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VARIATION AND CHANGE OF TRUSTEE DEED

THOMPSON STREET SUPERANNUATION FUND

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VARIATION AND CHANGE OF TRUSTEE DEED

PARTIES

Retiring Trustees	HEATHER MAY WHITSON ANNE WHITSON
New Trustee	WHITSUP PTY LTD ACN 613 508 080
Member	HEATHER MAY WHITSON

BACKGROUND

- A. The Retiring Trustees are the trustees of the Fund.
- B. Clause 36.1 of the Trust Deed allows the trustees of the Fund to vary the Trust Deed.
- C. The Retiring Trustees wish to resign as the trustees of the Fund after the variation of the Trust Deed by this deed.
- D. Clause 14.3 of the Trust Deed as varied by this deed allows the member of the Fund to appoint a new trustee of the Fund.

OPERATIVE PART

1. INTERPRETATION

Definitions

- 1.1 The meanings of the terms used in this deed are set out below.

Term	Meaning
Fund	Thompson Street Superannuation Fund, particulars of which are set out in Schedule 1 of the Annexure
Provisions	all of the provisions, clauses, rules, schedules and annexures in the Trust Deed
Trust Deed	the trust deed for the Fund, particulars of which are set out in Schedule 1 of the Annexure

Construction

- 1.2 In this deed:
- (a) words in the singular include the plural and vice versa;
 - (b) words indicating any gender indicate the appropriate gender;



- (c) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (d) references to any document (including this deed) include references to the document as amended, consolidated, supplemented, novated or replaced;
- (e) a reference to a statute includes a reference to all enactments amending or consolidating the statute and to an enactment substituted for the statute and any subordinate legislation, including regulations;
- (f) the Schedules and Annexure form part of this deed; and
- (g) headings are included for convenience only and do not affect interpretation of this deed.

2. VARIATION

- 2.1 The Retiring Trustees declare that the Trust Deed is varied by deleting the Provisions and replacing them with those in the Annexure as from the date of this deed.
- 2.2 This deed is not intended to and does not change the terms of any pension being paid from the Fund that commenced before the date of this deed.
- 2.3 Any nomination that is binding on the trustee immediately before this deed is still binding on the trustee.
- 2.4 The Member approves the variation of the Trust Deed as set out in this deed.
- 2.5 The New Trustee acknowledges the variation of the Trust Deed as set out in this deed.

3. RETIREMENT AND APPOINTMENT

- 3.1 The Retiring Trustees resign as the trustees of the Fund from the date of this deed.
- 3.2 The Member:
 - (a) accepts the retirement of the Retiring Trustees;
 - (b) acknowledges that the signing of this deed by the Retiring Trustees is sufficient notice in writing of the resignation under clause 14.4(a) of the Trust Deed as varied by this deed; and
 - (c) appoints the New Trustee as the trustee of the Fund under the Trust Deed as varied by this deed from the date of this deed.
- 3.3 The New Trustee agrees to act as the trustee and acknowledges that the Fund is a regulated superannuation fund under the *Superannuation Industry (Supervision) Act 1993 (Cth)*.



4. DISCHARGE OF RETIRING TRUSTEES

The Retiring Trustees are discharged from further performing their obligations as the trustees from the date of this deed.

5. COVENANTS

- 5.1 Subject to the Trust Deed, the New Trustee agrees to discharge any liability incurred by the Retiring Trustees in their capacity as the trustees from the assets of the Fund.
- 5.2 The Retiring Trustees agree to do anything necessary to transfer legal title of the Fund assets to the New Trustee and to enable the New Trustee to carry out its duties as the trustee.

6. GENERAL

Governing law

- 6.1 This deed will be governed and construed in accordance with the laws of the state or territory of the Commonwealth of Australia in which the deed is executed.

Severability

- 6.2 If any part of this deed is invalid or unenforceable, that part will (if possible) be read down to the extent necessary to avoid the invalidity or unenforceability, or alternatively will be deemed deleted; and this deed will remain otherwise in full force.

No merger

- 6.3 The rights and obligations of the parties contained in this deed will not be extinguished by or upon completion.



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ANNEXURE

1. ESTABLISHMENT

The Fund was established on the Date of Establishment of the Fund specified in Schedule 1.

2. DIVISIONS

Division A of this deed deals with the management and administration of the Fund and Division B deals with the Benefits payable from the Fund.

3. COVENANTS

The Trustee covenants that it will perform and observe the covenants, trusts, and conditions of this deed.

DIVISION A

4. INTERPRETATION - DEFINITIONS

The meanings of the terms used in this deed are set out below.

Term	Meaning
Accumulation Account	the account established on behalf of each Member or Beneficiary in respect of each Class of which the person is a member
Annuity	the same meaning as in section 10 of the SIS Act
Beneficiary	a person presently and absolutely entitled to receive a Benefit including a Pensioner
Benefit	any amount that is payable out of the Fund to or in respect of a Member
Benefit Entitlement	any amount held in the Fund that may become payable to a person but to which the person has not become absolutely and indefeasibly entitled
Child Maintenance Trust	a trust, the only beneficiaries of which are prescribed persons for the purpose of section 102AC of the <i>Income Tax Assessment Act 1936</i> (Cth) and that complies with the requirements in that section
Commissioner	as the case requires, the Commissioner of Taxation, Australian Prudential Regulation Authority or other regulatory body having responsibility for administration of the Relevant Requirements in relation to the Fund
Complying	a complying superannuation fund pursuant to the Relevant



Term	Meaning
Superannuation Fund	Requirements
Condition of Release	the same meaning as in regulation 6.01 of the SIS Regulations
Constitutional Corporation	the same meaning as in section 10 of the SIS Act
Contribution Splitting Request	a valid application by a Member under regulation 6.44 of the SIS Regulations
Contributions	gross payments to the Fund in respect of Members prior to the withdrawal of any Taxation payable in respect of those Contributions, and for the purposes of this definition, payments includes the transfer of an asset that is intended by the transferee to be a contribution
Dependant	in relation to a Member or former Member includes a dependant as defined in section 10 of the SIS Act
Eligible Rollover Fund	the same meaning as in section 242 of the SIS Act
Employee	a person employed by an Employer and any person for whom an employer must make a superannuation contribution in order to avoid liability for the superannuation guarantee charge under the <i>Superannuation Guarantee (Administration) Act 1992</i>
Employer	any person, firm or corporation who employs a Member and who is permitted to make Contributions to the Fund
Forfeiture Account	the account established pursuant to clause 26
Fund	the Fund established by this deed
Fund Year	a period of 12 months ending on 30 June, or any other period nominated by the Trustee
Gainful Employment	in relation to a Member means engagement in any business, trade, profession, vocation, calling, occupation or employment for gain to the extent required by the Relevant Requirements
Member	a person who has been accepted as a Member of the Fund and who has not ceased to be a Member
Nominated Dependant	a person nominated by a Member as the Nominated Dependant and may include the legal personal representative of the Member
non-commutable allocated pension	the same meaning as in regulation 6.01(2) of the SIS Regulations
non-commutable pension	the same meaning as in regulation 6.01(2) of the SIS Regulations



Term	Meaning
Normal Retirement Age	the age of 65 years or any other age over 54 years as is acceptable to or required by the Commissioner or the Relevant Requirements and as the Trustee may determine
Pension	a Benefit paid in accordance with the Pension Conditions
Pensioner	<p>(a) a Member who has applied to receive some or all of the Benefits payable to the Member as a Pension in accordance with this deed</p> <p>(b) a person in receipt of a Pension from the Fund (including a Reversionary Beneficiary in receipt of a Pension)</p>
Pension Account	the account established in respect of a Pensioner in accordance with clause 27.2
Pension Conditions	the operating standards contained in regulation 1.06 of the SIS Regulations and any other provisions of the Relevant Requirements necessary for the Fund to pay a Pension or superannuation income stream for the purposes of the Relevant Requirements
Pension Reserve Account	the account established in respect of a Pensioner in accordance with clause 27.5
Policy	any policy of assurance including a policy on the life of a Member for endowment, term, disablement, accident or sickness insurance
Preservation Age	the same meaning as in regulation 1.06(2) of the SIS Regulations
Preserved Payment	a payment made to the Fund or a transfer from a Rollover Fund that must be preserved under the Relevant Requirements
Preserved Payment Benefit	a benefit arising from a Preserved Payment or any other amount that is included in a Member's preserved benefits under the Relevant Requirements
Registrable Superannuation Entity	the same meaning as in the SIS Act
Regulated Fund	a regulated superannuation fund as defined in section 19 of the SIS Act
Relevant Requirements	any requirements (including the provisions of the SIS Act) that the Trustee or the deed must comply with to avoid a contravention of the requirements or in order for the Fund to qualify for concessional Taxation treatment as a Complying Superannuation Fund, and includes Part VIIIA of the <i>Family Law Act 1975</i> and the <i>Family Law (Superannuation) Regulations 2001</i>
Restricted Non-Preserved Benefit	in respect of a Member means an amount determined in accordance with regulation 6.08 of the SIS Regulations



Term	Meaning
Reversionary Beneficiary	a Dependant nominated by a Pensioner as a reversionary beneficiary and, in default of a nomination by the Pensioner where appropriate for the particular form of pension concerned, a Dependant nominated by the Trustee who is eligible to receive a Benefit upon the death of a Pensioner
Rollover Fund	any other fund or benefit arrangement into which or from which assets can be transferred without causing the Fund to be in breach of the Relevant Requirements
Rollover Payment	any payment made or received by the Trustee in circumstances that satisfy the Relevant Requirements to or from any Rollover Fund
SIS Act	the <i>Superannuation Industry (Supervision) Act 1993</i> and any regulations pursuant to it
SIS Regulations	the regulations made under the SIS Act
Spouse	includes a spouse as defined in section 10 of the SIS Act, and where there is more than one such person the Trustee may determine which is considered to be the Spouse
Tax Act	the <i>Income Tax Assessment Act 1936</i> , the <i>Income Tax Assessment Act 1997</i> and any regulations pursuant to those acts
Tax Saving Amount	the total amount that the Trustee must pay to Beneficiaries in order to claim a deduction for the amount calculated in accordance with section 295-485 of the Tax Act following the death of a Member
Taxation	includes any tax, surcharge, levy, impost or duty payable by the Trustee in respect of income, Contributions, capital gains, benefits or any transaction entered into by the Trustee
Total and Permanent Disablement	<p>(a) with respect to any potential benefit payable out of the proceeds of any insurance Policy effected by the Trustee in respect of the Member and in force at the time of the Total and Permanent Disablement of the Member, the definition contained in that Policy</p> <p>(b) if there is no such Policy (or in any case, for any potential benefit payable on Total and Permanent Disablement other than proceeds of an insurance Policy) then Total and Permanent Disablement in relation to a Member means permanent incapacity for the purposes of payment of benefits under the Relevant Requirements</p> <p>The expression Totally and Permanently Disabled has a corresponding meaning.</p>
Transition to Retirement Income Stream	one that meets the rules in paragraph (b) of the definition of transition to retirement income stream in regulation 6.01(2) of the SIS Regulations



Term	Meaning
Trustee	the Trustee or Trustees for the time being of the Fund
Unrestricted Non-Preserved Benefit	in respect of a Member an amount determined in accordance with regulation 6.10 of the SIS Regulations

5. INTERPRETATION - GENERAL

Fund subject to Relevant Requirements

5.1 This deed is to be read and construed on the basis that:

- (a) the provisions of the Relevant Requirements are incorporated in the deed to the extent they are required to be incorporated in order for the Fund to be a Complying Superannuation Fund;
- (b) the Trustee may do or refuse to do anything that may be necessary to comply with the Relevant Requirements even if the action or refusal may be in conflict with any provisions of this deed; and
- (c) if there is an inconsistency between the express provisions of this deed and the provisions of the Relevant Requirements incorporated into this deed, the provisions of the incorporated Relevant Requirements prevail.

Rights of Members

5.2 The provisions of this deed do not affect the right of a Member or the personal representative of a Member or any other person to claim compensation or damages in circumstances where the Member is injured or dies as a result of an event in the course of the employment of the Member.

Severability

5.3 If any part of this deed is invalid or unenforceable, that part will (if possible) be read down to the extent necessary to avoid the invalidity or unenforceability, or alternatively will be deemed deleted; and this deed will remain otherwise in full force.

Members' rights and powers

5.4 Any power or right given to a Member, a Pensioner or Beneficiary in this deed (including, without limiting this clause, powers and rights given to a Member under clauses 10 and 14) can be exercised by:

- (a) if the person has died, the legal personal representative of the person, and if more than one, jointly;
- (b) if the person is under a legal disability, the trustee of the estate of the person, or any person who holds an enduring power of attorney from the person (in accordance with the terms of the appointment); and
- (c) any person who holds an enduring power of attorney from the person (in accordance with the terms of the appointment)



Construction

5.5 In this deed:

- (a) words in the singular include the plural and vice versa;
- (b) words indicating any gender indicate the appropriate gender;
- (c) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (d) a reference to a person is to be construed as a reference to an individual, body corporate, unincorporated association, partnership, joint venture or government body;
- (e) references to any document (including this deed) include references to the document as amended, consolidated, supplemented, novated or replaced;
- (f) a reference to a statute includes a reference to or citation of all enactments amending or consolidating the statute and to an enactment substituted for the statute;
- (g) monetary references are references to Australian currency;
- (h) the Schedule and Annexures form part of this deed; and
- (i) headings are included for convenience only and do not affect interpretation of this deed.

Reference to a party

- 5.6 Any reference to a party in this deed includes, and any obligation or benefit under this deed will bind or take effect for the benefit of, that party's executors, administrators, successors in title and assigns.

6. EMPLOYER'S AND TRUSTEE'S POWERS

Employer's power

- 6.1 Nothing in this deed affects the powers of an Employer with regard to the terms of employment or dismissal of an Employee. The existence or cessation of any actual or prospective Benefit under the Fund will not be grounds for claiming or increasing damages in any action brought against an Employer in respect of any termination of employment or otherwise.

Exercise of discretions

6.2 Despite anything to the contrary in this deed:

- (a) in exercising its powers the Trustee is not subject to the direction of any other person except where the Relevant Requirements permit. If any provisions of this deed would permit a person to give a direction to the Trustee in circumstances prohibited by the Relevant Requirements, the Trustee may disregard any such direction;
- (b) if a discretion under this deed may be exercised by a person other than the Trustee, that discretion must not be exercised without the consent of the Trustee except in circumstances not prohibited by the Relevant Requirements.



7. PROPER LAW

This deed will be governed and construed in accordance with the laws of the state or territory of the Commonwealth of Australia in which the deed is signed.

8. MEMBERSHIP OF FUND

Application for membership

- 8.1 Any person may apply to become a Member by completing an application for membership.
- 8.2 If an application for membership is not provided, the payment of a Contribution in respect of a person is deemed to constitute the receipt of an application for membership in respect of that person.

Admission to membership

- 8.3 Subject to clause 8.6, a Member is deemed to have joined the Fund on the date the completed application for membership is received or deemed to have been received or any other date determined by the Trustee.
- 8.4 The Trustee may impose conditions on a person's admission as a Member and may vary the conditions at any time.
- 8.5 Upon admission to membership the Member will be bound by this deed in all respects as if the Member were an original party to the deed.
- 8.6 The Trustee has a discretion as to whether an application for membership is accepted. If the Trustee does not accept a person as a Member, the Trustee must notify the person of that decision as soon as possible.
- 8.7 The Trustee must not admit any person as a Member if it may in the reasonable opinion of the Trustee result in the Fund becoming a public offer superannuation fund for the purposes of the Relevant Requirements, or make the Trustee a Registrable Superannuation Entity.

Cessation of membership

- 8.8 A person ceases to be a Member upon the earliest to occur of the following:
- (a) the date upon which all the Member's Benefits are paid;
 - (b) the date the death Benefit for the Member commences to be payable;
 - (c) the commencement of the payment to the Member of a Pension or the purchase of an Annuity for the Member, (in relation to which Pension or Annuity that person is now referred to as a Pensioner) that constitutes the whole of the Member's Benefit; or
 - (d) any other date as the Trustee reasonably determines.
- 8.9 For the purposes of clarity, although a person ceases to be a Member when a pension is commenced, they then become a Pensioner with rights that are appropriate for a Pensioner.

9. MEMBERSHIP NOTIFICATION REQUIREMENTS

The Trustee must provide to Members, former Members, Beneficiaries and the Commissioner on an annual basis and all other occasions required by the Relevant Requirements any information that is required by the Relevant Requirements.



10. MEETINGS OF MEMBERS

Notice

10.1 At least one-half of the Members may call a meeting by giving notice in writing to the Trustee.

Meeting date

10.2 The Trustee must convene a meeting of Members within 14 days of receiving the request and must send a notice of the meeting to each Member.

Trustee convening meeting

10.3 The Trustee may at any time convene a meeting of Members by notice in writing at least 10 days before the meeting.

Chairperson

10.4 The Members present at the meeting may appoint a chairperson. If the Members do not appoint a chairperson the Trustee may appoint a chairperson provided that the appointment does not breach the Relevant Requirements.

Quorum

10.5 A quorum for the meeting is at least 25% of the Members of the Fund.

Voting

10.6 Each Member is entitled to one vote with the chairperson being given a casting vote.

Notice from Members

10.7 If the Members are required to give notice to the Trustee under any provisions of this deed a notice signed by the chairperson of any meeting of Members certifying that a matter has been agreed to by a majority of Members is considered to be a notice from a majority of Members.

Member includes Pensioner

10.8 For the purposes of this clause 10, Member includes a Pensioner.

11. FUND RECORDS

Records and accounts to be kept

11.1 The Trustee must keep and maintain appropriate minutes and other records and documents required by the Relevant Requirements.

Audit

11.2 The financial statements and other relevant records must be audited annually or at any other times required by the Relevant Requirements.

Trust deed

11.3 A copy of this deed must be made available for inspection as required by the Relevant Requirements.



Information for Trustee

11.4 When requested by the Trustee a person who is a Member, Pensioner or Beneficiary must provide all information in its power or possession that may in the opinion of the Trustee be necessary or expedient for the management and administration of the Fund.

Disclosure and reporting requirements

11.5 The Trustee must provide to Employers, Members and former Members and the Commissioner any information reports and returns in relation to the Fund required by the Relevant Requirements.

11.6 The Trustee may provide the Tax File Numbers of the Members, Pensioners and Beneficiaries of the Fund to any person where the Trustee has or reasonably believes it has the consent of the relevant person to the disclosure or is required or allowed to do so by law.

12. ACCUMULATION ACCOUNTS

Separate Member accounts

12.1 The Trustee must establish an Accumulation Account in respect of each Member or Beneficiary but not a person who is only a Pensioner.

Credits

12.2 The Trustee must credit the following amounts to the relevant Accumulation Account as appropriate:

- (a) any amount paid into the Fund in respect of the Member;
- (b) the proceeds of any Policy or Annuity effected by the Trustee that the Trustee considers it appropriate to credit;
- (c) any positive earnings as are determined by the Trustee;
- (d) any amounts transferred from the Pension Account of a Member or Beneficiary;
- (e) any other amount to be transferred under the Relevant Requirements to a person who is already a Member, or becoming a Member, from another Member's Benefit Entitlement;
- (f) an amount to be transferred to the Accumulation Account of the Member from the Accumulation Account of the Member's Spouse pursuant to a Contribution Splitting Request accepted by the Trustee; and
- (g) any other amounts as the Trustee from time to time determines.

Debits

12.3 The Trustee must debit the following amounts to the relevant Accumulation Account as appropriate:

- (a) any amount paid out of the Fund in respect of the Member or Beneficiary from an Accumulation Account;
- (b) the costs of any Policy or Annuity effected by the Trustee that the Trustee considers it appropriate to debit subject to clause 12.5;



- (c) a proportion of any Taxation payable in respect of Contributions or earnings of the Fund credited to the Accumulation Account or arising as a result of a Rollover Payment as the Trustee determines;
- (d) any part of the costs and expenses incurred under clause 19 as the Trustee determines;
- (e) the amount of any lien exercised pursuant to this deed;
- (f) any amount forfeited pursuant to this deed;
- (g) any negative earnings as determined by the Trustee in accordance with this deed;
- (h) any moneys paid in respect of the Trustee's indemnity;
- (i) any amount transferred to the Pension Reserve Account or the Member's Pension Account as the Trustee considers necessary to pay the Member a Pension under clause 28;
- (j) any other amount to be paid or transferred under the Relevant Requirements to a person other than the Member from the Member's Benefit Entitlement;
- (k) the amount specified by the Member in a Contribution Splitting Request accepted by the Trustee; and
- (l) any other amounts the Trustee from time to time determines.

Income Account

12.4 The Trustee must establish an Income Account for the Fund. The Trustee must credit the Income Account, subject to clause 12.18 and clause 12.10, with the following:

- (a) all income and profits of the Fund;
- (b) credits arising out of adjustments pursuant to clause 12.16;
- (c) any amount transferred from a Reserve Account pursuant to clause 12.11;
- (d) the proceeds of any Policy effected by the Trustee where the Trustee determines that it should not be credited to an Accumulation Account, a Pension Account or the Pension Reserve Account; and
- (e) any other amounts that the Trustee from time to time determines.

12.5 The Trustee must debit the Income Account, subject to clause 12.18 and clause 12.10, with the following:

- (a) any loss sustained on the disposal of any investments of the Fund;
- (b) any costs or charges incurred pursuant to clause 19 that are not debited to an Accumulation Account;
- (c) any debits arising out of adjustments pursuant to clause 12.16;
- (d) the cost of any Policy effected by the Trustee where the Trustee determines that it should not be debited to an Accumulation Account, a Pension Account or the Pension Reserve Account;
- (e) any deficiency arising from a valuation of the Fund;



- (f) any amount payable or that may become payable by way of Taxation in respect of the Contributions and the income and profits of the Fund that are not debited to an Accumulation Account as the Trustee determines to be equitable;
 - (g) any income transferred to a Reserve Account;
 - (h) any income transferred to an Accumulation Account, Pension Account or the Pension Reserve Account; and
 - (i) any other amounts that the Trustee from time to time determines.
- 12.6 At the end of each Fund Year the Trustee must determine the fund earning rate and calculate the amount available for distribution.
- 12.7 Before allocating any portion of the amount available for distribution the Trustee may transfer a portion of the amount to any of the Reserve Accounts.
- 12.8 Subject to clause 12.18, the Trustee must allocate the earnings of the Fund available for distribution after any transfer to Reserve Accounts to each Accumulation Account and Pension Account and the Pension Reserve Account in proportion to the amounts standing to the credit of that account at the beginning of the relevant Fund Year, appropriate adjustments being made for amounts credited or debited to each Account since that date, or in any other way the Trustee in its discretion determines.
- 12.9 If the Trustee is required to establish a fund earning rate in respect of a portion of a Fund Year or before the fund earning rate has been or can be established for a full Fund Year, the Trustee must determine that rate in accordance with the Relevant Requirements on a basis that the Trustee considers to be equitable.
- 12.10 The Trustee may determine to credit the amounts in clause 12.4 or debit the amounts in clause 12.5 or debit or credit any amount that this deed requires to be transferred to or from the Income Account directly to any Accumulation Account and/or Pension Account and/or the Pension Reserve Account and/or Reserve rather than to the Income Account.

Reserve Account

- 12.11 The Trustee may establish one or more Reserve Accounts and may transfer amounts from:
- (a) the Income Account pursuant to clause 12.4; or
 - (b) a Member's Accumulation Account pursuant to clause 27.2; or
 - (c) the Pension Reserve Account pursuant to clause 27.7; or
 - (d) one Reserve Account to another; or
 - (e) Contributions made to the Fund before allocation to a Member.
- 12.12 Funds in a Reserve Account do not form part of any Accumulation Account.
- 12.13 The Trustee must credit any income derived on funds held in a Reserve Account back to that Reserve Account.
- 12.14 The purpose of a Reserve Account must be determined when it is established, and may include the following:
- (a) to stabilise the investment earnings of the Fund in accordance with its reserving policy;

- (b) to provide for contingencies including the supplementation of the fund earning rate and/or to secure payment of any Pension.

12.15 The Trustee may deal with any part of the balance in a Reserve Account as it considers fit, including:

- (a) transferring it to an Accumulation Account or Pension Account;
- (b) treating the Reserve Account in accordance with clause 26 as if the Reserve Account was the Forfeiture Account;
- (c) transferring it to the Pension Reserve Account; or
- (d) debiting it with any Taxation payable or any other cost or expense incurred in the management or administration of the Fund.

Adjustments

12.16 In determining the amount standing to the credit of an Accumulation Account or Pension Account at the time a Benefit is calculated the Trustee must make an adjustment reflecting the fund earning rate that it considers equitable.

Specific investments

12.17 If the Trustee undertakes to invest separately in respect of certain Members or Beneficiaries in accordance with clause 15.6, the Trustee must record on whose behalf the specific investments are made for the purposes of determining the allocation to Accumulation Accounts, Pension Accounts and the Pension Reserve Account.

12.18 The profits and losses arising from specific investments and any Taxation or charges applicable to them must be allocated directly to the relevant Accumulation Account or Pension Account or Pension Reserve Account (and not to the Income Account).

Contribution Splitting Request

12.19 The Trustee can choose not to accept a Contribution Splitting Request in whole or in part in its absolute discretion.

12.20 Despite clauses 12.2(f) and 12.3(k), the Trustee must not accept a Contribution Splitting Request if it does not comply with the Relevant Requirements.

12.21 The Trustee may after accepting a Contribution Splitting Request reduce the Accumulation Account of a Member under clause 12.2(f) and then roll over or transfer the appropriate amount to a Rollover Fund for the Member's Spouse, or otherwise deal with the amount as allowed under the Relevant Requirements.

13. VALUATION

The Trustee may have the assets of the Fund valued whenever it considers it appropriate (and must do so if the Commissioner or the Relevant Requirements require). After the valuation, the Trustee must determine whether there is a surplus or deficiency and whether it is equitable to transfer the surplus or deficiency to the Income Account.

14. FUND TRUSTEE - APPOINTMENT, VACANCY AND REMOVAL

Trustee criteria

14.1 The appointment, removal and composition of the Trustee is governed by this deed unless the Relevant Requirements otherwise provide.

Eligibility for Trustee

14.2 The Trustee of the Fund must be a Constitutional Corporation, and must be:

- (a) a Trustee that satisfies or is permissible under the Relevant Requirements; or
- (b) a Trustee approved by the Commissioner.

Appointment of Trustee

14.3 The majority of Members, subject to the other provisions of this clause, determine who acts as the Trustee, and may appoint a new or additional trustee by deed or notice in writing.

Change of Trustee

14.4 A Constitutional Corporation immediately ceases to act as a Trustee if:

- (a) it resigns by instrument in writing;
- (b) the Trustee is disqualified from holding office by operation of law;
- (c) it is wound up or placed in receivership; or
- (d) a majority of Members resolve to terminate the appointment of the Trustee.

Member may be Director of Trustee

14.5 A Director, officer or employee of a Trustee that is a Constitutional Corporation is not disqualified from being a Member of the Fund merely because of that role.

Confirmation of discharge of retiring Trustee

14.6 Despite any rule of law or legislative provisions to the contrary, a person who retires or is removed as Trustee or a co-Trustee of the Fund in accordance with the provisions of this deed is discharged from the trusts contained in this deed as from the date of retirement or removal provided that there is at least one continuing Trustee.

Member includes Pensioner

14.7 For the purposes of this clause 14, Member includes a Pensioner.

15. TRUSTEE'S INVESTMENT POWERS

Investment policy and strategy

15.1 The Trustee must formulate the investment strategy of the Fund and determine a policy to give effect to that strategy.



Authorised investments

15.2 The assets of the Fund may be invested in any of the following investments:

- (a) any investment being authorised by the laws of the Commonwealth of Australia or any State or Territory for the investment of trust funds;
- (b) the purchase or acquisition of shares, stocks, debentures, notes, bonds, mortgages (including a second or subsequent mortgage), options or other similar securities;
- (c) on deposit with any bank, building society, credit co-operative, trustee company or other similar financial institution whether secured or unsecured and on such terms as the Trustee determines;
- (d) on deposit with or on loan to any Employer or any other person or organisation with or without security on any terms the Trustee considers reasonable;
- (e) any Policy or Annuity;
- (f) the purchase, acquisition or leasing of any real or personal property, including statutory licences;
- (g) the acquisition of any unit or sub-unit in unit trusts;
- (h) a loan or other financial assistance using resources of the Fund to any Member or any relative or associated entity of a Member to the extent authorised by the Relevant Requirements;
- (i) any other investments that the Trustee considers appropriate and that do not infringe the Relevant Requirements.

Power to sell and vary investments

15.3 The Trustee, in its absolute discretion, has the power to:

- (a) retain any investments in that form; or
- (b) sell or convert into money any investments for cash or on such other terms the Trustee thinks fit (including to allow a purchaser any time for payment of the whole or part of the purchase price with or without interest and with or without security); and
- (c) vary or transpose any investments into other investments authorised by this deed.

Interest of Trustee in investment

15.4 Subject to clause 15.5, the Trustee and any Director may make or vary any investment even if the Trustee or Director may have a direct or indirect interest in the investment or may benefit directly or indirectly from it.

15.5 The Trustee and any Director must disclose details of the interest in an investment to which clause 15.4 applies in any manner prescribed under the Corporations Act and the Relevant Requirements.

Specific investments

15.6 The Trustee may invest separately in respect of certain Members or Beneficiaries or certain classes of Members or Beneficiaries.



- 15.7 A Member or Beneficiary may request the Trustee to make a specific investment (investment request) that will authorise the Trustee to make a specific investment in accordance with that request of all or any part of the Accumulation Account or the Pension Account of the Member or Beneficiary.
- 15.8 The Trustee may approve or reject the investment request of the Member or Beneficiary, and will inform the person of its decision. The Trustee at all times retains the overriding discretion to accept or reject any investment request.

16. TRUSTEE'S POWERS OF MANAGEMENT

Additional powers

- 16.1 In addition to the powers that it might otherwise have at law or under this deed, the Trustee has the following powers:
- (a) to settle, compromise or submit to arbitration any claims, or matters relating to this deed or to the rights of Members, former Members or Beneficiaries;
 - (b) to commence, carry on or defend legal proceedings;
 - (c) to open and operate accounts with banks and other financial institutions;
 - (d) to borrow money or raise financial accommodation in any lawful manner (which will form part of the Fund) including by drawing, endorsing, accepting or otherwise dealing in any bill of exchange, promissory note or other negotiable instrument and to assign, pledge, mortgage or charge any asset of the Fund as security for any such financial accommodation in any manner and upon such terms and conditions (including with or without interest, which will constitute a proper outgoing of the Fund) that the Trustee considers appropriate unless this would constitute a contravention of the Relevant Requirements;
 - (e) to enter into any agreement, instrument or transaction that is, or that evidences, a derivatives transaction that is an interest rate swap transaction, basic swap, forward rate transaction, commodity swap, interest rate option, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, current option or any other similar transaction or any combination of these transactions that the Trustee considers appropriate unless this would constitute a contravention of the Relevant Requirements;
 - (f) to insure or reinsure any risks, contingencies or liabilities of the Fund;
 - (g) to underwrite any risks, contingencies or liabilities under any superannuation arrangement conducted by any Employer where there is an agreement for a transfer of Employees to the Fund;
 - (h) to purchase an Annuity to provide all or a part of the Pension payable in respect of a Member;
 - (i) to retain the services of professional or other advisers and consultants;
 - (j) to pay out of the Fund all costs, expenses and outgoings (including Taxation) of and incidental to the management and administration of the Fund and to pay out of the Fund the Trustee's professional fees (if any);
 - (k) to indemnify anyone in respect of any claims, matters or things relating to the Fund or to the rights of Members, former Members or Beneficiaries in respect of the Fund;

- (l) to provide a full or partial release to anyone in respect of any matters that have arisen or may arise as a result of an association, involvement or membership of the Fund by that person;
- (m) to insure any liability of the Trustee or any Directors or officers of the Trustee or the liability of the Fund to indemnify or reimburse the Trustee or its Directors or officers pursuant to clause 18;
- (n) to permit any asset of the Fund to be held or registered in the name of any nominee of the Trustee (subject to any restrictions contained in the Relevant Requirements);
- (o) to deal with itself in different capacities;
- (p) to sell, transfer, hire, lease or dispose of any real or personal property of the Fund, whether at a profit or not;
- (q) to buy, transfer, acquire, hire to lease any property;
- (r) to grant or take any put or call option for the purchase of any real or personal property of the Fund, whether the sale occurring on exercise of such option will be at a profit or not;
- (s) to purchase, take on lease or licence, develop, construct, hold, improve, sell, transfer, convey, surrender, lease, licence or otherwise deal with any real property and, without limiting the generality of this rule, to develop any commercial or retail premises and hold or sell, transfer, convey, surrender, lease or licence such premises;
- (t) to carry on any business that the Trustee considers appropriate unless this would constitute a contravention of the Relevant Requirements;
- (u) generally to do anything the Trustee considers appropriate for the administration, maintenance and preservation of the Fund; and
- (v) to do anything incidental to the exercise of any of the powers as set out in this deed.

Exercise of Trustee powers

16.2 All the powers and discretions conferred upon the Trustee or any Director by this deed or by law may be exercised even if the Trustee, any Director or shareholder of the Trustee or any relative of the Trustee or Director or shareholder of the Trustee may have a direct, indirect or personal interest (whether as a shareholder, director, member or partner of any company, organisation or partnership) in the manner or result of exercising the power or discretion or may benefit directly or indirectly as a result of the exercise of the power or discretion and notwithstanding that the Trustee may be the sole Trustee.

Trustee discretion

16.3 Subject to clauses 29.3 and 31.2, the Trustee has an absolute and uncontrolled discretion as to the exercise and the manner, mode and timing of exercise of the trusts, authorities, powers and discretions conferred on it by this deed.

Trustee may delegate

16.4 The Trustee may delegate to any person or company any of the Trustee's powers or discretions in its absolute discretion unless this would constitute a contravention of the Relevant Requirements.



- 16.5 The power to delegate includes the power to appoint a delegate as its attorney either in a general or limited capacity and to execute any powers of attorney or other instruments necessary for such purpose.

17. DUTIES AND LIABILITIES OF TRUSTEE

Limitation of liability of Trustee

- 17.1 Neither the Trustee nor any of its Directors will be liable for anything done or omitted to be done in relation to the Fund except in the case of dishonesty, fraud or other intentional or reckless neglect on its part.

Member inquiries and complaints

- 17.2 If required by the Relevant Requirements, the Trustee must establish and take all reasonable steps to ensure that, at all times, there are in force arrangements under which Members and Beneficiaries may make inquiries and complaints in relation to the Fund.

18. INDEMNITY OF TRUSTEE

Indemnity and lien

- 18.1 The Trustee and its Directors will be indemnified out of the Fund against all liabilities incurred by it or them in the exercise or purported exercise or attempted exercise of the trusts, powers, authorities and discretions vested in them pursuant to this deed or at law.
- 18.2 The Trustee will have a lien on and may use the money representing the assets of the Fund for the purposes of this indemnity provided that the exercise of any lien does not contravene the Relevant Requirements.

Payments in good faith

- 18.3 This indemnity extends to any payments made in good faith to any person whom the Trustee bona fide believes to be entitled to the payment although it may be subsequently found that the person was not in fact so entitled.

Opinion or advice

- 18.4 This indemnity extends to circumstances where the Trustee acts upon the opinion or advice of lawyers who are instructed by the Trustee or any bankers, accountants, brokers, investment advisers or other persons believed by the Trustee to be expert in relation to the matters upon which they are consulted.

Failure to carry out agreement

- 18.5 This indemnity extends to circumstances where any person breaches or fails to carry out any agreement made with the Trustee.

19. REMUNERATION OF TRUSTEE

Fees

- 19.1 The Trustee may charge professional fees for its services as Trustee except where this is not permitted by the Relevant Requirements.



Determination of fees

19.2 The fees charged (if any) by the Trustee will be determined at the commencement of each Fund Year. Prior notice of any proposed changes will be provided by the Trustee to the Members.

Reimbursement

- 19.3 The Trustee is entitled to reimbursement from the Fund for and in respect of expenses properly incurred in carrying out its duties including:
- (a) all costs and expenses incurred in connection with the acquisition and disposal of or other dealings with investments of the Fund;
 - (b) fees and expenses of the service providers and consultants engaged by the Trustee;
 - (c) all Taxation payable by the Trustee in connection with the Fund;
 - (d) all fees, wages and expenses of any employees or agents employed by the Trustee;
 - (e) any administrative costs charged in relation to the Fund; and
 - (f) any expenses in connection with the maintenance of accounting records and the preparation and distribution of any accounting, taxation or other reports or notices.

20. APPOINTMENT OF SERVICE PROVIDERS

Actuary and auditor

20.1 The Trustee must if necessary appoint:

- (a) an actuary;
- (b) an auditor who is appropriately qualified according to any criteria specified by the Relevant Requirements.

Administration manager

20.2 The Trustee may appoint an administration manager to provide fund administration services to the Trustee on terms that the Trustee considers appropriate.

Investment manager

20.3 The Trustee may appoint in writing one or more companies (or individuals where not prohibited by the Relevant Requirements) to act as investment managers for the Fund on such terms as the Trustee determines provided that the appointment and the terms of the appointment are in accordance with the Relevant Requirements.

Custodian

20.4 The Trustee may appoint one or more companies (or individuals where not prohibited by the Relevant Requirements) to act as a custodian for the Fund, or any part of it, on terms and conditions the Trustee determines provided that the appointment and the terms of the appointment are in accordance with the Relevant Requirements.



21. ACTUARIAL INVESTIGATIONS

If an Actuary has been appointed, the Trustee may ask the Actuary for information or advice from time to time in accordance with the provisions of this deed but the Trustee is under no obligation to be bound by or to act upon the advice provided unless required by the Relevant Requirements.

22. CONTRIBUTIONS TO FUND

Contributions

22.1 The Trustee may accept any Contributions or other amounts from any person in respect of a Member that the Trustee is not prohibited from accepting under the Relevant Requirements subject to clause 22.3.

No obligation to contribute

22.2 In the absence of any agreement to the contrary, a person may contribute to the Fund in respect of a Member any amount in any manner and at such times as they in their absolute discretion determine, and no person is under any obligation to make a Contribution in respect of any Fund Year and a Member may remain a Member of the Fund notwithstanding a Contribution is not made in respect of that Member in respect of any Fund Year.

Limitation on acceptance of Contributions

22.3 The Trustee must not accept any Contribution by or in respect of a Member where the acceptance will (or may in the reasonable opinion of the Trustee) constitute a contravention of the Relevant Requirements or that may result in the Fund becoming a public offer fund, or make the Trustee a Registrable Superannuation Entity.

Ineligible Contributions

22.4 If the Trustee considers that Contributions have been accepted in breach of the Relevant Requirements, or the Trustee is required to refund Contributions under the Relevant Requirements, the Trustee must refund the Contributions (less any charge that an Insurer makes in respect of any extra cover provided in relation to those Contributions, reasonable administration expenses, any amount the Trustee is required to deduct under the Relevant Requirements and any amount the Trustee chooses to deduct that is allowed under the Relevant Requirements) and reduce the Benefits held for the Member to those that would have been held if the Contribution had not been made.

Allocating Contributions

22.5 The Trustee must allocate Contributions to Accumulation Accounts within the time allowed by the Relevant Requirements. The Trustee may credit Contributions received to a Reserve Account for the period between receiving them and allocating them to an Accumulation Account.

23. TRANSFERS TO AND FROM ROLLOVER FUNDS

Transfers to Rollover Funds

23.1 Where:

- (a) a Member joins or is eligible to join any Rollover Fund (the Other Fund) and the Member requests that any part of the Member's entitlement be transferred to the Other Fund; or



- (b) if the Trustee is otherwise permitted to transfer the entitlement to the Other Fund, including by way of a successor fund transfer under the Relevant Requirements,

the Trustee may pay or transfer to the trustee of the Other Fund an amount or investments of the Fund of equivalent value (the Transferred Amount) that reflects the relevant part of the Member's entitlement.

Effect and method of transfer out

- 23.2 The receipt of the Transferred Amount by the proper officer of the Other Fund is a complete discharge to the Trustee of all liabilities in respect of the Transferred Amount.
- 23.3 Upon the completion of a payment or transfer under this clause, all of the rights and interests of the relevant Member or Beneficiary under this deed in respect of the Transferred Amount are entirely extinguished.

Rollover

- 23.4 Where a Member or former Member wishes to effect a Rollover Payment in respect of all or any of the entitlement of that person in the Fund, that person must make a written request to the Trustee nominating the Rollover Fund and must provide any other details the Trustee requires.

Preserved Payment transfers

- 23.5 Where a Member or former Member has Preserved Payment Benefits in the Fund the Trustee must ensure that the provisions of the Other Fund require that the Preserved Payment Benefit must be preserved and vested in accordance with the Relevant Requirements.

Transfers from Rollover Funds

- 23.6 Where a Member is or was a member or a beneficiary under any other Rollover Fund the Trustee may take over any part of the assets of the Rollover Fund.
- 23.7 The Trustee holds any amounts transferred as part of the particular Member's Accumulation Account.
- 23.8 On any transfer from a Rollover Fund the amount of the transfer that represents a Member's Contributions is the amount as the trustee of the Rollover Fund certifies or, failing a certification by that trustee, the amount the Trustee considers to be fairly attributable to the contributions of that Member together with accrued earnings.

Overriding conditions on portability

- 23.9 Despite anything to the contrary in this deed, no payment or transfer can be accepted from or made to another Rollover Fund if, in the opinion of the Trustee, this would cause the Fund to be in breach of any of the Relevant Requirements.

Transfers to Eligible Rollover Fund

- 23.10 Despite anything to the contrary in this deed the Trustee may and, if required by the Relevant Requirements must, transfer the entitlement of a Member or Beneficiary to an Eligible Rollover Fund where such a transfer is permitted or required under the Relevant Requirements.

24. LIMITATION ON BENEFITS

Despite any other provision of this deed the Trustee must not pay out any Benefits to Members, the Dependants of Members or Beneficiaries where the payment could cause the Fund to become a non-complying fund.



25. MONEYS OWING TO FUND

Where a Member owes any money to the Trustee, the Trustee may debit an Accumulation Account of the Member for a sum equivalent to the amount owing provided it is permitted by the Relevant Requirements, and may retain the money in the Fund.

26. FORFEITURE OF BENEFITS

Accumulation Account residue

26.1 Any person who has been paid all Benefits that the Trustee considers should be paid to the person pursuant to this deed and who still has a residual amount standing to the credit of their Accumulation Account or Pension Account forfeits the amount, which is dealt with as a forfeited Benefit. Once the liability for all pensions being paid from the Pension Reserve Account has ceased, any further amount in the Pension Reserve Account is forfeited and is to be dealt with as a forfeited Benefit.

Forfeiture Account

26.2 The Trustee may establish a Forfeiture Account and transfer to it any amounts forfeited under this deed.

26.3 Any money held in the Forfeiture Account does not form part of any Accumulation Account or Pension Account or the Pension Reserve Account and income derived on the Forfeiture Account is credited back to the Forfeiture Account.

26.4 The Forfeiture Account may be applied in accordance with the remaining provisions of this clause.

Application of forfeited Benefits

26.5 The Trustee may pay or apply any amount in the Forfeiture Account:

- (a) to or for the benefit of a Member or Beneficiary or to the Dependants of a Member in whatever proportions the Trustee may determine;
- (b) to the legal personal representative of a deceased Member, or the trustee of the estate of a former Member;
- (c) to or for the benefit of other Members or their Dependants;
- (d) for the provision of additional Benefits for Members or Dependants;
- (e) to any Employers, provided that all procedures required by the Relevant Requirements have been complied with before the payment is made; or
- (f) for any other purpose approved by the Commissioner or permitted under the Relevant Requirements.

27. CONVERSION OF LUMP SUM TO PENSION

Application to convert to Pension

27.1 If requested by a Member or Beneficiary the Trustee may pay the person's Benefit (or any part of it) as a Pension. The Trustee must pay a Benefit as a Pension if required by this deed or the Relevant Requirements.



Establishment of Pension Account

27.2 Where the Trustee determines to pay any part of a Benefit as a Pension, it must establish a Pension Account and transfer to it the amount that the Trustee believes necessary to provide the Benefits as a Pension. The Trustee may also transfer an amount to a Reserve Account in relation to that Pension.

Operation of Pension Account

27.3 The Trustee must credit the following amounts to the Pension Account of a Pensioner:

- (a) any amount transferred into the account under clause 27.2;
- (b) any Rollover Payment that the Trustee considers it appropriate to credit;
- (c) the proceeds of any Policy or Annuity that the Trustee considers it appropriate to credit;
- (d) such earnings of the Fund as the Trustee determines to be equitable;
- (e) any amount transferred from a Reserve Account as the Trustee determines reasonable;
- (f) any amount received under clause 27.9 in relation to the Pensioner; and
- (g) any credit arising out of any adjustments made in accordance with clause 12.16.

27.4 The Trustee must debit the following amounts to the Pension Account of a Pensioner:

- (a) any amount transferred out of the Fund as a Rollover Payment that the Trustee considers it appropriate to debit;
- (b) any payments made to or in respect of the Pensioner or a Reversionary Beneficiary pursuant to this deed;
- (c) the costs of any Policy or Annuity that the Trustee considers it appropriate to debit;
- (d) such proportion of any Taxation in respect of the earnings of the Fund credited to the Pension Account or arising as a result of a Rollover Payment as the Trustee determines;
- (e) such of the amounts paid or incurred in accordance with clauses 18 or 19 as the Trustee considers equitable;
- (f) a proportion of any losses of the Fund as the Trustee considers equitable;
- (g) any amount transferred to the Accumulation Account of a Beneficiary;
- (h) if the Trustee is going to pay a Pension under clauses 28.10 to 28.13 or under 28.14 to 28.17, the amount transferred to the Pension Reserve Account;
- (i) any amount transferred to a Reserve Account;
- (j) any amount paid under clause 27.9 in respect of the Pensioner; and
- (k) any other amounts as the Trustee considers equitable.

Establishment and operation of Pension Reserve Account

27.5 If the Trustee is going to pay a Pension under clauses 28.10 to 28.13 or clauses 28.14 to 28.17, the Trustee must establish a Pension Reserve Account for the Fund.



27.6 The Trustee must credit the following amounts to the Pension Reserve Account:

- (a) any amount transferred into the account under clauses 28.12 or 28.16;
- (b) such earnings of the Fund as the Trustee determines to be equitable;
- (c) the proceeds of any Policy or Annuity that the Trustee considers it appropriate to credit;
- (d) any amount transferred from a Reserve Account as the Trustee determines reasonable; and
- (e) any credit arising out of any adjustments made in accordance with clause 12.16.

27.7 The Trustee must debit the following amounts to the Pension Reserve Account:

- (a) any payments made to or in respect of the Pensioner or a Reversionary Beneficiary pursuant to this deed;
- (b) such proportion of any Taxation in respect of the earnings of the Fund credited to the Pension Reserve Account as the Trustee determines;
- (c) the costs of any Policy or Annuity that the Trustee considers it appropriate to debit;
- (d) such of the amounts paid or incurred in accordance with clauses 18 or 19 as the Trustee considers equitable;
- (e) a proportion of any losses of the Fund as the Trustee considers equitable;
- (f) any amount transferred from the Pension Reserve Account under clause 12.11; and
- (g) any other amounts as the Trustee considers equitable.

Segregation of Pension assets

27.8 In relation to a Pension payable under this deed, the Trustee may:

- (a) segregate or set apart the assets that represent the Pension Account or the Pension Reserve Account for the sole purpose of enabling the discharge of the whole or part of the current or non-current liabilities in relation to the payment of Pensions as those liabilities fall due for payment; and
- (b) constitute the segregated assets as segregated current and non-current pension assets within the meaning of the Tax Act and obtain any certificates in relation to the adequacy of the assets segregated and set apart as the Trustee considers necessary for the purposes of the Tax Act or the Relevant Requirements.

Purchased Pension

27.9 The Trustee may purchase a Pension for a Member from an outside source from the balance in the Pension Account of the Member, or the Pension Reserve Account. Income from the Pension and any commuted amounts must be credited to the Member's Pension Account (if purchased from the balance in the Member's Pension Account), or to the Pension Reserve Account (if purchased from the Pension Reserve Account).

28. PENSION PAYMENT CONDITIONS

28.1 Where a Benefit is payable from the Fund as a Pension, the Trustee must choose which of the following conditions apply to the payment of the Pension. If the Trustee does not specifically



choose, then the conditions in clause 28.22 to 28.25 apply to the Pension. A reference in this clause to any regulations is to the SIS Regulations.

Allocated Pension (regulations 1.06(4) and 1.06(5))

- 28.2 The terms of payment of the Pension must comply with the limitations and requirements set out in regulations 1.06(4), 1.06(5) and 1.07A and any other provisions of the Relevant Requirements from time to time that relate to a Pension intended to be a Pension paid in accordance with regulation 1.06(4) as if those provisions were incorporated into this deed.
- 28.3 The terms of the Pension may include any other terms permitted under the Relevant Requirements for this type of Pension.
- 28.4 The Pension is payable from the amount standing to the credit of the Pension Account of the Pensioner.
- 28.5 If the cashing restriction for a Benefit being paid to a Member requires the Pension to be a non-commutable form of income stream, the Pension paid under this clause may only be paid as a non-commutable allocated pension.

Flexi-Pension (regulation 1.06(6))

- 28.6 The terms of payment of the Pension must comply with the limitations and requirements set out in regulations 1.06(6) and 1.07B and any other provisions of the Relevant Requirements from time to time that relate to a Pension intended to be a Pension paid under regulation 1.06(6) as if those provisions were incorporated into this deed.
- 28.7 The terms of the Pension may include any other terms permitted under the Relevant Requirements for this type of Pension.
- 28.8 The Pension is payable from the amount standing to the credit of the Pension Account of the Pensioner.
- 28.9 If the cashing restriction for a Benefit being paid to a Member requires the Pension to be a non-commutable form of income stream, the Pension paid under this clause may only be paid as a non-commutable pension.

Complying Fixed-Term Pension (regulation 1.06(7))

- 28.10 The terms of payment of the Pension must comply with the limitations and requirements set out in regulations 1.06(7) and 1.07B and any other provisions of the Relevant Requirements from time to time that relate to a Pension intended to be a Pension paid in accordance with regulation 1.06(7) having regard to the commencement date of the Pension as if those provisions were incorporated into this deed.
- 28.11 The terms of the Pension may include any other terms permitted under the Relevant Requirements for this type of Pension.
- 28.12 The Trustee must transfer an amount that it considers necessary to pay the Pension from the Pensioner's Pension Account to the Pension Reserve Account, and the Pension is payable from the amount standing to the credit of the Pension Reserve Account.
- 28.13 If the cashing restriction for a Benefit being paid to a Member requires the Pension to be a non-commutable form of income stream, the Pension paid under this clause may only be paid as a non-commutable pension.



Lifetime Pension (regulation 1.06(2))

- 28.14 The terms of payment of the Pension must comply with the limitation and requirements of regulations 1.06(2) and 1.07B (subject to the exceptions set out in regulation 1.06(3)) and any other provisions of the Relevant Requirements from time to time that relate to a Pension intended to be a Pension paid in accordance with regulation 1.06(2) having regard to the commencement date of the Pension as if those provisions were incorporated into this deed.
- 28.15 The terms of the Pension may include any other terms permitted under the Relevant Requirements for this type of Pension.
- 28.16 The Trustee must transfer an amount that it considers necessary to pay the Pension from the Pensioner's Pension Account to the Pension Reserve Account, and the Pension is payable from the amount standing to the credit of the Pension Reserve Account.
- 28.17 If the cashing restriction for a Benefit being paid to a Member requires the Pension to be a non-commutable form of income stream, the Pension paid under this clause may only be paid as a non-commutable pension.

Market Linked Pension (regulation 1.06(8))

- 28.18 The terms of payment of the Pension must comply with the limitations and requirements set out in regulations 1.06(8) and 1.07C and any other provisions of the Relevant Requirements from time to time that relate to a Pension intended to be a Pension paid in accordance with regulation 1.06(8) as if those provisions were incorporated into this deed. If the Pension is one to which regulation 1.06(1B) applies, then the terms of payment of the Pension must comply with the limitations and requirements set out in regulation 1.06(1B) as well.
- 28.19 The terms of the Pension may include any other terms permitted under the Relevant Requirements for this type of Pension.
- 28.20 The Pension is payable from the amount standing to the credit of the Pension Account of the Pensioner.
- 28.21 If the cashing restriction for a Benefit being paid to a Member requires the Pension to be a non-commutable form of income stream, the Pension paid under this clause may only be paid as a non-commutable pension.

Account Based Superannuation Income Stream (regulation 1.06(9A)(a))

- 28.22 The terms of payment of the Pension must comply with the limitations and requirements set out in regulations 1.06(9A)(a) and 1.07D and any other provisions of the Relevant Requirements from time to time that relate to a Pension intended to be a Pension paid in accordance with regulation 1.06(9A)(a) as if those provisions were incorporated into this deed.
- 28.23 The terms of the Pension may include any other terms permitted under the Relevant Requirements for this type of Pension.
- 28.24 The Pension is payable from the amount standing to the credit of the Pension Account of the Pensioner.
- 28.25 If the cashing restriction for a Benefit being paid to a Member requires the Pension to be a non-commutable form of income stream, the Pension paid under this clause may only be paid as a Transition to Retirement Income Stream.

Other Superannuation Income Stream (regulation 1.06(9A)(b))

- 28.26 The terms of payment of the Pension must comply with the limitations and requirements set out in regulations 1.06(9A)(b) and any other provisions of the Relevant Requirements from time to



time that relate to a Pension intended to be a Pension paid in accordance with regulation 1.06(9A)(b) as if those provisions were incorporated into this deed.

- 28.27 The terms of the Pension may include any other terms permitted under the Relevant Requirements for this type of Pension.
- 28.28 The Pension is payable from the amount standing to the credit of the Pension Account of the Pensioner.
- 28.29 If the cashing restriction for a Benefit being paid to a Member requires the Pension to be a non-commutable form of income stream, the Pension paid under this clause may only be paid as a Transition to Retirement Income Stream.

Other permitted Pensions

- 28.30 Any other type of pension permitted by the Relevant Requirements may be paid provided that the terms of the pension comply with the provisions of the Relevant Requirements that set out the specific requirements for a pension of that category.

Cashing restriction

- 28.31 Where the Condition of Release applying to a Member's entitlement to payment of a Benefit is subject to a cashing restriction the Trustee may only pay a Benefit subject to the relevant cashing restriction.

Reduction of Pension payments

- 28.32 Despite any other provision of this deed and subject to the Relevant Requirements, the Trustee may reduce the payments for any Pension by any amount it considers reasonable in consultation with an Actuary.

29. GENERAL PENSION PAYMENT CONDITIONS

Pension Account limitation

- 29.1 Where a Pension is payable to or in respect of a Member or where the Trustee purchases an Annuity on behalf of a Member the amount transferred into the Pension Account or Pension Reserve Account to support the payment of the Pension, or the total purchase price of the Annuity, must not exceed the amount in the Fund to which the Member is entitled at the date of the transfer or purchase.

Pension increase

- 29.2 Any Pension payable under this deed must, if required by the Relevant Requirements and agreed to by the Trustee, be increased from time to time by an amount the Trustee in its absolute discretion considers appropriate to compensate the Pensioner for cost of living increases provided that any increase must be at least the minimum required by the Relevant Requirements and does not exceed any maximum permitted by the Relevant Requirements.

Reversionary Pension

- 29.3 After the death of a person who was at the time of death in receipt of a Pension, the Trustee:
- (a) has the power to pay to the Reversionary Beneficiary a Pension as allowed by the Relevant Requirements; and
 - (b) must pay a Pension to the Reversionary Beneficiary:



- (i) as required by the Relevant Requirements and the terms of the Pension;
- (ii) unless it would breach the Relevant Requirements; and
- (iii) despite the provisions of clause 31.2.

Death of Pensioner

29.4 If a Pensioner or a Reversionary Beneficiary dies while there is still an amount standing to the credit of the Pension Account and where no Reversionary Beneficiary has been nominated, the Trustee must deal with the balance of the Pension Account or if the Pension is being paid from the Pension Reserve Account, that part of the Pension Reserve Account as the Trustee determines is appropriate, in accordance with clause 31 as a Benefit.

Conditions of commutation

- 29.5 On the written application of a Pensioner or Reversionary Beneficiary the Trustee may commute the whole or any part of a Pension to a lump sum Benefit provided that:
- (a) the commutation is permitted by the Relevant Requirements that apply to the particular Pension, and incorporated into this deed, and this deed and the terms of payment of the Pension;
 - (b) where any amount remains in the Fund after the entitlement of all Pensioners and Reversionary Beneficiaries have been paid out that amount will be dealt with as though it were a forfeited benefit; and
 - (c) the Trustee is satisfied the commutation would not materially disadvantage the Employers or the remaining Members, Pensioners or Reversionary Beneficiaries.

Adjustment of Pension following the commutation

29.6 Following the commutation of a part of a Pension the Trustee must reduce the total amount of the instalments of any Pension payable to the Pensioner by any amount it considers appropriate.

Commencement of Pension

29.7 A Pension commences when the Beneficiary and Trustee agree. Failing agreement a Pension commences when the Beneficiary and Trustee have agreed the terms of the Pension.

Adding to Pension Account or Pension Reserve Account

29.8 Despite the other provisions of this deed, the Trustee must not add any amount to a Pension Account or Pension Reserve Account unless it is allowed by the Relevant Requirements.

30. TRANSFER IN SPECIE

Transfer of investments

30.1 The Trustee may with the consent of a Member or the Dependants of a Member to whom a Benefit is payable transfer investments of the Fund of equivalent value instead of paying the whole or part of the amount otherwise payable.

No beneficial interest

30.2 With the exception of the provisions of this clause 30 and clause 15.6, no Member or Beneficiary has or may acquire any beneficial or other interest in specific assets of the Fund.



31. PAYMENT OF BENEFITS ON DEATH

Benefit payable on the death of a Member leaving Dependants

- 31.1 Subject to clauses 28, 29.3 and 31.2, on the death of a Member, former Member or Beneficiary leaving Dependants, the Trustee may pay or apply any Benefit to or for the benefit of the relevant Nominated Dependant either as a lump sum or a pension or a combination of the two. If there is no Nominated Dependant or the Trustee considers it is inappropriate or inequitable to pay the Nominated Dependant, the Trustee may pay or apply the Benefit:
- (a) to the legal personal representative of the deceased;
 - (b) to or for the benefit of any of the former Member's Dependants in whatever proportions the Trustee may in its discretion determine;
 - (c) to the trustees, in their capacity as trustees, of a trust of which the only beneficiaries are Dependants of the deceased; or
 - (d) to the trustees, in their capacity as trustees of a Child Maintenance Trust.

Binding nominations of Dependants

- 31.2 Despite any provision in this deed to the contrary other than clause 29.3, a Member, former Member or Beneficiary (the nominator) may give the Trustee a document (the nomination) in which the nominator requires the Trustee to pay a Benefit payable on the death of the nominator as specified in the nomination.
- 31.3 The nominator may stipulate that the nomination will remain in force for a particular period, but if no period is specified in the nomination, it remains in force until the nominator gives notice to the Trustee revoking the nomination.
- 31.4 If the Trustee has received a nomination that:
- (a) is signed by the nominator;
 - (b) specifies that a Benefit is to be paid to one or more Dependants or the legal personal representative of the nominator;
 - (c) states the nomination is binding on the Trustee; and
 - (d) is not in breach of Relevant Requirements,

then the Trustee must pay a Benefit payable on the death of the nominator in accordance with the nomination unless:

- (e) the Trustee has received a written revocation before the death of the nominator;
- (f) the nomination has lapsed either under the terms of the nomination or as a result of the operation of the Relevant Requirements;
- (g) the Nominated Dependant has died before the date of payment;
- (h) the Trustee considers it would be in breach of the Relevant Requirements if it pays the Benefit in accordance with the nomination;
- (i) the Trustee is required to pay a Pension to a Reversionary Beneficiary under clause 29.3(b), to the extent the Trustee is required to pay the Pension to the Reversionary Beneficiary; or



- (j) a Nominated Dependant disclaims the benefit under the nomination, in which case the Trustee does not need to comply with the nomination to the extent of the disclaimer.

31.5 If:

- (a) the Trustee must pay a Benefit in accordance with a nomination under this clause; and
- (b) the nomination specifies the form in which the Benefit is to be paid or other terms on which the Benefit is to be paid,

the Trustee must pay the Benefit in the form and on the terms specified in the nomination provided the Trustee is not prohibited from doing so.

Benefit payable on the death of a Member leaving no Dependents

- 31.6 If a Member or former Member dies and the Trustee cannot locate any surviving Dependents after reasonable enquiries, the Trustee must pay the Benefit to the legal personal representative of the deceased. If the Trustee cannot locate a legal personal representative of the deceased after reasonable enquiries, the Trustee may pay the Benefit to any individuals the Trustee considers reasonable in whatever shares the Trustee determines.

32. PAYMENT OF BENEFITS

Payment to others on behalf of Beneficiaries

- 32.1 When any Beneficiary is under 18 or when in the opinion of the Trustee it would be in the best interests of the Beneficiary, the Trustee may pay all or part of any Benefit to any other person for application on behalf of the Beneficiary and the receipt of the person to whom the Benefit is paid is a complete discharge to the Trustee. The Trustee is not required to see to the application of the Benefit so paid.

Restrictions on payment of Benefits

- 32.2 Benefits may be paid when and to the extent that the Trustee is permitted to pay them under the Relevant Requirements and must be paid when and to the extent that the Trustee is required to pay them under the Relevant Requirements.
- 32.3 A Member is only entitled to the Member's Preserved Payment Benefits or Restricted Non-Preserved Benefits if the Member has satisfied a Condition of Release.
- 32.4 Subject to the provisions of this deed (including this clause and clause 31.2 to 31.5) and the Relevant Requirements, benefits may be cashed in any one or more of the following ways:
- (a) one or more lump sums;
 - (b) one or more pensions; and/or
 - (c) the purchase of one or more annuities.

33. PAYMENT OF TAXATION

Tax on Benefits

- 33.1 The Trustee may deduct from any Benefit any Taxation required to be deducted or that the Trustee considers should be deducted from it.



Tax on Contributions

- 33.2 The Trustee may deduct any Taxation payable in relation to a Contribution prior to the Contribution being credited to an Accumulation Account or a Reserve Account.

34. POLICIES OF ASSURANCE

Trustee may effect Policy

- 34.1 The Trustee may effect separate Policies and may secure the Benefit of a Member or class of Members by means of individual Policies or group Policies providing any benefits the Trustee considers appropriate.

No responsibility

- 34.2 The Trustee is not responsible or liable to the Member, the Member's legal personal representative or the Dependants of the Member if the Trustee does not take out a Policy or if there are no or insufficient proceeds payable under a Policy.

35. PARTICIPATING EMPLOYERS

Admission

- 35.1 If:

- (a) any employer is admitted as an Employer by the Trustee; or
- (b) makes a Contribution to the Fund with the consent of the Trustee,

then the Employer will become a participating Employer subject to the terms and conditions of this deed and any special conditions agreed between the Trustee and the Employer.

Reimbursements by Employer

- 35.2 The Trustee and an Employer may agree (on the admission of the Employer or at any other time) that the Employer will pay or reimburse the Trustee for any expenses of the Fund including fees payable to service providers or consultants and premiums payable on any Policy.

Ceasing to Employ Members

- 35.3 An Employer ceases to be an Employer when that Employer ceases to employ any Members or the Employer has terminated its Contributions to the Fund.

36. VARIATION OF TRUST DEED

Variation

- 36.1 The provisions of this deed may be amended by the Trustee by deed, oral declaration or written resolution of the Trustee. Also, if the Trustee is a company, the provisions of this deed may be amended by oral declaration or written resolution of the directors of the Trustee.

Notice

- 36.2 The Trustee must as soon as practicable advise the Members of the nature and purpose of the amendment and the effect (if any) on their entitlements as required by the Relevant Requirements.



Variation must not reduce Benefits

36.3 Despite anything to the contrary in this deed, the Trustee must not amend the deed in a way that reduces the accrued benefits of any Member except in circumstances where the variation would not result in any breach of the Relevant Requirements.

Limitation on variations

36.4 If at any time the Fund is a Regulated Fund this deed must not be amended in any way prohibited by the Relevant Requirements.

37. WINDING UP OF FUND

Election to terminate

37.1 The Trustee may elect to wind up the Fund at a certain date (the Termination Date) if:

- (a) there are no further Members remaining in the Fund; or
- (b) the Trustee determines for any reason that the Fund should be wound up.

Procedure on winding up of Fund

37.2 Where the Fund is to be wound up the Trustee must:

- (a) give written notice to each participating Employer and each Member of the Termination Date;
- (b) arrange to pay or transfer Benefits to or apply on behalf of Members, former Members and Beneficiaries, after deducting the costs of administering and winding up the Fund.

Exhaustion of Fund

37.3 The Trustee will pay Benefits in the following order to the extent that the assets of the Fund permit:

- (a) Benefits to which Members, former Members or their Dependants are entitled at the Termination Date;
- (b) the provision of additional Benefits to Members, former Members and their Dependants as the Trustee in its absolute discretion considers appropriate;
- (c) payment to any of the Employers (if any) as have made Contributions to the Fund as the Trustee in its absolute discretion considers appropriate.

37.4 All procedures required by the Relevant Requirements must have been complied with before any payment is made under clause 37.3(c).

Duration

37.5 Unless previously terminated the trusts constituted by this deed continue for a period of 80 years or any longer period allowed by law.



DIVISION B

38. MEMBERSHIP CLASSIFICATION

Classes of membership

38.1 Until the Trustee otherwise resolves, there is one class of membership:

A Class

Initial membership

38.2 When admitting a person to membership, each Member will be an A Class Member unless the Trustee determines otherwise.

Different Classes of membership

38.3 The Trustee may create other classes of membership and must specify the rights of a Member in each different class of membership at the time that class of membership is created, which will determine the Member's Benefit Entitlement in relation to that class of membership. If there is more than one class of membership of the Fund at any time:

- (a) The Trustee must designate a person's class of membership on that person joining the Fund.
- (b) A Member may be admitted to any class at any time provided the balance in any of the Member's Accumulation Accounts at the date of reclassification is retained as an entitlement of the Member.
- (c) Upon the reclassification of a Member the Trustee may transfer all or any of the Member's other Accumulation Accounts to the new class of membership.
- (d) If a Member is reclassified but remains a Member of more than one class then, when any Contribution is made in respect of the Member, the contributor may designate the class to which the Contribution (and future Contributions) is attributable. If the contributor does not, the Trustee may determine to which class the Contributions are credited.

39. BENEFITS

39.1 Benefits will be payable to or in respect of a Member in the circumstances specified in clauses 40 to 44. However, the Trustee may also pay Benefits to a Member in other circumstances permitted by the Relevant Requirements.

39.2 If a Member qualifies for a Benefit under more than one provision of this deed, then the Trustee may choose which provision the Trustee will pay the Benefit under.

39.3 Benefits will be payable by the Trustee as a lump sum, unless the Member or Beneficiary requests the Trustee to pay all or part of the Benefit as a pension, in which case the Trustee may pay some or all of the Benefit as a Pension if allowed by the Relevant Requirements. This clause is subject to clauses 29.3 and 31.2 to 31.5.

40. RETIREMENT

At any time after a Member reaches the Normal Retirement Age, the Member is entitled to call on the Trustee to pay to the Member a Benefit equivalent to the amount standing to the credit of the Member's A Class Accumulation Account.



41. DISABLEMENT

Total and Permanent Disablement

- 41.1 If, in the opinion of the Trustee, a Member is Totally and Permanently Disabled, the Member is entitled to call on the Trustee to pay to the Member the full amount standing to the credit of the Member's A Class Accumulation Account as at the date of payment.

Temporary Total Disablement

- 41.2 If the Trustee receives an income Benefit under a Policy effected in respect of temporary total disablement of the Member then the Trustee must pay to the Member (to the extent permitted by the Relevant Requirements) an income Benefit equal to the amount payable to the Trustee under the Policy and in the manner specified in the Policy.

42. EARLY RETIREMENT FROM GAINFUL EMPLOYMENT

At any time after a Member retires from Gainful Employment prior to the Normal Retirement Age for any reason other than death or Total and Permanent Disablement, or the Member satisfies the conditions in the Relevant Requirements for the payment of Benefits even if the Member continues in employment, the Member is entitled to call on the Trustee to pay to the Member the full amount standing to the credit of the Member's A Class Accumulation Account.

43. DEATH

Death

- 43.1 On the death of a Member the Trustee must pay the full amount standing to the credit of the Member's A Class Accumulation Account as at the date of payment in accordance with the provisions of this deed.

Additional payment

- 43.2 In addition to the amounts determined under clause 43.1 the Trustee may also pay an additional amount equal to the Tax Saving Amount, where the Trustee is satisfied that the Trustee will be entitled to claim a deduction under section 295-485 of the Tax Act.

44. BENEFIT PAYABLE ON REACHING PRESERVATION AGE

If a Member meets a Condition of Release just by reaching the Member's Preservation Age prior to retirement from the workforce, the Member is entitled to call on the Trustee to pay to the Member a Benefit equivalent to the amount standing to the credit of the Member's A Class Accumulation Account subject to any cashing restrictions that apply to that Condition of Release.

45. INCREASES TO BENEFITS

In circumstances where a Member ceases to be a Member of the Fund, the Trustee may take into account the Member's interest in a Reserve Account (if any) in determining whether any amount should be transferred from the Reserve Account to the Member's Accumulation Account for purposes of the payment of a Benefit.



46. TIME OF PAYMENT OF BENEFITS

Trustee must pay Benefit to Member

46.1 When a Member calls on the Trustee to pay a Benefit under this deed, the Trustee must pay the Benefit, subject to the terms of this deed and the Relevant Requirements.

Retention of Benefits in Fund

46.2 Where a person does not require Benefits to be immediately paid, the Trustee may retain all or any part of any Benefit until:

- (a) the person requests that it be paid;
- (b) the Member dies;
- (c) the Trustee is required to pay it under the Relevant Requirements; or
- (d) the Trustee decides to pay it.



SCHEDULE 1

THE FUND

- (a) Name of the Fund: Thompson Street Superannuation Fund
- (b) Original trustees: Heather May Whitson and Anne Whitson
- Date of Trust Deed: 7 June 2003
- Date of establishment: 7 June 2003
- Variations and related trust documents: Deed of Variation dated 28 June 2007



SCHEDULE 2

**APPLICATION FOR MEMBERSHIP
CONFIDENTIAL**

To: The Trustee, Thompson Street Superannuation Fund

- I, _____, apply for membership of the Fund.
1. I will be bound by the Trust Deed governing the Fund as varied from time to time.
 2. I consent to the Trustee acting as Trustee of the Fund.
 3. I declare that the information in this Application is accurate in every respect.

APPLICATION DETAILS

Name:

Address:

Date of Birth:

Tax File Number:

Note: Your Tax File Number (TFN) is confidential. Before you provide it, you must be told:

1. Your TFN can be collected under the *Superannuation Industry (Supervision) Act 1993*.
2. If you provide your TFN, it will only be used for legal purposes, which currently include:
 - (a) finding or identifying your superannuation benefits;
 - (b) calculating tax on benefit payments and contributions; and
 - (c) providing information to the Commissioner of Taxation.These purposes may change in the future as a result of legislative change.
3. It is not an offence not to provide your TFN. If you do not:
 - (a) you may pay unnecessary tax on your benefits and contributions, which you will need to reclaim later through the income tax assessment process; and
 - (b) it may be more difficult to find unclaimed benefits that you have, or to locate and amalgamate other benefits you have.The consequences of not providing your TFN may change in the future as a result of legislative change.
4. If you provide your TFN, the trustee may provide it to:
 - (a) the trustee of another superannuation fund when you transfer your benefits to it, unless you instruct the trustee not to; and
 - (b) the Commissioner of Taxation, but otherwise it will be treated as confidential.

NOMINATED DEPENDANT(S)

I nominate the following persons as my Nominated Dependants:

SURNAME(S)	GIVEN NAME(S)	RELATIONSHIP	% OF BENEFIT
------------	---------------	--------------	--------------

DATED

201

Signature



SIGNED AS A DEED on the date the last party signs this document.

SIGNED SEALED AND DELIVERED by)
HEATHER MAY WHITSON as Retiring Trustee and)
Member in the presence of:

X *C Harris*
Witness (not a party to this deed)

X *H.M. Whitson*
HEATHER MAY WHITSON

X CATHERINE HARRIS
Name of Witness

X 12/06/2017
Date

SIGNED SEALED AND DELIVERED by ANNE)
WHITSON as Retiring Trustee in the presence of:)

X *Russell John McLean*
Witness (not a party to this deed)

X *A Whitson*
ANNE WHITSON

X Russell John McLean 74238
TP/Co. No
Name of witness

X 14th September 2016
Date

SIGNED SEALED AND DELIVERED by WHITSUP)
PTY LTD ACN 613 508 080 as New Trustee in)
accordance with section 127(1) of the Corporations)
Act by two directors:)

X *Andrew Blair Whitson*
ANDREW BLAIR WHITSON
Director

X *Rachel Susan McWilliam*
RACHEL SUSAN MCWILLIAM
Director

X 12/06/2017
Date

X 12/06/2017
Date

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