- (e) If the pension reverts it may not have a reversionary component greater than 100% of the benefit that was payable before the reversion;
- (f) If the pension is commuted, the commuted amount may not exceed the benefit that was payable immediately before the commutation;
- (g) The capital value of the pension and the income from it cannot be used as security for a borrowing.

## 8. Life Expectancy Pension

The following terms apply to Life Expectancy Pensions:

- (a) A person is only entitled to be paid a Life Expectancy Pension on or after the day when the person attains pension age;
- (b) Pension payments must be made at least annually;
- (c) If the reexpectancy of the primary beneficiary on the commencement day is less than 15 years, the pension must be paid throughout a period equal to the primary beneficiary's life expectancy. Subject to the Act, this period may be rounded up, at the primary beneficiary's option, to the next whole number if the primary beneficiary's life expectancy does not consist of a whole number of years;
- (d) If the fee expectancy of the primary beneficiary on the commencement day is 15 years or more, the pension must be paid throughout a period that is not less than 15 years but not more than the primary beneficiary's life expectancy. Subject to the Ac, this period may be rounded up, at the primary beneficiary's option, to the next whole number if the primary beneficiary's life expectancy does not consist of a whole number of years;
- The total amount of the payment, or payments, to be made in the first year after the commencement day (not taking commuted amounts into account) must be fixed and that payment, or the first of those payments, must relate to the period commencing on the day when the primary beneficiary became entitled to the pension. The fixed size of pension payments will be as agreed between the Trustee and Beneficiary or, in the absence of agreement, as determined by the Trustee;
- (f) The total amount of the payments to be made in a year other than the first year after the commencement day (not taking commuted amounts into account) must not:
  - (i) fall below the total amount of the payments made in the immediately preceding year ("Previous Total"); and
  - (ii) not exceed the Previous Total, but may be adjusted to the extent permitted by the Act;
- (g) The to all amount of the payments to be made in a year in accordance with paragraphs (e) or (f) may be varied only to allow commutation to pay a supera mustion contributions surcharge liability;
- (h) The pension will not have a residual capital value;
- (i) The pension cannot be commuted except:
  - (i) if the commutation is made within 6 months after the commencement day of the pension;

- (ii) if the commutation is made on the death of the primary beneficiary by payment to the benefit of a reversionary beneficiary, or if there is no reversionary beneficiary, to the estate of the primary beneficiary;
- (iii) if the commutation is made on the death of a reversionary beneficiary by payment to the benefit of another reversionary beneficiary, or if there is no other reversionary beneficiary, to the estate of the primary beneficiary;
- (iv) if the eligible termination payment resulting from the commutation is transferred directly to the purchase of another benefit provided under arrangements that are consistent with the relevant requirements of the Act;
- (v) to pay a superannuation contributions surcharge liability; or
- (vi) for any other purpose permissible under the Act.
- (j) If the pension reverts it may not have a reversionary component greater than 100% of the benefit that was payable before the reversion;
- (k) If the pension is commuted, the commuted amount may not exceed the benefit that was payable immediately before the commutation;
- (I) The pension cannot be transferred to a person other than:
  - on the death of the primary beneficiary, to a reversionary beneficiary or, if there is no reversionary beneficiary, to the estate of the primary beneficiary; or
  - on the death of a reversionary beneficiary, to another reversionary beneficiary or, if there is no other reversionary beneficiary, to the estate of the reversionary beneficiary; and
- (m) The capital value of the pension and the income from it cannot be used as security for a borrowing.

## 9. Market Linked Pension

The following terms apply to Market Linked Pensions:

- (a) Unless otherwise agreed in a particular case, and subject to the Act, the size of pension payments in a year will be fixed. The size of the annual fixed pension payment will be determined with reference to Schedule 6 of the Superannuation Industry (Supervision) Regulations;
- (b) Payments must be made at least annually;
- (c) The member may choose a term for the pension which is determined by reference to the Act, rounded up to the nearest whole number;
- (d) Subject to the Act, the pension may be commuted. However, the lump sum payable on commutation may be no greater than the amount permitted by the Act. In accordance with the Act, any commutation made in order to pay a supera muation contributions surcharge liability may be treated separately for this purpose;
- (e) Payments of the pension will cease when the relevant Member's Account Balance is nil.
- (f) The capital value of the pension and the income from it cannot be used as

security for a borrowing.

- (g) If the pension reverts it may not have a reversionary component greater than 100% of the benefit that was payable before the reversion;
- (h) If the pension is commuted, the commuted amount may not exceed the benefit that was payable immediately before the commutation;

## 10. Particular arrangements

Subject to the Act, the Trustee may:

- (a) Require a Beneficiary requesting payment of a pension to provide the Trustee with information and other particulars relating to the pension begins to be paid and during the period of payment of the pension; and
- (b) Agree with the Beneficiary on particular arrangements to apply to the pension. For example, these may relate to the number and identity of any reversionary beneficiaries, the frequency of pension payments, the amount of pension payments, the treatment of benefits on the Beneficiary's death and any other relevant matters; and
- (c) Set rules relating to default arrangements that may apply to pension payments, in the absence of agreement between the Trustee and Beneficiary, or relating to any other relevant matter.

### 11. Reserves

Subject to the Act, where it considers it appropriate, the Trustee may:

- (a) obtain the advice of an actuary regarding the amount of pension payments, any variation to the amount of those payments, commutations, the establishment, monitoring or treatment of pension reserves in accordance with this Rule 11, or any other relevant matter;
- (b) establish pension reserves in relation to the funding of pension obligations relating to particular Beneficiaries;
- where a pension benefit liability to which a pension reserve relates no longer exists, or the amount of the pension reserve exceeds the expected liability, arrange for any assets or excess assets in the pension reserve to be applied in any manner whatsoever that the Trustee considers fair and reasonable, including for the general purposes of the Fund, but having special regard to the interests of the Beneficiary to whom the pension benefit related and that Beneficiary's Dependants.

## 12. Death benefits

- (a) This Rule 12 applies if the terms of a particular pension as provided above, and taking into account any particular arrangements made in accordance with Rule 9, do not provide for the consequences for payment of the pension on the death of the pension recipient.
- (b) Where this Rule 12 applies, then unless the Trustee otherwise agrees, and subject to the Act, if any amount is payable in respect of the pension recipient on the pension recipient's death, it will be dealt with in accordance with Clause 12.6 of the Deed. For this purpose, references in Clause 12.6 to the Member will be treated as references to the deceased pension recipient.

PART 1
Application for Membership
With Indicative Death Benefit Nomination – No Binding

			Death Benef	it Nominatio	n					
Member details										
Name:	П									
Address:	71					<del></del>				
Date of Birth	П				<u> </u>	<del></del>				
Occupation:	П									
Telephone:				<del>-</del>	<del>-</del>					
Fax:			·			<del></del>				
Amount of Depos	t (5	*:								
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superannuation fu	ո#	•				inda nom unotne				
I hereby apply to be	COI	ne a member (	of							
l understand that m	/ m	embership is s	subject to terms and c	onditions spe	ecified in the Trust Deed go	verning the Fund.				
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Employer details										
Employer:										
Address:										
Nomination of dep	∍nd	ants								
Important inform		n for comple	tion							
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and in what pr	000	rtions. If there	e are no Dependants	or Legal Pe	ersonal Representative th	"				
benefit may be	рЫ	able to any ot	her person.		ersonal Representative, th	°				
2. This Nomination	ıN	ptice must be	fully completed in acc	ordance with	the details below:					
			otice are completed.							
				Dependente	and/or your Legal Persona					
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adopted a	nd l	x-nuptial child	x-nuptial children), and any other person financially dependent upon you at							
the time of	yld	r death,								
Your Lega	P	r death. sonal Representative is either the person named as your executor in your								
will, or, if v	ομ	do not have a valid will at the date of your death, the person who, as your oplies for and has been granted letters of administration for your estate.								
next of kin	, a	oplies for and has been granted letters of administration for your estate.  ish to nominate your legal personal representative, please write 'Legal esentative' as the name of the Beneficiary.								
Should you	ויי	ish to nomin	ate your legal perso	nal represen	itative, please write 'Lega	1				
Personal H	ер	esentative as	the name of the Beni	eficiary.						
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receive any deat	h b	enefit payable	,		to which of my dependants	andror Estate Will				
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Signature of Membe	Щ				Date					
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PART 1
Application for Membership
With Indicative Death Benefit Nomination – No Binding
Death Benefit Nomination

Member details									
Name:	44	DE LESLEY WITT							
Address: 2	Щ	YURILA DRIVE BELL	EVUE HEIGHTS						
Occupation:	Щ	/4/58							
Telephone:	4	EGISTERED NURSE							
Fax:	┰	OR 8177 0796							
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I hereby apply to beco	ne	a member of PV > DL W (T	t superannuation fond						
I understand that my n	en	bership is subject to terms and condition	ns specified in the Trust Deed governing the Fund.						
	ΑŢ	D 21/4/2006							
Employer details Employer:	T								
Address:	+								
Nomination of depen		ts							
	7	<u> </u>							
Important information	rı	or completion							
This Nomination I	lati	e is not binding. The Trustee/s will take	it into account in the event that a						
l benefit is paid from	niti	ile Fund on your death. However, the Ti	rustee/s have complete discretion						
as to which of you	гД	ependants and/or Legal Personal Repre	esentative may receive the benefit						
i augu ili waan oroot	7711	INDS IT TOETE STE DO DEDENGANTE AT LA	gal Personal Representative, the						
2 This Nomination N	yaı	e to any other person.							
		e must be fully completed in accordanc	e with the details below:						
		es of this Notice are completed.							
The Benefici	arie	s named in this Notice must be Depend	dants and/or your Legal Personal						
Representati	/e.	s are your spouse, de facto spouse and your children (including step,							
adonted and	an	s are your spouse, de facto spouse a	nd your children (including step,						
the time of yo	Ţ	nuptial children), and any other person financially dependent upon you at							
Your Legal P	ers	onal Representative is either the person named as your executor in your							
will, or, it you	aa	not have a valid will at the date of your death, the person who as your							
next of kin, ≰	ıpp	es for and has been granted letters of	of administration for your estate						
Should you i	ΛS	It to nominate vour legal nersonal rer	recentative places write (Least						
Personal Rep	res	entative' as the name of the Beneficiary							
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			ed to the Trustee/s of the Fund in regard to my						
nominated benefici	arle	5.	to the trusteers of the Fund in regard to my						
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Signature of Member	$\prod$		Date						
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PART 1
Application for Membership
With Indicative Death Benefit Nomination – No Binding

		Death Benefit Nomination								
Member details										
Name:	_	NUL VINCENT WITT								
Address:	7	VURILLA DONE BELIEVOE HEIGHTE								
Date of Birth	7	31/1/55 DENE BELLEVOE THE 6HRS								
Occupation:	T	BUSINESS DEVELOPMENT MANAGER .	5							
Telephone:	T	08 8177 065C								
Fax:	T	08 RITT 0746								
Amount of Depor										
* (A Statement of	Ŧ	rmination Payment needs to be attached if an amount is being transferred from another								
superannuation f	uh	<b>#</b> )								
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r nereby apply to a	ec	ame a member of POPDL WILL SOLESTANDALION FO	MD							
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Employer detail	4									
Employer:	+									
Address:	1									
Nomination of de	oei	noants I								
Important inform	701	lion for completion								
This Nominati	on	Notice is not binding. The Trustee/s will take it into account in the event that a								
benefit is paid	fr	om the Fund on your death. However, the Trustee/s have complete discretion								
as to which of	Ϋ́	l⊔r Dependants and/or Legal Personal Representative may receive the benefit ↓								
and in what b	ono	bortions. If there are no Dependants or Legal Personal Representative the								
benefit may be	e p	#ayable to any other person.								
2. This Nominat	oh	Notice must be fully completed in accordance with the details below:								
<ul> <li>Ensure b</li> </ul>	ott	pages of this Notice are completed.								
		aries named in this Notice must be Dependants and/or your Legal Personal								
Represent	ηta	dive.								
Your De	o e i	dants are your spouse, de facto spouse and your children (including step.								
adopted i	аф	ex-nuptial children), and any other person financially dependent upon you at 1								
the time	) j	pur death.								
Tour Leg	aı	Personal Representative is either the person named as your executor in your								
nevt of it	۲,	u do not have a valid will at the date of your death, the person who, as your applies for and has been granted letters of administration for your estate.								
Should V	زان	wish to nominate your legal personal representative, please write 'Legal								
Personal	Re	presentative as the name of the Beneficiary.								
		erson nominated, you must provide both their relationships to you and the								
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• in the event of	mу	death, the Trustee/s have complete discretion as to which of my dependants and/or estate will								
receive any de	ацп	penetit payable,								
		s and amends any previous notice supplied to the Trustee/s of the Fund in regard to my								
nominated ber	eli	daries /								
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Signature of Mem	er									
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### PART 2 Application for Membership With Binding Death Benefit Nomination

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Member details							
Name:	П			 	 		
Address:	П		_	 	 	 	
Date of Birth	T			 	 <del></del>	 	—
Occupation:	П			 	 	 -	
Telephone:	T	_		 	 	 	
Fax:	П		_		 	 	—
Amount of Deposi	t (	)*:			 	 	
/A Statement of	FĽ	mainadian D		 	 	 	

\* (A Statement of Termination Payment needs to be attached if an amount is being transferred from another superannuation fund)

I hereby apply to become a member of.

I understand that my intembership is subject to terms and conditions specified in the Trust Deed governing the Fund.

SIGNED

DATED

Employer deta	ls.			_		_	
Employer:					 		
Address:				·		 	
		П			 		

## Binding death benefit nomination

### Information about binding directions

The operation of the Fund, of which you are a member or are being invited to be a member, is governed by a coordinate called a Trust Deed. The Trustee of the Fund is bound to act in accordance with the equirements of the Trust Deed in administering the Fund.

Under the Trust Deed, the Trustee has a discretion to decide whether, in the event of your death, to pay the death benefit, which is payable to your estate or to dependants of yours, and, in what

proportions.

However, the Trust beed also enables you to override the Trustee's discretion by you giving a binding direction to the Trustee. This is a direction to the Trustee to pay any death benefit payable either to your estate or to dependants specified by you and in the proportions that you specify. You may either election the Trustee to exercise the discretion given to it to decide who to pay your benefit to, in the event of your death, or you can give a binding direction to the Trustee by completing the direction in this Nomination.

Important points about binding directions
If you decide to give a binding direction by completing this Nomination, it is important for you to note the following:

- You can only direct the Trustee to pay the benefit either to your estate or to the dependants that you specify or this Nomination (or both).
   If you wish to give such a direction to the Trustee, you must specify the percentage of your total death benefit which is to be paid to each of the estate of your dependants.
   You can confirm amend or revoke this Nomination at any time by giving written notice to the
- Trustee
- Trustee.
  The direction that you give automatically ceases to have any effect 3 years after the date on which you sign and date this Nomination. If the direction ceases to have effect, the Trustee will have a discretion to decide who to pay the death benefit to.
  If, on this Nomination, you direct the Trustee to pay any part of your death benefit to a person who is not a dependent (as described below), your direction will be void and of no effect and the Trustee will be required to decide who to pay your death benefit to.
  For the purposes of the Trust Deed, a dependant is:

  a spouse of a Member
  a not children of a Member
- - any children d a Member
  - any other person (whether related to the Member or not) who is financially dependent on the Member

"Spouse" includes a de facto spouse and "children" includes step-children, adopted and ex-nuptial children.

If you have any doubt as to whether a person you wish to nominate to receive any part of your death banefit is a dependant, you should seek advice from the Trustee before completing this Nomination.

7. For this Nomination to be effective, it must be signed and dated by you in the presence of 2

witnesses who are both at least 18 years old and neither of the witnesses can be a person who you have nominated to receive a part of your death benefit. to receive a part of your death benefit.

# EXECUTED AS DEED

Signed Sealed and Delivered by the said Paul Vincent Witt in the presence of:

limov

Witness

Signed Sealed and Delivered by the said Diane Leslie Witt in the presence of

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Witness

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