

**APPLICATION FOR MEMBERSHIP
of
LOCKWOOD PENSION FUND
("the Fund")**

1. I COLIN NICHOLAS FISHER
of 23 LOCHVILLE ST WAHROONGA NSW 2076
apply for membership in Category 1 of the Fund which is administered in terms of the Trust Deed governing the Fund.

2. I have been advised in writing of the benefits which I will be entitled to receive from the Fund on joining the Fund, in the event of my retirement death or disablement, the method of determining those benefits and any conditions relating to those benefits.

3. In consideration of my admission to membership, I agree to abide by and be bound by the provisions of the Trust Deed governing the Fund.

4. I authorise my current Employer to deduct from my salary such amounts (if any) as are from time to time agreed upon by myself and my Employer as contributions to be made by me to the Fund.

5. I agree to Colin Nicholas Fisher and Christine Pamela Fisher acting as Trustees of the Fund.

6. **NOMINATION OF BENEFICIARIES**

Whilst I acknowledge the discretion the Trustee has to determine who the benefit is paid to, I nominate the following persons to receive the benefit payable by the Trustee in the event of my death:

PERSON	RELATIONSHIP	PERCENTAGE
<u>CHRISTINE PAMELA FISHER</u>	<u>WIFE</u>	<u>100</u> %
..... %
..... %

7. I hereby authorise the Trustee, in the event of my termination of employment, to transfer any benefit payable to me but which cannot be paid to me on my termination of employment (a preserved benefit), to a fund nominated by me in writing to the Trustee at the time of my termination of employment, or, if I fail to make such a nomination within 60 days of the date of my termination of employment, to a fund determined by the Trustee.

8. What is your tax file number? 562 302 511

The trustees of the superannuation fund are required to tell you the following things before you provide them with your tax file number. Your tax file number is confidential, and you should know the following things before you decide to provide it:

- The trustee can collect your tax file number under the Superannuation Industry (Supervision) Act 1993.

APPLICATION FOR MEMBERSHIP
of
LOCKWOOD PENSION FUND
(“the Fund”)

1. I..... CHRISTINE PAMELA FISHER
of..... 23 LOCHVILLE ST WARRIMOO NSW 2070
apply for membership in Category 1 of the Fund which is administered in terms of the Trust Deed governing the Fund.

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PERSON	RELATIONSHIP	PERCENTAGE
<u>COLIN NICHOLAS FISHER</u>	<u>HUSBAND</u>	<u>100</u> %
..... %
..... %

7. I hereby authorise the Trustee, in the event of my termination of employment, to transfer any benefit payable to me but which cannot be paid to me on my termination of employment (a preserved benefit), to a fund nominated by me in writing to the Trustee at the time of my termination of employment, or, if I fail to make such a nomination within 60 days of the date of my termination of employment, to a fund determined by the Trustee.

8. What is your tax file number? 140 688 478

The trustees of the superannuation fund are required to tell you the following things before you provide them with your tax file number. Your tax file number is confidential, and you should know the following things before you decide to provide it:

- The trustee can collect your tax file number under the Superannuation Industry (Supervision) Act 1993.

- If you do provide your tax file number to the trustees, it will only be used for legal purposes. This includes finding or identifying your superannuation benefits where other information is insufficient, calculating tax on any eligible termination payment you may be entitled to, and providing information to the Commissioner of Taxation. These purposes may change in the future.
- It is not an offence if you choose not to quote your tax file number. But, if you do not tell the trustees your tax file number, either now or later, you may pay more tax on your benefits than you have to (you may reclaim the extra tax through the income tax assessment process). It may also be more difficult to find your benefits in the future to pay you any superannuation benefits you are entitled to, or to amalgamate or find any other benefits for you. These consequences may change in the future.
- If you provide your tax file number to the trustees, it may be provided to the trustee/s of any other superannuation fund to which your benefits are transferred in the future. The trustees will not pass your tax file number to any other fund if you inform them, in writing, that you don't want them to pass it on. The trustees may also give it to the Commissioner of Taxation. Otherwise, the trustees will treat it as confidential.

Applicant's Signature: *C. P. Fisher*.....

Witness Signature: *[Signature]*.....

Name of Witness: *PAUL GRESHAM*.....

Date: *24 June 1997*.....

NEW EMPLOYER SPONSORED MEMBER BENEFIT ENTITLEMENT STATEMENT

LOCKWOOD PENSION FUND

("the Fund")

Trustee/s: Colin Nicholas Fisher and Christine Pamela Fisher

Name of Member: COLIN NICHOLAS FISHER

Category of Membership:

Date of this Statement: 30/6/97

SUMMARY OF MAIN FEATURES OF THE FUND

- The Fund provides benefits to you on your retirement or in the event of your death or permanent and total disablement or termination of your employment prior to the retiring age.
- The circumstances in which benefits are payable are more fully described in this statement and in the trust deed which governs the operation of the Fund and which you are entitled to inspect.
- If a benefit becomes payable to you as a result of pre-retirement termination of employment, some or all of the benefit may be required to be preserved in the Fund or in another superannuation fund, until you permanently retire from the workforce and attain age 55.
- The Fund is administered by the trustee/s referred to above and is conducted in accordance with terms of the trust deed governing the operation of the Fund (otherwise known as the governing rules).
- If you have any queries about any aspect of the operation of the Fund, your enquiry should be directed to the trustee/s.
- Your benefit in the Fund arises from amounts paid to the Fund (called contributions) by your employer. You will be advised separately of the contributions being made, from time to time, by your employer.
- You may also be required to make contributions to the Fund. If so, you will be advised separately of the amount to be paid by you. Any contributions to be made by you will be deducted from your pay.

KEY EXPRESSIONS

Before reading this statement, you will need to know the meaning of some terms which are used. These terms are:

Dependants: Means, at the relevant date, your spouse or defacto spouse, widow, widower, children or any other person who in the opinion of the trustee is dependent on you or whom you have a legal or moral obligation to support.

Guarantee Act: Means the Superannuation Guarantee (Administration) Act, 1992.

Member's Benefit: Means the balance standing to your credit in the various accounts that the trustee is required to maintain in your name, plus the value (if any) of any policy of insurance owned by the trustee on your life or paid for out of the amounts standing to your credit in any of your member accounts.

Permanently Disabled: Means:

- (i) such disablement, as in the opinion of the trustee of the Fund, has rendered you unlikely to ever again engage in gainful employment for which you are reasonably qualified by training, education or experience; or
- (ii) if any part of the benefit payable on permanent disablement is insured, the definition of permanent disablement contained in the policy document evidencing the contract of insurance,

provided that, for the purposes of payment of any part of your benefit that is a Preserved Benefit, the trustee is only able to regard you as being Permanently Disabled if your disability is such that it comes within the definition in the legislation governing the operation of superannuation funds.

Preserved Benefit: Means the proportion of your Member's Benefit which, when your employment is terminated, you must leave in the Fund or arrange to roll-over to another fund. You are entitled to receive your Preserved Benefit when you permanently retire from the workforce and attain age 55 or upon your earlier death or Permanent Disablement. There is some further information concerning Preserved Benefits towards the end of this statement.

Retiring Age: Means your 65th birthday or such other age, not being less than 55, as the trustee of the Fund and your employer agree upon as being your Retiring Age.

Vested Benefit: Means that part of your Member's Benefit which is required by the legislation governing the operation of superannuation funds, to be the minimum benefit vested in and payable to you on termination of employment (subject to any preservation requirements).

CONTRIBUTIONS TO THE SUPERANNUATION FUND

Member contributions

You may contribute to the Fund such amount as is agreed upon between you and your employer. Contributions made by you are credited to your member's contribution account. The amount in this account is a Vested Benefit.

Employer contributions

Under the trust deed governing the Fund, your employer may contribute to the Fund such amounts as it, in its absolute discretion, determines.

Contributions made by your employer in accordance with the Guarantee Act, will be credited to your vested employer's contribution account. The amount in this account is a Vested Benefit.

Any contributions made to this Fund by your employer under an industrial award or agreement will be credited to your vested employer's contribution account. The amount in this account is a Vested Benefit.

If a salary sacrifice arrangement is to be or is at any time in the future entered into between you and your employer, the amount your employer contributes to the Fund under this arrangement will be credited to your vested employer's contribution account. As mentioned, the amount in this account is a Vested Benefit.

Other employer contributions (ie. non-award/agreement, not salary sacrificed and not superannuation guarantee charge contributions) are credited to your employer's contribution account. This account may be subject to a vesting schedule (depending on what category of membership of the Fund you are in), which determines what percentage of the amount in the account is payable to you on pre-retirement termination of employment.

BENEFIT ENTITLEMENT OF MEMBERS

Benefit payable on retirement

Subject to the provisions of the trust deed governing the Fund, you are entitled to your Member's Benefit, upon the happening of any of the following events:

- your retirement from employment with your employer at the Retiring Age; and
- if you do not retire at your Retiring Age, then subject to the rules mentioned below, upon your subsequent retirement.

Once you attain age 65 some special rules apply. These are:

- If, on or after attaining age 65, you are working for your employer less than 10 hours a week, the trustee of the Fund must pay you your Member's Benefit.
- If, after attaining age 65, you are working for your employer for 10 or more hours a week but less than 30 hours a week, the trustee must pay you your Member's Benefit on the earlier of the number of hours per week that you work reducing below 10 or your 70th birthday.

- If, after attaining age 65, you continue to work for your employer for more than 30 hours a week, you can decide to leave your Member's Benefit in the Fund but if on or after attaining age 70 the number of hours you work each week falls below 30, the trustee must, at that time, pay you your Member's Benefit.
- If, on attaining age 65, you continue to work for your employer, you can request the trustee to pay you your Member's Benefit even though your employment is continuing.

Benefit payable on death

In the event of your death, the amount of your Member's Benefit will be payable by the trustee to one or more of your Dependants. This benefit must be paid in a lump sum to such of your Dependants and in such shares and proportions as the trustee, in its absolute discretion, determines.

If the trustee is unable to establish that you have any Dependants, it will pay your benefit to your legal personal representative. If, at the date of death, you do not have any Dependants and if a Legal Personal Representative is not appointed in respect of your estate, your benefit can be paid to a person selected by the trustee.

Benefit payable on disablement

If your employment by your employer is terminated before the Retiring Age as a result of your being Permanently Disabled you will receive your Member's Benefit.

If you are unable to manage your own affairs, the trustee of the Fund will pay your benefit to such of the your Dependants and in such proportions as the trustee, in its absolute discretion, determines.

If, prior to such termination of employment, the proceeds of a temporary disablement insurance policy owned by the trustee on your life become payable, such proceeds shall be paid to you or your Dependants.

Benefit payable on dismissal

If you are dismissed from the employment of your employer for misconduct involving fraud or dishonesty, the only benefit payable to you, unless the trustee resolves otherwise, is the accumulated benefit that you have financed by contributions made by you to the Fund plus any other benefit which is a Vested Benefit.

Benefit payable on other termination of employment

If your employment is terminated before your Retiring Age other than for the reasons stated above and your new employer does not make any contributions to the Fund on your behalf, you will be entitled to:

- (i) the amount in your member's contribution account (i.e. the accumulated benefit in the Fund financed by your own contributions); plus
- (ii) the amount in your vested employer's contribution account; plus

- (iii) such other additional benefits financed by contributions made by your employer determined in accordance with the vesting schedule in the trust deed for the Fund that applies to your particular category of membership; plus
- (iv) such other accumulated benefit financed by contributions made by your employer as the trustee, in its absolute discretion, determines. These additional benefits are usually only paid in exceptional circumstances.

MODE OF PAYMENT OF BENEFIT

Death benefit

If you die, your Member's Benefit will be paid in a lump sum. The trust deed for the Fund is drafted in this way because under present tax legislation, a death benefit that is paid in a lump sum to the deceased's spouse or child (under the age of 18), is received by the recipient tax free.

Other benefits

The trustee of the Fund is given a discretion to pay termination benefits, retirement benefits or Permanent Disablement benefits by way of lump sum or by way of pension or annuity.

SOME OTHER POINTS ABOUT THE FUND

Policies of insurance and annuities

The trustee of the Fund may invest any part of the amount standing to your credit in the Fund in a policy or policies of life insurance.

Loans

Under current legislation, your benefits cannot be used to arrange a loan from the Fund or as security for a loan from another source.

Forfeited benefits

The trust deed for the Fund provides that your Member's Benefit will be forfeited in the circumstances which are listed below.

1. Your Member's Benefit will be forfeited if the trustee is of the opinion that you have attempted to assign, alienate, charge or encumber all or part of your Member's Benefit.
2. Your Member's Benefit will be forfeited if you are declared mentally ill or become liable to have your affairs dealt with under the laws relating to mental health.
3. Your Member's Benefit will be forfeited if your whereabouts cannot be traced by the trustee for a period of 3 years after making reasonable enquiries.

The trustee must apply your forfeited Member's Benefit in the manner stated in the trust deed governing the Fund.

Broadly speaking, that part of your forfeited Member's Benefit which is a Vested Benefit must be applied for the benefit of you or such of your Dependants as the trustee decides. If you are suffering hardship the trustee can decide to pay you, or any of your Dependants, the amount in your employer's contribution account. Any part of your forfeited Member's Benefit which is not applied in this way must be credited to the forfeited benefit reserve account and then dealt with in the manner stated in the trust deed.

Preserved Benefits

Your Member's Benefit or a part of your Member's Benefit payable on pre-retirement termination of employment may be required to be treated by the trustee as being a Preserved Benefit. A Preserved Benefit cannot be paid from the Fund until you permanently retire from the workforce having attained age 55 or on your earlier death or Permanent Disablement.

This means that the trustee will not be able to pay you your Preserved Benefit at the time of your termination of employment.

However, you can arrange to roll-over your Preserved Benefit to a deferred annuity, approved deposit fund or another superannuation fund.

Trust deed

The terms and conditions governing the Fund and your entitlements are set out in the trust deed for the Fund which is available for your inspection.

.....
For and on behalf of the
trustee of the Fund

STATEMENT BY TRUSTEE

LOCKWOOD PENSION FUND


("the Fund")

I, COLIN NICHOLAS FISHER

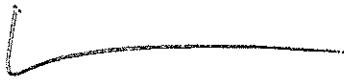
hereby consent to acting as a trustee of the Fund.

I have never been found guilty of or convicted of a dishonest conduct offence either in Australia or elsewhere.

I am not bankrupt and I have not, in the preceding 3 years from the date of this statement, entered into a deed of assignment or arrangement or a composition with my creditors under Part X of the Bankruptcy Act. I am not, therefore, disqualified from acting as a trustee or as a responsible officer of a trustee company under the Superannuation Industry (Supervision) Act.

X 

Signature



.....
Witness

..... 24/6/97

Date

STATEMENT BY TRUSTEE

LOCKWOOD PENSION FUND

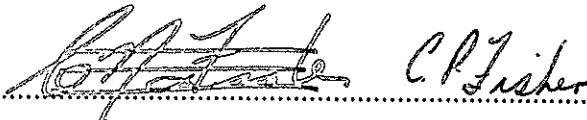
("the Fund")

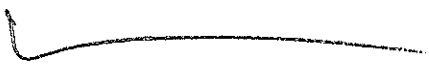
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X  C.P. Fisher
.....
Signature


.....
Witness

24/6/97
.....
Date