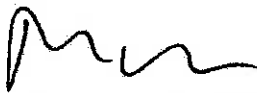


IF UMBRELLA PROVIDENT FUND

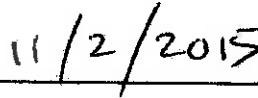
RESOLUTION

It was resolved that Rule Amendments numbered 1 and 2 previously submitted to the Financial Services Board in 2014 be withdrawn and substituted by the attached revised Rule Amendments numbered 1 and 2.

Certified that the above resolution has been adopted in accordance with the provisions of the Rules of the Fund.



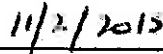
Chairman of the Board



Date



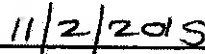
Board Member



Date



Principal Officer



Date

IF UMBRELLA PROVIDENT FUND

Rule Amendment No. 2

RESOLVED THAT in terms of a resolution taken at a meeting of the Board of Management held at Johannesburg on 11 February 2015, and subject to the approval of the Registrar of Pension Funds and the Commissioner for the South African Revenue Service, the following amendments be made to the General Rules of the Fund with effect from 1 June 2014:

1. By the addition of the following at the end of and as part of the definition of "AD HOC EXPENSES" in RULE 2.3.3:

"..., as well as any shortfall referred to in RULE 3.14.7,"

2. By the addition of the following definitions in RULE 2:

"2.3.15A "CLOSED PERIOD" means the period from 1 June 2014 to such date as the BOARD may decide".

"2.3.26A "INVESTMENT RETURN" means any income (received or accrued) and capital gains and losses (realized or unrealized) attributable to the assets of the FUND, net of expenses and tax charges associated with the acquisition, holding or disposal of those assets; provided that:-

(a) Where such income, capital gains and losses can be attributed to the assets backing the amount to the credit of any account maintained in the records of the FUND then such INVESTMENT RETURN must be attributed to that account.

(b) Where such income, capital gains and losses cannot be attributed to the assets backing the amount to the credit of an account maintained in the records of the FUND then such income, capital gains and losses must be allocated amongst the accounts on such basis as the TRUSTEES consider equitable after taking account of the advice of the ACTUARY."

"2.3.31A "MEMBER SHARE ACCOUNT" means the account maintained in the records of the FUND as set out in RULE 5.7.2;".

3. By the substitution, in the definition of "EXPENSES RESERVE ACCOUNT" in RULE 2.3.21, of the words "RULE 5.7.3" in place of the words "Rule 5.7".
4. By the addition of the following at the end of and as part of the definition of "INSURED BENEFITS" in RULE 2.3.29:-

...; provided that no INSURED BENEFITS are payable in respect of the death or disability of a MEMBER during the CLOSED PERIOD;"

5. By the addition of the following proviso at the end of and as part of the definition of "SHARE OF FUND" in RULE 2.3.43:-

"provided that the TRUSTEES may, if they consider it appropriate and after having consulted with the ACTUARY, defer the calculation of any MEMBER's SHARE OF FUND to allow for an adjustment for any AD HOC EXPENSE or any shortfall in terms of RULE 3.14.7 attributable to a period prior to the calculation."
6. By the addition of the following to the definition of "UNITS" in RULE 2.3.48:

"2.3.48.7 Less the total number of UNITS which may be sold from time to time in order to make good any shortfall referred to in RULE 3.14.7"
7. By the addition of the following RULE 3.14.7:-

"3.14.7 If in any valuation referred to in RULE 3.14.4 there is any shortfall in the MEMBER SHARE ACCOUNTS which according to the ACTUARY is on a balance of probabilities attributable to data errors and/or processing errors, in either case whether historic or current, and the cost of which the BOARD is satisfied is not recoverable from any other source, then such shortfall is deemed to be an AD HOC EXPENSE."
8. By the addition of the following at the end of RULE 4.2.1:-

"Provided that the provisions of this RULE 4.2.1 do not apply during the CLOSED PERIOD."
9. By the addition of the following RULE 4.3.4:-

"4.3.4 The provisions of this RULE 4.3 do not apply during the CLOSED PERIOD."
10. By the addition of the following RULE 5.1.4:-

"5.1.4 The provisions of RULES 5.1.1, 5.1.2 and 5.1.3 do not apply during the CLOSED PERIOD."
11. By the addition of the following at the end of RULE 5.2.1:-

"Provided that the provisions of this RULE 5.2.1 do not apply during the CLOSED PERIOD."
12. By the addition of the following RULE 5.2.2.4:-

"5.2.2.4 During the CLOSED PERIOD no contributions are receivable by the FUND in respect of the INSURED BENEFITS of the MEMBERS of any PARTICIPATING EMPLOYER."

13. By the addition of the following RULE 5.2.3.4:-

"5.2.3.4 during the CLOSED PERIOD, the MEMBERS of each PARTICIPATING EMPLOYER are, notwithstanding any provision in the SPECIAL RULES, liable for their PARTICIPATING EMPLOYER'S proportionate cost of the EXPENSES which must be debited from the MEMBER SHARE ACCOUNTS of those MEMBERS in terms of the proviso in RULE 5.5.1."

14. By the addition of the following at the end of RULE 5.5.1:

"Provided that, notwithstanding any provision in the SPECIAL RULES, during the CLOSED PERIOD, the cost of the EXPENSES of each PARTICIPATING EMPLOYER in terms of RULE 5.2.3 must be debited from the MEMBER SHARE ACCOUNT of each MEMBER of each such PARTICIPATING EMPLOYER in such proportions as the BOARD shall determine."

15. By the substitution of the following in place of the final sentence of Rule 5.5.2:

"The amounts so deducted must be credited to the EXPENSES RESERVE ACCOUNT, provided that if such AD HOC EXPENSE is a shortfall as referred to in RULE 3.14.7 and is reflected in one of more SHARE OF FUND then such AD HOC EXPENSE must be by way of deduction from such MEMBER'S SHARE OF FUND."

16. By the addition of the following additional Rule 5.5.6:

"5.5.6 If after the FINANCIAL YEAR END the amount to the credit of the EXPENSES RESERVE ACCOUNT is, in the view of the BOARD after receiving advice from the ACTUARY, in excess of that required to provide for the EXPENSES over the following FINANCIAL YEAR then such excess is deemed to be INVESTMENT RETURN and applied in the same way as (b) in the definition of INVESTMENT RETURN."

17. By the addition of the following additional Rule 5.5.7:

"5.5.7 Any AD HOC EXPENSE debited to a MEMBER'S SHARE OF FUND, whether by way of crediting the EXPENSES RESERVE ACCOUNT or by way of deduction from such MEMBER'S SHARE OF FUND, must be disclosed to such MEMBER and his or her EMPLOYER together with the reasons therefor."

18. By the substitution of the following in the place of Rule 5.7 as follows:-

5.7 Accounting Arrangements

5.7.1 The following accounts must be maintained in the FUND:-

- (a) a MEMBER SHARE ACCOUNT;
- (b) an EXPENSES RESERVE ACCOUNT.

5.7.2 The following applies in respect of the MEMBER SHARE ACCOUNT in respect of each MEMBER:-

5.7.2.1 The following must be credited to the MEMBER SHARE ACCOUNT:-

- (a) contributions in terms of RULES 5.1.1, 5.1.2, 5.2.1 and 5.2.2;
- (b) any amount transferred to the FUND from an APPROVED FUND or an APPROVED PROVIDENT PRESERVATION FUND in respect of that MEMBER;
- (c) any amount received in respect of a claim for INSURED BENEFITS;
- (d) positive INVESTMENT RETURN.

5.7.2.2 The following must be debited from each MEMBER SHARE ACCOUNT:-

- (a) any amount paid as a benefit on the withdrawal, retirement, disability or death of that MEMBER;
- (b) any amount transferred to any APPROVED FUND or APPROVED PROVIDENT PRESERVATION FUND on the termination of the MEMBER'S membership of the FUND;
- (c) any amount paid to purchase an ANNUITY on the retirement of the MEMBER;
- (d) any AD HOC EXPENSE borne by the MEMBER;
- (e) EXPENSES incurred during the CLOSED PERIOD, such EXPENSES to be debited in terms of RULE 5.2.3.4;
- (f) negative INVESTMENT RETURN.

5.7.3 The following applies in respect of the EXPENSES RESERVE ACCOUNT:-

5.7.3.1 The following must be credited to the EXPENSES RESERVE ACCOUNT:

- (a) contributions in terms of RULE 5.2.3;
- (b) premiums in respect of INSURED BENEFITS;
- (c) any amount transferred from a MEMBER SHARE ACCOUNT in terms of RULE 3.14.7;
- (d) any AD HOC EXPENSE debited from the MEMBER SHARE ACCOUNT other than in terms of RULE 3.14.7 or RULE 5.5.5;
- (f) during the CLOSED PERIOD, any EXPENSE other than an AD HOC EXPENSE;
- (g) positive INVESTMENT RETURN.

5.7.3.2 The following must be debited to the EXPENSES RESERVE ACCOUNT:

- (a) any EXPENSE other than an AD HOC EXPENSE in terms of RULE 3.14.7 or RULE 5.5.5 or an EXPENSE incurred during the CLOSED PERIOD;
- (b) any amount transferred to the MEMBER SHARE ACCOUNTS in terms of RULE 3.14.7;
- (c) negative INVESTMENT RETURN."

15 By the addition of the following RULE 5.8:

"5.8 Processing error profits

Where there is a profit made on processing errors, or there is any excess of assets over benefit liabilities or over the amount required by the BOARD, after receiving advice from the ACTUARY, to be maintained in respect of the EXPENSES RESERVE ACCOUNT, then such profit or excess is deemed to be INVESTMENT RETURN and applied in the same way as (b) in the definition of INVESTMENT RETURN."

16 By the addition of the following RULE 6.13:

"6.13 Benefits payable during the CLOSED PERIOD

Notwithstanding any other provision of the RULES, the BOARD may if it considers that it would be prejudicial either to a MEMBER or his or her BENEFICIARIES, or to the remaining MEMBERS, to process during the CLOSED PERIOD any benefit which has accrued as a result of that MEMBER's retirement, death or withdrawal in terms of RULE 6, then the BOARD may either process such benefit in part and defer processing the balance of the benefit, or defer processing the whole benefit until it is satisfied there is no prejudice that would be suffered by such MEMBER, his or her BENEFICIARIES or the remaining MEMBERS if such benefit accrual were to be processed."

17 By the substitution of the following in the place of RULE 7.7.3:

"7.7.3 The liquidator shall dissolve the FUND by dividing the assets of the FUND among the MEMBERS on such basis as the liquidator deems equitable, provided that:

7.7.3.1 the provisions of RULE 3.14.7 shall apply *mutatis mutandis* on the liquidation of the FUND and, subject to this, in discharging the liabilities and contingent liabilities to or in respect of MEMBERS the liquidator shall accord full recognition to:

7.7.3.1.1 the rights and reasonable benefit expectations of MEMBERS;

7.7.3.1.2 additional benefits the payment of which by the FUND has become an established practice;

7.7.3.1.3 the payment of minimum benefits referred to in section 14A of the ACT which, for the avoidance of doubt, is net of any EXPENSES, including AD HOC EXPENSES,

it being recorded that such recognition is reflected in the SHARE OF FUND of each MEMBER as at the date of liquidation;

7.7.3.2 the amount allocated by the liquidator in respect of the benefit due to each MEMBER shall be discharged:

7.7.3.2.1 by the transfer to an APPROVED FUND which is a pension fund, as defined in section 1 of the INCOME TAX ACT, in which the PARTICIPATING EMPLOYER then participates and which the PARTICIPATING EMPLOYER

shall, before such date as is notified by the liquidator to the PARTICIPATING EMPLOYER, have nominated in writing to the liquidator as the fund to which it wishes the liquidator to transfer the benefit in respect of that MEMBER, failing which

7.7.3.2.2 by the transfer to an APPROVED PENSION PRESERVATION FUND which the MEMBER shall, before such date as is notified by the liquidator to the MEMBER, have nominated in writing to the liquidator as the fund to which it wishes the liquidator to transfer the benefit in respect of him or her; failing which

7.7.3.2.3 by the transfer to an APPROVED PENSION PRESERVATION FUND which the liquidator shall, in his or her discretion, have decided to transfer that MEMBER's benefit; provided that where the amount of such benefit is so low as to make such a transfer uneconomical, the liquidator may pay to the MEMBER his or her benefit in cash;

7.7.3.3 if the FUND is dissolved in terms of section 28 of the ACT, all monies remaining unclaimed for a period of 6 (six) months after the date on which payment of benefits by the liquidator commenced shall be paid into one or more unclaimed benefits funds, as defined in section 1 of the ACT, and thereafter there shall be no claim against the FUND in respect of such benefits. The liquidator shall include in his final liquidation and distribution account a record of the amount paid to any unclaimed benefits fund and the benefits in respect of which the amount was so paid. The liquidator shall furnish to the REGISTRAR a certificate stating that he took all reasonable steps to trace the persons entitled to the benefits;

7.7.3.4 it is recorded that the liquidator enjoys all the powers of the BOARD in terms of the RULES."

18. By the substitution of the following in the place of RULE 7.8:-

7.8 Withdrawal of a PARTICIPATING EMPLOYER

In the event that a PARTICIPATING EMPLOYER gives written notice to the FUND that it intends to terminate its participation in the FUND on a specified date before the CLOSED PERIOD commences, or during the CLOSED PERIOD, (the effective

date of termination of participation being the "TERMINATION DATE" for the purposes of this RULE 7.8) and to commence, with effect from the TERMINATION DATE, participation in an APPROVED FUND, then the SHARE OF FUND of each MEMBER of that PARTICIPATING EMPLOYER may, if the BOARD is satisfied that the requirements of section 14 of the ACT are able to be met, be transferred with effect from the TERMINATION DATE in terms of section 14 of the ACT to the TRANSFEREE FUND. The BOARD may impose requirements on such EMPLOYER to ensure that the requirements of section 14 of the ACT are able to be met including, without limiting the generality of such requirements, that such EMPLOYER make such additional payment to the FUND or provide such indemnity as the BOARD may require."

19 By the addition at the end of RULE 7.9 of the words "provided that where such transfer or amalgamation takes place during the CLOSED PERIOD, RULE 7.11 shall apply as if the other organisation were the PARTICIPATING EMPLOYER."

20 By the addition of the following RULE 7.11:

"7.11 CLOSED PERIOD

7.11.1 During the CLOSED PERIOD, no new entrants may be admitted to the FUND and no contributions may be received by or in respect of the MEMBERS of any PARTICIPATING EMPLOYER, including in respect of INSURED BENEFITS.

7.11.2 Without prejudice to its power to wind-up the FUND in terms of RULE 7.7.1.1 and subject to RULES 7.7.1.2 and 7.7.1.3, the BOARD may transfer the SHARE OF FUND of any MEMBER during the CLOSED PERIOD to another APPROVED FUND or APPROVED PROVIDENT PRESERVATION FUND, subject to:-

- (a) Such transfer not prejudicing the remaining MEMBERS; and
- (b) Such terms and conditions as the BOARD may apply or as are required by law."

The reasons for the amendment are:

- (a) to provide for a Closed Period in the Fund during which, inter alia, no contributions will be received, no Insured Benefits will be payable, and how Fund expenses are to be recouped;
- (b) to update the definition of "Investment Return";
- (c) to provide that any shortfall in Member Share Accounts may be deemed an Ad Hoc Expense;
- (d) to revise the accounting provisions in the Fund;

- (e) to revise the liquidation provisions in the Fund; and
- (f) to amend the provisions relating to the withdrawal of a Participating Employer


Certified that the above resolution has been adopted in accordance with the provisions of the Rules of the Fund.



Chairman of the Board

11/2/2015


Date



Board Member

11/2/2015

Date



Principal Officer

11/2/2015

Date


I hereby certify that this amendment does not affect the financial soundness of the Fund.



Actuary

11/2/2015

Date

REGISTERED BY ME ON THIS THE
07
DAY OF MAY 2015

Registrar of Pension Funds