

THIS DEED is made the 29th day of AUGUST 2013

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 15 December 2007 the previous provisions of the trust deed were replaced by new provisions ("Trust 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. Clause A16.1(a) of the Trust Deed provides that the Trustee may amend the Trust Deed with the Principal Employer's consent provided certain conditions specified in Clause A16.1(b) and (c) are met.
- F. The Trustee wishes to amend the Trust by allowing the Trustee to accept Low Income Superannuation Contributions for Members, by providing for a Retirement Benefit to be available to a Member between five and ten years before the Normal Retirement Date without the need for the Employer's consent and for all Members to be eligible for a Total and Temporary Disablement Benefit.
- G. The Principal Employer consents to the amendment and has indicated its consent by executing this Deed.

THIS DEED WITNESSES that:

1. Clause A1 shall be amended by inserting alphabetically the following definition of Low Income Superannuation Contribution:

“Low Income Superannuation Contribution” has the meaning given to that term in the Superannuation (Government Co-Contribution for Low Income Earners) Act 2003.

2. Clause B2 shall be amended by the insertion after paragraph (b) of the following paragraph (c):

“(c) The Trustee may accept a Low Income Superannuation Contribution as a contribution in respect of a Member.”

3. Clause B6.1 shall be amended by the deletion of paragraphs (b) and (c) and substituting the following paragraph (b):

“(b) within ten years before the Normal Retirement Date,”

4. Clause B6.6 shall be deleted in its entirety and shall be replaced by the following Clause B6.6:

“B6.6 Total and Temporary Disablement Benefit

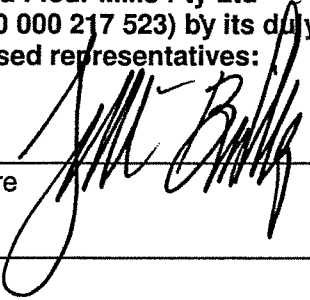
In the event of a Member becoming Totally and Temporarily Disabled but not being declared Totally and Permanently Disabled while in Service before his Normal Retirement Date and the Trustee receives benefits in respect of the Member from an Insurer pursuant to a policy of Salary Continuance Insurance then the Trustee must pay those benefits to the Member subject to compliance with the Relevant Law.”

4. This Deed shall be effective from 1 July 2013.

EXECUTED AS A DEED

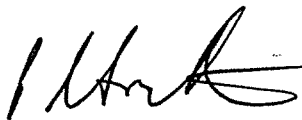
Signed for and on behalf of
Manildra Flour Mills Pty Ltd
(ABN 80 000 217 523) by its duly
authorised representatives:

Signature



Name

Office held



Signature

PETER STRATTON

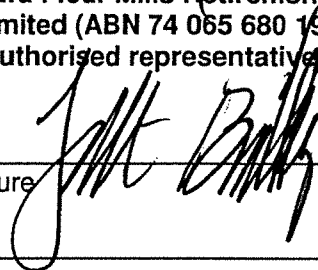
Name

DIRECTOR

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



Name

Office held



Signature

PETER STRATTON

Name

DIRECTOR

Office held

DATED

29th August

2013

**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

THIS DEED is made the *First* day of *June* 2017

BETWEEN **Manildra Flour Mills Pty Ltd (ABN 80 000 217 523)** of 6 Frank Street
Gladesville NSW 2111 (“**the Principal Employer**”)

AND **Manildra Flour Mills Retirement Fund Pty Limited (ABN 74 065 680
195)** of 6 Frank Street Gladesville NSW 2111 (“**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 15 December 2007 the previous provisions of the trust deed were replaced by new provisions (“**Trust 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. Clause A16.1(a) of the Trust Deed provides that the Trustee may amend the Trust Deed with the Principal Employer’s consent provided certain conditions specified in Clause A16.1(b) and (c) are met.
- F. The Trustee wishes to amend the Trust Deed by allowing transition to retirement pensions to be paid from the Fund and to allow retired Employees to retain membership of the Fund and for this purpose has entered into this Deed and is satisfied that the conditions in Clause A16.1(b) and (c) have been met.
- G. The Principal Employer consents to the amendment and has indicated its consent by executing this Deed.

THIS DEED WITNESSES that:

- 1. On and from date referred to in Clause 2 of this Deed, the Trust Deed is amended by the insertion of the following provisions:

- (i) Clause A1 shall be amended by inserting alphabetically the following definition of Transition to Retirement Pension:

“Transition to Retirement Pension” (which includes an annuity) means payments made by the Trustee to a beneficiary in accordance with the requirements in regard to the provision of such a pension in Clause B6.11.

- (ii) The following Clause B6.11 is inserted immediately following Clause B6.10:

“B6.11 Transition to Retirement Pensions

Notwithstanding any other provisions of the Deed, the payment of a Transition to Retirement Pension shall be in accordance with Clause B6.10 of this Deed and satisfy the conditions listed in the definition of transition to retirement income stream in Part 6 of the Superannuation Industry (Supervision) Regulations or other applicable provisions of Relevant Law.”

2. The definition of Employee is deleted and the following definition of Employee is inserted in its place:

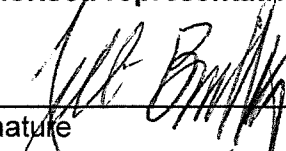
“Employee means

- a. a full-time or part-time permanent employee of an Employer;
- b. a former employee of an Employer who has retired permanently from the work force and who has not been paid their retirement benefit from the Fund;
- c. if the Employer is a company – a director of the company; and
- d. any other person nominated by an Employer.”

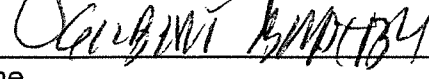
3. This Deed shall be effective from the date of execution.

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



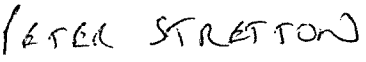
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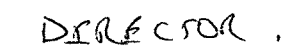
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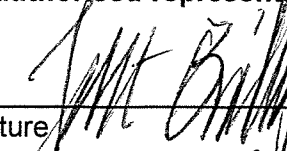


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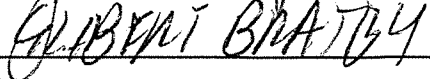


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**Signed for and on behalf of
Manildra Flour Mills Retirement Fund
Pty Limited (ABN 74 065 680 195) by its
duly authorised representatives:**




Signature



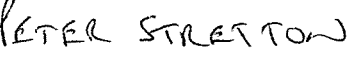
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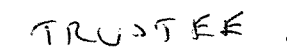
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