

- (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 life expectancy 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 life 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 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;
- (e) 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 total 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 superannuation 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;
 - (l) The pension cannot be transferred to a person other than:
 - (i) 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
 - (ii) 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 superannuation 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 before 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;
- (c) 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 Dependents.

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.

SCHEDULE 3

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

Member details	
Name:	
Address:	
Date of Birth	
Occupation:	
Telephone:	
Fax:	
Amount of Deposit (\$)*:	

* (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 membership is subject to terms and conditions specified in the Trust Deed governing the Fund.

SIGNED DATED

Employer details	
Employer:	
Address:	

Nomination of dependants

Important information for completion	
<p>1. This Nomination Notice is not binding. The Trustee/s will take it into account in the event that a benefit is paid from the Fund on your death. However, the Trustee/s have complete discretion as to which of your Dependants and/or Legal Personal Representative may receive the benefit and in what proportions. If there are no Dependants or Legal Personal Representative, the benefit may be payable to any other person.</p> <p>2. This Nomination Notice must be fully completed in accordance with the details below:</p> <ul style="list-style-type: none"> • Ensure both pages of this Notice are completed. • The Beneficiaries named in this Notice must be Dependants and/or your Legal Personal Representative. Your Dependants are your spouse, de facto spouse and your children (including step, adopted and ex-nuptial children), and any other person financially dependent upon you at the time of your death. Your Legal Personal Representative is either the person named as your executor in your will, or, if you do not have a valid will at the date of your death, the person who, as your next of kin, applies for and has been granted letters of administration for your estate. Should you wish to nominate your legal personal representative, please write 'Legal Personal Representative' as the name of the Beneficiary. • For each person nominated, you must provide both their relationships to you and the proportion of any benefit that is to be paid to each. 	

Nomination of dependants		
Name	Relationship to you	Proportion of benefit

Member declaration

I, _____ of _____ as a member of the Fund, request the Trustee/s to pay my death benefit to the above persons in the proportions shown.

I understand that:

- in the event of my death, the Trustee/s have complete discretion as to which of my dependants and/or estate will receive any death benefit payable.
- this Notice revokes and amends any previous notice supplied to the Trustee/s of the Fund in regard to my nominated beneficiaries.

Signature of Member	Date / /
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SCHEDULE 3

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

Member details	
Name:	DIANE LESLEY WITT
Address:	2 YORILLA DRIVE BELLEVUE HEIGHTS
Date of Birth	17/19/58
Occupation:	REGISTERED NURSE
Telephone:	08 8177 0656
Fax:	08 8177 0296
Amount of Deposit (\$):	

* (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 **PN & DL WITT SUPERANNUATION FUND**

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

SIGNED DATED **21/4/2006**

Employer details	
Employer:	
Address:	

Nomination of dependants

Important information for completion	
<p>1. This Nomination Notice is not binding. The Trustee/s will take it into account in the event that a benefit is paid from the Fund on your death. However, the Trustee/s have complete discretion as to which of your Dependants and/or Legal Personal Representative may receive the benefit and in what proportions. If there are no Dependants or Legal Personal Representative, the benefit may be payable to any other person.</p> <p>2. This Nomination Notice must be fully completed in accordance with the details below:</p> <ul style="list-style-type: none"> • Ensure both pages of this Notice are completed. • The Beneficiaries named in this Notice must be Dependants and/or your Legal Personal Representative. Your Dependants are your spouse, de facto spouse and your children (including step, adopted and ex-nuptial children), and any other person financially dependent upon you at the time of your death. Your Legal Personal Representative is either the person named as your executor in your will, or, if you do not have a valid will at the date of your death, the person who, as your next of kin, applies for and has been granted letters of administration for your estate. Should you wish to nominate your legal personal representative, please write 'Legal Personal Representative' as the name of the Beneficiary. • For each person nominated, you must provide both their relationships to you and the proportion of any benefit that is to be paid to each. 	

Nomination of dependants		
Name	Relationship to you	Proportion of benefit
PAUL V WITT	SPOUSE	100%

Member declaration

I, **DIANE L WITT** of **2 YORILLA DRIVE BELLEVUE HEIGHTS** as a member of the Fund, request the Trustee/s to pay my death benefit to the above persons in the proportions shown.

I understand that:

- in the event of my death, the Trustee/s have complete discretion as to which of my dependants and/or estate will receive any death benefit payable.
- this Notice revokes and amends any previous notice supplied to the Trustee/s of the Fund in regard to my nominated beneficiaries.

Signature of Member	Date 21 4 2006
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SCHEDULE 3

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

Member details	
Name:	PAUL VINCENT WITT
Address:	2 YORILLA DRIVE BELLEVUE HEIGHTS
Date of Birth	3/11/55
Occupation:	BUSINESS DEVELOPMENT MANAGER
Telephone:	08 8177 0655
Fax:	08 8177 0296
Amount of Deposit (\$)*:	-

* (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 **PV & DL WITT SUPERANNUATION FUND**

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

SIGNED  DATED 21/4/2006

Employer details	
Employer:	
Address:	

Nomination of dependants

Important information for completion	
<p>1. This Nomination Notice is not binding. The Trustee/s will take it into account in the event that a benefit is paid from the Fund on your death. However, the Trustee/s have complete discretion as to which of your Dependants and/or Legal Personal Representative may receive the benefit and in what proportions. If there are no Dependants or Legal Personal Representative, the benefit may be payable to any other person.</p> <p>2. This Nomination Notice must be fully completed in accordance with the details below:</p> <ul style="list-style-type: none"> • Ensure both pages of this Notice are completed. • The Beneficiaries named in this Notice must be Dependants and/or your Legal Personal Representative. Your Dependants are your spouse, de facto spouse and your children (including step, adopted and ex-nuptial children), and any other person financially dependent upon you at the time of your death. Your Legal Personal Representative is either the person named as your executor in your will, or, if you do not have a valid will at the date of your death, the person who, as your next of kin, applies for and has been granted letters of administration for your estate. Should you wish to nominate your legal personal representative, please write 'Legal Personal Representative' as the name of the Beneficiary. • For each person nominated, you must provide both their relationships to you and the proportion of any benefit that is to be paid to each. 	

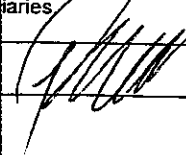
Nomination of dependants		
Name	Relationship to you	Proportion of benefit
DIANE L WITT	SPOUSE	100%

Member declaration

I, **PAUL V WITT** of **2 YORILLA DRIVE BELLEVUE HEIGHTS** as a member of the Fund, request the Trustee/s to pay my death benefit to the above persons in the proportions shown.

I understand that:

- in the event of my death, the Trustee/s have complete discretion as to which of my dependants and/or estate will receive any death benefit payable.
- this Notice revokes and amends any previous notice supplied to the Trustee/s of the Fund in regard to my nominated beneficiaries

Signature of Member 	Date 21 / 4 / 2006
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SCHEDULE 3

PART 2
Application for Membership
With Binding Death Benefit Nomination

Member details	
Name:	
Address:	
Date of Birth	
Occupation:	
Telephone:	
Fax:	
Amount of Deposit (\$)*:	

* (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 membership is subject to terms and conditions specified in the Trust Deed governing the Fund.

SIGNED

DATED

Employer details	
Employer:	
Address:	

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 document called a Trust Deed. The Trustee of the Fund is bound to act in accordance with the requirements 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 Deed 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 elect for 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:


1. 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)).
2. 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.
3. You can confirm, amend or revoke this Nomination at any time by giving written notice to the Trustee.
4. 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.
5. If, on this Nomination, you direct the Trustee to pay any part of your death benefit to a person who is not a dependant (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.
6. For the purposes of the Trust Deed, a dependant is:
 - a spouse of a Member
 - any children of a Member
 - any other person (whether related to the Member or not) who is financially dependent on the Member

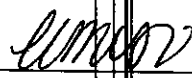
"Spouse" includes a de facto spouse and "children" includes step-children, adopted and ex-nuptial children.

If you have any doubt as to whether a person you wish to nominate to receive any part of your death benefit 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.

EXECUTED AS A DEED

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


)
)
) 



Witness

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

)
)
) 



Witness