

NEW
STAMPER



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THIS DEED is dated the 26th day of August 1986

BETWEEN ELDERS IXL LIMITED the registered office of which is situated at 27 Currie Street Adelaide in the State of South Australia (hereinafter called "the Principal Employer")

AND ELDERS SUPERANNUATION LTD. the registered office of which is situated at 351 Collins Street Melbourne in the State of Victoria (hereinafter called "the Trustee")

WHEREAS:

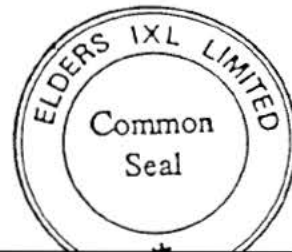
- A. By a Deed made the 23rd day of December 1913 a Company known as Elder Smith & Co. Limited established a provident and guarantee fund which is now known as the Elders IXL Superannuation Fund (hereinafter called "the Fund").
- B. Pursuant to the provisions of the Elder, Smith & Co. Limited Provident Funds Act 1963 and to a Deed dated the 5th day of March 1964, Elder Smith Goldbrough Mort Limited assumed the obligations of Elder, Smith & Co. Limited in relation to the Fund as the Principal Employer under the Rules relating to the Fund then in force.
- C. On the 3rd day of February 1982 Elders Smith Goldsbrough Mort Limited changed its name to Elders IXL Limited.
- D. On the 20th day of December 1982 the Trustee was appointed sole trustee of the Fund and the Trustee is the trustee for the time being of the Fund.
- E. The Fund is governed and administered in accordance with rules or regulations which were originally adopted by the said Deed made the 23rd day of December 1913.
- F. The Rules set out in the schedule hereto are the Rules relating to the Fund which are in force as at the date hereof and the

Principal Employer and the Trustee desire to confirm the Rules accordingly.

NOW THIS DEED WITNESSES that the Principal Employer and the Trustee HEREBY CONFIRM that the Rules set out in the Schedule hereto are the Rules governing the administration of the Fund in force as at the date hereof and each of them covenant with the other to observe and perform the obligations imposed on them respectively by the Rules.

IN WITNESS whereof this Deed was executed on the day and year first hereinbefore written.

THE COMMON SEAL of ELDERS)
IXL LIMITED was hereunto)
affixed in accordance with)
its Articles of Association)
in the presence of:)



:Director

:Secretary



THE COMMON SEAL of ELDERS)
SUPERANNUATION LTD. was)
hereunto affixed in)
accordance with its Articles)
of Association in the)
presence of:)



:Director

:Secretary



ELDERS IXL LIMITED

AND

ELDERS SUPERANNUATION LTD.

D E E D

ARTHUR ROBINSON & HEDDERWICKS,
SOLICITORS,
535 BOURKE STREET,
MELBOURNE VIC 3000

TEL: 614 1011 REF: MNC

ELDERS IXL SUPERANNUATION FUND

RULES

MELBOURNE
19 AUGUST 1985

ELDERS IXL SUPERANNUATION FUND

RULES

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DIVISION 1

MANAGEMENT AND ADMINISTRATION

1.1 DEFINITIONS AND GOVERNING PRINCIPLES

1.1.1 Definitions. In these Rules unless the context otherwise requires:

"Actuary" means the actuary for the time being appointed pursuant to Rule 1.4.1 a).

"Administrator" means the administrator for the time being appointed pursuant to Rule 1.4.1 a).

"Associated Employer" means a company, firm, partnership or other organisation allied or associated in business with the Principal Employer and which the Principal Employer has declared in writing to the Trustee to be an Associated Employer and has not subsequently declared in writing to the Trustee that it has ceased to be an Associated Employer.

"Auditor" means the auditor for the time being appointed pursuant to Rule 1.4.1 a).

"Beneficiary" means a person presently and absolutely entitled to receive a Benefit at the relevant time but does not include a person who is a Member at the said time.

"Benefit" means any amount paid or payable by the Trustee out of the Fund pursuant to the Rules to or in respect of a Member.

"Child" in relation to a Member means any child born of that Member and includes a step-child or legally adopted child of that Member and any person who, in the opinion of the Trustee, is or was actually maintained by the Member as his child.

"Contributions" means payments to the Fund by Members and Employers pursuant to the Rules.

"Deed" means the Deed dated the 23rd day of December 1913 as amended from time to time under which the Fund was established.

"Dependant" in relation to a former Member means :

- i) the wife or husband of a former Member or the widow or widower of a deceased Member;

- ii) any Child of a former Member;
- iii) any other person who, in the opinion of the Trustee, is or was substantially financially dependent on the former Member at the relevant time or who had a legal right to look to the former Member for support.

"Directors" means the directors or board of management for the time being of an Employer or, as the case requires, of the Trustee, and "Director" has a corresponding meaning.

"Division" means any Division of the Rules that may be established from time to time, as the case requires.

"Eligible Employee" means an Employee who is in a class of Employees nominated by the Principal Employer as being eligible to become Members.

"Employee" means a person in the employment of an Employer and who is :

- i) a Director of that Employer; or
- ii) classified by his Employer as a permanent employee;

and includes any person as aforesaid on Special Leave.

"Employer" means the Principal Employer or any Participating Employer and in relation to an Employee or Member means the Employer for the time being of such Employee or Member.

"Fund" means the Elders IXL Superannuation Fund (formerly the Provident Fund) established under the Deed and shall include all accretions thereto and the assets comprised therein.

"Fund Year" means a period of twelve months ending on the thirtieth day of June, or such other period or date as the Trustee from time to time may determine.

"Income Tax Act" means the Income Tax Assessment Act 1936 of the Commonwealth of Australia.

"Member" means an Eligible Employee who has been accepted by the Trustee as a Member of the Fund and in respect of whom his Employer makes Contributions.

"Member's Reserve" in relation to a Member means the Member's Reserve calculated pursuant to Rule 2.1.2.

"Participating Employer" means any Associated Employer that by agreement with the Principal Employer and the Trustee enters into a covenant with them to observe and perform the provisions of the Rules but does not include an Employer which has ceased to be a Participating Employer.

"Pension" means a Benefit payable at a yearly rate by instalments, and "Pensioner" means a person receiving a Pension.

"Principal Employer" means Elders IXL Limited or any company carrying on business in succession thereto in amalgamation therewith which agrees to assume the obligations of the Principal Employer under the Deed and the Rules.

"Register" means the register maintained by the Trustee as part of the Rules into which is entered the rights and entitlements of Members and Beneficiaries whose rights or entitlements are or were affected by a resolution of the Trustees made the nineteenth day of August 1985 and the rights and entitlements of persons who transfer to the Fund and in respect of whom additional or accrued Benefits are granted pursuant to Rule 1.8.2 and such other information and details concerning Members and Beneficiaries or any of them as the Trustee may from time to time determine.

"Roll-over Institution" means a Roll-over Institution defined pursuant to Rule 1.10.1 d).

"Rules" means the rules governing the Fund from time to time together with any alterations thereto or substitutions therefor and for the time being in force.

"Salary" means in relation to any Member the yearly rate of remuneration advised by his Employer for the purpose of determining Benefit payments and Contributions under the Rules excluding, unless the Principal Employer otherwise directs, any overtime, director's fees, special grants, allowances, or other amounts, provided that if a Member's remuneration is reduced and the Employer determines not to take the reduction into account and informs the Trustee, and if the Member agrees, the Salary shall be deemed to be the Salary applicable immediately prior to the reduction until such time as his actual yearly rate of remuneration exceeds the Salary applicable immediately prior to the reduction.

"Service" in respect of a Member means the latest continuous period during which he has been in the service of any one or more of the Employers and includes any period during which he is on Special Leave.

"Special Leave" means any period of temporary absence of a Member from his employment (other than as a normal condition of employment) with or without pay and given with the approval of his Employer, provided that the Member has not voluntarily terminated his employment nor been dismissed by the Employer.

"Taxation" includes income tax, land tax, stamp duty and any other tax or duty.

"Total and Permanent Disablement" in relation to a Member means having been absent from employment with the Employer through injury or illness for six (6) consecutive months, or such lesser period as determined by the Trustee and, in the opinion of the Trustee after consideration of medical evidence having become incapacitated to such an extent as to render the Member unlikely ever to engage in

or work for reward in any occupation or work for which he is reasonably qualified by his education training or experience provided that a Member shall be deemed to be Totally and Permanently Disabled if he has suffered the loss of two limbs or the sight of both eyes or the loss of one limb and the sight of one eye where "limb" means the whole hand or the whole foot.

"Trustee" means the Trustee or Trustees for the time being of the Fund.1.1.2 Plural and gender of words. In the Rules, unless inconsistent with the subject matter or context, words importing one gender shall include the other genders and words importing the singular number shall include the plural number and vice versa.

- 1.1.3 Headings to Rules. The headings in the Rules are for convenience and reference only and shall not affect their interpretation.
- 1.1.4 Defined words. For convenience, the first letters of words and expressions defined in the Rules are indicated by capital letters, but the absence of a capital letter shall not alone imply that the word or phrase is used with a meaning different from that given by its definition.
- 1.1.5 Employer's powers not prejudiced. Nothing in the Rules shall affect the powers of an Employer with regard to the remuneration, terms of employment or dismissal of an Employee or any other dealings between the Employer and Employee.
- 1.1.6 Benefits not ground for increasing any claim for damages. The Benefits to which a Member might claim to be entitled under the Rules shall not be used as grounds for increasing or as a means of assessing damages in any claim made or action brought by a Member against an Employer.
- 1.1.7 Exercise of Employer's rights. All powers, rights, decisions, discretions, appointments and other authorisations of whatsoever nature or kind granted to or conferred on an Employer or the Trustee by, under or for the purposes of the Rules may be fully and effectively exercised, made, done or performed for or on behalf of such Employer or Trustee by resolution of its Directors or by any person or persons having the written authorisation of such Directors to so act on their behalf.
- 1.1.8 Rules governed by State Laws. The Rules shall be governed and construed and shall take effect in accordance with the laws of the State of Victoria. The Employer, the Trustee, Members and Beneficiaries shall accept the jurisdiction of the Courts of that State.
- 1.1.9 Arbitration. If any question or dispute shall arise with respect to the Fund or to the construction or meaning of the Rules, then the question or dispute shall be referred to a single arbitrator agreed to by the parties in dispute, or if they are unable to agree, then a single arbitrator appointed by the president for the time being of the Australian Institute of Arbitrators; and the Trustee and the Principal Employer hereby expressly agree that if a question or dispute is referred to arbitration pursuant to this Rule then all parties shall be entitled to legal representation.

1.1.10 Statutory enactments. References to any statutory enactment shall be construed as references to that enactment as amended, modified or re-enacted from time to time.

1.1.11 Other Divisions subject to Division 1. The provisions of Divisions other than Division 1, unless the context otherwise requires, shall be subject to the provisions of this Division 1.

1.2 CONSTITUTION OF THE FUND

- 1.2.1 Moneys payable to Fund. The Fund shall consist of all the cash, investments and other property for the time being held by or on account of the Trustee upon the trusts of the Rules and shall be separately established and separately maintained by :
- a) the amount, if any, standing or transferred to the credit of the Fund at or after the date from which these Rules come into effect;
 - b) contributions by Members;
 - c) contributions by Employers;
 - d) interest and dividends arising from any investment and the accumulation thereof;
 - e) profits (less losses) and other benefits arising from any investment and the accumulation thereof; and
 - f) moneys, investments and other property transferred to the Fund from any other superannuation arrangement.
- 1.2.2 Accounts of the Fund. For the purposes of managing, administering and applying the Fund, the Trustee shall, if it sees fit, be empowered to :
- a) establish and maintain separate parts of the Fund for the purpose of distinguishing between different classes or groups of Members and or Beneficiaries;
 - b) establish and maintain separate accounts and or investments in respect of any part of the Fund; and
 - c) transfer assets between parts of the Fund as the Trustee may determine.

1.3 TRUSTEE

- 1.3.1 a) Fund vested in Trustee. The Fund shall be vested in the Trustee upon the terms and conditions and subject to the trusts, powers, authorities and discretions contained in the Rules and shall be managed, administered and applied by it in accordance with the provisions of the Rules.
- b) Number of Trustees. A company appointed by the Principal Employer as Trustee may, with the approval of the Principal Employer, act by itself as the Trustee of the Fund. If there is at least one natural person acting as Trustee, then there shall be not less than four Trustees. Otherwise, there may be such other number of Trustees as the Principal Employer may determine from time to time.
- c) Removal and appointment of Trustee. Subject to Rule 1.3.1 b), the Principal Employer shall have the right to remove any Trustee and to appoint a company or one or more persons to act as Trustee or Trustees either in place of any company or person who has ceased to be a Trustee or as an additional Trustee. Such removal or appointment shall be in writing and shall take effect one month after the date of the notice unless the Principal Employer and the Trustee shall agree in writing upon shorter notice. The Principal Employer shall forthwith give notice of removal of a Trustee to any other Trustee.
- d) Vacancy in office. The office of a Trustee shall become vacant and a Trustee shall cease to be a Trustee if it or he :
- i) is removed from office by the Principal Employer,
 - ii) resigns his office by notice in writing to the Principal Employer,
 - iii) is disqualified from office by operation of law,
 - iv) being a natural person, becomes bankrupt or suspends payment or compounds with his creditors, dies, is found to be lunatic or of unsound mind or, in the opinion of two legally qualified medical practitioners, is or is found to be incapable of managing his own affairs, or
 - v) being a company, is wound up.
- e) Continuity of office. A Trustee, on ceasing to be a Trustee pursuant Rule 1.3.1 d), shall do everything necessary to vest the Fund in the remaining or new Trustee and shall deliver all records and other books held by such Trustee in relation to the Fund to the remaining or new Trustee.
- f) Principal Employer to act as Trustee. The Principal Employer shall endeavour to keep the office of Trustee filled at all times but if, for any period, there is no Trustee, the duties of the Trustee shall be performed by the Principal Employer.

- g) Conduct of meetings. At any time during which there is more than one Trustee, the following provisions shall apply:
- 1) The Trustees may meet together for the despatch of business adjourn and otherwise regulate their meetings as they think fit. A Trustee may at any time convene a meeting. All meetings shall be held at the Head Office of the Principal Employer unless the Trustees or a majority of them shall otherwise determine.
 - 2) The Principal Employer shall appoint one of the Trustees to be Chairman of the Trustees and may at any time remove the Chairman from such office and appoint another of the Trustees to be Chairman in his place. If at any time there is no Chairman in office or if at any meeting the Chairman is not present at the time appointed for holding the same, the Trustees present shall choose one of their number to be Chairman of such meeting.
 - 3) Questions arising at any meeting shall be decided by a majority of votes. The Chairman shall have a deliberative vote and in any case of an equality of votes a second or casting vote.
 - 4) At any meeting of the Trustees four Trustees shall form a quorum. Any meeting at which a quorum is present shall be competent to exercise all or any of the authorities powers and discretions hereby vested in the Trustees generally.

1.3.2 Powers of Trustee. In addition to the powers which it might by law have and which are otherwise granted to it by the Rules, the Trustee shall have the following powers :

- a) to settle, compromise or submit to arbitration any claims, matters or things relating to the Rules or to the rights of Members, former Members and Beneficiaries;
- b) to commence, carry on or defend proceedings relating to the Fund or to the rights of Members, former Members and Beneficiaries;
- c) to borrow money and to secure the repayment thereof in any manner and upon any terms which the Trustee may deem advisable and whether by charge on all or any portion of the Fund or otherwise;
- d) to insure or reinsure any risks, contingencies or liabilities of the Fund with an insurance company, mortgage insurance company, reinsurance company or superannuation fund;
- e) to underwrite or sub-underwrite any risks, contingencies or liabilities under any superannuation arrangement conducted by an Associated Employer where there exists the possibility of transfers of employees to the Fund;

- f) subject to the approval of the Principal Employer, to retain the services of professional or other advisers in relation to the management, administration or investment of the Fund and to pay and advance out of the Fund all expenses of and incidental to the management and administration of the Fund including the fees of the aforesaid advisers and the remuneration of persons appointed pursuant to the Rules;
- g) to indemnify, or undertake to indemnify, any person, company, government or institution in respect of any claims, matters or things relating to the Fund or to the rights of Members, former Members or Beneficiaries in respect of the Fund;
- h) to authorise any Director or officer of the Trustee to exercise for or on behalf of the Trustee all or any of the powers and authorities exercisable by the Trustee under the provisions of the Rules;
- i) to manage land and property investments forming part of the Fund and, in particular, erect alter remove or pull down any buildings walls fences drains and other improvements, pay all rates taxes and other outgoings and effect and maintain insurances, carry out repairs painting and other acts of preservation, lease sell and otherwise dispose the said land and property and generally exercise such acts of management or ownership as may be required from time to time; and
- j) generally to do all acts and things as the Trustee may consider necessary or expedient for the administration, maintenance and preservation of the Fund and in performance of its obligations under the Rules.

1.3.3 Remuneration of Trustee. The Trustee is not entitled to receive from the Fund commission or other remuneration in respect of its office, but the Principal Employer may if it thinks fit at any time and from time to time in its sole unfettered discretion pay to the Trustee any remuneration it thinks fit.

1.3.4 Indemnity of Trustee. The Trustee shall be indemnified out of the Fund against all liabilities incurred by it in the exercise or attempted exercise of the trusts, powers, authorities and discretions vested in it and shall have a lien on and may use moneys forming part of the Fund in pursuance of this indemnity.

This indemnity shall extend to any payments made to any persons whom the Trustee bona fide believes to be entitled thereto although it may be subsequently found that the person was not in fact entitled to the same or all of the same.

No Trustee shall be liable for anything done or omitted to be done except in the case of fraud or other wilful misconduct on his or its part.

- 1.3.5 Confidentiality of information. The Trustee, the Principal Employer and every other Employer, shall regard as strictly confidential (so far as shall be practicable) all information disclosed to or gained by it in the course of administering the Fund or otherwise in connection with the Rules or anything relating or incidental thereto.
- 1.3.6 Appointment of nominee company. The Trustee may appoint in writing on such terms as it may see fit any corporate body as its nominee in regard to the purchase, sale, administration or retention of and the dealing in any investments whether in the name of that corporate body or otherwise, and give any indemnity reasonably required, provided that the corporate body undertakes in writing to hold the investments made from the moneys of the Fund in its name as nominee for and on behalf of the Trustee. The Trustee may revoke or vary any such appointment.

1.4 APPOINTMENT TO OFFICES

1.4.1 a) Appointment of Actuary Administrator and Auditor. The Trustee from time to time, with the approval of the Principal Employer, may appoint to the following offices on such conditions as it determines :

- i) an Actuary who is either -
 - ia) a person who is a Fellow of the Institute of Actuaries of Australia;
 - ib) a firm of which each Australian partner is a Fellow of the Institute of Actuaries of Australia; or
 - ic) a company with at least one employee who is a Fellow of the Institute of Actuaries of Australia.
- ii) an Administrator;
- iii) an Auditor, who is either a person or a firm registered as a company auditor under the Companies Act 1961, provided that a Trustee hereof or a director of a company which is a Trustee hereof shall not be appointed as Auditor; and
- iv) such other officers as it considers desirable for the proper management of the Fund.

b) Removal from office. The Trustee may remove from office any person firm or company appointed pursuant to this Rule and with the approval of the Principal Employer, may appoint another in his stead.

c) Offices to be kept filled. The Trustee shall use its best endeavours to ensure that none of the offices mentioned in paragraphs i) to iii) inclusive of Rule 1.4.1 a) remains vacant for longer than is necessary to effect a new appointment.

d) Deemed to be employed by the Principal Employer. Any person appointed as a full-time officer pursuant to this Rule may, if the Trustee so recommends and the Principal Employer agrees, be deemed, for the purposes of the Rules, to be employed by the Principal Employer.

1.5 RECORDS AND FINANCIAL STATEMENTS

- 1.5.1 a) Receipt and payment of moneys. All moneys of the Fund shall be lodged as soon as practicable to the credit of an account in the name of the Fund kept with a bank, building society or similar body determined from time to time by the Trustee or the like account of an investment manager appointed pursuant to the Rules.

All cash payments out of the Fund shall be signed by at least two (2) persons who shall from time to time be authorised in writing by the Trustee or the Administrator for that purpose.

- b) Issue of receipts. A receipt given on behalf of the Fund by the Trustee or by the Administrator or by any other person who may from time to time be authorised by the Trustee in writing to receive any moneys of the Fund shall be a sufficient discharge to the person by whom the moneys are paid.

- 1.5.2 Records and accounts to be kept. The Trustee shall :

- a) keep account of all moneys received for and disbursed from the Fund and of all dealings in connection therewith;
- b) collect, and pay promptly into the bank account of the Fund, all moneys from time to time due to the Fund;
- c) keep appropriate records and accounts in proper order, and make suitable arrangements for their custody and for custody of documents relating to the investments; and
- d) prepare after the end of each Fund Year a balance sheet of the Fund as at the end of the said Fund Year, together with a statement of receipts and disbursements during the same Fund Year.

- 1.5.3 Annual accounts. Each balance sheet and statement as aforesaid, shall be audited by the Auditor, reported upon and signed by him and the Trustee and presented to the Principal Employer.

- 1.5.4 Audit. As at the end of each Fund Year, the Trustee shall ensure that the Auditor audits the books, accounts, each annual balance sheet and statement and the documents relating to the investments.

- 1.5.5 Copy of Rules and financial statements available to Members. A copy of the Rules and the latest annual balance sheet and statement shall be made available on request for inspection by any Member or Beneficiary.

- 1.5.6 Information to be supplied. An Employer shall, as and when requested by the Trustee, give to the Trustee all information in its power or possession which may in the opinion of the Trustee be necessary or expedient for the management and administration of the Fund. The Trustee may act upon and shall not be required to verify any information given to it by an Employer pursuant to the Rules.

1.5.7 Annual calculation of Fund's earning rate. The Trustee shall determine the effective rate of income earned on the assets of the Fund during each Fund Year.

1.6 ACTUARIAL INVESTIGATIONS

1.6.1 a) Actuarial investigations. As at a date not later than the 30th day of June 1987 and thereafter at intervals not exceeding three (3) years, the Trustee shall cause the Actuary to make an actuarial investigation of the Fund and to report in writing on the results of his investigation and on the state and sufficiency of the Fund, having regard to the present and future liabilities thereof and to make any recommendations which he may see fit in regard to the Fund.

b) Information to be supplied to Actuary. The Trustee, the Administrator and the Employers shall give the Actuary the information he may require for the purposes of his investigations.

c) Actuary's reports to Principal Employer. The Trustee shall send a copy of each report furnished by the Actuary to the Principal Employer.

1.6.2 Variation in Benefits or Contributions following surplus or deficit. Where the report by the Actuary in accordance with Rule 1.6.1 discloses that the Fund is more than or less than sufficient to provide the Benefits under the Rules, the Trustee, after obtaining the advise of the Actuary and subject to the consent of the Principal Employer, may, in a manner which in the opinion of the Trustee is equitable to all persons concerned, change;

i) the Contributions payable by the Employers or by any one or more of them;

ii) the Contributions payable by Members or by any section or class of Members; or

iii) the amount of Benefits or any particular section or class of Benefits, including Benefits in the course of payment, either to Members or Beneficiaries generally or to any section or class of Members or Beneficiaries.

1.7 INVESTMENTS

- 1.7.1 a) Investments authorised. So much of the moneys forming part of the Fund from time to time as shall not be required immediately for the payment of Benefits or other amounts authorised by the Rules shall be invested as soon as practicable by and under the control and in the name of the Trustee in any manner or form which the Trustee considers to be an investment suitable for the Fund including without limitation any of the following:
- i) any investment for the time being authorised by the laws of the Commonwealth of Australia or any State or Territory thereof for the investment of trust funds;
 - ii) any mortgage of or charge on freehold or leasehold property situated anywhere in the world even though the amount of the loan may exceed two-thirds of the value of the property and whether or not a report has been obtained on the value of the property and even though the mortgage or charge shall not rank as a first charge on the property;
 - iii) on deposit with or loan to an Employer, any building society, company, or any other organisation whatsoever, or person established or operating anywhere in the world with or without security and at such rate of interest and upon such terms as the Trustee may deem expedient;
 - iv) the purchase or acquisition in any way of shares and stock (of any class or description) and of any type of bond, mortgage, debenture, note, option or other like security in or of an Employer, any building society or any company incorporated in any part of the world and whether or not carrying on business in Australia and whether the shares or stock be fully or partly paid up and whether secured or unsecured, registered or unregistered;
 - v) any mortgage of or charge on any personal property situated anywhere in the world;
 - vi) any policy of assurance or annuity contract whether by proposal, purchase or otherwise, and any choses in action, interests for life or any lesser terms or in reversion and howsoever arising;
 - vii) the purchase or acquisition of any real or personal property situated anywhere in the world and the improvement or extension thereof;
 - viii) the purchase or acquisition of any interests either jointly or in partnership or in any unit of interest including units or sub-units of any unit trust or mutual fund wheresoever situated;

ix) discounting of loans, mortgages, contracts, hire purchase agreements or leases;

and it is expressly provided that neither the inclusion of paragraphs i) to ix) hereof nor anything in any of those paragraphs shall limit or be interpreted so as to limit the general unfettered discretion vested in the Trustee regarding investment generally and, in particular, what is an investment and whether that investment is a suitable investment.

Provided that the Trustee may only make an unsecured loan to a Member where he is unable to obtain finance from normal borrowing sources and the amount of the loan does not exceed the total of the Contributions made by the Member at the date of commencement of the loan.

b) Underwriting. The Trustee may underwrite or sub-underwrite the issue of any investments authorised by the Rules.

1.7.2 Power to sell and vary investments. The Trustee shall have power as it sees fit to sell any investments and to vary and transpose any investments into others authorised by the Rules.

1.7.3 Appointment of investment manager. The Trustee may appoint one or more corporate bodies, persons or organisations (hereinafter referred to individually as a "Manager") in writing on such terms as it sees fit, and such terms shall include the fees to be charged by the Manager and the granting of any indemnity reasonably required, to act on behalf of the Trustee in regard to the purchase, sale, administration or retention of and the dealing in any or all of the investments of the Fund whether in the name of that Manager or otherwise, provided that the Manager undertakes in writing to hold the investments made from the moneys of the Fund in trust for and on behalf of the Trustee.

The Trustee may revoke or vary any such appointment subject to the terms of any agreement entered into by the Trustee with any such Manager.

1.7.4 Borrowing powers. The Trustee may at any time or from time to time, with the approval of the Principal Employer, borrow such sum or sums of money as shall in its opinion be necessary to borrow for the proper management or protection of the Fund or to enable the objects for which the Fund was established to be achieved provided that the requirements of this Rule shall not apply to borrowing where the same is the result of the bank account of the Fund becoming overdrawn from time to time and in the ordinary course of administering the Fund. Any such moneys may be borrowed either without security or upon mortgage or charge of or over any of the investments or other assets for the time being of the Fund and upon such terms and conditions as to time and method of repayment and otherwise and at such rate of interest as the Trustee with such approval as aforesaid shall determine.

1.8 MEMBERSHIP

1.8.1 New Members

- a) Application to join the Fund. An Eligible Employee who has completed at least six (6) months' Service with an Employer, or such lesser period as determined by the Principal Employer, may apply to join the Fund by:
- i) making written application in the form from time to time required by the Trustee;
 - ii) submitting evidence of his age and any evidence of the state of his health required by the Trustee;
 - iii) providing any other information reasonably required by the Trustee; and
 - iv) declaring in writing that on acceptance of his application he shall be bound by the terms and conditions of the Rules.
- b) Admission of applicants.

The Trustee shall consider each application and in its absolute discretion may refuse the application or may admit the Eligible Employee to the Fund.

Subject to any other conditions which may be applied pursuant to the Rules, the Trustee, after obtaining the advice of the Actuary, may impose conditions on an applicant's admission and his rights and duties as a Member and may limit and impose conditions upon Benefits as it sees fit. The Trustee may remove or vary at any time all or any of the aforesaid conditions.

Where an Employee is admitted to the Fund and the Benefits payable in any circumstance differ from those provided under the relevant Rules, the Trustee shall advise him in writing to this effect.

On admittance of the application by the Trustee, whether with or without conditions or limitations, the Eligible Employee shall become a Member and be deemed to have joined the Fund on a date determined by the Trustee. The Trustee shall ensure that the Member is notified in writing of his and his Dependants rights to receive Benefits under the Fund.

- 1.8.2 Admittance on transfer from another fund. Where an Employee who has been admitted to the Fund was a member of any other superannuation arrangement and :

- a) there is, or will be, paid or transferred to the Trustee for the credit of the Fund an amount equal to the whole or any part of the value of the Employee's interest in that other

superannuation arrangement, including the capital values of any life assurance policies or annuity contracts in respect of him or of any Dependant; or

- b) there is assigned and transferred absolutely to the Trustee as beneficial owners, any policy of life assurance or annuity contract in respect of him or of any Dependant;

the Trustee may obtain the advice of the Actuary and shall determine the value of such payment, assignment or transfer and shall provide the Member with additional or accrued Benefits in such manner as it shall determine. The Trustee shall record in the Register details of additional or accrued Benefits granted to the Member pursuant to this Rule.

- 1.8.3 Members and Beneficiaries to provide information. Every Member and Beneficiary when requested by the Trustee shall furnish any information which the Trustee deems necessary for the purposes of any investigation or otherwise in connection with the Fund and shall submit to medical examinations as required by the Trustee, by a registered medical practitioner nominated by the Trustee.

If a Beneficiary fails to comply with the provisions of this Rule, the Trustee may suspend the payment of any Benefit until he does comply.

Where a Member or Beneficiary furnishes information required pursuant to the Rules, affecting or likely to affect the Benefits payable to or in respect of the Member or Beneficiary, and the information supplied is incorrect or misleading or relevant information is deliberately withheld, the Trustee, after obtaining the advice of the Actuary, may in its absolute discretion alter the said Benefits to amounts that would have applied had full and accurate information been supplied.

If by reason of any misrepresentation or omission made by or on behalf of any Member or Beneficiary, Benefits are paid to any person in excess of the Benefits which would have been paid had full and accurate information been supplied, the Trustee shall be entitled to recover the amount of the excess from all or any of the persons to whom the Benefits shall have been paid.

- 1.8.4 Member bound by the Rules. Notwithstanding that he may have failed to make the declaration referred to in paragraph (iv) of Rule 1.8.1 a), a Member shall by virtue of his becoming a Member be deemed to have agreed to and be bound by the Rules.

1.9 GENERAL PROVISIONS RELATING TO CONTRIBUTIONS AND EXPENSES

- 1.9.1 a) Member's Contributions deducted from his Salary. Unless the Trustee otherwise determines or the law does not so allow, the Contributions payable by a Member shall be deducted by the Employer from each payment of or on account of his Salary, and forthwith or as directed by the Trustee shall be paid by the Employer to the Fund.
- b) Member's Contributions paid direct to Fund. If the Trustee otherwise determines or the law does not allow the deduction, the Member shall pay his Contributions as and when he receives each payment of or on account of his Salary to the Fund in such manner as the Trustee may determine.
- c) Period during which Member shall make Contributions. Unless otherwise provided under the Rules, a Member shall continue his Contributions until he ceases to be a Member.

1.9.2 Benefits and Contributions when Special Leave is taken. In the event of a Member taking Special Leave, the Trustee shall consult with his Employer regarding the payment of Contributions by and in respect of him during the said Special Leave and then shall advise the Member in writing of the conditions which will apply in respect of Benefits and Contributions both during and after the period of Special Leave.

1.9.3 Employer's Contributions. The Trustee, after obtaining the advice of the Actuary and with the approval of the Principal Employer, shall determine the Contributions payable by each Employer on and from:

- a) the date of each actuarial investigation; and
- b) each date on which any amendment is made to the Rules which has a significant effect on the Benefits or the Contributions;

and after obtaining the like advice and with the like approval shall determine the Contributions payable by an Employer on its becoming a Participating Employer.

The Contributions payable by an Employer shall be paid to the Trustee free of all deductions, at the time, in the manner and by the instalments as agreed between the Trustee and the Employer.

1.9.4 Reduction of Employer Contributions. If an Employer is unwilling or unable to make Contributions in accordance with a determination made by the Trustee, pursuant to Rule 1.9.4, the Employer may, with the consent of the Principal Employer, make Contributions only to the extent that the Principal Employer shall agree and the Trustee may, after obtaining the advice of the Actuary, vary the Contributions payable by Members who are Employees of that Employer, after having obtained their unanimous consent to such a change, or the Benefits to or in respect of the said Members.

1.9.5 Interest on Contributions. The Trustee may require an Employer to pay interest on any of its Contributions in arrears or may require the Employer or Member, as appropriate, to pay interest on any Member's Contributions in arrears at a rate determined by the Trustee.

1.9.6 Expenses of administration. All costs, charges and expenses incurred in the management and administration of the Fund shall be paid by the Fund or, at the discretion of the Principal Employer, by the Employers at the rates and in the proportions determined by the Trustee.

1.10 GENERAL PROVISIONS RELATING TO BENEFITS

- 1.10.1 a) Member transfers to another fund. Where a Member joins or is eligible to join any other superannuation arrangement (hereinafter called the "Other Fund") the Trustee, with the approval of the Member and the Principal Employer, may pay to the Trustee of the Other Fund an amount (hereinafter called the "Transferred Amount") as determined by the Trustee after obtaining the advice of the Actuary.
- b) Application of Transferred Amount. The Trustee may require that the former Member be entitled to such rights in the Other Fund as it can agree with the trustee of the Other Fund to be just and equitable and to its allocation to him as employee contributions of that portion of the Transferred Amount as is determined by the Trustee.
- c) Benefits cease. A former Member in respect of whom a Transferred Amount is paid under this Rule and his Dependants shall not be entitled to any other Benefit and the receipt of the proper officer of the Other Fund shall be a complete discharge to the Trustee of all liability to and in respect of that former Member and except as provided in Rule 1.10.1 b) the Trustee shall have no responsibility to see to the application of the Transferred Amount.
- d) Roll-over Benefit. Where a Member makes a request to the Trustee in writing in the required manner to have part or all of his Benefit paid to one or more Approved Deposit Funds, as defined in Section 27A of the Income Tax Act or financial institutions providing annuities, such Approved Deposit Funds or financial institutions shall be herein referred to as "Roll-over Institutions", the Trustee shall make such payment or payments on the instruction of the Member to one or more Roll-over Institutions. Following the said payment to the Roll-over Institutions and the payment of the remainder of the Benefit (if any) to the Member, the Member shall not be entitled to any other Benefit from the Fund and the Trustee shall be discharged of all liability to and in respect of that former Member.
- 1.10.2 Change in Contributions and Benefits on introduction of Statutory benefits. Where a scheme having government support or recognition whether in the Commonwealth of Australia or any State or Territory thereof or any other place with which the activities of the Employer are or may for the time being be concerned (hereinafter called the "Statutory Scheme") provides, or will provide, Members, their Dependants or Beneficiaries with benefits which in the sole opinion of the Trustee are of a similar nature to any Benefit provided under these Rules, the Trustee, with the approval of the Principal Employer may alter in any way whatsoever provisions of the Rules which in the sole discretion of the Trustee correspond to provisions of the Statutory Scheme, including :

- a) Contributions payable by Members and Employers; and
- b) Benefits, including Benefits in course of payment, provided that any reduction in Benefit shall not exceed the amount of the similar benefit under the Statutory Scheme and provided further that any reduction in Benefits (unless expressly required by the Statutory Scheme) shall not apply in respect of any Benefits accrued under these Rules in respect of Service prior to the effective date of institution or modification of the Statutory Scheme to the extent that those Benefits are secured by the Contributions made to the Fund prior to the said effective date.

1.10.3 a) Excessive Benefits. Notwithstanding any other Rule, Benefits payable to a Member under the Rules shall be limited to amounts which with the benefits payable to the Member under any other superannuation fund are not excessive for the purposes of Section 23F of the Income Tax Act. The Trustee shall inform a Member of any reduction in or limitation of his entitlement under the Rules arising from the operation of this Rule.

b) Excess Benefits Fund. In the event that the Benefits payable to a Member or Members are excessive the Trustee may establish a fund (known as "The Excess Benefits Fund") which is separate and distinct from the Fund and which is administered by the Trustee subject to the same trusts powers authorities discretions and provisions as apply to the Fund as set out in these Rules save and except for the provisions of this Rule and save as to the Contributions to be made and save as to such other substantive matters as the Trustee in its discretion shall determine and may transfer from the Fund, to The Excess Benefits Fund such amount, securities or other assets which are in the opinion of the Trustee greater than the Benefits approved for the time being for the purposes of Section 23F of the Income Tax Act.

c) Transfers from Excess Benefits Fund. The Trustee may at any time transfer amounts, securities or other assets from The Excess Benefits Fund to the Fund if it is of the opinion that such a transfer is warranted for the funding of the Benefits under the Fund and that the transfer will not affect the approval of the Fund under Section 23F of the Income Tax Act.

d) The Fund. In these Rules the words "the Fund" shall, subject to the provisions of Rule 1.10.3 b) and 1.10.3 c), mean both the Fund and The Excess Benefits Fund unless the context otherwise requires.

1.10.4 Additional Benefits. Where in respect of any Employee the Employer or the Employee, with the prior approval of the Principal Employer, pays or transfers to the Trustee for the credit of the Fund an amount either as a capital sum at or after the date of his admittance or additional Contributions, whilst he is a Member or for a limited period, the Trustee shall provide the Member with additional or accrued Benefits in such manner as it shall determine.

1.10.5 Limitation on Benefits. If in connection with any policy of insurance effected by the Trustee against death or Total and Permanent Disablement, an insurance company refuses to insure or seeks to impose any limitations or special conditions in respect of a Member, notwithstanding the Benefits payable pursuant to the Rules in respect of any of the aforesaid contingencies, the Trustee after obtaining the advice of the Actuary, may impose limitations or special conditions in respect of the Benefits otherwise payable in the event of the death or the Total and Permanent Disablement of the Member.

1.10.6 Moneys owing to Fund or an Employer. Where a Member at the time he ceases to be an Employee owes any moneys to the Fund or to an Employer (including costs of any prosecution or civil proceedings and interest on those moneys and costs at a rate decided by the Trustee) the Member shall be deemed to have forfeited a sum equal to the said moneys and any Benefit payable to or in respect of him shall be reduced accordingly and the Trustee may retain the said moneys in the Fund or pay them to the Employer, as the case requires.

1.10.7 a) Forfeiture of Benefits. Any Member or Beneficiary :

- i) who assigns or charges or attempts to assign or charge any Benefits;
- ii) whose Benefits whether by his own act, operation of law or otherwise become payable to or vested in any other person, company, government or other public authority;
- iii) who becomes bankrupt or insolvent;
- iv) who for any reason is unable personally to receive or enjoy the whole or any portion of his Benefits or, in the opinion of the Trustee, is incapable of managing his affairs;
- v) who, in the opinion of the Principal Employer, commits any fraud or is guilty of dishonesty, defalcation or serious misconduct;
- vi) who (subject to reasonable enquiries having been made) cannot be located and whose Dependants cannot be located by the Trustee during a period of five (5) years after a payment was last made to him by his Employer or by the Trustee;

shall forfeit entitlement to all his Benefits.

b) Application of forfeited Benefits. The Trustee shall hold and apply the Benefits which would have been payable had they not been forfeited as aforesaid upon trust to make any payments pursuant to Rule 1.10.6 and subject thereto to pay or apply the balance thereto to or for the benefit of the former Member or Beneficiary (as the case requires) and his Dependants or any one or more of them in such proportions between them and on such terms as the Trustee may from time to time in its

absolute discretion determine, provided that no Benefit shall be paid in respect of a Member while he remains an Employee other than for the support and maintenance of that Member and or his Dependants in the case of hardship.

- c) Moneys not applied to Benefits to remain in the Fund. Moneys released in respect of any Benefits forfeited and not subsequently paid or applied pursuant to the Rules shall remain in the Fund.

- 1.10.8 a) Lump sum may be converted to Pension. On the written application of a Member or Beneficiary, the Trustee may pay from the Fund a Pension or Pensions payable for life or any period certain, in lieu of the whole or portion of any cash Benefit otherwise payable to the Member or Beneficiary. The decision of the Trustee as to whether or not any Pension shall be paid or provided shall be final and binding and accepted without question by any applicant.

- b) Amount of Pension. The amount of any Pension payable pursuant to this Rule shall be determined by the Trustee, after obtaining the advice of the Actuary, who, unless otherwise directed by the Trustee, shall make due allowance in his calculations for the expenses of its future management.

- 1.10.9 Conditions applicable to Pension payments. If any Benefit under the Fund is payable in the form of a Pension the following conditions shall apply :

- a) Accrual and payment of Pensions. No Pension shall be payable to or in respect of a Beneficiary for any day on which Salary is payable to the Member.

A Pension shall commence on the day following the event which gave rise to its payment.

Pensions shall accrue from day to day.

- b) Termination of Pensions. A Pension terminating on the death of a Pensioner shall be payable up to and including the day of his death.

A Pension terminating for any reason other than death shall not be payable on and from the day of the happening of the event which gave rise to its termination.

- c) Pensions payable by instalments. Pensions shall be payable by instalments which may be equal or unequal, and on the dates the Trustee determines.
- d) Trustee may approve commutation. Following the request of a Member, Pensioner or Beneficiary the Trustee, subject to the conditions set out in e) below, may in its absolute discretion commute to a lump sum part or all of any Pension payable from the Fund in respect of the person making the request.

e) Conditions governing commutation. The following conditions shall govern the commutation of Pensions payable from the Fund:

- i) The commutation in the opinion of the Trustee, after obtaining the advice of the Actuary, should not disadvantage the Fund, an Employer, Members or Beneficiaries.
- ii) The Trustee may instruct the Actuary in furnishing his advice in provision i) hereto and Rule 1.10.9 f) hereunder to regard the state of health of the person receiving or to receive the Pension as being unaffected by any significant impairment and to make such other assumptions as it determines in its absolute discretion, and it may act upon the advice so obtained.
- iii) For the purposes of this Rule the following words shall have the meanings shown :

"Commutated Sum" shall mean the value as determined by the Actuary of all the Benefits (both lump sum and Pensions) that have been or will be payable to or in respect of the Member or Pensioner and any Beneficiary of the Member or Pensioner at the time when the commutation is to take place.

"Reasonable Sum" shall mean the maximum amount which the Commissioner of Taxation would consider to be a reasonable lump sum Benefit to be paid to the Member or Pensioner at the time when the commutation is to take place.

In the event of any Member or Pensioner requesting the Trustee to commute more than twenty-five per centum (25%) of any Pension, then the Trustee shall if necessary reduce the Pension that would have been payable to the Member, Pensioner or Beneficiary so that the Commuted Sum does not exceed the Reasonable Sum. In the event of the Trustee determining that the Pension payable to a Member, Pensioner or Beneficiary shall be reduced the Trustee shall advise the Member, Pensioner or Beneficiary of the amount of what the Commuted Sum would have been had the Pension not been reduced, the amount of the Commuted Sum after the reduction of the Pension and the amount of the Reasonable Sum.

f) Amount of lump sum. Subject to the conditions set out in Rule 1.10.9 e), the Trustee, after obtaining the advice of the Actuary, shall determine the amount of the lump sum payable in respect of that part of the Pension being commuted.

1.10.10 a) Benefit payable on the death of a Member leaving Dependants. Where the Rules provides for the payment of a Benefit on the death of a Member, the Trustee shall pay the Benefit to such one or more of the former Member's Dependants in the manner, at the times, by the instalments and subject to the terms and conditions and in such proportions between them, if more than one, as the Trustee may from time to time in its absolute discretion determine.

- b) Benefit payable on the death of a Member leaving no Dependants. Where the Rules provides for the payment of a Benefit on the death of a Member leaving no Dependants, the Trustee shall pay or apply the Benefit to his legal personal representative, or if there is no legal personal representative, to such relatives of the deceased Member as appear to the Trustee to be entitled to share in his estate, provided that if there be no such relatives, the Benefit shall be absolutely forfeited and shall remain in the Fund for the benefit of the remaining Members and Beneficiaries.

- 1.10.11 a) Payment to others on behalf of Beneficiaries. When any Beneficiary is under the age of eighteen (18) years or when in the Trustee's opinion it would be in the best interests of the Beneficiary, the Trustee may pay all or part of any Benefit to any other person for application on behalf of the Beneficiary and or to his Dependants and the receipt of the person to whom the Benefit is paid shall be a complete discharge to the Trustee for the payment in respect of the Beneficiary. The Trustee shall not be bound or concerned to see to the application of the Benefit so paid.

- b) Retention of Benefits in Fund in certain cases. When in the opinion of the Trustee, it would be to the benefit of a former Member that a Benefit should not be paid to him, the former Member shall cease to be entitled to any Benefit except as provided in this Rule.

The Trustee shall retain the said Benefit in the separate account in the name of the former Member and shall pay or apply therefrom from time to time, to or for the benefit of the former Member, such sums as the Trustee thinks fit and, upon the death of the former Member, shall pay or apply any balance remaining in the said account in accordance with Rule 1.10.10.

Any amount for the time being held in the said account during a Fund Year shall be credited with interest at a rate determined by the Trustee.

- 1.10.12 Deduction of tax from Benefits. The Trustee may deduct from any Benefit or payment under the Rules, any Taxation payable from or in respect of it, whether by the Beneficiary or the Fund, and shall thereupon pay the said Taxation to the relevant authorities.

The Beneficiary shall be entitled to receive only the net Benefit or payment after the deduction has been made.

- 1.10.13 a) Payment of Benefits. Benefits are payable at the principal office for the time being of the Principal Employer in the State, Territory or country in which the Member ceased to be a Member, or otherwise as may be determined by the Trustee. The Trustee may forward the said Benefits to the postal address or bank account last notified pursuant to Rule 1.10.13 b) or to such other place as the Trustee, at the request of the Beneficiary, approves.

b) Address for Benefits. Every Beneficiary, or person to whom a Benefit is payable on behalf of or for the benefit of a Beneficiary shall, except where no further Benefit is payable from the Fund, notify the Trustee in writing at the time the Benefit becomes payable and immediately after he changes his residence :

- i) his place of residence and its full postal address; and
- ii) the bank account (if any) to which he requests that the Benefit be paid.

1.10.14 Receipt for Benefits. Any person to whom a Benefit is payable shall, if requested, furnish the Trustee with a receipt and release in the form from time to time required by the Trustee.

1.11 ADMISSION OF PARTICIPATING EMPLOYERS

- 1.11.1 a) Admission as Participating Employers. At the direction of the Principal Employer, the Trustee shall enter into an agreement with the Principal Employer and an Associated Employer to admit the Associated Employer as a Participating Employer for the purposes of the Rules. The form of the agreement shall be determined by the Principal Employer and the Trustee.
- b) Agreement with Associated Employer. The Trustee, after obtaining the advice of the Actuary, by agreement with the Associated Employer, may take over the assets and assume the liabilities of any existing superannuation arrangement conducted by the Associated Employer for the benefit of its employees and their dependants with the intent of preserving the existing rights and interests of any of the existing members and beneficiaries of that superannuation arrangement or providing them with Benefits which are equal in value to their rights and interests therein or on such other basis, as determined by the Trustee after obtaining the advice of the Actuary, as being fair and reasonable, and in this regard may :
- i) exchange the said rights and interests for any Benefits which the Trustee shall determine; or
 - ii) incorporate in the Rules the rules of the said superannuation arrangement transferred, with or without amendments.

1.12 TERMINATION OR SUSPENSION OF CONTRIBUTIONS OR RECONSTRUCTION OF THE PRINCIPAL EMPLOYER

1.12.1 a) Termination of Employer's Contributions. Subject to Rule 1.12.1 c), an Employer's Contributions shall terminate where:

- i) the Employer goes into liquidation (except for the purpose of amalgamation or reconstruction);
- ii) the Employer, other than the Principal Employer, ceases to be an Associated Employer (of which the Principal Employer shall be the sole judge) and the Principal Employer, by notice in writing to the Trustee, advises that Contributions of the former Associated Employer shall cease;
- iii) the Employer voluntarily terminates its Contributions by notice in writing to the Trustee.

An Employer shall cease to be a Participating Employer on the termination of its Contributions.

- b) Exercise of powers of the Principal Employer. If the Principal Employer terminates its Contributions pursuant to Rule 1.12.1 a), the powers and discretions vested in the Principal Employer under the Rules shall be exercisable by such of the Participating Employers as the Trustee shall from time to time determine.
- c) Transfer of Participating Employer's business. If a Participating Employer (herein called the "Former Employer") is amalgamated with or disposes of its undertaking to the Principal Employer or to another Participating Employer (herein called the "New Employer") Contributions shall be deemed not to have terminated but the Members who are Employees of the Former Employer shall become Employees and Members with the New Employer and the New Employer shall pay future Contributions in respect of those Members.
- d) Notice of termination. A notice of termination given by an Employer pursuant to provisions i) and ii) of Rule 1.12.1 a) shall apply in respect of all of the Members of that Employer. A notice given by an Employer pursuant to provision iii) of Rule 1.12.1 a) may, as stated in the notice, apply to all of the Members of that Employer or any section or class of the Members of that Employer. The notice shall be given to take effect on a date to be agreed to between the Employer giving the notice and the Trustee but not more than one (1) year from the date of such notice, provided that in the event of liquidation, Contributions shall terminate immediately.
- e) Suspension of Employer's Contributions. An Employer may by notice in writing to the Trustee, suspend its Contributions for up to two (2) years from a date specified in the notice. The suspension may apply in respect of all the Members of that Employer or any section or class of Members of that Employer.

On a Member ceasing to be an Employee whilst his Employer's Contributions are suspended and where the Benefit payable to him exceeds the Benefit on Resignation, the Benefit payable shall be determined by the Trustee acting on the advice of the Actuary.

If an Employer's Contributions remain suspended for a continuous period of two (2) years, the Employer's Contributions shall be deemed to have terminated at the end of the two year period and the provisions of Rule 1.12.2 shall apply. If the Employer, by notice in writing to the Trustee, resumes making Contributions to the Fund, the Contributions of Members shall also be resumed at the same time and the future Benefits payable from the Fund in respect of the relevant Members shall be advised to the Employer and the Members by the Trustee acting on the advice of the Actuary.

- f) Member's Contributions. No Contributions shall be made by a Member where his Employer has terminated or suspended its Contributions in respect of him.
- g) Employees not to be admitted. No Employee of an Employer shall be admitted as a Member where the Employer's Contributions in respect of all of its Members have been terminated or suspended.

1.12.2 Provision for Members following termination of Contributions

- a) Cessation of Membership. The Employees of an Employer shall cease to be Members as at the date of termination of Contributions by the Employer and the Trustee shall appropriate in respect of each Member who was an Employee of that Employer (herein called the "Ex-Member") as at that date, that portion of the assets of the Fund which the Trustee, after obtaining the advice of the Actuary, shall determine to be held in the Fund in respect of that Ex-Member.
- b) Provision for Ex-Member. The Trustee shall make provision for every Ex-Member out of the assets appropriated to him as aforesaid (herein called the "Appropriated Benefit") in any of the following ways as may be decided by the Trustee in its sole discretion, namely :
 - i) Where an Ex-Member ceases to be a Member following the sale of part or all of the business of an Employer and becomes a member of another superannuation arrangement conducted by the company, firm, person or organisation purchasing the said part or all of the business, by transfer of the Appropriated Benefit to the trustees thereof.
 - ii) Where an Ex-Member is a member of any other superannuation arrangement approved by the Commissioner of Taxation for the purposes of Section 23F of the Income Tax Act, and so requests, by transfer of the Appropriated Benefit to the trustee thereof.

- iii) By paying the Appropriated Benefit for the Ex-Member to a Roll-over Institution or similar body and the transaction is approved by the Commissioner of Taxation for the purposes of Section 23F of the Income Tax Act.
- iv) By paying the Appropriated Benefit to the Ex-Member on his ceasing to be an Employee or in accordance with Rule 1.10.10 on his death.
- c) No further claims against the Fund. An Ex-Member in respect of whom an Appropriated Benefit has been applied under the provisions of Rule 1.12.2 b) shall have no right to resort to nor claim against the Fund otherwise than in respect of his Appropriated Benefit.

1.12.3 Reconstruction or amalgamation of the Principal Employer

- a) Agreement to carry on Fund. If the Principal Employer is reconstructed, goes into liquidation for the purpose of reconstruction, is amalgamated with another company or if it disposes of its undertaking, the Trustee may enter into an agreement with its successor (herein called the "Successor") for carrying on the Fund under the Rules or any similar deed or rules, and for this purpose the Trustee may agree to such alterations or modifications to the Rules as may be requisite so that the then Members and Beneficiaries will become entitled to benefits similar to those provided under the Rules.
- b) Agreement binding. Any agreement made pursuant to Rule 1.12.3 a) shall bind all Members and Beneficiaries in addition to the parties thereto.
- c) Failure to negotiate agreement. In the event of its failing to negotiate agreement with the Successor, the Trustee may submit to all Members and to all Beneficiaries another superannuation arrangement which, subject to its approval by not less than two-thirds of the total number of Members and Beneficiaries, shall bind all Members, Beneficiaries and the Trustee.

If an arrangement is not approved as aforesaid within a period of six (6) months after the reconstruction, amalgamation or disposal, the provisions of Rule 1.12.2 shall take effect.

1.13. ALTERATION OF THE RULES

1.13.1. Power of alteration of the Rules. Subject to Rule 1.10.2 and the other provisions of this Rule 1.13, the Trustee may by resolution, with the consent of the Principal Employer, at any time alter modify or add to the Rules (including this Rule) with effect from a date before on or after the date of the amendment provided that no such alteration modification or addition shall be made unless the Actuary certifies that in his opinion any such alteration modification or addition will not substantially prejudice the value of the rights secured for or in respect of any Member by the Contributions paid to the Fund prior to the date of such alteration modification or addition or unless at least seventy-five per centum (75%) of Members for the time being give their consent in writing thereto and further provided that no alteration modification or addition may be made to the provisions of the Rule which may authorise the application or use of any part of the Fund for any purpose other than:

- a) the provision of Benefits for Employees or their Dependants;
- b) the making of any refund or allowance to Members;
- c) the payment of the expenses arising out of the management control administration or protection of the Fund;
- d) indemnity to the Trustees as herein provided;
- e) reimbursement to the Principal Employer or to an Associated Employer of any losses of the nature herein specified.

1.13.2 Power of alteration of the Rules for maximum exemption from tax duty and to conform with requirements of governmental authorities. The Trustee, with the consent of the Principal Employer, may by resolution from time to time amend the Rules with effect from a date before on or after the date of the amendment where the principal purpose of the amendment is to enable:

- a) the Fund, the income of the Fund, or Contributions of Employer or Member, or a greater proportion thereof, to be exempted from Taxation or to be allowable deductions for Taxation, or to be assessable for Taxation at a lower rate; or
- b) the maximum relief of the Fund, Employers, Members or Beneficiaries, to be obtained from probate, stamp, estate, succession and other duties in consequence of the death of a Member or Beneficiary, or payment of a Benefit or for any other reason; or
- c) the Fund to comply with any law, custom or practice of the Commonwealth of Australia or any State or Territory thereof, or any other country, state or territory, as the case requires, in relation to superannuation benefits or funds or employee benefits generally or otherwise.

1.13.3 Power to alter Register. The Trustee may at any time and from time to time alter delete or remove from the Register information or details concerning persons who have ceased to be Members and Beneficiaries and may consolidate the Register so that it contains up to date information and details concerning Members and Beneficiaries whose rights and entitlements are affected thereby PROVIDED THAT no information or details concerning a person who is for the time being a Member or Beneficiary shall be altered deleted or removed unless the Actuary certifies that in his opinion that information or detail to be altered, deleted or removed

- i) does not prejudicially affect the rights or entitlement of the Member or Beneficiary concerned; or
- ii) corrects an error in the Register.

DIVISION 2

BENEFITS AND CONTRIBUTIONS

2.1 GENERAL PROVISIONS

2.1.1 Application. The Provisions of Division 2 shall apply to all Eligible Employees who become Members and are entitled to the Benefits herein contained.

2.1.2 Definitions

For the purposes of the Rules, the following expressions shall have the meanings as shown in respect of Members who are entitled to Benefits under this Division 2.

"Additional Voluntary Contributions" in respect of a Member means Contributions paid pursuant to Rule 2.4.1.

"Additional Voluntary Contributions Account" in respect of a Member means the account maintained in the Fund in his name pursuant to Rule 2.4.2.

"Additional Voluntary Contributions Account Balance" in respect of a Member means the amount standing to the credit of his Additional Voluntary Contributions Account pursuant to Rule 2.4.3

"Agreed Rate" means the rate of interest of eight per centum (8%) per annum, or such other rate as the Trustee, after obtaining the advice of the Actuary and the approval of the Principal Employer, may from time to time determine.

"Determined Rate" means the rate of interest determined in respect of each Fund Year by the Trustee, and unless otherwise determined by the Trustee, shall be related to the earning rate of the Fund for the relevant Fund Year.

"Early Retirement Age" means the age of fifty-five (55) years.

"Final Average Salary" in respect of a Member means his average Salary during the three (3) years of his Service immediately prior to his ceasing to be an Employee or his attainment of the Normal Retirement Age (whichever first occurs) or where this period of Service is less than three (3) years, his actual period provided that Final Average Salary in the case of a Member who is paid monthly shall be determined from his remuneration in the thirty-six (36) calendar months or such shorter period as is appropriate immediately prior to the date of determination.

"Fund Membership" in respect of a Member means the latest continuous period in respect of which Contributions have been made or are deemed to have been made by his Employer in relation to him and shall include any additional or varied Fund Membership granted pursuant to the provisions of the Rules.

"Member's Accumulated Contributions" in respect of a Member as at a particular date means the Contributions made by the Member to the Fund plus, in the case of a Member who has not contributed to the Fund from time to time pursuant to the proviso to Rule 2.2.1, an amount equal to five per centum (5%) of his Salary from time to time while he has not contributed to the Fund, together with interest at the Agreed Rate from the date payable to the Fund to the said date and compounded at such times as the Trustee may on the advice of the Actuary decide.

"Member's Benefit Multiple" in respect of a Member means 1.25% for each month of his Fund Membership provided that a Member's Benefit Multiple shall not in any event exceed seven (7).

"Member's Reserve" in respect of a Member means the product of (i), (ii) and (iii) hereof, where -

- (i) is his Member's Benefit Multiple;
- (ii) is his Final Average Salary; and
- (iii) is the factor set out in Table 1 attached to this Division 2 according to the age of the Member in years and complete months at the date he ceases to be an Employee.

"Normal Retirement Age" means the age of sixty-five (65) years.

2.2 CONTRIBUTIONS

- 2.2.1 Contributions by Members. A Member shall make Contributions at the rate of five per centum (5%) of his Salary from time to time until he ceases to be a Member or until he reaches the Normal Retirement Age, whichever event first occurs, provided that the Principal Employer may determine from time to time that a certain class or group of Members shall not be required to make Contributions to the Fund and the Principal Employer shall notify the Trustee of the Members to whom this provision applies.

2.3 BENEFITS

- 2.3.1 Retirement at Normal Retirement Age. The Trustee shall pay a lump sum Benefit to a Member, on his ceasing to be an Employee and a Member at the Normal Retirement Age.

The Benefit shall be equal to the product of (i) and (ii) hereof, where -

- (i) is his Member's Benefit Multiple; and
- (ii) is his Final Average Salary.

2.3.2 Retirement after the Normal Retirement Age. The Trustee shall pay a lump sum Benefit to a Member, on his ceasing to be an Employee and a Member after the Normal Retirement Age.

The Benefit shall be equal to the Benefit that would have been paid had the Member ceased to be an Employee at the Normal Retirement Age, together with interest at the Agreed Rate, or some other rate as determined by the Trustee from time to time in its sole and absolute discretion, from the date he attained the Normal Retirement Age to the date he ceased to be an Employee.

2.3.3 Retirement at or after Early Retirement Age. The Trustee shall pay a lump sum Benefit to a Member, on his ceasing to be an Employee and a Member on or after the Early Retirement Age and before the Normal Retirement Age, other than by reason of death or Total and Permanent Disablement.

The Benefit shall be the product of (i), (ii) and (iii) hereof, where -

- (i) is his Member's Benefit Multiple;
- (ii) is his Final Average Salary; and
- (iii) is a factor which is equal to one (1) if the Member has attained the age of sixty (60) years and, in any other case, is the factor in Table 2 attached to this Division 2 according to the age of the Member in years and complete months at the date he ceases to be an Employee.

2.3.4 Retirement on Total and Permanent Disablement. The Trustee shall pay a lump sum Benefit to a Member, on his ceasing to be an Employee and a Member before the Normal Retirement Age on account of his Total and Permanent Disablement.

The Benefit shall be equal to the Benefit that would have been paid pursuant to Rule 2.3.1 had the Member continued in Service to the Normal Retirement Age and, for the purposes of determining his Final Average Salary, it is to be assumed that his Salary continued unaltered to the Normal Retirement Age.

2.3.5 Death. The Trustee shall pay a lump sum Benefit in accordance with Rule 1.10.10 on the death of a Member before the Normal Retirement Age.

The Benefit shall be equal to the Benefit that would have been paid pursuant to Rule 2.3.1 if the Member had continued in Service to the Normal Retirement Age and, for the purposes of determining his Final Average Salary, it is further assumed that his Salary continued unaltered to the Normal Retirement Age.

- 2.3.6 Resignation. The Trustee shall pay a lump sum Benefit to a Member, on his ceasing to be an Employee and a Member on account of his resignation before the Early Retirement Age which is not, in the sole and absolute discretion of the Trustee, arising from or in other ways connected with his dismissal from Service by his Employer and shall not also include resignation by the Employee to avoid dismissal.

The Benefit shall be -

- (a) If his Fund Membership at the date he ceases to be an Employee and a Member is less than five (5) years, his Member's Accumulated Contributions.
- (b) If his Fund Membership at the date he ceases to be an Employee and a Member is five (5) or more years but less than twenty (20) years, the sum of (i) and (ii) hereof, where -
 - (i) is his Member's Accumulated Contributions; and
 - (ii) is the excess (if any) of his Member's Reserve over his Member's Accumulated Contributions multiplied by the factor in Table 3 attached to this Division 2 according to his Fund Membership in years and complete months.
- (c) If his Fund Membership at the date he ceases to be an Employee and a Member is twenty (20) years or more, his Member's Reserve.

- 2.3.7 Dismissal. The Trustee shall pay a lump sum Benefit to a Member on his ceasing to be an Employee and a Member on account of his dismissal by his Employer prior to the Early Retirement Age or in other circumstances and where he is not entitled to a Benefit under Rules 2.3.1 to 2.3.6 inclusive.

The Benefit shall be his Member's Accumulated Contributions.

- 2.3.8 Pension Option. Where a Member is entitled to a lump sum Benefit pursuant to Rules 2.3.1 to 2.3.3 inclusive, he may elect to receive part or all of his Benefit as a Pension instead of a lump sum Benefit. The amount of the Pension shall be determined by the Trustee, after obtaining the advice of the Actuary, as being equivalent in value to the lump sum Benefit forgone in accordance with the provisions of Rule 1.10.8.

2.4 ADDITIONAL VOLUNTARY CONTRIBUTIONS

- 2.4.1 Payment of Additional Voluntary Contributions. A Member, with the approval of the Trustee, may make Additional Voluntary Contributions to the Fund, provided that the Additional Voluntary Contributions made by the Member in a Fund Year shall not exceed any amount fixed by the Trustee at the relevant time.

2.4.2 Additional Voluntary Contributions Account. The Trustee shall credit or debit, as the case requires, moneys received, paid or apportioned in respect of each Member to an Additional Voluntary Contributions Account maintained in the Fund in his name as follows-

- (a) Additional Voluntary Contributions made or deemed to have been made by the Member pursuant to Rule 2.4.1. shall be credited;
- (b) interest at the Determined Rate shall be credited or debited as the case requires; and
- (c) all amounts paid as Benefits out of a Member's Additional Voluntary Contributions Account shall be debited.

2.4.3 ADDITIONAL VOLUNTARY CONTRIBUTIONS ACCOUNT BALANCE

- (a) End of Fund Year. The Additional Voluntary Contributions Account Balance in respect of a Member means the net amount standing to the credit of his Additional Voluntary Contributions Account at that date.
- (b) During the Fund Year. The Additional Voluntary Contributions Account Balance as at any other day shall be determined by subtracting (ii) from (i) hereof, where -
 - (i) is the balance in his Additional Voluntary Contributions Account as at the end of the last preceding Fund Year, and all his Additional Voluntary Contributions credited thereafter with interest at the Determined Rate for the last preceding Fund Year or other rate as determined by the Trustee to the date of calculation; and
 - (ii) is all the Benefits paid out of his Additional Voluntary Contributions Account since the end of the last preceding Fund Year and interest at the Determined Rate for the last preceding Fund Year or other rate as determined by the Trustee to the date of calculation.

2.4.4 Payment of Additional Voluntary Contributions Account Balance. The Trustee shall pay the Additional Voluntary Contributions Account Balance in respect of a Member when he ceases to be an Employee and a Member and it shall be paid to the Member or, in the event of his death, in accordance with Rule 1.10.10, in addition to any other Benefit payable under Rule 2.3.

TABLE 1
MEMBER'S RESERVE FACTORS

<u>Age of</u> <u>Factor</u> <u>Member</u> (years)	<u>Factor</u>	<u>Age of</u> <u>Member</u> (years)	
25 & under	.500	45	.750
26	.510	46	.765
27	.520	47	.780
28	.530	48	.795
29	.540	49	.810
30	.550	50	.825
31	.560	51	.840
32	.570	52	.855
33	.580	53	.870
34	.590	54	.885
35	.600	55	.900
36	.615	56	.920
37	.630	57	.940
38	.645	58	.960
39	.660	59	.980
40	.675	60 & over	1.000
41	.690		
42	.705		
43	.720		
44	.735		

Where the Member's age involves years and months, the appropriate factor is to be interpolated between the factors for adjacent integral ages.

TABLE 2
EARLY RETIREMENT FACTORS

Age of Member (years)	Factor
55	.900
56	.920
57	.940
58	.960
59	.980
60	1.000

Where the Member's age involves years and months,
the appropriate factor is to be interpolated
between the factors for the adjacent integral ages.

TABLE 3
RESIGNATION BENEFIT FACTORS

Fund Membership (years)	Factor
5	.10
6	.16
7	.22
8	.28
9	.34
10	.40
11	.46
12	.52
13	.58
14	.64
15	.70
16	.76
17	.82
18	.88
19	.94
20 & over	1.00

Where the Fund Membership involves years and months, the appropriate factor is to be interpolated between the factors for the adjacent integral Fund Memberships.

E. S. Knight & Co.

CONSULTING ACTUARIES

Level 9, National Bank House, 500 Bourke Street, Melbourne 3000, Australia. Telephone 67 7851

12 August 1985

The Trustee
Elders IXL Superannuation Fund
351 Collins Street
MELBOURNE 3000

Dear Sirs,

I, John Michael Newman, of E S Knight & Co 500 Bourke Street Melbourne hereby certify that amendment of the Rules by the adoption of the attached Resolution substituting the revised Divisions 1 and 2 of the Rules dated 9th August 1985 does not substantially prejudice the value of the rights secured for or in respect of any Member by contributions paid to the Fund prior to the date of amendment.

J M Newman
Fellow of the Institute of Actuaries of Australia

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All partners are Fellows of the Institute of Actuaries of Australia.