

Newson Family Superannuation Fund

APPLICATION FOR MEMBERSHIP

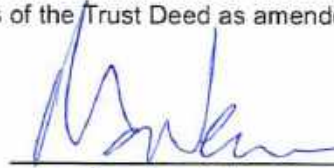
To the Trustee(s) of Newson Family Superannuation Fund

Full Name: Marc John Newson
Address: Unit 1/13 Manning Road
DOUBLE BAY NSW 2028
Date of Birth: 01/06/1965
Sex: Male
Tax File Number: 351-251-303

DECLARATION

I hereby apply to become a member of the above named Superannuation Fund and agree to be bound by the provisions of the Trust Deed as amended from time to time.

Applicant Signature



Date

6/7/10

Independent Witness Signature



Date

6/7/2010

Newson Family Superannuation Fund

MEMBER ADVICE NOTICE

FROM: Marc Newson Pty Limited ("Trustee")
TO: Marc John Newson ("Member") of
Unit 1/13 Manning Road, DOUBLE BAY NSW 2028

In accordance with the requirements of the Deed establishing the Fund the Trustee hereby provides the following information regarding the commencement of your Fund membership:

1. Upon commencement of your Fund membership you do not immediately become entitled to any benefit.
2. The Fund is known as an 'accumulation' style superannuation fund which means that investments accumulate at a rate consistent with the earning of the Fund after provision has been made for all Fund expenses and taxation liabilities.
3. Your vested interest in the Fund is able to be determined by reference to the balance standing in your member's account which will be adjusted from time to time by any increase or decrease in the value of the Fund.

Your entitlements under the Fund will be advised after the end of each Financial Year.

Director *M. Newson*

Date: *6/7/10*

Director *P. Oswald*

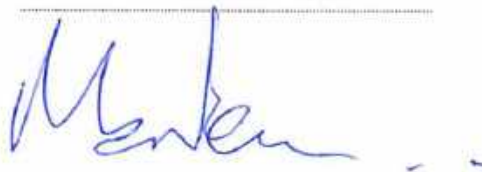
Date: *6/7/10*

Newson Family Superannuation Fund

PRODUCT DISCLOSURE STATEMENT

This Product Disclosure Statement dated 6, 7 / 20 10 presents the main features of the Self Managed Superannuation Fund. Further information should be obtained from an appropriately qualified person or organisation.

Marc John Newson

A handwritten signature in blue ink, appearing to read 'Marc John Newson', is written over a horizontal dotted line.

Newson Family Superannuation Fund ("the Fund") has been established by the execution of the Trust Deed in accordance with the legislation governing Self Managed Superannuation Funds (SMSF), the main defining features of which are detailed below. The Trust Deed sets out the broad legal framework of the Fund. The Fund Regulator is the Australian Taxation Office (ATO).

TRUST DEED

The Fund Trust Deed evidences the establishment of the Fund and sets out the rules of operation. It is available from the Trustee.

ADMINISTRATOR

The Trustee/s may appoint a Fund Administrator from time to time and at the time of producing this statement was:

Cavendish Superannuation Pty Ltd
GPO Box 9981
ADELAIDE SA 5001.

TRUSTEESHIP

Features of the Fund include:

- (i) the Fund must have less than five (5) members;
- (ii) all members must be trustees/directors of the trustee; (except (iii) below)
- (iii) in the case of a sole member fund with individual trustees, another trustee in addition to the member must be appointed;
- (iv) a proposed member is ineligible to be a member if the member would be taken to be employed by another member and they are not related;
- (v) the Trustee is unable to be remunerated by the Fund.

Where the Trustees are individuals the primary purpose is to pay a superannuation pension (with the ability to commute to a lump sum).

MEMBERSHIP

The Trust Deed requires you to complete an "Application for Membership" to lodge with the Trustee/s prior to being admitted and registered with a "Member Account".

CONTRIBUTIONS/ROLLOVERS

After your admission as a member, other superannuation monies and certain assets may be deposited or transferred into your new Member Account together with contributions by yourself, your spouse and any employer subject to contribution caps, indexed in line with the Average Weekly Ordinary Time Earnings (AWOTE), in increments of \$5,000. The Fund has its own unique Bank or Cash Management Trust Account to which contributions and Fund income are credited and expenses debited.

CONTRIBUTION SPLITTING

You may elect to split up to 85% of your taxed contributions to an account held by your spouse. Splitting can only occur when the receiving spouse has not yet reached preservation age or is between preservation age and 65 but has not retired. Splitting will occur in the following Financial Year after the contribution has been made unless the contributions are rolled over to another Fund prior to 30 June.

MEMBER ACCOUNT VALUE

The value of your member account is determined from time to time and at June 30th each year by valuing your equity in the Fund investments.

The value of your account will reflect contributions, rollovers, taxes, insurance premiums, administration and other expenses and positive or negative movements in the underlying Fund investments.

BENEFIT PAYMENTS AND PRESERVATION

Benefits may be accessed upon satisfaction of a condition of release including:

- (a) Attaining Preservation Age

Date of birth	Preservation age
Before 1 July 1960	55
1 July 1960 - 30 June 1961	56
1 July 1961- 30 June 1962	57
1 July 1962 - 30 June 1963	58
1 July 1963 - 30 June 1964	59
After 30 June 1964	60

- (b) termination of employment after age 60;
- (c) attainment of age 65;
- (d) death;
- (e) total permanent disablement.

Preservation rules which specifically apply to superannuation generally mean that you cannot access your benefit in the form of a lump sum until attainment of preservation age and retirement, notwithstanding that early release of benefits may be considered on compassionate or financial hardship grounds. On attainment of preservation age, without satisfying the retirement requirement, a non-commutable income stream may be commenced.

Your retirement/death/total permanent disablement (TPD) benefits can be paid in whole or part as a lump sum and/or one or more superannuation pension income streams. The value of your account includes your equity in the Fund assets and in the case of death or total permanent disablement, any insurance policy owned by the Trustee in respect of you.

Lump Sum Payments

Your accessible benefit may be paid as a superannuation lump sum in cash or in kind (in specie). A lump sum payable to you aged 60 or over is tax free.

If you are between 55-59 years of age tax at the rate of 16.5% will be withheld by the Fund on the portion of the 'taxed' component that exceeds the lump sum tax free threshold of \$145,000 which is indexed in the line AWOTE in increments of \$5,000.

Lump Sum payments will be apportioned between your taxed and exempt components. You do not have the ability to elect which component to withdraw.

Your "Exempt" (contributions made to the Fund or which no tax deduction was claimed) component of the Superannuation Lump Sum Payment is tax free.

Pension Income Streams

You may elect to commence a pension income stream upon satisfying a condition of release.

Pensions payable to a member aged 60 or over are tax free.

The various types of pensions which can be paid from the Fund are listed below. You may have more than one pension operating within the Fund but from 20 September 2007 may only commence an Account Based Pension.

- i. Account Based Pension
- ii. Allocated Pension #
- iii. Market Linked Pension #
- iv. Fixed Term/Life Expectancy *
- v. Lifetime Pension *

* Only payable if you were a member of your fund prior to 11th May 2004 and commenced the pension prior to 1 January 2006

You could commence an Allocated Pension or Market Linked Pension prior to 20 September 2007 however these pensions will not be available after that date. Existing pensions can be maintained within the SMSF

Details of the pension/s you elect to receive will be set out in an Appendix/s provided at the commencement of the pension.

A tax rebate will be available to any of the above income streams if:

- a) the income was received by you on or after attaining preservation age and prior to age 60, or
- b) the income is payable due to the death the primary beneficiary who was aged below 60 and the reversionary pensioner is also aged below 60, or
- c) the income is payable due to permanent invalidity.

The tax rebate of 15% is applicable to the 'taxed' portion of the pension stream paid from the Fund.

DEATH AND TOTAL PERMANENT DISABLEMENT INSURANCE

You may request the Trustee/s to effect Death or Death and Total Permanent Disablement insurance on your life. The inclusion of this insurance will be subject to underwriting acceptance.

In the event of the Insurer accepting a claim, the proceeds will be paid to your Fund account.

BENEFICIARY NOMINATION

You may advise the Trustee/s in one of two ways who you would like to receive the value of your superannuation in the event of your death:

- (a) A non binding "Nomination of Beneficiary" is only an indication of your wishes and the Trustee can apply the benefit at their discretion to one or more of your dependants which includes your surviving spouse, children and financial dependants.
- (b) A "Binding Nomination" obliges the Fund Trustee to distribute the benefit in accordance with your wishes provided the nominee is your legal personal representative or dependant which include your surviving spouse, children and financial dependants.

INVESTMENT STRATEGY AND IMPLEMENTATION

Your Self Managed Superannuation Fund can be invested in a broad range of assets. Regulations require the Trustee/s to document and implement an investment strategy taking into account such matters as risk, return, diversification, cash flow and liquidity, for the "sole purpose" of generating benefits for the members while adhering to proper commercial standards.

Investments generally fit into the following categories:

- Listed Shares
- Managed Investments
- Mortgage Loans
- Cash
- Real Property
- Unit Trust
- Term Deposits
- Fixed Interest Securities

The Trustee/s may utilise the services of appropriately qualified persons or organisations to assist in investment matters in an endeavour to tailor the Fund investments to the expected risk/return.

Your Self Managed Superannuation Fund may purchase or receive as a contribution, personally held assets such as listed securities and "business real property," thereby providing enhanced flexibility in investment, taxation and retirement planning.

RISK AND MITIGATION

It is the Trustee/s responsibility to ensure the Fund complies with all aspect of legislation relevant to self managed superannuation including:

- Formulating and implementing the Fund investment strategy
- Maintenance of Fund minutes
- Preparation and lodgement of Fund Returns
- Maintenance of insured member benefits
- Annual Audit
- Appropriate Actuarial Certification

Breaches of legislative requirements could expose the Fund to non-complying status which may carry jail and/or taxation penalties up to the highest personal marginal tax rate of the Fund value.

The Administrator assists the Trustee/s in the preparation of all compliance documentation and lodgement including:

- Annual Fund Financial Statements
- Annual Member Benefit Statement
- ATO Income and Regulatory Return Preparation and Lodgement
- ATO Member Contribution Statement Preparation and Lodgement
- Business or Instalment Activity Statement
- Arrange Audit
- Superannuation Pension Documentation
- Pension Actuarial Certification
- Benefit Payment Documentation and Processing

As the investment strategy of the Fund is determined and implemented by the Trustees your benefit will be a consequence of this process.

Fund investment returns are not guaranteed. The value of your account will rise and fall as it is directly related to the Fund's investments. Generally this applies to all accumulation funds, not only Self Managed Superannuation Funds.

ASSIGNMENTS, CHARGES AND BANKRUPTCY

Unless permitted by the SIS legislation, the Trustee of your Fund must not recognise, or in any way encourage or sanction, an assignment of your superannuation interests or charge over assets of the Fund.

The Bankruptcy Act excludes your interest in a Regulated Superannuation Fund from property divisible among creditors. The superannuation pension income paid to a bankrupt is not excluded.

TAXATION

Income tax is payable at the rate of 15% of tax deductible superannuation contributions (TDC) credited to your Member Account. Contributions will be reported to the Taxation Office by the Trustee.

The Fund also pays tax on its net income at the rate of 15%. The effective rate of tax can be reduced by adopting an appropriate investment strategy. Income and capital gains earned on assets supporting a member's pension/s are TAX FREE. Any excess tax credits, including deriving imputation credits, are reimbursed by the ATO to the Fund.

Expenses incurred by the Fund excluding income and surcharge tax are tax deductible.

MEMBER ACCOUNT EXPENSES

The Fund administration, audit fees, stamp duty, taxes, investment and other expenses are incurred by each member to the extent of each member's relative interest in the Fund. Fees associated with administration, audit and other compliance issues are detailed in the Cavendish Fee Schedule and Administration Agreement.

ENQUIRIES

Further information should be obtained from the Trustee/s.

Marc John Newson and Patricia Marie Oswald
Marc Newson Pty Limited ATF
Newson Family Superannuation Fund
Unit 1/13 Manning Road
DOUBLE BAY NSW 2028

Telephone:
Facsimile:
Email:

Newsom Family Superannuation Fund

APPLICATION FOR MEMBERSHIP

To the Trustee(s) of **Newsom Family Superannuation Fund**

Full Name: Patricia Marie Oswald
Address: Unit 1/13 Manning Road
DOUBLE BAY NSW 2028
Date of Birth: 14/02/1963
Sex: Female
Tax File Number: 628-860-480

DECLARATION

I hereby apply to become a member of the above named Superannuation Fund and agree to be bound by the provisions of the Trust Deed as amended from time to time.

Applicant Signature

PM Oswald

Date

6.7.10

Witness Signature

[Signature]

Date

6/7/2010.

Newson Family Superannuation Fund

MEMBER ADVICE NOTICE

FROM: Marc Newson Pty Limited ("Trustee")
TO: Patricia Marie Oswald ("Member") of
Unit 1/13 Manning Road, DOUBLE BAY NSW 2028

In accordance with the requirements of the Deed establishing the Fund the Trustee hereby provides the following information regarding the commencement of your Fund membership:

1. Upon commencement of your Fund membership you do not immediately become entitled to any benefit.
2. The Fund is known as an 'accumulation' style superannuation fund which means that investments accumulate at a rate consistent with the earning of the Fund after provision has been made for all Fund expenses and taxation liabilities.
3. Your vested interest in the Fund is able to be determined by reference to the balance standing in your member's account which will be adjusted from time to time by any increase or decrease in the value of the Fund.

Your entitlements under the Fund will be advised after the end of each Financial Year.

Director *P. Oswald* Date: *6/7/10*
Director *M. Newson* Date: *6/7/10*

Newsom Family Superannuation Fund

PRODUCT DISCLOSURE STATEMENT

This Product Disclosure Statement dated *6, 7 / 200 2010* presents the main features of the Self Managed Superannuation Fund. Further information should be obtained from an appropriately qualified person or organisation.

Patricia Marie Oswald

PM Oswald

Newson Family Superannuation Fund ("the Fund") has been established by the execution of the Trust Deed in accordance with the legislation governing Self Managed Superannuation Funds (SMSF), the main defining features of which are detailed below. The Trust Deed sets out the broad legal framework of the Fund. The Fund Regulator is the Australian Taxation Office (ATO).

TRUST DEED

The Fund Trust Deed evidences the establishment of the Fund and sets out the rules of operation. It is available from the Trustee.

ADMINISTRATOR

The Trustee/s may appoint a Fund Administrator from time to time and at the time of producing this statement was:

Cavendish Superannuation Pty Ltd
GPO Box 9981
ADELAIDE SA 5001.

TRUSTEESHIP

Features of the Fund include:

- (i) the Fund must have less than five (5) members;
- (ii) all members must be trustees/directors of the trustee; (except (iii) below)
- (iii) in the case of a sole member fund with individual trustees, another trustee in addition to the member must be appointed;
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CONTRIBUTIONS/ROLLOVERS

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CONTRIBUTION SPLITTING

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MEMBER ACCOUNT VALUE

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- (b) termination of employment after age 60;
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If you are between 55-59 years of age tax at the rate of 16.5% will be withheld by the Fund on the portion of the 'taxed' component that exceeds the lump sum tax free threshold of \$140,000 which is indexed in the line AWOTE in increments of \$5,000.

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- iv. Fixed Term/Life Expectancy *
- v. Lifetime Pension *

* Only payable if you were a member of your fund prior to 11th May 2004 and commenced the pension prior to 1 January 2006

You may commence an Allocated Pension or Market Linked Pension prior to 20 September 2007 however these pensions will not be available after that date. Existing pensions can be maintained within the SMSF

Details of the pension/s you have elected to receive will be set out in an Appendix/s provided at the commencement of the pension.

A tax rebate will be available to any of the above income streams if:

- a) the income was received by you on or after attaining preservation age and prior to age 60, or
- b) the income is payable due to the death of the primary beneficiary who was aged below 60 and the reversionary pensioner is also aged below 60, or
- c) the income is payable due to permanent invalidity.

The tax rebate of 15% is applicable to the 'taxed' portion of the pension stream paid from the Fund.

DEATH AND TOTAL PERMANENT DISABLEMENT INSURANCE

You may request the Trustee/s to effect Death or Death and Total Permanent Disablement insurance on your life. The inclusion of this insurance will be subject to underwriting acceptance.

In the event of the Insurer accepting a claim, the proceeds will be paid to your Fund account.

BENEFICIARY NOMINATION

You may advise the Trustee/s in one of two ways who you would like to receive the value of your superannuation in the event of your death:

- (a) A non binding "Nomination of Beneficiary" is only an indication of your wishes and the Trustee can apply the benefit at their discretion to one or more of your dependants which includes your surviving spouse, children and financial dependants.
- (b) A "Binding Nomination" obliges the Fund Trustee to distribute the benefit in accordance with your wishes provided the nominee is your legal personal representative or dependant which include your surviving spouse, children and financial dependants.

INVESTMENT STRATEGY AND IMPLEMENTATION

Your Self Managed Superannuation Fund can be invested in a broad range of assets. Regulations require the Trustee/s to document and implement an investment strategy taking into account such matters as risk, return, diversification, cash flow and liquidity, for the "sole purpose" of generating benefits for the members while adhering to proper commercial standards.

Investments generally fit into the following categories:

- Listed Shares
- Managed Investments
- Mortgage Loans
- Cash
- Real Property
- Unit Trust
- Term Deposits
- Fixed Interest Securities

The Trustee/s may utilise the services of appropriately qualified persons or organisations to assist in investment matters in an endeavour to tailor the Fund investments to the expected risk/return.

Your Self Managed Superannuation Fund may purchase or receive as a contribution, personally held assets such as listed securities and "business real property," thereby providing enhanced flexibility in investment, taxation and retirement planning

RISK AND MITIGATION

It is the Trustee/s responsibility to ensure the Fund complies with all aspect of legislation relevant to self managed superannuation including:

- Formulating and implementing the Fund investment strategy
- Maintenance of Fund minutes
- Preparation and lodgement of Fund Returns
- Maintenance of insured member benefits
- Annual Audit
- Appropriate Actuarial Certification

Breaches of legislative requirements could expose the Fund to non-complying status which may carry jail and/or taxation penalties up to the highest personal marginal tax rate of Fund value.

The Administrator assists the Trustee/s in the preparation of all compliance documentation and lodgement including:

- Annual Fund Financial Statements
- Annual Member Benefit Statement
- ATO Income and Regulatory Return Preparation and Lodgement
- ATO Member Contribution Statement Preparation and Lodgement
- Business or Instalment Activity Statement
- Arrange Audit
- Superannuation Pension Documentation
- Pension Actuarial Certification
- Benefit Payment Documentation and Processing

As the investment strategy of the Fund is determined and implemented by the Trustees your benefit will be a consequence of this process.

Fund investment returns are not guaranteed. The value of your account will rise and fall as it is directly related to the Fund's investments. Generally this applies to all accumulation funds, not only Self Managed Superannuation Funds.

ASSIGNMENTS, CHARGES AND BANKRUPTCY

Unless permitted by the SIS legislation, the Trustee of your Fund must not recognise, or in any way encourage or sanction, an assignment of your superannuation interests or charge over assets of the Fund.

The Bankruptcy Act excludes your interest in a Regulated Superannuation Fund from property divisible among creditors. The superannuation pension income paid to a bankrupt is not excluded.

TAXATION

Income tax is payable at the rate of 15% of tax deductible superannuation contributions (TDC) credited to your Member Account. Contributions will be reported to the Taxation Office by the Trustee.

The Fund also pays tax on its net income at the rate of 15%. The effective rate of tax can be reduced by adopting an appropriate investment strategy. Income and capital gains earned on assets supporting a member's pension/s are TAX FREE. Any excess tax credits, including deriving imputation credits, are reimbursed by the ATO to the Fund.

Expenses incurred by the Fund excluding income and surcharge tax are tax deductible.

MEMBER ACCOUNT EXPENSES

The Fund administration, audit fees, stamp duty, taxes, investment and other expenses are incurred by each member to the extent of each member's relative interest in the Fund. Fees associated with administration, audit and other compliance issues are detailed in the Cavendish Fee Schedule and Administration Agreement.

ENQUIRIES

Further information should be obtained from the Trustee/s.

Marc John Newson and Patricia Marie Oswald
Marc Newson Pty Limited ATF
Newson Family Superannuation Fund
Unit 1/13 Manning Road
DOUBLE BAY NSW 2028

Telephone:

Facsimile:

Email:

DEATH BENEFIT – Nomination of Beneficiaries Form

The information contained in this form does not constitute general or individual advice. We strongly recommend that you seek professional advice from an appropriately qualified person before making any nomination.

Member Details

Full Fund Name	Newson Family Superannuation Fund		
Surname	Oswald		
Given Names	Patricia Marie	Date of Birth	14/02/1963
Address	Unit 1/13 Manning Road		
City /State /Post Code	DOUBLE BAY NSW 2028		
Home Phone	()	Mobile	
Work Phone	()	Email	

2. Nominated Beneficiaries

Please refer to the information overleaf before completing this form.

I wish to:

Make a new nomination

Amend an existing nomination and all prior nominations are hereby revoked (this includes amending my nomination from non-binding to binding)

This is:

A Binding Nomination

A Non-Binding Nomination

Who would you like your benefit to be paid to in the event of your death?

A. Beneficiary

Full Name	Marc John Newson		
Address	1/13 Manning Rd		
City	Double Bay	State	NSW
		Post Code	2028
Date of Birth	01/06/1965		
Relationship to you (ie spouse, child, other financial dependant, interdependency relationship)	Husband		
Percentage of Benefit	100 %		

B. Beneficiary

Full Name			
Address			
City		State	
		Post Code	
Date of Birth	DD / MM / YYYY		
Relationship to you (ie spouse, child, other financial dependant, interdependency relationship)			
Percentage of Benefit	%		



DEATH BENEFIT – Nomination of Beneficiaries Form (continued)

C. Beneficiary

Full Name

Address

City State Post Code

Date of Birth

Relationship to you (ie spouse, child, other financial dependant, interdependency relationship)

Percentage of Benefit %

D. Beneficiary

Full Name

Address

City State Post Code

Date of Birth

Relationship to you (ie spouse, child, other financial dependant, interdependency relationship)

Percentage of Benefit %

* * * * **IMPORTANT INFORMATION** * * * *

Please Read the Following Information Carefully

- The person or persons whom you nominate to receive your benefit must be a person who is a 'dependant' under the superannuation laws, which includes your spouse or de facto spouse, your children and any person who is financially dependent upon you at the time of your death. The definition of 'dependant' includes certain 'interdependency relationships'. If anyone you nominate is not a dependant at the date of your death, they will not be entitled to receive a share of your benefit. In that case, if the Trustee/s think that it is appropriate, that person's share will be divided between the other persons you have nominated in the percentages or proportion in which those other persons are entitled to your death benefit. You may also nominate that your death benefit be paid to your Legal Personal Representative so that it is distributed in accordance with your will and estate law.
- You may revoke or change your nomination at any time by providing the Trustee/s with a new valid Nomination of Beneficiaries Form.
- If you would like to nominate more than four beneficiaries, please photocopy the form. You (and, if the nomination is to be a Binding Nomination, the two witnesses) must sign the photocopied form(s) as well as the original. Please ensure that the percentages you nominate add up to and do not exceed 100%.

Assuming that you have obtained your Superannuation Fund Trust Deed from Cavendish (or that your Superannuation Fund Trust Deed is otherwise appropriately drafted), you may nominate a dependant to receive the benefit payable from the Fund upon your death in accordance with the terms of the Trust Deed governing your Superannuation Fund.

- If you provide a **BINDING NOMINATION** to the Trustee/s, the *death benefit must be paid in accordance with your valid nomination* as long as the person that you nominate to receive that benefit, or a share of the benefit, is either your 'dependant' and/or your Legal Personal Representative.
- If the Trustee/s holds a **NON-BINDING NOMINATION**, your wishes will be taken into account but the *Trustee/s nevertheless have complete discretion* in deciding who will receive your death benefit and the amount(s) that they will receive. The benefit may be paid to one or more of your dependants in whatever proportion(s) the Trustee/s thinks fit **and/or** may be paid to your Legal Personal Representative to be distributed in accordance with your Will and estate law as part of your estate.
- If you do NOT give a Nomination to the Trustee/s, your benefit will be paid at the discretion of the Trustee/s to your dependant(s) and/or to your Legal Personal Representative and it will be distributed as part of your estate.



Options

You may choose to make either a Binding or a Non-binding nomination. The difference between these two different types of nomination is set out below:

A. Binding Nomination

- When you make a valid binding nomination, **YOU** decide who receives your superannuation benefit when you die and how much of the benefit they are to receive.
- A binding nomination is valid for three years from the date that it is made. This nomination will become a non-binding nomination after three years unless you sign a new binding nomination.
- A valid binding nomination must be signed by you in the presence of two witnesses who must each sign and date the declaration where indicated at the bottom of the form and state their full name and date of birth. **These witnesses must be over 18 and must not be one of your nominated beneficiaries.**
- An invalid binding nomination will be treated as a non-binding nomination by the Trustee/s and will **NOT** revoke or replace an existing, valid binding nomination.

OR

B. Non-Binding Nomination

- This is a statement of your preferred nomination only. The Trustee/s will take into consideration any nomination that you make, however, the Trustee/s has the discretion to distribute your benefit, as it thinks appropriate.
- A non-binding nomination is valid for the whole time that you are a member of the Fund, unless another valid nomination is lodged with the Trustee/s.
- A non-binding nomination does not need any witness signatures.

What Do You Need To Do?

- Read the Important Information section of this Form in full, if you have not already done so.
- We strongly recommend that you seek professional advice before making any nomination (either Binding or Non-Binding).
- Complete the Nomination of Beneficiaries Form.
- Complete Sections 1 and 2 then sign the form in Section 3.
- Complete Section 4 in the case of a Binding Nomination.
- Provide the *original* of this form (including the original of any photocopies of this Form made to accommodate additional beneficiaries) to the **Trustee/s** and *copies* of all aforementioned forms to your **legal adviser** and to:

Cavendish Superannuation Pty Ltd
GPO Box 9981
Adelaide SA 5001



3. Member Declaration

I acknowledge that I have read and understood the Important Information set out above and I agree to the terms contained therein.

Signature P. M. Oswald Date 6, 7, 2010

4. Binding Nomination – Declaration by Witnesses

Only complete this section if you wish to make a Binding Nomination.

We declare that we are each over 18 years of age, that we are NOT nominated beneficiaries on this form and that this form was signed by the member in our presence.

Signature of Witness A		Date Signed	DD / MM / YYYY
Name		Date of Birth	DD / MM / YYYY
Signature of Witness B		Date Signed	DD / MM / YYYY
Name		Date of Birth	DD / MM / YYYY

Please ensure all details are correct then return this form to

Cavendish Superannuation Pty Ltd – GPO Box 9981, Adelaide SA 5001 or fax to (08) 8212 6747



DEATH BENEFIT – Nomination of Beneficiaries Form

The information contained in this form does not constitute general or individual advice. We strongly recommend that you seek professional advice from an appropriately qualified person before making any nomination.

1. Member Details

Full Fund Name	Newson Family Superannuation Fund		
Surname	Newson		
Given Names	Marc John	Date of Birth	01/06/1965
Address	Unit 1/13 Manning Road		
City /State /Post Code	DOUBLE BAY NSW 2028		
Home Phone	()	Mobile	0411 411006
Work Phone	()	Email	

2. Nominated Beneficiaries

Please refer to the information overleaf before completing this form.

- I wish to:
- Make a new nomination
 - Amend an existing nomination and all prior nominations are hereby revoked (this includes amending my nomination from non-binding to binding)

- This is:
- A Binding Nomination
 - A Non-Binding Nomination

Who would you like your benefit to be paid to in the event of your death?

A. Beneficiary

Full Name	PATRICIA OSWALD		
Address	1/13 MANNING ROAD DOUBLE BAY		
City	SYDNEY	State	NSW
		Post Code	2028
Date of Birth	01/06/1965		
Relationship to you (ie spouse, child, other financial dependant, interdependency relationship)	SPOUSE		
Percentage of Benefit	100 %		

B. Beneficiary

Full Name			
Address			
City		State	
		Post Code	
Date of Birth	DD / MM / YYYY		
Relationship to you (ie spouse, child, other financial dependant, interdependency relationship)			
Percentage of Benefit	%		

DEATH BENEFIT – Nomination of Beneficiaries Form (continued)

C. Beneficiary

Full Name

Address

City State Post Code

Date of Birth

Relationship to you (ie spouse, child, other financial dependant, interdependency relationship)

Percentage of Benefit %

D. Beneficiary

Full Name

Address

City State Post Code

Date of Birth

Relationship to you (ie spouse, child, other financial dependant, interdependency relationship)

Percentage of Benefit %

* * * * * **IMPORTANT INFORMATION** * * * * *

Please Read the Following Information Carefully

- The person or persons whom you nominate to receive your benefit must be a person who is a 'dependant' under the superannuation laws, which includes your spouse or de facto spouse, your children and any person who is financially dependent upon you at the time of your death. The definition of 'dependant' includes certain 'interdependency relationships'. If anyone you nominate is not a dependant at the date of your death, they will not be entitled to receive a share of your benefit. In that case, if the Trustee/s think that it is appropriate, that person's share will be divided between the other persons you have nominated in the percentages or proportion in which those other persons are entitled to your death benefit. You may also nominate that your death benefit be paid to your Legal Personal Representative so that it is distributed in accordance with your will and estate law.
- You may revoke or change your nomination at any time by providing the Trustee/s with a new valid Nomination of Beneficiaries Form.
- If you would like to nominate more than four beneficiaries, please photocopy the form. You (and, if the nomination is to be a Binding Nomination, the two witnesses) must sign the photocopied form(s) as well as the original. Please ensure that the percentages you nominate add up to and do not exceed 100%.

Assuming that you have obtained your Superannuation Fund Trust Deed from Cavendish (or that your Superannuation Fund Trust Deed is otherwise appropriately drafted), you may nominate a dependant to receive the benefit payable from the Fund upon your death in accordance with the terms of the Trust Deed governing your Superannuation Fund.

- If you provide a **BINDING NOMINATION** to the Trustee/s, the *death benefit must be paid in accordance with your valid nomination* as long as the person that you nominate to receive that benefit, or a share of the benefit, is either your 'dependant' and/or your Legal Personal Representative.
- If the Trustee/s holds a **NON-BINDING NOMINATION**, your wishes will be taken into account but the *Trustee/s nevertheless have complete discretion* in deciding who will receive your death benefit and the amount(s) that they will receive. The benefit may be paid to one or more of your dependants in whatever proportion(s) the Trustee/s thinks fit **and/or** may be paid to your Legal Personal Representative to be distributed in accordance with your Will and estate law as part of your estate.
- If you do NOT give a Nomination to the Trustee/s, your benefit will be paid at the discretion of the Trustee/s to your dependant(s) and/or to your Legal Personal Representative and it will be distributed as part of your estate.

Your Options

You may choose to make either a Binding or a Non-binding nomination. The difference between these two different types of nomination is set out below:

A. Binding Nomination

- When you make a valid binding nomination, **YOU** decide who receives your superannuation benefit when you die and how much of the benefit they are to receive.
- A binding nomination is valid for three years from the date that it is made. This nomination will become a non-binding nomination after three years unless you sign a new binding nomination.
- A valid binding nomination must be signed by you in the presence of two witnesses who must each sign and date the declaration where indicated at the bottom of the form and state their full name and date of birth. **These witnesses must be over 18 and must not be one of your nominated beneficiaries.**
- An invalid binding nomination will be treated as a non-binding nomination by the Trustee/s and will **NOT** revoke or replace an existing, valid binding nomination.

OR

B. Non-Binding Nomination

- This is a statement of your preferred nomination only. The Trustee/s will take into consideration any nomination that you make, however, the Trustee/s has the discretion to distribute your benefit, as it thinks appropriate.
- A non-binding nomination is valid for the whole time that you are a member of the Fund, unless another valid nomination is lodged with the Trustee/s.
- A non-binding nomination does not need any witness signatures.

What Do You Need To Do?

- Read the Important Information section of this Form in full, if you have not already done so.
- We strongly recommend that you seek professional advice before making any nomination (either Binding or Non-Binding).
- Complete the Nomination of Beneficiaries Form.
- Complete Sections 1 and 2 then sign the form in Section 3.
- Complete Section 4 in the case of a Binding Nomination.
- Provide the *original* of this form (including the original of any photocopies of this Form made to accommodate additional beneficiaries) to the **Trustee/s** and *copies* of all aforementioned forms to your **legal adviser** and to:

Cavendish Superannuation Pty Ltd
GPO Box 9981
Adelaide SA 5001

DEATH BENEFIT – Nomination of Beneficiaries Form (continued)

3. Member Declaration

I acknowledge that I have read and understood the Important Information set out above and I agree to the terms contained therein.

Signature [Handwritten Signature]

Date 6, 07, 2010

4. Binding Nomination – Declaration by Witnesses

Only complete this section if you wish to make a Binding Nomination.

We declare that we are each over 18 years of age, that we are NOT nominated beneficiaries on this form and that this form was signed by the member in our presence.

Witness information table with columns for Signature of Witness, Name, Date Signed, and Date of Birth for two witnesses.



Please ensure all details are correct then return this form to Cavendish Superannuation Pty Ltd – GPO Box 9981, Adelaide SA 5001 or fax to (08) 8212 6747

CAVENDISH SUPERANNUATION PTY LTD ABN 30 007 778 341 AFSL NO. 276133

Newson Family Superannuation Fund

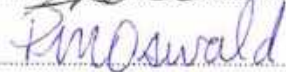
CONSENT AND DECLARATION OF THE TRUSTEES

Pursuant to Section 118 of the Superannuation Industry (Supervision) Act 1993

We: **Marc John Newson**
Patricia Marie Oswald

- **HEREBY DECLARE** that we are not *disqualified from acting as directors of a trustee company of superannuation fund under the Superannuation Industry (Supervision) Act 1993.
- **HEREBY CONSENT** to act as directors of Trustee Company of the **Newson Family Superannuation Fund** constituted on the 6 day of July 2010.
- **AGREE** to execute the Trust Deed and to administer the Fund in accordance with the terms and conditions set out in the Trust Deed.
- **UNDERTAKE** to notify any other Trustee and the Australian Taxation Office in writing if any one of us is for any reason disqualified from continuing to act as a trustee.

Signed as a true and correct record:


.....

.....

Dated this 6th day of JULY 2010

TRUSTEE STANDARDS

*The Superannuation Industry (Supervision) Act 1993 provides that the following persons are disqualified from acting as a trustee:

DISQUALIFIED PERSONS

A person is disqualified if:

- The person has a prior conviction involving dishonest conduct, wherever or whenever such conviction may have occurred.
- The person is insolvent, under administration or bankrupt.
- The person in relation to whom a civil penalty order has been made under the Superannuation Industry (Supervision) Act 1993.

DISQUALIFIED BODY CORPORATE

A corporate body is disqualified if:

- The corporate body knows or has reasonable grounds to suspect that a responsible officer of the body corporate is a disqualified person.
- A receiver has been appointed in respect of the property beneficially owned by the body.
- An official manager or administrator or professional litigator has been appointed in respect of the body.

Self Managed Super Fund Trustee Declaration

I understand that as an individual trustee or director of the corporate trustee of

fund name

NEWSON FAMILY SUPERANNUATION FUND

I am responsible for ensuring that the fund complies with the *Superannuation Industry (Supervision) Act 1993* (SISA) and other relevant legislation. The Commissioner of Taxation (the Commissioner) has the authority and responsibility for administering the legislation and enforcing the fund's compliance with the law.

If I do not comply with the legislation, the Commissioner may take the following actions:

- impose administrative penalties on me
- enter into agreements with me to rectify any contraventions of the legislation
- disqualify me from being a trustee or director of a corporate trustee of any superannuation fund in the future
- remove the fund's complying status resulting in a significant tax penalty on the fund, and
- prosecute me under the law, resulting in fines or imprisonment.

I must keep myself informed of changes to the legislation relevant to the operation of my fund and ensure the trust deed is kept up to date in accordance with the law and the needs of the members.

SOLE PURPOSE

I understand it is my responsibility to ensure the fund is maintained for the purpose of providing benefits to its members upon their retirement (or attainment of a certain age) or their beneficiaries if a member dies.

TRUSTEE DUTIES

I understand that by law I must:

- act honestly in all matters concerning the fund
- exercise skill, care and diligence in managing the fund
- act in the best interests of all the members of the fund
- ensure that my money and other assets are kept separate from the money and other assets of the fund
- take appropriate action to protect the fund's assets (for example, have sufficient evidence of the ownership of fund assets)
- not enter into any contract, or do anything, that would prevent me from, or hinder me in, properly performing or exercising my functions or powers as a trustee or director of the corporate trustee of the fund
- prepare and implement an investment strategy that takes the whole of the fund's circumstances into account, which includes, but is not limited to
 - the risks associated with the fund's investments
 - the likely return from investments, taking into account the fund's objectives and expected cash flow requirements
 - investment diversity and the fund's exposure to risk due to inadequate diversification, and
 - the liquidity of the fund's investments having regard to the fund's expected cash flow requirements in discharging its existing and prospective liabilities, and
- allow all members of the fund to have access to information and documents as required, including details about
 - the financial situation of the fund
 - the investments of the fund, and
 - the members' benefit entitlements.

Investment restrictions

I understand that, as a trustee or director of the corporate trustee of the fund, subject to certain limited exceptions specified in the law, I am prohibited from the following:

- lending money of the fund to, or providing financial assistance to, a member of the fund or a member's relative (financial assistance means any assistance that improves the financial position of a person directly or indirectly including the provision of credit)
- acquiring assets (other than listed securities, business real property or managed funds) for the fund from members or associates or other related parties of the fund
- borrowing money (or maintaining an existing borrowing) on behalf of the fund
- having more than 5% of the fund's total assets at any time of the year as loans to, or investments in, related parties of the fund (including trusts) and assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party (these assets are in-house assets), and
- entering into investments on behalf of the fund that are not made or maintained on an arm's length (commercial) basis, ensuring that the purchase or sale price of the fund's assets reflect market value.

Accepting contributions and paying a benefit

I understand that I can only accept contributions and pay benefits (pensions or lump sums) to members or their beneficiaries when the conditions specified in the law and the fund's governing rules (including its trust deed) have been met.

Administration

I understand that the trustees of the fund must:

- keep and retain for at least 10 years
 - minutes of all trustee meetings at which matters affecting the fund were considered (this includes investment decisions and decisions to appoint members and trustees)
 - records of all changes of trustees, including directors of the corporate trustee
 - each trustee's consent to be appointed as a trustee of the fund or a director of the corporate trustee, and
 - all trustee declarations
- ensure that the following are prepared and retained for at least 5 years
 - a statement of financial position
 - an operating statement, and
 - accounts and statements that correctly record and explain the transactions and financial position of the fund
- notify the Tax Office within 28 days of any changes in
 - trustees, directors of the corporate trustee or members of the fund
 - fund name
 - details of the contact person, contact phone and facsimile numbers, and
 - the postal address, registered address, or address for service of notices for the fund
- notify the Tax Office in writing as soon as practicable (not later than 28 days) after becoming aware that the fund has ceased to be a self managed superannuation fund or ceased to exist
- ensure that an approved auditor is appointed to audit the fund for each income year and provide that auditor with documents as requested, and
- lodge the fund's annual return by the due date.

DECLARATION

By signing this declaration I acknowledge that I understand my duties and responsibilities as a trustee or director of the corporate trustee of the self managed superannuation fund named on this declaration (or if the fund's name changes, that name). I understand that:

- I must ensure this document is retained for at least 10 years or while I remain a trustee or director of the corporate trustee (whichever is longer) and if I fail to do this, penalties may apply, and
- I may have to make this document available for inspection by a member of staff of the Tax Office and if I fail to do this, penalties may apply.

Director's Name

Patricia Marie Oswald

Director's Signature

PM Oswald

Date

06 / 07 / 2010

Witness' name (witness must be over the age of 18 years)

CHRISTINE KHOK

Witness' signature

Christine Khok

Date

06 / 07 / 2010



Australian Government
Australian Taxation Office

Self managed super funds – key messages for trustees

Read this fact sheet in conjunction with the *Trustee declaration* (NAT 71089). Keep a copy of this fact sheet with you and refer to it when making important decisions on behalf of your fund.

From 1 July 2007, if you are a new trustee (or director of a corporate trustee) of a self managed super fund (SMSF), you must complete a *Trustee declaration* (NAT 71089).

The trustee declaration is not the same as your fund's trust deed. It is a separate document you must complete and sign to show you understand your duties and responsibilities under the super laws.

YOU'RE RESPONSIBLE FOR MANAGING THE FUND

Becoming a trustee of a SMSF is an important decision that carries certain duties and responsibilities. That is, you must manage the fund for the benefit of members into their retirement. You must also ensure the SMSF assets are held in trust and invested on behalf of the members.

You are responsible for ensuring your fund is properly managed and complies with all governing rules (including the trust deed and super laws). These rules apply to you in your capacity as a trustee of the fund. You will also need to make important decisions that may affect the retirement savings of the fund's members.

All trustees are equally responsible for managing the fund and making sure it complies with the law. This is the case even if one trustee is more actively involved in the day-to-day running of the fund than the others, or you use a professional to do certain tasks on your behalf (for example, an accountant, lawyer, investment advisor, super fund administrator or tax agent). All trustees are responsible and accountable for running the fund and making decisions.

If you use a professional to help you manage your fund, it's important you get good advice and choose one that's right for you and your circumstances. It's essential to make sure any financial, investment and legal advice you receive comes from a qualified professional. Good advice is important as your decisions will have an impact on the retirement income of the fund's members, including you.

You must manage the fund separate to your own affairs. This means you must keep the fund's assets, including money, separate from your personal and business assets and ensure they are used solely for fund purposes.

You must not allow money to be withdrawn from the fund earlier than is legally permitted as it is meant for retirement. You must preserve members' benefits in the fund until they retire or reach their preservation age (currently not before age 55, and then rising to age 60 for those born after 30 June 1964). Early access is only allowed in very limited circumstances, for example, in cases of severe financial hardship, on tightly restricted compassionate grounds, or in the event of permanent incapacity.

YOU MUST UNDERSTAND YOUR DUTIES AND RESPONSIBILITIES

Your trustee duties and responsibilities include:

- making sure the purpose of the fund is to pay retirement benefits to members
- organising an investment strategy and making investment decisions
- accepting contributions and paying benefits (pension and lumps sums) in accordance with the rules
- ensuring an approved auditor is appointed for each income year, and
- undertaking administrative tasks such as lodging annual returns and record-keeping.

You must also ensure the fund's trust deed and investment strategy are regularly reviewed and updated in accordance with the law and the needs of the members.

! To avoid penalties, make sure you understand and comply with your duties and responsibilities under the super laws.

➤ MORE INFORMATION

For more information about your role and responsibilities as a trustee, refer to *Self managed superannuation funds – Role and responsibilities of trustees* (NAT 11032).

To keep up to date with the latest information on SMSFs, subscribe to our on-line newsletter – *SMSF News*. To subscribe, visit our website at www.ato.gov.au and search for 'SMSF News'.

To obtain a copy of our publications or for more information:

- visit our website at www.ato.gov.au
- phone 13 10 20
- phone our publication ordering service on 1300 720 092, or
- write to us at
Australian Taxation Office
PO Box 3100
PENRITH NSW 2740

If you do not speak English well and want to talk to a tax officer, phone the Translating and Interpreting Service on 13 14 50 for help with your call.

If you have a hearing or speech impairment and have access to appropriate TTY or modem equipment, phone 13 36 77. If you do not have access to TTY or modem equipment, phone the Speech to Speech Relay Service on 1300 555 727.

OUR COMMITMENT TO YOU

We are committed to providing you with advice and information you can rely on.

We make every effort to ensure that our advice and information is correct. If you follow advice in this publication and it turns out to be incorrect, or it is misleading and you make a mistake as a result, we must still apply the law correctly. If that means you owe us money, we must ask you to pay it. However, we will not charge you a penalty or interest if you acted reasonably and in good faith.

If you make an honest mistake when you try to follow our advice and you owe us money as a result, we will not charge you a penalty. However, we will ask you to pay the money, and we may also charge you interest.

If correcting the mistake means we owe you money, we will pay it to you. We will also pay you any interest you are entitled to.

You are protected under GST law if you have acted on any GST advice in this publication. If you have relied on GST advice in this publication and that advice later changes, you will not have to pay any extra GST for the period up to the date of the change. Similarly, you will not have to pay any penalty or interest.

If you feel this publication does not fully cover your circumstances, please seek help from the Tax Office or a professional adviser.

The information in this publication is current at June 2007.

We regularly revise our publications to take account of any changes to the law, so make sure that you have the latest information. If you are unsure, you can check for a more recent version on our website at www.ato.gov.au or contact us.



Australian Government
Australian Taxation Office

Self managed super funds – key messages for trustees

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The trustee declaration is not the same as your fund's trust deed. It is a separate document you must complete and sign to show you understand your duties and responsibilities under the super laws.

YOU'RE RESPONSIBLE FOR MANAGING THE FUND

Becoming a trustee of a SMSF is an important decision that carries certain duties and responsibilities. That is, you must manage the fund for the benefit of members into their retirement. You must also ensure the SMSF assets are held in trust and invested on behalf of the members.

You are responsible for ensuring your fund is properly managed and complies with all governing rules (including the trust deed and super laws). These rules apply to you in your capacity as a trustee of the fund. You will also need to make important decisions that may affect the retirement savings of the fund's members.

All trustees are equally responsible for managing the fund and making sure it complies with the law. This is the case even if one trustee is more actively involved in the day-to-day running of the fund than the others, or you use a professional to do certain tasks on your behalf (for example, an accountant, lawyer, investment advisor, super fund administrator or tax agent). All trustees are responsible and accountable for running the fund and making decisions.

If you use a professional to help you manage your fund, it's important you get good advice and choose one that's right for you and your circumstances. It's essential to make sure any financial, investment and legal advice you receive comes from a qualified professional. Good advice is important as your decisions will have an impact on the retirement income of the fund's members, including you.

You must manage the fund separate to your own affairs. This means you must keep the fund's assets, including money, separate from your personal and business assets and ensure they are used solely for fund purposes.

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YOU MUST UNDERSTAND YOUR DUTIES AND RESPONSIBILITIES

Your trustee duties and responsibilities include:

- making sure the purpose of the fund is to pay retirement benefits to members
- organising an investment strategy and making investment decisions
- accepting contributions and paying benefits (pension and lumps sums) in accordance with the rules
- ensuring an approved auditor is appointed for each income year, and
- undertaking administrative tasks such as lodging annual returns and record-keeping.

You must also ensure the fund's trust deed and investment strategy are regularly reviewed and updated in accordance with the law and the needs of the members.

! To avoid penalties, make sure you understand and comply with your duties and responsibilities under the super laws.

➤ MORE INFORMATION

For more information about your role and responsibilities as a trustee, refer to *Self managed superannuation funds - Role and responsibilities of trustees* (NAT 11032).

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PUBLISHED BY

Australian Taxation Office
Canberra
June 2007
JS 8390

Self Managed Super Fund Trustee Declaration

I understand that as an individual trustee or director of the corporate trustee of

Fund name

NEWSON FAMILY SUPERANNUATION FUND

I am responsible for ensuring that the fund complies with the *Superannuation Industry (Supervision) Act 1993 (SISA)* and other relevant legislation. The Commissioner of Taxation (the Commissioner) has the authority and responsibility for administering the legislation and enforcing the fund's compliance with the law.

If I do not comply with the legislation, the Commissioner may take the following actions:

- impose administrative penalties on me
- enter into agreements with me to rectify any contraventions of the legislation
- disqualify me from being a trustee or director of a corporate trustee of any superannuation fund in the future
- remove the fund's complying status resulting in a significant tax penalty on the fund, and
- prosecute me under the law, resulting in fines or imprisonment.

I must keep myself informed of changes to the legislation relevant to the operation of my fund and ensure the trust deed is kept up to date in accordance with the law and the needs of the members.

SOLE PURPOSE

I understand it is my responsibility to ensure the fund is maintained for the purpose of providing benefits to its members upon their retirement (or attainment of a certain age) or their beneficiaries if a member dies.

TRUSTEE DUTIES

I understand that by law I must:

- act honestly in all matters concerning the fund
- exercise skill, care and diligence in managing the fund
- act in the best interests of all the members of the fund
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 - the financial situation of the fund
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- acquiring assets (other than listed securities, business real property or managed funds) for the fund from members or associates or other related parties of the fund
- borrowing money (or maintaining an existing borrowing) on behalf of the fund
- having more than 5% of the fund's total assets at any time of the year as loans to, or investments in, related parties of the fund (including trusts) and assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party (these assets are in-house assets), and
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 - the postal address, registered address, or address for service of notices for the fund
- notify the Tax Office in writing as soon as practicable (not later than 28 days) after becoming aware that the fund has ceased to be a self managed superannuation fund or ceased to exist
- ensure that an approved auditor is appointed to audit the fund for each income year and provide that auditor with documents as requested, and
- lodge the fund's annual return by the due date.

DECLARATION

By signing this declaration I acknowledge that I understand my duties and responsibilities as a trustee or director of the corporate trustee of the self managed superannuation fund named on this declaration (or if the fund's name changes, that name). I understand that:

- I must ensure this document is retained for at least 10 years or while I remain a trustee or director of the corporate trustee (whichever is longer) and if I fail to do this, penalties may apply, and
- I may have to make this document available for inspection by a member of staff of the Tax Office and if I fail to do this, penalties may apply.

Director's Name

Marc John Newson

Director's Signature



Date

06 / 07 / 2010

Witness' name (witness must be over the age of 18 years)

CHRISTINE KWOIC

Witness' signature



Date

06 / 07 / 2010