

# **Superannuation Trust Deed for a Self- Managed Fund**

for

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## **The M & N Frazer Superannuation Fund**

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23 Langar Way  
Landsdale WA 6065  
ivandoubell@bigpond.com

Maddocks  
Level 7  
140 William Street  
Melbourne VIC 3000  
Tel: 03 9288 0555  
Fax: 03 9288 0666  
info@maddocks.com.au  
www.maddocks.com.au

**Execution**

Executed as a deed.

Dated: 27 February 2014

Executed by  
Evergreen (WA) Pty Ltd ACN 130392228, in  
its capacity as trustee, in accordance with  
section 127(1) of the *Corporations Act 2001*  
(Cwth):



\_\_\_\_\_  
Mark Stirling Frazer, director

\_\_\_\_\_  
Nicola Amber Frazer, director

Executed by  
Evergreen (WA) Pty Ltd ACN 130392228, in  
its capacity as principal, in accordance with  
section 127(1) of the *Corporations Act 2001*  
(Cwth):



\_\_\_\_\_  
Mark Stirling Frazer, director

\_\_\_\_\_  
Nicola Amber Frazer, director

# The M & N Frazer Superannuation Fund

## Director of Trustee Declarations

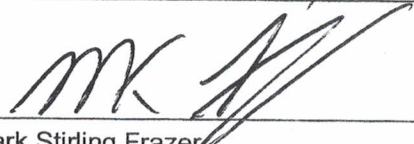
I make the following declarations:

- I am unaware, or have no reasonable grounds to suspect, that a person who is, or is acting as, a responsible officer of the trustee is a disqualified person as defined in section 120(1) of the *Superannuation Industry (Supervision) Act 1993*.
- Neither a receiver, or a receiver and manager, has been appointed in respect of property beneficially owned by the trustee.
- Neither an administrator nor a liquidator nor a provisional liquidator has been appointed in respect of the trustee.
- The trustee has not commenced to be wound up.

Date:

27<sup>th</sup> FEBRUARY 2014

Signed:

  
Mark Stirling Frazer

**Director of the Trustee**

# The M & N Frazer Superannuation Fund

## Director of Trustee Declarations

I make the following declarations:

- I am unaware, or have no reasonable grounds to suspect, that a person who is, or is acting as, a responsible officer of the trustee is a disqualified person as defined in section 120(1) of the *Superannuation Industry (Supervision) Act 1993*.
- Neither a receiver, or a receiver and manager, has been appointed in respect of property beneficially owned by the trustee.
- Neither an administrator nor a liquidator nor a provisional liquidator has been appointed in respect of the trustee.
- The trustee has not commenced to be wound up.

Date: 27/2/2014

Signed:   
\_\_\_\_\_  
Nicola Amber Frazer

**Director of the Trustee**

## The M & N Frazer Superannuation Fund

### Consent to Appointment as Director of the Trustee

I consent to being appointed a director of the trustee of the The M & N Frazer Superannuation Fund.

Date: 27 | 2 | 2014

Signed:   
Mark Stirling Frazer

## The M & N Frazer Superannuation Fund

### Consent to Appointment as Director of the Trustee

I consent to being appointed a director of the trustee of the The M & N Frazer Superannuation Fund.

Date:

27/2/2014

Signed:

  
Nicola Amber Frazer

## Schedule 2 to this deed

### Application to become a Member

This Application Form contains your Death Benefit Nomination and undertakings which must be made by you. It is also accompanied by the Product Disclosure Statement relevant to the fund contained in Annexure A.

### Part 1 Application and Undertakings

- I apply to become an [*Either initial Or additional*] member of this fund under the trust deed.
- I make each of the following undertakings:
  - [*Either I am not in an employment relationship with another member. Or I am not in an employment relationship with another member who is not a relative of mine.*]
  - I am not a disqualified person under superannuation law from being a [*Either trustee Or director of the trustee*] of the fund.
  - I will comply with the trust deed.
  - Upon request, I will fully disclose in writing any information required by the trustee in respect of my membership of the fund. This includes disclosing:
    - Any circumstance which may lead to my entering into an employment relationship with any other member of the fund who is not also a relative of mine.
    - That I may become disqualified under superannuation law from being a [*Either trustee Or director of the trustee*] of the fund.
    - Any information in relation to my medical condition.
  - I will act as a [*Either trustee Or director of the trustee*] of the fund.
  - I understand the trust deed, particularly its terms concerning the benefits payable under it, and I have read and understood the attached Product Disclosure Statement, annexed and marked 'A'.
  - I have read and understand the prescribed information relating to the collection of Tax File Numbers by the trustees of superannuation funds.

I attach a completed ATO Individual Tax File Number Notification form.



Applicant name **Nicola Amber Frazer**  
 Applicant address **26 Burnsall way Darch WA 6065**  
 Applicant occupation **Director**  
 Date of birth **29/11/1975**  
 Applicant place of birth **AUCKLAND NZ.**

**Part 2: Death Benefit: Beneficiary Nomination**

*If death benefit nomination is to be binding* This is a binding death benefit notice. By completing and signing it you are requiring the trustee to provide any benefit payable on or after your death to the person or persons you mentioned in this notice, being one or more dependants or your legal personal representative. *Or If death benefit notice is to be non binding* This is a direction to the trustee as to how to apportion any benefit payable on your death. It is a non binding death benefit notice and the trustee retains the discretion as to how to apply any benefit payable on your death.

I direct [*Either the trustees Or the directors of the trustee*] that the person[s] named in the following table [*are/is*] to receive the proportions specified in that table of the benefit that is payable if I die.

Person	Relationship to member	Proportion of death benefit
[ <i>Insert beneficiary's name</i> ]	[ <i>Insert beneficiary's relationship to member</i> ]	[ <i>Insert proportion of the death benefit to be paid to this person</i> ] %
[ <i>Add rows to table as required</i> ]		

[*If death benefit nomination is to be binding (Please note, that this beneficiary direction is valid for only 3 years.)*]



Signed by the applicant:

*[Handwritten Signature]*

Date:

27/02/2014.

[Insert member's name]

Nicola Amber Frater

[If the death benefit is not binding]

Witness:

*[Handwritten Signature]*

Name:

I. DouBell

Or

If the death benefit is to be binding The following persons declare that:

- they are 18 years of age or older;
- they are not persons otherwise mentioned in this notice; and
- this form was signed by or on behalf of the member in their presence.

Date:

\_\_\_\_\_

Date:

\_\_\_\_\_

Witness:

\_\_\_\_\_

Witness:

\_\_\_\_\_

Witness name:

\_\_\_\_\_

Witness name:

\_\_\_\_\_

**First Notice: The types of death benefit arrangements and the order in which they take effect**

The Fund's Deed allows three types of death benefit payment arrangements. They, and the order in which they take effect, are as follows:

- **death benefit agreement** — which binds the trustee and which does not expire, see clauses 97 and 98;
- **binding death benefit notices or binding nomination forms** — which bind the trustee but which expire after 3 years or earlier if replaced or revoked; and
- **non-binding nomination forms** — which do not bind the trustee but which do not expire until replaced or revoked.

*Death benefit agreements take priority over binding death benefit notices and non-binding nomination forms.*

**What you need to consider**

## Schedule 7 to this deed

### Death Benefit Agreement – The M & N Frazer Superannuation Fund (Fund)

- 1 This Agreement, executed as a deed, is between the Fund's trustee listed below and the Fund's member listed below.
- 2 This Agreement is an addition to the "Superannuation Trust Deed for a Self-Managed Fund" for the Fund (**Deed**). It has effect in the way described in Part H of that Deed. This Agreement is not a binding death benefit notice given in accordance with regulation 6.17A of the *Superannuation Industry (Supervision) Regulations*. Therefore:
  - 2.1 it continues in force until amended or terminated; and
  - 2.2 it does not end after 3 years as binding death benefit notices are required to do by the law.
- 3 On execution, this Agreement forms part of the Deed.
- 4 The member directs the trustee that, on the member's death, the persons named in the following table are to receive the proportion specified in that table of any benefit that is payable:

Person	Relationship to member	Proportion of death benefit
[Insert beneficiary's name]	[Insert beneficiary's relationship to member]	[Insert proportion of the death benefit to be paid to this person] %
[Add rows to table as required]		
Total (which must total to 100%)		100%

- 5 The trustee consents to acting on this direction as evidenced by it executing this Agreement.
- 6 If compliance with superannuation law prevents any part of the benefit being paid to the named person, then that part of the benefit will be dealt with under Part H of the Deed.
- 7 The parties agree that:
  - 7.1 the member may terminate this Agreement by serving a notice terminating the Agreement on the trustee;
  - 7.2 this Agreement may be replaced by the trustee and the member executing a later death benefit agreement at which time this Agreement terminates; and
  - 7.3 this Agreement is not terminated, varied or otherwise affected by any variation to the Fund's Deed from time to time, unless the trustee and the member expressly agree to the contrary.

**[If the Fund's trustee is a company:**

8 The details of the trustee are:

8.1 Trustee Company Name: Euregreen WA Pty LTD

8.2 Trustee ACN: 130292228

8.3 Trustee Address: 23 LANGAR WAY  
LANDSDALE WA

9 The member is:

9.1 Member's name and address: Nicola Amber Franzer.  
26 Burnsall way  
DARCH WA 6065

**[If the Fund's trustees are individuals:**

10 The trustees are:

10.1 Trustee 1 Name and address: .....

.....  
.....

10.2 Trustee 2 Name and address: .....

.....  
.....

10.3 Trustee 3 Name and address: .....

.....  
.....

10.4 Trustee 4 Name and address: .....

.....  
.....

11 The member is:

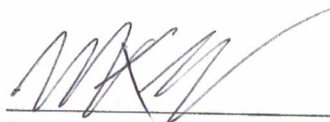
11.1 Member's name and address: .....

.....  
.....

**Executed by the parties as a deed:**

Executed by

[Insert company name] EVERGREEN WA PTY LTD  
ACN [Insert ACN] in its capacity as trustee, in 130392228  
accordance with section 127(1) of the  
Corporations Act 2001 (Cwth):



\_\_\_\_\_  
Signature of director/Sole director and sole  
company secretary

\_\_\_\_\_

\_\_\_\_\_  
Signature of director/secretary

MARK S FRAZER

\_\_\_\_\_  
Name of director/Sole director and sole  
company secretary (please print)

\_\_\_\_\_  
Name of director/secretary (please print)

**[If the Fund's trustees are individuals, then each of them needs one of these signing clauses]**

Signed sealed and delivered by

[Insert trustee's name]

in the capacity of trustee in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of trustee

\_\_\_\_\_  
Name of witness (please print)

**First Notice: The types of death benefit arrangements and the order in which they take effect**

The Fund's Deed allows three types of death benefit payment arrangements. They, and the order in which they take effect, are as follows:

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- **non-binding nomination forms** — which do not bind the trustee but which do not expire until replaced or revoked.

**Death benefit agreements take priority over binding death benefit notices and non-binding nomination forms.**

Dated: \_\_\_\_\_

Signed sealed and delivered by  
[Insert name of member making death benefit  
arrangements]  
in the capacity of member in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of member

\_\_\_\_\_  
Name of witness (please print)

**[If the Fund's trustee is a company and signs under common seal, then it uses this sort of signing clause: ]**

The common seal of [Insert company name]  
ACN [Insert ACN]  
in its capacity as trustee, was affixed in  
accordance with section 127(2) of the  
Corporations Act 2001 (Cwth) in the presence  
of:



\_\_\_\_\_  
Signature of director/Sole director and sole  
company secretary

\_\_\_\_\_  
Signature of director/secretary

MARK S FRAZER

\_\_\_\_\_  
Name of director/Sole director and sole  
company secretary (please print)

\_\_\_\_\_  
Name of director/secretary (please print)

**[If the Fund's trustee is a company then use this sort of signing clause: ]**



## Schedule 2 to this deed

### Application to become a Member

This Application Form contains your Death Benefit Nomination and undertakings which must be made by you. It is also accompanied by the Product Disclosure Statement relevant to the fund contained in Annexure A.

### Part 1 Application and Undertakings

- I apply to become an [*Either* initial *Or* additional] member of this fund under the trust deed.
- I make each of the following undertakings:
  - [*Either* I am not in an employment relationship with another member. *Or* I am not in an employment relationship with another member who is not a relative of mine.]
  - I am not a disqualified person under superannuation law from being a [*Either* trustee *Or* director of the trustee] of the fund.
  - I will comply with the trust deed.
  - Upon request, I will fully disclose in writing any information required by the trustee in respect of my membership of the fund. This includes disclosing:
    - Any circumstance which may lead to my entering into an employment relationship with any other member of the fund who is not also a relative of mine.
    - That I may become disqualified under superannuation law from being a [*Either* trustee *Or* director of the trustee] of the fund.
    - Any information in relation to my medical condition.
  - I will act as a [*Either* trustee *Or* director of the trustee] of the fund.
  - I understand the trust deed, particularly its terms concerning the benefits payable under it, and I have read and understood the attached Product Disclosure Statement, annexed and marked 'A'.
  - I have read and understand the prescribed information relating to the collection of Tax File Numbers by the trustees of superannuation funds.

I attach a completed ATO Individual Tax File Number Notification form.

Applicant name **MARK S FRAZER**  
 Applicant address **26 Burnsall Way Darch WA 6065**  
 Applicant occupation **DIRECTOR**  
 Date of birth **19/04/1969**  
 Applicant place of birth **COTTESLOE WA**

**Part 2: Death Benefit: Beneficiary Nomination**

*If death benefit nomination is to be binding* This is a binding death benefit notice. By completing and signing it you are requiring the trustee to provide any benefit payable on or after your death to the person or persons you mentioned in this notice, being one or more dependants or your legal personal representative. *Or If death benefit notice is to be non binding* This is a direction to the trustee as to how to apportion any benefit payable on your death. It is a non binding death benefit notice and the trustee retains the discretion as to how to apply any benefit payable on your death.

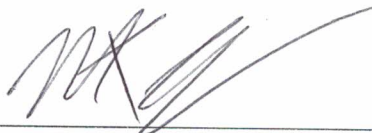
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[Add rows to table as required]		

*[If death benefit nomination is to be binding (Please note, that this beneficiary direction is valid for only 3 years.)]*



Signed by the applicant:

  
\_\_\_\_\_

Date:

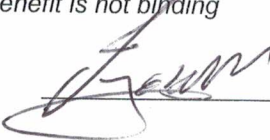
27/2/2014  
\_\_\_\_\_

[Insert member's name]

MARK S FRAZER.

[If the death benefit is not binding

Witness:

  
\_\_\_\_\_

Name:

I Doubell  
\_\_\_\_\_

Or

If the death benefit is to be binding The following persons declare that:

- they are 18 years of age or older;
- they are not persons otherwise mentioned in this notice; and
- this form was signed by or on behalf of the member in their presence.

Date:

\_\_\_\_\_

Date:

\_\_\_\_\_

Witness:

\_\_\_\_\_

Witness:

\_\_\_\_\_

Witness name:

\_\_\_\_\_

Witness name:

\_\_\_\_\_

### First Notice: The types of death benefit arrangements and the order in which they take effect

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**Death benefit agreements** take priority over binding death benefit notices and non-binding nomination forms.

### What you need to consider

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[Add rows to table as required]		
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- 7 The parties agree that:
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- 7.2 this Agreement may be replaced by the trustee and the member executing a later death benefit agreement at which time this Agreement terminates; and
- 7.3 this Agreement is not terminated, varied or otherwise affected by any variation to the Fund's Deed from time to time, unless the trustee and the member expressly agree to the contrary.

**[If the Fund's trustee is a company:**

8 The details of the trustee are:

8.1 Trustee Company Name: Evergreen WA. Pty Ltd

8.2 Trustee ACN: 130392228

8.3 Trustee Address: 23 LANGAR WAY  
CANDSDALE WA

9 The member is:

9.1 Member's name and address: MARK S FRAZER  
26 BURNSALL WAY  
DARCH WA 6065

**[If the Fund's trustees are individuals:**

10 The trustees are:

10.1 Trustee 1 Name and address: .....

.....  
.....

10.2 Trustee 2 Name and address: .....

.....  
.....

10.3 Trustee 3 Name and address: .....

.....  
.....

10.4 Trustee 4 Name and address: .....

.....  
.....

11 The member is:

11.1 Member's name and address: .....


.....  
.....


**Executed by the parties as a deed:**

Executed by

[Insert company name] *Evergreen WA (pty) Ltd* 130392228

ACN [Insert ACN] in its capacity as trustee, in accordance with section 127(1) of the Corporations Act 2001 (Cwth):

  
\_\_\_\_\_  
Signature of director/Sole director and sole company secretary

*MARK S FRAZER*  
  
\_\_\_\_\_  
Name of director/Sole director and sole company secretary (please print)

\_\_\_\_\_  
\_\_\_\_\_  
Signature of director/secretary

\_\_\_\_\_  
Name of director/secretary (please print)

**[If the Fund's trustees are individuals, then each of them needs one of these signing clauses]**

Signed sealed and delivered by  
[Insert trustee's name]  
in the capacity of trustee in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of trustee

\_\_\_\_\_  
Name of witness (please print)

**First Notice: The types of death benefit arrangements and the order in which they take effect**

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- **non-binding nomination forms** — which do not bind the trustee but which do not expire until replaced or revoked.

**Death benefit agreements** take priority over binding death benefit notices and non-binding nomination forms.

Dated: \_\_\_\_\_

Signed sealed and delivered by  
[Insert name of member making death benefit  
arrangements]  
in the capacity of member in the presence of:


\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of member

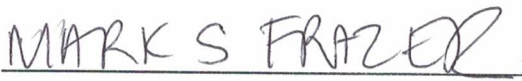
\_\_\_\_\_  
Name of witness (please print)

**[If the Fund's trustee is a company and signs under common seal, then it uses this sort of signing clause: ]**

The common seal of [Insert company name]  
ACN [Insert ACN]  
in its capacity as trustee, was affixed in  
accordance with section 127(2) of the  
Corporations Act 2001 (Cwth) in the presence  
of:

  
\_\_\_\_\_  
Signature of director/Sole director and sole  
company secretary

\_\_\_\_\_  
Signature of director/secretary

  
\_\_\_\_\_  
Name of director/Sole director and sole  
company secretary (please print)

\_\_\_\_\_  
Name of director/secretary (please print)

**[If the Fund's trustee is a company then use this sort of signing clause: ]**