

MALLESONS STEPHEN JAQUES

Deed of Amendment for the Mines Rescue Stations Staff Superannuation Plan

Dated

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STATIONS STAFF SUPERANNUATION PLAN** 1

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Deed of Amendment- Mines Rescue Staff Superannuation Plan

Date:

Parties:

DENIS PORTER, RUSSELL GILES, PETER MASON and
KIEREN TURNER ("Trustees")

Recitals:

- A. The Trustees are the present Trustees of the **MINES RESCUE STATIONS STAFF SUPERANNUATION PLAN** (the "Plan") established by a Deed dated 6 March 1978 as amended from time to time (the "Original Deed").
- B. Clause 19 of the Original Deed provides that the Trustees with the consent of the Principal Employer may by deed alter the provisions of the Original Deed subject to certain conditions set out in that clause.
- C. The Trustees have resolved to amend the provisions of the Plan as set out in this deed and the Principal Employer has provided its written consent by letter dated 24 June 2006 and the Trustees have satisfied themselves that the provisions of Clause 19 are complied with.
- D. The Members have given their written consent to the amendments set out in this deed.

Operative provisions:

1 Governing law

This deed is governed by the law in New South Wales and the Parties submit to the non-exclusive jurisdiction of the Courts in that jurisdiction.

2 Counterparts

This deed may consist of a number of copies each signed by one or more parties to the deed. If so, the signed copies are treated as making up the one document.

3 Amendments

From the date of this deed, the clauses and rules of the trust deed governing the Plan are replaced with the clauses and rules below:

"PART A

"Part A" heading inserted by deed dated 16 June 1994

1 Interpretation

1.1 In this Deed and in the Rules -

- (a) the words and expressions defined in the Rules shall unless the context otherwise requires have the meanings assigned to them in the Rules.
- (b) the headings and sub-headings are for convenience of reference only and shall not affect the interpretation of this Deed.
- (c) words importing the singular number include the plural and vice versa and words importing any gender include all other genders as the case may require.
- (d) the words and expressions defined are indicated by capital letters for convenience. The absence of a capital letter shall not alone imply that the word or expression is used with a meaning different from that given by its definition.
- (e) A reference to the relevant requirements or provisions of the Act or to what the Act permits or allows shall be construed to include a reference to the requirements of and to what is permitted or allowed under the standards or other conditions prescribed under the Act, being standards or other conditions which must be met for the Plan to secure or to better secure exemption, relief or concessions from or in respect of taxation or any other governmental impost for or in relation to the Plan, the income of the Plan, an Employer, a Member or any other person who is or may be entitled under the Plan, any benefit which is or may become payable from the Plan, or the payment of such a benefit.

1.2 Rules - Inconsistency

The Rules forming part of this Deed set out the benefits and contributions in relation to the Plan and otherwise regulate its management. To the extent that the Rules are inconsistent with the provisions of this Deed the Deed provisions shall prevail.

1.3 Compliance with Act

- (a) All of the standards which the Occupational Superannuation Standards Regulations prescribe for superannuation funds form part of this Deed and Rules, whether or not they are explicitly stated in the Deed or Rules.

However, if a requirement of the standards ceases to be in force or the Responsible Authority does not require it to be complied with, then that requirement ceases to be included by this clause.

- (b) A requirement included by the sub-clause 1.3(a) prevails over any other Clause which is inconsistent with it.

subclause 1.3 amended by deed dated 15 April 1994 clause 1(a)

1.4 Proper Law

This Deed shall be construed in accordance with the law for the time being of the State or Territory where the Principal Employer has its registered office as at the date of this Deed or where, if it is not a corporation, it has its principal place of business as at the date of this Deed.

2 Appointment and removal of trustees

2.1 Eligibility

The Trustees may be natural persons or corporations.

2.2 Number of Trustees

Except during any period when a corporation shall hold office as the sole Trustee, the number of Trustees shall (unless the Principal Employer otherwise determines) be at least three, each of whom shall be nominated and appointed by the Principal Employer which shall also appoint from among their number the Chairman of Trustees.

2.3 When Office Vacated

The office of a Trustee shall become vacant if:

- (a) he resigns his office by notice in writing to the Principal Employer and (as the case may require) to the Chairman of Trustees;
- (b)
 - (i) he becomes bankrupt or makes an assignment to or composition with his creditors;
 - (ii) in the case of a corporation, an order is made or an effective resolution is passed for its winding up, or it is placed in liquidation or receivership;
- (c) he becomes mentally ill or of unsound mind;
- (d) he is removed from office by the Principal Employer; or
- (e) he dies.

2.4 Changing Trustees

The Principal Employer may by notice in writing to the Trustees at any time and from time to time:

- (a) remove from office any or all of the Trustees;
- (b) appoint one or more new Trustees;

(c) appoint a corporation as either a sole Trustee or as one of the Trustees;

(d) appoint such additional Trustees as it may consider desirable.

2.5 When exercising its powers under sub-clause 2.4 the Principal Employer shall give prompt written notice of the action to the Trustees for the time being and to any new appointee.

2.6 Trustee's Temporary Absence

If a Trustee is temporarily absent from Australia, he may unless the Trustees otherwise determine appoint a person to act in his place during the period of his absence and the actions during that period of the person so appointed shall for the purposes of this Deed and the Rules be deemed to be the actions of the Trustee who appointed him. For the purposes of this Deed and the Rules the term "Trustee" shall include such appointee.

2.7 Remuneration

(a) No Trustee shall be entitled to remuneration for his services as a Trustee.

(b) The Trustees shall be reimbursed for all reasonable expenses incurred by them in the carrying out of their duties in terms of this Deed and the Rules.

3 Meetings of trustees

3.1 Rules

Except during such time as a corporation shall hold office as a sole Trustee:-

(a) Quorum etc.

The Trustees may regulate their meetings as they think fit and may determine the quorum for the transaction of business.

(b) Resolutions - Votes

Any power, authority, discretion or question may be exercised or decided at a duly convened meeting of the Trustees, by a resolution of the Trustees passed by a majority of the Trustees present at that meeting each Trustee present being entitled to one vote. In the case of an equality of votes the Chairman shall have a second or casting vote.

(c) Meeting by Correspondence etc

The Trustees may meet in such manner as they see fit including meeting in person, by telephone, fax or by video-audio link. A resolution in writing signed by all the Trustees whether in one or more documents shall have the same effect and validity as a resolution duly passed at a meeting of the Trustees.

3.2 Corporate Trustee

A corporate Trustee may act by resolution of its board of directors or by any person appointed under sub-clause 5.2.

3.3 Minutes

The Trustees shall cause proper minutes to be kept and entered in a minute book of all their resolutions and proceedings relating to the carrying out of the provisions of this Deed and the Rules.

4 **Trustees - liability and indemnity**

4.1 No Personal Liability

No Trustee or director or officer of a corporation holding office as a Trustee or person appointed under sub-clause 5.2 shall be under any personal liability in respect of any loss or breach of trust relating to the Plan or to any benefits of a Member unless the same shall have been due to his own dishonesty or wilful default. A breach of trust shall not result from non-compliance with the relevant requirements of the Act if under the relevant Act such non-compliance is approved or the Plan is treated as having satisfied or continuing to satisfy the relevant requirements of the Act.

4.2 Indemnity - Lien

Subject to compliance with the relevant requirements of the Act:-

- (a) Each of the Trustees and directors and officers of any corporate Trustee and person appointed under sub-clause 5.2 shall be entitled to be indemnified out of the assets of the Plan against all liabilities incurred by him in the execution or attempted execution or in respect of the non-execution of the trusts, authorities, powers and discretions contained in this Deed PROVIDED THAT the aforesaid provisions shall not apply where the said liabilities shall have been due to his own dishonesty or wilful default.
- (b) Without limiting the generality of sub-clause 4.2(a), the indemnity provided shall apply to any payment erroneously made in respect of a Member to any person whom the Trustees or directors or officers of any corporate Trustee or person appointed under sub-clause 5.2 bona fide believe to be entitled to the payment.
- (c) Each Trustee director or officer of any corporate Trustee and person appointed under sub-clause 5.2 shall have a lien on and may use any money for the time being in the hands or coming into the hands of the Trustees for the above indemnity and also for the payment of all proper legal and other costs, charges and expenses of administering or winding up the Plan and otherwise of performing their duties under this Deed.

5 Trustees - powers etc - interpretation of deed

5.1 Powers and Discretions

- (a) The Trustees in the exercise of the powers, authorities and discretions vested in them by this Deed and the Rules shall have an absolute and uncontrolled discretion and may exercise enforce or delegate or refrain from exercising enforcing or delegating all or any of those powers, authorities or discretions from time to time and at any time.
- (b) If an Employer shall hold office as a sole corporate Trustee the Trustee may exercise or concur in the exercise of these powers authorities and discretions notwithstanding that the Employer may have a direct and personal interest in the mode or result of exercising such power authority and discretion or may benefit directly or indirectly as a result.

5.2 Corporate Trustee

A corporate Trustee may act by an officer or other person appointed for the purpose by resolution of its directors, whether or not the exercise of a discretion is involved, PROVIDED THAT the resolution under which such person is appointed shall define the circumstances in which he is empowered to act.

5.3 Disputes as to Interpretation

The decisions of the Trustees as to the interpretation and effect of this Deed and the Rules shall be final.

5.4 General

The Trustees shall have power to do all things they consider reasonably necessary or desirable for the proper administration maintenance and preservation of the Plan in accordance with the terms and conditions of this Deed and to administer the Plan so as to comply with the Act and the requirements of the Responsible Authority.

sub-clause 5.4 amended by deed dated 15 April 1994 clause 1(b)

6 Authority to sign

6.1 By Trustees

Subject to sub-clause 6.2 any Trustee may execute all documents in respect of new Members under the Plan and (other than in the case of a sole corporate Trustee) any two Trustees may sign or endorse cheques and sign all other documents relating to existing Policies, money payable or otherwise required in connection with the Plan.

6.2 Power to Delegate

- (a) The Trustees may by resolution authorise any Insurer Investment Manager Plan Administrator or Custodian Trustee to draw and sign cheques in favour of the Member his

Dependants or Legal Personal Representatives for benefit payments under the Plan and authorise any two or more persons whether or not any of them are Trustees, to sign or endorse cheques and to sign all documents required in connection with the Plan relating to investments, policies and money payable.

- (b) Prompt notice of the authorisation shall be given by the Trustees to the Principal Employer and to the Insurer Investment Manager Plan Administrator or Custodian Trustee.

7 Appointment Of Managers, Administrators Etc.

7.1 Investment Managers and Custodian Trustees

Subject to compliance with the relevant requirements of the Act:-

- (a) Without limiting the generality of the powers, discretions or authorities conferred on the Trustees under this Deed, the Trustees may appoint such one or more persons as they may think fit to act as Investment Manager or Custodian Trustee subject to such conditions as the Trustees may determine and may delegate to and confer upon each such Investment Manager or Custodian Trustee such powers, discretions or authorities as the Trustees may think fit;
- (b) The Trustees shall not be liable or responsible for any act, omission, error, judgement, negligence or breach of trust of any such Investment Manager or Custodian Trustee and shall not be bound to take proceedings against any Investment Manager or Custodian Trustee in respect thereof;
- (c) The Trustees may pay out of the Plan to any such Investment Manager or Custodian Trustee such remuneration for its services as the Trustees consider proper and may remove such Investment Manager or Custodian Trustee or alter the terms of its appointment as the Trustees see fit by notice in writing to the Investment Manager or Custodian Trustee signed by or on behalf of the Trustees;
- (d) Any powers, discretions or authorities delegated by the Trustees to an Investment Manager or Custodian Trustee may be exercised by that Investment Manager or Custodian Trustee alone or jointly with the Trustees as the Trustees in their discretion shall determine PROVIDED ALWAYS THAT any such exercise of power, authority or discretion by an Investment Manager or Custodian Trustee shall be on behalf of the Trustees.

7.2 Plan Administrator

Subject to compliance with the relevant requirements of the Act:-

- (a) Without limiting the generality of the powers, discretions or authorities conferred on the Trustees under the Deed, the Trustees may appoint a Plan Administrator of the Plan on such

terms and conditions and on such remuneration as the Trustees shall think fit and the Trustees may remove any such Plan Administrator and appoint another in its stead by notice in writing to such Plan Administrator signed by or on behalf of the Trustees.

- (b) The Trustees may vest in a Plan Administrator such duties, powers, discretions or authorities in relation to administration and management of the Plan as they think fit and may likewise alter or extend the duties and powers of a Plan Administrator. Subject to the foregoing and to any directions by the Trustees a Plan Administrator may have the following duties and powers:
- (i) the collection of amounts contributed or to be contributed to the Plan and the transfer of money and assets to and from any Investment Manager or Custodian Trustee appointed pursuant to this Deed;
 - (ii) the collection, recording and dissemination of information about membership and contributions and other information for the purposes of the Plan;
 - (iii) the establishment and maintenance of accounts and membership contributions and other necessary records;
 - (iv) the calculation of benefits as required by the Trustees or an Employer and the payment of benefits in accordance with the Rules;
 - (v) the provision and maintenance of any computer network and associated enquiry facilities necessary to support the administration of the Plan; and
 - (vi) the arrangement of insurance with an Insurer of death and Total and Permanent Disablement benefits and the payment of premiums and other outgoings in respect thereof;

and where more than one Plan Administrator is appointed, they shall each have the particular powers and duties determined by the Trustees.

7.3 Statement of Authority

A certificate in writing from the Trustees stating who at the date of the certificate is authorised to act as the Investment Manager Custodian Trustee or Plan Administrator of the Plan shall be conclusive and binding in favour of any person dealing with any such Investment Manager Custodian Trustee or Plan Administrator.

8 Investments

- 8.1 Subject to sub-clause 8.2 the Trustees may, in their name or under their control, invest the whole or any part of the moneys or assets of the Plan in any one or more of the following forms of investment (whether in Australia or elsewhere) with power from time to time to sell, vary

transpose convert or obtain temporary finance against any of the investments of the Plan:

- (a) any investment authorised by law for the investment of trust funds;
- (b) the purchase of or subscription for shares, stock, debentures or securities of any kind in any corporation whether those shares, stock, debentures or securities are fully or partly paid up;
- (c) deposits at call or otherwise with any bank, Insurer or financial institution;
- (d) a superannuation Policy or any other type of Policy effected with an Insurer and in the payment of premiums thereon;
- (e) the purchase of any real property and the improvement and extension thereof;
- (f) any first or second mortgage of real property; and
- (g) (with the written consent of the Principal Employer) any other form of investment without being limited by any of the foregoing paragraphs which could be made by the Trustees if acting personally PROVIDED THAT the Trustees shall comply with the relevant requirements of the Act in making such investments.

8.2 Except as otherwise permitted by the relevant requirements of the Act:-

- (a) money of the Plan shall not be lent to any of the Members either directly or by means of arrangements being entered into for lending money to the Members in the exercise of a general power of investment of assets of the Plan;
- (b) the Trustees shall not borrow or maintain an existing borrowing of money whether by way of a secured or unsecured loan, otherwise than to secure temporary finance within the meaning of the Occupational Superannuation Standards Regulations;
- (c) [deleted].

9 Contributions

9.1 Payments to Trustees

Each Employer shall promptly pay to the Trustees or as directed by them -

- (a) all contributions deducted from the Salary of each Member in accordance with the Rules; and
- (b) out of the Employer's own money (subject as provided below) the Employer's contributions in accordance with the Rules.

9.2 Employer's Contributions

The contributions payable by the Employer in respect of any Member shall be paid by:

- (a) the Employer by which the Member is for the time being employed; or
- (b) if that Employer is one of a group of companies which consists of a holding company and its subsidiaries - any one or more of the companies in the group which are participating in the Plan unless the relevant requirements of the Act do not so permit.

9.3 Additional Sums

The Employer may pay to the Trustees such additional sums (if any) as the Employer may from time to time determine PROVIDED THAT the payment of any such sums do not contravene the relevant requirements of the Act. Those sums shall be applied by the Trustees as the Employer shall direct in writing in accordance with the Rules.

10 Application of contributions

The contributions received by the Trustees (or applied as directed by the Trustees) and any other money or property forming part of the Plan which is received by the Trustees shall after payment of any taxes or duties be held in trust by the Trustees and applied in accordance with this Deed and the Rules.

11 Refusal of Contributions

11.1 The Trustees:

- (a) must not accept contributions contrary to the provisions of the Act, and
- (b) may refuse to accept such contributions as they consider appropriate.

11.2 Repayment of Contributions

- (a) The Trustees must repay any contributions they have accepted contrary to the provisions of the Act.
- (b) The Trustees in so repaying any contributions shall not be liable or required to pay but in their discretion may pay any earnings or interest attributable to such contributions.

clause 11 amended by deed dated 15 April 1994 clause 1(c)

12 Discontinuance of the plan

12.1 Effect

If -

- (i) the Principal Employer determines for any reason to discontinue the Plan and gives one month's written notice to the Trustees of its intention to do so; or
- (ii) all of the Employers terminate their contributions to the Plan pursuant to Clause 13; or
- (iii) any Employer fails to assume the responsibilities of the Principal Employer pursuant to sub-clause 13.3

THEN:

- (a) the Plan shall be closed to new entrants from a date being the expiration of the one month's notice or being the effective date of termination of contributions as the case may be (called the "Closure Date");
- (b) no further contributions by and in respect of the Members shall be accepted after the Closure Date PROVIDED THAT payments due on or before the Closure Date shall not be affected;
- (c) the Trustee shall cause a valuation to be made of the assets of the Plan (after the payment of all expenses incurred as a result of winding up the Plan);
- (d) the Trustees shall after considering the advice of the Actuary allocate such part or whole of the value of the Plan as ascertained by the valuation to the Members and to any one or more Dependants of any deceased Member and any Legal Personal Representative of any deceased Member and in such shares and proportions and in such manner as the Trustees consider to be fair and equitable and in their absolute discretion determine;
- (e) the amounts so allocated under sub-clause 12.1(d) shall be held in trust and invested by the Trustees as authorised by this Deed PROVIDED THAT any amount allocated to the Dependant of a deceased Member or to the Legal Personal Representative of a deceased Member may be paid immediately; and
- (f) the amounts so allocated to a Member plus any accretion and minus any diminution shall, subject to the other provisions of this Deed and the Rules, be dealt with in the same manner as a benefit in respect of the Member which would otherwise (but for the operation of this sub-clause) have become payable under the Rules.

12.2 Trustees' Arrangements and Decisions

- (a) Any amounts paid to any person under sub-clause 12.1 shall be in such form and shall be provided by such arrangements as the Trustees shall determine.
- (b) Payment under sub-clause 12.1 constitutes final resolution to any claim to rights or benefits under this Deed and the Rules and shall be a complete discharge by the Trustees of their obligations under this Deed and the Rules.
- (c) All decisions of the Trustees under sub-clauses 12.1 and 12.2(a) shall be final and binding upon all parties.

13 Termination, reduction or suspension of contributions

13.1 Notice

- (a) Any Employer may at any time on giving one month's written notice to the Trustees and Principal Employer of its decision so to do terminate, reduce or suspend the payment by that Employer of all or any of its contributions to the Plan.
- (b) The written notice referred to in sub-clause 13.1(a) shall be given promptly by the Employer upon taking the decision to terminate, reduce or suspend the payment of its contributions to the Plan.
- (c) Upon the expiration of the notice given in accordance with sub-clause 13.1(a) the liability of that Employer to make those payments of contributions to the Plan shall cease either wholly or to the extent or for the period or in the circumstances mentioned in the notice, PROVIDED THAT payments due on or before the date of expiration of the notice shall not be affected.

13.2 Effect

If any Employer terminates, reduces or suspends its contributions to the Plan in respect of some or all of the Members for whom it has been contributing then unless another Employer agrees to continue the contributions in respect of those Members -

- (a) those Members may terminate their contributions to the Plan or may (to the extent and in the manner determined by the Trustees) reduce or suspend their contributions (if any) to the Plan as the case may require; and
- (b) whether or not any contributions by those Members are terminated, reduced or suspended, the Trustees shall reduce or modify the benefits in respect of those Members on such basis as the Trustees (after considering the advice of the Actuary) consider fair and equitable. The reduced or modified benefits shall, subject to the other provisions of this Deed and the Rules, be dealt with under the Rules in the same manner as if the benefit had not been so reduced or modified.

13.3 New Principal Employer

If the Principal Employer terminates its contributions to the Plan, but at least one of the Employers continues to contribute, it shall cease to be the Principal Employer for the purposes of this Deed and the Rules. One of the other Employers which is continuing to contribute shall then assume the responsibilities of the Principal Employer for the purposes of this Deed and the Rules.

14 Transfers to or from other plans

14.1 Transfer Out

- (a) If a Member participates or may participate in another superannuation or similar plan or fund or ceases to be in the Employer's Service on any account THEN the Trustees may transfer the whole or part of the amount in the Plan which the Trustees determine relate to the Member's benefits to the trustees of that other superannuation or similar plan or fund, or to an approved deposit fund or to an Insurer for the purchase of an immediate or a deferred annuity on such terms as may be adopted by the Trustees PROVIDED THAT a transfer may be made under this sub-clause 14.1 only if the Trustees are satisfied that:
- (i) the transfer is in accordance with the relevant requirements of the Act; and
 - (ii) the rights of the Member or his Dependents or Legal Personal Representatives to receive the benefits arising from the amount transferred are fully secured; and
 - (iii) benefits may not be paid from that plan or fund to or in respect of the Member except in accordance with the relevant requirements of the Act.
- (b) A transfer of an amount in the Plan relating to the Member's benefits that is in accordance with sub-clause 14.1(a) shall be in complete satisfaction of that Member's entitlement to benefits payable under this Deed.

14.2 Transfer In

The Trustees may accept into the Plan in respect of a Member an amount transferred from another superannuation or similar plan or fund or from an approved deposit fund or from a deferred annuity in which the Member has participated and the benefit under the Plan in respect of the Member shall be adjusted in such manner as is determined by the Trustees (after considering the advice of the Actuary) to take account of the amount so transferred. The Trustees shall ensure that the benefits arising from the amount transferred are preserved to such extent as is necessary under the relevant requirements of the Act.

15 Amendments to the deed or rules

- (a) The Trustees (with the written consent of the Principal Employer) may from time to time by written resolution or by deed add to, delete from, repeal, replace, amend or alter all or any of the provisions of this Deed including this clause in any respect whatsoever which would in the opinion of the Trustees be for the benefit of the past present or future Employees of the Employers or their Dependants generally PROVIDED THAT no addition, deletion, repeal, replacement, amendment or alteration shall:
- (i) impose any increase in liability on any Employer or any Member to contribute to the Plan without the Employer's or Member's consent as the case may be; or
 - (ii) result in any reduction of any Member's accrued benefits or affect the basis for calculating the amount of any Member's benefits in a way that reduces that amount with respect to the period of membership of the Plan prior to the date of the amendment to the Deed without (except as otherwise provided for in the relevant requirements of the Act) the prior written approval of either the Insurance and Superannuation Commissioner or the Members so affected and a retrospective reduction in benefits accrued or payable to any Member of the Plan shall not otherwise be permitted.
- (b) Subject to sub-clause 15(a) any such addition deletion repeal replacement amendment or alteration shall be effective from the date (if any) specified for that purpose in such deed or resolution or (in the absence of a specified effective date) the date on which the resolution was made or the deed is executed as aforesaid;
- (c) The Trustees shall as soon as practicable or convenient (and in any event in accordance with the relevant requirements of the Act) notify each Member of the nature and purpose of any such addition deletion repeal replacement amendment or alteration and of the effect (if any) which such addition deletion repeal replacement amendment or alteration has on a Member's entitlements under the Plan.

16 Defalcation, misappropriation etc

[Deleted]

17 Forfeiture or suspension of benefits

- 17.1 The benefits being provided under the Plan in respect of a Member shall (if or to the extent permitted by the relevant requirements of the Act) be absolutely forfeited if:

(a) Bankruptcy

he shall become bankrupt or insolvent; or

(b) Arrangement with Creditors

he executes a deed of arrangement or assignment for the benefit of his creditors; or

(c) Charging Benefits

he shall charge, transfer, assign, surrender or otherwise deal with his benefit under the Plan or attempt so to do or do or suffer anything whereby the whole or any part of his benefit under the Plan becomes vested in or payable to some other person PROVIDED THAT a loan or other transaction to which Clause 31 applies shall not cause a forfeiture of the benefits in respect of the Member.

Upon such forfeiture all contributions by or in respect of the Member shall cease.

17.2 Mental Illness

The benefits of a Member shall (if or to the extent permitted by the relevant requirements of the Act) be suspended and shall cease to be payable (except as provided to the contrary in sub-clauses 17.3 and 17.4) if he is found by any competent Court or is shown to the satisfaction of the Trustees to be mentally ill or of unsound mind or incapable of managing his own affairs. Upon such suspension all contributions by or in respect of the Member shall cease.

17.3 Application of Forfeited or Suspended Benefits

The Trustees may in their absolute discretion but subject to compliance with the relevant requirements of the Act pay or apply the whole or any part of the benefits which have been forfeited or suspended under sub-clauses 17.1 or 17.2, to or for the benefit of any one or more of the Member and his Dependants in such shares and proportions and in such manner as the Trustees shall determine, PROVIDED THAT while the Member is still in the Service of the Employer the Trustees shall not make any such payment except for the maintenance or support of the Member or his Dependants and for the purpose of relieving hardship or as otherwise permitted by the Act.

17.4 Becoming Capable or Death

If a competent Court declares or the Trustees are satisfied that the Member whose benefits have been suspended in accordance with sub-clause 17.2 is no longer mentally ill or of unsound mind and is capable of managing his own affairs or if the Member dies, any benefit which would but for the suspension have become payable in respect of the Member and which has not been applied in accordance with sub-clause 17.3 and any benefit subsequently becoming payable shall be applied in accordance with this Deed and the Rules as if the benefits had not been suspended.

18 Employer's power to dismiss

Nothing in this Deed or in the Rules shall restrict the right of the Employer to dismiss an Employee or be used to increase damages in any action brought against the Employer in respect of an Employee's dismissal.

19 Damages and compensation

Nothing in this Deed or in the Rules shall in any way affect the right of a Member, his Dependants or his Legal Personal Representative or other person to claim damages or compensation at common law or under a Worker's Compensation Act or any other statute in force governing compensation to a Member injured or dying as a result of an accident arising out of or in the course of his employment with the Employer. Except as may be provided in this Deed and in the Rules the amount payable in terms of this Deed and the Rules shall not be reduced by reason of any payment of damages or compensation set out above.

20 National or social insurance or pensions

20.1 Application

This Clause 20 will apply if the Government of either Australia or of any State or Territory of Australia introduces or changes any scheme (referred to as the "National Scheme") of national or social insurance or superannuation or social service benefits or other scheme for the granting of pensions or other benefits similar to superannuation benefits for which Members or a class of Members (called "eligible Members") or their Dependants become eligible. For the purposes of sub-clauses 20.2 and 20.3 the benefits receivable from the National Scheme will be referred to as the "National Benefit".

20.2 Adjustment of Benefits

Where Clause 20 applies then, subject to sub-clause 20.4 and the relevant requirements of the Act, the Trustees may, with the consent of the Principal Employer, vary the benefits payable under the Plan to or in respect of the eligible Members or their Dependants in such manner and to such extent as they may determine and (without limiting the generality of the foregoing) may -

- (a) take into account the amount of the National Benefit;
- (b) take into account such amount as in the opinion of the Trustees is equal to the value at the relevant date of the National Benefit;
- (c) integrate the benefits or contributions under the Plan with the National Benefit.

20.3 Adjustment to Contributions

The contributions subsequently payable to the Plan by and in respect of the eligible Members whose benefits are adjusted by the Trustees under sub-clause 20.2 shall be adjusted to take into account -

-
- (a) the adjustment in benefits otherwise receivable from the Plan;
 - (b) any contributions which the National Scheme requires to be paid;
 - (c) any adjustments which may be made by the appropriate Government to the National Scheme.

20.4 The adjustment to benefits of any eligible Member under sub-clause 20.2 shall not reduce those benefits to amounts which are less than those which in the opinion of the Trustees (after considering the advice of the Actuary) are attributable to the aggregate of the contributions to the Plan which have been made prior to the date of making the adjustment by the eligible Member and those contributions deemed by the Trustees to have been made in respect of the eligible Member by the Employer.

21 Expenses of the plan

The expenses of and incidental to the formation and administration of the Plan shall be paid out of the assets of the Plan except where the Rules otherwise provide or as may otherwise be agreed between the Trustees and the Principal Employer.

22 Keeping and retention of records

[Deleted].

23 Audit

The Trustees shall arrange for the auditing of the accounts and records of the Plan each year by an auditor to comply with the relevant requirements of the Act. The auditor shall be appointed by the Trustees on such terms conditions and remuneration as the Trustees think fit. The Trustees may remove any such auditor by notice in writing signed by or on behalf of the Trustees and appoint another such auditor as a replacement.

24 Register of members

The Trustees shall keep or cause to be kept a Register of Members which shall record the name and residential address of each Member and all particulars relating to his employment and circumstances as are necessary to enable the Trustees to determine the benefits payable to or in respect of him and the contributions required to be paid in order to provide those benefits.

25 Information to members

[Deleted]

26 Inspection by members

A copy of this Deed and such Annual Accounts and Returns of the Plan as the relevant requirements of the Act dictate shall be kept by the Trustees (in the case of a sole corporate Trustee at its registered office) and at the registered office of the Employer and shall be open to inspection by any Member at all reasonable times.

27 Confidentiality

The Trustees and any other party administering the Plan shall treat as confidential all information disclosed to them or gained by them in connection with the administration of the Plan and all related matters and shall not disclose any such information except to the extent required by law or for the proper administration maintenance and preservation of the Plan pursuant to this Deed and the Rules.

28 Employer providing information

When an Employee becomes eligible to join the Plan or after receiving notice of the death, disablement or retirement of any Member or of his otherwise ceasing to be in the Service of the Employer, the Employer shall promptly notify the Trustees of the event and provide all other information in its possession regarding the Member or prospective Member of the Plan as may reasonably be required by the Trustees.

29 Benefit payments

29.1 The payment of any benefit from the Plan shall be subject to compliance with the relevant requirements of the Act and to the production of such evidence, the performance of such acts and the execution of such documents all within such time as the Trustees or the Insurer may reasonably require from time to time.

29.2 Any benefit payment may be made by cheque by the Trustees or as directed in writing by the Trustees and may be mailed to the Member's address last known to the Trustees.

29.3 Australian Currency

All money shall be expressed and paid in Australian currency unless otherwise specifically agreed between the Member and the Trustees.

29.4 Tax and Deductions

The Trustees shall have power to pay or deduct or shall arrange to have paid or deducted any taxes or duties from any contribution, income of the Plan or benefit payable to or in respect of a Member and to pay a residual amount in respect of the said benefit. The Trustees may transfer in accordance with the relevant requirements of the Act their liability to pay income tax or any other tax or duty.

29.5 Otherwise than in Cash

Notwithstanding any other provisions contained in this Deed and in the Rules the Trustees may with the written agreement of the Member or a Dependant to whom a benefit is payable transfer assets of the Plan (of

equivalent value to the benefit) to that Member or Dependant in lieu of paying the whole or part of the amount which would otherwise have been payable under this Deed and the Rules PROVIDED THAT the Trustees are satisfied that the Plan will continue to comply with the relevant requirements of the Act.

30 Notices

Notices may be given by the Trustees to a Member either personally or by mail to his address last known to the Trustees or by enclosure in the Member's pay envelope or advice. In the case of service by post the service of the notice shall be deemed to be effected when the notice would be received in the ordinary course of posting.

31 Debts to Employer

[Deleted].

32 Actuarial investigation

[Deleted].

33 Assets of the plan

The assets of the Plan shall consist of:-

- (a) Contributions made by the Members pursuant to this Deed and the Rules;
- (b) Contributions made by the Employers pursuant to this Deed and the Rules;
- (c) Any other moneys or assets paid or transferred to the Trustees pursuant to this Deed and the Rules;
- (d) The investment earnings of the Plan;
- (e) Any accretions to or profits on realisation of investments of the Plan;
- (f) Any other moneys, assets, policies of insurance or investments which become subject to the trusts of the Plan.

34 Rule against perpetuities

The Trustees will not later than the specified date (as defined below) discontinue and allocate the assets of the Plan and deal with the amounts so allocated upon the terms set out in sub-clauses 12.1 and 12.2 notwithstanding that the Members are then in the Service of the Employer. For the purpose of this sub-clause the "specified date" is the expiration of the period of twenty-one years or such further period as may be lawful after the death of the survivor of all the lineal descendants of His Late Majesty King George V who are living at the date of the execution of

the deed establishing the Plan or, where the laws of the State or Territory applicable to the deed prescribe a perpetuity period with respect to Trusts of the kind hereby established, the expiration of such period PROVIDED THAT this sub-clause shall not apply if and as long as under the law by which the deed would be interpreted, the deed would be fully valid in its absence.

35 Provide Information to Trustees

Every Member, person claiming a benefit and Employer must give the Trustees any information or documents that the Trustees require to administer the Fund.

clause 35 inserted by deed dated 15 April 1994 clause 1(d)

36 Benefits not reduced

Notwithstanding any amendments made on the Amendment Date, Members' benefits as at that date are not reduced by those amendments.

clause 36 inserted by deed dated 15 April 1994 clause 1(d)

RULES FOR THE MANAGEMENT OF THE MINES RESCUE STATIONS STAFF SUPERANNUATION PLAN

1 Definitions

In this Deed and in the Rules the following words and expressions shall, unless the context otherwise requires, have the following meanings -

“Act” means the Occupational Superannuation Standards Act or any other law or requirements of a Responsible Authority which must be satisfied for the Plan to qualify for the most favourable taxation treatment available to superannuation funds or which the Trustees are required to comply with to avoid being liable or in the opinion of the Trustees to avoid the possibility of becoming liable to a civil or criminal penalty, sanction or suit, and includes any proposed requirements which the Trustees believe will have retrospective effect.

definition of “Act” amended by deed dated 15 April 1994 clause 2(a)(i)

“Actuary” means a person who is both an employee of the Insurer Plan Administrator or Investment Manager and a Fellow or an Accredited Member of the Institute of Actuaries of Australia or, if there is no Insurer Plan Administrator or Investment Manager or if the Trustees so determine, means any other person appointed by the Trustees who is a Fellow or an Accredited Member of the Institute of Actuaries of Australia. The Institute of Actuaries of Australia includes any body formed in reconstruction of or in succession thereto.

“Amendment Date” means the fifteenth day of April, 1994.

definition of “Amendment Date” inserted by deed dated 15 April 1994 clause 2(a)(iv)

“Annual salary” means the annual Salary of the Member, relating to the relevant Review Date, as advised to the Trustees by the Employer for the purposes of the Plan (which advice shall be conclusive evidence of the amount of Annual Salary).

“Award” means a prescribed agreement or award as defined in the Occupational Superannuation Standards Regulations or any other arrangement which the Employer and the Trustees agree should be treated as an Award.

definition of “Award” inserted by deed dated 15 April 1994 clause 2(a)(iv)

“Child” includes a step-child, ex-nuptial child, a legally adopted child and a person recognised by the Trustees as an adopted child.

“Custodian Trustee” means any person or corporation so appointed pursuant to the terms of the Deed.

“Date of Commencement” means the first day of September One thousand nine hundred and seventy-seven being the date on which the Plan is deemed to have commenced.

“Date of Disablement” means in the case where a Policy insuring against the risk of disablement is in force in respect of the Member the date which is deemed by the relevant Insurer to be the date of the Member’s disablement or, if at any time there is no such Policy in force in respect of a Member, the date deemed by the Trustees to be the date of the Member’s disablement.

“Date of Revision” means the first day of May One thousand nine hundred and ninety-one.

“Deed” means this Trust Deed by which the Plan has been established (as amended from time to time) and to which these Rules are attached and form part.

“Dependant” in relation to a Member means the Spouse the surviving Spouse and any Child of the Member and any other person who, in the opinion of the Trustees, is or was at the relevant date wholly or partially dependent on the Member.

“Employee” means a person who is in the Service of the Employer and any person nominated by the Employer.

definition of “Employee” amended by deed dated 15 April 1994 clause 2(a)(ii)

“Employer” means each or any one (as the context requires) of the Principal Employer and any of its subsidiary companies and associated corporations or firms which (with the approval of the Principal Employer) applies to the Trustees to become and is accepted as a participant in the Plan and has not ceased to have any Employee as a Member and where the word “Employer” is used in relation to a Member it means the corporation or firm by which the Member is for the time being employed.

“Final Average Salary” means the average of the amounts of the Member’s Annual Salaries relating to the Review Dates which occur within the three years EITHER

- (a) immediately prior to the Member’s Normal Retirement Date; or
- (b) immediately prior to his date of earlier cessation of Service, if he ceases Service prior to his Normal Retirement Date;

PROVIDED THAT if the Member ceases Service within three years of joining the Service of the Employer, THEN the Annual Salary at the date of his joining the Service of the Employer shall be deemed to have applied at each preceding Review Date.

“Former Plan” means one or more (as the context requires) of the following:-

1. Southern Mines Rescue Station Staff Superannuation Plan which commenced on the first day of July One thousand nine hundred and sixty-five; and
2. Newcastle Mines Rescue Station Committee Staff Superannuation Plan which commenced on the first day of December One thousand nine hundred and sixty-seven; and
3. South Maitland Mines Rescue Station Committee Staff Superannuation Plan which commenced on the first day of August One thousand nine hundred and sixty six

and where the term "Former Plan" is used in relation to a Member it means such of the above superannuation plans in which the Member was participating immediately prior to the Date of Commencement.

"Insurer" means any corporate insurer carrying on the business of life insurance in Australia, with which a Policy is effected by the Trustees and the phrase "the relevant Insurer" means that Insurer which covers the risk of the particular event referred to, under the Policy.

"Investment Manager" means any person firm or corporation appointed pursuant to the terms of the Deed to manage the investment of the assets of the Plan.

"Legal Personal Representative" means the executor or administrator of the deceased Member's estate.

"Member" means an Employee who has become a Member of the Plan or (as the context requires) a person who has become entitled to receive a benefit under the Plan or for whom an amount is preserved within the Plan. An Employee or person ceases to be a Member when all amounts which he is entitled to receive under the Plan have been paid or have otherwise ceased to be payable.

"Normal Retirement Date" means the Member's sixtieth birthday or such other date as is agreed upon in any particular case by the Employer and the Member.

"Plan" means the Superannuation Plan established in terms of the Deed.

"Plan Administrator" means any person firm or corporation appointed pursuant to the terms of the Deed to manage the administration of the Plan.

"Policy" means the relevant policy or policies effected in accordance with this Deed and the Rules to provide benefits under the Plan.

"Principal Employer" means -

- (a) the Principal Employer so named as a party to this Deed;
- (b) any corporation or firm carrying on business in succession to or on reconstruction of the Principal Employer; or

- (c) the Employer which in accordance with this Deed has assumed the responsibilities of the Principal Employer for the purposes of this Deed and the Rules.

“Responsible Authority” means the Insurance and Superannuation Commissioner or any other governmental authority responsible for administering the laws or any other rules governing the availability of income tax concessions to superannuation funds or the breach of which may result in the imposition of civil or criminal penalties or sanctions upon the trustees of superannuation funds.

definition of “Responsible Authority” inserted by deed dated 15 April 1994 clause 2(a)(iv)

“Review Date” means -

- (a) the Date of Revision and the first day of October in each year or such other date as is determined by the Trustees with the approval of the Employer (to be applicable generally or in the case of any particular Member) as the date in relation to which adjustments to contributions and benefits are to be determined; and
- (b) in relation to a new Member - the date of his joining the Plan.

Amendment to sub-rule 1 as envisaged by deed dated 18 July 1997 clause 1(a)

“Review Period” means a period commencing on a Review Date and ceasing immediately prior to the next following Review Date.

“Rollover Account” at any date in relation to a Member means the account to which the account (if any) transferred into the Plan in accordance with sub-clause 14.2 has accumulated at the relevant date after making such allowance as the Trustees shall decide from time to time (after considering the relevant date after making such allowance as the Trustees shall decide from time to time after considering the relevant requirements of the Act and such advice as they may require) for investment earnings to that date having regard to the investment earning rate of the Plan.

definition of “Rollover Account” inserted by deed dated 15 April 1994 clause 2(a)(iv)

“Rules” means these Rules as amended from time to time.

“Salary” means either -

- (a) the remuneration for services rendered by the Member to the Employer or at which the Member is employed by the Employer but excludes overtime special grants and bonuses shift allowances and allowances of any other kind whatsoever; or
- (b) in any special case such amount as is for the purposes of the Plan agreed upon between the Member and the Employer.

“Service” means continuous employment with the Employer. For the purposes of this definition an Employee’s employment shall not cease to be continuous by reason only of -

- (a) a transfer from the employment of one Employer to the employment of another Employer; or
 - (b) the Employee’s temporary absence from the employment of the Employer -
 - (i) while he is engaged in compulsory military service or in service in the armed forces of Australia or its allies in time of war; or
 - (ii) in any other circumstances which for the purposes of the Plan the Employer regards as not resulting in a break in the continuity of the Employee’s employment;
- or
- (c) his being entitled to the payment of a benefit under Rule 13 and (in relation thereto) his temporary absence from the employment of the Employer for the continuous period immediately prior to his becoming so entitled

and “Service of the Employer” shall have a corresponding meaning.

“Spouse” in relation to a Member includes a person who although not legally married to the Member lives with the Member on a bona fide domestic basis as the husband or wife of the Member.

“Staff Position” includes those Employees who (having regard to the nature and duties of their employment) have been named by the Employer as being an assistant superintendent, superintendent, instructor, technical officer or clerk.

“Temporary Total Disablement” in relation to means -

- (a) Temporary Total Disablement as defined in any Policy effected by the Trustees in force for the time being in respect of the Member or agreed upon from time to time by the Trustees and the relevant Insurer for the purposes of the Policy. Every question as to whether a Member is Temporarily Totally Disabled shall be decided by the Insurer and the decision of the Insurer on any such question shall be final.
- (b) (if at any time there is no such Policy in force) disablement (other than Total and Permanent Disablement) resulting from an illness or injury to the Member (which is proved to the satisfaction of the Trustees after considering such medical or other evidence or advice as they may require from time to time) while the Member is in the Service of the Employer and as a result of which -
 - (i) the Member has been continuously absent from service for a period of three consecutive months (unless the

Trustees with the approval of the Employer otherwise determine either generally or in any particular case);

- (ii) during the first two years of any one period of continuous absence from Service he is in the opinion of the Trustees unable to perform each and every normal duty as an Employee;
- (iii) during the remainder of such period of continuous absence from Service he is in the opinion of the Trustees unable to engage in any regular remunerative work for which he is reasonably fitted by education or training or experience; and
- (iv) he remains under the regular care and attention of a legally qualified medical practitioner;

PROVIDED THAT the Trustees are satisfied the illness or injury was not inflicted for the purpose of obtaining a benefit under the Plan. Every question as to whether a Member is Temporarily Totally Disabled shall be decided by the Trustees and the decision of the Trustees on any such question shall be final

and "Temporarily Totally Disabled" shall have a corresponding meaning.

"Total and Permanent Disablement" in relation to a Member means -

- (a) Total and Permanent Disablement as defined in any Policy effected by the Trustees and in force for the time being in respect of the Member or agreed upon from time to time by the Trustees and the relevant Insurer for the purposes of the Policy. Every question as to whether a Member is Totally and Permanently Disabled shall be decided by the Insurer and the decision of the Insurer on any such question shall be final.
- (b) (if at any time there is no such Policy in force) his incapacity to the extent -
 - (i) of the loss of two limbs (where limbs include the whole of one hand or the whole of one foot) or the sight of both eyes or the loss of one limb and the sight of one eye; or
 - (ii) (after a period of six consecutive months' continuous absence from Service (unless the Trustees with the approval of the Employer otherwise determine either generally or in any particular case) on account of illness or injury which is proved to the satisfaction of the Trustees) that in the opinion of the Trustees (after considering such medical or other evidence or advice as they may require from time to time) he is unable and unlikely ever again to be able to undertake any form of

remunerative work for which he is reasonably fitted by education or training or experience;

PROVIDED THAT the Trustees are satisfied the illness or injury was not inflicted for the purpose of obtaining a benefit under the Plan. Every question as to whether a Member is Totally and Permanently Disabled shall be decided by the Trustees and the decision of the Trustees on any such question shall be final

and "Totally and Permanently Disabled" shall have a corresponding meaning.

"Years of Membership" means the number of years (including fractions of a year being complete months) from the date the Member joined the Plan (or in the case of a Member who participated in the Plan immediately prior to the Date of Revision the date of his appointment to a Staff Position) to his Normal Retirement Date or date of earlier cessation of Service (as the case may be) PROVIDED THAT on or about the time when the Member joins the Plan (or the Date of Revision if later) the Principal Employer may specify another date as being the date from which the Member's Years of Membership shall be measured but such date shall not be later than that which would otherwise have been used in terms of this definition.

"Years of Participation" means that part (measured in complete years) of the Member's Years of Membership falling prior to the date of his ceasing to be in the Employer's Service.

2 Policy to fund benefits

The whole or part of the benefits provided for in this Plan may be funded by means of a Policy.

3 Membership

3.1 Eligibility

- (a) Any Employee who participated in the Plan immediately prior to the Date of Revision shall be eligible to continue as a Member of the Plan from that date.
- (b) Any other Employee at the Date of Revision who has not attained the Normal Retirement Date but is included in a Staff Position shall be eligible to become a Member at that date.
- (c) Any other Employee who has not attained the Normal Retirement Date shall be eligible to become a Member immediately upon his appointment to a Staff Position.

3.2 Written Application

An Employee who is eligible to become a Member shall on his making written application in a form and within the time approved by the

Trustees become a Member from the date on which he has become eligible.

3.3 Approval of Rules

An Employee on becoming a Member and an Employer on being accepted by the Trustees as a participant in the Plan shall be deemed to have approved of and shall be bound by all the provisions of this Deed and the Rules.

3.4 Authority to Deduct

A Member shall be deemed to have authorised the Employer to deduct from his Salary such amounts as will provide his contributions to the Plan.

3.5 Members to Provide Information

Every Member shall submit -

- (a) such evidence of age as is required by the Trustees; and
- (b) such evidence of health and sign any documents required in connection with the Policy; and
- (c) all other information as may be reasonably required by the Trustees.

3.6 Late Application

If an Employee who is eligible to become a Member does not make written application within the time approved by the Trustees he may become a Member at a later date (on making written application) only at the Employer's discretion and on such terms and conditions (consistent with the relevant requirements of the Act) as are determined by the Trustees.

3.7 No Application

Notwithstanding sub-rules 3.1, 3.2 and 3.6, the Employer may direct the Trustees to admit an Employee as a Member without an application and the Employee shall become a Member from the date directed by the Employer PROVIDED THAT the Trustees may reject such a direction by the Employer or impose special conditions when accepting such a direction.

sub-rule 3.7 inserted by deed dated 15 April 1994 clause 2(b)

4 Contributions

4.1 By Member

- (a) Subject to Rule 6 and to sub-rule 4.3(b) each Member shall (except while entitled to the payment of a benefit under Rule 13) in respect of each Review Period contribute to the Plan at

such rate as is set out below of his Annual Salary at the commencement of that period:-

- (i) from the Date of Commencement to the thirty-first day of October 1991 - six per cent of his Annual Salary; or
 - (ii) from the first day of November 1991 - four per cent of his Annual Salary.
- (b) A member may make additional voluntary contributions to the Plan in such amounts as the Member determines and advises the Employer at a Review Date.

Amendment to sub-rule 4.1 as envisaged by deed dated 18 July 1997 clause 1(a)

4.2 Commencement-Termination

The contributions by the Member shall commence on the date on which he becomes a Member and shall cease on the Normal Retirement Date (or such later date as may be permitted under the relevant requirements of the Act) or on his ceasing, prior to that date, to be in the Service of the Employer or to be a Member whichever is the earlier.

4.3 By Employer

(a) Basic Contribution

The Employer shall in respect of each Review Period contribute to the Plan in respect of each Member at a rate agreed upon with the Trustees after considering the advice of the Actuary and any available actuarial report as provided for in sub-rule 5(c).

(b) Employer's Increased Contribution

In respect of any or each Review Period the Trustees may with the Employer's consent, waive all or any contributions payable by any one or more or all Members. In such a case the Employer may arrange to increase its own contributions to prevent a shortfall in contributions, caused by the waiver. Any contribution made in this way by the Employer will be deemed to have been made by the Member.

4.4 Award/SGC

The Employer may make further contributions to the Plan in respect of a Member including contributions necessary to:

- (a) satisfy the Employer's obligations under any Award; or
- (b) avoid a liability for the Superannuation Guarantee Charge; and

the Trustees must deal with such contributions in a manner consistent with the Deed and the Rules or the Act and adjust the benefits payable in respect of the Member for whom such contributions were made.

sub-rule 4.4 inserted by deed dated 15 April 1994 clause 2(c)

4.5 Shortfall

The Trustees may accept a shortfall component within the meaning of the Superannuation Guarantee (Administration) Act in respect of a Member and may impose special conditions in relation to this. However, the Trustees:

- (a) may only accept a shortfall component if the Act permits; and
- (b) must deal with any shortfall component in a manner that is consistent with the Act and adjust the benefits payable in respect of the Member for whom such shortfall components were made.

sub-rule 4.4 inserted by deed dated 15 April 1994 clause 2(c)

5 Determination of contribution rate

- (a) The Trustees shall arrange for an actuarial investigation of the Plan to be made by the Actuary at such times and intervals as are provided for in the relevant requirements of the Act.
- (b) The Trustees shall supply the Actuary with any information he may require for the purpose of completing the actuarial investigation and actuarial report.
- (c) The Actuary shall provide the Trustees with a written actuarial report on the actuarial investigation within the time allowed by and containing such details as are specified in the relevant requirements of the Act. The Trustees shall provide a copy of the actuarial report to the Principal Employer upon its receipt.

6 Adjusted benefits in particular cases

6.1 Incorrect or Incomplete Information

If the Member's date of birth is shown to be incorrectly stated or if other information supplied to the Trustees or the relevant Insurer is shown to have been incorrect or incomplete the benefit payable under the Plan to or in respect of the Member shall (unless the Trustees otherwise determine) be adjusted as the Trustees consider equitable having regard to the relevant circumstances and the relevant requirements of the Act.

6.2 Inability to Insure, Non-standard Terms Etc

Subject to the relevant requirements of the Act:-

- (a) If the application for the granting of any insurance under the Policy on the life of a Member or of any increase in the amount of the insurance is not accepted by the relevant Insurer on its standard terms; or
- (b) if the amount (if any) of the insurance under the Policy is limited by the relevant Insurer at any time or is not paid or is

paid as a reduced amount by the relevant Insurer in terms of the Policy,

THEN the benefit payable under the Plan on the Member's death or Total and Permanent Disablement or Temporary Total Disablement shall (unless the Trustees otherwise determine) be adjusted as the Trustees consider equitable having regard to the amount (if any) of the insurance granted by the relevant Insurer under the Policy and the conditions relating to it or the amount (if any) of the insurance not paid by the relevant Insurer under the Policy.

6.3 Absence Without Full Remuneration

If the Member while in the Service of the Employer is temporarily absent without remuneration or without full remuneration from the Employer (other than on account of the Member's Temporary Total Disablement) then the following provisions shall apply -

- (a) Subject to sub-rule 6.3(d) the period of the Member's absence shall not be counted in determining a benefit payable to the Member at any time in terms of the Rules and during the period of the Member's absence the contributions to the Plan by and in respect of the Member shall cease;
- (b) subject to sub-rule 6.3(c) -
 - (i) if the Member dies or becomes Totally and Permanently Disabled during the period of absence the benefit payable shall be an amount equal to a benefit determined under sub-rule 14. 1 (a) or Rule 8 (as the case may require). The benefit shall be calculated as if the Member has ceased to be in the Service of the Employer on the date of his death or the Date of Disablement and shall become payable as specified in Rule 11 or Rule 12 (as the case may require);
 - (ii) if the Member ceases to be in the Service of the Employer (other than in the circumstances set out in sub-rule 6. 3 (b) (i)) the benefit payable shall be determined in accordance with Rule 14, Rule 8 or Rule 7 (as the case may require).
- (c) If with the consent of the Trustees the Member pays a special contribution to the Plan in relation to and prior to the commencement of his period of absence (the amount of which shall be advised by the relevant Insurer) then -
 - (i) if the Member dies during the period of absence within a period of twelve months from the date of commencement of the period of absence (or within such additional period as may be agreed between the Trustees and the Insurer) the benefit shall be determined in accordance with Rule 10 as if the Member had died immediately prior to the date of commencement of the period of absence and shall become payable as specified in Rule 11;

- (ii) if the Member becomes Totally and Permanently Disabled during the period of absence within a period of twelve months from the date of commencement of the period of absence (or within such additional period as may be agreed between the Trustees and the Insurer) the benefit shall be determined in accordance with and become payable as specified in Rule 12 as if the Member had become Totally and Permanently Disabled immediately prior to the date of commencement of the period of absence

PROVIDED THAT any such special contribution shall not be deemed a contribution to the Plan for the purposes of Rule 14;

- (d) The Member and the Employer may agree as to the provisions which shall apply during his absence. In such a case the terms of this agreement (which shall be promptly advised by the Employer to the Trustees) will apply. If these terms are inconsistent with the other provisions of the Rules the said terms shall prevail.

6.4 Notice of Variation, Agreements to Vary

- (a) Subject to sub-rule 6.4(b) -

- (i) if (at the time the Member joins the Plan) the Employer (with the written consent of the Trustees) gives him written notice that his benefits and contributions vary in one or more respects from those which would otherwise apply to the Member in terms of these Rules, THEN the Member's benefits and contributions shall be determined either in accordance with such notice or (with the written consent of the Trustees) as otherwise agreed between the Employer and the Member.
- (ii) the Employer and the member may at any time (other than that referred to in sub-rule 6.4(a)(i)) and from time to time agree in writing (with the written consent of the Trustees) that the Member's benefits and contributions should vary in one or more respects from those which would otherwise apply to the Member in terms of these Rules. In such event the Member's benefits and contributions shall be determined in accordance with the terms of the agreement until the agreement is varied by a further agreement PROVIDED THAT in the event of any inconsistency between the terms of such agreement and the provisions of the Deed the Deed provisions shall prevail.

- (b) Any proposed variation in a Member's benefits and contributions under sub-rule 6.4(a) shall -

- (i) in the opinion of the Trustees, not be to the detriment of the accrued benefits of other Members or their Dependants generally.
- (ii) be promptly advised by the Employer to the Trustees.

6.5 Payments in Advance

If the Member at the time of his ceasing for any reason to be in the Service of the Employer shall have received a payment from the Plan in advance of a benefit or in lieu of a benefit that may subsequently become payable then the amount of such payment shall (unless the Trustees otherwise determine) be deducted from the amount of that benefit if it shall become payable from the Plan.

6.6 Interest on Late Payment or Transfer of Benefits

If, in the opinion of the Trustees, the payment or transfer of a lump sum benefit entitlement under this Deed is unduly delayed the Trustees may add interest to the benefit on the date of payment or transfer calculated from such date and at such rate as is determined by the Trustees in any particular case.

6.7 No Policy in Force

If at any time there is no Policy in force covering the risk of death and Total and Permanent Disablement and Temporary Total Disablement and a Member shall die or become Totally and Permanently Disabled or become Temporarily Totally Disabled either directly or indirectly from AIDS or an AIDS-related condition within two years of joining the Service of the Employer then (unless the Trustees otherwise determine) no benefit shall be payable from the Plan on account of the Member's death or Total and Permanent Disablement or Temporary Total Disablement.

7 Retirement benefits on or after the normal retirement date

7.1 Normal Retirement

If the Member ceases to be in the Service of the Employer on the Normal Retirement Date or otherwise becomes entitled to receive a benefit at that date in compliance with the relevant requirements of the Act the benefit payable shall, subject to Rule 6, be the aggregate of the amounts determined as follows:-

- (a) seventeen and one-half per cent of the Member's Final Average Salary multiplied by his Years of Membership; and
- (b) an amount equal to the Rollover Account and/or the Member Voluntary Account (if any) at the date of the Member ceasing to be in the Service of the Employer.

sub-rule 7.1 amended by deed dated 15 April 1994 clause 2(d)

Amendment to sub-rule 7.1 as envisaged by deed dated 18 July 1997 clause 1(b)

7.2 Late Retirement

If the Member continues in the Service of the Employer and ceases to be in the Employer's Service after the Normal Retirement Date the benefit payable (if any) shall be the amount determined as at the Member's Normal Retirement Date in terms of sub-rule 7.1 less any amount paid to the Member in compliance with the relevant requirements of the Act PLUS compound interest on any balance for the period of months and complete days from the Member's Normal Retirement Date to the date of his cessation of service. The interest for that period shall be calculated at such rate per cent per annum as is from time to time determined by the Trustees having regard to the investment earning rate of the Plan and after considering the relevant requirements of the Act and such advice as they may require.

8 **Early retirement benefits**

If the Member within 5 years prior to the Normal Retirement Date ceases to be in the Service of the Employer the benefit payable shall, subject to Rule 6, be an amount calculated in the manner set out in sub-rule 7.1 as at the date of the Member's cessation of Service.

9 **Payment of retirement benefits**

Subject to compliance with the relevant requirements of the Act the benefit referred to in Rules 7 and 8 shall (subject to Rule 15) be paid to the Member either as a capital sum or in such other manner as the Trustees and the Member agree and without limiting the generality of the foregoing the whole or part of the benefit payable may be utilised by the Trustees to provide for the purchase of an annuity payable to the Member of such nature as the Trustees and the Member agree.

10 **Death benefits**

10.1 Death in Service

If the Member dies while he is in the Service of the Employer prior to the Normal Retirement Date the benefit payable shall, subject to Rule 6, be the aggregate of the amounts determined as follows:-

- (a) an amount calculated under sub-rule 7.1(a) as if the Member had continued in the Service of the Employer until and had ceased to be in the Employer's Service on the Normal Retirement Date. For this purpose the Member's Annual Salary relating to the Review Date coincident with or next preceding the date of his death shall be deemed to have continued to be his Annual Salary up to the Normal Retirement Date PROVIDED THAT if the Member participated in the Former Plan immediately prior to the Date of Commencement the benefit payable in terms of this sub-rule 10.1 shall not be less than the benefit which would have been payable in respect of the Member under the Former Plan had he died immediately prior to that date; and

- (b) an amount equal to the sum of the Rollover Account and the Member Voluntary Account (if any) of the Member at the date of his death

sub-rule 10.1 amended by deed dated 15 April 1994 clause 2(e)

Amendment to sub-rule 10.1 as envisaged by deed dated 18 July 1997 clause 1(b)

10.2 Death in service after Normal Retirement Date

If the Member dies while he is in the Service of the Employer on or after the Normal Retirement Date the benefit payable shall be the amount determined under sub-rule 7.2 as if the Member had ceased to be in the Service of the Employer at the date of his death.

11 Payment of death benefits

11.1 Dependant/Legal Personal Representative

If the Member dies then subject to compliance with the relevant requirements of the Act the Trustees shall pay or apply the benefits payable in accordance with this Deed and the Rules to or for the benefit of such one or more Dependants of the deceased Member and the Legal Personal Representative of the deceased Member and in such shares and proportions and in such manner as the Trustees in their discretion determine and without limiting the generality of the foregoing the Trustees may utilise the whole or part of the benefit payable to provide for the purchase of an annuity (payable to any one or more of the Dependants of the deceased Member) of such nature as the Trustees in their discretion determine after considering the advice of the Actuary.

11.2 No Dependant/Legal Personal Representative

- (a) If at the expiration of the period of twelve months from the date of the Member's death, the Trustees are of the opinion after reasonable enquiry, that the deceased Member left no Dependants and a Legal Personal Representative of the Member has not been appointed, the amount which would otherwise be payable as a death benefit shall be forfeited and retained in the Plan for the general purposes of the Plan.
- (b) If a Legal Personal Representative is subsequently appointed or if a Dependant is subsequently found the Trustees may in their discretion pay the whole or part of the forfeited amount to the Legal Personal Representative or Dependant as provided in sub-rule 11.1.

11.3 Infant Dependant

Where a Dependant to whom an amount is to be paid is an infant, the Trustees may pay the amount to the Legal Personal Representative of the deceased Member or to the parent or guardian of the Dependant to be applied for the benefit of the Dependant. The receipt of the person

paid shall be sufficient evidence to the Trustees that the amount has been paid for the benefit of the Dependant.

12 Total and permanent disablement benefits

12.1 Amount

If the Member becomes Totally and Permanently Disabled prior to attaining the age of sixty-five years or prior to the Normal Retirement Date (if earlier) the benefit payable shall, subject to Rule 6, be equal to an amount calculated under sub-rule 10.1 as if the Member had died on his Date of Disablement.

12.2 Payment

If the Member becomes Totally and Permanently Disabled, then, subject to compliance with the relevant requirements of the Act the Trustees shall (subject to Rule 15) pay or apply the benefit payable under this Deed and the Rules to or for the benefit of any one or more of the Member or his Dependants in such shares and proportions and in such manner as the Trustees shall in their discretion determine and without limiting the generality of the foregoing the Trustees may utilise the whole or part of the benefit payable to provide for the purchase of an annuity (payable to the Member or to any one or more of the Dependants of the Member) of such nature as the Trustees and the Member agree or otherwise as the Trustees in their discretion determine after considering the advice of the Actuary PROVIDED THAT subject to compliance with the relevant requirements of the Act:

- (a) while the Member is still in the Service of the Employer payment shall not be made in terms of this Rule except for the maintenance or support of the Member or his Dependants and for the purpose of relieving hardship.
- (b) if the Member dies before the whole of the benefit payable in respect of the Member has been paid or applied under Rule 12 then the benefit payable or the balance of it (as the case may be) shall be paid to the persons and in the manner referred to in Rule 11.

13 Temporary total disablement benefits

13.1 How Calculated

- (a) While the Member is Temporarily Totally Disabled the Trustees shall pay to him a monthly income benefit (in Rule 13 called the "income benefit") the amount of which (subject to Rule 6 and sub-rule 13.1(b) and except as reduced by sub-rule 13.1(c)) is equal to one-twelfth of twelve and one-half per cent of the amount determined under sub-rule 12.1 (as if the Member had become Totally and Permanently Disabled on his Date of Disablement).

- (b) The amount of the income benefit payable to the Member (before a reduction under sub-rule 13.1(c)) shall not in any case exceed one-twelfth of seventy-five per cent of the annual rate of Salary of the Member immediately prior to his Date of Disablement.
- (c) The amount of the income benefit payable to the Member will be the amount remaining after reducing the amount determined under sub-rules 13.1(a) and (b) by the aggregate of -
- (i) the monthly equivalent of any sum paid or payable to the Member under any provision (statutory or otherwise) for workers' compensation and sick leave; and
 - (ii) the amount (if any) calculated in terms of sub-rule 13.10.
- (d) For the purpose of sub-rule 13.1(c)(i) -
- (i) any such sum paid or payable which is not a periodical payment shall be deemed to have been paid in such monthly amounts and at such times during the period of the Member's Temporary Total Disablement as the relevant Insurer or (if the benefit is not covered by a Policy in force for the time being) the Trustees shall from time to time determine; and
 - (ii) any such sum paid or payable which is paid at other than monthly intervals shall for the purposes of this Rule 13 be calculated and expressed as a rate of payment per month.

13.2 When Payable

The income benefit shall be payable on the first day of each calendar month. The first payment shall be payable on the first day of the calendar month following the month in which the Member becomes Temporarily Totally Disabled. The last payment shall be payable on the first day of the calendar month in which the Member ceases to be Temporarily Totally Disabled under sub-rule 13.3.

13.3 Ceasing to be Temporarily Totally Disabled

A Member shall cease to be Temporarily Totally Disabled -

- (a) when he no longer satisfies the definition of Temporary Total Disablement in Rule 1;
- (b) when he engages in or performs any occupation or work for reward (except as provided for in sub-rule 13.10);
- (c) when he becomes Totally and Permanently Disabled under Rule 12;
- (d) when he attains the age of sixty-five years or the Normal Retirement Date (if earlier); or

(e) upon his death.

13.4 If the Member ceases to be Temporarily Totally Disabled in the circumstances set out in sub-rules 13.3(a) or 13.3(b) and -

(a) Member Continuing in Service

if he continues in the Service of the Employer, THEN the contributions by and in respect of the Member shall be payable as specified in the other provisions of the Rules. If the Member subsequently ceases for any reason to be in the Service of the Employer or becomes Temporarily Totally Disabled or Totally and Permanently Disabled or dies THEN the provisions of the Rules relating to the benefit payable in those circumstances shall apply; or

(b) Member Not Continuing in Service

if he does not continue in the Service of the Employer, THEN a benefit of an amount equal to the benefit payable under sub-rule 14.1(a) or Rule 8 (as the case may require) calculated on the basis that the Member has ceased to be in the Service of the Employer on the date on which he has ceased to be Temporarily Totally Disabled shall become payable.

13.5 Becoming Totally and Permanently Disabled

If the Member ceases to be Temporarily Totally Disabled as set out in sub-rule 13.3(c) by becoming Totally and Permanently Disabled the benefit referred to in Rule 12 shall then become payable.

13.6 Attaining Age Sixty-Five or Earlier Normal Retirement Date

If the Member ceases to be Temporarily Totally Disabled as set out in sub-rule 13.3(d) by attaining the age of sixty-five years or the Normal Retirement Date (if earlier) he shall be deemed to have ceased to be in the Service of the Employer on the date of so ceasing to be Temporarily Totally Disabled and the benefit referred to in Rule 7 shall then become payable.

13.7 Death

If the Member ceases to be Temporarily Totally Disabled as set out in sub-rule 13.3(e) by his death the benefit referred to in Rule 10 shall become payable.

13.8 Determining Benefits

For the purposes of determining the benefits under sub-rules 13.5, 13.6 and 13.7 - the Member's Annual Salary relating to the Review Date coincident with or next preceding his Date of Disablement shall be deemed to apply up to the Normal Retirement Date.

13.9 Payment

If the Member becomes Temporarily Totally Disabled prior to attaining the age of sixty-five years or earlier Normal Retirement Date

- (a) an income benefit shall be payable to him under sub-rules 13.1 and 13.2; and
- (b) no benefit shall become payable to or in respect of the Member under any provisions of the Rules other than as specified in this Rule 13.

13.10 Rehabilitation

- (a) Upon the prior written request of the Trustees while the Member is receiving an income benefit under this Rule, the relevant Insurer may in terms of the Policy agree that the Member can engage in gainful occupation but that for the purposes of this Rule he shall for a period not exceeding two years be deemed not to have been so engaged or able to be so engaged. If the relevant Insurer shall so agree the amount of income benefit payable under this Rule shall, subject to sub-rule 13.1 be reduced by seventy-five per cent of the monthly amount earned by the Member from such gainful occupation.
- (b) For the purposes of this Plan a period for which the benefit is payable under this sub-rule is deemed to be a period of Temporary Total Disablement.

14 Withdrawal benefits

14.1 Subject to Rule 6, if the Member prior to the Normal Retirement Date ceases (other than by reason of his death or Total and Permanent Disablement or the circumstances set out in Rule 8) to be in the Service of the Employer the benefit payable shall be determined as follows:-

(a) Illness, Injury, Retrenchment

If the Member ceases to be in the Service of the Employer on account of illness or injury (proof of which is provided to the satisfaction of the Trustees) or (in the opinion of the Trustees) on account of retrenchment of staff the benefit payable shall be the aggregate of -

- (i) the sum of:-
 - (A) an amount equal to two and one-quarter times the allocated Member's contributions to the Plan excluding any contributions to the Member's Voluntary Account (if any); and
 - (B) (if the Member participated in the Former Plan immediately prior to the Date of Commencement) an amount equal to his Transfer Value;

together with compound interest as described in sub-rule 14.3 PROVIDED HOWEVER THAT in no case shall the benefit payable in terms of this sub-rule 14.1(a)(i) exceed the Member's Discounted Accrued Retirement Benefit.

- (ii) an amount equal to the sum of the Rollover Account and the Member Voluntary Account (if any) of the Member on the date the Member ceases to be in the Service of the Employer.

Sub-rule 14.1(a) amended by deed dated 15 April 1994 clause 2(f)

Amendment to sub-rule 14.1(a)(ii) as envisaged by deed dated 18 July 1997 clause 1(b)

(b) Other Circumstances

If the Member ceases to be in the Service of the Employer other than under sub-rule 14.1(a) the benefit payable shall be the aggregate of the amounts determined as follows:-

- (i) the sum of -
- (A) an amount equal to the allocated Member's contributions to the Plan excluding any contributions to the Member's Voluntary Account (if any); and
 - (B) (if the Member participated in the Former Plan immediately prior to the Date of Commencement) an amount equal to that part of his Transfer Value deemed by the Trustees to have been attributable to his own contributions to the Former Plan
- together with compound interest as described in sub-rule 14.3; and
- (ii) an amount equal to twelve and one-half per cent of the amount specified in sub-rule 14.1(b) (i) for each of his Years of Participation ; and
- (iii) an amount equal to the sum of the Rollover Account and the Member's Voluntary Account (if any) at the date the Member ceases to be in the Service of the Employer.

PROVIDED THAT the Principal Employer may at its discretion direct that a greater benefit be paid to the Member PROVIDED FURTHER THAT in no case shall the total amount determined under sub-rules 14.1 (b) (i) and 14.1(b) (ii) exceed an amount calculated under sub-rule 14.1(a)

PROVIDED ALWAYS THAT if the Member participated in the Plan immediately prior to the first day of July, 1987 the benefit payable in terms of this sub-rule 14.1 shall not be less than the amount which would have been payable to the Member under the Plan had he ceased to be in the Service of the Employer in terms of this sub-rule 14.1 immediately prior to that date.

sub-rule 14.1(b) amended by deed dated 15 April 1994 clause 2(f)

Amendment to sub-rule 14.1(b)(iii) as envisaged by deed dated 18 July 1997 clause 1(b)

14.2 Deemed Contributions

For the purposes of this Rule 14 a Member is deemed to have contributed to the Plan under Rule 4 at the rate of:-

- (a) six per cent of his Annual Salary up to the thirty-first day of October 1991; and
- (b) four per cent of his Annual Salary from the first day of November 1991

during any period of Temporary Total Disablement under Rule 13.

14.3 Rate of Interest

For the purposes of this Rule 14 compound interest additions shall be calculated and added on each Review Date and on the date on which the Member ceases to be in the Employer's Service from the date the Member joins the Plan up to the date on which the Member ceases to be in the Service of the Employer. The rate of interest shall be four per cent per annum up to the thirty-first day of August 1984 and seven per cent per annum up to the thirtieth day of June 1987 and thereafter such rate per cent per annum as is from time to time determined by the Trustees having regard to the investment earning rate of the Plan and after considering the relevant requirements of the Act and such advice as they may require. The rate of interest shall not be varied retrospectively. It shall be assumed that contributions paid by the Member during any Review Period and during the period to the date the Member ceases to be in the Employer's Service from the next preceding Review Date were paid midway through those periods.

14.4 For the purposes of this Rule 14:-

"Discounted Accrued Retirement Benefit" means a lump sum benefit amount calculated in the manner set out in Rule 8 (as if that Rule applied to a Member ceasing to be in the Service of the Employer under this Rule) reduced by one per cent for each year (with any fraction of a year counting as a complete year) in the period from the date the Member ceases to be in the Employer's Service to the date the Member attains the age of fifty-five years PROVIDED THAT for the purposes of the aforesaid reduction any number of years in excess of twenty shall not be counted.

"Transfer Value" in respect of a Member means the amount transferred into the Plan from the Former Plan being the amount held in respect of him in the Former Plan immediately prior to the Date of Commencement.

14.5 Manner of Payment

The benefit referred to in this Rule 14 shall (subject to Rule 15 and compliance with the relevant requirements of the Act) be paid to the Member either as a capital sum or in such other manner as the Trustees and the Member agree and without limiting the generality of the

foregoing the whole or part of the benefit payable may be utilised by the Trustees to provide for the purchase of an annuity payable to the Member of such nature as the Trustees and the Member agree.

15 Preserved Benefit

If the Trustees consider it necessary under the Act to preserve any part of a benefit, then the Trustees must:

- (a) retain that part of the benefit in the Plan until the Act permits it to be paid; or
- (b) transfer that part of the benefit under Clause 14 to a fund in circumstances which satisfy the Act.

rule 15 amended by deed dated 15 April 1994 clause 2(g)

16 Location of Member

[Deleted].

17 Incapacity of Member or Dependant

Where a benefit is to be payable to a Member or Dependant who is in the opinion of the Trustees incapable of managing his affairs due to his state of health or because he is an infant, the Trustees may in their discretion establish a Trust (whether or not they are the trustees of such Trust) for the benefit of such Member or Dependant with power to invest the amount to which such Member or Dependant would otherwise be entitled and to apply any part of the income or capital of such Trust at any time and in any way consistent with the purposes of such Trust.

18 Minimum Benefit

18.1 Notwithstanding any other provision in this Deed and the Rules, every benefit paid out of the Plan (except any benefit payable under Rule 13) must be at least equal to the greater of:

- (a) the amount which is required to be vested in the Member under the Act; and
- (b) an amount equal to the sum of:
 - (i) the Member's benefit calculated as if the Member ceased Service on 30 June 1992;
 - (ii) contributions made by the Member to the Plan after 30 June 1992;
 - (iii) the Member's compulsory amount; and
 - (iv) earnings of the Plan attributable to those amounts, determined on a basis the Trustees consider appropriate;

LESS

- (i) any taxes or expenses attributable to those amounts which have not already been taken into account and which the Trustees determine should be taken into account; and
- (ii) the cost of any insurance provided under the policy on the life of the Member.

18.2 For the purposes of sub-rule 18.1(b)(iii), the Member's compulsory amount is the sum of any amounts nominated in writing by the Employer to the Trustees in respect of the Member (including any amounts which are to count for Superannuation Guarantee Charge purposes). An Employer may nominate a compulsory amount in respect of a Member for a particular period. Once made, the nomination is irrevocable in respect of the period to which it relates.

Rule 18 amended by deed dated 15 April 1994 clause 2(h)

PART B

Part B inserted by deed dated 16 June 1994 clause 3, Schedule

Interpretation

Application of Part

- B1.1 The provisions of this Part B have effect as and from the Regulated Fund Amendment Date.

Interpretation

- B2.1.1 Unless the contrary intention appears, the following terms have the following meanings:

"Act" means:

- (a) the SIS Legislation; and
- (b) any other legislation, or the requirements of any competent authority which must be satisfied for the Fund to qualify for the most favourable taxation treatment available for superannuation funds.

"Actuary" means a person who:

- (a) is a Fellow or an Accredited Member of the Institute of Actuaries of Australia; and
- (b) has been appointed by the Trustees as the actuary of the Fund or has otherwise been engaged by the Trustees to provide actuarial services in relation to the Fund.

"Alternative Agreed Representation Rules" has the meaning given to that term by the SIS Legislation:

- (i) prior to 1 July 1995; and
- (ii) on and after 1 July 1995.

"Basic Equal Representation Rules" has the meaning given to the term by the SIS Legislation.

"Beneficiary" has the meaning given to it by the SIS Legislation.

"Commissioner" means the Insurance and Superannuation Commissioner appointed under the Insurance and Superannuation Commissioner Act 1987, or a person for the time being acting as Insurance and Superannuation Commissioner under that Act.

"competent authority" means the Commissioner or any person or body appointed under the Act who is empowered to exercise any discretion, give any consent or approval or otherwise give effect to and administer the Act.

"Complying Superannuation Fund" means a complying superannuation fund for the purposes of Part IX of the Income Tax Assessment Act.

"constitutional corporation" has the meaning given to it by the SIS Legislation.

"Deed" means the governing rules of the Fund.

"Eligibility Age" in relation to an Old Age Pension has the meaning given to it by the SIS Legislation.

"Eligible Rollover Fund" has the meaning given to it by the SIS Legislation.

"Employer Trustee" means an employer representative, within the meaning given to that term by the SIS Legislation, in relation to a group of trustees of the Fund.

"Fund" means the superannuation fund, however described, established and constituted by Part A.

"governing rules" has the meaning given to it by the SIS Legislation.

"group of trustees" has the meaning given to it by the SIS Legislation.

"Independent Trustee" has the meaning given to it by the SIS Legislation.

"investment manager" has the meaning given to it by the SIS Legislation.

"Member Trustee" means a member representative, within the meaning given to that term by the SIS Legislation, in relation to a group of trustees of the Fund.

"Member Voluntary Account" means at any date the amount to which any contributions made to the Plan by the Member under sub-rule 4.1(b) or any contributions paid under rule 4.3(b) Clause 4.4, as the case may be, have accumulated.

Amendment to clause B.2.1.1 as envisaged by deed dated 18 July 1997 clause 1(c)

"Old Age Pension" has the meaning given to the term old-age pensions by the SIS Legislation.

"Part" means a part of this Deed identified and referred to as a Part of this Deed.

"Principal Employer" has the same meaning as may be given to it in Part A or failing any meaning being so given means the Employer to the Fund which may appoint and remove as the case may be the Trustees or the Employer Trustees or the Employer Directors.

"Regulated Fund Amendment Date" means 16 June 1994.

"Regulated Fund Date" means the date upon which the Fund becomes a Regulated Superannuation Fund.

"Regulated Superannuation Fund" has the meaning given to it by the SIS Legislation.

"SIS Legislation" means:

- (1)
 - (a) the Superannuation Industry (Supervision) Act 1993;
 - (b) the Superannuation (Financial Assistance Funding) Levy Act 1993;
 - (c) the Superannuation (Resolution of Complaints) Act 1993;
 - (d) the Superannuation (Rolled-Over Benefits) Levy Act 1993;
 - (e) the Superannuation Industry (Supervision) Consequential Amendments Act 1993;
 - (f) the Superannuation Supervisory Levy Amendment Act 1993; and
 - (g) the Occupational Superannuation Standards Amendment Act 1993.
- (2) any regulations made under the above Acts; and
- (3) all other requirements whether legislative or administrative including:
 - (a) any administrative guidelines issued by the Commissioner or other competent authority or tribunal; or
 - (b) statements by government advising changes and any proposed changes to the SIS Legislation,

with which the Fund must comply or in the opinion of the Trustees ought to comply in order to be a Complying Superannuation Fund or not to be in contravention or breach of the SIS Legislation.

"Trustee" has the meaning given to it by the SIS Legislation.

B2.1.2 In this Deed unless the context otherwise requires:

- (a) words denoting the singular number include the plural and vice versa;
- (b) words denoting any gender include all genders;
- (c) where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (d) words denoting natural persons include corporations and vice versa;

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- (e) references to any party in this Deed or any other agreement or instrument include the party's successors and permitted assigns;
 - (f) references to any agreement or instrument are deemed to include references to such agreement or instrument as amended, novated, supplemented, varied or replaced from time to time;
 - (g) references to any legislation or to any provision of any legislation include any modification or re-enactment of that legislation or any legislative provision substituted therefore, and all regulations and statutory instruments under such legislation or provision;
 - (h) references to a person include a body corporate, partnership, firm or government entity.

B2.1.3 Headings inserted in this Deed are for convenience only and are not to be taken account of in its interpretation.

Resolution of Conflicts between Part A and Part B

- B2.2.1 The meanings given to the terms referred to in Clause B2.1.1 are as the context requires to be used to construe such terms where they may be used in Part A and the other Parts of this Deed.
- B2.2.2 The meanings given to any terms defined in Part A are as the context requires to be used to construe such terms where they may be used in Part A and the other Parts of this Deed.
- B2.2.3 If the same term is given a different meaning pursuant to the provisions of Part A to that given in Clause B2.1.1 the term is to be given such meaning as the context requires. However if in the context in which the term is used there is a conflict or inconsistency between the meanings so given, the meaning given in Clause B2.1.1 prevails.

PART C

Transition Provisions

Application of Part

- C1.1 The provisions of this Part C have application between the Regulated Fund Amendment Date and the Regulated Fund Date.

Priority of Part

- C1.2 If there is a conflict or inconsistency between the provisions of this Part C and Part A, the provisions of this Part C prevail and this Deed is to be construed and interpreted accordingly.

Power to elect to become Regulated Superannuation Fund

- C2.1 The Trustees have the power to irrevocably elect, as is provided for in the SIS Legislation, that the Fund become a Regulated Superannuation Fund and for the provisions of the SIS Legislation to apply in relation to the Fund.

Power to administer fund prior to Regulated Fund Date

- C2.2 The Trustees have the power to do all acts and things and to omit to do any act or thing which they consider necessary, desirable or expedient to:
- (a) administer and operate the Fund;
 - (b) adopt any policy procedure or practice in relation to the Fund;
 - (c) terminate or amend any existing policy procedure or practice in relation to the Fund; and
 - (d) review, alter or terminate any agreement in relation to the Fund which may be subsisting with a third party including any investment manager,
- so that at the date the Fund becomes a Regulated Superannuation Fund:
- (i) the Fund is, or will become eligible to be and remain, a Complying Superannuation Fund;
 - (ii) the administration and operations of the Fund comply with the provisions of the SIS Legislation; and
 - (iii) the Trustees, Members, Beneficiaries and Employers of the Fund:
 - (A) are not a party to any contravention of the SIS Legislation or in the opinion of the Trustees any potential or possible contravention of the SIS Legislation; and

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- (B) are not liable to or in the opinion of the Trustees potentially liable to any civil or criminal penalty or any claim for damages under the SIS Legislation.

Power to Replace and Appoint Trustees

- C3.1 The Trustees and the Principal Employer have the power if the Basic Equal Representation Rules do not apply to the Fund at the Regulated Fund Date to determine that the Basic Equal Representation Rules or the Alternative Agreed Representation Rules are to apply to the Fund at the Regulated Fund Date or such other date as they may decide.
- C3.2.1 The Trustees and the Principal Employer have the power notwithstanding anything to the contrary contained in Part A, to replace the existing Trustees of the Fund with a Trustee or Trustees which satisfies the requirements of the Act.
- C3.2.2 Any additional Independent Trustee or Independent Director does not have a casting vote in any proceedings of the Trustees.

Power to establish Procedures as to appointment and removal of Trustees

- C4.1 The Trustees have the power to establish and publish to Members, rules setting out a procedure as to the appointment and removal of Member Trustees and where applicable any additional Independent Trustee or Independent Director.

PART D

Regulated Superannuation Fund Provisions

Application of Part

- D1.1 The provisions of this Part D have effect as and from the Regulated Fund Date.

Priority of Part

- D2.1 If there is any conflict or inconsistency between the provisions of this Part D and Part A the provisions of this Part D are to prevail and this Deed is to be construed and interpreted accordingly.

Mandatory Provisions of Part

- D3.1 The Fund must have a Trustee.
- D3.2 Either
- (a) the Trustee of the Fund must be a constitutional corporation; or
 - (b) if the Trustee is not a constitutional corporation, the sole or primary purpose of the Fund is the provision of Old Age Pensions.

Basic Equal Representation Rules - application

- D4.1 In any period prior to the Basic Equal Representation Rules applying to the Fund:
- (a) the appointment, removal and composition of the Fund's Trustees are to be governed by the provisions of Part A; and
 - (b) the Trustees and the Principal Employer may determine the date on and from which the Basic Equal Representation Rules are to apply to the Fund.

Two or More Trustees - Basic Equal Representation Rules

- D4.2 The Basic Equal Representation Rules apply to two or more Trustees on and from the date specified by the SIS Legislation or such earlier date as provided by this Deed.

Independent Trustee

- D4.3 An additional Independent Trustee:
- (a) may be appointed at the request of the Member Trustees or Employer Trustees;
 - (b) is to be appointed or removed in accordance with the procedures adopted by the Trustees for the appointment and removal of Independent Trustees; and
 - (c) is not to exercise a casting vote in any proceedings of the Trustees.

Regulation of Trustee Proceedings

- D4.4 The Trustees may, subject to the provisions and requirements of the SIS Legislation:
- (a) regulate their meetings as they see fit;
 - (b) determine a quorum of Trustees;
 - (c) act by way of resolution passed by not less than two thirds of all the Trustees; and
 - (d) appoint one of them to act as Chairman of Trustees and replace the Chairman whenever they think fit.

Power to establish Procedures as to appointment and removal of Member Trustees

- D4.5.1 The Trustees must:
- (a) establish procedures which are consistent with the SIS Legislation for appointing and removing Member Trustees and if appointed any additional Independent Trustee;
 - (b) publish those procedures in a way that will make Members aware of them.
- D4.5.2 The Trustees may change the aforesaid procedures and thereupon publish the new procedures in a way that will make Members aware of them.

Appointment and Removal of Employer Trustees

- D4.6 (a) The Principal Employer may by notice in writing appoint and remove the Employer Trustees.
- (b) The Principal Employer is to give notice in writing to the other Trustees of the appointment or removal of an Employer Trustee. However failure to give such notice does not invalidate any such appointment or removal.

Trustees ceasing to be Trustees

- D4.7 The Trustees of the Fund hold office until:
- (a) being removed -
 - (i) in the case of Member Trustees or an additional Independent Trustee, in accordance with any procedures adopted by the Trustees for removal; and
 - (ii) in the case of Employer Trustees, by the Principal Employer;
 - (b) the Trustee retires or resigns from office by giving notice in writing to any other Trustees of the Fund and the Principal Employer;

- (c) the Trustee is disqualified by law from holding office; or
- (d) the Trustee:
 - (i) dies;
 - (ii) becomes, in the opinion of the other Trustees mentally or physically incapable of fulfilling the office of Trustee of the Fund;
 - (iii) becomes a disqualified person within the meaning of the SIS Legislation;
 - (iv) is removed by the Commissioner pursuant to the provisions of the SIS Legislation; or
 - (v) is precluded from being a Trustee in other circumstances prescribed by the SIS Legislation.

Basic Equal Representation Rules - single corporate trustee

- D5.1 The Principal Employer and the Members may from time to time agree that the Fund is to have a single corporate trustee which satisfies the Basic Equal Representation Rules.

Alternative Agreed Representation Rules

- D5.2 If the Alternative Agreed Representation Rules apply to the Fund a Trustee or Trustees may be appointed to the Fund pursuant to those Rules.

Benefits

- D6.1 If the Fund has two or more Trustees the Members' benefits are to be ascertained and paid to Members in accordance with clause 6 of this Part D.

Old Age Pension Benefits

- D6.2 Any benefit payable to a Member or other Beneficiary (other than a Temporary Disablement or like benefit) must unless the Act otherwise permits:
- (a) on or after the Member or Beneficiary has attained the Eligibility Age; or
 - (b) in such other circumstances as the SIS Legislation may require an Old Age Pension to be paid;
- be paid to the Member or Beneficiary as an Old Age Pension which subject to the Act may be commuted or provided by way of annuity in accordance with the provisions of this Deed.

Old Age-Pension Provisions

- D6.3 An Old Age Pension is to be paid to a Member or Beneficiary in accordance with the SIS Legislation and be subject to:

- (a) such provisions as the Trustees may determine necessary or advisable to ensure the Fund is and will remain eligible to be a Complying Superannuation Fund; and
- (b) such other provisions as the Trustees and the Member or Beneficiary may agree or failing agreement as the Trustees may determine.

Pension Instalments-Relation to Part A Lump Sum Benefits

- D6.4 If a Member's benefit except for this Part D would be payable as a lump sum under Part A, the amount of the instalments of the Old Age Pension is to be determined by the Trustees having regard to:
- (i) the amount of that lump sum benefit;
 - (ii) the term or period for which the Old Age Pension is to be paid;
 - (iii) the Member's age at the date the Member becomes entitled to receive the first instalment of the Old Age Pension; and
 - (iv) any other relevant factors.

Pension Requirements-Relation to Part A Pension Benefits

- D6.5 If a Member's benefit payable under Part A is payable by way of a pension:
- (a) to the extent that such pension is an Old Age Pension it is to be paid in accordance with the provisions of Part A; and
 - (b) to the extent that such pension is not or in the opinion of the Trustees may not be an Old Age Pension and its payment or continued payment will or in the opinion of the Trustees may result in a contravention of the SIS Legislation or the Fund ceasing to be a Complying Superannuation Fund the Trustees and the Member may agree to (or in the absence of agreement the Trustees will) modify the terms of such pension to such an extent so that it is an Old Age Pension.

Commutation of Old Age Pensions

- D6.6
- (a) A Member who is entitled to receive or is in receipt of an Old Age Pension which is not expressed to be a non commutable pension for life or whose commutation would not result in a contravention of the SIS Legislation or jeopardise the Fund's status as a Complying Superannuation Fund may request that such Old Age Pension be commuted to a capital sum.
 - (b) If a Beneficiary, not being a Member, is entitled to receive or is in receipt of an Old Age Pension which is not expressed to be a non commutable pension for life or whose commutation would not result in a contravention of the SIS Legislation or jeopardise the Fund's status as a Complying Superannuation

Fund, the Trustees may commute such Old Age Pension to a capital sum.

- (c) The capital sum on commutation is to be equal to the lump sum benefit referred to in clause D6.4 or, if commutation occurs after the first instalment has been paid, such amount as the Trustees determine.

Purchase of Annuity in lieu of paying Pension

- D6.7.1 If the Trustees have agreed or are required to pay an Old Age Pension to a Member or a Beneficiary then the Trustees are absolutely empowered to provide the Old Age Pension by way of an annuity purchased by the Trustees for the Member or the Beneficiary.
- D6.7.2 An annuity so purchased by the Trustees may in the sole discretion of the Trustees be purchased in the name of the Trustees or if the SIS Legislation so permits in the name of the Member or the Beneficiary.
- D6.7.3 (a) The terms of such annuity are to be in accordance with and satisfy any provision or requirement of the SIS Legislation and ensure that the Fund is and remains a Complying Superannuation Fund and are also to contain such terms as the Trustees and the Member or the Beneficiary may agree.
- (b) However, in the absence of agreement or if the Member or the Beneficiary is an infant or is shown to the satisfaction of the Trustees to be mentally ill or of unsound mind or incapable of managing his or her own affairs the annuity purchased by the Trustees will be on such terms as the Trustees in their discretion may determine.

Maintenance of Old Age Pensions

- D6.8 If the Fund is required to pay benefits by way of Old Age Pensions in accordance with the provisions of this Part D and subsequently has a single corporate trustee:
- (a) The Fund may continue to pay such Old Age Pension benefits; or
- (b) The Trustees may determine that such benefits are to be paid in accordance in Part A or otherwise than by way of Old Age Pension, provided the effect of such determination will not have the effect of reducing a Member's benefit (without the Member's consent) accrued to the date of such determination.

SIS Legislation to Prevail over Deed Provisions

- D7.1 If there is a conflict or inconsistency between the provisions of this Deed and the SIS Legislation, the SIS Legislation is to prevail and any provision in this Deed is to be read down, construed and interpreted by the Trustees in such a manner so as to give effect to the SIS Legislation and to enable the Fund to be operated in a manner that is consistent with the SIS Legislation.

Power to Act in Accordance with SIS Legislation

- D8.1.1 The Trustees have the power to do all acts and things or omit to do such acts and things as they consider necessary, desirable or expedient for the Fund to be operated and administered in accordance with the SIS Legislation and to be a Complying Superannuation Fund and for:
- (a) the Fund not to be in contravention or in the opinion of the Trustees any possible or potential contravention of the SIS Legislation; and
 - (b) the Trustees, the Employers, Members and Beneficiaries not to be in contravention or in the opinion of the Trustees any possible or potential contravention of the SIS Legislation.
- D8.1.2 The powers conferred upon the Trustees by Clause D8.1.1, without limiting the generality of such powers, include the right to administer and operate the Fund so that:
- (a) the Fund is operated solely for one or more of the core and ancillary purposes specified in the SIS Legislation as being applicable to a Regulated Superannuation Fund;
 - (b) the Fund is operated to comply with any standards prescribed under the SIS Legislation which are applicable to the Fund;
 - (c) the Trustees are entitled to provide to the Commissioner or other competent authority, tribunal or court with such returns and information as the SIS Legislation or the Commissioner, other competent authority, tribunal or court may require;
 - (d) the Trustees may follow, comply with, implement and obey any directions, instructions, orders or guidelines which may be issued or given by the Commissioner, other competent authority, tribunal or court in relation to the Fund or in relation to Regulated Superannuation Funds or any class of Regulated Superannuation Fund of which the Fund forms part;
 - (e) the Trustees may inform the Commissioner of such event, omission or thing that the SIS Legislation may require to be disclosed to the Commissioner and to otherwise disclose any event, omission or thing to the Commissioner or other competent authority tribunal or court and/or seek the advice ruling or direction of the Commissioner, other competent authority, tribunal or court which the Trustees consider necessary desirable or expedient to obtain for the administration and operation of the Fund;
 - (f) the Trustees may pay from the Fund any levy or charge imposed upon the Fund under the SIS Legislation;
 - (g) the Trustees may seek from the Commissioner or other competent authority any exemption or modification of the provisions of the SIS Legislation in respect of their application to the Fund; and

- (h) the Trustees may pay a Member's or a Beneficiary's benefits or interest in the Fund, in the circumstances prescribed by the SIS Legislation, to the Commissioner or an Eligible Rollover Fund even if no claim for such a benefit has been made by or in respect of the Member.

Trustees not to be in breach of Trust

D9.1 The Trustees are not to be taken to be in contravention of the Deed or in breach of trust if in giving effect to Clauses D7.1, D8.1.1 and D8.1.2 they:

- (i) construe or interpret this Deed;
- (ii) do such acts or things;
- (iii) omit to do such acts or things;

which might otherwise be in contravention of the Deed or in breach of trust but which the Trustees consider necessary, desirable or expedient to avoid a contravention of the SIS Legislation.

D9.2 The Trustees are not to be taken to be in contravention of this Deed or in breach of trust if they do anything which is in contravention of the SIS Legislation if.

- (a) The Trustees rectify the contravention within such period as may be allowed by the SIS Legislation or within such further period as the Commissioner allows; or
- (b) The Commissioner being aware of the contravention:
 - (i) does not give a notice stating that the Fund is not a Complying Superannuation Fund; or
 - (ii) gives a notice stating that the Fund is a Complying Superannuation Fund.

Deed Amendments

D10.1 This Deed must not be amended in such a way (for as long as the SIS Legislation so requires) as would permit:

- (a) an individual to be eligible to be appointed as a Trustee of the Fund unless this Deed provides, and will continue to provide after the amendment is made, that the Fund has, as its sole or primary purpose, the provision of Old Age Pensions; or
- (b) the sole or primary purpose of the Fund to be a purpose other than the provision of Old Age Pensions unless this Deed provides, and will continue to provide after the amendment is made, that the Trustee must be a constitutional corporation.

D10.2 This Deed may only be amended by the Trustees or with the consent of the Trustees except:

-
- (a) by such party and in such circumstances as the SIS Legislation and this Deed may otherwise permit; or
 - (b) the amendment is made solely to confer on the Trustees the power to consent to amendments to this Deed.

Trustees not subject to direction

- D11.1 (a) The Trustees (except to the extent that the SIS Legislation may otherwise provide) in the exercise of their powers under this Deed are not to be subject to the direction of any other person.
- (b) A provision in this Deed which requires the Trustees to follow or comply with the direction of another party (except to the extent that the SIS Legislation may otherwise allow) is to be construed and interpreted as being a provision which enables the other party to make a request to the Trustees which the Trustees are not bound or required to comply with or follow.

Discretions only to be exercised by Trustees

- D12.1 No provision of this Deed (except to the extent that the SIS Legislation may provide), may permit a discretion under this Deed to be exercised or exercisable by a person other than the Trustees and any such provision is to be read down construed and interpreted in such a manner so as to be consistent with the provisions of the SIS Legislation.

Trustees Indemnity

- D13.1 (a) No provision of this Deed other than Clause D13.2 is to be construed or interpreted so to preclude the Trustees or any of them from being indemnified out of the assets of the Fund in respect of any liability incurred whilst acting as the Trustees or one of the Trustees of the Fund; and
- (b) The Trustees of the Fund may be indemnified out of the assets of the Fund in respect of any liability incurred whilst acting as the Trustee or one of the Trustees of the Fund.
- D13.2 No provision of this Deed is to be construed or interpreted so as to exempt the Trustees from or to indemnify the Trustees against any liability prescribed by the SIS Legislation as being a liability from which the Trustees cannot be exempted from or indemnified against out of the assets of the Fund.

Trustees right to seek advice

- D14.1 No provision of this Deed is to be construed or interpreted as prohibiting the Trustees from seeking advice from any person in respect of any matter relating to the performance of the duties or the exercise of the powers of the Trustees or to preclude the Trustees from being indemnified out of the assets of the Fund in respect of the cost of obtaining such advice or to limit the amount of such indemnity.

SIS Covenants


- D15.1.1
- (a) Notwithstanding any provision of this Deed any covenant required by the SIS Legislation to be included in this Deed is deemed to be included as if every such covenant was set out in this Deed on and from the date that covenant is required to be so included.
 - (b) If the SIS Legislation or the Commissioner or other competent authority no longer require any such covenant to be included in this Deed then that covenant ceases to be included in this Deed.
 - (c) If any such covenant or its operation is pursuant to the provisions of the SIS Legislation modified then the Trustees are only required to comply with the covenant as it may be so modified.
 - (d) The Trustees are not taken to be in contravention of this Deed or in breach of trust if the Trustees do or omit to do anything which is in contravention of such a covenant if the contravention is approved or waived by the Commissioner or other competent authority.”

EXECUTED as a deed

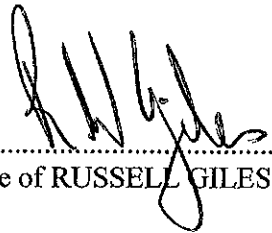
Signing page

DATED: _____

SIGNED, SEALED AND)
DELIVERED by RUSSELL)
GILES in the presence of:)


.....)
Signature of witness)

Roger Cameron
.....)
Name of witness (block letters))


.....)
Signature of RUSSELL GILES

SIGNED, SEALED AND)
DELIVERED by PETER MASON)
in the presence of:)

.....)
Signature of witness)

.....)
Name of witness (block letters))

.....)
Signature of PETER MASON

SIGNED, SEALED AND)
DELIVERED by DENIS PORTER)
in the presence of:)

.....)
Signature of witness)

.....)
Name of witness (block letters))

.....)
Signature of DENIS PORTER


Signing page

DATED: 29TH JUNE 2006

SIGNED, SEALED AND)
DELIVERED by RUSSELL)
GILES in the presence of:)
)
)
 Signature of witness)
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)
 Name of witness (block letters))

.....
Signature of RUSSELL GILES

SIGNED, SEALED AND)
DELIVERED by PETER MASON)
 in the presence of:)
)
Hk *A. Kotamaneho*)
)
 Signature of witness)
)
HARIKLIA KOTAMANENHOS)
)
 Name of witness (block letters))



 Signature of PETER MASON

SIGNED, SEALED AND)
DELIVERED by DENIS PORTER)
 in the presence of:)
)
)
 Signature of witness)
)
)
 Name of witness (block letters))

.....
Signature of DENIS PORTER

Signing page

DATED: _____

**SIGNED, SEALED AND
DELIVERED** by **RUSSELL
GILES** in the presence of:

.....
Signature of witness

.....
Name of witness (block letters)

.....
Signature of RUSSELL GILES

**SIGNED, SEALED AND
DELIVERED** by **PETER MASON**
in the presence of:

.....
Signature of witness

.....
Name of witness (block letters)

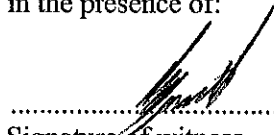
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Signature of PETER MASON


**SIGNED, SEALED AND
DELIVERED** by **DENIS PORTER**
in the presence of:

.....
Signature of witness

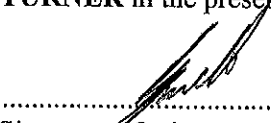
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Name of witness (block letters)

.....
Signature of DENIS PORTER


.....
STEVEN GRANT


.....

SIGNED, SEALED AND)
DELIVERED by KIEREN)
TURNER in the presence of:)


.....)
Signature of witness)

STEVEN GRANT
.....)
Name of witness (block letters))


.....)
Signature of KIEREN TURNER)