

**APPLICATION FOR MEMBERSHIP**

**OF**

**H M WAGNER SUPER FUND**

Full Name: Helen Marie Wagner

Address: 50 Recreational Reserve Road  
TOOWOOMBA QLD 4350

Date of Birth: 24/08/1966

Sex: Female

- I hereby apply to become a member of the abovementioned Fund.
- I have been advised of the benefits which I am entitled to receive from the Fund on retirement, death, disablement or termination of service with my Employer.
- In consideration of my admission to membership, I hereby agree to abide by and be bound by the provisions of the Trust Deed governing the Fund and I declare that I am not entitled to a deferred annuity and I am not a member of any other superannuation fund or approved deposit fund nor have I received benefits from any such fund, *other than the following:-*

*(Full details to be provided to Trustee)*

\*I hereby authorise my current Employer to deduct from my salary such amounts (if any) as are from time to time agreed upon by myself and my employer as contributions to be made by me to the abovementioned Fund.  
(\* Delete if not applicable)

My tax file number is 485788408 and I hereby authorise my Trustee(s) to use this tax file number for the purposes of administering the Fund and the payment of my benefits.

**NOMINATION OF BENEFICIARIES**

In the event of my death it is my wish that my benefits shall be paid to the following persons in the proportions stated below.

Name and Address	Relationship to Member	Proportion of benefit
<u>DONALD WILLIAM WAGNER</u> <u>50 RECREATION RESERVE ROAD</u> <u>HIGHFIELDS 4352</u>	<u>HUSBAND</u>	<u>100</u> %
.....	.....	..... %
.....	.....	..... %
.....	.....	..... %
.....	.....	..... %

Dated this 26<sup>th</sup> day of June 2003.

H. M. Wagner Signature of Applicant      [Signature] Witness 1      \_\_\_\_\_ Witness 2

**BINDING BENEFICIARY NOMINATION:**

The above nomination to be a binding beneficiary nomination binding the trustee to pay the benefits as prescribed above ..... YES / NO

- *Delete which is not applicable. If Yes Proceed to Execution Box A. The applicant and witnesses should also sign at the foot of each page.*
- *If No, Proceed to Execution Box B.*
- *If no election made, the default response shall be NO.*
- *Please read the following table carefully concerning the type of nomination.*

<b>Binding Beneficiary Nomination</b>	<b>Non-Binding Beneficiary Nomination</b>
<p>A valid properly executed binding beneficiary nomination is binding on the Trustee provided it is no more than three years since the date of signing of such nomination or such lesser period as prescribed in superannuation trust deed and rules. Please note that the trust deed and rules for the fund provide that a binding beneficiary nomination expires prior to three years in the event a Member divorces a beneficiary who was a nominated spouse under the binding beneficiary nomination form (ie. upon the decree nisi for such marriage being made).</p>	<p>The Trustee may take into account your wishes but is not be bound by your nomination.</p>
<p><b>Advantages:-</b></p> <ul style="list-style-type: none"> <li>• Certainty for estate planning purposes.</li> <li>• Nomination may be varied through the provision of a new form of binding beneficiary nomination to the Trustee(s) executed in accordance with the requirements of the Superannuation Industry (Supervision) Act legislation.</li> </ul>	<p><b>Advantages:-</b></p> <ul style="list-style-type: none"> <li>• Trustee(s) may exercise discretion at the relevant time for payment of the benefits which is tax effective. A person who was previously a dependant may no longer be a dependant and so the benefits may be taxed at the highest rates.</li> </ul>
<p><b>Disadvantages:-</b></p> <ul style="list-style-type: none"> <li>• Costly taxation consequences where a person who was a dependant at the time of the binding beneficiary nomination is no longer a dependant when the nomination takes effect.</li> </ul>	<p><b>Disadvantages:-</b></p> <ul style="list-style-type: none"> <li>• No certainty for payment of benefits in conformity with wishes of the Member because the Trustee(s) has/have a discretion for the application of the benefits.</li> </ul>

**A PERSON SHOULD OBTAIN PROFESSIONAL ADVICE CONCERNING THE NOMINATION OF BENEFICIARIES INCLUDING THE TYPE OF BENEFICIARY NOMINATION FORM TO BE PROVIDED.**

*H. M. Wayne*  
Signature of Applicant

*[Signature]*  
Witness 1

Witness 2

**EXECUTION BOX A - FOR BINDING BENEFICIARY NOMINATION**

I agree to the above terms and acknowledgments as detailed above. Furthermore I provide the authorities as detailed above.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2003.

Signed by the Applicant/ Member in the sight and presence of the )  
following two adult witnesses who are not nominated persons referred )  
to above. ) *Applicant/Member*

Witness 1: (Please Print Name) \_\_\_\_\_ Witness (Signature) \_\_\_\_\_

Address of Witness \_\_\_\_\_

Witness 2: (Please Print Name) \_\_\_\_\_ Witness (Signature) \_\_\_\_\_

Address of Witness \_\_\_\_\_

**EXECUTION BOX B - FOR NON - BINDING BENEFICIARY NOMINATION**

I agree to the above terms and acknowledgments as detailed above. Furthermore I provide the authorities as detailed above.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2003.

Signed by the Applicant/ Member in the presence of : )  
 )  
 ) *Applicant/Member*

Witness : (Please Print Name) \_\_\_\_\_ Witness (Signature) \_\_\_\_\_

Address of Witness \_\_\_\_\_

*Al. M. Wayne* \_\_\_\_\_ *[Signature]* \_\_\_\_\_  
Signature of Applicant                      Witness 1                      Witness 2

**NEW MEMBER BENEFIT ENTITLEMENT STATEMENT**

for

**H M WAGNER SUPER FUND**

Name of Member: Helen Marie Wagner  
Address of Member: 50 Recreational Reserve Road  
TOOWOOMBA QLD 4350

The superannuation fund of which you are a member enables benefits to be paid in numerous ways which will be outlined hereafter. The amount of benefit entitlements will of course be dependent upon:-

1. contributions made by yourself,
2. contributions made on your behalf (eg. spouse contributions),
3. contributions made by employers,
4. benefits which you may have transferred into the fund,
5. benefits transferred out of the fund,
6. earnings and losses associated with the fund or your member choice investments maintained by the Trustee for you;
7. transfers and postings to and from reserve accounts maintained by the Trustee
8. insurance proceeds received for policies effected by the Trustee, if any, for you in the event of death or total and permanent incapacity.

Your superannuation fund may be an accumulation styled fund or a defined benefits fund. An accumulation fund is a fund where your superannuation benefits will comprise of the above amounts and the net amount standing in your members account is what you are entitled to under the Fund. In the case of an accumulation fund you may be paid benefits in the form of or a combination of an allocated pension, lump-sum in the case of a corporate trustee, lump-sum after commutation in the case of a non-corporate trustee or trustees, or alternatively in the form of an annuity purchased with your benefits.

The Fund also provides for the provision of defined benefits. A defined benefits fund is a fund in which contributions are made by members and/or employers at agreed amounts with the trustee based on the advice of an actuary so as to try and achieve a pre-determined pension benefit scheme. The contributions are applied to a Pension Reserve Account. A complying pension benefit would be paid from the Pension Reserve Account. Complying pensions offer certain advantages including the availability of a higher reasonable benefits limit (RBL) which is twice that of a lump sum RBL. Payments in excess of a member's RBL have a higher rate of tax applied.

Below is a brief summary of the main forms of benefits provided under the fund:-

**LUMP SUM BENEFITS & ALLOCATED PENSION BENEFITS**

**These benefits are payable upon attainment of the preservation age and retirement, death of a member or total and permanent disability of a member. Upon retirement your total net benefits will be determined by items 1-7 in the table above. In the case of death or permanent and total disability the amount of benefits may also include the amounts referred to in item 8 of the table above.**

**ANNUITIES**

**These benefits are payable upon retirement, death of a member or total and permanent disability of a member. Upon your retirement and entitlement to the benefits the total benefits will be determined by items 1-7 of the table above. In the case of death or permanent and total disability the amount of benefits may also include the amounts referred to in item 8 of the table above.**

**COMPLYING PENSIONS**

**These benefits are payable upon retirement, death of a member or total and permanent disability of a member. The amount of benefits to be paid in the form of a complying pension is the amount set aside by the trustee from contributions and monies held by the trustee upon advice from an actuary to meet pension obligation of the Funds. The pension may include a life pension (ie. paid for your life) or life expectancy pension (ie. paid on your life expectancy set**

out in prescribed life expectancy tables). Upon the death of a member in receipt of a complying pension the pension may be paid to a reversionary beneficiary.

A member is entitled to his or her benefits after achieving a minimum prescribed age and having retired from the workforce or alternatively after attaining an age where the trustees do not have to satisfy themselves that you have retired (ie. unconditional preservation age of 60 years).

The minimum prescribed age for payment of benefits after retirement is as follows:-

- a. for a person born before 1 July 1960 - 55 years; or
- b. for a person born during the year before 1 July 1960 to 30 June 1961 - 56 years;
- c. for a person born during the year before 1 July 1961 to 30 June 1962 - 57 years;
- d. for a person born during the year before 1 July 1962 to 30 June 1963 - 58 years;
- e. for a person born during the year before 1 July 1963 to 30 June 1964 - 59 years; or
- f. for a person born after 30 June 1964- 60 years.

A death benefit is payable upon the death of a member to dependants (eg. spouse and/or children) or if there are no spouse or dependants to the legal personal representative of the deceased member. In the case of a complying pension a death benefit is payable to a reversionary beneficiary if there is a reversionary beneficiary.

A death benefit is binding upon the trustee if the member has provided to the trustee and the trustee has accepted a binding beneficiary nomination which has been properly executed in the sight and presence of two adult witnesses who themselves are not nominated beneficiaries and such nomination form has not expired. A binding beneficiary nomination form expires upon the earlier of:-

- a. three years from the date it was signed; or
- b. under the terms of the Trust Deed, upon a decree nisi being made dissolving the marriage of the member where the former spouse was a nominated beneficiary under such binding beneficiary nomination.

Where no binding beneficiary nomination form was provided to the trustee, the trustee has a total discretion as to the payment of the benefits to the member's dependants or the legal personal representative of the deceased member. Where there are no dependants, the trustee may pay the benefits to the legal personal representative of the late member or the relatives of the member as determined by the trustee.

Please refer to the following table for an outline on binding beneficiary nominations and non-binding beneficiary nominations.

Binding Beneficiary Nomination	Non-Binding Beneficiary Nomination
<p>A valid properly executed binding beneficiary nomination is binding on the Trustee provided it is no more than three years since the date of signing of such nomination or such lesser period as prescribed in superannuation trust deed and rules. Please note that the trust deed and rules for the fund provide that a binding beneficiary nomination expires prior to three years in the event a Member divorces a beneficiary who was a nominated spouse under the binding beneficiary nomination form (ie. upon the decree nisi for such marriage being made).</p>	<p>The Trustee may take into account your wishes but is not be bound by your nomination.</p>
<p><b>Advantages:-</b></p> <ul style="list-style-type: none"> <li>• Certainty for estate planning purposes.</li> <li>• Nomination may be varied through the provision of a new form of binding beneficiary nomination to the Trustee(s) executed in accordance with the requirements of the Superannuation Industry (Supervision) Act legislation.</li> </ul>	<p><b>Advantages:-</b></p> <ul style="list-style-type: none"> <li>• Trustee(s) may exercise discretion at the relevant time for payment of the benefits which is tax effective. A person who was previously a dependant may no longer be a dependant and so the benefits may be taxed at the highest rates.</li> </ul>

**Disadvantages:-**

- Costly taxation consequences where a person who was a dependant at the time of the binding beneficiary nomination is no longer a dependant when the nomination takes effect.

**Disadvantages:-**

- No certainty for payment of benefits in conformity with wishes of the Member because the Trustee(s) has/have a discretion for the application of the benefits.

**A PERSON SHOULD OBTAIN PROFESSIONAL ADVICE CONCERNING THE NOMINATION OF BENEFICIARIES INCLUDING THE TYPE OF BENEFICIARY NOMINATION FORM TO BE PROVIDED.**

Members are also entitled to receive benefits which are not contingent upon retirement or attaining preservation ages in the following circumstances:-

- a. severe financial hardship;
- b. compassionate grounds
- c. total and permanent disability;
- d. occurrence of nil cashing restrictions.

In the event of a member becoming in the opinion of the trustee, permanently and totally disabled, then a member's benefits or a proportion thereof shall, subject to the provisions of the Trust Deed, be paid to the member or, if the member is unable to manage his/her own affairs, to such of the member's dependents and in such proportions as the trustee, in its absolute discretion, determines. A member's benefits may also include proceeds from a temporary disablement policy should such a form of cover be effected by the trustee.

"Permanently and Totally Disabled" subject to the provisions of the Superannuation Industry (Supervision) Act 1993 and regulations (SIS Legislation) is defined under the deed as follows -:

- a. such disablement as, in the opinion of the trustee, has rendered the member permanently incapable of engaging in full-time work for which he is reasonably fitted by education, training or experience; or
- b. where the benefit payable on permanent and total disablement is insured, the definition of permanent disablement contained in the policy document evidencing the contract of insurance; or
- c. where there is no insurance policy, the physical or mental ill-health of the member as certified by two registered medical practitioners who certify that, in the opinion of those practitioners, the member is unlikely ever to be able to work again in a job for which the member is reasonably qualified by education training or experience; or
- d. any other circumstances which are acceptable to the trustee and which are permitted under the SIS Legislation.

Members can lose entitlement to non-vested portions of benefits if they assign, secure or charge their interest in the Fund or if they become bankrupt. Where a member becomes a bankrupt, the trustee in Bankruptcy cannot claim from a member vested benefits within the prescribed "RBL" limit as defined in the Income Tax Assessment Act.

The trustee is responsible for the management and administration of the Fund. The trustee is empowered under the trust deed to invest monies in the fund in a wide range of investments. The trustee may also take out insurance on various risks associated with the fund including property insurance for investment risks, life insurance for members and disability insurance for members.

Members may make specific investment requests in a form approved by the trustee. By using such a form of request the member can request the trustee to invest in investments as selected by the members. The trustee has a full discretion whether to implement your request. If your member choice investments are implemented by the trustee the profits or losses arising from your member-choice investment will be credited or debited to your member account.

The trustee has wide discretions under the Trust Deed for managing the keeping accounts for the Fund. The trustee is responsible for record keeping and the keeping of accounting records for the administration of the fund. The trustee also has the administrative tasks of paying benefits in accordance with the Trust Deed and Rules.

Members will be notified of their financial position in the Fund after the end of each financial year on request. In addition, members will be provided with information relating to changes to the Deed and of such other matters

prescribed by law.

The Fund is entitled to concessional tax treatment if the fund is properly administered in accordance with the SIS legislation.

You should discuss any query you may have with the trustee. The trustee is bound to act in accordance with the trust deed and rules and the SIS Legislation. The deed confers to the extent permitted by the law considerable discretions on the trustee. The exercise of any of such discretions unless otherwise provided in the deed is final and binding without the need for the trustee to provide reasons for the exercise of such discretion.

Where your fund is a self managed superannuation fund you will be required to be a trustee of the fund in the case of non-corporate trustees or in the case of a corporate trustee, a director of the trustee. Limited situations where you will not be required to be a trustee or director include:-

- a. If you are a minor, your parent or guardian acts as a trustee or as a director of a corporate trustee in your place;
- b. If you suffer a legal disability, your legal personal representative acts as a trustee or as a director of a corporate trustee in your place; or
- c. If you have a legal personal representative appointed under an enduring power of attorney.

Before changing the trustees or the directors of a corporate trustee or making arrangements to cease being a member of the fund or to participate in admitting another member of the fund, you should consult firstly with a professional adviser to ensure that the requirements for a self managed fund are being satisfied.

As a final point you should be aware that you as a member have agreed and are bound by the deed as if you were an original party to the deed.

  
\_\_\_\_\_  
*For and on behalf of the Trustee of the fund -*

Dated : 26<sup>th</sup> June , 2003 .