

SUPERANNUATION INDUSTRY (SUPERVISION) ACT 1993

DEED OF TRUST

OF

THE FIDELITY SUPERANNUATION FUND

VICTORIA

**THIS DEED WAS DRAWN BY
GRIMM & GRIMM
SOLICITORS**

**ABBOTS
1ST FLR. 225 BRIDGE ROAD
RICHMOND VIC 3121
PH: (03) 9427 8888 FAX: (03) 9427 7888**

THIS TRUST DEED is made on the date set out in Schedule A hereto against "Date of Deed" **BETWEEN** the person(s) whose name and address are set out in Schedule A against "the Original Member" and "Address of the Original Member" (in this Deed called "the Original Member") **AND** the person the name and address of which are set out in Schedule A against "Trustee" and "Address of Trustee" (in this Deed called "the Trustee")

WHEREAS

The Original Member wishes to establish the superannuation fund for the provision of benefits for the Original Member and for such other persons as become members of the Fund or for their dependants and the Trustee has agreed to act as the trustee of the superannuation fund named in Schedule A (hereinafter called "the Fund")

NOW THIS DEED WITNESSES

that the Parties hereto hereby verify the establishment of a superannuation Fund to be known by the name set out in Schedule A to this Deed which commenced on the Commencement Date set out in the said schedule and subject to the following provisions:

INTERPRETATION

1 In this Trust Deed unless the context otherwise requires:

"Accumulation Benefit" means a benefit which is not a Defined Benefit

"Accumulation Member" means a Member in respect of whom the Fund makes provision for Accumulation Benefits.

"Act" means the Superannuation Industry (Supervision) Act 1993 and Regulations thereunder (each as amended) and includes any Act which comes into force to govern the conduct of superannuation funds regulated thereunder and any Act which imports whether partly or totally the relevant provisions of the Act as enacted or as amended.

"Administrator" means the administration manager or such combination of administration managers as the Trustee in its absolute discretion shall determine.

"Age 55" means the minimum retirement age at which the Act provides for retirement benefits to be payable without attracting restrictions for early retirement and where such age is specified in relation to a Member as an age other than 55 the applicable age shall be deemed to be substituted wherever the expression is used.

"Amend" includes alter, delete, extend, substitute for and modify and "Amendment" has a corresponding meaning.

"Annual Review Date" means the Date of Commencement and the first day of July each year subsequent thereto or such other date as determined by the Trustee to be applicable generally or in the case of any particular Member.

"Auditor" means an Approved Auditor.

"Award" means an industrial award or registered industrial agreement, the Superannuation Guarantee (Administration) Act 1992 or the provisions of any legislation regulations agreement or order, pursuant to which an Employer of an Employee is required to make contributions to a superannuation fund for the benefit of that Employee and may include an agreement which in the opinion of the Trustee is similar to or in substitution for an Award.

"Award Account" means an account, established in respect of a Member and maintained in accordance with the applicable requirements of the Act relating to Award contributions.

"Award Balance" in relation to a member means the aggregate of the Award Accounts (if any) in respect of that Member.

"Award Contributions" means contributions paid to the Fund and required to be made by an Employer under Superannuation Guarantee Legislation or an Award applying to the Member and the Employer and

includes similar contributions paid to another superannuation fund, Approved Deposit Fund or roll-over fund from which an agreed sum or agreed assets are transferred to the Fund.

"Category" means the category of membership, if any, nominated as applicable to a particular member or group of Members.

"Commissioner" means the Australian Prudential Regulation Authority or such other regulatory body as shall from time to time have responsibility for the administration of superannuation funds and includes the Commissioner of Taxation where appropriate.

"Compulsory Superannuation Benefit" means a benefit arising in respect of a Member:-

- (a) by virtue of any legislation of the Commonwealth or a State or a Territory for the general provision of superannuation or similar benefits, or
- (b) by virtue of a requirement, howsoever arising, under which the Employer is obliged to contribute in respect of the Member to a superannuation fund or arrangement other than the Fund.

"Date of Commencement" means the date of commencement of the Fund as set out in Schedule A.

"Death Benefit" means the Death Benefit set out in Schedule B in respect of the Member, or Category of Member as the case may be.

"Defined Benefit" means a benefit which in the opinion of the Trustee is defined in terms of either or both salary or service (as an Employee or a Member),

"Defined Benefit Member" means a Member in respect of whom the Fund provides for a Defined Benefit.

"Early Retirement Date" means in respect of a Member

- (a) where paragraph (b) does not apply, the Member's 55th birthday; or
- (b) where the Employer and the Member, or if there is no Employer-sponsor in respect of the Member, the Trustee and the Member, agree in writing any date before the Member's 55th birthday.

"Eligibility Criteria" means the requirements for eligibility for membership set out in Schedule B of this Deed.

"Employee" means a person to whom a wage, salary or remuneration is paid by an Employer and shall include every director of an Employer and any person in respect of whom a Compulsory Superannuation Benefit or Award Contribution has to be provided.

"Employer" means the Employer from time to time in relation to any Member or former Member and refers to the relevant Employer by whom that person is or was employed.

"Employer Account" means an account, established in respect of a Member and to which Employer contributions are credited.

"Employer Contributions" means contributions made by an Employer, other than Award Contributions.

"Employer Funded Balance" in relation to a particular Member means

- (a) where the Member is an Accumulation Member, the aggregate of the balances of all the Employer Accounts in respect of that Member, and
- (b) where the Member is a Defined Benefit Member, the Member's equitable share of the Fund Account as determined by the Actuary less that proportion which is fully vested in the Member.

"Fund" means the superannuation fund hereby established and the investments and income from time to time of all the accounts created within the Fund;

"Fund Account" means the account, if any, established in respect of the Fund for reserves or for funding defined benefits.

“Fund Service” means in relation to a Member as at a particular date the period commencing on the date the Member was most recently admitted as a Member of the Fund, or a Category of the Fund as the case may be, and ending on the particular date, increased by further periods (if any) that the Trustee in its absolute discretion may determine and at the absolute discretion of the Trustee may exclude any period during which contributions by and in respect of the Member are cancelled or deferred.

“Investment Instruction” means an instruction to the Trustee

- (a) by a Member or Members, or
- (b) if the instruction relates only to the Member's contributions, by the relevant Member or Members

that the Trustee invest separately in respect of certain Members, or Categories of Members.

“Investment Manager” means such corporate investment manager or such combination of corporate investment managers as the Trustee in its absolute discretion shall determine.

“Legislation” means the Superannuation Entities (Taxation) Act 1987 and includes the Superannuation Industry (Supervision) Act 1993, the Superannuation Industry (Supervision) Consequential Amendments Act 1993, the Superannuation (Resolution of Complaints) Act 1993, the Superannuation (Financial Assistance Funding) Levy Act 1993, the Superannuation (Rolled -Over Benefits) Levy Act 1993, the Superannuation Supervisory Levy Amendment Act 1993, the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Supervisory Levy Act 1991 and the Income Tax Assessment Act (all as amended from time to time and including the Regulations made in relation to each of them) and includes the Act and any Acts and regulations which govern the conduct of superannuation funds and which import or affect whether partly or totally the relevant provisions of the said Acts as enacted or as amended. Words defined in the Legislation shall have the same meanings in this trust deed as in the relevant Act unless the context otherwise requires.

“Member” means a person who has been accepted by the Trustee as a Member of the Fund and has not ceased to be a Member, and where appropriate includes a former Member.

“Member Account” means an account, if any, established in respect of a Member's contributions.

“Member Contribution” means contributions (if any) made by a Member or an acceptable contribution in respect of a Member.

“Member Funded Balance” in relation to a particular Member means the aggregate of the Member Accounts (if any) in respect of that Member.

“Normal Retirement Date” means in respect of a Member

- (a) where paragraph (b) does not apply - the Member's 65th birthday; and
- (b) where the Member and the Trustee agree in writing that the Normal Retirement Date of the Member shall be a date other than the Member's 65th birthday, the date so agreed or the Early Retirement Date of the Member (whichever is the later).

“Past Service” means in relation to a Member the period or periods during which the Member has been a Member of the Fund, increased by such further period (if any) as the Trustee in its absolute discretion determines, but excluding any period of membership which is taken into account for the purposes of determining Fund service.

“Policy” means a policy of life, disability or accident insurance, relating either to an individual Member or to more than one Member, effected with the Underwriter in accordance with this Deed to provide any or all of the benefits under the Fund.

“Preservation Requirement” means a requirement under the Act or laid down by the Commissioner with respect to the preservation of certain superannuation benefits until the Member's retirement from the workforce having attained a specified age or any restriction imposed by the Legislation on the payment of a benefit.

“Qualified Person” means a person who is not prohibited by Legislation from becoming a member and is not a person whose membership might disqualify the Fund from being a complying fund.

“Resignation Benefit” means the Resignation Benefit set out in Schedule B in respect of the Member, or Category of Member as the case may be.

“Retirement Benefit” means the Retirement Benefit set out in Schedule B in respect of the Member, or Category of Member as the case may be.

“Rules” means the rules and regulations (as amended from time to time) which govern the administration of the Fund.

“Salary” in relation to any Member means the yearly rate of remuneration of that Member (expressed in whole dollars)

“Total and Permanent Disablement” means, in respect of a Member, disablement to such an extent that, in the opinion of an independent medical practitioner appointed by the Trustee, the Member is unlikely ever to work again in a position which before the disablement was reasonably appropriate for a person with the Member's qualifications education training or experience, PROVIDED HOWEVER THAT where the Trustee has effected a Policy to provide a total and permanent disability benefit for the Member, the expression 'Total and Permanent Disablement' shall have the same meaning as is defined in such Policy;

“Total and Permanent Disability Benefit” means the Total and Permanent Disability Benefit set out in Schedule B in respect of the Member, or Category of Member as the case may be.

“Trust Deed” or “Deed” means this Declaration of Trust as amended from time to time together with the Rules and Schedules incorporated with it ;

“Trustee” or “Trustees” means the Trustee or Trustees of the Fund for the time being, whether original additional or substituted;

“Underwriter” means a company conducting life assurance business in Australia and registered for that purpose in accordance with the Life Insurance Act 1945 including any amendment thereto or re-enactment thereof and with whom the Trustee has effected, or has applied to effect, a Policy pursuant to this Deed.

Words denoting any gender include the other genders, the singular includes the plural, and vice versa. Words defined in the Act shall have the same meanings as in the Act unless the context otherwise requires. Any headings are for ease of reference only and shall not affect the interpretation of the actual provisions.

Reference to a section of the Legislation shall be deemed to refer to the section as amended or any section replacing the same.

AMENDMENT

2 The Trustee, may amend the provisions applying to the Fund from time to time by deed or resolution in writing (a copy of which shall thereafter be annexed to this deed) provided that:

- (a) the amendment shall not reduce the accrued benefits of a Member or the benefit calculated by reference to the Member's period of membership before the date of the amendment unless with the consent of the Members affected or with the written approval of the Commissioner.
- (b) Any amendment affecting the rights or benefits of the Members shall be advised to them as soon as practicable after the date of the amendment.
- (c) Section 35b of the Trustee Act of South Australia does not apply to this deed.
- (d) While the Fund is a regulated superannuation fund it shall not be amended otherwise than as permitted by Section 60(2) of the Act.
- (e) Unless the Fund is an excluded fund:
 - i. the Trustee has consented to the amendment; or
 - ii. if the Fund is an employer sponsored fund:

- A. the amendment relates to contributions that an employer sponsor will after the amendment be required or permitted to pay to the Fund; or
- B. the amendment relates solely to the termination of the Fund; or
- C. the circumstances in which the amendment was made are covered by regulations made for the purpose of Section 60(1)(b)(iii) of the Act.

RIGHTS OF EMPLOYER

3 The provisions of the Fund shall not affect the relationship of Employer and Employee in respect of remuneration, terms of employment or dismissal or otherwise and the effect of any incidence of employment upon the benefits under the Fund in respect of any employee shall not be grounds for claiming or increasing damages in any action against any employer for termination of employment or otherwise.

DEEMED INCLUSION OF STANDARDS

4 The parties hereto intend the provisions governing the Fund to conform with the requirements of the Act and the standards and requirements prescribed by the relevant laws and regulations and such standards and requirements as in force from time to time are deemed to be included as if incorporated herein and if inconsistent with any specific provisions of this Deed the said laws standards regulations and requirements shall take precedence and be observed by the Trustee. Where this deed provides for a restriction or prohibition and the Act states that situations which would otherwise be prohibited or restricted are unaffected or may continue to a specified extent then any such situation in respect of the Fund shall likewise be unaffected or may continue to the same extent as provided in the Act.

COMPANY TRUSTEE OR OLD-AGE PENSION PURPOSE

- 5 (1) At any time when the Trustee is not a constitutional corporation the Fund shall be administered so that its sole or primary purpose is the provision of old-age pensions, at all other times the Fund shall be maintained solely for one or more of the core purposes set out in Section 62(1)(a) of the Act or for one or more of the said core purposes and one or more of the ancillary purposes set out in Section 62(1)(b) of the Act.
- (2) The Trustee shall keep proper records of all meetings and resolutions affecting the Fund.

TRUSTEE

- 6 (a) (1) The office of Trustee shall ipso facto be determined and vacated if such Trustee is or becomes a disqualified person under Section 120 of the Act.
- (2) The Trustee may resign at any time by giving written notice of such resignation to the Members and such resignation shall take effect on the date specified in the notice being not less than 30 days following the date of delivery or mailing of such notice.
- (3) A majority of Members may remove a Trustee from time to time and shall appoint an appropriately qualified new Trustee to act from the date of resignation or determination of the office and may appoint a new trustee.

TRUSTEE'S INDEMNITY

(b) The Trustee shall be entitled to be indemnified out of the Assets for the time being comprising the Fund in respect of any liabilities incurred by it in the execution or attempted execution or as a consequence of the failure to exercise any of the trusts authorities powers and discretions hereof by virtue of being Trustee hereof but the Trustee shall not in any circumstances be entitled to indemnity reimbursement or recompense

- (a) from a Member of the Fund; or
- (b) from an Employer.

DIRECTIONS TO TRUSTEE

7 At any time when the Fund is not an excluded fund the Trustee shall not be subject to direction otherwise than in those cases where subsection (1) of Section 58 of the Act is expressed not to apply.

RECORDS TO BE KEPT BY TRUSTEE OR CUSTODIAN

- 8 (a) The Trustee may retain the services of a suitably qualified Investment Manager or Custodian and may assign such duties as the Act permits to be done on behalf of the Trustee and it thinks fit to such Investment Manager or Custodian and to the extent that such duties are assigned the references to such duties being the responsibility of the Trustee shall where appropriate be read as references to the relevant person to which the duty concerned may have been assigned.
- (b) The Trustee shall keep records showing in respect of each Member
1. The name and address
 2. The dates of commencing and ceasing to be an Employee and a Member of the Fund
 3. Details of transfers into and out of the Fund and of relevant service periods.
 4. A Member Account, an Award Account, and an Employer Account
- (c) Where the Fund provides for Defined Benefits, or the Trustee determines that it is appropriate to provide a reserve to even out fluctuations or for greater security, the Trustee shall also keep a Fund Account for those parts of the Fund that for the time being are not allocated to any Member.
- (d) The Trustee shall credit
1. The Member account with the Member's contributions
 2. The Employer Account with Employer contributions other than Award contributions
 3. The Award Account with Award contributions
- in respect of the Member, and also credit the accounts with the appropriate parts of
4. Amounts transferred into the Fund
 5. The proceeds of any Policy attributable to premiums paid from the account
 6. The earnings of the Fund
 7. Any other amounts the Trustee thinks suitable.
- (e) The Trustee shall similarly credit the Fund Account with similar items in respect of the benefits of Defined Benefit Members, and with amounts set aside for reserves.
- (f) The relevant accounts shall be debited by the Trustee
1. With benefits paid out of the account concerned
 2. With amounts transferred out
 3. With premiums paid on Policies in respect of the Member
 4. With expenses and taxes or other amounts paid in respect of the account or of the Member
 5. With a share of the losses incurred by the Fund.
- (g) The Trustee shall keep such further records as may be necessary to maintain the information required to administer the Fund in such a way that the necessary information is available to provide the details for all necessary or required reports, returns and other documents or provision of information as may be proper for the Fund. The Trustee may hold any investment for a particular member or category of members and shall record which investments are held for whom. In respect of such investments earnings shall be credited and income tax and expenses payable shall be debited to the relevant members' accounts.

AUDITOR - ACCOUNTS - ACTUARY

- 9 (a) The Trustee shall appoint an Auditor to report upon those matters relating to the Fund which are required by the Commissioner. The Trustee shall make available all information and records relating to the Fund that may be required by the Auditor. The Trustee may dismiss the Auditor on 30 days notice and may appoint a new Auditor.
- (b) The Trustee shall prepare accounts for the Fund for each Financial Year and shall furnish all income tax returns, audit reports and other information required by law or by the Commissioner.
- (c) Where the Fund has Defined Benefit Members the Trustee shall appoint an Actuary to report on the state of the Fund as requested by the Trustee or as required by the Act.

TRUSTEE AUTHORISED TO ELECT THAT FUND BE REGULATED

- 10 The Fund shall be vested in the Trustee and the Trustee is specifically authorised
- (a) To give the Commissioner a written notice in the approved form electing that the Act is to apply in relation to the Fund
 - (b) To maintain the Fund as a complying superannuation fund under the Act.
 - (c) To commence carry on and defend, settle compromise or submit to arbitration any proceedings claims matters or things relating to this Deed, to the rights of Members former members or beneficiaries under the Fund or any other persons making any claim upon the Fund.
 - (d) To insure any risks contingencies or liabilities of the Fund.
 - (e) To retain the services of professional or other advisers in respect of the operation of the Fund and to pay out all expenses taxes duties costs and outgoings properly payable out of the Fund.
 - (f) To charge such fees for its services as the Trustee considers reasonable.
 - (g) To do all such other acts as the Trustee may consider necessary or expedient for the proper administration and preservation of the Fund.

ELIGIBILITY FOR MEMBERSHIP

- 11 (a) On making written application in the form set out in Schedule C or in such other form as the Trustee shall accept, an Employee or other person who is eligible for membership in terms of the Eligibility Criteria shall, become a Member (either as an Accumulation Member or a Defined Benefit Member or both) of the Fund, or of a Category of the Fund as the case may be, from such date as the Trustee shall determine.
- (b) Where a Member is a Member of more than one Category of the Fund, or is both an Accumulation Member and a Defined Benefit Member, the following rules shall apply in addition to the other provisions of this Deed:-
- (1) the Trustee shall ensure that contributions, whether Member Employer or Award, made in respect of one particular Category of membership are recorded separately from those made in respect of any other Category or Categories;
 - (2) for the purposes of determining benefits
 - (i) the terms Award Balance, Employer Funded Balance and Member Funded Balance shall relate to Accounts held in respect of a particular Category of membership only;
 - (ii) the total benefit payable in respect of a Member shall be the aggregate of the benefits payable in accordance with the provisions of this Deed in respect of each particular Category of membership.
- (c) (1) Each Member shall provide all such information as may be requested by the Trustee for the purposes of the Fund.
- (2) Each applicant for membership or any Member at any time, may nominate to whom he would like the Trustee to pay any Death Benefit payable upon his death and may indicate the proportions in which it is to be divided between several nominees PROVIDED THAT such nominations shall not be binding on the Trustee and if the Trustee believes that the Member's dependants have not been taken into consideration adequately due to changes in circumstances or inadvertence the Trustee may divide the Death Benefit as the Trustee in its unfettered discretion may think appropriate.
- (d) The Trustee may waive any or all of the Eligibility Criteria and admit to membership of the Fund, or of a Category of the Fund, a person who would not otherwise be eligible for such membership.
- (e) A Member shall cease to be a Member when:
- (1) the Member dies; or
 - (2) the total sum payable to the Member has been paid; or
 - (3) any benefits payable to or on behalf of the Member under the Trust cease to be payable; or

(4) the total amount of the Member Funded Balance, Employer Funded Balance and Award Balance in respect of the Member has been transferred out of the Fund.

(f) If the Fund is or becomes a public offer superannuation fund the provisions of this clause are subject to the Trustee being an Approved Trustee and providing the proposed new member with the appropriate information as required by the Legislation, unless the Trustee is exempted from the relevant requirements.

EMPLOYER CONTRIBUTIONS

12 (a) Each Employer shall contribute to the Fund:-

(1) in respect of each of its Employees who are Accumulation Members, at the rate set out in Schedule B for the Member or Category of Member as the case may be, and

(2) in respect of Employees who are Defined Benefit Members, at the rate determined by the Actuary.

(b) An Employer may pay an additional contribution in respect of any particular Member to provide such benefits additional to those otherwise payable under the Fund as the Employer and the Trustee may decide and advise to the Member.

(c) Notwithstanding anything contained herein no contribution shall be accepted by the Trustee if the acceptance of that contribution would endanger the taxation concessions available to the Fund, unless all the Members have agreed to the Fund accepting a contribution that might cause the Fund to become non-complying. Any payment made as a contribution which is not acceptable shall be refunded without delay.

MEMBER CONTRIBUTIONS

13 (a) On and from the date on which an Employee becomes a Member, the Member while an Employee shall:

(1) be liable to pay to the Trustee Member Contributions at the rate (if any) set out in Schedule B;

(2) arrange where possible for the Employer to make deductions from the Member's Salary in respect of the Member's Contributions and for the amounts so deducted to be paid to the Trustee ;

(3) arrange to pay to the Trustee any contributions or the balance of contributions not so deducted from the Member's Salary.

(b) With the consent of the Trustee, a Member may make other contributions to the Fund as well as any which the Member is required to make. Such contributions may be increased with the consent of the Trustee or reduced, suspended or terminated at any time by notice in writing to the Trustee.

(c) The Trustee shall not accept any contribution from either the Member or from an Employer or any other person in respect of a Member if the contribution would be in excess of the permitted level of funding which applies to the circumstances of the Member at the time, or if the contribution is otherwise not acceptable because of a provision of the Legislation, unless all the Members have agreed to the Fund accepting a contribution that might cause the Fund to become non-complying.

TRANSFERS IN AND OUT

14 (a) The Trustee may make or carry into effect an arrangement with the trustees of another complying superannuation fund, Approved Deposit Fund or roll-over fund and/or any person who is a member or former member of such other fund whereby an agreed sum or agreed assets shall be paid into or transferred to the Fund and such person shall become a Member subject to completion of the appropriate formalities, and shall be granted such rights and benefits additional to or in lieu of those otherwise provided under the Deed as the Trustee shall determine PROVIDED ALWAYS THAT:

(i) where an amount transferred into the Fund is subject to a Preservation Requirement, the Trustee shall ensure that such amount is identified as subject to the Preservation Requirements, and credited

- (A) to an Award Account to the extent to which it relates to Award Contributions, and
- (B) to the extent to which it does not relate to Award Contributions, to a Member or Employer Account or the Fund Account or such Accounts as the case requires
- (ii) where an amount transferred into the Fund, other than an amount to which paragraph (a)(i) of this Clause applies, is in terms of the Act required to be vested in the Member, the Trustee shall ensure that such amount is credited to a Member Account.

(b) Subject to Clause 26, the Trustee may, at the request of a Member and subject to such conditions and indemnities as the Trustee may require pay or transfer or cause to be paid or transferred to the trustee of any other complying superannuation fund, Approved Deposit Fund or roll-over fund any amount not greater than the Member's credit in the Fund at the time such payment is made and the receipt by or on behalf of the trustee of such other fund shall be sufficient discharge to the Trustee in respect of the trusts of the Fund and the Trustee shall not in any way be responsible for the payment or disposal by the trustee of the other fund of the amounts so paid or transferred.

(c) Upon the whole of a Member's benefit being transferred, including any Policy on the Member's life being assigned, (as the case may be) pursuant to subclause (b) such Member shall have no further or other entitlement to a benefit under the Fund.

INVESTMENTS

15 The Trustee shall formulate and give effect to an investment strategy in accordance with the Act and invest the assets of the Fund in accordance with the investment strategy in the permitted forms of investment which for the purposes of this Fund are:

- (a) any investment for the time being authorised by the laws of the Commonwealth of Australia or any State or Territory thereof for the investment of trust funds;
- (b) any first mortgage on freehold property situated in Australia or elsewhere even though the amount of the loan may exceed two-thirds of the value of the property and whether or not a report or valuation has been obtained on the value of the property;
- (c) on deposit with or on loan to any bank, building society, credit co-operative or other financial institution on the normal terms and conditions of their borrowings;
- (d) on deposit with or on loan to any person or organisation whatsoever with or without security and at such rate of interest and upon such terms as the Trustee may deem reasonable notwithstanding that the Trustee may have a direct or indirect interest in the borrowing or may benefit directly or indirectly therefrom, Provided that the proportion of the Fund so invested shall not be so great as to cause the Commissioner to regard the Fund as failing to comply with the Commissioner's requirements.
- (e) the purchase or acquisition in any way of shares or stock (of any class or description) or of any type of bond, mortgage, debenture, note, option or other like security in or of any building society or company incorporated in any part of the world whether or not carrying on business in Australia and whether the shares or stock are fully paid or not and whether registered or unregistered;
- (f) any Policy or annuity whether by proposal, purchase or otherwise, and any choses in action, interests for life or any lesser term or in reversion or howsoever arising;
- (g) the purchase or acquisition of any real or personal property and the improvement or extension thereof;
- (h) the purchase or acquisition of or subscription for any unit or sub-unit in any unit trust established or situated anywhere in the world whether individually or jointly and whether such units or sub-units are fully paid up or whether their issue involves any contingent or reserve liability;
- (i) the discounting of loans, mortgages, contracts, hire purchase agreements or leases;
- (j) any other investment whether or not similar to any of the foregoing which the Trustee considers to be appropriate.

Provided that no form of investment which is considered an in-house asset or is otherwise restricted or limited by the Act shall be obtained or retained to an extent greater than permitted by the Act.

INSURANCE POLICY CONDITIONS

- 16 (a) For the purposes of effecting, increasing or otherwise varying any Policy, the Trustee may from time to time require any Member or person who has applied to become a Member to
- (i) be medically examined, or
 - (ii) submit other evidence of health habits or pastimes, or
 - (iii) provide proof of age to the satisfaction of the Underwriter, or
 - (iv) take such other steps as may be required by the Trustee or an Underwriter for the purposes of insurance.
- (b) If after an application to become a Member has been accepted any statement made or evidence submitted to the Trustee pursuant to this subclause in respect of that application is found to contain any mis-statement error mistake or suppression the Trustee may make such adjustments as it in its absolute discretion considers appropriate to the benefits to be provided by the Fund for that Member and/or the contributions (if any) to be paid to the Fund by that Member.
- (c) If any person who has applied to become a Member refuses to undergo such medical examination or to undertake any other step which may reasonably be required for the aforesaid purposes or does or omits to do anything and that would or might vitiate the Policy or result in the Policy monies or any part thereof not becoming payable the Trustee may adjust the benefits to be provided by the Fund for or in respect of that Member or person in such manner as the Trustee considers appropriate.
- (d) In any case where the Trustee applies or has applied to an Underwriter for insurance of any part of the benefit of a Member the benefit of the Member shall be reduced by the amount of any such insurance or part thereof which the Underwriter refuses or refuses to grant on terms acceptable to the Trustee or by the amount of any such insurance or part thereof which having been effected the Underwriter declares void or otherwise restricts for any reason.

BORROWING PROHIBITION

- 17 The Trustee shall not borrow money or maintain an existing borrowing of money except in the circumstances and to the extent permitted by the Act.

ASSETS NOT TO BE ACQUIRED FROM MEMBERS

- 18 The Trustee or any other person acting on behalf of the Fund shall not intentionally acquire any asset from a Member or a relative or associate of a Member, except in the circumstances permitted under the Act.

NO LOANS TO MEMBERS

- 19 The Trustee or any other person acting on behalf of the Trustee shall not lend money of the Fund or give any other financial assistance from the resources of the Fund to a Member or a relative of a Member, except as permitted by the Act.

TRUSTEE'S COVENANTS

- 20 The Trustee covenants:
- a. To act honestly in all matters concerning the Fund
 - b. In relation to all matters affecting the Fund, to exercise the same degree of care skill and diligence as an ordinary prudent person would exercise in dealing with the property of another for whom the person felt morally bound to provide.
 - c. To ensure that the Trustee's duties and powers are performed and exercised in the best interests of the Members and any other persons who may have a beneficial interest in the Fund.
 - d. To keep the money and other assets of the Fund separate from those of the Trustee or of any employer or any associate of any employer.

- e. Not to enter into any contract and not to do anything else that would prevent or hinder the proper performance or exercise of the Trustee's functions and powers.
- f. To formulate and give effect to an investment strategy that has regard to the whole of the circumstances of the Fund including but not limited to:
 - 1. the risk involved in making holding and realising the Fund's investments and the likely return from them and having regard to the objectives of the Fund and the expected cash flow requirements of the Fund.
 - 2. the composition of the Fund's investments and whether the degree of diversification is adequate.
 - 3. the liquidity of the Fund's investments having regard to the cash flow requirements of the Fund.
 - 4. the ability of the Fund to discharge the existing and prospective liabilities of the Fund.
- g. To formulate and give effect to a strategy for the prudential management of any reserves of the Fund, consistent with the investment strategy and the capacity of the Fund to discharge its liabilities as and when they fall due, whether actual or contingent.
- h. To allow the Members of the Fund and such other persons as have a beneficial interest in the Fund to have access to such information and documents as they may be entitled to see.

INFORMATION TO BE PROVIDED

- 21 (a) The Trustee shall comply with any requirement of the Legislation or the Commissioner in relation to:-
- (1) the provision of information to Members on joining the Fund;
 - (2) the provision of information to Members on ceasing to be a Member of the Fund ;
 - (3) the provision of information to Members at the end of each year of income;
 - (4) the provision of information to Members in relation to any amendment of the Deed;
 - (5) the provision of information or documents to Members on request or whenever otherwise required;
 - (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 Upon a Member ceasing to be an Employee on or after his or her Early Retirement Date, other than as a result of death or Total and Permanent Disability, upon request by the Member or upon the Member reaching the age when payment has to be made, the Trustee shall pay to the Member as a lump sum or by way of pension or annuity, or otherwise apply for the Member's benefit from the Fund an amount equal to the Retirement Benefit of the Member, or Category of Member as the case may be.

DEATH BENEFIT

23 (a) 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 Section 225 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 Rules) (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 (b) 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

- (1) 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
- (11) 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 Trustee shall pay to the Member as a lump sum or by way of pension or annuity or otherwise apply for the Member's benefit from the Fund 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 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 other circumstances acceptable to the Commissioner.

(c) 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 such amount as may be specified from time to time by the Act or by the Commissioner as being not subject to a Preservation Requirement.

(d) 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 and had 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 Dependants of any such Members or other persons, or
 - (3) the legal personal representatives (or their executors or administrators) of such 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.
- (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) 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 Dependents in such shares as the Trustee may think fit. If 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 as provided in clause 35 if the Member requests payment, 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.

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.

EMPLOYER

31 Any Employer may apply to the Trustee in the form set out in Schedule D to be brought within the provisions of this deed and the employees of such Employer shall then become eligible to become Members with such modifications as to the Trustee may seem necessary.

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 there is at least one Employer-sponsor in the Fund.

PROPER LAW

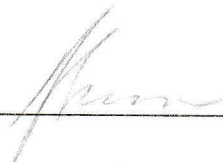
34 This deed shall be governed by and construed in accordance with the laws of the State or Territory set out in Schedule A against the words "Proper Law of this Trust" and every person to whom the provisions of this deed apply accepts the non-exclusive jurisdiction of the Courts of the said State or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

PAYMENT OF BENEFITS

- 35 (a) Subject to other provisions hereof and the written consent of the Member, the aggregate benefit of a Member may be used by the Trustee to purchase a pension or annuity from a life assurance company, bank or similar institution either for life or for such term as the Trustee and the Member consider appropriate.
- (b) If the whole or part of the Benefit is not used to purchase such a pension or annuity the balance may be
- (1) retained and 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 such accounts will permit. Income from the assets held in respect of such pension or annuity shall be credited to the accounts while it continues to be payable.
 - (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 Schedule E.
 - (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 prohibiting such commutation. 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.
- (c) 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.

IN WITNESS WHEREOF the parties have executed these presents the 25 day of August, 1999


SIGNED BY THE SAID
Barbara Victoria Sermon



in the presence of:



SIGNED BY THE SAID
Barry Sermon



in the presence of:



EXECUTED UNDER SEAL

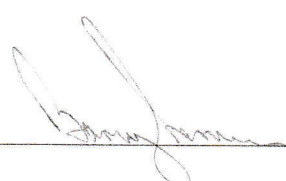
in the presence of the undersigned by
Invesco Holdings Pty Ltd ACN: 088-459-474
in accordance with its Constitution or
for and on behalf of the said Company by;



DIRECTOR



SECRETARY



SCHEDULE A

DATE OF EXECUTION OF THIS DEED:	30 July 1999
DATE OF COMMENCEMENT OF THIS FUND	30 July 1999
NAME AND ADDRESS OF ORIGINAL MEMBERS:	Barry Sermon 25 Mortimore St Moorabbin, Vic 3189
	Barbara Victoria Sermon 25 Mortimore St Moorabbin, Vic 3189
NAME AND ADDRESS OF TRUSTEE:	Invesco Holdings Pty Ltd ACN: 088-459-474 25 Mortimore St Moorabbin, Vic 3189
NAME OF THIS FUND	THE FIDELITY SUPERANNUATION FUND
PROPER LAW OF THIS TRUST:	Victoria

SCHEDULE B

CATEGORY OF MEMBERSHIP	Ordinary
ELIGIBILITY CRITERIA	Any Employee or any qualified person invited to become a Member by the Trustee shall be eligible to become a Member of the Fund.
MEMBER CONTRIBUTIONS	A Member shall contribute to the fund from time to time such amount as he thinks fit.
EMPLOYER CONTRIBUTIONS	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.*
DEATH BENEFIT	The amounts standing to the credit of the Accounts in respect of that Member.*
TOTAL & PERMANENT DISABILITY BENEFIT	The amounts standing to the credit of the Accounts in respect of that Member.*
RETIREMENT BENEFIT	The amounts standing to the credit of the Accounts in respect of that Member.*
RESIGNATION BENEFIT	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**

EMPLOYER CONTRIBUTIONS	Each Employer shall make such contributions as the Actuary advises are necessary.
DEATH BENEFIT OR TOTAL & PERMANENT DISABILITY BENEFIT OR RETIREMENT BENEFIT	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
RESIGNATION BENEFIT	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 BENEFICIARY¹

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 BENEFIT²

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

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

SCHEDULE E

The trustee may agree to provide a pension to a member or former member subject to the rules referred to in this schedule. The relevant rules are those 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 on and after 20th September 1998.

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