

**PAYNE PRINT PTY LTD AS TRUSTEE FOR THE PAYNE FAMILY TRUST
("Principal Employer")**

and

**L & G PAYNE INVESTMENT PROPERTIES PTY LTD
("Trustee")**

**THE PAYNE FAMILY SUPERANNUATION FUND
TRUST DEED**

**CORRS CHAMBERS WESTGARTH
SOLICITORS
Comalco Place
12 Creek Street
Brisbane Queensland 4000
AUSTRALIA
Telephone (07) 228 9333
Facsimile (07) 229 2844
DX 135 Brisbane**

Ref: JD

COR1DOC/2646

THIS DEED is made on the 21st day of June, 1995

BETWEEN: PAYNE PRINT PTY LTD AS TRUSTEE FOR THE PAYNE FAMILY TRUST ACN 010 479 311 ("**Principal Employer**") a company incorporated in Queensland and having its registered office at Suite 4, MLC Court, 924 Gympie Road, CHERMSIDE QLD

AND: L & G PAYNE INVESTMENT PROPERTIES PTY LTD ACN 010 729 263 ("**Trustee**") a company incorporated in Queensland and having its registered office at Suite 4, MLC Court, 924 Gympie Road, CHERMSIDE QLD.

RECITALS:

- A. The Principal Employer wishes to establish an indefinitely continuing superannuation fund ("**Fund**") to provide retirement and ancillary benefits for employees of the Principal Employer.
- B. The Trustee agrees to act as Trustee of the Fund and its consent to act is evidenced by its execution of this Deed.

OPERATIVE PROVISIONS:

1. NAME OF FUND

The name of the Fund is **The PAYNE FAMILY SUPERANNUATION FUND.**

2. CONSTITUTION OF TRUST

2.1 Commencement of Deed

The terms of this Deed commence on its execution.

2.2 Constitution on acceptance of contribution

The fund will be constituted as a trust fund to be held by the Trustee under and in accordance with the terms of this Deed on the payment to and acceptance by the Trustee of a contribution made for the purposes of the Fund.

2.3 Declaration of Trust

The Trustee declares that it will hold on the trusts set out in this Deed:

- (a) any contributions paid to and accepted by it for the purposes of the Fund; and
- (b) any property acquired by it on the investment of contributions made to the Fund.

3. RULES

3.1 Definition

"Rules" means the Rules annexed to this Deed as amended from time to time.

3.2 Effect of Rules

The Rules have effect as if set out in this Deed.

3.3 Administration of Fund

The Fund must be administered in accordance with the Rules.

3.4 Replacement of Trustee

The Trustee may be removed and a new trustee appointed in accordance with the Rules.

3.5 Amendment

This Deed may be amended in accordance with the Rules.

4 PROPER LAW

The rights, liabilities and obligations inter se of the Trustee, the Employers and the members under this Deed shall be governed by the law of Queensland and any proceedings to enforce such rights, liabilities or obligations may be taken in the courts of that State.

EXECUTED as a Deed the day and year above written.

THE COMMON SEAL of PAYNE PRINT PTY LTD AS TRUSTEE FOR THE PAYNE FAMILY TRUST is affixed in accordance with its articles of association in the presence of Lynette Grace Lawton a Director and Karen Joy Clein a Director in the presence of:

[Handwritten signature]



THE COMMON SEAL of L & G PAYNE INVESTMENT PROPERTIES PTY LTD was affixed in accordance with its articles of association in the presence of Lawrence Roy Payne a Director and Grace Elizabeth Payne a Director in the presence of:

[Handwritten signature]



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RULES

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In the interpretation of this Deed, the following words and phrases have the following meanings, unless the context otherwise requires:

"**Act**" means the Superannuation Industry (Supervision) Act 1993.

"**Administrator**" means any administrator appointed by the Trustee pursuant to Rule 8.4.

"**Annuity**" has the meaning assigned to that expression in section 10 of the Act.

"**Approved Auditor**" has the meaning assigned to that expression in section 10 of the Act.

"**Approved Deposit Fund**" has the meaning assigned to that expression in section 10 of the Act.

"**Assets of the Fund**" means cash, Authorised Investments and other property held by the Trustee upon the trusts of this Deed.

"**Associate**" means in respect of any person a person who is associated with that first mentioned person within the meaning of section 12(1) of the Act.

"**Associated Employer**" means any employer admitted to the Fund pursuant to Rule 9.1.

"**Auditor**" means an Approved Auditor appointed pursuant to Rule 11.1 to perform the functions of the Auditor of the Fund.

"**Australian Accounting Standards**" means the standards published from time to time by the Australian Accounting Research Foundation on behalf of the Australian Society of Certified Practising Accountants and the Institute of Chartered Accountants in Australia.

"**Authorised Investments**" means the investments more particularly described in Rule 6.3(b) and any of them.

"**Benefit**" means any amount paid or payable pursuant to this Deed to or in respect of a Member.

"**Child**" in relation to a person, includes an adopted child, a step child and an ex nuptial child of the person.

"**Civil Penalty Order**" has the meaning assigned to that expression in section 10 of the Act.

"**Constitutional Corporation**" has the meaning assigned to that expression in section 10 of the Act.

"**Deed**" or "**this Deed**" means the trust deed constituting the Fund as amended from time to time and includes the Rules and Schedules to the Rules.

"**Deferred Annuity**" has the meaning assigned to that expression in Regulation 5.01.

"**Dependant**" means the Spouse of a Member or deceased Member and any Child of a Member and any person who in the opinion of the Trustee is at the relevant time wholly or partially financially dependent on the Member.

"**Disqualified Person**" has the meaning assigned to that expression in relation to an individual or a body corporate in section 120 of the Act.

"**Distribution Date**" means the last day of each Financial Year and such other dates determined by the Trustee for the declaration of a Fund Earning Rate.

"**Distribution Period**" means a period commencing, for the First Distribution Period on the date of execution of the Deed, and for each succeeding Distribution Period the day after a Distribution Date, and ending on the next Distribution Date.

"**Eligible Person**" means any person who is eligible under the Operational Standards to join and remain a member of a Regulated Superannuation Fund.

"**Eligible Rollover Fund**" has the meaning assigned to that expression in section 242 of the Act.

"Employee" means a person who:

- (a) is in the employment of an Employer whether on a full-time, part-time or casual basis; or
- (b) is classified by the Employer as an Employee for the purposes of the Fund,

and where the Employer is a corporation includes a director, manager or secretary of the corporation.

"Employer" means collectively the Principal Employer and any Associated Employer and in relation to a particular Employee or Member means the employer of that Employee or Member.

"Employer Ordinary Contribution" means a contribution made for a Member by an Employer which is not an Employer Vested Contribution.

"Employer Vested Contribution" means a contribution made for a Member by an Employer:

- (a) in or towards satisfaction of the Employer's obligations under an agreement certified or an award made on or after 1 July 1986 by an industrial authority;
- (b) for the purpose of ensuring the Employer does not have any liability under the Superannuation Guarantee Charge Act 1992, or as a shortfall component as defined in the Superannuation Guarantee (Administration) Act 1992;
- (c) where the Employer agrees that the contribution is fully vested.

"Entitlement" means the amount which a person is entitled to receive from a Superannuation Fund, Approved Deposit Fund or as the surrender value of an Annuity.

"Financial Year" means each successive period of twelve (12) months commencing on the 1st day of July and ending on the 30th day of June or any part of such a period that may occur at the commencement or termination of the Fund.

"Fund" means the indefinitely continuing superannuation trust fund constituted by this Deed.

"Fund Earning Rate" means the rate declared by the Trustee pursuant to Rule 4.7(a).

"General Account" means the account kept pursuant to Rule 4.1.

"Insurance and Superannuation Commissioner" means the person appointed to act as the Insurance and Superannuation Commissioner under the Insurance and Superannuation Commissioner Act 1987.

"Investment Manager" means any investment manager appointed by the Trustee pursuant to Rule 8.3.

"Legal Personal Representative" means the executor or administrator of the estate of a deceased Member.

"Life Insurance Company" has the meaning assigned to that expression in section 10 of the Act.

"Member" means an Employee who has been accepted for membership of the Fund and not ceased to be a Member. The term "Member" includes former Employees who continue to have rights or contingent rights to Benefits.

"Member Accounts" means in relation to the Members or any of them, any or all of the Ordinary Employer Account, Vested Employer Account and Members Account kept for the Members or for that Member.

"Members Account" means the account kept for a Member pursuant to Rule 4.4.

"Nominated Dependant" means a Dependant nominated by the Member to the Trustee for the purposes of Rule 5.8.

"Operational Standards" means the Prescribed Standards and any other circulars, rulings, guidelines and other instruments published from time to time by the Insurance and Superannuation Commissioner or the Commissioner of Taxation or announced by the Treasurer of the Commonwealth of Australia prescribing or explaining operating standards for Superannuation Funds.

"Ordinary Employer Account" means the account kept for a Member pursuant to Rule 4.3.

"Pension" has the meaning assigned to that expression in section 10 of the Act.

"Prescribed Period" means in respect of any matter or thing required to be done by this Deed the period in which that matter or thing is required to be done under the Act or the Regulations.

"Prescribed Standard" means any requirement prescribed under the Act or the Regulations which is applicable to the Fund.

"Preserved Benefit" means:

- (a) the amount of a Benefit or Entitlement or part of a Benefit or Entitlement; or
- (b) the balance or part of the balance standing to the credit of the Member Accounts of a Member who has not become entitled to a Benefit,

which comprises the amount of the Member's preserved benefits for the purposes of the Regulations, and which has not become unrestricted non-preserved benefits under the Regulations.

"Principal Employer" means:

- (a) the Principal Employer which is a party to the Deed establishing the Fund; or
- (b) any Associated Employer or any employer carrying on business in succession to or following amalgamation with the Principal Employer which agrees to assume the obligations of the Principal Employer under this Deed in accordance with Rule 9.4.

"Registered Organisation" has the meaning assigned to that expression in section 10 of the Act.

"Regulated Superannuation Fund" has the meaning assigned to that expression in section 19 of the Act.

"Regulation" or **"the Regulations"** means the regulations issued from time to time pursuant to the Act.

"Reserve Account" means the account kept pursuant to Rule 4.6.

"Retire" means:

- (a) in relation to a Member who has attained age 55:
 - (i) the Member ceases Service; and
 - (ii) the Trustee is reasonably satisfied that the Member intends never to again become gainfully employed, either on a full-time or part-time basis;
- (b) in relation to a Member who has attained age 60, the Member ceases Service,

and **"Retires"** and **"Retired"** have corresponding meanings.

"Service" means service as an Employee of an Employer and includes service as a full-time or part-time salaried director of an Employer and such other categories of service as an Employer may from time to time specify in writing to the Trustee in respect of a Member. The transfer of a Member from Service with one Employer to Service with another Employer is not construed a cessation of the Member's Service for the purposes of this Deed.

"Significant Adverse Effect" in respect of an event has the meaning assigned to that expression in section 106(2) of the Act.

"Spouse" in relation to a person, includes another person who, although not legally married to the person, lives with the person on a genuine domestic basis as the husband or wife of the person.

"Superannuation Fund" has the meaning assigned to that expression in section 10 of the Act.

"Tax" includes income tax (including without limitation any capital gains tax on the disposal of any of the Assets of the Fund), withholding tax, stamp duty, financial institutions duty, registration and other duties, bank accounts debits tax and other taxes, levies, imposts, deductions and charges whatsoever (including in respect of any duty imposed on receipts or liabilities of financial institutions, any amounts paid to another financial institution) together with interest on them, penalties with respect to them and charges, fees or other amounts paid on or in respect of them.

"Tax Reserve Account" means the account kept pursuant to Rule 4.5.

"Total Account Balance" means in relation to a Member, the sum at the date of calculation of the balances in the Member's:

- (a) Members Account;
- (b) Vested Employer Account; and
- (c) Employer Ordinary Account.

"Total and Permanent Disablement" means in relation to a Member:

- (a) where the Benefit payable on total and permanent disablement is insured, the definition of total and permanent disablement or a corresponding term in the policy of insurance; or
- (b) otherwise, ill-health, whether physical or mental, such that the Trustee is satisfied that the Member is unlikely because of the ill-health ever again to engage in gainful employment for which the Member is reasonably qualified by education, training or experience.

"Trustee" means the Trustee for the time being of the Fund.

"Vested Employer Account" means an account kept for a Member pursuant to Rule 4.2.

1.2 Interpretation

In this Deed, unless the context indicates otherwise:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing gender include other genders;
- (c) references to a person include references to a firm, body corporate, association, government or governmental authority;
- (d) references to statutes or regulations (including any provision of a statute or regulation) include all statutes or regulations amending, consolidating or replacing them;
- (e) headings are for convenience only and do not affect the interpretation of this Deed.

1.3 Compliance with Operational Standards

- (a) The Trustee may comply with any Operational Standard, notwithstanding that:
 - (i) compliance with the standard conflicts with an express provision of this Deed; and
 - (ii) the standard is not required under the Act or otherwise to be included in this Deed.
- (b) The Trustee is not taken to have committed any breach of trust by virtue of any act or thing done to comply with the Operational Standards.
- (c) Where the Trustee must comply with a Prescribed Standard within a Prescribed Period, the Trustee does not commit a breach of trust merely by failing to comply with the Prescribed Standard within the Prescribed Period.

1.4 Severance

- (a) If any provision of this Deed is void or voidable or unenforceable or illegal, but would not be void or voidable or unenforceable or illegal if it were read-down and it is capable of being read-down, it shall be read-down accordingly.
- (b) If notwithstanding Rule 1.4(a) a provision of this Deed is void or voidable or unenforceable or illegal:
 - (i) if the provision would not be void or voidable or unenforceable or illegal if a word or words were omitted, that word or those words are severed; and
 - (ii) in any other case, the whole provision is severed,and the remainder of this Deed has full force and effect.

2. MEMBERSHIP

2.1 Eligibility

Any Employee invited by an Employer to become a Member, and who satisfies any conditions prescribed by the Principal Employer, can apply to the Trustee to become a Member.

2.2 Application for membership

- (a) An application for membership of the Fund must be:
 - (i) made by the Employee in the form set out in the First Schedule or to the effect of that form with such variations as the Trustee from time to time prescribes; and
 - (ii) delivered to the Employer.
- (b) An Employer must deliver an application for membership to the Trustee when received by that Employer.

2.3 Admission to membership

- (a) Upon receipt of a completed application and any other information requested by the Trustee, the Trustee may, subject to Rule 2.3(b):
 - (i) accept or reject the application without giving any reason;
 - (ii) impose conditions on an applicant's admission and rights and duties as a Member;
 - (iii) impose conditions on Benefits;
 - (iv) at any time remove or vary all or any conditions imposed.
- (b) The Trustee must reject an application unless the applicant is an Eligible Person.

2.4 Date of admission

- (a) An Employee becomes a Member on the date of acceptance by the Trustee of the Member's application or on such other date specified by the Employer. The date specified must not be a date prior to the date on which the Employee's Service commenced.
- (b) If the Employer specifies that an Employee's membership is to commence on a date prior to the acceptance of the Employee's application, the Employee will on acceptance of the application be deemed for the purposes of this Deed to have become a Member on the date specified by the Employer.

2.5 Category of membership

- (a) The Employer must specify in an Employee's application form that the Employee is eligible to join the Fund as a Category A Member or Category B Member.
- (b) On acceptance by the Trustee of an Employee's application for membership, the Employee shall be admitted to the category specified in the application.
- (c) The Employer:
 - (i) may, in its discretion or at the request of a Member, by notice in writing to the Trustee alter a Member's category;
 - (ii) must not alter a Member's category where the alteration would increase the Member's obligation to contribute to the Fund, unless the Member consents to the alteration in writing.

2.6 Notice of acceptance

Upon acceptance of the application for membership, the Trustee must as soon as practicable afterwards:

- (a) confirm to the Employer that its Employee has been accepted to the Fund; and
- (b) notify the Member in writing of the Member's acceptance to the Fund detailing:

- (i) the date of acceptance; and
- (ii) such other information, statements or reports as the Operational Standards require to be provided to the Member.

2.7 Members bound

Each Member is deemed by virtue of the Member's application for membership to have consented to be bound by this Deed.

2.8 Members to provide information

- (a) A Member must:
 - (i) promptly give any information requested by the Trustee in connection with the Fund;
 - (ii) submit to any medical examinations or give any other information as required by the Trustee for the purposes of Rule 6.4(d);
 - (iii) without being requested by the Trustee promptly notify the Trustee in writing of any occurrence which may affect the Member's membership or eligibility to contribute to the Fund.
- (b) If a Member fails to comply with Rule 2.8(a) the Trustee may refuse to accept contributions for that Member or withhold any Benefit payable to that Member until the Member complies.

2.9 Transfer from another fund

- (a) The Trustee may make arrangements with:
 - (i) any Member;
 - (ii) any previous employer of the Member;
 - (iii) the trustee or administrator of any Regulated Superannuation Fund or Approved Deposit Fund of which the Member was or is a member;
 - (iv) any Life Insurance Company or Registered Organisation which has issued a policy of insurance in respect of the Member or which is or was paying an Annuity to the Member,

in relation to the transfer or rollover to the Fund of any Entitlement of the Member or any other matter that the Trustee considers incidental to or consequent on the Member's membership of the Fund.

- (b) The Trustee must not give effect to an arrangement made with a person referred to in Rule 2.9(a)(ii), (iii) or (iv) in relation to the transfer or rollover to the Fund of an Entitlement of the Member, unless it is satisfied that the Member gave written consent to the transfer or rollover of the Entitlement or that the Member's written consent is not required under the Operational Standards.
- (c) Subject to any arrangement made pursuant to Rule 2.9(a), the Trustee must determine the value of any payment, assignment or transfer of assets for the benefit of the Member and credit the value so determined to such of the Member Accounts of that Member as the Trustee determines.

2.10 Transfer to another fund

- (a) The Trustee may, at the written request of a Member or a Member's Employer, pay to:
 - (i) the trustee or administrator of a Regulated Superannuation Fund or Approved Deposit Fund of which the Member is or proposes to become a member; or
 - (ii) a Life Insurance Company or Registered Organisation which has issued or proposes to issue a policy of insurance in respect of the Member or proposes to pay an Annuity to the Member,

an amount which the Trustee determines is equal to the value of the Benefit which has accrued to the Member or part of the Benefit, instead of part or all of any Benefit to which the Member is or may become entitled.

- (b) The Trustee must not pay any amount pursuant to Rule 2.10(a) at the request of a Member's Employer unless:

- (i) the Trustee has received the Member's written consent to the payment; or
 - (ii) the Member's written consent is not required under the Operational Standards.
- (c) The Trustee may pay an amount under Rule 2.10(a) by transfer of any of the Assets of the Fund. Any expenses associated with the transfer, including (but not limited to) stamp duty, brokerage fees and commission, must be paid by the Member or deducted from the amount to be transferred.
- (d) The receipt of the trustee or administrator of the Regulated Superannuation Fund or Approved Deposit Fund or the Life Insurance Company or Registered Organisation to which an amount has been paid pursuant to Rule 2.10(a) is a sufficient discharge to the Trustee, and neither the Trustee nor the Employer is in any way responsible or liable for the payment or disposal of the amount paid.

2.11 Temporary absence from Service

- (a) Where the Trustee is satisfied that a Member absent from Service is likely to return to Service within a reasonable period, the Trustee may make arrangements with the Member and the Employer in relation to the continuation of the Member's membership of the Fund.
- (b) Any arrangements made under Rule 2.11(a) must comply with the Operational Standards.
- (c) The arrangements made under Rule 2.11(a) may include an arrangement that contributions continue to be made by or in respect of the Member for a period of up to 2 years from the date on which the Member's absence from Service commenced.

2.12 Cessation of membership

A person ceases to be a Member on any of the following occurring:

- (a) the full amount of the Benefit payable to the Member is paid;
- (b) the Member's Total Account Balance is transferred under Rule 2.10;
- (c) the Member's Benefit is dealt with in accordance with Rule 5.15.

3. CONTRIBUTIONS

3.1 Member contributions

- (a) A Member must contribute to the Fund at the rate (if any) the Employer and the Member agree upon from time to time.
- (b) A Member's contributions will be deducted from time to time by the Employer from the Member's remuneration, unless the Member and the Employer agree otherwise or the law does not so allow. The Employer must pay the deducted contributions to the Trustee within the Prescribed Period, but otherwise in the manner and at the times agreed between the Employer and the Trustee.

3.2 Employer contributions

- (a) An Employer must contribute to the Fund for each Member employed by it at the rate agreed upon between the Employer and the Trustee from time to time for that Member.
- (b) An Employer's contributions must be paid in the manner and at the times agreed upon between the Employer and the Trustee.
- (c) An Employer may at any time and from time to time by notice in writing to the Trustee suspend payment of or reduce future contributions payable by the Employer in respect of any Member or Members.
- (d) An Employer may with the approval of the Trustee make additional contributions for a Member.

3.3 Contributions paid to Administrator

- (a) An Employer, or a Member with the Employer's consent, may pay a contribution direct to an Administrator or Investment Manager, or to a Life Insurance Company or other similar body to which the Trustee has delegated the function of receiving contributions for the credit of the Fund.

- (b) An Employer must notify the Trustee, in any form prescribed by the Trustee, that any contributions paid in the manner authorised in Rule 3.3(a) have been or will be made to the body to which the contributions are paid.
- (c) Payment of contributions in accordance with Rule 3.3(a) and (b) is deemed to be payment to the Trustee and payment by the Trustee to the body to which the contribution is paid, but contributions paid in accordance with Rule 3.3(a) are not deemed to have been paid to the Trustee unless the Employer has notified the Trustee in accordance with Rule 3.3(b).

3.4 **Form of contributions**

A contribution may be paid by cash or assignment or transfer of ownership of any benefits or assets (including policies of insurance) which are Authorised Investments. Where any contribution is paid by assignment or transfer of ownership of any benefits or assets, the Employer or Member paying the contribution is responsible for all stamp duty, brokerage fees, commission and other costs, charges and expenses in respect of the assignment or transfer.

3.5 **Restrictions on contributions**

The Trustee may accept contributions for a Member only if the contributions may be accepted under the Operational Standards.

3.6 **Discretion to refuse contributions**

The Trustee may refuse to accept all or any part of any contribution from any person without giving any reason.

3.7 **Cessation of contributions**

Contributions must cease to be paid for a Member when the Member:

- (a) becomes entitled to be paid a Benefit;
- (b) ceases to be a Member; or
- (c) attains age 65, unless the Operational Standards permit and the Employer agrees that contributions may continue.

4. **ESTABLISHMENT OF ACCOUNTS**

4.1 **General Account**

- (a) The Trustee may keep a General Account for the Fund.
- (b) The Trustee will credit to the General Account:
 - (i) all interest, dividends and other income earned on the investment of the Assets of the Fund;
 - (ii) any commissions or emoluments received by the Trustee on the investment of the Assets of the Fund or otherwise in respect of the Assets of the Fund generally;
 - (iii) realised capital gains;
 - (iv) gains arising on a revaluation on any Assets of the Fund allocated to the General Account;
 - (v) any amount allocated to the General Account from the Tax Reserve Account.
- (c) The Trustee will debit to the General Account:
 - (i) any loss on the disposal of any Assets of the Fund;
 - (ii) such proportion as the Trustee determines of the expenses incurred in the administration of the Fund;
 - (iii) the cost of any blanket or group policy of life, disability or accident insurance effected by the Trustee for all Members, or a group of Members, to the extent that the cost is not paid by an Employer and the Trustee does not determine that the cost should be debited to Member Accounts;
 - (iv) such proportion as the Trustee determines of the amount of any Tax which the Trustee determines is payable on the taxable income of the Fund;

- (v) losses arising on a revaluation of any Assets of the Fund allocated to the General Account.

4.2 Vested Employer Account

- (a) The Trustee may keep a Vested Employer Account for each Member.
- (b) The Trustee will credit to a Member's Vested Employer Account:
 - (i) any Employer Vested Contributions made in respect of the Member;
 - (ii) any part of the value of any payment, assignment or transfer to the Fund in respect of the Member pursuant to Rule 2.9 which the Trustee determines to credit to the Vested Employer Account;
 - (iii) net earnings of the Fund allotted to the Vested Employer Account;
 - (iv) any amounts allocated to the Vested Employer Account from the Tax Reserve Account;
 - (v) gains arising on a revaluation of any Assets of the Fund allocated to the Vested Employer Account.
- (c) The Trustee will debit to a Member's Vested Employer Account:
 - (i) any Benefit or part of a Benefit paid from the Vested Employer Account in respect of the Member;
 - (ii) any amount transferred from the Vested Employer Account pursuant to Rule 2.10;
 - (iii) any negative net earnings of the Fund allotted to the Vested Employer Account;
 - (iv) losses arising on a revaluation of any Assets of the Fund allocated to the Vested Employer Account;
 - (v) such proportion as the Trustee determines of the amount of any Tax which the Trustee determines is payable on the taxable income of the Fund;
 - (vi) such proportion as the Trustee determines of the expenses incurred in the administration of the Fund;
 - (vii) such proportion as the Trustee determines of the cost of any individual policy of life, disability or accident insurance effected by the Trustee for the Member;
 - (viii) such proportion as the Trustee determines of the cost of any blanket or group policy of life, disability or accident insurance effected by the Trustee for all Members or a group of Members where the cost is not paid by an Employer.

4.3 Ordinary Employer Account

- (a) The Trustee may keep an Ordinary Employer Account for each Member.
- (b) The Trustee will credit to a Member's Ordinary Employer Account:
 - (i) any Employer Ordinary Contributions made in respect of the Member;
 - (ii) any part of the value of any payment, assignment or transfer to the Fund in respect of the Member pursuant to Rule 2.9 which the Trustee determines to credit to the Ordinary Employer Account;
 - (iii) net earnings of the Fund allotted to the Ordinary Employer Account;
 - (iv) any amounts allocated to the Ordinary Employer Account from the Tax Reserve Account;
 - (v) gains arising on a revaluation of any Assets of the Fund allocated to the Ordinary Employer Account.
- (c) The Trustee will debit to a Member's Ordinary Employer Account:
 - (i) any Benefit or part of a Benefit paid from the Ordinary Employer Account in respect of the Member;
 - (ii) any amount transferred from the Ordinary Employer Account pursuant to Rule 2.10;
 - (iii) any negative net earnings of the Fund allotted to the Ordinary Employer Account;

- (iv) losses arising on a revaluation of any Assets of the Fund allocated to the Ordinary Employer Account;
- (v) such proportion as the Trustee determines of the amount of any Tax which the Trustee determines is payable on the taxable income of the Fund;
- (vi) such proportion as the Trustee determines of the expenses incurred in the administration of the Fund;
- (vii) such proportion as the Trustee determines of the cost of any individual policy of life, disability or accident insurance effected by the Trustee for the Member;
- (viii) such proportion as the Trustee determines of the cost of any blanket or group policy of life, disability or accident insurance effected by the Trustee for all the Members, or a group of Members.

4.4 Members Account

- (a) The Trustee may keep a Members Account for each Member.
- (b) The Trustee will credit to a Member's Members Account:
 - (i) any contributions made by the Member;
 - (ii) any part of the value of any payment, assignment or transfer to the Fund in respect of a Member pursuant to Rule 2.9 which the Trustee determines to credit to the Members Account;
 - (iii) the proceeds of any policy of life and/or disability insurance effected by the Trustee in respect of the Member;
 - (iv) net earnings of the Fund allotted to the Members Account;
 - (v) any amounts allocated to the Members Account from the Tax Reserve Account;
 - (vi) gains arising on a revaluation of any Assets of the Fund allocated to the Members Account;
 - (vii) any other moneys received by the Trustee in respect of the Member and not otherwise credited.
- (c) The Trustee will debit to a Member's Members Account:
 - (i) any Benefit or part of a Benefit paid from the Members Account in respect of the Member;
 - (ii) any amount transferred from the Members Account pursuant to Rule 2.10;
 - (iii) any negative net earnings of the Fund allotted to the Members Account;
 - (iv) losses arising on a revaluation of any Assets of the Fund allocated to the Members Account;
 - (v) such proportion as the Trustee determines of the amount of any Tax which the Trustee determines is payable on the taxable income of the Fund;
 - (vi) such proportion as the Trustee determines of the expenses incurred in the administration of the Fund;
 - (vii) such proportion as the Trustee determines of the cost of any individual policy of life, disability or accident insurance effected by the Trustee in respect of the Member;
 - (viii) such proportion as the Trustee determines of the cost of any blanket or group policy of life, disability or accident insurance effected by the Trustee for all the Members, or a group of Members.

4.5 Tax Reserve Account

- (a) The Trustee may keep a Tax Reserve Account for the purpose of setting aside amounts from the General Account and Member Accounts for the payment of any Tax assessed on the taxable income of the Fund.
- (b) The Trustee will credit to the Tax Reserve Account:
 - (i) amounts debited to the General Account and Member Accounts as provision for Tax;
 - (ii) any refund of Tax paid.

- (c) The Trustee will debit to the Tax Reserve Account:
 - (i) any Tax paid;
 - (ii) any amounts allocated to the General Account, the Reserve Account or Member Accounts pursuant to Rule 4.5(d).
- (d) The Trustee may after payment of Tax allocate any balance in the Tax Reserve Account to any of:
 - (i) the General Account;
 - (ii) the Reserve Account;
 - (iii) Member Accounts, in proportions determined by the Trustee.

4.6 Reserve Account

- (a) The Trustee may keep a Reserve Account to stabilise Fund Earning Rates from year to year and for such other purposes as the Trustee determines in accordance with Rule 7.8(f).
- (b) The Trustee will credit to the Reserve Account:
 - (i) any amounts allocated from the General Account on declaration of a Fund Earning Rate;
 - (ii) any balance remaining in a Member's Ordinary Employer Account after payment of the Member's Benefit;
 - (iii) gains arising on a revaluation of any Assets of the Fund allocated to the Reserve Account; and
 - (iv) any other amounts which may be credited to the Reserve Account under this Deed.
- (c) The Trustee will debit to the Reserve Account:
 - (i) amounts allocated to Member Accounts on declaration of a Fund Earning Rate;
 - (ii) any other amount which the Trustee applies for a purpose permitted by the Operational Standards as a proper use of a Reserve Account;
 - (iii) losses arising on a revaluation of any Assets of the Fund allocated to the Reserve Account.

4.7 Fund Earning Rate

- (a) At each Distribution Date, the Trustee must declare a Fund Earning Rate for the Distribution Period ending on that Distribution Date after consideration of:
 - (i) the investment return on the Assets of the Fund for the Distribution Period;
 - (ii) the expenses of the Fund which have not been debited to Member Accounts;
 - (iii) any balance standing to the credit of the Reserve Account;
 - (iv) any other matters the Trustee is required to have regard to under the Operational Standards;
 - (v) any other matters the Trustee considers relevant and are not inconsistent with the Operational Standards.
- (b) A Fund Earning Rate may be positive or negative.

4.8 Allocation of earnings

- (a) On each Distribution Date, the Trustee must on the basis of the Fund Earning Rate declared allot the net earnings of the Fund by allocating an amount from the General Account and, where applicable, the Reserve Account and proportionately crediting or debiting that amount to Member Accounts having regard to:
 - (i) the balance standing to the credit of the Member Accounts for each Member on the later of the date of admission of the Member to the Fund or the immediately preceding Distribution Date;
 - (ii) the credits and debits made from time to time to the Member Accounts of each Member since the date

referred to in paragraph (i);

- (iii) any other matters the Trustee considers relevant and are not inconsistent with the Operational Standards.
- (b) Any balance remaining in the General Account after allotment of net earnings pursuant to Rule 4.8(a) must be credited to the Reserve Account.

4.9 Allocation of earnings on benefit payment

On a Member becoming entitled to a Benefit, the Trustee must allot to the Member Accounts of that Member a proportionate share of the net earnings of the Fund for the period since the last Distribution Date, calculated taking into account such matters as the Trustee considers relevant and are consistent with or are required by the Operational Standards.

4.10 Valuation

- (a) The Trustee may at any time engage a valuer to value the Assets of the Fund or any of them.
- (b) The Trustee must when engaging a valuer:
 - (i) satisfy itself that the valuer is qualified to value assets of a comparable type to any of the Assets of the Fund which are to be valued;
 - (ii) instruct the valuer to report in writing to the Trustee.
- (c) On the receipt of a report by a valuer under Rule 4.10(b), the Trustee must determine whether any fluctuations in the value of the Assets of the Fund or any of them should be reflected in adjustments to the balance in the General Account or the Reserve Account or by crediting or debiting Member Accounts.

4.11 Other accounts

Notwithstanding the preceding provisions of this Rule 4, the Trustee may keep other accounts either in addition to or in substitution for the accounts and accounting systems set out in this Rule 4.

5. *BENEFITS*

5.1 When Benefit payable

- (a) A Benefit is payable in respect of a Member when the Member:
 - (i) Retires;
 - (ii) attains an age at which the Operational Standards permit a Benefit to be paid or commence to be paid, and the Member requests that the Benefit be paid;
 - (iii) attains such an age in such circumstances that the Operational Standards require that the Member be paid a Benefit;
 - (iv) dies;
 - (v) suffers Total and Permanent Disablement; or
 - (vi) otherwise ceases Service.
- (b) A Member may apply to the Trustee in writing to defer payment of a Benefit except a Benefit payable under Rule 5.1(a)(iii) or (iv). The Trustee may agree to defer payment of the Benefit unless the Operational Standards require that the Benefit be paid.
- (c) Where payment of a Benefit is deferred under Rule 5.1(b):
 - (i) the Trustee may accept contributions for that Member where the Operational Standards permit the acceptance of the contributions;
 - (ii) the Member may at any time request payment of the Benefit or part of the Benefit;

- (iii) the Trustee must pay the Benefit or any part of the Benefit at the Member's request to the extent that it is not a Preserved Benefit;
 - (iv) where the Member requests payment of a Benefit or part of a Benefit which is a Preserved Benefit, the Trustee must pay it in accordance with Rule 5.11;
 - (v) the Trustee must pay or commence to pay the Benefit in full when the Operational Standards require that the Benefit be paid to the Member or the Member dies.
- (d) Where the Trustee has accepted a rollover of a Member's Entitlement pursuant to Rule 2.9 to the extent that the Entitlement is not a Preserved Benefit:
- (i) the Member may at any time request payment of the Benefit or part of the Benefit and the Trustee must pay the Benefit or part of it on the Member's request;
 - (ii) the Trustee must pay or commence to pay the Benefit in full when the Operational Standards require that the Benefit be paid to the Member or the Member dies.

5.2 Retirement Benefit

The amount of a Benefit payable pursuant to Rule 5.1(a)(i), (ii) or (iii) is equal to the Member's Total Account Balance and is payable:

- (a) as a Pension to a Category A Member;
- (b) as a lump sum to a Category B Member.

5.3 Death and Total and Permanent Disablement Benefit

- (a) The amount of a Benefit payable on a Member's death or Total and Permanent Disablement is equal to the Member's Total Account Balance including the proceeds of any policy of insurance received by the Trustee on the Member's death or Total and Permanent Disablement.
- (b) A Benefit payable on a Member's death or Total and Permanent Disablement is payable as a lump sum or a Pension or a combination of lump sum and Pension as the Trustee determines.

5.4 Withdrawal Benefit

- (a) The amount of a Benefit payable to a Member pursuant to Rule 5.1(a)(vi) is the sum of:
 - (i) the balance standing to the credit of the Member's Vested Employer Account;
 - (ii) the balance standing to the credit of the Member's Members Account;
 - (iii) subject to Rule 5.4(b):
 - (A) a percentage of the balance standing to the credit of the Member's Ordinary Employer Account determined in accordance with the vesting scale adopted by the Principal Employer in the form of the Second Schedule; or
 - (B) if no vesting scale is adopted, the balance standing to the credit of the Member's Ordinary Employer Account.
- (b) The Employer may notify the Trustee within 30 days of any Benefit becoming payable pursuant to Rule 5.1(a)(vi) that the percentage of the balance standing to the credit of the Member's Ordinary Employer Account to which the Member is entitled under the vesting scale adopted by the Principal Employer is to be increased up to a maximum of 100%, and the Trustee must increase the Member's Benefit accordingly.
- (c) A Benefit payable under Rule 5.1(a)(vi):
 - (i) is payable to or at the direction of the Member as a lump sum, to the extent that the Benefit is not a Preserved Benefit;
 - (ii) is payable in accordance with Rule 5.11, to the extent that the Benefit is a Preserved Benefit.

5.5 Pension Benefit

- (a) Where a Benefit is payable as a Pension, the Trustee may:
 - (i) pay a Pension from the Fund; or
 - (ii) purchase an Annuity in the Member's name.
- (b) A Pension paid from the Fund must comply with any Operational Standards prescribed for the payment of allocated Pensions. The Trustee must ensure that the terms of any Annuity purchased for a Member are in accordance with the Operational Standards.
- (c) The amount of and frequency of the instalments of a Pension, and the terms on which payment is made, may be varied from time to time by the Trustee in accordance with the Operational Standards.
- (d) A Member entitled to or in receipt of a Pension may apply to the Trustee in writing to commute to a lump sum any part or all of the capital value of the Pension. The Trustee may:
 - (i) approve the commutation and pay the lump sum to the Member unless the Operational Standards do not permit the commutation; and
 - (ii) adjust the terms of payment of the Pension and the amount of the annual instalments of the Pension to take account of the amount commuted.
- (e) Where a Member in receipt of a Pension dies and is survived by a Spouse, the Trustee may:
 - (i) pay a Pension to the Spouse; or
 - (ii) pay in accordance with Rule 5.9 a Benefit of an amount equal to the Member's Total Account Balance then remaining.
- (f) Rules 5.5(a), (b), (c) and (d) apply to any Pension paid to a Spouse as if the Pension were paid to a Member.
- (g) On the death of a Member in receipt of a Pension who has no Spouse or on the death of a Spouse in receipt of a Pension, the Trustee must, unless the Operational Standards do not so permit, pay to the Dependants of the Member or Spouse (provided that, in the case of a deceased Spouse, the Dependants were Dependants of the deceased Member at the date of the Member's death) or to the Member's Legal Personal Representative or to any one or more of them to the exclusion of the other or others of them and in such proportions as the Trustee determines a lump sum equal to the Member's Total Account Balance then remaining.
- (h) If a Benefit is payable under Rule 5.5(g) and the Trustee is unable to identify any Dependants of the Member and no Legal Personal Representative has been appointed to the Member's estate or the Member's estate has been fully administered and the Member's Legal Personal Representative has accordingly ceased to act, the Trustee may:
 - (i) pay the Benefit to any person who in the Trustee's opinion has a fair claim to the Benefit, where the Operational Standards permit the payment to be made to that person; or
 - (ii) credit the amount of the Benefit to the Reserve Account, unless the Operational Standards do not so permit.

5.6 Lump Sum Benefit

- (a) Where a Benefit is payable as a lump sum, the Trustee:
 - (i) must pay the Benefit as soon as practicable after it becomes payable;
 - (ii) may pay the Benefit in more than one instalment unless the Operational Standards require that the Benefit be paid in a single lump sum.
- (b) A Member entitled to a Benefit payable as a lump sum may apply to the Trustee in writing to commute any part or all of the Benefit to a Pension. The Trustee may approve the commutation and pay a Pension from the amount specified by the Member as the amount to be commuted to a Pension. The Pension must be paid in accordance with Rule 5.5.

5.7 Excess Benefits

- (a) Where the amount of a Benefit would exceed the amount which is eligible for concessional taxation treatment on

its receipt by the Member, the Member may, on or before becoming entitled to receive the Benefit, request the Trustee to reduce the amount of the Benefit to an amount specified in the request which is not less than the maximum amount eligible for concessional taxation treatment.

- (b) The Trustee may:
- (i) agree to a request by a Member under Rule 5.7(a), to the extent that the Benefit constitutes a balance in the Member's Ordinary Employer Account;
 - (ii) pay the Member as a Benefit the amount specified in the request or a greater amount up to the amount of the Benefit to which the Member is entitled; and
 - (iii) credit the balance of the Member's Ordinary Employer Account after payment of the Benefit to the Reserve Account.

5.8 Nominated Dependant

- (a) A Member may from time to time in a form approved by the Trustee notify the Trustee:
- (i) the names and addresses of any Dependants to whom the Member wishes any Benefit payable on the Member's death to be paid;
 - (ii) the proportions and manner in which the Member wishes the Benefit to be paid,
- ("Nominated Dependant Notice").
- (b) A Nominated Dependant Notice may be varied or replaced by the Member from time to time in a form approved by the Trustee.
- (c) A Nominated Dependant Notice given by a Member is not binding on the Trustee but the Trustee may consider the notice when exercising its discretion under Rule 5.9.

5.9 Death Benefit

- (a) Unless a Pension is payable to the Spouse of a deceased Member, the Trustee may pay a Benefit on a Member's death to such of the Member's Nominated Dependants or other Dependants or Legal Personal Representative or to any one or more of them to the exclusion of the other or others of them and in such proportions as the Trustee determines.
- (b) If the Trustee after making reasonable enquiries is unable to identify any Dependants or Legal Personal Representative of a deceased Member, the Trustee may:
- (i) pay the Benefit to any person who in the Trustee's opinion has a fair claim to the Benefit, where the Operational Standards permit the payment to be made to that person; or
 - (ii) credit the amount of the Benefit to the Reserve Account unless the Operational Standards do not so permit.

5.10 Payment by transfer of assets

- (a) The Trustee may with the agreement of a Member or other person to whom a Benefit is payable as a lump sum pay the Benefit by way of a transfer of any of the Assets of the Fund in specie to the Member or person.
- (b) The Assets of the Fund transferred under Rule 5.10(a) must be equivalent in value to the amount of the Benefit.
- (c) For the purposes of Rule 5.10(b), the value of any Assets of the Fund transferred shall be calculated at market value and any costs, charges or expenses incurred in the transfer, including (without limitation) stamp duty, brokerage fees and commission, shall be paid by the Member or other person to whom the Benefit is payable or, if the Member or other person so consents, shall be deducted from the Benefit.

5.11 Preserved Benefits

Any Benefit or part of a Benefit which is a Preserved Benefit can only be paid:

- (a) to the Member in the form of a non-commutable life pension or non-commutable life annuity; or
- (b) by way of a transfer or rollover for the benefit of the Member to an Approved Deposit Fund or Regulated

Superannuation Fund or Deferred Annuity.

5.12 Payment by Trustee

- (a) The payment or application of any moneys in accordance with this Rule 5 is a complete discharge to the Trustee for the amount of the moneys paid or applied as against any person claiming an interest in those moneys.
- (b) A Benefit must not be paid until the Trustee has determined that:
 - (i) the Benefit is payable in accordance with this Deed;
 - (ii) the person claiming the Benefit is entitled to receive it under this Deed.
- (c) Notwithstanding Rule 5.12(b)(i), the Trustee may pay an amount comprising any part of the balance in a Member's Member Accounts to or for the benefit of the Member or the Member's Dependants, where:
 - (i) the Member has requested payment of the amount;
 - (ii) the Member has produced evidence satisfactory to the Trustee that refusal to pay the amount would cause financial hardship to the Member or the Member's Dependants, or payment of the amount is otherwise justified; and
 - (iii) the Insurance and Superannuation Commissioner has made a determination in writing that the Member is in financial hardship and has approved the payment of the amount, or the payment is otherwise authorised under the Operational Standards.
- (d) Payment by the Trustee of a Benefit in good faith to a person believed by the Trustee to be entitled to receive it is deemed for the purposes of this Deed to be payment to a person entitled to receive it and is a valid discharge to the Trustee of its obligations in respect of the payment of that Benefit.
- (e) The Trustee when determining questions of fact may act upon any proofs or presumptions it considers satisfactory whether strictly legal proofs or presumptions or not.

5.13 Member's debt or defalcation

- (a) Subject to Rule 5.13(b), the Trustee may deduct from a Member's Benefit:
 - (i) all amounts owing presently or contingently by the Member to an Employer;
 - (ii) the amount of any loss incurred by an Employer, or which the Employer considers will be incurred, in consequence of the Member's fraud, dishonesty, defalcation, serious misconduct or negligence; or
 - (iii) the costs of any civil or criminal proceedings, incurred by an Employer, or which the Employer considers will be incurred, in attempting to recover any amount owing by the Member to the Employer in consequence of the Member's fraud, dishonesty, misconduct or negligence.
- (b) Any part of a Member's Benefit which:
 - (i) is a Preserved Benefit; or
 - (ii) represents a balance in the Member's Vested Employer Account or Members Account,must not be deducted under Rule 5.13(a).
- (c) The amount deducted from a Member's Benefit under Rule 5.13(a) must be:
 - (i) paid to the Employer, to the extent that the amount is presently owed or the amount represents a loss or cost that has been incurred;
 - (ii) retained by the Trustee, where the amount is contingently owed or represents a loss or cost that the Employer considers will be incurred, pending the outcome of the contingency or the finalisation of the amount of the loss or cost, whereupon the amount shall be paid to the Employer or as a Benefit to the Member as the case requires.
- (d) The Trustee may accept a statement in writing signed by an Employer specifying:

- (i) an amount owing presently or contingently to it by a Member; or
 - (ii) the amount of any loss or costs incurred or which the Employer considers will be incurred,
- as sufficient evidence of the matters stated in it.

5.14 Payment of Benefit where Member unable to manage affairs

Where a Benefit has become payable to a Member and the Member is in the opinion of the Trustee suffering from any physical or mental disability which renders the Member incapable of managing the Member's own affairs (whether or not that disability constitutes Total and Permanent Disablement):

- (a) the Trustee may pay the Benefit to any person the Trustee considers responsible for managing the Member's affairs or make such other arrangements for payment of the Benefit as the Trustee thinks appropriate, if the Operational Standards so permit or the Insurance and Superannuation Commissioner agrees;
- (b) payment of the Benefit in accordance with Rule 5.14(a) is a complete discharge to the Trustee as against the Member (even if the Member subsequently ceases to be so disabled) and any other person claiming an interest in the Member's Benefit.

5.15 Unclaimed Benefits

- (a) Where a Benefit is payable to or in respect of a Member and:

- (i) the Member has reached the eligibility age for an age pension;
- (ii) the Member has not applied to the Trustee to have the Benefit paid to the Member; and
- (iii) the Trustee is unable to pay the Benefit to the Member because the Trustee is unable to find the Member after having made reasonable efforts to do so,

the Trustee must deal with the Member's Benefit in the manner prescribed in the Operational Standards.

- (b) Subject to the Operational Standards, where a Benefit is payable to or in respect of a Member and:

- (i) a period of 90 days has elapsed since the Benefit became payable and the Benefit has not been paid, the Trustee may pay the Benefit to an Eligible Rollover Fund;

- (ii) a period of 90 days has elapsed since the Benefit became payable and:

- (A) the Benefit has not been paid; and

- (B) the Trustee is satisfied that the Member did not receive at least 2 consecutive reports sent to Members to comply with the Operational Standards,

the Trustee must pay the Benefit to an Eligible Rollover Fund.

- (c) The Trustee must provide to Members such details of its powers under this Rule 5.15 as the Operational Standards require.

5.16 Deduction of Tax from Benefits

The Trustee may deduct from any Benefit payable to any Member pursuant to this Deed any amount on account of Tax payable as the Trustee thinks proper and pay the amount to the body imposing the Tax. The Member is entitled to receive only the net Benefit after the deduction of Tax payable.

6. FUND ASSETS AND INVESTMENTS

6.1 Fund held on trust

The Trustee shall hold the Assets of the Fund for the benefit of Members on the trusts provided for in this Deed.

6.2 Payment of expenses

- (a) The Trustee may pay from the Fund the expenses incurred from time to time in the administration of the Fund

which are not paid by an Employer.

- (b) Without limiting Rule 6.2(a), expenses which the Trustee may pay from the Fund include:
- (i) fees payable to the Auditor and to any Investment Manager, Administrator, actuary, valuer or any other adviser engaged by the Trustee to perform services for the Fund;
 - (ii) costs and disbursements incurred in connection with or incidental or ancillary to the retirement of a Trustee and the appointment of another in substitution;
 - (iii) except where a court otherwise directs, costs and disbursements incurred by or on behalf of the Trustee or an Employer in connection with the initiation, carriage and settlement of any court proceedings (including any negotiations and demands relating to the proceedings) against the other of them arising from any breach or default by the other under this Deed;
 - (iv) costs and disbursements incurred in the establishment or termination of the Fund;
 - (v) costs and disbursements incurred in amending this Deed.
- (c) The Trustee may debit expenses paid from the Fund to any or all of:
- (i) the General Account;
 - (ii) the Reserve Account;
 - (iii) Member Accounts,
- in proportions determined by the Trustee.

6.3 Investments

- (a) The Trustee must formulate an investment strategy for the Fund. In formulating the investment strategy the Trustee must have regard to the whole of the circumstances of the Fund including, but not limited to, the matters prescribed by the Operational Standards.
- (b) The Trustee may invest the moneys of the Fund in any of the following:
- (i) any investment for the time being authorised by law for the investment of trust funds;
 - (ii) shares, notes, options, debentures or other securities of any corporation or the securities of any government, semi-governmental body or public authority;
 - (iii) the purchase, lease or other acquisition of real property, including improvements, fixtures and fittings, and rights conferring options, rights of first refusal or otherwise relating to the acquisition of real property;
 - (iv) the purchase, lease, hire or other acquisition of personal property, and any share or estate or interest in personal property;
 - (v) units (or the equivalent rights or interests) in any unit trust, common fund, pooled superannuation trust or property trust;
 - (vi) deposits with any bank, building society, credit co-operative or other registered financial institution in any type of account;
 - (vii) any policy of life, disability or accident insurance underwritten by a Life Insurance Company;
 - (viii) bills of exchange and promissory notes whether purchased or discounted and which have been either drawn, accepted or endorsed by a bank or a statutory body;
 - (ix) subject to Rule 6.3(d), any other property.
- (c) The Trustee has full power to vary, replace, encumber and otherwise deal with the Assets of the Fund as fully and effectively as if it were dealing with its own property.
- (d) The Trustee must:

- (i) not lend money of the Fund, or give any other financial assistance using the resources of the Fund, to any Member or to a relative of any Member, except as permitted under the Operational Standards;
- (ii) not intentionally acquire an asset from a Member or a relative of a Member, except as permitted by the Operational Standards;
- (iii) not borrow, otherwise than as provided in Rule 8.1(l), or maintain an existing borrowing, except as permitted by the Operational Standards;
- (iv) not invest moneys of the Fund unless:
 - (A) the Trustee and the other party to the transaction are dealing with each other at arm's length in respect of the transaction; or
 - (B) where the transaction is not at arm's length, its terms are as permitted by the Operational Standards;
- (v) take all reasonable steps to ensure that the percentage of the Assets of the Fund invested in in-house assets as defined in section 71 of the Act complies with Part 8 of the Act;
- (vi) not make any other investment prohibited by the Operational Standards.

6.4 Insurance

- (a) Without limiting Rule 6.3(b)(vii), the Trustee may invest all or any part of the balance of Member Accounts in the payment of premiums on a policy or policies of life, disability or accident insurance, underwritten by a Life Insurance Company, in which the Trustee has a legal or equitable interest.
- (b) The Trustee may:
 - (i) effect a policy of insurance under Rule 6.4(a) on such terms and conditions and for such periods as the Trustee determines;
 - (ii) accept an assignment of a policy of insurance on such terms as the Trustee determines;
 - (iii) discontinue or surrender a policy of insurance at any time.
- (c) The Trustee may effect or acquire a policy of insurance which relates to more than one Member.
- (d) For the purposes of this Rule 6.4 the Trustee may from time to time request a Member or any person who has applied to become a Member to:
 - (i) be medically examined;
 - (ii) submit other evidence of health, habits or pastimes;
 - (iii) provide proof of age to the satisfaction of the Life Insurance Company;
 - (iv) take such other steps as may be required by the Trustee or the Life Insurance Company for the purposes of insurance.
- (e) The premiums for policies of insurance and insurance related expenses, if not paid by an Employer, shall be debited to the General Account or debited to Member Accounts as the Trustee determines.

7. TRUSTEE

7.1 Eligibility to act as Trustee

- (a) The Fund must have a sole Trustee which is a Constitutional Corporation.
- (b) Where the Operational Standards require the Fund to comply with the equal representation rules in Part 9 of the Act, the Trustee must:
 - (i) ensure that the Fund complies with the equal representation rules;
 - (ii) establish and publish rules setting out a procedure for appointment and removal of representatives of the

Members on the board of directors of the Trustee in accordance with the requirements in the Operational Standards; and

- (iii) where the Fund relies on section 89(2) of the Act in order to comply with the equal representation rules, establish and publish rules relating to the appointment and removal of an additional independent director of the Trustee in accordance with the requirements in the Operational Standards.

7.2 Appointment, removal and replacement of Trustee

(a) A Trustee ceases to hold office if:

- (i) the Principal Employer gives notice in writing to the Trustee that the Trustee is removed, if the Operational Standards permit the Principal Employer to remove the Trustee;
- (ii) the Trustee resigns from office by notice in writing to the Principal Employer;
- (iii) the Trustee becomes a Disqualified Person;
- (iv) the Trustee is removed by the Insurance and Superannuation Commissioner.

(b) The Principal Employer or, where the Operational Standards so require, the Insurance and Superannuation Commissioner may appoint a new Trustee. The appointment must:

- (i) be in writing;
- (ii) otherwise comply with the Operational Standards.

(c) A delay in the appointment of a Trustee does not invalidate the appointment.

(d) Any act or determination of a Trustee is valid notwithstanding any defect in the Trustee's appointment.

7.3 Vesting Fund in new Trustee

The retiring Trustee must execute all transfers, deeds or other documents necessary to transfer the Assets of the Fund into the name of the new Trustee and deliver to the new Trustee all books, documents, records and other property whatsoever relating to the Fund.

7.4 Director of Trustee or Employer may be Member

A director, officer or Employee of an Employer or the Trustee is not by virtue of that person's office, or of powers being delegated by the Trustee to that person, disqualified from being a Member or from exercising any rights or deriving any benefits as a Member.

7.5 Trustee's personal interest

The Trustee or any responsible officer of the Trustee may exercise or participate in exercising all powers and discretions conferred on the Trustee by this Deed or by law notwithstanding that the person has a direct or other personal interest in the mode or result of exercising that power or discretion.

7.6 Discretions absolute

The Trustee has an absolute and uncontrolled discretion in the exercise of its powers and discretions and may exercise or refrain from exercising all or any of those powers and discretions at any time.

7.7 Indemnity to Trustee

(a) Subject to Rule 7.7(b), the Trustee:

- (i) is not liable for any loss to the Fund arising from any act or omission by the Trustee;
- (ii) is entitled to be indemnified out of the Assets of the Fund for any liability or loss incurred by it while acting as Trustee.

(b) Rule 7.7(a) does not apply to exempt the Trustee from liability for or indemnify the Trustee against:

- (i) a breach of trust where the Trustee:

- (A) failed to act honestly in a matter concerning the Fund; or
 - (B) intentionally or recklessly failed to exercise, in relation to a matter affecting the Fund, the degree of care and diligence that the Trustee was required to exercise; or
- (ii) a monetary penalty under a Civil Penalty Order.

(c) References in this Rule 7.7 to Trustee include directors of the Trustee acting in that capacity.

7.8 Covenants by Trustee

The Trustee covenants with the Principal Employer with the intent that the covenants shall enure for the benefit of the Members:

- (a) to act honestly in all matters concerning the Fund;
- (b) to exercise in relation to all matters affecting the Fund the same degree of care, skill and diligence as an ordinary prudent person would exercise in dealing with 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;
- (d) to keep the Assets of the Fund separate from any money and assets that are held by the Trustee personally or that are money or assets of an Employer or an Associate of an Employer;
- (e) not to enter into any contract or do anything else that would prevent the Trustee from or hinder the Trustee in properly performing or exercising the Trustee's functions and powers;
- (f) if a Reserve Account is kept, to formulate and give effect to a strategy for the prudential management of the Reserve Account, consistent with the Fund's investment strategy and its capacity to discharge its liabilities (whether actual or contingent) as and when they fall due;
- (g) to give to:
 - (i) a prospective Member;
 - (ii) a new Member;
 - (iii) a Member;
 - (iv) a terminating Member; and
 - (v) any other person,

within the Prescribed Period the information required by the Operational Standards to be given to that person.

7.9 Remuneration of Trustee

The Trustee may receive remuneration for its office from the Fund at a rate determined by the Principal Employer and approved by the Trustee. An Employer may remunerate the Trustee from its own resources.

8. MANAGEMENT OF FUND

8.1 Trustee's Powers of Management

In addition to the power of investment, the Trustee may take such action and do such things as it determines to administer the Fund and to comply with the Operational Standards including:

- (a) leasing and accepting surrenders of leases with power to compromise with lessees and others;
- (b) executing and paying for repairs and improvements;
- (c) conducting and settling legal proceedings;
- (d) attending and voting at meetings;

- (e) paying all outgoings reasonably and properly incurred in connection with the Fund;
- (f) subject to Rule 6.3(d)(i), (iv) and (v), lending money whether with or without security or interest and on such terms as it determines;
- (g) developing, improving, subdividing, building, rebuilding, altering, extending, replacing, repairing, managing, operating and otherwise dealing with any Authorised Investment and purchasing plant, equipment and fittings;
- (h) entering into, performing and enforcing agreements, contracts and deeds;
- (i) drawing, endorsing, discounting, selling, purchasing and otherwise dealing with bills of exchange either alone or jointly and in particular commercial bills;
- (j) setting aside moneys out of the capital and income of the Fund to meet the obligations of the Trustee under the Deed;
- (k) paying Benefits;
- (l) borrowing:
 - (i) for any of the purposes;
 - (ii) to the extent; and
 - (iii) for the term,permitted under the Operational Standards, and giving security for any such borrowing over any of the Assets of the Fund;
- (m) insuring any risks;
- (n) opening and operating bank or building society accounts;
- (o) settling, compromising or submitting to arbitration any claims, matters or things relating to this Deed;
- (p) retaining the services of professional or other advisers in relation to the management and administration of the Fund;
- (q) electing to be bound by legislation; and
- (r) doing such other things as the Trustee determines are incidental to any or all of the above powers.

None of the foregoing paragraphs shall limit or restrain the scope or ambit of any of the other paragraphs.

8.2 Delegation of Trustee Powers

- (a) The Trustee may delegate any functions, authorities, discretions or powers exercisable by the Trustee (including a power which the Trustee has a duty to exercise) to any person upon such terms and conditions as it determines.
- (b) The Trustee is not liable or responsible for any act or omission, error of judgment, negligence or breach of trust of a delegate, unless Rule 7.7(b) applies.
- (c) The Trustee may:
 - (i) revoke any delegation;
 - (ii) exercise any delegated function, authority, discretion or power itself concurrently with or to the permanent or temporary exclusion of a delegate.

8.3 Investment Manager

- (a) Subject to Rule 8.3(b), the Trustee may appoint on such terms as it determines, including the granting of any indemnity reasonably required, one or more persons to manage the investment of the Assets of the Fund or any of them whether in the name of that Investment Manager or otherwise.
- (b) An Investment Manager may be appointed only if the following conditions are satisfied:

- (i) the appointment is in writing;
- (ii) the Investment Manager is eligible under the Operational Standards to be appointed to act;
- (iii) the agreement appointing the Investment Manager contains adequate provision to enable the Trustee to require the Investment Manager from time to time:
 - (A) to provide appropriate information as to the making of, and return on, the investments under management; and
 - (B) to provide such information as is necessary to enable the Trustee to assess the capability of the Investment Manager to manage the investments under management;
- (iv) no provision of the agreement appointing the Investment Manager exempts the Investment Manager from liability for negligence or limits that liability;
- (v) the Investment Manager undertakes to hold the earnings from the investments of the Fund in trust for and on behalf of the Trustee.

8.4 Administrator

- (a) The Trustee may appoint in writing on such terms as it determines, including the granting of any indemnity reasonably required, a person to administer the Fund.
- (b) The Trustee may delegate to an Administrator any matters relating to the administration of the Fund.

8.5 Appointment of custodian

- (a) The Trustee may appoint a person as custodian to receive, hold and retain registration of any of the Assets of the Fund.
- (b) A custodian must be eligible for appointment under the Operational Standards and the terms of the appointment must comply with any conditions prescribed in the Operational Standards.

8.6 Actuary

The Trustee may from time to time engage an actuary to advise the Trustee on any matters on which the Trustee considers the advice of an actuary is desirable, but is not obliged to act on the actuary's advice.

8.7 Significant Adverse Effect

On becoming aware of the occurrence of an event having a Significant Adverse Effect on the financial position of the Fund the Trustee must give within the Prescribed Period written notice of the event to the Insurance and Superannuation Commissioner setting out particulars of the event.

9. EMPLOYERS

9.1 Admission of Associated Employers

The Trustee must admit to the Fund as an Associated Employer any employer approved by the Principal Employer which has applied in writing in a form prescribed by the Trustee and agreed in writing to be bound by this Deed. On admission, the Trustee may make arrangements with the Associated Employer regarding the terms on which its Employees are to be admitted as Members.

9.2 Employer's authority

For the purposes of this Deed, the Trustee is entitled to regard an exercise of a discretion or the giving of an instruction or other authorisation made orally or written and signed by, or purported to be signed by, a director for the time being of an Employer as a valid exercise of discretion, instruction or other authorisation of the Employer.

9.3 Retirement of Employers

- (a) An Employer's participation in the Fund terminates when:
 - (i) the Employer delivers a notice in writing to the Trustee of its intention to terminate its contributions and to

cease participation;

- (ii) the Trustee with the agreement of the Principal Employer delivers a notice in writing to an Associated Employer to that effect;
 - (iii) the Trustee delivers a notice in writing to the Principal Employer to that effect;
 - (iv) the Employer goes into liquidation, or 30 days after a receiver or receiver and manager of its undertaking or part of its undertaking is appointed if the receiver or receiver and manager is not removed or withdrawn within that 30 days, or the Employer ceases in the opinion of the Trustee to carry on business.
- (b) When participation is terminated by delivery of a notice, the termination takes effect at the expiry of the period specified in the notice or if no period is specified on the date of delivery.

9.4 Termination of Principal Employer's participation

- (a) On termination of the Principal Employer's participation the powers and discretions vested in the Principal Employer under this Deed are exercisable by:
- (i) any Associated Employer which assumes by deed the role of the Principal Employer; or
 - (ii) where the Principal Employer is reconstructed, goes into liquidation for the purpose of reconstruction, is merged with or amalgamated with another employer, or if the Principal Employer disposes of all or any of its undertaking, such successor as assumes by deed the role of the Principal Employer.
- (b) The Principal Employer's obligations as principal employer under this Deed cease on the role of Principal Employer being assumed by another person under Rule 9.4(a), except in relation to any matters outstanding at that date.

9.5 Takeover of Employer

If an Employer ("Former Employer") is amalgamated with or disposes of its undertaking to another Employer ("New Employer") such of the Members who are Employees of the Former Employer as become Employees of the New Employer shall remain Members and are deemed not to have ceased Service.

9.6 Contributions on termination

On termination of an Employer's participation the Trustee must:

- (a) not accept contributions by that Employer or by any person employed by that Employer, other than arrears of contributions due at the date of termination; and
- (b) immediately take action to recover any arrears of contributions.

9.7 Member Benefits on termination of Employer

- (a) In this Rule 9.7:

"Transfer Benefit" means the amount of the Benefit to which a Former Member would have been entitled if the Former Member had ceased Service on the date on which the Member's Employer's participation terminated, and includes any additional part of the balance of the Member's Ordinary Employer Account as the Employer directs.

"Former Member" means a person employed by a terminating Employer who was a Member before the termination.

- (b) Unless Rule 9.4 applies, on the termination of an Employer's participation the Members employed by that Employer cease to be Members and become Former Members.
- (c) The Trustee must, except for any Former Member who is entitled to a Benefit under Rule 5.1, deal with each Former Member's Transfer Benefit by:
 - (i) transferring the Former Member's Transfer Benefit to a Superannuation Fund nominated by the Employer; or
 - (ii) transferring the Former Member's Transfer Benefit to a Superannuation Fund or Approved Deposit Fund nominated by the Member or applying the Transfer Benefit in the purchase of an Annuity nominated by the Member.

- (d) Rules 2.10(b) to (d) apply to a dealing with a Transfer Benefit under Rule 9.7(c) as if the Transfer Benefit were an amount paid or transferred under Rule 2.10(a).
- (e) A Former Member has no right to resort to or claim against the Fund otherwise than in respect of that Former Member's Transfer Benefit.

10. AMENDMENT

10.1 Amendment of Deed

Subject to any restrictions on amendment of trust deeds in the Operational Standards and in Rule 10.4, the Trustee may at any time by deed supplemental to this Deed amend any of the provisions of this Deed, including this Rule 10.

10.2 Date of effect

An amendment may take effect from a date before or after it is made.

10.3 Restriction on amendment

An amendment must not permit an individual to be eligible for appointment as Trustee unless this Deed is amended to provide, and will continue to provide after the amendment is made, that the Fund has as its sole or primary purpose the provision of old-age pensions.

10.4 Purpose of restriction

The purpose of Rule 10.3 is to comply with restrictions on amendment of trust deeds imposed on Regulated Superannuation Funds. If those restrictions are amended, then the restriction in Rule 10.3 shall be construed and applied in a corresponding manner.

10.5 Notification of amendment

The Trustee must give to a Member, within the Prescribed Period, the information required by the Operational Standards concerning the changes effected by the amendment. The failure to so notify a Member does not invalidate the amendment in any way.

11. APPOINTMENT OF AUDITOR

11.1 Appointment of Auditor

The Trustee must appoint an Approved Auditor to perform the functions of the Auditor required by this Deed.

11.2 Retirement of Auditor

The Auditor may retire on 1 month's notice to the Trustee or such shorter period as the Trustee agrees, but must not retire within 3 months before or after the end of a Financial Year without the Trustee's consent.

11.3 Removal of Auditor

The Trustee may remove the Auditor from office by giving notice to the Auditor.

12. ACCOUNTS, AUDIT AND REPORTING

12.1 Records and Accounts

- (a) The Trustee must keep the following accounts and records:
 - (i) a complete record of all persons who become Members including details of the date of admission as a Member and the date of ceasing to be a Member;
 - (ii) such accounting records as correctly record and explain the transactions and financial position of the Fund.
- (b) The Trustee must keep the accounting records of the Fund so as to enable:

- (i) the preparation of accounts, statements and returns of the Fund as required by the Operational Standards; and
 - (ii) the accounts, statements and returns to be conveniently and properly audited in accordance with the Operational Standards.
- (c) The accounting records must be:
- (i) retained for at least five years after the end of the Financial Year to which the transactions relate;
 - (ii) kept in Australia; and
 - (iii) kept in writing in the English language or in a form in which they are readily accessible and readily convertible into writing in the English language.

12.2 Accounts prepared

- (a) The Trustee must:
- (i) prepare as at the end of each Financial Year such accounts and statements of the Fund as are required by the Operational Standards;
 - (ii) make such arrangements as are necessary to enable those accounts to be audited by the Auditor.
- (b) The accounts of the Fund must be prepared in accordance with the requirements of the Operational Standards and the Australian Accounting Standards.

12.3 Audit

The Trustee shall use its best endeavours to ensure that the Auditor executes an audit certificate relating to the accounts and statements in the form prescribed in the Operational Standards within the Prescribed Period.

12.4 Information to Members

The Trustee must give to each Member within the Prescribed Period in relation to each Financial Year such information in relation to the accounts of the Fund for that Financial Year as the Operational Standards require.

12.5 Information to Insurance and Superannuation Commissioner

The Trustee must comply with any requirement of the Operational Standards in relation to the provision of information or documents to the Insurance and Superannuation Commissioner.

13. *WINDING UP OF THE FUND*

13.1 Definition of Closure Date

In this Rule 13 the term "**Closure Date**" means the date specified in a notice given by the Trustee under Rule 13.3 as the date on which the Fund is to wind up.

13.2 Winding up

The Fund will wind up on the happening of any of the following events:

- (a) the Principal Employer resolves to permanently cease contributing to the Fund and no other person agrees to take its place as Principal Employer;
- (b) an order is made or a resolution is passed for the winding up of the Principal Employer other than for the purpose of amalgamation or reconstruction and no other person agrees to take its place as Principal Employer;
- (c) there are no Members, and the Trustee resolves to terminate the Fund;
- (d) the liabilities of the Fund (excluding any liability for Benefits which may become payable to Members) at any time exceed the Assets of the Fund and the Trustee resolves to terminate the Fund; or
- (e) for any other reason the Trustee resolves to terminate the Fund.

13.3 Notice of winding up

On the occurrence of any of the events referred to in Rule 13.2 the Trustee must give notice in writing to the Employers and the Members (if any) that the Fund is to wind up on the Closure Date.

13.4 Contributions on winding up

From the Closure Date the Trustee must:

- (a) not accept contributions by any Employer or any Member, other than arrears of contributions due at the Closure Date; and
- (b) immediately take action to recover any arrears of contributions.

13.5 Distribution

As soon as practicable after the Closure Date the Trustee must:

- (a) pay any outstanding expenses and make provision for outstanding liabilities of the Fund;
- (b) pay the following in the following order of priority:
 - (i) Benefits which became payable to Members or their Dependants on or before the Closure Date;
 - (ii) payments for each Member who attained age 65 on or before the Closure Date and who is still in Service, equal to the Member's Total Account Balance;
 - (iii) payments for each Member who has not attained age 65 and is still in Service, equal to the amount that would have been payable to the Member as a Benefit if the Member had ceased Service on the Closure Date.

13.6 Deceased Member

If a Member dies before receiving a payment to which the Member is entitled under Rule 13.5 the payment shall be made to such one or more of the Member's Nominated Dependants or other Dependants or Legal Personal Representative or to any one or more of them to the exclusion of the other or others of them and in such proportions as the Trustee determines.

13.7 Application of surplus

If after making the payments provided for in Rule 13.5 a surplus remains in the Fund, the Trustee may distribute the surplus to or for the benefit of any of the following persons, in proportions determined by the Trustee, subject to any restrictions on distribution of surplus prescribed in the Operational Standards:

- (a) any Members or former Members;
- (b) any Dependants of any Member or former Member;
- (c) the Legal Personal Representative of any Member, former Member or Dependant; or
- (d) any Employer or former Employer.

13.8 Manner of distribution

Subject to Rule 13.9, payments under Rules 13.5 and 13.7 may be made:

- (i) in cash;
- (ii) by transfer of any of the Assets of the Fund in specie as if the payment were a Benefit paid in accordance with Rule 5.10; or
- (iii) by way of transfer or rollover to a Regulated Superannuation Fund or Approved Deposit Fund or Annuity.

13.9 Preserved Benefits

- (a) Where an amount payable under Rule 13.5 or 13.7 is a Preserved Benefit, the Trustee must pay that amount:

- (i) to the Member in the form of a non-commutable life pension or non-commutable life annuity; or
 - (ii) by way of transfer or rollover for the benefit of the Member to a Regulated Superannuation Fund or Approved Deposit Fund or Deferred Annuity.
- (b) Where an amount is payable under Rules 13.5 or 13.7 to a Member who remains in Service, the Trustee must pay the amount by way of transfer for the benefit of the Member to a Regulated Superannuation Fund or Approved Deposit Fund or Deferred Annuity.

14. RESOLUTION OF DISPUTES

14.1 Prescribed arrangements

The Trustee must, if the Operational Standards so require, ensure that there are arrangements in force under which:

- (a) a Member or any other person with a beneficial interest in the Fund may inquire into, or complain about, the operation or management of the Fund in relation to the Member or that other person; and
- (b) inquiries or complaints will be considered and properly dealt with within 90 days after they were made.

14.2 Other arrangements

Where the Trustee is not required under the Operational Standards to ensure that arrangements referred to in Rule 14.1 are made, the Trustee may from time to time make any arrangements for the resolution of disputes arising in relation to the operation of management or the Fund, including the referral of the dispute to an arbitrator appointed by the Trustee.

15. ADMINISTRATION AND MISCELLANEOUS

15.1 Member's interest in Fund

- (a) A Member has no interest in the Fund except as expressly provided in this Deed.
- (b) A Member is not entitled to:
 - (i) interfere with the exercise of the Trustee's powers or discretions;
 - (ii) exercise any rights, powers or privileges in relation to any of the Assets of the Fund; or
 - (iii) require the transfer to the Member of any Asset of the Fund.

15.2 Perusal of Deed

The Trustee must make a copy of this Deed available for inspection by Members and Employers at the Trustee's registered office or the Principal Employer's principal place of business at all times during usual business hours.

15.3 Notices to Members

- (a) Any notice required to be given to a Member pursuant to this Deed is deemed to have been duly given if it is in writing and either delivered or sent by post in a properly pre-paid envelope addressed to the Member at the Member's address in the records of the Trustee.
- (b) A notice given by post is deemed to have been served on the third day following the day when it was posted. In proving service it is sufficient to prove that the letter containing the notice was properly addressed and posted by pre-paid post, and a statement signed by the Trustee that it was so posted and when is conclusive of those matters.

15.4 Notices to Trustee

All instructions, consents, requests, proposals and notices ("Notices") required by this Deed to be given to the Trustee must be given in writing and signed by an authorised person on behalf of the party giving the Notice, unless the provision requiring that the Notice be given expressly provides otherwise.

15.5 Power of Attorney

Each Member irrevocably appoints the Trustee the Member's attorney to execute and sign and do all such deeds,

instruments and things as the Trustee may consider necessary or desirable in order to carry out, exercise and give effect to the powers and discretions vested in the Trustee by this Deed.

**FIRST SCHEDULE
APPLICATION FOR MEMBERSHIP
(Clause 2.2)
CONFIDENTIAL**

**THE PAYNE FAMILY SUPERANNUATION FUND
APPLICATION FOR MEMBERSHIP**

TO: The Trustee,
The Payne Family Superannuation Fund ("the Fund")

A. PERSONAL PARTICULARS (Please use BLOCK LETTERS)

1. Surname Given Names (in full)
 2. Residential address
 3. Birthdate .../.../...
 4. Marital Status: Married Single (Please Tick)
 5. Employer's Name
 6. Date joined Employer ... / ... / ...
 7. Category of Membership
-

B. NOMINATED DEPENDANT

In the event of my death, I request that, when applying its discretion to determine which of my Dependants and in what proportion they will receive my Benefit, the Trustee considers the following nomination:-

Name & address of Dependant	Relationship to Applicant	Proportion of Benefit
_____	_____	_____

I reserve the right to revoke this nomination.

C. INSURED BENEFITS

I elect to have part of my contributions invested in payment of the premiums for a life and/or disability or accident insurance (delete if not required).

D. DECLARATION

I hereby apply to become a member of the Fund. I agree to observe and be bound by the provisions of the Trust Deed dated 21st day of June, 1995 constituting the Fund as may be amended from time to time by the Trustee and the Principal Employer and will provide the Trustee with any information in relation to my membership of the Fund as and when it requests.

I agree to L & G Payne Investment Properties Pty Ltd acting as Trustee of the Fund.

SIGNED by)
on the day of)
19 in the presence of:)

SECOND SCHEDULE

VESTING SCHEDULE

100% Vesting or

Number of Years Percentage
Completed as a Member
of the Fund

0	%
1	%
2	%
3	%
4	%
5	%
6	%
7	%
8	%
9	%
10 and over	%

Such other Vesting Scale as the Trustee and the Employer may agree to from time to time.

Indicate Vesting Schedule 1, 2 or 3.

If Vesting Schedule 2 is adopted please complete.