

**APPLICATION FOR MEMBERSHIP  
CONFIDENTIAL**

**TO:** The Trustee  
of ZUBE SUPERANNUATION FUND

*Re: Membership*

I, the undersigned person, being eligible hereby apply for admission to membership of the Fund.

I agree and undertake as follows:

1. I will be bound by the Trust Deed governing the Fund as it is or may be varied from time to time.
2. I will upon request make a full disclosure in writing of any information required by the Trustee in respect of my membership of the Fund including my medical condition.
3. I understand the terms and conditions of the Trust Deed and more particularly the terms and conditions of the Deed concerning benefits payable.
4. I agree to the Trustee acting as Trustee of the Fund.

DATED the 22nd day of December 1995.

Name: ROBERT GEORGE ZUBESHAW

  
.....  
Signature

Ortlock  
Address: 24 Majestic ~~Avenue~~, Norman Park, Brisbane.

Membership: "A"  
Date of Birth: 10/06/60  
Occupation: Medical Practitioner

NOMINATED DEPENDANT(S)

I nominate the undermentioned persons as my nominated dependants:

NAME(S)	RELATIONSHIP	% OF TOTAL BENEFIT
JOANNE MARGARET BAXTER	SPOUSE	100%

**NOTICE TO NEW MEMBER**  
**ZUBE SUPERANNUATION FUND**

Pursuant to the requirements of Division 2.3 of the Superannuation Industry (Supervision) Regulations

Dear New Member,

**RE: Membership of the Above Superannuation Fund**

**1. Trust Deed**

You have applied to become a Member of the above Superannuation Fund which is governed by a Trust Deed, the provisions of which are available for inspection at any time from the Trustee at the address referred to in point 11 below.

The Fund is established as a complying Superannuation Fund the income of which is taxed at a concessional rate pursuant to the provisions of Part IX of the Income Tax Assessment Act and within the meaning of Section 42 (1) of the Superannuation Industry (Supervision) Act 1993 ('SIS'). The Trust Deed for the Fund sets out all the terms and conditions upon which the Trustee administers the Fund, and in the event of any question of interpretation arising, the provisions of the Trust Deed will prevail.

The Fund will be operated as a regulated superannuation fund in accordance with the requirements of SIS and the SIS Regulations.

**2. Contributions**

Both you and your employer are entitled to make contributions to the Fund.

Advice on the maximum amount of deductible contributions applicable from time to time can be advised to you by the Trustee.

Contributions made to the Fund can be less than the maximum deductible contributions. When contributions are made, they will be credited to the relevant Contribution Account.

The Fund is conducted as an allocated accumulation fund which means that the total amount of your Contribution Accounts will ultimately form the basis of your benefit entitlement in the Fund.

**3. Membership Classification**

There are two classes of Membership of the Fund.

If you are a self-employed person or an employee joining the Fund independently of an employer, you will be admitted as an 'A' class member.

Where your employer is a Participating Employer, you will be admitted as a 'B' class member.

Your membership classification will only change if you make an application for change to the Trustees and the Trustees make a nomination to that effect. Any such change in membership class will not reduce any vested benefits which are accrued at the time of the change. You will remain a Member of your original class unless the Trustees nominate otherwise and you consent in writing to the Trustees' nomination.

#### 4. **Payment of Benefits**

Your benefit entitlement in the Fund will be represented by the total amount held in your Contribution Accounts as at one of the Events referred to below.

Your Accumulation Credit at any such date will be made up of all contributions and rollover payments credited to your Contribution Accounts together with income on those amounts, less your share of all expenses and taxation referable to your entitlement in the Fund.

Benefits are payable as follows:-

(a) **Retirement at Normal Retirement Age  
(normally age 65)**

A member is entitled to a pension benefit on retirement from Gainful Employment if self employed, or on retirement from employment if an employee, which will be provided in the form of a pension for life as required by legislation unless the Member elects to have benefits paid as a lump sum. The pension would normally be provided by the Trustees purchasing an annuity in the name of the Member with an amount equal to the Member's Accumulation Credit.

A Member may however elect to commute part or all of the pension benefit to a lump sum prior to payment commencing. The lump sum benefit on commutation of the whole pension would be an amount equal to the Member's Accumulation Credit at the date of payment.

(b) **Total and Permanent Disablement**

The Benefits payable in respect of Total and Permanent Disablement are the same as those payable under paragraph (a) above. The benefit will include the amount, (if any) received by the Trustees from any policy of assurance effected in relation to a Member which is received as a result of the Total and Permanent Disablement of the Member.

(c) **Temporary Total Disablement**

If the Trustees have taken out a policy of insurance and you qualify as being

disabled within the meaning of that policy then you will be entitled to the amount payable under that policy as an income benefit.

**(d) Early Retirement from Employment**

The benefits payable on retirement from employment in circumstances other than as a result of retirement at normal retirement age, death or total and permanent disablement as outlined above are as follows (subject to the preservation requirements referred to in paragraph 6 below):-

- (i) An 'A' Class Member is entitled to a lump sum payment of the total of the Member's Accumulated Credit.
- (ii) A 'B' Class Member is entitled to a lump sum payment of the total of the Member's Accumulated Credit.

**(e) Death**

In the event of the death of the Member the Trustees shall pay to the Dependants of the Member the full amount standing to the credit of the Member's Contribution Accounts as a lump sum and/or pension.

This will include any amount received by the Trustees under an insurance policy (if any) as a result of the death of the Member.

**5. Commutation to a Lifetime Pension**

Any Member of the Fund who is entitled to a lump sum Benefit may apply to the Trustee to receive their benefit by way of a pension or an allocated pension instead of a lump sum benefit.

Certain rules apply to the payment of an allocated pension, including limiting the minimum and maximum pension payment which may be made on an annual basis. Such alternatives should be discussed with the Trustee prior to a Member exercising this election.

**6. Preserved Benefits**

The Government requires preservation of certain benefits until a Member retires from the workforce on or after the age of 55 years or in such earlier circumstances as are acceptable to the ISC.

Any preserved benefit which is not able to be paid to the Member can be rolled over until retirement from the workforce on or after age 55 years.

7. **Tax on Payments**

Where a Member of the Fund becomes eligible to receive a benefit, the Trustees are required to deduct tax from some components of the payments made to the Member.

8. **General Fund Information**

(a) **Investments**

The Trustees will establish an investment strategy in relation to the investment of the Funds assets.

(b) **Loans**

No part of the Fund assets are available for or to provide financial assistance to Members. Nor is it possible for any entitlement from the Fund to be used as security for a borrowing from another source.

(c) **Medical Evidence**

Medical evidence may be required from you as part of the assessment for any disablement claim.

(d) **Deed Variation**

The Trust Deed contains a provision for the Trustees to effect a variation to the Trust Deed.

No variation which is undertaken can reduce the accrued benefits of the Member without the consent of that member except in circumstances where the reduction is required to enable the Fund to continue to comply with the ISC requirements, or any Member affected consents to the reduction or the ISC consents to the reduction.

(e) **Forfeiture**

The Trust Deed provides that in certain circumstances such as financial incapacity or misconduct, your rights to an entitlement under the Fund may be forfeited or reduced.

The Trustees may in some circumstances choose to pay a benefit to your dependants. The Bankruptcy Act affords protection of certain benefits.

(f) **Fund Expenses, Fees and Other Charges**

Administration expenses and other costs of the operation of the Fund are debited to Member's Contribution Accounts in accordance with sub-clauses 9.8A and 9.8B of the Fund Trust Deed.

The following expenses, fees and charges will be deducted from each Member's Contribution Account:

- (i) the costs of any policy of insurance or annuity effected by the Trustee;
- (ii) any taxation payable on contributions, investment earnings or other Fund income or benefits payments;
- (iii) other costs, charges and expenses incurred by the Trustees in the administration of the Fund such as the costs of preparing and lodging ISC and Taxation Returns;
- (iv) the Member's share of any investment loss incurred by the Fund;
- (v) any amounts required to be paid to indemnify the Trustees for the costs incurred in the administration of the Fund, such as out of pocket expenses.

Expenses, fees and other charges are debited on an annual basis equitably amongst Members in such proportions as reflect their entitlements in the Fund, having regard to any special circumstances that affect one Member more than others, such as specific investments or investment portfolios.

Tax payable is deducted at the time of receipt of contributions and payment of benefits. Tax on investment income is deducted each year, and an allowance for tax is made on an annual basis when updating the Member's Contribution Accounts.

**(g) Annual Report to Members**

The Trustees issue an annual report to Members advising Members of their current entitlement in the Fund and on the investments and financial direction of the Fund. A copy of the latest annual report (if any) and all notices in relation to it are enclosed.

**9. Inquiries, Complaints and Disputes  
(not relevant if excluded fund)**

The Trustees have made internal arrangements for dealing with inquiries, complaints or disputes from Members and Beneficiaries under the Fund in relation to the operation or management of the Fund.

A register of enquires, complaints and disputes relating to decisions, acts or omissions of the Trustees and which specifically affect a member or former member or beneficiaries will be maintained for this purpose. Other inquiries or complaints which raise matters of general policy or practices of the Trustees will not be recorded on the

register, but will be considered in the usual manner by the Trustees.

All inquiries, complaints or disputes will be dealt with within 90 days of receipt. Inquiries, complaints and disputes should be made in writing to the Trustee.

10. **Superannuation Complaints Tribunal (not relevant if excluded fund)**

A Superannuation Complaints Tribunal has been established to conciliate, and in appropriate cases, to review certain complaints and disputes which are not resolved by the Fund's internal enquires, complaints and disputes arrangements to the satisfaction of the Member.

11. **Contact Details**

Inquiries regarding your benefit entitlements in the Fund should be directed to the Trustee at the following address:

Name of Fund: ZUBE SUPERANNUATION FUND  
Address: C/-Pannell Kerr Forster  
88 L'Estrange Terrace  
KELVIN GROVE QLD 4059  
Contact Person: Mr Brian Sully  
Telephone: 3356 9033  
Facsimile: 3356 9847

12. **Availability of Further Information**

Other fund information is available upon request. Please refer to paragraph 11 above for relevant contact details.

DATED the

*22nd*

day of

*December*

1995

*M. Baxter*

Signed for and on behalf of the Trustee