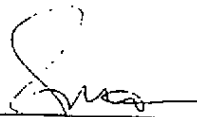
- to appoint as the secretary the person named below, who has provided a signed consent to act as a secretary:

Jacalyn Marie Twentyman

- that Suite 3, Level 1, 974 Main Road, Eltham be the address of the company's proposed registered office; and
- that 53 Summerfield Drive, Mornington be the address of the company's proposed principal place of business.

Execution by the Subscriber

Jacalyn Marie Twentyman

  
SIGNATURE

Certified to be a true copy of the original seen by me.

Name: Justin Penkethman

Occupation: CPA Accountant 9113781

Address: Suite 3, Level 1, 974 Main Rd, Eltham Victoria 3095

Ph: 03 9431 6163

Signature: 

**SJ Voyages Pty Ltd**  
**CONSENT TO ACT AS DIRECTOR**

*Registered Office*  
*C/- Base Accounting & Tax Pty Limited*  
*Suite 3, Level 1, 974 Main Road*  
*ELTHAM VIC 3095*

10 February, 2016

I hereby consent to act as a Director of the proposed Company named above.

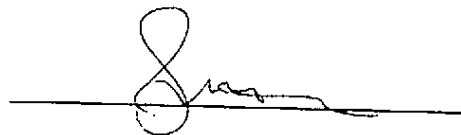
I advise that:

- if I have an equity interest in this Company, it is detailed below
- all matters required to be disclosed under section 191 of the *Corporations Act*, including but not limited to:
  - an interest in any contract or proposed contract with the Company; and/or
  - any office or property held,

which may create a conflict with my duties or interests as a Director, have been or will be disclosed by me as required under section 191 of the *Corporations Act*.

Full Name:	Jacalyn Marie Twentyman
Residential Address:	53 Summerfield Drive MORNINGTON VIC 3931
Date of Birth:	9 January, 1965
Place of Birth:	Scarborough Ontario, Canada
Equity interest held in Company:	One hundred (100) fully paid Ordinary shares

Jacalyn Marie Twentyman



Certified to be a true copy of the original seen by me.

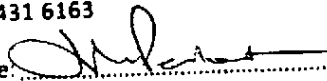
Name: Justin Penkethman

Occupation: CPA Accountant 9113781

Address: Suite 3, Level 1, 974 Main Rd, Eltham Victoria 3095

Ph: 03 9431 6163

Signature: .....



# SJ Voyages Pty Ltd

## CONSENT TO BECOME A MEMBER

*Registered Office*  
C/- Base Accounting & Tax Pty Limited  
Suite 3, Level 1, 974 Main Road  
ELTHAM VIC 3095

10 February, 2016

The person whose details appear below hereby consents to become a member of the above proposed company and, in so doing:


- agrees to be bound by the constitution of the proposed company;
- agrees to subscribe for shares in the capital of the proposed company

### Subscriber details

Name of Subscriber:	Jacalyn Marie Twentyman
Address of Subscriber:	53 Summerfield Drive MORNINGTON VIC 3931

### Share details

Class of Shares:	Ordinary shares
Number of Shares:	One hundred (100)
Consideration Payable:	\$1.00 per share
Funds for these Shares:	\$100.00 for the parcel
Fully Paid/Partly Paid:	Fully paid

  
Jacalyn Marie Twentyman

Certified to be a true copy of the original seen by me.  
Name: Justin Penkethman  
Occupation: CPA Accountant 9113781  
Address: Suite 3, Level 1, 974 Main Rd, Eltham Victoria 3095  
Ph: 03 9431 6163

Signature: 

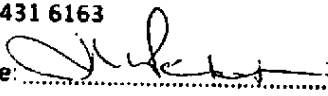
## DEED OF SETTLEMENT

### SJ USA Unit Trust

Deed for Unit Trust  
In accordance with the *Trustee Act 1958*

*Prepared for*  
Base Accounting & Tax Pty Limited  
Suite 3, Level 1, 974 Main Road  
ELTHAM VIC 3095

Certified to be a true copy of the original seen by me.  
Name: Justin Penkethman  
Occupation: CPA Accountant 9113781  
Address: Suite 3, Level 1, 974 Main Rd, Eltham Victoria 3095  
Ph: 03 9431 6163

Signature: 

**SJ USA Unit Trust  
DEED OF SETTLEMENT  
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Certified to be a true copy of the original seen by me.

Name: Justin Penkethman

Occupation: CPA Accountant 9113781

Address: Suite 3, Level 1, 974 Main Rd, Eltham Victoria 3095

Ph: 03 9431 6163

Signature: \_\_\_\_\_

**SJ USA Unit Trust  
DEED OF SETTLEMENT  
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Certified to be a true copy of the original seen by me.

Name: Justin Penkethman

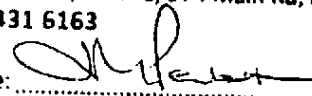
Occupation: CPA Accountant 9113781

Address: Suite 3, Level 1, 974 Main Rd, Eltham Victoria 3095

Ph: 03 9431 6163

Signature: .....

**SJ USA Unit Trust**  
**DEED OF SETTLEMENT**

Certified to be a true copy of the original seen by me.  
Name: Justin Penkethman  
Occupation: CPA Accountant 9113781  
Address: Suite 3, Level 1, 974 Main Rd, Eltham Victoria 3095  
Ph: 03 9431 6163  
Signature: 

THIS TRUST DEED is made the day and year specified in the Schedule hereto.

**PARTIES**

1. The Person named in the Schedule as the first unit holder (the First Unit Holder) of the one part; and
2. The Person named in the Schedule as the trustee (the Trustee) of the other part.

**RECITALS**

- A. The First Unit Holder has requested and the Trustee has agreed to act as trustee of the trust constituted by this Deed (the Trust).
- B. The First Unit Holder has agreed to take up the number of Units as set out opposite its name in the Schedule and has paid or will pay on the execution of this Deed in respect thereof to the Trustee the sum per Unit mentioned in the Schedule.
- C. The Trust is for the benefit of each and every Unit Holder who shall at any time hold Units in the Trust in proportion to the Units held by them.
- D. The Trustee has agreed to hold the Trust Fund as hereinafter defined upon the trusts and with and subject to the powers and provisions as hereinafter expressed.

**THIS DEED WITNESSES:**

**PART A - GENERAL**

**1. Declaration of Trust**

In consideration of the premises the Trustee and the First Unit Holders hereby agree that the Trustee shall and the Trustee HEREBY DECLARES that the Trustee will henceforth stand possessed of the Trust Fund and the income thereof for the Unit Holders upon the trusts hereinafter set out and with and subject to the powers and provisions hereinafter expressed concerning the same.

**2. Name of Trust**

The Trust hereby constituted shall be known by the name set out in the Schedule.

**3. Definitions**

In the Deed and the Schedule hereto and in any certificates or other documents issued hereunder the following terms where the context so requires or admits shall have the following meanings:-

**Accounting Period** means any period of twelve months ending on the 30th day of June in any year, provided that the period commencing on the date hereof and ending on the 30th day of June next shall be an Accounting Period and the period commencing on the 1st day of July immediately prior to the Termination Day and ending on a Termination Day shall also be an Accounting Period.

**Act** means the *Income Tax Assessment Act 1936* (Commonwealth) and/or the *Income Tax Assessment Act 1997* (Commonwealth) as applicable and as amended from time to time.

Deed of Settlement  
SJ USA Unit Trust

**Associate** has the same meaning as in Section 318 of the Act.

**Australian Accounting Principles** means the generally accepted accounting principles including accounting principles, standards and procedures used to compile financial statements.

**Authorisation** means an authorisation given to the Trustee by those Voting Unit Holders who, unless a higher majority is stated, hold a simple majority of Voting Units.

**Child** in relation to a Unit Holder or Relative includes an adopted child, an ex-nuptial child and a Child of a Spouse, Widow or Widower and **Children, Grandchildren, Issue and Remoter Issue** shall have a corresponding meaning.

**Deed** means this deed as originally executed and as it may from time to time be amended and includes any Deed supplemental thereto.

**Eligible Applicant** means:-

- (a) any Unit Holder;
- (b) any Relatives either solely or jointly with any of the Unit Holders;
- (c) the trustee or trustees of any trust or settlement (whether arising by will or by reason of a disposition inter vivos) from time to time in existence under which a Unit Holder or a Relative has a beneficial interest (whether or not any person or persons not being a Relative also has an interest);
- (d) any corporation in which a Unit Holder or a Relative is a member or owns beneficially the whole or any part of the issued share capital (whether or not any other person not being a Relative is also a member or owns beneficially one or more shares therein).

**Net Income** shall, unless the Trustee otherwise determines, mean all profits or gains taken into account in calculating the net income of the Trust as defined in section 95 of the Act unless the Trustee shall prior to the end of each Accounting Period determine that the provisions of this Clause shall not apply in relation thereto and in the event of any such determination being made, the "Net Income" means the net income as determined by the Trustee pursuant to this Deed.

**Parent** in relation to a Unit Holder or Relative includes the parent of a Spouse, Widow and Widower of a Unit Holder or Relative and **Grandparent** has a corresponding meaning.

**Person or Persons** means and includes any natural person, company, corporation, firm or body of persons.

**Relative** includes the Grandparents, Parents, uncles, aunts, brothers, sisters, cousins, Spouses, nephews, nieces, Widows, Widowers, Associates, Children, Grandchildren and Remoter Issue of any Unit Holder (jointly referred to as **Immediate Family**) and the Spouses, Widows, Widowers, Children, Grandchildren and Remoter Issue of the Immediate Family.

**Set Aside** in relation to a Unit Holder includes placing sums to the credit of that Unit Holder in the books of the Trust Fund and **Pay** includes transfer, assign, convey and distribute.

**Sole Trustee** means:-

- (a) one individual; or
- (b) one duly registered company, without the need for that company to have any particular qualifications or specifications.

**Spouse, Widow and Widower** in relation to a Unit Holder or Relative includes a former spouse and a person, although not legally married to the Unit Holder or Relative, who lives (or in the case of Widow or Widower lived with the Unit Holder or Relative prior to the Unit Holder's or Relative's death) or

Certified to be a true copy of the original seen by me.

Name: Justin Penkethman

Occupation: CPA Accountant 9113781

Address: Suite 3, Level 1, 974 Main Rd, Eltham Victoria 3095

Ph: 03 9431 6163

Signature: .....



Deed of Settlement  
SJ USA Unit Trust

formerly lived with the Unit Holder or Relative on a bona fide domestic basis as the spouse or partner of the Unit Holder or Relative and a person does not cease to be a Spouse, Widow or Widower.

Stephen means Stephen John Twentyman of 53 Summerfield Drive, Mornington in the State of Victoria

**Termination Day** means the date specified by the Trustee after receiving Authorisation of such date, provided such date does not infringe the rule against perpetuities.

**Trustee** means and includes the Person or Persons named and described in the Schedule as the trustee or the trustees for the time being of this Trust whether original additional or substituted.

**Trust Fund** means:-

- (a) the amounts received from the First Unit Holder as set out in Recital B;
- (b) any amounts received on the further allotment of Units;
- (c) all moneys investments and Property from time to time paid or transferred to and accepted by the Trustee as additions to the Trust Fund;
- (d) all accumulations of Net Income hereinafter empowered; and
- (e) the moneys investments and Property from time to time representing the said moneys additions accretions and accumulations or any part thereof or into which the same may be converted.

**Unit** means any undivided part or share of the Trust Fund.

**Unit Holder** means the Person for the time being and from time to time registered under the provisions of this Deed as the holder of a Unit and includes Persons jointly so registered and includes Persons (including trustees of trusts or settlements whether arising by will or by reason of a disposition inter vivos) who, from time to time until the Termination Day come within the foregoing descriptions notwithstanding that the trusts or settlements of which they are trustees have not been created or come into existence at the date of this Deed and may not take effect until after the date of this Deed, and Unit Holders shall have a corresponding meaning.

**Voting Unit** means a Unit which confers an entitlement to vote on any matter.


**Voting Unit Holder** means any Unit Holder who holds a Voting Unit.

#### 4. Interpretation of Deed

- 4.1 Headings are used for convenience only and are not to be construed as in any way affecting or qualifying the meaning of any of the provisions of this Deed.
- 4.2 Words importing the singular shall include the plural and vice versa and words in the first person singular shall include the third person singular and words importing the masculine gender shall include the feminine and neuter genders and vice versa.
- 4.3 References to any statutory enactment shall mean and be construed as references to that enactment as amended and re-enacted from time to time and to every statute substituted therefore.

#### 5. Proper Law of the Trust

This Deed and the trusts hereof shall be construed and take effect in accordance with the laws for the time being of the jurisdiction mentioned in the Schedule hereto and the rights, liabilities and obligations of the Trustee and the Unit Holders shall be governed by the laws of the said jurisdiction and any proceedings to enforce such rights, liabilities or obligations shall be taken in the Courts of that jurisdiction and not otherwise.

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## 6. Relationship Between the Parties

- 6.1 Nothing in this Deed shall constitute or shall be deemed to constitute the relationship of:-
- (a) principal and agent between the Trustee or the Unit Holders;
  - (b) partners as between:-
    - (i) the Trustee or the Unit Holders;
    - (ii) the Unit Holders inter se.
- 6.2 The Trust Fund shall be held by the Trustee upon trust for the Unit Holders for the time being and from time to time in proportion to the number of Units held by them.
- 6.3 All Net Income payable in accordance with the provisions of this Deed to the Unit Holders shall be payable to them severally and income received by the Trustee shall not be received or construed as received by or on behalf of the Unit Holders jointly or otherwise but shall be received solely as Trustee.
- 6.4 The beneficial interest of the Unit Holders in the Trust Fund shall be divided into Units. Each Unit shall confer an equal interest in the Trust Fund but shall not confer any interest in any particular part of the Trust Fund nor in any investment but only such interest in the Trust Fund as is conferred on a Unit under the provision contained in this Deed.

## 7. First Unit Holder

Where the First Unit Holder is beneficially entitled under this Deed as a trustee under existing deeds of settlement for the benefit of Persons or classes of Persons (as the case may be) named in such deed, nothing therein contained shall entitle any such First Unit Holder to any interest in the Trust Fund or the Net Income thereof other than in a fiduciary capacity as such a trustee.

## 8. Agreement to Bind All Persons Claiming Through a Unit Holder

The terms and conditions of this Deed and of any supplemental deed hereto shall be deemed to be binding upon the Trustee and each and every Unit Holder who shall at any time hold Units in the Trust and all Persons claiming through them or any one of them respectively and each Unit Holder shall be deemed to have executed this Deed as from time to time varied.

## 9. Liability of a Unit Holder

A Unit Holder is only liable to contribute to the Trust Fund to the extent of the unpaid part of the price of the Units held by the Unit Holder.

## 10. Advances to the Trust Fund

- 10.1 The Trustee may at any time request (**Request**) the Unit Holders to make an advance (**Advance**) to the Trust Fund such sum or sums as the Trustee may from time to time require provided that:-
- (a) the Trustee has been given prior Authorisation;
  - (b) the Advance to be made by each Unit Holder will be of an amount which is pro rata in proportion to the number of Units held by each of them;
  - (c) the sum of all Advances made during an Accounting Period shall not exceed fifty per cent (50%) of the aggregate distribution of Net Income made during the Accounting Period immediately preceding the Request.
- 10.2 If, within a period of thirty (30) days upon receiving a Request, a Unit Holder shall not have lent the whole or any part of the Advance required to be lent by such Unit Holder pursuant

to the Request, then without prejudice to the rights of the Trustee to recover such moneys by legal process, the Trustee shall be entitled to retain the whole or any part of any further distribution of Net Income or capital to such Unit Holder to the extent necessary to satisfy the Advance due pursuant to any such Request and to treat such retained amount as the Advance from such Unit Holder.

- 10.3 With Authorisation, the Trustee shall determine the manner and terms for the repayment of the Advance and the payment of interest thereon (if any).

## 11. Amendment of the Trust Deed

This Deed is irrevocable and shall not be capable of being amended, revoked, added to, restricted or otherwise affected or varied in any way.

## 12. Appointment and Removal of Trustee

- 12.1 With Authorisation, the Trustee may at any time:-

- (a) resign as Trustee hereof;
- (b) appoint an additional Trustee;
- (c) appoint a new Trustee or Trustees in its place in the event of it retiring or resigning as Trustee or ceasing to be a Trustee by operation of law or pursuant to the provisions of this Trust Deed.

- 12.2 The Voting Unit Holders may at any time and from time to time by deed or by notice in writing delivered to the Trustee:-

- (a) appoint a new trustee in place of an existing trustee; or
- (b) appoint a new trustee in addition to and jointly with an existing trustee,

in their absolute and unfettered discretion. Such removal or appointment shall require the consent of those Unit Holders holding not less than three-quarters of the Voting Units and shall take effect from the date of such notice.

- 12.3 An appointment of a new Trustee in place of an existing Trustee pursuant to Clause 12.1 or 12.2 may appoint a Sole Trustee, including a corporation, as Trustee in the place of one or more existing Trustees.

- 12.4 Upon a Trustee, being a Sole Trustee, named in the Schedule hereto resigning office as Trustee or otherwise ceasing to be a Trustee, a new Trustee shall be appointed in accordance with Clause 12.2 of this Deed.

- 12.5 The office of a Trustee shall be ipso facto determined and vacated if:-

- (a) a Trustee being an individual:-
  - (i) shall be found to be a lunatic or of unsound mind; or
  - (ii) shall become subject to the bankruptcy laws; or
  - (iii) remains out of the place in which this Trust is for the time being administered for more than twelve (12) months; or
- (b) if a Trustee being a company shall enter into liquidation, whether compulsory or voluntary (not being merely a voluntary liquidation for the purposes of amalgamation or reconstruction).

- 12.6 Upon a Trustee ceasing to hold office, the Trustee shall be released from all obligations under this Deed arising after the date of such retirement except an obligation to concur in any assurance necessary or which the continuing or new Trustee considers desirable to vest the Trust Fund or any part thereof in the continuing or new Trustee.

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- 12.7 The costs, charges and expenses of and incidental to the retirement of any Trustee and the appointment of new, additional or substitute Trustees shall be borne by the Trust Fund.

### 13. Exercise of the Trustee's Powers

The exercise of any discretion or power conferred or imposed upon the Trustee or the making of any decision or determination by the Trustee:-

- 13.1 where the Trustee is a company, may be exercised or made by resolution of:-

- (a) its directors; or
- (b) the governing body of the Trustee

or the relevant decision-making body may delegate the right and power to exercise any such discretion or power to one or more of its directors or members of its governing body appointed unanimously from time to time by its board or governing body for that purpose and may by majority resolution of its directors terminate any such delegated authority provided that the method of making any decision or determination is consistent with the provisions of the constitution of the Trustee.

- 13.2 where the Trustee is a sole individual, may be exercised or made by that sole individual by recording the decision or determination in writing and signing the record;

- 13.3 where the Trustee is two (2) or more individuals, may be exercised or made where a simple majority of the individuals vote in favour of the decision,

and without limiting the ability of the Trustee to make a decision or determination by other means, the Trustee may effect a decision or determination for the purposes of this Deed by written statement whether or not published to any Person and a certificate by the Trustee as to any determination shall be prima facie evidence that such determination was made as and when set out in such certificate.

### 14. Meetings of Unit Holders

- 14.1 The Trustee may whenever it thinks fit convene a meeting of Voting Unit Holders. The Trustee shall convene a meeting of Voting Unit Holders if required to do so by a requisition signed by or on behalf of Voting Unit Holders registered as the holders in aggregate of twenty per cent (20%) or more of Voting Units.

- 14.2 Not less than fourteen (14) days' notice shall be given of every meeting of Voting Unit Holders and notice shall be given to all Voting Unit Holders. A meeting may be held at shorter notice with the consent of all Voting Unit Holders entitled to receive notice and attend such meeting.

- 14.3 The Trustee will nominate a person to act as chair of every meeting of Voting Unit Holders. In the event of an equality of votes, the chair shall not have a casting vote.

- 14.4 The quorum for a meeting shall be two (2) Voting Unit Holders present personally or by proxy and representing in aggregate not less than fifty one per cent (51%) of the Voting Units.

- 14.5 Every question arising at a meeting of Voting Unit Holders shall be decided by a show of hands unless a poll be demanded. A poll may be demanded by Voting Unit Holders holding not less than twenty per cent (20%) of the Voting Units. Upon a poll every Voting Unit Holder present in person or by proxy shall have one (1) vote for every Voting Unit held by it.

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- 14.6 Unless at any time the Voting Unit Holders agree to the contrary and inform the Trustee in writing to this effect, then and until such time any Authorisation given in pursuance of this Deed shall be given in writing and signed by those Voting Unit Holders who voted in favour of the Authorisation. In the case of Voting Unit Holders which are corporations, the Authorisation shall be signed for or on behalf of such corporation by a duly authorised person.
- 14.7 Where the Authorisation referred to in Clause 14.6 is signed by those Voting Unit Holders who hold a simple majority of Voting Units, the Authorisation shall be effective and binding on the Trustee.

## PART B - TRUST FUND

### 15. Entitlement of Unit Holders

- 15.1 No Unit Holder shall be entitled to require the Trustee to pay to him any part of the Trust Fund nor to transfer to him any of the assets or property of the Trust Fund nor to deal with any part of the Trust Fund otherwise than as provided for in this Deed.
- 15.2 No Unit Holder shall be entitled to interfere with or question the exercise or non-exercise by the Trustee of any of the trusts, powers, authorities or discretions conferred upon the Trustee by this Deed nor the manner of exercise thereof by the Trustee.

### 16. Assets of the Trust Fund

- 16.1 Assets to be vested in the Trustee may consist of any investments authorised by this Deed or cash or any combination of such investments and cash in accordance with this Deed.
- 16.2 Any Net Income which the Trustee shall accumulate shall be dealt with as an accretion to the capital of the Trust Fund.

### 17. Net Income

- 17.1 The Trustee shall hold the Net Income of the Trust Fund in each Accounting Period in trust for the Unit Holders in proportion to the number of Units held by them on the last day of that Accounting Period.
- 17.2 The Trustee may, in his absolute discretion, make an interim distribution of Net Income at such time or times as he shall think fit during any Accounting Period and each such interim distribution shall be distributed among the Unit Holders in proportion to the number of Units held by them at the date of such distribution.
- 17.3 No moneys to which any Unit Holder is entitled under the provisions of this Clause shall form part of the Trust Fund but shall be held by the Trustee upon separate trusts, but with power to the Trustee pending payment to invest, apply or deal with such moneys in the same manner as the Trustee may invest, apply or deal with the Trust Fund.
- 17.4 Notwithstanding the provisions of Clauses 17.1, 17.2 and 17.3, the Trustee may, with Authorisation, determine in writing to accumulate all or any part of the Net Income of the Trust Fund with respect to any Accounting Period and, on the making of such a determination, the amount so to be accumulated shall thenceforth form part of the Trust Fund.

### 18. Trust Fund

- 18.1 With Authorisation, the Trustee may return capital to the holder or holders of Units living or in existence at any time before the Termination Day.

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- 18.2 With Authorisation, the Trustee may, at any time or from time to time before the Termination Day, determine that all or any part of the Trust Fund be thereupon or at any time distributed, transferred or paid to the Unit Holders in proportion to the number of Units held by them at the date of any such Authorisation in addition to any Net Income to which the Unit Holders may from time to time be entitled.
- 18.3 On and from the Termination Day, the Trustee shall hold the Trust Fund for the Unit Holders in proportion to the number of Units held by them at the commencement of that day.
- 18.4 As soon as practicable after the Termination Day, the Trustee shall, in the absence of any Authorisation to the contrary and subject to the provisions of this Deed, sell, call in and convert into money or cause to be sold, called in and converted into money, the Trust Fund.
- 18.5 If the Trustee receives an Authorisation to do so, the Trustee shall sell all or any of the assets and investments as aforesaid by public auction, and each and every asset and investment shall be sold to the highest bidder and any Unit Holder may bid at such public auction.
- 18.6 As soon as is practicable after the completion of events as expressed in Clauses 18.4 and 18.5, the Trustee shall distribute the proceeds of such sale, calling in and conversion into money less all costs and expenses incurred by the Trustee therefore, amongst the Unit Holders living or in existence at the time of the Termination Day in proportion to the number of Units held by them at the commencement of the Termination Day.
- 18.7 The Trustee may postpone the sale, calling in and conversion of all or any part of the Trust Fund for such period as he shall think fit without being responsible for any loss or depreciation attributable to any such postponement.
- 18.8 If, on Termination Day, there is no Unit Holder, the Trust Fund shall be held for such charitable purposes as the Trustee in its absolute discretion may appoint. In default of any such appointment, the Trust Fund shall be transferred to an organisation devoted to the relief of poverty in any jurisdiction or jurisdictions determined by the Court.
- 18.9 Any distribution, transfer or payment of all or any part of the Trust Fund made in accordance with this Clause 18 shall be in full discharge of the Trustee for the moneys or property so distributed, transferred or paid.

## 19. Determination as to Income and Capital

- 19.1 The Trustee may determine whether a receipt or outgoing is to be regarded as being on account of capital or income or partly on account of one and partly on account of the other.
- 19.2 If the Trustee fails to make a determination under Clause 19.1 prior to midnight on 30 June in an Accounting Period, the amount which under the provisions of the Act represent the 'net income' (within the meaning of section 95 of the Act) for that Accounting Period in relation to the Trust Fund is to be taken to be the Net Income for the purposes of this Deed.

## 20. Distribution of Assets in Specie

The Trustee may, at any time with Authorisation, appropriate any part or parts of the Trust Fund in its then actual condition or state of investment in or towards the satisfaction of the whole or any part of any share or entitlement of any one of the Unit Holders in the Trust Fund whether vested or contingent and, for that purpose may take himself or cause to be made by other Persons, whether duly qualified or not, a valuation or valuations of the Trust Fund or any part or parts thereof or of any interest therein and in such manner and as at such date or dates as the Trustee considers just and proper and every such valuation and every such appropriation shall be final and binding on all Persons claiming under the trusts hereof, notwithstanding that any such one of the Unit Holders may not be in

existence or cannot be found or ascertained or may be under a legal disability at the time of such appropriation.

## 21. Categories

21.1 The Trustee may in the books of account and records of the Trust separately record each of the following categories of income received into the Trust Fund:-

- (a) dividends which under the Act:-
  - (i) are fully franked;
  - (ii) are unfranked;
  - (iii) to which a foreign tax credit attaches; or
  - (iv) any other separately identifiable taxation consequence or benefit is attached or arises.
- (b) income, including net capital gains, which under the Act:-
  - (i) has an Australian source;
  - (ii) has an ex-Australian source;
  - (iii) has a foreign tax or other credit attached;
  - (iv) is exempt or otherwise liable not to be taxed;
  - (v) net income from primary production pursuant to Section 156 of the Act;
  - (vi) interest;
  - (vii) royalties;
  - (viii) exempt income;
  - (ix) has or gives rise to any other separately identifiable taxation consequence or benefit.

21.2 The Trustee may identify and separately record and maintain in the books of account and records of the Trust income or capital having or in respect of which there is attached individual or unique characteristics other than as referred to in Clause 21.1 as the Trustee by resolution shall determine.

21.3 A resolution or determination of the Trustee by which income of the Trust Fund is distributed or accumulated pursuant to the provisions of Clause 17.4, may separately deal with the whole or part of the income of a category so that the same or any part thereof may be specifically paid applied or Set Aside for the benefit of any one or more of the Unit Holders or Beneficiaries exclusive of the other or others or accumulated to the extent to which income of the Trust is permitted to be accumulated by this Deed and become part of the capital of the Trust Fund; and

21.4 The whole or any part of the capital of a category may at the discretion of the Trustee be distributed in accordance with the provisions of Clause 18.

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

21.6 In the event that the Trustee shall not exercise its discretion as provided in Clause 21.5 in respect of an Accounting Period, outgoings and expenses of the Trust Fund for that Accounting Period 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.

## 22. Appointment by Trustee

The Trustee may, at any time or times before the Termination Day, but only with Authorisation, by irrevocable deed or deeds (without infringing any rule against perpetuities applicable to this Deed), appoint that the whole or any part of the Trust Fund shall thenceforth be held upon the trust and with

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and subject to the powers and provisions of any other trust or settlement whether inter vivos or by will (but not infringing the rule against perpetuities applicable to this Deed) in favour of or for the benefit of all or any one or more exclusively of the other or others of the Unit Holders (and whether or not also for the benefit of other Persons not being Unit Holders of this Trust), and, upon any such appointment being made, the Trustee may transfer to the Trustees or Trustee for the time being of the said other trust or settlement the Property comprised in the said appointment and thereupon, the trusts therein declared concerning such Property shall cease and determine and the said Property shall, for all purposes, be subject to the trusts, powers and provisions contained in the said other trust or settlement and be subject to and governed by the proper law thereof, whether such proper law shall be the proper law of this Deed or not.

### 23. Joining of Trust Funds

Subject to the powers in Clause 34, nothing herein contained shall require or cause the Trustee to join the Trust Fund the subject matter of this Deed with any other trust fund so as to cause any two (2) or more trust funds to become one trust fund but the Trustee shall keep the Trust Fund and the subject matter of this Deed entirely separate and distinct from any other trust fund.

## PART C - UNITS

### 24. Allotment of Units

24.1 Upon the execution of this Deed:-

- (a) there shall be vested in the First Unit Holders respectively the number and class of Units referred to in Recital B hereof;
- (b) each of the First Unit Holders who has not already done so shall pay to the Trustee the amount per Unit referred to in the said Recital.

24.2 Subject to Clause 24.3, the Trustee may from time to time:-

- (a) create additional Units and classify or designate the same;
- (b) classify or re-classify existing Units;
- (c) impose terms and conditions upon which Units may be allocated or offered to any Person or Persons; and
- (d) allot Units to any Person or Persons at the discretion of the Trustee,

provided that the consideration for the allotment of Units is determined in accordance with Clause 30 hereof.

24.3 Before allotting a Unit to any Person or Persons:-

- (a) the Trustee must give notice in writing (**Notice**) of the proposed allotment to all Unit Holders;
- (b) if one or more Unit Holders holding not less than ten per cent (10%) of the Voting Units object to any aspect of the proposed allotment, such objection must be advised by notice in writing (**Objection**) delivered to the Trustee within seven (7) days of the date of the Notice;
- (c) upon receiving an Objection, the Trustee must, within seven (7) days, convene a meeting of the Unit Holders in accordance with this Deed to provide an opportunity for the Unit Holders to discuss the Objection and resolve the matter;
- (d) if the matter cannot be resolved at the meeting referred to in Clause 24.3(c), the provisions contained in Part E of this Deed shall apply;
- (e) the allotment of the Unit or Units shall be subject to either:-
  - (i) the passing of seven (7) days without the receipt of an Objection by the Trustee; or
  - (ii) the resolution of the Objection.

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## 25. Transfer of Units

- 25.1 A Unit Holder may request the Trustee to register a transfer or assignment of some or all of the Units held by him, transferring or assigning those Units to another Person or Persons to the intent that that Person or those Persons shall be absolutely entitled to the share or interest of the Unit Holder in the Trust Fund represented by the Units so transferred or assigned.
- 25.2 A transfer or assignment of Units may be made in such manner, in writing or orally, as may be permitted by the Trustee and if in writing, shall be signed by both the transferor (or assignor) and the transferee (or assignee).
- 25.3 The Trustee may in his absolute discretion refuse to register any such transfer or assignment (whether voluntary or by operation of law) of Units without being bound to assign any reason for such refusal.
- 25.4 Where the Trustee refuses to register a transfer, the Unit Holder may convene a meeting of the Unit Holders in accordance with this Deed to provide an opportunity for the Unit Holders to discuss the refusal. Where Unit Holders holding not less than ninety per cent (90%) of the Voting Units provide a notice in writing (Direction) to the Trustee, directing the Trustee to register the transfer, the Trustee shall be bound to do so within seven (7) days.
- 25.5 Where the Trustee resolves to register a transfer:—
- (a) the Trustee must give notice in writing (**Notice**) of the transfer to all Unit Holders;
  - (b) if one or more Unit Holders holding not less than ten per cent (10%) of the Voting Units object to any aspect of the transfer, such objection must be advised by notice in writing (**Objection**) delivered to the Trustee within fourteen (14) days of the transfer the subject of the Notice;
  - (c) upon receiving an Objection, the Trustee must, within fourteen (14) days, convene a meeting of the Unit Holders in accordance with this Deed to provide an opportunity for the Unit Holders to discuss the Objection and resolve the matter;
  - (d) if the matter cannot be resolved at the meeting referred to in Clause 25.5(c), the provisions contained in Part E of this Deed shall apply;
  - (e) the registration of the transfer of the Unit or Units shall be subject to either:—
    - (i) the passing of fourteen (14) days without the receipt of an Objection by the Trustee; or
    - (ii) the resolution of the Objection.
- 25.6 Upon any transfer or assignment of Units, the Trustee shall make or cause to be made such entries in the register as may be necessary including the cancelling, issuing or amending of such certificates as may be necessary.
- 25.7 The provisions contained in Clause 25.3 shall not apply to a transfer:—
- (a) resulting from Clause 25.4 hereof;
  - (b) to an Eligible Applicant;
  - (c) where the transferor is the trustee of a trust or settlement to or for the benefit of any beneficiary or beneficiaries of that trust or settlement (whether or not incidentally benefiting other Persons);
  - (d) from the legal personal representative or representatives of a deceased Unit Holder to any Eligible Applicant under or by virtue of the Will of such Unit Holder or as one of his next-of-kin;
  - (e) in the case of a transferor who is a trustee or trustees, a transfer relating to a change of trustees of any trust or settlement;

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- (f) in the case of a transferor being a company, a transfer from the transferor to another company which is a related company within the meaning of the *Corporations Act 2001* (Cth).

## 26. Transmission of Units

- 26.1 On the death of a Unit Holder, the survivor, if the deceased was a joint holder of Units, and in all other cases, his legal personal representative or representatives, shall be the only Person recognised by the Trustee as having any interest in the Units formerly held by him.
- 26.2 Upon any Person obtaining rights to Units in consequence of the death, lunacy, bankruptcy, liquidation or receivership of a Unit Holder, the Trustee may, upon such evidence being produced as may from time to time be required by the Trustee of any such event, register such Person as the Unit Holder with respect to such Units or refuse to register any such Person as a Unit Holder as the Trustee shall think fit, without being bound to assign any reason for any such refusal.

## 27. Forfeiture, Redemption and Cancellation of Units

- 27.1 If at any time any Unit Holder:-

- (a) defaults in paying an amount payable on the allotment of Units;
- (b) defaults in making any advance required from time to time by the Trustee,

then with the consent of the Voting Unit Holders holding a simple majority of Voting Units (excluding the defaulting Voting Unit Holder or defaulting Voting Unit Holders from such determination), the following provisions of this Clause shall apply:-

- (c) all of the Units held by such defaulting Unit Holders shall be forfeited immediately and without notice;
- (d) the Trustee may allot an equal number of new Units in place thereof in accordance with Clause 24 hereof and the moneys received on such allotment by the Trustee less reasonable costs incurred may be paid to the defaulting Unit Holder or Unit Holders.

- 27.2 With Authorisation, the Trustee may redeem and cancel any Unit at the request of the Unit Holder thereof. The consideration payable to such Unit Holder upon the redemption of the Unit or Units shall be determined in accordance with Clause 30 hereof and may be payable:-

- (a) in cash; or
- (b) by transfer of one or more assets of the Trust Fund with a market value equivalent to the consideration; or
- (c) a combination of the above.

- 27.3 The benefit of the Trust Fund shall enure as from the date of any forfeiture, redemption or cancellation to the remaining Unit Holders and new Unit Holders (if any) to the exclusion of the retiring or defaulting Unit Holders.

## 28. Consolidation of Units

The Trustee may consolidate all of the Units in any one or more classes into Units of a larger amount than is fixed by this Deed but:-

- 28.1 the Units resulting from the consolidation shall not be, nor deemed to be, of a different class to the original Units from which the resulting consolidated Units were derived;

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Deed of Settlement  
SJ USA Unit Trust

- 28.2 the Units resulting from the consolidation shall not, nor shall be deemed to, have a different ratio between the amount paid and the amount (if any) unpaid on each such resulting consolidated Unit as that ratio which existed in the original Units from which the resulting consolidated Units were derived.

29. Division of Units

The Trustee may subdivide all of the Units in any one or more classes into Units of a smaller amount than is fixed by this Deed, but:-

- 29.1 the Units resulting from the subdivision shall not be, nor deemed to be, of a different class to the original Units from which the resulting subdivided Units were derived;
- 29.2 the Units resulting from the subdivision shall not, nor shall be deemed to, have a different ratio between the amount paid and the amount (if any) unpaid on each such resulting subdivided Unit as that ratio which existed in the original Units from which the resulting subdivided Units were derived.

30. Determination of Consideration

- 30.1 The consideration for a Unit to be allotted, forfeited or redeemed (Unit Transaction) must be determined as follows:-

- (a) the Trustee shall draw up a statement of assets and liabilities of the Trust Fund (the Statement):-
- (i) in accordance with Australian Accounting Principles; and
  - (ii) showing the current market value of all assets;
- (b) such a Statement shall be drawn up as at a date not more than fourteen (14) days before any Unit Transaction is made provided that if such Statement has been drawn up as at a date not more than six (6) months before any Unit Transaction and the Trustee certifies in writing (the Certificate) not more than fourteen (14) days before any Unit Transaction is made that there has been no material change in the value of the assets and liabilities of the Trust Fund (otherwise than in the ordinary course of business) since the date of the previous Statement, the previous Statement shall be deemed for the purpose of that Unit Transaction to have been drawn up as at the date of the Certificate;
- (c) the Trustee shall declare in writing that the Statement referred to in Clause 30.1(a) hereof gives a fair and true view of the assets and liabilities and of the net worth of the Trust Fund as at the date thereof;
- (d) the excess of assets over liabilities shall be divided by the number of issued Units and the amount so ascertained shall be the consideration for each Unit in the Unit Transaction.

- 30.2 For the purposes of a transfer of Units from one Unit Holder to another Person (whether or not that Person is a Unit Holder prior to the transfer of Units), the consideration for a Unit may be determined:-

- (a) in the manner set out in Clause 30.1; or
- (b) in any other manner mutually agreed upon between the proposing transferor and the proposing transferee,

provided that the consideration determined under Clause 30.2(b) shall not vary by more than ten per cent (10%) from the consideration determined under Clause 30.1.

- 30.3 If any Unit Holder advises the Trustee in writing that they have been aggrieved or they dispute the consideration determined in accordance with Clause 30.1 or Clause 30.2, the Trustee shall arrange for a valuation to be made of the assets and liabilities of the Trust Fund.

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by a valuer with relevant expertise appointed by the President of CPA Australia Ltd for the purpose of making such determination. The values so determined by such valuer shall be applied in determining the value of the Units in accordance with the provisions contained in Clause 30.1(d). In determining the consideration of the Units, the valuer shall be deemed to be acting as an expert and not as an arbitrator and the provisions of any legislation dealing with arbitration shall not apply. The cost of obtaining the services of the valuer shall be borne as to one half by the Unit Holder requesting the valuation and as to the other half by the Trust Fund.

### 1. Unit Register

31.1 The Trustee shall keep and maintain a register of the Unit Holders and shall enter thereon:-

- (a) the name and address of each Unit Holder;
- (b) the number and class of Units in the Trust Fund held by each Unit Holder;
- (c) the date on which the name of each Unit Holder was entered in the register;
- (d) such other matters as the Trustee thinks fit.

31.2 Any change of name or address on the part of any Unit Holder notified to the Trustee shall be entered on the register.

31.3 The Trustee shall be entitled to regard only the Person entered on the register as having any right, title or interest in the relevant Unit.

31.4 The Trustee shall not be obliged to enter in the register notice of any trusts whether express, implied or constructive in respect of any Unit.

31.5 The Trustee shall issue to each Unit Holder a certificate in such form as the Trustee thinks fit setting out such matters as are required to be entered in the register and each such certificate, when executed by the Trustee or by the directors of a corporate Trustee, shall constitute prima facie evidence of the matters therein certified.

### 32. Restriction as to Dealing with Units

Each and every Unit Holder and Trustee shall be expressly prohibited from making any offer to the public to apply for any Units of any class. Except with the consent in writing of the Trustee, no Unit Holder shall mortgage, pledge or otherwise encumber, alienate or deal with his Units or any interest therein.

## PART D - TRUSTEE

### 33. Special Powers of the Trustee

Where the Trustee is a corporation then the Trustee shall have all such powers as are set out in the constitution of the Trustee as at the date of the execution of this Deed and may exercise such powers as Trustee hereof, but no subsequent amendment of the constitution shall purport to be or be deemed to be an amendment or variation of the powers conferred by virtue of this provision. These powers are additional to any powers specifically or by implication conferred on the Trustee by the terms of this Deed.

### 34. General Powers of the Trustee

The Trustee may exercise all or any of the powers and discretions hereinafter set out which shall be deemed to be supplementary or additional to those powers and discretions set out in the *Trustee Act* 1958 (Vic) namely:-

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*General Powers*

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- 34.1 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.
- 34.2 to take such action as it shall think fit for the adequate protection of any part of the Trust Fund.
- 34.3 from time to time to remove or cause to be removed out of the state territory or country in which the same is for the time being situated the Trust Fund or any asset forming part thereof and to remove or cause to be removed out of the country, state or territory of residence or incorporation of the Trustee the Trust Fund or any asset forming part thereof;
- 34.4 to employ and pay for such professional or other assistance as the Trustee may deem requisite in the discharge of its duties including from a Person who is in any way connected or associated with the Trustee;
- 34.5 to act on the opinion or advice or information obtained from any financial adviser, solicitor, barrister, accountant or other expert or professional so that the Trustee shall not be responsible for any loss depreciation or damage occasioned by acting or not acting in accordance therewith;
- 34.6 to institute and defend proceedings at law and to proceed to the final end and determination thereof or compromise and/or settle the same as the Trustee shall consider advisable;

*Investment and Commercial Powers*

- 34.7 to enter into any arrangement with the Commonwealth which would be of advantage to the Trust Fund and in particular which may provide a grant, subsidy or other benefit;
- 34.8 to carry on anywhere in the world and either alone or in partnership any trade or business whatsoever and to discontinue the same from time to time.
- 34.9 to establish promote or acquire any corporation, trust, association or joint venture or join in the promotion, establishment or acquisition of any corporation, trust, association or joint venture;
- 34.10 either alone or jointly with any other Person to hold, use, purchase, acquire, construct, demolish, maintain, repair, renovate, reconstruct, develop, improve, invest, transfer, convey, surrender, let, lease, renew leases, dispose of, exchange, manage, take and grant options over or rights in alienate mortgage, charge, pledge, reconvey, release or discharge or otherwise deal with any real or personal corporeal or incorporeal property and to exercise any rights in connection therewith;
- 34.11 to sell transpose exchange or vary any or all of the investments and assets comprised from time to time in the Trust Fund and to reinvest the moneys arising from such sale;
- 34.12 to become a director of any corporation in which moneys forming part of the Trust Fund are invested or to appoint any Person to act as director of any such corporation and to receive and retain beneficially the remuneration attached to such office without accounting therefore as a trustee provided that the Trustee shall account as trustee for all dividends and bonuses paid or payable in respect of such shares, securities or other interests;

**Banking and Financial Powers**

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34.13 to enter into any arrangement with the Commonwealth which would be of advantage to the Trust Fund and in particular which may provide a grant, subsidy or other benefit;

34.14 to open accounts with any bank or other recognised financial institution anywhere in the world and to draw, make, accept, endorse, discount, issue, transact or otherwise deal with any promissory note, bill of exchange, bill of lading, cheque or other negotiable or transferable instrument and to apply for and to operate any credit card facility or revolving credit facility, whether attached to any pre-existing account or operated in isolation from any other account;

34.15 to enter into any option or agreement relating to any lending or financing facility, agreement or transaction;

34.16 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 the 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/or the assets of the Trust Fund held by it as Trustee and to give and execute any other charge or security registrable under any statute 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 Trust Fund notwithstanding that the Trust 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 Trust Fund and no Lender shall be concerned to enquire 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;

34.17 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 contracts, currency options and forward rate agreements 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;

34.18 to give and execute any mortgage, charge or other security over all or any part or parts of the assets of the Trust as may be required to secure the payment or the performance of any

Deed of Settlement  
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contract obligation under or in connection with any transaction of the type referred to in Clause 34.17 hereof;

34.19 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 and 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 Trust 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 Unit Holders and all other Persons whatsoever and no lender shall be concerned to enquire 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;

34.20 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;

34.21 to pay out of the Trust Fund all costs, charges and expenses incidental to the management of the Trust Fund or to the exercise of any power, authority or discretion herein contained or in carrying out or performing the trusts hereof which the Trustee may at any time 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 costs or settlement gift stamp or revenue duties (including, without limitation, financial institutions duty, bank accounts debits tax and like duties and imposts) in respect of the Trust Fund or on this Deed or in respect of or as a consequence of the exercise of any of the discretions and powers conferred upon it by this Deed or by law;

34.22 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 Trust Fund or any part thereof on the death of any Unit Holder or of any other Person at its absolute discretion to pay all or any of such duties, fees and Taxes out of the Trust 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 Trust Fund by legal process in the place where the same became payable;

*Dealings with the Trustee*

34.23 to deal in any manner whatsoever with the Trustee in its personal capacity or as trustee of other trust funds or otherwise or to any company or partnership in all respects as if there were two separate parties to the dealings notwithstanding that the Trustee is a shareholder, director or member or partner of such company or partnership or related to any Spouse, Child or Children of the Trustee;

34.24 generally to exercise or concur in exercising all the powers and discretions conferred on it by this Deed or by law notwithstanding that the Trustee or any Person being a director or shareholder of a Trustee hereof (being a company) has or may have a direct or personal interest (whether as trustee of any other trust fund or in his personal capacity or as a shareholder, director, member or partner of any company or partnership 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 notwithstanding that the Trustee for the time being is the Sole Trustee;

34.25 to exercise or concur in the exercising of all powers authorities and discretions hereby or by law given, notwithstanding that it or any Person:-

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- (a) being a Trustee;
- (b) being a director or shareholder or an associate of a director or shareholder of a trustee; or
- (c) having a direct or indirect beneficial interest in the Trust Fund;

has or may have an immediate or future direct or personal interest in the mode or result of exercising such power, authority or discretion or may benefit either directly or indirectly as a result of the exercise of any such power, authority or discretion and notwithstanding that the Trustee for the time being is the Sole Trustee;

#### *Dealings with Unit Holders*

34.26 with Authorisation, to appropriate any part of the Trust Fund in the actual condition or state of investment thereof in or towards the satisfaction of any sum which the Trustee may determine to pay or apply to or for the benefit of any Unit Holder pursuant to the powers conferred on the Trustee under the provisions of this Deed and in making such appropriation to estimate the value of the component parts of the Trust Fund or to employ such Persons to make such valuation as in the circumstances the Trustee deems proper and so that every appropriation so made shall bind all Persons interested in the Trust Fund notwithstanding that they may not yet be in existence;

34.27 with Authorisation, to permit any Unit Holder to reside in any dwelling house which or the proceeds of sale of which may for the time being be the subject of this Deed upon such conditions as to payment of rent, rates, Taxes or other expenses and outgoings and as to repair and decoration and for such period and generally upon such terms as the Trustee shall decide;

34.28 with Authorisation, to permit any Unit Holder to have the use of any chattels which may for the time being form part of the Trust Fund and upon such conditions as to payment of hire Taxes expenses outgoings insurance repair and maintenance thereof and for such period and generally upon such terms as the Trustee shall decide;

34.29 with Authorisation, to lend the whole or any part of the Trust Fund to any Person who may from time to time be a Unit Holder upon such terms as to repayment and interest or interest free but so that no loan shall be made on terms that repayment shall be postponed to a date beyond the Termination Date;

#### *Power of Delegation*

34.30 to permit any asset of the Trust Fund to be held or registered in the name of any nominee of the Trustee and to deposit securities deeds and other documents belonging or related to any asset of the Trust Fund with the nominee or any bank or other depository;

34.31 to delegate the exercise of all or any of the powers or discretions hereby conferred on the Trustee and to execute any Power of Attorney or other instrument necessary to effect such purpose.

### **35. Transactions with the Trustee**

Notwithstanding anything herein to the contrary or any general principle of law, the Trustee (and any director or shareholder of the Trustee) may in its personal capacity deal with the Trust Fund or with any other trustee of the Trust Fund or as the trustee of the Trust Fund deal with any other fund of which the Trustee is a trustee in all respects as if there were two separate Persons to the dealings without the same being voidable by reason of the relationship or capacity of the parties thereto and without an obligation to account for any profit to the Trust Fund.



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**36. Liability of Trustee for Breaches of Trust**

No Trustee hereof, purporting to act in the exercise of the Trust and powers hereof, shall be liable for any loss not attributable either to the dishonesty of that Trustee (or, in the case of a Trustee which is a company, to the dishonesty of any director of that company) or to wilful commission or omission of an act known by the Trustee (or, in the case of a Trustee which is a company, known by any director of that company) to be a breach of trust, and in particular, no Trustee shall be bound to take any proceedings against a co-trustee for any breach or alleged breach of trust committed by that co-trustee not involving the dishonesty of that co-trustee.

**37. Indemnity of Trustee from Trust Fund**

The rights of the Trustee to indemnity for losses or liabilities incurred in the administration of the Trust Fund and to recoupment for expenditure incurred shall, in respect of any matter whatsoever, be limited to the moneys and Property comprising the Trust Fund from time to time and no Unit Holder nor any other Person directly or indirectly benefiting from the trusts of this Deed nor the directors or shareholders of any company being a Trustee nor any Person disposing of Property to the Trustee on the trusts hereof, shall be personally liable in any way directly or indirectly to indemnify or recoup the Trustee or any one or more of them in respect of any liability, loss or expenditure incurred by the Trustee in the administration of the Trust Fund but this Clause shall not be construed as in any way limiting the liability of any Trustee (or of any director of a company which is a Trustee hereof) to the Unit Holders for any breach of trust involving the dishonesty or wilful act or omission of that Trustee or director.

**38. Receipts and Discharge**

The receipt of a Unit Holder for any moneys payable in respect of his Units shall be a good discharge to the Trustee and if several Persons are registered as joint Unit Holders or in consequence of the death or bankruptcy of the Unit Holder are entitled to be so registered, any one of them may give effectual receipts for any moneys.

**39. Powers of a Sole Trustee**

Any Sole Trustee, from time to time hereof, is hereby authorised, notwithstanding that he is a Sole Trustee, to receive capital and other moneys and to give valid and effectual receipts and discharges therefore for all purposes including the purposes of all statutory enactments, including the receipts of capital moneys which may or may not be deemed to be capital moneys for the purposes of any such statutory enactments.

**40. Books of Account and Audit**

40.1 The Trustee shall keep or cause to be kept proper books of account in respect of all receipts and payments on account of the Trust Fund and of all dealings connected therewith, and, as soon as practicable after the end of any Accounting Period, the Trustee shall prepare or cause to be prepared a statement showing the financial position of the Trust Fund as at the conclusion of that Accounting Period (prepared in accordance with accepted accounting procedures) including a balance sheet, a statement of income and expenditure for that Accounting Period and a list of assets held at the close of that Accounting Period, and a copy thereof shall be furnished on request to any Unit Holder.

40.2 The Trustee may, and shall on receiving Authorisation, appoint an auditor to verify the correctness of the accounts of the Trust Fund and to certify each such statement prepared in accordance with Clause 40.1 to be true and correct.

**41. Trustee May Employ Others**

The Trustee may, if and when he shall think fit, employ and pay out of the Trust Fund (including paying for or creating any scheme of superannuation, retirement benefit or pension for the benefit of any person so employed) another Person or Persons to do any act or acts and any Trustee being a person engaged in any profession or business or any firm of which he shall be a member may, if he or they shall in the performance of trusts or the exercise of powers hereby created to any act or acts (whether such act or acts be or be not an act or acts which only a person engaged in that profession or business can do), make and be paid out of the Trust Fund such charges for the act or acts done by him or his firm as aforesaid as he or they might make and recover if that act or those acts had been performed for and at the request of any Person for whom that Trustee was not a trustee.

**42. Delegation of Trustee's Powers**

In addition to any power of delegation permitted by law, any Trustee may, at any time or times in writing, delegate the exercise of all or any of the powers, discretions or authorities hereby conferred on that Trustee solely or jointly with any other Trustee hereof and so that any such delegation shall have effect during such period only as the instrument of delegation may specify or until revoked and any Trustee so delegating his powers, discretions or authorities may do and execute any powers of attorney or other instruments and things necessary to effectuate such purpose and may in writing revoke any such delegation.

**43. Trustee's Commission**

43.1 The Trustee shall be entitled to retain as commission such amount as he thinks fit each Accounting Period not exceeding five per cent (5%) of the Net Income of the Trust Fund for that Accounting Period.

43.2 Any Trustee hereof who may be a lawyer or accountant or any firm of which he may be a member shall be entitled to make all usual and proper charges for both his professional and other services in the administration of the trusts hereof and for his time and trouble that he would have been entitled to make if not a trustee and so employed.

**44. Notices**

44.1 All payments, notices and communications of any kind from the Trustee to a Unit Holder may be made either:-

- (a) by serving it on the Unit Holder personally;
- (b) by sending it by post to the Unit Holder at the address as shown in the register or the address supplied by the Unit Holder to the Trustee for the giving of notices;
- (c) by sending it by facsimile or electronic transmission to a facsimile number or email address supplied by the Unit Holder to the Trustee for the giving of notices.

44.2 Where a notice is sent by post, service of the notice shall be deemed to be effective by properly addressing, prepaying and posting a letter containing the notice, and to have been effected at the time at which the letter would be delivered in the ordinary course of post.

44.3 Where a notice is sent by facsimile, service of the notice shall be deemed to be effected on receipt by the Trustee of a transmission report confirming successful transmission.

44.4 Where a notice is sent by electronic transmission, service of the notice shall be deemed to be effected on the day after the date of its transmission unless evidence is received by the sender of a delivery failure of such notice.

44.5 A notice may be given by the Trustee to the joint holders of a Unit by giving the notice to the joint holder first named in the register in respect of the Unit.

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- 44.6 A notice may be given by the Trustee to a Person entitled to a Unit in consequence of the death or bankruptcy of a Unit Holder by serving it on that Person personally or by sending it to that Person by post addressed to that Person by, or by the title of representative of the deceased or assignee of the bankrupt, or by any like description, at the address (if any) within Australia supplied for the purpose by that Person, or if such address has not been supplied, at the address to which the notice might have been sent if the death or bankruptcy had not occurred.

## PART E - DISPUTE RESOLUTION

### 45. Procedure

- 45.1 In the event of a dispute between:-

- (a) the Trustee and any one or more of the Unit Holders; or
- (b) the Unit Holders,
- (c) (the Parties) in regard to:-
- (d) this Deed; or
- (e) any matter relating to the conduct of the Trust,

the following dispute resolution procedure shall be applied prior to legal proceedings being initiated.

- 45.2 Any Party may initiate this dispute resolution procedure by advising the other Party, in writing, of the nature of the dispute and their intent to implement the following process (the **Dispute Resolution Notice**).

- 45.3 Following the issuing of a Dispute Resolution Notice:-

- (a) the Parties will use all reasonable efforts to resolve the dispute by negotiation in good faith;
- (b) if the Parties are unable to resolve the dispute within fourteen (14) days of the Dispute Resolution Notice being issued, the dispute shall be referred to mediation whereby the Parties shall:-
  - (i) agree upon an appropriate person to act as Mediator; or
  - (ii) failing agreement as contemplated in Clause 45.3(b)(i), the Parties shall abide by the appointment of a Mediator by the President for the time being of the Law Institute of Victoria, to seek a satisfactory resolution of the dispute.
- (c) the Parties shall be required to attend the mediation and covenant to act in good faith;
- (d) failing satisfactory resolution of the difference or dispute through mediation, the difference or dispute shall be referred for determination under and pursuant to the provisions of the *Commercial Arbitration Act 1984* (Vic) or any statutory modification or re-enactment thereof for the time being in force, to the arbitration of a single Arbitrator to be agreed upon between the Parties and failing such agreement to be nominated by the President for the time being of the Law Institute of Victoria and the award of the Arbitrator under such an arbitration shall be final and binding upon the Parties hereto.

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## PART F - ADVISORY COMMITTEE

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Signature:

46.

### Establishment of Advisory Committee

- 46.1 A majority of the Unit Holders may cause to be formed a committee to be known as the advisory committee (the **Committee**).
- 46.2 Each Unit Holder may appoint a representative to the Committee.
- 46.3 The first members of the Committee shall be the First Unit Holders named in the Schedule hereto or the nominees, proxies or attorneys of such First Unit Holders.

47.

### Powers of Committee

- 47.1 The Committee shall have the power and duty to advise the Trustee in relation to all matters arising from this Trust, but the Trustee shall not be bound to accept the advice of the Committee.
- 47.2 The Committee shall be entitled to inspect all books and records relating to the Trust.
- 47.3 The Committee shall be entitled to report to the Unit Holders any matters affecting the Trust.

### 48. Remuneration of Members of the Committee

- 48.1 No member of the Committee shall be paid any remuneration for his or her service as a member.
- 48.2 Every member of the Committee shall be entitled to be paid out of the Trust Fund all reasonable travelling and other expenses incurred in attending meetings of the Committee or while engaged on the activities of the Committee.

### 49. Disqualification of Members of the Committee

A person shall immediately cease to be a member of the Committee if:—

- 49.1 he or she becomes bankrupt or compounds with his or her creditors.
- 49.2 he or she is incapable of performing his or her duties.
- 49.3 by notice in writing to the Trustee he or she resigns his or her office.
- 49.4 he or she dies.
- 49.5 his or her appointment is revoked by the appointing Unit Holder.

### 50. Contracts with Members of the Committee

- 50.1 A member of the Committee shall not be disqualified from his or her office by contracting with or being employed by the Trustee.
- 50.2 No contract made by the Trustee in which a member of the Committee is directly or indirectly involved shall be avoided by reason only of such member holding such office.
- 50.3 Where the Trustee enters into a contract in which a member is directly or indirectly involved such member shall declare his or her interest in writing to the Trustee.

- 50.4 A member of the Committee shall not vote in respect of any contract in which he or she has a direct or indirect interest.

**51. Meetings of the Committee**

- 51.1 The Trustee or any members of the Committee may call for a meeting of the Committee by giving seven days' notice in writing to the other members and to the Trustee specifying the place, day and time of meeting.
- 51.2 The quorum for meetings of the Committee shall be determined by the Committee and unless otherwise determined shall be two (2) members present personally or by proxy or by attorney.
- 51.3 The Trustee or the Trustee's representative shall be entitled to attend all meetings. The Trustee or his representative shall be the chair of such meetings but shall not be entitled to vote unless there is an equality of votes when he or she shall have a casting vote.
- 51.4 At a meeting of the Committee every member present whether personally by proxy or by attorney shall have one vote for each Unit which such member holds.

**PART G – SAVINGS PROVISIONS**

**52. Non-Grantor Trust Status**

Notwithstanding any other provision contained in this Deed to the contrary, no portion of the Trust shall be treated as owned by any Person for US federal income tax purposes by reason of, or by reference to, Section 671 to 679 of the Internal Revenue Code of the United States and any powers authorities and discretions conferred by the is Deed that would result in any Person being treated as the owner of any portion of the Trust property for US federal income tax purposes shall be deemed null and void.

**53. Prohibition On Certain Distributions**

Notwithstanding any other provision contained in this Deed to the contrary, the Trustee shall be prohibited from making any distribution from the Trust Fund that would to any extent reduce or discharge any legal obligation of Stephen or his spouse.

**Certified to be a true copy of the original seen by me.**

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**Occupation:** CPA Accountant 9113781

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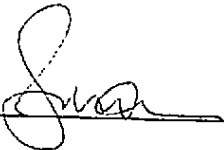
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Deed of Settlement  
SJ USA Unit Trust

IN WITNESS WHEREOF the parties hereto have executed this Deed the day and year first hereinafter written.

FIRST UNIT HOLDER

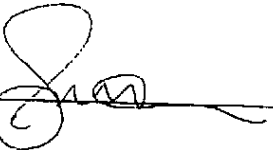
EXECUTED by SJ VIBRATIONS PTY LTD, }  
ACN 610 664 134 , in accordance with the }  
Corporations Act: }



Jacalyn Marie Twentyman  
SOLE OFFICER

TRUSTEE

EXECUTED by SJ VOYAGES PTY LTD, ACN }  
610 664 161, in accordance with the }  
Corporations Act: }



Jacalyn Marie Twentyman  
SOLE OFFICER

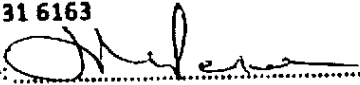
Certified to be a true copy of the original seen by me.

Name: Justin Penkethman

Occupation: CPA Accountant 9113781

Address: Suite 3, Level 1, 974 Main Rd, Eltham Victoria 3095

Ph: 03 9431 6163

Signature: 

## SCHEDULE

1. DATE OF ESTABLISHMENT OF TRUST

10th February, 2016

2. NAME OF TRUST

SJ USA Unit Trust

3. THE TRUSTEE

SJ Voyages Pty Ltd, ACN 610 664 161, a company taken to be registered in the State of Victoria and having its registered office at the offices of Base Accounting & Tax Pty Limited, Suite 3, Level 1, 974 Main Road, Eltham in the said State

4. FIRST UNIT HOLDER

Name	SJ Vibrations Pty Ltd, ACN 610 664 134 as trustee for the SJ USA Discretionary Trust
Address	C/-Base Accounting & Tax Pty Limited Suite 3, Level 1, 974 Main Road ELTHAM VIC 3095
Number of units	One thousand (1,000)
Total application monies payable	One dollar (\$1.00) per unit
Application monies tendered	One thousand dollars (\$1,000.00)
Balance of application monies payable	Nil

5. SPECIAL RIGHTS ATTACHED TO ANY UNITS OR CLASS OF UNITS

Nil

6. APPLICABLE LAW

Victoria

Certified to be a true copy of the original seen by me.

Name: Justin Penkethman

Occupation: CPA Accountant 9113781

Address: Suite 3, Level 1, 974 Main Rd, Eltham Victoria 3095

Ph: 03 9431 6163

Signature: .....

Certified to be a true copy of the original seen by me.

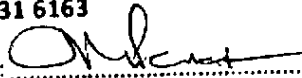
Name: Justin Penkethman

Occupation: CPA Accountant 9113781

Address: Suite 3, Level 1, 974 Main Rd, Eltham Victoria 3095

Ph: 03 9431 6163

Signature: .....





# Certificate of Duty Trust Deed



SRO Reference Number: 3713274

Certificate Issue Date: 22nd March 2016

## ASSESSMENT INFORMATION

**Duty Assessed:** \$200  
**Section:** s37 - Establishment of a trust relating to unidentified property and non-dutiable property

## TRUST INFORMATION

**Trust Name:** SJ USA UT  
**Date of Trust:** 10th February 2016

## TRUSTEE

**Company:** SJ VOYAGES PTY LTD

Certified to be a true copy of the original seen by me.  
**Name:** Justin Penkethman  
**Occupation:** CPA Accountant 9113781  
**Address:** Suite 3, Level 1, 974 Main Rd, Eltham Victoria 3095  
**Ph:** 03 9431 6163

**Signature:** 

2024.11.2. PM 5:30

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## SRO CONTACT DETAILS

**Mail**  
Duties Online Support, State Revenue Office, GPO Box 1641, MELBOURNE VIC 3001 or  
DX 260090 MELBOURNE

**Website** [www.sro.vic.gov.au](http://www.sro.vic.gov.au)  
**Email** [dutiesonline@sro.vic.gov.au](mailto:dutiesonline@sro.vic.gov.au)