
S.J. & J.M. Dixon Superannuation Fund

Notice to member of amendment of trust deed

To: Janet Margaret Dixon
P2, 179 Landsborough Avenue
SCARBOROUGH QLD 4020

You are a member of S.J. & J.M. Dixon Superannuation Fund (**Fund**).

Stephen John Dixon and Janet Margaret Dixon are the current trustees of the Fund (**Trustee**).

The Fund is administered in accordance with the terms of a document called a "trust deed" (**Trust Deed**). The Trust Deed has been amended by the adoption of new provisions.

This Notice is issued by the Trustee of the Fund, in order to provide, in simple terms, details of the main features of the new provisions.

Accumulation of benefits

The Fund is an accumulation plan, which means that contributions to the Fund are invested and net investment earnings are allocated to member benefits.

As you are a Trustee of the Fund, you are entitled to access and review all of the Fund's books and records. This includes, but is not limited to, the Trust Deed, financial records, statements and associated documents, agreements with service providers, investment information and records, trustee records and members records.

1 Contributions

You may contribute to the Fund any amount accepted by the Trustee. Generally, your contributions will be tax deductible (within prescribed limits) if you are substantially self employed. Otherwise, your contributions are not tax deductible. Non-tax deductible contributions must also be within prescribed limits.

Your employer may contribute to the Fund on your behalf any amount accepted by the Trustee. Generally, your employer's contributions will be tax deductible to your employer.

Your spouse may also contribute on your behalf. The contributions are not tax deductible (but your spouse may be entitled to a rebate if your income is less than the prescribed threshold).

If you are aged 65 or over, superannuation guarantee contributions must continue to be made for you up to age 70; other contributions can generally only continue to be made

for you if you are gainfully employed on at least a "part-time basis" during the financial year in which the contributions are made - "part-time basis" means gainfully employed for at least 40 hours in a period of not more than 30 consecutive days in that financial year. If you are aged 75 or over, generally contributions cannot be made for you.

You may be subject to tax at penalty rates if contributions are greater than the prescribed limits in any financial year.

2 Accounts and investment

Contributions for each member are credited to a Contribution Account. Each Contribution Account is credited with investment earnings at the end of each financial year (or more frequently if the Trustee decides to do so). The amount allocated to each Contribution Account is determined on the basis of the net investment return for the period.

The Trustee is required to formulate an investment strategy for the Fund and to invest contributions in accordance with that strategy. Alternatively, the Trustee may formulate a number of different investment strategies, each having particular investment objectives, and invite members to select their preferred strategy.

Where a number of different investment strategies are offered to members, the net investment return for each strategy is calculated separately, and the allocations to each member's Contribution Account are determined on the basis of the net returns from the investment strategy selected by the member.

Fund expenses, including expected taxation liabilities and premiums for insurance policies, may be directly debited to the Contribution Accounts of the members or paid from investment earnings.

If losses are made on investments, the losses can be allocated to Contribution Accounts.

Provision is made for periodic revaluation of the assets of the Fund. Any fluctuations in the value of the Fund's assets may be reflected by adjustments to the balance of the Contribution Accounts.

Payment of benefits

1 Entitlement to benefits

A benefit may be paid in the following circumstances:

- (1) When you "retire".
- (2) When you reach age 65.
- (3) If you become "totally and permanently disabled".
- (4) On your death.

When you reach your "preservation age" you can elect to receive a benefit as a non-commutable pension ("transition to retirement" pension), even if you are still working. A

non-commutable pension means that you cannot draw down a lump sum until one of the events listed at (1) – (4) occurs.

If you otherwise cease to be employed by an employer which has contributed to the Fund on your behalf a benefit becomes payable, but in this case you can only access the component of your benefit that was identified as unrestricted or restricted non-preserved (in most cases, this component will comprise any member undeducted contributions made before 1 July 1999).

An income benefit may also be payable on a member's temporary incapacity, where the Trustee has taken out salary continuance insurance for this purpose.

2 Definitions

For the purpose of working out your entitlement to receive a benefit, the following terms have the following meanings:

preservation age means:

- for persons born before 1 July 1960 – age 55
- for persons born 1 July 1960 to 30 June 1961 – age 56
- for persons born 1 July 1961 to 30 June 1962 – age 57
- for persons born 1 July 1962 to 30 June 1963 – age 58
- for persons born 1 July 1963 to 30 June 1964 – age 59
- for persons born after 30 June 1964 – age 60.

retire means:

- you cease employment having attained your "preservation age" and the Trustee is reasonably satisfied that you intend never to again become gainfully employed either on a "full-time" or "part-time" basis; or
- you cease any employment having attained age 60.

total and permanent disablement depends on whether the Trustee takes out permanent disability insurance for you:

- If the Trustee has insured your total and permanent disablement benefit, the definition of total and permanent disablement in the policy of insurance applies.
- If your benefit is not insured, "total and permanent disablement" means physical or mental ill-health such that the Trustee is satisfied that you are unlikely ever again to engage in gainful employment for which you are reasonably qualified by education, training or experience.

3 Amount of benefit

If the Trustee has taken out salary continuance insurance for a member, the income benefit payable on temporary incapacity will be the amount paid by the insurer under the policy.

For all other benefits, the amount of your benefit will be the balance in your Contribution Account including the proceeds of any insurance policy paid on your death or total and permanent disablement.

4 Method of payment of benefits

Unless the Fund is a pension fund, your benefit may be paid as a pension or a lump sum. Where the Fund is a pension fund, your benefit generally must be paid as a pension. **Pension fund** means a fund the sole or primary purpose of which is the provision of old age pensions. Where the Trustee is not a corporation, the Fund will be a pension fund.

A benefit in pension form may be paid from the Fund or the Trustee may purchase a pension or annuity. You will be able to choose the amount you take from your pension each year, as long as the amount is at least equal to the minimum payment prescribed by superannuation law for your age. You can however also make lump sum withdrawals or convert your pension to a lump sum at any time, unless the pension is a non-commutable pension.

5 Recipients of death benefits

You may nominate by notice in writing to the Trustee that your death benefit is to be payable to any of your dependants or to your legal personal representative, in the proportions specified. The Trustee is obliged to pay the benefit in accordance with the nomination if your nomination is in the prescribed form.

For the purposes of the nomination, a person qualifies as your "dependant" if the person is:

- your spouse (including a de facto spouse, and including a same sex partner);
- your child (including an adult child);
- a person in an interdependent relationship with you (this term is defined in superannuation law);
- any person who is wholly or partly financially dependent on you.

Your "legal personal representative" is the executor of your will or, if you do not leave a will or your named executor is not able or willing to act, any person who takes out letters of administration of your estate.

A nomination is only binding if the nomination:

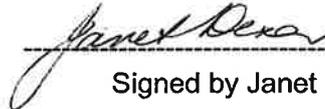
- nominates a person who qualifies as a dependant or, where a legal personal representative is nominated, there is an executor or administrator of your estate; and
- is in the prescribed form (that is, any form prescribed by the Trustee).

Otherwise, the Trustee has a discretion as to who the death benefit is payable to.

Dated 14/09/09



Signed by Stephen John Dixon
Trustee
S.J. & J.M. Dixon Superannuation Fund



Signed by Janet Margaret Dixon
Trustee
S.J. & J.M. Dixon Superannuation Fund

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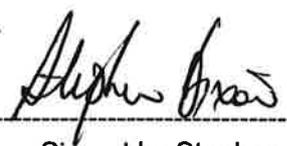
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