



**Pacific Ridge**  
**CAPITAL**

**THE KEATING FAMILY SUPERANNUATION FUND**

**MEMBER BINDING DEATH BENEFIT NOMINATION**

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## MEMBER NON-LAPSING BINDING DEATH BENEFIT NOMINATION

Date:

Name of Fund: THE KEATING FAMILY SUPERANNUATION FUND

Members name: David Keating of 9 Ogilvy Street, CLONTARE, NSW 2093

Date of Birth: 22 June 1939

### BINDING NOMINATION

I, David Keating being a member of the Fund hereby make the following Non-Lapsing Binding Death Benefit Nomination in respect of all of my superannuation interests in the Fund pursuant to the Fund's Rules:

<i>Full name of nominated beneficiary</i>	<i>Relationship to member</i>	<i>Percentage (must total 100%)</i>
Carolyn Keating	Spouse	100%
<b>Total</b>		<b>100%</b>

If all persons nominated in the table above do not survive me, or die before the relevant entitlement has been paid, then I hereby make the direction to pay a lump sum payment to the nominated beneficiary(s) below by the Trustee.

<i>Full name of nominated beneficiary</i>	<i>Relationship to member</i>	<i>Percentage (must total 100%)</i>
Ben Keating	Child	33.3333%
Candice Angus	Child	33.3333%
Sean Keating	Child	33.3334%
<b>Total</b>		<b>100%</b>

If any persons nominated in the table above do not survive me, their relevant share of the superannuation benefit must be paid to the other person or persons or their legal representatives. In the case that one or more have survived me they are able to take the benefit as a lump sum payment.

I revoke all of my prior binding and non-binding death benefit nominations and declare this to be my last Binding Death Benefit Nomination.

Signed by:

The Member

Signed by David Keating:

A handwritten signature in black ink, appearing to read 'D Keating', written over a horizontal line.

David Keating  
Member

## WITNESS DECLARATIONS

### Declaration of Witness 1:

I, (print name of Witness 1).....ROSS ERIC HAYWOOD.....

of (print address).....10 NORWICH PLACE, CHERRYBROOK, NSW 2126.....

declare that:

- 1) I am a person over 18 years;
- 2) I am not a person mentioned in the Non-Lapsing Binding Death Benefit Nomination; and
- 3) David Keating of 9 Ogilvy Street, CLONTARF, NSW 2093 signed this Non-Lapsing Death Benefit Nomination in my presence and in the presence of the other witness.

R Haywood - ROSS ERIC HAYWOOD

Witness Name / Signature

Dated: 17 NOVEMBER, 2022

### Declaration of Witness 2:

I, (print name of Witness 2).....

of (print address).....

declare that:

- 1) I am a person over 18 years;
- 2) I am not a person mentioned in the Non-Lapsing Binding Death Benefit Nomination; and
- 3) David Keating of 9 Ogilvy Street, CLONTARF, NSW 2093 signed this Non-Lapsing Death Benefit Nomination in my presence and in the presence of the other witness.

\_\_\_\_\_  
Witness Name / Signature

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

**LETTER OF ACCEPTANCE BY TRUSTEE FOR THE NON-LAPSING BINDING DEATH  
BENEFIT NOMINATION FOR DAVID KEATING**

**Date:**

**ATTENTION:**

David Keating of 9 Ogilvy Street, CLONTARF, NSW 2093

**TRUSTEE ACCEPTANCE:**

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The Trustee has received your Non-Lapsing Binding Death Benefit Nomination prepared in accordance with the Trust Deed of the Fund. A review has been undertaken in relation to the request with advice sought from the Fund's SMSF adviser.

Following this advice, the Trustee has resolved to accept your Non-Lapsing Binding Death Benefit Nomination. Notwithstanding the provisions of the Non-Lapsing Binding Death Benefit Nomination, the Trustee reserves the right at the time of death to assess the cash flow requirements that may be faced by the Fund as a consequence of any death benefits becoming payable. If the Trustee, on the advice of a SMSF adviser or the Fund's auditor, is of the view that the payment of any binding death benefit payout may render the Fund insolvent the Trustee may take appropriate action to adjust the payment of your superannuation benefits.

The Non-Lapsing Binding Death Benefit Nomination shall remain valid unless revoked or varied by David Keating.

If you wish to amend your Non-Lapsing Binding Death Benefit Nomination, please provide the Trustee with details of the amendment as soon as possible and ensure that any amendment is prepared in accordance with the Trust Deed of the Fund.

**Signed by:**

**The Trustee**

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Signed by David Keating and Carolyn Keating in the presence of:



David Keating  
Trustee

 ROSS ERIC HAYWOOD

Witness Name / Signature

Carolyn Keating

Carolyn Keating  
Trustee

R Haywood

ROSS ERIC HAYWOOD

Witness Name / Signature

## Trustee resolution

### THE KEATING FAMILY SUPERANNUATION FUND

#### Binding death benefit nomination

- 1 The persons named below are the trustees of THE KEATING FAMILY SUPERANNUATION FUND (Fund).
- 2 A completed binding death benefit nomination from David Keating in relation to the Fund has been provided to the trustees.

#### Resolution

- 3 To permit members of the Fund to provide the trustees with binding death benefit nominations in respect of their benefits in the Fund.
- 4 The trustees acknowledge the binding death benefit nomination is binding on the trustees pursuant to the trust deed for the Fund.
- 5 To accept the nomination effective immediately.

#### The Trustee

Signed by David Keating and Carolyn Keating:

  
\_\_\_\_\_  
David Keating  
Trustee

Dated: 17/11/22

  
\_\_\_\_\_  
Carolyn Keating  
Trustee

Dated: 17/11/22