

**NEW MEMBER BENEFIT ENTITLEMENT STATEMENT**  
**PETER & SUZANNE KELLY SUPERANNUATION FUND**  
**("Fund")**

**Trustee:** **Manikato Investments Pty Ltd ACN 119 545 078**

**Name of Member:** **Peter Gregory Kelly**

**Date of this Statement:** **28 August 2014**

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**SUMMARY OF MAIN FEATURES OF THE FUND**

- The Fund provides benefits to you on your retirement or in the event of your death or permanent and total disablement.
- The circumstances in which benefits are payable are more fully described in this statement and in the trust deed which governs the operation of the Fund and which you are entitled to inspect.
- The Fund is administered by the trustee referred to above and is conducted in accordance with terms of the trust deed governing the operation of the Fund (otherwise known as the governing rules).
- If you have any queries about any aspect of the operation of the Fund, your enquiry should be directed to the trustee.
- Your benefit in the Fund arises from amounts paid to the Fund (called contributions) by and for you.

**KEY EXPRESSIONS**

Before reading this statement, you will need to know the meaning of some terms which are used. These terms are:

**Dependants:** means, at the relevant date, your spouse or defacto spouse, widow, widower, children or any other person who, in the opinion of the trustee, is dependent on you or whom you have a legal or moral obligation to support.

**Member's Benefit:** is the balance standing to your credit in the account that the trustee is required to maintain in your name, plus the value (if any) of any policy of insurance owned by the trustee on your life or paid for out of the amount standing to your credit in your member account.

**Permanently Disabled:** means:

- (a) disablement, as in the opinion of the trustee of the Fund, which has rendered you unlikely to ever again engage in gainful employment for which you are reasonably qualified by training, education or experience; or
- (b) if any part of the benefit payable on permanent disablement is insured, the definition of permanent disablement contained in the policy document evidencing the contract of insurance.

However, you should note that, for the purposes of payment of any part of your benefit that is a Preserved Benefit, the trustee is only able to regard

you as being Permanently Disabled if your disability is such that it comes within the definition in the legislation governing the operation of superannuation funds.

**Preserved Benefit:** is part of your Member's Benefit which is required to be retained in the superannuation system until you retire from the workforce and reach age 55 (or any other age as is specified in the legislation) or until the earlier of your death or permanent and total disablement.

## **CONTRIBUTIONS TO THE SUPERANNUATION FUND**

You may contribute to the Fund any amount as is agreed on between you and the trustee of the Fund.

Your spouse may also contribute to the Fund for you.

## **BENEFIT ENTITLEMENTS**

### **Benefit payable on retirement**

Subject to the provisions of the trust deed governing the Fund, you are entitled to your Member's Benefit on the happening of any of the following events:

- your retirement from the workforce and attaining age 55 or the age specified in the legislation as your preservation age;
- your retirement from any gainful employment having attained age 60; and
- on your 65<sup>th</sup> birthday, unless, subject to the rules mentioned below, you decide to defer receipt of the benefit.

Once you reach age 65 some special rules apply. These are:

- if, on or after attaining age 65, you are gainfully occupied for less than 10 hours a week, the trustee of the Fund must pay you your Member's Benefit.
- if, after attaining age 65, you are gainfully occupied for 10 or more hours a week but less than 30 hours a week, the trustee must pay you your Member's Benefit on the earlier of the number of hours per week that you work reduces below 10 or your 75<sup>th</sup> birthday.
- if, after attaining age 65, you continue to be gainfully occupied for more than 30 hours a week, you can leave your Member's Benefit in the Fund but if, on or after attaining age 75, the number of hours you work each week falls below 30, the trustee must, at that time, pay you your Member's Benefit.
- if, on reaching age 65, you continue to be gainfully occupied, you can nevertheless request the trustee to pay you your Member's Benefit.

### **Benefit payable on death**

If you die, the amount of your Member's Benefit will be payable by the trustee to your estate, or to one or more of your Dependants, and in such shares and proportions as the trustee, in its absolute discretion, determines. You can, however, give a binding direction to the trustee as to which Dependants are to be paid your death benefit. Such a direction must be given in the manner stated in the legislation.

If the trustee is unable to establish that you have any Dependants, your benefit will be paid to your estate. If, at the date of death, you do not have any Dependants and if a legal personal representative (an executor or

administrator) is not appointed in respect of your estate, your benefit can be paid to a person selected by the trustee.

### **Benefit payable on disablement**

If you become Permanently Disabled you will be entitled to be paid your Member's Benefit.

If you are unable to manage your own affairs, the benefit payable will be paid to a trustee for you or to such of your Dependants and in proportions as the trustee of the fund determines.

If the proceeds of a temporary disablement insurance policy owned by the trustee on your life become payable as a result of temporary disablement, the proceeds of that policy will be paid to you or your Dependants.

### **Financial hardship**

Under the trust deed, the trustee is given the power to pay all or part of your Member's Benefit before you attain age 55, if the trustee is satisfied that you would suffer financial hardship if part or the whole of your benefit is not paid to you. The circumstances in which such a payment can be made are very restricted.

### **MODE OF PAYMENT OF BENEFIT**

The trustee of the Fund is given a discretion to pay your benefit by way of lump sum or by way of pension or annuity.

The pension can be an allocated pension or a lifetime pension or a fixed term pension.

### **SOME OTHER POINTS ABOUT THE FUND**

#### **Policies of insurance and annuities**

The trustee of the Fund may apply any part of the amount standing to your credit in the Fund in the payment of premiums on a policy or policies of life insurance.

#### **Loans**

Under current legislation, your benefits cannot be used to arrange a loan from the Fund or as security for a loan from another source.

#### **Forfeited benefits**

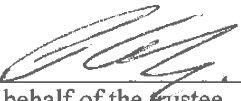
The trust deed for the Fund provides that your Member's Benefit will be forfeited in the circumstances which are listed below.

1. Your Member's Benefit will be forfeited if the trustee is of the opinion that you have attempted to assign, alienate, charge or encumber all or part of your Member's Benefit.
2. Your Member's Benefit will be forfeited if you are declared mentally ill or become liable to have your affairs dealt with under the laws relating to mental health.
3. Your Member's Benefit will be forfeited if your whereabouts cannot be traced by the trustee for a period of 3 years after making reasonable enquiries.

Broadly speaking, under the terms of the trust deed, the trustee must apply your forfeited Member's Benefit for the benefit of you or such of your Dependants as the trustee decides. Any part of your forfeited Member's Benefit which the trustee is unable to apply in this way must be credited to the reserve account and then dealt with in the manner stated in the trust deed.

### **Trust Deed**

The terms and conditions governing the Fund and your entitlements are set out in the trust deed for the fund which is available for your inspection.

  
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For and on behalf of the trustee  
of the Fund.

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**PETER & SUZANNE KELLY SUPERANNUATION FUND**  
**("Fund")**

**Trustee:** Manikato Investments Pty Ltd ACN 119 545 078  
**Name of Member:** Suzanne Rae Kelly  
**Date of this Statement:** 28 August 2014

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