

1500  
THIS TRUST DEED is made on the date specified in the Schedule attaching hereto between the Principal Employer and the Associated Employers on the one hand and the Trustee or Trustees on the other hand, all of whom are described in the Schedule hereto.

WHEREAS:

\*09/02/89 R/N1440162

J BRIS

STAMP DUTIES OFFICE

\*2488668 17

\$4.00

A. The Principal Employer has agreed to establish an indefinitely continuing fund as described in the Schedule (hereinafter called "the Fund") to provide individual personal retirement and other benefits for such of the Employees of the Principal Employer and of any Associated Employer (as defined in the Rules annexed hereto) as shall become members of the Fund and for the dependants of those Employees.

B. The Trustee has agreed to act as the first Trustee of the Fund.

NOW THIS DEED WITNESSETH:-

1. This Deed shall be governed and construed and shall take effect in accordance with the laws of the State or Territory of residence of the Principal Employer named in the Schedule, provided that if this Deed or the rights of any person subject to this Deed shall lawfully be affected by any law, custom or practice of the Commonwealth of Australia or of any other state or territory then this Deed shall have effect subject to that law, custom or practice.

6. If the Principal Employer determines that it no longer wishes to or is unable to continue as Principal Employer under this Deed, the Trustee may come to an arrangement with another Employer to take over the duties and responsibilities of the Principal Employer and to become Principal Employer hereunder, subject to such terms and conditions as are agreeable to the Trustee, the former Principal Employer and the new Principal Employer.

7. The Trust created by this Deed shall terminate on the day upon which the period of eighty (80) years commencing on the date of execution of this Deed expires.

SCHEDULE

THE PROVISIONS HEREINBEFORE REFERRED TO

DATE OF THIS DEED:

6/88

PRINCIPAL EMPLOYER:

QUEENSLAND COMMUNICATIONS PTY LTD

of

171 ABBOTSFORD ROAD, MAYNE, QLD. 4006.

ASSOCIATED EMPLOYER:

NONE

TRUSTEE OR TRUSTEES (referred to in this Deed as "the Trustee"):

BRIAN BAUMANN and NORMA LILLIAN BAUMANN

of

10 ELDERSHAW STREET, EVERTON PARK, QLD. 4053.

FUND:

QUEENSLAND COMMUNICATIONS PTY LTD SUPERANNUATION  
PENSION FUND

COMMENCEMENT DATE:

1ST JUNE 1988

WITNESS the execution by the parties hereto on the day and year  
reinbefore written in the Schedule hereto.

INCIPAL EMPLOYER

QUEENSLAND  
COMMON SEAL OF COMMUNICATIONS P/L )  
s hereunto affixed by authority )  
a resolution of the Board of )  
rectors in accordance with its )  
ticles of Association and in the )  
esence of )



X  
.....  
itness)

USTEES

GNED SEALED AND DELIVERED )  
the said **BRIAN BAUMANN** )  
the presence of )

.....  
B. Baumann

/  
.....  
itness)

GNED SEALED AND DELIVERED )  
the said **NORMA LILLIAN BAUMANN** )  
the presence of )

.....  
N. Baumann

/  
.....  
itness)

GNED SEALED AND DELIVERED )  
the said )  
the presence of )

.....

.....  
itness)

GNED SEALED AND DELIVERED )  
the said )  
the presence of )

.....

.....  
itness)

## TABLE OF CONTENTS

<b>SECTION 1 - DEFINITIONS.....</b>	<b>1</b>
Actuary.....	1
Approved Deposit Fund.....	1
Associated Employer.....	1
Category A Member.....	1
Category B Member.....	1
Category L Member.....	1
Commissioner.....	1
Deed.....	2
Dependant.....	2
Designated Beneficiaries.....	2
Employee.....	2
Employer.....	2
Final Average Salary.....	2
Financial Year.....	2
Fund Service.....	3
Member.....	3
Member's Contribution Account.....	3
Normal Retirement Date.....	3
O.S.S.A.....	3
Principal Employer.....	3
Regulations.....	4
Salary.....	4
Service.....	4
Tax Act.....	4
Temporary Disablement.....	4
Total and Permanent Disablement.....	4
Trustee.....	5
 <b>SECTION 2 - ELIGIBILITY AND MEMBERSHIP.....</b>	 <b>6</b>
Eligibility.....	6
Membership.....	6
Admission of Members.....	7
Arrangements with Members.....	7
Transfer to Another Fund.....	7
Temporary Withdrawal From Service.....	8
 <b>SECTION 3 - BENEFIT ENTITLEMENT.....</b>	 <b>10</b>
Normal Retirement.....	10
Postponed Retirement.....	10
Temporary Disablement.....	10
Total and Permanent Disablement.....	10
Death.....	10
Spouse's Pension.....	10
Other Termination of Service.....	11

**SECTION 9 - THE ASSETS, EXPENSES AND INVESTMENTS.....31**

The Fund.....	31
Assets held by Trustee.....	31
Expenses of the Fund.....	31
Investments.....	31
Borrowing.....	32
Provision of Benefits.....	33

**SECTION 10 - RECORDS AND ACCOUNTS..... 34**

Records.....	34
Annual Accounts.....	34
Valuation by Actuary.....	34

**SECTION 11 - TRUSTEE..... 36**

Appointment and Removal.....	36
Meetings of Trustees.....	37
Discretions.....	38
Powers of Trustee.....	38
Indemnity to Trustee.....	41

**SECTION 12 - ADMINISTRATION.....42**

Interpretation.....	42
Salary.....	42
Designated Beneficiary.....	43
Rights of Members.....	43
Secrecy.....	43
Members to give Information.....	44
Notices.....	44
Employer's Right to Terminate Employment.....	44
Variation of Trust or Rules.....	44

SECTION 1DEFINITIONS1.1 Actuary

The Actuary for the time being of the Fund appointed by the Trustee being a person who is a Fellow of the Institute of Actuaries of Australia, a Fellow of the Institute of Actuaries in England or a Fellow of the Faculty of Actuaries in Scotland or a firm of such persons and approved by the Commissioner.

1.2 Approved Deposit Fund

A Fund established under Section 23FD of the Tax Act.

1.3 Associated Employer

Any company or other employer which is permitted by Section 23FC of the Tax Act to be a contributor to the Fund and is declared by the Principal Employer to be an Associated Employer.

1.4 Category A Member

An Employee who has become a Member of the Fund in accordance with Rule 2.4 will be deemed a Category A Member if he is a salaried director of the Employer or is designated to be such a Member by the Employer pursuant to Rule 2.3.

1.5 Category B Member

An Employee who has become a Member of the Fund in accordance with Rule 2.4 and who has not been classified as a Category A Member by the Employer will be a Category B Member.

1.6 Category L Member

An Employee who has become a Member of the Fund in accordance with Rule 2.4 may be deemed a Category L Member if he applies to the Trustee in accordance with Rule 2.5.

1.7 Commissioner

The Commissioner of Taxation or the Insurance and Superannuation Commissioner or both as the case requires or the context permits.

#### 1.15 Fund Service

The sum in completed years and months of the following:

- (a) The continuous period of Service between
  - (i) the date specified by the Trustee as the date from which membership of the Fund commenced, and
  - (ii) the Normal Retirement Date, and
- (b) Subject to the provisions of Rule 5.19, such other periods as are arranged between the Member and the Employer and agreed to by the Trustee provided that should Fund Service exceed service the Trustee will comply with the requirements of the Commissioner from time to time.

#### 1.16 Member

An Employee who has become a Member of the Fund in accordance with the Rule 2.4 hereof. The term Member shall include former Employees who continue to have rights or contingent rights to benefits under this Fund.

#### 1.17 Member's Contribution Account

The account established in respect of a Member under rule 6.7 hereof.

#### 1.18 Normal Retirement Date

The day on which a Member attains the age of 65 or such other date as is mutually agreed to by all parties hereto.

#### 1.19 O.S.S.A.

The Occupational Superannuation Standards Act 1987, as amended.

#### 1.20 Principal Employer

The Principal Employer named in the Deed until such date (if ever) as another Employer assumes the office and functions of Principal Employer pursuant to the provisions contained in the Deed, and thereafter Principal Employer shall mean that employer which for the time being is successor to the Principal Employer named in the Deed with the office and functions of Principal Employer.



Such loss, injury or illness not having been incurred or inflicted for the purpose of obtaining a benefit from the Fund.

The question as to whether the Member's circumstances constitute Total and Permanent Disablement and every other question as to Total and Permanent Disablement shall be decided by the Trustee after receipt of a report by a qualified medical practitioner approved by it and its decision shall be conclusive and binding upon all parties concerned.

1.27 Trustee

The first Trustee or Trustees or such other Trustee or Trustees for the time being of the Fund.

- 2.6 A Member may at the discretion of the Trustee withdraw from the Fund while remaining in the Service provided that the Trustee shall exercise its discretion pursuant to this clause subject to the requirements from time to time of the O.S.S.A. and Regulations.

#### ADMISSION OF MEMBERS

- 2.7 The Trustee may make such arrangements about any matter as it thinks proper with an Employee or any previous Employer of the Employee or the Trustee of any superannuation or pension fund or Approved Deposit Fund of which the Employee was a member or any of them, which in the opinion of the Trustee is incidental to or consequent upon the membership of such Employee in the Fund and the Trustee will confirm in writing with the Employee the arrangement made PROVIDED THAT the Trustee shall exercise its discretion pursuant to this clause subject to the requirements from time to time of the O.S.S.A. and Regulations.
- 2.8 Should the Trustee accept into the Fund benefits for an Employee from another fund approved by the Commissioner under Section 23FC of the Tax Act such benefits will not be payable except in accordance with the terms of the Trust Deed governing the relevant fund at the date of transfer or such other terms as are approved by the Commissioner.

#### ARRANGEMENTS WITH MEMBERS

- 2.9 The Trustee may, with the agreement of a Member and the Employer, make such arrangements with the Member as it thinks proper to vary the benefits and/or contributions otherwise payable in respect of him under the Trust Deed and Rules, and may make arrangements about any other matters incidental thereto or consequent thereon as it thinks fit and will confirm in writing to the Member the arrangements made PROVIDED THAT the Trustee shall exercise its discretion pursuant to this clause subject to the requirements from time to time of the O.S.S.A. and Regulations.

#### TRANSFER TO ANOTHER FUND

- 2.10 Should a Member either
- (a) leave the Service and join another superannuation or pension fund which complies with Section 23FC of the Tax Act and satisfies the requirements from time to time of the O.S.S.A. and Regulations; or

- (c) any period of absence from duty with the Employer which by operation of any statute is deemed to be employment with the Employer;
- (d) any period of absence from duty with the Employer whilst in receipt of a Temporary Disablement Benefit and such other periods not exceeding six months (or such longer period as the Employer may determine in any particular case) where such absence is because of illness or injury; and
- (e) the whole or any part of a period of absence from duty with the Employer which the Employer determines shall be regarded as employment of the Member by the Employer for the purposes of the Rules.

2.12 In other circumstances where the Trustee is satisfied that a Member withdrawing from the Service is likely to return to the service within a reasonable period, it may make such arrangements in regard to the Member's Service and accrual of benefits as it considers appropriate. PROVIDED THAT such arrangements comply with the requirements from time to time of the O.S.S.A. and Regulations.

- 3.9 A person shall, unless the Trustee otherwise determines, be entitled to a Spouse's Pension only if the person married the Member before the Member retired from the Service.

OTHER TERMINATION OF SERVICE

- 3.10 A Member who ceases to be in the Service and who is not entitled to a Normal or Postponed or a Total and Permanent Disablement Benefit and in respect of whom a Death Benefit is not payable shall be entitled to receive a Withdrawal Benefit.

- 4.4 The maximum lump sum payable according to Rule 4.2 and Rule 4.3 shall be not greater than the value of the pension benefit, as determined by the Trustee after obtaining the advice of the Actuary, that the Member would have received had he remained in the Category to which he belonged immediately prior to his request to transfer to Category L until his Normal Retirement Date provided that the maximum benefit payable shall not exceed the amount the Trustee determines according to Rule 5.19 as the maximum allowable benefit.

#### POSTPONED RETIREMENT BENEFIT

- 4.5 A Member's Postponed Retirement Benefit shall be an annual pension or a lump sum depending on the Member's Category as determined by the Trustee after obtaining the advice of the Actuary as being fair and equitable in the circumstances.

#### SPOUSE'S PENSION

- 4.6 The Spouse's Pension payable in respect of a Member who dies whilst in receipt of a pension from the Fund, shall be two thirds of the amount of the pension the Member was receiving immediately prior to death.

#### TOTAL AND PERMANENT DISABLEMENT BENEFIT

- 4.7 Subject to the provisions of Rules 4.19, 5.18 and 5.19, a Member's Total and Permanent Disablement Benefit shall be an amount equal to either

(a) a lump sum as advised to the Trustee by the Employer being equal to one of:-

(i) (a) For a category A or B member 10 times the amount of the annual pension payable as the Normal Retirement Benefit; or

(b) For a Category L member the amount of the Normal Retirement Benefit

calculated assuming the members current salary remains unaltered until his Normal Retirement Date; or

(ii) the credit in the Member's Contribution Account plus such other amount as advised by the Employer; or

- (ii) 120 less the lesser of 119 or the number of monthly instalments of pensions already paid to the former member and the spouse of the former member if appropriate.

- 4.11 On the death of a Category A Member or a former Category A Member an additional Death Benefit equal to an amount, if any, as determined by the Trustee representing the Member's share of assets of the Fund will be paid.

#### WITHDRAWAL BENEFIT

- 4.12 Subject to compliance with the provisions of Rule 4.19 the Withdrawal Benefit of a Category A or B Member shall be an annual pension determined as follows:-

- (a) the product of the Accrued Pension determined in accordance with Rule 4.13 and the Vesting Factor determined in accordance with Rule 4.14, plus
- (b) an amount as determined by the Trustee on the advice of the Actuary as being equal in value to the credit in the Members Contribution Account.

- 4.13 The Accrued Pension shall be equal to

$$\text{NRPF} \times \text{FAS} \times t/n \times (1 - (n-t) \times V)$$

where

NRPF is the Normal Retirement Pension Factor

FAS is Final Average Salary

n is prospective Fund Service as at the date of entry to the Fund

t is completed Fund Service as at the date of resignation

V is 0.0 for Category A Members and 0.02 for Category B Members

- 4.14 The Vesting Factor for Category A Members is a factor, being not greater than 1.0, as determined by the Trustees, after obtaining the advice of the Actuary, taking into account the Fund Service still to be completed and the state and sufficiency of Fund Assets and the vesting factor for Category B Members is:

- (a) the Member dies;
- (b) the Member is classified as being Totally and Permanently Disabled;
- (c) the Member retires; or
- (d) the Member has received 24 instalments of income.

VESTING AND PRESERVATION REQUIREMENTS

4.19 The payment of any benefit under the Fund shall be subject to the following requirements:-

- (a) a Member shall always be entitled to a minimum benefit being the amount of:-
  - (i) the Member Financed Benefit as defined in sub-regulation 3 (5) of the Regulations and subject to preservation in accordance with Regulation 7 of the Regulations; and
  - (ii) the amount of any other contribution on behalf of the Member which is required to vest in the Member pursuant to the Regulations.
- (b) A Member shall not be paid any benefit which is required to be preserved pursuant to the O.S.S.A. and Regulations until those benefits may be paid to the Member or transferred to another Fund in accordance with the requirements from time to time of the Regulations relating to the preservation and portability of benefits.

SPOUSE'S PENSION

- 5.7 A Spouse's Pension ceases on death, the last payment falling due on the due date immediately preceding death.

COMMUTATION

- 5.8 Subject to the provisions of Rule 4.19 the Trustee, at the request of a Member or the spouse of a member, may commute all or part of the pension to which such member or spouse may be entitled for the immediate payment of a cash sum provided that such commutation is permitted by the O.S.S.A. and Regulations.
- 5.9 If all or part of a pension is commuted either all the pension payments shall be reduced in equal proportions, or the pension payments will be deferred for such time as determined by the Trustees on the advice of the Actuary or some combination of reduced and deferred pensions will be paid.
- 5.10 The commuted value of part or all of a pension shall be determined by the Trustee after obtaining the advice of the Actuary.

ALTERNATIVE FORMS OF BENEFIT

- 5.11 A person entitled to a pension from the Fund may with the agreement of the Trustee arrange to vary the amount of the pension and the contingencies on which payment of the pension depends provided that the value of the entitlement is unaltered and that the variation does not result in the Fund losing its tax exempt status pursuant to the Tax Act and O.S.S.A.
- 5.12 A person entitled to a lump sum may with the agreement of the Trustee arrange to receive in lieu a pension of equivalent value subject to the advice of the Actuary.

VARIATIONS

- 5.13 Subject to the approval of the Employer and after obtaining the advice of the Actuary the Trustee will at least once each year increase the amounts of the pensions being paid from the Fund by an amount equal to any percentage increase in the Consumer Price Index (all States), or such other Index the Trustee considers appropriate, which has occurred since the later of the date of any previous increase made under this Clause or the date at which each such pension first commenced to be paid.



- 5.17 A Total and Permanent Disablement Benefit being paid by instalments to a Member shall cease with effect from the date of such Total and Permanent Disablement ceasing if occurring prior to his Normal Retirement Date. The Trustee shall have the right to require any such Member to be examined from time to time by a qualified medical practitioner approved by it and the Trustee's decision as to whether or not the Total and Permanent Disablement has ceased shall be conclusive and binding upon the Employer, the member concerned and the Fund. If the member refuses or fails to comply fully with such request to be examined, payment of the instalments of Total and Permanent Disablement Benefit shall be suspended.

#### REDUCTION IN DEATH AND DISABLEMENT BENEFITS

- 5.18 Where a Member is not acceptable at standard rates or where the amount payable is reduced for any reason under any insurance policy that the Trustee may effect for the purposes of reinsuring any part of his Death Benefit or Total and Permanent Disablement Benefit, the amount of a Member's Death Benefit or Total and Permanent Disablement Benefit may be reduced by such amount as the Trustee will advise the Employer and if practicable the member of the new amount.

#### LIMITATION OF CONTRIBUTIONS AND BENEFITS

- 5.19 The Trustee shall reduce any benefit amount otherwise payable under the Deed or Rules to or in respect of a Member by such sum as it in its own opinion and absolute discretion deems advisable or may refuse to accept into the Fund any or such further contributions as it determines from time to time to ensure that the income of the Fund will obtain the best possible tax treatment and that the contributions of each Employer will be deductible as far as it is permitted for the purposes of assessment of the taxable income of that Employer. In forming its opinion the Trustee may take into account benefits for or in respect of a Member under any other superannuation fund.

- 5.24 The whole of the benefits suspended by the Trustee under Rules 5.22 and 5.23 hereof may be applied by the Trustee in whole or in part to or for the benefit of any person otherwise entitled to them and his Dependants or any of them as the case may be, provided that should the person still be in the employ of an Employer such benefits may only be applied for the maintenance and support of the said member or his dependants to relieve hardship until the Member is no longer in such employ, and to the extent that they are not so applied shall be retained and used for provision of the benefits that other Members or their Dependants have rights to receive from the Fund and for the general purposes of the Fund PROVIDED THAT the Trustee shall exercise its discretion pursuant to this clause subject to the requirements from time to time of O.S.S.A. and Regulations.
- 5.25 If by any act of default, or by operation of law a person's otherwise entitled interest in this fund shall be alienated, charged or disposed of either in part or as to the whole whereby the same would but for this proviso vest or become payable to some other person other than the person entitled, then the Trustee shall upon such act or default or upon such operation of law as aforesaid apply the persons entitled interest so alienated charged or disposed of or attempted to be so dealt with as and in the manner aforesaid to the fund generally and the person's entitled interest shall be extinguished. Provided that this clause shall not operate contrary to the provisions of Rule 4.19.

#### MEMBER'S DEBT

- 5.26 If so required by the Principal Employer the Trustee shall deduct from any payment to a Member any debt due from the member to any one or more of the Principal Employer or any Associated Employers and/or any costs or losses incurred by any of them where the debt or costs or losses are on account of fraud, dishonesty, defalcation, wilful damage to property or serious misconduct of or by the Member, and shall pay the amount so deducted to the Principal Employer or Associated Employers to whom such debts, costs or losses are due. Written notification by the Principal Employer to the Trustee shall be sufficient evidence to the Trustee of the existence and amount of the debt or costs or losses as aforesaid. Provided that the Trustee shall not exercise its discretion pursuant to this clause in relation to a member's benefits which are vested in the members or are required to be preserved in accordance with the provisions of Rule 4.19.

SECTION 6CONTRIBUTIONSMEMBER CONTRIBUTIONS

- 6.1 Subject to any arrangements made in respect of a Category B Member in accordance with the provisions of the Trust Deed and these Rules, a Category B Member at his complete and unfettered discretion may from the date of joining the Fund or such other date contribute to the Fund during his Service before his Normal Retirement Date an amount as determined by him from time to time and agreed to by the Trustee.
- 6.2 Unless the Employer otherwise determines or the law does not allow, a Member's contributions shall be deducted from his Salary. If the Employer otherwise determines, or the law does not allow the deductions, the Member shall pay his contributions to the Employer when he receives each payment in respect of his Salary. The employer shall pass on Member's contributions to the Trustee in such manner and at such times as is agreed upon and between the Employer and the Trustee.
- 6.3 The Employer may at any time vary, waive or pay the contributions of a Member either temporarily or permanently without affecting his benefits under these Rules or his membership of the Fund. The Trustee and the Member shall be informed of any such decision by the Employer.

EMPLOYER CONTRIBUTIONS

- 6.4 The Employer shall contribute from time to time to the Fund in respect of its Employees who are Members, such sums as the Trustee, acting on the advice of the Actuary, determines are required to provide the benefits under these Rules in conjunction with contributions paid by Members and the assets of the Fund.
- 6.5 Should the Employer suspend payment of or reduce contributions payable by it the Trustee may, acting on the advice of the Actuary, vary the benefits under these Rules for the Employees of that Employer who are Members, other than the benefits vested in accordance with Rule 4.19 at the date such suspension or reduction takes effect. The Trustee shall notify any member promptly of any change in benefits under this Rule.

SECTION 7WINDING UPTERMINATION OF TRUST

- 7.1 The Trust hereby declared shall cease and terminate and the Fund shall be wound up as hereinafter provided upon the happening of any of the following events:-
- (a) if the Principal Employer decides that it will permanently cease contributing to the Fund;
  - (b) if an order is made or an effective resolution is passed for the winding up of the Principal Employer other than for the purposes of amalgamation or reconstruction; or
  - (c) if the Trustee, having obtained the consent of the Principal Employer, declares in writing that the Trust shall cease;
  - (d) upon the termination date referred to in clause 7 of the Deed.
- 7.2 In the event of the Trust hereof ceasing in accordance with Rule 7.1 hereof the Trustee shall give notice in writing to the Employer and the Members that the Fund shall commence to be wound up on a specified date, hereinafter called the "Closure Date". As from the Closure Date the following shall apply:-
- (a) no further contributions shall be made by the Employer other than arrears of contributions due up to the Closure Date; and
  - (b) arrears of contributions, if any, shall be called in immediately.

BENEFITS ON WINDING UP

- 7.3 From the Closure Date, the Trustee shall make such provision out of the assets of the Fund as is necessary to provide for the payment of the following benefits in the following order of priority:-
- (a) benefits which on or before the Closure Date have become payable to Members and former Members or their Dependants;

SECTION 8ASSOCIATED EMPLOYERSADMISSION OF ASSOCIATED EMPLOYER

- 8.1 The Trustee with the agreement of the Principal Employer may admit to the Fund any Associated Employer which has agreed in writing to be bound by the Trust Deed and these Rules. On such admission the Trustee may make such arrangements as it shall think fit with the Associated Employer so admitted regarding the terms on which the Employers of the Associated Employer are to be admitted to membership of the Fund.

RETIREMENT OF ASSOCIATED EMPLOYER

- 8.2 The participation in the Fund of an Associated Employer may be terminated:-
- (a) by the Associated Employer by notice in writing to the Trustee; or
  - (b) by the Trustee with the agreement of the Principal Employer by notice in writing to the Associated Employer.
- 8.3 On termination of participation as aforesaid:-
- (a) the Trustee after consultation with the Associated Employer shall specify a date (hereinafter referred to as the Retirement Date) upon which the Associated Employer (hereinafter referred to as the Retiring Employer) shall retire;
  - (b) the Retiring Employer shall forthwith pay all arrears, if any, of contributions up to the Retirement Date;
  - (c) benefits which have become payable on or before the Retirement Date shall continue to be payable out of the Fund;
  - (d) the Trustees after obtaining the advice of the Actuary shall certify what proportion of the assets of the Fund, including arrears, if any, of contributions still to be made pursuant to Sub-Rule (b) of this Rule 8.3, is properly attributable to Members who were in the employ of the Retiring Employer at the Retirement Date;

SECTION 9THE ASSETS, EXPENSES AND INVESTMENTSTHE FUND

- 9.1 The following property and the property for the time being representing the same and the income thereof shall constitute the Fund namely:-

- (a) contributions made in accordance with the Rules;
- (b) any assets transferred to the Trustee pursuant to any arrangements made by the Trustee under the Trust Deed or these Rules; and
- (c) any other moneys or assets received by the Trustee for the purposes of the Fund.

ASSETS HELD BY TRUSTEE

- 9.2 The assets of the Fund shall be held by the Trustee upon Trust to be applied in accordance with the provisions of the Trust Deed and these Rules.

EXPENSES OF THE FUND

- 9.3 All the expenses of the establishment, amendment and operation of the Fund incurred from time to time (including any tax payable by the Fund) which are not paid or payable by the Principal Employer or an Associated Employer shall be paid out of the Fund.

INVESTMENTS

- 9.4 All moneys received by the Trustee but not required to meet the then current expenses of the Fund may in the absolute discretion of the Trustee be invested either directly or indirectly in the purchase or acquisition of or at interest upon the security of such real or personal property of whatsoever nature and wheresoever situate and whether or not subject to encumbrances or involving liabilities of any kind as it shall think fit and without limiting the generality of the foregoing either directly or indirectly:-

- (a) in any one or more of the modes of investment authorised by law for the investment of trust funds;
- (b) on deposit with any bank, building society or company;
- (c) in the shares, notes, debentures or other securities of any company;

PROVISION OF BENEFITS

- 9.8 The Trustee may enter into any contracts with an insurance company or make arrangements with the trustees of any superannuation or pension fund to provide for all or any part of the benefits which shall be or may become payable under these Rules and may pay out of the Fund all payments to be made by it under such contracts or arrangements.

- 10.6 The Trustee shall as and when required by the Regulations give to each member of the Fund the information required by Regulation 17 of the Regulations.



11.5 The Office of a Trustee shall fall vacant if:-

- (a) he or it resigns the office in writing giving seven days notice delivered to the registered office for the time being of the Principal Employer; or
- (b) he becomes bankrupt or makes an assignment to or composition with his creditors, or being a corporation, it has a resolution passed or an order made for the winding up of the corporation or has a Receiver or Official Manager of the whole or part of its undertaking appointed; or
- (c) being a natural person, he dies; or
- (d) being a company, it is wound up; and

the vacant office shall be filled by a person or body corporate nominated by the Members of the Fund and the Principal Employer in accordance with Rule 11.1 hereof provided that such vacancy is filled within sixty (60) days after the day on which the vacancy occurs.

- 11.6 Upon a change of Trustee the retiring Trustee shall execute all transfers deed or other documents necessary to transfer investments or moneys into the names of the continuing Trustees, if any, and new Trustee.

MEETINGS OF TRUSTEES

- 11.7 The Trustees shall from time to time elect one of their number to be a Chairman of Meetings. If at any Meeting of the Trustees the Chairman be not present the Meeting shall be adjourned to a later date to be determined by the Trustees.
- 11.8 The Trustees may, subject to the provisions of the Trust Deed and these Rules meet for the despatch of business, regulate their meetings and make such other regulations for the transaction of the business of the Fund as they shall think fit. Questions arising at any Meeting shall be determined by a majority of votes and in the case of any equality of votes the Chairman shall have a second or casting vote. Provided that in the event of the Fund becoming a large Fund as defined by the Regulations this Rule shall be read subject to Regulation 14 of the Regulations.
- 11.9 A resolution in writing signed by all the Trustees for the time being shall be as effective as a resolution passed at a Meeting of the Trustees duly convened and held.

- (c) to institute, conduct, defend, compound, compromise or abandon any legal proceedings by or against the Fund or its officers or otherwise concerning the affairs of the Fund and also to compound and allow time for payments or satisfaction of any debts due and of any claims or demands by or against the Fund;
- (d) to make and give receipts, releases and other discharges for money payable to the Fund and for the claims and demands of the Fund;
- (e) to open bank accounts and to retain on current or deposit account at any bank such moneys as it considers proper and to make regulations for the operation of such bank accounts including the signing and endorsing of cheques in connection therewith;
- (f) to determine who shall be entitled to sign on the Fund's behalf receipts, acceptances, endorsements, releases, contracts and documents;
- (g) to pay benefits out of the Fund to persons entitled;
- (h) to decide as and when need shall arise who are Dependants for the purposes of the Rules;
- (i) in case of mental or physical ill-health or incapacity of a person entitled to benefits to pay or apply such benefits or any part thereof at its discretion to or for the benefit of such person and the Dependants of such person or any of them as the case may be without being responsible for seeing to the application of payments under this Sub-Rule or payments made in the exercise of any other powers vested in the Trustee by the Trust Deed and the Rules;
- (j) to enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts deeds and things in the name and on behalf of the Fund as it may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purpose of the Fund; and
- (k) subject to Rules 4.19 and 5.19 hereof and to the agreement of the Member and the Employer to enter into an agreement with a Member varying the benefits and/or contributions otherwise payable in respect of that Member in any manner which it thinks fit;

INDEMNITY TO TRUSTEE

- 11.19 The Trustee or such Committees formed by the Trustee under Rule 11.15 shall be indemnified against all liabilities incurred by it through any act or omission in the exercise of its powers, duties and discretions under the Trust Deed and these Rules or in the bona fide intended or purported exercise of its duties under the Trust Deed and these Rules and shall have a lien on the Fund for such indemnity. The Trustee or Committee shall not be liable for any act or default done or omitted to be done in the exercise of its powers, duties and discretions or for any loss or expenses incurred by the Fund through the insufficiency or deficiency of any security in or upon which any of the moneys of the Fund shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious acts of any person with whom any moneys or securities shall be deposited or for any other loss, damage or misfortune whatever except where due to its own wilful acts or defaults.
- 11.20 For the purposes of the Trust Deed and these Rules the Trustee shall be entitled to regard a direction, instruction or other written authorisation signed by, or purporting to be signed by, the Secretary for the time being of the Principal Employer or an Associated Employer as a valid direction, instruction or other written authorisation of the Principal Employer or an Associated Employer.
- 11.21 No Trustee shall be liable for the neglect or default of any Custodians, Manager, Agent, Professional Adviser, Banker, Stockbroker or any other person nor for allowing trust funds or securities of the Fund to remain in the custody or control of any such person for any time howsoever long.

DESIGNATED BENEFICIARY

- 12.5 A Member wishing to designate a Dependant as a Beneficiary shall do so in writing to the Trustee in the following form or in such other form as the Trustee may from time to time approve:

"I,.....Of.....

(Name in full)

(Address in Full)

hereby acknowledge that the discretion vested in you by Rule 5.14 of the Fund is an absolute free and unfettered discretion but I express the wish that in the exercise of such discretion you give consideration to paying any lump sum death benefit in the following proportions:

Name of Designated Beneficiary	Address	Relationship to Member	Proportion of Lump Sum Death Benefit
_____	_____	_____	_____

Dated this.....day of.....19..

Signed....."

RIGHTS OF MEMBERS

- 12.6 No person whether as a Member or otherwise shall have any claim, right or interest to or in respect of the Fund or any contribution thereto or any interest therein or any claim upon or against the Trustee or the Employer except under and in accordance with the provisions of the Trust Deed and these Rules.
- 12.7 Every person who becomes a Member shall thereby be deemed to be bound by the Trust Deed and these Rules and all regulations made thereunder.
- 12.8 Every Member shall have the right to inspect a copy of the Trust Deed and these Rules at the office of the Employer during the Employer's usual business hours.

SECRECY

- 12.9 No Member shall have any right to enquire nor shall he be given any information concerning the interest of any other Member or whether an Employee is a Member of the Fund.

- (ii) alter the rights and benefits of existing Members in a manner such that on the whole equity is not maintained between Members.

12.15 The Trustee with the approval of the Principal Employer may amend, revoke or modify all or any of the provisions of the Trust Deed of these Rules to enable either:-

- (i) the Fund to comply with or conform to any present or future law governing or regulating the operation or maintenance of superannuation, pension or like funds, or
- (ii) the Fund, Members or Beneficiaries to either reduce or be exempted from liability to pay stamp duty, or probate, estate and other duties in consequence of the death of a Member or former Member or the spouse of such Member or former Member.

12.16 The Principal Employer shall notify the Members and each Associated Employer, if any, of the nature purpose and effect of any amendments to the Trust Deed or the Rules.

12.17 If the residence of the Principal Employer is in the State of South Australia then by virtue of paragraph 7 of Section 35b of the Trustee Act, 1936-1974, of South Australia as amended from time to time it is hereby expressly provided that Section 35b of the said Act shall not apply.

(PAH:rm:0672W)