

THE ANTONINI SUPERANNUATION FUND

TRUST DEED

Prepared by: Towers Perrin
Actuaries and
Superannuation Consultants

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NO DUTY PAYABLE



Commissioner of Stamp Duties,
Queensland 29.3.84

THIS TRUST DEED is made on the date specified in the First Schedule attaching hereto between the Principal Employer and the Associated Employers on the one hand and the Trustee or Trustees on the other hand, all of whom are described in the First Schedule hereto.

WHEREAS

1. The Principal Employer has agreed to establish an indefinitely continuing fund as described in the First Schedule (hereinafter called "the Fund") to provide individual personal retirement and other benefits for such of the employees of the Principal Employer and of any Associated Employer (as defined in the Rules annexed hereto) as shall become members of the Fund and for the dependants of those employees.
2. The Trustee has agreed to act as the first Trustee of the Fund.

NOW THIS DEED WITNESSES

- A. This Deed shall be governed and construed and shall take effect in accordance with the laws of the State of Queensland, provided that if this Deed or the rights of any person subject to this Deed shall lawfully be affected by any law custom or practice of the Commonwealth of Australia or of any other state or territory then this Deed shall have effect subject to that law custom or practice.
- B. The Rules means the rules set forth in the Second Schedule annexed hereto as amended from time to time.
- C. The Fund shall be deemed to come into operation as from the "Commencement Date" as stated in the First Schedule.
- D.
 - (a) The Fund shall be vested in and controlled and administered by the Trustee of the Fund from time to time.
 - (b) The Trustee hereby declares that it will hold the Fund upon the covenants and conditions and subject to the trusts, powers, authorities and discretions set out in this Deed and in the Rules.
- E. The power of appointing and removing Trustees shall be as provided in the Rules.
- F. The manner of replacement of the Principal Employer shall be as provided in the Rules.
- G. The Trustee with the approval of the Principal Employer may at any time by instrument in writing amend all or any of the provisions of this Deed or the Rules as provided in the Rules.

FIRST SCHEDULE

THE PROVISIONS HEREINBEFORE REFERRED TO

1. DATE OF THIS DEED *21st March 1994*

2. PRINCIPAL EMPLOYER : ANTONINI & COMPANY PTY LTD
(ACN 010 262 807) AS TRUSTEE FOR
THE ANTONINI FAMILY TRUST

of 176 GRAHAM ROAD
BRIDGEMAN DOWNS 4035

3. TRUSTEE : ROBERT ANTONINI

of 176 GRAHAM ROAD
BRIDGEMAN DOWNS 4035

and LINA CATERINA ANTONINI

of 176 GRAHAM ROAD
BRIDGEMAN DOWNS 4035

4. COMMENCEMENT DATE : 15 MARCH 1994

5. FUND : THE ANTONINI SUPERANNUATION
FUND

**SECOND SCHEDULE
FUND RULES
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SECTION 1.0

DEFINITIONS

1.1 Definitions

Act or the Act means the Occupational Superannuation Standards Act 1987 as amended from time to time.

Actuary means the Actuary for the time being of the Fund appointed by the Trustee being a person who is a Fellow or an accredited member of the Institute of Actuaries of Australia (or any body formed in reconstruction of or in succession thereto) and includes a person who may be self-employed or is in a partnership or is an employee of a corporation or firm or a natural person or a firm of actuaries.

Annuity means an immediate deferred or roll-over annuity.

Approved Deposit Fund has the meaning assigned to that expression in Section 3(1) of the Act.

Associated Employer means a Person which has agreed to be bound by the Deed and the Rules and which has been admitted to the Fund pursuant to Rule 8.1.

Auditor means the auditor for the time being appointed by the Trustee pursuant to Rule 10.2.

Benefit means the amount that a Member or Dependant of that Member is entitled to receive out of the Fund.

Category A Member means an Employee who has become a Member of the Fund in accordance with Rule 2.4 and is a salaried director of an Employer or is designated to be such a Member by his Employer in accordance with Rule 2.3.

Category B Member means an Employee who has become a Member of the Fund in accordance with Rule 2.4 and who has been classified as a Category B Member in accordance with Rule 2.3.

Charge Percentage means the number ascertained in relation to an Employer for a year or part thereof according to section 20 and 21 of the Superannuation Guarantee (Administration) Act 1992 as amended from time to time.

Contribution or Contributions means any or all of any contributions, payments or deposits to the Fund by, for, in respect of or on behalf of a Member.

Deed means the Deed to which these Rules are annexed.

Dependant means the Spouse and each child of a Member and any person who is proved to the satisfaction of the Trustee to have been financially dependent in whole or in part upon the Member for his maintenance or support.

Designated Beneficiaries means any Dependant specified as a Designated Beneficiary by a Member pursuant to Rule 12.4.

Employee means an employee who is in the regular employment of an Employer and includes a person who is a full-time or part-time salaried director of the Employer.

Employer has the meaning assigned to that term by Regulation 3 (1) and includes the Principal Employer and any Associated Employer or other employer which shall have agreed to adopt this Fund for those of its Employees eligible to join the Fund under the terms of the said agreement and the provisions of these Rules. Except where the context requires otherwise, reference to the Employer in relation to a Member shall refer to the employer of the Member.

Final Average Salary means the average Salary of the Member during the last three Years of his Service with the Employer, or during the whole of his Service if less than three Years. The Trustee may, with the agreement of the Principal Employer, determine that the Member's average Salary during any consecutive period of 3 years of his Service with the Member's Employer shall be deemed to be the Member's Final Average Salary for the purposes of calculation of the Member's Benefits, if the Member's average Salary during those 3 years was higher than the Member's average Salary during the last 3 years of Service.

Financial Year means a period of twelve (12) calendar months ending on the thirtieth day of June, except that the first financial year of the Fund shall be the period from the Commencement Date to the thirtieth day of June next following the Commencement Date.

Fund Service in relation to a Member means the sum in completed years and months of the following:

- a) the continuous period of Service between:
 - 1) the date specified by the Trustee as the date from which membership of the Fund commenced, and
 - 2) the Normal Retirement Date; and
- b) such other periods as are arranged between the Member and the Employer and agreed to by the Trustee.

Highest Average Salary has the meaning assigned to that expression pursuant in Regulations 4A(1).

Income Tax Act means the Income Tax Assessment Act 1936.

Member means an Employee who has become a Member of the Fund in accordance with the Rule 2.4 hereof. The term Member shall include former Employees who continue to have rights or contingent rights to Benefits under this Fund.

Member's Contribution Account The account established in respect of a Member under Rule 6.7 hereof.

Minimum Benefit in respect of a Member means the benefit payable in accordance with these Rules assuming the rate of contributions paid by the Employer pursuant to Rule 6.3 hereof after 1 July 1992 were equal to the charge percentage applicable from time to time.

Normal Retirement Date The day on which a Member attains the age of 65 or such other date as is mutually agreed to by the Member, the Employer and the Trustee, but shall not be later than the day on which the Member attains age 65 or earlier than the day on which the Member attains age 55.

Operational Standards means the Act, the Regulations and such other circulars, rulings and prudential and reporting standards published from time to time by the Insurance and Superannuation Commissioner or the Commissioner of Taxation or announced or proposed by the Treasurer of the Commonwealth of Australia in respect of the operation and taxation of superannuation funds, approved deposit funds and pooled superannuation trusts and their members.

Person includes a corporation, firm or body of persons.

Preservation means in relation to a Benefit a Statutory Requirement that payment of the Benefit, except to the extent that the Benefit becomes payable on the retirement of the Member in the form of a non-commutable revision or annuity payable for life, should be deferred until one of the Preservation Conditions is satisfied in respect of the Member entitled to the Benefit.

Preservation Conditions means in relation to a Member entitled to a Benefit from the Fund:

- a) the Member's retirement from the workforce having attained an age of not less than fifty-five (55) years;
- b) the Member's retirement from the workforce before attaining the age of fifty-five (55) years due to permanent incapacity or permanent invalidity as defined in the Regulations;
- c) the Member's death;
- d) the Member's permanent departure from Australia;
- e) such other circumstances as may be specified from time to time by the Regulations;
- f) such other circumstances as may be determined by the Trustee and approved by the Responsible Authority.

Preserved Contribution Account means the account established in respect of a Member under Rule 6.8 hereof.

Principal Employer means the Principal Employer named in the Deed and includes any Associated Employer or employer which assumes the office and functions of Principal Employer pursuant to Rule 8.5.

Regulation or the Regulations means the Regulations issued or amended from time to time pursuant to the Act.

Responsible Authority means the Insurance and Superannuation Commissioner including any Deputy Commissioner (Superannuation), the Commissioner of Taxation (including any Deputy Commissioner of Taxation) or any other Federal Government authority responsible for administering the laws, regulations, or any other rules applying to the operation of superannuation or similar funds.

Rule or Rules means the rules set out herein and any amendments thereof for the time being in force.

Salary means the ordinary annual rate of salary of a Member for services rendered or work done in the Service, including fees payable as a director of the Employer, including if so advised by the Employer bonuses, commissions or other

emoluments of a like nature, or any other income. In special circumstances a Member's Salary for the purposes of these Rules shall be as determined by the Employer.

Service means service as an Employee of an Employer and includes service as a full-time or part-time salaried director of the Employer and such other categories of service as the Principal Employer may from time to time specify and includes the periods deemed to be Service pursuant to Rules 2.10 and 2.11.

Spouse has the meaning assigned to that expression by Section 3(1) of the Act.

Statutory Requirements means any legislation or policy or other requirement of a Responsible Authority which is required to be complied with in order for the Fund to receive and continue to receive the maximum available relief from taxation.

Superannuation Fund has the meaning assigned to that expression in Section 3(1) of the Act.

Tax includes all income and capital gains tax, stamp, financial institutions, registration and other duties, bank and building society accounts debits tax, value added tax or other tax for or in relation to the provision of services and other taxes levies imposts deductions and charges whatsoever (including in respect of any duty imposed on receipts or liabilities of financial institutions any amounts paid in respect thereof to another financial institution) together with interest thereon and penalties with respect thereto (if any) and charges fees or other amounts made on or in respect thereof whether imposed by or charged in relation to the Income Tax Act or any other Act of the Commonwealth of Australia or of any State or Territory thereof.

Total and Permanent Disablement means either,

- a) suffering the permanent loss of use of two limbs or the sight of both eyes or the loss of one limb and the sight of one eye (where 'limb' means the whole hand or the whole foot), or
- b) having been absent from Service through injury or illness for six consecutive months and having become incapacitated to such an extent as to render the Member unlikely ever to resume work or attend any gainful profession or occupation for which he is reasonably qualified by education, training or experience,

such loss, injury or illness not having been incurred or inflicted for the purpose of obtaining a benefit from the Fund and Totally and Permanently Disabled has a corresponding meaning.

The question as to whether the Member's circumstances constitute Total and Permanent Disablement shall be determined by the Trustee only after the receipt of a report by a qualified medical practitioner and such other information as the Trustee shall deem appropriate and the decision of the Trustee shall be conclusive and binding on all parties concerned,

PROVIDED THAT The question as to whether the Member's circumstances constitute Total and Permanent Disablement in respect of an insured Benefit shall be decided by the insurance company underwriting the Benefit.

Trustee means the first Trustee or such other trustee or trustees for the time being of the Fund.

1.2 Interpretation

In these Rules words importing any gender shall be deemed to include any other gender, and words importing the singular number shall be deemed to include the plural number and vice versa. For convenience words and phrases defined in these Rules are indicated by the first letter being a capital letter but the absence of a capital letter shall not alone imply that the word or phrase is used with a meaning different from that given by its definition.

1.3 Headings and Sub-Headings

Headings and sub-headings have been included for ease of reference and none of the terms, covenants, conditions or restrictions in these Rules are to be construed or interpreted by reference to such headings and sub-headings.

1.4 Statutes

Reference to statutes or sections thereof shall be deemed to include reference to regulations, ordinances, by-laws or other subordinate legislation made thereunder and to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing the same. Without limiting the generality of the foregoing, all reference to provisions of the Income Tax Act shall be deemed so far as applicable, to refer and extend to provisions of the Act or Regulations made pursuant to the Act intended to amend, consolidate or replace the provisions of the Income Tax Act referred to in these Rules.

1.5 Bodies and Associations

References to authorities, institutes, associations and bodies whether statutory or otherwise shall, in the event of any such authority, institute, association or body ceasing to exist or being reconstituted, renamed or replaced or the powers or functions thereof being transferred to any other authority, institute, association or body, be deemed to refer respectively to the authority, institute, association or body established or constituted in lieu thereof and/or as nearly as may be succeeding to the powers or functions thereof.

1.6 Superannuation Standards

- a) The Statutory Requirements as in force from time to time are deemed to be included in the Trust Deed and these Rules **PROVIDED THAT** the Trustee may conditionally or unconditionally revoke the provisions of this Rule in so far as it may operate to deem the inclusion of such Statutory Requirement:
 - i) at any time and from time to time within the first twelve (12) months from the date of effect of each individual Statutory Requirement; and
 - ii) at any time and from time to time thereafter in regard to each and every such Statutory Requirement but only with the written consent of every Member of the Fund.
- b) The provision of this Rule override all other provisions of the Trust Deed and these Rules.

SECTION 2.0**ELIGIBILITY AND MEMBERSHIP****ELIGIBILITY**

- 2.1 Any Employee who is nominated by his Employer shall, if that Employee is eligible pursuant to the Regulations to become a Member of a Superannuation Fund, be eligible to become a Member of the Fund.
- 2.2 Any Employee who fails to apply to become a Member of the Fund within thirty (30) days of first becoming eligible to join the Fund shall thereafter only become a Member with the consent of the Employer and on such terms and conditions (being not more favourable to the Employee than would have applied if he had become a Member when he was first eligible) as the Trustee may determine.

MEMBERSHIP

- 2.3 On an Employee becoming eligible the Employee will apply to the Trustee for membership of the Fund in the form specified in Form A attached hereto or such other form as the Trustee may from time to time approve. At the time of application the Employer shall nominate the category of membership for which the Employee is eligible. If the Employer fails to nominate a category of membership the Employee shall become a Category B Member.
- 2.4 An Employee shall become a Member when the Trustee has given notice in writing to the Employer and the Employee that it has approved the application and has provided the Employee with a written summary of his rights and those of his Dependants to receive Benefits from the Fund.
- 2.5 Subject to Rule 2.9(c) hereof or as may be otherwise provided under the Statutory Requirements, no Member may withdraw from the Fund and become entitled to a benefit while remaining in the Service.

ADMISSION OF MEMBERS

- 2.6 The Trustee may make such arrangements about any matter as it thinks proper with an Employee or any previous employer of the Employee or the trustee of any superannuation or pension fund, Approved Deposit Fund or Annuity of which the Employee was a member or any of them, which in the opinion of the Trustee is incidental to or consequent upon the membership of such Employee in the Fund and the Trustee will confirm in writing with the Employee the arrangement made.
- 2.7 Should the Trustee accept into the Fund benefits for an Employee from another Superannuation Fund, Approved Deposit Fund or Annuity referred to in Rule 2.6 above, such benefits will not be payable except in accordance with the terms of the trust deed governing the relevant fund at the date of transfer or such other terms as comply with the Statutory Requirements.

ARRANGEMENTS WITH MEMBERS

- 2.8 Subject always to the Statutory Requirements the Trustee may, with the agreement of a Member and his Employer, make such arrangements with the Member as it thinks proper to vary the Benefits and/or contributions otherwise payable in respect of him under these Rules, and may make arrangements about any other matters incidental thereto or consequent thereon as it thinks fit and will

confirm in writing to the Member the arrangements made. Thereafter these Rules shall be read and construed in respect of the Member as if they were varied to accord with such arrangement.

TRANSFER TO ANOTHER FUND

2.9 Should a Member either:

- a) leave the Service and join another Superannuation Fund, Approved Deposit Fund or Annuity which in the opinion of the Trustee complies with the Statutory Requirements, or
- b) leave the Service and request payment of all or part of his Benefit to an Approved Deposit Fund, Annuity, or Superannuation Fund; or
- c) remain in the Service and become eligible to join another Superannuation Fund,

the Trustee may with the agreement of the Member and in respect of (c) above the Employer in lieu of part or all of any Benefit to which the Member may be entitled hereunder, pay or transfer to the trustee of such Approved Deposit Fund or Superannuation Fund or such life assurance company or registered organisation from which the Member is purchasing the Annuity such portion of the Fund as the Trustee in its discretion determines is just and equitable and such payment or transfer shall be in satisfaction of such part or all of the Benefit to which the Member would otherwise have been entitled under these Rules and the receipt of the trustee of such Approved Deposit Fund, Superannuation Fund or life assurance company or registered organisation of such portion of the amount so paid or transferred shall be sufficient discharge to the Trustee and neither the Trustee nor the Employer shall be in any way responsible for the payment or disposal by the trustee of such other Superannuation Fund, Approved Deposit Fund or insurer of such Annuity of such portion of the Benefit so paid or transferred. PROVIDED HOWEVER that if an amount to be transferred is an amount which is required to be preserved in accordance with the provisions of Rule 5.27 then that amount may only be transferred to a Superannuation Fund or Approved Deposit Fund or applied to the purchase of an Annuity which has the appropriate provisions to continue to preserve such part of the transferred or applied amount and for such period as is required by the Statutory Requirements.

TEMPORARY WITHDRAWAL FROM SERVICE

2.10 The following periods shall be deemed to be Service:

- a) any period of employment with any employer with which the Employer is directly or indirectly allied or associated to such extent as the Employer shall determine,
- b) any period of employment (whether military or otherwise) in connection with or in contemplation of hostilities, compulsory national service and such other national service as the Employer shall determine to such extent as the Employer shall determine,
- c) any period of absence from duty with the Employer which by operation of any statute is deemed to be employment with the Employer,
- d) any period of absence from duty with the Employer whilst in receipt of a Temporary Disablement Benefit and such other periods not exceeding six

months (or such longer period as the Employer may determine in any particular case) where such absence is because of illness or injury, and

- e) the whole or any part of a period of absence from duty with the Employer which the Employer determines shall be regarded as employment of the Member by the Employer for the purposes of these Rules.

- 2.11 In other circumstances where the Trustee is satisfied that a Member withdrawing from the Service is likely to return to the Service within a reasonable period, it may make such arrangements in regard to the Member's Service and accrual of Benefits as it considers appropriate.

SECTION 3.0

BENEFIT ENTITLEMENT

NORMAL RETIREMENT

- 3.1 A Member who retires from Service at his Normal Retirement Date or who attains age 65 and elects to receive a Benefit shall receive a Normal Retirement Benefit.

POSTPONED RETIREMENT

- 3.2 A Member who retires from Service or otherwise ceases membership in the Fund after his Normal Retirement Date or who attains such an age, being greater than age 65, and in such circumstances as the Regulations require a Benefit to be paid to the Member shall receive a Postponed Retirement Benefit.

TEMPORARY DISABLEMENT

- 3.3 A Member who is absent from the Service for a continuous period as determined by the Principal Employer and agreed to by the Trustee but being not less than four (4) weeks due to temporary disablement shall be entitled to receive a Temporary Disablement Benefit.

TOTAL AND PERMANENT DISABLEMENT

- 3.4 A Member who ceases Service prior to his Normal Retirement Date because of Total and Permanent Disablement shall be entitled to receive a Total and Permanent Disablement Benefit.

DEATH

- 3.5 On the death in Service of a Member before his Normal Retirement Date a Death Benefit shall become payable.
- 3.6 On the death of a Member who is in receipt of a pension from the Fund a Death Benefit may become payable.

SPOUSE'S PENSION

- 3.7 If a Member dies while in receipt of a pension from the Fund, the Member's Spouse will be entitled to receive a Spouse's Pension.

- 3.8 A person shall, unless the Trustee otherwise determines, be entitled to a Spouse's Pension only if the person became the Member's Spouse before the Member ceased Service.

OTHER TERMINATION OF SERVICE

- 3.9 A Member who ceases to be in the Service and who is not entitled to a Normal or Postponed Retirement Benefit or a Total and Permanent Disablement Benefit and in respect of whom a Death Benefit is not payable shall be entitled to a Withdrawal Benefit.

SECTION 4.0

DETERMINATION OF BENEFITS

NORMAL RETIREMENT BENEFIT

- 4.1 Subject always to the provisions of Rules 5.5 and 10.3(d), a Category A or B Member's Normal Retirement Benefit shall be an annual pension equal to:

- a) the product of the Normal Retirement Pension Factor (NRPF) and Highest Average Salary if a Category A Member or Final Average Salary if a Category B Member, plus
- b) an amount determined by the Trustee on the advice of the Actuary as being equal in value to the balance of the credits, if any, in the Member's Contribution Account and the Member's Preserved Contribution Account,

where the Normal Retirement Pension Factor (NRPF) shall be:

For Category A Members:

the maximum permitted in accordance with the Statutory Requirements in force from time to time.

For Category B Members:

a percentage for each year of Fund Service as a Category B Member, where the percentage is advised by the Employer to the Member and the Trustee when the Member joins the Fund, and as may be varied in accordance with these Rules from time to time.

- 4.2 Subject to the provisions of Rules 5.2 and 10.3(d), a Member's Normal Retirement Benefit can at the election of the Member be converted from a pension to a lump sum. The lump sum payable to a Member shall be the total of:

- i) the balance in the Member's Contribution Account and the Member's Preserved Contribution Account; and
- ii) $L \times \text{NRPF} \times \text{Final Average Salary}$;

where

L is 10 for Category B members and for Category A Members such greater figure determined by the Trustee after obtaining the advice of the Actuary subject to a maximum of 15.

POSTPONED RETIREMENT BENEFIT

- 4.3 A Member's Postponed Retirement Benefit shall be an annual pension or a lump sum depending on the Member's election the amount of which shall be determined by the Trustee after obtaining the advice of the Actuary as being fair and equitable in the circumstances.

SPOUSE'S PENSION

- 4.4 The Spouse's Pension payable in respect of a Member who dies whilst in receipt of a pension from the Fund, shall be such percentage of the amount of the pension the Member was receiving immediately prior to death as the Member and Trustee agree prior to the commencement of the Member's pension PROVIDED THAT the maximum amount payable will be in accordance with the Statutory Requirements.

TOTAL AND PERMANENT DISABLEMENT BENEFIT

- 4.5 Subject to the provisions of Rule 5.17 a Member's Total and Permanent Disablement Benefit shall be an amount equal to either:
- a) a lump sum calculated in a manner advised to the Trustee and the Member by the Employer when the Member joined the Fund, but subject to the provisions of Rule 2.6; or
 - b) an annual pension as advised to the Trustee by the Employer being equal to either:
 - i) the Normal Retirement Benefit calculated in accordance with Rule 4.1 (a) the Member would have received had he remained in Service on his current Salary and in his current category until his Normal Retirement Date, or
 - ii) such other amount as determined by the Employer and agreed to by the Trustee.

DEATH BENEFIT

- 4.6 Subject to the provisions of Rule 5.17 the Death Benefit in respect of a Member who dies in the Service shall be a lump sum calculated in a manner advised to the Trustee and the Member by the Employer when the Member joined the Fund, but subject to the provisions of Rule 2.6.
- 4.7 The Death Benefit in respect of a Member who dies while in receipt of a Total and Permanent Disablement Benefit pursuant to Rule 5.14(b) shall be the commuted value determined by the Trustee pursuant to Rule 5.15 of the remaining instalments of Total and Permanent Disablement Benefit the Member would have received had he survived Totally and Permanently Disabled until all those instalments had been paid.
- 4.8 The Death Benefit in respect of a Member in receipt of a Normal or Postponed Retirement Benefit or Total and Permanent Disablement Benefit being paid as a pension and in respect of whom a Spouse's Pension is not payable, and the Death Benefit in respect of a person who is in receipt of a Spouse's Pension shall be an amount equal to the product of:

- a) the monthly pension instalment immediately preceding the date of death of the pension recipient, and
- b) 120 less the lesser of 119 or the number of monthly instalments of pensions already paid to the former Member and the Spouse of the former Member if appropriate.

WITHDRAWAL BENEFIT

4.9 The Withdrawal Benefit of a Category A or B Member shall be an annual pension determined as follows:

- a) the product of the Accrued Pension determined in accordance with Rule 4.10 and the Vesting Factor determined in accordance with Rule 4.11, plus
- b) an amount as determined by the Trustee on the advice of the Actuary as being equal in value to the balance in the Member's Contribution Account and the Member's Preserved Contribution Account.

4.10 The Accrued Pension shall be equal to

$$\text{NRPF} \times \text{FAS} \times t/n \times (1 - (n - t) \times V)$$

where NRPF is the Normal Retirement Pension Factor

FAS is Final Average Salary

n is prospective Fund Service as at the date of entry to the Fund.

t is completed Fund Service at the date of resignation

V is 0.0 for Category A Members and 0.02 for Category B Members.

provided that after obtaining the advice of the Actuary that the assets of the Fund are sufficient the Trustee can increase the Accrued Pension of a Category A Member to an amount not exceeding the product of NRPF and Highest Average Salary.

4.11 The Vesting Factor for Category A Members is a factor, being not greater than 1.0, as determined by the Trustee, after obtaining the advice of the Actuary, taking into account the Fund Service still to be completed and the state and sufficiency of the assets of the Fund. The vesting factor for Category B Members is:

Fund Service Completed Years	Vesting Factor	Fund Service Completed Years	Vesting Factor
0-4	.00	13	.65
5	.25	14	.70
6	.30	15	.75
7	.35	16	.80
8	.40	17	.85
9	.45	18	.90
10	.50	19	.95
11	.55	20 or more	1.00
12	.60		

- 4.12 Category A and B Members subject to the provisions of Rule 5.2 can elect to receive the Withdrawal Benefit as a lump sum determined:

For Category A Members

by the Trustee on the advice of the Actuary but not less than 10 times the pension payable, and

For Category B Members

as being equal to 10 times the pension payable.

- 4.13 The Withdrawal Benefit of a Category B Member can be increased at the discretion of the Trustee with the approval of the Employer to an amount as determined by the Trustee with the maximum total amount payable being equal to ten (10) times the Member's Accrued Pension plus the balance in the Member's Member Contribution Account and his Preserved Contribution Account.

TEMPORARY DISABLEMENT BENEFIT

- 4.14 Subject to Rule 5.17 the Temporary Disablement Benefit of a Member shall be a monthly income of such amount as shall be determined by the Trustee in its absolute discretion, but shall not exceed unless the Employer and Trustee agree seventy-five percentum (75%) of the Salary of the Member (expressed as a monthly amount) at the date of commencement of his Temporary Disablement and shall cease when one of the following occurs:

- a) the Member recovers
- b) the Member dies,
- c) the Member is classified as being Totally and Permanently Disabled,
- d) the Member retires, or
- e) the Member has received 24 instalments of income.

SECTION 5.0

PAYMENT OF BENEFITS

LUMP SUM BENEFITS

- 5.1 Subject always to the provisions of Rule 5.28 hereof the payment of any lump sum Benefit shall be paid as soon as possible after the date the Member's Service ceases. However, if in the opinion of the Trustee such payment will place a burden on the financial position of the Fund, the payment may be deferred for a period of up to twelve months from the date the Member's Service ceases. Part or all of a Member's Benefit as determined at the date of cessation of Service which has not been paid from the Fund within 30 days of the date on which the Member's Service ceases may be increased with interest as determined by the Trustee from time to time.
- 5.2 Subject to any Statutory Requirements no lump sum Benefit shall be of such amount that in the opinion of the Trustee after obtaining the advice of the Actuary the assets of the Fund will be insufficient to provide to other Members an amount equal to their vested entitlements.

PENSIONS

- 5.3 Subject always to the provisions of Rule 5.28 hereof the first instalment of any pension shall fall due for payment on the last day of the month in which the Member's Service ceases and subject to Rule 5.5 the last payment of a Member's pension shall fall due upon the due date immediately preceding the date of his death.
- 5.4 Pensions shall be payable monthly unless the person entitled to receive the pension and the Trustee agree that the pension is payable at other intervals and on such terms and conditions as the Trustee may decide after obtaining the advice of the Actuary.
- 5.5 Subject to the Statutory Requirements no pension payment shall be of such amount that in the opinion of the Trustee after obtaining the advice of the Actuary the assets of the Fund will be insufficient to provide to other Members an amount equal to their vested entitlements.
- 5.6 Where the applicable Statutory Requirements prescribe that a Benefit payable as a pension be payable for a particular period or subject to certain minimum conditions, the Trustee shall pay a pension which complies with those Statutory Requirements or shall apply the capital value of the pension to purchase an Annuity pursuant to Rule 2.9 the terms of which comply with those Statutory Requirements.

COMMUTATION

- 5.7 Subject always to the provisions of Rule 5.28 hereof and any other Statutory Requirements the Trustee, at the request of a Member may commute all or part of the pension to which such Member may be entitled for the immediate payment of a cash sum.
- 5.8 If part of a pension is commuted all the pension payments shall be reduced in equal proportions, as determined by the Trustee on the advice of the Actuary.
- 5.9 The commuted value of part or all of a pension shall be determined by the Trustee after obtaining the advice of the Actuary.

ALTERNATIVE FORMS OF BENEFIT

- 5.10 A person entitled to a pension from the Fund may with the agreement of the Trustee arrange to vary the amount of the pension and the contingencies on which payment of the pension depends provided that the variation does not breach any Statutory Requirements.
- 5.11
- 5.11.1 Other than in the case of a Benefit payable pursuant to Rule 4.6 hereof, a person entitled to a lump sum may with the agreement of the Trustee arrange to receive in lieu a pension of equivalent value.
- 5.11.2 Notwithstanding the provisions of sub-Rule 5.11.1 the Trustee may upon obtaining the advice of the Actuary, apply in lieu of a lump sum the amount of Benefit payable pursuant to Rule 4.6 hereof in such other form as the Trustee shall at its unfettered discretion determine.

VARIATIONS

- 5.12 Subject to the approval of the Employer and after obtaining the advice of the Actuary the Trustee may whenever it considers appropriate or as and when required by any Statutory Requirements increase the amounts of the pensions being paid from the Fund by an amount equal to any percentage increase in the Consumer Price Index (All States), which has occurred since the later of the date of any previous increase made under this Rule or the date at which each such pension first commenced to be paid.

PAYMENT OF DEATH BENEFIT

- 5.13 The Death Benefit shall be paid by the Trustee to any one or more of the following persons and in such proportions as it shall, in its absolute discretion, think fit:
- i) the Designated Beneficiary, or
 - ii) all or any of the Dependants of the Member.

If after a period of two months from the date of notification of the death of the Member, the Trustee is unable to determine any Dependant to whom any portion of the Death Benefit should be paid, such portion shall be paid to the legal personal representative of the Member.

PAYMENT OF TOTAL AND PERMANENT DISABLEMENT BENEFITS

- 5.14 Subject always to the Statutory Requirements the Total and Permanent Disablement Benefit of a Member may, at the discretion of the Trustee, be paid either:
- a) in a single lump sum, or
 - b) in a series of instalments over a period of years, such that the value of the instalments as at the date of the Member's retirement, ignoring the provisions of Rule 5.17 and Rule 5.18 hereof, is equal in the opinion of the Trustee to the Total and Permanent Disablement Benefit of the Member.
- 5.15 Any instalments being paid to a Member shall cease with the last payment made prior to his death, and in the event that there are any outstanding instalments these shall be aggregated and paid as a Death Benefit.
- 5.16 A Total and Permanent Disablement Benefit being paid by instalments to a Member shall cease if and at such time as the Trustee forms the opinion the Member is no longer Totally and Permanently Disabled and the Member has not attained the Normal Retirement Date. The Trustee shall have the right to require any Member in receipt of a Total and Permanent Disablement Benefit payable by instalments to be examined from time to time by a qualified medical practitioner approved by it and the Trustee's decision as to whether or not the Member is no longer Totally and Permanently Disabled shall be conclusive and binding upon the Employer, the Member concerned and the Fund. If the Member refuses or fails to comply fully with such request to be examined, payment of the instalments of Total and Permanent Disablement Benefit shall be discontinued and any balance instalments retained in the Fund to pay Benefits to which that Member or other Members is or are or may become entitled to receive.

REDUCTION IN DEATH AND DISABLEMENT BENEFITS

- 5.17 The Trustee may from time to time insure all or part of any liability (contingent or otherwise) in respect of any Benefit that may become payable under the Rules. The value or proceeds of any policy effected for the purpose of this Rule 5.17 shall form part of the assets of the Fund and all premiums or other costs incidental to such policy shall be debited to the Fund. Where the Trustee has made application to an insurer to insure all or part of any Death Benefit or Total and Permanent Disablement Benefit or Temporary Disablement Benefit which may become payable in respect of a Member and that application is not acceptable to the insurer or is not acceptable at standard rates or where the amount of an insured Benefit is reduced for any reason under the insurance policy the amount of a Member's Death Benefit or Total and Permanent Disablement Benefit or Temporary Disablement Benefit may be reduced by such amount as the Trustee considers appropriate after reference to the Actuary and the Trustee will advise the Employer and if practicable the Member of the reduced amount.

LIMITATION OF CONTRIBUTIONS AND BENEFITS

- 5.18 The Trustee shall subject to Rule 1.6(a) refuse to accept into the Fund any contributions, either generally or for a particular Financial Year, and whether in respect of a new Member or a continuing Member, as it determines from time to time.

TRANSFER OF ASSETS IN LIEU OF CASH

- 5.19 Where for the purposes of paying the amount due to a Member under these Rules or making such arrangements as provided in Rule 2.8 the Trustee determines that it is necessary to realise any of the Assets of the Fund and for whatever reason the said Assets are not realised, the Trustee may with the consent of the Member or upon the death of the Member his Dependants transfer such Assets, where appropriate, to the Member or other Superannuation Fund or Approved Deposit Fund or apply same in the purchase of an Annuity **PROVIDED ALWAYS** that a Member shall only be entitled to an appropriation of specific assets pursuant to this Rule where:-

- a) the Trustee has sought and received from the Insurance and Superannuation Commissioner an acknowledgment that such transfer will not deny or prejudice compliance of the Fund with any Statutory Requirements; and
- b) the assets are of a similar nature and condition to the investments made by the Trustee on behalf of the Member.

The value of the assets so transferred shall be calculated at market value and the costs of any brokerage stamp duty transfer fees and other charges incurred in transferring such assets shall be borne by the Member.

PAYMENT TO BANK ACCOUNT

- 5.20 Each person entitled to any payment under these Rules shall from time to time at the request of the Trustee notify the Trustee of a bank in Australia to which payment may be made on his behalf. Payment to the account of such person at the bank so notified shall discharge the Trustee.

TAX

- 5.21 The Trustee, or with the agreement of the Trustee an insurance company or other appropriate organisation, may deduct from any contribution to the Fund, from any income earned by the Fund, from any capital gain realised or unrealised in respect of an asset of the Fund or from any payment out of the Fund any amount by way of Tax assessed charged or imposed or which the Trustee determines may be assessed charged or imposed by or under any law of the Commonwealth of Australia or of any State or Territory. In making this determination the Trustee may take into account any announcement made by a competent authority of intended laws or amendments to existing laws which on their enactment will impose a responsibility on the Trustee. Nothing in this Rule shall prejudice any other rights which the Trustee may have in respect to income or other tax in relation to the Fund.

ASSIGNMENT, INSOLVENCY AND MENTAL ILLNESS

- 5.22 To the extent allowable in accordance with the Statutory Requirements, Benefits payable or contingently payable out of the Fund shall be forfeited and applied in accordance with Rule 5.24 hereof if the person otherwise entitled hereto:
- a) assigns, alienates or charges or attempts to assign, alienate, or charge such benefits or part thereof,
 - b) becomes bankrupt or insolvent, or
 - c) owing to mental illness or for any reason requires care, treatment or control for his own good or in the public interest and is in the opinion of the Trustee for the time being incapable of managing himself or his affairs.

UNCLAIMED BENEFITS

- 5.23 Where a Member has ceased Service and the Trustee is unable to determine the whereabouts of the Member or any Dependants of such Member having taken such steps as the Trustee considers reasonable to locate the Member or his Dependants such Member's benefit shall be forfeited and applied in accordance with Rule 5.24 hereof.

FORFEITED BENEFITS

- 5.24 The whole of the Benefits forfeited under Rule 5.22 and 5.23 hereof may be applied by the Trustee in whole or in part for the benefit of the person otherwise entitled or for such person's Dependants or any of them, PROVIDED THAT while such person, being a Member, remains in Service the Trustee shall not make any payments to or for the benefit of the person or that person's Dependants other than for personal maintenance and support in the case of hardship PROVIDED FURTHER THAT to the extent that Benefits forfeited are not so applied they shall be retained and applied by the Trustee, subject to any Statutory Requirements, for any of the purposes prescribed in Rule 10.3(d) hereof for dealing with an actuarial surplus for the benefit of Members or their Dependants or as otherwise therein provided.

AMOUNTS OWING BY MEMBERS

- 5.25 To the extent allowable in accordance with the Statutory Requirements, the Trustee may deduct from any Benefit payable to a Member any money owing to the Employer and pay that amount either to the Employer or to an account at the

direction of the Employer. The Employer shall notify the Trustee in writing of any amounts owing by a Member to the Employer and receipt of such notice by the Trustee shall be sufficient evidence of such indebtedness.

ENTITLEMENT

- 5.26 All questions as to whether any person is entitled to a Benefit or other payment out of the Fund and if so the amount of such Benefit or payment shall be determined by the Trustee whose decision shall be final.

COMPULSORY SCHEMES

- 5.27 "Compulsory Scheme" means any scheme introduced by the government of the Commonwealth of Australia or of an Australian state or territory or by an industrial award agreement or arrangement whereby a superannuation benefit or allowance (whether as pension or lump sum or howsoever) becomes payable to or in respect of a person who is a Member of this Fund in a circumstance or on an event which in the opinion of the Trustee bears a similarity to the circumstance or event upon which a Benefit is provided to be payable by others of these Rules and to which scheme an Employer becomes obligated to contribute directly or indirectly; and "Compulsory Scheme Benefit" means an amount payable to or in respect of a Member pursuant to a Compulsory Scheme.

The Principal Employer may instruct the Trustee to adjust any Benefit payable to take into account a Compulsory Scheme Benefit payable to or in respect of the same Member and after considering the advice of the Actuary the Trustee may also adjust the contributions payable by the Employer in respect of such Member PROVIDED THAT Benefits accrued to the date of the introduction of the Compulsory Scheme in respect of such Member cannot be reduced without the written consent of the Member or the Responsible Authority.

PRESERVATION OF BENEFITS

- 5.28 Should all or any portion of a Benefit otherwise payable under these Rules be subject to Preservation, payment of that Benefit or that portion thereof shall be deferred until:
- a) the happening of one of the events described in the definition of Preservation Conditions in Rule 1.1 in respect of the Member entitled to the Benefits; or
 - b) transfer of the amount of the Benefit or part thereof directly to, for Preservation in relation to the Member, in:
 - i) another Superannuation Fund nominated by the Member, being a Superannuation Fund of which the Member is or intends to become a member and that is required to preserve the amount in accordance with the Statutory Requirements;
 - ii) An Approved Deposit Fund nominated by the Member, being an Approved Deposit Fund that is required to preserve the amount in accordance with the Statutory Requirements; or
 - iii) an Annuity nominated by the Member, being a deferred annuity which cannot be surrendered or assigned before the Member attains age 55 and does not pay benefits earlier than on the happening of one of the Preservation Conditions.

MINIMUM BENEFITS

- 5.29 The minimum benefit entitlement of a Member who ceases to be a Member under any circumstance shall be the amount prescribed in the Operational Standards as the amount required to be vested in the Member.

SECTION 6.0**CONTRIBUTIONS**MEMBER CONTRIBUTIONS

- 6.1 Subject to Rule 5.18 and any arrangements made in respect of a Member in accordance with the provisions of the Deed and these Rules, a Member may from the date of joining the Fund or such other date as the Member, the Principal Employer and the Trustee agree contribute to the Fund during his Service before his Normal Retirement Date an amount as determined by him from time to time and agreed to by the Trustee.
- 6.2 Unless the Employer otherwise determines or the law does not allow, a Member's contributions shall be deducted from his Salary. If the Employer otherwise determines, or the law does not allow the deductions, the Member shall pay his contributions to the Employer when he receives each payment in respect of his Salary. The Employer shall pay Members' contributions to the Trustee in such manner and at such times as is agreed upon between the Employer and the Trustee.

EMPLOYER CONTRIBUTIONS

- 6.3 Subject to Rule 5.18, an Employer shall contribute from time to time to the Fund in respect of its Employees who are Members, such sums as the Trustee, acting on the advice of the Actuary, determines are required to provide the Benefits under these Rules in conjunction with contributions paid by Members and the assets of the Fund.
- 6.4 Subject to Rule 10.4, should an Employer suspend payment of or reduce contributions payable by it the Trustee may, acting on the advice of the Actuary, vary the Benefits under these Rules for the Employees of that Employer who are Members, other than the Benefits accrued at the date such suspension or reduction takes effect. The Trustee shall notify any Member promptly of any change in Benefits under this Rule.
- 6.5 An Employer may at its complete discretion contribute from time to time in respect of an Employee who is a Member such sums acceptable to the Trustee as the Employer determines for the sole purposes of providing additional Benefits for that Member.
- 6.6 An Employer may contribute from time to time in respect of an Employee who is a Member such sums as may be provided under any industrial award, agreement or other arrangement provided that the Trustee agrees to accept such contributions.

MEMBER'S CONTRIBUTION ACCOUNT

- 6.7 There may be established a Member's Contribution Account for each Member in the Fund, to which shall be credited:

- a) the contributions paid by him under Rule 6.1 hereof from time to time,
- b) any contribution made by the Employer in respect of the Member under Rules 6.5 hereof which the Employer directs shall be credited to this account;
- c) the Interest Entitlement determined in respect of the Account by the Trustee pursuant to Rule 6.9, and
- d) any other moneys which are received by the Fund in respect of the membership of the Member as determined by the Trustee,

and to which shall be debited:

- e) any Benefits or amounts payable to or in respect of the Member under these Rules which the Trustee determines should be debited to his Member's Contribution Account, and
- f) any other amounts (including any amounts payable in respect of Tax pursuant to Rule 5.21) payable out of the Fund in respect of the membership of a Member which the Trustee determines should be debited to his Member's Contribution Account.

PRESERVED CONTRIBUTION ACCOUNT

6.8 There may be established when appropriate a Preserved Contribution Account in respect of a Member to which shall be credited:

- a) any amount received into the Fund in accordance with Rule 2.6 hereof which is subject to Preservation;
- b) any contribution made by the Employer in respect of the Member under Rules 6.5 and 6.6 hereof which the Employer directs shall be credited to this account;
- c) the Interest Entitlement determined in respect of the Account by the Trustee in accordance with Rule 6.9; and
- d) any other moneys which are received by the Fund in respect of the membership of the Member as determined by the Trustee,

and to which shall be debited:

- e) any Benefits or amounts payable to or in respect of the Member under these Rules which the Trustee determines should be debited to his Preserved Contribution Account; and
- f) any other amounts (including any amounts payable in respect of Tax pursuant to Rule 5.21) payable out of the Fund in respect of the membership of a Member which the Trustee determines should be debited to his Preserved Contribution Account.

INTEREST ENTITLEMENT

6.9 At the end of each Financial Year and upon the payment of a Benefit in respect of a Member in accordance with these Rules, where that Benefit is to be determined on the basis of the balance of any Member Accounts established for

the Member, the Trustee shall credit to each of the Members' Accounts established pursuant to Rules 6.7 and 6.8 in respect of all or some of the Members or in respect of the Member to whom the Benefit is to be paid, as the case requires, an amount ("the Interest Entitlement") determined by the Trustee having regard to:

- a) the net income received during the Financial Year, or part thereof in respect of the assets of the Fund;
- b) the nature of the investments forming the assets of the Fund;
- c) any amount of Tax which the Trustee determines in accordance with Rule 5.21 should be taken into account;
- d) the expenses of the Fund since the date on which the Interest Entitlement was last determined to the extent that they have not been reimbursed by an Employer; and
- e) in the case of an Interest Entitlement determined upon the payment of a Benefit, the likely returns on the investments forming the assets of the Fund for the period since the date on which the last Interest Entitlement was determined and ending on the day the Benefit is payable; and
- f) such further details as are agreed upon between the Trustee and the Principal Employer and not otherwise inconsistent with the Statutory Requirements.

SECTION 7.0

WINDING UP

TERMINATION OF FUND

7.1 Subject to the provisions otherwise contained in these Rules, the Fund shall be wound up as hereinafter provided upon the happening of any of the following events:

- a) if the Principal Employer decides that it will permanently cease contributing to the Fund, and there is no Associated Employer or other employer willing to assume the obligations of the Principal Employer pursuant to Rule 8.5,
- b) if an order is made or an effective resolution is passed for the winding up of the Principal Employer other than for the purposes of amalgamation or reconstruction, or
- c) if the Trustee, having obtained the consent of the Principal Employer, declares in writing that the Fund shall be wound up.

7.2 On the happening of one of the events referred to in Rule 7.1 hereof the Trustee shall give notice in writing to each Associated Employer and the Members that the Fund shall commence to be wound up on a specified date, hereinafter called the "Closure Date". As from the Closure Date the following shall apply:

- a) no further contributions shall be made by any Employer other than arrears of contributions due up to the Closure Date, and

- b) arrears of contributions, if any, shall be called in immediately.

BENEFITS ON WINDING UP

- 7.3 From the Closure Date, the Trustee shall make such provision out of the assets of the Fund as is necessary to provide for the payment of the following Benefits in the following order of priority:
- a) the minimum Benefits to which all Members would become entitled under the Operational Standards;
 - b) on or before the Closure Date have become payable to Members and former Members or their Dependants,
 - c) Benefits to each Member who is still in the Service and his Dependants which at the Closure Date shall have a value equal to the Benefit to which the Member would have been entitled had he ceased Service with the consent of the Employer immediately prior to the Closure Date,
 - d) Benefits to each Member who is still in the Service and his Dependants of such amounts as the Trustee considers fair and equitable after taking into account Benefits determined under sub-Rule (c) of this Rule 7.3.
- 7.4 The Benefits to be provided under Rule 7.3 hereof shall be in cash, life assurance policies, participation in any other Superannuation Fund as determined by the Trustee or otherwise as determined by the Trustee and agreed to by the Responsible Authority, including by way of transfer of assets to another Superannuation Fund but shall not be payable to a Member unless and until he ceases to be in the Service and shall be payable subject to Rule 5.28.
- 7.5 If after providing Benefits for Members under the provisions of Rule 7.3 hereof a surplus remains such surplus or part thereof may be applied at the discretion of the Trustee subject to the provisions of Rule 5.28 for payment of Benefits to former Members or their Dependants.
- 7.6 If after providing Benefits pursuant to Rules 7.3 and 7.5 hereof a surplus remains such surplus shall revert to the Employer.

SECTION 8.0

ASSOCIATED EMPLOYERS

ADMISSION OF ASSOCIATED EMPLOYER

- 8.1 The Trustee with the agreement of the Principal Employer may admit to the Fund any Associated Employer which has agreed in writing to be bound by the Trust Deed and these Rules. On such admission the Trustee may make such arrangements as it shall think fit with the Associated Employer so admitted regarding the terms on which the Employees of the Associated Employer are to be admitted to membership of the Fund.

RETIREMENT OF ASSOCIATED EMPLOYER

- 8.2 The participation in the Fund of an Associated Employer may be terminated:
- a) by the Associated Employer by notice in writing to the Trustee, or

- b) by the Trustee with the agreement of the Principal Employer by notice in writing to the Associated Employer.

8.3 On termination of participation as aforesaid:

- a) the Trustee after consultation with the Associated Employer shall specify a date (hereinafter referred to as the Retirement Date) upon which the Associated Employer (hereinafter referred to as the Retiring Employer) shall retire;
- b) the Retiring Employer shall forthwith pay all arrears, if any, of contributions up to the Retirement Date;
- c) Benefits which have become payable on or before the Retirement Date shall continue to be payable out of the Fund;
- d) the Trustee after obtaining the advice of the Actuary shall certify what proportion of the assets of the Fund, including arrears, if any, of contributions still to be made pursuant to sub-Rule (b) of this Rule 8.3, is properly attributable to Members who were in the Service of the Retiring Employer at the Retirement Date;
- e) the Trustee in its discretion may make such arrangements as it thinks proper for the provision, in lieu of the Benefits which would otherwise be payable out of the Fund, of Benefits for Employees of the Retiring Employer and their Dependants.

- 8.4 Provision of Benefits in conformity with sub-Rule (e) of Rule 8.3 hereof may be made by application of the proportion of the assets of the Fund, certified under sub-Rule (d) of Rule 8.3 as if the proportion of the assets so certified had constituted a separate fund of which the Retiring Employer was the Principal Employer and the persons in its Service at the Retirement Date and their Dependants were the only persons interested and as if such separate fund had been wound up by notice made under Rule 7.2 hereof having effect from the Retirement Date.

RETIREMENT OF PRINCIPAL EMPLOYER

- 8.5 In the event that the Principal Employer's business is hereafter acquired by another Employer, or in the event that the Principal Employer wishes to retire from its obligations as Principal Employer, then it must give the Trustee notice in writing stating its intention to retire. In the event that an Employer which has acquired the business of the Principal Employer has expressed a desire to assume the obligations of the Principal Employer then the Trustee may elect to accept the performance by that Employer of the obligations of the Principal Employer hereunder in lieu of the performance hereunder of the Principal Employer PROVIDED HOWEVER THAT in the event that no other Employer is willing to assume the obligations of the Principal Employer THEN:

- a) it shall cease to be Principal Employer on the terminating date specified on the notice given or on such earlier date as may be agreed by it and the Trustee and the other Employers, and
- b) on and from the terminating date specified in such notice, the Fund shall be wound up in accordance with Rules 7.3 to 7.6 inclusive.

- 8.6 On receipt of a notice pursuant to Rule 8.2 the Trustee shall notify the Members in the Service of the Employer which gave the notice that the Employer's participation in the Fund is to be terminated, and on receipt of a notice pursuant to Rule 8.5 the Trustee shall notify all the Members that the Fund is to be wound up.

SECTION 9.0

THE ASSETS, EXPENSES AND INVESTMENTS

THE FUND

- 9.1 The following property and the property for the time being representing the same and the income thereof shall constitute the Fund namely,
- a) contributions made in accordance with the Rules,
 - b) any assets transferred to the Trustee pursuant to any arrangements made by the Trustee under the Deed or these Rules, and
 - c) any other moneys or assets received by the Trustee for the purposes of the Fund.

ASSETS HELD BY TRUSTEE

- 9.2 The assets of the Fund shall be held by the Trustee upon trust to be applied in accordance with the provisions of the Deed and these Rules.

EXPENSES OF THE FUND

- 9.3 All the expenses of the Fund incurred from time to time, including expenses incurred on the establishment or termination of the Fund, in the operation of the Fund, and in any amendment to the Deed or Rules, which are not paid or payable by the Principal Employer or an Associated Employer shall be paid out of the Fund.

INVESTMENTS

- 9.4 All moneys received by the Trustee but not required to meet current payments may in the absolute discretion of the Trustee either be or remain on deposit in the name of the Trustee or be invested either directly or indirectly in the purchase or acquisition of or at interest upon the security of such real or personal property of whatsoever nature and wheresoever situate and whether or not subject to encumbrances or involving liabilities of any kind as it shall think fit and without limiting the generality of the foregoing either directly or indirectly,
- a) in any one or more of the modes of investment authorised by law for the investment of trust funds,
 - b) on deposit with any bank, building society, credit co-operative or other registered financial institution,
 - c) in the shares, notes, debentures or other securities of any company,
 - d) in units of any common fund, property trust, pooled superannuation trust or unit trust,

- e) in any policies of life assurance,
- f) in mortgages, debentures or other loans on security,
- g) in underwriting or sub-underwriting the subscription of the shares, stocks, debentures or notes of any company,
- h) in the purchase of land of any tenure, freehold or leasehold improved or unimproved and either as sole or joint owner, or
- i) in improving or developing any property forming part of the Fund or in erecting, extending, improving or rebuilding any buildings upon any land forming part of the Fund and in making all such repairs and maintenance as deemed necessary, or
- j) in any other investment, subject to any Statutory Requirements from time to time,

with full power to vary, replace, encumber and otherwise deal with such investments as fully and effectively and with the same unrestricted powers in all respects as a person absolutely and beneficially entitled dealing with his own property may do PROVIDED HOWEVER THAT any investment is subject to any limitations prescribed as Statutory Requirements from time to time including, without limiting the generality of the foregoing, the following limitations:-

- i) all investments of any assets of the Fund, other than an investment in an in-house asset as defined in Regulation 16A, must be on an arms-length basis,
- ii) the cost of any in-house asset of the Fund as defined in Regulation 16A must not exceed the percentage of the value of all the assets of the Fund as is prescribed as a Statutory Requirement,

and PROVIDED FURTHER THAT the investment policy of the Fund shall be so as to ensure (so far as possible) that the income of the Fund be considered for taxation concessions under the Income Tax Act.

- 9.5 Any investment may be held in such names including the name of a nominee (whether an individual or a corporation) as the Trustee shall from time to time determine.
- 9.6 The Trustee may delegate to any Person on such terms as the Trustee may think fit the powers and duties of investment conferred upon it under these Rules and may deliver to any such Person any assets of the Fund and shall not be liable for any loss occasioned by any acts of the Person to whom such delegation is made. The Trustee may at any time terminate such delegation.

BORROWING AND LOANS

- 9.7
- a) The Trustee shall not borrow money otherwise than in accordance with this Rule.
 - b) The Trustee may for the purpose of obtaining temporary finance to overcome cashflow problems in the payment of Benefits borrow or raise money by way of secured or unsecured loan.
 - c) The Trustee shall not under any circumstances make or permit a loan to any Member.

PROVISION OF BENEFITS

- 9.8 The Trustee may for the purposes of Rule 5.17 enter into any contracts with an insurance company or make arrangements with the trustees of any Superannuation Fund to provide for all or any part of the Benefits which shall be or may become payable under these Rules and may pay out of the Fund all premiums or other payments to be made by it under such contracts or arrangements.

SECTION 10.0

RECORDS AND ACCOUNTS

RECORDS

- 10.1 The Trustee shall keep or cause to be kept a complete record of all persons who become Members and of all deaths, retirements, disablements and withdrawals of Members and of the income and expenditure of the Fund and all other matters essential for the working of the Fund. The Trustee shall observe all the Statutory Requirements which prescribe standards for the keeping, retention, disclosure and reporting of records.

ANNUAL ACCOUNTS

- 10.2 The Trustee shall each Financial Year cause to be prepared a statement of accounts and balance sheet of the Fund. The Trustee shall arrange that this statement of accounts and balance sheet be audited by an Auditor appointed from time to time by the Trustee. The Auditor, who shall be an approved auditor as defined in Regulation 4(1) shall have access to all papers accounts and documents connected with the Fund as are necessary for the proper conduct of the audit. The Auditor shall report to the Trustee the result of such audit in writing. A copy of the statement of accounts, balance sheet and Auditor's report thereon shall be sent by the Trustee to the Employers.

VALUATION BY ACTUARY

- 10.3 a) The Trustee shall, at least once in every 3 years arrange for the Actuary to conduct an actuarial investigation of the Fund and report in writing to the Trustee. The report shall contain the matters prescribed in Rule 10.3(b) and shall be made within the time required by the Regulations.
- b) The report referred to in sub-Rule 10.3(a) shall include the following details:
- i) a statement of the value of the assets of the Fund;
 - ii) a statement of the Actuary's opinion on whether the value of the assets of the Fund is adequate to meet the liabilities of the Fund in respect of vested Benefits;
 - iii) a statement recommending, in respect of the 3 year period immediately following the period to which the report relates, the rate at which the Actuary considers Employer contributions should be made or, where the Actuary considers Employer contributions should be made at different rates in respect of 2 or more periods within that 3 year period, such different rates; and

- iv) a statement that in the Actuary's opinion Employer contributions made at the recommended rate or rates referred to in sub-paragraph (b)(iii), together with the assets of the Fund and assumed earnings on the assets of the Fund and any contributions to be made by the Members, will provide adequately for expected liabilities of the Fund during that 3 year period, including Benefits that can reasonably be anticipated to vest at the end of that period;
- v) any other matters which may be required to meet any Statutory Requirements or which the Actuary considers appropriate.
- c) A copy of the Actuary's report shall be sent by the Trustee to the Principal Employer.
- d) The Trustee may on the advice of the Actuary and with the approval of the Principal Employer or shall on the request of the Principal Employer deal with any surplus or deficiency disclosed in an actuarial report by decreasing or increasing the rates of contributions or by increasing or, subject to the provisions of the Statutory Requirements, decreasing the rate of Benefits (whether vested or prospective) or in any other manner including a reversion to any one or more of the Employers.

CERTIFICATES OF CONTRIBUTION AND SOLVENCY

- 10.4 The Trustee shall at such times as the Trustee or the Principal Employer may deem fit, but in any case at such times as are required pursuant to Regulation 18U, 18V or 18W cause the Actuary to provide such certificates as the Operational Standards require as to the rates of contributions to be paid by the Principal Employer and its Associated Employers, and to make such investigations as are in the Actuary's opinion necessary to prepare the certificates.
- 10.5 Where a Principal Employer or its Associated Employers do not make contributions in accordance with the Certificate provided by the Actuary pursuant to Rule 10.4, the Trustee shall take such action to the vesting of Benefits for the Members employed by the Employer as is required by the Operational Standards.

SECTION 11.0

TRUSTEE

APPOINTMENT AND REMOVAL

- 11.1 The Fund shall be administered either by a single Trustee which is a body corporate or by one or more Trustees, the number being determined by the Principal Employer, who are natural persons. All trustees shall be appointed by the Principal Employer with the agreement of the Members.
- 11.2 The Principal Employer may from time to time by notice in writing, delivered to the registered office for the time being of a Trustee or the last known place of business of a Trustee or if a Trustee is a natural person to the Trustee's last known address, remove any Trustee appointed under the Deed and these Rules and, subject to Rule 11.1, shall in its or his stead appoint a person or persons or body corporate to act as Trustee of the Fund.
- 11.3 The office of a Trustee shall fall vacant if:

- a) he or it resigns the office in writing giving seven days notice delivered to the registered office for the time being of the Principal Employer; or
- b) he becomes bankrupt or makes an assignment to composition with his creditors, or being a corporation, the Trustee is wound up or a resolution is passed or an order made for the winding up of the corporation or has a receiver or official manager of the whole or part of its undertaking is appointed; or
- c) being a natural person, he dies, is declared an insane or incapable person, is unable to manage his own affairs, commits any fraud, dishonesty, defalcation or wilful or serious misconduct as the Trustee of the Fund or otherwise; or
- d) an order is made by a court of competent jurisdiction removing the Trustee; and

the vacant office shall be filled by a person or body corporate appointed in accordance with Rule 11.1 hereof and the Principal Employer shall advise promptly any remaining Trustees of all actions taken in accordance with this Rule.

- 11.4 When for any reason a vacancy occurs in the membership of the board of Trustees or the board of directors of a body corporate that is the sole Trustee a person shall be appointed in accordance with Rule 11.1 to fill that vacancy within 60 days after the day on which the vacancy occurs.
- 11.5 Upon a change of Trustee the retiring Trustee shall execute all transfers deeds or other documents necessary to transfer investments or moneys into the names of the continuing Trustees; if any, and the new Trustee and shall deliver to the continuing Trustees and the new Trustee all books, documents, records and other property whatsoever relating to the Fund.

MEETINGS OF TRUSTEES

- 11.6 Where the Trustees appointed in accordance with Rule 11.1 are natural persons and the number of Trustees is greater than one they shall be bound to conduct meetings and to carry out the terms of the trust in accordance with Rules 11.7 to 11.11 hereof, and any reference in the Deed or these Rules to "the Trustee" shall be construed as a reference to "the Trustees". When the Trustee is a body corporate, Rules 11.6 to 11.11 hereof shall not apply and the Trustee shall conduct meetings in accordance with its articles of association.
- 11.7 The Trustees shall from time to time elect one of their number to be a chairman of meetings.
- 11.8 The Trustees may, subject to the provisions of these Rules meet for the dispatch of business, regulate their meetings and make such other regulations for the transaction of the business of the Fund as they shall think fit. Questions arising at any meeting shall be determined by a majority of votes and in the case of any equality of votes the chairman shall have a second or casting vote.
- 11.9 A resolution in writing signed by all the Trustees for the time being shall be as effective as a resolution passed at a meeting of the Trustees duly convened and held.
- 11.10 Where the number of Trustees is greater than one a quorum at a meeting of Trustees shall be two.

11.11 The Trustees may continue to act notwithstanding a vacancy in their number.

MINUTES OF TRUSTEE MEETINGS

11.12 Where the Trustees are natural persons they shall appoint a secretary who may be one of themselves. A minute book shall be kept by such secretary and there shall be entered in such minute book particulars of all minutes of all meetings of the Trustees. Such minutes shall be signed by the chairman of the meeting either at the conclusion thereof or at the next meeting. Any minutes so signed shall in the absence of fraud be prima facie evidence of the matters stated in such minutes.

REMUNERATION OF TRUSTEES

11.13 No Trustee shall be entitled to or receive any remuneration out of the Fund for acting as a Trustee.

DISCRETIONS

11.14 The Trustee in the exercise of the powers, authorities and discretions hereby vested in it shall have an absolute and uncontrolled discretion and may exercise or enforce all or any of such powers, authorities and discretions from time to time and at any time or may refrain from exercising all or any of such powers, authorities and discretions from time to time or at all.

POWERS OF TRUSTEE

11.15 Without prejudice to the powers vested in the Trustee by the Deed and these Rules or otherwise the Trustee shall have the following powers, that is to say, power:

- a) to purchase or otherwise acquire and to sell or otherwise dispose of property, rights or privileges which the Trustee is authorised to acquire or dispose of on such terms and conditions as it shall think fit;
- b) to appoint and at its discretion remove or suspend any of the Actuary, the Auditor, managers, secretaries, clerks, agents and other servants, appoint them for permanent, temporary or special services as it from time to time thinks fit, determine their powers and duties and fix their salaries or emoluments and require security in such instances and to such amount as it may think fit and any persons so employed shall be deemed for the purposes of these Rules to be employed by the Trustee;
- c) to institute, conduct, defend, compound, compromise or abandon any legal proceedings by or against the Fund or its officers or otherwise concerning the affairs of the Fund and also to compound and allow time for payments or satisfaction of any debts due and of any claims or demands by or against the Fund;
- d) to make and give receipts, releases and other discharges for money payable to the Fund and for the claims and demands of the Fund;
- e) to open bank accounts and to retain on current or deposit account at any bank such moneys as it considers proper and to make regulations for the operation of such bank accounts including the signing and endorsing of cheques in connection therewith;

- f) to determine who shall be entitled to sign on the Fund's behalf receipts, acceptances, endorsements, releases, contracts and documents;
 - g) subject to any limitations imposed by any other of these Rules or by the Statutory Requirements to pay Benefits out of the Fund to persons entitled;
 - h) to decide as and when need shall arise who are Dependants for the purposes of the Rules;
 - i) in case of mental or physical ill-health or incapacity of a person entitled to Benefits subject to any limitations imposed by any other of these Rules or by the Statutory Requirements to pay or apply such Benefits or any part thereof at its discretion to or for the benefit of such person and the Dependants of such person or any of them as the case may be without being responsible for seeing to the application of payments under this sub-Rule or payments made in the exercise of any other powers vested in the Trustee by the Deed and the Rules;
 - j) to enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts deeds and things in the name and on behalf of the Fund as it may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purpose of the Fund; and
 - k) subject to Rule 5.18 hereof and to the agreement of the Member and the Employer to enter into an arrangement with a Member varying the Benefits and/or contributions otherwise payable in respect of that Member in any manner which it thinks fit PROVIDED THAT the amount of any Benefits complies with any Statutory Requirements prescribing vesting standards.
- 11.16 The Trustee may delegate any of its powers to a committee or committees as it shall think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed upon it by the Trustee.
- 11.17 All cheques and other negotiable or transferable instruments and all receipts for moneys paid and transfers to the Fund shall be signed drawn accepted endorsed or otherwise executed as the case may be in the manner determined from time to time by the Trustee.
- 11.18 The Trustee shall arrange for the collection of all moneys falling due to the Fund and for their prompt lodgement to the credit of the Fund's banking account.
- 11.19 Notwithstanding any rule of law or equity to the contrary the Trustee shall have the fullest power to exercise or concur in exercising all of the powers and discretions contained in the Deed and these Rules or otherwise by law conferred notwithstanding that the Trustee or any of them has or may have a direct personal interest (whether as trustee of any other settlement or as a director or shareholder of the Trustee or any company) in the mode or result of exercising such power or discretion or may benefit either directly or indirectly as a result of the exercise of any such power or discretion and notwithstanding that the Trustee for the time being is the sole Trustee.

INDEMNITY TO TRUSTEE

- 11.20 The Trustee or such committees formed by the Trustee under Rule 11.16 shall be indemnified against all liabilities incurred by it through any act or omission in the exercise of its powers, duties and discretions under the Deed and these Rules or in the bona fide intended or purported exercise of its duties under the Deed and

these Rules and shall have a lien on the Fund for such indemnity. The Trustee or committee shall not be liable for any act or default done or omitted to be done in the exercise of its powers, duties and discretions or for any loss or expenses incurred by the Fund through the insufficiency or deficiency of any security in or upon which any of the moneys of the Fund shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious acts of any person with whom any moneys or securities shall be deposited or for any other loss, damage or misfortune whatever except where due to its own wilful acts or defaults.

- 11.21 For the purposes of the Deed and these Rules the Trustee shall be entitled to regard a direction, instruction or other written authorisation signed by, or purporting to be signed by, the secretary for the time being of the Principal Employer or an Associated Employer as a valid direction, instruction or other written authorisation of the Principal Employer or an Associated Employer.
- 11.22 No Trustee shall be liable for the neglect or default of any custodian, manager, agent, professional adviser, banker, stockbroker or any other person nor for allowing trust funds or securities of the Fund to remain in the custody or control of any such person for any time howsoever long.

COMPLIANCE WITH REGULATIONS 13 AND 14

- 11.23 Should membership of the Fund ever exceed 200 members, Rules 11.1, 11.4 and 11.7 to 11.11 inclusive, and any other applicable Rules, shall be deemed to be modified in any manner necessary to comply with the Statutory Requirements prescribing standards for the composition of and method of making decisions for trustees of large funds.

SECTION 12.0

ADMINISTRATION

INTERPRETATION

- 12.1 Except where otherwise expressly provided if any question or dispute arises about the interpretation of the Deed and these Rules or the incidence of application of any rights, benefits, duties or liabilities arising under the Deed and these Rules, the decision of the Trustee shall be binding upon all Members and the Employers.

SALARY

- 12.2 A Member's Salary shall be advised to the Trustee by the Employer at his date of entry to the Fund and at such other times as agreed by the Trustee and the Employer.
- 12.3 In the event of the Employer reducing a Member's of Salary, the Member may, subject to the provisions of Rule 5.18, elect by notice in writing to the Trustee and the Employer that his Salary for the purposes of determining the amount of any contributions the rate of which is calculated on the basis of the Member's Salary or determining the amount of any Benefits shall continue unchanged and if the Employer and the Trustee agree to such election the reduction shall not be taken into account for the purposes of determining such contributions or Benefits.

DESIGNATED BENEFICIARY

- 12.4 A Member wishing to designate a Dependant as a person to whom the Member wishes a Death Benefit payable in respect of a Member pursuant to Rule 3.5 shall do so in writing to the Trustee in Form B attached hereto or in such other form as the Trustee may from time to time approve.

RIGHTS OF MEMBERS

- 12.5 No person whether as a Member or otherwise shall have any claim, right or interest to or in respect of the Fund or any contribution thereto or any interest therein or any claim upon or against the Trustee or the Employer except under and in accordance with the provisions of the Deed and these Rules.
- 12.6 Every person who becomes a Member shall thereby be deemed to be bound by the Deed and these Rules and all regulations made thereunder.
- 12.7 Every Member shall have the right to inspect a copy of the Deed and these Rules at the office of the Employer during the Employer's usual business hours.

SECRECY

- 12.8 No Member shall have any right to enquire nor shall he be given any information concerning the interest of any other Member or whether an Employee is a Member of the Fund.
- 12.9 The Trustee shall observe strict secrecy with regard to the affairs accounts and transactions of the Fund, but this shall not prevent the publication of financial, statistical or other information to all Members generally whenever thought fit by the Trustee.

INFORMATION TO TRUSTEE

- 12.10 Every Member and every person claiming a Benefit or in receipt of a pension or other Benefit shall from time to time give the Trustee such information or authorisation to obtain such information and produce such documents as the Trustee shall consider are required for the purpose of putting the Deed and these Rules into effect.
- 12.11 An Employer shall, as and when requested by the Trustee, give to the Trustee all information in its power or possession which may in the opinion of the Trustee be necessary or expedient for the management and administration of the Fund. The Trustee may act upon any information given to it by an Employer pursuant to this Deed and shall not be required to verify same.

INFORMATION TO MEMBERS

- 12.12 The Trustee shall provide a written statement to the Members within 6 months after the end of each Financial Year (an "Annual Statement") setting out:
- a) the amount of the Benefit vested in the Member at the commencement of the first day of the Financial Year to which the statement relates;
 - b) the amount of the Benefits vested in the Member at the expiration of the last day of that Financial Year;

- c) the method of determining the amount of the Benefit referred to in (b) above;
- d) the amount of the portion of the Benefit referred to in (b) that is subject to Preservation;
- e) the amount of contributions made by the Member during that Financial Year;
- f) if applicable, the amount of the Interest Entitlement allotted to the Member during that Financial Year and the rate at which the Interest Entitlement was calculated; and
- g) the amount of any current Death Benefit of the Member.

Whenever a person ceases to be a Member the Trustee shall provide to the Member as soon as practicable thereafter a written statement showing the amount of the Benefit including:

- i) the amount subject to Preservation;
- ii) the method of calculating the amount of the Benefit;
- iii) the amount or method of calculating the Death Benefit that would have been payable in accordance with these Rules had the Member died on his date of leaving service; and
- iv) details as to whether and how the level of Death Benefit can be maintained after ceasing membership of the Fund.

In addition, if the person ceases to be a Member otherwise than as a result of the Member's death or retirement from the workforce, the Trustee must provide a written statement setting out the information in (a) to (g) above for the period since the end of the Financial Year the subject of the most recent Annual Statement.

In the event of membership of the Fund exceeding 4 Members, this sub-Rule 12.12 and any other applicable Rules shall be deemed to comply with Regulations 18H.

12.13 The Trustee shall give to a Member within 28 days after receipt of a Member's request (but not more than once in each Financial Year unless the Trustee so agrees) a copy of, or where applicable an extract from, such of:

- a) any Auditor's reports and actuarial reports;
- b) any returns, certificates and notices lodged with or issued by the Insurance and Superannuation Commissioner; and
- c) any other information or documents required by the Regulations to be given to Members on request,

as are specified in the request.

NOTICES

12.14 Any notices to be given under the Deed and these Rules shall be deemed to have been validly given if they were:

- a) handed to the party to be served, or
- b) transmitted by cable, telegraph, facsimile, broadcasting or any other form of electronic communication in the case of notices given under sub-Rules 12.12 and 12.13 above, or
- c) posted by prepaid post and duly addressed to the party to be served at the last known address of such party or his last known place of employment,

PROVIDED THAT if such notice was given under sub-Rule 12.14(c) hereof, the notices shall be deemed to have been received in the day after posting.

EMPLOYER'S RIGHT TO TERMINATE EMPLOYMENT

12.15 Nothing in the Deed or these Rules shall restrict the right of the Employer to dismiss an Employee or be used to increase damages in any action brought against the Employer in respect of such dismissal or affect the rights of a member or his legal personal representative or other persons to claim damages or compensation at common law or under a Workers' Compensation Act or any other statute in force governing compensation to a Member injured or dying from an accident arising out of or in the course of his employment with the Employer and the amount payable hereunder shall not be reduced by reason of payment of such damages or compensation except as herein provided.

VARIATION OF TRUST OR RULES

12.16 The Trustee with the approval of the Principal Employer may at any time amend, revoke or modify all or any of the provisions of the Deed or these Rules provided that such amendment revocation or modification shall not:

- a) alter the object of the Fund as defined in the preamble to the original Deed,
- b) except with the written approval of the Responsible Authority or of all the Members so affected or as otherwise does not breach any Statutory Requirements:
 - i) reduce the amount of any Benefit, to the extent that the Benefit is calculated on the basis of the balance in any member's Accounts maintained in respect of the Member pursuant to Rule 6.7 or 6.8, that has accrued or become payable to a Member before the date of the amendment, revocation or modification; or
 - ii) reduce the amount of a Benefit, to the extent that the Benefit is not calculated on the basis of the balance in any Member's Accounts maintained in respect of the Member, that is or may become payable to a Member in relation to a period before the date of the amendment, revocation or modification.

12.17 Notwithstanding Rule 12.16, the Trustee with the approval of the Principal Employer may amend, revoke or modify all or any of the provisions of the Deed or these Rules to enable:

- a) the Fund to comply with or conform to any present or future law governing or regulating the operation or maintenance of superannuation funds, or
- b) the Fund, Members or Dependants to either reduce or be exempted from liability to pay any tax, stamp duty, or probate, estate and other duties in consequence of the death of a Member or former Member or the spouse of such Member or former Member, or
- c) to correct any manifest or technical error.

12.18 The Trustee shall notify the Members and each Associated Employer, if any, of the nature and purpose of any amendments to the Deed or the Rules and the effect of the amendments, if any, on Member entitlements as soon as practicable after the amendments have been effected.

FORM A

The Trustee

..... Superannuation Fund

I,
(Full Name) (please print)

hereby apply to become a Member of the above Fund upon the terms and conditions in the Deed (and Rules) governing the Fund.

I agree to the appointment of

.....
.....
.....

as Trustee of the Fund in accordance with Rule 11.1.

Date of birth / /

Place of Birth

Marital Status Married / Single

Sex Male / Female

Date / /

Signature

document identifier

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