

## MATTHEWS SUPERANNUATION FUND

**THIS DEED OF AMENDMENT** is made on the date recorded in the **Schedule** by the parties identified in the **Schedule**.

### RECITALS

- A** The Fund was established as a superannuation fund by the Trust Deed described in the **Schedule**.
- B** The Trustee is the trustee of the Fund.
- C** The Members are the only members of the Fund.
- D** The parties to this deed wish to amend the Trust Deed in the manner set out in this deed.
- E** The Trustee agrees to the amendments set out in this deed, and has signed this deed to indicate the Trustee's consent to the amendments.
- F** The Members agree to the amendments set out in this deed, and have signed this deed to indicate their consent to the amendments.

### IT IS AGREED

- 1 The Trust Deed is amended by the deletion of clause 3 in Part A of the Appendix and the substitution of the following new clauses 3 and 4:

#### **"3 Availability of pensions**

A pension is only payable under any of Part B, C, D, E or F where:

- (a) the pension first commenced to be payable to the Member before 1 July 2007; and
- (b) Superannuation Law permits a pension of that type to be paid from the Fund.

#### **4 Rules for pensions post 30 June 2007**

##### **4.1 Application of post 30 June 2007 rules**

**Clause 4.2** applies to a pension which:

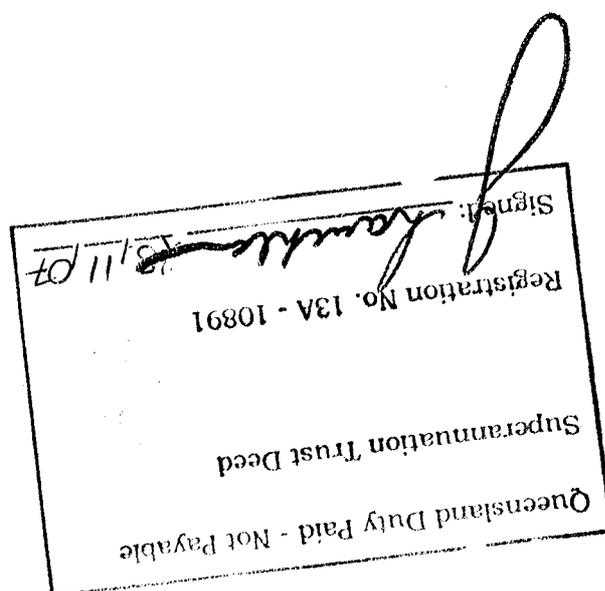
- (a) first commences to be payable to the Member on or after 1 July 2007; or
- (b) commenced before 1 July 2007, where:
  - (i) on or after 1 July 2007, the Trustee determines to pay the pension in accordance with **clause 4.2**; and
  - (ii) Superannuation Law permits the pension to be paid in accordance with **clause 4.2**.

#### 4.2 Post 30 June 2007 rules

The pension paid to the Member, and any pension payable to a Dependant on the Member's death, must comply with the requirements of Superannuation Law for, as applicable:

- (a) a transition to retirement income stream provided from a superannuation fund;
- (b) an account based pension.

2 From the date of this deed, the Trust Deed shall be construed and take effect as amended in this deed.



## SCHEDULE

**DATE OF DEED OF AMENDMENT:** 23 November 2007

**BUT EFFECTIVE FROM 1<sup>ST</sup> DAY OF JULY, 2007**

**PARTIES:**

**Trustee:**

Name: Mr Phillip John Matthews

Name: Mrs Valma Lorraine Matthews

**Members:**

Name: Mr Phillip John Matthews

Name: Mrs Valma Lorraine Matthews

**ORIGINAL TRUST DEED:**

**Date of original Trust Deed:** 18<sup>th</sup> April, 1998

**Parties to original Trust Deed:**

Mr Phillip John Matthews & Mrs Valma Lorraine Matthews

("The Trustee/s")

Mr Phillip John Matthews & Mrs Valma Lorraine Matthews

("The Member/s")

as the Trust Deed may have been amended from time to time.

**NAME OF FUND:** Matthews Superannuation Fund

**EXECUTION PAGE**

**EXECUTED** as a deed.

**SIGNED SEALED AND DELIVERED by  
THE TRUSTEE**

Mr Phillip John Matthews in the presence of:

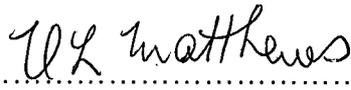
)   
) .....  
TRUSTEE

  
.....  
Witness

JOHN HETHERINGTON  
.....  
Name (please print)

**SIGNED SEALED AND DELIVERED by  
THE TRUSTEE**

Mrs Valma Lorraine Matthews in the  
presence of:

)   
) .....  
TRUSTEE

  
.....  
Witness

JOHN HETHERINGTON  
.....  
Name (please print)

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### RECITALS

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- C** The Members are the only members of the Fund.
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- E** The Trustee agrees to the amendments set out in this deed, and has signed this deed to indicate the Trustee's consent to the amendments.
- F** The Members agree to the amendments set out in this deed, and have signed this deed to indicate their consent to the amendments.

### IT IS AGREED

- 1 The Trust Deed is amended by the deletion of clause 3 in Part A of the Appendix and the substitution of the following new clauses 3 and 4:

#### **"3 Availability of pensions**

A pension is only payable under any of Part B, C, D, E or F where:

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**Clause 4.2** applies to a pension which:

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- (b) commenced before 1 July 2007, where:
  - (i) on or after 1 July 2007, the Trustee determines to pay the pension in accordance with **clause 4.2**; and
  - (ii) Superannuation Law permits the pension to be paid in accordance with **clause 4.2**.

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**BUT EFFECTIVE FROM 1<sup>ST</sup> DAY OF JULY, 2007**

**PARTIES:**

**Trustee:**

Name: Mr Phillip John Matthews

Name: Mrs Valma Lorraine Matthews

**Members:**

Name: Mr Phillip John Matthews

Name: Mrs Valma Lorraine Matthews

**ORIGINAL TRUST DEED:**

**Date of original Trust Deed:** 18<sup>th</sup> April, 1998

**Parties to original Trust Deed:**

Mr Phillip John Matthews & Mrs Valma Lorraine Matthews

("The Trustee/s")

Mr Phillip John Matthews & Mrs Valma Lorraine Matthews

("The Member/s")

as the Trust Deed may have been amended from time to time.

**NAME OF FUND:** Matthews Superannuation Fund

**EXECUTION PAGE**

**EXECUTED** as a deed.

**SIGNED SEALED AND DELIVERED by  
THE TRUSTEE**

Mr Phillip John Matthews in the presence of:

)  
) ..... *P J Matthews* .....  
) TRUSTEE

.....  
Witness *J Hetherington*

.....  
Name (please print) *JOHN HETHERINGTON*

**SIGNED SEALED AND DELIVERED by  
THE TRUSTEE**

Mrs Valma Lorraine Matthews in the  
presence of:

)  
) ..... *V L Matthews* .....  
) TRUSTEE

.....  
Witness *J Hetherington*

.....  
Name (please print) *JOHN HETHERINGTON*