

MANILDRA FLOUR MILLS PTY LTD
ABN 80 000 217 523

AND

MANILDRA FLOUR MILLS RETIREMENT FUND PTY LIMITED
ABN 74 065 680 195

AMENDING DEED

28/11/07

THIS DEED is made the 15th day of December 2007

BETWEEN Manildra Flour Mills Pty Ltd (ABN 80 000 217 523) of 29 Tavistock Street Auburn NSW 2144 ("the Principal Employer")

AND Manildra Flour Mills Retirement Fund Pty Limited (ABN 74 065 680 195) of 29 Tavistock Street Auburn NSW 2144 ("the Trustee")

RECITALS

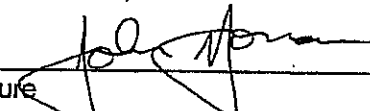
- A. By a trust deed made 1 October 1977 a superannuation fund known as the Manildra Flour Mills Retirement Fund ("the Fund") was established.
- B. By an amending deed made 17 November 1995 the previous provisions of the trust deed were replaced by new provisions. The provisions of the amending deed made 17 November 1995 have been amended by amending deeds made 26 June 2001, 30 August 2002, 15 August 2006 and 9 March 2007. The provisions of the amending deed of 17 November 1995 and the subsequent amendments are collectively referred as the Trust Deed in this Amending Deed.
- C. The Principal Employer is the principal employer for the purposes of the Fund.
- D. The Trustee is the trustee for the time being of the Fund.
- E. Rule 14.1 of the Trust Deed provides that the Trustee may amend the Trust Deed with the Principal Employer's consent provided certain conditions are met.
- F. The Trustee wishes to make certain changes to Fund arrangements and for this purpose has entered into this Amending Deed and is satisfied that the conditions in Rule 14 have been met.
- G. The Principal Employer consents to the amendment and has indicated its consent by executing this Amending Deed.

THIS AMENDING DEED WITNESSES that:

1. On and from date referred to in Clause 2 of this Amending Deed, the Trust Deed is amended by the repeal of all the provisions of the Trust Deed and the Rules attached to the Deed and by the replacement thereof with the provisions set out in Annexure X to this Amending Deed.
2. This Amending Deed shall be effective from 1 January 2008.

EXECUTED AS A DEED

Signed for and on behalf of
Manildra Flour Mills Pty Ltd
 (ABN 80 000 217 523) by its duly
 authorised representatives:



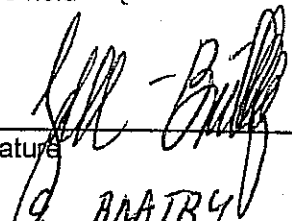
 Signature

J G HONAN

 Name

DIRECTOR

 Office held



 Signature

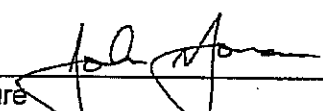
G BRATBY

 Name

COMPANY SECRETARY

 Office held

Signed for and on behalf of
Manildra Flour Mills Retirement Fund
 Pty Limited (ABN 74 065 680 195) by its
 duly authorised representatives:



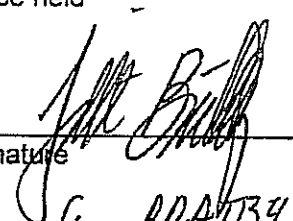
 Signature

J G HONAN

 Name

DIRECTOR / TRUSTEE

 Office held



 Signature

G BRATBY

 Name

COMPANY SECRETARY

 Office held

ANNEXURE "X"

**This is the Annexure "X" referred to in the
Trust Deed amending Manildra Flour Mills
Retirement Fund Trust Deed Amendment.**

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- (c) in respect of a Member who was a Category 3 Member immediately prior to the Revision Date a lump sum benefit equal to 15% x Final Average Salary x Membership completed as Category 3 Member after the Date of Conversion up to the date immediately prior to the Revision Date,
- (d) in respect of a Member who was a Category 4 Member immediately prior to the Revision Date, a lump sum benefit equal to 12 ½ per cent x Final Average Salary x Membership completed as a Category 4 Member after the date of Conversion up to the date immediately prior to the Revision Date,
- (e) in respect of a Member who was a Category 6 Member immediately prior to the Revision Date, a lump sum benefit equal to $AM \times Final\ Average\ Salary$, where AM is a factor determined by the Trustee having regard to Service completed as a Category 6 Member up to the date immediately prior to the Revision Date and any additional Service in relation to the Member agreed between the Employer and the Principal Employer and notified to the Trustee.

PROVIDED THAT in respect of a Member who was a Category 2 Member before the Revision Date or a Member who was a Category 3 Member before the Revision Date or a Member who was a Category 4 Member prior to the Revision Date the additional percentage (if any) of Final Average Salary determined by the Principal Employer having regard to Membership up to the Date of Conversion and advised to the Member in writing.

"Dependant" means in relation to a person any one or more of the following:

- (a) the Spouse of that person;
- (b) any child of that person including any step-child, any child recognised by the Trustee as an adopted child or any child born after the death of that person but not including any child thereof who in the opinion of the Trustee has been adopted by another person;
- (c) any other natural person who in the opinion of the Trustee is at the relevant date (or in the case of a deceased person was at the time of death) wholly or partially dependent on the firstmentioned person; and
- (d) any person with whom the person has an Interdependency Relationship.

"Eligible Person" means an Employee who is approved for membership of the Fund by the Trustee and may include a Non-Member Spouse whose interest arises pursuant to the *Family Law Act 1975*.

"Eligible Rollover Fund" has the meaning given to that term in the Relevant Law.

"Employee" means:

- (a) a full-time or part-time permanent employee of an Employer;
- (b) if the Employer is a company – a director of the company; and
- (c) any other person nominated by an Employer.

"Employer" means the Principal Employer and the Participating Employer in relation to any particular Member, the Employer by which the Member is employed or nominated.

"Final Average Salary" means:

- (a) the average of the Member's Salaries on 1 July of each year in the three year period preceding the earlier of the date of leaving Service and the Normal Retirement Date ("3 year period"); or
- (b) if the period of Membership does not include 1 July of each year in a 3 year period – the average of the Member's Salaries on 1 July of each year in the period of Membership.

"Fund" means the superannuation fund established under the Deed and comprising the moneys and property held by and for the Trustee upon the trusts of the Deed.

"Fund Earning Rate" means such rate of interest (which may be positive or negative) as may be determined in accordance with any applicable requirement of the Relevant Law by the Trustee in respect of any period and, without limiting the generality of the foregoing, the Trustee may prospectively determine a Fund Earning Rate on an interim basis in respect of a particular period and may subsequently and retrospectively determine a Fund Earning Rate on a final or declared basis in respect of that period.

"Fund Expenses" means the costs and expenses of and incidental to the establishment, operation, management, administration and investment of the Fund and including any Tax imposed on the Fund or payable by or with respect of the Fund.

"Gainful Work" means engagement in any employment, occupation, vocation, profession, trade or business for remuneration or other reward in money or money's worth.

"Government Co-contribution" has the same meaning as in the Superannuation (Government Co-contribution) for Low Income Earners (Act) 1993;

"Group Life Insurance" means any type or form of term or temporary insurance, whether on a group or individual basis, taken out by the Trustee for the provision of death and Total and Permanent Disablement benefits by the Fund.

"Insurance Premiums" means any premiums payable by the Trustee in respect of any Group Life Insurance or Salary Continuance Insurance effected by the Trustee.

"Insurance Benefit" means the amount calculated in accordance with the following formula:

$E \times F \times S$ where,

E means the period in years and complete months between the date of death or Total and Permanent Disablement of the Member and the Member's Normal Retirement Date,

F means a factor determined in accordance with the following table:

Category A	20%
Category B	15%

S means the Member's Salary as at the later of the Revision Date and 1 July immediately prior to the date of death or Total and Permanent Disablement of the Member.

"**Insurer**" means an insurer from whom insurance is sought or with whom Group Life Insurance or Salary Continuance insurance is effected by the Trustee pursuant to the Deed.

"**Interdependency Relationship**" has the meaning given by Section 10A of the *Superannuation Industry (Supervision) Act 1993*.

"**Market Linked Pension**" (which includes an annuity) means payments by the Trustee to a Beneficiary in accordance with this Deed which comply with the requirements in regard to the provision of such a pension in Clause B6.9.

"**Member**" means an Eligible Person who has been admitted to membership of the Fund as provided in the Deed **PROVIDED THAT** a person shall cease to be a Member in the event of that person's death or when all benefits to which that person could become entitled under the Deed have been paid from the Fund or have otherwise ceased or been terminated as provided in the Deed, whichever first occurs.

"**Member Accumulation Account**" means the account maintained by the Trustee in accordance with Clause B4.2(b).

"**Non-Member Spouse**" means the spouse of a Member whose interest in the Fund arises pursuant to the *Family Law Act 1975*.

"**Membership**" means in respect of a Member the most recent period of Service (calculated in years with complete months counting proportionally) as a Member, plus any additional period agreed between the Employer, Principal Employer and Trustee in relation to the Member.

"**Member Voluntary Contribution Account**" means an account maintained by the Trustee prior up to the Revision Date which was credited with voluntary member contributions paid into the Fund by the Member prior to that date.

"**Normal Retirement Date**" means in relation to a Member the 65th anniversary of the Member's date of birth or such other date as may be agreed between the Trustee and the Member from time to time provided that any other date is consistent with the provisions of the Relevant Law regarding the provision of Old-Age Pensions.

"**Old-Age Pensions**" has the meaning given to that term in the Relevant Law.

"**Part**" means a Part of the Deed.

"**Participating Employer**" means an Employer which is admitted to the Fund or deemed to be a participating employer, under Clause A4.4 and whose participation in the Fund has not been terminated under Clause A4.5.

"**Prescribed Date**" means 1 July 2007 or such other relevant date as may be prescribed in the Superannuation Industry (Supervision) Regulations in relation to the commencement of payment of an Account-Based Pension Benefit.

"Principal Employer" means the principal employer for the time being under Clause A4.1.

"Qualified Adviser" means an accountant, barrister, solicitor, Actuary, medical practitioner or other professional person, an Insurer, and any other person considered by the Trustee in good faith to be capable of giving advice in relation to any matter or question, whether by virtue of formal qualifications or experience in business or otherwise howsoever.

"Relevant Law" means the requirements set out in:

- (a) the Superannuation Industry (Supervision) Act 1993;
- (b) the Income Tax Assessment Act 1936;
- (c) the Income Tax Assessment Act 1997;
- (d) the Occupational Superannuation Standards Act 1987 to be known as the Superannuation Entities Taxation Act 1987;
- (e) the Superannuation (Resolution of Complaints) Act 1993;
- (f) any regulations made under any of those Acts; and
- (g) any other present or future law of the Commonwealth of Australia or any State or Territory of Australia which the Trustee may determine to be a Relevant Law for the purposes of the Deed.

"Reserve Account" means the account of that name maintained in respect of the Fund in accordance with Part B of the Deed.

"Responsible Authority" means the Taxation Commissioner or any other governmental authority responsible for administering the laws, regulations or any other rules applying to or governing the operation of superannuation and similar funds.

"Revision Date" means 1 January 2008.

"Rollover Account" means the account maintained by the Trustee in accordance with Clause B4.2(c).

"Salary" means a Member's annual rate of base salary or wages for services performed for the Employer, including any regular or recurring components of the Member's remuneration the Employer decides to include as salary, but excluding sums paid for overtime work, bonuses, commissions, allowances and other like emoluments. However, the Employer and Principal Employer may agree on some other basis for determining the Salary of a Member. A Member's Salary may at the request of the Member and with the consent of the Principal Employer remain at the level immediately before any reduction occurs to that Salary.

"Salary Continuance Insurance" means any type or form of term or temporary insurance, whether on a group or individual basis, taken out by the Trustee for the provision of Total and Temporary Disablement benefits for some Members.

"Salary Sacrifice Account" means an account maintained by the Trustee prior up to the Revision Date which was credited with Member contributions paid into the Fund by the Member's Employer prior to that date.

"Secretary" means the person appointed by the Trustee as Secretary of the Fund pursuant to Clause A8.3 and includes any deputy or acting Secretary appointed thereunder.

"Service" means any period for which the Member receives Salary, including any other additional period agreed between the Employer and Principal Employer in relation to the Member to be service.

"SGC Act" means the Superannuation Guarantee (Administration) Act, 1992.

"SG Productivity Account" means an account maintained by the Trustee prior up to the Revision Date which was credited with additional Employer contributions paid into the Fund prior to that date.

"Shortfall Contribution" has the same meaning as in the Superannuation Guarantee (Administration) Act 1992.

"Superannuation Guarantee Account" means an account maintained by the Trustee prior to the Revision Date which was credited with Employer contributions paid into the Fund prior to that date.

"Spouse" has the same meaning as in Section 6(1) of the *Income Tax Assessment Act 1936*.

"Successor Fund" has the same meaning as in the Relevant Law.

"Surcharge Account" means the account maintained by the Trustee credited with any amount to meet the liability of the Fund arising under the Superannuation Contributions Tax (Assessment and Collection) Act 1997 in respect of contributions made to the Fund on behalf of Members prior to 30 June 2005.

"Tax" includes all income tax, contributions tax, capital gains tax, withholding tax, stamp duty, financial institutions duty and other duties, bank accounts debits tax and, without being limited by the preceding taxes, all other taxes, levies, imposts, deductions and charges whatsoever, together with interest thereon and penalties with respect thereto (if any) and charges, fees or other amounts made on or in respect thereof.

"Taxation Commissioner" means the Commissioner of Taxation appointed for the purposes of the *Income Tax Assessment Act 1936* and includes a Deputy Commissioner of Taxation.

"Total Account Balance" means in relation to a Member at any particular date the total amount standing to the credit of the Member's Benefit Accounts (excluding the Member's Additional Resignation Account) as at that date, after all appropriate debits and credits have been made to such Accounts.

"Total and Permanent Disablement" of a Member:

- (a) has the meaning given to it (or any corresponding term) in any policy providing benefits on disablement under which the Trustee has insured the Member; or

- (b) if there is no policy, means the Member has:
- (i) become permanently blind in both eyes; or
 - (ii) lost two hands or two feet, or one hand and one foot; or
 - (iii) become permanently blind in one eye and lost a hand or foot; or
 - (iv) been absent from employment through injury or illness (either physical or mental) for six (6) consecutive months and the Trustee is reasonably satisfied that the Member is unlikely ever to be able to work again in a job for which the Member is reasonably qualified by education, training or experience.

"Total and Temporary Disablement" of a Member has the meaning given to it (or any corresponding term) in any policy providing benefits of disablement under which the Trustee has insured the Member and Totally and Temporarily Disabled shall have a corresponding meaning.

"Trustee" or "Trustees" means the Trustee or Trustees for the time being of the Fund as the case may be whether original, additional or substituted.

"Vested Benefit" means in respect of a Member who was a Category 1 Member or a Category 2 Member or a Category 3 Member or a Category 4 Member or a Category 6 Member immediately prior to the Revision Date, the amount determined by the Trustee to be the leaving service benefit as at the Revision Date in accordance with the relevant provisions of the Deed applicable immediately prior to the Revision Date less the balances in the Member's Member Voluntary Contribution Account, Salary Sacrifice Account, the SG Productivity Account and the Rollover Account as at the Revision Date plus the balance in the Member's Surcharge Account on the Revision Date.

A2

INTERPRETATION

Unless the contrary intention appears:

- (a) a reference to the Deed or any other document includes any variation or replacement of any of them;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa;
- (d) the following particular words are given the meanings:
 - "insurance" includes assurance and vice versa and any type of annuity;
 - "person" includes a firm, a body corporate, an unincorporated association or an authority.

A3 CLAUSE PARAMOUNT

A3.1 Compliance with Relevant Law

- (a) The Trustee shall comply with the Relevant Law and is empowered to do and procure to be done such acts matters and things as are necessary in order to comply with the Relevant Law;
- (b) Any provision or requirement of the Relevant Law which is expressly required by the Relevant Law to be included in the Deed in order to comply with or satisfy the Relevant Law shall be deemed to be included in the Deed from the date when compliance is required;
- (c) If in the event that there is a conflict between a provision of the Relevant Law and any provision of the Deed the Relevant Law shall prevail to the extent of the conflict;
- (d) If any doubt or dispute arises as to the existence, meaning, application or effect of any requirement of a Relevant Law, or if there is a conflict between the requirements of a Relevant Law the decision of the Trustee shall be final and binding on all interested persons.

A3.2 Severance

Without limiting the application of Clause A3.1 if any provision of the Deed shall be in conflict with any requirement of a Relevant Law causing the provision of the Deed to be invalid the provision of the Deed shall be severed to the extent of the invalidity but the remainder of the provision shall continue in full force and effect.

A4 PRINCIPAL EMPLOYER AND PARTICIPATING EMPLOYERS

A4.1 The Principal Employer is Manildra Flour Mills Pty Ltd.

A4.2 The Principal Employer may appoint another person to replace it as Principal Employer if that person agrees to be bound by this Deed and the Trustee consents.

A4.3 If an order is made or an effective resolution is passed for the winding up of the Principal Employer, another person may take its place by written agreement with the Trustee.

A4.4 The Trustee must admit any employer as a Participating Employer if:

- (a) the Principal Employer invites the employer; and
- (b) the employer agrees in a manner approved by the Trustee to be bound by this Deed.

A4.5 The participation of a Participating Employer terminates if:

- (a) the Employer gives written notice to the Trustee; or
- (b) the Principal Employer gives written notice to the Employer and the Trustee that the Employer may not make further contributions; or
- (c) the Employer ceases to have any Employees who are Members,

PROVIDED THAT the termination takes place on a date specified by the Trustee.

A4.6

On termination:

- (a) the Employer and its Employees who are Members must immediately pay any arrears of contributions up to the termination date but must make no further contributions;
- (b) the Trustee must continue to pay out of the Fund, benefits which would become payable on or before the termination date;
- (c) the Trustee must determine the interest in the Fund as at the Termination Date of the Employer and each Member in the Employer's Service; and
- (d) the amount determined under paragraph (c) must be dealt with pursuant to Clause A11.

A5

MANAGEMENT OF FUND

A5.1

Trustee

Notwithstanding any other provision of this Deed but subject to Clause A3.1, the Trustee must be a constitutional corporation as that term is defined in the Relevant Law.

A5.2

Sole Corporate Trustee

A5.2.1

Appointment of Trustee

Subject to Clause A5.1 and the succeeding provisions of this Clause, the Principal Employer may appoint a body corporate to be the sole Trustee of the Fund.

A5.2.2

Compliance with Relevant Law

The Members and the body corporate concerned shall take such action as they each consider necessary and appropriate to ensure that such a body corporate is constituted in a manner which complies with any applicable requirement of a Relevant Law regarding the trusteeship of superannuation funds, including without limitation appropriate action in respect of the constitution of the body corporate and the appointment and composition of the directors thereof.

A5.2.3

Term of Office

A body corporate appointed as sole Trustee shall hold office until the earliest of:

- (a) its removal from that office by the Principal Employer;
- (b) its retirement from that office by written notice given to the Principal Employer;
- (c) the appointment of a receiver, receiver and manager or liquidator in respect of it or the whole or any part of its

property or the approval by a court of a scheme of arrangement providing for its dissolution other than for the purpose of reconstruction; and

(d) its disqualification from that office by operation of law,

and, upon a body corporate so ceasing to hold office, another body corporate shall be appointed to such office as hereinbefore provided.

A5.2.4 Minutes

The board of directors or the like of a body corporate acting as sole Trustee shall keep or cause to be kept proper minutes in relation to matters arising at any meeting thereof concerning its role as Trustee of the Fund. The minutes if signed by the chairman of such meeting or by the chairman of the next succeeding meeting thereof shall be receivable as prima facie evidence of the matters stated therein.

A6 POWERS OF TRUSTEES

A6.1 General Powers

Except to the extent otherwise expressly provided in the Deed, the Trustee shall have the complete management and control of all proceedings matters and things in connection with the Fund and may do all acts and things which the Trustee may consider necessary desirable or expedient for the proper administration maintenance and preservation of the Fund or any part thereof and in the exercise and performance of the powers and obligations of the Trustee under the Deed.

A6.2 Specific Powers

Except to the extent otherwise expressly provided in the Deed, the Trustee shall have the following specific powers:

- (a) to engage remove or suspend nominees, custodians and managers (including nominees, custodians and investment managers in respect of all or any of the moneys and assets of the Fund), administrators, clerks, agents, representatives and other servants and delegates; engage them for permanent, temporary or special services, determine their powers and duties and fix and pay from the Fund their salaries, fees, emoluments and charges; and require security from any such person in such instances and to such amount as the Trustee may think fit;
- (b) to institute, conduct, defend, compound, settle or abandon any legal proceedings by or against the Fund or otherwise concerning the Fund or the Deed generally and also to compound and allow time for payment or satisfaction of any debt due to the Fund and of any claim or demand by or against the Fund;
- (c) to make and give receipts, releases and other discharges for money payable to the Fund and for the claims and demands of the Fund;
- (d) to determine who shall be entitled to give and sign in respect of the Fund or any part thereof receipts, acceptances, endorsements, releases, contracts and other documents (and the receipt of the Trustee or a duly

authorised delegate of the Trustee is a sufficient discharge to the person to whom it is given);

- (e) to open bank accounts and to make regulations for the operation of such bank accounts including the signing and endorsing of cheques in connection therewith;
- (f) to act on the advice or opinion of any Qualified Adviser (whether or not such advice or opinion was obtained by the Trustee) in relation to any relevant matter or question without being liable to any person in respect of anything done or omitted to be done by the Trustee in good faith based on such advice or opinion;
- (g) to give such undertakings and indemnities, enter into such contracts and incur all such obligations relating to the Fund or any part thereof as the Trustee may think fit, including without limitation giving a guarantee or indemnity in respect of any obligation assumed or undertaken by the Trustee or a delegate thereof in connection with the Fund; and
- (h) to make rules and adopt procedures in relation to the calculation and rounding-off of contributions, benefits and interest; to the determination of periods of time or to such other matters as shall be appropriate for the convenient administration of the Fund.

A6.3 Confidentiality

Except to the extent reasonably necessary in the operation and administration of the Fund and the proper application of the Deed, the Trustee, the Secretary and each delegate of the Trustee shall treat as confidential all information regarding Members and Beneficiaries which becomes known thereto in connection with the operation and administration of the Fund.

A6.4 Delegation by Trustee

The Trustee may delegate any power exercisable by the Trustee (including a power which the Trustee may have a duty to exercise or perform and the power of delegation) and any duty of the Trustee to any person in any manner and upon any terms and conditions. The Trustee may vary or revoke any delegation and may exercise any power in conjunction with or to the temporary or permanent exclusion of a delegate.

A6.5 Action Notwithstanding Interest

A person may be a Trustee or the Secretary or an officer, servant or delegate of the Trustee, and may exercise any power exercisable by virtue of such office or position, notwithstanding that that person is a Member or a Beneficiary.

A7 INDEMNITY OF TRUSTEE

A7.1 Indemnity

- (a) No officer or director of the Trustee, or any other person authorised to act on behalf of the Trustee or Trustee shall be liable for or in respect of, and shall be indemnified out of the Fund against, any claim, liability, cost, loss, damage or expense whatsoever incurred or arising in connection with any act, omission or mistake in connection with the

Deed or the Fund or the exercise or performance of that person's powers and duties generally, including without limitation any matter falling within paragraph (b) except to the extent that such claim, liability, cost, loss, damage or expense is a result of an act, omission or mistake involving that person's own personal fraud or wilful misconduct, wilful neglect or wilful default.

- (b) Subject to paragraph (a), an officer or director of the Trustee or any other person authorised to act on behalf of the Trustee or Trustee shall not be liable or responsible for and shall be indemnified out of the Fund in respect of any claim, liability, cost, loss, damage or expense incurred arising in connection with:
- (i) the insufficiency of or deficiency in any manner or form of investment in which moneys of the Fund may be invested pursuant hereto;
 - (ii) the bankruptcy or insolvency of or any fraudulent or negligent act by any servant or delegate of the Trustee or any person with whom any investment may be deposited;
 - (iii) the payment of an amount or benefit to a person reasonably believed to be entitled thereto but who is in fact not so entitled; or
 - (iv) any action taken or thing suffered in reliance upon any document, record, authority, representation, statement or evidence reasonably believed by the Trustee or a servant or delegate in good faith to be genuine, accurate and effective.
- (c) Notwithstanding the provisions of Clause A7.1(a) and A7.1(b) any provision of the Deed which indemnifies or purports to indemnify the Trustee or an officer or director of the Trustee or any other person authorised to act on behalf of the Trustee shall be limited to the extent required in order to be valid under the Relevant Law.

A7.2 Fund Expenses

All of the Fund Expenses and Insurance Premiums which are not paid by a Member shall, subject to Clause A7.1 be paid out of the Fund.

A8 ACCOUNTING AND SECRETARIAL MATTERS

A8.1 Appointment of Auditor

The Trustee shall appoint an Auditor of the Fund. The appointment of the Auditor shall be on such terms as the Trustee may think fit and the Trustee may remove the Auditor at any time and appoint another person as Auditor.

A8.2 Accounts and Audit

The Trustee shall maintain or cause to be maintained such records and accounts as are required under and for the purposes of the Deed and such other records and accounts as the Trustee may consider to be necessary or expedient. The records and accounts of the Fund shall be audited by the Auditor annually and at such other

intervals as the Trustee may determine. The Auditor shall certify to the Trustee the result of each such audit in writing.

A8.3 Appointment of Secretary

The Trustee may appoint the Secretary of the Fund (or acting or deputy Secretary). Any such appointment shall be on such terms as the Trustee may think fit and the Trustee may remove any such person from office and may appoint another Secretary. The Secretary shall perform such duties and have such powers as are provided by the Deed together with such other duties and powers as the Trustee may determine.

A9 INVESTMENT OF FUND

A9.1 Authorised Investments

The Trustee may invest all money which is not immediately required for any other purpose under the Deed in any manner in which it could invest if it were personally entitled to the money and not acting in a fiduciary capacity including but not limited to:

- (a) in investments authorised by law relating to investment of trust funds;
- (b) in policies of life insurance;
- (c) in trusts or common funds;
- (d) on deposit or loan, with or without security;
- (e) in real property;
- (f) in shares, notes, options or other securities;
- (g) in options, futures and other financial instruments.

A9.2 Appointment of Investment Custodians and Investment Managers

The Trustee shall have power to:

- (a) appoint one or more persons firms or companies as it may think fit to act either as investment custodian or investment manager or both for such period and subject to such conditions as the Trustee may from time to time determine;
- (b) delegate to and confer upon each such investment custodian and investment manager such powers discretions and authorities relating to the holding of legal title and custody of title deeds and documents of any nature whatsoever as the Trustee shall think fit.

PROVIDED THAT any appointment of or delegation to an investment manager or custodian by the Trustee shall be in accordance with the Relevant Law and shall be in writing and shall incorporate any provisions required in order to satisfy the requirements of the Relevant Law.

A10 INSURANCE ARRANGEMENTS

A10.1 Effecting Insurance

The Trustee may (and shall to the extent, if any, specified in the Deed) enter into or otherwise acquire any type of insurance policy or like arrangement (including any reinsurance arrangement with any person or fund) or any right or interest in respect thereof and with or subject to any option, right, benefit, term, condition or provision. The Trustee may pay out of the Fund all premiums and other outgoings in respect of such policy or arrangement and vary, surrender, terminate, assign or otherwise howsoever deal with the same as the Trustee may think fit.

A10.2 Restrictions and Adjustments

- (a) If insurance is effected or sought to be effected by the Trustee with an Insurer in respect of any benefit which might become payable from the Fund in respect of a person or group of persons and:
- (i) that Insurer refused to provide or increase insurance in respect of a person on its standard terms; or
 - (ii) that Insurer for any reason whatever fails to provide increase or maintain or reduces terminates or withholds insurance or does not admit or refuses to consider or defers a claim in whole or in part,

then, unless otherwise determined by the Trustee, the benefits in respect of which insurance has been or would have otherwise been effected shall be reduced to the extent to which insurance has not been effected on standard terms or has otherwise not been obtained, increased or maintained or has been reduced, terminated or withheld or such a claim is deferred or not admitted, and the Trustee may adjust any affected benefit in such manner as the Trustee may consider appropriate in effecting such a reduction.

- (b) If any event provided for in paragraph (a) occurs in relation to insurance sought or effected, the Trustee shall not be bound to seek alternative insurance with the same or another Insurer or, if the Trustee may decide to seek alternative insurance, the Trustee may limit that search to such Insurer or Insurers as the Trustee may see fit.
- (c) In any case, the Trustee may adjust the amount, time for and basis of payment of all or part of a benefit in respect of which insurance has been effected in such manner as the Trustee may consider appropriate to take account of the terms and conditions upon which the proceeds of such insurance are payable by the relevant Insurer and the amount thereof.
- (d) Notwithstanding any other provision in this Clause A10.2, if the Trustee takes out or increases or seeks to increase the amount of Group Life Insurance for a Member who was a Category 1 Member or a Category 2 Member or a Category 3 Member or a Category 4 Member or a Category 6 Member immediately prior to the Revision Date and
- i. the Insurer does not accept the Member on terms acceptable to the Trustee; or

- ii. the Insurer restricts the level of insurance; or
- iii. the Insurer declares any part or all of the Group Life Insurance void; or
- iv. for a Member who became a Member on or after the Amendment Date, the Insurer restricts the scope of Group Life Insurance or for any reason does not pay the whole or part of the claim,

then the Member's benefit is (unless the Principal Employer and Trustee agree otherwise) reduced to the amount of the benefit which in the opinion of the Actuary represents the actuarial reserve of the Member calculated as at the date of death or Total and Permanent Disablement of the Member plus any insurance proceeds received by the Trustee for the Member from the Insurer.

- (e) Any adjusted benefits provided pursuant to this Clause shall be in lieu of and in full satisfaction of the benefits which would or might have been or become payable but for the operation of this Clause.

A11 **TERMINATION OF FUND**

A11.1 **By Principal Employer**

The Principal Employer may give written notice to the Trustee that the Fund is to terminate at a date specified by the Principal Employer.

A11.2 **By Trustee**

The Trustee must terminate the Fund on a date chosen by it if an order is made or an effective resolution is passed for the winding up of the Principal Employer, and the Trustee determines that no other person is likely to take the place of the Principal Employer.

A11.3 **Notification**

If:

- (a) the Principal Employer gives notice under Clause A11.1; or
- (b) the Trustee terminates the Fund under Clause A11.2,

then the Trustee must give written notice to each Employer and Member that the Fund is to terminate. That notice must specify the termination date.

A11.4 **Contributions**

- (a) Any contributions in arrears at the termination date must be paid immediately.
- (b) The Trustee must not accept any other contributions after the termination date.

A11.5 Final distribution

The Trustee must treat the termination date as a Balance Date.

A11.6 Application of Fund

- (a) On termination, the Trustee must deduct from the Fund assets all expenses and liabilities (other than benefits) for which the Trustee is or may become liable. The remaining Fund assets must:
 - (i) if the Principal Employer adopts another superannuation fund, be transferred to that other fund provided that the Trustee receives the consent in writing of all Members to the transfer of their benefits; or
 - (ii) subject to the satisfaction of all rights accrued by the Members before the termination date as determined by the Principal Employer having regard to the advice of the Actuary, be applied in the manner determined by the Principal Employer.

The application of Fund assets under this Clause A11.6(a) must be permitted by the Relevant Law.

- (b) If any Fund assets remain after applying Clause A11.6(a), they must be paid to Employers in proportions determined by the Principal Employer having regard to the advice of the Actuary, if the Relevant Law permits.

A11.7 Payment of benefits

- (a) A Member may not receive a benefit under Clause A11.6(a) before Relevant Law permits.
- (b) If a Member dies before the Member's benefit under Clause A11.6(a) is dealt with under that rule, the Trustee must pay it as if it were a death benefit.

A12 MEMBERSHIP OF FUND

A12.1 Eligibility

An Employee is eligible to become a Member if:

- (a) the Employer invites the Employee and the Employee applies within the time specified in the invitation; or
- (b) the Employer directs the Trustee to admit the Employee without an application, provided that the Employee may be admitted as a Member in the Category of Membership specified in the invitation or direction.

A12.2 Membership

Each Member who was a Member immediately prior to the Revision Date or who becomes a Member on or after the Revision Date shall be classified as determined by the Principal Employer as either a Category A Member or a Category B Member.

Notwithstanding the above, the Employer may alter a Member's Category of Membership after which the Member's benefits may be calculated in a different manner to that set out in this Deed as determined by the Trustee, having regard to the advice of the Actuary provided that the alteration of the Category of Membership must not:

- (a) increase the Member's obligations to contribute; or
- (b) reduce the Member's accrued benefit unless the Relevant Law permits. The Trustee must advise the Member in writing of the alteration.

A12.3 Provision of Information by Applicants and Members

- (a) Each Eligible Person and each Member shall provide such information and evidence, sign such documents, undergo such medical examinations and tests, and generally satisfy such standards and requirements as and when the Trustee may consider necessary or desirable.
- (b) If:
 - (i) an Eligible Person or a Member fails to comply with paragraph (a) or to satisfy any test, standard or requirement laid down thereunder to the satisfaction of the Trustee; or
 - (ii) any statement made or evidence provided by or in respect of an Eligible Person or a Member (whether in connection with an application to become a Member or otherwise howsoever) is found to contain any mis-statement, error, mistake, inaccuracy or suppression, the Trustee may:
 - (A) in the case of an Eligible Person, admit that person as a Member subject to special terms, conditions and restrictions as to benefits or otherwise; or
 - (B) in the case of a Member, impose special terms, conditions and restrictions in respect of membership of and benefits under the Fund.

A12.4 Deed Binding on Members

Every Member shall be bound by the Deed.

A13 INFORMATION REGARDING FUND**A13.1 Information for Members and Beneficiaries**

The Trustee may provide to Members and Beneficiaries such information, in such manner and at such times as shall be necessary in order to comply with the Relevant Law.

A13.2 Copy of the Deed

A copy of the Deed shall be kept at the principal office of the Trustee and at such other places as the Trustee may determine. A Member may inspect a copy of the Deed during normal business hours upon reasonable notice.

A13.3 Information to the Responsible Authority

The Trustee shall obtain and provide such information in regard to the Fund and/or the Trustee as may be required by the Responsible Authority in accordance with the Relevant Law.

A14 OVERRIDING RESTRICTIONS ON CONTRIBUTIONS**A14.1 Trustee May Refuse to Accept Contributions**

Notwithstanding anything expressed or implied to the contrary in the Deed, the Trustee shall refuse to accept all or part of any contributions or other payments from any particular person or person if it considers that to do so is necessary in order to ensure compliance with any applicable requirement under the Relevant Law. Subject to the Deed, after such refusal the Trustee may adjust all or any of the benefits payable or to be provided from the Fund for or in respect of any person whom the Trustee consider to be affected by such refusal in such manner and to such extent as the Trustee considers appropriate and equitable and the adjusted benefits shall be substituted for the benefits otherwise provided for under the Deed.

A14.2 Refund of Contributions by Trustee

If any moneys paid to the Fund will or will be likely to jeopardise the status of the Fund as a complying superannuation fund or is found by the Trustee to have been paid by mistake (whether of law or of fact), then, subject to the Relevant Law, the Trustee may refund those moneys to the person who paid them to the Fund but the Trustee shall not be liable to pay any interest, or account for any earnings or compensate the person who paid those moneys in any way and a person shall not be deemed to have become a Member or person who is entitled under the Relevant Law to make a contribution to the Fund in respect of a Member merely by reason of the receipt by the Trustee of those moneys.

A15 PAYMENT OF BENEFITS**A15.1 Payment of Benefits by Trustee**

Subject to Clause A15.2 a benefit payable from the Fund shall be payable at such place and in such manner (including payment in specie or in kind) as the Trustee shall determine or approve and every person to whom a benefit is payable (whether in that person's own right or for and on behalf of another person) shall upon request by the Trustee provide such information and do such acts and things as the Trustee may consider necessary, desirable or expedient.

A15.2 Alternative Forms of Benefits

- (a) Subject to the agreement of the Trustee and to Clauses B6.8, B6.9 and B6.10:

- (i) a Member or Beneficiary may elect that (in lieu of the normal or specified terms and conditions of payment) all or part of a benefit to which that person is or may otherwise become entitled shall be replaced by a benefit payable in other circumstances or in another manner and form or shall be paid upon other terms and conditions including but not limited to the commutation of any pension benefit either wholly or partly to a lump sum benefit; and
 - (ii) any such election shall be final and binding on all interested persons (including without limitation all persons who may be or become contingently entitled to receive a benefit in respect of the Member or Beneficiary making such election); and
 - (iii) in giving effect to and taking account of such an election, the Trustee may adjust the benefits which are or would or might otherwise become payable to or in respect of that member or Beneficiary or any other person then or thereafter claiming under or in respect of the Member or Beneficiary in such manner and to such extent as the Trustee may think fit.
- (b) The Trustee, after obtaining the advice of an Actuary may unilaterally commute to a lump sum any pension or instalment benefit which is or would otherwise become payable from the Fund if, in the opinion of the Trustee, the amount of that benefit is or would be trivial.

A15.3 Payment of Death Benefits

- (a) Notwithstanding anything in this Deed to the contrary, the Trustee shall, subject to complying with any conditions contained in the Relevant Law concerning the provision of notice by a member to the trustee of a superannuation entity in relation to the provision of death benefits of the member, provide any benefit payable from the Fund on or after the death of a Member and which under this Deed is not expressed to be payable to or for the benefit of some other specified person or persons, to a person or persons being the legal personal representative or a Dependant or Dependents of the Member, in such proportions, mentioned in a notice given to the Trustee by the Member which complies with the Relevant Law.
- (b) If the Trustee is unable to comply with sub-clause (a), then any benefit payable from the Fund on or after the death of a Member and which under the Deed is not expressed to be payable to or for the benefit of some other specified person or persons shall be paid or applied by the Trustee to or for the benefit of such one or more of:
 - (i) the Member's Dependents;
 - (ii) the Member's legal personal representative; and
 - (iii) if a surviving Dependant of the Member subsequently dies, the Dependents and legal personal representative of the deceased Dependant,

to the exclusion of the other or others of them and in such form, manner, proportions and subject to such conditions as the Trustee may determine.

- (c) Without prejudice to the foregoing, if a Beneficiary dies before the whole of a benefit which is payable to that Beneficiary has been paid, the amount of the unpaid benefit shall be paid or applied in accordance with Clause A15.3 as if the Beneficiary was a Member at the time of death.
- (d) Despite any other provision of this clause if the Trustee after reasonable enquiry decides that the deceased Member left no Dependants and if after reasonable further enquiry the Trustee is unable to locate any legal personal representative of the Member or any person who is entitled to become such legal personal representative then the Trustee shall apply the benefit in accordance with the Relevant Law.

A15.4 Beneficiary Under Disability

If it appears to the Trustee that a Beneficiary is under any legal disability or is unable for any reason whatsoever to satisfactorily deal with an amount otherwise payable to the Beneficiary from the Fund, the Trustee may pay or apply the whole or part of any benefit payable to the Beneficiary in such one or more of the following ways as the Trustee may think fit, namely:

- (a) to any Dependant of the Beneficiary;
- (b) for or towards the maintenance education advancement or otherwise howsoever for the benefit of the Beneficiary or of any Dependant of the Beneficiary in such form and manner and subject to such terms and conditions as the Trustee may think fit; and
- (c) without limiting the generality of paragraph (b), to a person who appears to the Trustee to be a trustee for (including a trustee appointed by the Trustee under a separate trust established by the Trustee, which trust may be subject to such trusts and powers as the Trustee may think fit) or a representative, spouse, child, parent or guardian of or to have for the time being the care or custody of the Beneficiary or any Dependant of the Beneficiary or to have the financial expense of the care or custody of the Beneficiary or of any Dependant of the Beneficiary.

A15.5 Deductions from Benefit Entitlements

- (a) The Trustee may deduct from a benefit otherwise payable to a Member or Beneficiary the following amounts:
 - (i) any amount owed by the Member to the Trustee;
 - (ii) any loss or damage incurred by the Trustee as a result of the Member's dishonesty, fraud or gross negligence; and
 - (iii) any interest and costs incurred by the Trustee in attempting to recover the amounts referred to in sub-paragraphs (i) and (ii).
- (b) For the purposes of this clause a written statement from the Trustee shall constitute evidence of the existence and amount of any debt, loss, damage or cost.

- (c) The operation of this Clause A15.5 shall at all times be subject to the Relevant Law.

A15.6 **Forfeiture of Benefit Entitlements**

- (a) A Member is not entitled to benefits from the Fund if:
 - (i) the Member has attempted to assign the benefit or his interest in the Fund; or
 - (ii) the Member is declared mentally ill or becomes liable to have his affairs dealt with under the laws relating to mental health.
- (b) The Trustee may apply the benefit forfeited pursuant to Clause A15.6(a) for the benefit of one or more of the Members and the Members' Dependants as the Trustee shall think fit.
- (c) The operation of this Clause A15.6 shall at all times be subject to the Relevant Law.

A16 **AMENDMENTS**

A16.1 **Power of Amendment**

- (a) The Trustee by deed or by written resolution may amend, add to, delete or replace all or any of the provisions of the Deed including this Clause A16. The Trustee must not do so without the Principal Employer's consent.
- (b) No amendment may detrimentally affect the benefits which have already accrued in respect of a Member by contributions made for or by, the Member to the date on which the amendment is made or takes effect, whichever is the later unless the Relevant Law permits.
- (c) Notwithstanding the provisions of Clause A16.1(a) and A16.1(b) no amendment shall be made other than in accordance with the Relevant Law.

A16.2 **Notification of Amendment to Members**

The Trustee shall notify all Members of the nature, purpose and effect on the entitlements of Members of any amendments pursuant to Clause A16.1 by way of written notice as soon as practicable after the date when the amendment is made if required by the Relevant Law **PROVIDED THAT** the failure by the Trustee to so notify the Members does not invalidate the amendment.

A17 **PORTABILITY OF BENEFITS**

A17.1 **Transfers from Approved Benefit Arrangements**

- (a) Subject to the Relevant Law where a Member is a member of an Approved Benefit Arrangement the Trustee may agree with the trustee or person responsible for the Approved Benefit Arrangement as to the

transfer into the Fund from that Approved Benefit Arrangement of an agreed sum or agreed assets in respect of the Member.

- (b) The Member shall have such rights to benefits transferred from the Approved Benefit Arrangement as may be determined by the Trustee.

A17.2 Transfers to Approved Benefit Arrangements

A17.2.1 Transfer While A Member

- (a) Subject to the Relevant Law and with the consent of the Member the Trustee may transfer to an Approved Benefit Arrangement from the Fund an agreed sum or agreed assets of such amount as determined by the Trustee but which shall not exceed the total amount outstanding to the credit of the Member in the Fund.
- (b) Notwithstanding Clause A17.2.1(a), the Trustee may transfer any amount which the Trustee determines as equal to the value of benefits which have accrued to all of the Members and the amount or assets representing those benefits to another Approved Benefit Arrangement without the consent of the Members provided that the Approved Benefit Arrangement is a Successor Fund and the Trustee may also transfer to that fund any additional amount or assets as determined by the Trustee to be appropriate in the circumstances.

A17.2.2 Transfer Upon Cessation of Membership

Where a Member or Beneficiary is entitled to a benefit then in lieu of providing the benefit the Trustee may with the consent of the Member or the Beneficiary pay or transfer to an Approved Benefit Arrangement the benefit which shall not exceed the total amount standing to the credit of the Member or the Beneficiary in the Fund.

A17.2.3 Transfer to Eligible Rollover Funds

Notwithstanding any other provision of this Clause but subject always to the Relevant Law the Trustee:

- (a) shall transfer a Member's or Beneficiary's benefits out of the Fund to an Eligible Rollover Fund as required by the Relevant Law; and
- (b) may transfer a Member's or Beneficiary's benefits out of the fund to an Eligible Rollover Fund as permitted by the Relevant Law

and shall not be required to obtain the consent of the Member or Beneficiary to effect such transfers.

A17.3 Method and Effect of Transfers Out

Subject to the Relevant Law:

- (a) the Trustee may effect a payment or transfer under this Clause A17.3 by way of payment of money and/or transfer of assets. The receipt of the trustees of, or of any other person responsible for, an Approved Benefit Arrangement (including in the case of an annuity effected in respect of a Member, the body providing that annuity) shall be a sufficient discharge to the Trustee and the Trustee shall not be in any way responsible for the application or disposal by such other trustees or responsible person of money or assets so transferred.
- (b) unless otherwise determined by the Trustee upon the completion of a payment or transfer in respect of a Member or Beneficiary under Clause A17.3(a) all of the rights and interests of that Member or Beneficiary under the Deed (and all of the rights and interests of any person otherwise entitled to claim in respect of the Member or Beneficiary or on the occurrence of any event or circumstance affecting the Member or Beneficiary) shall be entirely extinguished.

A18 MISCELLANEOUS

A18.1 Australian Currency

Except as otherwise expressly provided in the Deed or as otherwise determined by the Trustee either generally or in any particular case, all monetary liabilities and obligations imposed on the Fund, the Trustee, a Member or any other person under the Deed (including contributions and benefits payable under the Deed) shall be calculated and expressed in Australian currency using such basis of conversion into Australian currency as the Trustee may consider appropriate having regard to applicable exchange rates from time to time.

A18.2 Proper Law of Deed

Without limiting Clause A18.3, the Deed shall be governed and construed and shall take effect in accordance with the laws of the State or Territory of Australia in which the registered office of the initial Trustee is located at the date of execution of the Deed **PROVIDED THAT**, if the Trustee shall consider it appropriate, the Trustee may declare that from a particular date the Deed shall be governed and construed and shall take effect in accordance with the laws of a specified new jurisdiction which shall apply in lieu of the laws of the formerly applicable jurisdiction.

A18.3 Other Relevant Laws

Notwithstanding Clause A18.2, the Trustee may adjust the powers, entitlements and obligations of any Member or Beneficiary or any other person under the Deed to such extent and in such manner as the Trustee may consider strictly necessary in order to comply with any law or governmental requirement of any jurisdiction and not just the jurisdiction the laws of which apply for the time being under Clause A18.2.

A18.4 Taxation

The Trustee may take such actions as the Trustee considers appropriate in taking account of any Tax or other governmental impost which is or may become payable in connection with the Fund or the payment or transfer of any money or property to or from the Fund, including without limitation:

- (a) debiting individual Benefit Accounts on a basis considered reasonable by the Trustee;

- (b) adjusting the amount of and conditions governing any benefit or other amount payable into or out of the Fund; and
- (c) making provisions in the accounts of the Fund and payments from the Fund to the Member or any relevant governmental authorities.

Any action taken in accordance herewith shall be effective without the need to formally amend the Deed.

A19 NOTICES

A19.1 Normal Procedures

A notice, cheque or other written matter (all of which are in this Clause A19.1 collectively referred to as "notice") may be given to a Trustee, a Member, a Beneficiary or any person claiming or entitled to claim a benefit from the Fund by handing it to that person personally or by leaving it at that person's address last known to the person giving such notice or by sending it to that address by ordinary prepaid post (including, in the case of a Trustee which is a body corporate, the registered office thereof).

A19.2 Other Procedures

Without limiting Clause 19.1, notification of any matter may also be given to a Member or a Beneficiary or any other interested person, by way of a notice placed in a newspaper circulating in such place or places as the Trustee may consider appropriate in the circumstances.

A19.3 Receipt

A notice shall be deemed to have been received:

- (a) in the case of a notice given or served by hand, at the time of delivery;
- (b) in the case of a notice given or served by post, at the expiration of two days after posting;
- (c) in the case of a notice published in a newspaper as provided in Clause A19.2, two days after the date such newspaper is published,

or, in any case, at such later date (if any) as the Trustee may determine to be appropriate in the circumstances.

A20 COMPLIANCE WITH FAMILY LAW ACT 1975

- (a) Subject to the Relevant Law, the Trustee shall:
 - (i) comply with any order from any court pursuant to the *Family Law Act 1975* in relation to the benefits of a Member and the rights of a Non-Member Spouse,
 - (ii) give effect to the provisions of any agreement made between the Member and the Non-Member Spouse

pursuant to the *Family Law Act 1975* concerning the superannuation benefits of the Member,

- (iii) give effect to any request by a Non-Member Spouse for information in respect of the Member's benefits or pay a benefit to or in respect of any Non-Member Spouse or create an interest in the Fund for the Non-Member Spouse.
- (b) In relation to the obligations of the Trustee pursuant to Clause A20(a), the Trustee may:
- (i) determine whether a Non-Member Spouse is to become a member of the Fund for purposes other than for the purposes of the *Family Law Act 1975*, and
 - (ii) obtain the advice of a Qualified Adviser in respect of any matter associated with compliance with the *Family Law Act 1975* or any related issue.
- (c) Subject to the Relevant Law, the Trustee shall be entitled to charge reasonable fees in relation to the provision of information and the processing of transactions arising from its obligations under the *Family Law Act 1975* pursuant to Clause A20(a) and may determine in its absolute discretion whether or not such fees should be debited to the accounts of Members and/or to the account of or interest of a Non-Member Spouse and whether or not interest should be levied on any unpaid fees.

A21 SUPERANNUATION SPLITTING ARRANGEMENTS

- (a) Notwithstanding Clause A17.2:
- (i) Subject to the Relevant Law the Trustee may at the request of a Member rollover or transfer to an Approved Benefit Arrangement of which the Member's Spouse is a member or Allot within the Fund where the Member's Spouse is also a Member, an amount of benefits for the Member's Spouse not exceeding the maximum amount permitted under the Relevant Law and in so doing shall be entitled to rely upon the information provided by the Member and/or the Member's Spouse to the Trustee in the form of any application and/or statement required pursuant to the Relevant Law; and
 - (ii) In the event that the Trustee agrees to comply with any request made by a Member pursuant to Clause A21(a)(i), the Trustee must within the period described in the Relevant Law, Allot, rollover or transfer the amount of benefits for the Member's Spouse which are the subject to the application made by the Member referred to in Clause A20(a)(i).
- (b) Subject to the Relevant Law and notwithstanding Clause A17.1, if a Member is the Spouse of a member of an Approved Benefit Arrangement and the Spouse has requested the trustee of the

Approved Benefit Arrangement to transfer or rollover all or part of the Spouse's benefit in the Approved Benefit Arrangement to the Fund for the benefit of the Member, the Trustee may agree with that trustee to the transfer into the Fund such benefit and shall allocate same to the Member's Benefit Accounts on such basis as the Trustee shall agree with the Member.

**PART B OF TRUST DEED: CONTRIBUTIONS, ACCOUNTS
AND BENEFIT PROVISIONS**

B1 EMPLOYER CONTRIBUTIONS

- (a) The Employer shall contribute to the Fund in respect of each Member the greater of an amount equal to the minimum contribution required to avoid or minimise the imposition of any penalty, charge, tax or other oncost under the SGC Act and 9% of the Member's Salary.
- (b) The Employer may also contribute such amounts as is required to meet all Fund Expenses and Insurance Premiums not paid for by Members.
- (c) In addition to the contributions referred to in Clause B1(a), the Employer shall make such contributions as advised by the Actuary as required to provide each Member with the Defined Retirement Benefit.
- (d) An Employer may cease, suspend or reduce its contributions in respect of any Member by written notice to the Trustee. The Trustee must notify the Member and the Member may cease contributions. If the Employer ceases contributions then its participation in the Fund terminates on the date of cessation and Clause A11 applies.
- (e) If the Employer suspends or reduces its contributions then the Trustee must:
 - (i) adjust the contributions of benefits of Members in the Employer's Service as it considers appropriate; or
 - (ii) treat the Employee as having ceased contributions.
- (f) Notwithstanding any other provision in this Clause B1, the Employer may contribute any further amount for a Member to be credited to the Member Accumulation Account of the Member.

B2 ACCEPTANCE OF OTHER CONTRIBUTIONS

- (a) The Trustee may accept a Shortfall Contribution as a contribution in respect of a Member;
- (b) The Trustee may accept a Government Co-contribution as a contribution in respect of a Member.

B3 MEMBER CONTRIBUTIONS

- (a) Irrespective of the Category of Membership, a Member is not required to contribute to the Fund.
- (b) A Member may elect to contribute to the Fund as such amounts as a Member may decide and notify to the Trustee from time to time.
- (c) A Member and the Employer may agree for the Employer to make contributions on behalf of a Member to the Fund as a component of the Member's remuneration pursuant to clause B1(f) on such basis as

the Member and Employer shall agree from time to time and notify to the Trustee.

B4 ACCOUNTS

B4.1 Accounts to be Maintained

For the purpose of determining the benefits which may become payable to or in respect of a Member, the Trustee shall establish and maintain in respect of each Member the accounts as provided in this Clause B4 and such other accounts as the Trustee may determine. Nothing in this Clause shall entitle any Member to any specific asset of the Fund and the Trustee shall have an absolute discretion as to which part of the Fund is applied to provide funds to enable the payment of any benefit which becomes payable from the Fund.

B4.2 Benefit Accounts

- (a) The Trustee may establish and maintain a Company Accumulation Account to which shall be credited:
- (i) contributions made by an Employer pursuant to Clause B1 (a) and any Shortfall Contribution;
 - (ii) any surplus allocated to such account pursuant to Clause B5;
 - (iii) any amounts which the Trustee may determine to credit to such account as a consequence of transfer into the fund from an Approved Benefit Arrangement pursuant to the Deed;
 - (iv) any amounts rolled over, transferred or Allotted to such account pursuant to Clause A21;
 - (v) any other amounts which the Deed may require to be credited thereto or the Trustee may consider it appropriate and equitable to credit thereto; and
 - (vi) the balance in the Member's SG Productivity Account as at the Revision Date;
 - (vii) in respect of a Member who was a Category 5 Member immediately prior to the Revision Date, the balance in the Member's Superannuation Guarantee Account as at the Revision Date.

and shall be debited to such account:

- (viii) any deficiency allocated to such an account pursuant to Clause B5;
- (ix) any amount which the Trustee may determine to debit to such account as a consequence of transfer out of the

fund to an Approved Benefit Arrangement pursuant to the Deed;

- (x) any benefit payable from such account pursuant to the Deed;
- (xi) any other amounts which the Deed may require to be debited thereto of the Trust if they consider appropriate and equitable to debit thereto; and

(b) The Trustee may establish and maintain a Member Accumulation Account to which shall be credited:

- (i) contributions made by a Member pursuant to Clause B3(b) and by the Employer pursuant to Clause B3(c) and any Government Co-contributions;
- (ii) any surplus allocated to such account pursuant to Clause B5;
- (iii) any amounts which the Trustee may determine to credit to such account as a consequence of transfer into the fund from an Approved Benefit Arrangement pursuant to the Deed;
- (iv) any amounts rolled over, transferred or Allotted to such account pursuant to Clause A21;
- (v) any other amounts which the Deed may require to be credited thereto or the Trustee may consider it appropriate and equitable to credit thereto; and
- (vi) the balances in the Member's Member Voluntary Contribution Account and the Member's Salary Sacrifice Account as at the Revision Date,

and shall be debited to such account:

- (vii) any deficiency allocated to such an account pursuant to Clause B5;
- (viii) any amount which the Trustee may determine to debit to such account as a consequence of transfer out of the fund to an Approved Benefit Arrangement pursuant to the Deed;
- (ix) any benefit payable from such account pursuant to the Deed; and
- (x) any other amounts which the Deed may require to be debited thereto of the Trust if they consider appropriate and equitable to debit thereto.

(c) The Trustee may establish and maintain a Rollover Account to which shall be credited:

- (i) any amounts which the Trustee may determine to credit to such account as a consequence of transfer into the fund from an Approved Benefit Arrangement pursuant to the Deed;
- (ii) any surplus allocated to such account pursuant to Clause B5;
- (iii) any amounts rolled over, transferred or Allotted to such account pursuant to Clause A21; and
- (iv) any other amounts which the Deed may require to be credited thereto or the Trustee may consider it appropriate and equitable to credit thereto;

and shall be debited to such account:

- (v) any deficiency allocated to such an account pursuant to Clause B5;
- (vi) any amount which the Trustee may determine to debit to such account as a consequence of transfer out of the fund to an Approved Benefit Arrangement pursuant to the Deed;
- (vii) any benefit payable from such account pursuant to the Deed; and
- (viii) any other amounts which the Deed may require to be debited thereto of the Trust if they consider appropriate and equitable to debit thereto.

(d) the Trustee may establish and maintain an Additional Resignation Account to which will be credited:

- (i) the amount of the Member's Vested Benefit (if any);
- (ii) any surplus allocated to such account pursuant to Clause B5;
- (iii) any other amounts which the Deed may require to be credited thereto or the Trustee may consider it appropriate and equitable to credit thereto;

and shall be debited to such account:

- (iv) any deficiency allocated to such account pursuant to Clause B5;
- (v) any other amounts which the Deed may require to be debited thereto or the Trustee may consider appropriate and equitable to debit thereto.

B4.3 Insurance Premiums and Fund Expenses

- (a) Subject to this Clause B4.3, the cost of Insurance Premiums and the Fund Expenses may be:
- (i) debited to Member's Benefit Accounts; or
 - (ii) dealt with in such way or in any manner determined by the Trustee from time to time either generally or in any particular case.
- (b) The Trustee may make debits or deductions in respect of some or all of the Insurance Premiums or some or all of the Fund Expenses on the basis of a common amount or percentage per Member.
- (c) Any deduction or debit for the purposes of this Clause may be made on an estimated basis, with appropriate subsequent adjustments to take account of any difference between estimated and actual amounts.

B4.4 Reserve Account

- (a) The Trustee shall establish and maintain as provided in this Clause and sub-clauses B4.3(a) and B5.1(a) an account to be known as the Reserve Account.
- (b) There shall be credited to the Reserve Account:
- (i) any balance remaining in any account of a Member after all benefits which could become payable out of the Fund to or in respect of the Member have been paid, including without limitation any amount deducted therefrom pursuant to Clauses A15.6 or A18.4 and which has not been otherwise applied in accordance therewith;
 - (ii) any amounts paid to the Fund by an Insurer in respect of resulting from a rebate of premiums or bonus but excluding any amount resulting from a claim which shall be credited to the Member's Benefit Accounts in respect of the Member for whom the claim is paid;
 - (iii) any surplus or other amount allocated or credited thereto pursuant to Clauses B4.3(a) or B5.1(a) or sub-clause (d) hereof;
 - (iv) any other amount which the Deed may require to be credited thereto or the Trustee may consider it appropriate and equitable to credit thereto;
- and there shall be debited to such account -
- (v) amounts applied therefrom pursuant to sub-Clause (c) hereof;

B5.2 Determination and Allocation Procedures

A surplus or deficiency in respect of any period and the basis and method of allocation thereof shall be determined by the Trustee in such manner and having regard to such matters and to such advice as the Trustee may consider appropriate, including without limitation income received, Tax payable or not payable in respect of earnings on Fund assets providing for current pension liabilities to Members pursuant to Clauses B6.8, B6.9 and B6.10 and earnings on other Fund assets, expenses incurred, profits and losses on the realisation of investments, and appreciation or depreciation in the value of investments, with the value of any particular investment being determined on such basis and at such times as the Trustee may consider appropriate. Without limiting the generality of the foregoing, a surplus or deficiency may be allocated to Members' Benefit Accounts by way of a Fund Earning Rate.

B5.3 Accounts in Debit

Nothing in the Deed shall preclude the Trustee from allowing any account including any Member's Benefit Accounts to remain in debit for any period which the Trustee may consider reasonable.

B5.4 Maintenance of Sub-Accounts

The Trustee may establish sub-accounts within any account maintained under the Deed and may maintain and operate any such sub-account for any purpose and in any manner which the Trustee may consider appropriate in giving effect to the Deed.

B6 BENEFITS**B6.1 Retirement Benefit**

In circumstances other than are provided for in Clause B6.2, if a Member who leaves Service:

- (a) on the Normal Retirement Date; or
- (b) within five years before the Normal Retirement Date; or
- (c) between five and ten years before the Normal Retirement Date with the Employer's consent,

then the Member is entitled to a lump sum benefit equal to the sum of:

- (i) the Member's Total Account Balance, and
- (ii) the Member's Defined Retirement Benefit, if any,

PROVIDED THAT the benefit payable under this Clause B6.1 shall not be less than the benefit payable to the Member pursuant to Clause B6.3.

B6.2 Death or Total and Permanent Disablement

If a Member:

- (a) dies; or
- (b) becomes Totally and Permanently Disabled;

there shall be payable to or in respect of the member a lump sum benefit equal to:

- (i) the Member's Total Account Balance; plus
- (ii) subject to Clause A10.2 the Insurance Benefit at the date of death or Total and Permanent Disablement; plus
- (iii) the Defined Retirement Benefit, if any,

PROVIDED THAT for the purposes of this Clause B6.2(iii), the calculation of the Defined Retirement Benefit shall be based upon the Salary of the Member at the date of the Member's death or Total and Permanent Disablement rather than the Member's Final Average Salary.

FURTHER PROVIDED THAT for Members who were Members prior to the Revision Date the benefit shall not be less than the death or Total and Permanent Disablement benefit as at the Revision Date being the amount in respect of each such Member as advised to the Trustee by the Actuary.

B6.3 Leaving Service Benefit

Subject to the Relevant Law if a Member leaves Service other than in the circumstances provided for in Clause B6.1 or in Clause B6.2 a lump sum benefit equal to the Member's Total Account Balance plus the Member's Additional Resignation Account, if any, shall be payable to the Member as at the date the Member leaves Service.

B6.4 Minimum Benefits

Notwithstanding any of the provisions of this Deed the amount payable to a Member or Beneficiary from the Fund shall not be less than any minimum benefit amount as prescribed by the Relevant Law.

B6.5 Surcharge Account

Notwithstanding any other provision of this Deed, any benefit which is paid to a pursuant to this Deed shall have deducted from it an amount equal to the Surcharge Account (if any) maintained by the Trustee in respect of the Member.

B6.6 Temporary or Total Disablement Benefit

In the event of a Member who was a Category 1 Member or a Category 2 Member or a Category 3 Member or a Category 4 Member or a Category 6 Member immediately prior to the Revision Date becoming Totally and Temporarily Disabled but not being declared Totally and Permanently Disabled while in Service before his Normal Retirement Date and the Trustee receives benefits in respect of the Member from an Insurer pursuant to a policy of Salary Continuance Insurance then the Trustee must pay those benefits to the Member subject to compliance with the Relevant Law.

B6.7 Date for Payment of Benefits

Notwithstanding Clauses B6.1, B6.2, B6.3, B6.4 or B6.6 and any other provisions of this Deed no benefit in whole or part shall be payable to a Member or Beneficiary other than in accordance with the Relevant Law.

B6.8 Payment of Allocated Pension Benefits

Notwithstanding any of the provisions of this Deed, the payment of an Allocated Pension shall be in accordance with Regulation 1.05(4) or Regulation 1.06(4) of the Superannuation Industry (Supervision) Regulations or other applicable provisions of the Relevant Law.

B6.9 Payment of Market Linked Pension Benefits

Notwithstanding any of the provisions of this Deed, the payment of a Market Linked Pension shall be in accordance with Regulation 1.05(10) or Regulation 1.06(8) of the Superannuation Industry (Supervision) Regulations or other applicable provisions of the Relevant Law.

B6.10 Payment of Account-Based Pension Benefits

Notwithstanding any of the provisions of this Deed, with effect from the Prescribed Date payment of an Account-Based Pension shall be in accordance with Regulation 1.05(11A) or Regulation 1.06(9A) of the Superannuation Industry (Supervision) Regulations or other applicable provisions of the Relevant Law.