

- (6) the provision of information or documents to the Commissioner;
  - (7) such other matters as may be specified by the Legislation or the Commissioner.
- (b) (1) The Trustee may, from time to time and at any time provide such information to the Members as the Trustee determines to be either necessary or desirable for the purposes of the Fund.
- (2) Nothing in the preceding parts of this subclause shall be interpreted as restricting the generality of subclause (a).
- (c) A copy of this Trust Deed and of any amendments or additions thereto shall be kept by the Trustee and shall be open to inspection by any Member at all reasonable times.
- (d) This Clause shall not be interpreted as requiring or permitting the Trustee to disclose any information, of a private or personal nature, relating to a Member to any other person (other than to the Administrator for the purposes of the Fund) unless specifically authorised by statute or by direction of a Court or by the Member.

#### **RETIREMENT BENEFIT**

22 On attaining Age 55 upon request by the Member or upon the Member reaching the age when payment has to be made, the Member's benefit from the Fund shall be an amount equal to the Retirement Benefit of the Member, or Category of Member as the case may be.

#### **DEATH BENEFIT**

- 23 (a) Subject to Clause 11(c), any benefit payable pursuant to subclauses (b) and (c) hereof on the death of a Member shall be paid as a lump sum to the surviving Dependants of that Member in such shares and proportions as the Trustee in its absolute discretion may determine PROVIDED THAT if in the Trustee's opinion there is no Dependant of the Member living at the date of his or her death or if the Trustee considers it inappropriate to pay the whole of the benefit to any such Dependant then the whole or the balance of the benefit shall in the absolute discretion of the Trustee be paid to the Member's legal personal representative or if there is no legal personal representative may be applied in accordance with the provisions of the Act.
- (b) Upon the death of a Member before his or her Normal Retirement Date the benefit payable under the Fund shall be an amount equal to the Death Benefit of the Member, or Category of Member as the case may be.
- (c) If any Totally and Permanently Disabled person dies in respect of whom the Trustee is paying instalments pursuant to Clause 24, subject to satisfactory proof of such death the Trustee shall pay in accordance with subclause (a) an amount equal to the excess, if any, of the lump sum referred to in Clause 25 hereof (increased by the amount of earnings or losses thereon which would have been credited or debited to the unpaid balance of that amount between the date the entitlement to the benefit arose and the date of payment) over the total amount of instalments paid prior to the date of such death.
- (d) If a Member continues to be an Employee after his or her Normal Retirement Date and the Member dies before retirement or otherwise becoming entitled to or obliged to take payment of benefits, the Trustee shall pay from the Fund in the manner set out in subclause (a) hereof an amount equal to the Retirement Benefit of the Member.

#### **TOTAL AND PERMANENT DISABILITY**

- 24 (a) Upon the Total and Permanent Disability of a Member, the Trustee shall pay to such Member or otherwise apply for the Member's benefit from the Fund an amount equal to the Total and Permanent Disability Benefit of the Member.
- (b) The Trustee, subject to subclause (c) hereof, may, in its absolute discretion, pay the benefit referred to in subclause (a) by way of either
- (1) a lump sum, or



- (2) five equal annual instalments, together with earnings on the unpaid balance of the benefit to the date of the payment of the last instalment.
- (c) Where, if so requested by the Trustee, a person to whom such an instalment is payable fails to establish to the satisfaction of the Trustee
- (i) within the period of three months (or such greater period as may be specified in the Policy (if any) effected by the Trustee for the purpose of providing Disability benefits for the Member) immediately prior to the date upon which the payment of that instalment becomes due
  - (ii) that he or she remains, and has since the date of such Total and Permanent Disability continuously remained, Totally and Permanently Disabled,
- the Trustee's liability under the Fund in respect of such person shall subject to subclause (d) forthwith cease.
- (d) Where the Trustee's liability in respect of a Member ceases in terms of subclause (c), the Trustee shall pay to the Member or otherwise apply for the Member's benefit from the Fund an amount equal to the amount, if any, by which the aggregate of
- (i) the lump sum amount which would have been paid in terms of Clauses 22 and 25 hereof, whichever is applicable, had that person ceased to be an Employee or retired on the date immediately preceding the date of Total and Permanent Disability, and
  - (ii) the amount of earnings or losses thereon which would have been credited or debited to the unpaid balance of the amount referred to in subclause (b) between the date entitlement to the benefit arose and the date of payment,
- exceeds the sum of the instalments paid prior to that date.

#### **RESIGNATION BENEFIT**

- 25 Upon a Member ceasing to be an Employee or retiring in circumstances other than those detailed in Clauses 22,23, and 24 hereof, the Member's benefit from the Fund shall be an amount equal to the Resignation Benefit of the Member.

#### **PRESERVATION**

- 26 (a) Where the Trustee determines or is advised by an Employer or Member that all or part of a Member's entitlement is subject to a Preservation Requirement, the Trustee shall ensure that the relevant part of the benefit is preserved until a condition of release has been satisfied such as retirement from the workforce at or after Age 55, or if the Member has not been in the workforce until the Member reaches the relevant retiring age, in one or more of the following ways
- (1) within the Fund;
  - (2) in another superannuation fund nominated by the Member which is itself required to preserve those benefits;
  - (3) in an Approved Deposit Fund nominated by the Member which is itself required to preserve those benefits;
  - (4) in an annuity nominated by the member which:
    - (i) does not pay benefits except in accordance with the prescribed standards and
    - (ii) if purchased prior to the Member attaining Age 55 or the relevant retiring age as appropriate cannot be surrendered or assigned.
- (b) Notwithstanding subclause (a), a benefit subject to a Preservation Requirement may be paid in accordance with the relevant Payment Standards :-
- (1) upon the Member's death;
  - (2) in the event of Total and Permanent Disablement of the Member;



- (3) on the retirement of the Member from the workforce prior to Age 55 in the form of a non-commutable income stream.
  - (4) in an income stream commencing on or after Age 55 and either not commutable or not commutable until a condition of release has been satisfied.
- (c) A benefit to which a person has become entitled, may be paid or provided in other circumstances acceptable to the Commissioner, in such manner as appropriate.
- (d) The preceding provisions of this Clause shall not apply where the total amount of the benefit under the Fund that otherwise would be subject to a Preservation Requirement does not exceed any amount which may be specified from time to time by the Act or by the Commissioner as being not subject to a Preservation Requirement.
- (e) Where a member does not make a nomination for the purposes of subclause (a) within such period after the time at which the benefit becomes payable as may be specified in the Act, the Trustee may pay or transfer the benefit to another superannuation fund or Approved Deposit Fund as may be nominated by the Trustee or to an eligible rollover fund pursuant to Section 244, if applicable, PROVIDED THAT where no such period is specified in the Act no payment or transfer may be made in terms of this subclause.

#### TERMINATION OF FUND

- 27 (a) The Fund shall terminate and be wound up if:
- (1) an actuary advises the Trustee or the Trustee believes that the Fund is insolvent and the Trustee resolves to terminate the Fund
  - (2) if there are no Members in the Fund and the Trustee resolves to terminate the Fund.
- (b) Upon the trusts hereof terminating the Trustee shall give notice in writing to any Employer and to the Members if any that the Fund shall be wound up on a specified date (hereinafter called "the Closure Date"). As from the Closure Date the following shall apply:
- (1) no person shall be admitted as a Member of the Fund,
  - (2) no further contributions shall be made by any Employer or Members, other than arrears of contributions due prior to the Closure Date, and
  - (3) arrears of contributions if any shall be called in immediately.
- (c) Upon the trusts terminating the Trustee shall make such provision out of the Fund after meeting expenses and current liabilities as is necessary to provide for the payment of the following benefits in the following order of priority:
- (1) payments which on or before the Closure Date have become payable to retired Members or their Dependants
  - (2) payments in respect of a Member who is still an Employee or has not retired and who has reached his or her Normal Retirement Date equal to the amount payable had the member retired immediately prior to the Closure Date
  - (3) payments in respect of each Member who is still an Employee or has not retired of an amount equal to the Member's share of the assets of the Fund, which shall be determined by the Trustee on the advice of an Actuary PROVIDED THAT the total amount necessary to provide for payments pursuant to this subclause shall be limited to the total market value of the assets of the Fund at the Closure Date less the amounts necessary to provide for payments pursuant to subclauses (a) and (b).
- (d) The payments to be provided under subclauses (b) or (c) shall be provided for:
- (1) the Member, or



(2) the Member and Dependants of the Member as the Trustee in its absolute discretion determines and if provided for two or more persons in such proportions as the Trustee in its absolute discretion determines.

(e) If after providing benefits for Members and their Dependants in terms of subclause (c) a surplus remains, such surplus or a part thereof shall be paid by the Trustee in whole or in part to or for the benefit of:

- (1) any Members, or former Members or
- (2) any other persons who are or have been in the employment of the Employer on or prior to the Closure Date, or
- (3) any Dependants of any such Members or other persons, or
- (4) the legal personal representatives (in their capacities as such) of any such Members, other persons or Dependants

as the Trustee in its absolute discretion determines and if provided to or for two or more persons, in such proportions as the Trustee in its absolute discretion determines PROVIDED THAT the Trustee may pay any surplus to the Employer if in the opinion of the Trustee there are no other persons eligible to receive any benefit from the Fund.

(f) The Payments to be provided under subclauses (c) and (e) hereof shall be in cash, life insurance policies, participation in any other superannuation fund or otherwise as determined by the Trustee and, shall be subject to Clause 26.

- (g) (1) Upon the payment out, in accordance with this Trust Deed, of all amounts held pursuant to the Fund, the Fund shall be wound up and shall thereupon terminate.
- (2) Unless the Principal Employer is a corporation, the Fund shall in any event be wound up upon the expiration of the period of twenty-one years after the death of the last survivor of the descendants of his late Majesty King George VI living at the Date of Commencement, whereupon the Trustee shall terminate any or all of the Policies and shall distribute the amount then held in the Fund among the Members and Dependants in such shares and proportions as it shall consider just and equitable PROVIDED THAT where the proper law of the Trust is a jurisdiction which has modified the operation of the common law rule known as the Rule against Perpetuities and such modification prescribes a maximum period in which interests to be valid must vest, the Fund shall be wound up immediately that period expires.

#### **VESTED BENEFITS**

28 The Benefit payable in respect of a Member or former Member shall not be less than the sum of the Member Funded Balance and the Award Balance or such greater amount as the Act requires to be vested in the Member and shall not be more than the sum of the Member Funded Balance, the Award Balance and the Employer Funded Balance of the Member.

#### **RETENTION OF BENEFITS IN FUND**

29 The Trustee may retain for 90 days, or for such period as the Member requests, all or any part of any Benefit or amount to which the member is entitled, whether arising from the Fund or transferred into it, and the Trustee shall continue to account for the income and expenses relating to such Benefit or entitlement as if the Member was not yet entitled to payment of it. Payment of the Benefit or entitlement, or the relevant part of it, will have to be made if the Member requests payment, as provided in clause 35, or upon his death, or when the Member attains the maximum age at which he may leave it in a superannuation fund, or the Trustee decides that it should be paid out of the Fund. To the extent that any restrictions apply to any payment it shall be made by the Trustee in accordance with the relevant provisions, payment of any benefit which is not subject to any restriction may be made upon receipt of a written request signed by the Member.

#### **ARBITRATION**

30 If any dispute or doubt shall arise while the Fund is an excluded fund in respect of any matter dealt with by this deed the dispute or doubt shall be referred to a single arbitrator.



### **PRINCIPAL EMPLOYER**

31 At any time when there is more than one Employer involved with the Fund the Principal Employer may retire from the position and the rights and obligations of Principal Employer may be taken over by any other Employer in the Fund upon request by the Trustee.

### **TRANSFER OF EMPLOYMENT**

32 If a Member transfers from the employ of one Employer to another Employer participating in the Fund, the Member shall continue as a Member of the Fund.

### **REPRESENTATION**

33 The Members and the Employer or Employers shall appoint persons to represent them either as individual trustees or if the Trustee is a company as directors of the Trustee and the number of persons appointed by the Members shall be the same as the number appointed by the Employer(s). Any such representative shall cease to hold office if he resigns, dies, becomes disqualified or his appointment is revoked by the Members or the Employer(s) whichever he represented. The Members may revoke the appointment of their representatives by resolution by over 50% of the Members. An Employer representative shall become disqualified if he ceases to be employed by an Employer participating in the Fund. If a company is appointed and it goes into liquidation it shall cease to be a representative. Any vacancy shall be filled as soon as reasonably practicable and anyhow within 60 days of the vacancy occurring. This clause shall only apply at times when the Fund is required by the Act to make provision for such representation.

### **PROPER LAW**

34 This deed shall be governed by and construed in accordance with the laws of the State or Territory set out in Schedule A against the words " Proper Law of this Trust " and every person to whom the provisions of this deed apply accepts the non-exclusive jurisdiction of the Courts of the said State or Territory.

### **PAYMENT OF BENEFITS**

- 35 (1) Subject to other provisions hereof and the written consent of the Member:
- (a) the whole or any part of the aggregate benefit of a Member may be paid as a lump sum or used by the Trustee to provide a pension or annuity either for life or for such term as the Trustee and the Member consider appropriate.
  - (b) The whole or part of the Benefit may be used to purchase a pension or annuity from a life insurance company, bank, or similar institution and the balance may be:
    - (1) used to provide a pension or annuity payable to the Member which shall be paid out of the Member's accounts and where so payable shall be payable only to the extent that the balance of the accounts will permit. The earnings from the assets held for the pension or annuity shall be credited to the accounts while it continues to be payable, and the Trustee shall keep similar records relating to these assets as in clause 8.
    - (2) Any pension or annuity provided by the Fund shall comply with the Act but may be subject to conditions that can provide for a fixed or variable annual amount and that are within the applicable guidelines or regulations.
    - (3) Any annuity or pension may be subject to the conditions that may be necessary to comply with the applicable standards for it to qualify for a rebate, or to be treated as a pension for the purpose of qualifying for the Pension Reasonable Benefit Limit, or both, or neither, or may be in accordance with the rules set out in the Superannuation Industry (Supervision) Regulations 1994 as amended by the Superannuation Industry (Supervision) Amendment Regulations 1998 (No. 8) 1998 No. 312 particularly those in Reg.1.06 as applying after 20<sup>th</sup> September 1998..
    - (4) On the written application of a Member or former Member the Trustee shall commute such portion of a pension payable from the Fund as the Member specifies, provided that such pension was not issued subject to any condition preventing commutation or such condition no longer applies. The Trustee may obtain such actuarial or other advice as it considers necessary to establish the amount to which such pension or portion is to be commuted.

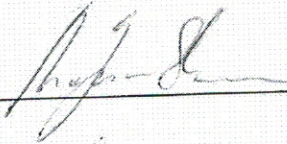


- (2) Any balance of the Member's accounts not used in accordance with the preceding provisions of this clause shall be paid to the Member (or the personal representative of his estate) as a lump sum.
- (3) With the consent of the Member or other person entitled to any Benefit the Trustee may transfer assets in specie to the Member or person entitled to any Benefit to the equivalent value of the Benefit payable, as long as such transfer does not cause the Fund to breach any requirement of the Legislation.
- (4) To the extent that any part of a Member's benefit is subject to another person's entitlement the proportion constituting the other person's entitlement shall be dealt with as if it were the benefit applicable to the other person and that other person were a member.

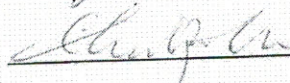


IN WITNESS WHEREOF the parties have executed these presents the 22<sup>nd</sup> day of August 2006

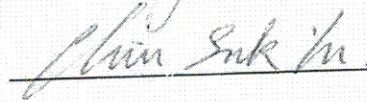
**SIGNED BY THE SAID**  
Yuen Shun Ma



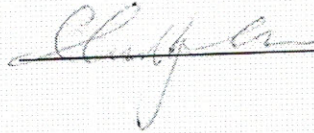
in the presence of:



**SIGNED BY THE SAID**  
Bessie Suk Yu Chiu

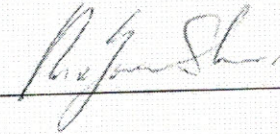


in the presence of:



**EXECUTED UNDER SEAL** in the presence of the undersigned by  
B & W MA FUND MANAGEMENT PTY. LTD. ACN: 120 128 145  
in accordance with its Constitution OR for and on behalf of the Company by;

**DIRECTOR**



**SECRETARY**





**SCHEDULE A**

**NAME OF THIS FUND** B & W MA SUPERANNUATION FUND  
**DATE OF EXECUTION OF THIS DEED:** 27/8/2006  
**DATE OF COMMENCEMENT OF THIS FUND**  
**NAME AND ADDRESS OF ORIGINAL MEMBERS:** Yuen Shun Ma of  
19 High Street South  
Kew VIC 3101  
Bessie Suk Yu Chiu of  
19 High Street South  
Kew VIC 3101  
**NAME AND ADDRESS OF TRUSTEE:** B & W MA FUND MANAGEMENT PTY. LTD. ACN: 120 128 145 of  
19 High Street South  
Kew VIC 3101  
**PROPER LAW OF THIS TRUST:** Victoria



## SCHEDULE B

<b>CATEGORY OF MEMBERSHIP</b>	Ordinary
<b>ELIGIBILITY CRITERIA</b>	Any Employee or any qualified person invited to become a Member by the Trustee shall be eligible to become a Member of the Fund.
<b>MEMBER CONTRIBUTIONS</b>	A Member shall contribute to the fund from time to time such amount as he thinks fit.
<b>EMPLOYER CONTRIBUTIONS</b>	The Principal Employer or other Employer shall from time to time contribute to the Fund in respect of each Member such amount as it thinks fit.*
<b>DEATH BENEFIT</b>	The amounts standing to the credit of the Accounts in respect of that Member.*
<b>TOTAL &amp; PERMANENT DISABILITY BENEFIT</b>	The amounts standing to the credit of the Accounts in respect of that Member.*
<b>RETIREMENT BENEFIT</b>	The amounts standing to the credit of the Accounts in respect of that Member.*
<b>RESIGNATION BENEFIT</b>	The amounts standing to the credit of the Member and Award Accounts in respect of that Member, and such part of any other Accounts in respect of that Member as the Trustee thinks fit.*

**\* IN THE CASE OF A DEFINED BENEFIT FUND THE FOLLOWING APPLIES**

<b>EMPLOYER CONTRIBUTIONS</b>	Each Employer shall make such contributions as the Actuary advises are necessary.
<b>DEATH BENEFIT OR TOTAL &amp; PERMANENT DISABILITY BENEFIT OR RETIREMENT BENEFIT</b>	The Salary for the last three years (or average annual rate times 3) multiplied by the Fund Service in years and fractions of a year divided by 20
<b>RESIGNATION BENEFIT</b>	The retirement Benefit less the Employer Funded Balance or such part of it as the Trustee thinks fit.



## SCHEDULE C

### APPLICATION FOR MEMBERSHIP

To the Trustee of the Fund

From: \_\_\_\_\_

(Applicants Name in Full)

I apply to become a member of the abovementioned superannuation fund on the terms and conditions specified in the Trust Deed from the time being governing the Fund.

I understand that my employer may deduct from my salary such amounts as are required to provide my contributions to the Fund and will pay those amounts to the Trustee of the Fund.

I acknowledge my acceptance of

as Trustee of the Fund.

Signature \_\_\_\_\_

Date

/ /

### NOMINATED BENEFICIARY<sup>1</sup>

I wish to advise the Trustee of the Fund that my Nominated Beneficiary(ies) under the Fund is/are as follows:

NAME IN FULL (DOB IF UNDER 18)	RELATIONSHIP TO MEMBER	FULL POSTAL ADDRESS	% OF SHARE BENEFIT <sup>2</sup>

I understand that the payment of any Death Benefit by the Fund will be at the absolute discretion of the Trustee and that this nomination is not to be treated as a direction.

Signature \_\_\_\_\_

Date

/ /

1 Completion of this section is optional

2 Show percentage of death benefits to be taken by each beneficiary

This nomination is to be taken into consideration by the Trustee but is not binding. If the Member wishes to make a binding direction to the Trustee it should be made in the form and with due execution as prescribed by law.



**SCHEDULE D**

**APPLICATION BY EMPLOYER  
COMPANY OR FIRM**

**TO: THE TRUSTEE OF**

(hereinafter called the "Employer") hereby applies to participate in the Superannuation Fund and to include employees of the Employer as Members of the Fund and in consideration of the acceptance of the Employer as a participant in the Fund the Employer undertakes to contribute to and be bound by the Deed and Rules governing the Fund as if it were originally named therein and the Employer declares that the contributions by the Employer or its employees and the amounts arising therefrom shall be held in trust by the Trustee to provide the benefits set out in the Deed and Rules.

**DATED THIS**

**DAY OF**

**19**

**EXECUTED UNDER SEAL IN THE PRESENCE OF  
THE UNDERSIGNED BY  
IN ACCORDANCE WITH ITS CONSTITUTION  
OR FOR AND ON BEHALF OF THE SAID COMPANY  
BY**

\_\_\_\_\_  
**DIRECTOR**

\_\_\_\_\_  
**DIRECTOR/SECRETARY**



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