# Deed Poll

## Redundancy Payment Approved Worker Entitlement Fund 2

**Redundancy Payment Central Ltd**

**KETSA | COLEMAN**
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Ref: CNK/600175

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Ketsa Coleman

**Deed Poll**

**Date** 29 / June / 2026

Day / Month / Year

## Parties

| | |
|---|---|
| Name: | Redundancy Payment Central Ltd |
| ACN/ABN | ACN 007 133 833 |
| Address | 1 Pelham Street, Carlton, Victoria 3053 |
| Short Name | **Trustee** |

## Background

A. The Trustee and the CMFEU established the Fund pursuant to the terms of the Trust Deed.

B. The Trustee is the trustee of the Fund.

C. Clause 34 of the Trust Deed allows the Trustee to vary or amend the provisions of the Trust Deed by Determination subject to the restrictions set out in that clause, as follows:

> ***34 Variation of Trust***
>
> *34.1 The Trustee may by Determination (revocable or irrevocable) revoke, add to or vary all or any of the trusts, powers, terms and conditions contained in this Deed of Trust (or the trusts, powers, terms and conditions contained in any variation, alteration or addition made to this Deed of Trust) and may, by the same or any other Determination, declare any new or other trusts, powers, terms and conditions concerning the whole or any part of the Trust Fund.*
>
> *34.2 The Determination may state the date from which the various alterations or additions take effect. This date may be earlier or later than the date on which the Determination is made, and the variations, alterations or additions take effect from the date so stated. If no date is stated then the variations, alterations or additions take effect from the date the Determination is made.*
>
> *34.3 No revocation, addition or variation may:*
>
> *(1) affect the beneficial entitlement to any amount set aside for any person prior to the date of the variation, alteration or addition; and*
>
> *(2) have the effect of extending the Vesting Date beyond the Perpetuity Period;*
>
> *(3) affect the status of the Fund as an Approved Worker Entitlement Fund (if and so long as it has that status).*

*34.4 Subject to clause 34.3 any revocation, addition or variation may vary all or any of the powers or provisions contained in this Deed of Trust (or in any variation of this Deed of Trust).*

*34.5 Where in the opinion of the Trustee a material amendment is made to the Deed of Trust the Trustee must give to each Member, as soon as practicable atter the amendment, a statement in writing explaining the nature and purposes of the amendment.*

D. Clause 22.1(1) of the Trust Deed provides that any Determination by the Trustee in exercise of any powers, discretion or authority conferred on the Trustee by the Trust Deed may be made in writing signed by the Trustee.

E. The Trustee wishes to amend the Trust Deed by Determination in the manner set out in this deed poll.

F. The Trustee in executing this deed poll:

(1) is not intending to declare or create a new trust in relation to the Fund (including by dividing the Fund into separate sub-trusts) or to cause the transfer, vesting or accrual of any part of the Fund's property to or in any person; and

(2) is satisfied that the amendments under this deed poll are in accordance with the requirements of clause 34 of the Trust Deed.

# Operative Part

## 1 Definitions and interpretation

### 1.1 Definitions

In this deed poll unless the context otherwise requires:

(a) expressions defined in the Trust Deed have the same meaning in this deed poll;

(b) **CFMEU** means the Construction, Forestry and Maritime Employees Union insofar as it is constituted by the Construction and General Division, Victoria – Tasmania Divisional Branch ABN 74 392 029 244;

(c) **Consolidated Trust Deed** means the Trust Deed with the amendments made by this deed poll incorporated as set out in the Schedule;

(d) **Effective Date** means 1 April 2026;

(e) **Fund** means the trust known as the Redundancy Payment Approved Worker Entitlement Fund 2 that was established under the terms of the Trust Deed; and

(f) **Trust Deed** means the trust deed dated 11 August 2004 between the Trustee and the CFMEU (as amended from time to time).

**1.2 Interpretation**

In this deed poll:

(a) headings are inserted for ease of reference only and do not form part of this deed and do not affect the construction of this deed poll; and

(b) unless the contrary intention appears:

(i) where a word or expression is defined, its other grammatical forms have a corresponding meaning;

(ii) the singular includes the plural and vice versa;

(iii) a gender includes all genders;

(iv) **including** and similar expressions are not words of limitation; and

(v) words defined in the *A New Tax System (Goods and Services Tax) Act* 1999 have the same meaning.

(vi) a reference to a clause or schedule is a reference to a clause or Schedule in this deed poll;

(vii) a reference to any legislation or a provision of any legislation includes:

(A) subordinate legislation, determinations, rulings or guidelines made by any person under the authority of that legislation or provision; and

(B) that legislation or provision as amended, re-enacted or replaced from time to time;

(viii) a reference to any agreement or document includes all amendments, novations, supplements, variations or replacements to any such agreement or document from time to time unless specifically excluded by this deed poll;

(ix) a reference to a monetary amount is a reference to that amount in Australian currency;

(x) a reference to a party to this deed poll includes that party's successors and permitted assigns;

(xi) a reference to a person includes a body corporate, an unincorporated body or other entity; and

(xii) a reference to conduct includes any omission or statement or undertaking whether or not in writing.

## 2 Amendments to the trust deed

Pursuant to its powers under clauses 22 and 34 of the Trust Deed and any other powers enabling it to do so, the Trustee varies and amends the Trust Deed as follows:

2.1 **Definitions**

In Clause 1:

(a) the following definitions are deleted in their entirety:

(i) ***Employed in the Industry;***

(ii) ***Entitlements***;

(iii) ***Genuine Redundancy Account***;

(iv) ***Industrial Employment Agreement;***

(v) ***Preservation Age;***

(vi) ***Redundancy Pay Contributions***;

(vii) ***Redundancy Payment***;

(viii) ***Redundant Worker***; and

(ix) ***Terminated Worker;***

(b) the following new definitions are inserted in alphabetical and numerical order relative to the other defined expressions:

(i) *"**Fund No. 2**" means the Redundancy Payment Central Fund No. 2 established by trust deed dated 20 October 1995;*

(ii) *"**Pension Age**" means, in relation to a Worker, the age specified as the Worker's pension age for the purposes of section 83-175 of the ITAA;*

(iii) *"**Regulator**" means the Commissioner of Taxation, ASIC, AUSTRAC or any other government authority responsible for administering the Relevant Law or any other legislation or rules governing worker entitlement funds or the availability of tax concessions to worker entitlement funds or any benefits payable by them, or in respect of Employer Contributions;*

(iv) "***Relevant Law***" *means any requirement of the* Corporations Act 2001 (Cth), *the Act, the ITAA, the* Tax Administration Act 1953 (Cth), *or any other law, or of a Regulator, imposed on the Trustee or in relation to the Fund and includes any instruments or regulations made under those Acts;*

(v) *"**RSA**" means a retirement savings account within the meaning of the Retirement Savings Accounts Act 1997 (Cth);*

(vi) *"**Standard Worker**"* means a Worker other than a *Voluntary Termination* Worker;

(vii) *"**superannuation entity**" has the same meaning as in the Superannuation Industry (Supervision) Act 1993 (Cth);*

(viii) *"**Voluntary Termination Worker**" means a Worker who has made an election in accordance with clause 10A;*" and

(c) in the definition of "***Administrator***" replace the references to "that Fund" with "that Compatible Fund";

(d) delete the definition of "***Apprentice***" in its entirety and replace it with the following new definition:

> *"**Apprentice**" means an employee (other than a Trainee):*
>
> *(a) whose Employer has been approved by a state, territory or federal statutory body or authority to employ that employee under an apprenticeship; and*
>
> *(b) who is undertaking a training course approved by that body or authority;*

(e) delete the definition of "***Complying Fund No. 1***" in its entirety and replace it with the following new definition:

> *"**Complying Fund No. 1**" means the Redundancy Payment Approved Worker Entitlement Fund 1 established by trust deed dated 10 March 2004;*

(f) delete the definition of "***Contract of Employment***" in its entirety and replace it with the following new definition:

> *"**Contract of Employment**" means any agreement, arrangement or understanding (and whether documented or not) pursuant to which a Worker is employed by a Member and is or may become entitled to Termination Payments in accordance with its terms, and includes an Industrial Instrument which applies to the Member;*

(g) delete the definition of "***Contribution***" in its entirety and replace it with the following new definition:

> "***Contribution***" *means the gross amount paid or contributed to the Fund by a Member or another person (and accepted by the Trustee) in respect of a Worker in accordance with this Deed of Trust;*

(h) delete the definition of "***CFMEU – Vic & Tas Branch***" in its entirety and replace it with the following new definition:

> *"**CFMEU – Vic & Tas Branch**" means the Construction, Forestry and Maritime Employees Union insofar as it is constituted by the Construction and General Division, Victoria – Tasmania Divisional Branch ABN 74 392 029 244;*

(i) delete the definition of "***Employer***" in its entirety and replace it with the following new definition:

> "***Employer***" *means a person who employs a Worker and whose business activities:*
>
> *(a) are within a particular Industry; or*
>
> *(b) the Trustee has agreed in writing to treat as being within a particular Industry;*

(j) delete the definition of "***Forfeited Benefits***" in its entirety and replace it with the following new definition:

> "***Forfeited Benefits***" *means those entitlements of a Worker in the Fund that are forfeited under the terms of this Deed of Trust;*"

(k) delete the definition of "***ITAA***" in its entirety and replace it with the following new definition:

> "***ITAA***" *means the Income Tax Assessment Act 1997 (Cth) or the Income Tax Assessment Act 1936 (Cth) as the context requires;*

(l) delete the definition of "***Industrial Authority***" in its entirety and replace it with the following new definition:

> "***Industrial Authority***" *means the Fair Work Commission or its successor and any person with power to certify, approve or register an Industrial Instrument;*

(m) delete the definition of "***Prescribed Amount***" in its entirety and replace it with the following new definition:

> ***"Prescribed Amount"*** *means, where a Termination Payment is to be made in consequence of a Termination Event, such amount:*
>
> *(a) as may be determined by the Trustee from time to time for the purposes of the Fund; or*
>
> *(b) as the Trustee may permit the Worker to claim;*

(n) delete the definition of "***Termination Event***" in its entirety and replace it with the following new definition:

> ***"Termination Event"*** *means, in respect of a Worker who is:*
>
> *(a) a Standard Worker (who is Approved Worker), or a Standard Worker (who is not an Approved Worker):*
>
> *(i) the termination of the Worker's employment (other than by voluntary termination before the Worker attains Pension Age);*
>
> *(ii) death;*

*(iii) TPD; and*

*(b) a Voluntary Termination Worker:*

*(i) the voluntary termination of the Worker's employment;*

*(ii) death;*

*(ii) TPD;*

(o) delete the definition of "***Termination Payment***" in its entirety and replace it with the following new definition:

> "***Termination Payment***" *means a payment to be made to, or in respect of, a Worker in accordance with clause 10;*

(p) delete the definition of "***Worker***" in its entirety and replace it with the following new definition:

> "***Worker***" *means an employee of an Employer, being a Member, who has been admitted as a Worker of the Fund and has not ceased to be a Worker including an Approved Worker, a Trainee and an Apprentice (who an Approved Worker);*

(q) delete the definition of "***Worker's Account***" in its entirety and replace it with the following new definition:

> "***Worker's Account***" *means, in respect of a Worker, the account established and maintained by the Trustee in its books of account in accordance with this Deed of Trust;*

(r) delete the definition of "***Worker's Benefit***" in its entirety and replace it with the following new definition:

> "***Worker's Benefit***" *means the amount standing to the credit of a Worker in their Worker's Account;".*

**2.2 Application of Contributions – Clause 8**

Clause 8 is deleted in its entirety and replaced with the following new clause 8:

*"8. **Application of Contributions and Rollovers***

*8.1 The Trustee must credit to the Worker's Account of each Worker:*

*(a) each Contribution made in respect of the Worker in accordance with this Deed of Trust;*

*(b) any amount transferred to the Fund from a Compatible Fund or a Reciprocating Fund;*

*8.2 The Trustee must credit any amounts contemplated by clause 8.1 as at the date the relevant Contribution or transferred amount is received by the Trustee."*

**2.3 Benefits Payable to Workers – Clauses 10 and 10A**

(a) Clause 10 is deleted in its entirety and replaced with the following new clause 10:

***10. Benefits***

***10.1 Eligibility for Termination Payments***

*(a) Subject to the Relevant Law and this Deed of Trust, on the occurrence of a Termination Event:*

*(i) a Standard Worker (other than an Approved Worker);*

*(ii) a Standard Worker (being an Approved Worker); or*

*(iii) a Voluntary Termination Worker,*

*will be entitled to a Termination Payment calculated as at the time of the Termination Event and payable in accordance with clause 10.2.*

*(b) Notwithstanding clause 10.1(a) or any other provision of this Deed of Trust, the Trustee is not required to pay a Termination Payment unless and until it has received a claim from the Worker (or any person claiming through them), and such information or evidence as it may require under clause 10.3.*

*(c) A claim for a Termination Payment must be in such form and made within such period as the Trustee may determine from time to time.*

*(d) The Trustee may require any person who claims a Termination Payment to provide the Trustee with a release in such form (if any) as it may determine.*

*(e) Any amount which the Trustee deducts or withholds from a Termination Payment under this Deed of Trust or due to the Relevant Law will be deemed to form part of the Termination Payment.*

***10.2 Payment of Benefits***

*(a) The Termination Payment to be paid to the Worker by the Trustee (or any person claiming them) will be:*

*(i) where the Worker's Benefit at the time of the Termination Event is less than or equal to the Prescribed Amount, an amount up to the Worker's Benefit, as at the time of the Termination Event and payable in such form or*

*manner as the Trustee may determine from time to time; or*

*(ii) where the Worker's Benefit as at the time of the Termination Event exceeds the Prescribed Amount, an amount up to and including:*

*(A) the Prescribed Amount; plus*

*(B) the balance of the Worker's Benefit,*

*payable in such form or manner as the Trustee may determine from time to time.*

*(b) The Trustee's discretion under clause 10.2 is unfettered and it may impose such conditions as it sees fit. The Trustee may waive all or part of any waiting periods or other conditions prescribed under to clause 10 if, in the Trustee's opinion, the waiver would alleviate hardship for the Worker or be appropriate on compassionate grounds or such other basis as the Trustee determines.*

***10.3 Obligation to provide information***

*(a) A Member or Worker, as the case may be, must provide the Trustee with all necessary information or evidence, and where requested by the Trustee within 10 Business Days of such request, to enable the Trustee to discharge its functions under this Deed of Trust including payment of any benefit and complying with the Relevant Law.*

*(b) The Trustee has no obligation to make any Termination Payment under clause 10 unless and until it receives satisfactory evidence of the entitlement of the Worker (or any person claiming through them).*

*(c) Notwithstanding clause 10.3(a), the Trustee is entitled to rely on any information (without any obligation to make further enquiry) provided by the Member or the Worker (or any person claiming through them) in assessing the Worker's entitlement to a Termination Payment.*

*(d) The Trustee will not be liable for any breach of trust or otherwise in respect of any Termination Payment made under this Deed of Trust including, without limitation, where the Trustee's decision relies partly or wholly on any determination it makes under clause 10.3(c).*

### *10.4 Payment by Mistake*

*(a) If a Member notifies the Trustee before the Trustee has paid a benefit to the Worker that the Member has paid a benefit directly to the Worker (or any person claiming through them) and the Worker (or any person claiming through them) is also entitled to be paid out of the Fund an amount that in the opinion of the Trustee represents some or all of that same benefit, then the Trustee may, in its absolute discretion, instead of paying the benefit to the Worker (or any person claiming through them), reimburse the Member an amount not exceeding the lesser of any Contributions made by the Member in respect of a Worker and allocated to their Worker's Account or the benefit paid by the Member to the Worker (or any person claiming through them).*

*(b) In all other circumstance, if, in the opinion of the Trustee, some or all of any Contribution has been paid by mistake (whether of fact or law), the Trustee may, in its sole discretion, refund that amount to the Member or offset it against any other amounts owing by the Member to the Fund and the Trustee will not be liable to pay any interest to the Member on the amount for earnings attributable to that amount or otherwise compensate the Member.*

*(c) The Trustee will not be liable for exercising its discretion to make any payments under this clause 10.4.*

### *10.5 Death Benefits*

*(a) Any Termination Payment to be made on the death of a Worker must be paid to or for the benefit of one or more of the following:*

*(i) the Legal Personal Representative of the Worker; and*

*(ii) one or more Dependants of the Worker,*

*to the exclusion of the other or others of them and in such manner and proportions, and subject to such conditions, as the Trustee determines in its sole discretion.*

*(b) If, after reasonable enquiry, the Trustee:*

*(i) determines the deceased Worker has no living Dependants; or*

*(ii) cannot locate any Legal Personal*

*Representative or Dependants of the deceased Worker; or*

*(iii) both,*

*the Trustee may forfeit the Worker's Benefit and apply it in accordance with clause 12.*

*(c) The Trustee is not liable for exercising its discretion to make any payments or determinations under clauses 10.5(a) and 10.5(b).*

*(d) A Worker may nominate one or more of their Legal Personal Representative or Dependants to receive any Termination Payment to be made in the event of the Worker's death. Any such nomination:*

*(i) must be in writing and in such form (if any) as the Trustee may determine from time to time; and*

*(ii) is not binding on the Trustee.*

***10.6 Timing of Payments***

*Where the claims on the Fund for payment of amounts in accordance with clause 10.1 are such that the Fund may not be able to pay all amounts standing to the credit of the Worker's Accounts without first applying a negative interest rate, then the Trustee may delay payment for such period as it considers necessary to ensure the entitlements of the Workers (or any person claiming through them) who are seeking payment and the entitlements of the Workers who are not seeking payment are treated fairly and equitably.*

***10.7 Taxation***

*(a) The Trustee, in its absolute discretion, may withhold some or all of any Termination Payment or other monies to be paid under this Deed of Trust in order to comply with its obligations under the Relevant Law including, without limitation, to remit any amount deducted or withheld on account of any tax, levy, stamp duty, settlement duty, revenue duty or any other impost, duty or charge, or such other amount as the Trustee thinks fit, to a Regulator in accordance with the requirements of the Relevant Law. Any decision of the Trustee under this clause 10.7(a) is final and the Worker (and, where relevant, the Worker's Dependants and/or Legal Personal Representatives) has no right of appeal.*

*(b) Subject to clause 10.7(a), where the ITAA confers on a Member an entitlement to claim or to benefit from a*

*tax credit or tax offset:*

(i) *unless the Trustee determines otherwise, the Member has no right under this Deed of Trust to claim or to benefit from such tax credit or tax offset and the Trustee has no obligation to confer on the Member any right to or entitlement to claim or to benefit from such tax credit or tax offset;*

*(ii) the Member has no right under the Deed of Trust to request or to receive any statements from the Trustee in respect of any tax credit or tax offset and the Trustee has no obligation to provide any such statement; and*

*(iii) the Trustee has no liability to the Member (or those claiming through the Member) for any failure to provide any statement in relation to such tax credit or tax offset.*

(b) Clause 10A is deleted in its entirety and replaced with the following new clause 10A:

***10A. Voluntary Termination Worker***

*(a) A Standard Worker may, at any time, by written notice to the Trustee in such form (if any) as the Trustee approves, elect to become a Voluntary Termination Worker.*

*(b) An election made under clause 10A(a) becomes irrevocable after 10 Business Days.*

*(c) The entitlement of a Voluntary Termination Worker to a Termination Payment is determined in accordance with clause 10.*

(c) Clause 10B is deleted in its entirety.

**2.4 Application of Trust Fund – Clause 15**

Clause 15 is deleted in its entirety and replaced with the following new clause 15:

*"15.1 Subject to this Deed of Trust, the Trustee must maintain so much of the Trust Fund as is represented by Contributions solely for the purposes of making Termination Payments to Workers.*

*15.2 The Trustee must establish a Worker's Account in its books of account in respect of each Worker. The Trustee must credit and debit amounts to each Worker's Account in accordance with clauses 6 to 8.*

*15.3 Where a Worker becomes entitled to a Termination Payment, the Trustee must deal with that entitlement in accordance with clause 10.*

*15.4 Notwithstanding any other provision of this Deed of Trust, the Trustee's liability to make any Termination Payment to a Worker (or any person claiming through them) is limited to the amount standing to their credit in their Worker's Account as at the date the liability arises."*

**2.5 Payments from Contributions and Income – Clause 20**

(a) Clause 20.1(1) is deleted in its entirety and replaced with the following new clause 20.1(1):

*"(1) to pay Termination Payments and other Worker Entitlements to persons in respect of whom Contributions are made;"*

(b) Clause 20.1(5) is deleted in its entirety and replaced with the following new clause 20.1(5):

*"(5) subject to the Relevant Law, to pay a contribution to a superannuation entity or an RSA in respect of a Worker or other person for whom a Contribution was made;".*

(c) Clause 20.3 is deleted in its entirety.

**2.6 Transfers to or from Reciprocating or Comparable Funds – Clause 21.4**

Clause 21.4 is deleted in its entirety and replaced with the following new clause 21.4:

*"21.4 For the purposes of this Deed of Trust, the Trustee may in its absolute discretion determine whether the other Fund is a Compatible Fund or a Reciprocating Fund."*

**2.7 Powers of Trustee – Clause 23.2**

The following new clause 23.2(4) is inserted in the Trust Deed:

*"(4) Subject to the Deed of Trust and the Relevant Law, the Trustee has full and complete management and control of all proceedings and matters connected with the Fund and, without derogating from any other provision of this Deed of Trust, may do all acts and things as it may consider necessary, desirable or convenient for the proper application, administration, maintenance and preservation of the Fund or any part of the Fund."*

**2.8 Miscellaneous amendments**

The following contextual and ancillary amendments are made to the Trust Deed:

(a) delete paragraph A in the Introduction in its entirety and replace it with the following new paragraph A:

*"The Trustee and the Unions have agreed to establish a scheme to be known as the Redundancy Payment Approved Worker Entitlement Fund 2 to provide certain benefits to Workers who leave or change their employment in the circumstances set out in this Deed of Trust.";*

(b) delete the references to "*Redundancy Payment Central Fund No. 2*" and replace them with "*Fund No. 2*" in the following provisions of the Trust Deed:

(i) clause 2.3(1);

(ii) clause 4.6; and

(iii) clause 7.13;

(c) delete the reference to "***member***" in clause 4.1 and replace it with "***Member***";

(d) delete the references to "***Redundancy Pay Contributions***" and replace them with "***Contribution***" in the following provisions of the Trust Deed:

(i) clause 2.3;

(ii) clauses 4.2 and 4.6;

(iii) clause 5.1;

(iv) the title to clause 6, clause 6.1 and 6.8;

(v) clauses 7.7 to 7.9; and

(vi) clause 10.2;

(e) delete the references to "***Redundancy Payment***" and replace them with "***Termination Payment***" in the following provisions of the Trust Deed:

(i) recital B;

(ii) clauses 1.1(10), (21) and 1.1(33);

(iii) clauses 8.1(1), (2) and (5);

(iv) clause 8.2, and clauses 8.2(1) to (3), and clause 8.3;

(v) clause 10.1; and

(vi) clause 11.1(2);

(f) delete the references to "*the Trust*" and replace them with "*the Fund*" in:

(i) clause 22.1(6);

(ii) clause 23.1(1);

(iii) clause 26.2(2);

(iv) clause 31.2;

(v) clauses 40.2 and 40.3; and

(vi) clause 2.2 and clause 3 of Part 1 of Schedule 1;

(g) delete the heading in clause 34 in its entirety and replace it with "***Variation of Deed of Trust***";

(h) delete the heading in clause 40 in its entirety and replace it with "***Governing Law***".

## 3 Reclassification of Workers

In accordance with its powers under clauses 22 and 34 of the Trust Deed and any other powers enabling it to do so, the Trustee declares that on and from the Effective Date, all Workers are reclassified as Standard Workers and will be entitled to claim Termination Payments in accordance with the terms of the Trust Deed as amended by this deed poll.

## 4 No new trust

4.1 The Trustee confirms that the amendments to the Trust Deed effected under this deed poll:

(a) are not intended to:

(i) cause a resettlement of the Fund;

(ii) declare or create any new trust or sub-trust; or

(iii) affect the status of the Fund as an Approved Worker Entitlement Fund; or

(iv) cause any property to accrue or be transferred to or vest in any person; and

(b) do not affect the beneficial entitlements of any person (including any Worker) under the terms of the Trust Deed immediately before the amendments under this deed poll become effective.

4.2 An interpretation or application of these amendments to the Trust Deed which does not result in any of the consequences described in clauses 4.1 is to be preferred to an interpretation or application which does result in one of the consequences described in those clauses.

## 5 Severance

### 5.1 Severance

(a) If any provision of this deed poll or its application to any person or circumstance is or becomes invalid, illegal or unenforceable, then so far as possible, the provision will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable.

(b) If any provision or part of this deed poll cannot be so read down, then that provision or part of it will be taken to be void and severable and the remaining provisions of this deed poll will not be affected or impaired in any way.

### 5.2 Altering the basic nature of this deed

Clause 5.1 has no effect if the reading down or severance alters the basic nature of this deed poll or is contrary to public policy.

## 6 Governing law and jurisdiction

### 6.1 Laws of Victoria

This deed poll is governed by the law of the State of Victoria.

### 6.2 Proceedings issued under or about this deed

Any proceeding issued under, or about this deed poll must be instituted either in:

(a) a Victorian Court; or

(b) the Federal Court, from the Victorian Registry of that Court.

## 7 Electronic execution

### 7.1 Consent to electronic execution

This deed poll may be signed by electronic means where permitted by law governed by the law of the State of Victoria.

### 7.2 Counterpart if electronic execution used

If this deed poll is signed in accordance with clause 7.1, then:

(a) an electronic form of this deed poll with a party's electronic signature appearing will constitute an executed counterpart; and

(b) a print-out of this deed poll with that party's signature appearing will also constitute an executed counterpart.

## 8 Counterparts

This deed poll may be executed in any number of counterparts.

## 9 Consolidated deed

From the Effective Date, the Consolidated Trust Deed shall be the trust deed for the Fund.

**EXECUTED** as a deed poll.

# Signing Page

**EXECUTED** by **Redundancy Payment Central Ltd ACN 077 133 833** in accordance with section 127(1) of the *Corporations Act 2001* )

Earle Setches

Signature of Director

Earle Setches

Name of Director
(Please print)

Signature of ~~Director~~ / Company Secretary
(delete as applicable)

Samantha Ellison

Name of ~~Director~~ / Company Secretary
(Please print)

# Schedule

**Consolidated Trust Deed**