



# THE CINDERLAKE SUPERANNUATION FUND

## Bank Account Movements

For the period 1 July 2020 to 30 June 2021

Date	Description	Withdrawals	Deposits	Balance
<b>Account: <u>Westpac Business Flexi #034-010 12-6649 (034-010 126649)</u></b>				
1/07/2020	Opening Balance			3,203.02
01/07/2020	TRANSACTION FEE	0.50		3,202.52
17/07/2020	PFA Distribution 0009579702		61.99	3,264.51
31/07/2020	INTEREST PAID		0.02	3,264.53
03/08/2020	TRANSACTION FEE	0.50		3,264.03
14/08/2020	PFA Distribution 0009579702		61.99	3,326.02
31/08/2020	INTEREST PAID		0.02	3,326.04
01/09/2020	TRANSACTION FEE	0.50		3,325.54
15/09/2020	PFA DISTRIBUTION 0009579702		61.99	3,387.53
23/09/2020	ENT PREMIUM 001252548361		10.02	3,397.55
30/09/2020	INTEREST PAID		0.02	3,397.57
01/10/2020	TRANSACTION FEE	1.00		3,396.57
15/10/2020	PFA DISTRIBUTION 0009579702		61.99	3,458.56
30/10/2020	INTEREST PAID		0.02	3,458.58
02/11/2020	TRANSACTION FEE	0.50		3,458.08
13/11/2020	PFA DISTRIBUTION 0009579702		61.99	3,520.07
30/11/2020	INTEREST PAID		0.01	3,520.08
01/12/2020	TRANSACTION FEE	0.50		3,519.58
15/12/2020	PFA DISTRIBUTION 0009579702		61.99	3,581.57
04/01/2021	TRANSACTION FEE	0.50		3,581.07
15/01/2021	CHPFA DIS 0009579702		61.99	3,643.06
01/02/2021	TRANSACTION FEE	0.50		3,642.56
16/02/2021	CHPFA DIS 0009579702		61.99	3,704.55
01/03/2021	TRANSACTION FEE	0.50		3,704.05
12/03/2021	TFR Westpac Bus		8,500.00	12,204.05
12/03/2021	Virtu Virtu Accountants LEV06S	8,540.00		3,664.05
15/03/2021	PFA Orig Dist 0009579702		61.99	3,726.04
17/03/2021	TAH ITM DIV 001256644015		137.70	3,863.74
30/03/2021	Business Banking FEE REFUND		1.00	3,864.74
01/04/2021	TRANSACTION FEE	2.50		3,862.24
01/04/2021	BPAY TAX OFFICE ATO	596.00		3,266.24
15/04/2021	PFA Orig Dist 0009579702		61.99	3,328.23
03/05/2021	TRANSACTION FEE	1.00		3,327.23
14/05/2021	PFA Orig Dist 0009579702		61.99	3,389.22
21/05/2021	TFR Westpac Bus		2,500.00	5,889.22
21/05/2021	BPAY TAX OFFICE ATO TAX	2,847.00		3,042.22
01/06/2021	TRANSACTION FEE	1.50		3,040.72
15/06/2021	PFA Orig Dist 0009579702		61.99	3,102.71
30/06/2021	TFR Westpac Bus Transfer		5,000.00	8,102.71
30/06/2021	Virtu Virtu Cinderlake	770.00		7,332.71
30/06/2021	TFR Personal Ch Super	3,912.00		3,420.71
30/06/2021	Closing Balance	16,675.00	16,892.69	3,420.71
	Transactions : 40			

# CINDERLAKE SUPERANNUATION FUND

(ABN: 70 484 806 324)

## Consolidated Member Benefit Totals

Period	Member Account Details
1 July 2020 - 17 June 2021	Residential Address: 44 Boyd Street Bowen Hills, QLD 4006
Member Number: LEVIEY0	Date of Birth: 3 August 1944
Mrs Yvonne Estelle Levien	Date Joined Fund: 28 June 1996
	Eligible Service Date: 28 June 1996
	Tax File Number Held: Yes

*Note: this report provides a consolidated view of the Member's interests in the SMSF  
Refer to the Member Benefit Statements produced for each member account for further details*

### Your Accounts

Withdrawal Benefit as at 1 Jul 2020	
Accumulation	3,810.76
<b>Total as at 1 Jul 2020</b>	<b>3,810.76</b>

<b>Withdrawal Benefit as at 17 Jun 2021</b>	
Accumulation	3,912.00
<b>Total as at 17 Jun 2021</b>	<b>3,912.00</b>

### Your Tax Components

Tax Free	929.07
Taxable - Taxed	2,982.93
Taxable - Untaxed	-

### Your Preservation Components

Preserved	-
Restricted Non Preserved	-
Unrestricted Non Preserved	3,912.00

### Your Insurance Benefits

No insurance details have been recorded

### Your Beneficiaries

#### Non Binding Beneficiary Nomination

DEBRA ESTELLE WEISS - DAUGHTER - 50%  
RODNEY BRUCE LEVIEN - SON - 50%

#### For Enquiries:

email [elizabethm@virtusuper.com.au](mailto:elizabethm@virtusuper.com.au)  
mail Mrs Elizabeth Meiklejohn, 1454 Logan Road, MOUNT GRAVATT QLD 4122

# CINDERLAKE SUPERANNUATION FUND

(ABN: 70 484 806 324)

## Member Benefit Statement

Period	Member Account Details
1 July 2020 - 17 June 2021	Residential Address: 44 Boyd Street Bowen Hills, QLD 4006
Member Number: LEVIEY0	Date of Birth: 3 August 1944
Mrs Yvonne Estelle Levien	Date Joined Fund: 28 June 1996
Accumulation Account	Eligible Service Date: 28 June 1996
Accumulation	Tax File Number Held: Yes
	Account Start Date: 28 June 1996

Your Account Summary	
Withdrawal Benefit as at 1 Jul 2020	3,810.76
<i>Increases to your account:</i>	
Share Of Net Fund Income	119.92
<u>Total Increases</u>	<u>119.92</u>
<i>Decreases to your account:</i>	
Tax on Net Fund Income	18.68
<u>Total Decreases</u>	<u>18.68</u>
Withdrawal Benefit as at 17 Jun 2021	<u><u>3,912.00</u></u>

Your Tax Components		
Tax Free	23.7492 %	929.07
Taxable - Taxed		2,982.93
Taxable - Untaxed		-

Your Preservation Components	
Preserved	-
Restricted Non Preserved	-
Unrestricted Non Preserved	3,912.00

Your Insurance Benefits	
No insurance details have been recorded	

Your Beneficiaries	
<b>Non Binding Beneficiary Nomination</b>	
DEBRA ESTELLE WEISS - DAUGHTER - 50%	
RODNEY BRUCE LEVIEN - SON - 50%	

### For Enquiries:

email [elizabethm@virtusuper.com.au](mailto:elizabethm@virtusuper.com.au)  
mail Mrs Elizabeth Meiklejohn, 1454 Logan Road, MOUNT GRAVATT QLD 4122

# DEED OF VARIATION

CINDERLAKE PTY LTD ACN 010 579 343

("the Trustee")

## CINDERLAKE SUPERANNUATION FUND

MORROWS LEGAL PTY LTD

ABN 44 114 947 063

Lawyers

Level 13, Freshwater Place

2 Southbank Boulevard

SOUTHBANK VIC 3006

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CINDERLAKE SUPERANNUATION FUND

DEED OF VARIATION

THIS DEED is made on 11<sup>TH</sup> JULY 2008

BY:

CINDERLAKE PTY LTD ACN 010 579 343

("the Trustee")

WHEREAS:

- A. The CINDERLAKE SUPERANNUATION FUND (the "Fund") was established by Deed dated 28 June 1996 (the "Deed").
- B. The Deed provides that the Trustee may at any time amend all or any of the provisions of the Deed.
- C. The Trustee desires to amend the Deed in the manner set out in the Schedule, which amendment is in accordance with the requirements of the Deed.

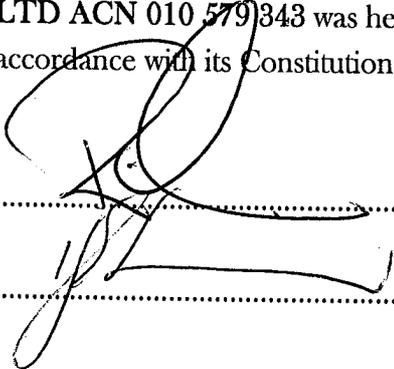
NOW THIS DEED WITNESSES AS FOLLOWS:

- 1 The Trustee amends the Deed by substituting the clauses set out in the Schedule for clauses and provisions of the Deed.
- 2 The Trustee agrees to maintain the Fund that was established by the Deed.
- 3 The Trustee confirms that it holds the assets of the Fund on the trusts specified in the Deed as amended by this Deed.

**EXECUTED AS A DEED**

*The Trustee*

**THE COMMON SEAL** of CINDERLAKE PTY )  
LTD ACN 010 579 343 was hereunto affixed in )  
accordance with its Constitution in the presence of: )  
)

  
..... Director

..... Director/Secretary

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## CINDERLAKE SUPERANNUATION FUND

### FUND ESTABLISHMENT

#### Fund an Indefinitely Continuing Superannuation Fund

1. (1) The fund that is known and identified by the name CINDERLAKE SUPERANNUATION FUND ("the Fund") is established as an indefinitely continuing superannuation fund.

#### Fund Purpose

- (2) The Fund is established and maintained solely for the purpose of providing old age pensions for Members in the event of their retirement or in the other circumstances approved under the Relevant Law.

### DEFINITIONS AND INTERPRETATIONS

#### Definitions

2. (1) Unless the contrary intention appears:

"Auditor" means the auditor for the time being of the Fund appointed by the Trustee and who is an approved auditor under the Relevant Law.

"Beneficiary" means a person presently and absolutely entitled to receive a Benefit at the relevant time.

"Benefit" means any benefit payable by the Trustee out of the Fund pursuant to this Deed in respect of a Member.

"Complying Superannuation Fund" in relation to a year of income means a fund which is a Complying Superannuation Fund in accordance with the Relevant Law.

"Contributions" means gross payments, deposits or contributions of money or other assets to the Fund for and in respect of Members prior to the deduction of any Taxation payable in respect of those Contributions.

"Deed" means this Deed, anything deemed to be included under the Relevant Law and any Rules made under this Deed.

"Dependant" means the spouse and children of a Member, any person with whom the Member has an interdependency relationship and any other person

who, in the opinion of the Trustee in its absolute discretion, is or was at the relevant time wholly or partially dependent upon the Member for their maintenance and support.

**"Financial year"** means a period of twelve calendar months ending on 30 June or such other substituted annual balance date as the Trustee may determine, or any part of such a period that may occur at the commencement or termination of the Fund.

**"Fund"** means the entire Fund as constituted by this Deed and the Relevant Law.

**"Member"** means a person who has been admitted to membership of the Fund in accordance with this Deed and who has not ceased to be a Member and includes a Beneficiary in receipt of a pension from the Fund.

**"Members Account"** in respect of a Member means his or her interest in the fund determined in accordance with this Deed.

**"Relevant Law"** means any requirements under the Superannuation Industry (Supervision) Act 1993 and any other present or future legislation and requirements of a Regulator:

- (a) Imposed on the Trustee; or
- (b) Which the Fund must satisfy to qualify as a Complying Superannuation Fund.

**"Reversionary Beneficiary"** means a death benefits dependant nominated by a Member and in default of a nomination by the Member, a death benefits dependant nominated by the Trustee who is eligible to receive a Benefit upon the death of a Member.

**"Rules"** means rules made pursuant to this Deed.

**"Total and Permanent Disablement":**

- (a) has the same meaning as contained in any policy effected by the Trustee with an insurer for this purpose in respect of the Member and in force at the time of the Total and Permanent Disablement of the Member; or
- (b) such other meaning as is determined from time to time by resolution of the Trustee -

provided that Total and Permanent Disablement will only be regarded as having occurred in respect of any preserved benefits component of any Benefits

payable on Total and Permanent Disablement pursuant to this Deed if the Member concerned provides sufficient evidence to the Trustee to satisfy the Relevant Law.

"Trustee" means the Trustee or Trustees of the Fund.

#### Rules of Interpretation

- (2) Unless the context indicates otherwise:-
- (a) words indicating the singular include the plural and vice versa;
  - (b) words indicating a gender include the other gender;
  - (c) references to a person are construed as references to an individual, company, firm, partnership, joint venture, trust, body corporate, club, association, government or governmental authority and their successors, permitted assigns, substitutes, executors and administrators;
  - (d) words and expressions used in this Deed have the same meaning as prescribed in the Relevant Law;
  - (e) references to statutes or regulations (including any section thereof) include all statutes or regulations amending, consolidating or replacing any of them.

#### Headings

- (3) Headings inserted in any clause are for convenience only and do not affect the interpretation of the Deed.

#### State Trustee Acts

- (4) Unless the Trustee otherwise determines, to the extent that it is legally possible this Deed is not subject to the Trustee Act of the State or Territory in which this Deed is executed or any of its equivalents in any of the States or Territories of Australia.

#### GOVERNING LAW

3. This Deed will be governed by or construed according to the law of the Commonwealth of Australia and, where applicable, the State in which the Trustee is resident.

## COMPLIANCE WITH RELEVANT LAW

### Covenants and Operating Standards Incorporated in Deed

4. (1) To the extent that they are not otherwise incorporated in this Deed, the covenants and the operating standards applicable to this Fund, as prescribed in the Relevant Law, are deemed to be incorporated in this Deed.

### Severance

- (2) In order to avoid any provision of this Deed being made invalid by law, the provisions must be read down or changed or severed to avoid the invalidity.

### Relevant Law Applies Where Inconsistency

- (3) Notwithstanding any other provision of this Deed, in the event of any inconsistency between the Relevant Law and the express provisions of this Deed, the Relevant Law prevails to the extent of the inconsistency.

### Compliance with Relevant Law

- (4) The Trustee must do or procure to be done all acts as are necessary for the Fund to be a self managed superannuation fund and to comply with the Relevant Law in relation to self managed superannuation funds.

## FUND TO BE A REGULATED SUPERANNUATION FUND

- 5 The Trustee, whether original or substituted, is empowered to make any election required by the Relevant Law for the Fund to become a Regulated Superannuation Fund.

## APPOINTMENT, REMOVAL AND NUMBER OF TRUSTEES

### The Trustee

6. (1) The Trustee must be appointed and comprised in compliance with the requirements of the Relevant Law relating to self managed superannuation funds.

### Resignation of Trustee

- (2) A Trustee may cease to act as Trustee of the Fund if it resigns as Trustee after giving 30 days notice to Members or such lesser period as the Members agree, provided that a natural person who is a trustee of the fund must cease to be a Trustee on ceasing to be a member of the Fund.

**Trustee to Appoint Replacement Trustee**

- (3) Where the Trustee is a constitutional corporation and that corporation resigns as Trustee of the Fund, the corporation must appoint a replacement Trustee but if the retiring Trustee is unable or unwilling to do so, a majority of Members must take such steps as are necessary to appoint a Trustee.

**Retiring Trustee to Execute Transfers**

- (4) Upon a change of Trustee, the retiring Trustee or Trustees must execute all transfers, deeds or other documents necessary to transfer investments or moneys into the name of the new Trustee or Trustees.

**Removal of Trustee**

- (5) The Members may remove the Trustee and appoint a substitute Trustee.

**Disqualified Persons**

- (6) An individual trustee, a director of a corporate trustee or a corporate trustee that becomes a disqualified person must immediately cease to be a Member and a trustee or director, as the case requires.

**Death of Member**

- (7) If a Member dies, the legal personal representative of that Member is an individual trustee or a director of a corporate trustee, as the case requires, in place of the Member during the period commencing when the Member died and ending when death benefits commence to be paid in respect of that Member.

**TRUSTEE'S POWERS OF MANAGEMENT****Trustee to Manage Fund**

7. (1) The Trustee must manage the Fund in compliance with the Relevant Law for the benefit of the members with full and complete power of management for the proper administration and maintenance of the Fund.

**Trustee Discretion**

- (2) The Trustee in the exercise of any powers conferred in it by this Deed or at law has an absolute and uncontrolled discretion as to their exercise, the exercise of which is final and binding provided that the Trustee must not discriminate against any person in such a manner as to infringe any law of the Commonwealth or a State or Territory in respect of discrimination.

**Members not Liable for Indemnity**

- (4) The Trustee is not entitled to indemnity reimbursement or payment of expenses from the Members or any of them or any other person entitled to a benefit from the Fund and the Members likewise are not to be personally liable for the debts of the Fund.

**TRUSTEE SUBJECT TO DIRECTION**

11. The Trustee exercises its powers subject to any written direction signed by a Member in respect of:
- (a) a nominated beneficiary;
  - (b) investments, provided that the direction is not, in the opinion of the Trustee, inconsistent with the investment strategy determined under this Deed; and
  - (c) any other matter permitted by the Relevant Law.

**TRUSTEE MEETINGS****Trustee Meetings**

- 12 (1) The Trustees, or in the case of a constitutional corporation being Trustee, the directors:
- (a) may meet together for the dispatch of business;
  - (b) may adjourn and otherwise regulate their meetings as they think fit;
  - (c) may appoint a chairman for the time being or from time to time or of each meeting;
  - (d) may determine the quorum necessary for the transaction of business provided it is no less than two-thirds of Trustees or directors, as the case requires; and
  - (e) may act on any resolution approved by two-thirds of the Trustees or directors, as the case requires.

**Trustee Resolution where not a Corporation**

- (2) Where the Trustee is not a corporation, a resolution in writing, signed by all the Trustees for the time being, is as valid and effectual as if it had been duly passed at a meeting of the Trustees duly convened and held and any resolution may consist of several documents in like form, each signed by one or more Trustees.

or by electronic communication.

## MEMBERSHIP OF FUND

### Application for Membership

16. (1) Any person may make application in writing to the Trustee to join the Fund and the Trustee may accept, accept subject to conditions that may be varied or removed or refuse any application for membership in its absolute discretion.

### Date of Membership

- (2) A person becomes a Member from the date upon which the Trustee accepts his or her application and the application is deemed to be an agreement by the person to be bound by this Deed and an appointment by the Member of the Trustee as his or her attorney to do everything permitted by this Deed.

### Member's right to interest under Deed

- (3) No person whether as the Member or otherwise will have any claim right or interest to or in respect of the Fund or any contributions or any interest or any claim upon or against the Trustee except under and in accordance with the provisions of this Deed and the Relevant Law.

### Members Ceases to be Member

- (4) A person ceases to be a Member:
- (a) when he or she dies;
  - (b) when the total amount of all amounts payable under the Deed in respect of his or her membership has been paid or transferred; or
  - (c) when under the Deed any benefit payable to him or her or any person on his or her account ceases to be payable.

### Transfers to Fund

- (5) The Trustee may, in consultation with the Actuary (if any), make such arrangements as it thinks proper with:-
- (a) the Member, or
  - (b) any previous employer of the Member, or
  - (c) the Trustees of any superannuation fund of which the Member was or is a Member, or
  - (d) any of them,

**BENEFITS****Member entitled to Pension**

22. (1) A Member who is entitled to receive a Pension in circumstances approved under the Relevant Law that can be supported by an amount equal to the Members Account standing in his or her name and may commute a pension in circumstances approved under the Relevant Law to enable the Member to commence a pension provided by this Deed.

**Trustee may Purchase Annuity**

- (2) The Trustee may, at the request of a person entitled, pay all or part of any benefit payable pursuant to the provisions of the Deed to such regulated superannuation fund, or for the purchase of such annuity or pension (of any type and including a complying pension) as the person so entitled may request.

**Benefit as a Lump Sum**

- (3) The Member may at any time elect to receive part or all of his or her benefit as a lump sum rather than as a pension to which the Member has an entitlement.

**Lump Sum may be Determined**

- (4) On the written application of a Member or a Beneficiary, the Trustee will determine the amount of the lump sum payable and will commute to a lump sum benefit the whole or any part of any pension payable from the Fund to a Member or a Beneficiary, provided that:
- (a) the commutation of the benefit is permitted by the Relevant Law; or
  - (b) the amount of the commuted benefit including the value of any remaining pension is permitted by the Relevant Law.

**Amounts to be Preserved**

- (5) No amount that the Relevant Law requires to be preserved may be paid to a Member unless the payment is permitted by the Relevant Law.

**Payment of Death Benefit**

- (6) Except where a direction has been given under this Deed, any death benefit will be paid as the Trustee in its absolute discretion decides by way of purchased annuities, pensions (of any type) or other periodical payments (in each such case upon such terms as the Trustee may decide) or lump sum payments or any combination of such methods of payment, to any of: