

IN THE SUPREME COURT OF NEW SOUTH WALES
DIVISION: EQUITY
REGISTRY: SYDNEY
CORPORATIONS LIST

No 2022 of 00130874

IN THE MATTER OF APM SECURITY PLAN SICKNESS & ACCIDENT FUND (IN LIQUIDATION)

ABN: 57 413 197 086

KORDAMENTHA SHELF CO (APMSPSAF) PTY LTD ACN 642 981 799

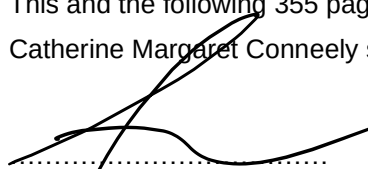
Plaintiff

**CATHERINE MARGARET CONNEELY AND SCOTT DAVID HARRY LANGDON IN THEIR CAPACITY
AS JOINT AND SEVERAL LIQUIDATORS OF THE APM SECURITY PLAN SICKNESS & ACCIDENT
FUND (IN LIQUIDATION) ABN 57 413 197 086**

Applicants

EXHIBIT CERTIFICATE

This and the following 355 pages is the exhibit marked "Exhibit CMC-1" referred to in the affidavit of Catherine Margaret Conneely sworn at Sydney, New South Wales on 3 November 2023.



Signature of witness

Name: Aaron Kam

Solicitor

5 Martin Place

Sydney NSW 2000

Filed on behalf of: Catherine Margaret Conneely and Scott David Harry Langdon in their capacity as joint and several liquidators of the Fund, the Applicants

Prepared by:

Ashurst Australia

Lawyers

5 Martin Place

Sydney NSW 2000

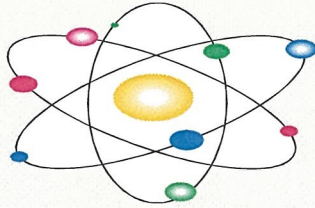
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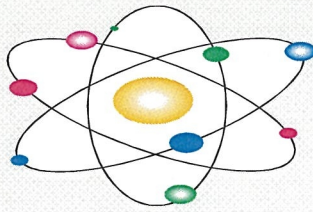
APM

**BOTANY MILL SECURITY PLAN SICKNESS &
ACCIDENT FUND**

PO Box 95 Matraville NSW 2036

Telephone: 02 9695 3555 Fax: 02 9666 3048

RULES



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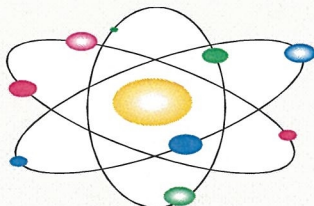
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APM Botany Mill Security Plan Sickness & Accident Fund

1. NAME

The name of THE FUND shall be "APM Botany Mill, Security Plan, Sickness & Accident Fund" hereafter referred to as "THE FUND". Any reference to 'THE COMPANY', will be taken to mean "Amcor Ltd" trading as "Amcor Fibre Packaging Australasia".

2. OBJECTIVE

The objective of THE FUND is to create and maintain sufficient financial resources, through Fortnightly or Monthly contributions of its members and THE COMPANY, and Investments, which will enable THE FUND to provide benefits as set out herein.

APM Botany Mill Security Plan Sickness & Accident Fund
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3 MEMBERSHIP

3.1 Eligibility

All full time permanent staff and employees of THE COMPANY, employed either at AFPA Botany Mill or by NSW Recycling Department, will be eligible for membership of THE FUND.

3.2 Minimum service period

A member will need to have been in the employ of THE COMPANY for Twenty six (26) weeks and to have paid Twenty six (26) weeks contributions to THE FUND before they are able to claim any benefits from THE FUND, (except for sickness benefits as provided under paragraph 5.4.1 & 5.4.2) or high cost Ancillary benefits as prescribed in *Appendix 1*).

An employee who after six (6) months probationary employment with THE COMPANY is not offered a full time position shall have refunded to him, from THE FUND, any contributions he has made, except if he has claimed Sickness Benefits as provided under 5.4.1. & 5.4.2. However an employee who is offered a full time position after the six (6) months probationary employment, will have to be employed for a further twenty six (26) weeks to qualify for the high cost Ancillary benefits as prescribed in *(Appendix A)*

3.3 Definition of Dependants

Dependants will include:

- i) Wife or Husband
- ii) Common law spouse
- iii) Dependant children up to 18 years of age
- iv) Student child up to 25 years of age
- v) Daughter housekeeper

The Committee may use its discretion in respect of unclear circumstances or in respect of wholly dependant persons not defined above.

3.4 Membership of THE FUND will cease

- i) On the member leaving the employ of THE COMPANY.
- ii) On the member being transferred from AFPA Botany or NSW Recycling, .
- iii) On the expulsion from THE FUND in accordance with the rules.

3.5 Unfinancial Members

A member shall be unfinancial if their contributions are over one month in arrears. Unfinancial members shall not be entitled to benefits under the scheme.

APM Botany Mill Security Plan Sickness & Accident Fund

3.6 Power to Suspend or Expel

The Committee of Management shall have the power to suspend or expel members of the fund for breaches of any of the rules of THE FUND. A member liable for suspension or expulsion shall be called upon to appear before the committee to show cause why they should not be suspended or expelled from THE FUND.

3.7 Honorary Membership

Honorary Membership of THE FUND may be granted to members with 10 years continuous service by the Committee under the following conditions,

- i) Upon the member reaching or surpassing normal retirement age.
- ii) Upon the member retiring due to health reasons which would qualify them for an Invalid Pension.
- iii) Upon the member reaching 55 years of age, is made redundant, accepts a Voluntary Redundancy or retires, and who pays to THE FUND an amount equivalent to 25% of what they would have contributed had they remained employed with THE COMPANY until their 65th birthday.

4. CONTRIBUTIONS.

Each member shall contribute an amount equivalent to \$2.00 per week.

Employee contributions will be deducted from wages, fortnightly, (salaried staff monthly). Any member in receipt of payment from THE FUND shall continue to contribute to THE FUND.

APM
Botany Mill Security Plan Sickness & Accident Fund

5. BENEFITS

5.1 Ancillary Benefits

Members and their dependents (as defined) are eligible for Ancillary Benefits as prescribed in *Appendix A*. Where certain benefits as prescribed in *Appendix A*, have a Yearly limit, that year will be defined as from 1st July until 30th June. Yearly limit total covers a member and all his dependants.

The Committee will consider written request from members for benefits not expressly referred to in *Appendix A*, where those benefits relate to the health or welfare of the member or his dependants. The Committee's decision in such matters is final. The Committee may review the limits, as defined, in (*Appendix A*).

5.1.1 Annual Limit for Ancillary Benefits

That an annual limit of \$1,200 per member per year be imposed on the amount of monies that a member is reimbursed for sickness & accident claims. This will be reviewed on an annual basis.

A limit of \$600 is to be applied for the six months from 1st January to the 30th June 2002. There is no such limit for the six months ended 31st December 2001. If the imposition of the limit causes undue hardship to a member, they can apply in writing to the Secretary of the Committee for possible Trauma Relief Assistance. Any such case will be assessed by review of the Committee. In all other respects the Ancillary Benefits Table is unchanged with respect to available benefits and section claim limits.

5.1.2 Claims for Ancillary Benefits

Claims must be made on the claim form provided to the Secretary of the Fund and signed by the claimant. All claims must be accompanied by original itemised receipts, or for members, in Private Health Funds claiming the difference between what the Private Health Fund refund and the original charge, the tabled receipt from the Private Health Fund is acceptable.

5.1.3 Time Limit

A time limit for claim of reimbursement is to be applied. For an expense to be reimbursed, a claim must be submitted within 60 days, from date of making payment.

5.2 Funerals

Members and their dependants as defined and Honorary Members are eligible for Funeral Benefits as prescribed in *Appendix B*.

5.3 Use of Point Clare facilities

Members and Honorary members will have access to THE FUNDS facilities at Point Clare NSW. The rules relating to the use of these facilities are set out in *Appendix C*.

APM Botany Mill Security Plan Sickness & Accident Fund
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5.4 Sickness Benefit

5.4.1 Weekly Benefit (not Workers Compensation)

A weekly benefit will be paid to a Member absent from work as a result of sickness or accident, and who is not in receipt of sick pay, Workers Compensation payments or any other payment except Government sickness benefits. The rate of this payment is prescribed in *Appendix A*.

5.4.2 Weekly Benefit (Workers Compensation Absence)

A weekly benefit will be paid to any member who is absent as a result of an injury received whilst in the employ of THE COMPANY and who is receiving Workers Compensation payments for such injury, but no other payments. The rate of this payment is prescribed in *Appendix A*.

5.4.3 Third Party Insurance Claims

Any member who subsequently receives a settlement via a Workers Compensation claim, or a Third Party Insurance claim etc, which has a component for lost wages which coincides with the period for which they have been paid Sickness Benefits, shall reimburse THE FUND for said payments.

5.4.4 Period of Benefits

- i) Full benefits will be paid for a period of up to thirty nine (39) weeks. The Committee shall have the power to continue to pay benefits at two thirds (2/3) the prescribed rate for a further thirteen (13) weeks.
- ii) A member who, having been on Sickness Benefits and returned to work, within three (3) months of such return to work again qualifies for Sickness Benefits, shall have all periods of absence treated as a continuous absence in respect of Paragraph 5.4.4 i.

5.4.5 Claims and/or Doctors Certificates

- i) Claims must be made in writing and on the Claim Form provided, to the Secretary of THE FUND and signed by the claimant. Each claim made upon THE FUND must be accompanied by a Doctors Certificate stating the nature of the illness or injury. On expiration of the original certificate continuation Certificates must be supplied.
- ii) Any claim related to the recurrence of any illness or injury in respect of which benefits have previously been paid shall require a new letter and Claim Form to be written to the Secretary of THE FUND and be accompanied by the relevant Doctors Certificate.
- iii) A Member being admitted to hospital shall be paid benefit from the day of admission to the day of discharge, provided a written claim as per paragraph 5.4.5 i. Above.
- iv) A Doctors Certificate need not be supplied to THE FUND in respect of Workers Compensation absences. Claims however should be lodged with the Secretary as soon as possible on the Claim Form provided.

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Botany Mill Security Plan Sickness & Accident Fund

5. BENEFITS continued

5.4.6 Absence of Three (3) or more days

A member must be absent from work for three (3) clear working days as a result of the sickness or accident in respect of which he is making a claim before benefits become payable.

5.4.7 Notification of return to work

Members on sickness benefits must notify the Secretary in writing immediately on return to work.

5.4.8 Medical Examination

The Committee shall have the right to request that a member be examined by a Doctor chosen by the Committee in respect to the illness or injury for which a sickness benefit is sort. The fee for such an examination will be paid by THE FUND. Any members failing to attend such an examination shall be debarred from receiving benefits from THE FUND.

5.4.9 Medical Referee

In the event of there being a disagreement of opinion between the Doctor nominated by the Committee and members private Doctor, a medical referee whose appointment shall be agreed to by both parties shall be consulted, and his decision shall be binding on both parties. The fee for the referee shall be paid by THE FUND.

5.4.10 Expulsion - working and receiving benefits

Any member accepting employment of any kind without the permission of the Committee whilst receiving benefits from THE FUND shall be expelled and shall forfeit all claims against THE FUND.

5.4.11 Misconduct - To receive Benefits

Any member feigning sickness or reducing himself to sickness through his own misconduct shall not be entitled to any benefits from THE FUND. The decision of the Committee being final in such cases.

APM Botany Mill Security Plan Sickness & Accident Fund

6. MANAGEMENT**6.1 Committee**

The affairs of THE FUND shall be controlled by a Committee of Management which will be comprised of three (3) Management representatives being: The Chairman, The Treasurer, and The Secretary, who will be appointed by THE COMPANY, and six (6) representatives of THE FUND who shall be elected from the members of THE FUND.

A list of the current Committee can be found in *Appendix D*.

6.2 Elections

Elections, if required, will be by ballot and taken at the Annual General Meeting of THE FUND.

6.3 Eligibility for Election

All adult members of THE FUND shall be eligible for election to the Committee.

6.4 Nominations

Nominations shall be made in writing, signed by the proposer and the nominee, and shall be forwarded to the Secretary at least seven (7) days prior to the date of the election. If insufficient nominees have been received by the prescribed date, then further nominees may be taken from the floor at the Annual General Meeting.

6.5 Returning Officer

There shall be a Returning Officer appointed by the Committee, who shall supervise all arrangements for elections.

6.6 Terms of Office

Elected members of the Committee shall hold office for twelve (12) months or until the next Annual General Meeting.

6.7 Vacancies

In the event of there being a vacancy on the Committee at any time (of an elected representative), the remaining members of the Committee may appoint a successor until the next Annual General Meeting. In the event of a vacancy on the Committee of an appointed officer THE COMPANY shall appoint a replacement.

6.8 Meetings

The Committee shall meet at least once every two months.

Any member of the committee can request a committee meeting at any time and provided a quorum can be obtained a meeting will be held.

6.9 Quorum

A quorum (of the Committee) shall consist of five (5) members.

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Botany Mill Security Plan Sickness & Accident Fund

6.10 Notice of General Meeting

Notice of a General Meeting shall be attached to Payslips, as well as being put in the mail boxes in reception not less than eight (8) days before the proposed date of such meeting.

6.11 Quorum

A quorum (for the purpose of a General Meeting) shall consist of twelve financial members of THE FUND.

6.12 Simple Majority Decides

All questions at meetings shall be decided by a majority of the Members present, but in the case of equality of votes the Chairman shall have a second and casting vote.

6.13 Indemnity

Each officer and/or Committee member of THE FUND acting with due authority or under instructions on behalf of THE FUND shall stand in the position of agent for all purposes within the objects of THE FUND and shall be Indemnified by THE FUND, and all costs, losses and/or liabilities which any such officer or Committee member may suffer or incur by reason of any contract entered into or act or thing done by him in any such capacity jointly or severally, shall be paid by and from the resources of THE FUND.

6.14 Secretary's Duties

The Secretary shall attend meetings of THE FUND and keep books in a faithfully manner. The Secretary will attend to sickness and accident claims and make payments on behalf of THE FUND.

6.15 Treasurers Duties

The Treasurer shall receive all monies on account of THE FUND and deposit them in the bank account as the rules direct and prepare a balance sheet for the Annual General Meeting.

6.16 Chairman's Duties

The chairman will preside at all meetings of THE FUND and follow and apply the rules of THE FUND as set out.

6.17 Bank Account Operation

Bank Account operations shall be made by any two (2) of the Chairman, Secretary, Treasurer or Members Trustee signing jointly.

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Botany Mill Security Plan Sickness & Accident Fund

7. MEETINGS

7.1 Committee

The Committee shall meet at least once every two months to deal with any matters arising from or since the last meeting.

Any member of the committee can request a committee meeting at any time and provided a quorum can be obtained a meeting will be held

7.2 Annual

THE FUND's financial year shall extend from July 1st until June 30th in the following year. The Annual General Meeting shall be held between July and September in each year for the purpose of considering the annual accounts and the Committee Report, to elect the Management Committee for the ensuing twelve (12) months, and conduct such business of which notice has been given in accordance with the rules.

7.3 Special General Meeting (Chairman calls)

The Chairman shall call a General Meeting of members at any time they consider necessary, and the place of the meeting shall be decided by the Chairman. Members must be given eight (8) days notice of such meeting and the purpose of the meeting explained. A quorum shall consist of twelve (12) or more financial members.

7.4 Special General Meeting (Members request)

Any twenty (20) financial members can at any time request the Chairman in writing to call a Special General Meeting, which shall be called within fourteen (14) days after the receipt of such a request. All members shall be entitled to attend General Meetings and shall be entitled to vote.

A quorum shall consist of twelve (12) or more financial members.

7.5 Alterations to Rules

The rules of THE FUND shall only be altered or added to at a General Meeting by a three fourths (3/4) majority of the members present and entitled to vote. Notice of such intention to alter any rule must be attached to Payslips, as well as being put in the mail boxes in reception, at least eight (8) days prior to the date of the meeting. Notwithstanding the foregoing no alteration or addition to any of the rules shall be valid unless THE COMPANY consents to such changes.

7.6 Alterations to Contributions or Benefits

Alterations to contributions by the members and alteration to benefits (as listed in *Appendix A*) may be authorised by a three fourths (3/4) majority of the members present at a General Meeting or by a three fourths (3/4) majority of the full Committee.

APM Botany Mill Security Plan Sickness & Accident Fund
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8. TRUSTEES

8.1 Number

The Trustees shall be three (3) in number
 A list of the current Trustees can be found in *Appendix D*.

8.2 Who are they

- i) One Trustee shall be called the appointed Trustee, his appointment being made by the Company. He shall be the Chairperson of the Trustees, and shall hold office at the pleasure of THE COMPANY or until he resigns.
- ii) One Trustee shall be the "Members Trustee", who shall be elected by the Members of THE FUND at the Annual General Meeting
- iii) The third Trustee shall be the Secretary of THE FUND.

8.3 Replacing Trustees

Should the appointed Trustee, or the Secretary cease to hold office THE COMPANY will appoint another Trustee in their place. If the elected Trustee dies or vacates office before the expiration of their term of office, the remaining Trustees shall appoint a member to fill the vacancy until the next Annual General Meeting.

8.4 Meetings

The Trustees shall meet at least once every six (6) months. Two (2) Trustees may call a meeting by giving three (3) days notice in writing to the Secretary.

8.5 Investment of Funds

The Trustees may invest the monies of THE FUND or any part thereof in any of the following ways with the consent of the Committee, or by a four/fifths (4/5) majority of members present and entitled to vote in General Meetings.

- i) Bank guaranteed low risk fixed term deposits.
- ii) In the public funds.
- iii) In the purchase of land or in the erection or alteration of offices or other buildings thereon.
- iv) In shares (preference or ordinary) or debentures of Amcor Ltd or PaperlinX Ltd.
- v) In any other security expressly directed by the rules of THE FUND not being personal security.

8.6 Signatures

With respect to all matters concerning investments of THE FUND, the signature of the Secretary and one other Trustee shall be necessary.

8.7 Indemnity

Each of the Trustees of THE FUND, acting with due authority or under instruction on behalf of THE FUND shall stand in the position of agent for all purposes within the objects of THE FUND and shall be indemnified by THE FUND, and all costs, losses and or liabilities which any such Trustee may suffer or incur by reason of any contact entered into or act or thing done by him in any such capacity jointly or severally, shall be paid by and from the resources of THE FUND.

APPENDIX A**Table of Ancillary Benefits**

Note: Notwithstanding the limits set out below, Total ancillary benefits (excluding trauma relief) are subject to the \$1200 annual limit as prescribed in clause 5.1

1 <u>SICKNESS BENEFITS</u> Weekly Sickness Benefit (not Workers Compensation) see item 5.4.1 Weekly Sickness Benefit (Workers Compensation) see item 5.4.2	\$60 per week \$ 8 per week
2 <u>AMBULANCE SERVICE</u> Ambulance benefit, limited to five (5) services per annum	100% of charge
3 <u>DENTAL BENEFITS</u> Fillings, Restorations, Surgical Extractions, Peri/Endodontics Orthodontic Services, Prosthodontics, Bridge & Crown, Root Canal, Wisdom Teeth extractions (* 12 month qualifying period) Dentures. Full or partial replacement or repairs (* 12 month qualifying period) Other. Miscellaneous dental services not prescribed above	\$80 per Treatment \$1000 per annum* \$700 per annum * \$40 per service
4 <u>THERAPIES NOT PROVIDED BY A MD</u> Physiotherapy and Therapeutic Massage Counselling/Occupational Therapy Speech Therapy Psychological counselling Chiropractic Treatment Osteopathic Treatment Podiatry Acupuncture Naturopath Consultations Dietician	\$40 per service \$40 per service \$40 per service \$40 per service \$40 per service \$40 per service \$40 per service \$40 per service \$40 per service \$40 per service
5 <u>OPTICAL</u> Members are entitled to claim, after the 12 month qualifying period*, each 2 years, up to the amount shown (the amount includes any claims for dependants), Spectacles and/or Contact Lenses NOTE: Disposable Contact Lenses are included in this category, however a maximum of \$300 may be claimed per 2 years* for Disposable Contact Lenses, as part of the total \$800	\$800 per 2 years *
6 <u>MISCELLANEOUS</u> Hearing Aids, limited to one payment each two years (* 12 month qualifying period) Nebuliser / CPAP Home Nursing (when ordered by Doctor) Trauma Relief assistance, As Agreed on by the Committee Television Rental whilst in hospital Maternity Payment (Baby Payment) Corrective Shoes (from 1 st July)	\$803 per unit per ear * \$150 per annum \$30 per service, \$400 per annum \$800 per annum no limit \$600 per child* \$300
<u>ANNUAL LIMIT:</u> THERE IS AN ANNUAL OVERALL LIMIT OF \$1,200 THAT CAN BE REBATED TO ANY ONE MEMBER IN ANY ONE (1) FINANCIAL YEAR. FOR THIS PURPOSE TRAUMA RELIEF GRANTED BY THE COMMITTEE WILL BE CONSIDERED OUTSIDE THE LIMIT.	
<u>TIME LIMIT:</u> ALL EXPENSES MUST BE CLAIMED WITHIN 60 DAYS OF MAKING PAYMENT.	

APPENDIX B**Funeral Benefits**

A Funeral Benefit shall be payable from THE FUND to members or their dependants, or to that person who undertakes to answer for the funeral expenses of the deceased. Provided that wherever a husband and wife are both members then only one payment is made.

Full Member

On the death of a member or their dependant THE FUND will pay all funeral expenses for that member or their dependant up to an amount of \$5000.

Honorary Member

Upon the death of an Honorary Member a funeral benefit shall be payable from THE FUND to the person who undertakes to answer for the funeral expenses of the deceased. The amount of this benefit will be \$800.

Proof of Death

Proof of Death is required before any benefit is paid.

APPENDIX C

Rules relating to Point Clare Facilities

A. POINT CLARE BOOKINGS

1. Sick or convalescing members (but not Honorary Members) have absolute priority over any other members in the use of Point Clare, regardless of the rules as set out below. Sick or convalescing members do not pay the required fee.
2. Bookings can not be made more than three (3) months in advance, but should be made at least one month in advance. The bookings will be first in first served except as explained below.
3. Except as outlined in point 4, members are restricted to one (1) use of Point Clare facilities per year and may not always book in for the same time every year.
4. A member may use the Point Clare facilities more than once a year only if no other member who has not had a booking in the current year has made a booking for the same period. These second bookings can only be confirmed one month prior to the booking date. At this point these second bookings will take precedence over any late first bookings.
5. A member may use Point Clare at the same time each year only if no other member who has not previously had a booking for that time of the year has made a booking. As with second bookings (point 4) these bookings can only be confirmed one month prior to the booking date.
6. Honorary Members may only use the facilities once a year. They can only book one month in advance and may not book during NSW school vacation periods.
7. Fees payable for the use of Point Clare must be made within seven (7) days of the booking being placed. This fee will be refunded if the booking is cancelled no later than seven (7) days before the booking start date. However, if the booking is cancelled after this time, the fee will only be refunded at the discretion of the Sick & Accident Fund Committee. Your booking will not be guaranteed until this fee is paid. If a member has placed a second booking and this booking is subsequently rejected (as per points 4 & 5) this fee will be refunded.

APPENDIX C

Rules relating to Point Clare Facilities

B. TENANCY RULES - POINT CLARE

ALL TENANTS ARE REQUESTED TO OBSERVE THE FOLLOWING RULES. FAILURE TO DO SO MAY MEAN THAT YOU WILL BE REQUESTED TO APPEAR BEFORE THE COMMITTEE OF MANAGEMENT.

1. The premises must be LOCKED AND MADE SECURE when leaving. This includes locking ALL BUILDINGS when going off site for any reason whatsoever (eg shopping etc).
2. Flats must be left clean and tidy.
3. No visitor or person other than an immediate dependant of a member, i.e. family member who resides and is supported by the member, may stay overnight, except where prior permission has been granted by the Committee extra overnight visitor(s)*, may be allowed. This exception will be at the absolute discretion of the Committee. (*extra overnight visitors cannot exceed the bedding supplied in each of the Cottages, see item 5)
4. No camping gear, caravan or the like, including sleeping in vehicles on any part of the property is permitted. This requirement is by order of Gosford Shire Council. Failure of any member to observe this order may seriously affect the tenancy provisions approved by the Council.
5. The tenant is responsible for removal of all waste materials from inside the flats into the otto bins provided. This includes paper, bottles and cans.
6. The motor boat is not to be used until the member has spoken to the caretaker and received instruction in its use.
7. When all flats are in use, the use of the boat is to be co-ordinated day about by the tenants, in agreement with each other.
8. No vehicle is to be driven past the double gates unless authorised by the caretaker.
9. The caretaker has full authority in the absence of any committee member, to ask the tenant to conform with such rules, and failure to do so will result in the tenant being requested to vacate the premises without delay.
10. The caretaker has the right to make an inventory check of all equipment and the premises prior to and after the tenant vacates. Any items damaged, broken, missing, altered or changed, will be discussed with the tenant with the view to that person being held responsible.
11. Strictly NO ANIMALS OR PETS OF ANY KIND are allowed to be kept on the premises anywhere by any tenant or person who resides with that tenant.
12. The Committee has the power to take any necessary action that they see fit.

APPENDIX C

Rules relating to Point Clare Facilities

C. GENERAL

1. **Members Complaints**

Members should submit in writing to the Secretary of THE FUND, within fourteen (14) days of returning from Point Clare any such matter about which they are concerned. The Committee will investigate all such complaints and report back.

2. **Caretaker**

The Caretaker - appointed by the Committee is the responsible person in charge at all times. He is empowered by the Committee to safeguard the premises and its facilities whilst it is being used or vacant.

3. **Committee**

Committee members involved in working bees or required to carry out any repair shall, if necessary, have preference over other members to occupy the premises to carry out such work.

4. **Penalties**

Any member of THE FUND who disregards or breaks any rule may be dealt with by the Committee. The Committee may require members in this instance to appear before the Committee.

5. **About the Cottages**

The House, referred to as Flat 3, sleeps 6. Comprising of 1 Queen bed and 4 single beds.

The Units:

Flat 2 on the Waterside of the property sleeps 6. Comprising of 4 single beds, and a double bed (futon bed in lounge room).

Flat 1 on the Roadside of the property sleeps 4. Comprising of 1 queen bed and a futon that converts to a double bed.

Kitchen equipment, is supplied. It is necessary to take pillows/bedding//towels and items of a personal nature.

APPENDIX D**Current Trustees and Members of the Committee****Trustees**

Chairperson of Trustees	Eric Bartschi
Members Trustee	Fiona Faust
Secretary/Trustee	Edwin Caldwell

Committee

Chairperson	Eric Bartschi
Treasurer	Peter Ryan
Secretary	Edwin Caldwell
Elected representatives	Fiona Faust Craig Walters Gerard O'Connell Craig Pickett Raelene Oliver Paul Curtis

AUSTRALIAN PAPER MANUFACTURERS
LIMITED



BOTANY MILL

**SECURITY PLAN
SICKNESS AND ACCIDENT FUND**

New South Wales

RULE BOOK

1979

RULES

1. The name of the scheme shall be "A.P.M. Security Plan Sickness and Accident Fund New South Wales".

2. OBJECTIVE

The objective of the Scheme is to create and maintain a fund by weekly contributions of its members and of Australian Paper Manufacturers Ltd, which will enable the fund to Provide Benefits to its members as set out herein

3. MEMBERSHIP

(a) Who:

All employees (except temporary employees) of Australian Paper Manufacturers Limited in New South Wales shall become members of the Fund, provided that within six weeks of entering the service of the Company they shall be medically examined by the Company's Medical Officer. The Committee shall then determine as to their eligibility to remain members of the Fund, and in cases of rejection they shall be refunded any monies they have contributed to the Fund.

The Committee may, at its discretion, accept as Restricted Members, employees suffering from conditions specified by the Company Medical Officer, which would otherwise debar them from membership; such Members to be excluded from benefits for any absence due to or arising from such specified conditions, but to be entitled to benefits for other conditions. After Restricted Membership for a minimum period of three (3) years, the Committee may grant full membership.

Salaried staff members of the Fund may be full members with the exception that no salaried staff member may receive sickness benefits from the Fund on top of or in lieu of weekly or monthly wages.

Demcon

Employees of Demcon may be admitted as full members of the Fund provided that levies in arrears are paid so as to maintain continuity of membership from 6/10/78.

(b) Exceptions:

Employee who are 60 years of age in the case of men and 55 years of age in the case of women when they enter the service of the Company shall not be qualified to be members of the Scheme.

(c) Salaried Staff Members:

Members of the salaried staff who are members of the "A.P.M. Sick and Accident Fund" at the time of the introduction of this Scheme and members of this Scheme who after their acceptance as members are transferred to the salaried staff will be permitted to remain members of the Scheme.

(d) Proof of Age:

The Committee may require the production of a birth certificate in respect of any member of the Fund.

(e) Membership Ceases:

Membership of the Fund will cease —

- (i) on the member leaving the employ of Australian Paper Manufacturers Limited.
- (ii) on expulsion from the Fund in accordance with the Rules.

(f) Unfinancial Members:

A member shall be unfinancial if his contributions are two weeks in arrears and unfinancial members shall not be entitled to benefits under the Scheme.

4.

CONTRIBUTIONS

The following weekly amounts shall be paid by each Member —

All members will contribute the same amount per week, irrespective of age or sex, such amount to be,	
Benefit Account	18c
Mortality Account	9c
Funeral Account	8c
Total	35c

Deductions:

Employee contributions will be deducted from pay, weekly; staff, monthly. Any member in receipt of payments from the Fund shall continue to pay contributions to the Fund and such contributions shall be deducted from the payments made.

5.

BENEFITS**(a) Sickness or Accident (Not Workers' Compensation):**

The following benefits shall be paid to Members absent as a result of sickness or accident not covered by Workers' Compensation or Award Sick Pay, and not in receipt of salary or wages from the Company.

Member with dependant wife	\$65 for 1st week absent
Member without dependant	\$50 for 1st week absent
Member in all cases	reverting to
	\$40 per week thereafter

(b) Workers' Compensation Absences:

Members absent as a result of an injury received whilst in the employ of the Company, and who are receiving payment under Workers' Compensation for such injury, but no other payment is received from the Company, shall receive a benefit of \$8.00 per week.

(c) Third Party Insurance Claims:

Where a member is unable to attend work due to an injury received whilst in the employ of the Company, and for which a claim for Third Party Insurance can be made, the said Member may at the discretion of the Committee receive payment at the Sickness Benefit rate in accordance with Rule 5 (a) provided that the Member agrees in writing, that all amounts so paid to him or her, shall be repayable to the Fund upon the Member receiving settlement under the said Third Party claim.

(d) X-Rays, Cardiographs, etc.

Members may be re-imbursed for the following services for themselves or their dependants as follows:—

X-Rays — Up to \$7.50 for each service. E.C.G. & E.E.G.
— up to \$7.50 for each service.

Deep Ray, X-Ray — Radiation Therapy — up to \$7.50 for

each treatment provided that the total payments for Deep Ray for a Member or his dependants shall not exceed \$25.00 in any 12 months. Payment will be made on production of the official hospital or doctor's receipt only. It must be clearly shown on the receipt what the payment is for.

Ambulance:

Members to be re-imbursed for one half ambulance fee for conveyance to hospital up to a **maximum of \$200** per annum for members or dependants on production of official ambulance receipt.

(e) Pathology:

Members may be re-imbursed up to \$7.50 for each Pathology Test provided that the total payments for each test for a member or his dependants shall not exceed \$25.00 in any 12 month period. Payment will be made on production of an original hospital or doctor's receipt and such receipt must be clearly marked as to the type of Pathology Test.

Claims for Refunds, X-Ray, Cardiographs and Pathology, etc.:

All claims for benefits under Clause (d) must be lodged with the Secretary of the Fund within twelve months of the service having been rendered.

(f) Funeral Benefit:

(i) A funeral benefit shall be payable from the fund to members or their dependants or to that person who undertakes to answer for the funeral expenses of the deceased. Provided that where a husband and wife are both members, then only one payment, whichever is the higher is to be made.

Payment is to be made as follows:—

Upon the death of a member or Honorary member	\$400
Upon the death of a member's wife	\$200
Upon the death of a member's child	\$120
Mortality fund payment to member	\$600
An honorary member as at 15th August, 1977 to receive existing benefit of	\$200

(ii) **DEPENDENTS** in respect of a single man or woman are his or her widowed mother, his or her sisters and/or brothers under the age of 16 years or any other persons who were, at the time of the death of the member, wholly or partly maintained or dependent by or upon such member.

(iii) **DEPENDENTS** in respect to a married man or woman are spouse, daughter-housekeeper, child under 16 years and student—i.e. children 16-21 years engaged in full-time studies and residing in N.S.W.

(iv) **HONORARY MEMBERS:** A member of the Fund who retires after ten (10) or more years continuous membership of the Fund, may at the absolute discretion of the Committee become an Honorary Member of the Fund.

Honorary membership may be granted by the Committee under the following conditions:—

- (1) Upon the Member reaching normal retiring age.
- (2) Upon the Member retiring due to health reasons which would qualify him or her for an Invalid Pension.
- (3) Upon the Member who within ten (10) years of reaching normal retiring age retires with Company approval and received Retiring Gratuity or Superannuation payment.
- (4) Provided that the Member who qualifies under paragraph 3 above, shall pay to the Mortality Account of the Fund an amount equal to that which he or she would have contributed, had his or her employment with A.P.M. Limited continued until normal retiring age.

Honorary membership shall qualify the Honorary Member to an entitlement only of the Fund Mortality Benefit subject to the following conditions:—

Upon the death of an Honorary Member of the Fund the sum of \$200 or \$400 shall be payable as a Mortality Benefit at the absolute discretion of the Committee to one of the following:—

- (1) To the next of kin of the late Honorary Member.
- (2) To the Estate of the late Honorary Member.
- (3) To the person responsible for the payment of the Funeral expenses of the late Honorary Member.

(g) **"Distress" Grants:**

Any member in distressed circumstances may apply to the fund for assistance and the Committee is empowered to provide such assistance up to the value of \$60 after consideration of the circumstances of each individual case.

(h) **Wreaths:**

In the event of the death of a Member or of a dependent of a Member, the Committee is empowered to purchase a floral tribute.

(i) **Minimum Service Periods:**

A Member of the Fund shall be required to have thirteen weeks' service with the Company, and shall have paid thirteen weeks' contributions to the Fund before he or she may be entitled to claim benefits from the Fund excepting those benefits provided under Rule 5, Clause (g).

A Member of the A.P.M. Security Plan—Sickness & Accident Fund who transfers in the employment of the Company or any of its subsidiaries to another State, shall immediately be eligible to receive benefits under the Sickness and Accident Fund applying in that State, provided that he has been a fully financial member of the Fund for 13 weeks in the State from which he is transferring and provided that he does not engage in other employment during the period of his transfer. Where members have less than 13 weeks' employment prior to such transfer, such period will be calculated as part of the qualifying period required by this sub clause.

(j) **Period of Benefit:**

- (i) Full benefits will be paid for a period of up to **thirty-nine weeks** in respect of sickness or accident. The Management Committee shall have the power

to continue to pay benefits at 2/3 of full benefits for a further period of thirteen weeks.

- (ii) A member who recovers his health sufficiently to permit his resumption of work but who within three months of such resumption is absent from work through illness, or because of accident shall receive an allowance for the period during which he has been absent from work as though he had been absent continuously, and shall not commence a new period of payment under Sub-Clause (i) above.

(k) **Claims — Doctor's Certificate — ALL Claims:**

Claims must be made in writing and signed by the Claimant. They must be accompanied by a doctor's certificate stating the nature of the illness or injury in respect of each claim made under the Scheme, and shall be lodged with the Secretary.

On the expiration of doctor's certificate, continuation certificates must be supplied. A doctor's certificate need not be supplied in respect of absences covered by workers' compensation.

Fresh claims in writing and accompanied by a doctor's certificate must be lodged with the Secretary in the manner set out above where members are absent because of a recurrence of an illness or injury in respect of which benefits have previously been paid.

A member being admitted to hospital shall be paid benefit on and from the day of admission to the day of discharge from hospital, provided the member lodges with the Secretary a written claim for benefit and a doctor's certificate, stating the nature of the illness or injury, and the period in hospital.

(l) **Claimants on Workers' Compensation**

Claimants covered by workers' Compensation should lodge their claims with the Secretary as soon as possible.

(m) **Absence — Three or More Days:**

A member must be absent from work for three clear working days as a result of the sickness or injury in respect

of which he is claiming before he may be entitled to receive benefits, and he must supply doctor's certificates to the satisfaction of the Committee thereafter in respect of that illness or accident.

(n) Notify Secretary — Resumption Work:

He or she must notify the Secretary in writing immediately on return to work.

(o) Medical Examination:

The Committee shall have the right to request a member to be examined by a doctor, such doctor to be named by the Committee. The fee for such an examination shall be paid from the Fund. Any member failing to carry out the Committee's wishes in this way shall be debarred from receiving benefits from the Scheme in respect of the particular illness or injury about which the examination is sought.

(p) Medical Referee:

In the event of there being disagreement between the opinion of the doctor nominated by the Committee, and that of the doctor attending the member, a medical referee, whose appointment shall be agreed to by both parties shall be consulted, and his decision shall be binding on both the Committee and the member. The fee of the referee shall be paid from the fund.

(q) Expulsion — Working and Receiving Benefit:

Any member accepting employment of any kind without the permission of the Committee while receiving benefits from the Fund shall be expelled and shall forfeit all claims against the Fund.

(r) Misconduct — To Receive Benefits:

Any member feigning sickness or reducing himself or herself to sickness through his or her own misconduct shall not be entitled to any benefits from the Fund, the decision of the Committee being final in such cases.

(s) Insanity:

No claims shall be made against the Fund in the cases of insanity.

(t) Members Convalescing in the Country:

A member ordered to the country while sick must forward to the Secretary a doctor's certificate stating the necessity for the change. He must also forward to the Secretary once each week a progress certificate signed by a doctor, police officer, Justice of the Peace, or other responsible person. The Committee shall have the right to waive this rule in exceptional cases.

(u) Benefit Collections:

No benefit or collection of any description for monetary assistance for any employee of the Company shall be conducted or taken up on the Company's premises unless authorised by the Committee.

(v) Power to Suspend or Expel:

The Committee of Management shall have the power to suspend or expel members from the Fund for breaches of any of the rules of the Fund. A member liable to suspension or expulsion shall be called upon to appear before the Committee to show cause why he or she should not be suspended or expelled from the Fund.

(w) Where a member is suffering from an illness or accident which, but for the benefits payable to him under this Scheme would entitle him to a pension or other allowance payable under the Social Services Consolidation Act or any amendment thereof, the Committee at its absolute discretion may vary the amount of the benefit paid so as not to exceed the maximum income allowable under the above act. In such case the total amount finally paid to the member or his dependents shall not be less than the total amount normally payable under sub-clause (a) hereof.

(x) Indoors — 7.30 p.m. to 6 a.m.

No sick member receiving benefits from the Fund shall leave his or her home before 6 a.m. or be out later than 7.30 p.m. without the permission of the Committee, unless he or she supplies a doctor's certificate stating that the member's health will not be adversely affected by being out at times other than those set out above. A member

contravening this rule shall not become entitled to any further payment from the Fund in respect of that claim.

(y) Intoxication:

Any member, whilst receiving benefits from the Fund who becomes intoxicated or frequents public houses or is engaged in having or doing anything which could, in the opinion of the Committee, retard his or her recovery, shall forfeit all claims against the Fund.

6. MANAGEMENT

(a) Committee:

The affairs of the Fund shall be controlled and attended to by a committee of management which will comprise two Management representatives, who will be the chairman — (the Personnel Superintendent for the N.S.W. area) — and the Treasurer — (an Accountant for the Company in the N.S.W. area) — and (seven elected representatives of the members together with the Secretary, who shall be appointed by the Company. (Six) of these representatives shall be elected from the members at the Botany Mill, and (one) shall be elected from the members of the Waste Paper Collection Department.

(b) Elections:

Elections will be by ballot and taken at the annual meeting of the Fund.

(c) Eligibility for Election:

All adult members shall be eligible for election to the Committee.

(d) Nominations:

Nominations shall be made in writing signed by the proposer and the nominee and shall be forwarded to the Secretary at least 7 days prior to the date of the election.

(e) Returning Officer:

There shall be a Returning Officer appointed by the Committee who shall supervise all arrangement for elections.

(f) Term of Office:

Elected members of the Committee shall hold office for twelve months or until the next Annual Meeting.

(g) Vacancies:

In the event of there being a vacancy on the Committee at any time, the remaining members of the Committee may appoint a successor until the next annual election date.

(h) Meetings:

The Committee shall meet at least once a month.

(i) Quorum:

A quorum shall consist of five members.

(j) Notice of General Meeting:

Notice of a general meeting shall be posted on notice boards not less than three days before the proposed date of such meeting.

(k) Quorum:

A quorum shall consist of twelve financial members of the Scheme.

(l) Simple Majority Decides:

All questions at meetings shall be decided by a majority of the members present, but in the case of equality of votes, the chairman shall have a casting vote.

(m) Auditors:

There shall be two auditors, one of whom shall be appointed at the annual general meeting of the Fund and the other of whom shall be appointed by the Company. Their duties shall be to examine the accounts and balance sheet for the year and or certify to their correctness or otherwise.

(n) Sick Visitors:

The Committee shall appoint sick visitors as required. It will be the function of a sick visitor to call on a member receiving benefits and to recommend to the Committee whether or not payment of benefits should be made or withheld.

(o) Indemnity:

Each officer and/or Committee member of the Fund, acting with due authority or under instructions on behalf of the Fund shall stand in the position of agent for all purposes within the objects of the Fund and shall be indemnified by the Fund, and all costs, losses and/or liabilities which any such Officer or Committee member may suffer or incur by reason of any contract entered into or act or thing done by him in any such capacity jointly or severally, shall be paid by and from the resources of the Fund.

(p) Secretary's Duties:

The Secretary shall attend meetings of the Fund and keep the books in a faithful manner. He will attend to sickness and accident claims and make payments on behalf of the Fund.

(q) Treasurer's Duties:

The Treasurer shall receive all moneys on account of the Fund and deposit them in such bank as the rules direct, and prepare a Balance Sheet for the Annual Meeting.

(r) Bank Account Operations:

Operations on the bank account shall be made by any two of the Chairman, Secretary and Treasurer signing conjointly.

7.**MEETINGS****(a) Committee:**

The Committee shall hold a meeting at least once a month to deal with all claims and pass accounts for payment.

(b) Annual:

The Fund's financial year shall extend from 1st January to 31st December, and the annual general meeting shall be held before the end of March in each year for the purpose of considering the annual accounts and the Committee Report. To elect the Management Committee for the ensuing

twelve months, and conduct such other business of which notice has been given in accordance with the rules.

(c) Special General — Chairman Calls:

The Chairman shall call a general meeting of members at any time he considers one necessary, and the place of meeting shall be decided by him. He must, however, give the members seven days' notice of the meeting and the purpose for which it has been called. A quorum shall comprise 12 or more financial members.

(d) Special Meeting — Members' Request:

Any twenty financial members can at any time request the Chairman in writing to call a special general meeting which shall be called within fourteen days after the receipt of such a request. All members shall be entitled to attend general meetings and shall be entitled to vote.

(e) Alteration to Rules:

The rules of the Fund shall only be altered or added to at a general meeting by a three-fourths majority vote of the members present and entitled to vote.

Notice of such intention to alter any rule must be posted on the Fund's Official Notice Board at least seven days prior to the date of meeting.

Notwithstanding the foregoing, no alteration or addition to any of the rules shall be valid unless the Company consents to such changes.

(f) Alterations to Contributions or Benefits:

Alterations to contributions by the members and alterations to the benefits may only be authorised by a three-fourths majority of members present and entitled to vote at a special general meeting.

8.**BANK ACCOUNT**

The moneys of the Fund shall be banked in the name of "A.P.M. Security Plan — Sickness and Accident Fund N.S.W." in the National Bank of Australia Limited, Botany Branch.

9. TRUSTEES

(a) Number:

The trustees shall be three in number.

(b) Who They are:

One trustee shall be called the appointed trustee, his appointment being made by Australian Paper Manufacturers Limited from time to time. He shall be the chairman of the trustees.

(c) One trustee shall be called the members' trustee, who shall for the time being, be elected by the members of the Fund. Elections will be held annually for the position of elected trustee; whilst the appointed trustee shall hold office at the pleasure of the Company or until he resigns. Should the appointed trustee cease to hold office, the Company shall appoint another trustee in his place.

(d) The third trustee shall be the Secretary.

(e) Replacing Trustees:

If the elected trustee dies or vacates office before the expiration of his term of office, the remaining trustees shall appoint a member to fill the vacancy until the next ordinary election date.

(f) Meetings:

The trustees shall meet at least once every six months. Two trustees may call a meeting by giving three day's notice in writing to the Secretary.

(g) Investment of Funds:

The trustees may invest the moneys of the Fund or any part thereof in any of the following ways with the consent of the Committee, or by a four-fifths majority of members present and entitled to vote in general meetings:

- (i) in the Commonwealth Savings Bank of Australia.
- (ii) in the public funds, or
- (iii) in the purchase of land or in the erection or alteration of offices or other buildings thereon, or
- (iv) in shares (preference or ordinary) or debentures of

Australian Paper Manufacturers Limited.

(v) in any other security expressly directed by the rules of the Fund not being personal security.

(h) Signatures:

With respect to all matters concerning the investment of the moneys of the Fund, the signatures of the Secretary and one of the other two trustees shall be necessary.

(i) Each of the trustees of the Fund, acting with due authority or under instruction on behalf of the Fund shall stand in the position of agent for all purposes within the objects of the Fund and shall be indemnified by the Fund, and all costs, losses and/or liabilities which any such trustee may suffer or incur by reason of any contract entered into or act or thing done by him in any such capacity jointly or severally, shall be paid by and from the resources of the Fund.

POINT CLARE COTTAGE:

Employees and Staff who are members of the Fund are entitled to use this facility.

The Cottage is divided into two fully equipped flats. Flat 1 accommodates two people, Flat 2 has accommodation for four people.

Facilities

- Boat (inboard motor)
- Jetty
- Barbecue
- Laundry with washing machine.

The following Rules apply:

1. Sick members have priority over all bookings. This is an absolute 1st preference.
2. Members not sick or convalescing have 2nd preference with priority to the member who books first.
3. Retired members of the Fund may use Point Clare once, after retiring. Additional bookings will be at the discretion of the Committee.

4. Staff people other than staff members of the Fund may apply to use Point Clare facilities. Bookings in this instance will be at the discretion of the Committee.

General Rules:

1. Permanent bookings will not be allowed.
2. Bookings may only be made by non sick or convalescing members between January and December of the current year.
3. Minimum period for bookings is 1 week.
Maximum period for bookings is 2 weeks.
Commencing 10 a.m. Saturday to 10 a.m. Saturday.
4. Members other than sick members may use Point Clare facilities **once** per year only.
5. Extensions of time may be requested but will be at the Committee's discretion.

Inventory:

An inventory of items is displayed in each flat. It is the member's responsibility to ensure that all items are intact on arrival and before leaving the premises.

The Caretaker has the right to check the inventory on departure of tenants.

Breakages:

All breakages of crockery and/or fixtures are to be reported to the Caretaker or a Committee member.

Committee Empowered:

To deal severely with any person who removes, interferes with or exchanges any article, appliance, fixture or item which is part of, or supplied within the flats or its surrounding property.

Visitors:

Members' visitors may remain for a meal or meals. They are **not permitted** to stay or sleep within the flats or camp on the property over any 1 night or nights.

Parking:

Parking space is provided for member tenants only. It is the member's responsibility to ensure that visitors do not park in the property.

Noise:

It is the member tenant's responsibility to ensure that he or his visitors do not create unnecessary noise or disturbance at any time, which could lead to complaints from nearby residents.

Use of Boat:

If both flats are occupied at any one time — member tenants will organise a suitable arrangement or roster for use of the boat.

Members are requested at all times to observe the Rules for Boat Use (fixed to the boat) AND TO CARRY OUT ONLY THOSE INSTRUCTIONS FOR MOTOR OPERATION LISTED ON THE INSTRUCTION SIGN.

UNDER NO CIRCUMSTANCES WILL ANY PERSON INTERFERE WITH, ALTER, OR MAKE ANY ADJUSTMENT TO THE MOTOR.

Members' Complaints:

Members should submit in writing to the Secretary of the Fund, within 14 days of returning from Point Clare any matter about which they are concerned. The Committee will investigate all such complaints and report back.

Caretaker:

The Caretaker — appointed by the Committee is the responsible person in charge at all times. He is empowered by the Committee to safeguard the premises and its facilities whilst it is being used or vacant.

Committee:

Committee members involved in working bees or required to carry out any repair shall if necessary have preference over other members to occupy the premises to carry out such work.

Penalties:

Any member of the Fund who disregards or breaks any Rule may be dealt with by the Committee. The Committee may require members in this instance to appear before the Committee.

SECURITY OF EMPLOYMENT

Most of the awards under which employees in the mills work provide for one week's notice of termination of employment. The Company has now voluntarily increased its obligation in this respect for all employees who have completed two years or more of service and they will be entitled as from 1st January, 1948, to receive notice of termination of service in accordance with the following scale:—

**Notice of
Termination
of Service**

Employees with 2 years' service and up to 4 years	1 month
Employees with 4 years' service and up to 6 years	2 months
Employees with 6 years' service and up to 10 years	3 months
Employees with 10 years' service and up to 15 years	6 months
Employees with 15 years' service or over ...	12 months

The above scale will apply to all employees subject to the following exceptions:—

1. The right of the Company to dismiss in accordance with the terms of the appropriate award in cases of neglect of duty or misconduct.
2. Where employees are absent from work as a result of strike action taken by employees in the industry or in other industries on which the Company is dependent.

When the Retirement Age of 60 for women and 65 for men is reached, the arrangement for long notice will cease.



ASIC

Australian Securities & Investments Commission

31

Result List

Extracted from ASIC's database at AEST 15:06:20 on 25/10/2023

Search Filters	
Keyword:	demcon
Category:	Organisations & Business Names

-A maximum of 100 results are displayed on the result list-

Name (*indicates former name)	Number	Type	Status	Address
DEMCON	WA 8368672A	Business Name	Cancelled	
DEMCON PTY LTD	ACN 002 710 581	Australian Proprietary Company	Deregistered	
DEMCON PTY LTD	ACN 164 026 608	Australian Proprietary Company	Registered	ST ANDREWS NSW 2566
DEMCON PTY. LIMITE D	ACN 079 848 623	Australian Proprietary Company	Deregistered	
* DEMCON PTY LTD	ACN 124 190 352	Australian Proprietary Company	Registered	ST ANDREWS NSW 2566
DEMCON AUSTRALIA PTY LTD	ACN 108 424 004	Australian Proprietary Company	Under External Administration	GLADSTONE PARK VIC 3043
DEMCON CONSTRUCTION		Business Name	Registered	
DEMCON CONSULTANCY PTY LTD	ACN 162 391 157	Australian Proprietary Company	Deregistered	
DEMCON FORMWORK	NSW BN97700380	Business Name	Cancelled	
DEMCON GROUP PTY LTD	ACN 637 917 401	Australian Proprietary Company	Deregistered	
DEMCON GROUP PTY LTD	ACN 663 392 274	Australian Proprietary Company	Registered	SYDNEY NSW 2000
DEMCON QLD		Business Name	Cancelled	
DEMCON QLD PTY LTD	ACN 651 571 649	Australian Proprietary Company	Registered	FORTITUDE VALLEY QLD 4006
* FARRELL DEMCON PTY. LTD.	ACN 006 968 529	Australian Proprietary Company	Deregistered	
DEMCON HOMES PTY LIMITED	ACN 655 326 873	Australian Proprietary Company	Registered	GLADSTONE PARK VIC 3043
DEMCON SERVICES		Business Name	Cancelled	
DEMCON & MOUNSEY	WA 0019892H	Business Name	Cancelled	
DEMCON PLANT HIRE PTY LIMITED	ACN 124 190 352	Australian Proprietary Company	Registered	ST ANDREWS NSW 2566
M.D. DEM-CON	VIC 1324355L	Business Name	Cancelled	
M.D. DEM-CON PTY LTD	ACN 078 458 492	Australian Proprietary Company	Deregistered	
DEMCON HOLDINGS (VIC) PTY LIMITED	ACN 655 091 446	Australian Proprietary Company	Registered	GLADSTONE PARK VIC 3043
* DEMCON DEMOLITION & EARTHMOVING PTY LTD	ACN 087 127 482	Australian Proprietary Company	Deregistered	

ASIC EXTRACT SNAPSHOT		CURRENT ORGANISATION DETAILS	
Date Extracted	25/10/2023	Start Date	02/08/2019
ACN	000 017 372	Name	AMCOR PTY LTD
ABN	62 000 017 372	Name Start Date	02/08/2019
Current Name	AMCOR PTY LTD	Status	Registered
Registered In	New South Wales	Type	Australian Proprietary Company
Registration Date	27/11/1926	Class	Limited By Shares
Review Date	27/11/2023	Sub Class	Proprietary Company
Company Type	ACN (Australian Company Number)	Disclosing Entity	Yes
Current Directors	3		
Current Secretaries	1		

Share Structure (Displaying Top 4 Only)

Go to Full ASIC Results

Class	Class Type	Shares Issued	Amount Paid
ORD	ORDINARY SHARES	1143822953	\$2,262,752,603.00

(creditor)watch - Credit Score (639)

Go to Full Credit Report

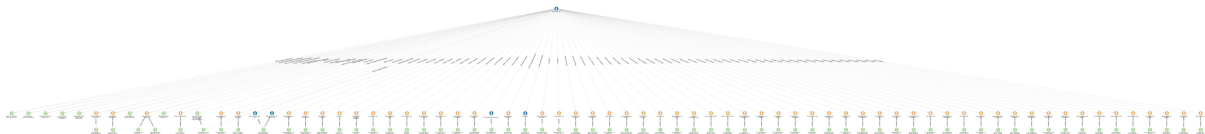


Risk Data Summary

Court Judgments	0	Payment Defaults	0	Insolvency Notices	0	Mercantile Enquiries	0	Credit Enquiries	253
-----------------	---	------------------	---	--------------------	---	----------------------	---	------------------	-----

REVEAL - Company Visualisation

Go to full workspace



ASIC Data Extracted 25/10/2023 at 15:33

This extract contains information derived from the Australian Securities and Investment Commission's (ASIC) database under section 1274A of the Corporations Act 2001. Please advise ASIC of any error or omission which you may identify.

- 000 017 372 AMCOR PTY LTD -

ACN (Australian Company Number): 000 017 372
ABN: 62 000 017 372
Current Name: AMCOR PTY LTD
Registered in: New South Wales
Registration Date: 27/11/1926
Previous State Number: 01061408
Review Date: 27/11/2023
Company Bounded By:

**Document
No.**

- Current Organisation Details -

Name: AMCOR PTY LTD
Name Start Date: 02/08/2019
Status: Registered
Type: Australian Proprietary Company
Class: Limited By Shares
Sub Class: Proprietary Company
Disclosing Entity: YES

030586608

- Former Organisation Details from 01/05/1986 to 01/08/2019 -

Name: AMCOR LTD
Name Start Date: 01/05/1986
Status: Registered
Type: Australian Public Company
Class: Limited By Shares
Sub Class: Listed Public Company

- Former Organisation Details from 01/11/1984 to 30/04/1986 -

Name: APM LTD
Name Start Date: 01/11/1984
Status: Registered
Type: Australian Public Company
Class: Limited By Shares

Sub Class: Unknown

- Former Organisation Details from 27/11/1926 to 31/10/1984 -

Name: AUSTRALIAN PAPER MANUFACTURERS LTD
 Name Start Date: //
 Status: Registered
 Type: Australian Public Company
 Class: Limited By Shares
 Sub Class: Unknown

- Company Addresses -

- Registered Office

3E5251533

Address: LEVEL 11 60 CITY ROAD SOUTHBANK VIC 3006
 Start Date: 25/07/2017

- Previous Registered Office

7E1837844

Address: G 109-133 BURWOOD ROAD HAWTHORN VIC 3122
 Start Date: 10/10/2008
 Cease Date: 24/07/2017

- Previous Registered Office

012599529

Address: 679 VICTORIA STREET ABBOTSFORD VIC 3067
 Start Date: 09/07/1998
 Cease Date: 09/10/2008

- Previous Registered Office

003689733

Address: 23RD FL SOUTHGATE - TOWER EAST 40 CITY ROAD SOUTH MELBOURNE VIC 3205
 Start Date: 07/12/1992
 Cease Date: 08/07/1998

- Previous Registered Office

001025982

Address: AMCOR BUILDING SOUTH GATE SOUTH MELBOURNE VIC 3205
 Start Date: 11/03/1991
 Cease Date: 06/12/1992

- Previous Registered Office

Address: 1891 BOTANY ROAD MATRAVILLE NSW 2036
 Start Date: 01/06/1990
 Cease Date: 10/03/1991

- Previous Registered Office

Address: MCCAULEY STREET MATRAVILLE NSW 2036
 Start Date: //
 Cease Date: 31/05/1990

- Principal Place of Business

3E5251529

Address: LEVEL 11 60 CITY ROAD SOUTHBANK VIC 3006
 Start Date: 03/07/2017

- Previous Principal Place of Business

7E1837844

Address: G 109-133 BURWOOD ROAD HAWTHORN VIC 3122
Start Date: 06/10/2008
Cease Date: 02/07/2017

- Previous Principal Place of Business

00001737I

Address: 679 VICTORIA STREET ABBOTSFORD VIC 3067
Start Date: 29/06/1998
Cease Date: 05/10/2008

(AR 1998)

- Previous Principal Place of Business

00001737D

Address: LEVEL 23 TOWER EAST SOUTHGATE 40 CITY ROAD SOUTH MELBOURNE VIC 3205
Start Date: 30/06/1993
Cease Date: 28/06/1998

(AR 1993)

- Previous Principal Place of Business

00001737B

Address: AMCOR BUILDING SOUTH GATE SOUTH MELBOURNE VIC 3205
Start Date: 04/11/1991
Cease Date: 29/06/1993

(AR 1991)

- Previous Principal Place of Business

000300113

Address: AMCOR BLD SOUTH GATE SOUTH MELBOURNE VIC 3205
Start Date: 31/12/1990
Cease Date: 03/11/1991

(AR 1990)

- Company Officers -**Note:**

A date or address shown as UNKNOWN has not been updated since ASIC took over the records in 1991. For details, order the appropriate historical state or territory documents, available in microfiche or paper format.

* Check documents listed under ASIC Documents Received for recent changes.

Previous Previous Executive Officer

Name: STANLEY DAVID MARTIN WALLIS
Address: 41 MONOMEATH AVENUE CANTERBURY VIC 3126
Birth Details: 23/07/1939 MELBOURNE VIC
Appointment Date: 26/09/1977
Cease Date: 08/12/1995

Director

Name: ARTHUR RAYMOND SORENSEN
Address: 24 ROSSLYN STREET HAWTHORN EAST VIC 3123
Birth Details: 05/05/1972 BUNDABERG QLD
Appointment Date: 27/08/2019
Cease Date: //

0ESV07736

Name: ANTHONY NORMAN AVITABILE

1ERT28315

Address: 56A ANDREW STREET NORTHCOTE VIC 3070
Birth Details: 06/07/1964 MELBOURNE VIC
Appointment Date: 18/06/2019
Cease Date: //

Name: TRACEY ROSS DAY 1EVG15707
Address: 480 GORE STREET FITZROY VIC 3065
Birth Details: 13/11/1969 ST AUSTELL UNITED KINGDOM
Appointment Date: 11/06/2019
Cease Date: //

Previous Director

Name: GARRY THOMAS NOONAN 2EEE32631
Address: 1 CAMBRIDGE WYND SORRENTO VIC 3943
Birth Details: 21/09/1962 LONDON UNITED KINGDOM
Appointment Date: 11/06/2019
Cease Date: 31/03/2021

Name: JULIE FRANCES MCPHERSON 0ENT39935
Address: UNIT 1 103 MATHOURA ROAD TOORAK VIC 3142
Birth Details: 23/09/1954 SYDNEY NSW
Appointment Date: 11/06/2019
Cease Date: 13/09/2019

Name: JEREMY LEIGH SUTCLIFFE 1E5933542
Address: 26 PRINCE ALBERT STREET MOSMAN NSW 2088
Birth Details: 13/08/1957 YEOVIL UNITED KINGDOM
Appointment Date: 22/10/2009
Cease Date: 11/06/2019

Name: ARMIN MEYER 1E6444451
Address: PFLUGSTEINSTR. 45 CH 8703 ERLNBACH SWITZERLAND
Birth Details: 25/07/1949 ZURICH SWITZERLAND
Appointment Date: 20/04/2010
Cease Date: 11/06/2019

Name: GRAEME RICHARD LIEBELT 1E8262166
Address: UNIT 1101 9 PORTER STREET HAWTHORN EAST VIC 3123
Birth Details: 02/03/1954 MT GAMBIER SA
Appointment Date: 01/04/2012
Cease Date: 11/06/2019

Name: PAUL VINCENT BRASHER 2E0145221
Address: UNIT 901 196 ALBERT ROAD SOUTH MELBOURNE VIC 3205

Birth Details: 19/07/1950 MELBOURNE VIC
Appointment Date: 01/01/2014
Cease Date: 11/06/2019

Name: EVA CHENG 2E0754223
Address: NO. 5 MORETON TERRACE CAUSEWAY BAY HONG KONG HONG KONG
Birth Details: 26/10/1952 HONG KONG HONG KONG
Appointment Date: 02/06/2014
Cease Date: 11/06/2019

Name: RONALD STEPHEN DELIA 2E4501683
Address: IM BROELBERG 22 KILCHBERG SWITZERLAND
Birth Details: 12/07/1971 NEW JERSEY UNITED STATES
Appointment Date: 17/04/2015
Cease Date: 11/06/2019

Name: NICHOLAS THOMPSON LONG 3E4155832
Address: 3618 TUXEDO ROAD NW ATLANTA UNITED STATES
Birth Details: 13/12/1958 RALEIGH, NC UNITED STATES
Appointment Date: 15/06/2017
Cease Date: 11/06/2019

Name: KAREN JANE GUERRA 0EDA60267
Address: PRACETA ZECA AFONSO, 4, 5E FIGUEIRA DA FOZ PORTUGAL
Birth Details: 24/03/1956 ENFIELD UNITED KINGDOM
Appointment Date: 20/04/2010
Cease Date: 11/06/2019

Name: JOHN GORDON THORN 021005860
Address: 17 THYRA ROAD PALM BEACH NSW 2108
Birth Details: 28/06/1948 SYDNEY NSW
Appointment Date: 08/12/2004
Cease Date: 01/11/2017

Name: KENNETH NORMAN MACKENZIE 1E9712111
Address: BHP BILLITON '(KENNETH MACKENZIE)' LEVEL 18 171 COLLINS STREET
 MELBOURNE VIC 3000
Birth Details: 10/03/1964 MONTREAL CANADA
Appointment Date: 01/07/2005
Cease Date: 17/04/2015

Name: CHRISTOPHER IVAN ROBERTS 014984043
Address: 26 JULIAN STREET MOSMAN NSW 2088
Birth Details: 16/12/1944 WARMINSTER UNITED KINGDOM
Appointment Date: 19/02/1999
Cease Date: 17/12/2013

Name:	GEORGE JOHN PIZZEY	7E1562229
Address:	UNIT 2902 368 ST KILDA ROAD MELBOURNE VIC 3004	
Birth Details:	28/07/1945 MELBOURNE VIC	
Appointment Date:	23/09/2003	
Cease Date:	17/12/2013	
Name:	JENNIFER ANNE SEABROOK	1E7961406
Address:	29 AIRLIE STREET CLAREMONT WA 6010	
Birth Details:	19/01/1957 KATANNING WA	
Appointment Date:	01/12/2011	
Cease Date:	03/07/2012	
Name:	ERNEST JOHN JAMES POPE	7E0532118
Address:	36 THE SCARP CASTLECRAG NSW 2068	
Birth Details:	22/12/1946 MELBOURNE VIC	
Appointment Date:	27/10/2005	
Cease Date:	20/10/2011	
Name:	GEOFFREY ALLAN TOMLINSON	7E0671475
Address:	'(UB 3350)' LEVEL 3 800 BOURKE STREET DOCKLANDS VIC 3008	
Birth Details:	13/09/1947 SUBIACO WA	
Appointment Date:	11/03/1999	
Cease Date:	20/04/2010	
Name:	RONALD KEITH BARTON	015918842
Address:	77 CASTLE CIRCUIT SEAFORTH NSW 2092	
Birth Details:	11/04/1940 BRISBANE QLD	
Appointment Date:	19/11/1999	
Cease Date:	22/10/2009	
Name:	ELIZABETH ANNE ALEXANDER	005820682
Address:	52 POWLETT STREET EAST MELBOURNE VIC 3002	
Birth Details:	16/04/1943 MELBOURNE VIC	
Appointment Date:	14/04/1994	
Cease Date:	27/10/2005	
Name:	DAVID CHARLES KEITH ALLEN	020084391
Address:	'AGL CENTRE CNR PACIFIC HIGHWAY &' WALKER STREET NORTH SYDNEY NSW 2060	
Birth Details:	03/04/1936 HARROW UNITED KINGDOM	
Appointment Date:	02/09/1996	
Cease Date:	27/10/2005	
Name:	RUSSELL HAYDN JONES	013989438
Address:	46 MONOMEATH AVENUE CANTERBURY VIC 3126	
Birth Details:	24/03/1947 MELBOURNE VIC	

Appointment Date:	01/04/1998	
Cease Date:	07/12/2004	
Name:	TOMMIE CARL-ERIK BERGMAN	013746653
Address:	33 MANDOLONG ROAD MOSMAN NSW 2088	
Birth Details:	08/06/1945 ANGELHOLM SWEDEN	
Appointment Date:	05/12/1997	
Cease Date:	23/10/2003	
Name:	ROSS CAMERON	002844814
Address:	20 CLIFTON STREET RICHMOND VIC 3121	
Birth Details:	13/06/1931 SHEPPARTON VIC	
Appointment Date:	21/10/1988	
Cease Date:	11/06/2001	
Name:	STANLEY DAVID MARTIN WALLIS	013442836
Address:	3 KINGSTON STREET MALVERN EAST VIC 3145	
Birth Details:	23/07/1939 MELBOURNE VIC	
Appointment Date:	01/07/1975	
Cease Date:	15/12/2000	
Name:	DAVID EDWARD MEIKLEJOHN	004752859
Address:	23 CHIVERS ROAD TEMPLESTOWE VIC 3106	
Birth Details:	22/01/1942 MARYBOROUGH QLD	
Appointment Date:	01/07/1985	
Cease Date:	18/04/2000	
Name:	NEIL REX CLARK	004217954
Address:	6 NICHOLSON AVENUE MOUNT WAVERLEY VIC 3149	
Birth Details:	09/07/1929 SYDNEY NSW	
Appointment Date:	03/06/1993	
Cease Date:	15/07/1999	
Name:	BRIAN THORLEY LOTON	012367194
Address:	3 HIGHGATE HILL TOORAK VIC 3142	
Birth Details:	17/05/1929 PERTH WA	
Appointment Date:	20/01/1992	
Cease Date:	18/05/1999	
Name:	ZYGMUNT EDWARD SWITKOWSKI	009655429
Address:	13 YAR ORRONG ROAD TOORAK VIC 3142	
Birth Details:	21/06/1948 RHEINE GERMANY	
Appointment Date:	01/07/1995	
Cease Date:	11/03/1999	
Name:	RODNEY TURNER HALSTEAD	011851006

Address: 102C CAMERON STREET EDGECLIFF NSW 2027
Birth Details: 04/03/1943 SYDNEY NSW
Appointment Date: 14/04/1994
Cease Date: 11/12/1998

Name: DONALD BRUCE MACFARLANE 011197879
Address: 37 CARDIGAN PLACE ALBERT PARK VIC 3206
Birth Details: 25/07/1939 SYDNEY NSW
Appointment Date: 01/07/1993
Cease Date: 01/04/1998

Name: GARRY RICHARD RINGWOOD 005820682
Address: 62 GLYNDON ROAD CAMBERWELL VIC 3124
Birth Details: 08/11/1947 SYDNEY NSW
Appointment Date: 01/07/1993
Cease Date: 31/01/1998

Name: ATHOL DENNIS LAPTHORNE
Address: 20 FAIRLIE COURT SOUTH YARRA VIC 3141
Birth Details: 21/05/1927 KELLERBERRIN WA
Appointment Date: 01/01/1973
Cease Date: 08/05/1997

Name: MORRISH ALEXANDER BESLEY 010465123
Address: 5 AVON STREET CAMMERAY NSW 2062
Birth Details: 14/03/1927 NEW PLYMOUTH NEW ZEALAND
Appointment Date: 06/03/1985
Cease Date: 10/04/1997

Name: IAN ERNEST WEBBER
Address: 220 STANLEY STREET NORTH ADELAIDE SA 5006
Birth Details: 20/05/1935 MELBOURNE VIC
Appointment Date: 19/02/1985
Cease Date: 02/06/1994

Name: LEONARD NOEL PRICE
Address: 18 LONGSTAFF STREET IVANHOE EAST VIC 3079
Birth Details: 24/12/1923 MELBOURNE VIC
Appointment Date: 06/07/1982
Cease Date: 10/02/1994

Name: BRIAN SCOTT INGLIS 00001737B
Address: 10 BOWLEY AVENUE BALWYN VIC 3103 (AR 1991)
Birth Details: 03/01/1924 ADELAIDE SA
Appointment Date: 09/03/1984
Cease Date: 10/02/1994

Name: JOHN BERNARD GOUGH
Address: 11 DOUGLAS STREET TOORAK VIC 3142
Birth Details: 22/08/1928 MELBOURNE VIC
Appointment Date: 17/08/1983
Cease Date: 30/10/1992

Name: BRUCE ROWCLIFFE REDPATH
Address: 9 FIFTH STREET BLACK ROCK VIC 3193
Birth Details: 14/09/1919 BENDIGO VIC
Appointment Date: 19/02/1985
Cease Date: 24/10/1991

Name: AYLWIN STUART LESLIE
Address: 5 STRADBROKE AVENUE TOORAK VIC 3142
Birth Details: 31/03/1921 MELBOURNE VIC
Appointment Date: 25/10/1972
Cease Date: 03/05/1991

Name: IMRE PATRICK LELE
Address: 16 STUDLEY AVENUE KEW VIC 3101
Birth Details: 27/06/1944 NAGYSZOLLOS HUNGARY
Appointment Date: //
Cease Date: 29/06/1990

Name: ALAN DAVID SKURRIE
Address: UNIT 4 3 ST GEORGES ROAD TOORAK VIC 3142
Birth Details: 30/05/1917 MELBOURNE VIC
Appointment Date: //
Cease Date: 02/06/1989

Name: HUGH THOMSON ROGERS
Address: 19 LINUM STREET BLACKBURN VIC 3130
Birth Details: 21/02/1917 BENDIGO VIC
Appointment Date: //
Cease Date: 03/03/1989

Secretary

Name: ANTHONY NORMAN AVITABILE
Address: 56A ANDREW STREET NORTHCOTE VIC 3070
Birth Details: 06/07/1964 MELBOURNE VIC
Appointment Date: 14/03/2023
Cease Date: //

3EWL76768

Previous Secretary

Name:	JULIE FRANCES MCPHERSON	1E8818158
Address:	UNIT 1 103 MATHOURA ROAD TOORAK VIC 3142	
Birth Details:	23/09/1954 SYDNEY NSW	
Appointment Date:	30/04/2005	
Cease Date:	13/09/2019	
Name:	RYAN MARK HELLMAN	2E7199109
Address:	UNIT 15 99 ALMA ROAD ST KILDA EAST VIC 3183	
Birth Details:	24/09/1984 JOHANNESBURG SOUTH AFRICA	
Appointment Date:	12/12/2016	
Cease Date:	02/11/2018	
Name:	REBECCA LOUISE FARRELL	2E4501668
Address:	BAHNHOFSTRASSE 97 RUSCHLIKON SWITZERLAND	
Birth Details:	25/04/1974 MELBOURNE VIC	
Appointment Date:	06/12/2013	
Cease Date:	27/01/2017	
Name:	ANN LOUISE STUBBINGS	1E7853522
Address:	434 PURVES ROAD MAIN RIDGE VIC 3928	
Birth Details:	25/03/1965 MELBOURNE VIC	
Appointment Date:	12/02/2009	
Cease Date:	06/12/2013	
Name:	PAUL JAMES CONNOLLY	7E1411644
Address:	28 BEACONSFIELD ROAD HAWTHORN EAST VIC 3123	
Birth Details:	02/11/1947 MELBOURNE VIC	
Appointment Date:	14/12/2007	
Cease Date:	12/02/2009	
Name:	BERT GUY	020006947
Address:	UNIT 1 11 GRANDVIEW AVENUE GLEN IRIS VIC 3146	
Birth Details:	04/01/1944 SANDRINGHAM VIC	
Appointment Date:	03/06/1993	
Cease Date:	30/04/2005	
Name:	CHRISTOPHER STANIFORTH RICKETSON	012760123
Address:	2 IAN STREET BALWYN VIC 3103	
Birth Details:	21/03/1950 ARMADALE VIC	
Appointment Date:	06/02/1997	
Cease Date:	03/12/2004	
Name:	IAN BLAIR LOWRY	
Address:	3 PARSLOW STREET MALVERN VIC 3144	
Birth Details:	21/06/1943 MELBOURNE VIC	

Appointment Date: 16/08/1985
Cease Date: 12/11/1998

Name: PETER RADCLIFFE BLACK 002844814
Address: 23 STEVENSON STREET KEW VIC 3101
Birth Details: 04/09/1943 CHRISTCHURCH NEW ZEALAND
Appointment Date: 27/02/1992
Cease Date: 06/02/1997

Name: DAVID SOLOMON 008967653
Address: 73 ROWELL AVENUE CAMBERWELL VIC 3124
Birth Details: 05/01/1955 NEW DELHI INDIA
Appointment Date: 02/03/1995
Cease Date: 06/02/1997

Name: BRIAN DOUGLAS STUART CANNING 010655306
Address: 24 TURNER STREET MALVERN EAST VIC 3145
Birth Details: 15/02/1944 JOHANNESBURG SOUTH AFRICA
Appointment Date: 07/09/1995
Cease Date: 06/02/1997

Name: KENNETH CHRISTIE MUIR
Address: 12 SHARON STREET DONCASTER VIC 3108
Birth Details: 31/01/1934 HAMILTON VIC
Appointment Date: 16/08/1985
Cease Date: 02/02/1996

Name: PAUL HAMILTON HOOKWAY
Address: 22 MORELLA ROAD MOSMAN NSW 2088
Birth Details: 17/03/1940 NEWCASTLE NSW
Appointment Date: 05/06/1987
Cease Date: 28/02/1991

Name: RONALD ARTHUR MANZIE
Address: 1 CRESWICK STREET GLEN WAVERLEY VIC 3150
Birth Details: 19/09/1934 MELBOURNE VIC
Appointment Date: //
Cease Date: 05/06/1989

Appointed Auditor

Name: 083 021 514 PRICEWATERHOUSECOOPERS 025119748
Address: 'FRESHWATER PLACE' 2 SOUTHBANK BOULEVARD SOUTHBANK VIC 3006 (FR 2008)
Appointment Date: 24/10/2007
Cease Date: //

Abn: 52 780 433 757

Previous Appointed Auditor

Name: JOHN WILLIAM NICHOLLS 019635503
Address: KPMG KPMG HOUSE LEVEL 4 161 COLLINS STREET MELBOURNE VIC 3000 (FR 2003)
Birth Details:
Appointment Date: //
Cease Date: 12/09/2007

- Share Structure -

Current

Class: ORDINARY SHARES 1M0037168
Number of Shares Issued: 1143822953
Total Amount Paid / Taken to be Paid: \$2,262,752,603.00
Total Amount Due and Payable: \$0.00

Note:

For each class of shares issued by a company, ASIC records the details of the twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

- Share/Interest Holding -

Current

- Holding -

Class: ORD **Number Held:** 1143822953 1M0037168
Beneficially Owned: Yes **Fully Paid:** Yes

- Members -

Name: ARP LATAM HOLDCO LTD
ACN:
Address: 83 TOWER ROAD NORTH WARMLEY BRISTOL BS30 8XP UNITED KINGDOM
Joint Holding: No

Ceased/Former

- Holding -

Class:	ORD	Number Held:	810698893	7EAQ63081
Beneficially Owned:	Yes	Fully Paid:	Yes	

- Members -

Name:	AMCOR PLC
ACN:	630 385 278
Address:	3RD FLOOR 44 ESPLANADE ST HELIER JE4 9WG JERSEY
Joint Holding:	No

- Holding -

Class:	ORD	Number Held:	347442383	7EAQ63081
Beneficially Owned:	Yes	Fully Paid:	Yes	

- Members -

Name:	ARP NORTH AMERICA HOLDCO LTD
ACN:	
Address:	83 TOWER ROAD NORTH WARMLEY BRISTOL BS30 8XP UNITED KINGDOM
Joint Holding:	No

- External Administration Documents -

[There are no external administration documents held for this organisation.](#)

- Charges -**Notes:**

On 30 January 2012, the Personal Property Securities Register (PPS Register) commenced.
 At that time ASIC transferred all details of current charges to the PPS Registrar.
 ASIC can only provide details of satisfied charges prior to that date.
 Details of current charges, or charge satisfied since 30 January 2012 can be found on the PPS Register, www.ppsr.gov.au.
 InfoTrack may cap documents for on-file searches to 250.

ASIC Charge Number:	355111	Status:	Satisfied
Date and time Registered:	29/08/1927 00:01	Fixed/Floating:	
Date Created:	01/08/1927 00:00	Pre-ASIC Charge No:	133763
Chargee:	123 123 124 COMMONWEALTH BANK OF AUSTRALIA		

Documents Received

Form Type	Description	Date Lodged	Processed	No. Pages	Document No.
-----------	-------------	-------------	-----------	-----------	--------------

ASIC Charge Number:	355112	Status:	Satisfied
Date and time Registered:	30/08/1927 00:01	Fixed/Floating:	
Date Created:	01/08/1927 00:00	Pre-ASIC Charge No:	133824

Chargee: 057 373 056 THE SOLICITOR FOR THE AFFAIRS OF HIS MAJESTY'S TREASURY

Documents Received

Form Type	Description	Date Lodged	Processed	No. Pages	Document No.
ASIC Charge Number:	355113		Status:	Satisfied	
Date and time Registered:	31/07/1945 00:01		Fixed/Floating:		
Date Created:	02/07/1945 00:00		Pre-ASIC Charge No:	160429	
Chargee:	004 023 223 TEA (1983) LIMITED				

Documents Received

Form Type	Description	Date Lodged	Processed	No. Pages	Document No.
ASIC Charge Number:	355114		Status:	Satisfied	
Date and time Registered:	17/09/1968 00:01		Fixed/Floating:		
Date Created:	05/09/1968 00:00		Pre-ASIC Charge No:	539615	
Chargee:	004 027 258 PERPETUAL TRUSTEES VICTORIA LIMITED				

Documents Received

Form Type	Description	Date Lodged	Processed	No. Pages	Document No.
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- Document List -

Notes:

- * Documents already listed under Registered Charges are not repeated here.
- * Data from Documents with no Date Processed are not included in this Extract.
- * Documents with '0' pages have not yet been imaged and are not available via DOCIMAGE. Imaging takes approximately 2 weeks from date of lodgement.
- * The document list for a current/historical extract will be limited unless you requested ALL documents for this extract.
- * In certain circumstances documents may be capped at 250.

Form Type	Date Received	Date Processed	No. Pages	Effective Date	Document No.
C5	//	//	3	//	002747993
C5	CHARGE REGISTER CARD				
C5	//	//	3	//	002747993
C5	CHARGE REGISTER CARD				
C5	//	//	3	//	002747993
C5	CHARGE REGISTER CARD				
C4	//	//	1	//	002747995

Orora Paper Mill - Botany

Statement of Environmental Effects – B7 Reel Store Demolition & Extension of Noise Barrier

Client:
Orora Limited

Date:
4 June 2018

Final

Contact:**Linda Rodriguez**

Linda.rodriguez@elton.com.au
02 9367 2600

Sydney**02 9387 2600**

Level 6
332 – 342 Oxford Street
Bondi Junction NSW 2022

www.elton.com.au

consulting@elton.com.au
Sydney | Canberra | Darwin
ABN 56 003 853 101

Prepared by	Linda Rodriguez
Reviewed by	Robert Bennett
Date	4 June 2018
Document name	Orora Paper Mill - Section 4.55 Statement of Environmental Effects
Version	Final

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1 Introduction

1.1 Purpose of this document

This Statement of Environmental Effects (SEE) is submitted to support an application to modify Development Consent issued under MP 05_0120 for the construction and operation of a new paper mill at 1891 Botany Road, Matraville (the site).

The application is made pursuant to Section 4.55(1A) of the *Environmental Planning and Assessment Act, 1979* (EP&A Act) and is submitted to the Department of Planning and Environment (DPE) on behalf of Orora Limited (Orora) – The Applicant

The modification seeks approval for:

- » The staged demolition of the B7 Reel Store Building and two smaller adjoining buildings
- » The staged extension of the existing noise barrier along the north-eastern boundary
- » Deletion of Condition 13C(a) which reads as follows;

13C. Prior to the commencement of operations, the Proponent shall ensure that all of the following noise mitigation controls are implemented:

- a) retention and redesign of the B7 reel store to provide acoustic shielding;*

There is minimal environmental impact arising from this modification as justified in this report and the development consent as modified will relate to substantially the same development as the development for which consent was originally granted.

The SEE has been prepared in accordance with the requirements of the EP&A Act, Division 12 of the *Environmental Planning and Assessment Regulation 2000* (EP&A Reg) as well as the requirements of the DPE and is to be read in conjunction with the following supporting plans and documentation:

Table 1 Accompanying plans and documents

Name/Reference	Author	Date
Detail Plan Ref: S23958 - Existing Noise Barrier	Orora	29 May 2018
Detail Plan Ref: S23959 Rev A – Stage 1 Noise Barrier Extension	Orora	29 May 2018
Detail Plan Ref: S23960 Rev A – Stage 2 Noise Barrier Extension	Orora	29 May 2018
Detail Plan Ref: S23961 – B7 Boundary Noise Barrier Demo Program B7 Building & Reel Store Hidden	Orora	29 March 2018
00A – S15733 – B7 Reel Store Floor Plan & Elevation Demolition and Installation	Orora	01/09
Technical Note – Measured Noise Levels – Orora Quarterly Monitoring	Hutchison Weller	19 March 2018
B7 Reel Store – Noise Management Strategy	Hutchison Weller	3 April 2018
Technical Note – Description of Noise Impacts	Hutchison Weller	9 April 2018
Orora Noise Barrier Consultation Report	Elton Consulting	20 April 2018

2 Background

2.1 Historical operations

The Applicant has operated a paper mill at Botany Road, Matraville since circa 1902 when the Federal Paper Mills Company constructed and commissioned their No. 1 machine (B1). In the 1960s, two paper machines housed in buildings B7 and B8 began operation. These used wastepaper as source material to produce brown paper for boxes, cardboard and similar types of packaging.

The site contained a large waste paper storage area in the centre of the site, numerous tanks for fibre and water storage, a wastewater treatment plant, a substation and boiler house, chemical and engineering stores and an administration office and car parking. Vehicular access to the site was originally provided from McCauley Street and Botany Road.

In the early 2000s, the Proponent identified that the operational lives of the B7 and B8 machines were coming to an end and planned for a new paper machine for a new paper machine - the B9 paper machine. This informed the project application MP 05_0120.

B7 and B8 paper machines ceased operation in July 2012, with the B9 paper mill being commissioned in late 2012.

The new B9 Paper Mill approved under 05_0120 on 20 July 2007 has been built and commenced full production in early 2013 (discussed in more detail below).

2.2 Development history

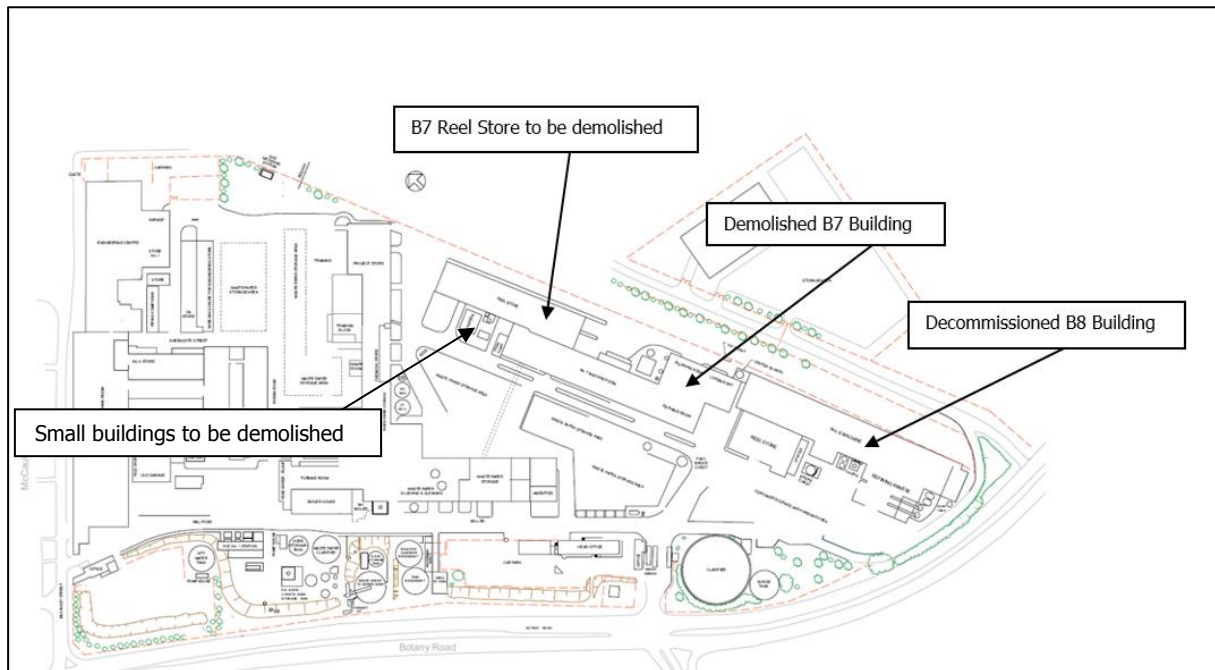
On the 20 July 2007, Orora (formerly AMCOR Packaging) obtained project approval by the Minister under Part 3A of the E&A Act (Application No. MP 05_120). The application approved the construction and operation a new Paper Mill (B9) at the site. The B9 Paper Mill has been built and has been operational since in early 2013. The B9 Paper Mill replaced two older paper machines (B7 and B8) which were in two large brick buildings along the northern boundary of the site (**Figure 1**). As discussed above, these paper machines were no longer operational and have been decommissioned.

Sale of the paper machines was attempted however because of their age and the costs of dismantling and transporting the machine to overseas buyers, their sale was not financially viable.

Apart from the major service decommissioning, no further work has been undertaken on removal of the B8 Building or associated infrastructure.

The B7 building has been demolished as approved under MOD 5 (discussed in Table 2 below). Subsequently, the B7 Reel Store Building, being ancillary to the former B7 building is now redundant, thus it's demolition is sought under the subject application.

A summary of the relevant development history pertaining to the site is provided in Table 2 below, with a more detailed description of the relevant applications being Mod 2 and Mod 5 provided thereon;

Figure 1 Original site Layout

Source: Orora Limited

Table 2 Relevant development history of the site

Date	Application No.	Application Description	Outcome
20 Jul 2007	05_0120	Construction of a new paper mill at Amcor's Matraville Plan (Project B9)	Approved
25 Jul 2008	MOD 1	Modification of the project approval for additional demolition of redundant buildings on the western side of the site	Approved
12 Jul 2010	MOD 2	Changes to site layout and subdivision of lan at the Amcor Paper Mill	Approved
11 Dec 2012	MOD 3	Modify MCoA 20A and 20B to allow operations of the New Paper Mill to commence before road upgrade works are complete. Temporary traffic arrangements would be implemented to minimise impacts	Approved
28 Feb 2013	MOD 4	Approval to continue operating New Paper Mill and use of B-Doubles before McCauley St upgrade works have been finished	Approved
25 Sep 2015	MOD 5	Demolition of B7 Building, amendment to subdivision plan and relocation of an existing site access from McCauley Street 30m south	Approved
20 Sep 2016	MOD 6	Papermill Wastewater Treatment Plant upgrade	Approved
25 Nov 2016	MOD 7	Increase annual paper production from 383,763 tonnes to 425,000	Approved

ASIC EXTRACT SNAPSHOT

CURRENT ORGANISATION DETAILS

Date Extracted	25/10/2023	Start Date	26/06/1986
ACN	004 345 868	Name	AMCOR INVESTMENTS PROPRIETARY LIMITED
ABN	95 004 345 868	Name Start Date	26/06/1986
Current Name	AMCOR INVESTMENTS PROPRIETARY LIMITED	Status	Registered
Registered In	Victoria	Type	Australian Proprietary Company
Registration Date	18/10/1955	Class	Limited By Shares
Review Date	18/10/2024	Sub Class	Proprietary Company
Company Type	ACN (Australian Company Number)	Disclosing Entity	No
Current Directors	3		
Current Secretaries	0		

Share Structure (Displaying Top 4 Only)

Go to Full ASIC Results

Class	Class Type	Shares Issued	Amount Paid
CRP	CUMULATIVE REDEEMABLE PREFERENCE SHARES	479530	\$567,811,546.00
ORD	ORDINARY	6075812235	\$61,237,112.97
PRF	PRF	246532	\$246,532.00

(creditor)watch - Credit Score (600)

Go to Full Credit Report

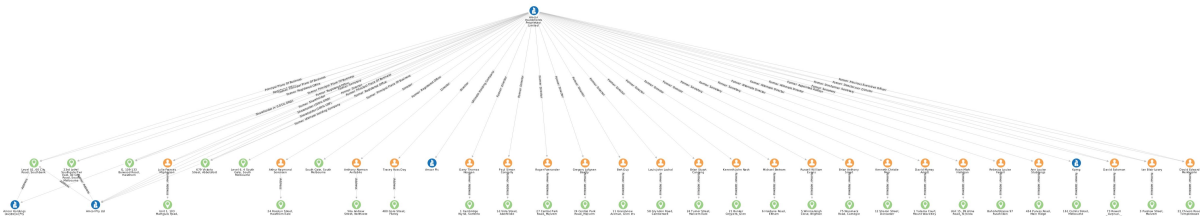


Risk Data Summary

Court Judgments	0	Payment Defaults	0	Insolvency Notices	0	Mercantile Enquiries	0	Credit Enquiries	10
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REVEAL - Company Visualisation

Go to full workspace



ASIC Data Extracted 25/10/2023 at 15:33

This extract contains information derived from the Australian Securities and Investment Commission's (ASIC) database under section 1274A of the Corporations Act 2001. Please advise ASIC of any error or omission which you may identify.

- 004 345 868 AMCOR INVESTMENTS PROPRIETARY LIMITED -

ACN (Australian Company Number):	004 345 868	Document No.
ABN:	95 004 345 868	
Current Name:	AMCOR INVESTMENTS PROPRIETARY LIMITED	
Registered in:	Victoria	
Registration Date:	18/10/1955	
Previous State Number:	C0034214B	
Review Date:	18/10/2024	
Company Bounded By:		

- Current Organisation Details -

Name:	AMCOR INVESTMENTS PROPRIETARY LIMITED	0434586A
Name Start Date:	26/06/1986	(AR 1990)
Status:	Registered	
Type:	Australian Proprietary Company	
Class:	Limited By Shares	
Sub Class:	Proprietary Company	

- Former Organisation Details from 25/10/1955 to 25/06/1986 -

Name:	A.P.M. INVESTMENTS PROPRIETARY LIMITED	0434586A
Name Start Date:	25/10/1955	(AR 1990)
Status:	Registered	
Type:	Australian Proprietary Company	
Class:	Limited By Shares	
Sub Class:	Non-Exempt Proprietary Company	

- Former Organisation Details from 18/10/1955 to 24/10/1955 -

Name:	A.P.M. INVESTMENTS LIMITED	0434586A
Name Start Date:	18/10/1955	(AR 1990)
Status:	Registered	
Type:	Australian Public Company	
Class:	Limited By Shares	
Sub Class:	Unknown	

- Company Addresses -

- <u>Registered Office</u>		3E5251561
Address:	LEVEL 11 60 CITY ROAD SOUTHBANK VIC 3006	
Start Date:	25/07/2017	
- <u>Previous Registered Office</u>		1F0214174
Address:	G 109-133 BURWOOD ROAD HAWTHORN VIC 3122	
Start Date:	20/10/2008	
Cease Date:	24/07/2017	
- <u>Previous Registered Office</u>		014523687
Address:	679 VICTORIA STREET ABBOTSFORD VIC 3067	
Start Date:	29/07/1998	
Cease Date:	19/10/2008	
- <u>Previous Registered Office</u>		003689734
Address:	23RD LEVEL SOUTHGATE-TWR EAST 40 CITY ROAD SOUTH MELBOURNE VIC 3205	
Start Date:	07/12/1992	
Cease Date:	28/07/1998	
- <u>Previous Registered Office</u>		0434586A (AR 1990)
Address:	SOUTH GATE SOUTH MELBOURNE VIC 3205	
Start Date:	18/10/1955	
Cease Date:	06/12/1992	
- <u>Principal Place of Business</u>		3E5251584
Address:	LEVEL 11 60 CITY ROAD SOUTHBANK VIC 3006	
Start Date:	03/07/2017	
- <u>Previous Principal Place of Business</u>		1F0214174
Address:	G 109-133 BURWOOD ROAD HAWTHORN VIC 3122	
Start Date:	06/10/2008	
Cease Date:	02/07/2017	
- <u>Previous Principal Place of Business</u>		00434586I (AR 1998)
Address:	679 VICTORIA STREET ABBOTSFORD VIC 3067	
Start Date:	01/07/1998	
Cease Date:	05/10/2008	
- <u>Previous Principal Place of Business</u>		00434586D (AR 1993)
Address:	23RD LEVEL SOUTHGATE-TWR EAST 40 CITY ROAD SOUTH MELBOURNE VIC 3205	
Start Date:	30/06/1993	
Cease Date:	30/06/1998	
- <u>Previous Principal Place of Business</u>		0434586A (AR 1990)
Address:	LEVEL 6 4 SOUTH GATE SOUTH MELBOURNE VIC 3205	
Start Date:	31/12/1990	
Cease Date:	29/06/1993	

- Company Officers -

Note:

A date or address shown as UNKNOWN has not been updated since ASIC took over the records in 1991. For details, order the appropriate historical state or territory documents, available in microfiche or paper format.

* Check documents listed under ASIC Documents Received for recent changes.

Previous Previous Executive Officer

Name:	DAVID EDWARD MEIKLEJOHN	005388603
Address:	23 CHIVERS ROAD TEMPLESTOWE VIC 3106	
Birth Details:	22/01/1942 MARYBOROUGH QLD	
Appointment Date:	03/07/1981	
Cease Date:	08/12/1995	

Director

Name:	ARTHUR RAYMOND SORENSEN	0ESV07738
Address:	24 ROSSLYN STREET HAWTHORN EAST VIC 3123	
Birth Details:	05/05/1972 BUNDABERG QLD	
Appointment Date:	27/08/2019	
Cease Date:	//	

Name:	ANTHONY NORMAN AVITABILE	1ERT28320
Address:	56A ANDREW STREET NORTHCOTE VIC 3070	
Birth Details:	06/07/1964 MELBOURNE VIC	
Appointment Date:	09/08/2019	
Cease Date:	//	

Name:	TRACEY ROSS DAY	1EVG15692
Address:	480 GORE STREET FITZROY VIC 3065	
Birth Details:	13/11/1969 ST AUSTELL UNITED KINGDOM	
Appointment Date:	15/02/2016	
Cease Date:	//	

Previous Director

Name:	GARRY THOMAS NOONAN	2EEE32646
Address:	1 CAMBRIDGE WYND SORRENTO VIC 3943	
Birth Details:	21/09/1962 LONDON UNITED KINGDOM	
Appointment Date:	08/11/2018	
Cease Date:	31/03/2021	

Name:	JULIE FRANCES MCPHERSON	1E8818154
Address:	UNIT 1 103 MATHOURA ROAD TOORAK VIC 3142	

Birth Details: 23/09/1954 SYDNEY NSW
Appointment Date: 30/04/2005
Cease Date: 13/09/2019

Name: PAUL SIMON CONNOLLY 1E7853367
Address: 1D VIDA STREET ABERFELDIE VIC 3040
Birth Details: 23/08/1973 HOBART TAS
Appointment Date: 25/11/2009
Cease Date: 15/02/2016

Name: ROGER FOENANDER 7E0373505
Address: 27 CENTRAL PARK ROAD MALVERN EAST VIC 3145
Birth Details: 16/01/1960 COLOMBO SRI LANKA
Appointment Date: 22/03/2005
Cease Date: 22/02/2010

Name: GREGORY LOFGNEN BEATTY 7E1642813
Address: 74 CENTRAL PARK ROAD MALVERN EAST VIC 3145
Birth Details: 02/10/1955 AUCKLAND NEW ZEALAND
Appointment Date: 20/12/2007
Cease Date: 29/05/2008

Name: BERT GUY 019781865
Address: 11 GRANDVIEW AVENUE GLEN IRIS VIC 3146
Birth Details: 04/01/1944 SANDRINGHAM VIC
Appointment Date: 28/09/1999
Cease Date: 30/04/2005

Name: DAVID SOLOMON 015906634
Address: 73 ROWELL AVENUE CAMBERWELL VIC 3124
Birth Details: 05/01/1955 NEW DELHI INDIA
Appointment Date: 28/09/1999
Cease Date: 15/03/2005

Name: DAVID EDWARD MEIKLEJOHN 005388603
Address: 23 CHIVERS ROAD TEMPLESTOWE VIC 3106
Birth Details: 22/01/1942 MARYBOROUGH QLD
Appointment Date: 03/07/1981
Cease Date: 30/06/2000

Name: LOUIS JOHN LACHAL 016574235
Address: 58 GLYNDON ROAD CAMBERWELL VIC 3124
Birth Details: 09/03/1951 EAST MELBOURNE VIC
Appointment Date: 30/06/2000
Cease Date: 30/06/2000

Name: LOUIS JOHN LACHAL 015906634
Address: 58 GLYNDON ROAD CAMBERWELL VIC 3124
Birth Details: 09/03/1951 EAST MELBOURNE VIC
Appointment Date: 28/09/1999
Cease Date: 28/09/1999

Name: BRIAN STUART DOUGLAS CANNING 014280778
Address: 24 TURNER STREET MALVERN EAST VIC 3145
Birth Details: 15/02/1944 JOHANNESBURG SOUTH AFRICA
Appointment Date: 22/04/1998
Cease Date: 12/03/1999

Name: IAN BLAIR LOWRY 0434586A
Address: 3 PARSLOW STREET MALVERN VIC 3144 (AR 1990)
Birth Details: 21/06/1943 MELBOURNE VIC
Appointment Date: 01/02/1985
Cease Date: 12/11/1998

Name: KENNETH JOHN NASH 012367193
Address: 21 BUNKER CRESCENT GLEN WAVERLEY VIC 3150
Birth Details: 23/10/1937 MELBOURNE VIC
Appointment Date: 21/05/1997
Cease Date: 22/04/1998

Name: MICHAEL BERTRAM 0434586A
Address: 6 HALDANE ROAD ELTHAM VIC 3095 (AR 1990)
Birth Details: 21/02/1935 LANCASHIRE UNITED KINGDOM
Appointment Date: 01/12/1977
Cease Date: 01/11/1996

Name: RUSSELL WILLIAM EVANS
Address: 5 WINMARLEIGH CLOSE BRIGHTON VIC 3186
Birth Details: UNKNOWN
Appointment Date: 18/10/1955
Cease Date: 01/02/1985

Previous Secretary

Name: JULIE FRANCES MCPHERSON 1E8818154
Address: UNIT 1 103 MATHOURA ROAD TOORAK VIC 3142
Birth Details: 23/09/1954 SYDNEY NSW
Appointment Date: 30/04/2005
Cease Date: 13/09/2019

Name: DAVID SOLOMON 015906634

Address: 73 ROWELL AVENUE CAMBERWELL VIC 3124
Birth Details: 05/01/1955 NEW DELHI INDIA
Appointment Date: 28/09/1999
Cease Date: 15/03/2005

Name: BRIAN ANTHONY SMART 009654797
Address: 75 WOORNACK ROAD CARNEGIE VIC 3163
Birth Details: 24/10/1960 BALLARAT VIC
Appointment Date: 23/02/1995
Cease Date: 28/09/1999

Name: IAN BLAIR LOWRY
Address: 3 PARLOW STREET MALVERN VIC 3144
Birth Details: 21/06/1943 MELBOURNE VIC
Appointment Date: 13/06/1986
Cease Date: 12/11/1998

Name: DAVID SOLOMON 00434586D
Address: 73 ROWELL AVENUE CAMBERWELL VIC 3124 (AR 1993)
Birth Details: 05/01/1955 NEW DELHI INDIA
Appointment Date: 30/08/1989
Cease Date: 22/02/1995

Name: KENNETH CHRISTIE MUIR
Address: 12 SHARON STREET DONCASTER VIC 3108
Birth Details: 31/01/1934 HAMILTON VIC
Appointment Date: 23/07/1986
Cease Date: 30/08/1989

Name: DAVID MURRAY ARNOTT
Address: 1 YATAMA COURT MOUNT WAVERLEY VIC 3149
Birth Details: 05/10/1943 BENALLA VIC
Appointment Date: 18/10/1955
Cease Date: 13/06/1986

Previous Alternate Director

Name: RYAN MARK HELLMAN 2E3186663
Address: UNIT 15 99 ALMA ROAD ST KILDA EAST VIC 3183
Birth Details: 24/09/1984 JOHANNESBURG SOUTH AFRICA
Appointment Date: 15/02/2016
Cease Date: 02/11/2018

Name: REBECCA LOUISE FARRELL 2E4501389
Address: BAHNHOFSTRASSE 97 RUSCHLIKON SWITZERLAND

Birth Details: 25/04/1974 MELBOURNE VIC
Appointment Date: 05/12/2013
Cease Date: 27/01/2017

Name: ANN LOUISE STUBBINGS 1E7856248
Address: 434 PURVES ROAD MAIN RIDGE VIC 3928
Birth Details: 25/03/1965 MELBOURNE VIC
Appointment Date: 25/06/2009
Cease Date: 05/12/2013

Previous Appointed Auditor

Name: 020 515 404 KPMG 00434586G
Address: 161 COLLINS STREET MELBOURNE VIC 3000 (AR 1996)
Appointment Date: 13/01/1997
Cease Date: 12/09/2007

Ultimate Holding Company

Name: 630 385 278 AMCOR PLC 7EAM63482
Address:
Appointment Date: //
Cease Date: //

Previous Ultimate Holding Company

Name: 000 017 372 AMCOR PTY LTD 0434586A
Address: (AR 1990)
Appointment Date: //
Cease Date: //
Abn: 62 000 017 372

- Share Structure -

Current

Class: CUMULATIVE REDEEMABLE PREFERENCE SHARES 00434586M
Number of Shares Issued: 479530 (AR 2002)
Total Amount Paid / Taken to be Paid: \$567,811,546.00
Total Amount Due and Payable: \$0.00

Class:	ORDINARY	1M0041826
Number of Shares Issued:	6075812235	
Total Amount Paid / Taken to be Paid:	\$61,237,112.97	
Total Amount Due and Payable:	\$0.00	

Ceased/Former

Class:	PRF	00434586B
Number of Shares Issued:	246532	(AR 1991)
Total Amount Paid / Taken to be Paid:	\$246,532.00	
Total Amount Due and Payable:	\$246,285,468.00	

Note:

For each class of shares issued by a company, ASIC records the details of the twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

- Share/Interest Holding -

Current

- Holding -

Class:	CRP	Number Held:	479530	3E5251538
Beneficially Owned:	Yes	Fully Paid:	Yes	

- Members -

Name:	AMCOR PTY LTD
ACN:	000 017 372
Address:	LEVEL 11 60 CITY ROAD SOUTHBANK VIC 3006
Joint Holding:	No
Abn:	62 000 017 372

- Holding -

Class:	ORD	Number Held:	6075812226	1M0041826
Beneficially Owned:	Yes	Fully Paid:	Yes	

- Members -

Name:	AMCOR PTY LTD
ACN:	000 017 372
Address:	LEVEL 11 60 CITY ROAD SOUTHBANK VIC 3006
Joint Holding:	No

Abn: 62 000 017 372

- Holding -

Class:	ORD	Number Held:	9	1M0041826
Beneficially Owned:	Yes	Fully Paid:	Yes	

- Members -

Name: AMCOR HOLDINGS (AUSTRALIA) PTY LIMITED
ACN: 096 267 195
Address: LEVEL 11 60 CITY ROAD SOUTHBANK VIC 3006
Joint Holding: No
Abn: 19 096 267 195

Ceased/Former

- Holding -

Class:	PRF	Number Held:	246532	0434586A
Beneficially Owned:	Yes	Fully Paid:	Yes	(AR 1990)

- Members -

Name: AMCOR PTY LTD
ACN: 000 017 372
Address: 23RD LEVEL SOUTHGATE-TWR EAST 40 CITY ROAD SOUTH MELBOURNE VIC 3205
Joint Holding: No
Abn: 62 000 017 372

- External Administration Documents -

There are no external administration documents held for this organisation.

- Charges -

Notes:

On 30 January 2012, the Personal Property Securities Register (PPS Register) commenced.
 At that time ASIC transferred all details of current charges to the PPS Registrar.
 ASIC can only provide details of satisfied charges prior to that date.
 Details of current charges, or charge satisfied since 30 January 2012 can be found on the PPS Register, www.ppsr.gov.au.
 InfoTrack may cap documents for on-file searches to 250.

ASIC Charge Number:	113642	Status:	Satisfied
Date and time Registered:	30/06/1989 09:15	Fixed/Floating:	Fixed
Date Created:	16/06/1989 00:00	Pre-ASIC Charge No:	64809
Chargee:	064 874 531 BANK OF AMERICA, NATIONAL ASSOCIATION		

Documents Received

202 Primary Appn. No. 9332

Reference to Last Title

Vol. 3107 Fol. 225

New South Wales.

[CERTIFICATE OF TITLE.]



JOINT TENANCY

REGISTER BOOK.

VOL. 7433 FOL. 173

MA Issued on Transfer No. G875340

CANCELLED ☐
ON ISSUE OF NEW FOLIO 1619417

FRANK MORRIS HUNTER, Manager, and WILLIAM BAZIL MORRIS, Secretary, both of Matraville, are now the proprietors of an Estate in Fee Simple as Joint Tenants,

subject nevertheless to the reservations and conditions, if any, contained in the Grant hereinafter referred to, and also subject to such encumbrances,

liens, and interests as are notified hereon, in that piece of land

in the Shire of Gosford

Parish of Patonga

, and County of Northumberland

being Lot 16 in Deposited Plan No. 9417 and being part of Portion 22 granted to Thomas Alison Scott on 25th May 1859.

In witness whereof I have hereunto signed my name and affixed my Seal, this

Twenty-third

day of

January

, 1958

Signed in the presence of

J. H. Pells

J. H. Pells

Registrar-General.



NOTIFICATION REFERRED TO

Covenant contained in Transfer No. A621201.

J. H. Pells

Registrar General.



COMPUTER FOLIO CREATED. NO FURTHER
DEALINGS TO BE REGISTERED.

Persons are cautioned against altering or adding to this Certificate or any notification thereon.

P.P.M. Investment Proprietary Limited is
now the registered proprietor of the land within described.
See TRANSFER No. *K348466* dated *9th May* 19*66*
Entered *7th June* 19*66*
J. H. Pells
REGISTRAR GENERAL



AMCOR PAPER DIVISION - Botany Mill

APM Security Plan Sickness & Accident Fund (NSW)

The following information is provided in response to questions raised by senior management of Amcor Limited and Amcor Australasia during January 2011 regarding the operation of the Botany Mill APM Sickness & Accident Fund.

HISTORY:

The APM Botany Mill Security Plan Sickness & Accident Fund (the Fund) is an unincorporated association which was set up sometime in the early 1950's with the objective to "create and maintain a fund by weekly contributions of its members and of Australian Paper Manufacturers (the Company), will enable the fund to provide benefits to its members".

Membership initially was all APM permanent employees working in New South Wales with the Company matching employee payroll deductions dollar for dollar. Over the years the proportion the Company contributed decreased until about four years ago when they ceased altogether. Until the early eighties the membership were all mill operators and maintenance trades people, staff numbers were minimal except some staff who had started as operators. As site employee numbers have reduced so as the Fund membership which is currently restricted to the existing Botany Mill operation and NSW Recycling and comprise 115 people.

From the commencement of the Fund in the early 1950's, the day to day management has been conducted by a committee comprised of three nominated Management representatives (Chairman, Treasurer and Secretary) and six elected from the membership. Changes to the rules of the Fund require a three fourths majority vote at the AGM together with the Company's consent to such a change.

In 1958, financed by the monies contributed to the Fund, it was agreed that the Fund purchase a waterfront house on the NSW Central Coast for use by the membership. The title deeds to 67 Victory Parade (Lot16) is currently in the names of Frank Hunter (Mill Manager) and William Morris (Secretary) as Joint Tenants. In 1966 a trust deed in the name of these two people (the trustees of the Fund) and A.P.M. Investments Proprietary Limited (Custodian Trustee) was signed, sealed and then registered on the certificate of title as the registered proprietor. Also under the terms of the deed, the Custodian Trustee agreed to hold shares or other investments in its name, with the purchase money provided by the Trustees, and the Custodian Trustee shall have no beneficial interest whatsoever in them. In 1981 an adjoining cottage was purchased by the Fund, 69 Victory Parade (Lot 15) with Harold Dennis and William Ovens as Joint Tenants.

In subsequent years the Fund also acquired shares in APM then Amcor and presently owns 289,200 shares, in addition as part of the Paperlinx demerger it also acquired 96,400 Paperlinx shares. At 30th June 2010 the Fund had investments with Members Australian Credit Union of \$547,760 and St George Bank of \$535,697.

THE FUND TODAY:

In recent years the principal activities of the Fund have been the following:

- Payment and administration of members Ancillary Benefits claims for out of pocket expenses of a medical, therapeutic or health nature. Last financial year 85 members received an average of \$867 reimbursement (annual limit per person is \$1,200) during the year.
- The organisation, execution and part funding of the Mill Christmas Picnic, with approximately two thirds of the available membership attending.
- Organising of care and maintenance of the Point Clare properties which during the year, with about half the membership having stayed during the year.
- Managing the month to month cash position of the Fund.
- On average management committee meetings are held every three months, and separate Christmas Picnic committee meeting will meet four to six times a year.

Maryvale/Fairfield Welfare Fund – Precedent for the process of Winding up the Fund:

There is no guidance in the rules of the Fund as to how and in what circumstances the Fund might be wound up. Although we do not have a copy of the rules of the particular fund, in 2000 a similar Fund operating across both Amcor Paper Mills at Maryvale and Fairfield Mill was wound up due to the Paperlinx demerger.

This Welfare Fund had been paying out Sickness, Mortality and Retirement benefits. The Fund surplus was distributed based on a detailed legal and actuarial review, including payment in advance of mortality benefits to all "potential" Honorary members. These were members of 15 years or more continuous service and 50 years or older on retirement. The Botany Fund has the same category of membership with a 10 year continuous service requirement as well as other circumstances under which an individual may also become such members, and the benefit paid is \$800 per person.

The combined assets the Maryvale-Fairfield Fund totalled about \$14m and a member of 20 years received about \$20,000. The surplus was distributed based on number of days of membership of the fund. The winding up process involved significant time and effort to research and define the living membership of the fund (including internet/newspaper advertising). The wind-up was completed and the surplus held for another 12 months while the membership list was finalised. Insurance was taken out to indemnify against any future claim of which there were none. All costs of the wind up were met by the fund and Amcor received no distribution from the winding up.

For and Against Winding up the Fund:

The following are issues and reasons supporting the case for a wind-up of the Fund:

- The legal entity status of the fund is uncertain, currently it is taxed as a company but in reality it is unincorporated association. At a cost the Fund could be restructured to a defined entity.
- The Fund ownership of 289,200 ordinary shares in Amcor Limited is a potential embarrassment for Amcor; however the shares could be sold resolving the problem.
- Some payments made to members under the Ancillary Benefits (Health & Medical) may be in conflict with the Federal Private Health Insurance Act 2007. Raised as part of legal review this we believe is small risk issue given the narrow access of the fund.
- The Fund is irrelevant to today's work and legislative environment. Some features of the Fund do date back to pre workers compensation days; however it is at least decades since any benefit has been paid out under that section of the rules. In contrast there have numerous payments made to members or their family for "hardship" claims due to death, serious illness or injury unrelated to work.
- Amcor paid employees expend both their time and effort is consumed in managing the Fund sponsored activities which generally assist or entertain site employees. Employee perceptions are that these benefits are all part of working for Amcor.
- The closure of B7 and B8 provides a logical breakpoint for the wind-up the Fund with less than 30 out of 115 members moving across to B9.

The following are issues and reasons supporting the case for the ongoing operation of the Fund:

- The benefits the Fund brings to members will continue to be widely perceived as a positive part of working at Botany Mill.
- In many respects the activities of the Fund focus on the soft attributes of people management, which are often missed but remain relevant to today's workplace.
- Some of the Fund supported activities will remain even if the Fund does not exist, for example Christmas functions, but they will then have to be funded by Amcor.

Peter Ryan
Commercial Manager, Botany Mill
19th October 2011

TRANSFER
D 1818481

67 SOUTH WALES

\$=0300

\$ 3.00

This Deed made the Ninth day of May

One thousand nine hundred and sixty six BETWEEN

FRANK MORRIS HUNTER Manager and WILLIAM BASIL MORRIS
Secretary both of Matraville (hereinafter called the
"Trustees") of the one part and A.P.M. INVESTMENTS
PROPRIETARY LIMITED of South Gate South Melbourne in
the State of Victoria (hereinafter called the
"Custodian Trustee")

WHEREAS:

- A. The Trustees are the trustees for the time being of the A.P.M. Security Plan - Sickness and Accident Fund, New South Wales (hereinafter called "the said Fund")
- B. The Trustees have general control of the investments and management of the moneys which may from time to time be in the fund of the said Fund
- C. The Trustees are desirous that from time to time they may invest money forming part of the said Fund in the name of the Custodian Trustee to be held in trust for the Trustees
- D. The Custodian Trustee has at the request of the Trustees agreed to hold shares or other investments from time to time in its name as Custodian Trustee only
- E. The purchase money for such shares or other investments shall be provided by the Trustees and the Custodian Trustee shall have no beneficial interest whatsoever in them
- F. By a Trust Deed dated 11th day of November One thousand nine hundred and sixty five made between the Custodian Trustee of the one part **Walter** and George Gardner and the Trustees of the other

259790

-2-

part the Custodian Trustee declared that it would hold shares and other investments from time to time in its name in trust for the Trustees in such manner as the Trustees from time to time may direct

G. The Trustees are the registered proprietors of the whole of the land in Certificate of Title Volume 7433 Folio 173 and hold the said land in trust for the said Fund.

H. The Trustees desire to transfer the whole of the land in Certificate of Title Volume 7433 Folio 173 to the Custodian Trustee so that it can be held by the Custodian Trustee in trust for the Trustees

NOW THIS DEED WITNESSETH that the Trustees will transfer to the Custodian Trustee by Memorandum of Transfer the whole of the land in Certificate of Title Volume 7433 Folio 173 and that the Custodian Trustee will accept the Transfer and will hold the said land as trustee for the Trustees

IN WITNESS whereof the parties hereto being set their hands and affixed their seals the day and year first before written.

SIGNED SEALED AND DELIVERED

by William Basil Morris in
the presence of: David W. Wallis J.P.

W.B. Morris

SIGNED SEALED AND DELIVERED

by Frank Morris Hunter in the
presence of: David W. Wallis J.P.

F.M. Hunter

THE COMMON SEAL of A.P.M.

INVESTMENTS PROPRIETARY LIMITED
was hereto affixed by authority
of the Board of Directors in the
presence of

W. McLenahan
Director

[Signature]
Secretary

FORM OF ACKNOWLEDGMENT

A.P.M. INVESTMENTS PROPRIETARY LIMITED HEREBY ACKNOWLEDGES

that it holds the investment specified in the Schedule
in trust for the Trustees of the A.P.M. Security Plan -
Sickness and Accident Fund, New South Wales in
accordance with the terms of the Trust Deed dated
11th day of November One thousand nine hundred and
sixty five.

SCHEDULE

The whole of the land in Certificate of Title Volume
7433 Folio 173 situated at Point Clare in the Shire of
Gosford Parish of Patonga and County of Northumberland
New South Wales.

Dated this 9th day of May 1966.

For an on behalf of A.P.M.
INVESTMENTS PROPRIETARY LIMITED


.....
Director/Secretary

C **70** **STATE OF TITLE**
PROPERTY ACT, 1900



12794019

NEW SOUTH WALES

Appln No.9332

Prior Title Vol.3107 Fol.225

Vol. **12794** Fol. **19**

Edition issued 2 - 6 - 1975



CANCELLED

I certify that the person described in the First Schedule is the registered proprietor of the undermentioned estate in the land within described subject nevertheless to such exceptions encumbrances and interests as are shown in the Second Schedule.

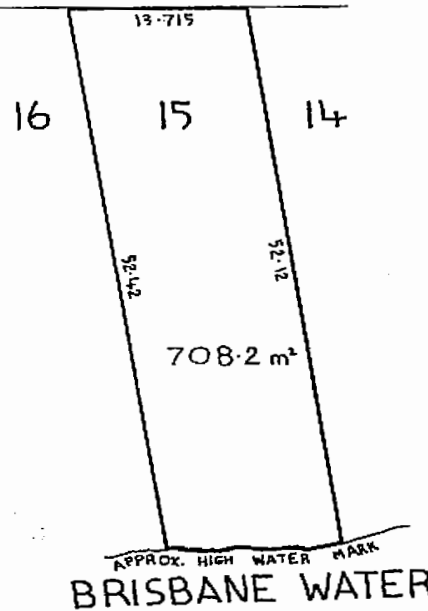
SEE AUTO FOLIO
Janulation
Registrar General.



PLAN SHOWING LOCATION OF LAND

LENGTHS ARE IN METRES

VICTORY PARADE



P 230312 M.W.
28.

REDUCTION RATIO 1:500

ESTATE AND LAND REFERRED TO

S
Estate in Fee Simple in Lot 15 in Deposited Plan 9417 at Point Clare in the Shire of Erina Parish of Patonga and County of Northumberland being part of Portion 22 granted to Thomas Alison Scott on 25-5-1859

FIRST SCHEDULE

~~ELIZABETH WHITE of Point Clare, Widow.~~

SECOND SCHEDULE

- CRY*
CV
1. Reservations and conditions, if any, contained in the Crown Grant above referred to.
 2. Covenant created by Transfer No.A621201*P*

WARNING: THIS DOCUMENT MUST NOT BE REMOVED FROM THE LAND TITLES OFFICE.

PERSONS ARE CAUTIONED AGAINST ALTERING OR ADDING TO THIS CERTIFICATE OR ANY NOTIFICATION HEREON

NOTE: ENTRIES RULED THROUGH AND AUTHENTICATED BY THE SEAL OF THE REGISTRAR GENERAL ARE CANCELLED.

CANCELLED

71

SEE AUTO FOLIO

SECOND SCHEDULE (continued)[illegible]

NOTE: ENTRIES RULED THROUGH AND AUTHENTICATED BY THE SEAL OF THE REGISTRAR GENERAL ARE CANCELLED

Statutory Declaration

I, William Mark Ovens of 2/61 Blaxland Street, Hunters Hill NSW 2110, do solemnly and sincerely declare that:

1. I am the registered proprietor of the property situated at and known as 69 Victory Parade, Tascott NSW 2250, which has the Certificate of Title reference Volume 12794 Folio 19 (**Property**).
2. I hold the Property on behalf of the APM Security Plan Sickness & Accident Fund ABN 57 413 197 086 (**APM Fund**).
3. The Property was purchased with funds provided by the APM Fund on or about 31 August 1981. I refer to a copy of the Certificate of Title annexed and marked with the letter "A".
4. Mr Dennis and I were members of the APM Fund at the time the Property was purchased and were registered as the proprietors of the Property because the APM Fund is an unincorporated association and cannot hold property in its own right.
5. I have been informed that Mr Dennis passed away on or about 11 August 2008.
6. I have never had possession of the Certificate of Title.
7. I have been informed by Henry Davis York, the solicitors for the APM Fund, that the APM Fund has held the Certificate of Title since the purchase of the Property but is now unable to locate the Certificate of Title.
8. To my knowledge, the Certificate of Title is not held by any person or corporation as security for a loan.
9. I have never been bankrupt or insolvent and have not assigned my estate for the benefit of creditors.
10. Annexed hereto and marked with the letter "B" is a true copy of a current local Government Rates Notice for the Property, and I declare that this notice refers to the Property in the missing Certificate of Title reference.



And I make this solemn declaration conscientiously believing it to be true and by virtue of provisions of the Oaths Act 1900.

Declared at Sydney on 11 May 2016
Signature of declarant


Mark William Owens

Certificate of witness

I certify the following matters concerning the person who made this statutory declaration (the declarant):

[* please strike out the option in each paragraph that does not apply]

1. * I saw the face of the declarant OR ~~* I did not see the face of the declarant because the declarant was wearing a face covering, but I am satisfied that the declarant had a special justification for not removing the covering; and~~
2. * I have known the declarant for at least 12 months OR ~~* I have confirmed the declarant's identity using the following identification document:~~

Identification document relied on (may be original or certified copy)

Signature of witness


Solicitor / Justice of the Peace
ROSS STANLEY NEVILLE

CERTIFICATE OF TITLE A

TORRENS TITLE
Register

NEW SOUTH WALES

REAL PROPERTY ACT, 1900

Vol. **12794** Fol. **19**

Edition issued 2 - 6 - 1975

Appln No. 9332

Prior Title Vol. 3107 Fol. 225



I certify that the person described in the First Schedule is the registered proprietor of the undermentioned estate in the land within described subject nevertheless to such exceptions encumbrances and interests as are shown in the Second Schedule.

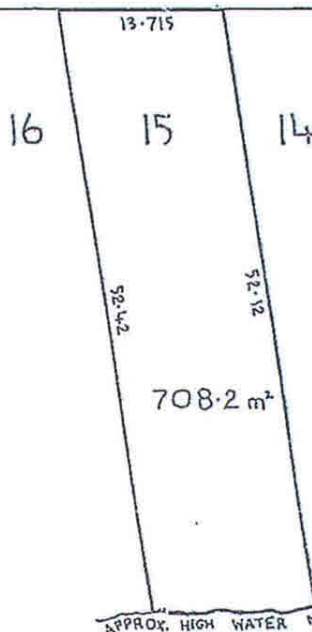
Jawatson
Registrar General.



PLAN SHOWING LOCATION OF LAND

LENGTHS ARE IN METRES

VICTORY PARADE



BRISBANE WATER

P 230312 M.W.

REDUCTION RATIO 1:500

ESTATE AND LAND REFERRED TO

Estate in Fee Simple in Lot 15 in Deposited Plan 9417 at Point Clare in the Shire of Erina Parish of Patonga and County of Northumberland being part of Portion 22 granted to Thomas Alison Scott on 25-5-1859

FIRST SCHEDULE

~~ELIZABETH WHITE of Point Clare, Widow.~~

SECOND SCHEDULE

1. Reservations and conditions, if any, contained in the Crown Grant above referred to.
2. Covenant created by Transfer No. A621201.

This and the following annexure marked "A" is the Affidavit of statutory declaration of W. M. Owens sworn 11 May 2016 before me:

[Signature]
Solicitor / Justice of the Peace

[illegible]

NOTE: ENTRIES RULED THROUGH AND AUTHENTICATED BY THE SEAL OF THE REGISTRAR GENERAL ARE CANCELLED



"B" Annexure 76

RATE NOTICE

FOR THE YEAR 1 July 2013 to 30 June 2014



W M Ovens & H G Dennis
PO Box 95
MATRAVILLE NSW 2036

ASSESSMENT NUMBER 550489
POSTING DATE 30/07/2013
DUE DATE 31/08/2013
AMOUNT PAYABLE \$3,322.15



011
1007614

PROPERTY LOCATION AND DESCRIPTION
69 Victory Parade TASCOTT NSW 2250
LOT 15 DP 9417
CATEGORY: Residential

RATEABLE VALUE \$601,000
VALUATION BASE DATE 01/07/2012

This is the annexure marked " B " referred to in the ~~Affidavit of Statutory declaration of W M Ovens~~ Sworn this 11th day of May 2016 at Sydney
Before me:

Solicitor/Justice of the Peace

Eric Bartschi

From: Peter Ryan
Sent: Friday, 15 June 2012 7:45 AM
To: Kristy AhYick; Peter Bajjada; John Bartl; Bruce Campbell; Paul Chappell; Jacob Chretien; Jason Duthie; Darren Eastgate; Paula Edwards; Michael Hanley; Shane Kelly; Michael Kondos; Adrian Leather; Jason Macreadie; Burke Melia; Ronnie Moodley; Cathy Parra; David Playle; Mitchell Rugless; Ross Smith; Brendan Stokes; Jorge Rua; Lisa Swain; Aleksandar Tuteski; Richard Huolohan; Steve Smith; Van Khanh-Pham
Cc: Ian Lewis; Joe Alvarez; Eric Bartschi; Ed Caldwell; Fiona Faust
Subject: Notification of decision made to wind-up the Botany Mill Sickness & Accident Fund

To Members of the Botany Mill Sickness & Accident Fund,

Recently Amcor Australasia made a decision to wind-up the Botany Mill Sickness & Accident Fund. This decision had been deliberated for the last couple of years. The process by which the winding up will be carried out is yet to be announced and it is likely the program will take years rather than months to complete.

In view of this decision, the three remaining Mill S&A committee members believe that from July 1st the Fund should be run in caretaker mode. That is, member deductions will cease and payment of health & medical benefit claims will also cease from that time. Member use of Point Clare Facilities will continue as the committee believes this helps in maintaining the facilities. This decision is partly made in view of the large number of members who had to leave the Fund in May and June.

When an announcement is made regarding the winding up program it is the committee's intention to pass the information to all current members.

For and on behalf of the Sickness & Accident Fund Committee.

Peter Ryan
 Commercial Manager
 Amcor Botany Mill
 Phone: 02 96953408 or 0407 082 079

News Release

31 December 2013

DEMERGER SCHEME IMPLEMENTED

Amcor Limited (**Amcor**) is pleased to announce that the scheme of arrangement for the demerger of Orora Limited (**Orora**) from Amcor was implemented today.

The number of Orora ordinary shares on issue is 1,206,684,923.

Holding statements will be dispatched to Orora shareholders on Thursday, 2 January 2014.

Orora Shares will commence trading on ASX on a normal settlement basis on Friday, 3 January 2014.

The Orora share register is managed by Link Market Services Limited (**Link**). Orora shareholders can contact Link with any questions regarding their shareholding on 1800 207 622 (within Australia) or +61 1800 207 622 (outside Australia) between 8:30am and 5:30pm (AEDT) Monday to Friday.

ENDS

ASIC EXTRACT SNAPSHOT

CURRENT ORGANISATION DETAILS

Date Extracted	26/10/2023
ACN	088 406 437
ABN	90 088 406 437
Current Name	PP NEW PTY LTD
Registered In	New South Wales
Registration Date	01/07/1999
Review Date	30/09/2024
Company Type	ACN (Australian Company Number)
Current Directors	1
Current Secretaries	0

Start Date	04/08/2011
Name	PP NEW PTY LTD
Name Start Date	01/07/1999
Status	Registered
Type	Australian Proprietary Company
Class	Limited By Shares
Sub Class	Proprietary Company
Disclosing Entity	No

Share Structure (Displaying Top 4 Only)

Go to Full ASIC Results

Class	Class Type	Shares Issued	Amount Paid
ORD	ORDINARY SHARES	218794096	\$218,794,096.00

(creditor)watch - Credit Score (593)

Go to Full Credit Report

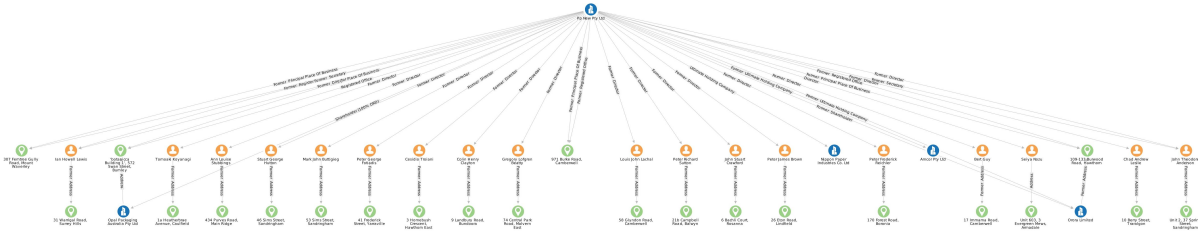


Risk Data Summary

Court Judgments	0	Payment Defaults	0	Insolvency Notices	0	Mercantile Enquiries	0	Credit Enquiries	17
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REVEAL - Company Visualisation

Go to full workspace



ASIC Data Extracted 26/10/2023 at 10:03

This extract contains information derived from the Australian Securities and Investment Commission's (ASIC) database under section 1274A of the Corporations Act 2001. Please advise ASIC of any error or omission which you may identify.

- 088 406 437 PP NEW PTY LTD -

ACN (Australian Company Number):	088 406 437	Document No.
ABN:	90 088 406 437	
Current Name:	PP NEW PTY LTD	
Registered in:	New South Wales	
Registration Date:	01/07/1999	
Review Date:	30/09/2024	
Company Bounded By:		

- Current Organisation Details -

Name:	PP NEW PTY LTD	027680100
Name Start Date:	01/07/1999	
Status:	Registered	
Type:	Australian Proprietary Company	
Class:	Limited By Shares	
Sub Class:	Proprietary Company	

- Company Addresses -

- Registered Office		7EBP91758
Address:	'BOTANICCA BUILDING 1' 572 SWAN STREET BURNLEY VIC 3121	
Start Date:	28/02/2022	
- Previous Registered Office		7EBM58365
Address:	307 FERNTREE GULLY ROAD MOUNT WAVERLEY VIC 3149	
Start Date:	01/11/2021	
Cease Date:	27/02/2022	
- Previous Registered Office		025113792
Address:	109-133 BURWOOD ROAD HAWTHORN VIC 3122	
Start Date:	29/10/2008	
Cease Date:	31/10/2021	
- Previous Registered Office		015252271
Address:	971 BURKE ROAD CAMBERWELL VIC 3124	
Start Date:	01/07/1999	

Cease Date: 28/10/2008

- Principal Place of Business

7EBP91758

Address: 'BOTANICCA BUILDING 1' 572 SWAN STREET BURNLEY VIC 3121

Start Date: 21/02/2022

- Previous Principal Place of Business

7EBM58365

Address: 307 FERNTREE GULLY ROAD MOUNT WAVERLEY VIC 3149

Start Date: 25/10/2021

Cease Date: 20/02/2022

- Previous Principal Place of Business

025113792

Address: 109-133 BURWOOD ROAD HAWTHORN VIC 3122

Start Date: 06/10/2008

Cease Date: 24/10/2021

- Previous Principal Place of Business

015252271

Address: 971 BURKE ROAD CAMBERWELL VIC 3124

Start Date: 01/07/1999

Cease Date: 05/10/2008

- Company Officers -

Note:

A date or address shown as UNKNOWN has not been updated since ASIC took over the records in 1991. For details, order the appropriate historical state or territory documents, available in microfiche or paper format.
* Check documents listed under ASIC Documents Received for recent changes.

Director

Name: SEIYA NOZU

7EBI66674

Address: UNIT 603 3 EVERGREEN MEWS ARMADALE VIC 3143

Birth Details: 02/02/1977 OSAKA JAPAN

Appointment Date: 30/04/2020

Cease Date: //

Previous Director

Name: CHAD ANDREW LESLIE

9EAA32826

Address: 10 BERRY STREET TRARALGON VIC 3844

Birth Details: 15/03/1977 TRARALGON VIC

Appointment Date: 30/04/2020

Cease Date: 12/09/2023

Name: TOMOAKI KOYANAGI

9EAA32826

Address: 1A HEATHERBRAE AVENUE CAULFIELD VIC 3162

Birth Details: 27/01/1966 NAGASAKI JAPAN

Appointment Date: 30/04/2020

Cease Date: 20/06/2023

Name:	ANN LOUISE STUBBINGS	7E5572293
Address:	434 PURVES ROAD MAIN RIDGE VIC 3928	
Birth Details:	25/03/1965 MELBOURNE VIC	
Appointment Date:	09/10/2013	
Cease Date:	30/04/2020	
Name:	STUART GEORGE HUTTON	2E6035193
Address:	46 SIMS STREET SANDRINGHAM VIC 3191	
Birth Details:	11/08/1967 MELBOURNE VIC	
Appointment Date:	06/05/2013	
Cease Date:	30/04/2020	
Name:	MARK JOHN BUTTIGIEG	0ERC85687
Address:	53 SIMS STREET SANDRINGHAM VIC 3191	
Birth Details:	21/03/1974 MELBOURNE VIC	
Appointment Date:	19/07/2019	
Cease Date:	30/04/2020	
Name:	PETER GEORGE FOTIADIS	7E5572293
Address:	41 FREDERICK STREET YARRAVILLE VIC 3013	
Birth Details:	19/11/1980 MELBOURNE VIC	
Appointment Date:	09/10/2013	
Cease Date:	19/07/2019	
Name:	IAN HOWELL LEWIS	020486973
Address:	31 WARRIGAL ROAD SURREY HILLS VIC 3127	
Birth Details:	28/09/1950 MELBOURNE VIC	
Appointment Date:	20/08/2004	
Cease Date:	03/05/2018	
Name:	CESIDIO TROIANI	024607262
Address:	3 HOMEBUSH CRESCENT HAWTHORN EAST VIC 3123	
Birth Details:	06/06/1966 MELBOURNE VIC	
Appointment Date:	30/01/2008	
Cease Date:	06/05/2013	
Name:	COLIN HENRY CLAYTON	017307913
Address:	9 LANDBURY ROAD BUNDOORA VIC 3083	
Birth Details:	04/05/1948 MELBOURNE VIC	
Appointment Date:	27/04/2001	
Cease Date:	23/07/2008	
Name:	GREGORY LOFGREN BEATTY	024607262
Address:	74 CENTRAL PARK ROAD MALVERN EAST VIC 3145	
Birth Details:	02/10/1955 AUCKLAND NEW ZEALAND	

Appointment Date: 30/01/2008
Cease Date: 06/06/2008

Name: LOUIS JOHN LACHAL 022299519
Address: 58 GLYNDON ROAD CAMBERWELL VIC 3124
Birth Details: 09/03/1951 EAST MELBOURNE VIC
Appointment Date: 19/09/2005
Cease Date: 30/01/2008

Name: PETER RICHARD SUTTON 020752673
Address: 21B CAMPBELL ROAD BALWYN VIC 3103
Birth Details: 01/06/1956 MELBOURNE VIC
Appointment Date: 12/09/2003
Cease Date: 07/12/2004

Name: JOHN STUART CRAWFORD 08840643M
Address: 6 BACHLI COURT ROSANNA VIC 3084 (AR 2002)
Birth Details: 19/04/1953 IVANHOE VIC
Appointment Date: 16/01/2003
Cease Date: 01/07/2004

Name: PETER JAMES BROWN 019383015
Address: 26 ETON ROAD LINDFIELD NSW 2070
Birth Details: 11/09/1944 SYDNEY NSW
Appointment Date: 08/12/2000
Cease Date: 12/09/2003

Name: PETER FREDERICK REICHLER 016781814
Address: 170 FOREST ROAD BORONIA VIC 3155
Birth Details: 14/11/1958 BOURKE NSW
Appointment Date: 08/12/2000
Cease Date: 16/01/2003

Name: BERT GUY 015252271
Address: 17 IMMARNA ROAD CAMBERWELL VIC 3124
Birth Details: 04/01/1944 SANDRINGHAM VIC
Appointment Date: 01/07/1999
Cease Date: 08/12/2000

Name: JOHN THEODORE ANDERSON 016646085
Address: UNIT 2 37 SPRING STREET SANDRINGHAM VIC 3191
Birth Details: 02/02/1944 BRIGHTON VIC
Appointment Date: 01/07/1999
Cease Date: 08/12/2000

Previous Secretary

Name:	IAN HOWELL LEWIS	016781814
Address:	31 WARRIGAL ROAD SURREY HILLS VIC 3127	
Birth Details:	28/09/1950 MELBOURNE VIC	
Appointment Date:	08/12/2000	
Cease Date:	03/05/2018	

Name:	JOHN THEODORE ANDERSON	016646085
Address:	UNIT 2 37 SPRING STREET SANDRINGHAM VIC 3191	
Birth Details:	02/02/1944 BRIGHTON VIC	
Appointment Date:	01/07/1999	
Cease Date:	08/12/2000	

Ultimate Holding Company

Name:	NIPPON PAPER INDUSTRIES CO. LTD	9EAA32826
Address:		
Appointment Date:	//	
Cease Date:	//	

Previous Ultimate Holding Company

Name:	004 275 165 ORORA LIMITED	7E5834871
Address:		
Appointment Date:	//	
Cease Date:	//	
Abn:	55 004 275 165	

Name:	000 017 372 AMCOR PTY LTD	08840643J
Address:		(AR 1999)
Appointment Date:	//	
Cease Date:	//	
Abn:	62 000 017 372	

- Share Structure -Current

Class:	ORDINARY SHARES	9EAA31956
Number of Shares Issued:	218794096	
Total Amount Paid / Taken to be Paid:	\$218,794,096.00	

Total Amount Due and Payable: \$0.00

Note:

For each class of shares issued by a company, ASIC records the details of the twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

- Share/Interest Holding -

Current

- Holding -

Class:	ORD	Number Held:	218794096	7EBW99662
Beneficially Owned:	Yes	Fully Paid:	Yes	

- Members -

Name:	OPAL PACKAGING AUSTRALIA PTY LTD
ACN:	636 682 883
Address:	'BOTANICCA BUILDING 1' 572 SWAN STREET BURNLEY VIC 3121
Joint Holding:	No
Abn:	77 636 682 883

Ceased/Former

- Holding -

Class:	ORD	Number Held:	218794096	9EAA31956
Beneficially Owned:	Yes	Fully Paid:	Yes	

- Members -

Name:	ORORA LIMITED
ACN:	004 275 165
Address:	109-133 BURWOOD ROAD HAWTHORN VIC 3122
Joint Holding:	No
Abn:	55 004 275 165

- External Administration Documents -

There are no external administration documents held for this organisation.

- Charges -

There are no charges held for this organisation.

Notes:

On 30 January 2012, the Personal Property Securities Register (PPS Register) commenced.

At that time ASIC transferred all details of current charges to the PPS Registrar.

ASIC can only provide details of satisfied charges prior to that date.

Details of current charges, or charge satisfied since 30 January 2012 can be found on the PPS Register, www.ppsr.gov.au.

InfoTrack may cap documents for on-file searches to 250.

- Document List -**Notes:**

* Documents already listed under Registered Charges are not repeated here.

* Data from Documents with no Date Processed are not included in this Extract.

* Documents with '0' pages have not yet been imaged and are not available via DOCIMAGE. Imaging takes approximately 2 weeks from date of lodgement.

* The document list for a current/historical extract will be limited unless you requested ALL documents for this extract.

* In certain circumstances documents may be capped at 250.

Form Type	Date Received	Date Processed	No. Pages	Effective Date	Document No.
484	13/09/2023	13/09/2023	2	13/09/2023	7ECI60821
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	22/06/2023	22/06/2023	2	22/06/2023	7ECF16259
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	04/10/2022	04/10/2022	2	04/10/2022	7EBW99662
484A2	Change to Company Details Change Member Name or Address				
484	21/02/2022	21/02/2022	2	21/02/2022	7EBP91758
484	Change to Company Details				
484B	Change of Registered Address				
484C	Change of Principal Place of Business (Address)				
484	25/10/2021	25/10/2021	2	25/10/2021	7EBM58365
484	Change to Company Details				
484B	Change of Registered Address				
484C	Change of Principal Place of Business (Address)				
484	23/06/2021	23/06/2021	2	23/06/2021	7EBI66674
484A1	Change to Company Details Change Officeholder Name Or Address				
351	26/06/2020	03/07/2020	19	26/06/2020	030931662
351	Deed Relating to Class Order				
353	29/05/2020	10/06/2020	13	29/05/2020	030898903
353	Notice of Disposal Relating to Class Order				
484	14/05/2020	14/05/2020	4	14/05/2020	9EAA32826
484	Change to Company Details				
484D	Change to Ultimate Holding Company				

484E	Appointment or Cessation of a Company Officeholder				
484N	Changes to (Members) Share Holdings				
484	24/04/2020	24/04/2020	2	24/04/2020	9EAA31956
484	Change to Company Details				
484O	Changes to Share Structure				
484G	Notification of Share Issue				
484N	Changes to (Members) Share Holdings				
484	29/07/2019	29/07/2019	2	29/07/2019	0ERC85687
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	03/05/2018	03/05/2018	2	03/05/2018	6E6912430
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
902	19/03/2018	26/03/2018	5	19/01/2001	030275020
902	Supplementary Document Alters 088 406 43K				
484	26/10/2016	26/10/2016	2	24/10/2016	2E6035193
484A1	Change to Company Details Change Officeholder Name Or Address				
389	03/07/2014	15/08/2014	3	03/07/2014	028968974
389B	Annual Notice By Wholly-Owned Entity Annual Notice By Wholly-Owned Entity - Companies				
351	18/06/2014	24/06/2014	23	18/06/2014	029022596
351	Deed Relating to Class Order				
484	13/02/2014	13/02/2014	2	13/02/2014	7E5834871
484D	Change to Company Details Change to Ultimate Holding Company				
484	12/10/2013	12/10/2013	2	12/10/2013	7E5572293
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
355	16/08/2013	20/08/2013	16	16/08/2013	028662455
355	Revocation Deed Relating to Class Order				
484	29/05/2013	29/05/2013	2	29/05/2013	7E5253083
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
488	29/07/2011	04/08/2011	4	29/07/2011	027680100
488B	APPLICATION TO CHANGE REVIEW DATE OF A COMPANY OR SCHEME SYNCHRONISE REVIEW DATE BY OFFICE HOLDER - FEE APPLIES				
484	22/10/2008	10/11/2008	2	22/10/2008	025113792
484	CHANGE TO COMPANY DETAILS				

484B	CHANGE OF REGISTERED ADDRESS				
484C	CHANGE OF PRINCIPAL PLACE OF BUSINESS (ADDRESS)				
484A2	CHANGE MEMBER NAME OR ADDRESS				
484	29/07/2008	29/07/2008	2	29/07/2008	024906000
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	19/06/2008	09/07/2008	4	19/06/2008	024711318
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	28/02/2008	29/02/2008	4	29/02/2008	024607262
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
389	30/10/2007	01/11/2007	3	30/06/2007	024290662
389B	ANNUAL NOTICE BY WHOLLY-OWNED ENTITY ANNUAL NOTICE BY WHOLLY-OWNED ENTITY - COMPANIES				
389	27/10/2006	01/11/2006	3	30/06/2006	023398171
389B	ANNUAL NOTICE BY WHOLLY-OWNED ENTITY ANNUAL NOTICE BY WHOLLY-OWNED ENTITY - COMPANIES				
389	31/10/2005	11/11/2005	3	30/06/2005	022470925
389B	ANNUAL NOTICE BY WHOLLY-OWNED ENTITY ANNUAL NOTICE BY WHOLLY-OWNED ENTITY - COMPANIES				
484	26/09/2005	27/09/2005	4	27/09/2005	022299519
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
354	23/06/2005	08/07/2005	61	23/06/2005	020559668
354	EVIDENCE OF ELIGIBILITY FOR RELIEF UNDER CLASS ORDER				
351	23/06/2005	08/07/2005	31	23/06/2005	020559666
351	DEED RELATING TO CLASS ORDER				
389	21/01/2005	08/02/2005	2	30/06/2004	018084513
389B	ANNUAL NOTICE BY WHOLLY-OWNED ENTITY ANNUAL NOTICE BY WHOLLY-OWNED ENTITY - COMPANIES				
389	21/01/2005	08/02/2005	2	30/06/2003	018084499
389B	ANNUAL NOTICE BY WHOLLY-OWNED ENTITY ANNUAL NOTICE BY WHOLLY-OWNED ENTITY - COMPANIES				
389	21/01/2005	08/02/2005	2	30/06/2002	018084487
389B	ANNUAL NOTICE BY WHOLLY-OWNED ENTITY ANNUAL NOTICE BY WHOLLY-OWNED ENTITY - COMPANIES				
484	22/12/2004	22/12/2004	2	22/12/2004	020918240
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A				

COMPANY OFFICEHOLDER

484 484A1	10/11/2004	11/11/2004	2	11/11/2004	020752673
	CHANGE TO COMPANY DETAILS CHANGE OFFICEHOLDER NAME OR ADDRESS				
484 484E	24/08/2004	24/08/2004	5	24/08/2004	020486973
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484 484E	26/07/2004	26/07/2004	2	26/07/2004	020358853
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484 484E	06/10/2003	20/10/2003	5	12/09/2003	019797102
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
488 488A	29/08/2003	10/09/2003	4	29/08/2003	019446134
	APPLICATION TO CHANGE REVIEW DATE OF A COMPANY OR SCHEME SYNCHRONISE REVIEW DATE WITH HOLDING COMPANY - FEE APPLIES				
484 484A	28/07/2003	31/07/2003	2	24/07/2003	019383015
	CHANGE TO COMPANY DETAILS CHANGE OF OFFICEHOLDER/MEMBER NAME OR ADDRESS				
316 316 316C 316L	30/01/2003	14/02/2003	3	24/01/2003	08840643M
	ANNUAL RETURN				
	CHANGE TO OFFICEHOLDERS				
	ANNUAL RETURN - PROPRIETARY COMPANY				
316 316L	24/01/2002	22/02/2002	3	21/01/2002	08840643L
	ANNUAL RETURN - PROPRIETARY COMPANY				
352 352	29/06/2001	02/07/2001	9	29/06/2001	013005731
	ASSUMPTION DEED RELATING TO CLASS ORDER				
304 304A	03/05/2001	09/05/2001	2	27/04/2001	017307913
	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
316 316L	02/02/2001	27/03/2001	3	19/01/2001	08840643K
	ANNUAL RETURN - PROPRIETARY COMPANY				
	Altered by 030 275 020				
304 304A	18/12/2000	28/12/2000	2	08/12/2000	016781814
	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
304 304C	28/08/2000	02/10/2000	2	17/08/2000	016646085
	NOTIFICATION OF CHANGE OF NAME OR ADDRESS OF OFFICEHOLDER				

207	25/07/2000	25/07/2000	1	22/06/2000	016371614
207	NOTIFICATION OF SHARE ISSUE				
316	10/01/2000	02/02/2000	3	06/01/2000	08840643J
316L	ANNUAL RETURN - PROPRIETARY COMPANY				
201	01/07/1999	01/07/1999	4	01/07/1999	015252271
201C	APPLICATION FOR REGISTRATION AS A PROPRIETARY COMPANY				

- Annual Returns -

Year	Return Due	Extended Return Due	AGM Due	Extended AGM Due	AGM Held Date	Outstanding
1999	31/01/2000	//	//	//	//	No
2000	31/01/2001	//	//	//	//	No
2001	31/01/2002	//	//	//	//	No
2002	31/01/2003	//	//	//	//	No

- Company Contact Addresses -

- Previous Contact Address for ASIC use only

Address: 109-133 BURWOOD ROAD HAWTHORN VIC 3122
Start Date: 13/08/2009
Cease Date: 12/10/2020

*** End of Document ***

HENRY DAVIS YORK

Deed of Retirement and Appointment of Custodian Trustee

Ancor Investments Proprietary Limited
ACN 004 345 868

PP New Pty Ltd
ACN 088 406 437

Orora Limited
ACN 004 275 165

Parties

Amcor Investments Proprietary Limited of 109-133 Burwood Road, Hawthorn VIC 3122 (Retiring Trustee)

PP New Pty Ltd ACN 088 406 437 of 109 Burwood Road, Hawthorn VIC 3122 (New Trustee)

Orora Limited ACN 004 275 165 of 109 Burwood Road, Hawthorn VIC 3122 (Orora)

Background

- A The APM Fund is an unincorporated association unable to hold property in its own right.
- B The Retiring Trustee holds the Investments as Custodian Trustee for the benefit of the APM Fund.
- C The Retiring Trustee wishes to retire as Custodian Trustee and appoint the New Trustee as the replacement Custodian Trustee.
- D The New Trustee consents to its appointment as Custodian Trustee and acknowledges that it holds the Investments for the benefit of the APM Fund.
- E The parties wish to provide for certain matters relating to the retirement and appointment as set out in this deed.

Agreement

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following words have the following meanings in this deed, unless the context requires otherwise.

APM Fund means the APM Security Plan Sickness & Accident Fund ABN 57 413 197 086, an unincorporated association formed in the state of New South Wales.

APM Fund Rules means the Rules of the APM Fund.

Demerger Deed means the Demerger Deed dated 29 October 2013 between Amcor Limited ACN 000 017 372 and Orora.

Effective Date means the date of execution and delivery of this deed by the parties.

Claim means any allegation, debt, cause of action, Loss, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or

unascertained, actual or contingent, whether at law, in equity, under statute or otherwise.

Custodian Trustee means the custodian trustee for the time being of the Trust.

Government Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

Indemnifying Parties means the New Trustee as the Custodian Trustee and Orora.

Investments means the investments specified in the Schedule.

Liability means all liabilities, costs, losses and damage arising in the ordinary course of business, however and whenever caused and includes:

- (a) a liability due to negligence or any other tort;
- (b) a liability to a co-worker or a trade creditor;
- (c) a liability in relation to a loan, bank overdraft, trade bill facility, other financial accommodation, guarantee or indemnity;
- (d) a liability under a contract;
- (e) a judgement debt, fine, criminal or civil penalty, liability for damages or compensation or to account for profits or make restitution;
- (f) any Tax (except to the extent that other arrangements exist pursuant to the Transaction Documents);
- (g) any Stamp Duty;
- (h) any fee, charge or expense for legal (on a solicitor and own client basis), accounting or other professional services,

irrespective of whether the liability:

- (i) is actual, prospective, contingent or otherwise;
- (j) is at any time ascertained or unascertained;
- (k) is owing or is incurred by or on account of one person alone or severally or jointly with any other person;

or

- (l) comprises any combination of the above.

Loss means any loss including any damage, claim, action, Liability, cost, expense, charge, penalty outgoing or payments and legal costs and expenses on a full indemnity basis.

Separation Principle has the meaning given in the Demerger Deed.

Stamp Duty means any stamp, land rich, landholder, mortgage, transaction or registration duty or similar charge imposed by any Government Agency and includes any interest, fine, penalty, charge or other amount in respect of the above.

Tax includes:

- (a) any Australian or foreign tax, levy, charge, duty, impost, fee, deduction, compulsory loan or withholding, which is assessed, levied, imposed or collected by any Government Agency (including profits tax, property tax, interest tax, income tax, tax related to capital gains, tax related to the franking of dividends, bank account debits tax, fringe benefits tax, sales tax, payroll tax, group or Pay as You Go withholding tax, excise duties, customs duties, prescribed payments systems tax, reportable payments systems tax and land tax);
- (b) unless expressly excluded, Stamp Duty and GST or any equivalent or like tax, levy, charge, duty or impost imposed in a foreign jurisdiction; and
- (c) any interest, fine, penalty, charge, fee or any other amount assessed, charged or imposed on, or in respect of the above.

Transaction Documents has the meaning given in the Demerger Deed.

Trust means the trust relationship by which the Custodian Trustee holds the Investments for the benefit of the APM Fund.

Trustee Act means the *Trustee Act* 1925 (NSW).

1.2 Interpretation

The following apply in the interpretation of this deed, unless the context requires otherwise.

- (a) A reference to this agreement, this deed, this document or a similar term means either the agreement set out in this document or the document itself, as the context requires.
- (b) A reference to this deed or any other document is a reference to this document or that other document as varied, novated or replaced in any way.
- (c) A reference to a law includes any law, principle of equity, statute and official directive of any governmental authority.
- (d) A reference to any statute, regulation, rule or similar instrument includes any consolidations, amendments or re-enactments of it, any replacements of it, and any regulation or other statutory instrument issued under it.
- (e) A reference to the singular includes the plural number and vice versa.
- (f) A reference to a gender includes a reference to each gender.

- (g) A reference to a party means a person who is named as a party to this deed.
- (h) A reference to a person includes a firm, corporation, body corporate, unincorporated association and a governmental authority.
- (i) A reference to a party or a person includes that party's or person's executors, legal personal representatives, successors, liquidators, administrators, trustees in bankruptcy and similar officers and, where permitted under this deed, their substitutes and assigns.
- (j) An agreement on the part of, or in favour of, 2 or more persons binds or is for the benefit of them jointly and severally.
- (k) A reference to includes means includes but without limitation.
- (l) Where a word or expression has a defined meaning, its other grammatical forms have a corresponding meaning.
- (m) A reference to doing something includes an omission, statement or undertaking (whether or not in writing) and executing a document.
- (n) A reference to a clause, schedule or annexure is a reference to a clause of, or a schedule or an annexure to this deed.
- (o) A reference to time is to the time in the place where a thing is to be done, unless specified otherwise.
- (p) A heading is for reference only. It does not affect the meaning or interpretation of this deed.
- (q) Any schedule attached to this deed forms part of it. If there is any inconsistency between any clause of this deed and any provision in any schedule, the clause of this deed prevails.

2 RETIREMENT AND APPOINTMENT

2.1 Retirement and appointment

With effect on and from the Effective Date:

- (a) the Retiring Trustee appoints the New Trustee as the Custodian Trustee in accordance with this deed and section 6(4)(b) of the Trustee Act;
- (b) the New Trustee accepts its appointment as Custodian Trustee in accordance with this deed; and
- (c) the Retiring Trustee retires as the Custodian Trustee in accordance with this deed and section 6(2)(d) of the Trustee Act.

2.2 Covenants of New Trustee

The parties agree that, with effect on and from the Effective Date, the New Trustee shall have the same powers, authorities and discretions, and may in all respects act as if the New Trustee had been originally appointed the Custodian Trustee.

3 VESTING THE FUND

3.1 Obligations on Retiring Trustee

The Retiring Trustee agrees to, on or promptly after the Effective Date, vest or cause all of the Investments to be vested in the New Trustee (or its nominated custodian), as the New Trustee directs, and deliver to the New Trustee all originals and copies, in machine readable or printed form, of all books, files, reports, records, correspondence, documents and other material in its possession and relating to or used in connection with the Investments and the property in which the Retiring Trustee holds an interest as Custodian Trustee, including, but not limited to, minute books, statutory books and registers, books of account and copies of taxation returns.

3.2 Assumption of obligations

The parties must use all reasonable endeavours to procure (to the extent not already undertaken) that all third party contracts entered into by the Retiring Trustee in its capacity as Custodian Trustee are assigned, assumed and/or novated to the New Trustee with effect on and from the Effective Date.

3.3 Reasonable assistance

The Retiring Trustee must, on and from the Effective Date, provide to the New Trustee all assistance reasonably required by the New Trustee to facilitate the change of Custodian Trustee contemplated by this deed, including, without limitation, the enforcement of rights which the Retiring Trustee (in its capacity as Custodian Trustee) may have against third parties.

3.4 Costs and expenses

All reasonable costs and expenses incurred by Retiring Trustee in assigning the assets of the Custodian Trustee to the New Trustee (or its nominated custodian), including transferring third party contracts and delivering records and documents must be paid by the New Trustee.

4 INDEMNITY AND RELEASE

4.1 Release

The Retiring Trustee is absolved and released from all obligations as Custodian Trustee arising on or after the Effective Date.

4.2 Indemnity of Retiring Trustee

- (a) On and from the Effective Date, the New Trustee as Custodian Trustee, indemnifies the Retiring Trustee for all Claims of the Retiring Trustee arising

in connection with the proper performance of the duties and obligations of the Retiring Trustee in relation to its role as Custodian Trustee or otherwise in connection with its role as Custodian Trustee to the extent, and only to the extent that the Retiring Trustee would have been entitled to be indemnified as Custodian Trustee prior to the Effective Date. The liability of the New Trustee to the Retiring Trustee under this clause 4.2 is limited to the assets of the Trust.

- (b) Orora indemnifies the Retiring Trustee against all Loss and Claims incurred by the Retiring Trustee in relation to:
 - (i) any Claim brought by a member of the Orora Group contrary to the Separation Principle; or
 - (ii) the Trust, as if Orora had at all times acted as the Custodian Trustee (and as if the Retiring Trustee had not owned or operated or acted as trustee of the Trust at any time).
- (c) The release and indemnities in clauses 4.1, 4.2(a) and 4.2(b) are continuing obligations separate and independent from the other obligations set out in this deed and survive termination of this deed.
- (d) The New Trustee will indemnify Orora out of the assets of the Trust for any loss or liability arising to Orora as a consequence of providing the indemnity under clause 4.2(a).

4.3 Savings

Nothing in this deed acts to limit in any manner, any rights or indemnification of the Retiring Trustee as the Custodian Trustee, or any right of release or indemnity in respect of the period prior to or at the Effective Date.

5 REPRESENTATIONS AND WARRANTIES

5.1 New Trustee Representations and Warranties

The New Trustee represents, warrants and undertakes to the Retiring Trustee on the Effective Date that:

- (a) it has, and at all times when it remains the Custodian Trustee will have, the necessary skills, knowledge and expertise and human, technological and financial resources to perform its duties and obligations as Custodian Trustee;
- (b) the New Trustee is not a beneficiary under the Trust and, in accordance with the APM Fund Rules, cannot become a beneficiary under the Trust;
- (c) it will at all times when it remains as Custodian Trustee, maintain all appropriate insurances in connection with its role as Custodian Trustee; and
- (d) it is not aware of any information or matter that would adversely affect its ability to carry out its duties as Custodian Trustee.

5.2 Retiring Trustee Representations and Warranties

The Retiring Trustee represents, warrants and undertakes to the New Trustee on the Effective Date that the Retiring Trustee is not a beneficiary under the Trust and, in accordance with the APM Fund Rules, cannot become a beneficiary under the Trust.

6 CONFIRMATIONS

6.1 Investments are held in trust

The New Trustee hereby acknowledges that it holds the Investments in trust for the benefit of the APM Fund.

6.2 No new trust

Nothing expressly or impliedly contained in this deed is effective to impress any new or additional trust upon property held on trust as at the date of this deed.

6.3 No detriment to existing beneficiaries

The parties confirm that the retirement of the Retiring Trustee and the appointment of the New Trustee is not part of a scheme for conferring an interest, in relation to the trust property, on a new trustee or any other person, whether as a beneficiary or otherwise, to the detriment of the beneficial interest or potential beneficial interest of any person.

7 COSTS AND STAMP DUTY

7.1 Costs

Save as otherwise provided for in this deed, each party's costs in relation to this deed are to be paid by the New Trustee.

7.2 Stamp duty

To the extent permitted by law, any and all stamp duty, registration or other documentary taxes or charges payable in relation to this deed and in relation to any instrument or transaction contemplated by this deed are to be paid by the New Trustee.

8 GENERAL

8.1 Further acts and documents

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by the other party to give effect to the retirement of the Retiring Trustee and the appointment of the New Trustee in accordance with and as contemplated by this deed.

8.2 Amendment

This deed may only be varied or replaced by a deed executed by the parties.

8.3 Governing law

This deed is governed by and must be construed according to the laws applying in New South Wales.

8.4 Jurisdiction

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of New South Wales, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this deed; and
- (b) waives any objection it may now or in the future have to the venue or any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within sub-clause 8.4(a).

8.5 Counterparts

This deed may be executed in counterparts and the counterparts taken together constitute one and the same document.

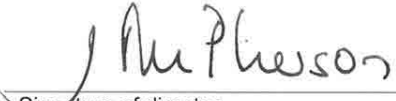
Schedule

1. The whole of the land in Certificate of Title Volume 7433 Folio 173 situated at and known as 67 Victory Parade, Tascott NSW 2250.
2. 289,200 fully paid ordinary shares in Amcor Limited.
3. 289,200 fully paid ordinary shares in Orora Limited.
4. 96,400 fully paid ordinary shares in Paperlinx Limited.

EXECUTION

Executed by the parties as a deed on

10/4/ 2015

Signed, sealed and delivered by Amcor
Investments Proprietary Limited ACN
004 345 868 by:
Signature of director/company secretaryPAUL CONNOLLY
Print name
Signature of directorJULIE MCPHERSON
Print name~~Signed, sealed and delivered by PP
New Pty Ltd ACN 088 406 437 by:~~~~~~
~~Signature of director/company secretary~~~~Stuart Hutton~~
Print name
Signature of directorANN STUBBS
Print nameSigned, sealed and delivered by Orora
Limited ACN 004 275 165 by:
Signature of director/company secretaryANN STUBBS
Print name
Signature of directorNigel David Garrard
Print name

HENRY DAVIS YORK

Deed of Retirement and Appointment of Custodian Trustee

William Mark Ovens

PP New Pty Ltd
ACN 088 406 437

Orora Limited
ACN 004 275 165

Parties

William Mark Ovens of 2/61 Blaxland Street, Hunters Hill (Retiring Trustee)

PP New Pty Ltd ACN 088 406 437 of 109 Burwood Road, Hawthorn VIC 3122 (New Trustee)

Orora Limited ACN 004 275 165 of 109 Burwood Road, Hawthorn VIC 3122 (Orora)

Background

- A The APM Fund is an unincorporated association unable to hold property in its own right.
- B The Retiring Trustee holds Point Clare for the benefit of the APM Fund.
- C The Retiring Trustee wishes to retire as Custodian Trustee and appoint the New Trustee as the replacement Custodian Trustee.
- D The New Trustee consents to its appointment as Custodian Trustee and acknowledges that it holds Point Clare for the benefit of the APM Fund.
- E The members of the APM Fund include employees of Orora.
- F The parties wish to provide for certain matters relating to the retirement and appointment as set out in this deed.

Agreement

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following words have the following meanings in this deed, unless the context requires otherwise.

APM Fund means the APM Security Plan Sickness & Accident Fund ABN 57 413 197 086, an unincorporated association formed in the state of New South Wales.

APM Fund Rules means the Rules of the APM Fund.

Effective Date means the date of execution and delivery of this deed by the parties.

Claim means any allegation, debt, cause of action, Loss, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or

unascertained, actual or contingent, whether at law, in equity, under statute or otherwise.

Custodian Trustee means the custodian trustee for the time being of the Trust.

Indemnifying Parties means the New Trustee as the Custodian Trustee and Orora.

Loss means any damage, loss, cost, claim, penalty, liability or expense (whether actual, contingent or prospective, and including legal costs and expenses) irrespective of when the acts, events or things giving rise to the Loss occurred.

Point Clare means the whole of the land contained in Certificate of Title Volume 12794 Folio 19 with title reference 15/9417 and otherwise situated at and known as 69 Victory Parade, Tascott NSW 2250.

Trust means the trust relationship by which the Custodian Trustee holds Point Clare for the benefit of the APM Fund.

Trustee Act means the *Trustee Act 1925* (NSW).

1.2 Interpretation

The following apply in the interpretation of this deed, unless the context requires otherwise.

- (a) A reference to this agreement, this deed, this document or a similar term means either the agreement set out in this document or the document itself, as the context requires.
- (b) A reference to this deed or any other document is a reference to this document or that other document as varied, novated or replaced in any way.
- (c) A reference to a law includes any law, principle of equity, statute and official directive of any governmental authority.
- (d) A reference to any statute, regulation, rule or similar instrument includes any consolidations, amendments or re-enactments of it, any replacements of it, and any regulation or other statutory instrument issued under it.
- (e) A reference to the singular includes the plural number and vice versa.
- (f) A reference to a gender includes a reference to each gender.
- (g) A reference to a party means a person who is named as a party to this deed.
- (h) A reference to a person includes a firm, corporation, body corporate, unincorporated association and a governmental authority.
- (i) A reference to a party or a person includes that party's or person's executors, legal personal representatives, successors, liquidators,

administrators, trustees in bankruptcy and similar officers and, where permitted under this deed, their substitutes and assigns.

- (j) An agreement on the part of, or in favour of, 2 or more persons binds or is for the benefit of them jointly and severally.
- (k) A reference to includes means includes but without limitation.
- (l) Where a word or expression has a defined meaning, its other grammatical forms have a corresponding meaning.
- (m) A reference to doing something includes an omission, statement or undertaking (whether or not in writing) and executing a document.
- (n) A reference to a clause, schedule or annexure is a reference to a clause of, or a schedule or an annexure to this deed.
- (o) A reference to time is to the time in the place where a thing is to be done, unless specified otherwise.
- (p) A heading is for reference only. It does not affect the meaning or interpretation of this deed.
- (q) Any schedule attached to this deed forms part of it. If there is any inconsistency between any clause of this deed and any provision in any schedule, the clause of this deed prevails.

2 RETIREMENT AND APPOINTMENT

2.1 Retirement and appointment

With effect on and from the Effective Date:

- (a) the Retiring Trustee appoints the New Trustee as the Custodian Trustee in accordance with this deed and section 6(4)(b) of the Trustee Act;
- (b) the New Trustee accepts its appointment as Custodian Trustee in accordance with this deed; and
- (c) the Retiring Trustee retires as the Custodian Trustee in accordance with this deed and section 6(2)(d) of the Trustee Act.

2.2 Covenants of New Trustee

The parties agree that, with effect on and from the Effective Date, the New Trustee shall have the same powers, authorities and discretions, and may in all respects act as if the New Trustee had been originally appointed The Custodian Trustee.

3 VESTING THE FUND**3.1 Obligations on Retiring Trustee**

The Retiring Trustee agrees to, on or promptly after the Effective Date, vest or cause Point Clare to be vested in the New Trustee (or its nominated custodian), as the New Trustee directs, and deliver to New Trustee all records, correspondence, documents and other material in its possession and relating to or used in connection with Point Clare and the property in which the Retiring Trustee holds an interest as Custodian Trustee.

3.2 Assumption of obligations

The parties must use all reasonable endeavours to procure (to the extent not already undertaken) that all third party contracts entered into by the Retiring Trustee in its capacity as the Custodian Trustee are assigned, assumed and/or novated to the New Trustee with effect on and from the Effective Date.

3.3 Reasonable assistance

The Retiring Trustee must, on and from the Effective Date, provide to the New Trustee all assistance reasonably required by the New Trustee to facilitate the change of Custodian Trustee contemplated by this deed, including, without limitation, the enforcement of rights which the Retiring Trustee (in its capacity as the Custodian Trustee) may have against third parties.

3.4 Costs and expenses

All reasonable costs and expenses incurred by Retiring Trustee in assigning the assets of the Custodian Trustee to the New Trustee (or its nominated custodian), including transferring third party contracts and delivering records and documents must be paid by the New Trustee.

4 INDEMNITY AND RELEASE**4.1 Release**

The Retiring Trustee is absolved and released from all obligations as Custodian Trustee arising on or after the Effective Date.

4.2 Indemnity of Retiring Trustee

- (a) On and from the Effective Date, the Indemnifying Parties indemnify the Retiring Trustee for all Claims of the Retiring Trustee arising in connection with the proper performance of the duties and obligations of the Retiring Trustee in relation to its role as the Custodian Trustee or otherwise in connection with its role as the Custodian Trustee to the extent, and only to the extent that the Retiring Trustee would have been entitled to be indemnified prior to the Effective Date.

- (b) On and from the Effective Date, the Indemnifying Parties indemnify the Retiring Trustee for all Claims arising out of the Retiring Trustee vesting, or causing the vesting of, Point Clare in the New Trustee.
- (c) The liability of the Indemnifying Parties to the Retiring Trustee under this clause 4.2 is limited to the assets of the Trust.
- (d) The release and indemnities in clauses 4.1 and 4.2(a) and (b) are continuing obligations separate and independent from the other obligations set out in this deed and survive termination of this deed.
- (e) The New Trustee will indemnify Orora out of the assets of the Trust for any loss or liability arising to Orora as a consequence of providing the indemnity under clause 4.2(a).

4.3 Savings

Nothing in this deed affects any rights or indemnification of the Retiring Trustee as the Custodian Trustee, or right of release or indemnity in respect of the period prior to or at the Effective Date.

5 REPRESENTATIONS AND WARRANTIES

5.1 New Trustee Representations and Warranties

The New Trustee represents, warrants and undertakes to the Retiring Trustee on the Effective Date that:

- (a) it has, and at all times when it remains the Custodian Trustee will have, the necessary skills, knowledge and expertise and human, technological and financial resources to perform its duties and obligations as the Custodian Trustee;
- (b) the New Trustee is not a beneficiary under the Trust and, in accordance with the APM Fund Rules, cannot become a beneficiary under the Trust;
- (c) it will at all times when it remains as the Custodian Trustee, maintain all appropriate insurances in connection with its role as the Custodian Trustee; and
- (d) it is not aware of any information or matter that would adversely affect its ability to carry out its duties as the Custodian Trustee.

5.2 Retiring Trustee Representations and Warranties

The Retiring Trustee represents, warrants and undertakes to the New Trustee on the Effective Date that the Retiring Trustee is not a beneficiary under the Trust and, in accordance with the APM Fund Rules, cannot become a beneficiary under the Trust.

6 CONFIRMATIONS**6.1 Property is held in trust**

- (a) The Retiring Trustee acknowledges that, immediately prior to entering into this deed, it held Point Clare on behalf of the APM Fund and subject to the APM Fund Rules.
- (b) The New Trustee hereby acknowledges that it holds Point Clare on behalf of the APM Fund and subject to the APM Fund Rules.

6.2 No new trust

Nothing expressly or impliedly contained in this deed is effective to impress any new or additional trust upon property held on trust as at the date of this deed.

6.3 No detriment to existing beneficiaries

The parties confirm that the retirement of the Retiring Trustee and the appointment of the New Trustee is not part of a scheme for conferring an interest, in relation to the trust property, on a new trustee or any other person, whether as a beneficiary or otherwise, to the detriment of the beneficial interest or potential beneficial interest of any person.

7 COSTS AND STAMP DUTY**7.1 Costs**

Save as otherwise provided for in this deed, each party's costs in relation to this deed are to be paid by the New Trustee. Otherwise, the Retiring Trustee and the New Trustee must bear their own costs.

7.2 Stamp duty

To the extent permitted by law, any and all stamp duty, registration or other documentary taxes or charges payable in relation to this deed and in relation to any instrument or transaction contemplated by this deed are to be paid by the New Trustee.

8 GENERAL**8.1 Further acts and documents**

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by the other party to give effect to the retirement of the Retiring Trustee and the appointment of the New Trustee in accordance with and as contemplated by this deed.

8.2 Amendment

This deed may only be varied or replaced by a deed executed by the parties.

8.3 Governing law

This deed is governed by and must be construed according to the laws applying in New South Wales.

8.4 Jurisdiction

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of New South Wales, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this deed; and
- (b) waives any objection it may now or in the future have to the venue or any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within sub-clause 8.4(a).

8.5 Counterparts

This deed may be executed in counterparts and the counterparts taken together constitute one and the same document.

EXECUTION

Executed by the parties as a deed on

16 June

2016

Signed, sealed and delivered by William Mark Ovens in the presence of:


 Signature of witness

 ROSS STANLEY NEVILLE
 Print name

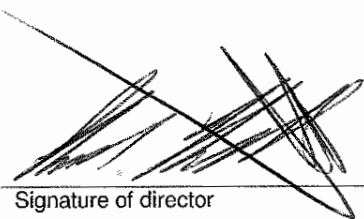
 4/162 GOULBURN STREET,
 Address SYDNEY 2010


 William Mark Ovens

Signed, sealed and delivered by PP New Pty Ltd ACN 088 406 437 by:


 Signature of director/company secretary
 ANN STUBBINGS

Print name


 Signature of director
 Stuart Hutton

Print name

Signed, sealed and delivered by Orora Limited ACN 004 275 165 by:


 Signature of director/company secretary
 ANN STUBBINGS

Print name


 Signature of director
 Nigel David Garrard

Print name



SEARCH DATE

21/5/2021 4:01PM

FOLIO: 15/9417

First Title(s): SEE PRIOR TITLE(S)

Prior Title(s): VOL 12794 FOL 19

Recorded -----	Number -----	Type of Instrument -----	C.T. Issue -----
21/8/1988		TITLE AUTOMATION PROJECT	LOT RECORDED FOLIO NOT CREATED
15/11/1988		CONVERTED TO COMPUTER FOLIO	FOLIO CREATED CT NOT ISSUED
6/5/2015	AJ460948	CAVEAT	
22/7/2016	AK614549	WITHDRAWAL OF CAVEAT	
22/7/2016	AK614550	APPLICATION FOR REPLACEMENT CERTIFICATE OF TITLE	
22/7/2016	AK614551	NOTICE OF DEATH	EDITION 1
16/9/2016	AK758828	TRANSFER WITHOUT MONETARY CONSIDERATION	EDITION 2

*** END OF SEARCH ***



FOLIO: 15/9417

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
21/5/2021	11:49 AM	2	16/9/2016

LAND

LOT 15 IN DEPOSITED PLAN 9417
AT POINT CLARE
LOCAL GOVERNMENT AREA CENTRAL COAST
PARISH OF PATONGA COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP9417

FIRST SCHEDULE

PP NEW PTY LTD (TZ AK758828)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A621201 COVENANT

NOTATIONS

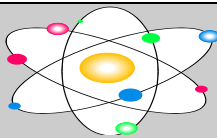
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

4035569

PRINTED ON 21/5/2021

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.



Australian Paper Manufactures SICKNESS & ACCIDENT FUND NSW

**P.O. BOX 95
MATRAVILLE
N.S.W. 2036**

TELEPHONE: 96953409

FAX : 93167181

24/06/15

Mr Mark Ovens

Re: Title to Point Clare property.

Mark.

I am the current secretary of the APM Sickness and Accident Fund.

I have been employed at the Botany Mill since September 1981. You were personnel manager when I was hired in the accounts department. I subsequently became Pay Master and later moved into the recycling department, and for many years have been secretary for the S&A fund.

In the late 1970s The fund which owned the property at 67 Victory Parade Pt Clare purchased the neighbouring property at 69 victory Parade.

As the Fund was an unincorporated body and could not hold title to land, it was Decided the Title would be held in trust for the fund in the names of yourself and Mr Harold Dennis (deceased) . I believe at the time Harold was Safety Manager and Chairman of the fund. Since that time APM has become known as AMCOR and about 18 months ago Amcor split into two companies AMCOR and ORORA. Botany mill became part of ORORA and thus the Fund is now attached to ORORA.

Due to this most recent change we have decided to rationalise the ownership of the Fund's assets so they are all held in trust by a single body.

To facilitate this we have engaged the legal firm of Henry Davis York.

I understand they have been in contact with you in regards to this matter and are preparing some documentation regarding this title to send to you shortly.

The documents are quite detailed, so please contact me with any questions, especially in relation to the Fund or the property.

The current Chairman of the fund is Eric Bartschi who has been employed at botany for over 30 Years.

Also Mrs Fiona Faust is Committee member and day to day administrator of the fund. Fiona is Harold Dennis's Daughter and has been at Botany for 20 years

Again please feel free to contact any of us for more information and thank you for your cooperation with this matter.

Yours truly,

Edwin Caldwell

Secretary

APM Sickness & Accident Fund
Botany 0296953409

Eric Bartschi

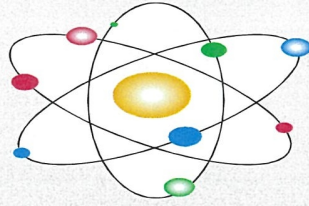
Chairman

02 9695 3586

Fiona Faust

Committee member

02 9695 3489



APM BOTANY MILL SECURITY PLAN SICKNESS & ACCIDENT FUND

Monday 26 August 2019

Present: Ed Caldwell, Eric Bartschi, Fiona Faust,
Minutes: Fiona Faust

Meeting held to discuss several items.

1. Addition of signatories to the St George Bank account
 - a. Agreed to add Ross Smith and Fiona Faust as signatories on the account, in addition to Eric Bartschi and Ed Caldwell
2. Remove Peter Ryan as a signatory on the account
 - a. Agreed to request St George to remove Peter Ryan from signatory list
3. Closure of Bank Australia accounts and transferring of money to St George
 - a. Agreement to start the process of closing the Bank Australia accounts and move all monies in the fund to St George
4. Visit St George to organize a cheque book be attached to the account to use as an everyday account for bill payments etc.
 - a. Agreed for Eric, Ed, Ross and Fiona to meet with St George to discuss account
5. Discussed the potential wind up of the fund. With the retirement of Ed and uncertainty of Eric's time in the business we feel the time is right to commence the wind up process.
 - a. Agreed that Eric and Fiona will discuss with Chris Rosser and inform him what we intend to do.
 - b. Involve Jason Arnheim and advise the we are commencing the wind up of the fund.

NEWS RELEASE

Orora Limited announces the sale of its Australasian Fibre Business for A\$1,720 million

10 October 2019

Orora Limited (ASX: ORA) is today announcing that it has entered into a binding agreement to sell its Australasian Fibre Business to a wholly owned subsidiary of Nippon Paper Industries Co., Limited ("Nippon Paper") for an enterprise value of A\$1,720 million.

Following the receipt of interest for the Australasian Fibre Business, Orora's Board concluded that the Nippon Paper offer is compelling and its acceptance is therefore in the best interests of shareholders.

About the Nippon Paper Offer

- Reflects an enterprise value of A\$1,720 million.
- Represents an EV / FY19 adjusted EBITDA multiple of ~11.5 and an EV / adjusted EBIT multiple of ~18.9, which is higher than Orora's current trading multiples.
- Fully values the Australasian Fibre Business (which includes the B9 Paper Mill, fibre converting, specialty packaging, cartons, bags, functional coatings and Orora WRS packaging distribution) with reference to the outlook for the business.
- Is subject to customary conditions for a transaction of this nature, including regulatory approvals, with completion expected to occur in early 2020.
- The estimated net gain after costs and tax is ~A\$225 million, which will be recognised as a Significant Item.

Return of proceeds to shareholders

- Orora expects to receive net cash proceeds from the transaction, after taxes, transaction costs, restructuring costs and customary closing adjustments of A\$1,550 million.
- Following completion of the transaction, Orora intends to return in the vicinity of A\$1,200 million, being the majority of the net proceeds, to shareholders, in the most efficient way through capital management initiatives.
- It is Orora's intention to return to its current target leverage ratio once the capital management initiatives are completed.
- Further details on the return of proceeds will be provided in due course.

Orora Group post-transaction

Following completion of the transaction, Orora will continue to operate its:

(1) Australasian Beverage Business

- Orora is a leading supplier of aluminium cans, glass bottles and wine closures in Australia and New Zealand.
- The business has the number one market position in cans and glass wine bottles and number two in wine closures and glass beer bottles.

Completion of the transaction is not expected to result in the loss of any meaningful operational or customer related synergies.

(2) North American Businesses

- Orora's North American business includes Orora Packaging Solutions (OPS) and Orora Visual (OV).
- OPS is a top 5 company in the highly fragmented US\$50.0 billion packaging distribution market segment.
- OV is a top 5 company in the US\$10.0 billion point of purchase/visual displays market segment.
- Orora believes there is potential to grow its North American businesses through leveraging superior products, service levels and a nationwide footprint.

Orora Chairman Chris Roberts said: "The Nippon Paper offer represents compelling value for shareholders, reflecting a full price for the Australasian Fibre Business which has reached maturity under Orora ownership and which will now benefit from the synergies and other value enhancements available to Nippon Paper as a strategic acquirer. Orora will now focus on its Australasian Beverage and North American businesses which both have a strong long term growth outlook and provide opportunity for superior returns on capital for shareholders."

"The Australasian Fibre Business has been an important part of Orora since listing on the ASX in 2013. The Offer from Nippon Paper is an exciting opportunity for the Fibre team to join one of the world's largest forest, paper and packaging companies, with a strong track record of investment to support growth, including in people and technology."

Orora Managing Director & CEO Brian Lowe said: "Today's announcement represents an exciting new era for both Orora and the Fibre business as it transitions to Nippon Paper."

"Orora Group will retain the market leading Beverage business, which manufactures ~65% of Australia's wine bottles, is the leading manufacturer of aluminium cans in the Australasian region and has exclusive rights to produce STELVIN® wine closures. The Beverage business has a history of sustained growth, innovation and profitability. Orora's North America businesses likewise operate in attractive segments and, following recent initiatives, are well positioned to drive future growth and cash flow generation."

"As a more streamlined group of businesses, there may be some reduction in roles required to support the Orora Group activities going forward. We recognise the effect that this could have on our people and will be working closely with all potentially affected by today's announcement," Mr Lowe said.

ENDS

About Nippon Paper

Nippon Paper Group is a leading, diversified international timber, pulp, paper, paperboard packaging and chemicals business with operations in Asia, Oceania, North and South America and Europe.

Headquartered in Tokyo, Japan, Nippon Paper was founded in 1949 and is listed on the Tokyo Stock Exchange with net sales of approx. \$15 billion AUD. Nippon Paper Group is committed to global expansion through its key growth areas of packaging, household paper and healthcare, chemicals, energy, and wood products. Past acquisitions have included Australian Paper in 2009 for approx. \$700 million AUD and the Weyerhaeuser liquid packaging board business in 2016 for \$285 million USD. The purchase of Orora's Australasian Fibre Packaging business will be the Group's largest investment outside Japan. www.nipponpapergroup.com

MEDIA CALL: Orora is hosting a media call at 10.30 (AEST) today.

TELEPHONE: Local dial-in: +61 2 8373 3507/Toll free dial-in: 1800 175 864 **ACCESS CODE:** 2896629

Company contacts:

Media enquiries

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Orora Corporate Affairs

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M: +61 408 147 350

Rhianna Fursdon

Orora Corporate Affairs

M: +61 477 020 337

Investor enquiries

Stuart Hutton

Chief Financial Officer

T: +61 3 9811 7271

M: +61 439 500 283

Grant Warner

GM Treasury and Investor Relations

T: +61 3 9811 7441

M: +61 439 002 416



014015



APM SECURITY PLAN SICKNESS & ACCIDENT FUND
1891 BOTANY RD
MATRAVILLE NSW 2036

Our reference: 8011072046813

Website: ato.gov.au

Phone: 13 11 42

TFN: 94 878 570

22 September 2020

We're here to help

- › Here is your lodgment information
- › You can choose from different lodgment or support options

To whom it may concern,

We understand there are challenging circumstances that can make it difficult to lodge and pay on time - we are here to help.

You should continue to lodge on time, even if you can't pay by the due date. This will help us understand your total tax position. You'll only be able to receive certain Government assistance payments through lodging.

If you need help with lodging or paying, we have a range of support options available to assist you.

Included are details of your overdue returns. If you have lodged recently, thank you - you don't need to do anything further.

What you need to do

- › Lodge your overdue returns or ask a registered tax practitioner for help to lodge
- › get in touch with us if you are experiencing difficulties.

Our information indicates you need to lodge as you operated a business.

It is also important that you tell us if you are no longer required to lodge.

Yours faithfully
Melinda Smith
Deputy Commissioner of Taxation

NEED HELP?

We can help you with your questions about lodgment or any other tax matter, including how to pay. Support is available online or by phone.

Go to ato.gov.au anytime to find the answer to your question or phone **13 11 42** during office hours. It will be easier if you have this letter with you when you phone us.

FIND OUT MORE

Find out how you can lodge at ato.gov.au/howtolodge

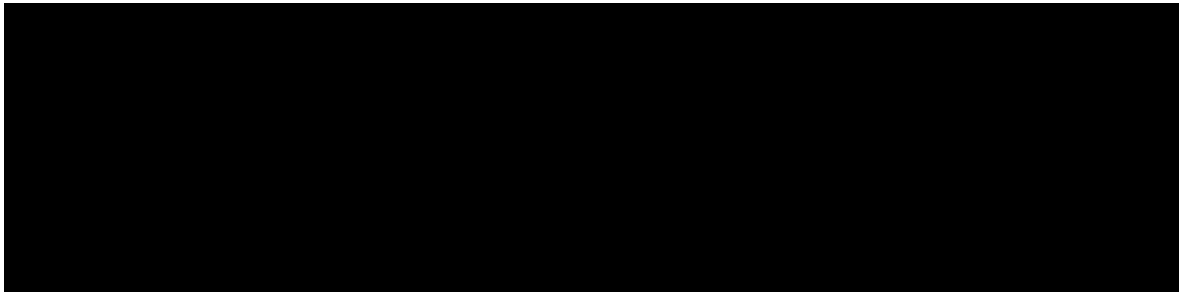


Australian Government
Australian Taxation Office

Your overdue lodgments

Lodgment type	Overdue period
Income tax returns	1 July 2018 - 30 June 2019
	1 July 2017 - 30 June 2018
	1 July 2016 - 30 June 2017
	1 July 2015 - 30 June 2016
	1 July 2014 - 30 June 2015

From: [Jacob Chretien](#)
To: [Megan Trethowan](#)
Subject: FW: [EXTERNAL] Sick an Accident Fund
Date: Wednesday, 28 October 2020 5:27:55 PM
Attachments: [image001.png](#)
[image002.png](#)



Opal.

Jacob.Chretien
 GM Technical - Paper & Recycling

Botany Mill
 1891 Botany Rd
 Matraville NSW 2036
jacob.chretien@opalan.com
 T: +61 2 9695 3434
 M: +61 407 258 677
opalan.com
 A member of the Nippon Paper Group

Thinking packaging.
 Discover Opal.

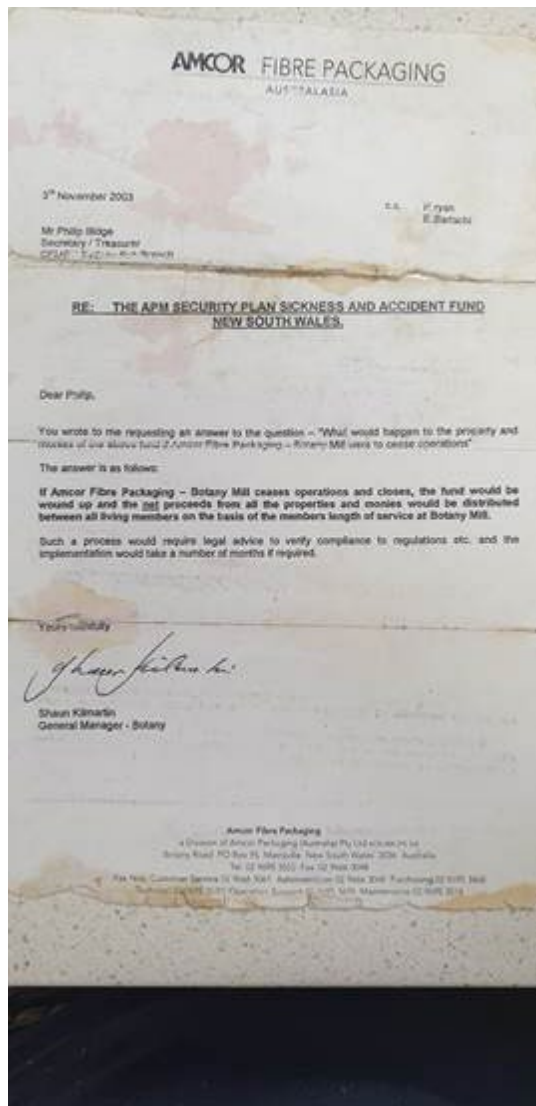
Note that my email address has changed – please update as required.

From: gordonmorgan <gordonmorgan@bigpond.com>
Sent: Wednesday, 28 October 2020 3:46 PM
To: Jacob Chretien <jacob.chretien@opalan.com>
Subject: RE: [EXTERNAL] Sick an Accident Fund

[External Email] Stop and think before opening attachments, clicking on links or responding.

Jacob,

As far as the process is concerned, not sure by your meaning of that but we as a group need more information. The letter attached shows what should happen. Gordon



Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: Jacob Chretien <jacob.chretien@opalanz.com>
Date: 28/10/20 12:13 (GMT+10:00)
To: GORDON MORGAN <gordonmorgan@bigpond.com>
Subject: RE: [EXTERNAL] Sick an Accident Fund

Gordon,

Thank you for your interest in the Botany Sickness and Accident Fund.

At this stage, no final decision has been made in relation to the future of the Fund.

Any communications in respect of future matters will be guided by the process/requirements of the Fund.

Regards,

Jacob



Jacob.Chretien

GM Technical - Paper & Recycling

Botany Mill

1891 Botany Rd

Matraville NSW 2036

jacob.chretien@opalan.com

T: +61 2 9695 3434

M: +61 407 258 677

opalan.com

A member of the Nippon Paper Group

**Thinking packaging.
Discover Opal.**

Note that my email address has changed – please update as required.

From: GORDON MORGAN <gordonmorgan@bigpond.com>

Sent: Tuesday, 27 October 2020 9:27 AM

To: [Jacob.chretien@opalan.com](mailto:jacob.chretien@opalan.com)

Subject: [EXTERNAL] Sick an Accident Fund

[External Email] Stop and think before opening attachments, clicking on links or responding.

Hi Jacob,

On behalf of a group of ex Employees(pre 2012), we as a group need to now what is happening with the Liquidation of the Sick an Accident Fund. Can you please pass on information as to were your at with the Liquidation as I can relay that info onto the Group.

Gordon Morgan(for the Group)

[EXTERNAL EMAIL] Stop and think before opening attachments, clicking on links or responding.

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KordaMentha

GPO Box 2523
Sydney NSW 2001
Chifley Tower
Level 5, 2 Chifley Square
Sydney NSW 2000

+61 2 8257 3000
info@kordamentha.com

13 July 2021

Dear Sir/Madam

**KordaMentha Shelf Co (APMSPSAF) Pty Ltd ('New Trustee') ACN 642 981 799 as trustee for
APM Security Plan Sickness & Accident Fund ('Fund') trust ('Trust') ABN 57 413 197 086
TFN 94 878 570**

On 22 June 2021, by Order of the Supreme Court of New South Wales ('the Order'), the New Trustee was appointed to replace PP New Pty Ltd as trustee of the Fund. Additionally, pursuant to the Order and section 71 of the *Trustee Act 1925* (NSW), all property held on trust for the Fund under the Trust vests in the New Trustee. A full copy of the Order and further details of the New Trustee's appointment can be found on the KordaMentha website at <https://www.kordamentha.com/creditors/apm-security-plan-sickness-accident-fund>.

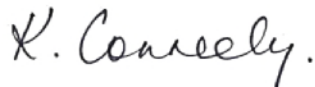
Following a review of the books and records made available to the New Trustee, it is understood that you may be a current or past member of the Fund.

Accordingly, we request your assistance in obtaining:

- any details of current and past members of the Fund ('Members')
- details of creditors, claimants and contributories and potential creditors, claimants and contributories of the Fund ('Claimants')
- details of persons who have been acting as officeholders on behalf of the Fund ('Officeholders')
- information and documentation about the Fund and the Trust
- notification of any claims in respect of the property held on trust for the Fund
- opinions of Members, Claimants and Officeholders about the winding up of the Fund or any alternatives to winding up the Fund.

Should you have any information pertaining to the above, or any other queries in relation to this matter, please contact KordaMentha by email at botanymillfund@kordamentha.com.

Yours faithfully



Kate Conneely
Director
KordaMentha Shelf Co (APMSPSAF) Pty Ltd
Trustee of the APM Security Plan Sickness & Accident Fund

Enc.



Issued: 22 June 2021 3:21 PM

JUDGMENT/ORDER**COURT DETAILS**

Court	Supreme Court of NSW
Division	Equity
List	Equity General
Registry	Supreme Court Sydney
Case number	2021/00179305

TITLE OF PROCEEDINGS

First Plaintiff	PP New Pty Ltd ACN 088406437
Second Plaintiff	KordaMentha Shelf Co (APMSPSAF) Pty Ltd
First Defendant	.

DATE OF JUDGMENT/ORDER

Date made or given	22 June 2021
Date entered	22 June 2021

TERMS OF JUDGMENT/ORDER**ORDERS:**

Her Honour, Ward CJ in Eq, makes the following orders:

1. Make Orders in accordance with the Short Minutes of Order provided to the Court, initialled and dated by her Honour today.

The Court orders that:

1 On the solicitors for the Plaintiffs undertaking to pay the requisite filing fee and any other fees (if any), the Plaintiffs have leave to file in Court, returnable instant:

- (a) the Summons dated 22 June 2021;
- (b) the affidavit of Bernard Colin Walrut affirmed 22 June 2021;
- (c) the second affidavit of Bernard Colin Walrut affirmed 22 June 2021; and
- (d) the affidavit of Catherine Margaret Conneely sworn 22 June 2021.

2 Pursuant to section 70 of the Trustee Act 1925 (NSW) (Trustee Act) KordaMentha Shelf Co (APMSPSAF) ACN 642 981 799 Pty Ltd of Level 31, 525S Collins Street, Melbourne VIC 3000 (New Trustee) be appointed in substitution for PP New Pty Ltd ACN 088 406 437 as trustee of the APM Security Plan Sickness & Accident Fund ABN 57 413 197 086 (Fund) trust (Trust).

3 Pursuant to section 71 of the Trustee Act that all property held on trust for the Fund under the Trust (Property) be vested in the New Trustee, including but not limited to:

- (a) 289,200 fully paid ordinary shares in Amcor Plc shares;
- (b) 289,200 fully paid ordinary shares in Orora Ltd shares;
- (c) lot 15 in deposited plan 9417 being the property located at 69 Victory Parade, Tascott NSW 2250;
- (d) lot 16 in deposited plan 9417 being the property located at 67 Victory Parade, Tascott NSW 2250; and

(e) cash assets held in the following bank accounts:

(i) bank accounts with Bank Australia for Customer Number 2055554 (in the name of Apm Sick.& Accident Fund), having numbers:

- (A) 19237311;
- (B) 138010423;
- (C) 138010430;
- (D) 138010445;
- (E) 138010482;
- (F) 138011168;
- (G) 138011169;
- (H) 138011166;
- (I) 138011167; and
- (J) 138011186;

(ii) bank accounts with St George Bank having numbers 000 0392345349, 000 0393455671, 000 0393754611 and 059144771 (in the name of APM Sickness and Accident Fund); and/or

(iii) bank accounts otherwise in the name of the Fund, or managed by or on behalf of the Fund.

4 Pursuant to section 81 of the Trustee Act, section 90 of the Civil Procedure Act 2005 (NSW) and rule 36.1 of the Uniform Civil Procedure Rules 2005 (NSW), the New Trustee is authorised to undertake the following course of action (Course of Action):

(a) provide notice to current and past members of the Fund (Members), creditors, claimants and contributories or potential creditors, claimants and contributories of the Fund (Claimants) and the persons who have been acting as officeholders on behalf of the Fund (together, Interested Persons) (Notice):

- (i) of the orders made in this proceeding;
- (ii) seeking information and documentation about the Fund and Trust;
- (iii) seeking notification of any claims in respect of the Property; and
- (iv) seeking the Interested Persons' opinion about the winding up of the Fund or any alternatives to winding up the Fund.

(b) issue the Notice by:

- (i) sending the Notice to the known email addresses of the Interested Persons;
- (ii) sending the Notice to known addresses of the Interested Persons;
- (iii) publishing the Notice on KordaMentha's website being www.kordamentha.com; and
- (iv) publishing the Notice in The Australian and the Sydney Morning Herald;
- (c) provide the Interested Persons with not less than 28 days' notice from publication of the Notice in the Sydney Morning Herald and The Australian so as to obtain professional advice and representation in respect of any matters the subject of the Notice;
- (d) after the expiration of the 28 day notice period from publication of the Notice in the Sydney Morning Herald and The Australian, bring a further application to the Court seeking directions for the convening of a meeting of the Interested Persons to consider the Fund's future (and any other consequential directions to facilitate this);

(e) for the purposes of subparagraphs (a) to (d) above:

- (i) conduct a review of the books and records of the Fund and any additional information obtained after issuing the Notice;
- (ii) identify the Interested Persons;
- (iii) liaise with the Interested Persons and financial institutions; and
- (iv) identify the Property and liabilities of the Fund, including any Property held in the name of individuals or other third parties on behalf of the Fund;
- (f) obtain professional representation for the purposes of subparagraphs (a) to (e) above;

5 Pursuant to section 85 of the Trustee Act, the First Plaintiff is relieved from any personal liability for breach of trust by reason only of commencement of this proceeding.

6 Pursuant to section 93 of the Trustee Act, the First Plaintiff's costs and expenses of and incidental to this proceeding are to be paid on an indemnity basis out of the assets of the Trust.

7 Pursuant to section 93 of the Trustee Act, the Second Plaintiff's costs and expenses of and incidental to this proceeding are to be paid on an indemnity basis out of the assets of the Trust.

8 Pursuant to section 59(4) of the Trustee Act, the Second Plaintiff's future remuneration and disbursements in connection with the Course of Action are to be paid from the assets of the Trust on an indemnity basis, as and when the Second Plaintiff considers appropriate subject to order 10 below.

9 Pursuant to s.90 of the Civil Procedure Act, the Second Plaintiff make such application for advice and/or orders as it may be advised, within 120 days of the issuing of a Notice as contemplated by order 4(a) above, and any person claiming an interest in the affairs or property of the Fund and/or Trust shall be entitled to seek leave to appear in any such proceeding.

10 Pursuant to s.90 of the Civil Procedure Act, at least every 6 months from the date hereof until further or other order, the Second Plaintiff make application to the Court for review of its remuneration and disbursements paid in accordance with order 8 in the prior 6 month period.

11 The Second Plaintiff have leave to apply to Ward CJ in Eq in chambers to amend or vary the terms of orders 3, 4 or 9 if any circumstances so require.

SEAL AND SIGNATURE



Signature	J.Dermoudy (L.S.)
Capacity	Chief Clerk
Date	22 June 2021

If this document was issued by means of the Electronic Case Management System (ECM), pursuant to Part 3 of the Uniform Civil Procedure Rules (UCPR), this document is taken to have been signed if the person's name is printed where his or her signature would otherwise appear.



Issued: 22 June 2021 3:21 PM

JUDGMENT/ORDER**COURT DETAILS**

Court	Supreme Court of NSW
Division	Equity
List	Equity General
Registry	Supreme Court Sydney
Case number	2021/00179305

TITLE OF PROCEEDINGS

First Plaintiff	PP New Pty Ltd ACN 088406437
Second Plaintiff	KordaMentha Shelf Co (APMSPSAF) Pty Ltd
First Defendant	.

DATE OF JUDGMENT/ORDER

Date made or given	22 June 2021
Date entered	22 June 2021

TERMS OF JUDGMENT/ORDER**ORDERS:**

Her Honour, Ward CJ in Eq, makes the following orders:

1. Make Orders in accordance with the Short Minutes of Order provided to the Court, initialled and dated by her Honour today.

The Court orders that:

1 On the solicitors for the Plaintiffs undertaking to pay the requisite filing fee and any other fees (if any), the Plaintiffs have leave to file in Court, returnable instant:

- (a) the Summons dated 22 June 2021;
- (b) the affidavit of Bernard Colin Walrut affirmed 22 June 2021;
- (c) the second affidavit of Bernard Colin Walrut affirmed 22 June 2021; and
- (d) the affidavit of Catherine Margaret Conneely sworn 22 June 2021.

2 Pursuant to section 70 of the Trustee Act 1925 (NSW) (Trustee Act) KordaMentha Shelf Co (APMSPSAF) ACN 642 981 799 Pty Ltd of Level 31, 525S Collins Street, Melbourne VIC 3000 (New Trustee) be appointed in substitution for PP New Pty Ltd ACN 088 406 437 as trustee of the APM Security Plan Sickness & Accident Fund ABN 57 413 197 086 (Fund) trust (Trust).

3 Pursuant to section 71 of the Trustee Act that all property held on trust for the Fund under the Trust (Property) be vested in the New Trustee, including but not limited to:

- (a) 289,200 fully paid ordinary shares in Amcor Plc shares;
- (b) 289,200 fully paid ordinary shares in Orora Ltd shares;
- (c) lot 15 in deposited plan 9417 being the property located at 69 Victory Parade, Tascott NSW 2250;
- (d) lot 16 in deposited plan 9417 being the property located at 67 Victory Parade, Tascott NSW 2250; and

(e) cash assets held in the following bank accounts:

(i) bank accounts with Bank Australia for Customer Number 2055554 (in the name of Apm Sick.& Accident Fund), having numbers:

- (A) 19237311;
- (B) 138010423;
- (C) 138010430;
- (D) 138010445;
- (E) 138010482;
- (F) 138011168;
- (G) 138011169;
- (H) 138011166;
- (I) 138011167; and
- (J) 138011186;

(ii) bank accounts with St George Bank having numbers 000 0392345349, 000 0393455671, 000 0393754611 and 059144771 (in the name of APM Sickness and Accident Fund); and/or

(iii) bank accounts otherwise in the name of the Fund, or managed by or on behalf of the Fund.

4 Pursuant to section 81 of the Trustee Act, section 90 of the Civil Procedure Act 2005 (NSW) and rule 36.1 of the Uniform Civil Procedure Rules 2005 (NSW), the New Trustee is authorised to undertake the following course of action (Course of Action):

(a) provide notice to current and past members of the Fund (Members), creditors, claimants and contributories or potential creditors, claimants and contributories of the Fund (Claimants) and the persons who have been acting as officeholders on behalf of the Fund (together, Interested Persons) (Notice):

- (i) of the orders made in this proceeding;
- (ii) seeking information and documentation about the Fund and Trust;
- (iii) seeking notification of any claims in respect of the Property; and
- (iv) seeking the Interested Persons' opinion about the winding up of the Fund or any alternatives to winding up the Fund.

(b) issue the Notice by:

- (i) sending the Notice to the known email addresses of the Interested Persons;
- (ii) sending the Notice to known addresses of the Interested Persons;
- (iii) publishing the Notice on KordaMentha's website being www.kordamentha.com; and
- (iv) publishing the Notice in The Australian and the Sydney Morning Herald;

(c) provide the Interested Persons with not less than 28 days' notice from publication of the Notice in the Sydney Morning Herald and The Australian so as to obtain professional advice and representation in respect of any matters the subject of the Notice;

(d) after the expiration of the 28 day notice period from publication of the Notice in the Sydney Morning Herald and The Australian, bring a further application to the Court seeking directions for the convening of a meeting of the Interested Persons to consider the Fund's future (and any other consequential directions to facilitate this);

(e) for the purposes of subparagraphs (a) to (d) above:

- (i) conduct a review of the books and records of the Fund and any additional information obtained after issuing the Notice;
 - (ii) identify the Interested Persons;
 - (iii) liaise with the Interested Persons and financial institutions; and
 - (iv) identify the Property and liabilities of the Fund, including any Property held in the name of individuals or other third parties on behalf of the Fund;
- (f) obtain professional representation for the purposes of subparagraphs (a) to (e) above;

5 Pursuant to section 85 of the Trustee Act, the First Plaintiff is relieved from any personal liability for breach of trust by reason only of commencement of this proceeding.

6 Pursuant to section 93 of the Trustee Act, the First Plaintiff's costs and expenses of and incidental to this proceeding are to be paid on an indemnity basis out of the assets of the Trust.

7 Pursuant to section 93 of the Trustee Act, the Second Plaintiff's costs and expenses of and incidental to this proceeding are to be paid on an indemnity basis out of the assets of the Trust.

8 Pursuant to section 59(4) of the Trustee Act, the Second Plaintiff's future remuneration and disbursements in connection with the Course of Action are to be paid from the assets of the Trust on an indemnity basis, as and when the Second Plaintiff considers appropriate subject to order 10 below.

9 Pursuant to s.90 of the Civil Procedure Act, the Second Plaintiff make such application for advice and/or orders as it may be advised, within 120 days of the issuing of a Notice as contemplated by order 4(a) above, and any person claiming an interest in the affairs or property of the Fund and/or Trust shall be entitled to seek leave to appear in any such proceeding.

10 Pursuant to s.90 of the Civil Procedure Act, at least every 6 months from the date hereof until further or other order, the Second Plaintiff make application to the Court for review of its remuneration and disbursements paid in accordance with order 8 in the prior 6 month period.

11 The Second Plaintiff have leave to apply to Ward CJ in Eq in chambers to amend or vary the terms of orders 3, 4 or 9 if any circumstances so require.

SEAL AND SIGNATURE



Signature	J.Dermoudy (L.S.)
Capacity	Chief Clerk
Date	22 June 2021

If this document was issued by means of the Electronic Case Management System (ECM), pursuant to Part 3 of the Uniform Civil Procedure Rules (UCPR), this document is taken to have been signed if the person's name is printed where his or her signature would otherwise appear.



Issued: 4 November 2021 3:08 PM

JUDGMENT/ORDER**COURT DETAILS**

Court	Supreme Court of NSW
Division	Equity
List	Equity General
Registry	Supreme Court Sydney
Case number	2021/00179305

TITLE OF PROCEEDINGS

First Applicant	PP New Pty Ltd ACN 088406437
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First Respondent	.
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DATE OF JUDGMENT/ORDER

Date made or given	2 November 2021
Date entered	4 November 2021

TERMS OF JUDGMENT/ORDER**ORDERS:**

Her Honour, Ward CJ in Eq, makes the following orders:

1. Make orders in accordance with the Short Minutes of Order provided to the Court, initialled and dated by her Honour today.

Short Minutes of Order:

1. The Second Plaintiff (New Trustee) has leave to file in Court the affidavit of Catherine Margaret Conneely sworn 28 October 2021 and the affidavit of Catherine Margaret Conneely sworn 2 November 2021.

2. Pursuant to section 81 of the Trustee Act 1925 (NSW) (Trustee Act), and sections 61 and 90 of the Civil Procedure Act 2005 (NSW) (Civil Procedure Act) and rules 2.1 and 36.1 of the Uniform Civil Procedure Rules 2005 (NSW), New Trustee is authorised to undertake the following course of action (Second Course of Action):

(a) provide notice (Second Notice) to the current and past members of the APM Security Plan Sickness & Accident Fund ABN 57 413 197 086 (Fund), creditors, claimants and contributories or potential creditors, claimants and contributories of the Fund, and the persons who have been acting as officeholders on behalf of the Fund (together, Interested Persons):

- (i) of the orders made in respect of this application and any reasons for judgment;
- (ii) of New Trustee's intention to issue the Report (as defined in sub-paragraph (c) below) to Interested Persons and convene and hold a meeting (First Meeting) of Interested Persons by 31 December 2021, unless adjourned in accordance with sub-paragraph (e) below;
- (iii) seeking any additional information and documentation about the Fund and the Fund trust (Trust);

(iv) seeking notification of any claims in respect of any property (Property) held on trust for the Fund under the Trust; and
 (v) seeking their opinion about the winding up of the Fund or any alternatives to winding up the Fund;

(b) issue the Second Notice by:

(i) sending the Second Notice to the known email addresses of the Interested Persons;
 (ii) sending the Second Notice to the known postal addresses of the Interested Persons;
 (iii) publishing the Second Notice on <https://www.kordamentha.com/creditors/apm-security-plan-sickness-accident-fund> (the New Trustee Website); and
 (iv) publishing the Second Notice in the The Australian, the Sydney Morning Herald and the Daily Telegraph;

(c) prepare and issue a report to Interested Persons (Report) via email to known email addresses of Interested Persons and downloadable from the New Trustee Website, which Report is to include information about the following:

(i) the appointment of New Trustee as trustee of the Fund;
 (ii) the Fund's history, current status, property, affairs, and financial circumstances;
 (iii) New Trustee's investigations into the affairs of the Fund and work undertaken since its appointment;
 (iv) an outline of options concerning the future of the Fund and, if and to the extent that New Trustee considers it appropriate, any recommendation(s) and the reasons for any such recommendation(s);
 (v) notice of the First Meeting (which must be provided not less than two weeks before the scheduled date of the First Meeting); and
 (vi) a proxy form to vote at the First Meeting in respect of the future of the Fund and any other resolutions that New Trustee considers appropriate for this purpose;

(d) hold the First Meeting via video teleconference;

(e) if required, adjourn the First Meeting (Adjourned First Meeting) for a period of no more than 45 business days and prepare and issue a supplementary report to Interested Persons (Supplementary Report), subject to the following:

(i) any Supplementary Report is to be issued to Interested Persons via email to known email addresses of Interested Persons and downloadable from the New Trustee Website, and is to include:

(A) notice of the Adjourned Meeting (which must be provided not less than two weeks before the scheduled date of the Adjourned Meeting); and
 (B) a proxy form to vote at the Adjourned Meeting in respect of the future of the Fund and any other resolutions New Trustee considers appropriate for this purpose; and

(ii) the Adjourned Meeting is to be held via video teleconference;

(f) following the First Meeting or any Adjourned Meeting, make an application to the Court to report on the outcome of the meeting(s), and seek directions and orders for the future of the Fund, further conduct of the management of the Fund, and/or the determination of any questions arising in connection with the Trust and/or the Fund;

(g) for the purposes of the above sub-paragraphs:

(i) conduct any further review of the books and records of the Fund and any additional information obtained after issuing the Second Notice;
 (ii) liaise with the Interested Persons, financial institutions and any other persons associated with the Fund; and

(iii) identify the Property and liabilities of the Fund, including any Property held in the name of individuals or other third parties on behalf of the Fund;

(h) open new accounts (each a New Account) in the name of the Fund with St George Bank for each of the following accounts (each a Bank Australia Account) presently held with Bank Australia in the name of the Fund:

- (i) transaction account 7311;
- (ii) term deposit 0423;
- (iii) term deposit 0430;
- (iv) term deposit 0445;
- (v) term deposit 0482;
- (vi) term deposit 1168;
- (vii) term deposit 1169;
- (viii) term deposit 1166;
- (ix) term deposit 1167; and
- (x) term deposit 0486;

(i) transfer the funds held in each Bank Australia Account into the corresponding New Account;

(j) in respect of the New Accounts and the following accounts in the name of the Fund presently held with St George Bank, to the extent the account is a term deposit, reinvest the term deposit as required:

- (i) transaction account 4771;
- (ii) term deposit 5349;
- (iii) term deposit 5671; and
- (iv) term deposit 4611;

(k) obtain professional representation and advice for the purposes of sub-paragraphs (a) to (j) above.

3. Pursuant to section 7 of the Court Suppression and Non-publication Orders Act 2010 (NSW), on the grounds that the order is necessary to prevent prejudice to the proper administration of justice and otherwise necessary in the public interest and that public interest significantly outweighs the public interest in open justice, until further order of the Court, the following documents (Documents):

(a) pages 80, 223, 226, 229, 232, 233, 234, 235 and 237 of exhibit marked "BCW-1" to the affidavit of Bernard Colin Walrut affirmed 22 June 2021; and

(b) confidential exhibit marked "CMC-4" to the affidavit of Catherine Margaret Conneely sworn 28 October 2021,

are to be marked "confidential" on the Court file and are not to be provided or disclosed to any person other than:

(a) New Trustee and the officers and staff of KordaMentha; and

(b) the legal advisors of the New Trustee.

4. Pursuant to section 85 of the Trustee Act, New Trustee is relieved from any personal liability for breach of trust in connection with the reinvestment of the following term deposits:

(a) St George Bank term deposit 5349;

(b) St George Bank term deposit 4611; and

(c) Bank Australia term deposit 0445.

5. Pursuant to section 93 of the Trustee Act, New Trustee's costs and expenses of and incidental to this application are to be paid on an indemnity basis out of the assets of the Trust.

6. Pursuant to section 59(4) of the Trustee Act, New Trustee's future remuneration and disbursements in connection with the Second Course of Action are to be paid from the assets of the Trust on an indemnity basis, as and when New Trustee considers appropriate, subject to order 8 below.

7. Pursuant to section 90 of the Civil Procedure Act, New Trustee make such application for advice and/or orders as it may be advised, within 120 days of holding the First Meeting or Adjourned First Meeting as contemplated by order 2 above, and any Interested Persons shall be entitled to seek leave to appear in any such proceeding.

8. Vary Order 10 of the orders made on 22 June 2021 to require the Second Plaintiff to make application to the Court for review of its remuneration and disbursements paid in accordance with:

(a) Order 8 of the orders made on 22 June 2021; and

(b) Order 6 above,

within four weeks after the Court determines the application referred to at Order 2(f) above.

9. Pursuant to section 90 of the Civil Procedure Act that, at least every six months from the date hereof until further or other order, New Trustee make an application to the Court for review of its remuneration and disbursements paid in accordance with order 6 in the prior six-month period.

10. New Trustee have leave to apply to Ward CJ in Eq in chambers on five (5) days' notice to amend or vary the terms of orders 2 and 7, or if any circumstances so require.

SEAL AND SIGNATURE



Signature Chris D'Aeth
Capacity Principal Registrar
Date 4 November 2021

If this document was issued by means of the Electronic Case Management System (ECM), pursuant to Part 3 of the Uniform Civil Procedure Rules (UCPR), this document is taken to have been signed if the person's name is printed where his or her signature would otherwise appear.

FURTHER DETAILS ABOUT Applicant(s)

First Applicant
Name PP New Pty Ltd
ACN 088406437
Address Level 2
109 Burwood Road
HAWTHORN VIC 3122
Telephone
Fax
E-mail

Client reference

Legal representative for plaintiffs

Name	Bernard Colin Walrut
Practicing certificate number	51098
Address	Norton Rose Fulbright Australia Level 5 60 Martin Place SYDNEY NSW 2000
DX address	
Telephone	
Fax	
Email	aaron.kam@nortonrosefulbright.com
Electronic service address	aaron.kam@nortonrosefulbright.com

FURTHER DETAILS ABOUT Respondent(s)**First Respondent**

Name .
Address



Issued: 11 May 2022 5:01 PM

JUDGMENT/ORDER**COURT DETAILS**

Court	Supreme Court of NSW
Division	Equity
List	Equity General
Registry	Supreme Court Sydney
Case number	2021/00179305

TITLE OF PROCEEDINGS

First Applicant	KordaMentha Shelf Co (APMSPSAF) Pty Ltd ACN 642981799
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First

DATE OF JUDGMENT/ORDER

Date made or given	6 May 2022
Date entered	11 May 2022

TERMS OF JUDGMENT/ORDER**TERMS OF ORDERS**

1. Pursuant to section 63 of the Trustee Act 1925 (NSW) (Trustee Act) it is the Court's opinion, advice and direction to New Custodian Trustee, as trustee of the APM Security Plan Sickness & Accident Fund ABN 57 413 197 086 (Fund) trust (Custodian Trust), that it would be justified in:

(a) bringing proceedings to wind up the Fund in accordance with the draft originating process at pages 1 to 5 of the Exhibit CMC-5 to the affidavit of Catherine Margaret Conneely sworn 24 March 2022 (Winding Up Proceedings);

(b) selling the property held under the Custodian Trust (Property); and

(c) transferring the sale proceeds of the Property and any other funds held by New Custodian Trustee under the Custodian Trust (Proceeds) to the liquidators of the Fund (Liquidators).

2. Order pursuant to section 81 of the Trustee Act, or alternatively sections 61 and 90 of the Civil Procedure Act 2005 (NSW) (CPA) and/or rules 2.1 and 36.1 of the Uniform Civil Procedure Rules 2005 (NSW) (UCPR), that New Custodian Trustee is authorised to undertake the following course of action (Third Course of Action), to:

(a) bring the Winding Up Proceedings;

(b) provide notice (Third Notice) to current and past members of the Fund, creditors, claimants and contributories or potential creditors, claimants and contributories of the Fund and the persons who have been acting as officeholders on behalf of the Fund (Interested Persons) of:

(i) the orders made in respect of this application and any reasons for judgment;

(ii) the Winding Up Proceedings; and

(iii) any orders or directions made by the Court in the Winding Up Proceedings;

(c) issue the Third Notice by:

(i) sending the Third Notice to the email addresses of Interested Persons known to New Custodian Trustee;

- (ii) sending the Third Notice to the postal addresses of Interested Persons known to New Custodian Trustee; and/or
- (iii) publishing the Third Notice and the documents referred to in the Third Notice on the following website: <https://www.kordamentha.com/creditors/apm-security-plan-sickness-accident-fund>;
- (d) sell the Property;
- (e) to the extent necessary, bring proceedings seeking the Court's opinion, advice and direction in relation to the sale of any of the Property;
- (f) transfer the net amount of the Proceeds to the Liquidators, after paying all expenses incurred in respect of the Third Course of Action and retaining such other amount as to New Custodian Trustee appears to be reasonably necessary for satisfying any other liability or contingent liability of the Custodian Trust; and
- (g) obtain professional representation and advice for the purposes of sub-paragraphs (a) to (f) above.

3. Vary order 3 of the orders made by Ward CJ in Eq in these proceedings on 22 June 2021 (22 June 2021 Orders) to include (without limitation) the vesting of the following Property:

- (a) cash assets held in the following bank accounts:
 - (i) bank accounts with Bank Australia for Customer Number 2055527 (in the name of APM Picnic Fund) (Picnic Fund Accounts), having numbers:
 - (A) 19238146; and
 - (B) 138010463.

4. Vary order 2(h) of the orders made by Ward CJ in Eq in these proceedings on 2 November 2021 (2 November 2021 Orders) by:

- (a) replacing "St George Bank" with "Macquarie Bank Ltd";
- (b) after the word "for" inserting the words "any account held in the name of, or associated with, the Fund (each an Existing Account) including without limitation"; and
- (c) deleting the words "(each a Bank Australia Account)".

5. Vary order 2(i) of the 2 November 2021 Orders by replacing the words "Bank Australia Account" with "Existing Account".

6. Pursuant to section 81 of the Trustee Act, or alternatively sections 61 and 90 of the CPA and/or rules 2.1 and 36.1 of the UCPR, order, nunc pro tunc, that New Custodian Trustee is entitled to issue the report to Interested Persons dated 24 November 2020 (Report) without providing notice to Interested Persons of its intention to issue the Report in accordance with order 2(a)(ii) of the 2 November 2021 Orders.

7. Pursuant to section 85 of the Trustee Act, order that New Custodian Trustee be relieved from any personal liability for breach of trust in connection with New Custodian Trustee's decision not to provide notice to Interested Persons of its intention to issue the Report to Interested Persons in accordance with order 2(a)(ii) of the 2 November 2021 Orders.

8. Pursuant to section 81 of the Trustee Act, or alternatively sections 61 and 90 of the CPA and/or rules 2.1 and 36.1 of the UCPR, order, nunc pro tunc, that New Custodian Trustee be entitled to open an account (account number 289288003) with Macquarie Bank Limited (Macquarie Account).

9. Pursuant to section 85 of the Trustee Act, order that New Custodian Trustee be relieved from any personal liability for breach of trust in connection with New Custodian Trustee's decision to open the Macquarie Account.

10. Pursuant to section 7 of the Court Suppression and Non-publication Orders Act 2010 (NSW), on the grounds that the order is necessary to prevent prejudice to the proper administration of justice and otherwise necessary in the public interest and that public interest significantly outweighs the public interest in open justice, until further order of the Court, order that Confidential Exhibit "CMC-6" to the affidavit of Catherine Margaret Conneely sworn 24 March 2022 be kept confidential and not be provided or disclosed to any person other than:

- (a) New Custodian Trustee and the officers and staff of KordaMentha; and
 (b) the legal advisors of New Custodian Trustee.

11. Pursuant to section 93 of the Trustee Act, order that New Custodian Trustee's costs and expenses of and incidental to this application be paid on an indemnity basis out of the assets of the Trust.

12. Pursuant to section 59(4) of the Trustee Act, order that New Custodian Trustee's future remuneration and disbursements in connection with the Third Course of Action be paid from the assets of the Trust on an indemnity basis, as and when New Custodian Trustee considers appropriate, subject to paragraph 13 below.

13. Pursuant to section 90 of the Trustee Act, order that at least six months from the date hereof until further or other order, New Custodian Trustee make an application to the Court for review of its remuneration and disbursements paid in accordance with paragraph 12 above in the prior six month period.

14. Liberty to apply on three days' notice to the Corporations List Judge.

SEAL AND SIGNATURE



Signature Chris D'Aeth
 Capacity Principal Registrar
 Date 11 May 2022

If this document was issued by means of the Electronic Case Management System (ECM), pursuant to Part 3 of the Uniform Civil Procedure Rules (UCPR), this document is taken to have been signed if the person's name is printed where his or her signature would otherwise appear.

FURTHER DETAILS ABOUT Applicant(s)

First Applicant
 Name KordaMentha Shelf Co (APMSPSAF) Pty Ltd
 ACN 642981799
 Address Level 31
 525S Collins Street
 MELBOURNE VIC 3000

Telephone
 Fax
 E-mail
 Client reference

Legal representative

Name Bernard Colin Walrut
 Practicing certificate number 51098
 Address Level 11
 5 Martin Place
 SYDNEY NSW 2000

DX address
 Telephone
 Fax

Email	aaron.kam@ashurst.com
Electronic service address	aaron.kam@ashurst.com

FURTHER DETAILS ABOUT (s)

Form 43
UCPR 36.11



D0001K6M4X

Issued: 6 May 2022 12:44 PM

JUDGMENT/ORDER

COURT DETAILS

Court	Supreme Court of NSW
Division	Equity
List	Corporations List
Registry	Supreme Court Sydney
Case number	2022/00130874

TITLE OF PROCEEDINGS

First Plaintiff	KordaMentha Shelf Co (APMSPSAF) Pty Ltd ACN 642 981 799
Corporation subject of the proceeding	KordaMentha Shelf Co (APMSPSAF) Pty Ltd ACN 642 981 799

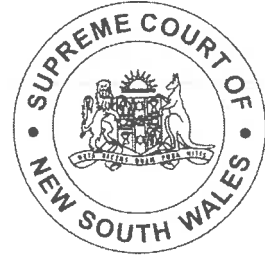
DATE OF JUDGMENT/ORDER

Date made or given	6 May 2022
Date entered	6 May 2022

TERMS OF JUDGMENT/ORDER

- Order that the plaintiff have leave to file the originating process dated 6 May 2022 returnable instant.
- Order that any requirement that this originating process be served on any person be dispensed with.
- Order that the plaintiff have leave to read in support of this originating process the following affidavits filed in proceedings 2021/00179305:
 - affidavit of Bernard Colin Walrut affirmed on 22 June 2021;
 - affidavit of Catherine Margaret Conneely sworn on 22 June 2021;
 - affidavit of Catherine Margaret Conneely sworn on 28 October 2021; and
 - affidavit of Catherine Margaret Conneely sworn on 2 November 2021.
- Order pursuant to section 583(c)(ii) or alternatively section 583(c)(i) of the Corporations Act 2001 (Cth) (Act) and/or in the inherent jurisdiction of the Court that the APM Security Plan Sickness & Accident Fund ABN 57 413 197 086 (Fund) be wound up.
- Order pursuant to section 583 of the Act and/or in the inherent jurisdiction of the Court that each of the following applies to the winding up of the Fund: Chapter 5 of the Act and Corporations Regulations 2001 (Cth) (Regulations), Schedule 2 to the Act, being the Insolvency Practice Schedule (Corporations) 2016 (IPSC), the Insolvency Practice Rules (Corporations) 2016 (IPRC) and the Supreme Court (Corporations) Rules 1999 (NSW) (Corporations Rules) (together, Relevant Provisions), subject to the adaptations set out in the Schedule to this Order.
- Order that Catherine Margaret Conneely and Scott David Harry Langdon of KordaMentha, Level 5, Chifley Tower, 2 Chifley Square, Sydney NSW 2000 be appointed joint and several liquidators of the Fund (Liquidators).
- Order, if and to the extent necessary, pursuant to section 532(2) of the Act and/or in the inherent jurisdiction of the Court, that leave be granted to the Liquidators to be appointed as liquidators of the Fund.
- The Plaintiffs costs of this application are its costs in the winding up.
- Liberty to apply on three days' notice to the Corporations List Judge.

SEAL AND SIGNATURE



Signature D. Cafarelli (L.S.)
Capacity Chief Clerk
Date 6 May 2022

If this document was issued by means of the Electronic Case Management System (ECM), pursuant to Part 3 of the Uniform Civil Procedure Rules (UCPR), this document is taken to have been signed if the person's name is printed where his or her signature would otherwise appear.



Issued: 13 December 2022 9:03 AM

JUDGMENT/ORDER**COURT DETAILS**

Court	Supreme Court of NSW
Division	Equity
List	Equity General
Registry	Supreme Court Sydney
Case number	2021/00179305

TITLE OF PROCEEDINGS

First Applicant	KordaMentha Shelf Co (APMSPSAF) Pty Ltd ACN 642981799
First Respondent	PP New Pty Ltd ACN 088406437

DATE OF JUDGMENT/ORDER

Date made or given	12 December 2022
Date entered	12 December 2022

TERMS OF JUDGMENT/ORDER**VERDICT, ORDER OR DIRECTION:**

Hearing of Notice of Motion filed 2 December 2022.

Affidavit evidence read. Exhibits marked.

Ex tempore judgment delivered on direction under Trustee Act.

Black J makes orders (as amended) in accordance with the Short Minutes of Order initialled by him and placed in the file.

TERMS OF ORDERS:

1. Pursuant to section 63 of the Trustee Act 1925 (NSW) (Trustee Act) and/or rule 54.3(1) and/or 54.3(4) of the Uniform Civil Procedure Rules 2005 (NSW), it is the Court's opinion, advice and direction to New Custodian Trustee, as trustee of the APM Security Plan Sickness & Accident Fund ABN 57 413 197 086 trust (Custodian Trust), that it would be justified in:

- (a) completing the sale of Lot 16 in Deposited Plan 9417 being known as 67 Victory Parade, Tascott NSW 2250, as affected by the Contract for the Sale and Purchase of Land dated 15 October 2022 (67 Victory Parade Contract); and
- (b) completing the sale of Lot 15 in Deposited Plan 9417 being known as 69 Victory Parade, Tascott NSW 2250, as affected by the Contract for the Sale and Purchase of Land dated 15 October 2022 (69 Victory Parade Contract).

2. The Exhibits be returned.

3. An order pursuant to section 93 of the Trustee Act, that New Custodian Trustee's costs and expenses of and incidental to this application are paid on an indemnity basis out of the assets of the Trust.
4. Liberty to apply on three days' notice to the associate of the Corporations List Judge.
5. These orders be entered forthwith.

SEAL AND SIGNATURE



Signature Chris D'Aeth
 Capacity Principal Registrar
 Date 13 December 2022

If this document was issued by means of the Electronic Case Management System (ECM), pursuant to Part 3 of the Uniform Civil Procedure Rules (UCPR), this document is taken to have been signed if the person's name is printed where his or her signature would otherwise appear.

PERSON PROVIDING DOCUMENT FOR SEALING UNDER UCPR 36.12

Name KordaMentha Shelf Co (APMSPSAF) Pty Ltd, Applicant 1

Legal representative Bernard Colin Walrut
 Legal representative reference
 Telephone

FURTHER DETAILS ABOUT Applicant(s)

First Applicant
 Name KordaMentha Shelf Co (APMSPSAF) Pty Ltd
 ACN 642981799
 Address Level 31
 525S Collins Street
 MELBOURNE VIC 3000
 Telephone
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 E-mail
 Client reference

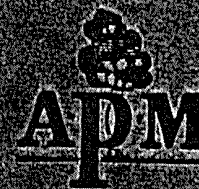
Legal representative

Name Bernard Colin Walrut
 Practicing certificate number 51098
 Address Level 11
 5 Martin Place
 SYDNEY NSW 2000
 DX address
 Telephone
 Fax
 Email aaron.kam@ashurst.com
 Electronic service address aaron.kam@ashurst.com

FURTHER DETAILS ABOUT Respondent(s)**First Respondent**

Name	PP New Pty Ltd ACN 088406437
Address	Level 2 109 Burwood Road HAWTHORN VIC 3122

AUSTRALIAN PAPER MANUFACTURERS
LIMITED



BOTANY MILL

SECURITY PLAN
SICKNESS AND ACCIDENT FUND

New South Wales

RULE BOOK

1982

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APM SECURITY PLAN SICKNESS & ACCIDENT FUND, N.S.W.

SUMMARY OF BENEFITS

WEEKLY PAYMENTS

MARRIED MEMBER	\$65 1st week of absence
(With Dependent Wife)	\$40 each week thereafter
SINGLE MEMBER	\$50 1st week of absence
	\$40 each week thereafter

WEEKLY BENEFITS PAID UNDER FOLLOWING RULES:

To members who are not in receipt of Sick Pay or Workers' Compensation, members must be absent for 3 clear working days in order to receive weekly benefits.

Claims for weekly benefits may only be made on receipt of a Doctor's Certificate by the Secretary for time off on Sick Leave.

FOOD VOUCHERS

Vouchers to the value of \$40 will be made available to members on the 3rd week of absence and each 2 weeks thereafter.

AMBULANCE

Half of ambulance fees are payable to members on receipt of Official Ambulance Account up to a maximum of \$200 per annum.

FUNERAL BENEFITS

As per Clause (f)

PATHOLOGY

\$7.50 for each test up to \$200 per annum.

X-RAY/CARDIOGRAPH

\$7.50 for each service up to \$200 per annum.

RULES

1. The name of the Scheme shall be "A.P.M. Security Plan Sickness and Accident Fund New South Wales".

2. OBJECTIVE

The objective of the Scheme is to create and maintain a fund by weekly contributions of its members and of Australian Paper Manufacturers Ltd, which will enable the fund to Provide Benefits to its members as set out herein

3. MEMBERSHIP

(a) Who:

All employees (except temporary employees) of Australian Paper Manufacturers Limited in New South Wales shall become members of the Fund, provided that within six weeks of entering the service of the Company they shall be medically examined by the Company's Medical Officer. The Committee shall then determine as to their eligibility to remain members of the Fund, and in cases of rejection they shall be refunded any monies they have contributed to the Fund.

The Committee may, at its discretion, accept as Restricted Members, employees suffering from conditions specified by the Company Medical Officer, which would otherwise debar them from membership; such Members to be excluded from benefits for any absence due to or arising from such specified conditions, but to be entitled to benefits for other conditions. After Restricted Membership for a minimum period of three (3) years, the Committee may grant full membership.

Salaried staff may be full members with the exception that no salaried staff member may receive sickness benefits from the Fund on top of or in lieu of weekly or monthly wages.

(b) Exceptions:

Employee who are 60 years of age in the case of men and 55 years of age in the case of women when they enter the service of the Company shall not be qualified to be members of the Scheme.

(c) Salaried Staff Members:

Members of the salaried staff who are members of the "A.P.M. Sick and Accident Fund" at the time of the introduction of this Scheme and members of this Scheme who after their acceptance as members are transferred to the salaried staff will be permitted to remain members of the Scheme.

(d) Proof of Age:

The Committee may require the production of a birth certificate in respect of any member of the Fund.

(e) Membership Ceases:

Membership of the Fund will cease —

- (i) on the member leaving the employ of Australian Paper Manufacturers Limited.
- (ii) on expulsion from the Fund in accordance with the Rules.

(f) Unfinancial Members:

A member shall be unfinancial if his contributions are two weeks in arrears and unfinancial members shall not be entitled to benefits under the Scheme.

4. CONTRIBUTIONS

The following weekly amounts shall be paid by each Member —

All members will contribute the same amount per week, irrespective of age or sex, such amount to be,

Benefit Account	18c
Mortality Account	9c
Funeral Account	8c
Total	35c

Deductions:

Employee contributions will be deducted from pay weekly; staff, monthly. Any member in receipt of payments from the Fund shall continue to pay contributions to the Fund and such contributions shall be deducted from the payments made.

5.**BENEFITS****(a) Sickness or Accident (Not Workers' Compensation):**

The following benefits shall be paid to Members absent as a result of sickness or accident not covered by Workers' Compensation or Award Sick Pay, and not in receipt of salary or wages from the Company.

Member with dependant wife	\$65 for 1st week absent
Member without dependant	\$50 for 1st week absent
Member in all cases reverting to ..	\$40 per week thereafter plus a \$40 Food Voucher payable on the 3rd week and each 2 weeks thereafter.

(b) Workers' Compensation Absences:

Members absent as a result of an injury received whilst in the employ of the Company, and who are receiving payment under Workers' Compensation for such injury, but no other payment is received from the Company, shall receive a benefit of \$8.00 per week.

(c) Third Party Insurance Claims:

Where a member is unable to attend work due to an injury received whilst in the employ of the Company, and for which a claim for Third Party Insurance can be made, the said Member may at the discretion of the Committee receive payment at the Sickness Benefit rate in accordance with Rule 5 (a) provided that the Member agrees in writing, that all amounts so paid to him or her, shall be repayable to the Fund upon the Member receiving settlement under the said Third Party claim.

(d) X-Rays, Cardiographs, etc.

Members may be re-imbursed for the following services for themselves or their dependants as follows:—

X-Rays — Up to \$7.50 for each service. E.C.G. & E.E.G. — up to \$7.50 for each service.

Deep Ray, X-Ray—Radiation Therapy—up to \$7.50 for each treatment provided that the total payments for Deep Ray for a Member or his dependants shall not exceed

\$200 in any 12 months. Payment will be made on production of the official hospital or doctor's receipt only. It must be clearly shown on the receipt what the payment is for.

Ambulance:

Members to be re-imbursed for one half ambulance fee for conveyance to hospital up to a **maximum of \$200** per annum for members or dependants on production of official ambulance receipt.

(e) Pathology:

Members may be re-imbursed up to \$7.50 for each Pathology Test provided that the total payments for each test for a member or his dependants shall not exceed \$200 in any 12 month period. Payment will be made on production of an original hospital or doctor's receipt and such receipt must be clearly marked as to the type of Pathology Test.

Claims for Refunds, X-Ray, Cardiographs and Pathology, etc.:

All claims for benefits under Clause (d) must be lodged with the Secretary of the Fund within twelve months of the service having been rendered.

(f) Funeral Benefit:

- (i) A funeral benefit shall be payable from the fund to members or their dependants or to that person who undertakes to answer for the funeral expenses of the deceased. Provided that where a husband and wife are both members, then only one payment, whichever is the higher is to be made.

Payment is to be made as follows:—

Upon the death of a member or Honorary member

\$400

Upon the death of a member's wife

\$200

Upon the death of a member's child

\$120

Mortality fund payment to member

\$600

An honorary member as at 15th August, 1977 to receive existing benefit of

\$200

The fund's secretary is able to co-ordinate funeral arrangements through E. Boland and Sons or alternatively E. Boland and Sons will reduce funeral

charges by \$100 if member status of the fund is made known when organising such arrangements.

- (ii) **DEPENDENTS** in respect of a single man or woman are his or her widowed mother, his or her sisters and/or brothers under the age of 16 years or any other persons who were, at the time of the death of the member, wholly or partly maintained or dependent by or upon such member.

- (iii) **DEPENDENTS** in respect to a married man or woman are spouse, daughter-housekeeper, child under 16 years and student—i.e. children 16-21 years engaged in full-time studies and residing in N.S.W.

- (iv) **HONORARY MEMBERS:** A member of the Fund who retires after ten (10) or more years continuous membership of the Fund, may at the absolute discretion of the Committee become an Honorary Member of the Fund.

Honorary membership may be granted by the Committee under the following conditions:—

- (1) Upon the Member reaching normal retiring age.
 (2) Upon the Member retiring due to health reasons which would qualify him or her for an Invalid Pension.
 (3) Upon the Member who within ten (10) years of reaching normal retiring age retires with Company approval and received Retiring Gratuity or Superannuation payment.
 (4) *iii/3* Provided that the Member who qualifies under paragraph 3 above, shall pay to the Mortality Account of the Fund an amount equal to that which he or she would have contributed, had his or her employment with A.P.M. Limited continued until normal retiring age.

Honorary membership shall qualify the Honorary Member to an entitlement only of the Fund Mortality Benefit subject to the following conditions:—

Upon the death of an Honorary Member of the Fund the sum of \$200 or \$400 shall be payable as a Mortality Benefit at the absolute discretion of the Committee to one of the following:—

- (1) To the next of kin of the late Honorary Member.
- (2) To the Estate of the late Honorary Member.
- (3) To the person responsible for the payment of the Funeral expenses of the late Honorary Member.

(g) "Distress" Grants:

Any member in distressed circumstances may apply to the fund for assistance and the Committee is empowered to provide such assistance up to the value of \$60 after consideration of the circumstances of each individual case.

(h) Wreaths:

In the event of the death of a Member or of a dependent of a Member, the Committee is empowered to purchase a floral tribute.

(i) Minimum Service Periods:

A Member of the Fund shall be required to have thirteen weeks' service with the Company, and shall have paid thirteen weeks' contributions to the Fund before he or she may be entitled to claim benefits from the Fund excepting those benefits provided under Rule 5, Clause (g).

A Member of the A.P.M. Security Plan—Sickness & Accident Fund who transfers in the employment of the Company or any of its subsidiaries to another State, shall immediately be eligible to receive benefits under the Sickness and Accident Fund applying in that State, provided that he has been a fully financial member of the Fund for 13 weeks in the State from which he is transferring and provided that he does not engage in other employment during the period of his transfer. Where members have less than 13 weeks' employment prior to such transfer, such period will be calculated as part of the qualifying period required by this sub clause.

(j) Period of Benefit:

- (i) Full benefits will be paid for a period of up to **thirty-nine weeks** in respect of sickness or accident. The Management Committee shall have the power

to continue to pay benefits at 2/3 of full benefits for a further period of thirteen weeks.

- (ii) A member who recovers his health sufficiently to permit his resumption of work but who within three months of such resumption is absent from work through illness, or because of accident shall receive an allowance for the period during which he has been absent from work as though he had been absent continuously, and shall not commence a new period of payment under Sub-Clause (i) above.

(k) Claims — Doctor's Certificate — ALL Claims:

Claims must be made in writing and signed by the Claimant. They must be accompanied by a doctor's certificate stating the nature of the illness or injury in respect of each claim made under the Scheme, and shall be lodged with the Secretary.

On the expiration of doctor's certificate, continuation certificates must be supplied. A doctor's certificate need not be supplied in respect of absences covered by workers' compensation.

Fresh claims in writing and accompanied by a doctor's certificate must be lodged with the Secretary in the manner set out above where members are absent because of a recurrence of an illness or injury in respect of which benefits have previously been paid.

A member being admitted to hospital shall be paid benefit on and from the day of admission to the day of discharge from hospital, provided the member lodges with the Secretary a written claim for benefit and a doctor's certificate, stating the nature of the illness or injury, and the period in hospital.

(l) Claimants on Workers' Compensation

Claimants covered by workers' Compensation should lodge their claims with the Secretary as soon as possible.

(m) Absence — Three or More Days:

A member must be absent from work for three clear working days as a result of the sickness or injury in respect

of which he is claiming before he may be entitled to receive benefits, and he must supply doctor's certificates to the satisfaction of the Committee thereafter in respect of that illness or accident.

(n) Notify Secretary — Resumption Work:

He or she must notify the Secretary in writing immediately on return to work.

(o) Medical Examination:

The Committee shall have the right to request a member to be examined by a doctor, such doctor to be named by the Committee. The fee for such an examination shall be paid from the Fund. Any member failing to carry out the Committee's wishes in this way shall be debarred from receiving benefits from the Scheme in respect of the particular illness or injury about which the examination is sought.

(p) Medical Referee:

In the event of there being disagreement between the opinion of the doctor nominated by the Committee, and that of the doctor attending the member, a medical referee, whose appointment shall be agreed to by both parties shall be consulted, and his decision shall be binding on both the Committee and the member. The fee of the referee shall be paid from the fund.

(q) Expulsion — Working and Receiving Benefit:

Any member accepting employment of any kind without the permission of the Committee while receiving benefits from the Fund shall be expelled and shall forfeit all claims against the Fund.

(r) Misconduct — To Receive Benefits:

Any member feigning sickness or reducing himself or herself to sickness through his or her own misconduct shall not be entitled to any benefits from the Fund, the decision of the Committee being final in such cases.

(s) Insanity:

No claims shall be made against the Fund in the cases of insanity.

(t) Members Convalescing in the Country:

A member ordered to the country while sick must forward to the Secretary a doctor's certificate stating the necessity for the change. He must also forward to the Secretary once each week a progress certificate signed by a doctor, police officer, Justice of the Peace, or other responsible person. The Committee shall have the right to waive this rule in exceptional cases.

(u) Benefit Collections:

No benefit or collection of any description for monetary assistance for any employee of the Company shall be conducted or taken up on the Company's premises unless authorised by the Committee.

(v) Power to Suspend or Expel:

The Committee of Management shall have the power to suspend or expel members from the Fund for breaches of any of the rules of the Fund. A member liable to suspension or expulsion shall be called upon to appear before the Committee to show cause why he or she should not be suspended or expelled from the Fund.

(w) Where a member is suffering from an illness or accident which, but for the benefits payable to him under this Scheme would entitle him to a pension or other allowance payable under the Social Services Consolidation Act or any amendment thereof, the Committee at its absolute discretion may vary the amount of the benefit paid so as not to exceed the maximum income allowable under the above act. In such case the total amount finally paid to the member or his dependents shall not be less than the total amount normally payable under sub-clause (a) hereof.

(x) Indoors — 7.30 p.m. to 6 a.m.

No sick member receiving benefits from the Fund shall leave his or her home before 6 a.m. or be out later than 7.30 p.m. without the permission of the Committee, unless he or she supplies a doctor's certificate stating that the member's health will not be adversely affected by being out at times other than those set out above. A member

contravening this rule shall not become entitled to any further payment from the Fund in respect of that claim.

(y) Intoxication:

Any member, whilst receiving benefits from the Fund who becomes intoxicated or frequents public houses or is engaged in having or doing anything which could, in the opinion of the Committee, retard his or her recovery, shall forfeit all claims against the Fund.

6. MANAGEMENT

(a) Committee:

The affairs of the Fund shall be controlled and attended to by a committee of management which will comprise two Management representatives, who will be the chairman — (the Personnel Superintendent for the N.S.W. area) — and the Treasurer — (an Accountant for the Company in the N.S.W. area) — and (seven elected representatives of the members together with the Secretary, who shall be appointed by the Company. (Six) of these representatives shall be elected from the members at the Botany Mill, and (one) shall be elected from the members of the Waste Paper Collection Department.

(b) Elections:

Elections will be by ballot and taken at the annual meeting of the Fund.

(c) Eligibility for Election:

All adult members shall be eligible for election to the Committee.

(d) Nominations:

Nominations shall be made in writing signed by the proposer and the nominee and shall be forwarded to the Secretary at least 7 days prior to the date of the election.

(e) Returning Officer:

There shall be a Returning Officer appointed by the Committee who shall supervise all arrangement for elections.

(f) Term of Office:

Elected members of the Committee shall hold office for twelve months or until the next Annual Meeting.

(g) Vacancies:

In the event of there being a vacancy on the Committee at any time, the remaining members of the Committee may appoint a successor until the next annual election date.

(h) Meetings:

The Committee shall meet at least once a month.

(i) Quorum:

A quorum shall consist of five members.

(j) Notice of General Meeting:

Notice of a general meeting shall be posted on notice boards not less than three days before the proposed date of such meeting.

(k) Quorum:

A quorum shall consist of twelve financial members of the Scheme.

(l) Simple Majority Decides:

All questions at meetings shall be decided by a majority of the members present, but in the case of equality of votes, the chairman shall have a casting vote.

(m) Auditors:

There shall be two auditors, one of whom shall be appointed at the annual general meeting of the Fund and the other of whom shall be appointed by the Company. Their duties shall be to examine the accounts and balance sheet for the year and or certify to their correctness or otherwise.

(n) Sick Visitors:

The Committee shall appoint sick visitors as required. It will be the function of a sick visitor to call on a member receiving benefits and to recommend to the Committee whether or not payment of benefits should be made or withheld.

(o) Indemnity:

Each officer and/or Committee member of the Fund, acting with due authority or under instructions on behalf of the Fund shall stand in the position of agent for all purposes within the objects of the Fund and shall be indemnified by the Fund, and all costs, losses and/or liabilities which any such Officer or Committee member may suffer or incur by reason of any contract entered into or act or thing done by him in any such capacity jointly or severally, shall be paid by and from the resources of the Fund.

(p) Secretary's Duties:

The Secretary shall attend meetings of the Fund and keep the books in a faithful manner. He will attend to sickness and accident claims and make payments on behalf of the Fund.

(q) Treasurer's Duties:

The Treasurer shall receive all moneys on account of the Fund and deposit them in such bank as the rules direct, and prepare a Balance Sheet for the Annual Meeting.

(r) Bank Account Operations:

Operations on the bank account shall be made by any two of the Chairman, Secretary and Treasurer signing conjointly.

7.**MEETINGS****(a) Committee:**

The Committee shall hold a meeting at least once a month to deal with all claims and pass accounts for payment.

(b) Annual:

The Fund's financial year shall extend from 1st January to 31st December, and the annual general meeting shall be held before the end of March in each year for the purpose of considering the annual accounts and the Committee Report. To elect the Management Committee for the ensuing

twelve months, and conduct such other business of which notice has been given in accordance with the rules.

(c) Special General — Chairman Calls:

The Chairman shall call a general meeting of members at any time he considers one necessary, and the place of meeting shall be decided by him. He must, however, give the members seven days' notice of the meeting and the purpose for which it has been called. A quorum shall comprise 12 or more financial members.

(d) Special Meeting — Members' Request:

Any twenty financial members can at any time request the Chairman in writing to call a special general meeting which shall be called within fourteen days after the receipt of such a request. All members shall be entitled to attend general meetings and shall be entitled to vote.

(e) Alteration to Rules:

The rules of the Fund shall only be altered or added to at a general meeting by a three-fourths majority vote of the members present and entitled to vote.

Notice of such intention to alter any rule must be posted on the Fund's Official Notice Board at least seven days prior to the date of meeting.

Notwithstanding the foregoing, no alteration or addition to any of the rules shall be valid unless the Company consents to such changes.

(f) Alterations to Contributions or Benefits:

Alterations to contributions by the members and alterations to the benefits may only be authorised by a three-fourths majority of members present and entitled to vote at a special general meeting.

8.**BANK ACCOUNT**

The moneys of the Fund shall be banked in the name of "A.P.M. Security Plan — Sickness and Accident Fund N.S.W." in the A.P.M. Employees Credit Union.

9.

TRUSTEES**(a) Number:**

The trustees shall be three in number.

(b) Who They are:

One trustee shall be called the appointed trustee, his appointment being made by Australian Paper Manufacturers Limited from time to time. He shall be the chairman of the trustees.

(c) One trustee shall be called the members' trustee, who shall for the time being, be elected by the members of the Fund. Elections will be held annually for the position of elected trustee; whilst the appointed trustee shall hold office at the pleasure of the Company or until he resigns. Should the appointed trustee cease to hold office, the Company shall appoint another trustee in his place.

(d) The third trustee shall be the Secretary.

(e) Replacing Trustees:

If the elected trustee dies or vacates office before the expiration of his term of office, the remaining trustees shall appoint a member to fill the vacancy until the next ordinary election date.

(f) Meetings:

The trustees shall meet at least once every six months. Two trustees may call a meeting by giving three day's notice in writing to the Secretary.

(g) Investment of Funds:

The trustees may invest the moneys of the Fund or any part thereof in any of the following ways with the consent of the Committee, or by a four-fifths majority of members present and entitled to vote in general meetings:

- (i) in the Commonwealth Savings Bank of Australia.
- (ii) in the public funds, or
- (iii) in the purchase of land or in the erection or alteration of offices or other buildings thereon, or
- (iv) in shares (preference or ordinary) or debentures of

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Australian Paper Manufacturers Limited.
(v) in any other security expressly directed by the rules of the Fund not being personal security.

(h) Signatures:

With respect to all matters concerning the investment of the moneys of the Fund, the signatures of the Secretary and one of the other two trustees shall be necessary.

(i) Each of the trustees of the Fund, acting with due authority or under instruction on behalf of the Fund shall stand in the position of agent for all purposes within the objects of the Fund and shall be indemnified by the Fund, and all costs, losses and/or liabilities which any such trustee may suffer or incur by reason of any contract entered into or act or thing done by him in any such capacity jointly or severally, shall be paid by and from the resources of the Fund.

POINT CLARE COTTAGE:

Employees and Staff who are members of the Fund are entitled to use this facility. There are two Cottages.

One Cottage is divided into two fully equipped flats. Flat 1 accommodates two people, Flat 2 has accommodation for four people. 2nd Cottage is a single dwelling which accommodates four adults.

Facilities

Boat (inboard motor)
Boat (rowing)
Jetty
Barbecue
Laundry with washing machine.

The following Rules apply:

1. Sick members have priority over all bookings. This is an absolute 1st preference.
2. Members not sick or convalescing have 2nd preference with priority to the member who books first.
3. Retired members of the Fund may use Point Clare once, after retiring. Additional bookings will be at the discretion of the Committee.

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4. Staff people other than staff members of the Fund may apply to use Point Clare facilities. Bookings in this instance will be at the discretion of the Committee.

General Rules:

1. Permanent bookings will not be allowed.
2. Bookings may only be made by non sick or convalescing members between January and December of the current year.
3. Minimum period for bookings is 1 week.
Maximum period for bookings is 2 weeks.
Commencing 10 a.m. Saturday to 10 a.m. Saturday.
4. Members other than sick members may use Point Clare facilities **once** per year only.
5. Extensions of time may be requested but will be at the Committee's discretion.

Inventory:

An inventory of items is displayed in each flat. It is the member's responsibility to ensure that all items are intact on arrival and before leaving the premises.

The Caretaker has the right to check the inventory on departure of **tenants**.

Breakages:

All breakages of crockery and/or fixtures are to be reported to the Caretaker or a Committee member.

Committee Empowered:

To deal severely with any person who removes, interferes with or exchanges any article, appliance, fixture or item which is part of, or supplied within the flats or its surrounding **property**.

Visitors:

Members' visitors may remain for a meal or meals. They are **not permitted** to stay or sleep within the flats or camp on the property over any 1 night or nights.

Parking:

Parking space is provided for member tenants only. It is the member's responsibility to ensure that visitors do not park in the property.

Noise:

It is the member tenant's responsibility to ensure that he or his visitors do not create unnecessary noise or disturbance at any time, which could lead to complaints from nearby residents.

Use of Boat:

If both flats are occupied at any one time — member tenants will organise a suitable arrangement or roster for use of the boat.

Members are requested at all times to observe the Rules for Boat Use (fixed to the boat) AND TO CARRY OUT ONLY THOSE INSTRUCTIONS FOR MOTOR OPERATION LISTED ON THE INSTRUCTION SIGN.

UNDER NO CIRCUMSTANCES WILL ANY PERSON INTERFERE WITH, ALTER, OR MAKE ANY ADJUSTMENT TO THE MOTOR.

Members' Complaints:

Members should submit in writing to the Secretary of the Fund, within 14 days of returning from Point Clare any matter about which they are concerned. The Committee will investigate all such complaints and report back.

Caretaker:

The Caretaker — appointed by the Committee is the responsible person in charge at all times. He is empowered by the Committee to safeguard the premises and its facilities whilst it is being used or vacant.

Committee:

Committee members involved in working bees or required to carry out any repair shall if necessary have preference over other members to occupy the premises to carry out such work.

Penalties:

Any member of the Fund who disregards or breaks any Rule may be dealt with by the Committee. The Committee may require members in this instance to appear before the Committee.

SECURITY OF EMPLOYMENT

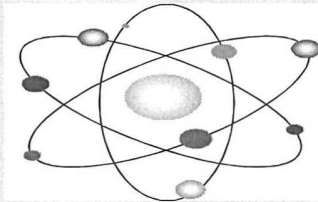
Most of the awards under which employees in the mills work provide for one week's notice of termination of employment. The Company has now voluntarily increased its obligation in this respect for all employees who have completed two years or more of service and they will be entitled as from 1st January, 1948, to receive notice of termination of service in accordance with the following scale:—

**Notice of
Termination
of Service**

Employees with 2 years' service and up to 4 years	1 month
Employees with 4 years' service and up to 6 years	2 months
Employees with 6 years' service and up to 10 years	3 months
Employees with 10 years' service and up to 15 years	6 months
Employees with 15 years' service or over ...	12 months
The above scale will apply to all employees subject to the following exceptions:—	

1. The right of the Company to dismiss in accordance with the terms of the appropriate award in cases of neglect of duty or misconduct.
2. Where employees are absent from work as a result of strike action taken by employees in the industry or in other industries on which the Company is dependent.

When the Retirement Age of 60 for women and 65 for men is reached, the arrangement for long notice will cease.



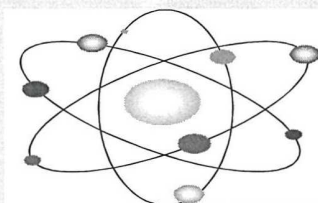
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BOTANY MILL SICKNESS & ACCIDENT FUND

PO Box 95 Matraville NSW 2036

Telephone: 02 9695 3555 Fax: 02 9666 3048

RULES



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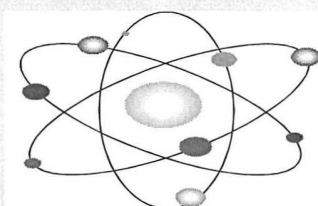
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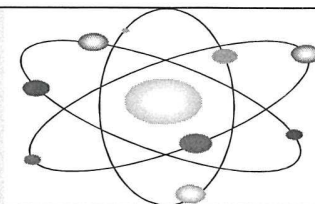
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BOTANY MILL SICKNESS & ACCIDENT FUND

PO Box 95 Matraville NSW 2036

Telephone: 02 9695 3555 Fax: 02 9666 3048

1. NAME

The name of THE FUND shall be "AFPA Botany Mill Sickness and Accident Fund", hereafter referred to as "THE FUND". Any reference in the following to "THE COMPANY", will be taken to mean "Amcor Ltd." trading as "Amcor Fibre Packaging Australasia".

2. OBJECTIVE

The objective of THE FUND is to create and maintain sufficient financial resources, through Fortnightly or Monthly contributions of its members and THE COMPANY, and Investments, which will enable THE FUND to provide benefits as set out herein.

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Botany Mill Sickness & Accident Fund

3 MEMBERSHIP**3.1 Eligibility**

All full time permanent Staff and Employees of THE COMPANY, employed either at the Botany Mill or for NSW Recycling department, at Enfield and Newcastle, will be eligible for membership to THE FUND. The committee may at its discretion restrict membership to any prospective member who has a prior condition that would be an excessive drain on THE FUNDS resources.

3.2 Minimum service period

A member will need to have been in the employ of THE COMPANY for Twenty six (26) weeks and to have paid Twenty six (26) weeks contributions to THE FUND before they are able to claim any benefits from THE FUND, (except for sickness benefits as provided under paragraph 5.4.1 & 5.4.2) or high cost Ancillary benefits as prescribed in *Appendix I*).

An employee who after six (6) months probationary employment with THE COMPANY is not offered a full time position shall have refunded to him, from THE FUND, any contributions he has made, except if he has claimed Sickness Benefits as provided under 5.4.1. & 5.4.2. However an employee who is offered a full time position after the six (6) months probationary employment, will have to be employed for a further twenty six (26) weeks to qualify for the high cost Ancillary benefits as prescribed in *(Appendix A)*

3.3 Definition of Dependants

Dependants will include

- i) Wife or Husband
- ii) Common law spouse
- iii) **Dependant children** up to 18 years of age
- iv) **Student** child up to 25 years of age
- v) Daughter housekeeper

The Committee may use its discretion in respect of unclear circumstances or in respect of wholly dependant persons not defined above.

3.4 Membership of THE FUND will cease

- i) On the member leaving the employ of THE COMPANY.
- ii) On the member being transferred from AFP Botany or NSW Recycling, Enfield and Newcastle.
- iii) On the expulsion from THE FUND in accordance with the rules.

3.5 Unfinancial Members

A member shall be unfinancial if their contributions are over one month in arrears. Unfinancial members shall not be entitled to benefits under the scheme.

3.6 Power to Suspend or Expel

The Committee of Management shall have the power to suspend or expel members of the fund for breaches of any of the rules of THE FUND. A member liable for suspension or expulsion shall be called upon to appear before the committee to show cause why they should not be suspended or expelled from THE FUND.

AFPA Botany Mill Sickness & Accident Fund
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3.7 Honorary Membership

Honorary Membership of THE FUND may be granted to members with 10 years continuous service by the Committee under the following conditions,

- i) Upon the member reaching normal retirement age.
- ii) Upon the member retiring due to health reasons which would qualify them for an Invalid Pension.
- iii) Upon the member reaching 55 years of age, is made redundant, accepts a Voluntary Redundancy or retires, and who pays to the Mortality account of THE FUND an amount equivalent to what they would have contributed had they remained employed with THE COMPANY until their 65th birthday.

4. CONTRIBUTIONS

The following weekly amounts shall be paid by each member.

Benefit Account	18c
Mortality Account	9c
Funeral Account	<u>8c</u>
Total	<u>35c</u>

Employee contributions will be deducted from wages, fortnightly, (salaried staff monthly). Any member in receipt of payment from THE FUND shall continue to contribute to THE FUND.

5. BENEFITS**5.1 Ancillary Benefits**

Members and their dependants (as defined) are eligible for Ancillary Benefits as prescribed in *Appendix A*. Where certain benefits as prescribed in *Appendix A*, have a Yearly limit, that year will be defined as from July 1st until June 30th. Yearly limit total covers a member and all his dependants.

The Committee will consider written request from members for benefits not expressly referred to in *Appendix A*, where those benefits relate to the health or welfare of the member or his dependants. The Committee's decision in such matters is final. The Committee may review the limits, as defined, in (*Appendix A*).

5.2 Funeral and Mortality Benefits

Members and their dependants and Honorary Members are eligible for Funeral and or Mortality Benefits as prescribed in *Appendix B*.

5.3 Use of Point Clare facilities

Members and Honorary members will have access to THE FUNDS facilities at Point Clare NSW. The rules relating to the use of these facilities are set out in *Appendix C*.

AFPA Botany Mill Sickness & Accident Fund
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5.4 Sickness Benefit

5.4.1 Weekly Benefit (not Workers Compensation)

A weekly benefit will be paid to a Member absent from work as a result of sickness or accident, and who is not in receipt of sick pay, Workers Compensation payments or any other payment except Government sickness benefits. The rate of this payment is prescribed in *Appendix A*.

5.4.2 Weekly Benefit (Workers Compensation Absence)

A weekly benefit will be paid to any member who is absent as a result of an injury received whilst in the employ of THE COMPANY and who is receiving Workers Compensation payments for such injury, but no other payments. The rate of this payment is prescribed in *Appendix A*.

5.4.3 Third Party Insurance Claims

Any member who subsequently receives a settlement via a Workers Compensation claim, or a Third Party Insurance claim etc, which has a component for lost wages which coincides with the period for which they have been paid Sickness Benefits, shall reimburse THE FUND for said payments.

5.4.4 Period of Benefits

- i) Full benefits will be paid for a period of up to thirty nine (39) weeks. The Committee shall have the power to continue to pay benefits at two thirds (2/3) the prescribed rate for a further thirteen (13) weeks.
- ii) A member who, having been on Sickness Benefits and returned to work, within three (3) months of such return to work again qualifies for Sickness Benefits, shall have all periods of absence treated as a continuous absence in respect of Paragraph 5.4.4 i.

5.4.5 Claims and/or Doctors Certificates

- i) Claims must be made in writing and on the Claim Form provided, to the Secretary of THE FUND and signed by the claimant. Each claim made upon THE FUND must be accompanied by a Doctors Certificate stating the nature of the illness or injury. On expiration of the original certificate continuation Certificates must be supplied.
- ii) Any claim related to the recurrence of any illness or injury in respect of which benefits have previously been paid shall require a new letter and Claim Form to be written to the Secretary of THE FUND and be accompanied by the relevant Doctors Certificate.
- iii) A Member being admitted to hospital shall be paid benefit from the day of admission to the day of discharge, provided a written claim as per paragraph 5.4.5 i. Above.
- iv) A Doctors Certificate need not be supplied to THE FUND in respect of Workers Compensation absences. Claims however should be lodged with the Secretary as soon as possible on the Claim Form provided.

AFPA
Botany Mill Sickness & Accident Fund

5. BENEFITS continued

5.4.6 Absence of Three (3) or more days

A member must be absent from work for three (3) clear working days as a result of the sickness or accident in respect of which he is making a claim before benefits become payable.

5.4.7 Notification of return to work

Members on sickness benefits must notify the Secretary in writing immediately on return to work.

5.4.8 Medical Examination

The Committee shall have the right to request that a member be examined by a Doctor chosen by the Committee in respect to the illness or injury for which a sickness benefit is sort. The fee for such an examination will be paid by THE FUND. Any members failing to attend such an examination shall be debarred from receiving benefits from THE FUND.

5.4.9 Medical Referee

In the event of there being a disagreement of opinion between the Doctor nominated by the Committee and members private Doctor, a medical referee whose appointment shall be agreed to by both parties shall be consulted, and his decision shall be binding on both parties. The fee for the referee shall be paid by THE FUND.

5.4.10 Expulsion - working and receiving benefits

Any member accepting employment of any kind without the permission of the Committee whilst receiving benefits from THE FUND shall be expelled and shall forfeit all claims against THE FUND.

5.4.11 Misconduct - To receive Benefits

Any member feigning sickness or reducing himself to sickness through his own misconduct shall not be entitled to any benefits from THE FUND. The decision of the Committee being final in such cases.

AFPA Botany Mill Sickness & Accident Fund
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6. MANAGEMENT

6.1 Committee

The affairs of THE FUND shall be controlled by a Committee of Management which will be comprised of three (3) Management representatives being: The Chairman, The Treasurer, and The Secretary, who will be appointed by THE COMPANY, and six (6) representatives of THE FUND who shall be elected from the members of THE FUND.

A list of the current Committee can be found in *Appendix D*.

6.2 Elections

Elections, if required, will be by ballot and taken at the Annual General Meeting of THE FUND.

6.3 Eligibility for Election

All adult members of THE FUND shall be eligible for election to the Committee.

6.4 Nominations

Nominations shall be made in writing, signed by the proposer and the nominee, and shall be forwarded to the Secretary at least seven (7) days prior to the date of the election. If insufficient nominees have been received by the prescribed date, then further nominees may be taken from the floor at the Annual General Meeting.

6.5 Returning Officer

There shall be a Returning Officer appointed by the Committee, who shall supervise all arrangements for elections.

6.6 Terms of Office

Elected members of the Committee shall hold office for twelve (12) months or until the next Annual General Meeting.

6.7 Vacancies

In the event of there being a vacancy on the Committee at any time (of an elected representative), the remaining members of the Committee may appoint a successor until the next Annual General Meeting. In the event of a vacancy on the Committee of an appointed officer THE COMPANY shall appoint a replacement.

6.8 Meetings

The Committee shall meet at least once a month.

6.9 Quorum

A quorum (of the Committee) shall consist of five (5) members.

AFPA Botany Mill Sickness & Accident Fund
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6.10 Notice of General Meeting

Notice of a General Meeting shall be attached to Payslips, as well as being put in the mail boxes in reception not less than eight (8) days before the proposed date of such meeting.

6.11 Quorum

A quorum (for the purpose of a General Meeting) shall consist of twelve financial members of THE FUND.

6.12 Simple Majority Decides

All questions at meetings shall be decided by a majority of the Members present, but in the case of equality of votes the Chairman shall have a second and casting vote.

6.13 Indemnity

Each officer and/or Committee member of THE FUND acting with due authority or under instructions on behalf of THE FUND shall stand in the position of agent for all purposes within the objects of THE FUND and shall be Indemnified by THE FUND, and all costs, losses and/or liabilities which any such officer or Committee member may suffer or incur by reason of any contract entered into or act or thing done by him in any such capacity jointly or severally, shall be paid by and from the resources of THE FUND.

6.14 Secretary's Duties

The Secretary shall attend meetings of THE FUND and keep books in a faithfully manner. The Secretary will attend to sickness and accident claims and make payments on behalf of THE FUND.

6.15 Treasurers Duties

The Treasurer shall receive all monies on account of THE FUND and deposit them in the bank account as the rules direct and prepare a balance sheet for the Annual General Meeting.

6.16 Bank Account Operation

Bank Account operations shall be made by any two (2) of the Chairman, Secretary and Treasurer signing conjointly.

AFPA Botany Mill Sickness & Accident Fund
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7. MEETINGS

7.1 Committee

The Committee shall meet at least once a month to deal with any matters arising from or since the last meeting.

7.2 Annual

THE FUND's financial year shall extend from July 1st until June 30th in the following year. The Annual General Meeting shall be held between July and September in each year for the purpose of considering the annual accounts and the Committee Report, to elect the Management Committee for the ensuing twelve (12) months, and conduct such business of which notice has been given in accordance with the rules.

7.3 Special General Meeting (Chairman calls)

The Chairman shall call a General Meeting of members at any time they consider necessary, and the place of the meeting shall be decided by the Chairman. Members must be given eight (8) days notice of such meeting and the purpose of the meeting explained. A quorum shall consist of twelve (12) or more financial members.

7.4 Special General Meeting (Members request)

Any twenty (20) financial members can at any time request the Chairman in writing to call a Special General Meeting, which shall be called within fourteen (14) days after the receipt of such a request. All members shall be entitled to attend General Meetings and shall be entitled to vote.

7.5 Alterations to Rules

The rules of THE FUND shall only be altered or added to at a General Meeting by a three fourths (3/4) majority of the members present and entitled to vote. Notice of such intention to alter any rule must be attached to Payslips, as well as being put in the mail boxes in reception, at least eight (8) days prior to the date of the meeting. Notwithstanding the foregoing no alteration or addition to any of the rules shall be valid unless THE COMPANY consents to such changes.

7.6 Alterations to Contributions or Benefits

Alterations to contributions by the members and alteration to benefits (as listed in *Appendix A*) may be authorised by a three fourths (3/4) majority of the members present at a General Meeting or by a three fourths (3/4) majority of the full Committee.

AFPA
 Botany Mill Sickness & Accident Fund

8. TRUSTEES

8.1 Number

The Trustees shall be three (3) in number

A list of the current Trustees can be found in *Appendix D*.

8.2 Who are they

- i) One Trustee shall be called the appointed Trustee, his appointment being made by the Company. He shall be the Chairperson of the Trustees, and shall hold office at the pleasure of THE COMPANY or until he resigns.
- ii) One Trustee shall be the "Members Trustee", who shall be elected by the Members of THE FUND at the Annual General Meeting
- iii) The third Trustee shall be the Secretary of THE FUND.

8.3 Replacing Trustees

Should the appointed Trustee, or the Secretary cease to hold office THE COMPANY will appoint another Trustee in their place. If the elected Trustee dies or vacates office before the expiration of their term of office, the remaining Trustees shall appoint a member to fill the vacancy until the next Annual General Meeting.

8.4 Meetings

The Trustees shall meet at least once every six (6) months. Two (2) Trustees may call a meeting by giving three (3) days notice in writing to the Secretary.

8.5 Investment of Funds

The Trustees may invest the monies of THE FUND or any part thereof in any of the following ways with the consent of the Committee, or by a four/fifths (4/5) majority of members present and entitled to vote in General Meetings.

- i) Bank guaranteed low risk fixed term deposits.
- ii) In the public funds.
- iii) In the purchase of land or in the erection or alteration of offices or other buildings thereon.
- iv) In shares (preference or ordinary) or debentures of Amcor Ltd.
- v) In any other security expressly directed by the rules of THE FUND not being personal security.

8.6 Signatures

With respect to all matters concerning the monies of THE FUND, the signature of the Secretary and one other Trustee shall be necessary.

8.7 Indemnity

Each of the Trustees of THE FUND, acting with due authority or under instruction on behalf of THE FUND shall stand in the position of agent for all purposes within the objects of THE FUND and shall be indemnified by THE FUND, and all costs, losses and or liabilities which any such Trustee may suffer or incur by reason of any contact entered into or act or thing done by him in any such capacity jointly or severally, shall be paid by and from the resources of THE FUND.

APPENDIX A
Table of Ancillary Benefits

1 <u>SICKNESS BENEFITS</u> Weekly Sickness Benefit (not Workers Compensation) see item 5.4.1 Weekly Sickness Benefit (Workers Compensation) see item 5.4.2	\$60 per week \$ 8 per week
2 <u>AMBULANCE SERVICE</u> Ambulance benefit, limited to five (5) services per annum	100% of charge
3 <u>DENTAL BENEFITS</u> Fillings, Restorations, Surgical Extractions, Peri/Endodontics Orthodontic Services, Prosthodontics, Bridge & Crown, Root Canal, Wisdom Teeth extractions (* 12 month qualifying period) Dentures. Full or partial replacement or repairs (* 12 month qualifying period) Other. Miscellaneous dental services not prescribed above	\$80 per Treatment \$1000 per annum* \$700 per annum * \$40 per service
4 <u>THERAPIES NOT PROVIDED BY A MD</u> Physiotherapy and Therapeutic Massage Counselling/Occupational Therapy Speech Therapy Psychological counselling Chiropractic Treatment Osteopathic Treatment Podiatry Acupuncture Naturopath Consultations	\$40 per service \$40 per service \$40 per service \$40 per service \$40 per service \$40 per service \$40 per service \$40 per service \$40 per service
5 <u>OPTICAL</u> Members are entitled to claim, after the 12 month qualifying period*, each 2 years, up to the amount shown (the amount includes any claims for dependants), Spectacles and/or Contact Lenses NOTE: Disposable Contact Lenses are included in this category, however a maximum of \$300 may be claimed per 2 years* for Disposable Contact Lenses, as part of the total \$800	\$800 per 2 years *
6 <u>MISCELLANEOUS</u> Hearing Aids, limited to one payment each two years (* 12 month qualifying period) Nebuliser / CPAP Home Nursing (when ordered by Doctor) Trauma Relief assistance, As Agreed on by the Committee Television Rental whilst in hospital	\$803 per unit per ear * \$150 per annum \$30 per service, \$400 per annum \$800 per annum no limit

Note: For items not listed/covered here, members can write to the Committee, explaining the nature of such items, and be given consideration for benefits. The decision of the Committee will be final.

APPENDIX B**Funeral Benefits**

A Funeral Benefit shall be payable from THE FUND to members or their dependants, or to that person who undertakes to answer for the funeral expenses of the deceased. Provided that wherever a husband and wife are both members then only one payment is made.

Full Member

On the death of a member or their dependant THE FUND will pay all funeral expenses for that member or their dependant up to an amount of \$5000. This amount replaces the prior Funeral Benefit payment (of \$1200) and the Mortality Benefit (of \$800).

Honorary Member

Upon the death of an Honorary Member a funeral benefit shall be payable from THE FUND to the person who undertakes to answer for the funeral expenses of the deceased.
The amount of this benefit will be \$800.

Proof of Death

Proof of Death is required before any benefit is paid.

APPENDIX C**Rules relating to Point Clare Facilities****A. POINT CLARE BOOKINGS**

1. Sick or convalescing members (but not Honorary Members) have absolute priority over any other members in the use of Point Clare, regardless of the rules as set out below. Sick or convalescing members do not pay the required fee.
2. Bookings can not be made more than three (3) months in advance, but should be made at least one month in advance. The bookings will be first in first served except as explained below.
3. Except as outlined in point 4, members are restricted to one (1) use of Point Clare facilities per year and may not always book in for the same time every year.
4. A member may use the Point Clare facilities more than once a year only if no other member who has not had a booking in the current year has made a booking for the same period. These second bookings can only be confirmed one month prior to the booking date. At this point these second bookings will take precedence over any late first bookings.
5. A member may use Point Clare at the same time each year only if no other member who has not previously had a booking for that time of the year has made a booking. As with second bookings (point 4) these bookings can only be confirmed one month prior to the booking date.
6. Honorary Members may only use the facilities once a year. They can only book one month in advance and may not book during NSW school vacation periods.
7. Fees payable for the use of Point Clare must be made within seven (7) days of the booking being placed. This fee will be refunded if the booking is cancelled no later than seven (7) days before the booking start date. However, if the booking is cancelled after this time, the fee will only be refunded at the discretion of the Sick & Accident Fund Committee. Your booking will not be guaranteed until this fee is paid. If a member has placed a second booking and this booking is subsequently rejected (as per points 4 & 5) this fee will be refunded.

APPENDIX C

Rules relating to Point Clare Facilities

B. TENANCY RULES - POINT CLARE

ALL TENANTS ARE REQUESTED TO OBSERVE THE FOLLOWING RULES. FAILURE TO DO SO MAY MEAN THAT YOU WILL BE REQUESTED TO APPEAR BEFORE THE COMMITTEE OF MANAGEMENT.

1. **The premises must be LOCKED AND MADE SECURE when leaving. This includes locking ALL BUILDINGS when going off site for any reason whatsoever (eg shopping etc).**
2. Flats must be left clean and tidy.
3. No visitor or person other than an immediate dependant of a member, i.e. family member who resides and is supported by the member, may stay overnight, except where prior permission has been granted by the Committee extra overnight visitor(s)*, may be allowed. This exception will be at the absolute discretion of the Committee. (*extra overnight visitors cannot exceed the bedding supplied in each of the Cottages, see item 5)
4. No camping gear, caravan or the like, including sleeping in vehicles on any part of the property is permitted. This requirement is by order of Gosford Shire Council. Failure of any member to observe this order may seriously affect the tenancy provisions approved by the Council.
5. The tenant is responsible for removal of all waste materials from inside the flats into the otto bins provided. This includes paper, bottles and cans.
6. The motor boat is not to be used until the member has spoken to the caretaker and received instruction in its use.
7. When all flats are in use, the use of the boat is to be co-ordinated day about by the tenants, in agreement with each other.
8. No vehicle is to be driven past the double gates unless authorised by the caretaker.
9. The caretaker has full authority in the absence of any committee member, to ask the tenant to conform with such rules, and failure to do so will result in the tenant being requested to vacate the premises without delay.
10. The caretaker has the right to make an inventory check of all equipment and the premises prior to and after the tenant vacates. Any items damaged, broken, missing, altered or changed, will be discussed with the tenant with the view to that person being held responsible.
11. Strictly NO ANIMALS OR PETS OF ANY KIND are allowed to be kept on the premises anywhere by any tenant or person who resides with that tenant.
12. The Committee has the power to take any necessary action that they see fit.

APPENDIX C**Rules relating to Point Clare Facilities****C. GENERAL****1. Members Complaints**

Members should submit in writing to the Secretary of THE FUND, within fourteen (14) days of returning from Point Clare any such matter about which they are concerned. The Committee will investigate all such complaints and report back.

2. Caretaker

The Caretaker - appointed by the Committee is the responsible person in charge at all times. He is empowered by the Committee to safeguard the premises and its facilities whilst it is being used or vacant.

3. Committee

Committee members involved in working bees or required to carry out any repair shall, if necessary, have preference over other members to occupy the premises to carry out such work.

4. Penalties

Any member of THE FUND who disregards or breaks any rule may be dealt with by the Committee. The Committee may require members in this instance to appear before the Committee.

5. About the Cottages

The House, referred to as Flat 3, sleeps 6. Comprising of 4 single beds and 1 double bed (sofa bed in lounge room).

The Units:

Flat 2 on the Waterside of the property sleeps 5. Comprising of 3 single beds, and a double bed (sofa bed in lounge room).

Flat 1 on the Roadside of the property sleeps 5. Comprising of 4 single beds and a lounge that converts to a single bed.

Kitchen equipment, blankets, pillows are supplied. It is only necessary to take sheets/towels and items of a personal nature.

APPENDIX D**Current Trustees and Members of the Committee****Trustees**

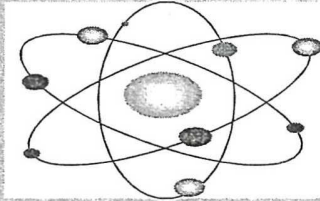
Chairperson of Trustees	Eric Bartschi
Members Trustee	Mark Skennerton
Secretary/Trustee	Edwin Caldwell

Committee

Chairperson	Eric Bartschi
Treasurer	Peter Ryan
Secretary	Edwin Caldwell
Elected representatives	Fiona Faust Philip Illidge Edward Pram Mark Skennerton Leslie Smith

**PROPOSED MEETING FOR THE SICKNESS & ACCIDENT
FUND COMMITTEE FOR 2002**

JANUARY	Friday 25th January
FEBRUARY	Thursday 28th February
MARCH	Wednesday 27th March



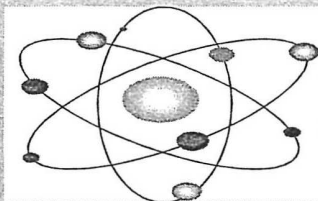
APM

**BOTANY MILL SECURITY PLAN SICKNESS &
ACCIDENT FUND**

PO Box 95 Matraville NSW 2036

Telephone: 02 9695 3555 Fax: 02 9666 3048

RULES



APM

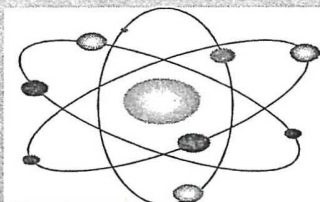
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APM Botany Mill Security Plan Sickness & Accident Fund

1. NAME

The name of THE FUND shall be "APM Botany Mill, Security Plan, Sickness & Accident Fund" hereafter referred to as "THE FUND". Any reference to 'THE COMPANY', will be taken to mean "Amcor Ltd" trading as "Amcor Fibre Packaging Australasia".

2. OBJECTIVE

The objective of THE FUND is to create and maintain sufficient financial resources, through Fortnightly or Monthly contributions of its members and THE COMPANY, and Investments, which will enable THE FUND to provide benefits as set out herein.

APM Botany Mill Security Plan Sickness & Accident Fund
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3 MEMBERSHIP

3.1 Eligibility

All full time permanent staff and employees of THE COMPANY, employed either at AFPA Botany Mill or by NSW Recycling Department, will be eligible for membership of THE FUND.

3.2 Minimum service period

A member will need to have been in the employ of THE COMPANY for Twenty six (26) weeks and to have paid Twenty six (26) weeks contributions to THE FUND before they are able to claim any benefits from THE FUND, (except for sickness benefits as provided under paragraph 5.4.1 & 5.4.2) or high cost Ancillary benefits as prescribed in *Appendix 1*).

An employee who after six (6) months probationary employment with THE COMPANY is not offered a full time position shall have refunded to him, from THE FUND, any contributions he has made, except if he has claimed Sickness Benefits as provided under 5.4.1. & 5.4.2. However an employee who is offered a full time position after the six (6) months probationary employment, will have to be employed for a further twenty six (26) weeks to qualify for the high cost Ancillary benefits as prescribed in (*Appendix A*)

3.3 Definition of Dependants

Dependants will include:

- i) Wife or Husband
- ii) Common law spouse
- iii) Dependant children up to 18 years of age
- iv) Student child up to 25 years of age
- v) Daughter housekeeper

The Committee may use its discretion in respect of unclear circumstances or in respect of wholly dependant persons not defined above.

3.4 Membership of THE FUND will cease

- i) On the member leaving the employ of THE COMPANY.
- ii) On the member being transferred from AFPA Botany or NSW Recycling, .
- iii) On the expulsion from THE FUND in accordance with the rules.

3.5 Unfinancial Members

A member shall be unfinancial if their contributions are over one month in arrears. Unfinancial members shall not be entitled to benefits under the scheme.

APM Botany Mill Security Plan Sickness & Accident Fund
--

3.6 Power to Suspend or Expel

The Committee of Management shall have the power to suspend or expel members of the fund for breaches of any of the rules of THE FUND. A member liable for suspension or expulsion shall be called upon to appear before the committee to show cause why they should not be suspended or expelled from THE FUND.

3.7 Honorary Membership

Honorary Membership of THE FUND may be granted to members with 10 years continuous service by the Committee under the following conditions,

- i) Upon the member reaching or surpassing normal retirement age.
- ii) Upon the member retiring due to health reasons which would qualify them for an Invalid Pension.
- iii) Upon the member reaching 55 years of age, is made redundant, accepts a Voluntary Redundancy or retires, and who pays to THE FUND an amount equivalent to 25% of what they would have contributed had they remained employed with THE COMPANY until their 65th birthday.

4. CONTRIBUTIONS.

Each member shall contribute an amount equivalent to \$2.00 per week.

Employee contributions will be deducted from wages, fortnightly, (salaried staff monthly). Any member in receipt of payment from THE FUND shall continue to contribute to THE FUND.

APM Botany Mill Security Plan Sickness & Accident Fund
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5. BENEFITS

5.1 Ancillary Benefits

Members and their dependents (as defined) are eligible for Ancillary Benefits as prescribed in *Appendix A*. Where certain benefits as prescribed in *Appendix A*, have a Yearly limit, that year will be defined as from 1st July until 30th June. Yearly limit total covers a member and all his dependants.

The Committee will consider written request from members for benefits not expressly referred to in *Appendix A*, where those benefits relate to the health or welfare of the member or his dependants. The Committee's decision in such matters is final. The Committee may review the limits, as defined, in (*Appendix A*).

5.1.1 Annual Limit for Ancillary Benefits

That an annual limit of \$1,200 per member per year be imposed on the amount of monies that a member is reimbursed for sickness & accident claims. This will be reviewed on an annual basis.

A limit of \$600 is to be applied for the six months from 1st January to the 30th June 2002. There is no such limit for the six months ended 31st December 2001. If the imposition of the limit causes undue hardship to a member, they can apply in writing to the Secretary of the Committee for possible Trauma Relief Assistance. Any such case will be assessed by review of the Committee. In all other respects the Ancillary Benefits Table is unchanged with respect to available benefits and section claim limits.

5.1.2 Claims for Ancillary Benefits

Claims must be made on the claim form provided to the Secretary of the Fund and signed by the claimant. All claims must be accompanied by original itemised receipts, or for members, in Private Health Funds claiming the difference between what the Private Health Fund refund and the original charge, the tabled receipt from the Private Health Fund is acceptable.

5.1.3 Time Limit

A time limit for claim of reimbursement is to be applied. For an expense to be reimbursed, a claim must be submitted within 60 days, from date of making payment.

5.2 Funerals

Members and their dependants as defined and Honorary Members are eligible for Funeral Benefits as prescribed in *Appendix B*.

5.3 Use of Point Clare facilities

Members and Honorary members will have access to THE FUNDS facilities at Point Clare NSW. The rules relating to the use of these facilities are set out in *Appendix C*.

APM Botany Mill Security Plan Sickness & Accident Fund
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5.4 Sickness Benefit

5.4.1 Weekly Benefit (not Workers Compensation)

A weekly benefit will be paid to a Member absent from work as a result of sickness or accident, and who is not in receipt of sick pay, Workers Compensation payments or any other payment except Government sickness benefits. The rate of this payment is prescribed in *Appendix A*.

5.4.2 Weekly Benefit (Workers Compensation Absence)

A weekly benefit will be paid to any member who is absent as a result of an injury received whilst in the employ of THE COMPANY and who is receiving Workers Compensation payments for such injury, but no other payments. The rate of this payment is prescribed in *Appendix A*.

5.4.3 Third Party Insurance Claims

Any member who subsequently receives a settlement via a Workers Compensation claim, or a Third Party Insurance claim etc, which has a component for lost wages which coincides with the period for which they have been paid Sickness Benefits, shall reimburse THE FUND for said payments.

5.4.4 Period of Benefits

- i) Full benefits will be paid for a period of up to thirty nine (39) weeks. The Committee shall have the power to continue to pay benefits at two thirds (2/3) the prescribed rate for a further thirteen (13) weeks.
- ii) A member who, having been on Sickness Benefits and returned to work, within three (3) months of such return to work again qualifies for Sickness Benefits, shall have all periods of absence treated as a continuous absence in respect of Paragraph 5.4.4 i.

5.4.5 Claims and/or Doctors Certificates

- i) Claims must be made in writing and on the Claim Form provided, to the Secretary of THE FUND and signed by the claimant. Each claim made upon THE FUND must be accompanied by a Doctors Certificate stating the nature of the illness or injury. On expiration of the original certificate continuation Certificates must be supplied.
- ii) Any claim related to the recurrence of any illness or injury in respect of which benefits have previously been paid shall require a new letter and Claim Form to be written to the Secretary of THE FUND and be accompanied by the relevant Doctors Certificate.
- iii) A Member being admitted to hospital shall be paid benefit from the day of admission to the day of discharge, provided a written claim as per paragraph 5.4.5 i. Above.
- iv) A Doctors Certificate need not be supplied to THE FUND in respect of Workers Compensation absences. Claims however should be lodged with the Secretary as soon as possible on the Claim Form provided.

APM Botany Mill Security Plan Sickness & Accident Fund
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5. BENEFITS continued

5.4.6 Absence of Three (3) or more days

A member must be absent from work for three (3) clear working days as a result of the sickness or accident in respect of which he is making a claim before benefits become payable.

5.4.7 Notification of return to work

Members on sickness benefits must notify the Secretary in writing immediately on return to work.

5.4.8 Medical Examination

The Committee shall have the right to request that a member be examined by a Doctor chosen by the Committee in respect to the illness or injury for which a sickness benefit is sort. The fee for such an examination will be paid by THE FUND. Any members failing to attend such an examination shall be debarred from receiving benefits from THE FUND.

5.4.9 Medical Referee

In the event of there being a disagreement of opinion between the Doctor nominated by the Committee and members private Doctor, a medical referee whose appointment shall be agreed to by both parties shall be consulted, and his decision shall be binding on both parties. The fee for the referee shall be paid by THE FUND.

5.4.10 Expulsion - working and receiving benefits

Any member accepting employment of any kind without the permission of the Committee whilst receiving benefits from THE FUND shall be expelled and shall forfeit all claims against THE FUND.

5.4.11 Misconduct - To receive Benefits

Any member feigning sickness or reducing himself to sickness through his own misconduct shall not be entitled to any benefits from THE FUND. The decision of the Committee being final in such cases.

APM Botany Mill Security Plan Sickness & Accident Fund
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6. MANAGEMENT

6.1 Committee

The affairs of THE FUND shall be controlled by a Committee of Management which will be comprised of three (3) Management representatives being: The Chairman, The Treasurer, and The Secretary, who will be appointed by THE COMPANY, and six (6) representatives of THE FUND who shall be elected from the members of THE FUND.

A list of the current Committee can be found in *Appendix D*.

6.2 Elections

Elections, if required, will be by ballot and taken at the Annual General Meeting of THE FUND.

6.3 Eligibility for Election

All adult members of THE FUND shall be eligible for election to the Committee.

6.4 Nominations

Nominations shall be made in writing, signed by the proposer and the nominee, and shall be forwarded to the Secretary at least seven (7) days prior to the date of the election. If insufficient nominees have been received by the prescribed date, then further nominees may be taken from the floor at the Annual General Meeting.

6.5 Returning Officer

There shall be a Returning Officer appointed by the Committee, who shall supervise all arrangements for elections.

6.6 Terms of Office

Elected members of the Committee shall hold office for twelve (12) months or until the next Annual General Meeting.

6.7 Vacancies

In the event of there being a vacancy on the Committee at any time (of an elected representative), the remaining members of the Committee may appoint a successor until the next Annual General Meeting. In the event of a vacancy on the Committee of an appointed officer THE COMPANY shall appoint a replacement.

6.8 Meetings

The Committee shall meet at least once every two months.

Any member of the committee can request a committee meeting at any time and provided a quorum can be obtained a meeting will be held.

6.9 Quorum

A quorum (of the Committee) shall consist of five (5) members.

APM Botany Mill Security Plan Sickness & Accident Fund
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6.10 Notice of General Meeting

Notice of a General Meeting shall be attached to Payslips, as well as being put in the mail boxes in reception not less than eight (8) days before the proposed date of such meeting.

6.11 Quorum

A quorum (for the purpose of a General Meeting) shall consist of twelve financial members of THE FUND.

6.12 Simple Majority Decides

All questions at meetings shall be decided by a majority of the Members present, but in the case of equality of votes the Chairman shall have a second and casting vote.

6.13 Indemnity

Each officer and/or Committee member of THE FUND acting with due authority or under instructions on behalf of THE FUND shall stand in the position of agent for all purposes within the objects of THE FUND and shall be Indemnified by THE FUND, and all costs, losses and/or liabilities which any such officer or Committee member may suffer or incur by reason of any contract entered into or act or thing done by him in any such capacity jointly or severally, shall be paid by and from the resources of THE FUND.

6.14 Secretary's Duties

The Secretary shall attend meetings of THE FUND and keep books in a faithfully manner. The Secretary will attend to sickness and accident claims and make payments on behalf of THE FUND.

6.15 Treasurers Duties

The Treasurer shall receive all monies on account of THE FUND and deposit them in the bank account as the rules direct and prepare a balance sheet for the Annual General Meeting.

6.16 Chairman's Duties

The chairman will preside at all meetings of THE FUND and follow and apply the rules of THE FUND as set out.

6.17 Bank Account Operation

Bank Account operations shall be made by any two (2) of the Chairman, Secretary, Treasurer or Members Trustee signing jointly.

APM Botany Mill Security Plan Sickness & Accident Fund
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7. MEETINGS

7.1 Committee

The Committee shall meet at least once every two months to deal with any matters arising from or since the last meeting.

Any member of the committee can request a committee meeting at any time and provided a quorum can be obtained a meeting will be held

7.2 Annual

THE FUND's financial year shall extend from July 1st until June 30th in the following year. The Annual General Meeting shall be held between July and September in each year for the purpose of considering the annual accounts and the Committee Report, to elect the Management Committee for the ensuing twelve (12) months, and conduct such business of which notice has been given in accordance with the rules.

7.3 Special General Meeting (Chairman calls)

The Chairman shall call a General Meeting of members at any time they consider necessary, and the place of the meeting shall be decided by the Chairman. Members must be given eight (8) days notice of such meeting and the purpose of the meeting explained. A quorum shall consist of twelve (12) or more financial members.

7.4 Special General Meeting (Members request)

Any twenty (20) financial members can at any time request the Chairman in writing to call a Special General Meeting, which shall be called within fourteen (14) days after the receipt of such a request. All members shall be entitled to attend General Meetings and shall be entitled to vote.

A quorum shall consist of twelve (12) or more financial members.

7.5 Alterations to Rules

The rules of THE FUND shall only be altered or added to at a General Meeting by a three fourths (3/4) majority of the members present and entitled to vote. Notice of such intention to alter any rule must be attached to Payslips, as well as being put in the mail boxes in reception, at least eight (8) days prior to the date of the meeting. Notwithstanding the foregoing no alteration or addition to any of the rules shall be valid unless THE COMPANY consents to such changes.

7.6 Alterations to Contributions or Benefits

Alterations to contributions by the members and alteration to benefits (as listed in *Appendix A*) may be authorised by a three fourths (3/4) majority of the members present at a General Meeting or by a three fourths (3/4) majority of the full Committee.

APM Botany Mill Security Plan Sickness & Accident Fund
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8. TRUSTEES

8.1 Number

The Trustees shall be three (3) in number
A list of the current Trustees can be found in *Appendix D*.

8.2 Who are they

- i) One Trustee shall be called the appointed Trustee, his appointment being made by the Company. He shall be the Chairperson of the Trustees, and shall hold office at the pleasure of THE COMPANY or until he resigns.
- ii) One Trustee shall be the "Members Trustee", who shall be elected by the Members of THE FUND at the Annual General Meeting
- iii) The third Trustee shall be the Secretary of THE FUND.

8.3 Replacing Trustees

Should the appointed Trustee, or the Secretary cease to hold office THE COMPANY will appoint another Trustee in their place. If the elected Trustee dies or vacates office before the expiration of their term of office, the remaining Trustees shall appoint a member to fill the vacancy until the next Annual General Meeting.

8.4 Meetings

The Trustees shall meet at least once every six (6) months. Two (2) Trustees may call a meeting by giving three (3) days notice in writing to the Secretary.

8.5 Investment of Funds

The Trustees may invest the monies of THE FUND or any part thereof in any of the following ways with the consent of the Committee, or by a four/fifths (4/5) majority of members present and entitled to vote in General Meetings.

- i) Bank guaranteed low risk fixed term deposits.
- ii) In the public funds.
- iii) In the purchase of land or in the erection or alteration of offices or other buildings thereon.
- iv) In shares (preference or ordinary) or debentures of Amcor Ltd or PaperlinX Ltd.
- v) In any other security expressly directed by the rules of THE FUND not being personal security.

8.6 Signatures

With respect to all matters concerning investments of THE FUND, the signature of the Secretary and one other Trustee shall be necessary.

8.7 Indemnity

Each of the Trustees of THE FUND, acting with due authority or under instruction on behalf of THE FUND shall stand in the position of agent for all purposes within the objects of THE FUND and shall be indemnified by THE FUND, and all costs, losses and or liabilities which any such Trustee may suffer or incur by reason of any contact entered into or act or thing done by him in any such capacity jointly or severally, shall be paid by and from the resources of THE FUND.

APPENDIX A**Table of Ancillary Benefits**

Note: Notwithstanding the limits set out below, Total ancillary benefits (excluding trauma relief) are subject to the \$1200 annual limit as prescribed in clause 5.1

1 SICKNESS BENEFITS Weekly Sickness Benefit (not Workers Compensation) see item 5.4.1 Weekly Sickness Benefit (Workers Compensation) see item 5.4.2	\$60 per week \$ 8 per week
2 AMBULANCE SERVICE Ambulance benefit, limited to five (5) services per annum	100% of charge
3 DENTAL BENEFITS Fillings, Restorations, Surgical Extractions, Peri/Endodontics Orthodontic Services, Prosthodontics, Bridge & Crown, Root Canal, Wisdom Teeth extractions (* 12 month qualifying period) Dentures. Full or partial replacement or repairs (* 12 month qualifying period) Other. Miscellaneous dental services not prescribed above	\$80 per Treatment \$1000 per annum* \$700 per annum * \$40 per service
4 THERAPIES NOT PROVIDED BY A MD Physiotherapy and Therapeutic Massage Counselling/Occupational Therapy Speech Therapy Psychological counselling Chiropractic Treatment Osteopathic Treatment Podiatry Acupuncture Naturopath Consultations	\$40 per service \$40 per service \$40 per service \$40 per service \$40 per service \$40 per service \$40 per service \$40 per service \$40 per service
5 OPTICAL Members are entitled to claim, after the 12 month qualifying period*, each 2 years, up to the amount shown (the amount includes any claims for dependants), Spectacles and/or Contact Lenses NOTE: Disposable Contact Lenses are included in this category, however a maximum of \$300 may be claimed per 2 years* for Disposable Contact Lenses, as part of the total \$800	\$800 per 2 years *
6 MISCELLANEOUS Hearing Aids, limited to one payment each two years (* 12 month qualifying period) Nebuliser / CPAP Home Nursing (when ordered by Doctor) Trauma Relief assistance, As Agreed on by the Committee Television Rental whilst in hospital	\$803 per unit per ear * \$150 per annum \$30 per service, \$400 per annum \$800 per annum no limit
ANNUAL LIMIT: THERE IS AN ANNUAL OVERALL LIMIT OF \$1,200 THAT CAN BE REBATED TO ANY ONE MEMBER IN ANY ONE (1) FINANCIAL YEAR. FOR THIS PURPOSE TRAUMA RELIEF GRANTED BY THE COMMITTEE WILL BE CONSIDERED OUTSIDE THE LIMIT.	

TIME LIMIT:**ALL EXPENSES MUST BE CLAIMED WITHIN 60 DAYS OF MAKING PAYMENT.****APPENDIX B****Funeral Benefits**

A Funeral Benefit shall be payable from THE FUND to members or their dependants, or to that person who undertakes to answer for the funeral expenses of the deceased. Provided that wherever a husband and wife are both members then only one payment is made.

Full Member

On the death of a member or their dependant THE FUND will pay all funeral expenses for that member or their dependant up to an amount of \$5000.

Honorary Member

Upon the death of an Honorary Member a funeral benefit shall be payable from THE FUND to the person who undertakes to answer for the funeral expenses of the deceased. The amount of this benefit will be \$800.

Proof of Death

Proof of Death is required before any benefit is paid.

APPENDIX C

Rules relating to Point Clare Facilities

A. POINT CLARE BOOKINGS

1. Sick or convalescing members (but not Honorary Members) have absolute priority over any other members in the use of Point Clare, regardless of the rules as set out below. Sick or convalescing members do not pay the required fee.
2. Bookings can not be made more than three (3) months in advance, but should be made at least one month in advance. The bookings will be first in first served except as explained below.
3. Except as outlined in point 4, members are restricted to one (1) use of Point Clare facilities per year and may not always book in for the same time every year.
4. A member may use the Point Clare facilities more than once a year only if no other member who has not had a booking in the current year has made a booking for the same period. These second bookings can only be confirmed one month prior to the booking date. At this point these second bookings will take precedence over any late first bookings.
5. A member may use Point Clare at the same time each year only if no other member who has not previously had a booking for that time of the year has made a booking. As with second bookings (point 4) these bookings can only be confirmed one month prior to the booking date.
6. Honorary Members may only use the facilities once a year. They can only book one month in advance and may not book during NSW school vacation periods.
7. Fees payable for the use of Point Clare must be made within seven (7) days of the booking being placed. This fee will be refunded if the booking is cancelled no later than seven (7) days before the booking start date. However, if the booking is cancelled after this time, the fee will only be refunded at the discretion of the Sick & Accident Fund Committee. Your booking will not be guaranteed until this fee is paid. If a member has placed a second booking and this booking is subsequently rejected (as per points 4 & 5) this fee will be refunded.

APPENDIX C

Rules relating to Point Clare Facilities

B. TENANCY RULES - POINT CLARE

ALL TENANTS ARE REQUESTED TO OBSERVE THE FOLLOWING RULES. FAILURE TO DO SO MAY MEAN THAT YOU WILL BE REQUESTED TO APPEAR BEFORE THE COMMITTEE OF MANAGEMENT.

1. The premises must be LOCKED AND MADE SECURE when leaving. This includes locking ALL BUILDINGS when going off site for any reason whatsoever (eg shopping etc).
2. Flats must be left clean and tidy.
3. No visitor or person other than an immediate dependant of a member, i.e. family member who resides and is supported by the member, may stay overnight, except where prior permission has been granted by the Committee extra overnight visitor(s)*, may be allowed. This exception will be at the absolute discretion of the Committee. (*extra overnight visitors cannot exceed the bedding supplied in each of the Cottages, see item 5)
4. No camping gear, caravan or the like, including sleeping in vehicles on any part of the property is permitted. This requirement is by order of Gosford Shire Council. Failure of any member to observe this order may seriously affect the tenancy provisions approved by the Council.
5. The tenant is responsible for removal of all waste materials from inside the flats into the otto bins provided. This includes paper, bottles and cans.
6. The motor boat is not to be used until the member has spoken to the caretaker and received instruction in its use.
7. When all flats are in use, the use of the boat is to be co-ordinated day about by the tenants, in agreement with each other.
8. No vehicle is to be driven past the double gates unless authorised by the caretaker.
9. The caretaker has full authority in the absence of any committee member, to ask the tenant to conform with such rules, and failure to do so will result in the tenant being requested to vacate the premises without delay.
10. The caretaker has the right to make an inventory check of all equipment and the premises prior to and after the tenant vacates. Any items damaged, broken, missing, altered or changed, will be discussed with the tenant with the view to that person being held responsible.
11. Strictly NO ANIMALS OR PETS OF ANY KIND are allowed to be kept on the premises anywhere by any tenant or person who resides with that tenant.
12. The Committee has the power to take any necessary action that they see fit.

APPENDIX C

Rules relating to Point Clare Facilities

C. GENERAL

1. **Members Complaints**

Members should submit in writing to the Secretary of THE FUND, within fourteen (14) days of returning from Point Clare any such matter about which they are concerned. The Committee will investigate all such complaints and report back.

2. **Caretaker**

The Caretaker - appointed by the Committee is the responsible person in charge at all times. He is empowered by the Committee to safeguard the premises and its facilities whilst it is being used or vacant.

3. **Committee**

Committee members involved in working bees or required to carry out any repair shall, if necessary, have preference over other members to occupy the premises to carry out such work.

4. **Penalties**

Any member of THE FUND who disregards or breaks any rule may be dealt with by the Committee. The Committee may require members in this instance to appear before the Committee.

5. **About the Cottages**

The House, referred to as Flat 3, sleeps 6. Comprising of 4 single beds and 1 double bed (sofa bed in lounge room).

The Units:

Flat 2 on the Waterside of the property sleeps 5. Comprising of 3 single beds, and a double bed (sofa bed in lounge room).

Flat 1 on the Roadside of the property sleeps 5. Comprising of 4 single beds and a lounge that converts to a single bed.

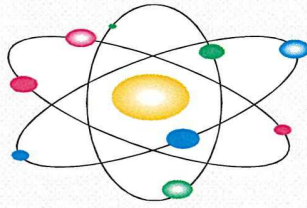
Kitchen equipment, blankets, pillows are supplied. It is only necessary to take sheets/towels and items of a personal nature.

APPENDIX D**Current Trustees and Members of the Committee****Trustees**

Chairperson of Trustees	Eric Bartschi
Members Trustee	Mark Skennerton
Secretary/Trustee	Edwin Caldwell

Committee

Chairperson	Eric Bartschi
Treasurer	Peter Ryan
Secretary	Edwin Caldwell
Elected representatives	Fiona Faust Philip Illidge Edward Pram Mark Skennerton Leslie Smith Raelene Davidson



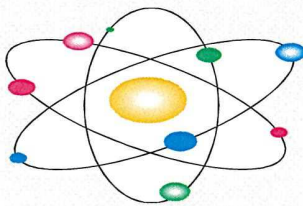
APM

**BOTANY MILL SECURITY PLAN SICKNESS &
ACCIDENT FUND**

PO Box 95 Matraville NSW 2036

Telephone: 02 9695 3555 Fax: 02 9666 3048

RULES



APM

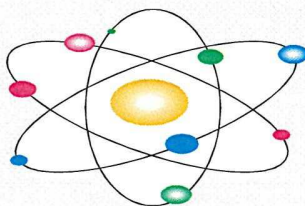
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APM Botany Mill Security Plan Sickness & Accident Fund

1. NAME

The name of THE FUND shall be "APM Botany Mill, Security Plan, Sickness & Accident Fund" hereafter referred to as "THE FUND". Any reference to 'THE COMPANY', will be taken to mean "Amcor Ltd" trading as "Amcor Fibre Packaging Australasia".

2. OBJECTIVE

The objective of THE FUND is to create and maintain sufficient financial resources, through Fortnightly or Monthly contributions of its members and THE COMPANY, and Investments, which will enable THE FUND to provide benefits as set out herein.

APM Botany Mill Security Plan Sickness & Accident Fund

3 MEMBERSHIP

3.1 Eligibility

All full time permanent staff and employees of THE COMPANY, employed either at AFPA Botany Mill or by NSW Recycling Department, will be eligible for membership of THE FUND.

3.2 Minimum service period

A member will need to have been in the employ of THE COMPANY for Twenty six (26) weeks and to have paid Twenty six (26) weeks contributions to THE FUND before they are able to claim any benefits from THE FUND, (except for sickness benefits as provided under paragraph 5.4.1 & 5.4.2) or high cost Ancillary benefits as prescribed in *Appendix 1*).

An employee who after six (6) months probationary employment with THE COMPANY is not offered a full time position shall have refunded to him, from THE FUND, any contributions he has made, except if he has claimed Sickness Benefits as provided under 5.4.1. & 5.4.2. However an employee who is offered a full time position after the six (6) months probationary employment, will have to be employed for a further twenty six (26) weeks to qualify for the high cost Ancillary benefits as prescribed in *(Appendix A)*

3.3 Definition of Dependants

Dependants will include:

- i) Wife or Husband
- ii) Common law spouse
- iii) Dependant children up to 18 years of age
- iv) Student child up to 25 years of age
- v) Daughter housekeeper

The Committee may use its discretion in respect of unclear circumstances or in respect of wholly dependant persons not defined above.

3.4 Membership of THE FUND will cease

- i) On the member leaving the employ of THE COMPANY.
- ii) On the member being transferred from AFPA Botany or NSW Recycling, .
- iii) On the expulsion from THE FUND in accordance with the rules.

3.5 Unfinancial Members

A member shall be unfinancial if their contributions are over one month in arrears. Unfinancial members shall not be entitled to benefits under the scheme.

APM
Botany Mill Security Plan Sickness & Accident Fund

3.6 Power to Suspend or Expel

The Committee of Management shall have the power to suspend or expel members of the fund for breaches of any of the rules of THE FUND. A member liable for suspension or expulsion shall be called upon to appear before the committee to show cause why they should not be suspended or expelled from THE FUND.

3.7 Honorary Membership

Honorary Membership of THE FUND may be granted to members with 10 years continuous service by the Committee under the following conditions,

- i) Upon the member reaching or surpassing normal retirement age.
- ii) Upon the member retiring due to health reasons which would qualify them for an Invalid Pension.
- iii) Upon the member reaching 55 years of age, is made redundant, accepts a Voluntary Redundancy or retires, and who pays to THE FUND an amount equivalent to 25% of what they would have contributed had they remained employed with THE COMPANY until their 65th birthday.

4. CONTRIBUTIONS.

Each member shall contribute an amount equivalent to \$2.00 per week.

Employee contributions will be deducted from wages, fortnightly, (salaried staff monthly). Any member in receipt of payment from THE FUND shall continue to contribute to THE FUND.

APM Botany Mill Security Plan Sickness & Accident Fund
--

5. BENEFITS

5.1 Ancillary Benefits

Members and their dependents (as defined) are eligible for Ancillary Benefits as prescribed in *Appendix A*. Where certain benefits as prescribed in *Appendix A*, have a Yearly limit, that year will be defined as from 1st July until 30th June. Yearly limit total covers a member and all his dependants.

The Committee will consider written request from members for benefits not expressly referred to in *Appendix A*, where those benefits relate to the health or welfare of the member or his dependants. The Committee's decision in such matters is final. The Committee may review the limits, as defined, in (*Appendix A*).

5.1.1 Annual Limit for Ancillary Benefits

That an annual limit of \$1,200 per member per year be imposed on the amount of monies that a member is reimbursed for sickness & accident claims. This will be reviewed on an annual basis.

A limit of \$600 is to be applied for the six months from 1st January to the 30th June 2002. There is no such limit for the six months ended 31st December 2001. If the imposition of the limit causes undue hardship to a member, they can apply in writing to the Secretary of the Committee for possible Trauma Relief Assistance. Any such case will be assessed by review of the Committee. In all other respects the Ancillary Benefits Table is unchanged with respect to available benefits and section claim limits.

5.1.2 Claims for Ancillary Benefits

Claims must be made on the claim form provided to the Secretary of the Fund and signed by the claimant. All claims must be accompanied by original itemised receipts, or for members, in Private Health Funds claiming the difference between what the Private Health Fund refund and the original charge, the tabled receipt from the Private Health Fund is acceptable.

5.1.3 Time Limit

A time limit for claim of reimbursement is to be applied. For an expense to be reimbursed, a claim must be submitted within 60 days, from date of making payment.

5.2 Funerals

Members and their dependants as defined and Honorary Members are eligible for Funeral Benefits as prescribed in *Appendix B*.

5.3 Use of Point Clare facilities

Members and Honorary members will have access to THE FUNDS facilities at Point Clare NSW. The rules relating to the use of these facilities are set out in *Appendix C*.

APM Botany Mill Security Plan Sickness & Accident Fund
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5.4 Sickness Benefit

5.4.1 Weekly Benefit (not Workers Compensation)

A weekly benefit will be paid to a Member absent from work as a result of sickness or accident, and who is not in receipt of sick pay, Workers Compensation payments or any other payment except Government sickness benefits. The rate of this payment is prescribed in *Appendix A*.

5.4.2 Weekly Benefit (Workers Compensation Absence)

A weekly benefit will be paid to any member who is absent as a result of an injury received whilst in the employ of THE COMPANY and who is receiving Workers Compensation payments for such injury, but no other payments. The rate of this payment is prescribed in *Appendix A*.

5.4.3 Third Party Insurance Claims

Any member who subsequently receives a settlement via a Workers Compensation claim, or a Third Party Insurance claim etc, which has a component for lost wages which coincides with the period for which they have been paid Sickness Benefits, shall reimburse THE FUND for said payments.

5.4.4 Period of Benefits

- i) Full benefits will be paid for a period of up to thirty nine (39) weeks. The Committee shall have the power to continue to pay benefits at two thirds (2/3) the prescribed rate for a further thirteen (13) weeks.
- ii) A member who, having been on Sickness Benefits and returned to work, within three (3) months of such return to work again qualifies for Sickness Benefits, shall have all periods of absence treated as a continuous absence in respect of Paragraph 5.4.4 i.

5.4.5 Claims and/or Doctors Certificates

- i) Claims must be made in writing and on the Claim Form provided, to the Secretary of THE FUND and signed by the claimant. Each claim made upon THE FUND must be accompanied by a Doctors Certificate stating the nature of the illness or injury. On expiration of the original certificate continuation Certificates must be supplied.
- ii) Any claim related to the recurrence of any illness or injury in respect of which benefits have previously been paid shall require a new letter and Claim Form to be written to the Secretary of THE FUND and be accompanied by the relevant Doctors Certificate.
- iii) A Member being admitted to hospital shall be paid benefit from the day of admission to the day of discharge, provided a written claim as per paragraph 5.4.5 i. Above.
- iv) A Doctors Certificate need not be supplied to THE FUND in respect of Workers Compensation absences. Claims however should be lodged with the Secretary as soon as possible on the Claim Form provided.

APM Botany Mill Security Plan Sickness & Accident Fund
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5. BENEFITS continued

5.4.6 Absence of Three (3) or more days

A member must be absent from work for three (3) clear working days as a result of the sickness or accident in respect of which he is making a claim before benefits become payable.

5.4.7 Notification of return to work

Members on sickness benefits must notify the Secretary in writing immediately on return to work.

5.4.8 Medical Examination

The Committee shall have the right to request that a member be examined by a Doctor chosen by the Committee in respect to the illness or injury for which a sickness benefit is sort. The fee for such an examination will be paid by THE FUND. Any members failing to attend such an examination shall be debarred from receiving benefits from THE FUND.

5.4.9 Medical Referee

In the event of there being a disagreement of opinion between the Doctor nominated by the Committee and members private Doctor, a medical referee whose appointment shall be agreed to by both parties shall be consulted, and his decision shall be binding on both parties. The fee for the referee shall be paid by THE FUND.

5.4.10 Expulsion - working and receiving benefits

Any member accepting employment of any kind without the permission of the Committee whilst receiving benefits from THE FUND shall be expelled and shall forfeit all claims against THE FUND.

5.4.11 Misconduct - To receive Benefits

Any member feigning sickness or reducing himself to sickness through his own misconduct shall not be entitled to any benefits from THE FUND. The decision of the Committee being final in such cases.

APM
Botany Mill Security Plan Sickness & Accident Fund

6. MANAGEMENT

6.1 Committee

The affairs of THE FUND shall be controlled by a Committee of Management which will be comprised of three (3) Management representatives being: The Chairman, The Treasurer, and The Secretary, who will be appointed by THE COMPANY, and six (6) representatives of THE FUND who shall be elected from the members of THE FUND.

A list of the current Committee can be found in *Appendix D*.

6.2 Elections

Elections, if required, will be by ballot and taken at the Annual General Meeting of THE FUND.

6.3 Eligibility for Election

All adult members of THE FUND shall be eligible for election to the Committee.

6.4 Nominations

Nominations shall be made in writing, signed by the proposer and the nominee, and shall be forwarded to the Secretary at least seven (7) days prior to the date of the election. If insufficient nominees have been received by the prescribed date, then further nominees may be taken from the floor at the Annual General Meeting.

6.5 Returning Officer

There shall be a Returning Officer appointed by the Committee, who shall supervise all arrangements for elections.

6.6 Terms of Office

Elected members of the Committee shall hold office for twelve (12) months or until the next Annual General Meeting.

6.7 Vacancies

In the event of there being a vacancy on the Committee at any time (of an elected representative), the remaining members of the Committee may appoint a successor until the next Annual General Meeting. In the event of a vacancy on the Committee of an appointed officer THE COMPANY shall appoint a replacement.

6.8 Meetings

The Committee shall meet at least once every two months.

Any member of the committee can request a committee meeting at any time and provided a quorum can be obtained a meeting will be held.

6.9 Quorum

A quorum (of the Committee) shall consist of five (5) members.

APM Botany Mill Security Plan Sickness & Accident Fund
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6.10 Notice of General Meeting

Notice of a General Meeting shall be attached to Payslips, as well as being put in the mail boxes in reception not less than eight (8) days before the proposed date of such meeting.

6.11 Quorum

A quorum (for the purpose of a General Meeting) shall consist of twelve financial members of THE FUND.

6.12 Simple Majority Decides

All questions at meetings shall be decided by a majority of the Members present, but in the case of equality of votes the Chairman shall have a second and casting vote.

6.13 Indemnity

Each officer and/or Committee member of THE FUND acting with due authority or under instructions on behalf of THE FUND shall stand in the position of agent for all purposes within the objects of THE FUND and shall be Indemnified by THE FUND, and all costs, losses and/or liabilities which any such officer or Committee member may suffer or incur by reason of any contract entered into or act or thing done by him in any such capacity jointly or severally, shall be paid by and from the resources of THE FUND.

6.14 Secretary's Duties

The Secretary shall attend meetings of THE FUND and keep books in a faithfully manner. The Secretary will attend to sickness and accident claims and make payments on behalf of THE FUND.

6.15 Treasurers Duties

The Treasurer shall receive all monies on account of THE FUND and deposit them in the bank account as the rules direct and prepare a balance sheet for the Annual General Meeting.

6.16 Chairman's Duties

The chairman will preside at all meetings of THE FUND and follow and apply the rules of THE FUND as set out.

6.17 Bank Account Operation

Bank Account operations shall be made by any two (2) of the Chairman, Secretary, Treasurer or Members Trustee signing conjointly.

APM
Botany Mill Security Plan Sickness & Accident Fund

7. MEETINGS

7.1 Committee

The Committee shall meet at least once every two months to deal with any matters arising from or since the last meeting.

Any member of the committee can request a committee meeting at any time and provided a quorum can be obtained a meeting will be held

7.2 Annual

THE FUND's financial year shall extend from July 1st until June 30th in the following year. The Annual General Meeting shall be held between July and September in each year for the purpose of considering the annual accounts and the Committee Report, to elect the Management Committee for the ensuing twelve (12) months, and conduct such business of which notice has been given in accordance with the rules.

7.3 Special General Meeting (Chairman calls)

The Chairman shall call a General Meeting of members at any time they consider necessary, and the place of the meeting shall be decided by the Chairman. Members must be given eight (8) days notice of such meeting and the purpose of the meeting explained. A quorum shall consist of twelve (12) or more financial members.

7.4 Special General Meeting (Members request)

Any twenty (20) financial members can at any time request the Chairman in writing to call a Special General Meeting, which shall be called within fourteen (14) days after the receipt of such a request. All members shall be entitled to attend General Meetings and shall be entitled to vote.

A quorum shall consist of twelve (12) or more financial members.

7.5 Alterations to Rules

The rules of THE FUND shall only be altered or added to at a General Meeting by a three fourths (3/4) majority of the members present and entitled to vote. Notice of such intention to alter any rule must be attached to Payslips, as well as being put in the mail boxes in reception, at least eight (8) days prior to the date of the meeting. Notwithstanding the foregoing no alteration or addition to any of the rules shall be valid unless THE COMPANY consents to such changes.

7.6 Alterations to Contributions or Benefits

Alterations to contributions by the members and alteration to benefits (as listed in *Appendix A*) may be authorised by a three fourths (3/4) majority of the members present at a General Meeting or by a three fourths (3/4) majority of the full Committee.

APM Botany Mill Security Plan Sickness & Accident Fund
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8. TRUSTEES

8.1 Number

The Trustees shall be three (3) in number

A list of the current Trustees can be found in *Appendix D*.

8.2 Who are they

- i) One Trustee shall be called the appointed Trustee, his appointment being made by the Company. He shall be the Chairperson of the Trustees, and shall hold office at the pleasure of THE COMPANY or until he resigns.
- ii) One Trustee shall be the "Members Trustee", who shall be elected by the Members of THE FUND at the Annual General Meeting
- iii) The third Trustee shall be the Secretary of THE FUND.

8.3 Replacing Trustees

Should the appointed Trustee, or the Secretary cease to hold office THE COMPANY will appoint another Trustee in their place. If the elected Trustee dies or vacates office before the expiration of their term of office, the remaining Trustees shall appoint a member to fill the vacancy until the next Annual General Meeting.

8.4 Meetings

The Trustees shall meet at least once every six (6) months. Two (2) Trustees may call a meeting by giving three (3) days notice in writing to the Secretary.

8.5 Investment of Funds

The Trustees may invest the monies of THE FUND or any part thereof in any of the following ways with the consent of the Committee, or by a four/fifths (4/5) majority of members present and entitled to vote in General Meetings.

- i) Bank guaranteed low risk fixed term deposits.
- ii) In the public funds.
- iii) In the purchase of land or in the erection or alteration of offices or other buildings thereon.
- iv) In shares (preference or ordinary) or debentures of Amcor Ltd or PaperlinX Ltd.
- v) In any other security expressly directed by the rules of THE FUND not being personal security.

8.6 Signatures

With respect to all matters concerning investments of THE FUND, the signature of the Secretary and one other Trustee shall be necessary.

8.7 Indemnity

Each of the Trustees of THE FUND, acting with due authority or under instruction on behalf of THE FUND shall stand in the position of agent for all purposes within the objects of THE FUND and shall be indemnified by THE FUND, and all costs, losses and or liabilities which any such Trustee may suffer or incur by reason of any contact entered into or act or thing done by him in any such capacity jointly or severally, shall be paid by and from the resources of THE FUND.

APPENDIX A**Table of Ancillary Benefits**

Note: Notwithstanding the limits set out below, Total ancillary benefits (excluding trauma relief) are subject to the \$1200 annual limit as prescribed in clause 5.1

1 <u>SICKNESS BENEFITS</u> Weekly Sickness Benefit (not Workers Compensation) see item 5.4.1 Weekly Sickness Benefit (Workers Compensation) see item 5.4.2	\$60 per week \$ 8 per week
2 <u>AMBULANCE SERVICE</u> Ambulance benefit, limited to five (5) services per annum	100% of charge
3 <u>DENTAL BENEFITS</u> Fillings, Restorations, Surgical Extractions, Peri/Endodontics Orthodontic Services, Prosthodontics, Bridge & Crown, Root Canal, Wisdom Teeth extractions (* 12 month qualifying period) Dentures. Full or partial replacement or repairs (* 12 month qualifying period) Other. Miscellaneous dental services not prescribed above	\$80 per Treatment \$1000 per annum* \$700 per annum * \$40 per service
4 <u>THERAPIES NOT PROVIDED BY A MD</u> Physiotherapy and Therapeutic Massage Counselling/Occupational Therapy Speech Therapy Psychological counselling Chiropractic Treatment Osteopathic Treatment Podiatry Acupuncture Naturopath Consultations Dietician	\$40 per service \$40 per service \$40 per service \$40 per service \$40 per service \$40 per service \$40 per service \$40 per service \$40 per service \$40 per service
5 <u>OPTICAL</u> Members are entitled to claim, after the 12 month qualifying period*, each 2 years, up to the amount shown (the amount includes any claims for dependants), Spectacles and/or Contact Lenses NOTE: Disposable Contact Lenses are included in this category, however a maximum of \$300 may be claimed per 2 years* for Disposable Contact Lenses, as part of the total \$800	\$800 per 2 years *
6 <u>MISCELLANEOUS</u> Hearing Aids, limited to one payment each two years (* 12 month qualifying period) Nebuliser / CPAP Home Nursing (when ordered by Doctor) Trauma Relief assistance, As Agreed on by the Committee Television Rental whilst in hospital Maternity Payment (Baby Payment) Corrective Shoes (from 1 st July)	\$803 per unit per ear * \$150 per annum \$30 per service, \$400 per annum \$800 per annum no limit \$600 per child* \$300
<u>ANNUAL LIMIT:</u> THERE IS AN ANNUAL OVERALL LIMIT OF \$1,200 THAT CAN BE REBATED TO ANY ONE MEMBER IN ANY ONE (1) FINANCIAL YEAR. FOR THIS PURPOSE TRAUMA RELIEF GRANTED BY THE COMMITTEE WILL BE CONSIDERED OUTSIDE THE LIMIT.	
<u>TIME LIMIT:</u> ALL EXPENSES MUST BE CLAIMED WITHIN 60 DAYS OF MAKING PAYMENT.	

APPENDIX B**Funeral Benefits**

A Funeral Benefit shall be payable from THE FUND to members or their dependants, or to that person who undertakes to answer for the funeral expenses of the deceased. Provided that wherever a husband and wife are both members then only one payment is made.

Full Member

On the death of a member or their dependant THE FUND will pay all funeral expenses for that member or their dependant up to an amount of \$5000.

Honorary Member

Upon the death of an Honorary Member a funeral benefit shall be payable from THE FUND to the person who undertakes to answer for the funeral expenses of the deceased. The amount of this benefit will be \$800.

Proof of Death

Proof of Death is required before any benefit is paid.

APPENDIX C

Rules relating to Point Clare Facilities

A. POINT CLARE BOOKINGS

1. Sick or convalescing members (but not Honorary Members) have absolute priority over any other members in the use of Point Clare, regardless of the rules as set out below. Sick or convalescing members do not pay the required fee.
2. Bookings can not be made more than three (3) months in advance, but should be made at least one month in advance. The bookings will be first in first served except as explained below.
3. Except as outlined in point 4, members are restricted to one (1) use of Point Clare facilities per year and may not always book in for the same time every year.
4. A member may use the Point Clare facilities more than once a year only if no other member who has not had a booking in the current year has made a booking for the same period. These second bookings can only be confirmed one month prior to the booking date. At this point these second bookings will take precedence over any late first bookings.
5. A member may use Point Clare at the same time each year only if no other member who has not previously had a booking for that time of the year has made a booking. As with second bookings (point 4) these bookings can only be confirmed one month prior to the booking date.
6. Honorary Members may only use the facilities once a year. They can only book one month in advance and may not book during NSW school vacation periods.
7. Fees payable for the use of Point Clare must be made within seven (7) days of the booking being placed. This fee will be refunded if the booking is cancelled no later than seven (7) days before the booking start date. However, if the booking is cancelled after this time, the fee will only be refunded at the discretion of the Sick & Accident Fund Committee. Your booking will not be guaranteed until this fee is paid. If a member has placed a second booking and this booking is subsequently rejected (as per points 4 & 5) this fee will be refunded.

APPENDIX C

Rules relating to Point Clare Facilities

B. TENANCY RULES - POINT CLARE

ALL TENANTS ARE REQUESTED TO OBSERVE THE FOLLOWING RULES. FAILURE TO DO SO MAY MEAN THAT YOU WILL BE REQUESTED TO APPEAR BEFORE THE COMMITTEE OF MANAGEMENT.

1. The premises must be LOCKED AND MADE SECURE when leaving. This includes locking ALL BUILDINGS when going off site for any reason whatsoever (eg shopping etc).
2. Flats must be left clean and tidy.
3. No visitor or person other than an immediate dependant of a member, i.e. family member who resides and is supported by the member, may stay overnight, except where prior permission has been granted by the Committee extra overnight visitor(s)*, may be allowed. This exception will be at the absolute discretion of the Committee. (*extra overnight visitors cannot exceed the bedding supplied in each of the Cottages, see item 5)
4. No camping gear, caravan or the like, including sleeping in vehicles on any part of the property is permitted. This requirement is by order of Gosford Shire Council. Failure of any member to observe this order may seriously affect the tenancy provisions approved by the Council.
5. The tenant is responsible for removal of all waste materials from inside the flats into the otto bins provided. This includes paper, bottles and cans.
6. The motor boat is not to be used until the member has spoken to the caretaker and received instruction in its use.
7. When all flats are in use, the use of the boat is to be co-ordinated day about by the tenants, in agreement with each other.
8. No vehicle is to be driven past the double gates unless authorised by the caretaker.
9. The caretaker has full authority in the absence of any committee member, to ask the tenant to conform with such rules, and failure to do so will result in the tenant being requested to vacate the premises without delay.
10. The caretaker has the right to make an inventory check of all equipment and the premises prior to and after the tenant vacates. Any items damaged, broken, missing, altered or changed, will be discussed with the tenant with the view to that person being held responsible.
11. Strictly NO ANIMALS OR PETS OF ANY KIND are allowed to be kept on the premises anywhere by any tenant or person who resides with that tenant.
12. The Committee has the power to take any necessary action that they see fit.

APPENDIX C**Rules relating to Point Clare Facilities****C. GENERAL****1. Members Complaints**

Members should submit in writing to the Secretary of THE FUND, within fourteen (14) days of returning from Point Clare any such matter about which they are concerned. The Committee will investigate all such complaints and report back.

2. Caretaker

The Caretaker - appointed by the Committee is the responsible person in charge at all times. He is empowered by the Committee to safeguard the premises and its facilities whilst it is being used or vacant.

3. Committee

Committee members involved in working bees or required to carry out any repair shall, if necessary, have preference over other members to occupy the premises to carry out such work.

4. Penalties

Any member of THE FUND who disregards or breaks any rule may be dealt with by the Committee. The Committee may require members in this instance to appear before the Committee.

5. About the Cottages

The House, referred to as Flat 3, sleeps 6. Comprising of 1 Queen bed and 4 single beds.

The Units:

Flat 2 on the Waterside of the property sleeps 6. Comprising of 4 single beds, and a double bed (futon bed in lounge room).

Flat 1 on the Roadside of the property sleeps 4. Comprising of 1 queen bed and a futon that converts to a double bed.

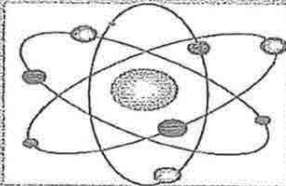
Kitchen equipment, is supplied. It is necessary to take pillows/bedding//towels and items of a personal nature.

APPENDIX D**Current Trustees and Members of the Committee****Trustees**

Chairperson of Trustees	Eric Bartschi
Members Trustee	Fiona Faust
Secretary/Trustee	Edwin Caldwell

Committee

Chairperson	Eric Bartschi
Treasurer	Peter Ryan
Secretary	Edwin Caldwell
Elected representatives	Fiona Faust Craig Walters Gerard O'Connell Craig Pickett Raelene Oliver Paul Curtis



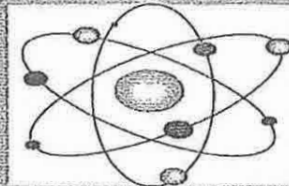
AFPA

BOTANY MILL SICKNESS & ACCIDENT FUND

PO Box 95 Matraville NSW 2036

Telephone: 02 9695 3555 Fax: 02 9666 3048

RULES



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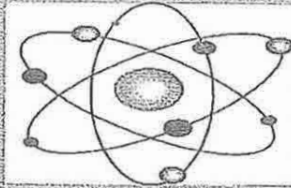
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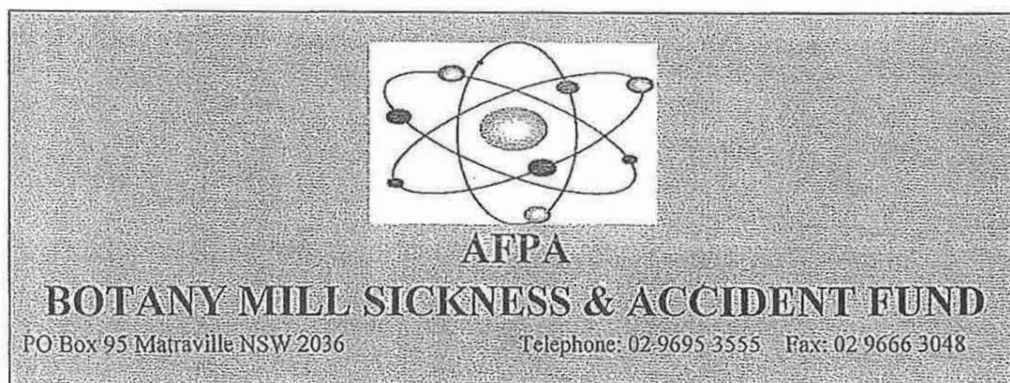
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1. NAME

The name of THE FUND shall be "AFPA Botany Mill Sickness and Accident Fund", hereafter referred to as "THE FUND". Any reference in the following to "THE COMPANY", will be taken to mean "Ampcor Ltd." trading as "Ampcor Fibre Packaging Australasia".

2. OBJECTIVE

The objective of THE FUND is to create and maintain sufficient financial resources, through Fortnightly or Monthly contributions of its members and THE COMPANY, and Investments, which will enable THE FUND to provide benefits as set out herein.

AFPA
Botany Mill Sickness & Accident Fund

3 MEMBERSHIP

3.1 Eligibility

All full time permanent Staff and Employees of THE COMPANY, employed either at the Botany Mill or for NSW Recycling Department, at Enfield and Newcastle, will be eligible for membership to THE FUND. The committee may at its discretion restrict membership to any prospective member who has a prior condition that would be an excessive drain on THE FUNDS resources.

3.2 Minimum service period

A member will need to have been in the employ of THE COMPANY for Twenty six (26) weeks and to have paid Twenty six (26) weeks contributions to THE FUND before they are able to claim any benefits from THE FUND, (except for sickness benefits as provided under paragraph 5.4.1 & 5.4.2) or high cost Ancillary benefits as prescribed in Appendix A

An employee who after six (6) months probationary employment with THE COMPANY is not offered a full time position shall have refunded to him, from THE FUND, any contributions he has made.

3.3 Definition of Dependants

Dependants will include

- i) Wife or Husband
- ii) Dependant children up to 18 years of age
- iii) Student child up to 25 years of age
- iv) Daughter housekeeper
- v) Common law spouse

The Committee may use its discretion in respect of unclear circumstances or in respect of wholly dependant persons not defined above.

3.4 Membership of THE FUND will cease

- i) On the member leaving the employ of THE COMPANY.
- ii) On the member being transferred from AFP Botany or NSW Recycling, Enfield and Newcastle
- iii) On the expulsion from THE FUND in accordance with the rules.

3.5 Unfinancial Members

A member shall be unfinancial if their contributions are over one month in arrears. Unfinancial members shall not be entitled to benefits under the scheme.

3.6 Power to Suspend or Expel

The Committee of Management shall have the power to suspend or expel members of the fund for breaches of any of the rules of THE FUND. A member liable for suspension or expulsion shall be called upon to appear before the committee to show cause why they should not be suspended or expelled from THE FUND.

3.7 Honorary Membership

Honorary Membership of THE FUND may be granted by the Committee under the following conditions,

- i) Upon the member retiring
- ii) Upon the member retiring due to health reasons which would qualify them for an Invalid Pension.
- iii) Upon the member, reaching 55 years of age or more, is made redundant or retires, and who pays to the Mortality account of THE FUND an amount equivalent to what they would have contributed had they remained employed with THE COMPANY until their 65th birthday.

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Botany Mill Sickness & Accident Fund

4. CONTRIBUTIONS

The following weekly amounts shall be paid by each member.

Benefit Account	18c
Mortality Account	9c
Funeral Account	<u>8c</u>

Total 35c

Employee contributions will be deducted from wages, fortnightly, (salaried staff monthly).
Any member in receipt of payment from THE FUND shall continue to contribute to THE FUND.

5. BENEFITS

5.1 Ancillary Benefits

Members and their dependants (as defined) are eligible for Ancillary Benefits as prescribed in *Appendix A*. Where certain benefits as prescribed in *Appendix A*, have a Yearly limit, that year will be defined as from July 1st until June 30th.

The Committee will consider written request from members for benefits not expressly referred to in *Appendix A*, where those benefits relate to the health or welfare of the member or his dependants. The Committee's decision in such matters is final.

5.2 Funeral Benefits

Members and their dependants and Honorary Members are eligible for Funeral Benefits as prescribed in *Appendix B*.

5.3 Use of Point Clare facilities.

Members and Honorary members will have access to THE FUNDS facilities at Point Clare NSW. The rules relating to the use of these facilities are set out in *Appendix C*.

AFPA Botany Mill Sickness & Accident Fund
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5.4 Sickness Benefit

5.4.1 Weekly Benefit (not Workers Compensation).

A weekly benefit will be paid to a Member absent from work as a result of sickness or accident, and who is not in receipt of sick pay, Workers Compensation payments or any other payment except Government sickness benefits. The rate of this payment is prescribed in *Appendix A*.

5.4.2 Weekly Benefit (~~Workers Compensation~~).

A weekly benefit will be paid to any member who is absent as a result of an injury received whilst in the employ of THE COMPANY and who is receiving Workers Compensation payments for such injury, but no other payments. The rate of this payment is prescribed in *Appendix A*.

5.4.3 Third Party Insurance Claims.

Any member who subsequently receives a settlement via a Workers Compensation claim, or a Third Party Insurance claim etc, which has a component for lost wages which coincides with the period for which they have been paid Sickness Benefits, shall reimburse THE FUND for said payments.

5.4.4 Period of Benefits

- i) Full benefits will be paid for a period of up to thirty nine (39) weeks. The Committee shall have the power to continue to pay benefits at two thirds (2/3) the prescribed rate for a further thirteen (13) weeks.
- ii) A member who, having been on Sickness Benefits and returned to work, within three (3) months of such return to work again qualifies for Sickness Benefits, shall have all periods of absence treated as a continuous absence in respect of Paragraph 5.4.4 i.

5.4.5 Claims and/or Doctors Certificates

- i) Claims must be made in writing to the Secretary of THE FUND and signed by the claimant. Each claim made upon THE FUND must be accompanied by a Doctors Certificate stating the nature of the illness or injury. On expiration of the original certificate continuation Certificates must be supplied.
- ii) Any claim related to the recurrence of any illness or injury in respect of which benefits have previously been paid shall require a new letter to be written to the Secretary of THE FUND and be accompanied by the relevant Doctors Certificate.
- iii) A Member being admitted to hospital shall be paid benefit from the day of admission to the day of discharge, provided a written claim as per paragraph 5.4.5 i. Above.
- iv) A Doctors Certificate need not be supplied to THE FUND in respect of Workers Compensation absences. Claims however should be lodged with the Secretary as soon as possible.

AFPA
Botany Mill Sickness & Accident Fund

(5. BENEFITS continued)

5.4.6 Absence of Three (3) or more days.

A member must be absent from work for three (3) clear working days as a result of the sickness or accident in respect of which he is making a claim before benefits become payable.

5.4.7 Notification of return to work.

Members on sickness benefits must notify the Secretary in writing immediately on return to work.

5.4.8 Medical Examination

The Committee shall have the right to request that a member be examined by a Doctor chosen by the Committee in respect to the illness or injury for which a sickness benefit is sort. The fee for such an examination will be paid by THE FUND. Any members failing to attend such an examination shall be debarred from receiving benefits from THE FUND.

5.4.9 Medical Referee.

In the event of there being a disagreement of opinion between the Doctor nominated by the Committee and members private Doctor, a medical referee whose appointment shall be agreed to by both parties shall be consulted, and his decision shall be binding on both parties. The fee for the referee shall be paid by THE FUND.

5.4.10 Expulsion - working and receiving benefits.

Any member accepting employment of any kind without the permission of the Committee whilst receiving benefits from THE FUND shall be expelled and shall forfeit all claims against THE FUND.

5.4.11 Misconduct - To receive Benefits.

Any member feigning sickness or reducing himself to sickness through his own misconduct shall not be entitled to any benefits from THE FUND. The decision of the Committee being final in such cases.

AFPA Botany Mill Sickness & Accident Fund
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6. MANAGEMENT

6.1 Committee

The affairs of THE FUND shall be controlled by a Committee of Management which will be comprised of three (3) Management representatives being: The Chairman, The Treasurer, and The Secretary, who will be appointed by THE COMPANY, and six (6) representatives of THE FUND who shall be elected from the members of THE FUND.

A list of the current Committee can be found in *Appendix D*.

6.2 Elections

Elections, if required, will be by ballot and taken at the Annual General Meeting of THE FUND.

6.3 Eligibility for Election

All adult members of THE FUND shall be eligible for election to the Committee.

6.4 Nominations

Nominations shall be made in writing, signed by the proposer and the nominee, and shall be forwarded to the Secretary at least seven (7) days prior to the date of the election. If insufficient nominees have been received by the prescribed date, then further nominees may be taken from the floor at the Annual General Meeting.

6.5 Returning Officer

There shall be a Returning Officer appointed by the Committee, who shall supervise all arrangements for elections.

6.6 Terms of Office

Elected members of the Committee shall hold office for twelve (12) months or until the next Annual General Meeting.

6.7 Vacancies

In the event of there being a vacancy on the Committee at any time (of an elected representative), the remaining members of the Committee may appoint a successor until the next Annual General Meeting. In the event of a vacancy on the Committee of an appointed officer THE COMPANY shall appoint a replacement.

6.8 Meetings

The Committee shall meet at least once a month.

6.9 Quorum

A quorum (of the Committee) shall consist of five (5) members.

AFPA
Botany Mill Sickness & Accident Fund

6.10 Notice of General Meeting

Notice of a General Meeting shall be attached to Payslips, as well as being put in the mail boxes in reception not less than eight (8) days before the proposed date of such meeting.

6.11 Quorum

A quorum (for the purpose of a General Meeting) shall consist of twelve financial members of THE FUND.

6.12 Simple Majority Decides

All questions at meetings shall be decided by a majority of the Members present, but in the case of equality of votes the Chairman shall have a second and casting vote.

6.13 Indemnity

Each officer and/or Committee member of THE FUND acting with due authority or under instructions on behalf of THE FUND shall stand in the position of agent for all purposes within the objects of THE FUND and shall be Indemnified by THE FUND, and all costs, losses and/or liabilities which any such officer or Committee member may suffer or incur by reason of any contract entered into or act or thing done by him in any such capacity jointly or severally, shall be paid by and from the resources of THE FUND.

6.14 Secretary's Duties

The Secretary shall attend meetings of THE FUND and keep books in a faithful manner. The Secretary will attend to sickness and accident claims and make payments on behalf of THE FUND.

6.15 Treasurers Duties

The Treasurer shall receive all monies on account of THE FUND and deposit them in the bank account as the rules direct and prepare a balance sheet for the Annual General Meeting.

6.16 Bank Account Operation

Bank Account operations shall be made by any two (2) of the Chairman, Secretary and Treasurer signing conjointly.

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Botany Mill Sickness & Accident Fund

7. MEETINGS

7.1 Committee

The Committee shall meet at least once a month to deal with any matters arising from or since the last meeting.

7.2 Annual

THE FUND's financial year shall extend from July 1st until June 30th in the following year. The Annual General Meeting shall be held between July and September in each year for the purpose of considering the annual accounts and the Committee Report, to elect the Management Committee for the ensuing twelve (12) months, and conduct such business of which notice has been given in accordance with the rules.

7.3 Special General Meeting (Chairman calls)

The Chairman shall call a General Meeting of members at any time they consider necessary, and the place of the meeting shall be decided by the Chairman. Members must be given eight (8) days notice of such meeting and the purpose of the meeting explained. A quorum shall consist of twelve (12) or more financial members.

7.4 Special General Meeting (Members request)

Any twenty (20) financial members can at any time request the Chairman in writing to call a Special General Meeting, which shall be called within fourteen (14) days after the receipt of such a request. All members shall be entitled to attend General Meetings and shall be entitled to vote.

7.5 Alterations to Rules

The rules of THE FUND shall only be altered or added to at a General Meeting by a three fourths (3/4) majority of the members present and entitled to vote. Notice of such intention to alter any rule must be attached to Payslips, as well as being put in the mail boxes in reception, at least eight (8) days prior to the date of the meeting. Notwithstanding the foregoing no alteration or addition to any of the rules shall be valid unless THE COMPANY consents to such changes.

7.6 Alterations to Contributions or Benefits

Alterations to contributions by the members and alteration to benefits (as listed in *Appendix A*) may be authorised by a three fourths (3/4) majority of the members present at a General Meeting or by a three fourths (3/4) majority of the full Committee.

AFPA
Botany Mill Sickness & Accident Fund

8. TRUSTEES

8.1 Number

The Trustees shall be three (3) in number

A list of the current Trustees can be found in *Appendix D*.

8.2 Who are they

- i) One Trustee shall be called the appointed Trustee, his appointment being made by the Company. He shall be the Chairperson of the Trustees, and shall hold office at the pleasure of THE COMPANY or until he resigns.
- ii) One Trustee shall be the "Members Trustee", who shall be elected by the Members of THE FUND at the Annual General Meeting
- iii) The third Trustee shall be the Secretary of THE FUND.

8.3 Replacing Trustees

Should the appointed Trustee, or the Secretary cease to hold office THE COMPANY will appoint another Trustee in their place. If the elected Trustee dies or vacates office before the expiration of their term of office, the remaining Trustees shall appoint a member to fill the vacancy until the next Annual General Meeting.

8.4 Meetings

The Trustees shall meet at least once every six (6) months. Two (2) Trustees may call a meeting by giving three (3) days notice in writing to the Secretary.

8.5 Investment of Funds

The Trustees may invest the monies of THE FUND or any part thereof in any of the following ways with the consent of the Committee, or by a four/fifths (4/5) majority of members present and entitled to vote in General Meetings:

- i) Bank guaranteed low risk fixed term deposits;
- ii) In the public funds;
- iii) In the purchase of land or in the erection or alteration of offices or other buildings thereon;
- iv) In shares (preference or ordinary) or debentures of Amcor Ltd;
- v) In any other security expressly directed by the rules of THE FUND not being personal security

8.6 Signatures

With respect to all matters concerning the monies of THE FUND, the signature of the Secretary and one other Trustee shall be necessary.

8.7 Indemnity

Each of the Trustees of THE FUND, acting with due authority or under instruction on behalf of THE FUND shall stand in the position of agent for all purposes within the objects of THE FUND and shall be indemnified by THE FUND, and all costs, losses and or liabilities which any such Trustee may suffer or incur by reason of any contract entered into or act or thing done by him in any such capacity jointly or severally, shall be paid by and from the resources of THE FUND.

APPENDIX A

Table of Ancillary Benefits

<u>1 SICKNESS BENEFITS</u> Weekly Sickness Benefit (not Workers Compensation) <u>see item 5.4.1</u> Weekly Sickness Benefit (Workers Compensation) <u>see item 5.4.2</u>	\$60 per week \$ 8 per week
<u>2 AMBULANCE SERVICE</u> Ambulance benefit, limited to five (5) services per annum	100% of charge
<u>3 DENTAL BENEFITS</u> Fillings, Restorations, Surgical Extractions, Peri/Endodontics Orthodontic Services, Prosthodontics, Bridge & Crown, Root Canal, Wisdom Teeth extractions (* 12 month qualifying period) Dentures. Full or partial replacement or repairs (* 12 month qualifying period) Other. Miscellaneous dental services not prescribed above	\$80 per Treatment \$1000 per annum* \$700 per annum * \$40 per service
<u>4 THERAPIES NOT PROVIDED BY A MD</u> Physiotherapy and Therapeutic Massage Occupational Therapy Speech Therapy Psychological counselling Chiropractic Treatment Osteopathic Treatment Podiatry Acupuncture	\$40 per service \$40 per service \$40 per service \$40 per service \$40 per service \$40 per service \$40 per service \$40 per service
<u>5 OPTICAL</u> Members are entitled to claim, after the 12 month qualifying period, each 2 years, up to the amount shown (the amount includes any claims for dependants), Spectacles and/or Contact Lenses Disposable Contact Lenses	 \$800 per 2 years* \$300 per 2 years*
<u>6 MISCELLANEOUS</u> Hearing Aids, limited to one payment each two years (* 12 month qualifying period) Nebuliser / CPAP Home Nursing (when ordered by Doctor) Trauma Relief assistance, As Agreed on by the Committee Television Rental whilst in hospital	\$803 per unit per ear * \$150 per annum \$30 per service, \$400 per annum \$800 per annum no limit

Note: For items not listed/covered here, members can write to the Committee, explaining the nature of such items, and be given consideration for benefits. The decision of the Committee will be final.

APPENDIX B

Funeral Benefits

A Funeral Benefit shall be payable from THE FUND to members or their dependants, or to that person who undertakes to answer for the funeral expenses of the deceased. Provided that wherever a husband and wife are both members then only one payment is made.

Full Member

On the death of a member or their dependant THE FUND will pay all funeral expenses for that member or their dependant up to an amount of \$5000.
This amount replaces the prior Funeral Benefit payment (of \$1200) and the Mortality Benefit (of \$800).

Honorary Member

Upon the death of an Honorary Member a funeral benefit shall be payable from THE FUND to the person who undertakes to answer for the funeral expenses of the deceased.
The amount of this benefit will be \$800.

Proof of Death

Proof of Death is required before any benefit is paid.

APPENDIX C

Rules relating to Point Clare Facilities

A. POINT CLARE BOOKINGS.

1. Sick or convalescing members (but not Honorary Members) have absolute priority over any other members in the use of Point Clare, regardless of the rules as set out below. Sick or convalescing members do not pay the required fee.
2. Bookings can not be made more than three (3) months in advance, but should be made at least one month in advance. The bookings will be first in first served except as explained below.
3. Except as outlined in point 4 & 5, members are restricted to one (1) use of Point Clare facilities per year and may not always book in for the same time every year.
4. A member may use the Point Clare facilities more than once a year only if no other member who has not had a booking in the current year has made a booking for the same period. These second bookings can only be confirmed one month prior to the booking date. At this point these second bookings will take precedence over any late first bookings.
5. A member may use Point Clare at the same time each year only if no other member who has not previously had a booking for that time of the year has made a booking. As with second bookings (point 4) these bookings can only be confirmed one month prior to the booking date.
6. Honorary Members may only use the facilities once a year. They can only book one month in advance and may not book during NSW school vacation periods.
7. Fees payable for the use of Point Clare must be made within seven (7) days of the booking being placed. This fee will be refunded if the booking is cancelled no later than seven (7) days before the booking start date. However, if the booking is cancelled after this time, the fee will only be refunded at the discretion of the Sick & Accident Fund Committee. Your booking will not be guaranteed until this fee is paid. If a member has placed a second booking and this booking is subsequently rejects (as per points 4 & 5) this fee will be refunded.

APPENDIX C

Rules relating to Point Clare Facilities

B. TENANCY RULES - POINT CLARE

ALL TENANTS ARE REQUESTED TO OBSERVE THE FOLLOWING RULES.
FAILURE TO DO SO MAY MEAN THAT YOU WILL BE REQUESTED TO APPEAR
BEFORE THE COMMITTEE OF MANAGEMENT.

1. Flat must be left clean and tidy.
2. No visitor or person other than an immediate dependant of a member, i.e. family member who resides and is supported by the member, may stay overnight, except where prior written permission has been granted by the Committee, extra overnight visitor(s)* may be allowed. This exception will be at the absolute discretion of the Committee. (*extra overnight visitors cannot exceed the bedding supplied in each of the Cottages see item C 5)
3. No camping gear, caravan or the like, including sleeping in vehicles on any part of the property is permitted. This requirement is by order of Gosford Shire Council. Failure of any member to observe this order may seriously affect the tenancy provisions approved by the Council.
4. The tenant is responsible for removal of all waste materials from inside the flats into the otto bins provided. This includes paper, bottles and cans.
5. The motor boat is not to be used until the member has spoken to the caretaker and received instruction in its use.
6. When all flats are in use, the use of the boat is to be co-ordinated day about by the tenants, in agreement with each other.
7. No vehicle is to be driven past the double gates unless authorised by the caretaker.
8. The caretaker has full authority in the absence of any committee member, to ask the tenant to conform with such rules, and failure to do so will result in the tenant being requested to vacate the premises without delay.
9. The caretaker has the right to make an inventory check of all equipment and the premises prior to and after the tenant vacates. Any items damaged, broken, missing, altered or changed, will be discussed with the tenant with the view to that person being held responsible.
10. Strictly NO ANIMALS OR PETS OF ANY KIND are allowed to be kept on the premises anywhere by any tenant or person who resides with that tenant.

APPENDIX C

Rules relating to Point Clare Facilities

C. GENERAL

1. Members Complaints

Members should submit in writing to the Secretary of THE FUND, within fourteen (14) days of returning from Point Clare any such matter about which they are concerned. The Committee will investigate all such complaints and report back.

2. Caretaker

The Caretaker - appointed by the Committee is the responsible person in charge at all times. He is empowered by the Committee to safeguard the premises and its facilities whilst it is being used or vacant.

3. Committee

Committee members involved in working bees or required to carry out any repair shall, if necessary, have preference over other members to occupy the premises to carry out such work. Committee members carrying out work do not pay the fee required.

4. Penalties

Any member of THE FUND who disregards or breaks any rule may be dealt with by the Committee. The Committee may require members in this instance to appear before the Committee.

5. About the Cottages

The House, referred to as Flat 3, sleeps 6. Comprising of 4 single beds and 1 double bed (sofa bed in lounge room).

The Units:

Flat 2 on the Waterside of the property sleeps 5. Comprising of 3 single beds, and a double bed (sofa in lounge room).

Flat 1 on the Roadside of the property sleeps 5. Comprising of 4 single beds and a lounge that converts to a single bed.

Kitchen equipment, blankets, pillows are supplied. It is only necessary to take sheets/towels and items of a personal nature.

APPENDIX D

Current Trustees and Members of the Committee

Trustees

Chairperson of Trustees	Eric Bartschi
Members Trustee	Mark Skennerton
Secretary/Trustee	Edwin Caldwell

Committee

Chairperson	Eric Bartschi
Treasurer	Peter Ryan
Secretary	Edwin Caldwell
Elected representatives	Michelle Curtis Fiona Faust Philip Illidge Edward Pram Mark Skennerton Leslie Smith

First and Second Plaintiffs' Aide Mémoire of Rules Changes Rules
for hearing on 22 June 2021

1979 Rules	1982 Rules	August 2000 Rules	December 2001 Rules	July 2005 Rules
1. The name of the scheme shall be "A.P.M. Security Plan Sickness and Accident Fund New South Wales".	1. The name of the scheme <u>Scheme</u> shall be "A.P.M. Security Plan Sickness and Accident Fund New South Wales".	1. <u>NAME</u> The name of the Scheme <u>THE FUND</u> shall be " A.P.M. Security Plan <u>AFPA Botany Mill</u> Sickness and Accident Fund New South Wales ", hereafter referred to as " <u>THE FUND</u> ". Any reference in the following to " <u>THE COMPANY</u> ", will be taken to mean " <u>Amcor Ltd.</u> " trading as " <u>Amcor Fibre Packaging Australasia</u> ".	1. <u>NAME</u> The name of THE FUND shall be "AFPA Botany Mill Sickness and Accident Fund", hereafter referred to as "THE FUND". Any reference in the following to "THE COMPANY", will be taken to mean "Amcor Ltd." trading as "Amcor Fibre Packaging Australasia".	1. <u>NAME</u> The name of THE FUND shall be " AFPA <u>APM</u> Botany Mill, <u>Security Plan</u> , Sickness and <u>&</u> Accident Fund"; hereafter referred to as "THE FUND". Any reference to "THE COMPANY", will be taken to mean "Amcor Ltd." trading as "Amcor Fibre Packaging Australasia".
2. OBJECTIVES The objective of the Scheme is to create and maintain a fund by weekly contributions of its members and of Australian Paper Manufacturers Ltd, which will enable the fund to Provide Benefits to its members as set out herein	2. OBJECTIVES The objective of the Scheme is to create and maintain a fund by weekly contributions of its members and of Australian Paper Manufacturers Ltd, which will enable the fund to Provide Benefits to its members as set out herein	2. OBJECTIVESOBJECTIVE The objective of the Scheme <u>THE FUND</u> is to create and maintain a fund by weekly <u>sufficient financial resources, through Fortnightly or Monthly</u> contributions of its members and of Australian Paper Manufacturers Ltd <u>THE COMPANY</u> , and Investments, which will enable the fund to Provide Benefits to its members <u>THE FUND to provide benefits</u> as set out herein.	2. OBJECTIVE The objective of THE FUND is to create and maintain sufficient financial resources, through Fortnightly or Monthly contributions of its members and THE COMPANY, and Investments, which will enable THE FUND to provide benefits as set out herein.	2. OBJECTIVE The objective of THE FUND is to create and maintain sufficient financial resources, through Fortnightly or Monthly contributions of its members and THE COMPANY, and Investments, which will enable THE FUND to provide benefits as set out herein.

3. MEMBERSHIP

(a) Who:

All employees (except temporary employees) of Australian Paper Manufacturers Limited in New South Wales shall become members of the Fund, provided that within six weeks of entering the service of the Company they shall be medically examined by the Company's Medical Officer. The Committee shall then determine as to their eligibility to remain members of the Fund, and in cases of rejection they shall be refunded any monies they have contributed to the Fund.

The Committee may, at its discretion, accept as Restricted Members, employees suffering from conditions specified by the Company Medical Officer, which would otherwise debar them from membership; such Members to be excluded from benefits for any absence due to or arising from such specified conditions, but to be entitled to benefits for other conditions. After Restricted Membership for a minimum period of three (3) years, the Committee may grant full membership. Salaried staff members of the Fund may be full members with the exception that no salaried staff member may receive

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3. MEMBERSHIP

3.1 Eligibility

All full time permanent Staff and Employees of THE COMPANY, employed either at the Botany Mill or for NSW Recycling department, at Enfield and Newcastle, will be eligible for membership to THE FUND. The committee may at its discretion restrict membership to any prospective member who has a prior condition that would be an excessive drain on THE FUNDS resources.

3.2 Minimum service period

A member will need to have been in the employ of THE COMPANY for Twenty six (26) weeks and to have paid Twenty six (26) weeks contributions to THE FUND before they are able to claim any benefits from THE FUND, (except for sickness benefits as provided under paragraph 5.4.1 & 5.4.2) or high cost Ancillary benefits as prescribed in Appendix 1). An employee who after six (6) months probationary employment with THE COMPANY is not offered a full time position shall have refunded to him, from THE FUND, any contributions he has made, except if he has claimed Sickness Benefits as provided under 5.4.1. & 5.4.2. However an

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sickness benefits from the Fund on top of or in lieu of weekly or monthly wages.

Demcon

Employees of Demcon may be admitted as full members of the Fund provided that levies in arrears are paid so as to maintain continuity of membership from 6/10/78.

sickness benefits from the Fund on top of or in lieu of weekly or monthly wages.

~~Demecon~~

~~Employees of Demecon may be admitted as full members of the Fund provided that levies in arrears are paid so as to maintain continuity of membership from 6/10/78.~~

employee who is offered a full time position after the six (6) months probationary employment, will have to be employed for a further twenty six (26) weeks to qualify for the high cost Ancillary benefits as prescribed in (Appendix A)

3.3 Definition of Dependants

Dependants will include

i) Wife or Husband

ii) Common law spouse

iii) Dependant children up to 18 years of age iv) Student child up to 25 years of age

v) Daughter housekeeper The Committee may use its discretion in respect of unclear circumstances or in respect of wholly dependant persons not defined above.

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~~in cases of rejection they shall be refunded any monies they have contributed to the Fund.~~

~~The Committee may, at its discretion, accept as Restricted Members, employees suffering from conditions specified by the Company Medical Officer, which would otherwise debar them from membership; such Members to be excluded from benefits for any absence due to or arising from such specified conditions, but to be entitled to benefits for other conditions. After Restricted Membership for a minimum period of three (3) years, the Committee may grant full membership.~~

~~Salaried staff may be full members with the exception that no salaried staff member may receive sickness benefits from the Fund on top of or in lieu of weekly or monthly wages.~~

~~**(b) Exceptions:** Employee who are 60 years of age in the case of men and 55 years of age in the case of women when they enter the service of the Company shall not be qualified to be members of the Scheme.~~

~~**(c) Salaried Staff Members:** Members of the salaried staff who are members of the "A.P.M. Sick and Accident Fund" at the time of the introduction of this Scheme and members of this Scheme who~~

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Employee who are 60 years of age in the case of men and 55 years of age in the case of women when they enter the service of the Company shall not be qualified to be members of the Scheme.

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Members of the salaried staff who are members of the "A.P.M. Sick and Accident Fund" at the time of the introduction of this Scheme and

members of this Scheme who after their acceptance as members are transferred to the salaried staff will be permitted to remain members of the Scheme.

(d) Proof of Age:

The Committee may require the production of a birth certificate in respect of any member of the Fund.

(e) Membership Ceases:

Membership of the Fund will cease —

- (i) on the member leaving the employ of Australian Paper Manufacturers Limited.
- (ii) on expulsion from the Fund in accordance with the Rules.

members of this Scheme who after their acceptance as members are transferred to the salaried staff will be permitted to remain members of the Scheme.

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~~3.4 Membership of the Fund~~ THE FUND will cease —

~~(i)~~

~~i) on~~ On the member leaving the employ of ~~Australian~~ THE COMPANY.

ii) On the member being transferred from AFP Botany or NSW Recycling, Enfield and Newcastle.

~~Paper Manufacturers Limited.~~

~~(if) on~~ iii) On the expulsion from ~~the Fund~~ THE FUND in accordance with the ~~Rules~~ rules.

3.4 Membership of THE FUND will cease

- i) On the member leaving the employ of THE COMPANY.
- ii) On the member being transferred from ~~AFP~~ AFPA Botany or NSW Recycling, ~~Enfield and Newcastle.~~
- iii) On the expulsion from THE FUND in accordance with the rules.

3.4 Membership of THE FUND will cease

- i) On the member leaving the employ of THE COMPANY.
- ii) On the member being transferred from AFPA Botany or NSW Recycling,
- iii) On the expulsion from THE FUND in accordance with the rules.

(f) Unfinancial Members:

A member shall be unfinancial if his contributions are two weeks in arrears and unfinancial members shall not be entitled to benefits under the Scheme.

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~~(f) 3.5 Unfinancial Members:~~

A member shall be unfinancial if ~~his~~their contributions are ~~two weeks over one month~~ in arrears ~~and unfinancial~~. Unfinancial members shall not be entitled to benefits under the ~~Scheme~~scheme.

3.6 Power to Suspend or Expel

The Committee of Management shall have the power to suspend or expel members of the fund for breaches of any of the rules of THE FUND. A member liable for suspension or expulsion shall be called upon to appear before the committee to show cause why they should not be suspended or expelled from THE FUND.

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4. CONTRIBUTIONS

The following weekly amounts shall be paid by each Member —

All members will contribute the same amount per week, irrespective of age or sex, such amount to be,
Benefit Account 18c Mortality Account 9c
Funeral Account 8c
Total 35c

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~~All members will contribute the same amount per week, irrespective of age or sex, such amount to be,~~
Benefit Account 18c
Mortality Account 9c
Funeral Account 8c
Total 35c
Employee contributions will be deducted from wages, fortnightly, (salaried staff, monthly). Any member in receipt of payment

4. CONTRIBUTIONS

~~The following weekly amounts shall be paid by each Member —~~

~~Benefit Account 18c
Mortality Account 9c
Funeral Account 8c
Total 35c~~ Each member shall contribute an amount equivalent to \$2.00 per week. Employee contributions will be deducted from wages, fortnightly, (salaried staff monthly). Any member in receipt of payment from THE FUND shall continue to contribute to THE FUND.

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Deductions:

Employee contributions will be deducted from pay. weekly; staff, monthly. Any member in receipt of payments from the Fund shall continue to pay contributions to the Fund and such contributions shall be deducted from the payments made.

Deductions:

Employee contributions will be deducted from pay^{7.2} weekly; staff, monthly. Any member in receipt of payments from the Fund shall continue to pay contributions to the Fund and such contributions shall be deducted from the payments made.

5. BENEFITS

5.1 Ancillary Benefits

Members and their dependants (as defined) are eligible for Ancillary Benefits as prescribed in Appendix A. Where certain benefits as prescribed in Appendix A, have a Yearly limit, that year will be defined as from July 1st until June 30th. Yearly limit total covers a member and all his dependants. The Committee will consider written request from members for benefits not expressly referred to in Appendix A, where those benefits relate to the health or welfare of the member or his dependants. The Committee's decision in such matters is final. The Committee may review the limits, as defined, in (Appendix A).

5. BENEFITS

5.1 Ancillary Benefits

Members and their ~~dependants~~dependents (as defined) are eligible for Ancillary Benefits as prescribed in Appendix A. Where certain benefits as prescribed in Appendix A, have a Yearly limit, that year will be defined as from 1st July ~~1st~~ until June 30th June. Yearly limit total covers a member and all his dependants.

The Committee will consider written request from members for benefits not expressly referred to in Appendix A, where those benefits relate to the health or welfare of the member or his dependants. The Committee's decision in such matters is final. The Committee may review the limits, as defined, in (Appendix A).

5.1.1 Annual Limit for Ancillary Benefits

That an annual limit of \$1,200 per member per year be imposed on the amount of monies that a member is reimbursed for sickness & accident claims. This will be reviewed on an annual basis. A limit of \$600 is to be applied for the six months from 1st January to the 30th June 2002.

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There is no such limit for the six months ended 31st December 2001. If the imposition of the limit causes undue hardship to a member, they can apply in writing to the Secretary of the Committee for possible Trauma Relief Assistance. Any such case will be assessed by review of the Committee. In all other respects the Ancillary Benefits Table is unchanged with respect to available benefits and section claim limits.

5.1.2 Claims for Ancillary Benefits

Claims must be made on the claim form provided to the Secretary of the Fund and signed by the claimant. All claims must be accompanied by original itemised receipts, or for members, in Private Health Funds claiming the difference between what the Private Health Fund refund and the original charge, the tabled receipt from the Private Health Fund is acceptable.

5.1.3 Time Limit

A time limit for claim of reimbursement is to be applied. For an expense to be

June 2002. There is no such limit for the six months ended 31st December 2001. If the imposition of the limit causes undue hardship to a member, they can apply in writing to the Secretary of the Committee for possible Trauma Relief Assistance. Any such case will be assessed by review of the Committee. In all other respects the Ancillary Benefits Table is unchanged with respect to available benefits and section claim limits.

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5.3 Use of Point Clare facilities

Members and Honorary members will have access to THE FUNDS facilities at Point Clare NSW The rules relating to the use of these facilities are set out in *Appendix C*.

reimbursed, a claim must be submitted within 60 days, from date of making payment.

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Members and Honorary members will have access to THE FUNDS facilities at Point Clare NSW The rules relating to the use of these facilities are set out in *Appendix C*.

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5.3 Use of Point Clare facilities

Members and Honorary members will have access to THE FUNDS facilities at Point Clare NSW The rules relating to the use of these facilities are set out in *Appendix C*.

5. BENEFITS

(a) Sickness or Accident (Not Workers' Compensation):

The following benefits shall be paid to Members absent as a result of sickness or accident not covered by Workers' Compensation or Award Sick Pay, and not in receipt of salary or wages from the Company. Member with dependant wife \$65 for 1st week absent Member without dependant \$50 for 1st week absent Member in all cases reverting to \$40 per week thereafter

(b) Workers' Compensation Absences:

Members absent as a result of an injury received whilst in the employ of the Company, and who are receiving payment under Workers' Compensation for such injury, but no other payment is received from the Company, shall receive a benefit of \$8.00 per week.

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The following benefits shall be paid to Members absent as a result of sickness or accident not covered by Workers' Compensation or Award Sick Pay, and not in receipt of salary or wages from the Company. Member with dependant wife \$65 for 1st week absent Member without dependant \$50 for 1st week absent Member in all cases reverting to \$40 per week thereafter plus a \$40 Food Voucher payable on the 3rd week and each 2 weeks thereafter.

(b) Workers' Compensation Absences:

Members absent as a result of an injury received whilst in the employ of the Company, and who are receiving payment under Workers' Compensation for such injury, but no other payment is received from the Company, shall receive a benefit of \$8.00 per week.

~~5. BENEFITS~~

~~(a) 5.4 Sickness or Accident (Not Benefit)~~

~~5.4.1 Weekly Benefit (not Workers Compensation)~~
~~The following benefits shall be paid to a Member absent from work as a result of sickness or accident not covered by Workers' Compensation or Award Sick Pay, and who is not in receipt of salary or wages from the Company. Member with dependant wife \$65 for 1st week absent Member without dependant \$50 for 1st week absent Member sick pay, Workers Compensation payments or any other payment except Government sickness benefits. The rate of this payment is prescribed in all cases reverting to \$40 per week thereafter plus a \$40 Food Voucher payable on the 3rd week and each 2 weeks thereafter.~~
~~Appendix A.~~

~~5.4.2 Weekly Benefit (b) Workers' Compensation Absences: Absence)~~

~~A weekly benefit will be paid to any member who is absent as a result of an injury received whilst in the employ of the Company, THE COMPANY and who are is receiving payment under Workers' Compensation payments for such injury, but no other payment is received from the~~

5.4 Sickness Benefit

5.4.1 Weekly Benefit (not Workers Compensation)

A weekly benefit will be paid to a Member absent from work as a result of sickness or accident, and who is not in receipt of sick pay, Workers Compensation payments or any other payment except Government sickness benefits. The rate of this payment is prescribed in Appendix A.

5.4.2 Weekly Benefit (Workers Compensation Absence)

A weekly benefit will be paid to any member who is absent as a result of an injury received whilst in the employ of THE COMPANY and who is receiving Workers Compensation payments for such injury, but no other payments. The rate of this

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5.4.1 Weekly Benefit (not Workers Compensation)

A weekly benefit will be paid to a Member absent from work as a result of sickness or accident, and who is not in receipt of sick pay, Workers Compensation payments or any other payment except Government sickness benefits. The rate of this payment is prescribed in Appendix A.

5.4.2 Weekly Benefit (Workers Compensation Absence)

A weekly benefit will be paid to any member who is absent as a result of an injury received whilst in the employ of THE COMPANY and who is receiving Workers Compensation payments for such injury, but no other payments. The rate of this

(c) Third Party Insurance Claims:

Where a member is unable to attend work due to an injury received whilst in the employ of the Company, and for which a claim for Third Party Insurance can be made, the said Member may at the discretion of the Committee receive payment at the Sickness Benefit rate in accordance with Rule 5 (a) provided that the Member agrees in writing, that all amounts so paid to him or her, shall be repayable to the Fund upon the Member receiving settlement under the said Third Party claim.

(d) X-Rays, Cardiographs, etc.

Members may be re-imbursed for the following services for themselves or their dependants as follows:—

X-Rays —Up to \$7.50 for each service. E.C.G. & E.E.G. —up

(c) Third Party Insurance Claims:

Where a member is unable to attend work due to an injury received whilst in the employ of the Company, and for which a claim for Third Party Insurance can be made, the said Member may at the discretion of the Committee receive payment at the Sickness Benefit rate in accordance with Rule 5 (a) provided that the Member agrees in writing, that all amounts so paid to him or her, shall be repayable to the Fund upon the Member receiving settlement under the said Third Party claim.

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~~Company, shall receive a benefit of \$8.00 per week other payments. The rate of this payment is prescribed in Appendix A.~~

(e) 5.4.3 Third Party Insurance Claims:

~~Where a member is unable to attend work due to an injury received whilst in the employ of the Company, and for which a claim for Third Party Insurance can be made, the said Member may at the discretion of the Committee receive payment at the Sickness Benefit rate in accordance with Rule 5 (a) provided that the Member agrees in writing, that all amounts so paid to him or her, shall be repayable to the Fund upon the Member receiving settlement under the said Third Party claim.~~ Any member who subsequently receives a settlement via a Workers Compensation claim, or a Third Party Insurance claim etc, which has a component for lost wages which coincides with the period for which they have been paid Sickness Benefits, shall reimburse THE FUND for said payments.

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payment is prescribed in Appendix A.

5.4.3 Third Party Insurance Claims

Any member who subsequently receives a settlement via a Workers Compensation claim, or a Third Party Insurance claim etc, which has a component for lost wages which coincides with the period for which they have been paid Sickness Benefits, shall reimburse THE FUND for said payments.

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Any member who subsequently receives a settlement via a Workers Compensation claim, or a Third Party Insurance claim etc, which has a component for lost wages which coincides with the period for which they have been paid Sickness Benefits, shall reimburse THE FUND for said payments.

to \$7.50 for each service.

Deep Ray, X-Ray —Radiation Therapy —up to \$7.50 for each treatment provided that the total payments for Deep Ray for a Member or his dependants shall not exceed \$25.00 in any 12 months. Payment will be made on pro- duction of the official hospital or doctor's receipt only. It must be clearly shown on the receipt what the payment is for.

Ambulance:

Members to be re-imbursed for one half ambulance fee for conveyance to hospital up to a maximum of \$200 per annum for members or dependants on production of official ambulance receipt.

(e) Pathology:

Members may be re-imbursed up to \$7.50 for each Path- ology Test provided that the total payments for each test for a member or his dependants shall not exceed \$25.00 in any 12 month period. Payment will be made on production of an original hospital or doctor's receipt and such receipt must be clearly marked as to the type of Pathology Test.

Claims for Refunds, X-Ray, Cardiographs and Pathology, etc.:

All claims for benefits under Clause (d) must be lodged with

to \$7.50 for each service.

Deep Ray, X-Ray —Radiation Therapy —up to \$7.50 for each treatment provided that the total payments for Deep Ray for a Member or his dependants shall not exceed \$25.00200 in any 12 months. Payment will be made on pro- duction of the official hospital or doctor's receipt only. It must be clearly shown on the receipt what the payment is for.

Ambulance:

Members to be re-imbursed for one half ambulance fee for conveyance to hospital up to a maximum of \$200 per annum for members or dependants on production of official ambulance receipt.

(e) Pathology:

Members may be re-imbursed up to \$7.50 for each Path- ology Test provided that the total payments for each test for a member or his dependants shall not exceed \$25.00200 in any 12 month period. Payment will be made on production of an original hospital or doctor's receipt and such receipt must be clearly marked as to the type of Pathology Test.

Claims for Refunds, X-Ray, Cardiographs and Pathology, etc.:

All claims for benefits under Clause (d) must be lodged with

~~Deep Ray, X-Ray —Radiation Therapy —up to \$7.50 for each treatment provided that the total payments for Deep Ray for a Member or his dependants shall not exceed \$200 in any 12 months. Payment will be made on pro- duction of the official hospital or doctor's receipt only. It must be clearly shown on the receipt what the payment is for.~~

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~~**Claims for Refunds, X-Ray, Cardiographs and Pathology, etc.:**~~

~~All claims for benefits under Clause (d) must be lodged with the~~

the Secretary of the Fund within twelve months of the service having been rendered.

(f) Funeral Benefit:

(i) A funeral benefit shall be payable from the fund to members or their dependants or to that person who undertakes to answer for the funeral expenses of the deceased. Provided that where a husband and wife are both members, then only one payment, whichever is the higher is to be made. Payment is to be made as follows:—

Upon the death of a member or Honorary member \$400

Upon the death of a members wife \$200

Upon the death of a members child \$120

Mortality fund payment to member \$600

An honorary member as at 15th August,

1977 to receive existing benefit of \$200

the Secretary of the Fund within twelve months of the service having been rendered.

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~~**5.2 Funeral and Mortality Benefits**~~

~~Members and their dependants and Honorary Members are eligible for Funeral and or Mortality Benefits as prescribed in *Appendix B*.~~

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Members and their dependants as defined and Honorary Members are eligible for Funeral ~~and or Mortality~~ Benefits as prescribed in *Appendix B*.

5.2 Funerals

Members and their dependants as defined and Honorary Members are eligible for Funeral Benefits as prescribed in *Appendix B*.

(ii) DEPENDENTS in respect of a single man or woman are his or her widowed mother, his or her sisters and/or brothers under the age of 16 years or any other persons who were, at the time of the death of the member, wholly or partly maintained or dependent by or upon such member.

(iii) DEPENDENTS in respect to a married man or woman are spouse, daughter-housekeeper, child under 16 years and student —i.e. children 16-21 years engaged in full-time studies and residing in N.S.W.

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(iv) HONORARY

MEMBERS: A member of the Fund who retires after ten (10) or more years continuous membership of the Fund, may at the absolute discretion of the Committee become an Honorary Member of the Fund. Honorary membership may be granted by the Committee under the following conditions:—

- (1) Upon the Member reaching normal retiring age.
- (2) Upon the Member retiring due to health reasons which would qualify him or her for an Invalid Pension.
- (3) Upon the Member who within ten (10) years of reaching normal retiring age retires with Company approval and received Retiring Gratuity or Superannuation payment.
- (4) Provided that the Member who qualifies under paragraph 3 above, shall pay to the Mortality Ac- count of the Fund an amount equal to that which he or she would have contributed, had his or her employment with A.P.M. Limited continued until normal retiring age. Honorary membership shall qualify the Honorary Member to an entitlement only of the Fund Mortality Benefit subject to the following conditions:— Upon the death of an Honorary Member of the Fund the sum of

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 - ~~(2) Upon the Member retiring due to health reasons which would qualify him or her for an Invalid Pension.~~
 - ~~(3) Upon the Member who within ten (10) years of reaching normal retiring age retires with Company approval and received Retiring Gratuity or Superannuation payment.~~
 - ~~(4) Provided that the Member who qualifies under paragraph 13 above, shall pay to the Mortality Ac- count of the Fund an amount equal to that which he or she would have contributed, had his or her employment with A.P.M. Limited continued until normal retiring age.~~
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3.7 Honorary Membership

Honorary Membership of THE FUND may be granted to members with 10 years continuous service by the Committee under the following conditions,

- i) Upon the member reaching or surpassing normal retirement age.
- ii) Upon the member retiring due to health reasons which would qualify them for an Invalid Pension.
- iii) Upon the member reaching 55 years of age, is made redundant, accepts a Voluntary Redundancy or retires, and who pays to ~~the~~ Mortality account of THE FUND an amount equivalent to 25% of what they would have contributed had they remained employed with THE COMPANY until their 65th birthday.

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- ii) Upon the member retiring due to health reasons which would qualify them for an Invalid Pension.
- iii) Upon the member reaching 55 years of age, is made redundant, accepts a Voluntary Redundancy or retires, and who pays to THE FUND an amount equivalent to 25% of what they would have contributed had they remained employed with THE COMPANY until their 65th birthday.

\$200 or \$400 shall be payable as a Mortality Benefit at the absolute discretion of the Committee to one of the following:

- (1) To the next of kin of the late Honorary Member.
- (2) To the Estate of the late Honorary Member.
- (3) To the person responsible for the payment of the Funeral expenses of the late Honorary Member.

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- (1) To the next of kin of the late Honorary Member.
- (2) To the Estate of the late Honorary Member.
- (3) To the person responsible for the payment of the Funeral expenses of the late Honorary Member.

~~Upon the death of an Honorary Member of the Fund the sum of \$200 or \$400 shall be payable as a Mortality Benefit at the absolute discretion of the Committee to one of the following:-~~

~~(1) To the next of kin of the late Honorary Member.~~

~~(2) To the Estate of the late Honorary Member.~~

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a Voluntary Redundancy or retires, and who pays to the

Mortality account of THE FUND an amount equivalent to what they would have contributed had they remained employed with THE COMPANY until their 65th birthday.

(g) "Distress" Grants:

Any member in distressed circumstances may apply to the fund for assistance and the Committee is empowered to provide such assistance up to the value of \$60 after consideration of the circumstances of each individual case.

(h) Wreaths:

In the event of the death of a Member or of a dependent of a Member, the Committee is empowered to purchase a floral tribute.

(i) Minimum Service Periods:

A Member of the Fund shall be required to have thirteen weeks' service with the Company, and shall have paid thirteen weeks' contributions to the Fund before he or she may be entitled to claim benefits from the Fund excepting those benefits provided under Rule 5, Clause (g).

A Member of the A.P.M. Security Plan — Sickness & Accident Fund who transfers in the employment of the Company or any of its subsidiaries to another State, shall immediately be eligible to receive benefits under the Sickness and Accident Fund applying in that State, provided that he has been a fully financial member of the Fund for 13

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weeks in the State from which he is transferring and provided that he does not engage in other employment during the period of his transfer. Where members have less than 13 weeks' employment prior to such transfer, such period will be calculated as part of the qualifying period required by this sub clause.

(j) Period of Benefit:

(i) Full benefits will be paid for a period of up to thirty-nine weeks in respect of sickness or accident. The Management Committee shall have the power to continue to pay benefits at 2/3 of full benefits for a further period of thirteen weeks.

(ii) A member who recovers his health sufficiently to permit his resumption of work but who within three months of such resumption is absent from work through illness, or because of accident shall receive an allowance for the period during which he has been absent from work as though he had been absent continuously, and shall not commence a new period of payment under Sub-Clause (i) above.

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~~(j)~~ **5.4.4 Period of Benefit: Benefits**

~~(i) Full benefits will be paid for a period of up to thirty-nine (39) weeks in respect of sickness or accident.~~

The Management Committee shall have the power to continue to pay benefits at 2/3 of full benefits two thirds (2/3) the prescribed rate for a further period of thirteen (13) weeks.

~~(ii) A member who recovers his health sufficiently to permit his resumption of, having been on Sickness Benefits and returned to work but who, within three (3) months of such resumption is absent from work through illness, or because of accident shall receive an allowance for the period during which he has been absent from work as though he had been absent continuously, and shall not commence a new period return to work again qualifies for Sickness Benefits.~~

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i) Full benefits will be paid for a period of up to thirty nine (39) weeks. The Committee shall have the power to continue to pay benefits at two thirds (2/3) the prescribed rate for a further thirteen (13) weeks.

ii) A member who, having been on Sickness Benefits and returned to work, within three (3) months of such return to work again qualifies for Sickness Benefits, shall have all periods of absence treated as a continuous absence in respect of Paragraph 5.4.4 i.

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(k) Claims — Doctors**Certificate — ALL Claims:**

Claims must be made in writing and signed by the Claimant. They must be accompanied by a doctor's certificate stating the nature of the illness or injury in respect of each claim made under the Scheme, and shall be lodged with the Secretary.

On the expiration of doctor's certificate, continuation certificates must be supplied. A doctor's certificate need not be supplied in respect of absences covered by workers' compensation.

Fresh claims in writing and accompanied by a doctor's certificate must be lodged with the Secretary in the manner set out above where members are absent because of a recurrence of an illness or injury in respect of which benefits have previously been paid.

A member being admitted to hospital shall be paid benefit on and from the day of admission to the day of discharge from hospital, provided the member lodges with the Secretary a written claim for benefit and a

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shall have all periods of absence treated as a continuous absence in respect of payment under Sub-Clause (i) above. Paragraph 5.4.4 i.

~~(k)~~ 5.4.5 Claims — and/or Doctors Certificate — ALL Claims: Certificates

i) Claims must be made in writing and on the Claim Form provided, to the Secretary of THE FUND and signed by the Claimant. They claimant. Each claim made upon THE FUND must be accompanied by a ~~doctor's~~ Doctors Certificate stating the nature of the illness or injury ~~in respect of each claim made under the Scheme, and shall be lodged with the Secretary.~~

On ~~the~~ expiration of ~~doctor's~~ the original certificate, continuation ~~certificates~~ Certificates must be supplied. ~~A doctor's certificate need not be supplied in respect of absences covered by workers' compensation.~~

~~Fresh claims in writing and accompanied by a doctor's certificate must be lodged with the Secretary in the manner set out above where members are absent because of a~~ ii) Any claim related to the recurrence of an any illness or injury in respect of which

benefits have previously been paid shall require a new letter and Claim Form to be written to the Secretary of THE FUND and be

5.4.5 Claims and/or Doctors Certificates

i) Claims must be made in writing and on the Claim Form provided, to the Secretary of THE FUND and signed by the claimant. Each claim made upon THE FUND must be accompanied by a Doctors Certificate stating the nature of the illness or injury. On expiration of the original certificate continuation Certificates must be supplied.
ii) Any claim related to the recurrence of any illness or injury in respect of which benefits have previously been paid shall require a new letter and Claim Form to be written to the Secretary of THE FUND and be accompanied by the relevant Doctors Certificate.
iii) A Member being admitted to hospital shall be paid benefit from the day of admission to the day of discharge, provided a written claim as per paragraph 5.4.5 i. Above.
iv) A Doctors Certificate need not be supplied to THE FUND in respect of Workers Compensation absences. Claims however should be lodged with

5.4.5 Claims and/or Doctors Certificates

i) Claims must be made in writing and on the Claim Form provided, to the Secretary of THE FUND and signed by the claimant. Each claim made upon THE FUND must be accompanied by a Doctors Certificate stating the nature of the illness or injury. On expiration of the original certificate continuation Certificates must be supplied.
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iv) A Doctors Certificate need not be supplied to THE FUND in hospital-respect of Workers Compensation absences. Claims however should be lodged with the Secretary as soon as possible on the Claim Form provided.

~~(l) Claimants on Workers' Compensation~~
~~Claimants covered by workers' Compensation should lodge their claims with the Secretary as soon as possible.~~

~~(m)~~5. BENEFITS continued
5.4.6 Absence —of Three (3) or More Days:
more clays

A member must- be absent from work for three (3) clear working days as a result of the sickness or ~~injury~~accident in respect of which he is ~~claiming~~making a claim before ~~he may be entitled to receive benefits, and he must supply doctor's certificates to the satisfaction of the Committee~~

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Claimants covered by workers' Compensation should lodge their claims with the Secretary as soon as possible.

(m) Absence — Three or More Days:

A member must be absent from work for three clear working days as a result of the sickness or injury in respect of which he is claiming before he may be entitled to receive benefits, and he must supply doctor's certificates to the satisfaction of the Committee thereafter in respect of that illness or accident.

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Claimants covered by workers' Compensation should lodge their claims with the Secretary as soon as possible.

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5. BENEFITS continued **5.4.6 Absence of Three (3) or more clays**

A member must be absent from work for three (3) clear working days as a result of the sickness or accident in respect of which he is making a claim before benefits become payable.

**(n) Notify Secretary—
Resumption Work:**

He or she must notify the Secretary in writing immediately on return to work.

(o) Medical Examination:

The Committee shall have the right to request a member to be examined by a doctor, such doctor to be named by the Committee. The fee for such an examination shall be paid from the Fund. Any member failing to carry out the Committee's wishes in this way shall be debarred from receiving benefits from the Scheme in respect of the particular illness or injury about which the examination is sought.

(p) Medical Referee:

In the event of there being disagreement between the opinion of the doctor nominated by the Committee, and that of the doctor attending the member, a medical referee, whose appointment shall be agreed to by both parties shall be consulted, and his decision

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**~~(n) Notify Secretary—
Resumption Work:~~ 5.4.7****Notification of return to work**

~~He or she~~ Members on sickness benefits must notify the Secretary in writing immediately on return to work.

~~(o)~~ 5.4.8 Medical Examination:

The Committee shall have the right to request ~~that~~ a member ~~to~~ be examined by a ~~doctor, such doctor to be named~~ Doctor chosen by the Committee in respect to the illness or injury for which a sickness benefit is sort. The fee for such an examination ~~shall~~ will be paid ~~from the Fund~~ by THE FUND. Any ~~member~~ members failing to ~~carry out the Committee's wishes in this way~~ attend such an examination shall be debarred from receiving benefits from ~~the Scheme in respect of the particular illness or injury about which the examination is sought~~ THE FUND.

~~(p)~~ 5.4.9 Medical Referee:

In the event of there being a disagreement of opinion between the ~~opinion of the doctor~~ Doctor nominated by the Committee, ~~and that of the doctor attending the member~~ and members private Doctor, a medical referee, whose appointment shall be agreed to by both parties shall be consulted,

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5.4.9 Medical Referee

In the event of there being a disagreement of opinion between the Doctor nominated by the Committee and members private Doctor, a medical referee whose appointment shall be agreed to by both parties shall be consulted, and his decision

shall be binding on both the Committee and the member. The fee of the referee shall be paid from the fund.

(q) Expulsion — Working and Receiving Benefit:

Any member accepting employment of any kind without the permission of the Committee while receiving benefits from the Fund shall be expelled and shall forfeit all claims against the Fund.

(r) Misconduct—To Receive Benefits:

Any member feigning sickness or reducing himself or herself to sickness through his or her own misconduct shall not be entitled to any benefits from the Fund, the decision of the Committee being final in such cases.

(s) Insanity:

No claims shall be made against the Fund in the cases of insanity.

(t) Members Convalescing in the Country:

A member ordered to the country while sick must forward to the Secretary a doctor's certificate stating the necessity for the change. He must also forward to the Secretary once each week a progress certificate

shall be binding on both the Committee and the member. The fee of the referee shall be paid from the fund.

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and his decision shall be binding on both ~~the Committee and the member~~ parties. The fee ~~of~~ for the referee shall be paid ~~from the fund~~ by THE FUND.

(q) 5.4.10 Expulsion — Working and Receiving Benefit: working and receiving benefits

Any member accepting employment of any kind without the permission of the Committee ~~while~~ whilst receiving benefits from ~~the Fund~~ THE FUND shall be expelled and shall forfeit all claims against ~~the Fund~~ THE FUND.

(r) 5.4.11 Misconduct — To Receive receive Benefits:

Any member feigning sickness or reducing himself ~~or herself~~ to sickness through his ~~or her~~ own misconduct shall not be entitled to any benefits from ~~the Fund,~~ the THE FUND. The decision of the Committee being final in such cases.

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(t) ~~Members Convalescing in the Country:~~

~~A member ordered to the country while sick must forward to the Secretary a doctor's certificate stating the necessity for the change. He must also forward to the Secretary once each week a progress certificate signed by a~~

both parties. The fee for the referee shall be paid by THE FUND.

5.4.10 Expulsion - working and receiving benefits

Any member accepting employment of any kind without the permission of the Committee whilst receiving benefits from THE FUND shall be expelled and shall forfeit all claims against THE FUND.

5.4.11 Misconduct - To receive Benefits

Any member feigning sickness or reducing himself to sickness through his own misconduct shall not be entitled to any benefits from THE FUND. The decision of the Committee being final in such cases.

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signed by a doctor, police officer, Justice of the Peace, or other responsible person, The Committee shall have the right to waive this rule in exceptional cases.

(u) Benefit Collections:

No benefit or collection of any description for monetary assistance for any employee of the Company shall be conducted or taken up on the Company's premises unless authorised by the Committee.

(v) Power to Suspend or Expel:

The Committee of Management shall have the power to suspend or expel members from the Fund for breaches of any of the rules of the Fund. A member liable to suspension or expulsion shall be called upon to appear before the Committee to show cause why he or she should not be suspended or expelled from the Fund.

(w) Where a member is suffering from an illness or accident which, but for the benefits payable to him under this Scheme would entitle him to a pension or other allowance payable under the Social Services Consolidation Act or any amendment thereof, the Committee at its absolute discretion may vary the amount of the benefit paid so as not to

signed by a doctor, police officer, Justice of the Peace, or other responsible person. The Committee shall have the right to waive this rule in exceptional cases.

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exceed the maximum income allowable under the above act. In such case the total amount finally paid to the member or his dependents shall not be less than the total amount normally payable under sub-clause (a) hereof.

(x) Indoors — 7.30 p.m. to 6 a.m.

No sick member receiving benefits from the Fund shall leave his or her home before 6 a.m. or be out later than 7.30 p.m. without the permission of the Committee, unless he or she supplies a doctor's certificate stating that the member's health will not be adversely affected by being out at times other than those set out above. A member contravening this rule shall not become entitled to any further payment from the Fund in respect of that claim.

(y) Intoxication:

Any member, whilst receiving benefits from the Fund who becomes intoxicated or frequents public houses or is engaged in having or doing anything which could, in the opinion of the Committee,, retard his or her recovery, shall forfeit all claims against the Fund.

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6. MANAGEMENT

(a) Committee:

The affairs of the Fund shall be controlled and attended to by a committee of management which will comprise two Management representatives, who will be the chairman— (the Personnel Superintendent for the N.S.W. area) — and the Treasurer—(an Accountant for the Company in the N.S.W. area)—and (seven elected representatives of the members together with the Secretary, who shall be appointed by the Company. (Six) of these representatives shall be elected from the members at the Botany Mill, and (one) shall be elected from the members of the Waste Paper Collection Department.

(b) Elections:

Elections will be by ballot and taken at the annual meeting of the Fund.

6. MANAGEMENT

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The affairs of the Fund shall be controlled and attended to by a committee of management which will comprise two Management representatives, who will be the chairman— (the Personnel Superintendent for the N.S.W. area) — and the Treasurer—(an Accountant for the Company in the N.S.W. area)—and (seven elected representatives of the members together with the Secretary, who shall be appointed by the Company. (Six) of these representatives shall be elected from the members at the Botany Mill, and (one) shall be elected from the members of the Waste Paper Collection Department.

(b) Elections:

Elections will be by ballot and taken at the annual meeting of the Fund.

6. MANAGEMENT

~~(a) 6.1 Committee:~~

The affairs of ~~the Fund~~ THE FUND shall be controlled ~~and attended to~~ by a ~~committee~~ Committee of ~~management~~ Management which will ~~comprise two~~ be comprised of three (3) Management representatives, ~~who will be the chairman— (the Personnel Superintendent for the N.S.W. area)—and the Treasurer— (an Accountant for the Company in the N.S.W. area)—and (seven elected representatives of the members together with the Secretary, who shall be appointed by the Company. (Six) of these representatives shall be elected from the members at the Botany Mill, and (one) shall be elected from the members of the Waste Paper Collection Department~~ being: The Chairman, The Treasurer, and The Secretary, who will be appointed by THE COMPANY, and six (6) representatives of THE FUND who shall be elected from the members of THE FUND. A list of the current Committee can be found in *Appendix D*.

~~(b) 6.2 Elections:~~

Elections, if required, will be by ballot and taken at the ~~annual meeting of the Fund~~ Annual General Meeting of THE FUND.

6. MANAGEMENT

6.1 Committee

The affairs of THE FUND shall be controlled by a Committee of Management which will be comprised of three (3) Management representatives being: The Chairman, The Treasurer, and The Secretary, who will be appointed by THE COMPANY, and six (6) representatives of THE FUND who shall be elected from the members of THE FUND. A list of the current Committee can be found in *Appendix D*.

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6. MANAGEMENT

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6.2 Elections

Elections, if required, will be by ballot and taken at the Annual General Meeting of THE FUND.

(c) Eligibility for Election:

All adult members shall be eligible for election to the Committee.

(d) Nominations:

Nominations shall be made in writing signed by the proposer and the nominee and shall be forwarded to the Secretary at least 7 days prior to the date of the election.

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All adult members shall be eligible for election to the Committee.

(d) Nominations:

Nominations shall be made in writing signed by the proposer and the nominee and shall be forwarded to the Secretary at least 7 days prior to the date of the election.

~~(e)~~6.3 Eligibility for Election:

All adult members of THE FUND shall be eligible for election to the Committee.

~~(d)~~6.4 Nominations:

Nominations shall be made in writing, signed by the proposer and the nominee, and shall be forwarded to the Secretary at least seven (7) days prior to the date of the election. If insufficient nominees have been received by the prescribed date, then further nominees may be taken from the floor at the Annual General Meeting.

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All adult members of THE FUND shall be eligible for election to the Committee.

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(e) Returning Officer:

There shall be a Returning Officer appointed by the Committee who shall supervise all arrangement for elections.

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~~(e)~~6.5 Returning Officer:

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(f) Term of Office:

Elected members of the Committee shall hold office for twelve months or until the next Annual Meeting.

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Elected members of the Committee shall hold office for twelve months or until the next Annual Meeting.

~~(f)~~6.6 Terms of Office:

Elected members of the Committee shall hold office for twelve (12) months or until the next Annual General Meeting.

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Elected members of the Committee shall hold office for twelve (12) months or until the next Annual General Meeting.

(g) Vacancies:

In the event of there being a vacancy on the Committee at any time, the remaining members of the Committee may appoint a successor until the next annual election date.

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In the event of there being a vacancy on the Committee at any time, the remaining members of the Committee may appoint a successor until the next annual election date.

~~(g)~~6.7 Vacancies:

In the event of there being a vacancy on the Committee at any time (of an elected representative), the remaining members of the ~~Committee~~ may appoint a successor until the next ~~annual election date~~Annual General Meeting. In the event of a vacancy on the Committee of an appointed

6.7 Vacancies

In the event of there being a vacancy on the Committee at any time (of an elected representative), the remaining members of the Committee may appoint a successor until the next Annual General Meeting. In the event of a vacancy on the Committee of an appointed

6.7 Vacancies

In the event of there being a vacancy on the Committee at any time (of an elected representative), the remaining members of the Committee may appoint a successor until the next Annual General Meeting. In the event of a vacancy on the Committee of

officer THE COMPANY shall appoint a replacement.

(h) Meetings:

The Committee shall meet at least once a month.

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~~(h)~~**6.8 Meetings:**

The Committee shall meet at least once a month.

officer THE COMPANY shall appoint a replacement.

6.8 Meetings

The Committee shall meet at least once every two months. Any member of the committee can request a ~~month-~~committee meeting at any time and provided a quorum can be obtained a meeting will be held.

an appointed officer THE COMPANY shall appoint a replacement.

6.8 Meetings

The Committee shall meet at least once every two months. Any member of the committee can request a committee meeting at any time and provided a quorum can be obtained a meeting will be held.

(i) Quorum:

A quorum shall consist of Jive members.

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A quorum shall consist of Jive members.

~~(i)~~**6.9 Quorum:**

A quorum (of the Committee) shall consist of ~~Jive~~five (5) members.

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A quorum (of the Committee) shall consist of five (5) members.

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(j) Notice of General Meeting:

Notice of a general meeting shall be posted on notice boards not less than three days before the proposed date of such meeting.

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Notice of a general meeting shall be posted on notice boards not less than three days before the proposed date of such meeting.

~~(j)~~**6.10 Notice of General Meeting:**

Notice of a ~~general meeting shall be posted on notice boards not less than three~~General Meeting shall be attached to Payslips, as well as being put in the mail boxes in reception not less than eight (8) days before the proposed date of such meeting.

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(k) Quorum:

A quorum shall consist of twelve financial members of the Scheme.

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A quorum shall consist of twelve financial members of the Scheme.

~~(k)~~**6.11 Quorum:**

A quorum (for the purpose of a General Meeting) shall consist of twelve financial members of ~~the Scheme~~THE FUND.

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A quorum (for the purpose of a General Meeting) shall consist of twelve financial members of THE FUND.

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A quorum (for the purpose of a General Meeting) shall consist of twelve financial members of THE FUND.

(l) Simple Majority Decides:

All questions at meetings shall be decided by a majority of the members present, but in the case of equality of votes, the chairman shall have a casting vote.

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All questions at meetings shall be decided by a majority of the members present, but in the case of equality of votes, the chairman shall have a casting vote.

~~(l)~~**6.12 Simple Majority Decides:**

All questions at meetings shall be decided by a majority of the ~~members~~Members present, but in the case of equality of votes, the ~~chairman~~Chairman shall have a second and casting vote.

6.12 Simple Majority Decides

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All questions at meetings shall be decided by a majority of the Members present, but in the case of equality of votes the

Chairman shall have a second and casting vote.

(m) Auditors:

There shall be two auditors, one of whom shall be appointed at the annual general meeting of the Fund and the other of whom shall be appointed by the Company. Their duties shall be to examine the accounts and balance sheet for the year and or certify to their correctness or otherwise.

(n) Sick Visitors:

The Committee shall appoint sick visitors as required. It will be the function of a sick visitor to call on a member receiving benefits and to recommend to the Committee whether or not payment of benefits should be made or withheld.

(o) Indemnity:

Each officer and/or Committee member of the Fund, acting with due authority or under instructions on behalf of the Fund shall stand in the position of agent for all purposes within the objects of the Fund and shall be indemnified by the Fund, and all costs, losses and/or liabilities which any such Officer or Committee member may suffer or incur by reason of any contract entered into or act or thing done by him in any such capacity jointly or severally,

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~~The Committee shall appoint sick visitors as required. It will be the function of a sick visitor to call on a member receiving benefits and to recommend to the Committee whether or not payment of benefits should be made or withheld.~~

~~(o) 6.13 Indemnity:~~

Each officer and/or Committee member of ~~the Fund~~ act-ing THE FUND acting with due authority or under instructions on behalf of ~~the Fund~~ THE FUND shall stand in the position of agent for all purposes within the objects of ~~the Fund~~ THE FUND and shall be ~~indemnified~~ Indemnified by ~~the Fund~~ THE FUND, and all costs, losses and/or liabilities which any such ~~Officer~~ officer or Committee member may suffer or incur by reason of any contract entered into or act or thing done by him in any such capacity jointly or severally,

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Each officer and/or Committee member of THE FUND acting with due authority or under instructions on behalf of THE FUND shall stand in the position of agent for all purposes within the objects of THE FUND and shall be Indemnified by THE FUND, and all costs, losses and/or liabilities which any such officer or Committee member may suffer or incur by reason of any contract entered into or act or thing done by him in any such capacity jointly or

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shall be paid by and from the resources of the Fund.

(p) Secretary's Duties:

The Secretary shall attend meetings of the Fund and keep the books in a faithful manner. He will attend to sickness and accident claims and make payments on behalf of the Fund.

(q) Treasurer's Duties:

The Treasurer shall receive all moneys on account of the Fund and deposit them in such bank as the rules direct, and prepare a Balance Sheet for the Annual Meeting.

(r) Bank Account Operations:

Operations on the bank account shall be made by any two of the Chairman, Secretary and Treasurer signing conjointly.

shall be paid by and from the resources of the Fund.

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The Secretary shall attend meetings of the Fund and keep the books in a faithful manner. He will attend to sickness and accident claims and make payments on behalf of the Fund.

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Operations on the bank account shall be made by any two of the Chairman, Secretary and Treasurer signing conjointly.

shall be paid by and from the resources of ~~the Fund~~ THE FUND.

~~(p)~~ 6.14 Secretary's Duties:

The Secretary shall attend meetings of ~~the Fund~~ THE FUND and keep ~~the~~ books in a ~~faithful~~ faithfully manner. ~~He~~ The Secretary will attend to ~~sick-~~ sickness and accident claims and make payments on behalf of ~~the Fund~~ THE FUND.

~~(q)~~ 6.15 Treasurers Duties:

The Treasurer shall receive all ~~moneys~~ monies on account of ~~the Fund~~ THE FUND and deposit them in ~~such~~ the bank ~~account~~ as the rules direct, ~~and~~ and prepare a ~~Balance Sheet~~ balance sheet for the Annual General Meeting.

~~(r)~~ 6.16 Bank Account Operations:

~~Operations on the bank account~~ Operation Bank Account operations shall be made by any two (2) of the Chairman, Secretary ~~and~~ and Treasurer signing conjointly.

severally, shall be paid by and from the resources of THE FUND.

6.14 Secretary's Duties

The Secretary shall attend meetings of THE FUND and keep books in a faithfully manner. The Secretary will attend to sickness and accident claims and make payments on behalf of THE FUND.

6.15 Treasurers Duties

The Treasurer shall receive all monies on account of THE FUND and deposit them in the bank account as the rules direct and prepare a balance sheet for the Annual General Meeting.

6.16 Chairman's Duties

The chairman will preside at all meetings of THE FUND and follow and apply the rules of THE FUND as set out.

~~6.16~~ **6.17 Bank Account Operation**

Bank Account operations shall be made by any two (2) of the Chairman, Secretary ~~and~~ or Members Trustee signing conjointly.

any such capacity jointly or severally, shall be paid by and from the resources of THE FUND

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The Secretary shall attend meetings of THE FUND and keep books in a faithfully manner. The Secretary will attend to sickness and accident claims and make payments on behalf of THE FUND.

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The Treasurer shall receive all monies on account of THE FUND and deposit them in the bank account as the rules direct and prepare a balance sheet for the Annual General Meeting.

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The chairman will preside at all meetings of THE FUND and follow and apply the rules of THE FUND as set out.

6.17 Bank Account Operation

Bank Account operations shall be made by any two (2) of the Chairman, Secretary, Treasurer or Members Trustee signing conjointly.

7. MEETINGS**(a) Committee:**

The Committee shall hold a meeting at least once a month to deal with all claims and pass accounts for payment.

(b) Annual:

The Fund's financial year shall extend from 1st January to 31st December, and the annual general meeting shall be held before the end of March in each year for the purpose of considering the annual accounts and the Committee Report. To elect the Management Committee for the ensuing twelve months, and conduct such other business of which notice has been given in accordance with the rules.

**(c) Special General—
Chairman Calls:**

The Chairman shall call a general meeting of members at any time he considers one necessary, and the place of meeting shall be decided by him. He must, however, give

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The Committee shall hold a meeting at least once a month to deal with all claims and pass accounts for payment.

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Chairman Calls:**

The Chairman shall call a general meeting of members at any time he considers one necessary, and the place of meeting shall be decided by him. He must, however, give

7. MEETINGS**~~(a)-7.1~~ Committee:**

The Committee shall ~~hold a meeting~~meet at least once a month to deal with ~~all claims and pass accounts for payment~~any matters arising from or since the last meeting.

~~(b)-7.2~~ Annual:

~~The Fund~~THE FUND's financial year shall extend from ~~1st January to 31st December, and the annual general meeting shall be held before the end of March~~July 1" until June 30' in the following year. The Annual General Meeting shall be held between July and September in each year for the purpose of considering the annual accounts and the Committee Report. ~~To, to~~ elect the Management Committee for the ensuing twelve (12) months, and conduct such ~~other~~ business of which notice has been given in accordance with the rules.

**~~(c)-7.3~~ Special General—
Meeting (Chairman ~~Calls:calls~~)**

The Chairman shall call a ~~general meeting~~General Meeting of members at any time ~~he considers one~~they consider necessary, and the place of ~~the~~ meeting shall be decided by ~~him. He must,~~

7. MEETINGS**7.1 Committee**

The Committee shall meet at least once ~~a month~~every two months to deal with any matters arising from or since the last meeting.

Any member of the committee can request a committee meeting at any time and provided a quorum can be obtained a meeting will be held

7.2 Annual

THE FUND's financial year shall extend from July 1"~~St~~ until June 30'~~in~~thin the following year. The Annual General Meeting shall be held between July and September in each year for the purpose of considering the annual accounts and the Committee Report, to elect the Management Committee for the ensuing twelve (12) months, and conduct such business of which notice has been given in accordance with the rules.

**7.3 Special General Meeting
(Chairman calls)**

The Chairman shall call a General Meeting of members at any time they consider necessary, and the place of the meeting shall be decided by the Chairman. Members must be

7. MEETINGS**7.1 Committee**

The Committee shall meet at least once every two months to deal with any matters arising from or since the last meeting.

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**7.3 Special General
Meeting (Chairman calls)**

The Chairman shall call a General Meeting of members at any time they consider necessary, and the place of the meeting shall be decided by the Chairman. Members

the members seven days' notice of the meeting and the purpose for which it has been called. A quorum shall comprise 12 or more financial members.

**(d) Special Meeting—
Members Request:**

Any twenty financial members can at any time request the Chairman in writing to call a special general meeting which shall be called within fourteen days after the receipt of such a request. All members shall be entitled to attend general meetings and shall be entitled to vote.

(e) Alteration to Rules:

The rules of the Fund shall only be altered or added to at a general meeting by a three-fourths majority vote of the members present and entitled to vote.

Notice of such intention to alter any rule must be posted on the Fund's Official Notice Board at least seven days prior to the date of meeting.

Notwithstanding the foregoing, no alteration or addition to any of the rules shall be valid unless

the members seven days' notice of the meeting and the purpose for which it has been called. A quorum shall comprise 12 or more financial members.

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Notwithstanding the foregoing, no alteration or addition to any of the rules shall be valid unless

~~however, give the members seven days'~~~~the Chairman. Members must be given eight (8) days~~ notice of ~~the~~~~such~~ meeting and the purpose ~~for which it has been called~~~~of the meeting explained.~~ A quorum shall ~~comprise 12~~~~consist of twelve~~ (12) or more financial members.

~~(d)~~ 7.4 Special General Meeting— (Members Request: request)

Any twenty (20) financial members can at any time request the Chairman in writing to call a ~~special general meeting~~~~Special General Meeting,~~ which shall be called within fourteen (14) days after the receipt of such a request. All members shall be entitled to attend ~~general meetings~~~~General Meetings~~ and shall be entitled to vote.

~~(e)~~ Alteration 7.5 Alterations to Rules:

The rules of ~~the Fund~~~~THE FUND~~ shall only be altered or added to at a ~~general meeting~~~~General Meeting~~ by a three-fourths (3/4) majority ~~vote~~ of the members present and entitled to vote.

Notice of such intention to alter any rule must be ~~posted on the Fund's Official Notice Board at least seven~~~~attached to Payslips, as well as being put in the mail boxes in reception, at least eight (8) days~~ prior to the date of ~~the~~ meeting.

given eight (8) days notice of such meeting and the purpose of the meeting explained. A quorum shall consist of twelve (12) or more financial members.

7.4 Special General Meeting (Members request)

Any twenty (20) financial members can at any time request the Chairman in writing to call a Special General Meeting, which shall be called within fourteen (14) days after the receipt of such a request. All members shall be entitled to attend General Meetings and shall be entitled to vote. A quorum shall consist of twelve (12) or more financial members.

7.5 Alterations to Rules

The rules of THE FUND shall only be altered or added to at a General Meeting by a three fourths (3/4) majority of the members present and entitled to vote. Notice of such intention to alter any rule must be attached to Payslips, as well as being put in the mail boxes in reception, at least eight (8) days prior to the date of the meeting. Notwithstanding the foregoing no alteration or addition to any of the rules shall be valid unless

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the Company consents to such changes.

(f) Alterations to

Contributions or Benefits:

Alterations to contributions by the members and alterations to the benefits may only be authorised by a three- fourths majority of members present and entitled to vote at a special general meeting.

8. BANK ACCOUNT

The moneys of the Fund shall be banked in the name of "A.P.M. Security Plan — Sickness and Accident Fund N.S.W." in the National Bank of Australia Limited, Botany Branch.

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Notwithstanding the foregoing, no alteration or addition to any of the rules shall be valid unless ~~the Company~~ THE COMPANY consents to such changes.

~~(f)~~ **7.6 Alterations to**

Contributions or Benefits:

Alterations to contributions by the members and ~~alterations~~ alteration to ~~the~~ benefits (as listed in Appendix A) may ~~only~~ be authorised by a three- fourths (3/4) majority of the members present ~~and entitled to vote at a special general meeting~~ at a General Meeting or by a three fourths (3/4) majority of the full Committee.

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THE COMPANY consents to such changes.

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7.6 Alterations to Contributions or Benefits

Alterations to contributions by the members and alteration to benefits (as listed in *Appendix A*) may be authorised by a three fourths (3/4) majority of the members present at a General Meeting or by a three fourths (3/4) majority of the full Committee.

9. TRUSTEES**(a) Number:**

The trustees shall be three in number.

(b) Who They are:

One trustee shall be called the appointed trustee, his appointment being made by Australian Paper Manufacturers Limited from time to time. He shall be the chairman of the trustees.

(c) One trustee shall be called the members' trustee, who shall for the time being, be elected by the members of the Fund. Elections will be held annually for the position of elected trustee; whilst the appointed trustee shall hold office at the pleasure of the Company or until he resigns. Should the appointed trustee cease to hold office, the Company shall appoint another trustee in his place.

(d) The third trustee shall be the Secretary.

(e) Replacing Trustees:

If the elected trustee dies or vacates office before the

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89. TRUSTEES**8.1 Numbers**~~(a) Number:~~

The ~~trustees~~Trustees shall be three (3) in number

A list of the current Trustees can be found in Appendix D.

~~(b) 8.2 Who They are: they~~

i) One trusteeTrustee shall be called the appointed trusteeTrustee, his appointment being made by ~~Australian Paper Manufacturers Limited from time to time~~the Company. He shall be the ~~chairman~~Chairperson of the ~~trustees~~Trustees, and

~~(e) One trustee shall be called the members' trustee, who shall for the time being, be elected by the members of the Fund. Elections will be held annually for the position of elected trustee; whilst the appointed trustee shall hold office at the pleasure of the Company~~THE COMPANY or until he resigns. ~~Should the appointed trustee cease to hold office, the Company shall appoint another trustee in his place.~~

ii) One Trustee shall be the "Members Trustee" , who shall be elected by the Members of THE FUND at the Annual General Meeting

~~(d)iii) The third trustee~~Trustee shall be the Secretary of THE FUND.

~~(e) 8.3 Replacing Trustees:~~

Should the appointed Trustee, or the Secretary cease to hold

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8.3 Replacing Trustees

Should the appointed Trustee, or the Secretary

expiration of his term of office, the remaining trustees shall appoint a member to fill the vacancy until the next ordinary election date.

(f) Meetings:

The trustees shall meet at least once every six months. Two trustees may call a meeting by giving three day's notice in writing to the Secretary.

(g) Investment of Funds:

The trustees may invest the moneys of the Fund or any part thereof in any of the following ways with the consent of the Committee, or by a four-fifths majority of members present and entitled to vote in general meetings:

- (i) in the Commonwealth Savings Bank of Australia.
- (ii) in the public funds, or
- (iii) in the purchase of land or in the erection or alteration of offices or other buildings thereon, or
- (iv) in shares (preference or ordinary) or debentures of Australian Paper Manufacturers Limited.
- (v) in any other security expressly directed by the rules

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THE COMPANY will appoint another Trustee in their place. If the elected ~~trustee~~ Trustee dies or vacates office before the expiration of ~~his~~their term of office, the remaining ~~trustees~~ Trustees shall appoint a member to fill the vacancy until the next ~~ordinary election date~~ Annual General Meeting.

~~(f)~~ 8.4 Meetings:

The ~~trustees~~ Trustees shall meet at least once every six ~~(6)~~ months. Two ~~trustees~~ (2) Trustees may call a meeting by giving three ~~day's~~ (3) days notice in writing to the Secretary.

~~(g)~~ 8.5 Investment of Funds:

The ~~trustees~~ Trustees may invest the ~~moneys~~ monies of ~~the Fund~~ THE FUND or any part thereof in any of the following ways with the consent of the Committee, or by a four-~~fifths~~ (4/5) majority of members present and entitled to vote in ~~general meetings~~ General Meetings.

- ~~(i) in the Commonwealth Savings Bank of Australia.~~ i) Bank guaranteed low risk fixed term deposits.
- ~~(ii) in the public funds, or~~
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- i) Bank guaranteed low risk fixed term deposits.
- ii) In the public funds.
- iii) In the purchase of land or in the erection or alteration of offices or other buildings thereon.
- iv) In shares (preference or ordinary) or debentures of Amcor Ltd or PaperlinX Ltd.
- v) In any other security expressly directed by the rules of THE FUND not

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- i) Bank guaranteed low risk fixed term deposits.
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- v) In any other security expressly directed by the

of the Fund not being personal security.

(h) Signatures:

With respect to all matters concerning the investment of the moneys of the Fund, the signatures of the Secretary and one of the other two trustees shall be necessary.

(f) Each of the trustees of the Fund, acting with due authority or under instruction on behalf of the Fund shall stand in the position of agent for all purposes within the objects of the Fund and shall be indemnified by the Fund, and all costs, losses and/or liabilities which any such trustee may suffer or incur by reason of any contract entered into or act or thing done by him in any such capacity jointly or severally, shall be paid by and from the resources of the Fund.

[...]

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[...]

~~Limited-~~

~~(v) in Amcor Ltd.~~

~~v)~~ in any other security expressly directed by the rules of ~~the Fund~~ THE FUND not being personal security.

8.6 Signatures

With respect to all matters concerning the monies of THE FUND, the signature of the Secretary and one other Trustee shall be necessary.

~~(h) Signatures:~~ 8.7 Indemnity

~~With respect to all matters concerning the investment of the moneys of the Fund, the signatures of the Secretary and one of the other two trustees shall be necessary.~~

~~(i)~~ Each of the ~~trustees~~ Trustees of the Fund THE FUND, acting with due authority or under instruction

being personal security.

8.6 Signatures

With respect to all matters concerning ~~the monies~~ investments of THE FUND, the signature of the Secretary and one other Trustee shall be necessary.

8.7 Indemnity

Each of the Trustees of THE FUND, acting with due authority or under instruction on behalf of THE FUND shall stand in the position of agent for all purposes within the objects of THE FUND and shall be indemnified by THE FUND, and all costs, losses and or

rules of THE FUND not being personal security.

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~~SECURITY OF EMPLOYMENT~~

~~Most of the awards under which employees in the mills work provide for one week's notice of termination of employment. The Company has now voluntarily increased its obligation in this respect for all employees who have completed two years or more of service and they will be entitled as from 1st January, 1948, to receive notice of termination of service in accordance with the following scale:—~~

~~[...]~~

liabilities which any such Trustee may suffer or incur by reason of any contact entered into or act or thing done by him in any such capacity jointly or severally, shall be paid by and from the resources of THE FUND.

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SECURITY OF EMPLOYMENT

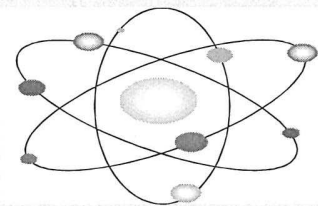
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[...]



BOTANY MILL SICKNESS & ACCIDENT FUND

Minutes of Meeting Friday 23rd November 2001

Present: Mark Skennerton, Ed Caldwell, Eric Bartschi, Philip Illidge, Edward Pram, Peter Ryan, Craig Pickett, Fiona Faust

Apologies: Les Smith

Minutes: Fiona Faust

Fiona presented meeting dates for the next 3 meetings.

Action: Fiona will speak with Philip to co-ordinate dates. (proposed dates are attached)

Philip proposed a review of the current Fund Rules. A sub-committee will be formed to look at and review the current rules.

Action: Philip, Mark and Ed will meet and review rules then bring to the next meeting for the full committee to agree on the changes.

Ed has received the financial information from the auditors, but they are still searching for the title for the Point Clare property. This should be received in the next week or so.

Letter will be drafted to member regarding payment of his dental account. We will request copies of receipts detailing the date, who the service was for and what the service was for (including item numbers).

Action: Philip and Peter will write letter by Wednesday 28th November.

Ed has spoken with Steve Goodworth and he is having trouble getting quotes to repair the tiles in the bathroom. Steve has suggested asking his father to do the necessary repairs.

Action: Ed will speak with Steve and tell him to go ahead as it is a major safety issue having the broken tiles and shower screen.

The committee had previously spoken about having the three units thoroughly cleaned on a regular basis. Paul Stott and his wife expressed interest in this when it was first discussed a few months ago and has asked if this was still a possibility. We need to put something in writing detailing what duties are required.

Action: Ed will approach Paul and let him know that yes it was still required and will arrange a date when this can begin.

A safety rail has been suggested for the back verandah of the house. With the number of families using the property it could be quite dangerous if someone was to fall over the edge.

The committee has received a letter from a neighbour at Point Clare expressing interest in hiring all three units for a weekend in February. The committee has decided that it would not be possible.

Action: Peter will respond in writing informing the neighbour of the committee's decision.

The financial status of the Fund was discussed, with member contributions and limits on the amount members are able to claim the main focus points for the committee. The committee needed to decide what they felt would best help the Fund.

Philip presented detailed figures for the past two years. It was then suggested that a limit of \$1200 per year that each member is able to claim. Ed suggested that the member contribution be increased to \$2 per week. All members of the committee who were at the meeting agreed to this and have decided that it will apply from 1st January 2002.

It was then decided that as these changes are being made mid way through the financial year, a limit of \$600 is to be applied for the six months from 1st January to the 30th June 2002. There is no such limit for the six months ended 31st December 2001. If the imposition of the limit causes undue hardship to a member, they can apply in writing to the Secretary of the Committee for possible Trauma Relief Assistance. Any such case will be assessed by review of the Committee. In all other respects the Ancillary Benefits Table is unchanged with respect to available benefits and section claim limits.

A letter will be sent to all members advising them of the changes (copy attached) and asking them to sign and return to Ed Caldwell to acknowledge that they agree to the increase and authorise an increased deduction from their wage.

Action: Peter, Ed, Philip and Mark will write and distribute letter to all members.

The time limit for claiming of invoices through the fund was also discussed and this will need to be documented in the proposed changes to the rules. For an expense to be reimbursed, a claim must be submitted within 60 days, from date of making payment.

Action: Philip, Mark and Ed to include in the proposed changes to the rules.



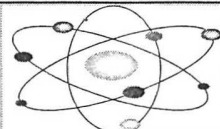
Eric Bartschi
Chairman

**PROPOSED MEETING DATES FOR THE
SICKNESS & ACCIDENT FUND COMMITTEE FOR 2002**

JANUARY Wednesday 23rd January

FEBRUARY Thursday 28th February

MARCH Wednesday 27th March



AFP BOTANY MILL SICKNESS & ACCIDENT FUND

P.O. BOX 95
MATRAVILLE
NSW 2036

Telephone: 96953555

Fax No: 96663048

Thursday, 29 November 2001

CHANGES TO MEMBER CONTRIBUTIONS AND PAYMENTS FROM 1st JANUARY 2002

To all Members,

The Committee of the Sickness & Accident Fund is charged with the responsibility of ensuring the Fund maintain sufficient funds to provide ongoing benefits to the members. The Fund Committee consists of Eric Bartschi, Edwin Caldwell, Peter Ryan (All appointed by the company) and elected members Philip Illidge, Mark Skennerton, Fiona Faust, Les Smith, Edward Pram and Craig Picket. The Committee agreed at a meeting on Friday 23rd November that the following changes are to be made to Fund Arrangements, effective from 1st January 2002.

1. That the member contribution rate be increased from 35 cents per week to \$2 per week, effective from Mill Payroll commencing Monday 31st December.
2. That an annual limit of \$1,200 per member per year be imposed on the amount of monies that a member is reimbursed for sickness & accident claims. This will be reviewed on an annual basis.
3. A time limit for claim of reimbursement is to be applied. For an expense to be reimbursed, a claim must be submitted within 60 days, from date of making payment.

As these changes are being made mid way through the financial year, a limit of \$600 is to be applied for the six months from 1st January to the 30th June 2002. There is no such limit for the six months ended 31st December 2001. If the imposition of the limit causes undue hardship to a member, they can apply in writing to the Secretary of the Committee for possible Trauma Relief Assistance. Any such case will be assessed by review of the Committee. In all other respects the Ancillary Benefits Table is unchanged with respect to available benefits and section claim limits.

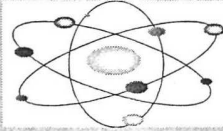
Attached is a revised payroll deduction form, which requires the member's authorisation for the increased amount to be deducted from their pay. In accordance with the Fund rules, failure to sign and return this form to Ed Caldwell by the 19th December, for applying to the first pay for January 2002, could make the member non-financial and therefore not entitled to benefits.

Should you have any questions, feel free to approach any of the Committee members.

Edwin Caldwell
Secretary – Botany Mill Sickness & Accident Fund

Peter Ryan
Treasurer – Botany Mill Sickness & Accident Fund

Eric Bartschi
Chairman – Botany Mill Sickness & Accident Fund



AFP

BOTANY MILL SICKNESS & ACCIDENT FUND

JANUARY 2002 **REVISED PAYROLL DEDUCTION AUTHORITY**

Name:

I hereby agree to have a deduction taken from my wages for membership of AFP Botany Mill Sickness & Accident Fund.

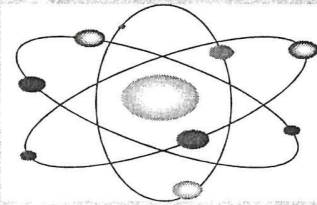
I understand and agree, that from the first pay period beginning on or after 31st December 2001, the deduction will be either \$4.00 per fortnight (Mill Employee) or \$8.67 per month (Staff Employee).

Listed below are all my eligible dependents as defined in the rules of the Fund. If There are changes for any reason it is my responsibility to advise the Secretary of the Fund. I understand that I can only claim for those individuals stated as dependants.

Dependants Name	Relationship to Member	Date of Birth

Signature:

Date:



AFP BOTANY MILL SICKNESS & ACCIDENT FUND

TABLE OF ANCILLARY BENEFITS - JANUARY 2002

1 SICKNESS BENEFITS Weekly Sickness Benefit (not Workers Compensation) see item 5.4.1 Weekly Sickness Benefit (Workers Compensation) see item 5.4.2	\$60 per week \$ 8 per week
2 AMBULANCE SERVICE Ambulance benefit, limited to five (5) services per annum	100% of charge
3 DENTAL BENEFITS Fillings, Restorations, Surgical Extractions, Peri/Endodontics Orthodontic Services, Prosthodontics, Bridge & Crown, Root Canal, Wisdom Teeth extractions (* 12 month qualifying period) The per annum amount is the total payable for all of these items, combined, NOT amount payable per item shown. Dentures. Full or partial replacement or repairs (* 12 month qualifying period) Other. Miscellaneous dental services not prescribed above	\$80 per Treatment \$1000 per annum* \$700 per annum * \$40 per service
4 THERAPIES NOT PROVIDED BY A DOCTOR Physiotherapy and Therapeutic Massage Counselling/Occupational Therapy Speech Therapy Psychological counselling Chiropractic Treatment Osteopathic Treatment Podiatry Acupuncture Naturopath Consultations	\$40 per service \$40 per service \$40 per service \$40 per service \$40 per service \$40 per service \$40 per service \$40 per service \$40 per service
5 OPTICAL Members are entitled to claim, after the 12 month qualifying period*, each 2 years, up to the amount shown (the amount includes any claims for dependants), Spectacles and/or Contact Lenses NOTE: Disposable Contact Lenses are included in this category, however a maximum of \$300 may be claimed per 2 years* for Disposable Contact Lenses, as part of the total \$800	\$800 per 2 years *
6 MISCELLANEOUS Hearing Aids, limited to one payment each two years (* 12 month qualifying period) Nebuliser / CPAP Home Nursing (when ordered by Doctor) Trauma Relief assistance, As Agreed on by the Committee Television Rental whilst in hospital	\$803 per unit per ear * \$150 per annum \$30 per service, \$400 per annum \$800 per annum no limit
ANNUAL LIMIT: <i>THERE IS AN ANNUAL OVERALL LIMIT OF \$1,200 THAT CAN BE REBATED TO ANY ONE MEMBER IN ANY ONE (1) FINANCIAL YEAR. FOR THIS PURPOSE TRAUMA RELIEF GRANTED BY THE COMMITTEE WILL BE CONSIDERED OUTSIDE THE LIMIT.</i>	
TIME LIMIT: ALL EXPENSES MUST BE CLAIMED WITHIN 60 DAYS OF MAKING PAYMENT.	

Ed Caldwell

From: Ed Caldwell
Sent: Friday, 26 October 2001 11:56 AM
To: Botany Sick and Accident Committee (AFP); Craig Pickett
Subject: Notice of motion for AGM

Folks

Please review the attached.

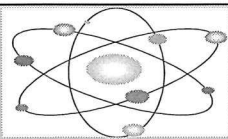
We will need to present this (following your review) as an official Motion at the AGM.

I have contacted AMCOR Investments & Monger Molloy Auditors and they (MM) should be able to finalise our financial statements fairly soon.



S&Anotice2001.DOC

ED C



BOTANY MILL SICKNESS & ACCIDENT FUND

ANNUAL GENERAL MEETING Of the SICKNESS & ACCIDENT FUND

THURSDAY 39th NOVEMBER, 2001

Notice of Motion.
Proposed Rule Changes

1. NAME

The name of THE FUND shall be "APM Botany Mill , Security Plan, Sickness & Accident Fund" hereafter referred to as "THE FUND". Any reference to "THE COMPANY", will be taken to mean "Amcor Ltd" trading as "Amcor Fibre Packaging Australia".

3.1 & 3.4.ii

Remove references to "Newcastle"

4. Contributions.

Each member shall contribute an amount of \$0.35??, per week to be deducted directly from their fortnightly or monthly pay.

6.8 Meetings

The committee shall meet at least once every two months.

7.1 Committee

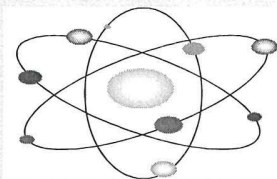
The committee shall meet at least once every two months to deal with any matters arising from or since the last meeting.

Any member of the committee can request a committee meeting at any time and provided a quorum can be obtained a meeting will be held.

8.5.iv

In shares (preference or ordinary) or debentures of Amcor Ltd or Paperlinx Ltd.

In addition we will need to change rule 5.1 to limit how old a receipt can be and still be paid for and also we need to define which is the relevant date for the application of this rule. A. Date of Service, B. Date of receipt, or C Date of claim.



APM BOTANY MILL SECURITY PLAN SICKNESS & ACCIDENT FUND

14th December 2001

ANNUAL GENERAL MEETING

Present: Philip Illidge, Les Smith, Peter Ryan, Edward Pram, Fiona Faust, Eric Bartschi, Edwin Caldwell, Mark Skennerton, Stephen Smith, Burke Melia, Shaun Kilmartin, Craig Walters, Karen Whitaker, Shane Kelly

1. **Chairman's Opening Address** **Eric Bartschi**

The Chairman welcomed everyone to the meeting and declared the meeting open.

2. **Acceptance of minutes from 2000 AGM**

Everyone was given a copy of the minutes from the previous Annual General Meeting.

Les Smith moved the minutes be accepted and Edward Pram seconded the motion.

3. **Treasurer's Report** **Peter Ryan**

Copies of the Annual Financial Report were available for all who attended the Annual General Meeting.

Peter gave a report on the Financial Status of the Fund (copy attached). This included some graphs showing the reasons why the contributions to the fund have been increased and what would happen if contributions remained at the same rate.

Further copies of the Annual Report are available from Peter Ryan or Ed Caldwell.

Philip Illidge moved that the Financial Report be accepted and Mark Skennerton seconded the motion.

4. Secretary's Report**Ed Caldwell**

Ed Caldwell presented a report on Point Clare and explained that there had been no money spent on Point Clare during the past Financial Year because of lack of funds. Next year the committee will be looking at a number of necessary improvements that are needed to maintain the condition of the properties. These will include painting of Flat 1 and Flat 2, a railing placed on the back verandah of the house and some concreting.

5. Notice of Motion**Philip Illidge**

The current committee have proposed the following rule changes (everyone present at the meeting was given a copy):

1. Name

The name of THE FUND shall be "APM Botany Mill , Security Plan, Sickness & Accident Fund" hereafter referred to as "THE FUND". Any reference to "THE COMPANY", will be taken to mean "Amcor Ltd" trading as "Amcor Fibre Packaging Australasia".

3.1 Eligibility

All full time permanent staff and employees of The Company, employed either at AFPA Botany Mill or by NSW Recycling department, will be eligible for membership of The Fund.

3.4 Membership of THE FUND will cease

ii On the member being transferred from AFPA Botany Mill or NSW Recycling.

3.7 Honorary Membership

- (i) Upon the member reaching or surpassing normal retirement age.
- (iii) Upon the member reaching 55 years of age, is made redundant, accepts a Voluntary Redundancy or retires, and who pays to The Fund an amount equivalent to 25% of what they would have contributed had they remained employed with THE COMPANY until their 65th birthday.

4. Contributions.

Each member shall contribute an amount equivalent to \$2.00 per week.

Employee contributions will be deducted from wages, fortnightly, (salaried staff monthly). Any member in receipt of payment from The Fund shall continue to contribute to The Fund.

5.1 Ancillary Benefits**5.1.1 Annual Limit for Ancillary Benefits**

That an annual limit of \$1,200 per member per year be imposed on the amount of monies that a member is reimbursed for sickness & accident claims. This will be reviewed on an annual basis.

A limit of \$600 is to be applied for the six months from 1st January to the 30th June 2002. There is no such limit for the six months ended 31st December 2001. If the imposition of the limit causes undue hardship to a member, they can apply in writing to the Secretary of the Committee for possible Trauma Relief Assistance. Any such case will be assessed by review of the Committee. In all other respects the Ancillary Benefits Table is unchanged with respect to available benefits and section claim limits.

5.1.2 Claims for Ancillary Benefits

Claims must be made on the claim form provided to the Secretary of the Fund and signed by the claimant. All claims must be accompanied by original itemised receipts, or for members, in Private Health Funds claiming the difference between what the Private Health Fund refund and the original charge, the tabled receipt from the Private Health Fund is acceptable.

5.1.3 Time Limit

A time limit for claim of reimbursement is to be applied. For an expense to be reimbursed, a claim must be submitted within 60 days, from date of making payment.

5.2 Funerals

Members and their dependants as defined and Honorary Members are eligible for Funeral Benefits as prescribed in *Appendix B*.

6.8 Meetings

The Committee shall meet at least once every two months.

Any member of the committee can request a committee meeting at any time and provided a quorum can be obtained a meeting will be held

Insert new clause

6.16 Chairman's Duties

The chairman will preside at all meetings of the Fund and follow and apply the rules of the Fund as set out.

6.17 Bank Account Operation

Bank Account operations shall be made by any two (2) of the Chairman, Secretary, Treasurer or Members Trustee signing conjointly.

7.1 Committee

The committee shall meet at least once every two months to deal with any matters arising from or since the last meeting.

Any member of the committee can request a committee meeting at any time and provided a quorum can be obtained a meeting will be held.

7.4

Add: "A quorum shall consist of twelve (12) or more financial members."

8.5. Investment of Funds

iv In shares (preference or ordinary) or debentures of Amcor Ltd or Paperlinx Ltd.

8.6 Signatures

With respect to all matters concerning investments of THE FUND, the signature of the Secretary and one other Trustee shall be necessary.

The changes to the rules were proposed by Ed Caldwell and seconded by Philip Illidge.

6. Elections**Eric Bartschi**

Tabled letter from Shaun Kilmartin appointing Company Representatives.

Eric Bartschi	Chairman
Peter Ryan	Treasurer
Ed Caldwell	Secretary

There were 5 nominations for the 6 committee positions, and those 5 were elected unopposed. Two nominations were then taken from the floor and a vote was held and the new committee will be:

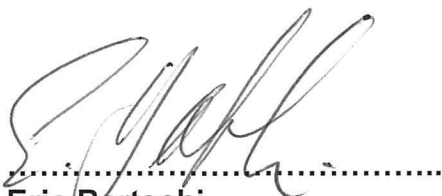
Philip Illidge
Edward Pram
Fiona Faust
Les Smith
Mark Skennerton
Raelene Davidson

Mark Skennerton was elected unopposed to the position of Members Trustee.

7. General Business

There was no general business.

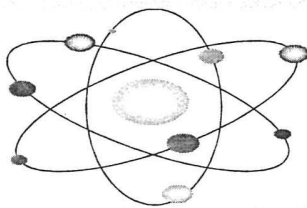
The meeting was declared closed at 2:55pm.



Eric Bartschi
Chairman



Ed Caldwell
Secretary



APM BOTANY MILL SECURITY PLAN SICKNESS & ACCIDENT FUND

Minutes of Meeting Wednesday 23rd January 2002

Present: Mark Skennerton, Ed Caldwell, Eric Bartschi, Les Smith, Philip Illidge, Edward Pram, Raelene Davidson, Fiona Faust

Minutes: Fiona Faust

Ed reported that 1 person from Enfield had dropped out of the fund because of the new rules.

The Committee looked at the wording for points 5.1.1 and 5.1.3. The Committee have agreed that the wording could be misinterpreted by the members.

Ed, Philip and Peter have spoken with James Day and requested written receipts for the old invoices he is wanting to claim for. Ed spoke to the Dentist's secretary and explained why these were necessary. James has now produced these receipts. The Committee has agreed to wait for Peter Ryan to return from leave before a decision is made on the amount of the claim to be paid.

Ed has received a letter from a member stating the new rules will cause him hardship because he has committed to orthodontic work for a member of his family, and the new rules will not enable him to claim more than \$200 for anything else for his family each year. The member has submitted two claim forms which will bring him over his limit in January.

Action: Ed will check to see how much this member has been paid so far for the current financial year.

Ed has received a letter from Paul Stott asking if the committee still wanted him and his wife to periodically clean the Point Clare properties. The committee have all agreed that this should go ahead and a sub-committee will be formed to decide on the duties required.

Action: A sub-committee consisting of Ed Caldwell, Eddie Pram and Fiona Faust will meet to draft up required tasks, and this will be presented at the next meeting.

Ed said that the fund currently has \$8,000 in the bank and \$12,000 in bills yet to be paid. He may need to reduce the Fund's investments in order to pay these bills.

The title searches have been completed on the Point Clare properties. One property is in the name of APM Investments, with the other one in the name of H. Dennis and M. Ovens. Both of these people no longer work for the company and need to be removed from the title.

Fiona was approached by an employee from PET enquiring about the use of Point Clare. The committee have decided to continue this discussion at the next meeting.

This year's Christmas picnic will be held on Sunday 1st December 2002. Fiona is currently looking at an alternative venue, and is waiting on pricing and information from Symbio Animal Park.

Next Meeting
Thursday 28th February

.....
Eric Bartschi
Chairman

APM Security Plan Sickness & Accident Fund (In Liquidation) ('the Fund')

Preliminary investigation: rules and members | 25 October 2022

The purpose of this memorandum is to set out the initial findings of our review of the books and records of the Fund ('Books and Records'), focused on the various iterations of the Rules governing the Fund over time, the identification of potential members of the Fund, and a determination of the various classes of members of the Fund.

1 Which Rules govern the Fund?

1.1 Sets of Rules

The Books and Records include six separate iterations of the Rules, as set out in the table below:

Relativity reference	Year
ARB.001.002.0002	1979
ARB.001.002.0004	1982
ARB.001.002.0005	2000
ARB.001.002.0006	2001
ARB.001.002.0013	2005
ARB.010.001.0002	2008

There are also several sets of extracts of the above iterations of Rules contained in the Books and Records. Namely, ARB.001.002.0003 and ARB.002.002.0034, which are both extracts of the 1982 Rules.

As at the date of this memorandum, these are the only iterations of the Rules known to exist. However, it is noted the 2008 version of the Rules was provided by an Interested Person of the Fund to the New Trustee. The 2008 Rules were not in the Books and Records; therefore, it is quite possible that the Rules in the Books and Records are not a comprehensive set.

No sets of Rules are signed or otherwise designated as being a final, governing set of Rules. It is understood that the Fund commenced operation in the early 1950s. It is therefore unclear if an operational set of Rules existed in the almost thirty years prior to the 1979 set of Rules, or if this set is in fact the original version.

Several documents in the Books and Records also refer to the Rules generally, including:

- In document ARB.002.002.0030 dated 22 May 1992, Henry Davis York ('HDY') writes to the Fund and states "we have reviewed the proposed Rules for the Society, which we understand were originally prepared by Messrs KPMG Peat Marwick...[and] formed the view that a number of minor alterations were necessary". This document does not contain the proposed Rules or proposed alterations referred to by HDY. There is a substantial period of time between the 1982 sets of Rules and this correspondence, and no apparent alterations to the Rules until 2000. This may indicate additional Rules or variations existed during this time.
- In document ARB.002.002.0018 dated 21 May 1993, the New South Wales Financial Institutions Commission writes to HDY in respect of the Fund as a proposed friendly society, rejects the proposed Rules and provides specific feedback on drafting. The specific feedback does not align to the content or section numbers of any set of Rules, indicating there may be additional iterations of the Rules not contained in the Books and Records.
- In document ARB.001.002.0010 dated 14 October 2008, Botany Mill Commercial Manager Peter Ryan writes to HDY requesting advice and includes a reference to 'the current Rules of the Fund 2001' and 'the 1982 Rules of the Fund'. It is unclear why the three sets of Rules (2001, 2005 and 2008) published after the Rules Mr Ryan refers to as 'the current Rules' were not referred to as the most appropriate set.

In summary, while there are six iterations of the Rules in the Books and Records, this does not appear to be a comprehensive set, nor is there a clear way to determine which Rules were used at various points in time.

Separately, there is no commentary in any iteration of the Rules regarding provisions for winding up the Fund or distributing the Fund's assets.

1.2 Alterations and additions to the Rules

The iterations of the Rules vary in several sections, with key sections and changes set out in Appendix A. Alterations largely relate to the quantum of benefits payable and membership requirements, such as changes in required employing entity from Australian Paper Manufacturers Ltd in 1979/1982, to Amcor Ltd from 2000 onwards.

The earliest set of Rules (1979 Rules) and all other sets of Rules in the Books and Records require alterations and additions to the Rules be made with a three-fourths majority vote at a general meeting of the Fund. The following is a provision of the earliest set of Rules:

7. MEETINGS

(e) Alteration to Rules:

The rules of the Fund shall only be altered or added to at a general meeting by a three-fourths majority vote of the members present and entitled to vote.

Notice of such intention to alter any rule must be posted on the Fund's Official Notice Board at least seven days prior to the date of the meeting.

Notwithstanding the foregoing, no alteration or addition to any of the rules shall be valid unless the Company consents to such changes.

(f) Alterations to Contributions or Benefits:

Alterations to contributions by the members and alterations to the benefits may only be authorised by a three-fourths majority of members present and entitled to vote at a special general meeting.

Based on the above, the iterations of the Rules would require a vote be passed detailing each change between the sets of Rules, in order for those Rules to validly govern the Fund.

There are several committee meeting and AGM minutes contained in the Books and Records. The earliest minutes are dated 10 February 1999, indicating there are at least two versions of the Rules which were drafted prior to records existing to confirm if a three-fourths majority vote was achieved. Hence, there is no way to determine if the alteration process was complied with, or if officers and members of the Fund adopted a different process for at least the 1979 and 1982 Rules.

While there are few mentions of alterations to the Rules, several sets of minutes in the Books and Records refer to the Rules more generally, including:

- Action items including a re-write of Rules
- Various changes made to ancillary benefits claimable / table of benefits
- Proposing a future review of Fund Rules
- Discussing potential misinterpretation of the Rules.

No minutes in the Books and Records specifically identify a copy of the Rules by year or version number. A summary of the various minutes from meetings in the Books and Records is at Appendix B.

In respect of requirements to alter the Rules, the Books and Records reveal the following:

- One set of Rule changes were proposed and seconded at an AGM held on 14 December 2001 (document ARB.002.004.0033). The minutes record proposed amendments to the Rules being passed by members, which are subsequently incorporated into the 2001 Rules.
- There are instances of the benefits and claimable limits being altered, seemingly without a three-fourths majority being reached. For example, a meeting of the Committee in November 2001 (document ARB.002.004.0020) records a limit of \$1,200 on claims and member contributions increased being decided by the Committee. This is despite the Rules indicating alterations of this nature require a special general meeting and majority member vote.

There do not appear to be any other instances of Rule changes being either proposed or seconded at an AGM of the Fund beyond the 2001 amendments. However, based on the review of the Books and Records, it is evident the minutes are not a comprehensive set and hence amendments may have been made without evidence available to support these changes.

2 What membership class or classes exist?

The various sets of Rules contain differing membership eligibility requirements, as set out in Appendix A. Over time, membership eligibility has included:

- All employees of the Australian Paper Manufacturers Limited
- Employees of Demcon, provided levies in arrears paid
- All full-time employees of Amcor Ltd employed at the Botany Mill or for NSW Recycling Department at Enfield and Newcastle
- All full-time employees of Amcor Ltd employed at the APFA Botany Mill or for NSW Recycling Department.

Additionally, the Rules are generally consistent with noting when membership ceases, being:

- When the member leaves the employ of the relevant entity (Australian Paper Manufacturers Ltd or Amcor Ltd / NSW Recycling, dependent on the set of Rules).
- If the member is expelled pursuant to the Rules.

In addition to the above 'ordinary' members of the Fund, all sets of Rules also include 'honorary members', being those members with 10 or more years continuous membership.

The Books and Records contain various lists of members over time. The lists of members available in the Books and Records, for both categories of membership, have been transcribed to Excel (*refer excel document 'Member listings over time'*).

2.1 Earliest List

The apparent earliest list of members is contained at document ARB.001.001.0001 in Relativity ('Earliest List'). The Earliest List appears to have been maintained from the inception of the Fund and includes details of 295 members. In respect of the Earliest List:

- Each member has a 'date started'. Start dates range from the years 1919 to 1976. Given this range:
 - Membership appears to pre-date both the commencement of the Fund's operations in the 1950s, and the earliest set of Rules dated 1979.
 - Given membership pre-dates the Rules, it is unclear how the Earliest List was formulated.
 - The list is not current and does not cover any employees commencing from 1976 onwards, and hence cannot be considered a comprehensive list.
- All members have a 'date finished' recorded. This indicates it is a record of members who were not 'current' members, and instead may have been considered honorary members or simply 'former' members.
- The Earliest List appears to record death benefits and funeral benefits only. These items are recorded in various forms in the document, including as 'date death', 'benefit paid', 'paid' and strikethroughs to records. There are no sickness or other benefits recorded in the Earliest List.
- The Earliest List records members at both 'Botany' and 'Pyrmont'. It is assumed 'Botany' relates to employees of the Botany Mill, as defined in the Rules. It is unclear which entity Pyrmont relates to or in which Rules these individuals are considered members of the Fund.
- The Earliest List includes 'birth dates' for each individual. Birth dates range from the year 1894 to 1924. Given the substantial length of time and the above assumption that the list records former employees only, it is assumed the list of members is deceased, despite death dates not being listed for all individuals.

2.2 Latest List

Over time, there have been various accounts on the number of individuals who are members of the Fund, including:

- Minutes from a committee meeting held in March 2010 references fund membership as c. 100 members (ARB.002.004.0101)
- Attendance list from an AGM in December 2003 lists only 14 attendees (ARB.002.004.0069).

An email from Fiona Faust (committee member of the Fund) dated 13 June 2012 lists 32 current members of the Fund. It is not clear how this list was determined; however, it is understood that all listed 'current members' were employees at Botany Mill who were fee-paying members of the Fund at the time of the email. This list appears to be the most recent listing of

members contained in the Books and Records. An email was sent to the listed individuals on 15 June 2012 notifying them of the wind-up of the Fund (ARB.001.002.0016).

2.3 Honorary members

From the earliest set of Rules dated 1979, an honorary member is defined as follows:

HONORARY MEMBERS: A member of the Fund who retires after ten (10) or more years continuous membership of the Fund, may at the absolute discretion of the Committee become an Honorary Member of the Fund.

Per the Rules, honorary membership qualified the member to a Fund Mortality Benefit payable to the member's next of kin, estate or person otherwise responsible for the payment of the member's funeral expenses.

In addition to the Earliest List, document ARB.001.001.0001 also included two separate lists of honorary members. The first list is a typed list consisting of 176 individuals, listing 'Pd' values. The second list is handwritten, consisting of 208 individuals with dollar values and 'paid' dates for 86 of the 201 listed. There is some overlap in individuals in each version of the list, however, given there is no further information that a surname and first initial, it is difficult to determine the time period each list relates to, and hence when the list (including payments made), was last updated.

The Latest List does not assign a category of membership to each of the 32 members remaining at 13 June 2012. Hence, it is unclear based on the Books and Records whether these individuals were 'ordinary' members at the time or had achieved honorary membership.

In addition to the listed honorary members, qualification for honorary membership may be considered more broadly. It is understood that the Botany Mill has an achievement board on site, listing all employees with at least 20 years of service. While membership would also be dependent on payment of membership dues over time, the achievement board provides a further reference point for length of service for members and likely qualification as an 'honorary member'. Images of the achievement board are at Appendix C.

3 Summary of findings

- There are six iterations of the Rules, the earliest dated 1979. It is difficult to ascertain if this is a comprehensive set of Rules, and if the 1979 Rules are the earliest in light of the Fund having commenced some 20-30 years earlier.
- To alter the Rules, a three-fourths majority vote at a general meeting was required. There is evidence of this occurring once in the Books and Records. Given there are limited minutes in the Books and Records (notably none pre-dating 1999), it is unclear whether other amendments were validly passed in accordance with the Rules.
- There are limited references to any specific set of Rules in the Books and Records. Hence, it is unclear if the various iterations of the Rules actually governed the activities of the Fund, and at which point in time.
- Given all sets of Rules confirm membership ceases upon leaving employ of the relevant entity (the latest being Amcor), it is likely the case that there are no 'current' members of the Fund. Membership is therefore likely to be limited to honorary members.
- The latest number of honorary members is not known, however is likely to consist of an amalgamation of members from the Earliest List and other lists over time. It is noted that the Earliest List of members appear to have largely recorded benefits as already having been paid.

Appendix A – Comparison of Rules

Category	1979	1982	2000	2001	2005	2008
Membership	3(a) All employees of Australian Paper Manufacturers Ltd provided they are medically examined within six months	3(a) All employees of Australian Paper Manufacturers Ltd provided they are medically examined within six months	3.1. All full time permanent staff and employees of Amcor Ltd, employed at the Botany Mill or for NSW Recycling Department at Enfield and Newcastle	3.1. All full time permanent staff and employees of Amcor Ltd, employed at the AFPA Botany Mill or by NSW Recycling Department	3.1. All full time permanent staff and employees of Amcor Ltd, employed at the AFPA Botany Mill or by NSW Recycling Department	3.1. All full time permanent staff and employees of Amcor Ltd, employed at the AFPA Botany Mill or by NSW Recycling Department
	3(a) Committee may accept Restricted Members	3(a) Committee may accept Restricted Members	3.2. Minimum service period at Amcor of 26 weeks, including 26 weeks of contributions to the Fund before they can claim benefits	3.2. Minimum service period at Amcor of 26 weeks, including 26 weeks of contributions to the Fund before they can claim benefits	3.2. Minimum service period at Amcor of 26 weeks, including 26 weeks of contributions to the Fund before they can claim benefits	3.2. Minimum service period at Amcor of 26 weeks, including 26 weeks of contributions to the Fund before they can claim benefits
	3(a) Employees of Demcon may be admitted as full members provided levies in arrears paid					
Exceptions	3(b) Male employees 60+ and female employees 55+	3(b) Male employees 60+ and female employees 55+				
Membership ceases	3(e) On leaving employ of APM or expulsion	3(e) On leaving employ of APM or expulsion	3.4. On leaving employ of Amcor, being transferred from AFP Botany or NSW Recycling Enfield and Newcastle or on expulsion	3.4. On leaving employ of Amcor, being transferred from AFPA Botany or NSW Recycling or on expulsion	3.4. On leaving employ of Amcor, being transferred from AFPA Botany or NSW Recycling or on expulsion	3.4. On leaving employ of Amcor, being transferred from AFPA Botany or NSW Recycling or on expulsion
Unfinancial members	3(f) Two weeks in arrears	3(f) Two weeks in arrears	3.5. One month in arrears	3.5. One month in arrears	3.5. One month in arrears	3.5. One month in arrears
Contributions	4. 35 cents per week deducted from pay	4. 35 cents per week deducted from pay	4. 35 cents per week deducted from pay	4. \$2.00 per week deducted from pay	4. \$2.00 per week deducted from pay	4. \$2.00 per week deducted from pay
Selected benefit	5(a) Sickness/accident \$65 first week absent member with dependent	5(a) Sickness/accident \$65 first week absent member with dependent	Appendix A - \$60 per week sickness benefit	Appendix A - \$60 per week sickness benefit	Appendix A - \$60 per week sickness benefit	Appendix A - \$60 per week sickness benefit
Funeral benefit	5(f)(i) Death of member or honorary member \$400	5(f)(i) Death of member or honorary member \$400	Appendix B - \$5000 for member, \$800 for honorary member	Appendix B - \$5000 for member, \$800 for honorary member	Appendix B - \$5000 for member, \$800 for honorary member	Appendix B - \$5000 for member, \$800 for honorary member



Honorary members	5(f)(iv) 10 or more years continuous membership	5(f)(iv) 10 or more years continuous membership	3.7. 10 or more years continuous service	3.7. 10 or more years continuous service	3.7. 10 or more years continuous service	3.7. 10 or more years continuous service
Committee	6(a) Two management representatives and seven elected representatives of the members	6(a) Two management representatives and seven elected representatives of the members	6.1. Three management representatives and six representatives of the Fund	6.1. Three management representatives and six representatives of the Fund	6.1. Three management representatives and six representatives of the Fund	6.1. Three management representatives and six representatives of the Fund
Alteration to the Rules	7(e) Altered or added at general meeting by a three-fourths majority vote	7(e) Altered or added at general meeting by a three-fourths majority vote	7.5. Altered or added at general meeting by three-fourths majority vote	7.5. Altered or added at general meeting by three-fourths majority vote	7.5. Altered or added at general meeting by three-fourths majority vote	7.5. Altered or added at general meeting by three-fourths majority vote
Trustees	9(b) Three trustees - one an appointed trustee by the company, members' trustee, secretary	9(b) Three trustees - one an appointed trustee by the company, members' trustee, secretary	8.2. Three trustees - one appointed by company, members' trustee and secretary	8.2. Three trustees - one appointed by company, members' trustee and secretary	8.2. Three trustees - one appointed by company, members' trustee and secretary	8.2. Three trustees - one appointed by company, members' trustee and secretary
Other		Limit of claimable benefits increased from \$25 p.a. in each category (1979) to \$200	There is reference to the \$5000 funeral benefit replacing the "prior Funeral benefit payment (of \$1200) and the Mortality benefit (of \$800)". These benefits are not in the 1982 rules.	5.1.1. Introduces yearly limit on ancillary benefits of \$1,200 per member to be reviewed on an annual basis	Appendix A - maternity payment introduced at \$600 per child	Appendix A - benefit pricing amended

Appendix B – Meeting Minutes

Relativity reference	Date	Alteration proposed?	Type of meeting
ARB.002.004.0002	10/02/1999	No	Committee
ARB.002.004.0003	3/03/1999	No	Committee
ARB.002.004.0004	14/04/1999	No	Committee
ARB.002.004.0005	6/05/1999	No	Committee
ARB.002.004.0007	8/05/1999	No	Committee
ARB.002.004.0006	2/06/1999	No	Committee
ARB.002.004.0008	12/10/1999	No	AGM
ARB.002.004.0009	27/10/1999	No	Committee
ARB.002.004.0010	2/03/2000	No	Committee
ARB.002.004.0012	9/05/2000	No	Committee
ARB.002.004.0013	9/11/2000	No	AGM
ARB.002.004.0011	4/12/2000	No	Committee
ARB.002.004.0014	10/04/2001	No	Committee
ARB.002.004.0015	19/10/2001	No	Committee
ARB.002.004.0019	16/11/2001	No	Committee
ARB.002.004.0020	23/11/2001	Yes	Committee
ARB.002.004.0016	29/11/2001	Yes	AGM
ARB.002.004.0033	14/12/2001	Yes	AGM
ARB.002.004.0034	23/01/2002	No	Committee
ARB.002.004.0043	2/05/2002	No	Committee
ARB.002.004.0042	19/12/2002	No	AGM
ARB.002.004.0044	11/04/2003	No	Committee
ARB.002.004.0046	29/05/2003	No	Committee
ARB.002.004.0047	14/08/2003	No	Committee
ARB.002.004.0056	15/09/2003	No	Committee
ARB.002.004.0062	3/10/2003	No	Committee
ARB.002.004.0066	4/12/2003	No	AGM
ARB.002.004.0072	29/11/2004	No	AGM
ARB.002.004.0073	20/04/2005	No	Committee
ARB.002.004.0076	19/05/2005	No	Committee
ARB.002.004.0079	10/11/2005	No	Committee
ARB.002.004.0080	12/01/2006	No	Committee
ARB.002.004.0085	19/02/2008	No	Committee
ARB.002.004.0086	22/04/2008	No	Committee
ARB.002.004.0100	24/06/2008	No	AGM
ARB.002.004.0101	5/03/2010	No	Committee
ARB.002.004.0071	22/04/2004	No	Committee
ARB.002.004.0104	26/08/2019	No	Committee

Appendix C – Botany Mill achievement board

Name	from	to	yrs.	Name	from	to	yrs.	Name	from	to	yrs.
J.W.BARNARD	1.05.1929	28.02.1975	45.9	F.C.FOSTER	17.05.1940	12.08.1974	34.3	R.J.JOHNSTON	1.05.1946	9.10.1978	32.5
D.N.OWEN	10.06.1931	28.02.1975	43.8	R.R.NICKERSON	5.06.1940	9.10.1978	38.4	M.A.MANWARING	20.05.1946	16.12.1978	32.6
D.W.LAVENDER	31.08.1931	7.10.1978	47.1	E.GILLET	29.07.1940	3.10.1978	38.2	B.V.NASH	3.06.1946	24.11.1975	29.5
G.J.FELLOWS	13.11.1931	29.7.1978	46.7	R.G.WEBB	17.09.1940	29.11.1974	34.2	H.BRYSON	3.07.1946	6.10.1978	32.3
A.H.KESPER	1.01.1932	21.03.1975	43.2	L.W.MACKENZIE	20.01.1941	16.12.1978	37.9	E.T.JONES	30.07.1946	21.08.1975	29.1
L.A.BROWN	1.07.1932	13.02.1976	43.6	N.L.MACKENZIE	21.01.1941	11.08.1978	37.6	D.A.FLETT	1.08.1946	16.12.1978	32.4
F.BUNDY	21.09.1933	1.04.1975	41.6	C.E.WATTS	3.03.1941	2.05.1975	34.2	A.HOOK	5.08.1946	10.01.1975	28.5
D.H.WENMAN	17.04.1934	4.06.1982	48.2	R.L.JOYCE	22.04.1941	5.07.1974	33.2	J.D.MITCHELL	11.09.1946	15.07.1975	28.9
L.GARDINER	14.04.1936	23.08.1975	39.4	R.J.SMITH	19.05.1941	20.09.1975	34.4	J.B.RAE	12.09.1946	2.01.1985	38.3
C.THORPE	2.09.1936	16.12.1978	42.3	J.E.SMITH	26.05.1941	12.09.1975	34.3	K.A.SAINSBURY	4.11.1946	6.05.1983	36.5
A.J.WENMAN	25.01.1937	9.10.1978	41.7	R.G.BROWN	17.06.1941	16.12.1978	37.5	N.HILL	5.12.1946	17.12.1975	29.1
P.SHARP	17.02.1937	6.10.1978	41.7	R.H.STEED	1.07.1941	2.05.1975	33.9	J.J.CAPLICE	9.01.1947	13.08.1978	29.6
G.A.WITCHER	15.03.1937	28.02.1986	49.0	C.FREED	1.07.1941	29.11.1974	33.4	R.A.SETCHELL	9.01.1947	13.10.1978	31.8
A.LEE	23.08.1937	16.02.1978	41.3	F.J.LINDENBAUR	15.07.1941	1.07.1977	36.0	R.L.JEFFREE	7.02.1947	6.04.1977	30.1
B.C.SPICER	13.09.1937	13.10.1978	41.1	J.W.KAY	3.09.1941	12.07.1974	32.9	T.G.SOMMERVILLE	14.04.1947	13.10.1978	31.5
L.WILLARD	20.09.1937	31.01.1975	37.4	M.THORPE	24.09.1941	16.12.1978	37.3	P.J.KELLY	21.04.1947	16.12.1978	31.7
K.L.SAXBY	6.12.1937	23.01.1981	43.2	A.W.TREVITHICK	7.10.1941	31.01.1977	35.3	E.H.WALKER	5.05.1947	19.07.1974	27.2
R.FEGAN	7.02.1938	16.12.1978	40.9	R.A.RIGBY	15.12.1941	7.07.1978	36.6	R.T.WOODS	12.05.1947	20.08.1975	28.3
F.W.SCAMMELL	3.03.1938	13.10.1978	40.6	F.D.KELLY	6.01.1942	16.12.1978	37.0	R.T.DIXON	12.05.1947	7.10.1978	31.4
R.W.BROWN	10.01.1939	30.09.1988	49.8	V.O.KAISER	4.02.1942	30.04.1976	34.3	N.BURGESS	13.06.1947	19.05.1978	31.0
H.F.HERBERT	1.04.1939	16.01.1976	37.8	C.SAWYER	12.02.1942	25.11.1978	36.8	H.B.BROWN	15.09.1947	31.10.1979	32.1
A.G.BUNDE	1.04.1939	12.03.1976	38.0	N.H.GRIFFIN	15.06.1942	26.09.1986	44.3	H.G.RUSSELL	22.09.1947	16.12.1978	31.3
J.PARKS	10.10.1938	12.02.1976	37.3	K.C.NEEDHAM	3.08.1942	7.10.1978	36.2	A.DERBYSHIRE	22.09.1947	16.12.1978	31.3
K.MOYES	10.10.1938	12.02.1976	37.4	S.J.TRIST	8.09.1943	22.11.1976	33.2	J.F.BELLAMY	25.09.1947	31.05.1978	30.7
S.FELLOWS	10.10.1938	24.01.1975	36.3	J.L.SOMMERVILLE	10.01.1944	8.10.1978	34.8	R.GREGORY	15.10.1947	17.12.1975	28.2
W.TURNBULL	24.01.1939	28.07.1981	42.5	N.G.BARLOW	10.01.1944	30.08.1988	44.7	L.W.STEWART	3.11.1947	20.08.1976	28.8
J.S.ROPE	3.05.1939	6.09.1974	35.4	W.McKEIG	25.06.1944	22.09.1975	31.3	N.R.MOORE	5.01.1948	25.05.1987	39.4
H.W.RICHARDS	10.05.1939	29.10.1982	43.5	K.R.MANSFIELD	20.07.1944	28.02.1975	30.6	R.L.MAXWORTHY	30.01.1948	11.07.1977	29.5
J.MACDONALD	21.06.1939	29.11.1974	35.5	M.W.WIGGINS	21.09.1944	6.05.1983	38.6	P.S.WEARN	17.02.1948	6.05.1983	35.2
J.J.DOWSE	12.08.1939	1.03.1975	35.5	E.A.NIALL	12.03.1945	16.12.1978	33.2	F.RIX	8.03.1948	16.12.1978	30.8
J.F.SULLIVAN	14.08.1939	28.10.1982	43.2	S.W.BUCKLEY	6.04.1945	30.08.1985	40.4	J.A.ALDER	14.03.1948	8.03.1982	34.0
J.R.KIRKWOOD	30.10.1939	1.04.1975	35.4	P.J.LAVERY	29.05.1945	31.05.1978	33.0	G.R.DREW	22.03.1948	4.08.1977	29.4
G.S.BENNETT	1.11.1939	5.08.1978	38.8	C.J.PYLE	17.10.1945	24.11.1978	33.1	A.F.LINSLEY	1.04.1948	16.12.1978	30.7
E.W.PEOPLES	13.11.1939	5.05.1978	38.5	G.E.MARTIN	22.10.1945	16.12.1978	33.2	R.W.HILLS	6.04.1948	22.08.1975	27.4
H.S.WILLIAMS	15.12.1939	12.07.1974	34.6	K.G.McNABB	29.10.1945	31.12.1975	30.2	J.M.DALTON	22.04.1948	7.04.1977	29.0
R.L.COLHOUN	22.01.1940	12.10.1978	38.7	A.J.ABSALOM	28.10.1945	22.08.1975	29.8	L.H.SOUTAR	27.04.1948	17.03.1975	26.9
N.A.ROLLINGS	30.01.1940	12.10.1978	38.7	C.J.TRIST	18.01.1946	6.10.1978	32.7	T.J.CHISWICK	10.05.1948	4.03.1975	26.8
J.M.HAYES	31.01.1940	16.12.1978	38.9	J.O.BURGESS	31.01.1946	31.01.1975	29.0	B.McKAY	28.06.1948	28.02.1975	26.7
T.M.DUXBURY	8.04.1940	30.06.1982	42.3	N.E.NIXON	14.02.1946	22.08.1975	29.5	K.J.O'CONNOR	13.07.1948	16.12.1978	30.4
H.W.McKEIG	22.04.1940	10.01.1975	34.7	R.F.FURLONG	19.02.1946	10.02.1978	32.0	W.MABON	18.07.1948	20.05.1977	28.9
W.S.MABON	23.04.1940	16.12.1978	38.7	S.BROOM	24.04.1946	7.10.1978	32.5	L.W.WREN	27.07.1948	28.07.1975	27.0
J.MATHESON	23.04.1940	16.12.1978	38.7					D.APOCOTTOS	15.09.1948	11.11.1986	37.2
C.L.McGLYNN	24.04.1940	17.07.1974	34.3					R.COILLIS	29.09.1948	14.12.1982	34.2
W.J.CHAPMAN	25.04.1940	23.08.1979	39.4					H.CRANEY	11.10.1948	16.12.1978	30.2
J.R.PIKE	1.05.1940	3.03.1975	34.9					L.V.ODONNELL	9.11.1948	16.12.1978	30.1
G.T.ARMSTRONG	6.05.1940	16.12.1978	38.6					T.J.COOK	9.11.1948	20.03.1975	26.4

Name	from	to	yrs.	Name	from	to	yrs.	Name	from	to	yrs.
L.W.DODD	15.11.1948	30.03.1978	29.4	C.HOLMES	8.05.1951	22.11.1974	23.6	S.M.NAGY	21.01.1954	25.07.1977	23.5
E.RIX	24.01.1949	30.09.1988	39.7	C.A.PARKIN	1.07.1951	17.02.1976	24.6	K.SMITH	29.01.1954	13.10.1978	24.7
N.PAGE	8.02.1949	6.05.1983	34.3	E.WINDER	6.07.1951	16.12.1978	27.5	R.G.LEWIS	11.02.1954	1.12.1982	28.8
H.C.ANNABEL	8.02.1949	31.05.1978	29.3	G.RINALDI	9.07.1951	18.04.1983	31.8	J.AIRLIE	16.02.1954	7.07.1982	28.4
D.A.FERGUSON	3.03.1949	11.04.1975	26.1	F.MIGACHOV	9.07.1951	19.03.1977	25.7	F.K.NEALE	18.02.1954	1.04.1975	21.1
J.J.WHITEHEAD	22.03.1949	13.10.1978	29.6	F.WILLCOCK	10.07.1951	18.08.1978	27.1	K.J.FEENEY	22.02.1954	31.10.1979	25.7
F.J.LANE	20.04.1949	16.12.1978	29.7	J.SADALUSKAS	23.07.1951	27.04.1978	26.8	J.E.LONG	22.02.1954	13.10.1978	24.7
L.J.JACKSON	18.05.1949	3.09.1974	25.3	M.PONCGRACE	23.07.1951	15.07.1981	30.0	A.J.BARNES	1.03.1954	5.03.1976	22.0
F.A.CHENHALL	2.08.1949	17.05.1976	26.8	K.MARZEC	8.08.1951	28.11.1987	36.3	G.J.STIFF	2.03.1954	29.10.1982	28.7
J.F.RHODES	4.08.1949	29.04.1988	39.6	R.A.SPINNEY	27.08.1951	31.05.1978	26.8	M.J.QUINN	3.03.1954	31.10.1979	25.6
R.E.TURPIN	22.08.1949	1.08.1988	39.0	B.DUFFEY	29.08.1951	9.10.1978	27.1	S.T.SHEARER	3.03.1954	6.05.1983	29.2
F.FREED	22.08.1949	10.01.1975	25.4	N.RYAN	7.09.1951	1.03.1999	47.5	W.F.McGUGH	5.03.1954	28.02.1975	21.0
D.J.CROSS	5.10.1949	4.08.1978	28.8	D.R.CRIMSTON	17.09.1951	4.12.1975	24.2	W.F.McQUILTY	8.03.1954	23.07.1974	20.4
H.WEATHERALL	24.10.1949	1.04.1977	27.5	R.S.GOETZE	24.09.1951	25.11.1974	23.2	F.W.WILLIAMS	29.03.1954	31.05.1978	24.2
F.M.ELLIOT	1.11.1949	12.11.1982	33.1	D.J.PEARCE	15.10.1951	16.12.1978	27.2	C.LAY	5.04.1954	6.05.1983	29.1
G.CUTRUPI	8.11.1949	9.10.1978	28.9	J.MUSCAT	24.10.1951	18.04.1983	31.5	R.F.IRONS	13.04.1954	19.01.1983	28.8
D.E.TOLLIS	20.02.1950	29.09.1997	47.6	A.ANDERSON	13.11.1951	16.12.1978	27.1	F.KLAPKO	7.05.1954	23.12.1988	34.7
R.W.RYSZKOWSKI	20.02.1950	27.06.1980	30.4	C.J.KINNAIRD	27.11.1951	31.10.1975	23.9	E.E.MOFFAT	11.05.1954	28.01.1975	20.7
A.A.LAMBERT	20.02.1950	27.05.1978	28.3	J.F.KELLY	8.01.1952	29.10.1982	30.8	R.J.ANDREWS	27.05.1954	16.12.1978	24.6
J.H.HOGG	21.03.1950	30.09.1988	38.6	S.E.SMITH	4.02.1952	7.03.1975	23.1	L.E.CRICH	8.06.1954	1.04.1978	23.8
J.R.DAVIS	11.04.1950	6.05.1983	33.1	W.PEARCE	11.02.1952	5.08.1978	26.5	C.C.BUCKLEY	28.06.1954	4.10.1982	28.3
W.B.MACKENZIE	13.04.1950	30.09.1988	38.5	R.S.MOURIGAN	26.02.1952	6.05.1983	31.2	M.F.LAWFORD	30.06.1954	3.02.1982	27.6
L.L.THOMPSON	26.04.1950	9.01.1976	25.7	J.SINGRAM	18.03.1952	16.12.1978	26.8	D.A.CROSS	23.07.1954	16.12.1978	24.4
B.DRAZICH	9.05.1950	27.01.1976	25.7	H.H.TOPHAM	26.03.1952	16.10.1978	26.5	A.LANSER	28.07.1954	7.10.1978	24.2
E.MAHONEY	11.05.1950	10.07.1981	31.2	E.MANTZAKOS	28.03.1952	28.10.1977	25.6	J.F.RUSSELL	27.07.1954	1.12.1986	42.4
P.G.BARNES	25.05.1950	12.12.1988	38.6	J.MILNE	31.03.1952	6.05.1983	31.1	J.BEATTIE	23.08.1954	16.12.1978	24.3
A.HOLDEN	5.06.1950	13.10.1978	28.4	W.BALDOCK	4.08.1952	6.05.1983	30.8	W.E.COOK	26.08.1954	26.04.1983	28.7
W.E.BURCHETT	31.07.1950	28.03.1989	38.7	A.S.GILLIGAN	5.12.1952	30.11.1984	32.0	A.F.MARA	30.08.1954	6.05.1983	28.7
G.L.GUPPY	11.08.1950	1.06.1979	28.8	B.TAPP	27.01.1953	6.05.1983	30.3	J.CROSSLEY	27.09.1954	22.04.1977	22.6
R.E.CHAPPELL	4.09.1950	6.05.1983	32.7	T.BARRON	5.04.1953	1.09.1980	27.4	E.PURCHASE	12.10.1954	21.05.1976	21.6
W.N.SPARKS	28.09.1950	5.05.1986	35.6	W.PASCOE	2.05.1953	13.10.1978	25.5	L.B.JAMES	18.10.1954	16.12.1978	24.2
A.ANDOLINA	28.09.1950	31.05.1978	27.7	E.N.WITTINGSLAW	8.05.1953	14.09.1990	37.4	H.A.GILBERT	25.10.1954	6.10.1978	24.0
E.L.ABSALOM	9.10.1950	14.03.1975	24.4	T.W.BROWN	14.05.1953	9.10.1978	25.4	W.P.PRYDE	24.11.1954	5.01.1988	43.1
W.J.MORGAN	17.10.1950	16.12.1978	28.2	A.T.LANGFORD	25.05.1953	22.08.1975	22.3	I.MIZZI	29.11.1954	30.09.1988	33.9
A.W.TOUHEY	9.11.1950	22.02.1981	30.3	A.J.HOOK	20.07.1953	6.05.1983	29.8	N.H.STEVENS	30.12.1954	19.05.1978	23.4
J.J.UNDERWOOD	27.11.1950	29.10.1982	31.9	L.VANOFF	6.10.1953	1.07.1983	29.8	J.W.BANKS	17.01.1955	6.10.1978	23.7
J.CANNON	15.01.1951	30.09.1988	37.7	R.NORTHOTT	1.12.1953	30.09.1988	34.9	E.A.ASHWORTH			

Name	from	to	yrs.	Name	from	to	yrs.	Name	from	to	yrs.
H.M.PURKIS	7.04.1955	15.10.1975	20.5	J.A.CONNOR	12.07.1957	25.08.1978	21.1	A.M.RODGERS	1.08.1962	10.04.1991	28.7
J.M.COOK	12.04.1955	24.12.1987	32.7	W.B.LESLIE	23.07.1957	2.10.1993	36.2	A.L.SEAGROTT	3.09.1962	6.05.1983	20.7
V.J.BENNINGTON	20.04.1955	16.12.1978	23.7	L.J.REED	28.10.1957	4.07.1988	30.7	J.R.COBCROFT	2.01.1963	30.09.1988	25.8
N.NOY	22.04.1955	9.10.1978	23.5	J.J.RICHARDS	5.11.1957	18.12.1989	32.1	B.J.WAYMAN	14.01.1963	30.09.1988	25.7
J.ZAMMIT	3.05.1955	12.06.1976	21.1	R.B.SEALE	18.11.1957	2.03.1979	21.3	L.L.ROWLEY	21.3.1963	30.09.1988	25.5
D.S.THORPE	2.05.1955	8.07.1982	27.2	P.P.SCIBERRAS	20.01.1958	31.01.1991	33.1	A.D.SOUTH	8.05.1963	30.04.1988	25.0
S.J.COTTON	6.05.1955	10.10.1978	23.4	R.M.MARTIN	20.01.1958	30.09.1988	30.7	C.J.BURNES	17.06.1963	30.09.1988	25.3
F.W.COOK	11.05.1955	8.07.1981	26.2	R.E.JOYNER	20.01.1958	31.12.1995	38.0	H.MOENTING	29.07.1963	30.09.1988	25.2
K.P.GUTHRIE	16.05.1955	16.12.1978	23.6	V.R.WHITEHOUSE	21.01.1958	6.01.1989	31.0	E.M.REID	19.08.1963	7.03.1998	34.6
R.T.BURBIDGE	28.05.1955	16.12.1978	23.6	W.S.FISHER	23.01.1958	26.07.1980	22.5	C.PAPAGEORGIO	9.09.1963	1.12.1991	28.2
K.R.THORPE	30.05.1955	20.04.1982	26.9	N.W.MUIR	28.10.1958	9.10.1978	20.0	A.O.LEWIS	14.10.1963	5.12.1988	25.2
S.SENIOR	31.05.1955	7.10.1978	23.4	J.K.McBRYDE	12.01.1959	6.05.1983	24.3	J.B.CODE	16.10.1963	30.09.1988	25.0
T.W.DARBY	23.06.1955	29.08.1975	20.2	J.H.EVERITT	14.01.1959	7.02.1983	24.1	R.G.BUSCH	25.11.1963	12.07.1993	29.6
W.C.DRURY	5.07.1955	16.12.1988	33.5	T.BEIRNE	21.01.1959	6.09.1982	23.6	J.BIRD	2.12.1963	21.08.1987	23.7
S.PISANI	11.7.1955	23.12.1987	32.5	A.D.HARRIS	22.01.1959	30.09.1988	29.7	W.KOLLER	20.01.1964	30.09.1988	24.7
F.MARTIN	9.08.1955	6.05.1983	27.8	W.HOBSON	12.03.1959	11.08.1979	20.3	F.NIVEN	17.03.1964	2.10.1987	23.6
E.K.HARRIS	23.08.1955	24.01.1980	34.4	A.S.COMBER	12.03.1959	14.04.1988	29.1	G.CARUANA	19.03.1964	30.09.1986	22.5
J.MASKILL	29.08.1955	30.06.1976	20.9	F.J.BAUGHAN	1.06.1959	19.10.1986	27.4	R.RUSSELL	13.04.1964	7.04.1989	25.0
R.K.LAWLER	22.09.1955	10.10.1975	20.1	W.S.COLLIS	31.07.1959	19.09.1991	32.2	J.BALLANTYNE	22.04.1964	4.03.1986	23.9
R.A.FLETCHER	17.10.1955	20.02.1986	30.4	J.R.GRIFFIN	3.08.1959	26.04.1983	23.7	D.J.McKAY	11.05.1964	7.08.2002	38.3
D.N.McDONAGH	26.10.1955	7.10.1978	23.0	A.W.McCOY	24.08.1959	9.02.1996	36.5	E.GRIMA	19.05.1964	1.03.1985	20.8
J.J.LONG	27.10.1955	6.10.1978	23.0	D.A.GREY	19.10.1959	28.11.1997	38.1	J.R.MUNACHEN	25.05.1964	8.07.1985	21.1
A.J.GOODGER	8.11.1955	11.10.1978	22.9	A.F.O'BRIEN	30.11.1959	9.12.1988	29.0	F.J.SUMMONS	26.05.1964	30.09.1988	24.4
R.HEARNE	17.01.1956	11.12.1988	32.9	E.E.RUTLEDGE	22.02.1960	12.02.1980	20.0	L.M.OKELY	10.06.1964	30.09.1988	24.3
G.A.MURRAY	1.02.1956	6.05.1983	27.3	K.L.DERRY	8.03.1960	26.04.1983	23.1	J.M.BURKE	6.07.1964	13.02.1989	24.6
H.DARWIN	2.02.1956	2.05.1977	21.3	H.HARPER	16.08.1960	3.02.1989	28.5	E.SALVATORE	7.07.1964	8.05.1992	27.9
D.GAVIN	19.02.1956	30.11.1979	23.8	R.J.SMITH	20.09.1960	8.05.1981	20.6	T.W.MONK	14.09.1964	30.09.1988	24.1
J.SZYRKUJ	13.03.1956	13.10.1978	22.6	R.CANNONE	25.10.1960	6.05.1983	22.5	H.G.DENNIS	3.10.1964	30.09.1997	33.0
J.L.McLEOD	14.03.1956	16.12.1978	22.8	J.McLEAN	12.12.1960	6.05.1983	22.4	F.M.BURKE	16.11.1964	13.01.1997	32.2
R.BACCI	20.03.1956	6.02.1985	28.9	M.SADIK	13.10.1961	15.10.1985	24.0	P.HERRING	23.12.1964	30.09.1988	23.8
P.J.CURTIS	16.04.1956	9.10.1978	22.5	J.F.WALLACE	31.10.1961	30.09.1988	26.9	J.M.PISANI	20.01.1965	17.10.1988	23.8
J.S.STALGIS	29.06.1956	6.05.1983	26.9	J.WOLESEN	6.11.1961	26.04.1983	21.5	P.L.RUSTEN	22.02.1965	5.11.2008	43.7
G.A.KNOX	6.07.1956	17.10.1988	32.3	A.SUTTON	7.11.1961	2.11.1991	30.0	H.G.HARVEY	3.05.1965	30.09.1988	23.4
M.PISANI	16.07.1956	6.05.1983	26.8	J.SALTON	7.11.1961	6.05.1983	21.5	C.J.PEOPLES	15.06.1965	17.06.1994	29.0
A.R.BERTS	19.07.1956	14.02.1978	21.6	T.HARPER	21.11.1961	27.05.1989	27.5	L.J.PARKER	4.12.1965	10.04.1991	25.4
R.O.ROBINSON	27.07.1956	19.05.1978	21.8	J.McALISTER	4.12.1961	26.04.1983	21.4	J.R.SLOANE	17.01.1966	26.08.1991	25.6
P.J.O'BRIEN	6.08.1956	28.07.1978	22.0	H.R.MARSHALL	5.02.1962	16.07.1997	35.5	C.R.CRANKSHAW	24.01.1966	30.09.1988	22.7
S.H.MANTLE	20.08.1956	31.10.1979	23.2	T.R.BULL	26.03.1962	6.05.1983	21.1	C.R.LEE	31.01.1966	10.05.1990	24.3
D.H.STJOHN	30.08.1956	20.01.1983	26.4					W.DALTON	7.03.1966	31.07.1988	22.4
E.KREUZBERGER	3.09.1956	30.11.1990	34.3					B.R.HANNAY	28.03.1966	30.09.1988	22.5
W.CASSAR	4.09.1956	16.12.1978	22.3					W.R.O'REILLY	7.04.1966	14.12.1990	24.7
J.CARAGIANIDES	16.10.1956	26.04.1983	26.5					E.FANSTEAD	23.05.1966	30.09.1988	22.4
J.CZAP	29.10.1956	26.01.1989	32.3					A.N.HOWES	30.05.1966	30.09.1988	22.4
W.A.TURNER	1.11.1956	23.04.1977	20.5					B.H.WALSH	11.07.1966	22.09.1989	23.2
C.R.MANSFIELD	7.11.1956	3.11.1979	23.0					J.P.MACKAY	11.07.1966	29.11.1991	25.4
J.W.McALISTER	16.01.1957	13.01.1989	32.0					J.P.PURQUHART	18.07.1966	28.04.1989	22.8
A.J.HAMPTON	24.01.1957	27.05.1978	21.4					J.E.SCHUETZE	5.09.1966	28.04.1989	22.7

Name from to yrs.				Name from to yrs.			
A.J.McXWELL	12.05.1967	30.09.1988	21.4	L.S.MITH	11.02.1980	5.07.2002	22.5
C.B.HARDING	20.11.1967	30.09.1988	20.9	S.D.KILMARTIN	22.06.1981		
E.ZAHRA	8.01.1968	31.12.2001	34.1	P.A.RYAN	25.07.1981		
D.COYLE	8.01.1968	14.07.1989	21.5	E.C.CALDWELL	17.09.1981		
J.L.FARRELL	2.09.1968	4.02.2007	38.4	B.R.THORNE	29.12.1981	1.07.2004	23.6
L.J.HILL	28.10.1968	8.12.1997	29.1	E.J.BARTSCH	1.03.1985		
A.KABLAR	4.11.1968	21.02.1989	20.3	S.M.JONSSON	30.08.1985		
V.K.McDONALD	31.12.1968	15.06.1995	26.5	B.R.MELIA	8.05.1986		
F.J.SKELTON	31.01.1969	22.08.1994	25.6	T.P.CHAPMAN	1.10.1987		
J.E.SKENNERTON	24.02.1969	26.11.1997	28.8	W.P.DALY	15.10.1987		
C.E.MURPHY	20.05.1969	31.05.1989	20.0	P.STOTT	3.12.1987		
J.J.McBURNIE	27.05.1969	26.11.1988	19.5	P.G.ZAMMIT	16.02.1988		
W.BUCHANAN	30.06.1969	27.11.1989	20.4	J.J.RODRIGUEZ	16.05.1988	20.05.2009	21.0
K.W.TURNER	14.07.1969	18.12.1989	20.4	L.GRANAGHAN	6.07.1988	15.03.2009	20.7
S.P.DA POZZO	4.08.1969	1.01.1990	20.4	C.F.SMITH	6.10.1988	15.11.2008	20.1
O.BERTOLI	4.08.1969	8.05.1992	22.8	A.F.ZAPIRAIN	21.11.1988		
G.SERVA	22.09.1969	15.01.1990	20.3	G.W.MOROKO	28.11.1988		
P.WILLIDGE	1.10.1969	23.07.2004	34.9	D.F.RICHARDSON	28.12.1988	7.11.2009	20.9
R.THOMSON	28.01.1970	7.07.1997	27.5	G.M.MORGAN	10.05.1989		
G.ROZS	22.06.1970	21.08.1991	21.2	S.O'NEILL	29.05.1989		
C.D.ERIKSON	2.07.1970	24.04.1995	24.8	G.NOMIKOS	14.07.1989		
P.B.SMITH	6.07.1970	1.03.1999	28.7	S.J.TANTI	3.08.1989		
G.M.AGARDY	20.10.1970	19.07.1993	22.8	J.E.CHRETIEN	11.08.1989		
M.FERREIRA	24.03.1971	25.03.1995	24.0	S.SONDJAJA	15.01.1990		
C.CIANTAR	5.05.1971	31.12.2006	35.7	U.KAMOTO	15.03.1990		
J.W.WATERS	29.07.1971	8.12.1997	26.4				
H.G.CREWS	3.09.1971	2.03.1992	20.5				
S.PEDISICH	30.10.1972	7.07.1997	24.7				
W.T.NEJ	15.01.1973	6.09.2002	29.8				
B.H.MAJOR	22.01.1973	30.04.2001	28.3				
L.R.THOMPSON	19.03.1973	23.04.1998	25.1				
B.H.MAJOR	22.01.1973	30.04.2001	28.3				
L.R.THOMPSON	19.03.1973	23.04.1998	25.1				
M.CURIS	6.08.1973	15.06.1998	24.9				
J.L.BUCHANAN	13.08.1973	24.04.1995	21.7				
A.SNASHIEL	5.11.1973	5.11.1997	24.0				
P.T.CURTIS	3.12.1973	31.01.2009	35.2				
J.J.McGOWAN	22.04.1974	28.09.1998	24.5				
D.M.FINLEY	29.10.1975	27.07.2002	26.9				
R.D.SMITH	27.01.1976						
B.F.MACKAY	27.01.1976	23.02.1998	20.1				
D.J.SCHULTZ	29.11.1976	14.11.2008	32.0				
R.S.REDSTON	23.02.1977	30.06.2001	24.4				
F.R.MADDEN	13.02.1978	15.10.2004	26.8				
E.W.PRAM	16.10.1978	31.08.2006	27.9				
S.F.BOWDEN	23.10.1978						
C.V.ZAMMIT(JNR)	9.01.1979	23.07.2005	26.5				
S.P.KELLY	10.12.1979						

08 December 2014

Mr Domenic Strati
D.A. Strati & Associates Pty Ltd
Level 3, 376 Bay Street
Brighton Le Sands NSW 2216

Dear Domenic,

In connection with your audit examination of the financial report for APM Botany Mill Security Plan Sickness & Accident Fund for the year ended 30 June 2013 we hereby confirm, at your request, that to the best of our knowledge and belief, the following representations relating to the economic entity's financial statements are correct.

Accounts

The financial statements of the economic entity have been drawn up so as to give a true and fair view of the state of affairs of the economic entity at the 30 June 2013 and of the profit of the economic entity for the year ended on that date.

The accounting records of APM Botany Mill Security Plan Sickness & Accident Fund were maintained in accordance with the requirements of the Corporations Act 2001 and the financial report was prepared in accordance with applicable Accounting Standards.

Assets

Accounts Receivable

1. Current accounts receivable at balance date amount, are valid debts and do not include amounts due for goods on consignment or on approval.
2. Non-current loans and advances receivable at balance date, for the economic entity and non-current finance lease receivables for the economic entity are valid debts.
3. Debts due that are known to be uncollectable have been written off and adequate provision has been made for doubtful debts to cover allowances, discounts and losses that may be sustained in collection of the debts.

Property, Plant and Equipment

1. The additions to fixed asset accounts, as recorded in the books, represent the cost of additions or improvements to existing facilities or replacements thereof. All units of property which have been replaced, sold, dismantled or otherwise disposed of, or which are permanently unusable, have been removed from the fixed asset register. Adequate provision determined in a manner consistent with that of the preceding year has been made to write off depreciable assets over their useful lives.

No circumstances have arisen which render adherence to the existing basis of depreciation misleading or inappropriate.

2. All additions to fixed assets represent actual additions or improvements of a capital nature. No items of repairs and maintenance have been carried forward as fixed assets and no capital additions or improvements were charged to expenses.
3. Where the recorded value of any fixed assets exceeds its recoverable amount, that asset's recorded value has been written down to its recoverable amount.
4. Contractual commitments for capital expenditure not included in the financial report amount to approximately \$nil.
5. There are no deficiencies or encumbrances attaching to the title of the assets of the economic entity at 30 June 2013 other than those reflected in the financial report and these are not greater than the value of the asset.
6. Adequate provision has been made in the financial report for any permanent diminution in the value of investments.
7. No Operating or Finance Lease commitments exist that has not been included in the financial report. All Operating Lease expenses have been disclosed in the notes to the Statement of Financial Performance. Finance Leasing commitments have been included in the notes to the Statement of Financial Position.
8. There were no commitments for purchase or sale of securities or economic entity assets or any options given by the entity or members of the entity including options over share capital.

Liabilities

1. All liabilities which have arisen or which will arise out of the activities of the members of the economic entity to the end of the financial year have been included in the financial report.
2. There were no contingent liabilities including:
 - a. guarantees;
 - b. bills and accounts receivable discounted, assigned or sold and which are subject to recourse;
 - c. endorsements;
 - d. pending law suits, unsatisfied judgments or claims;
 - e. repurchase agreements; or
 - f. uncalled capital on shares held in other companies at balance date;
 which are not shown in the notes to the financial report.

General

1. No events have occurred subsequent to balance date that would require adjustment to or disclosure in the financial report.
2. Neither the entity nor any members of the economic entity have any plans or intentions that may materially affect the book value or classification of assets and liabilities at balance date.

3. All details concerning related party transactions and related amounts receivable or payable (including sales, purchases, loans and guarantees) have been correctly recorded in the accounting records and have been properly disclosed in the economic entity's financial report or the notes thereto, either where required by statute or where such disclosure is necessary for the fair presentation of the economic entity's financial report. All related parties have been identified and disclosed to you during your audit investigation.
4. Neither the entity nor any member of the economic entity has entered into any arrangement or agreement whereby they have directly or indirectly given financial assistance to another party for the purpose of, or in connection with, the acquisition of shares in economic entity companies, except as permitted by Part 2J.3 of the *Corporations Act 2001*.
5. The economic entity has an established procedure whereby an officer reviews at least annually the adequacy of insurance cover on all assets and insurable risks. This review has been performed, and where it is considered appropriate, assets and insurable risks of the entity/economic entity members¹ are adequately covered by insurance.
6. The minutes of meetings of the committee of management made available to you are complete and authentic records of all such meetings held during the year. All other statutory records were properly kept during the period.
7. Records maintained during the period were in accordance with the Australian Taxation Office requirements.
8. In the opinion of the Committee of Management, there are reasonable grounds to believe that the entity will be able to pay its debts as and when they fall due.

Yours faithfully

On behalf of APM Botany Mill Security Plan Sickness & Accident Fund



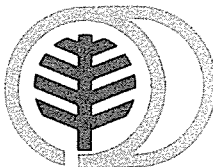
Secretary

Edwin Caldwell

Secretary

Dated this 8th day of DECEMBER 2014

AUSTRALIAN PAPER MANUFACTURERS
(A Division of APM Limited)



BOTANY MILL

Please address mail to
The Chairman
Post Office Box 95,
Matraville, N.S.W. 2036
Telephone: 695 3555

SECURITY PLAN SICKNESS AND ACCIDENT FUND N.S.W.

17th March, 1986.

MR. R. FLETCHER

This letter confirms that the abovenamed is an Honorary member of the APM Sickness and Accident Fund, and as such is entitled to remuneration as defined under Rule 5 (F) in respect to mortality benefits to the value of \$400.

PLEASE NOTE:

IT IS ESSENTIAL THAT THIS NOTE BE KEPT IN SAFE CUSTODY FOR FUTURE REFERENCE.

All enquiries or claims on the Fund should be made in writing, and addressed to the Chairman.

H.G. Dennis, J.P.
Chairman,
APM SICKNESS AND ACCIDENT FUND

19 September 2011

Gary Nelson

22 Noble Ave., Greenacre

Tel.: 9642 8290

M/s Fiona Faulst

AMCOR

PO Box 95

Matraville NSW 2036

Dear M/s Faulst

Security Plan Sickness and Accident Fund NSW

Thank you for your assistance last Friday concerning the abovementioned matter relating to the recent passing of Mr Reginald Fletcher, a former employee of APM.

I am his son in law and am acting for the executor of the estate, his spouse, Valerie Fletcher. Unfortunately Val has a form of dementia and her daughter, my wife Cheryl, has been appointed as her attorney (see copy of Enduring Power of Attorney attached).

Anyone who knew Reg would know that he was a dedicated, enthusiastic, hardworking and knowledgeable employee. He spent over 30 years working at the APM Matraville plant. Reg always spoke fondly of his memories at the "Plant" and the many friendships that he forged there. At Christmas time he looked forward to those occasions when the Company arranged for a taxi pickup to get him to the function venue and another taxi to get him home. His time with APM was obviously appreciated and his contribution to the Company recognized.

Reg passed away in his sleep on 22 August 2011 (Copy of Death Certificate attached) aged 88.

In helping her mum organize her dad's personal effects Cheryl came across the attached document concerning the Company's Sickness and Accident Fund.

She also found documentation relating to her father's superannuation (copy attached) and leave payment entitlements (2 pages attached).

In the circumstances it would be appreciated if you could provide advice with respect to mortality benefits and any outstanding superannuation or other benefits that may be applicable.

Thank you for your assistance in this matter.

Yours faithfully


Gary Nelson

	Full members	Restricted members	Unfinancial members	Honorary members	When membership ceases
Earliest Rules	<u>Clause 3(a)</u> All employees (except temporary employees) of Australian Paper Manufacturers Limited in New South Wales shall become members of the Fund, provided that within six weeks of entering the service of the Company they shall be medically examined by the Company's Medical Officer. The Committee shall then determine as to their eligibility to remain members of the Fund, and in cases of rejection they shall be refunded any monies they have contributed to the Fund. After Restricted Membership for a minimum period of three (3) years, the Committee may grant full membership. Salaried staff members of the Fund may be full members with the exception that no salaried staff member may receive sickness benefits from the Fund on top of or in lieu of weekly or monthly wages. Employees of Demcon may be admitted as full members of the Fund provided that levies in arrears are paid so as to maintain continuity of membership from 6/10/78. <u>Clause 3(b)</u> Employee who are 60 years of age in the case of men and 55 years of age in the case of women when they enter the service of the Company shall not be qualified to be members of the Scheme.	<u>Clause 3(a)</u> The Committee may, at its discretion, accept as Restricted Members, employees suffering from conditions specified by the Company Medical Officer, which would otherwise debar them from membership; such Members to be excluded from benefits for any absence due to or arising from such specified conditions, but to be entitled to benefits for other conditions. <u>Clause 5(i)</u> A Member of the Fund shall be required to have thirteen weeks' service with the Company, and shall have paid thirteen weeks' contributions to the Fund before he or she may be entitled to claim benefits from the Fund excepting those benefits provided under Rule 5, Clause (g).	<u>Clause 3(f)</u> A member shall be unfinancial if his contributions are two weeks in arrears and unfinancial members shall not be entitled to benefits under the Scheme.	<u>Clause 5(f)(iv)</u> A member of the Fund who retires after ten (10) or more years continuous membership of the Fund, may at the absolute discretion of the Committee become an Honorary Member of the Fund. Honorary membership' may be granted by the Committee under the following conditions:— (1) Upon the Member reaching normal retiring age. (2) Upon the Member retiring due to health reasons which would qualify him or her for an Invalid Pension. (3) Upon the Member who within ten (10) years of reaching normal retiring age retires with Company approval and received Retiring Gratuity or Superannuation payment. (4) Provided that the Member who qualifies under paragraph 3 above, shall pay to the Mortality Account of the Fund an amount equal to that which he or she would have contributed, had his or her employment with A.P.M. Limited continued until normal retiring age.	<u>Clause 3(e)</u> Membership of the Fund will cease — (i) on the member leaving the employ of Australian Paper Manufacturers Limited. (ii) on expulsion from the Fund in accordance with the Rules.

	Full members	Restricted members	Unfinancial members	Honorary members	When membership ceases
	<u>Clause 3(c)</u> Members of the salaried staff who are members of the "A.P.M. Sick and Accident Fund" at the time of the introduction of this Scheme and members of this Scheme who after their acceptance as members are transferred to the salaried staff will be permitted to remain members of the Scheme.				
1982 Rules	<u>Clause 3(a)</u> All employees (except temporary employees) of Australian Paper Manufacturers Limited in New South Wales shall become members of the Fund, provided that within six weeks of entering the service of the Company they shall be medically examined by the Company's Medical Officer. The Committee shall then determine as to their eligibility to remain members of the Fund, and in cases of rejection they shall be refunded any monies they have contributed to the Fund. After Restricted Membership for a minimum period of three (3) years, the Committee may grant full membership. Salaried staff may be full members with the exception that no salaried staff member may receive sickness benefits from the Fund on top of or in lieu of weekly or monthly wages. <u>Clause 3(b)</u> Employee who are 60 years of age in the case of men	<u>Clause 3(a)</u> The Committee may, at its discretion, accept as Restricted Members, employees suffering from conditions specified by the Company Medical Officer, which would otherwise debar them from membership; such Members to be excluded from benefits for any absence due to or arising from such specified conditions, but to be entitled to benefits for other conditions. <u>Clause 5(i)</u> A Member of the Fund shall be required to have thirteen weeks' service with the Company, and shall have paid thirteen weeks' contributions to the Fund before he or she may be entitled to claim benefits from the Fund excepting those benefits provided under Rule 5, Clause (g).	<u>Clause 3(f)</u> A member shall be unfinancial if his contributions are two weeks in arrears and unfinancial members shall not be entitled to benefits under the Scheme.	<u>Clause 5(f)(iv)</u> A member of the Fund who retires after ten (10) or more years continuous membership of the Fund, may at the absolute discretion of the Committee become an Honorary Member of the Fund. Honorary membership may be granted by the Committee under the following conditions:— (1) Upon the Member reaching normal retiring age. (2) Upon the Member retiring due to health reasons which would qualify him or her for an Invalid Pension. (3) Upon the Member who within ten (10) years of reaching normal retiring age retires with Company approval and received Retiring Gratuity or Superannuation payment. (4) Provided that the Member who qualifies under paragraph 3 above, shall pay to the Mortality Account of the Fund an amount equal to that which he or she would have contributed, had his or her	<u>Clause 3(e)</u> Membership of the Fund will cease — (i) on the member leaving the employ of Australian Paper Manufacturers Limited. (ii) on expulsion from the Fund in accordance with the Rules.

	Full members	Restricted members	Unfinancial members	Honorary members	When membership ceases
	and 55 years of age in the case of women when they enter the service of the Company shall not be qualified to be members of the Scheme. <u>Clause 3(c)</u> Members of the salaried staff who are members of the "A.P.M. Sick and Accident Fund" at the time of the introduction of this Scheme and members of this Scheme who after their acceptance as members are transferred to the salaried staff will be permitted to remain members of the Scheme.			employment with A.P.M. Limited continued until normal retiring age.	
2000 Rules	<u>Clause 3.1</u> All full time permanent, Staff and Employees of THE COMPANY, employed either at the Botany Mill or for NSW Recycling department, at Enfield and Newcastle, will Be eligible for membership to THE FUND. The committee may at its discretion restrict membership to any prospective member who has a prior condition that would be an excessive drain on THE FUNDS resources.	<u>Clause 3.2</u> A member will need to have been in the employ of THE COMPANY for Twenty six (26) weeks and to have paid Twenty six (26) weeks contributions to THE FUND before they are able to claim any benefits from THE FUND, (except for sickness benefits as provided under paragraph 5.4.1 & 5.4.2) or high cost Ancillary benefits as prescribed in <i>Appendix 1</i>).	<u>Clause 3.5</u> A member shall be unfinancial if their contributions are over one month in arrears. Unfinancial members shall not be entitled to benefits under the scheme.	<u>Clause 3.7</u> Honorary Membership of THE FUND may be granted to members with 10 years continuous service by the Committee under the following conditions, i) Upon the member reaching normal retirement age. ii) Upon the member retiring due to health reasons which would qualify them for an Invalid Pension. iii) Upon the member reaching 55 years of age, is made redundant, accepts a Voluntary Redundancy or retires, and who pays to the Mortality account of THE FUND an amount equivalent to what they would have contributed had they remained employed with THE COMPANY until their 65th birthday.	<u>Clause 3.4</u> i) On the member leaving the employ of THE COMPANY. ii) On the member being transferred from AFP Botany or NSW Recycling, Enfield and Newcastle. iii) On the expulsion from the Fund in accordance with the rules.
2001 Rules	<u>Clause 3.1</u> All full time permanent staff and employees of THE COMPANY,	<u>Clause 3.2</u> A member will need to have been in the employ of THE	<u>Clause 3.5</u> A member shall be unfinancial if their contributions are over one	<u>Clause 3.7</u> Honorary Membership of THE FUND may be granted to	<u>Clause 3.4</u> i) On the member leaving the employ of THE COMPANY.

	Full members	Restricted members	Unfinancial members	Honorary members	When membership ceases
	employed either at AFPA Botany Mill or by NSW Recycling Department, will be eligible for membership of THE FUND.	COMPANY for Twenty six (26) weeks and to have paid Twenty six (26) weeks contributions to THE FUND before they are able to claim any benefits from THE FUND, (except for sickness benefits as provided under paragraph 5.4.1 & 5.4.2) or high cost Ancillary benefits as prescribed in <i>Appendix 1</i>).	month in arrears. Unfinancial members shall not be entitled to benefits under the scheme.	members with 10 years continuous service by the Committee under the following conditions, 1) Upon the member reaching or surpassing normal retirement age. ii) Upon the member retiring due to health reasons which would qualify them for an Invalid Pension. iii) Upon the member reaching 55 years of age, is made redundant, accepts a Voluntary Redundancy or retires, and who pays to THE FUND an amount equivalent to 25% of what they would have contributed had they remained employed with THE COMPANY until their 65th birthday.	ii) On the member being transferred from AFPA Botany or NSW Recycling. iii) On the expulsion from THE FUND in accordance with the rules.
2005 Rules	<u>Clause 3.1</u> All full time permanent staff and employees of THE COMPANY, employed either at AFPA Botany Mill or by NSW Recycling Department, will be eligible for membership of THE FUND.	<u>Clause 3.2</u> A member will need to have been in the employ of THE COMPANY for Twenty six (26) weeks and to have paid Twenty six (26) weeks contributions to THE FUND before they are able to claim any benefits from THE FUND, (except for sickness benefits as provided under paragraph 5.4.1 & 5.4.2) or high cost Ancillary benefits as prescribed in <i>Appendix 1</i>).	<u>Clause 3.5</u> A member shall be unfinancial if their contributions are over one month in arrears. Unfinancial members shall not be entitled to benefits under the scheme.	<u>Clause 3.7</u> Honorary Membership of THE FUND may be granted to members with 10 years continuous service by the Committee under the following conditions, i) upon the member reaching or surpassing normal retirement age. ii) Upon the member retiring due to health reasons which would qualify them for an Invalid Pension. iii) Upon the member reaching 55 years of age, is made redundant, accepts a Voluntary Redundancy or retires, and who pays to THE FUND an amount equivalent to 25% of what they would have contributed had they remained employed with THE COMPANY until their 65th birthday.	<u>Clause 3.4</u> i) On the member leaving the employ of THE COMPANY. ii) On the member being transferred from AFPA Botany or NSW Recycling, iii) On the expulsion from THE FUND in accordance with the rules.
2008 Rules	<u>Clause 3.1</u> All full time permanent staff and employees of THE COMPANY,	<u>Clause 3.2</u> A member will need to have been in the employ of THE	<u>Clause 3.5</u> A member shall be unfinancial if their contributions are over one	<u>Clause 3.7</u> Honorary Membership of THE FUND may be granted to	<u>Clause 3.4</u> i) On the member leaving the employ of THE COMPANY.

	Full members	Restricted members	Unfinancial members	Honorary members	When membership ceases
	employed either at AFPA Botany Mill or by NSW Recycling Department, will be eligible for membership of THE FUND.	COMPANY for Twenty six (26) weeks and to have paid Twenty six (26) weeks contributions to THE FUND before they are able to claim any benefits from THE FUND, (except for sickness benefits as provided under paragraph 5.4.1 & 5.4.2) or high cost Ancillary benefits as prescribed in Appendix 1).	month in arrears. Unfinancial members shall not be entitled to benefits under the scheme.	members with 10 years continuous service by the Committee under the following conditions, i) Upon the member reaching or surpassing normal retirement age. ii) Upon the member retiring due to health reasons which would qualify them for an Invalid Pension. iii) Upon the member reaching 55 years of age, is made redundant, accepts a Voluntary Redundancy or retires, and who pays to THE FUND an amount equivalent to 25% of what they would have contributed had they remained employed with THE COMPANY until their 65th birthday.	ii) On the member being transferred from AFPA Botany or NSW Recycling,. iii) On the expulsion from THE FUND in accordance with the rules.
Undated Rules	<u>Clause 3.1</u> All full time permanent Staff and Employees of THE COMPANY, employed either at the Botany Mill or for NSW Recycling Department, at Enfield and Newcastle, will be eligible for membership to THE FUND. The committee may at its discretion restrict membership to any prospective member who has a prior condition that would be an excessive drain on THE FUNDS resources.	<u>Clause 3.2</u> A member will need to have been in the employ of THE COMPANY for Twenty six (26) weeks and to have paid Twenty six (26) weeks contributions to THE FUND before they are able to claim any benefits from THE FUND, (except for sickness benefits as provided under paragraph 5.4.1 & 5.4.2) or high cost Ancillary benefits as prescribed in (Appendix A).	<u>Clause 3.5</u> A member shall be unfinancial if their contributions are over one month in arrears. Unfinancial members shall not be entitled to benefits under the scheme.	<u>Clause 3.7</u> Honorary Membership of THE FUND may be granted by the Committee under the following conditions, i) Upon the member retiring. ii) Upon the member retiring due to health reasons which would qualify them for an Invalid Pension. iii) Upon the member, reaching 55 years of age or more, is made redundant or retires, and who pays to the Mortality account of THE FUND an amount equivalent to what they would have contributed had they remained employed with THE COMPANY until their 65th birthday.	<u>Clause 3.4</u> i) On the member leaving the employ of THE COMPANY. ii) On the member being transferred from AFP Botany or NSW Recycling, Enfield and Newcastle. iii) On the expulsion from THE FUND in accordance with the rules.



Historical details for ABN 55 004 275 165

ABN details

Entity name	From	To
ORORA LIMITED	21 Oct 2013	(current)
AMCOR PACKAGING (AUSTRALIA) PTY LTD	11 Apr 2000	21 Oct 2013
ABN Status	From	To
Active	11 Apr 2000	(current)
Entity type	Australian Public Company	
Good & Services Tax (GST)	From	To
Registered	01 Jul 2000	(current)
Main business location	From	To
VIC 3122	11 Sep 2014	(current)
VIC 3122	24 Feb 2009	11 Sep 2014
VIC 3067	11 Apr 2000	24 Feb 2009

Business name(s)

Business name	From	To
Orora Visual	10 Mar 2017	(current)
Orora Visual Solutions	10 Mar 2017	(current)
AMCOR BEVERAGE CANS AUSTRALASIA	11 Apr 2000	(current)
AMCOR BEVERAGE CANS AUSTRALASIA	11 Apr 2000	(current)
AMCOR BEVERAGE CANS AUSTRALASIA	11 Apr 2000	(current)
AMCOR CARTONS AUSTRALASIA	11 Apr 2000	(current)
AMCOR CARTONS AUSTRALASIA	11 Apr 2000	(current)
AMCOR CARTONS AUSTRALASIA	11 Apr 2000	(current)
AMCOR CARTONS AUSTRALASIA	11 Apr 2000	(current)
AMCOR ST REGIS BATES AUSTRALASIA	11 Apr 2000	(current)
AMCOR ST REGIS BATES AUSTRALASIA	11 Apr 2000	(current)
AMCOR ST REGIS BATES AUSTRALASIA	11 Apr 2000	(current)
TRYFOPOULOS PACKAGING SUPPLIES	04 May 2015	31 May 2020
TRYFOPOULOS PACKAGING SUPPLIES SA	04 May 2015	31 May 2020
AMCOR FLEXIBLES ASIA PACIFIC	07 Nov 2011	20 Dec 2013
AMCOR GLASS AUSTRALASIA	14 Apr 2011	22 Jun 2014
RECYCLE@WORK	24 Mar 2009	27 Jan 2021
RECYCLE AT WORK	03 Feb 2009	30 Jun 2018
RECYCLE@WORK	02 Dec 2008	19 Aug 2014
RECYCLE@WORK	24 Nov 2008	01 Dec 2017
RECYCLE@WORK	17 Nov 2008	27 Jan 2021
RECYCLE@WORK	14 Nov 2008	27 Jan 2021

Business name	From	To
RECYCLE@WORK	12 Nov 2008	27 Jan 2021
RECYCLE@WORK	11 Nov 2008	31 May 2020
ACB PACKAGING (NORTH QUEENSLAND)	13 Aug 2004	13 Dec 2010
AMCOR CLOSURE SYSTEMS AUSTRALASIA	26 Sep 2002	15 Jun 2015
AMCOR RECYCLING AUSTRALASIA	26 Sep 2002	15 Jun 2015
AMCOR ST REGIS BATES AUSTRALASIA	26 Sep 2002	15 Jun 2015
AMCOR FLEXIBLES AUSTRALASIA	12 Aug 2002	18 Jul 2014
AMCOR RESEARCH & TECHNOLOGY	17 Jul 2002	14 Jul 2014
AMCOR RECYCLING AUSTRALASIA	11 Jun 2002	18 Aug 2014
AMCOR CLOSURE SYSTEMS AUSTRALASIA	20 Apr 2002	16 Aug 2014
AMCOR BEVERAGE CAN AUSTRALASIA	20 Apr 2002	15 Aug 2014
AMCOR ST REGIS BATES AUSTRALASIA	20 Apr 2002	21 Jul 2014
AMCOR FLEXIBLES AUSTRALASIA	20 Apr 2002	18 Jul 2014
AMCOR AEROSOLS AUSTRALASIA	20 Apr 2002	01 Oct 2008
AMCOR FOOD CANS AUSTRALASIA	20 Apr 2002	01 Oct 2008
AMCOR PET TECHNOLOGIES AUSTRALASIA	20 Apr 2002	01 Oct 2008
AMCOR METALLISING AUSTRALASIA	20 Apr 2002	01 Oct 2005
PAPERBOARD PACKAGING	20 Aug 2001	31 Jan 2005
AMCOR GLASS AUSTRALASIA	07 Aug 2001	10 Mar 2016
AMCOR METALLISING AUSTRALASIA	04 Aug 2001	28 Dec 2005
AMCOR GLASS AUSTRALASIA	27 Jul 2001	14 Mar 2016
AMCOR GLASS AUSTRALASIA	23 Jul 2001	10 Mar 2016
AMCOR GLASS AUSTRALASIA	18 Jul 2001	22 Aug 2014
AMCOR METALLISING AUSTRALASIA	14 Apr 2001	21 Jan 2015
FORCORNERS	19 Oct 2000	05 Aug 2002
FORCORNERS	22 Sep 2000	05 Aug 2002
FORCORNERS	21 Sep 2000	26 Feb 2004
FORCORNERS	21 Sep 2000	05 Aug 2002
FORCORNERS	21 Sep 2000	05 Aug 2002
FORCORNERS	19 Sep 2000	04 Feb 2003
AMCOR AEROSOLS AUSTRALASIA	14 Apr 2000	26 Jan 2009
ISPEK	11 Apr 2000	02 Sep 2021
AMCOR PET TECHNOLOGIES AUSTRALASIA	11 Apr 2000	23 Jun 2018
QUEENSLAND FIBRE PACKAGES COMPANY	11 Apr 2000	27 Jan 2016
AMCOR DISPLAYS AUSTRALASIA	11 Apr 2000	18 Nov 2014
AMCOR FIBRE PACKAGING AUSTRALASIA	11 Apr 2000	24 Oct 2014
AMCOR FIBRE PACKAGING AUSTRALASIA	11 Apr 2000	24 Oct 2014
AMCOR FLEXIBLES AUSTRALASIA	11 Apr 2000	24 Oct 2014
AMCOR FUNCTIONAL COATINGS AUSTRALASIA	11 Apr 2000	24 Oct 2014
AMCOR RECYCLING AUSTRALASIA	11 Apr 2000	24 Oct 2014
AMCOR ST REGIS BATES AUSTRALASIA	11 Apr 2000	24 Oct 2014
AMCOR CARTONS AUSTRALASIA	11 Apr 2000	21 Oct 2014
AMCOR CLOSURE SYSTEMS AUSTRALASIA	11 Apr 2000	21 Oct 2014



Business name	From	To
AMCOR CLOSURE SYSTEMS AUSTRALASIA	11 Apr 2000	21 Sep 2014
AMCOR CLOSURE SYSTEMS AUSTRALASIA	11 Apr 2000	21 Sep 2014
AMCOR CLOSURE SYSTEMS AUSTRALASIA	11 Apr 2000	21 Sep 2014
AMCOR CLOSURE SYSTEMS AUSTRALASIA	11 Apr 2000	21 Sep 2014
AMCOR CARTONS AUSTRALASIA	11 Apr 2000	01 Sep 2014
AMCOR BEVERAGE CANS AUSTRALASIA	11 Apr 2000	22 Aug 2014
AMCOR BEVERAGE CANS AUSTRALASIA	11 Apr 2000	19 Aug 2014
AMCOR CARTONBOARD	11 Apr 2000	17 Aug 2014
AMCOR RECYCLING AUSTRALASIA	11 Apr 2000	11 Aug 2014
AMCOR RECYCLING AUSTRALASIA	11 Apr 2000	11 Aug 2014
AMCOR RECYCLING AUSTRALASIA	11 Apr 2000	11 Aug 2014
AMCOR RECYCLING AUSTRALASIA	11 Apr 2000	11 Aug 2014
AMCOR RECYCLING AUSTRALASIA	11 Apr 2000	11 Aug 2014
AMCOR FIBRE PACKAGING	11 Apr 2000	08 Aug 2014
AMCOR FIBRE PACKAGING AUSTRALASIA	11 Apr 2000	08 Aug 2014
AMCOR FIBRE PACKAGING AUSTRALASIA	11 Apr 2000	08 Aug 2014
AMCOR FIBRE PACKAGING AUSTRALASIA	11 Apr 2000	08 Aug 2014
AMCOR FIBRE PACKAGING AUSTRALASIA	11 Apr 2000	08 Aug 2014
AMCOR FIBRE PACKAGING AUSTRALASIA	11 Apr 2000	08 Aug 2014
AMCOR FIBRE PACKAGING AUSTRALASIA	11 Apr 2000	08 Aug 2014
AMCOR FUNCTIONAL COATINGS AUSTRALASIA	11 Apr 2000	02 Aug 2014
AMCOR FUNCTIONAL COATINGS AUSTRALASIA	11 Apr 2000	22 Jul 2014
AMCOR FUNCTIONAL COATINGS AUSTRALASIA	11 Apr 2000	22 Jul 2014
AMCOR FUNCTIONAL COATINGS AUSTRALASIA	11 Apr 2000	22 Jul 2014
AMCOR FUNCTIONAL COATINGS AUSTRALASIA	11 Apr 2000	22 Jul 2014
AMCOR FUNCTIONAL COATINGS AUSTRALASIA	11 Apr 2000	22 Jul 2014
AMCOR FLEXIBLES AUSTRALASIA	11 Apr 2000	18 Jul 2014
AMCOR FLEXIBLES AUSTRALASIA	11 Apr 2000	09 Jul 2014
AMCOR FLEXIBLES AUSTRALASIA	11 Apr 2000	08 Jul 2014
AMCOR ST REGIS BATES AUSTRALASIA	11 Apr 2000	07 Jul 2014
AMCOR CARTONS AUSTRALASIA	11 Apr 2000	06 Jul 2014
AMCOR FOOD CANS AUSTRALASIA	11 Apr 2000	05 Jul 2014
AMCOR BEVERAGE CANS AUSTRALASIA	11 Apr 2000	02 Jul 2014
AMCOR ST REGIS BATES AUSTRALASIA	11 Apr 2000	01 Jul 2014
AMCOR CARTONS AUSTRALASIA	11 Apr 2000	30 Jun 2014
AMCOR BEVERAGE CANS AUSTRALASIA	11 Apr 2000	28 Jun 2014
AMCOR CLOSURE SYSTEMS AUSTRALASIA	11 Apr 2000	23 Jun 2014
AMCOR FLEXIBLES AUSTRALASIA	11 Apr 2000	23 Jun 2014
AMCOR PET TECHNOLOGIES AUSTRALASIA	11 Apr 2000	21 Jun 2014
SCHOOLS PAPER CHASE	11 Apr 2000	26 Nov 2003
COMMERCIAL PAPER CHASE	11 Apr 2000	25 Nov 2003
AUTOMOLD	11 Apr 2000	24 Jun 2002
AUTOMOLD	11 Apr 2000	18 Jan 2002

Business name	From	To
CONTAINERS PACKAGING	11 Apr 2000	03 Dec 2001
CONTAINERS PACKAGING	11 Apr 2000	18 Oct 2001
CONTAINERS PACKAGING GRAPHICS TECHNOLOGY	11 Apr 2000	27 Jul 2001
CONOFLEX PACKAGING	11 Apr 2000	26 Jun 2001
UNIVERSAL CONTAINERS	11 Apr 2000	08 May 2001
CONOFLEX PACKAGING	11 Apr 2000	11 Sep 2000
AMCOR AUSTRALASIA	11 Apr 2000	13 Jul 2014
AUSTRALIAN PAPER MANUFACTURERS	11 Apr 2000	09 Jan 2006
AMCOR SPECIALTY BOARDS AUSTRALASIA	11 Apr 2000	30 Jul 2005
AMCOR SPECIALTY BOARDS AUSTRALASIA	11 Apr 2000	20 Sep 2005
AMCOR SPECIALTY BOARDS AUSTRALASIA	11 Apr 2000	28 Nov 2008
AMCOR SPECIALTY BOARDS AUSTRALASIA	11 Apr 2000	17 Oct 2005
AMCOR SPECIALTY BOARDS AUSTRALASIA	11 Apr 2000	22 Aug 2005
AMCOR FUNCTIONAL COATINGS AUSTRALASIA	11 Apr 2000	19 Nov 2014
AMCOR SPECIALTY BOARDS AUSTRALIA	11 Apr 2000	30 Sep 2005
AMCOR SPECIALTY BOARDS AUSTRALASIA	11 Apr 2000	14 Jul 2005
AMCOR SPECIALTY BOARDS AUSTRALASIA	11 Apr 2000	19 Nov 2004
AMCOR DISPLAYS AUSTRALASIA	11 Apr 2000	31 Aug 2004
AMCOR RECYCLING AUSTRALASIA	11 Apr 2000	12 Aug 2002
AMCOR RECYCLING AUSTRALASIA	11 Apr 2000	08 Nov 2000
AMCOR METALLISING AUSTRALASIA	11 Apr 2000	05 Aug 2005
AMCOR METALLISING AUSTRALASIA	11 Apr 2000	13 Jun 2005
AMCOR METALLISING AUSTRALASIA	11 Apr 2000	03 May 2005
AMCOR FLEXIBLES AUSTRALASIA	11 Apr 2000	03 May 2002
AMCOR AEROSOLS AUSTRALASIA	11 Apr 2000	21 Apr 2008
AMCOR METALLISING AUSTRALASIA	11 Apr 2000	13 Jul 2005
AMCOR COMPOSITE CANS AUSTRALASIA	11 Apr 2000	21 Apr 2002
AMCOR CONTAINERS PACKAGING AUSTRALASIA	11 Apr 2000	21 Apr 2002
AMCOR AEROSOLS AUSTRALASIA	11 Apr 2000	25 Jun 2002
AMCOR BEVERAGE CANS AUSTRALASIA	11 Apr 2000	25 Jun 2002
AMCOR CLOSURE SYSTEMS AUSTRALASIA	11 Apr 2000	25 Jun 2002
AMCOR COMPOSITE CANS AUSTRALASIA	11 Apr 2000	25 Jun 2002
AMCOR CONTAINERS PACKAGING AUSTRALASIA	11 Apr 2000	25 Jun 2002
AMCOR FLEXIBLES AUSTRALASIA	11 Apr 2000	25 Jun 2002
AMCOR FOOD CANS AUSTRALASIA	11 Apr 2000	25 Jun 2002
AMCOR METALLISING AUSTRALASIA	11 Apr 2000	25 Jun 2002
AMCOR PET TECHNOLOGIES AUSTRALASIA	11 Apr 2000	25 Jun 2002
AMCOR ST REGIS BATES AUSTRALASIA	11 Apr 2000	25 Jun 2002
AMCOR PET TECHNOLOGIES AUSTRALASIA	11 Apr 2000	03 Nov 2011
AMCOR AEROSOLS AUSTRALASIA	11 Apr 2000	21 Jun 2011
AMCOR FOOD CANS AUSTRALASIA	11 Apr 2000	21 Jun 2011
AMCOR PET TECHNOLOGIES AUSTRALASIA	11 Apr 2000	21 Jun 2011
AMCOR FOOD CANS AUSTRALASIA	11 Apr 2000	28 Mar 2008

Business name	From	To
AMCOR AEROSOLS AUSTRALASIA	11 Apr 2000	28 Feb 2008
AMCOR METALLISING AUSTRALASIA	11 Apr 2000	20 Jun 2005
AMCOR COMPOSITE CANS AUSTRALASIA	11 Apr 2000	18 Jul 2002
AMCOR CONTAINERS PACKAGING AUSTRALASIA	11 Apr 2000	17 Jul 2002
AMCOR CONTAINERS PACKAGING AUSTRALASIA	11 Apr 2000	16 Jul 2002
AMCOR COMPOSITE CANS AUSTRALASIA	11 Apr 2000	15 Jul 2002
AMCOR FOOD CANS AUSTRALASIA	11 Apr 2000	14 Aug 2009
AMCOR CONTAINERS PACKAGING AUSTRALASIA	11 Apr 2000	19 Aug 2002
AMCOR COMPOSITE CANS AUSTRALASIA	11 Apr 2000	14 Aug 2001
AMCOR METALLISING AUSTRALASIA	11 Apr 2000	14 Aug 2001
AMCOR ST REGIS BATES AUSTRALASIA	11 Apr 2000	14 Aug 2001
AMCOR AEROSOLS AUSTRALASIA	11 Apr 2000	06 Sep 2000
AMCOR CLOSURE SYSTEMS AUSTRALASIA	11 Apr 2000	06 Sep 2000
AMCOR AEROSOLS AUSTRALASIA	11 Apr 2000	19 May 2008
AMCOR FOOD CANS AUSTRALASIA	11 Apr 2000	19 May 2008
AMCOR PET TECHNOLOGIES AUSTRALASIA	11 Apr 2000	19 May 2008
AMCOR COMPOSITE CANS AUSTRALASIA	11 Apr 2000	16 May 2002
AMCOR CONTAINERS PACKAGING AUSTRALASIA	11 Apr 2000	16 May 2002
AMCOR PET TECHNOLOGIES AUSTRALASIA	11 Apr 2000	09 Jul 2011
AMCOR AEROSOLS AUSTRALASIA	11 Apr 2000	28 Aug 2008
AMCOR FOOD CANS AUSTRALASIA	11 Apr 2000	28 Aug 2008
AMCOR COMPOSITE CANS AUSTRALASIA	11 Apr 2000	25 Sep 2002
AMCOR CONTAINERS PACKAGING AUSTRALASIA	11 Apr 2000	25 Sep 2002
AMCOR AEROSOLS AUSTRALASIA	11 Apr 2000	09 Jul 2008
AMCOR PET TECHNOLOGIES AUSTRALASIA	11 Apr 2000	09 Jul 2008
AMCOR FOOD CANS AUSTRALASIA	11 Apr 2000	04 Apr 2008
AMCOR COMPOSITE CANS AUSTRALASIA	11 Apr 2000	18 Jun 2002
AMCOR CONTAINERS PACKAGING AUSTRALASIA	11 Apr 2000	18 Jun 2002
BROOKBIN	11 Apr 2000	10 Sep 2001
AMCOR CARTONBOARD	11 Apr 2000	08 Jan 2002
AMCOR CARTONBOARD	11 Apr 2000	04 Sep 2001
AMCOR CARTONBOARD	11 Apr 2000	13 Nov 2001
AMCOR CARTONBOARD	11 Apr 2000	05 Apr 2002
AMCOR CARTONBOARD	11 Apr 2000	30 Jan 2002
AMCOR CARTONBOARD	11 Apr 2000	10 Nov 2001
AMCOR CARTONBOARD	11 Apr 2000	05 Dec 2001
AMCOR BULK PACKAGING	11 Apr 2000	26 Aug 2004
AMCOR METALLISING AUSTRALASIA	11 Apr 2000	15 Jan 2002
AUSTRALIAN PAPER CHASE	11 Apr 2000	09 Nov 2011
CONTAINERS FILMS (EXTHENE)	11 Apr 2000	21 Aug 2000
CONTAINERS FILMS (GROMARK)	11 Apr 2000	21 Aug 2000
CONTAINERS FILMS (GROMARK)	11 Apr 2000	23 Jun 2000
CONTAINERS FILMS (EXTHENE)	11 Apr 2000	18 Jun 2000



Business name	From	To
CONTAINERS FILMS (EXTHENE)	11 Apr 2000	08 Nov 2000
AMCOR FLEXIBLES AUSTRALASIA	11 Apr 2000	22 Dec 2013
TWINPAK	11 Apr 2000	13 Mar 2001
TWINPAK	11 Apr 2000	23 Nov 2000
TWINPAK	11 Apr 2000	05 Sep 2000

Trading name(s)

From 1 November 2023, ABN Lookup will not display trading names and will only display registered business names. For more information, click [help](#).

Trading name	From	To
AMCOR PACKAGING	11 Apr 2000	09 Oct 2007
AMCOR AEROSOLS AUSTRALASIA	09 Oct 2007	(current)
AMCOR AUSTRALASIA	09 Oct 2007	(current)
AMCOR BEVERAGE CANS AUSTRALASIA	09 Oct 2007	(current)
AMCOR BUSINESS SERVICES	09 Oct 2007	(current)
AMCOR CARTONBOARD	09 Oct 2007	(current)
AMCOR CARTONS AUSTRALASIA	09 Oct 2007	(current)
AMCOR CLOSURE SYSTEMS AUSTRALASIA	09 Oct 2007	(current)
AMCOR FIBRE PACKAGING AUSTRALASIA	09 Oct 2007	(current)
AMCOR FLEXIBLES AUSTRALASIA	09 Oct 2007	(current)
AMCOR FUNCTIONAL COATINGS AUSTRALASIA	09 Oct 2007	(current)
AMCOR GLASS AUSTRALASIA	09 Oct 2007	(current)
AMCOR RECYCLING AUSTRALASIA	09 Oct 2007	(current)
AMCOR RESEARCH & TECHNOLOGY	09 Oct 2007	(current)
AMCOR ST REGIS BATES AUSTRALASIA	09 Oct 2007	(current)
AMCOR AEROSOLS	24 Apr 2001	09 Oct 2007
AMCOR CARTONS (HEIDLEBERG)	24 Apr 2001	09 Oct 2007
AMCOR-CARTONS BOTANY	24 Apr 2001	09 Oct 2007
AMCOR-FLEXIBLES AUSTRALASIA	24 Apr 2001	09 Oct 2007
AMCOR-FLEXIBLES AUSTRALASIA	24 Apr 2001	09 Oct 2007
AMCOR-FLEXIBLES AUSTRALASIA PRESTON	24 Apr 2001	09 Oct 2007
AMCOR-FLEXIBLES MOORABBIN	24 Apr 2001	09 Oct 2007
AMCOR-ST REGIS BATES AUSTRALIASIA	24 Apr 2001	09 Oct 2007
AMCOR CLOSURES	01 Nov 2000	09 Oct 2007
AMCOR PACKAGING (AUSTRALIA) PTY LTD T/A AMCOR AEROSOLS	01 Nov 2000	24 Apr 2001
AMCOR PACKAGING (AUSTRALIA) PTY LTD T/A AMCOR CARTONS (HEIDLEBERG)	01 Nov 2000	24 Apr 2001
AMCOR PACKAGING (AUSTRALIA) PTY LTD T/A AMCOR-CARTONS BOTANY	01 Nov 2000	24 Apr 2001
AMCOR PACKAGING (AUSTRALIA) PTY LTD T/A AMCOR-FLEXIBLES AUSTRALASIA PRESTON	01 Nov 2000	24 Apr 2001
AMCOR PACKAGING (AUSTRALIA) PTY LTD T/A AMCOR-FLEXIBLES MOORABBIN	01 Nov 2000	24 Apr 2001
AMCOR PACKAGING	22 Aug 2000	09 Oct 2007
AMCOR PACKAGING (AUSTRALIA) PTY LTD T/A AMCOR-FLEXIBLES AUSTRALASIA	09 Jun 2000	24 Apr 2001
AMCOR PACKAGING (AUSTRALIA) PTY LTD T/A AMCOR-FLEXIBLES AUSTRALASIA	09 Jun 2000	24 Apr 2001
AMCOR PACKAGING (AUSTRALIA) PTY LTD T/A AMCOR-ST REGIS BATES AUSTRALIASIA	09 Jun 2000	24 Apr 2001



Trading name	From	To
AMCOR PACKAGING (AUSTRALIA) PTY LTD	09 Jun 2000	01 Nov 2000
AMCOR PACKAGING (AUSTRALIA) PTY LTD T/A ALUMINIUM AEROSOLS TAREE	09 Jun 2000	01 Nov 2000
AMCOR PACKAGING (AUSTRALIA) PTY LTD T/A AMCOR-CARTONS AUST	09 Jun 2000	01 Nov 2000
AMCOR PACKAGING (AUSTRALIA) PTY LTD T/A AMCOR-CARTONS AUSTRALIASIA	09 Jun 2000	01 Nov 2000
AMCOR PACKAGING (AUSTRALIA) PTY LTD T/A AMCOR-FLEXIBLES A'ASIA PRESTON	09 Jun 2000	01 Nov 2000
AMCOR PACKAGING (AUSTRALIA) PTY LTD T/A AMCOR-FLEXIBLES AUST	09 Jun 2000	01 Nov 2000

ASIC registration - ACN or ARBN or ARSN or ARFN

004 275 165 [View record on the ASIC website](#)

Deductible gift recipient status

Not entitled to receive tax deductible gifts

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D.A. STRATI & ASSOCIATES PTY LTD

Certified Practising Accountants

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**THE APM SECURITY PLAN SICKNESS AND
ACCIDENT FUND NEW SOUTH WALES
ABN 57 413 197 086**

FINANCIAL REPORT

30 JUNE 2013



Liability limited by a scheme approved under Professional Standards Legislation

**THE APM SECURITY PLAN SICKNESS AND
ACCIDENT FUND (NSW)
A.B.N. 57 413 197 086**

30 JUNE 2013

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THE APM SECURITY PLAN SICKNESS AND ACCIDENT FUND (NSW)
A.B.N. 57 413 197 086

COMMITTEE REPORT

Your Committee Members present the Financial Report of the APM Security Plan Sickness and Accident Fund New South Wales for the financial year ended 30 June 2013.

Committee Members

The names of Committee Members in office at any time during or since the end of the year are:

Eric Bartschi - Chairman
Peter Ryan – Resigned 12/07/2013
Edwin Caldwell - Secretary
Fiona Faust - Members' Trustee
Michael Kondos

Committee Members have been in office since the start of the financial year to the date of this report unless otherwise stated.

Principal Activities

The principal activities of the plan during the financial year were to provide health and welfare benefits to members.

There were no significant changes in the nature of the plan's principal activities during the financial year.

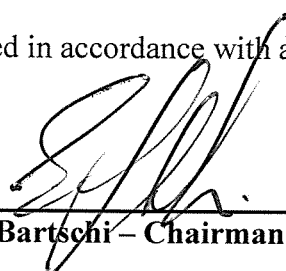
Operating Results

The net profit of the plan for the financial year after providing for income tax amounted to \$43,527.

Indemnifying Officers or Auditor

No indemnities have been given or insurance premiums paid, during or since the end of the financial year, for any person who is or has been an officer or auditor of the plan.

Signed in accordance with a resolution of the Committee Members.



Eric Bartschi – Chairman

Edwin Caldwell – Secretary

Dated: 4 February 2015

THE APM SECURITY PLAN SICKNESS AND ACCIDENT FUND (NSW)
A.B.N 57 413 197 086

AUDITORS INDEPENDENCE DECLARATION

To the Committee of the APM Security Plan Sickness and Accident Fund (NSW)

I declare that, to the best of my knowledge and belief in relation to the audit for the financial year ended 30 June 2013 there has been:

1. No contraventions of any applicable code of professional conduct in relation to the audit.

A handwritten signature in black ink, appearing to read 'D. Strati', enclosed within a large, loopy oval shape.

Domenic Strati
Brighton Le Sands

Dated: 4 February 2015

THE APM SECURITY PLAN SICKNESS AND ACCIDENT FUND (NSW)
ABN 57 413 197 086

STATEMENT OF FINANCIAL PERFORMANCE
FOR THE YEAR ENDED 30 JUNE 2013

	Note	2013 \$	2012 \$
Revenues from ordinary activities	2	155,242	165,566
Depreciation and amortisation expenses	3	(7,700)	(7,284)
Other expenses from ordinary activities		(71,204)	(139,500)
Profit from ordinary activities before			
Income tax expense		<u>76,338</u>	<u>18,782</u>
Income tax expense	4	(32,811)	(32,696)
Net Profit/(Loss) from ordinary activities after			
Income tax expense	13	<u>43,527</u>	<u>(13,915)</u>
Net increase (decrease) in reserves	14	881,096	(41,452)
Total change in equity		<u><u>924,623</u></u>	<u><u>(55,367)</u></u>

The accompanying notes form part of these financial statements.

THE APM SECURITY PLAN SICKNESS AND ACCIDENT FUND (NSW)
ABN 57 413 197 086

STATEMENT OF FINANCIAL POSITION
AS AT 30 JUNE 2013

	Note	2013 \$	2012 \$
CURRENT ASSETS			
Cash and Cash Equivalents	5	1,172,854	1,125,909
Trade and Other Receivables	6	<u>16,375</u>	<u>20,328</u>
TOTAL CURRENT ASSETS		<u>1,189,229</u>	<u>1,146,237</u>
NON-CURRENT ASSETS			
Intangible Assets	7	3,174	10,163
Financial Assets	8	2,937,313	2,056,217
Property, Plant and Equipment	9	<u>1,349,536</u>	<u>1,352,536</u>
TOTAL NON-CURRENT ASSETS		<u>4,290,023</u>	<u>3,418,916</u>
TOTAL ASSETS		<u>5,479,252</u>	<u>4,565,153</u>
CURRENT LIABILITIES			
Trade and Other Payables	10	11,322	19,893
Current Tax Liabilities	11	<u>14,917</u>	<u>15,684</u>
TOTAL CURRENT LIABILITIES		<u>26,239</u>	<u>35,577</u>
NON-CURRENT LIABILITIES			
Deferred Tax Liabilities	12	<u>4,912</u>	<u>6,098</u>
TOTAL NON-CURRENT LIABILITIES		<u>4,912</u>	<u>6,098</u>
TOTAL LIABILITIES		<u>31,151</u>	<u>41,675</u>
NET ASSETS		<u>5,448,101</u>	<u>4,523,478</u>
EQUITY			
Retained Earnings	13	1,639,824	1,596,297
Reserves	14	<u>3,808,277</u>	<u>2,927,181</u>
TOTAL EQUITY		<u>5,448,101</u>	<u>4,523,478</u>

The accompanying notes form part of these financial statements.

THE APM SECURITY PLAN SICKNESS AND ACCIDENT FUND (NSW)
ABN 57 413 197 086

CASH FLOW STATEMENT
FOR THE YEAR ENDED 30 JUNE 2013

	Note	2013 \$	2012 \$
CASH FLOW FROM OPERATING ACTIVITIES			
Receipts from members & operations		248	11,883
Payments to suppliers and employees		(72,786)	(134,325)
Dividends received		111,342	104,112
Interest received		47,605	50,333
Income tax paid		(34,764)	(25,133)
Net cash provided by (used in) operating activities	15 (a)	<u>51,645</u>	<u>6,870</u>
CASH FLOW FROM INVESTING ACTIVITIES			
Payment for property, plant and equipment		(4,700)	(1,266)
Payment for Intangibles		-	(4,000)
Net cash used in investing activities		<u>(4,700)</u>	<u>(5,266)</u>
Net increase in cash held		46,945	1,604
Cash at beginning of financial year		1,125,909	1,124,305
Cash at end of financial year	15 (b)	<u><u>1,172,854</u></u>	<u><u>1,125,909</u></u>

THE APM SECURITY PLAN SICKNESS AND ACCIDENT FUND (NSW)
A.B.N. 57 413 197 086
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 30 JUNE 2013

NOTE 1 – STATEMENT OF SIGNIFICANT ACCOUNTING POLICIES

The financial report is a general purpose financial report that has been prepared in accordance with Australian Accounting Standards, Australian Accounting Interpretations and other authoritative pronouncements of the Australian Accounting Standards Board.

The financial report complies with all International Financial Reporting Standards (IFRS) in their entirety.

The following is a summary of the material accounting policies applied by the plan in the preparation of the financial report. The accounting policies have been consistently applied unless otherwise stated.

The accounting policies set out below have been consistently applied to all years presented.

Accounting Policies

a) Income Tax

The charge for current income tax expense is based on the profit for the year adjusted for any non-assessable or disallowed items. It is calculated using tax rates for companies that have been enacted or are subsequently enacted by the balance sheet date.

The plan has been treated as a company for taxation purposes on the basis of legal advice obtained. The Committee intends to arrange for confirmation of this treatment from the Australian Taxation Office.

Deferred tax is accounted for using the balance sheet liability method in respect of temporary differences arising between the tax bases of assets and liabilities and their carrying amounts in the financial statements. No deferred income tax will be recognised from the initial recognition of an asset or liability, excluding a business combination, where there is no effect on accounting or taxable profit or loss.

Deferred tax is calculated at the tax rates that are expected to apply to the period when the asset is realised or liability is settled. Deferred tax is credited in the income statement except where it relates to items that may be credited directly to equity, in which case the deferred tax is adjusted directly against equity.

Deferred income tax assets are recognised to the extent that it is probable that future tax profits will be available against which deductible temporary differences can be utilised.

The amount of benefits brought to account or which may be realised in the future is based on the assumption that no adverse change will occur in income tax legislation and the anticipation that the plan will derive future assessable income to enable the benefit to be realised and comply with the conditions of deductibility imposed by the law.

b) Property

Freehold land and buildings are measured at cost or directors' valuation.

Accounting standards require that non-current assets be measured on either the cost basis or fair value basis. Fair value is the amount for which an asset could be exchanged between knowledgeable willing parties in an arms length transaction based on periodic, but at least triennial, valuations by external independent valuers, less subsequent depreciation for buildings.

An independent valuation of the land and buildings was obtained 1 October 2013.

THE APM SECURITY PLAN SICKNESS AND ACCIDENT FUND (NSW)
A.B.N. 57 413 197 086
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 30 JUNE 2013

NOTE 1 – STATEMENT OF SIGNIFICANT ACCOUNTING POLICIES

c) Plant and Equipment

Plant and equipment are measured on the cost basis less depreciation and impairment losses.

The carrying amount of plant and equipment is reviewed annually by the Committee to ensure it is not in excess of the recoverable amount from those assets. The recoverable amount is assessed on the basis of the expected net cash flows that will be received from the assets' employment and subsequent disposal. The expected net cash flows have been discounted to their present values in determining recoverable amounts.

Subsequent costs are included in the asset's carrying amount or recognised as a separate asset, as appropriate, only when it is probable that future economic benefits associated with the item will flow to the plan and the cost of the item can be measured reliably. All other repairs and maintenance are charged to the income statement during the financial period in which they are incurred.

Increases in the carrying amount arising on the revaluation of land and buildings are credited to a revaluation reserve in equity. Decreases that offset previous increases of the same asset are charged against fair value reserves directly in equity; all other decreases are charged to the income statement.

d) Depreciation

The depreciable amount of all fixed assets, including buildings but excluding freehold land is depreciated on a diminishing value basis over their useful lives to the plan commencing from the time the asset is held ready for use.

The depreciation rates for each class of depreciable assets are:

<i>Class of Fixed Asset</i>	<i>Depreciation Rate</i>
Buildings	2.5%
Point Clare furniture and fittings	7.5% - 50%
Motor Boat Engine	20%

The assets' residual values and useful lives are reviewed, and adjusted if appropriate, at each balance sheet date.

An assets' carrying amount is written down immediately to its recoverable amount if the assets' carrying amount is greater than its estimated recoverable amount.

Gains and losses on disposals are determined by comparing proceeds with the carrying amount. These gains or losses are included in the income statement. When revalued assets are sold, amounts included in the revaluation reserve relating to that asset are transferred to retained earnings.

e) Financial Instruments

Recognition

Financial instruments are initially measured at cost on trade date, which includes transaction costs, when the related contractual rights or obligations exist. Subsequent to initial recognition these instruments are measured as set out below.

THE APM SECURITY PLAN SICKNESS AND ACCIDENT FUND (NSW)
A.B.N. 57 413 197 086
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 30 JUNE 2013

NOTE 1 – STATEMENT OF SIGNIFICANT ACCOUNTING POLICIES

Financial assets at fair value through profit and loss

A financial asset is classified in this category if acquired principally for the purpose of selling in the short term or if so designated by management and within the requirements of AASB 139: Financial Instruments: Recognition and Measurement.

Derivatives are also categorised as held for trading unless they are designated as hedges. Realised and unrealised gains and losses arising from changes in the fair value of these assets are included in the income statement in the period in which they arise.

Loans and receivables

Loans and receivables are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market and are stated at amortised cost using the effective interest rate method.

Held-to-maturity investments

These investments have fixed maturities, and it is the plan's intention to hold these investments to maturity. Any held-to-maturity investments held by the plan are stated at amortised cost using the effective interest rate method.

Available-for-sale financial assets

Available-for-sale financial assets include any financial assets not included in the above categories.

Available-for-sale financial assets are reflected at fair value. Unrealised gains and losses arising from changes in fair value are taken directly to equity.

Financial liabilities

Non-derivative financial liabilities are recognised at amortised cost, comprising original debt less principal payments and amortisation.

Derivative instruments

Derivative instruments are measured at fair value. Gains and losses arising from changes in fair value are taken to the income statement unless they are designated as hedges.

Fair value

Fair value is determined based on current bid prices for all quoted investments. Valuation techniques are applied to determine the fair value for all unlisted securities, including recent arm's length transactions, reference to similar instruments and option pricing methods.

Impairment

At each reporting date, the plan assesses whether there is objective evidence that a financial instrument has been impaired. In the case of available-for-sale financial instruments, a prolonged decline in the value of the instrument is considered to determine whether an impairment has arisen. Impairment losses are recognised in the income statement.

f) Impairment of Assets

At each reporting date, the plan reviews the carrying values of its tangible and intangible assets to determine whether there is any indication that those assets have been impaired. If such an indication

THE APM SECURITY PLAN SICKNESS AND ACCIDENT FUND (NSW)
A.B.N. 57 413 197 086
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 30 JUNE 2013

NOTE 1 – STATEMENT OF SIGNIFICANT ACCOUNTING POLICIES

exists, the recoverable amount of the asset, being the higher of the asset's fair value less cost to sell and value-in-use, is compared to the asset's carrying value.

Any excess of the asset's carrying value over its recoverable amount is an expense to the income statement.

Impairment testing is performed annually for goodwill and intangible assets with indefinite lives.

Where it is not possible to estimate the recoverable amount of an individual asset, the plan estimates the recoverable amount of the cash-generating unit to which the asset belongs.

g) Cash and Cash Equivalents

Cash and cash equivalents include cash on hand, deposits held at call with banks, other short-term highly liquid investments with original maturities of twelve months or less.

h) Revenue

Interest revenue is recognised on a proportional basis taking into account the interest rates applicable to the financial assets.

Dividend revenue is recognised when the right to receive a dividend has been established.

i) Goods and Services Tax (GST)

Revenues, expenses and assets are recognised inclusive of the GST amount. This is as a result of the plan not being registered for GST as its annual turnover subject to GST is less than the threshold.

j) Comparative Figures

When required by Accounting Standards, comparative figures have been adjusted to conform to changes in presentation for the current financial year.

THE APM SECURITY PLAN SICKNESS AND ACCIDENT FUND (NSW)

ABN 57 413 197 086

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED 30 JUNE 2013

	2013 \$	2012 \$
<u>Note 2: Revenue</u>		
Operating Activities		
Contributions		
Members	248	11,233
Dividends		
Amcor Limited	111,342	104,112
Interest Income		
Non Related Corporations	43,652	49,571
Other Income		
Booking Fees	-	650
Net Operating Revenue	<u>155,242</u>	<u>165,566</u>

Note 3: Profit from Ordinary Activities

Profit from Ordinary Activities has been determined after:

Depreciation of Non-Current Assets

- Buildings

6,000

5,500

- Plant & Equipment

1,700

1,784

Total Depreciation

7,7007,284

Remuneration of Auditor

Audit Fees

6,050

5,940

Other Services

4,400

4,290

10,45010,230**Note 4: Income Tax Expense**

The prima facie tax payable on profit from ordinary activities is reconciled to income tax expense as follows:

Prima facie tax payable on operating profit	22,902	5,635
Add:		
Non deductible member expenses re mutuality	9,984	30,626
Adjustment to prior years tax	-	-
Less:		
Non assessable member income re mutuality	(75)	(3,565)
Income Tax Expense	<u>32,811</u>	<u>32,696</u>

Note 5: Cash and Cash Equivalents

Members Australia Credit Union		
Current Account	65,394	25,060
Term Deposit	504,113	514,674
St George Bank Ltd		
Current Account	248,504	236,904
Term Deposit	354,843	349,271
	<u>1,172,854</u>	<u>1,125,909</u>

THE APM SECURITY PLAN SICKNESS AND ACCIDENT FUND (NSW)

ABN 57 413 197 086

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED 30 JUNE 2013

	2013 \$	2012 \$
<u>Note 6: Trade and Other Receivables</u>		
Interest Accrued	16,375	20,328
<u>Note 7: Intangible Assets</u>	3,174	10,163
<u>Note 8: Financial Assets</u>		
Shares in listed corporations		
Amcor Ltd - 289,200 shares at market value	2,932,488	2,050,428
Members Australia Credit Union at Cost	5	5
Paperlinx Ltd - 96,400 shares at Market Value	4,820	5,784
	<u>2,937,313</u>	<u>2,056,217</u>
<u>Note 9: Property, Plant & Equipment</u>		
Freehold Land		
Indepandant Valuation as at 1/10/2013	1,160,000	1,160,000
Buildings		
at Cost (Note 1)	240,000	240,000
Less Accumulated Depreciation	(67,673)	(61,673)
	<u>172,327</u>	<u>178,327</u>
Structural Improvements		
at Cost	10,873	6,173
Less Accumulated Depreciation	(1,305)	(942)
	<u>9,568</u>	<u>5,231</u>
Furniture and Fittings		
at Cost	24,165	24,165
Less Accumulated Depreciation	(17,127)	(15,941)
	<u>7,038</u>	<u>8,224</u>
Motor Boat		
at Cost	17,093	17,093
Less Accumulated Amortisation	(17,093)	(17,093)
	<u>0</u>	<u>0</u>
Boat Trailer		
at Cost	600	600
Less Accumulated Amortisation	(600)	(600)
	<u>0</u>	<u>0</u>
Box Trailer		
at Cost	325	325
Less Accumulated Amortisation	(325)	(325)
	<u>0</u>	<u>0</u>
Motor Boat Engine		
at Cost	1,550	1,550
Less Accumulated Amortisation	(947)	(796)
	<u>603</u>	<u>754</u>
Total Property, Plant and Equipment	<u>1,349,536</u>	<u>1,352,536</u>

THE APM SECURITY PLAN SICKNESS AND ACCIDENT FUND (NSW)

ABN 57 413 197 086

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED 30 JUNE 2013

	2013 \$	2012 \$
<u>Note 9: Property, Plant & Equipment (continued)</u>		
Movement in the carrying amounts for each class of Property, Plant and Equipment between the beginning and the end of the current financial year		
<u>Freehold Land</u>		
Balance at the beginning of the year	1,160,000	1,340,000
Revaluation	-	(180,000)
Carrying amount at the end of the year	<u>1,160,000</u>	<u>1,160,000</u>
<u>Buildings</u>		
Balance at the beginning of the year	178,327	163,827
Revaluation	-	20,000
Additions	-	-
Depreciation Expense	(6,000)	(5,500)
Carrying amount at the end of the year	<u>172,327</u>	<u>178,327</u>
<u>Structural Improvements</u>		
Balance at the beginning of the year	5,231	5,495
Additions	4,700	-
Depreciation	(363)	(264)
Carrying amount at the end of the year	<u>9,568</u>	<u>5,231</u>
<u>Furniture and Fittings</u>		
Balance at the beginning of the year	8,224	8,290
Additions	-	1,266
Depreciation Expense	(1,186)	(1,332)
Carrying amount at the end of the year	<u>7,038</u>	<u>8,224</u>
<u>Motor Boat Engine</u>		
Balance at the beginning of the year	754	942
Depreciation Expense	(151)	(188)
Carrying amount at the end of the year	<u>603</u>	<u>754</u>
<u>Totals</u>		
Balance at the beginning of the year	1,352,536	1,518,554
Additions	4,700	1,266
Disposals	-	-
Revaluations	-	(160,000)
Depreciation Expense	(7,700)	(7,284)
Carrying amount at the end of the year	<u>1,349,536</u>	<u>1,352,536</u>

THE APM SECURITY PLAN SICKNESS AND ACCIDENT FUND (NSW)

ABN 57 413 197 086

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED 30 JUNE 2013

	2013 \$	2012 \$
<u>Note 10: Trade and Other Payables</u>		
Accrued Expenses	11,322	19,893
<u>Note 11: Current Tax Liabilities</u>		
Provision for Income Tax	14,917	15,684
<u>Note 12: Deferred Tax Liabilities</u>		
Provision for Deferred Income Tax	4,912	6,098
<u>Note 13: Retained Earnings</u>		
Retained profits at beginning of financial year	1,596,297	1,610,212
Current year loss from ordinary activities	43,527	(13,915)
Retained profits at end of financial year	1,639,824	1,596,297
<u>Note 14: Reserves</u>		
Asset Revaluation Reserve:		
Opening Balance	2,927,181	3,128,633
Freehold Land revalued to market value	-	(180,000)
Buildings revalued to market value	-	20,000
Paperlinx Ltd shares revalued to market value	(964)	(9,640)
Amcor Ltd shares revalued to market value	882,060	(31,812)
Net increase (decrease) in reserves	881,096	(41,452)
Closing Balance	3,808,277	2,927,181

THE APM SECURITY PLAN SICKNESS AND ACCIDENT FUND (NSW)

ABN 57 413 197 086

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED 30 JUNE 2013

Note 15: Cash Flow Information

- (a) Reconciliation of cash flow from operations with profit from ordinary activities

Profit (Loss) from ordinary activities	43,527	(13,915)
Non cash flows in profit from ordinary activities		
Depreciation	7,700	7,284
Amortisation	6,990	6,990
Loss on Disposals		
Changes in Assets and liabilities		
(Increase)/Decrease in Receivables	3,954	9,137
Increase/(Decrease) in Payables	(8,571)	(10,189)
Increase/(Decrease) in Tax Liabilities	(1,955)	7,563
	<u>51,645</u>	<u>6,870</u>

- (b) Reconciliation of Cash

Cash at the end of the financial year
as shown in the statement of cash flows
is reconciled to the related items in the
statement of financial position as follows:

Cash on Hand and at Bank	313,898	261,964
At call and short term deposits with banks	858,956	863,945
	<u>1,172,854</u>	<u>1,125,909</u>

Note 16: Company Details

The principal place of business is:

1891 Botany Road

MATRAVILLE NSW 2036

THE APM SECURITY PLAN SICKNESS AND ACCIDENT FUND (NSW)
A.B.N. 57 413 197 086

STATEMENT BY COMMITTEE MEMBERS

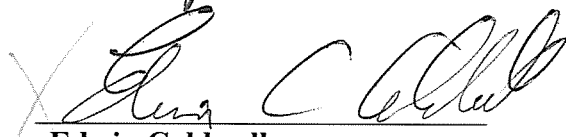
In the opinion of the Committee the accompanying financial statements as set out in the Statement of Financial Performance, Statement of Financial Position, Statement of Cash Flows and the Notes to the Financial Statements:

- (1) Present fairly the financial position of The APM Security Plan Sickness and Accident Fund New South Wales as at 30 June 2013 and its performance for the year ended on that date in accordance with applicable Australian Accounting Standards and other mandatory professional reporting requirements and other authoritative pronouncements of the Australian Accounting Standards Board.
- (2) At the date of this statement, there are reasonable grounds to believe that the APM Security Plan Sickness and Accident Fund New South Wales will be able to pay its debts as and when they fall due.

This statement is made in accordance with a resolution of the Committee and is signed for and on behalf of the Committee by:



Eric Bartschi



Edwin Caldwell

Dated: 4 February 2015

**INDEPENDENT AUDIT REPORT TO THE MEMBERS OF
THE APM SECURITY PLAN SICKNESS AND ACCIDENT FUND (NSW)
A.B.N. 57 413 197 086**

SCOPE

We have audited the financial report of the APM Security Plan Sickness and Accident Fund (NSW) for the year ended 30 June 2013 as set out in the Statement of Financial Performance, Statement of Financial Position, Statement of Cash Flows and the Notes to the Financial Statements. The Committee members of the plan are responsible for the financial report. We have conducted an independent audit of this financial report in order to express an opinion on it to the members of the plan.

Our audit has been conducted in accordance with Australian Auditing Standards to provide reasonable assurance whether the financial report is free of material misstatement. Our procedures included examination on a test basis, of evidence supporting the amounts and other disclosures in the financial report, and the evaluation of accounting policies and significant accounting estimates. These procedures have been undertaken to form an opinion as to whether, in all material respects, the financial report is presented fairly in accordance with Accounting Standards and other mandatory professional reporting requirements so as to present a view which is consistent with our understanding of the plan's financial position and performance as represented by results of its operations and its cash flows.

The audit opinion expressed in this report has been formed on the above basis.

QUALIFICATION

Taxation

It is unclear from the "Rules" of the plan what type of legal entity the plan is. This leads to uncertainty in relation to the taxation of the plan and the procedures in the event of winding up. In 2000, the plan obtained legal advice regarding the appropriate classification for income tax purposes. The advice offered a number of possibilities, including treating the plan as a company for income tax purposes. The plan has prepared income tax returns as a company and paid income tax at company income tax rates since the year ended 30 June 1993. Disclosure of this treatment was made to the Australian Taxation Office at the time of lodgement of the 30 June 1993 income tax return however no confirmation was received by the plan. The financial report provides for income tax using the principles and rates applying to company income tax. No definitive conclusion has been reached regarding the legal standing of the plan for any other purpose.

Until such time as a definite conclusion is reached regarding the status of the plan, we are unable to form an opinion as to the adequacy of income tax provided in the financial report.

**INDEPENDENT AUDIT REPORT TO THE MEMBERS OF
THE APM SECURITY PLAN SICKNESS AND ACCIDENT FUND (NSW)
A.B.N. 57 413 197 086**

QUALIFIED AUDIT OPINION

In our opinion, except for the effects on the financial report of the matters referred to in the qualification paragraph, the financial report of the plan:

- (i) gives a true and fair view of the plan's financial position as at 30 June 2013 and of its performance for the year ended on that date: and
- (ii) complies with Accounting Standards in Australia and other mandatory professional reporting requirements in Australia.

D A STRATI & ASSOCIATES PTY LTD
Certified Practising Accountants



DOMENIC STRATI

Dated: 4 February 2015

**Level 3,
376 Bay Street
BRIGHTON LE SANDS NSW 2216**

THE APM SECURITY PLAN SICKNESS AND ACCIDENT FUND (NSW)
A.B.N. 57 413 197 086

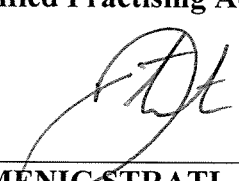
PRIVATE INFORMATION FOR THE COMMITTEE MEMBERS

DETAILED PROFIT AND LOSS STATEMENT
FOR THE YEAR ENDED 30 JUNE 2013

DISCLAIMER

The additional financial data presented in the Detailed Profit and Loss Statement is in accordance with the books and records of THE APM SECURITY PLAN SICKNESS AND ACCIDENT FUND (NSW) for the year ended 30 June 2013. It will be appreciated that our audit of the financial report did not cover all details of the additional data contained in the Detailed Profit and Loss Statement. Accordingly, we do not express an opinion on the Detailed Profit and Loss Statement and no warranty of accuracy or reliability is given. Neither the firm nor any member or employee of the firm undertakes responsibility in any way whatsoever to any person (other than our client) in respect of the Detailed Profit and Loss Statement, including any errors or omissions therein, however caused.

D A STRATI & ASSOCIATES PTY LTD
Certified Practising Accountants



DOMENIC STRATI
Director

Dated: 4 February 2015

Level 3,
376 Bay Street
BRIGHTON LE SANDS NSW 2216

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THE APM SECURITY PLAN SICKNESS AND ACCIDENT FUND (NSW)
ABN 57 413 197 086

DETAILED PROFIT AND LOSS STATEMENT
FOR THE YEAR ENDED 30 JUNE 2013

	2013	2012
	\$	\$
Income		
Contributions		
Members	248	11,233
Dividends		
Amarco Limited	111,342	104,112
Interest Income		
Non Related Corporations	43,652	49,571
Other Income		
Booking Fees	-	650
Net Operating Revenue	<u>155,242</u>	<u>165,566</u>
Expenses		
Auditors Remuneration		
Audit Fees	6,050	5,940
Other Services	4,400	4,290
Bank Charges	120	-
Benefits Paid		
Sickness and Accident	(2,689)	68,181
Mortality Benefits	7,400	5,800
Donations	-	2,700
Amortisation- Legal Costs	6,990	6,990
Property Expenses		
Depreciation Buildings	6,000	5,500
Depreciation Furniture & Fittings	1,186	1,332
Depreciation Motor Boat	151	188
Depreciation Improvements	363	264
Electricity	2,079	2,085
Lawnmowing	2,700	1,600
Cleaning	2,635	2,803
Insurance	4,922	4,127
Land Tax	19,970	19,314
Rates	8,094	8,162
Caretaker	6,864	7,007
Repairs and Maintenance	1,669	501
Total Expenses	<u>78,904</u>	<u>146,784</u>
Operating Profit	<u><u>76,338</u></u>	<u><u>18,782</u></u>

**THE APM SECURITY PLAN SICKNESS AND
ACCIDENT FUND NEW SOUTH WALES
ABN 57 413 197 086**

FINANCIAL REPORT

30 JUNE 2014

**THE APM SECURITY PLAN SICKNESS AND
ACCIDENT FUND (NSW)
A.B.N. 57 413 197 086**

30 JUNE 2014

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THE APM SECURITY PLAN SICKNESS AND ACCIDENT FUND (NSW)
A.B.N. 57 413 197 086

COMMITTEE REPORT

Your Committee Members present the Financial Report of the APM Security Plan Sickness and Accident Fund New South Wales for the financial year ended 30 June 2014.

Committee Members

The names of Committee Members in office at any time during or since the end of the year are:

Eric Bartschi - Chairman
 Peter Ryan – Resigned 12/07/2013
 Edwin Caldwell - Secretary
 Fiona Faust - Members' Trustee
 Michael Kondos

Committee Members have been in office since the start of the financial year to the date of this report unless otherwise stated.

Principal Activities

The principal activities of the plan during the financial year were to provide health and welfare benefits to members.

There were no significant changes in the nature of the plan's principal activities during the financial year.

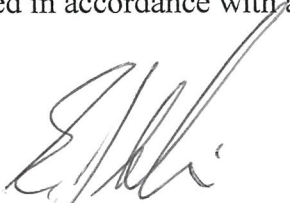
Operating Results

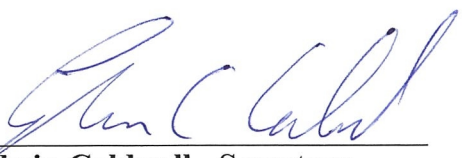
The net profit of the plan for the financial year after providing for income tax amounted to \$56,517.

Indemnifying Officers or Auditor

No indemnities have been given or insurance premiums paid, during or since the end of the financial year, for any person who is or has been an officer or auditor of the plan.

Signed in accordance with a resolution of the Committee Members.

X 
 Eric Bartschi - Chairman

X 
 Edwin Caldwell - Secretary

X  17-7-18
 Date

THE APM SECURITY PLAN SICKNESS AND ACCIDENT FUND (NSW)
A.B.N 57 413 197 086

AUDITORS INDEPENDENCE DECLARATION

To the Committee of the APM Security Plan Sickness and Accident Fund (NSW)

I declare that, to the best of my knowledge and belief in relation to the audit for the financial year ended 30 June 2014 there has been:

1. No contraventions of any applicable code of professional conduct in relation to the audit.

D A STRATI & ASSOCIATES PTY LTD
Certified Practising Accountants



DOMENIC STRATI

28.5.18

Date

Level 5,
376 Bay Street
BRIGHTON LE SANDS NSW 2216

THE APM SECURITY PLAN SICKNESS AND ACCIDENT FUND (NSW)
ABN 57 413 197 086

STATEMENT OF FINANCIAL PERFORMANCE
FOR THE YEAR ENDED 30 JUNE 2014

	Note	2014 \$	2013 \$
Revenues from ordinary activities	2	160,692	155,242
Depreciation and amortisation expenses	3	(8,260)	(7,700)
Other expenses from ordinary activities		(58,053)	(71,204)
Profit from ordinary activities before Income tax expense		94,379	76,338
Income tax expense	4	(37,862)	(32,811)
Net Profit/(Loss) from ordinary activities after Income tax expense	13	56,517	43,527
Net increase (decrease) in reserves	14	495,014	881,096
Total change in equity		551,531	924,623

The accompanying notes form part of these financial statements.

THE APM SECURITY PLAN SICKNESS AND ACCIDENT FUND (NSW)
ABN 57 413 197 086

STATEMENT OF FINANCIAL POSITION
AS AT 30 JUNE 2014

	Note	2014 \$	2013 \$
CURRENT ASSETS			
Cash and Cash Equivalents	5	1,251,982	1,172,854
Trade and Other Receivables	6	<u>16,391</u>	<u>16,375</u>
TOTAL CURRENT ASSETS		<u>1,268,373</u>	<u>1,189,229</u>
NON-CURRENT ASSETS			
Intangible Assets	7	-	3,174
Financial Assets	8	3,432,327	2,937,313
Property, Plant and Equipment	9	<u>1,342,071</u>	<u>1,349,536</u>
TOTAL NON-CURRENT ASSETS		<u>4,774,398</u>	<u>4,290,023</u>
TOTAL ASSETS		<u>6,042,771</u>	<u>5,479,252</u>
CURRENT LIABILITIES			
Trade and Other Payables	10	22,129	11,322
Current Tax Liabilities	11	<u>16,092</u>	<u>14,917</u>
TOTAL CURRENT LIABILITIES		<u>38,221</u>	<u>26,239</u>
NON-CURRENT LIABILITIES			
Deferred Tax Liabilities	12	<u>4,917</u>	<u>4,912</u>
TOTAL NON-CURRENT LIABILITIES		<u>4,917</u>	<u>4,912</u>
TOTAL LIABILITIES		<u>43,138</u>	<u>31,151</u>
NET ASSETS		<u>5,999,633</u>	<u>5,448,101</u>
EQUITY			
Retained Earnings	13	1,696,342	1,639,824
Reserves	14	<u>4,303,291</u>	<u>3,808,277</u>
TOTAL EQUITY		<u>5,999,633</u>	<u>5,448,101</u>

The accompanying notes form part of these financial statements.

THE APM SECURITY PLAN SICKNESS AND ACCIDENT FUND (NSW)
ABN 57 413 197 086

CASH FLOW STATEMENT
FOR THE YEAR ENDED 30 JUNE 2014

	Note	2014 \$	2013 \$
CASH FLOW FROM OPERATING ACTIVITIES			
Receipts from members & operations		-	248
Payments to suppliers and employees		(48,105)	(72,786)
Dividends received		124,356	111,342
Interest received		36,320	47,605
Income tax paid		(32,648)	(34,764)
Net cash provided by (used in) operating activities	15 (a)	<u>79,923</u>	<u>51,645</u>
CASH FLOW FROM INVESTING ACTIVITIES			
Payment for property, plant and equipment		(794)	(4,700)
Payment for Intangibles			-
Net cash used in investing activities		<u>(794)</u>	<u>(4,700)</u>
Net increase in cash held		79,129	46,945
Cash at beginning of financial year		1,172,853	1,125,908
Cash at end of financial year	15 (b)	<u><u>1,251,982</u></u>	<u><u>1,172,853</u></u>

The accompanying notes form part of these financial statements.

THE APM SECURITY PLAN SICKNESS AND ACCIDENT FUND (NSW)
A.B.N. 57 413 197 086
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 30 JUNE 2014

NOTE 1 – STATEMENT OF SIGNIFICANT ACCOUNTING POLICIES

The financial report is a general purpose financial report that has been prepared in accordance with Australian Accounting Standards, Australian Accounting Interpretations and other authoritative pronouncements of the Australian Accounting Standards Board.

The financial report complies with all International Financial Reporting Standards (IFRS) in their entirety.

The following is a summary of the material accounting policies applied by the plan in the preparation of the financial report. The accounting policies have been consistently applied unless otherwise stated.

The accounting policies set out below have been consistently applied to all years presented.

Accounting Policies

a) Income Tax

The charge for current income tax expense is based on the profit for the year adjusted for any non-assessable or disallowed items. It is calculated using tax rates for companies that have been enacted or are subsequently enacted by the balance sheet date.

The plan has been treated as a company for taxation purposes on the basis of legal advice obtained. The Committee intends to arrange for confirmation of this treatment from the Australian Taxation Office.

Deferred tax is accounted for using the balance sheet liability method in respect of temporary differences arising between the tax bases of assets and liabilities and their carrying amounts in the financial statements. No deferred income tax will be recognised from the initial recognition of an asset or liability, excluding a business combination, where there is no effect on accounting or taxable profit or loss.

Deferred tax is calculated at the tax rates that are expected to apply to the period when the asset is realised or liability is settled. Deferred tax is credited in the income statement except where it relates to items that may be credited directly to equity, in which case the deferred tax is adjusted directly against equity.

Deferred income tax assets are recognised to the extent that it is probable that future tax profits will be available against which deductible temporary differences can be utilised.

The amount of benefits brought to account or which may be realised in the future is based on the assumption that no adverse change will occur in income tax legislation and the anticipation that the plan will derive future assessable income to enable the benefit to be realised and comply with the conditions of deductibility imposed by the law.

b) Property

Freehold land and buildings are measured at cost or directors' valuation.

Accounting standards require that non-current assets be measured on either the cost basis or fair value basis. Fair value is the amount for which an asset could be exchanged between knowledgeable willing parties in an arms length transaction based on periodic, but at least triennial, valuations by external independent valuers, less subsequent depreciation for buildings.

An independent valuation of the land and buildings was obtained 1 October 2013.

THE APM SECURITY PLAN SICKNESS AND ACCIDENT FUND (NSW)
A.B.N. 57 413 197 086
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 30 JUNE 2014

NOTE 1 – STATEMENT OF SIGNIFICANT ACCOUNTING POLICIES

c) Plant and Equipment

Plant and equipment are measured on the cost basis less depreciation and impairment losses.

The carrying amount of plant and equipment is reviewed annually by the Committee to ensure it is not in excess of the recoverable amount from those assets. The recoverable amount is assessed on the basis of the expected net cash flows that will be received from the assets' employment and subsequent disposal. The expected net cash flows have been discounted to their present values in determining recoverable amounts.

Subsequent costs are included in the asset's carrying amount or recognised as a separate asset, as appropriate, only when it is probable that future economic benefits associated with the item will flow to the plan and the cost of the item can be measured reliably. All other repairs and maintenance are charged to the income statement during the financial period in which they are incurred.

Increases in the carrying amount arising on the revaluation of land and buildings are credited to a revaluation reserve in equity. Decreases that offset previous increases of the same asset are charged against fair value reserves directly in equity; all other decreases are charged to the income statement.

d) Depreciation

The depreciable amount of all fixed assets, including buildings but excluding freehold land is depreciated on a diminishing value basis over their useful lives to the plan commencing from the time the asset is held ready for use.

The depreciation rates for each class of depreciable assets are:

<i>Class of Fixed Asset</i>	<i>Depreciation Rate</i>
Buildings	2.5%
Point Clare furniture and fittings	7.5% - 50%
Motor Boat Engine	20%

The assets' residual values and useful lives are reviewed, and adjusted if appropriate, at each balance sheet date.

An assets' carrying amount is written down immediately to its recoverable amount if the assets' carrying amount is greater than its estimated recoverable amount.

Gains and losses on disposals are determined by comparing proceeds with the carrying amount. These gains or losses are included in the income statement. When revalued assets are sold, amounts included in the revaluation reserve relating to that asset are transferred to retained earnings.

e) Financial Instruments

Recognition

Financial instruments are initially measured at cost on trade date, which includes transaction costs, when the related contractual rights or obligations exist. Subsequent to initial recognition these instruments are measured as set out below.

THE APM SECURITY PLAN SICKNESS AND ACCIDENT FUND (NSW)
A.B.N. 57 413 197 086
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 30 JUNE 2014

NOTE 1 – STATEMENT OF SIGNIFICANT ACCOUNTING POLICIES

Financial assets at fair value through profit and loss

A financial asset is classified in this category if acquired principally for the purpose of selling in the short term or if so designated by management and within the requirements of AASB 139: Financial Instruments: Recognition and Measurement.

Derivatives are also categorised as held for trading unless they are designated as hedges. Realised and unrealised gains and losses arising from changes in the fair value of these assets are included in the income statement in the period in which they arise.

Loans and receivables

Loans and receivables are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market and are stated at amortised cost using the effective interest rate method.

Held-to-maturity investments

These investments have fixed maturities, and it is the plan's intention to hold these investments to maturity. Any held-to-maturity investments held by the plan are stated at amortised cost using the effective interest rate method.

Available-for-sale financial assets

Available-for-sale financial assets include any financial assets not included in the above categories.

Available-for-sale financial assets are reflected at fair value. Unrealised gains and losses arising from changes in fair value are taken directly to equity.

Financial liabilities

Non-derivative financial liabilities are recognised at amortised cost, comprising original debt less principal payments and amortisation.

Derivative instruments

Derivative instruments are measured at fair value. Gains and losses arising from changes in fair value are taken to the income statement unless they are designated as hedges.

Fair value

Fair value is determined based on current bid prices for all quoted investments. Valuation techniques are applied to determine the fair value for all unlisted securities, including recent arm's length transactions, reference to similar instruments and option pricing methods.

Impairment

At each reporting date, the plan assesses whether there is objective evidence that a financial instrument has been impaired. In the case of available-for-sale financial instruments, a prolonged decline in the value of the instrument is considered to determine whether an impairment has arisen. Impairment losses are recognised in the income statement.

f) Impairment of Assets

At each reporting date, the plan reviews the carrying values of its tangible and intangible assets to determine whether there is any indication that those assets have been impaired. If such an indication

THE APM SECURITY PLAN SICKNESS AND ACCIDENT FUND (NSW)
A.B.N. 57 413 197 086
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 30 JUNE 2014

NOTE 1 – STATEMENT OF SIGNIFICANT ACCOUNTING POLICIES

exists, the recoverable amount of the asset, being the higher of the asset's fair value less cost to sell and value-in-use, is compared to the asset's carrying value.

Any excess of the asset's carrying value over its recoverable amount is an expense to the income statement.

Impairment testing is performed annually for goodwill and intangible assets with indefinite lives.

Where it is not possible to estimate the recoverable amount of an individual asset, the plan estimates the recoverable amount of the cash-generating unit to which the asset belongs.

g) Cash and Cash Equivalents

Cash and cash equivalents include cash on hand, deposits held at call with banks, other short-term highly liquid investments with original maturities of twelve months or less.

h) Revenue

Interest revenue is recognised on a proportional basis taking into account the interest rates applicable to the financial assets.

Dividend revenue is recognised when the right to receive a dividend has been established.

i) Goods and Services Tax (GST)

Revenues, expenses and assets are recognised inclusive of the GST amount. This is as a result of the plan not being registered for GST as its annual turnover subject to GST is less than the threshold.

j) Comparative Figures

When required by Accounting Standards, comparative figures have been adjusted to conform to changes in presentation for the current financial year.

THE APM SECURITY PLAN SICKNESS AND ACCIDENT FUND (NSW)
ABN 57 413 197 086
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 30 JUNE 2014

	2014 \$	2013 \$
<u>Note 2: Revenue</u>		
Operating Activities		
Contributions		
Members	-	248
Dividends		
Amcor Limited	115,680	111,342
Orora Limited	8,676	-
Interest Income		
Non Related Corporations	36,336	43,652
Net Operating Revenue	<u>160,692</u>	<u>155,242</u>

Note 3: Profit from Ordinary Activities

Profit from Ordinary Activities has been determined after:

Depreciation of Non-Current Assets		
- Buildings	6,000	6,000
- Plant & Equipment	2,260	1,700
Total Depreciation	<u>8,260</u>	<u>7,700</u>
Remuneration of Auditor		
Audit Fees	6,050	6,050
Other Services	4,400	4,400
	<u>10,450</u>	<u>10,450</u>

Note 4: Income Tax Expense

The prima facie tax payable on profit from ordinary activities is reconciled to income tax expense as follows:

Prima facie tax payable on operating profit	28,314	22,902
Add:		
Non deductible member expenses re mutuality	9,548	9,984
Adjustment to prior years tax	-	-
Less:		
Non assessable member income re mutuality	-	(75)
Income Tax Expense	<u>37,862</u>	<u>32,811</u>

Note 5: Cash and Cash Equivalents

Members Australia Credit Union		
Current Account	124,019	65,394
Term Deposit	510,736	504,113
St George Bank Ltd		
Current Account	257,732	248,504
Term Deposit	359,495	354,843
	<u>1,251,982</u>	<u>1,172,854</u>

THE APM SECURITY PLAN SICKNESS AND ACCIDENT FUND (NSW)

ABN 57 413 197 086

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 30 JUNE 2014

	2014 \$	2013 \$
<u>Note 6: Trade and Other Receivables</u>		
Interest Accrued	16,391	16,375
<u>Note 7: Intangible Assets</u>	-	3,174
<u>Note 8: Financial Assets</u>		
Shares in listed corporations		
Amcor Ltd - 289,200 shares at market value	3,016,356	2,932,488
Members Australia Credit Union at Cost	5	5
Spicers Ltd - 96,400 shares at Market Value	3,856	4,820
Orora Ltd - 289,200 shares at Market Value	412,110	-
	<u>3,432,327</u>	<u>2,937,313</u>
<u>Note 9: Property, Plant & Equipment</u>		
Freehold Land		
Independant Valuation as at 1/10/2013	1,160,000	1,160,000
Buildings		
at Cost (Note 1)	240,000	240,000
Less Accumulated Depreciation	<u>(73,673)</u>	<u>(67,673)</u>
	166,327	172,327
Structural Improvements		
at Cost	10,873	10,873
Less Accumulated Depreciation	<u>(1,648)</u>	<u>(1,305)</u>
	9,225	9,568
Furniture and Fittings		
at Cost	24,960	24,165
Less Accumulated Depreciation	<u>(18,923)</u>	<u>(17,127)</u>
	6,037	7,038
Motor Boat		
at Cost	17,093	17,093
Less Accumulated Amortisation	<u>(17,093)</u>	<u>(17,093)</u>
	-	-
Boat Trailer		
at Cost	600	600
Less Accumulated Amortisation	<u>(600)</u>	<u>(600)</u>
	-	-
Box Trailer		
at Cost	325	325
Less Accumulated Amortisation	<u>(325)</u>	<u>(325)</u>
	-	-
Motor Boat Engine		
at Cost	1,550	1,550
Less Accumulated Amortisation	<u>(1,068)</u>	<u>(947)</u>
	482	603
Total Property, Plant and Equipment	<u>1,342,071</u>	<u>1,349,536</u>

THE APM SECURITY PLAN SICKNESS AND ACCIDENT FUND (NSW)
 ABN 57 413 197 086
 NOTES TO THE FINANCIAL STATEMENTS
 FOR THE YEAR ENDED 30 JUNE 2014

	2014 \$	2013 \$
Note 9: Property, Plant & Equipment (continued)		
Movement in the carrying amounts for each class of Property, Plant and Equipment between the beginning and the end of the current financial year		
<u>Freehold Land</u>		
Balance at the beginning of the year	1,160,000	1,160,000
Revaluation	-	-
Carrying amount at the end of the year	<u>1,160,000</u>	<u>1,160,000</u>
<u>Buildings</u>		
Balance at the beginning of the year	172,327	178,327
Revaluation	-	-
Additions	-	-
Depreciation Expense	(6,000)	(6,000)
Carrying amount at the end of the year	<u>166,327</u>	<u>172,327</u>
<u>Structural Improvements</u>		
Balance at the beginning of the year	9,568	5,231
Additions	-	4,700
Depreciation	(343)	(363)
Carrying amount at the end of the year	<u>9,225</u>	<u>9,568</u>
<u>Furniture and Fittings</u>		
Balance at the beginning of the year	7,038	8,224
Additions	794	-
Depreciation Expense	(1,796)	(1,186)
Carrying amount at the end of the year	<u>6,036</u>	<u>7,038</u>
<u>Motor Boat Engine</u>		
Balance at the beginning of the year	603	754
Depreciation Expense	(121)	(151)
Carrying amount at the end of the year	<u>482</u>	<u>603</u>
<u>Totals</u>		
Balance at the beginning of the year	1,349,536	1,352,536
Additions	794	4,700
Disposals	-	-
Revaluations	-	-
Depreciation Expense	(8,260)	(7,700)
Carrying amount at the end of the year	<u>1,342,070</u>	<u>1,349,536</u>

THE APM SECURITY PLAN SICKNESS AND ACCIDENT FUND (NSW)
 ABN 57 413 197 086
 NOTES TO THE FINANCIAL STATEMENTS
 FOR THE YEAR ENDED 30 JUNE 2014

	2014 \$	2013 \$
<u>Note 10: Trade and Other Payables</u>		
Other Creditors	10,450	-
Accrued Expenses	11,679	11,322
	<u>22,129</u>	<u>11,322</u>
<u>Note 11: Current Tax Liabilities</u>		
Provision for Income Tax	<u>16,092</u>	<u>14,917</u>
<u>Note 12: Deferred Tax Liabilities</u>		
Provision for Deferred Income Tax	<u>4,917</u>	<u>4,912</u>
<u>Note 13: Retained Earnings</u>		
Retained profits at beginning of financial year	1,639,824	1,596,297
Current year profit/loss from ordinary activities	56,518	43,527
Retained profits at end of financial year	<u>1,696,342</u>	<u>1,639,824</u>
<u>Note 14: Reserves</u>		
Asset Revaluation Reserve:		
Opening Balance	3,808,277	2,927,181
Spicers Ltd shares revalued to market value	(964)	(964)
Ancor Ltd shares revalued to market value	83,868	882,060
Orora Ltd shares revalued to market value	412,110	-
Net increase (decrease) in reserves	<u>495,014</u>	<u>881,096</u>
Closing Balance	<u>4,303,291</u>	<u>3,808,277</u>

THE APM SECURITY PLAN SICKNESS AND ACCIDENT FUND (NSW)
ABN 57 413 197 086
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 30 JUNE 2014

Note 15: Cash Flow Information

(a) Reconciliation of cash flow from operations with profit from ordinary activities

Profit (Loss) from ordinary activities	56,518	43,527
Non cash flows in profit from ordinary activities		
Depreciation	8,260	7,700
Amortisation	3,174	6,990
Loss on Disposals		
Changes in Assets and liabilities		
(Increase)/Decrease in Receivables	(16)	3,954
Increase/(Decrease) in Payables	10,807	(8,571)
Increase/(Decrease) in Tax Liabilities	1,180	(1,955)
	<u>79,923</u>	<u>51,645</u>

(b) Reconciliation of Cash

Cash at the end of the financial year as shown in the statement of cash flows is reconciled to the related items in the statement of financial position as follows:

Cash on Hand and at Bank	381,751	313,898
At call and short term deposits with banks	870,231	858,956
	<u>1,251,982</u>	<u>1,172,854</u>

Note 16: Company Details

The principal place of business is:
 1891 Botany Road
 MATRAVILLE NSW 2036

THE APM SECURITY PLAN SICKNESS AND ACCIDENT FUND (NSW)
A.B.N. 57 413 197 086

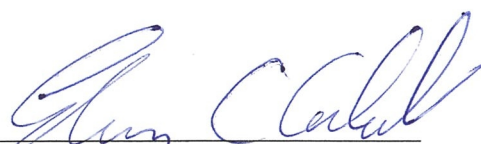
STATEMENT BY COMMITTEE MEMBERS

In the opinion of the Committee the accompanying financial statements as set out in the Statement of Financial Performance, Statement of Financial Position, Statement of Cash Flows and the Notes to the Financial Statements:

- (1) Present fairly the financial position of The APM Security Plan Sickness and Accident Fund New South Wales as at 30 June 2014 and its performance for the year ended on that date in accordance with applicable Australian Accounting Standards and other mandatory professional reporting requirements and other authoritative pronouncements of the Australian Accounting Standards Board.
- (2) At the date of this statement, there are reasonable grounds to believe that the APM Security Plan Sickness and Accident Fund New South Wales will be able to pay its debts as and when they fall due.

This statement is made in accordance with a resolution of the Committee and is signed for and on behalf of the Committee by:

X 
 Eric Bartschi - Chairman

X 
 Edwin Caldwell - Secretary

X 17-7-18
 Date

**INDEPENDENT AUDIT REPORT TO THE MEMBERS OF
THE APM SECURITY PLAN SICKNESS AND ACCIDENT FUND (NSW)
A.B.N. 57 413 197 086**

SCOPE

We have audited the financial report of the APM Security Plan Sickness and Accident Fund (NSW) for the year ended 30 June 2014 as set out in the Statement of Financial Performance, Statement of Financial Position, Statement of Cash Flows and the Notes to the Financial Statements. The Committee members of the plan are responsible for the financial report. We have conducted an independent audit of this financial report in order to express an opinion on it to the members of the plan.

Our audit has been conducted in accordance with Australian Auditing Standards to provide reasonable assurance whether the financial report is free of material misstatement. Our procedures included examination on a test basis, of evidence supporting the amounts and other disclosures in the financial report, and the evaluation of accounting policies and significant accounting estimates. These procedures have been undertaken to form an opinion as to whether, in all material respects, the financial report is presented fairly in accordance with Accounting Standards and other mandatory professional reporting requirements so as to present a view which is consistent with our understanding of the plan's financial position and performance as represented by results of its operations and its cash flows.

The audit opinion expressed in this report has been formed on the above basis.

QUALIFICATION

Taxation

It is unclear from the "Rules" of the plan what type of legal entity the plan is. This leads to uncertainty in relation to the taxation of the plan and the procedures in the event of winding up. In 2000, the plan obtained legal advice regarding the appropriate classification for income tax purposes. The advice offered a number of possibilities, including treating the plan as a company for income tax purposes. The plan has prepared income tax returns as a company and paid income tax at company income tax rates since the year ended 30 June 1993. Disclosure of this treatment was made to the Australian Taxation Office at the time of lodgement of the 30 June 1993 income tax return however no confirmation was received by the plan. The financial report provides for income tax using the principles and rates applying to company income tax. No definitive conclusion has been reached regarding the legal standing of the plan for any other purpose.

Until such time as a definite conclusion is reached regarding the status of the plan, we are unable to form an opinion as to the adequacy of income tax provided in the financial report.

**INDEPENDENT AUDIT REPORT TO THE MEMBERS OF
THE APM SECURITY PLAN SICKNESS AND ACCIDENT FUND (NSW)
A.B.N. 57 413 197 086**

QUALIFIED AUDIT OPINION

In our opinion, except for the effects on the financial report of the matters referred to in the qualification paragraph, the financial report of the plan:

- (i) gives a true and fair view of the plan's financial position as at 30 June 2014 and of its performance for the year ended on that date: and
- (ii) complies with Accounting Standards in Australia and other mandatory professional reporting requirements in Australia.

**D A STRATI & ASSOCIATES PTY LTD
Certified Practising Accountants**



DOMENIC STRATI

28.5.18

Date

**Level 5,
376 Bay Street
BRIGHTON LE SANDS NSW 2216**

THE APM SECURITY PLAN SICKNESS AND ACCIDENT FUND (NSW)
A.B.N. 57 413 197 086

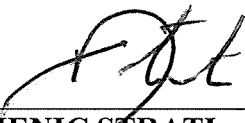
PRIVATE INFORMATION FOR THE COMMITTEE MEMBERS

DETAILED PROFIT AND LOSS STATEMENT
FOR THE YEAR ENDED 30 JUNE 2014

DISCLAIMER

The additional financial data presented in the Detailed Profit and Loss Statement is in accordance with the books and records of THE APM SECURITY PLAN SICKNESS AND ACCIDENT FUND (NSW) for the year ended 30 June 2014. It will be appreciated that our audit of the financial report did not cover all details of the additional data contained in the Detailed Profit and Loss Statement. Accordingly, we do not express an opinion on the Detailed Profit and Loss Statement and no warranty of accuracy or reliability is given. Neither the firm nor any member or employee of the firm undertakes responsibility in any way whatsoever to any person (other than our client) in respect of the Detailed Profit and Loss Statement, including any errors or omissions therein, however caused.

D A STRATI & ASSOCIATES PTY LTD
Certified Practising Accountants


DOMENIC STRATI
Director

28.5.18
Date

Level 5,
376 Bay Street
BRIGHTON LE SANDS NSW 2216

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THE APM SECURITY PLAN SICKNESS AND ACCIDENT FUND (NSW)
ABN 57 413 197 086

DETAILED PROFIT AND LOSS STATEMENT
FOR THE YEAR ENDED 30 JUNE 2014

	2014	2013
	\$	\$
Income		
Contributions		
Members	-	248
Dividends		
Amcor Limited	115,680	111,342
Orora Limited	8,676	-
Interest Income		
Non Related Corporations	36,336	43,652
Net Operating Revenue	<u>160,692</u>	<u>155,242</u>
 Expenses		
Auditors Remuneration		
Audit Fees	6,050	6,050
Other Services	4,400	4,400
Bank Charges	15	120
Benefits Paid		
Sickness and Accident	-	(2,689)
Mortality Benefits	1,600	7,400
Amortisation- Legal Costs	3,174	6,990
Property Expenses		
Depreciation Buildings	6,000	6,000
Depreciation Furniture & Fittings	1,796	1,186
Depreciation Motor Boat	121	151
Depreciation Improvements	343	363
Electricity	1,687	2,079
Lawnmowing	1,880	2,700
Cleaning	2,666	2,635
Insurance	2,439	4,922
Land Tax	12,734	19,970
Rates	8,113	8,094
Property Valuation Fee	1,500	-
Caretaker	7,436	6,864
Repairs and Maintenance	4,359	1,669
Total Expenses	<u>66,313</u>	<u>78,904</u>
 Operating Profit	<u><u>94,379</u></u>	<u><u>76,338</u></u>

Ed Caldwell

From: Fiona Faust
Sent: Wednesday, 18 January 2017 9:50 AM
To: Adrian Dawson
Cc: Eric Bartschi; Ed Caldwell
Subject: RE: Point ClareTax Invoice

Hi Adrian

I refer to the below invoice that you have charged us for items i.e. flyscreen, cutlery, spraying for spiders etc. The committee has met today and would like to view the receipts for all things that were purchased, along with the receipt for the spraying of the property. The \$1100 bill for these items appears to be a little high given that there are some things that have obviously not been completed. We had a committee member up at the property over the past weekend and he has raised a number of issues, taken photos and given us an overview of the state of the property. The place was still very active with both spiders and cockroaches. Given that it was sprayed only in November, we were a little concerned with the quality of the company used. Please provide their details so I can contact them and express my displeasure.

We have also been advised that there are so many things that have not been looked after or maintained that I would have expected a caretaker to complete. i.e. cleaning of the outside of the property (white building) the state of the walls is very off-putting to any one visiting. The overgrowth of the bush outside of the garage, the number of cars parked on OUR property (5 were counted + trailer for mower – which makes it very difficult for our guests to park their own vehicle). The state of the chairs inside the main house (ripped/damaged), the fridge in the main house is not even working, the hinge on the back gate rusted through and the list goes on. These are things that I thought we were paying you to take care of as the caretaker, or even advise us when you think things should be replaced.

It is due to this and the fact that you are not even a regular visitor to the property, that we have come to a decision to terminate your role as caretaker effective immediately. If you would please forward the keys to the property to my attention at PO Box 95 Matraville NSW 2036 at your earliest convenience that would be appreciated. Once we receive the keys we will process your final invoice.

We would like to thank you for your service over the past few years and appreciate your assistance.

Kind regards,

Fiona, Eric & Ed

From: Adrian Dawson [mailto:adrianmarkdawson@gmail.com]
Sent: Sunday, 27 November 2016 10:17 AM
To: Fiona Faust
Subject: Point ClareTax Invoice

Fiona,

Please find as attached, tax invoice for payment.

Regards
 Adrian Dawson

Ed Caldwell

From: amanda.caldwell@optusnet.com.au
Sent: Tuesday, 12 December 2017 11:58 AM
To: Ed Caldwell; Fiona Faust
Subject: natcaldwell1982@gmail.com
Attachments: 2017-12-12 Domayne receipt 001.jpg; 2017-12-12 receipts point clare 001.jpg

Hi,

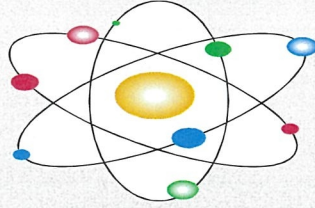
Attached are:

- the receipt from Domayne for the sofa bed lounges
- receipts for the key cutting and for new moisture absorbers for the units/house (as others were full).

I've copied Nathan on this email - as I will be away from 13 December 2017 to 13 January 2018, please make sure Nat is copied on any emails about tenants or otherwise to do with the property while I'm gone.

Thanks
Josh

Email sent using Optus Webmail



APM BOTANY MILL SECURITY PLAN SICKNESS & ACCIDENT FUND

Monday 26 August 2019

Present: Ed Caldwell, Eric Bartschi, Fiona Faust,
Minutes: Fiona Faust

Meeting held to discuss several items.

1. Addition of signatories to the St George Bank account
 - a. Agreed to add Ross Smith and Fiona Faust as signatories on the account, in addition to Eric Bartschi and Ed Caldwell
2. Remove Peter Ryan as a signatory on the account
 - a. Agreed to request St George to remove Peter Ryan from signatory list
3. Closure of Bank Australia accounts and transferring of money to St George
 - a. Agreement to start the process of closing the Bank Australia accounts and move all monies in the fund to St George
4. Visit St George to organize a cheque book be attached to the account to use as an everyday account for bill payments etc.
 - a. Agreed for Eric, Ed, Ross and Fiona to meet with St George to discuss account
5. Discussed the potential wind up of the fund. With the retirement of Ed and uncertainty of Eric's time in the business we feel the time is right to commence the wind up process.
 - a. Agreed that Eric and Fiona will discuss with Chris Rosser and inform him what we intend to do.
 - b. Involve Jason Arnheim and advise the we are commencing the wind up of the fund.

Wind up of Fairfield Maryvale Welfare fund

Two Separate Funds

A Pension Fund and a Welfare Fund

Pension Fund

The Pension fund was frozen in 1952. It had its own assets and members. The assets were distributed to the members based on the advice of an actuary. The older the Member the less they received.

Welfare Fund

The Welfare fund paid sickness benefits, Mortality benefits and a Retirement benefit.

The fund was rolled up due to pressure from Amcor management related to the pending demerger of Amcor. The board of the fund also was keen to close it, as it was becoming increasingly time consuming and expensive (Legal costs) to maintain.

As we have found with our fund it dose not fit into current legal definitions.
The fund was defined as a superannuating Fund

The Board sought legal advice on how to best roll up the fund based on fairness and legal principals An actuary was also involved

The welfare fund was deviled into two sections. One section for Honoree members and one section for Current members. Actuaries calculated what the accrued entitlement for each section was and also a Fund surplus for each section. .

Honorary Members

The Honorary members under the existing rules were guaranteed a Mortality benefit of \$5000. To be an honorary member of the fund you had to be a member for at least 15 years and be at least 50 years of age on termination of employment. The honorary membership scheme was frozen in 1991 with about 500 members.
Since 1991 any member who would have qualified as an Honorary member were paid a \$3000.00 retirement benefit on termination. This group was excluded from the distribution of the funds assets

Before closing off the books a search was done for former employees who would have qualified for honorary membership. That is Employment terminated prior to 1991 aged at least 50 and with 15 years or more of service. This search involved an internet search and advertising in several newspapers The funds assets were liquidated and held for a 12-month period (waiting for former members to come out of the woodwork). Indemnity insurance was taken out to cover any further claims.

The assets determined to be for honorary section of the fund were distributed to Honorary members according to what their accrued entitlement would have been according to the actuary , plus a share of the "surplus".

The amount of the surplus was based on age with older members receiving a larger share.
The honorary members were either paid in cash or where applicable into a superannuating account.

Current Members

Under the existing rules members were due a \$3000. Payment on retirement (after 15 years of service and being at least 50). The actuary took this into account when calculating the "surplus" to be distributed to current members. Kevin McKenzie was unsure if any pro rata retirement benefit was allowed for employees with less than 15 years service.

The "surplus" was distributed according to days of membership of the fund.
Based on the legal advise obtained this pay out was made into the Members superannuating funds as an undedicated contribution.

The assets of the fund were about \$14,000,000

A current member with 20 years service received about \$10,000

There have been no legal problems subsequent to the rolling up of the fund.

The legal and actuary costs of the wind up were in excess of \$300000.00
This included the cost of the actuary sending out individual entitlement letters to members. The actuary charges alone were approximately \$70000.00

Contacts

Jacques Fievez. Former paymaster Fairfield Mill and fund board member 03 9490 3102

Kevin McKenzie Director of the fund and supervised its roll up. 03 9434 3389

Lindsay Morgan Solicitor who looked after the roll up of the fund. 03 9642 4099

I spoke to Kevin McKenzie on 17/06/03. He said that last week he had lunch with Lindsay Morgan who was happy to speak to us (1 free phone call) and assist us if we wish to proceed with any action. Whilst he is based in Melbourne he is often in Sydney on business.

ED Caldwell