

# Corporate Trustee – Binding Death Benefit Nomination

Corporate Trustee – Written Resolution Framework

## **Written Resolution of Joseph Morgante Pty Ltd ABN # 76 002 490 824 as trustee for the *Joromada Pty Ltd Staff Superannuation Fund***

### **Section A**

**Matter - Binding Death Benefit Nomination by Member Joseph Morgante ("the Member")**

### **Section B**

#### **Background**

Rule 15.14 of the Governing Rules permits the Member to provide to the Trustee a nomination as to persons to whom the Trustee is required to pay any benefit which is payable from the Superannuation Fund by reason of the death of the Member.

The nomination will be binding on the Trustee so long as the nomination satisfies certain requirements (eg the nomination is in writing) and the nominated person is not disqualified from receiving the benefit (eg because the nominated person has ceased to be a dependant of the Member).

## Section C

### Supporting Documents

#### Binding Death Benefit Nomination by Joseph Morgante

I understand that I may nominate one or more "Eligible Persons" to receive all or part of any benefit which is payable from the Superannuation Fund by reason of my death.

##### *Who are Eligible Persons?*

I understand that the following persons are "Eligible Persons" in respect of me:

- (a) my legal spouse;
- (b) my de facto spouse;
- (c) any child (whether under or over 18 years of age) of mine – including any adopted child, step-child or ex-nuptial child of mine;
- (d) any person who is a financial dependant of mine;
- (e) any person with whom I have an interdependency relationship; and
- (f) the legal personal representative of my estate.

##### *My Direction to the Trustee*

I hereby direct that the Trustee of the Superannuation Fund allocate any amount payable from the Superannuation Fund by reason of my death as set out in the following table:

Nominee	Percentage	Form of payment
<i>(Insert full name &amp; address of nominee)</i>	<i>(insert %)</i>	<i>(insert lump sum or pension)</i>
ROSE MARIA MORGANTE	100%	
	Total 100%	

*Terms applying to my Direction*

In making the above binding nomination I understand that:

- (a) this nomination supersedes all previous nominations made by me and revokes those previous nominations;
- (b) where I have nominated 2 or more Eligible Persons then each nomination is a separate and discrete nomination and the invalidity of one nomination will not invalidate another nomination;
- (c) only Eligible Persons can be my nominees;
- (d) a nomination of an Eligible Person will not be effective and binding on the Trustee where the nominated person:
  - (i) pre deceases me;
  - (ii) is not or ceases to be an Eligible Person of mine at the date of my death;
  - (iii) is an un-discharged bankrupt;
  - (iv) is a person whose financial affairs are subject to a debt agreement under Part IX of the *Bankruptcy Act, 1966* being a debt agreement which has not been completely performed;
  - (v) is a person whose financial affairs are subject to a deed of assignment, deed of composition or deed of arrangement under Part X of the *Bankruptcy Act, 1966* which has not been completely performed;
  - (vi) is a person whose financial affairs are subject to a personal insolvency agreement under Part X of the *Bankruptcy Act, 1966* which has not been completely performed;
  - (vii) is a person who has subsequently ceased (whether by divorce proceedings or by separation) to be the spouse of the Member.
- (e) I can revoke this nomination at any time and may give a replacement nomination;
- (f) a nomination which has been revoked ceases to have any effect; and
- (g) to the extent that my nomination is not effective then the Trustee will decide to which Eligible Person or Persons the balance of my death benefit will be allocated.

Example: You nominate 3 persons each to receive 1/3<sup>rd</sup> of the benefit. If one of the persons nominated is in fact not an eligible person then the other two persons will each receive their 1/3<sup>rd</sup> share but the balance of the benefit will be allocated at the trustee's discretion.

Sign here

Joseph Morgante

Dated 5-8-09

## **Section D**

### **Resolutions**

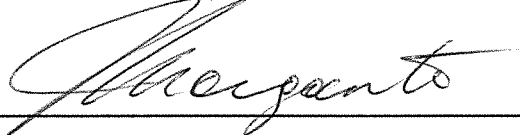
Resolved that the Binding Death Benefit Nomination made by the Member has been completed to the satisfaction of the Company and is clear and unambiguous.


Resolved that the Company accepts the Binding Death Benefit Nomination of the Member.

## Section E

### Signature Block

Each director must sign and date.

 5-8-09  
\_\_\_\_\_  
Director Joseph Morgante (signature) (date)

 5-8-09  
\_\_\_\_\_  
Director Rose Maria Morgante (signature) (date)

(Note If the member making the nomination is a Director, then they must also sign this section in their capacity as a Director.)

(Note The resolution will be effective from the date on which the last director to sign has signed.)

# Corporate Trustee – Binding Death Benefit Nomination

Corporate Trustee – Written Resolution Framework

## **Written Resolution of Joseph Morgante Pty Ltd ABN # 76 002 490 824 as trustee for the *Joromada Pty Ltd Staff Superannuation Fund***

### **Section A**

**Matter - Binding Death Benefit Nomination by Member**  
**Rose Maria Morgante**  
**("the Member")**

### **Section B**

#### **Background**

Rule 15.14 of the Governing Rules permits the Member to provide to the Trustee a nomination as to persons to whom the Trustee is required to pay any benefit which is payable from the Superannuation Fund by reason of the death of the Member.

The nomination will be binding on the Trustee so long as the nomination satisfies certain requirements (eg the nomination is in writing) and the nominated person is not disqualified from receiving the benefit (eg because the nominated person has ceased to be a dependant of the Member).

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#### Binding Death Benefit Nomination by Rose Maria Morgante

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##### *My Direction to the Trustee*

I hereby direct that the Trustee of the Superannuation Fund allocate any amount payable from the Superannuation Fund by reason of my death as set out in the following table:

Nominee	Percentage	Form of payment
<i>(Insert full name &amp; address of nominee)</i>	<i>(insert %)</i>	<i>(insert lump sum or pension)</i>
JOSEPH MORGANTE	100%	
	Total 100%	

*Terms applying to my Direction*

In making the above binding nomination I understand that:

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- (b) where I have nominated 2 or more Eligible Persons then each nomination is a separate and discrete nomination and the invalidity of one nomination will not invalidate another nomination;
- (c) only Eligible Persons can be my nominees;
- (d) a nomination of an Eligible Person will not be effective and binding on the Trustee where the nominated person:
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Sign here



Rose Maria Morgante

Dated

5-8-09

## **Section D**

### **Resolutions**

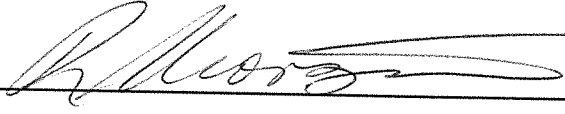
Resolved that the Binding Death Benefit Nomination made by the Member has been completed to the satisfaction of the Company and is clear and unambiguous.


Resolved that the Company accepts the Binding Death Benefit Nomination of the Member.

## Section E

### Signature Block

Each director must sign and date.

  
Director    Rose Maria Morgante    (signature)    5-8-09    (date)

  
Director    Joseph Morgante    (signature)    5-8-09    (date)

- (Note If the member making the nomination is a Director, then they must also sign this section in their capacity as a Director.)
- (Note The resolution will be effective from the date on which the last director to sign has signed.)