



Mutual Superannuation Fund

Prospectus

30 November 2011

Mutual Superannuation Fund Prospectus

Date: 30 November 2011

The following sets out the information required by Schedule 6 of the Securities Regulations 2009. All legislation mentioned in this prospectus can be viewed online at www.legislation.govt.nz. Capitalised terms not defined in this prospectus have the meaning given to them in the Trust Deed.

1. Description of scheme

- (1) *The name of the scheme is* the Mutual Superannuation Fund (**‘scheme’**).
- (2) The scheme is a defined contribution superannuation scheme registered under the Superannuation Schemes Act 1989. Under the scheme, contributions are made by the scheme members. Contributions are invested by or on behalf of the Trustee of the scheme. Benefits are payable to scheme members on or after the maturity date nominated by the member.
- (3) *The scheme was established in* 1969 in Auckland.

2. Superannuation trustees

- (1) *Name and address of the Trustee and the names and addresses of its directors:*

Trustee: Mutual Superannuation Fund Limited
198 Federal Street
Auckland 1010

Directors: Gary Denis Lawless
44 Cliff Road
Torbay
Auckland 0630

Robin Michael Seal
29-31 St Marys Road
St Marys Bay
Auckland 1011

Richard Ernest Yates
1/452 Remuera Road
Remuera
Auckland 1050

Noel Barclay
42 Golf Road
Epsom
Auckland 1023

Maureen Heine
24 Bungard Road
Karakā, RD1
Auckland 2580

The directors may be contacted at the address of the Trustee and may change from time to time.

- (2) ***The Trustee was incorporated in*** Auckland, New Zealand under the Companies Act 1955 on the 24th January 1969. The Trustee is not a subsidiary of another company.
- (3) ***A description of the extent, if any, to which the Trustee and its directors are indemnified by the scheme.***

Under the Trust Deed which governs the scheme, neither the Trustee nor its directors are liable for any default or any loss arising out of its actions except in the case of wilful neglect or default.

- (4) Mutual Superannuation Fund Limited is the Trustee, administration manager, investment manager, manager and promoter of the scheme and as such the Trustee is not independent of the administration manager, investment manager, manager and promoter.

3. Managers, promoters, auditors and advisors

- (1) ***Name and address of administration manager, investment manager and promoter***

Mutual Superannuation Fund Limited
198 Federal Street
Auckland 1010

- (2) ***The names of any registrar, custodian and auditors of the scheme; and of any solicitors and other professional advisors***

Registrar

Mutual Superannuation Fund Limited
198 Federal Street
Auckland 1010

Auditors

Christmas Gouland and Co
Citibank Centre
23 Customs Street
Auckland 1010

Solicitors

Kensington Swan

18 Viaduct Harbour Avenue
Auckland 1010

4. Description of scheme and its development

(1) The scheme is constituted and administered in accordance with a consolidated Trust Deed dated 8 December 1997 as amended by a Deed of Amendment dated 16 November 2009 (**'Trust Deed'**).

(2) *A summary of the principal terms of the trust deed for the scheme*

(a) Membership of the scheme

- The purpose of the scheme is to provide retirement and other allowances and benefits to contributors (members) of the scheme.
- Any natural person (including any trustee or trustees of a registered superannuation scheme) can apply to join the scheme and nominate the amount of their investment contribution and the maturity date of the investment. The Trustee of the scheme has discretion to accept or refuse an application.
- If a contributor, paying by instalments, has not paid any instalments for a period of six months from the due date of payment, the contributor ceases to be a contributor. Any interest or benefit in the scheme accrued to the contributor shall remain invested in the scheme and will be payable to the contributor (less a share of the management costs) on the contributor's maturity date or earlier death or permanent incapacity. The contributor can, upon application to and at the discretion of the Trustee, be re-admitted to the scheme subject to any terms and conditions prescribed by the Trustee.
- A contributor may by request in writing to the Trustee, increase or decrease or discontinue his or her contributions or defer payment of his benefit. In the event of increase or deferral an additional fee or charge will be payable though the Trustee may waive that fee in respect of the amount of the increased contribution or amount of the benefit that is deferred.
- When a contributor applies to join the scheme he or she shall be advised in writing of:
 - (i) The contributions payable. These can be paid by regular instalments or lump sum payment. The trustee may set minimum contribution levels from time to time. As at the date of this prospectus, the minimum regular contribution is \$500 per annum and the minimum lump sum contribution is \$1,000.
 - (ii) The charges or fees (if any) that the members may have to pay in addition to contributions. These fees and charges will be detailed in the application form and agreed to at the time of joining. After that they are not variable. The fees and charges payable by new contributors are subject to variation by the Trustee. No such fees or charges are payable at the present time or during the term of this prospectus.
 - (iii) The contributor's principal rights and benefits including rights and benefits upon the scheme being wound up.

- (iv) Any circumstance which it would be reasonable to expect the Trustee to foresee in which, given the nature of the scheme, any benefit could be expected to reduce over time.
 - (v) Any circumstances which it would be reasonable to expect the Trustee to foresee in which, given the nature of the scheme, any contributor could be expected to receive less from the scheme than the contributions made by the member.
 - (vi) The contributor's right to request information under Section 17(b) of the Superannuation Schemes Act 1989.
- The contributor must be given a copy of the most recent annual report of the scheme.
 - The contributor cannot transfer his or her interest in the scheme to any third party, whether by way of assignment, charge, mortgage, sale or pledge. On the death of a contributor, the benefit passes to the personal representatives of the contributor.

(b) Payment of benefits

- The investment is not available to the contributor until the maturity date nominated in the application form (or any later date selected in writing) unless the contributor:
 - (i) Dies
 - (ii) Suffers permanent incapacity (as defined in the Trust Deed)
 - (iii) Leaves New Zealand permanently to reside overseas.
- On the maturity date a contributor is entitled to receive his or her contributions (not including fees or commissions) together with a proportion of profits from the investments of the scheme (less any losses) accruing to the contributor's contributions during the contributor's period of membership of the scheme.
- On the maturity date (or any time within a period of six years after that) a contributor may by notice in writing to the Trustee, exercise one or more of the following options in respect of his or her benefit:
 - (i) Have the benefit paid in cash; or
 - (ii) Have the benefit (or part of it) applied to purchase a life annuity; or
 - (iii) Have the benefit paid partly in cash and the balance used to purchase a life annuity; or
 - (iv) Have the benefit paid to a recognised reputable life insurance company approved by the Trustee for the purchase of a life annuity for the contributor; or
 - (v) Have the benefit paid to a recognised reputable life insurance company approved by the Trustee for the purchase of a life annuity payable to the contributor during his or her life, and upon death to the contributor's surviving spouse for life.

The purchase of any life annuity referred to above shall be in accordance with the terms specified in the Trust Deed.

(c) Information available to contributors

- Each contributor shall:
 - (i) Be given, within six (6) months of the close of each financial year of the scheme, a copy of the annual report of the scheme in respect of that year; and
 - (ii) On request:
 - (a) Receive an estimate of the contributor's benefits;
 - (b) Be entitled to look at a copy of the Trust Deed and to receive a copy of it.

(d) Investment of contributions

- The Trustee shall invest all money belonging to the scheme and available for investment in accordance with the provisions of the Trustee Act 1956. The Trustee and any investment manager must exercise the care, diligence and skill required under the Trustee Act 1956.
- All contributions will be invested in the scheme which comprises the contributions, interest thereon and any accretions to the contributions. The Trustee will invest and re-invest all rents, interest, dividends, bonuses and other income or capital of the scheme.
- The Trustee is empowered to invest the moneys in the scheme in any real estate, equities and fixed interest securities. Under the terms of the Trust Deed the Trustee has the power to vary the investments.
- The Trustee has the power to:
 - (i) Borrow money.
 - (ii) Secure the repayment of money.
 - (iii) Create a charge on the scheme (or part of it) or any asset or investment of the scheme to secure repayment.

(e) Alteration of Trust Deed

- The Trust Deed can be altered by the Trustee. No alteration which would have the effect of:
 - (i) Reducing, postponing or otherwise adversely affecting the benefits, attributable to membership of the scheme up to the date of the amendment; or
 - (ii) Removing any right of the contributors or other beneficiaries to participate in the management of the scheme; or
 - (iii) Increasing the contributions, fees or charges payable by any contributor; or
 - (iv) Providing for the reversion of any assets of the scheme to any employer to any greater extent than already provided for in the Trust Deed,can be made without the written consent of every contributor of the scheme at the date the amendment is made who would be adversely affected by the amendment.

- The Trustee may allow a contributor to transfer all or part of his or her interest in the scheme to another registered personal superannuation scheme.

(f) Payment of expenses to trustee or manager

- Mutual Superannuation Fund Limited provides trustee and fund management services to the scheme.
- Under the terms of the Trust Deed, Mutual Superannuation Fund Limited may recover the following expenses from the scheme:
 - (i) The expenses of managing the scheme.
 - (ii) The fees, commission or other amounts payable to any sales personnel of the scheme.
 - (iii) The remuneration of the directors and other officers of the Trustee and any other person, firm or corporation providing services for the Trustee and the scheme.

Such expenses shall be charged equitably against the contributions or moneys paid to the Trustee in the manner determined by the Trustee.

(g) Winding up the scheme

- The Trustee has discretion to wind up the scheme if it considers that it is not in the best interests of contributors to allow it to continue or that the interests of contributors will or are likely to deteriorate if the scheme continues. The Trustee may apply to the court for a declaratory order that it is in the best interests of contributors (or for any other reason) to wind up the scheme.
- In the event of the scheme being wound up, the assets of the scheme (after payment of liabilities and other expenses) shall be distributed to contributors in accordance with their share of assessed interests in the scheme.

(h) The Trustee of the scheme

- The majority of the board of directors of the Trustee must not be concerned with the day to day management, routine administration and recruitment of contributors to the scheme.
- At least one of the directors of the Trustee must be a New Zealand resident.
- Before retiring the Trustee must appoint a suitable successor by deed.
- Under the terms of the Trust Deed the Trustee appoints itself as manager of the scheme. No change of trustee, manager can have any effect until the Trust Deed is amended in accordance with its terms.
- Neither the Trustee nor the manager is liable in respect of default or loss arising in respect of the scheme unless the loss or default is directly attributable to their wilful neglect or default.

- The balance date of the scheme is 30 June in each year and the Trustee is responsible for the preparation of financial statements. Such financial statements must show the Trustee's estimated market value of the investments of the scheme as at the date of the financial statements which must be audited.
 - Within five (5) months of the balance date, the Trustee must prepare and submit a report on the scheme to the Financial Markets Authority.
 - The Trustee keeps and maintains a register of members of the scheme.
 - If any benefit accrued to a contributor or his or her representatives or beneficiaries is unclaimed for six (6) years from the due date (maturity date) the unclaimed funds are forfeited and form part of the scheme and the contributor (or his representative or beneficiary) has no further right or claim in respect of it.
- (3) ***A brief description of the investment and other activities of, and any material developments relating to the scheme during the five (5) years preceding the date of registration of this prospectus.***

Since its inception in 1969 the scheme has concentrated on commercial and industrial property investment. This has always been its predominant form of investment. No change to this policy has occurred in the past five (5) years. The scheme currently has six (6) commercial and industrial properties in Auckland. The scheme became a portfolio investment entity (PIE) on 1 July 2008. Paragraph 14 refers.

- (4) ***A statement as to whether any liabilities may be incurred by members in relation to the scheme and, if so, whether there are any limitations on those liabilities.***

No liabilities (including contingent liabilities) may be incurred by contributors to the scheme other than in respect of contributions payable under the scheme except for a potential tax liability if a contributor wrongly claims a lower PIR than he or she is entitled to claim. Paragraph 14 refers.

- (5) ***A description of the investment objectives and policy for the scheme and of the means by which changes can be made to those objectives and that policy.***

The investment objective of the scheme is to achieve positive rates of return to meet the benefits requiring to be paid. Under the investment policy, all contributions paid to the scheme and reinvestment of all rents, interest, dividends, bonuses and other accretions to the scheme (whether income or capital) are made in good quality well tenanted commercial and industrial property, with a proportion of the scheme's investment in fixed interest and equity investments. The Trustee intends to continue this investment policy. Under the Trust Deed the Trustee has the power to vary the investments.

The Trust Deed has no provision which allows for any alteration of the objective of the scheme. No amendment to the Trust Deed which would have the effect of reducing, postponing or otherwise adversely affecting the benefits to contributors can be made without the written consent of every contributor who would be adversely affected by the amendment.

Asset class	\$ 000	Current holdings
Commercial/industrial property	10,125	78.5%
Fixed interest	691	5.4%
Equity	0	0.00%
Cash	619	4.8%
Other	1,462	11.3%
Total	12,879	100%

The figures shown above have been extracted from the Statement of Financial Position as at 30 June 2011 included in the audited financial statements referred to in this prospectus.

- (6) *A description of the investment performance of the scheme during each of the five (5) years preceding the date of registration of this prospectus and the basis on which the performance information has been calculated.*

The following are the audited percentage returns gross of tax, fees and expenses of the scheme during the five years preceding the date of registration of this prospectus.

Year ended 30 June	2011	2010	2009	2008	2007
Return %	9.66%	6.55%	(1.82%)	9.11%	14.76%

The returns shown above include all rents, interest and dividends received plus property revaluations expressed as a percentage of Net Assets available to contributors.

5. Summary of financial statements

A financial statement in summary form in respect of the scheme for the year ended 30 June 2011 and the four preceding years.

Statement of Comprehensive Income For the year ended 30 June

	NZIFRS 2011 \$ 000	NZIFRS 2010 \$ 000	NZIFRS 2009 \$ 000	NZIFRS 2008 \$ 000	NZIFRS 2007 \$ 000	Previous NZ GAAP 2007 \$ 000
REVENUES						
Dividend income	8	13	6	90	-	-
Interest income	111	202	263	180	201	201
Property rental income	926	1,125	1,236	1,366	1,332	1,332
Total revenue	1,045	1,340	1,505	1,636	1,533	1,533
OPERATING EXPENSES						
Property management expenditure	165	182	125	165	97	96
Administration	79	52	113	97	89	90
Audit fees	12	15	13	8	8	8
Commission and membership	22	113	91	126	166	166
Trustees fees	82	73	64	64	64	63
Total operating expenses	360	435	406	460	424	423
OPERATING SURPLUS	685	905	1,099	1,176	1,109	1,110
NON OPERATING INCOME & EXPENSES						
Change in net fair value of investments	261	(184)	(1,169)	361	1,701	1,481
Loss on sale of properties	(79)	(117)	(579)	-	-	-
Gain/(loss) on sale & maturity of investments	(22)	10	(103)	-	-	-
	160	(291)	(1,851)	361	1,701	1,481
Net surplus (deficit) before taxation and membership activities	845	614	(752)	1,537	2,810	2,591
Taxation expense	47	443	153	226	352	352
Net surplus (deficit) before membership activities and after tax	798	171	(905)	1,311	2,458	2,239

Statement of Financial Position
As at 30 June

	NZIFRS	NZIFRS	NZIFRS	NZIFRS	NZIFRS	Previous NZ GAAP
	2011	2010	2009	2008	2007	2007
	\$ 000	\$ 000	\$ 000	\$ 000	\$ 000	\$ 000
ASSETS						
Current assets						
Cash at bank	411	854	636	1,603	2,073	2,073
Term deposits	208	1,002	2,413	-	-	-
Accounts receivable	1,329	701	10	53	34	34
Income tax receivable	111	-	13	110	-	-
Interest accrued	16	10	15	12	10	10
Prepayments	2	4	1	4	-	-
Total current assets	2,077	2,571	3,088	1,782	2,117	2,117
Non current assets						
Equity investment	-	222	299	1,615	394	394
Fixed interest investments	691	1,638	1,850	1,083	1,103	1,103
Office equipment	4	11	12	5	3	3
Land and buildings	400	400	425			
Investment properties	9,725	11,905	14,305	17,928	17,545	17,326
Total non current assets	10,820	14,176	16,466	20,631	19,045	18,826
Total assets	12,897	16,747	19,554	22,413	21,162	20,943
LIABILITIES						
Current liabilities						
Accounts payable	78	78	149	100	111	111
Income tax payable	-	284	-	-	53	53
Rent received in advance	29	24	50	33	33	33
Total current liabilities	107	386	199	133	197	197
Non current liabilities						
Deferred income tax	311	349	334	353	314	314
	311	349	334	353	314	314
Total liabilities	418	735	533	486	511	511
Net assets available to members	12,479	16,012	19,021	21,927	20,651	20,432

Note 1: New Zealand Equivalents to International Financial Reporting Standards ('NZ IFRS') was adopted in the year commencing 1st July 2007. The 2007 year is shown under Previous NZ Generally Accepted Accounting Practice ('Previous GAAP').

Note 2: In respect of clause 5(3)(a) and (b) of the regulations any items not mentioned read as nil.

Statement of Changes in Members Accounts

As at 30 June

	NZIFRS	NZIFRS	NZIFRS	NZIFRS	NZIFRS	Previous NZ GAAP
	2011	2010	2009	2008	2007	2007
	\$ 000	\$ 000	\$ 000	\$ 000	\$ 000	\$ 000
MEMBERSHIP ACTIVITIES						
Members' contributions	203	264	1,428	1,586	1,789	1,789
Members' withdrawals	(4,534)	(3,444)	(3,428)	(1,402)	(1,472)	(1,472)
Net membership activities	(4,331)	(3,180)	(2,000)	184	317	317
Net surplus (deficit) before membership activities and after tax	798	171	(905)	1,311	2,458	2,239
Opening balance	16,012	19,021	21,926	20,651	17,876	17,876
Closing balance	12,479	16,012	19,021	21,926	20,651	20,432

In respect of the amounts stated in the summary financial statements

- A description of the nature of any item that is of such incidence and size or of such a nature that its disclosure is necessary to explain the performance of the scheme – nil*
- Apart from the adoption of NZ IFRS (page 13 refers), there were no material changes in the activities of the scheme nor any material changes in accounting policies during the periods covered by the above summary.*
- All amounts stated in the summary financial statements are in thousands of New Zealand dollars.*
- Investments in equities and fixed interest notes have been recorded at their fair value by reference to quoted market prices. The fair value hierarchy as required by NZ IFRS 7 for the scheme is:*

	Level 1	Level 2	Level 3	Total
	\$000's	\$000's	\$000's	\$000's
30 June 2011:				
Financial assets designated at fair value through the Statement of Comprehensive Income	691	-	-	691
	691	-	-	691
30 June 2010:				
Financial assets designated at fair value through the Statement of Comprehensive Income	1,860	-	-	1,860
	1,860	-	-	1,860

There were no transfers between levels during the year.

The scheme's financial statements for the year ended 30 June 2008 were the first that complied with NZIFRS. In adopting NZIFRS the scheme applied NZIFRS 1 which required an entity to use the same accounting policies in its opening NZIFRS balance sheet.

As such the scheme has shown the NZIFRS adjusted 2007 figures along side the old 2007 comparatives. The only change required related to the provision for realisation costs which is now no longer required.

Financial statements presented for all periods have been prepared and comply with Generally Accepted Accounting Practice in New Zealand.

The amounts shown in the summary financial statements have been taken from audited financial statements of the scheme.

6. **Guarantors** - Neither the Trustee nor the manager of the scheme nor any other person guarantees the payment of any monies from the scheme.
7. **Acquisition of business or equity securities** - The Trustee has not acquired any business or equity securities to which clause 7 of schedule 6 of the Securities Regulations 2009 applies.
8. **Interested parties** - Mutual Superannuation Fund Limited provides trustee and fund management services to the scheme. Under the terms of the Trust Deed Mutual Superannuation Fund Limited may recover the following expenses from the scheme:
 - (i) The expenses of managing the scheme.
 - (ii) The fees, commission or other amounts payable to any sales personnel.
 - (iii) The remuneration of the directors and other officers of the Trustee and any other person providing services for the Trustee and the scheme.

Such expenses and fees shall be charged equitably against the contributions or moneys paid to the Trustee in the manner determined by the Trustee. The total remuneration for the directors and Trustee in the last financial year was \$81,490.

There are no limitations on the amount of such expenses and fees which may be recovered from the scheme.

The following directors of the Trustee are members of the scheme:

Robin Michael Seal
Richard Ernest Yates
Maureen Heine

9. Material Contracts

No material contracts have been entered into in terms of clause 9 of Schedule 6 of the Securities Regulations 2009.

10. Pending proceedings

There are no pending proceedings at the date of registration of this prospectus.

11. Other terms of offer and scheme

There are no other terms of offer or terms of the scheme being offered that are not elsewhere set out in this prospectus or in the Trust Deed, a copy of which is registered with the Registrar of Companies and is available for public inspection at the address specified in paragraph 2.

12. Financial statements and actuarial and auditor's reports

- (1) The latest financial statements for the scheme that comply with Generally Accepted Accounting Practice in New Zealand, and have been registered under the Financial Reporting Act 1993 are those for the year ended 30 June 2011 registered on 11 November 2011
- (2) The date of the audit report on the above financial statements is 28 September 2011. The auditor's report does not refer to a fundamental uncertainty and is not qualified in any respect.

Auditor's report to Mutual Superannuation Fund

13. Places of inspection of documents

(1) *The times and places where copies of the following documents may be inspected by a person who so requests*

All of the following documents can be inspected at the office of the Trustee at 198 Federal Street, Auckland between 9.00 am and 12.00 noon on working days or by writing to the manager of the scheme at PO Box 6831, Wellesley Street, Auckland 1141:

- (a) The Trust Deed for the scheme.
- (b) The audited financial statements referred to in paragraph 12 of this prospectus.
- (c) The latest annual report for the scheme prepared in accordance with the Superannuation Schemes Act 1989.

No fee is payable. Copies of the relevant documents may also be obtained (upon payment of any prescribed fee) from the Companies Office website www.business.govt.nz/companies under “Search Other Registers” or by telephoning the Ministry of Economic Development Business Service Centre on 0508 266 726 or 0508 COMPANIES. The scheme’s registration number is 1801899.

14. Other material matters

The scheme is a portfolio investment entity (PIE) for income tax purposes. This means that all taxable income, deductible expenses and tax credits attributable to the scheme are allocated to contributors on a pro rata basis, with tax payable by the scheme that is allocated against each contributor calculated on the basis of the contributor’s Prescribed Investor Rate (PIR). As at the date of this prospectus, the PIRs for New Zealand resident individuals are 10.5%, 17.5% or 28%, depending on contributors’ taxable income and PIE income or losses. For information to assist in selecting the correct PIR, refer to the IRD website <http://www.ird.govt.nz>

Contributors will be required to provide the administration manager with their IRD numbers and advise the correct PIR to use. If a contributor does not advise their PIR to the administration manager a PIR of 28% will be applied. Contributors will also need to advise if their PIR changes. If no change is advised or the wrong PIR is provided, a contributor will be obliged to pay the tax shortfall (and potentially penalties or interest) to the IRD. Where tax has been overpaid as a result of a contributor submitting an incorrect PIR, the overpaid tax cannot be recovered.

Tax legislation is complex and may have different or further consequences than those described in general terms above. Contributors should seek independent professional tax advice before investing or withdrawing.

All investments carry risk. There are risks associated with the scheme that could affect contributors’ ability to recover the amount of their contributions or impact on the benefits payable from the scheme as described in this prospectus. The principal

risks applying to the scheme that could affect returns (and which are common to most superannuation schemes generally) are:

- (a) Investment risk: The risk of a result of negative returns on the scheme's investments, or that the returns for the scheme generally are insufficient to meet the applicable expenses. As the scheme's investments are concentrated on commercial and industrial property, the investments are exposed to any decline in property values and/or rental income.
- (b) Credit risk: The risk of the scheme becoming insolvent and being placed into receivership, liquidation or statutory management or being otherwise unable to meet its financial obligations. If this occurs, contributors may not recover the full amount of their interest in the scheme. Financial instruments which potentially expose the Scheme to credit risk consist of cash and short term deposits, fixed interest securities, equity investments and receivables. The maximum exposure to credit risk is the carrying value of these financial instruments.
- (c) Liquidity risk: The risk associated with an inability on the part of the scheme to meet monetary obligations in a timely manner. This risk arises where there is a mismatch between the maturity profile of investments and the amounts required to pay benefits.
- (d) Regulatory risk: The risk of future changes to tax or superannuation legislation which could affect the operation of the scheme or contributors' benefits, or of the Trust Deed being amended in a manner permitted by law that has the effect of reducing benefits.
- (e) Contributor risk: The risk of a benefit being forfeited by a contributor who becomes bankrupt or unable to manage his or her affairs.
- (f) Foreign exchange and currency movement risk: The risk of movements in foreign exchange rates which affect the value of investment portfolios' overseas investments.
- (g) Administration risk: The risk of a technological or other failure impacting on the scheme or the financial markets.
- (e) Maintaining PIE status: If the scheme was not able to retain PIE status the scheme would revert to being taxed at 28% on all income.
- (f) PIR risk: The risk of you providing an incorrect Portfolio Investor Rate ('PIR') or not advising the Trustee of a change to your PIR resulting in you either paying too much tax on your investment or having an obligation to pay further tax and file a tax return.
- (j) Interest rate risk: Interest rate risk that arises from the possibility that changes in interest rates will affect future cash flows or the fair value of financial instruments.

Past earnings performance attributed to the various investments of the scheme is no representation or guarantee of future earnings performance or any investment performance which is comprised in and forms part of the scheme.

There are no other material matters relating to the scheme other than the matters set out elsewhere in this prospectus and contracts entered into in the ordinary course of business of the scheme.

15. Superannuation Trustee’s Statement

The directors of the Trustee, Mutual Superannuation Fund Limited, after having made due enquiry, are of the opinion that:

- (a) the value of the scheme’s assets relative to its liabilities (including contingent liabilities); and
- (b) the ability of the scheme to pay its debts as they become due in the normal course of business,

have not materially and adversely changed during the period between the date of the financial statements referred to in paragraph 12(3) of this prospectus and the date of registration of this prospectus.

This prospectus has been signed by each of the directors of **Mutual Superannuation Fund Limited** or their authorised agents:

Richard Ernest Yates
Director

Gary Denis Lawless
Director

Noel Barclay
Director

Robin Michael Seal
Director

Maureen Heine
Director

This prospectus has been signed for and on behalf of **Mutual Superannuation Fund Limited** by two of its directors or their authorised agents as promoter of the Mutual Superannuation Fund:

..... **Director**

..... **Director**