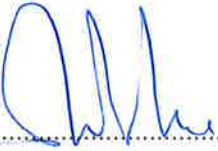


TUFEKCI FAMILY SUPERANNUATION FUND
RESOLUTION OF TRUSTEES

We, being all the trustees of the Fund:

1. acknowledge that we have received the attached binding death benefit nomination from **MURSIDE TUFEKCI** in relation to their member interest in the Tufekci Family Superannuation Fund;
2. confirm that the binding death benefit nomination is valid and binding on the trustee;
3. accept that the trustee is bound by the binding death benefit nomination until it is revoked or replaced and agree to pay the death benefit in accordance with the binding death benefit nomination; and
4. resolve to authorise the trustees to sign the binding death benefit nomination.

X 
.....
MURSIDE TUFEKCI

X 12/12/2019

X 
.....
FARUK TUFEKCI

17/12/2019

BINDING DEATH BENEFIT NOMINATIONS

INFORMATION SHEET

The Trust Deed for the **Tufekci Family Superannuation Fund** permits a Member to make a binding death benefit nomination for the purposes of payment of a death benefit in relation to that Member.

The Trustee is required to provide you with information that the Trustee believes you need for the purpose of understanding your right to require the Trustee to provide the benefits in accordance with any nomination you make.

Trustee must comply with valid binding death benefit nomination

If you have not made a binding death benefit nomination, the trustee has wide discretion as to whom your benefits are paid, including your spouse, children and anyone who is financially dependent upon you (your dependants).

If you make a valid binding death benefit nomination, the Trustee is required to pay a benefit arising on your death in accordance with that binding death benefit nomination.

The Trustee does not have any discretion in paying the benefit, **regardless of the taxation or any other consequences of paying the benefit to the persons and in the proportions specified in your binding death benefit nomination, and even if your circumstances have changed**. This means the Trustee has no discretion to determine what the most appropriate allocation of benefits is, given all of the circumstances when you die (including the age and tax situation of the potential beneficiaries of your death benefit).

The taxation consequences of a binding death benefit nomination can be serious, and you should consult your taxation advisors before making a binding death benefit nomination.

Formal requirements

For your binding death benefit nomination to be valid it must:

- be in writing;
- be signed and dated by you;
- state that the nomination is binding on the Trustee;
- be in favour of people who are your dependants or the executors under your Will;
- clearly state the proportion of the benefit to be paid to each of the dependants you have nominated;
- be signed in the presence of two witnesses who are **18 years or over** and **who are not mentioned in the binding death benefit nomination**; and
- contain a declaration signed, and dated, by the witnesses stating that the binding death benefit nomination was signed by you in their presence.

The binding death benefit nomination is effective unless you revoke or amend it. You can confirm, amend or revoke the binding nomination at any time.

Amendments or revocation of the binding death benefit nomination must be done in the same manner as the original binding death benefit nomination.

What if the nomination is not valid?

If your nomination does not comply with the formal requirements set out above, or it has been revoked without being replaced prior to your death, the Trustee will not treat it as binding, and is not required to pay a death benefit in accordance with your nomination.

The Trustee will then pay any benefit payable on your death in accordance with the Trust Deed.

If you need more information to determine whether or not a binding death benefit nomination is appropriate in your circumstances, please contact your legal adviser.



COOPER GRACE WARD
LAWYERS

MURSIDE TUFEKCI

MURSIDE TUFEKCI AND FARUK TUFEKCI

**BINDING DEATH BENEFIT NOMINATION
TUFEKCI FAMILY SUPERANNUATION
FUND**

COOPER GRACE WARD
Lawyers
Level 21, 400 George Street
Brisbane Qld 4000

T 61 7 3231 2444
F 61 7 3221 4356
W www.cgw.com.au

RMJC10221796 3450-3652-5582v1

BINDING DEATH BENEFIT NOMINATION

PARTIES

Member MURSIDE TUFEKCI

Trustee MURSIDE TUFEKCI AND FARUK TUFEKCI

BACKGROUND

- A. The Member is a member of the Fund.
- B. The Trustee is the trustee of the Fund.
- C. The Member wishes to make a binding death benefit nomination in relation to the Member's entitlements in the Fund that is binding on the Trustee.

OPERATIVE PART

1. INTERPRETATION

Definitions

1.1 The meanings of the terms used in this deed are set out below.

Term	Meaning
Death Benefit	the death benefit payable from the Fund in respect of the Member
Fund	the Fund specified in Item 1
SIS Act	the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)
SIS Regulations	the <i>Superannuation Industry (Supervision) Regulations 1994</i> (Cth) and any other regulations made under the SIS Act
Spouse	includes a spouse as defined in the SIS Act
Trust Deed	the trust deed for the Fund

Construction

1.2 In this deed:

- (a) words in the singular include the plural and vice versa;



- (b) words indicating any gender indicate the appropriate gender;
- (c) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (d) a reference to a person is to be construed as a reference to an individual, body corporate, unincorporated association, partnership, joint venture or government body;
- (e) references to any document (including this deed) include references to the document as amended, consolidated, supplemented, novated or replaced;
- (f) a reference to a statute includes a reference to all enactments amending or consolidating the statute and to an enactment substituted for the statute and any subordinate legislation, including regulations;
- (g) monetary references are references to Australian currency;
- (h) any Schedules or Annexures form part of this deed;
- (i) a reference to an Item is a reference to an Item in the Schedule to this deed;
- (j) headings are included for convenience only and do not affect interpretation of this deed; and
- (k) no provision will be construed adversely to a party solely on the grounds that the party was responsible for the preparation of this deed or that provision.

2. REVOCATION

The Member revokes all previous binding death benefit nominations made by them in relation to the Fund.

3. NON-LAPSING

This nomination does not lapse until the Member revokes it or give the trustee a new nomination and particularly does not lapse merely by the passing of time.

4. PAYMENT OF BENEFITS

The Member directs that the Trustee must pay the Death Benefit as set out in Item 3 of the Schedule.

5. BINDING ON THE TRUSTEE

The Trustee:

- (a) agrees and confirms that this nomination is binding on the Trustee;
- (b) accepts that the Trustee is bound until the nomination is revoked or replaced;
- (c) agrees to pay the Death Benefit in accordance with the direction by the Member in clause 4; and
- (d) acknowledges the signing of this deed constitutes receipt and notice to the Trustee of the nomination by the Member.



6. SIS ACT COMPLIANCE

Despite any other provision of this deed or the Trust Deed, the Trustee must not comply with a request from a Member that would result in a breach of the SIS Act or SIS Regulations.

7. GENERAL

Governing law

7.1 This deed will be construed in accordance with the laws in force in Queensland and the parties submit to the jurisdiction of the courts of Queensland.

Entire agreement

7.2 This deed represents the entire agreement between the parties and supersedes all prior representations, agreements, statements and understandings between the parties.

Severability

7.3 If any part of this deed is invalid or unenforceable, that part will (if possible) be read down to the extent necessary to avoid the invalidity or unenforceability, or alternatively will be deemed deleted; and this deed will remain otherwise in full force.

Amendments to be in writing

7.4 No amendment to this deed has any force unless it is in writing.

Joint and several

7.5 An obligation of two or more persons under this deed binds them jointly and severally and every expressed or implied agreement or undertaking by which two or more persons derive any benefit in terms of this deed will take effect for the benefit of those persons jointly and severally.

No merger

7.6 The rights and obligations of the parties contained in this deed will not be extinguished by or upon completion.



SCHEDULE

Item 1 Fund

Tufekci Family Superannuation Fund

Item 2 Member details

DOB: 9 August 1958

Address: 385 Kessels Road, Robertson Qld 4109

Item 3 Payment of Benefits

All of the benefit payable on the death of the Member to their spouse, Faruk Tufekci.

If Faruk Tufekci is not alive, all of the benefit payable on the death of the Member to their legal personal representative to be dealt with in accordance with the terms of the Member's Will



SIGNED AS A DEED on the date the last party signs this document

WE DECLARE THAT THIS BINDING NOMINATION was signed by MURSIDE TUFEKCI

on 17/12/2019 in our joint presence and then by us in their presence:

)
)
) X [Signature]
) MURSIDE TUFEKCI

Witness: X [Signature]
(Signature)

Full Name: X ASHLEY BRIANA KOVACEV
(Print) X

Address: X 16 TRINITY LANE
WOOLLOONGABBA QLD 4102

Date: X 17-12-2019

Witness: X [Signature]
(Signature)

Full Name: X Brendan Anthony Padevin
(Print) X

Address: X 16 Trinity Lane
Woolloongabba Q 4102

Date: X 17-12-2019

SIGNED by MURSIDE TUFEKCI as Trustee in the presence of:

X [Signature]
Witness

X Brendan Padevin
Name of witness

X 17-12-2019
Date

)
) X [Signature]
) MURSIDE TUFEKCI

SIGNED by FARUK TUFEKCI as Trustee in the presence of:

X [Signature]
Witness

X Brendan Padevin
Name of witness

X 17-12-2019
Date

)
) X [Signature]
) FARUK TUFEKCI

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