

G & A BEIKOFF SUPERANNUATION FUND
PRODUCT DISCLOSURE STATEMENT
(PDS)

1. Trustee and Trust Deed

You have become a Member of the above Superannuation Fund which is governed by a Trust Deed. The Trust Deed is available for inspection at any time from the registered office of the Trustee.

The Fund is conducted as a regulated self managed superannuation fund under the Superannuation Industry (Supervision) Act 1993 (SIS) and is subject to the Standards set by SIS (referred to as the Relevant Requirements).

The trustee of the Fund (who is issuing this PDS and your interest in the Fund) is:

G & A Beikoff Superannuation Pty Ltd

The contact details for the Trustee are:

Address: 3 Churchill Avenue, PLANLANDS
QLD 4740

Contact Person: Geoffrey Norman Beikoff

The Trust Deed sets out all of the terms and conditions upon which the Trustee administers the Fund, and in the event of any question of interpretation arising, the provisions of the Trust Deed will prevail.

The Trustee is not entitled to any remuneration for acting as trustee of the Fund.

2. Contributions

You, your employer and your spouse may be entitled to make contributions to the Fund, depending upon your age, work and marital status etc. If you are concerned about your eligibility to make contributions or have contributions made on your behalf, please contact the Trustee.

You are not required to make contributions to the Fund as a consequence of becoming a member of the Fund.

Concessional Contribution Cap

Penalty rates of tax apply to any concessional contributions which exceed your Concessional Contribution cap. Amounts which count towards your Concessional Contribution cap include:

- contributions made by your employer (including SG contributions)
- contributions made by you personally and for which you receive a tax deduction
- some Reserve allocations

If you are unsure whether you are entitled to claim a deduction for your own contributions, this should be discussed with your accountant.

The Concessional Contribution cap for the year ended 30 June 2010 is \$25,000 for persons under age 50 and \$50,000 for persons age 50 or over at the end of the financial year.

Non-concessional Contribution Cap

Penalty rates of tax apply to any non-concessional contributions which exceed your Non-concessional Contribution cap. Amounts which count towards your Non-concessional Contribution cap include:

- contributions made by you personally and for which you don't receive a tax deduction (known as undeducted contributions)
- contributions made by your spouse
- amounts in excess of your Concessional Contribution Cap

The Non-concessional Contribution cap for the year ended 30 June 2010 is \$150,000. For persons under age 65, an amount of up to \$450,000 can be contributed in one year, with no further contributions in the following two years.

Amounts which do not count towards the Non-concessional Contribution cap include:

- Government co-contributions
- proceeds from/gains on disposal of assets that are counted towards your CGT cap amount (an election form is required)
- proceeds from a settlement for an injury resulting in permanent disablement

When contributions are made, they are credited to your Accumulation Account. Any tax payable by the Trustee in relation to the contributions by or for you will be deducted from your Accumulation Account.

The Fund is conducted as an accumulation fund which means the amount in your Accumulation Account will ultimately form the basis of your benefit entitlement.

Splitting Contributions with your Spouse

The Relevant Requirements allow Members to split eligible contributions with their spouse. Further, the Trust Deed permits the Trustee to accept contribution splitting applications from Members. You should seek further information about the implications of a contributions splitting application before making one.

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3. Benefit Calculations and Payment

You are an A Class (fully vested) Member.

Your membership classification will only change if the Trustee decides to alter it. Any change in membership class will not reduce your benefits which are fully vested at the time of the change.

Benefits are calculated as follows:

(a) Retirement at Normal Retirement Age (normally age 65)

An "A" Class Member is entitled to a benefit equal to the balance in their Accumulation Account(s).

(b) Early Retirement from Employment

The Member's Benefit payable on retirement from employment, other than as a result of retirement at normal retirement age, death or total and permanent disablement, is the same as that payable in paragraph (a) above.

(c) Total and Permanent Disablement

The Benefit payable in respect of the total and permanent disablement of a Member is the same as that payable under paragraph (a) above.

(d) Temporary Total Disablement

If the Trustee has taken out a policy of insurance and the Member qualifies as being disabled within the meaning of that policy, the Member will be entitled to the amount payable under that policy.

(e) Benefit Payable on Reaching Preservation Age

The Member's Benefit payable on reaching Preservation Age prior to retirement, is the same as that payable in paragraph (a) above. Benefits are usually only payable as a pension.

(f) Death

In the event of the death of the Member prior to normal retirement age, the Member's Benefit shall be the same as that determined under (a) above.

Generally, the Trustee has a limited discretion as to whom a death benefit is paid, taking into account (but not limited by) any nomination made by the relevant Member. The Relevant Requirements also allow Members to make nominations as to whom death benefits are to be paid which are binding on the Trustee.

The Trust Deed allows a Member to make a binding nomination. You should seek further information about all of the implications of a binding nomination before making one. Under the Trust Deed, the nomination must:

- (i) be in writing and signed by the Member;
- (ii) specify the Benefit is to be paid to Dependant/s or the legal personal representative of the Member;
- (iii) be expressed to be binding on the Trustee;
- (iv) not be in breach of the Relevant Requirements.

4. Payment of Benefits as a Pension

Any Member who is entitled to a lump sum benefit may request the Trustee to pay their Benefit by way of pension instead of a lump sum. The types of pensions payable include all those payable under the Relevant Requirements, including account based pensions.

5. Preserved Benefit

The Government requires preservation of certain benefits until a Member retires from the workforce on or after their Preservation Age, or in such earlier circumstances as are acceptable to the Commissioner.

Any preserved benefit which cannot be paid to the Member may be retained in the Fund or rolled over to another fund until retirement from the workforce on or after their Preservation Age. The amount of the benefit which must be preserved will be set out in the Statement provided to you annually.

The Preservation Age is as follows:

Date of birth	Specified age
before 1 July 1960	55
1 July 1960 to 30 June 1961	56
1 July 1961 to 30 June 1962	57
1 July 1962 to 30 June 1963	58
1 July 1963 to 30 June 1964	59
after 30 June 1964	60

6. Tax on Contributions and Benefits

Contributions or Rollovers

15% tax is deducted from contributions you make for which you claim a tax deduction, and contributions made by your employer. 15% tax is also deducted from any Element Untaxed in the Fund which you may roll into the Fund.

If you have questions about the tax levied on your contributions, this should be discussed with your accountant or the Fund Administrator.

Fund Earnings

The net earnings of the Fund (including capital gains) are also subject to tax at up to 15%. Depending upon the investments held by the Fund, this tax may be reduced by imputation credits, foreign tax credits, tax free capital gains and other tax free income components.

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Where a member is in receipt of a pension, a portion of the Fund's earnings may be exempt from tax.

The Trustee may create a Reserve Account for the purpose of smoothing the earnings allocated to members' accounts from year to year. Only Accumulation Account members would be eligible to participate in any reserving strategy.

Benefit Payments

If you are age 60 or over when you receive a payment, the payment will generally not be taxable to you (it is not assessable income and not exempt income).

If you are under age 60 when you receive a payment, any tax free component will generally not be taxable to you (it is not assessable income and not exempt income). Any taxable component will generally be taxable to you. The rate of tax applicable will depend on your age and the amount of the taxable component. If you require further information, please ask your accountant or Fund Administrator.

There are complex rules which apply to calculate the tax payable on any benefit paid on your death. If you require further information please ask your accountant or Fund Administrator.

7. **Roll Over Payment**

Where a Member retires from employment or otherwise becomes eligible to receive a benefit from the Fund and they receive that benefit as a cash lump sum, the Trustee may be required to deduct tax from some components of the payment. Where the Member's benefits are rolled over into another Fund instead, no tax is generally payable. Details of any proposed Roll Over payments should be discussed with the Trustee.

8. **Inquiries and Complaints**

If you have an inquiry or complaint, please contact the Trustee.

9. **General Fund Information**

(a) **Investments**

The Trustee will establish a policy and strategy in relation to the investment of the Fund assets and will also pursue general investment objectives.

At this stage, labour standards and environmental, social or ethical considerations are not taken into account in selection, retention or realisation of investments. The Trustee will provide more information about these issues on request.

(b) **Medical Evidence**

The Trustee may take out insurance in respect of death and disability. The insurance company may require certain information in relation to your medical condition and may require you to undertake a medical examination and to provide full details of your medical history to the Trustee.

Medical evidence may also be required as part of the assessment for any disablement claim.

(c) **Deed Variation**

The Trustee has power to vary the Trust Deed.

No variation may reduce the accrued benefits of a Member (except in limited circumstances).

(d) **Expenses of Administering the Fund**

Fees, charges, expenses, and administrative or other operational costs are attributed to the Member in proportions determined by the Trustee. The Trustee also decides how these costs and expenses are determined and when they are to be levied or deducted from any Member or Income accounts.

(e) **Insurance**

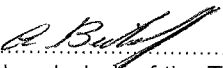
If the Trustee has taken out a policy of insurance in respect of your death or disability at your request, the cost of that cover may be deducted from your Member account. Insurance is not compulsory.

(f) **Risk**

Your benefits in the Fund are not guaranteed and on leaving the Fund you may receive less than the amount of contributions paid in or other benefits rolled over, due to the impact of tax, Fund expenses, insurance premiums and the Fund's investment returns.

If you have any questions in relation to the above, please contact the Trustee.

Date Prepared and Issued to Member: the 23 day of February 2010


Signed for and on behalf of the Trustee