

in respect of the Member in accordance with the Deed and Rule (iii) the portion of the account that is currently irrevocably vested the Member (the Vested Portion); and (iv) the portion of the account that is preserved and the condition such preservation (the Preserved Portion); and (c) Any such Account may, subject to the Superannuation Conditions, debited or credited and such other entries may be made or particular recorded as the Trustees deem to be appropriate including provisions reserves.

**Segregated Current Pension Assets**

21.5 The Trustees may in accordance with the Tax Act, transfer and segregate any the assets of the fund for the sole purpose of discharging the current pension liabilities of the fund out of those assets.

21.6 The transfer values and annual valuations of the segregated current pension assets must be determined in accordance with the Tax Act.

21.7 The Trustees may, in accordance with the Tax Act, re-transfer assets segregated in order to meet the requirements of the Tax Act applicable to the segregated current pension assets.

21.8 The Trustees may do or cause all such things to be done as may be necessary for the Trustees to comply with the provisions of the Tax Act necessary to transfer contributions to a life insurance company or pooled superannuation trust permit taxation of those contributions in the hands of such company or trust in accordance with the Tax Act.

21.9 The Trustees may create such Pension Benefit accounts in respect of pension payable under this Deed as the Trustees determine.

**Valuation of the Fund and Allocation of Profits or Loss**

22.1 **Valuation:** The Trustees must at the end of each Financial Year and may at any time value the assets and liabilities of the Fund and any surplus or deficiency including unrealised gains or losses revealed by such valuation must be separately credited or debited to the profit and loss account of the Fund. For the purpose of effecting a valuation the Trustees have an absolute discretion in selecting the valuation basis for any asset or liability provided that such basis must not be one which causes the Fund to fail to satisfy the Superannuation Conditions.

**22.2 Profit or loss distribution:**

The Trustees may in their absolute discretion determine the amount of profit or loss of the Fund that must be credited or debited to and amongst the Member Accounts and any other accounts that the Trustees nominate in such proportion and such manner as the Trustees decide and may set formulae or interest rate for this purpose provided that the Trustees must in the exercise of the discretion under this paragraph act in a manner that is in accordance with the Superannuation Conditions. If the Trustees maintain reserves the Trustees must first determine what amount of the profit or loss is to be allocated to the reserves accounts, and the balance (if any) credited or debited in accordance with this Deed.

22.3 Other debits: Subject to the Tax Act and the Superannuation Conditions, the Trustees may debit any accounts of the Fund in respect of taxation liabilities or any other outgoings in such manner as the Trustees determine.

**Contributions**

23.1 **Employer contributions:** Each Associated Employer, if any, and Principal Employer, if any, must contribute to the Fund pursuant to an arrangement between such employer and the Trustees in respect of the employer's employee who is a Member of the Fund.

23.2 **Employer sponsors:** The arrangement referred to in the preceding paragraph is that the Employer must pay or cause to be paid into the Fund from time to time on a basis agreed with the Trustees contributions or other monies as may be required in accordance with the Rules and subject to compliance with the Superannuation Conditions provided however that the Trustees may refuse to accept any contributions.

23.3 **Member contributions:** Subject to the Superannuation Conditions and this Deed, each Member may contribute to the Fund (whether in specie or otherwise, subject to the Superannuation Conditions) such amount or otherwise as is agreed between the Member and the Trustees.

23.4 **Acceptance of contributions:** The Trustees may accept any contribution unless the Superannuation Conditions do not permit it.

23.5 **Conditions for accepting contributions:** Subject to sub-paragraphs 23.4 and 23.9 the Trustees may accept contributions that are made in respect of a Member who is under age 65 only if:

- (a) the contributions are mandated employer contributions; or
- (b) the contributions are not mandated employer contributions and the Member:
  - (i) has, at any time in the period of 2 years immediately preceding the date of acceptance, engaged in full-time or part-time gainful employment; or
  - (ii) ceased full-time or part-time gainful employment because of ill-health (whether physical or mental) that, at the date of acceptance, prevents the Member from engaging in employment of the kind that the Member engaged in at the onset of the ill-health; or
  - (iii) is on authorised leave from his or her employer, and:
    - (A) the leave is for the purposes of raising children of whom the Member is a parent, or for whom he or she has assumed the responsibility of a parent; and
    - (B) he or she has been on that leave for less than 7 years consecutively; and
    - (C) he or she has a statutory or contractual right to resume employment at the end of the leave; and

and further provided that the Trustees may in any event refuse to accept payment or contribution.

(ii) no longer complying with the Superannuation Conditions

(i) no longer complying with the conditions applicable to self managed superannuation funds; or

The Trustees may receive such eligible termination payments as the Trust accept from time to time provided that such payment would not result in a fund:-

**23.10 F.T.P.:**

The Trustees may accept contributions in respect of a Member if the Trustee reasonably satisfied that the contribution is in respect of a period during which the Member was a member of the fund and the contribution is actually made after the end of that period.

**23.9 Contributions made after relevant period:**

Subject to sub-paragraphs 23.4 and 23.9, the Trustees may accept contributions that are made in respect of a Member who has reached age 70 only if: contributions are mandated employer contributions.

**23.8 Contributions by Members aged over 70:**

(b) the Member is gainfully employed on a part-time or full-time basis.

(a) the contributions are mandated employer contributions; or

Subject to 23.4 and 23.9, the Trustees may accept contributions that are in respect of a Member who has reached age 65 but not age 70 only if:

**23.7 Contributions by Members aged 65-70:**

(ii) an agreement certified, or an award made, by a tribunal of conciliation having the authority to do so under a law of the Commonwealth, a State or a Territory.

(i) a law of the Commonwealth, a State or a Territory; or

(b) authorised by:

(a) approved by the Member's employer, if any; or

For the purposes of sub-paragraph 23.5(b)(iii) above "authorised leave" in relation to a Member, means leave that is:

**23.6**

**Authorised Leave:**

(c) the contributions are eligible spouse contributions.

standard employer-sponsor; or

(b) any death, ill health or disability insurance policies upon the life of any Member.

(a) the vesting in or for Members within any Employer Contribution Accounts held for their benefit; or

to:-

Despite any provision in the Deed and subject to the Superannuation Conditions, the Trustees, may from time to time or at any time commence to provide or add

24.2

**Additions:**

(b) the total balances of the relevant Member Accounts and any insurance proceeds received by the Trustees in respect of the Member.

(a) the benefits provided under the Deed in respect of such Member, Dependent, Personal Representative or Beneficiary; and

Unless the Trustees, otherwise and subject to the Superannuation Conditions unanimously resolve the liability (if any) of the Trustees to make payments to or for any Member, Dependent, Personal Representative or Beneficiary must not in any event exceed the lesser of:-

24.1

**Maximum Benefits:**

**Benefits**

(i) charge which an insurer may have made in respect of any extra cover which it has provided in relation to those contributions; and

(ii) reasonable administration charges, and reduce the Benefits held for the Member in the Fund to those which would have been held if such contribution had not been received.

(c) **Ineligible Contributions:**  
If the Trustees at any time ascertain that any contribution has been accepted in breach of the provision of paragraph 23, the Trustees must refund such contribution within any time period which may be required by the Act, less any:

(b)

**No Obligation to Contribute:**

In the absence of any agreement to the contrary neither a Member nor an Employer are under any obligation to make a contribution to the Fund and a Member may remain a Member of the Fund notwithstanding a contribution is not made in respect of that Member in respect of any year.

Any contribution made by a Member or an Associated Employer must be made to the Trustees within the period in respect of which it is paid either in cash or by transfer of an asset or assets provided that the assets transferred must be investments permitted by this Deed. Any such transfer of an asset must be made upon the terms and conditions required by the Superannuation Conditions, and must not be made if the Trustees or an agent or delegate of the Trustees is prohibited by the Superannuation Conditions from acquiring the asset.

23.12 (a)

**Contributions in Cash or Assets:**

(a) the Trustees may make such relevant entries in the accounts of the fund as they deem appropriate; and

(b) despite other provisions of this Deed may admit to membership of the fund as necessary in the Trustees' opinion such persons as may be entitled to such contributions or eligible termination payments.

23.11

**Entries & Membership:**

Subject to the Superannuation Conditions, in respect of any receipt:-

Subject to sub-paragraph 24.6(i) the Trustees must pay a benefit in respect of the member, on or after the death of that member, to the person or persons mentioned in a notice given to the Trustees by that Member if:

- (e) the benefits.
- (d) The Trustees must give to the Member information that the Trustees reasonably believe the Member reasonably needs for the purpose of understanding the right of that Member to require the Trustees to provide the benefits.
- (c) Subject to sub-paragraph 24.6(i) a Member may require the Trustees to provide any benefits in respect of that Member, on or after the death of that member, to the legal personal representative or a dependant of the Member if the Trustees give the Member information under sub-paragraph 24.6(d).
- (b) The purpose of the following sub-paragraph is explanatory and it applies subject to the provisions of the SIS Act. If the Trustees are unable to lawfully act upon the Member's notice referred to below then the Trustees may pay the relevant benefit to the Member's legal personal representative or to the Member's dependants or any one or more of them and in such proportions as the Trustees in their absolute discretion determine, not being inconsistent with the SIS Act.
- (a) Subject to the Superannuation Conditions, the Trustees consent to the ability of a Member to make a binding nomination to pay benefits to a designated dependant and the Trustees agree to give effect to such notice.

**24.6 Binding Nominations:**

Subject to the Superannuation Conditions and paragraph 3.2 and despite the Rules, when a benefit is payable as a pension the Member may by written notice to the Trustees request payment of such benefit as an immediate or deferred lump sum and while the Trustees will take due consideration of a request the Trustees decision with respect to the form of any benefit payment will be final. If the Trustees at the relevant time are individuals then the Trustees must comply with the Member's request despite this paragraph 24.5 and despite the Rules.

**24.5 Members request:**

The benefits payable to or in respect of Members, Dependents and Personal Representatives in accordance with the Deed must be paid or applied to or for the benefit of such one or more of those Beneficiaries in the form of lump sums, pensions or annuities as provided in the Rules and in such manner as the Trustees may in their absolute discretion decide provided that such payments do not cause the Fund to fail to satisfy the Superannuation Conditions, nor conflict with paragraph 3.2 and is subject to any valid notice given to the Trustees by a Member pursuant to paragraph 24.6.

**24.4 Application of benefits:**

any amount not otherwise vested which the Trustees with the consent of the Member's Employer (if any) agree is to be vested including any benefits or amounts transferred to the Fund as a vested benefit from another superannuation fund.

- (a) the amounts, if any, already vested in that Member pursuant to any rules of the Fund applicable prior to the date of this Deed;
- (b) the amounts required to be vested by the Superannuation Conditions;

**24.3 Vesting: There vests in each Member:**

(ii) must be signed and dated by the Member in the presence of 2 witnesses, being persons:-

i. each of whom has turned 18; and

ii. neither of whom is a person mentioned in the notice; and

(iii) must contain a declaration signed and dated by the witnesses stating that the notice was signed by the Member in their presence.

(h) Unless sooner revoked by the member, a notice under sub-paragraph 24.6(e) ceases to have effect at the end of the period of 3 years after the day it was first signed or last confirmed or amended by the members.

(i) If an item of information given by a Member in a notice under sub-paragraph 24.6(e) is not sufficiently clear to allow the Trustees to pay the benefit, the Trustees must seek from the Member a written statement to clarify the item as soon as practicable after the Trustees receive the notice.

### 24.7 Preserved Benefits:

(a) Any benefit which is subject to preservation or has been preserved under this Deed and the Rules, must not be paid to or in respect of the Member at a date earlier than allowed from time to time under the Superannuation Conditions.

(b) The Trustees may transfer any preserved benefit to another superannuation fund nominated by the Member, an approved deposit fund nominated by the Member, a deferred annuity nominated by the Member or such other superannuation entity as the Superannuation Conditions allow.

(c) If the Fund holds benefits that were not the subject of preservation prior to the date of or the date of adoption or application of this Deed then nothing in this Deed operates in a way that has the effect of preserving those benefits unless the Superannuation Conditions require it.

- (e) payment of a Member's own contribution to relieve
- (d) payment of administrative expenses of the Fund;
- (c) additional benefits for current Members on an equal basis among all Members or, among Members on special needs;
- (b) supplementary benefits for retired Members;
- (a) welfare benefits to assist in events of financial hardship or other misfortune causing hardship;

The Trustees may in their absolute discretion apply amounts to the purposes of the Superannuation Account in the manner and to the purposes of the Superannuation Conditions and, if permitted, these may include:

25.2

**Application of forfeited benefits:**

The Trustees must keep an account for the receipt of amounts and any other credit balances that are allocated under the provisions of the Deed. The account is a Forfeited Benefits Account.

25.1

**Forfeited benefits account to be kept:**

**Forfeited Benefits Account**

In the circumstances prescribed by the Superannuation Conditions, the Trustees may pay an unpaid benefit to an eligible rollover fund, or to another body prescribed by the Superannuation Conditions.

24.13

**Unpaid benefits:**

If the Trustees cannot find a person entitled to a benefit then of that benefit may be paid or otherwise dealt with by the Trustees in the manner as the Superannuation Conditions permit.

24.12

**Unclaimed monies:**

Subject to the Superannuation Conditions, the Trustees may, of the Member or Beneficiary to whom a benefit is payable, transfer to the Fund of equivalent value to such benefit in lieu of payment. The Trustees may take into account such associated expenses of such transfer as they think fit and make adjustments.

24.11

**Trustees may transfer assets in specie:**

Trustees may transfer assets in specie to the Fund in accordance with any benefit until the requirements of this paragraph have been met.

Trustees to pay such amount to that Employer. requesting that the same be paid to that Employer is sufficient authority to the or by two partners (if a firm) of that Employer stating the amount charged and A statement in writing signed by that Employer or by the directors (if a company) Evidence:

26.3

- (a) all amounts owing by him or her to that Employer;
- (b) any loss incurred by that Employer in consequence of the Member's fraud, dishonesty or misconduct; and
- (c) the costs of all proceedings civil or criminal incurred by that Employer in recovering any amount owing by him or her to that Employer or in respect of the Member's fraud, dishonesty or misconduct.

Subject to the Superannuation Conditions, the benefit payable in respect of a Member is to be charged with the payment to the Associated Employer of that Member of -

26.2

Charge:

The following provisions are subject to the Superannuation Conditions and apply to the extent to which they are not inconsistent with it.

26.1

**Benefits charged with payments due to Employer**

- (a) The Trustee may at any time establish an Equalisation Account of the Fund and may transfer to the credit of that account any forfeited benefits or any amounts from an income account in the Fund.
- (b) Any monies held in the Equalisation Account do not form part of any Member Account and any income derived by the Fund on the monies held in the Equalisation Account is to be credited to the Equalisation Account.
- (c) The Equalisation Account is to be used by the Trustee in accordance with any applicable investment strategy relating to reserves to stabilise the investment earnings of the Fund and to provide for such contingencies as the Trustees consider appropriate.
- (d) This Rule 25.3 is subject to the Superannuation Conditions.

25.3

**Equalisation Account:**

Provided that the Trustees, if the Superannuation Conditions require it, may not apply any amount so held which is attributable to the contributions of an Employer to the provision of any benefit or advantage for any Member who is not its Employee without the consent of that Employer and where the Trustees have given notice of not less than twenty one (21) days to an Employer of the Trustees intention to so apply any amount and the Employer has not responded the Employer is deemed to have consented to that application.

- (f) payment to an Employer in recompense for loss or damage as the consequence of employee misconduct;
- (g) payment to an Employer in the form of assessable income.



27.2

Payments:

In any of the events mentioned in the preceding sub-paragraph and Superannuation Conditions do not prohibit it, the Trustees may pay to the Member:

- (a) the whole or such part of the benefit, or
  - (b) any vested benefit
- it is acceptable under the Act.
- that the Trustees will only recognise an assignment or charge of a benefit limited by or imoperative under the Act or the Bankruptcy Act provided that this sub-paragraph only applies to the extent that it or such part of that benefit as the Trustees in their absolute discretion determine to be presently or presumptively entitled to his or her benefit ceases to be presently or presumptively entitled to his or her benefit.

27.1

Member's insanity and other events:

This provision applies separately to vested and non-vested benefits and the Superannuation Conditions do not prohibit it. If a Beneficiary in the Trustee's opinion:-

- (a) who assigns or charges or attempts to assign or charge any benefit whose interest in any benefit, whether by the Member's or Beneficiary's own act, operation of law, an order of any Court or otherwise be payable to or vested in any other person, company, government or public authority;
- (b) who is insolvent or who commits or has committed an act of bankruptcy for any reason is unable personally to receive or enjoy the benefit or a portion of a benefit or who, in the opinion of the Trustees is incapable of managing the person's affairs; or
- (c) who in the opinion of the Trustees commits any fraud or is guilty of dishonesty or defalcation,

Application of Benefits in Certain Cases

26.5

Certificate:

A certificate signed by the Trustees stating the amount of the lien or Member's benefit claimed by the Trustees is prima facie evidence in the proceedings against all claimants of the amount owing to the Fund under the preceding sub-paragraph and is sufficient authority to the Trustees to release the Fund out of the amount of benefit to which the Member would otherwise be entitled the amount of such lien and the balance, if any, of the benefit which not so retained in the Fund must be paid to or in respect of the Member.

(b)

any loss or expense incurred by the Trustees in consequence of the Member's fraud, dishonesty, misappropriation or other misconduct in respect of the Fund including the costs to the Trustees of recovery of the same where the loss, expense or costs have been quantified and confirmed as a debt owing by the Member to the Trustees in their capacity as Trustees.

except to the extent required by the Superannuation Conditions, the money or assets so transferred must not be subject to preservation. Where the Fund holds benefits that were not the subject of preservation in a prior Fund then nothing in this Deed is to have the effect of preserving those benefits unless the Superannuation Conditions require it.

- (c) the amount which by the terms and rules of such other superannuation fund is required to be preserved is to be identified and held by the Trustees as a Preserved Portion under this Deed.
- (b) the amount of the entitlement of the Member concerned is to be credited to his or her Member Account in the manner resolved between the Member, the Trustees and the Trustees of the Fund from which the Member is transferring provided that any such monies or assets which represent a benefit which has vested in the Member is to be credited to his or her account as a vested benefit;

**28.3 Application of transferred amounts:**  
On any such payment or transfer of monies or assets -

- (a) the Trustees must hold any monies or assets so paid or transferred to them from another superannuation fund according to the terms and conditions of this Deed subject to paragraph 21.2.
- (b) The Trustees may make arrangements about any matter in relation to such payment or transfer which in their opinion is necessary and may also make such arrangements as are necessary to enable such Employee to be admitted to membership of the Fund, if that person is not a Member.
- (c) A payment or transfer may be made to the Trustees of a successor fund without the consent of the relevant Member if permitted by the SIS Act.

- (a) Subject to the Superannuation Conditions the Trustees may at the request of an Employee or Member and with the consent of his or her Employer, if any, make such arrangements as they think proper with that previous employer or the trustee of any other superannuation fund or entity for the payment or transfer to the Fund of monies or assets and other rights and benefits of and arising in relation to the membership by such person in such other superannuation fund or entity.
- (b) The Trustees may make arrangements about any matter in relation to such payment or transfer which in their opinion is necessary and may also make such arrangements as are necessary to enable such Employee to be admitted to membership of the Fund, if that person is not a Member.
- (c) A payment or transfer may be made to the Trustees of a successor fund without the consent of the relevant Member if permitted by the SIS Act.

**28.1 Trustees to make arrangements with prior employer and Trustee:**

**Transfer of Benefits**

**27.3 Discharge:** The payment or application of any monies pursuant to the preceding sub-paragraph is a complete discharge to the Trustees therefor.

as the Trustees, in their absolute discretion, determine and may apply the balance of such benefits then remaining in the hands of the Trustees for the maintenance and support of such Member or Dependent as the Trustees in their absolute discretion may determine provided that any such payment or application by the Trustees for the maintenance and support of a Member while such Member continues to be employed is to be made only for the purposes of and in such circumstances as warrant the relief of hardship as may be permitted by the Superannuation Conditions. Any amounts not applied under this paragraph may be transferred to the Forfeited Benefits Account by the Trustees.

**28.4 Application of benefits on Member leaving Fund:**  
 The money and assets comprising any benefit payable to a Member on leaving the Fund may with the approval of such Member be paid or transferred to or invested in (as the case may be):-

- (a) another superannuation fund nominated by the Member of which such Member is or intends to become a Member and which satisfies the Superannuation Fund Conditions; or
  - (b) an approved deposit fund nominated by the Member which satisfies the Approved Deposit Fund Conditions set out in the Superannuation Conditions; or
  - (c) a deferred annuity nominated by the Member which does not pay benefits except in circumstances in which by the Superannuation Conditions or by this Deed benefits are payable to that person;
  - (d) such other superannuation entity as the Superannuation Conditions permit.
- The receipt of the Trustee of that other fund or scheme or the corporation issuing the policy is a complete discharge to the Trustees in respect of any money or assets so paid or transferred.

**28.5 Application of preserved benefits:**  
 The money and assets comprising any Preserved Portion of a benefit payable to a Member at a date after his or her leaving the Fund may be:

- (a) retained in the Fund; or
  - (b) transferred to a superannuation entity provided that such transfer is not inconsistent with the Superannuation Conditions.
- The receipt of the Trustees of that other fund or scheme or the corporation issuing the policy is a complete discharge to the Trustees in respect of any money or assets so paid or transferred.

**Disclosure of Information**

**29.** The Trustees must provide such information, reports or otherwise to such persons, superannuation entities or otherwise as may be necessary to comply with the Superannuation Conditions.

**Notices**

**30.** Notices may be given by the Trustees to Members and Dependents either personally or by sending the same by pre-paid letter posted to the address last known to the Trustees or the address last known to the Employer.

**Principal and Associated Employers**

**31.1 Approval of Associated Employers:**  
 Subject to the Superannuation Conditions the Trustees with the approval of the Principal Employer, if any, may permit any company, person or firm as an Associated Employer to contribute to the Fund. Unless inconsistent with the Superannuation Conditions, an Associated Employer is deemed to be bound by the Deed and the Rules on such payment of a contribution. The Trustees may require the Associated Employer to make application to join in a form approved by the Trustees.

31.2

**Cessation:** Subject to the Superannuation Conditions an Employer ceases to be an Associated Employer on:-

- (a) The Employer ceasing to be an Employer of any Member; or
- (b) The Employer determining to cease contributing to the Fund; or
- (c) The Employer's becoming bankrupt or being placed into liquidation or receivership or ceasing to carry on a business.
- (d) The Employer giving written notice of ceasing to be an Associated Employer to the Trustees and to each Member who is employed by that Employer.
- (e) The Trustees giving written notice of cessation to the Associated Employer.

31.3

A Member who is an employee of an Employer that has ceased to be an Associated Employer does not by reason of that event cease to be a Member.

31.4

**Appointment and cessation of Principal Employer:**

- (a) Subject to the Superannuation Conditions, a Principal Employer of the Fund may cease to occupy that role by giving written notice to the Trustees of that fact and that cessation takes effect from the date that notice is so given.
- (b) Another entity may become the Principal Employer by written agreement of the Trustees and the Members with the consent of any then current Principal Employer.

**Employers Rights Not Restricted**

32.1

**Employer's rights unaffected:**

Nothing herein contained in any way restrict the rights of an Employer to determine the employment of a Member (or remove from office any director who is a Member) at any time and the fact that such Member is a Member is not to be taken as a guarantee of their employment, or continuance in office.

32.2

**Damages:**

The benefits to which a Member might claim to be entitled hereunder are to be disregarded in assessing damages in any action which may be instituted by such Member against the Employer in respect of their dismissal.

32.3

**Workers compensation:**

Nothing contained in this Deed is to affect the right of a Member or their Personal Representative or other person to claim damages or compensation at Common Law or under Workers' Compensation Acts or any other Statute in force governing compensation to a Member injured or dying from any accident arising out of and in the course of their employment with the Employer and any benefits payable hereunder are not to be reduced by reason of any payment that may be made in respect of such damages or compensation.

**Winding up of Fund**

33.1

**Winding up:**

Subject to the Superannuation Conditions and if so required, with the Trustees' consent, the Fund is to be wound up by the Trustees as at a date determined by them on the occurrence of any of the following events:-

- (a) if there are no assets of the Fund; or
- (b) if there are no Beneficiaries of the Fund and no Associated Employers and no Principal Employers; or

34. **Establishment of complaints procedure:** If required by the Superannuation Conditions, the Trustees will establish such reasonable procedures under which enquiries and complaints may be dealt with.

**Complaints**

33.3 **Subject to vesting and preservation:** Subject to the Superannuation Conditions and in so far as it is within the power of the Trustees to do so, in dealing with the benefit of any Member in a winding up of the Fund the Trustees must observe all the provisions of this Deed relating to the vesting, transfer, payment and preservation of benefits and must not act otherwise than as permitted by those provisions.

- (e) lastly, in the distribution of any remaining balance to such of the Beneficiaries, and to any of the Employers in such proportions as in the opinion of the Trustees is appropriate in the circumstances and in accordance with the Superannuation Conditions.
- (ii) the Vested Portion of their Employer Contribution Accounts; and
- (iii) any Preserved Portion of their Member Accounts in excess of the amount secured under (i) and (ii) above; and
- (d) fourthly, in securing for each Member the amounts standing to the credit of -
- (c) thirdly, in securing the minimum guaranteed benefits of members;
- (b) secondly, in the discharge of all liabilities other than liabilities in respect of benefits payable to or in respect of Beneficiaries;
- (a) firstly, in the payment of liabilities in respect of the administration and other costs associated with the winding-up proceedings;

33.2 **Priorities:** Subject to the Superannuation Conditions and if so required, with the Trustees' approval, the assets of the Fund on its winding up are to be applied in the following order of priority and for the following purposes to the extent to which those assets will allow:-

- (c) if in respect of each Associated Employer and Principal Employer, if any, an order is made or a resolution is passed for the winding up of such Employers and there are no Beneficiaries.
- (d) if the Trustees (with the consent of the Principal Employer, if any,) resolve to wind up the Fund.
- (e) if the Fund has a Principal Employer who is the only contributing employer and gives written notice requesting that the Fund be wound up to the Trustees and each Member.

Schedule

The Rules

Interpretation

1.1 Matters covered by Rules: These Rules relate to the following matters concerning the Fund:-

- (a) membership of the Fund;
- (b) the kinds of benefit provided by the Fund;
- (c) the circumstances of payment of benefits;

1.2 Superannuation Conditions: These Rules are subject to the SIS Act.

Membership

2.1 Eligibility: Any Eligible Person may make application in writing to the Trustees in a form approved by the Trustees from time to time to join the Fund however if a proposed Member is employed by a Principal Employer then the Principal Employer's consent to membership must be obtained by the Trustees before admission of a Member, subject to the Act and the Superannuation Conditions.

2.2 Trustees may refuse: The Trustees may accept or refuse any application for membership in the Trustees absolute discretion and is not required to assign any reason for any refusal.

2.3 Trustees to give notice: A person becomes a Member when the Trustees give notice in writing to that person that such application has been approved and accepted, however notice to the members named in the reference schedule is not required.

2.4 Member bound by Deed: A person upon becoming a Member is deemed to have consented to and to be bound by the provisions of the Deed and Rules.

2.5 Cessation of membership: Subject to the Superannuation Conditions a person ceases to be a Member on the happening of the first of the following:-

- (a) death;
- (b) when the total of all amounts payable under this Deed and Rules in respect of the Member's membership has been paid;
- (c) when under this Deed and Rules any benefit payable to the Member or any person on the Member's account ceases to be payable; or
- (d) when the Trustees so resolve, subject however to the Superannuation Conditions and the SIS Act.

Payment of Benefits

3.1 Payment on retirement or at age 65 - employer sponsored Member Subject to the provisions of these rules and to the Superannuation Conditions:-

The benefit payable under this Rule 3 may, in the discretion of the Trustees, be paid by way of a pension in accordance with rule 13. However, the benefit will (subject to any permitted commutations by members and beneficiaries to lump sums) be paid by way of a pension that is an old-age pension if the Trustee is not, at the time the benefit becomes payable, a constitutional corporation.

3.5

**Payment of benefit by pension**

If the Member is and continues to be gainfully occupied on a full-time basis after attaining age 65, the member's benefit will be paid or commence to be paid to the Member when the Member requests payment, or on the Member ceasing to be gainfully occupied on a full-time basis. If the member, after age 65, becomes gainfully occupied on a part-time basis after having ceased to be gainfully occupied on a full-time basis, sub-rule 3.3 applies.

3.4

**Continuation of employment on a full-time basis after age 65**

If the Member is and continues to be gainfully occupied on a part-time basis after attaining age 65, the Member's Benefit will be paid or commence to be paid to the Member when the Member requests payment, or when the Member attains age 70, or if the number of hours that the Member works reduces below the level required to be gainfully occupied on a part-time basis, whichever occurs first.

3.3

**Continuation of employment on a part-time basis after age 65**

To the extent only permitted by the Act, the Member's benefit may be paid to a Member who has not reached the Member's preservation age if the Trustees so determine.

(d)

Despite rules 3.3 and 3.4, the member's benefits will be paid or commence to be paid to a non-employer sponsored Member who, having attained age 65, continues to be gainfully occupied but requests payment of the benefit.

(c)

The Member's Benefit will also be paid or commence to be paid to a non-employer sponsored Member on attaining age 65 if the Member continues to be gainfully occupied after that age but the number of hours worked are insufficient for the Member to be considered to be gainfully occupied on a part-time basis.

(b)

the amount of the Member's Benefit will be paid or commence to be paid to a non-employer sponsored Member who retires from the workforce and attains the age prescribed by the Act as being the preservation age for that member, or who retires from any gainful employment after attaining the age of 65 or such other age permitted by the Act.

(a)

**Payment on retirement or at age 65 - non-employer sponsored member**

3.2

To the extent only permitted by the Act, the Member's benefit may be paid to a Member who has not reached the Member's preservation age if the Trustees so determine.

(d)

Despite sub-rules 3.3 and 3.4, a Member's Benefit will be paid or commence to be paid to an employer sponsored Member who, having attained age 65, continues in employment but requests payment of the benefit.

(c)

An employer sponsored Member's Benefit will also be paid or commence to be paid to a Member on attaining age 65 if the Member continues to be employed by the employer after attaining age 65 but the number of hours worked are insufficient for the Member to be considered to be employed on a part-time basis.

(b)

the amount of the Member's Benefit will be paid or commence to be paid to an employer sponsored Member who, having attained the retiring age, ceases to be an employee.

(a)

**Conditions of Commutation** 3.6  
 Subject to the Superannuation Conditions and to paragraph 3.2 of the Deed, on the written application of a Pensioner or Reversionary Beneficiary, the Trustees must commute to a lump sum benefit the whole or any part of a pension payable from the Fund to such Pensioner or Reversionary Beneficiary as applicable provided that:-

- (a) the commutation of the pension is permitted by the Act;
- (b) the amount of the commuted benefit including the value of any remaining pension payable is subject to the provisions of paragraph 24 of the Deed;
- (c) the amount of the commuted benefit is to be determined by the Trustees.

**Payment of Lump Sum Benefit:** 3.7  
 The Trustees may pay the amount of the lump sum benefit in respect of the pension being commuted under sub-rule 6 to the Pensioner or the Reversionary Beneficiary who applied for the commutation but subject to paragraph 3.2 of the Deed and to any other applicable provisions of this Deed and to the Superannuation Conditions.

**Adjustment of Pension following Commutation:** 3.8  
 Following the commutation of a part of a pension under sub-rule 6, the Trustees must reduce the total amount of the instalments of any pension payable to the Pensioner by such amount as the Trustees consider appropriate and subject to the Superannuation Conditions.

**Benefit Payable on Death**

**Benefit payable on death:** 4.1  
 (a) If a Member dies before payment or commencement of payment of a benefit under rule 3, the amount of the Member's Benefit will be held by the Trustees on trust for the benefit of one or more of the member's dependants in the shares and proportions as the Trustees, in their absolute discretion, determine.

(b) The Trustees will take account of any nomination of beneficiaries made by the member, but will not be bound by it unless it is a binding nomination under paragraph 24 of the Deed and subject to that paragraph 24, in the discretion of the Trustees, the benefit payable will be paid by lump sum or pension or a combination of both.

**Payment to legal personal representative:** 4.2  
 If the Trustees are unable to establish within 6 months after the member's death that there are any dependants, the member's benefit will be paid to the member's legal personal representative.

**Payment other than to dependant or legal personal representative:** 4.3  
 If, after making inquiries that the Trustees regard as reasonable, the Trustees are unable to establish that there are any dependants or a legal personal representative of the deceased member, the Trustees may, if permitted by the Act, pay the benefit to a person or persons selected by the Trustees.

**Forfeited benefits:** 4.4  
 Subject to sub-rule 4.3, if a grant of probate or letters of administration is not made in respect of the estate of the Member within 3 years after the member's death (or any longer period the Trustees determine), the benefit payable under this Deed will be treated as a forfeited benefit, and will be applied in the manner provided for in the Act or, in the absence of any provision, will be applied by the Trustees as a forfeited benefit.



employer sponsored Member becomes permanently disabled, the amount of the benefit payable to the Member or, if the Member is unable to manage his or her own affairs, to any of the member's dependants, and in any proportion as the Trustee, in their absolute discretion, determine.

5.2

**Proceeds of temporary disablement insurance policy:**

Subject to the Superannuation Conditions and paragraph 24 of the Act, before a benefit becomes payable under sub-rule 5.1, the proceeds of a temporary disablement insurance policy on the life of the Member becomes payable to that Member, subject to the provisions of these rules, the amount of the Member's contribution account (if any) plus the amount of the Member's vested employer's contribution account (if any) plus any other benefit plus the additional part (if any) of the employer's contribution account which the Trustee, in their absolute discretion, determine. Any proceeds will be paid on the terms and conditions set out in rule 8 in relation to the benefit.

6.

**Benefit payable on dismissal**

If an employer sponsored Member is dismissed from the employment of the employer for misconduct involving fraud or dishonesty, the amount of the Member's contribution account (if any) plus the amount of the Member's vested employer's contribution account (if any) plus any other benefit plus the additional part (if any) of the employer's contribution account which the Trustee, in their absolute discretion, determine. Any proceeds will be paid on the terms and conditions set out in rule 8 in relation to the benefit.

7.

**Benefit payable to an employer sponsored member on termination of employment before retiring age:**

Subject to the Superannuation Conditions, if the employment by the employer of a member is terminated before the retiring age of the member, then in the circumstances referred to in rules 4, 5 or 6:

(a) the amount of the member's contribution account; plus

(b) that part (if any) of the amount of the member's employer's contribution account which the Trustee, in their absolute discretion, determine; plus

(c) such part (if any) of the amount of the member's employer's contribution account which the Trustee, in their absolute discretion, determine, determined as a forfeited benefit

(d) the amount of the member's vested employer's contribution account

any other vested benefit not otherwise payable under this Decree. If the Member has attained the age prescribed on the Act as being the age for that Member and is retiring from the work, the Member has not attained the age prescribed in the Act as being the age for that Member or, having attained that age, has not retired from the work, the Trustee, in their absolute discretion, may determine that the Member's contribution account shall be paid to the member. If the Member has not attained the age prescribed in the Act as being the age for that Member or, having attained that age, has not retired from the work, the Trustee, in their absolute discretion, may determine that the Member's contribution account shall be paid to the member. If the Member has not attained the age prescribed in the Act as being the age for that Member or, having attained that age, has not retired from the work, the Trustee, in their absolute discretion, may determine that the Member's contribution account shall be paid to the member. If the Member has not attained the age prescribed in the Act as being the age for that Member or, having attained that age, has not retired from the work, the Trustee, in their absolute discretion, may determine that the Member's contribution account shall be paid to the member.

8.

**Payment of preserved benefit:**

Subject to the Superannuation Conditions, if any part of the benefit payable to the Member under rules 6 or 7 is a preserved benefit and if the Member has not retired from the work, the Trustee, in their absolute discretion, may determine that the Member's contribution account shall be paid to the member. If the Member has not attained the age prescribed in the Act as being the age for that Member or, having attained that age, has not retired from the work, the Trustee, in their absolute discretion, may determine that the Member's contribution account shall be paid to the member. If the Member has not attained the age prescribed in the Act as being the age for that Member or, having attained that age, has not retired from the work, the Trustee, in their absolute discretion, may determine that the Member's contribution account shall be paid to the member.

either:

under which the Member attains the age prescribed in the Act as being or after the Member attains the age prescribed in the Act as being the preservation age for that Member provided that payment of the annuity instalments will commence no later than the attainment by the Member of the age of 65 years or in any other circumstances as are permitted by the Act; and

(ii) which cannot be surrendered or assigned (except to make a payment in accordance with paragraph 28 of the Deed) until the Member attains the age prescribed in the Act as being the preservation age for that member; and

(iii) which cannot be mortgaged or encumbered in any manner.

If the amount of the member's preserved benefit does not exceed the amount that is prescribed under the Act, it will be paid to the Member on termination of his or her employment and paragraphs (a), (b), (c) and (d) of this rule 8 will not apply to the benefit.

#### 9. Deferment of payment of benefit

Subject to the Superannuation Conditions, the payment of any benefit payable under rules 6 or 7 which is not a preserved benefit or payable under rules 3.1 or 5.1 may, at the request of the Member and with the consent of the Trustees, be deferred until the Member requests payment of the benefit. However, the deferred benefit will be paid to the Member in accordance with rules 4 or 5 if the Member dies, or becomes permanently disabled, or attains age 65, or in accordance with rules 3.3 or 3.4, or in accordance with the requirements of the Act. Earnings of the fund will be allocated to the deferred benefit in accordance with the Deed.

#### 10. Payment of benefits to minors

Subject to the Superannuation Conditions, where a person to whom benefits are payable is a minor, the Trustees may pay the benefit to any other person for application on behalf of that minor and the receipt of the person to whom the benefit is so paid will be a complete discharge to the Trustees in respect of that benefit.

The recipient of a pension under these rules may commence the receipt of a pension to a lump sum payment, by applying in writing to the trustee. The commutation must comply with the requirements of the Act.

**13.4 Benefit payable to spouse on death of member**

(a) If a Member to whom a pension is being paid and who is survived by a spouse dies, the Trustees may determine to pay to the spouse until the spouse's death or, until the member's benefit is reduced to nil (if that occurs before the spouse's death) a pension of the amount as the deceased member's spouse and the Trustees agree on from time to time or, if there is no agreement, of any amount and on terms and conditions as the Trustees determine. If however the pension has to be paid on some other basis for the fund to comply with the Act, it must be paid on that basis. The annual amount of the pension will not be greater than any maximum nor less than any minimum amount stated in the Act.

(b) A pension payable to a member's spouse pursuant to this sub-rule 4 will commence on the date of the member's death.

**13.5 Payment to member's dependants**

(a) If a Member in receipt of a pension who does not have a spouse, or to whose spouse a pension is not paid under sub-rule 4 dies, or if a member's spouse to whom a pension was payable under sub-rule 4 dies, the balance of the member's benefit (if any) will be paid in a lump sum to such of the member's dependants as the Trustees, in their absolute discretion, determine.

15. **Benefit payable in other circumstances**  
 The Trustees may, but only if consistent with the SIS Act as it Fund, pay part or all of a member's benefit to a member, or such of may be entitled to that benefit, despite these rules.

14. **Benefit payable on the grounds of financial hardship**  
 Subject to the Superannuation Conditions, the Trustees may, absolute discretion, pay part or all of the member's benefit to a Member not entitled to be paid a benefit under the balance of these rules, if are satisfied that the Member would suffer financial hardship if part of his or her benefit is not paid to the member. If the Act so require must first be approved by the Commissioner.

13.8 **Imputation credits**  
 Subject to the Superannuation Conditions, the Trustees may, in the discretion, debit amounts to the accounts of members to whom current are not being paid and credit corresponding amounts to the account to whom current pensions are being paid to compensate the Member obtaining the benefit of dividend imputation credits on investment of shares in companies.

13.7 **Annuities**  
 The Trustees may, in their absolute discretion (including where pension is required to be paid), provide pensions payable under the applying a member's benefit to the purchase of an annuity the requirements of the Act.

13.6 **No assignment or encumbrance**  
 (a) Pensions payable from the fund cannot be assigned or transferred by the person receiving the pension (except to provided for in sub-rule 4) and cannot be mortgaged or encumbered in any manner.  
 (b) Neither the capital value (if any) of any pension payable from any income from it, may be used as a security for a borrowing

(d) A forfeited benefit will be applied in the manner provided for in the Act if there is no provision, will be applied by the Trustees in as benefit.

Member or the member's spouse (if a pension was being paid to the member's spouse) that there are any dependants, the benefit under this sub-rule 5 will be paid to the member's or the spouse's legal personal representative in the discretion of the trustee, if a grant of probate or letters of administration in respect of the deceased Member or the deceased member's spouse is made within 3 years of his or her death (or any longer period determined by the trustee), the benefit payable under this rule will be applied in the manner stated in paragraph 4 of this rule.

Complying Pensions

16.1

Statutory Provisions:

(a) The following provisions are included to comply with the SIS Act. The Trustees may by resolution determine to pay the following types of pensions however they are subject to the Superannuation Conditions.

(b)

The Trustees are not bound to pay the pensions referred to in this Rule however if they do so resolve then the Trustees must comply with the applicable provisions and those provisions apply despite the provisions of any other Rule unless the Trustees otherwise determine.

(c)

To the extent that the provisions in this Rule are inconsistent with the SIS Act, they are varied and are deemed to be included in these Rules.

16.2

Lifetime Pensions:

(a) The pension must be paid at least annually throughout the life of the primary beneficiary and if there is a reversionary beneficiary:-

(i)

throughout the reversionary beneficiary's life; or

(ii)

if he or she is a child of the primary beneficiary or of a former reversionary beneficiary under the pension - at least until his or her 16th birthday; or

(iii)

if the person referred to in sub-paragraph (ii) is a full-time student at age 16 - at least until the end of his or her full-time studies or until his or her 25th birthday (whichever occurs sooner).

(b)

The size of payments of benefits is fixed by the Trustees and may be varied by them as may be provided in this Deed or in a manner not inconsistent with the provisions of the SIS Act applicable to such pensions.

(c)

The sum payable as a benefit in each year may be altered if there is a charge in the Consumer Price Index but only in accordance with the provisions of the SIS Act applicable to such pensions.

(d)

The pension must not have a residual value.

(e)

The recipient may commute the whole or part of the pension to a lump sum payment by applying in writing to the Trustees however the pension cannot be commuted except:-

(i)

within six months after the commencement day of the pension; or

(ii)

benefit of a reversionary beneficiary on the death of the primary beneficiary; or

(iii)

if the eligible termination payment resulting from commutation is transferred directly to the purchase of another lifetime pension or annuity, life expectancy pension or annuity in accordance with the provisions of the SIS Act applicable to such pensions; or

(g)

The pension cannot be transferred to a person other than a reversionary beneficiary on the death of the primary beneficiary or of another reversionary beneficiary.

(i) less than fifteen years - throughout a period equal to beneficiaries life expectancy; or

(ii) fifteen years or more - throughout a period that is not more than the primary beneficiary's life expectancy.

(b) The pension is paid at least annually to the primary beneficiary if the life expectancy on the commencement date is:-

(a) The primary beneficiary became entitled to be paid the pension on the day when the primary beneficiary became of pensionable age; or the day when the primary beneficiary became entitled to the pension; commencement day is the day when the primary beneficiary became entitled to the pension;

(b) The pension is paid at least annually to the primary beneficiary if the life expectancy on the commencement date is:-

16.5

**Life Expectancy Pensions:**

(d) The size of the payments of benefit in a year is fixed by the rules allowing for variation in accordance with this Deed and rule payments are made at least annually.

(c) The recipient of a pension may commute the whole or part of a lump sum payment by applying in writing to the Trustee that the lump sum cannot exceed (except if conversion is in respect of a pension valuation factor applicable in accordance with the SIS Act to the pension as if the commencement day were the day when the primary beneficiary became of pensionable age) the sum determined by applying the pension valuation factor applicable in accordance with the SIS Act to the pension as if the commencement day were the day when the primary beneficiary became of pensionable age; or the day when the primary beneficiary became entitled to the pension; commencement day is the day when the primary beneficiary became entitled to the pension;

(b) Except in relation to payments, by way of commutation contributions surcharge, variation in payment to year does not exceed, in any year, the average rate of increase in the preceding three years; and

(a) Defined pensions may be paid that comply with Rules 16.2(f), 16.4

16.4

**Defined Pensions:**

(i) In the final year in which pension payments end; or

(ii) If the commencement date of the pension is not more than 12 months before the commencement date of the pension; or the day when the primary beneficiary became of pensionable age; or the day when the primary beneficiary became entitled to the pension; commencement day is the day when the primary beneficiary became entitled to the pension;

(e) The minimum standard prescribed by the SIS Act need not be exceeded.

(d) Payments in a year (except a commutation) are not larger or smaller than the maximum or minimum limits calculated in accordance with the SIS Act.

(c) Neither the capital value of the pension nor the income from the pension is used as security for a borrowing.

(b) The pension cannot be transferred to a person other than a primary beneficiary on the death of the primary beneficiary or the death of the primary beneficiary.

- (c) The total amount of the payment or payments to be made in the first year after the commencement day (not taking commuted amounts into account) is fixed by the Trustees and that payment, or the first of those payments, relates to the period commencing on the day when the primary beneficiary became entitled to the pension; allowing for variation only in accordance with the indexation limit prescribed by the SIS Act as applicable to such payments.
- (d) The total amount of the payment to be made in a year may be varied only to allow commutation to pay a superannuation contribution surcharge; and
- (e) The pension may not have a residual capital value; and
- (f) The pension cannot be commuted except:-
  - (i) within six months after the commencement day of the pension; or
  - (ii) by payment, on the death of the primary beneficiary, to the benefit of a reversionary beneficiary or, if there is no reversionary beneficiary, to the estate of the primary beneficiary; or
  - (iii) by payment, on the death of a reversionary beneficiary, to the benefit of another reversionary beneficiary, or, if there is no other reversionary beneficiary, to the estate of the reversionary beneficiary; or
  - (iv) if the eligible termination payment resulting from the commutation is transferred directly to the purchase of another benefit or under a contract that meets the applicable standards in accordance with the SIS Act; or
  - (v) to pay a superannuation contributions surcharge; and if the pension reverts, it does not have a reversionary component greater than the benefit that was payable before the reversion; and
  - (vi) if the pension is commuted, the commuted amount cannot exceed the benefit that was payable immediately before the commutation; and
  - (vii) the pension cannot be transferred to a person except:-
    - (A) on the death of the primary beneficiary, to a reversionary beneficiary or, if there is no reversionary beneficiary, to the estate of the primary beneficiary;
    - (B) on the death of a reversionary beneficiary, to another reversionary beneficiary or, if there is no other reversionary beneficiary, to the estate of the reversionary beneficiary; and
  - (viii) The capital value of the pension, and the income from it, cannot be used as security for a borrowing.

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Reference Schedule

1. Name of Fund:- THE GREEN SUPERANNUATION FUND

2. Parties:-

(a) Trustee(s):-

Heather Elizabeth GREEN  
15 Park Avenue  
Alstonville NSW 2477  
Russell Clyde GREEN  
15 Park Avenue  
Alstonville NSW 2477

(b) Initial Member(s):-

Heather Elizabeth GREEN  
15 Park Avenue  
Alstonville NSW 2477  
Russell Clyde GREEN  
15 Park Avenue  
Alstonville NSW 2477

(c) Principal Employer (if any):-

ALSTONVILLE REAL ESTATE PTY LTD  
(A.C.N. 001 994 690 )  
7 Carrington Street  
Lismore NSW 2480



Executed as a deed on the date appearing on page 1.

Signed Sealed and Delivered by  
Heather Elizabeth GREEN

in their capacity as Trustee  
in the presence of: BOB IRVIN

Signed Sealed and Delivered by

Heather Elizabeth GREEN  
in their capacity as Initial Member  
in the presence of: BOB IRVIN

Signed Sealed and Delivered by

Russell Clyde GREEN  
in their capacity as Trustee  
in the presence of: BOB IRVIN

Signed Sealed and Delivered by

Russell Clyde GREEN  
in their capacity as Initial Member  
in the presence of: BOB IRVIN

*Heather*

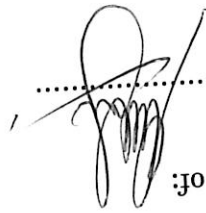
*Heather*



Executed as a deed on the date appearing on page 1.

Executed for and on behalf of  
ALSTONVILLE REAL ESTATE PTY LTD  
A.C.N. 001 994 690

in its capacity as Principal Employer  
by authority of the director(s)  
in the presence of:

.....  
Director  


.....  
OR Sole Director and Secretary

.....  
Secretary  
