

Consent to Act as Trustee

I, Duncan, Rees

hereby consent to act as Trustee of the superannuation fund known as the

RA & TN Duncan Superannuation Fund

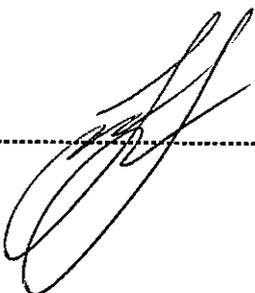
and declare:

1. I am not disqualified from acting as a trustee or as a responsible officer of a trustee company under the Superannuation Industry (Supervision) Act.
2. I have never been found guilty of or convicted of an offence against or arising out of a law of the Commonwealth, a State, a Territory or a foreign country, being an offence in respect of dishonest conduct.
3. A civil penalty order has never been made in relation to me.
4. I am not an insolvent under administration.
5. The Regulator has not disqualified me under section 120A of the Superannuation Industry (Supervision) Act.
6. I have not, in the preceding 3 years from the date of this declaration, entered into a deed of assignment or arrangement or a composition with creditors under Part X of the Bankruptcy Act.

Dated:

8.12.09

Signed:



.....

**Notice of agreement of Members
to the nomination of Trustee**

We the undersigned being all of the Members of the following superannuation fund:

RA & TN Duncan Superannuation Fund

hereby agree to the nomination of:

Duncan, Rees
Duncan, Trisha

as Trustee of the Fund and we further agree to the Board of Directors as constituted at the date of this agreement if the Trustee is a Corporation.

Signed by the said Members:

A handwritten signature in black ink, appearing to be a stylized name, possibly 'Rees' or 'Duncan', written over a horizontal line.

Dated:

8-12-09

Notice of Approval

To: Duncan Financial Services
A.C.N. 003 873 210

Re: RA & TN Duncan Superannuation Fund

Notice is hereby given that the Trustees of the above fund have approved of the membership applications of the following persons:

Duncan, Rees
Duncan, Trisha

Signed for and on behalf of the Trustees:

A handwritten signature in black ink, appearing to be a stylized name, possibly 'Rees' or 'Trisha', written over a horizontal line.

Dated: .

8.12.09

Consent to Act as Trustee

I, Duncan, Trisha

hereby consent to act as Trustee of the superannuation fund known as the

RA & TN Duncan Superannuation Fund

and declare:

1. I am not disqualified from acting as a trustee or as a responsible officer of a trustee company under the Superannuation Industry (Supervision) Act.
2. I have never been found guilty of or convicted of an offence against or arising out of a law of the Commonwealth, a State, a Territory or a foreign country, being an offence in respect of dishonest conduct.
3. A civil penalty order has never been made in relation to me.
4. I am not an insolvent under administration.
5. The Regulator has not disqualified me under section 120A of the Superannuation Industry (Supervision) Act.
6. I have not, in the preceding 3 years from the date of this declaration, entered into a deed of assignment or arrangement or a composition with creditors under Part X of the Bankruptcy Act.

Dated:

8.12.09

Signed:



.....

Executed as a deed on the date appearing on page 1.

Executed for and on behalf of

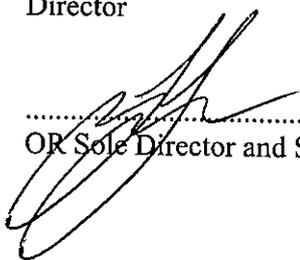
Duncan Financial Services
A.C.N. 003 873 210

in its capacity as Principal Employer
by authority of the director(s) in the presence of:

.....
Director

.....
Secretary

.....
OR Sole Director and Secretary

A handwritten signature in black ink, consisting of several overlapping loops and strokes, is written over the dotted line for the 'OR Sole Director and Secretary' position.

Minutes of Meeting of Directors
or
Record of Decision of Sole Director

Duncan Financial Services
A.C.N. 003 873 210

Chairperson or Sole Director: Duncan, Rees

Present: Duncan, Rees

Fund: It was resolved that the Company establish a Superannuation Fund to provide certain benefits for officers and employees of the Company.

Trustee: It was resolved that the first Trustees of the fund would be:

Duncan, Rees
Duncan, Trisha

It was further noted that each employer of each member to be invited to join the fund would be required to nominate and agree to the appointment of the Trustee and would be given a Product Disclosure Statement.

Name: It was resolved that the fund's name would be
RA & TN Duncan Superannuation Fund

Trust Deed: It was resolved that the Trust Deed tabled at the meeting be executed by the Company.

Members of Fund: It was resolved that the following persons be invited to become members of the fund:

Duncan, Rees

Duncan, Trisha

Contributions: It was noted that under the terms of the deed that the Company would contribute to the fund pursuant to an arrangement with the Trustees. It was further noted that arrangements had been made with the Trustees and pursuant to those arrangements the Company would contribute to the fund from time to time in respect of its employees and subject to the provisions of the deed constituting the fund and acceptance of the contributions by the Trustees.

Confirmation: Signed by the Chairperson or Sole Director as and for a true and accurate record.

Chairperson or Sole Director



Date

8.12.09

**Minutes of Meeting
of Trustees of:**

RA & TN Duncan Superannuation Fund

Held At: 2 Seavac St Emmerald Beach NSW 2456.

On:

Present: Duncan, Rees
Duncan, Trisha

Chairperson: Duncan, Rees

Resolved: It was resolved that the Trustees accept the terms of the Member's Nomination under clause 24.6A of the Governing Rules of the Fund.

Confirmation: Signed by the Chairperson as and for a true and accurate record.

Chairperson



Date 8.12.09

**Minutes of Meeting
of Trustees of:**

RA & TN Duncan Superannuation Fund

- Held At:** 2 SIGNAC St Emerald Beach NSW 2456
- On:**
- Present:** Duncan, Rees
Duncan, Trisha
- Chairperson:** Duncan, Rees
- Deed:** The Trustees confirmed that a Deed constituting the RA & TN Duncan Superannuation Fund had been executed.
- Members of Fund:** It was resolved that membership applications by the following persons be approved and that notice of such approval be given to the Employer.
Duncan, Rees
Duncan, Trisha
- It was noted that the Trustees had previously provided Product Disclosure Statements and all other information to Members as required.
- Contributions:** It was noted that the Trustees had made an arrangement with the contributing employer and pursuant to that arrangement the Trustees would accept from time to time contributions by the employer to the Fund, subject to the terms of the deed constituting the Fund.
- Notice of Election:** It was resolved that the notice to the Regulator of the fund tabled at the meeting electing that the fund become a regulated superannuation fund be executed by the Trustees and forwarded immediately to the appropriate Regulator of the Fund.
- Bank Account:** It was resolved that a bank account would be opened and that any one of the Trustees be authorised to operate the account.
- Investment Strategy:** It was resolved that the Trustees formulate and give effect to an investment strategy in accordance with the provisions of the Superannuation Industry Supervision Act 1993 as required by SIS.
- Confirmation:** Signed by the Chairperson as and for a true and accurate record.

Chairperson



Date

8.2.09



Self-managed super fund trustee declaration

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

Fund name

RA & TN DUNCAN SUPERANNUATION FUND

I am responsible for ensuring that the fund is operated in accordance 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 trustees' compliance with the law.

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.

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

- impose administrative penalties on me
- give me a written direction to rectify any contraventions or undertake a course of education
- 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, which may result in significant adverse tax consequences for the fund
- prosecute me under the law, which may result in fines or imprisonment.

Sole purpose

I understand it is my responsibility to ensure the fund is maintained for the purpose of providing benefits to the members upon their retirement (or attainment of a certain age) or their beneficiaries if a member dies. I understand that I should regularly evaluate whether the fund continues to be the appropriate vehicle to meet this purpose.

Trustee duties

I understand that by law I must at all times:

- 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
- keep records of decisions made about the running of the fund, including the appointment of professional advisers and the retirement of members and payment of benefits
- 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)
- refrain from entering 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
- 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
 - the members' benefit entitlements.

I also understand that by law I must prepare, implement and regularly review an investment strategy having regard to all the circumstances of the fund, which include, but are 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
- the liquidity of the fund's investments having regard to the fund's expected cash flow requirements in discharging its existing and prospective liabilities (including benefit payments)
- whether the trustees of the fund should hold insurance cover for one or more members of the fund.

Accepting contributions and paying benefits

I understand that I can only accept contributions and pay benefits (income streams or lump sums) to members or their beneficiaries when the conditions specified in the law and the fund trust deed have been met.

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:

- giving financial assistance using the resources of the fund 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 business real property, listed securities, certain in-house assets and acquisitions made under mergers, allowed by special determinations or acquisitions from the trustee or investment manager of another regulated super fund as a result of a breakdown of a relationship) for the fund from members or other related parties of the fund

- borrowing money (or maintaining an existing borrowing) on behalf of the fund except in certain limited circumstances (while limited recourse borrowing arrangements are permitted, they can be complex and particular conditions must be met to ensure that legal requirements are not breached)
- acquiring an in-house asset if the fund's in-house assets exceed 5% of the market value of the fund's total assets, or the in-house assets will exceed 5% of the market value of the fund's total assets by acquiring the asset (in-house assets are loans to, or investments in, related parties of the fund – including trusts – or assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party)
- entering into investments that are not made or maintained on an arm's length (commercial) basis (this ensures the purchase or sale price of the fund's assets and any earnings from those assets reflects their market value).

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, the retirement of members and payment of benefits)
 - 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
 - all trustee declarations
 - copies of all reports given to members
 - documented decisions about storage of collectables and personal use assets
- ensure that the following are prepared and retained for at least five years
 - an annual statement of the financial position of the fund
 - an annual operating statement
 - copies of all annual returns lodged
 - accounts and statements that accurately record and explain the transactions and financial position of the fund including asset market valuation
 - copies of Transfer balance account reports lodged
 - copies of any other statements you are required to lodge with us or provide to other super funds
- appoint an approved SMSF auditor each year, no later than 45 days before the due date for lodgment of the fund's annual return and provide documents to the auditor as requested
- lodge the fund's annual return, completed in its entirety, by the due date
- review the independent audit report received from the approved SMSF auditor and take action as required
- notify the ATO within 28 days of any changes to the
 - membership of the fund, or trustees or directors of the corporate trustee
 - name of the fund
 - contact person and their contact details
 - postal address, registered address or address for service of notices for the fund
- notify the ATO in writing within 21 days if the fund becomes an Australian Prudential Regulation Authority (APRA) regulated fund.

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.
- Administrative penalties can be imposed on me for not complying with the legislation
- I may have to make this document available for inspection by a member of staff of the ATO and, if I fail to do this, penalties may apply.
- I do not have access to the government's financial assistance program that is available to trustees of APRA regulated funds in the case of financial loss due to fraudulent conduct or theft.

Trustee's or director's name

Rees Duncan

Trustee's or director's signature

[Handwritten Signature]

Date

Day: 08 / Month: 12 / Year: 2009

Witness' name (witness must be 18 years old or over)

[Blank]

Witness' signature

[Blank]

Date

Day: 08 / Month: 12 / Year: 2009

Application for Membership

Name of Fund: RA & TN Duncan Superannuation Fund

Member's Name: Duncan, Rees

(Minor's Name if on behalf of minor)

Address:

2 Signal Street

Emerald Beach NSW 2456

Date of Birth: 01/08/1972

Occupation:

Telephone:

Fax:

Tax File Number:

Contributing Employer(s):

Duncan Financial Services

A.C.N. 003 873 210

182 Pacific Highway

Coffs harbour NSW 2450

I hereby apply to become a Member of the abovementioned Fund.

* I apply as the parent or guardian of and on behalf of the minor referred to above.

(Delete if inapplicable)

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

This application is accompanied by a Product Disclosure Statement.

I nominate and agree to the Trustee named in the Deed acting as Trustee.

I have received from the Trustee a notice containing information needed for the purpose of understanding the main features of the Fund, its management and financial condition and investment performance. (The Trustee must attach these if the Member is joining at a time other than when the fund is established).

Signed:



Dated:

8.12.09

Binding Death Benefit Nomination

Name of Fund: RA3 TN DUNCAN SUPERANNUATION FUND

Member's Name:
(Minor's Name if on behalf of minor) ROSE AN DUNCAN

Address: 2 SIGNAL ST EMERALD BEACH NSW 2456

Date of Birth: 1-8-72

Occupation: FINANCE

Telephone: 0409367923 **Fax:**

1. The Nomination must be signed and dated by you in the presence of two witnesses aged 18 years or over. Both witnesses must also provide their date of birth, sign and date the Nomination. It is important to note that the witnesses cannot be persons nominated as beneficiaries.
2. If any of this information is not provided, then your Nomination may be invalid. The Trustee will contact you for clarification if this is the case.
3. It is not compulsory to complete this Nomination. Details of who a death benefit will be paid to in the situation where there is no valid Nomination can be found in Trustee Information Memorandum to Members – Binding Death Benefit Nomination.

Name	Relationship	DOB	Gender	Proportion of Death Benefit
TRISHA NICOLE DUNCAN	<input checked="" type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Interdependency relationship <input type="checkbox"/> Other dependant <input type="checkbox"/> Legal Personal representative (your estate)	21-9-72	F	100%

Name	Relationship	DOB	Gender	Proportion of Death Benefit
	<input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Interdependency relationship <input type="checkbox"/> Other dependant <input type="checkbox"/> Legal Personal representative (your estate)			

Name	Relationship	DOB	Gender	Proportion of Death Benefit
	<input type="checkbox"/> Spouse			
	<input type="checkbox"/> Child			
	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			
	<input type="checkbox"/> Legal Personal representative (your estate)			

Name	Relationship	DOB	Gender	Proportion of Death Benefit
	<input type="checkbox"/> Spouse			
	<input type="checkbox"/> Child			
	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			
	<input type="checkbox"/> Legal Personal representative (your estate)			

Name	Relationship	DOB	Gender	Proportion of Death Benefit
	<input type="checkbox"/> Spouse			
	<input type="checkbox"/> Child			
	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			
	<input type="checkbox"/> Legal Personal representative (your estate)			

Member Declaration

I, the Member named above, direct the Trustee(s) of the Fund to pay my death benefit to the above person(s) in the proportions shown.

I understand that:

- I can amend or revoke this Nomination at any time by providing a new Nomination to the Trustee(s) of the Fund, signed and dated by myself in the presence of two witnesses who are aged 18 years or over;
- Unless amended or revoked earlier, this Nomination is binding on the Trustee for a period of 3 years from the date it is first signed or last confirmed;
- This Nomination revokes and amends any previous notice supplied to the Trustee of the Fund in regard to my nominated beneficiaries;
- If this Nomination is not correctly completed, it may be invalid;
- If I have nominated persons who are not dependants or my Legal Personal Representative (that is, the executor of my will or the administrator granted letters of administration of my estate if I do not leave a

will), the direction contained in the Nomination will be void and of no effect and the Trustee will have a discretion as to whom the benefit is payable and in what proportion.

I acknowledge that I have been provided with information by the Trustee of the Fund that enables me to understand my rights to direct the Trustee to pay my Death Benefit in accordance with this Nomination.

Signature of Member:



Date: 8.12.09.

Witness Declaration

We declare that:

- this Nomination was signed by the Member in our presence;
- we are aged 18 or more; and
- we are not named as beneficiaries.

Signature of Witness:

Print Name of Witness:

Witness Date of Birth:

Date: 8.12.09.

Signature of Witness:

Print Name of Witness:

Witness Date of Birth:

Date:

Application for Membership

Name of Fund: RA & TN Duncan Superannuation Fund

Member's Name: Duncan, Trisha

(Minor's Name if on behalf of minor)

Address:

2 Signal Street

Emerald Beach NSW 2456

Date of Birth: 21/09/1972

Occupation:

Telephone:

Fax:

Tax File Number:

Contributing Employer(s):

Duncan Financial Services

A.C.N. 003 873 210

182 Pacific Highway

Coffs harbour NSW 2450

I hereby apply to become a Member of the abovementioned Fund.

* I apply as the parent or guardian of and on behalf of the minor referred to above.

(Delete if inapplicable)

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

This application is accompanied by a Product Disclosure Statement.

I nominate and agree to the Trustee named in the Deed acting as Trustee.

I have received from the Trustee a notice containing information needed for the purpose of understanding the main features of the Fund, its management and financial condition and investment performance. (The Trustee must attach these if the Member is joining at a time other than when the fund is established).

Signed:



Dated: 8.12.09.

TRUSTEE INFORMATION MEMORANDUM TO MEMBERS

Binding Death Benefit Nomination

Binding Death Benefit Nomination in accordance with the SIS Act 1993

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

Under the Trust Deed, the Trustee has a discretion to decide whether, in the event of your death, to pay the death benefit, which is payable to your Legal Personal Representative (that is, to the executor of your will or the administrator granted letters of administration of your estate if you do not leave a will) and/or to dependants of yours, and in what proportions.

However, the Trust Deed also enables you to override the Trustee's discretion by you giving a binding direction to the Trustee. This is a direction to the Trustee to pay any death benefit payable either to your estate or to dependants specified by you (or both) and in the proportions that you specify.

You may elect for the Trustee to exercise the discretion given to it to decide who to pay your benefit to, in the event of your death (see "Trustee Information Memorandum to Members – Indicative Non-Binding Death Benefit Nomination") or you can give a binding direction to the Trustee by completing the direction in this Nomination or you can give a non-lapsing binding nomination under clause 24.6A of the Governing Rules of the Fund (see "Trustee Information Memorandum to Members – Non-Lapsing Binding Nomination").

Important Points about Binding Nominations

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

1. You can only direct the Trustee to pay the benefit either to your Legal Personal Representative (that is, to the executor of your will or the administrator granted letters of administration of your estate if you do not leave a will) or to the dependants that you specify on this Nomination (or both).
2. If you wish to give such a direction to the Trustee, you must specify the percentage of your total death benefit which is to be paid to each of the estate or your dependants, or both.
3. You can confirm, amend or revoke this Nomination at any time by giving written notice to the Trustee.
4. The direction that you give automatically ceases to have any effect 3 years after the date on which you sign and date this Nomination. If the direction ceases to have effect, the Trustee will have a discretion to decide who to pay the death benefit to.
5. If, on this Nomination, you direct the Trustee to pay any part of your death benefit to a person who is not a dependant (as described below), your direction will be void and of no effect and the Trustee will be required to decide to whom to pay your death benefit.
6. For the purposes of the Trust Deed, a dependant is:
 - a spouse of a Member
 - any children of a Member
 - any other person (whether related to the Member or not) with whom the Member has an interdependency relationship.

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

Two persons (whether or not related by family) have an "interdependency relationship" if:

- (a) they have a close personal relationship;
- (b) they live together;
- (c) one or each of them provides the other with financial support; and

Binding Death Benefit Nomination

Name of Fund: RA & TN JUAN SUPERANNUATION FUND

Member's Name: TRISHA NICOLE JUNCAN
(Minor's Name if on behalf of minor)

Address: 2 SIGNAL ST EMERALD BEACH NSW 2456

Date of Birth: 21-9-77

Occupation: HOME DUTIES

Telephone: 0409367923 Fax:

1. The Nomination must be signed and dated by you in the presence of two witnesses aged 18 years or over. Both witnesses must also provide their date of birth, sign and date the Nomination. It is important to note that the witnesses cannot be persons nominated as beneficiaries.
2. If any of this information is not provided, then your Nomination may be invalid. The Trustee will contact you for clarification if this is the case.
3. It is not compulsory to complete this Nomination. Details of who a death benefit will be paid to in the situation where there is no valid Nomination can be found in Trustee Information Memorandum to Members – Binding Death Benefit Nomination.

Nomination				
Name	Relationship	DOB	Gender	Proportion of Death Benefit
TRISHA NICOLE JUNCAN	<input checked="" type="checkbox"/> Spouse	1-8-77	M	100%
	<input type="checkbox"/> Child			
	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			
	<input type="checkbox"/> Legal Personal representative (your estate)			

Name	Relationship	DOB	Gender	Proportion of Death Benefit
	<input type="checkbox"/> Spouse			
	<input type="checkbox"/> Child			
	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			
	<input type="checkbox"/> Legal Personal representative (your estate)			

Name	Relationship	DOB	Gender	Proportion of Death Benefit
	<input type="checkbox"/> Spouse			
	<input type="checkbox"/> Child			
	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			
	<input type="checkbox"/> Legal Personal representative (your estate)			

Name	Relationship	DOB	Gender	Proportion of Death Benefit
	<input type="checkbox"/> Spouse			
	<input type="checkbox"/> Child			
	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			
	<input type="checkbox"/> Legal Personal representative (your estate)			

Name	Relationship	DOB	Gender	Proportion of Death Benefit
	<input type="checkbox"/> Spouse			
	<input type="checkbox"/> Child			
	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			
	<input type="checkbox"/> Legal Personal representative (your estate)			

Member Declaration

I, the Member named above, direct the Trustee(s) of the Fund to pay my death benefit to the above person(s) in the proportions shown.

I understand that:

- I can amend or revoke this Nomination at any time by providing a new Nomination to the Trustee(s) of the Fund, signed and dated by myself in the presence of two witnesses who are aged 18 years or over;
- Unless amended or revoked earlier, this Nomination is binding on the Trustee for a period of 3 years from the date it is first signed or last confirmed;
- This Nomination revokes and amends any previous notice supplied to the Trustee of the Fund in regard to my nominated beneficiaries;
- If this Nomination is not correctly completed, it may be invalid;
- If I have nominated persons who are not dependants or my Legal Personal Representative (that is, the executor of my will or the administrator granted letters of administration of my estate if I do not leave a

will), the direction contained in the Nomination will be void and of no effect and the Trustee will have a discretion as to whom the benefit is payable and in what proportion.

I acknowledge that I have been provided with information by the Trustee of the Fund that enables me to understand my rights to direct the Trustee to pay my Death Benefit in accordance with this Nomination.

Signature of Member: 

Date: 8.12.09

Witness Declaration

We declare that:

- this Nomination was signed by the Member in our presence;
- we are aged 18 or more; and
- we are not named as beneficiaries.

Signature of Witness:

Date:

Print Name of Witness:

Witness Date of Birth:

Signature of Witness:

Date:

Print Name of Witness:

Witness Date of Birth:

TRUSTEE INFORMATION MEMORANDUM TO MEMBERS

Indicative Non-Binding Death Benefit Nomination

Indicative Non-Binding Death Benefit Nomination

You may elect for the Trustee to exercise the discretion given to it to decide who to pay your benefit to, in the event of your death by completing the direction in this Nomination, or you can give a binding direction to the Trustee (see "Trustee Information Memorandum to Members – Binding Death Benefit Nomination") or you can give a non-lapsing binding nomination under clause 24.6A of the Governing Rules of the Fund (see "Trustee Information Memorandum to Members – Non-Lapsing Binding Nomination").

Important Points about Indicative Non-Binding Nominations

1. This Nomination Notice is not binding. The Trustees will take it into account in the event that a benefit is paid from the Fund on your death. However the Trustees have complete discretion as to which of your dependants and/or Legal Personal Representative (that is, to the executor of your will or the administrator granted letters of administration of your estate if you do not leave a will) may receive the benefit and in what proportion. If there are no dependants or Legal Personal Representative, the benefit may be payable to a person(s) or your estate as determined by the Trustees.

2. The beneficiaries named in this Notice must be dependants and/or your Legal Representative.

3. For the purposes of the Trust Deed, a dependant is:

- a spouse of the Member
- any children of the Member
- any other person (whether related to the Member or not) with whom the Member has an interdependency relationship.

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

Two persons (whether or not related by family) have an "interdependency relationship" if:

- (a) they have a close personal relationship;
- (b) they live together;
- (c) one or each of them provides the other with financial support; and
- (d) one or each of them provides the other with domestic support and personal care.

If two persons (whether or not related) have a close relationship, but do not satisfy these requirements because either or both of them suffer from a physical, intellectual or psychiatric disability, they are considered to have an interdependency relationship.

The following matters are to be taken into account when determining whether two people have an interdependency relationship, or had an interdependency relationship immediately before death:

- (a) all of the circumstances of the relationship between the persons, including (where relevant):
 - (i) the duration of the relationship
 - (ii) whether or not a sexual relationship exists
 - (iii) the ownership, use and acquisition of property
 - (iv) the degree of mutual commitment to a shared life
 - (v) the care and support of children