

DEATH BENEFIT NOMINATIONS

BINDING VERSION

ROBERT JOHN CURTIS

Reviewed 27 May 2014 – Ref R-2

DEATH BENEFIT NOMINATIONS WARNING & DISCLAIMER

A member of a superannuation fund should think very carefully before signing a death benefit nomination form.

Death benefit nominations are an integral part of a member's estate planning. Members should consider death benefit nominations in the context of their whole estate and how they wish that estate to pass on their death.

For example:

1. Should the member nominate all of their superannuation benefit to the one beneficiary, or split them?
2. Would the member want their benefits to revert to their children following the subsequent death of their spouse?
3. How are the member's non-super assets being split, and how does that split bear on the allocation of their super assets?
4. What are the tax consequences of the allocation of the super assets vs non-super assets?

These are just some of the many issues that need to be considered as part of a member's estate planning – issues that bear on whether or not a death benefit nomination should be made, and what that nomination should be.

The member making this nomination should initial the foot of each page.

DISCLAIMER

Neither **SUPERCentral** nor its lawyers **TOWNSENDS BUSINESS & CORPORATE LAWYERS** will be responsible or liable to any person for any use of this nomination template. No reliance can be placed on the use of this nomination made available by either organisation.

TOWNSENDS BUSINESS & CORPORATE LAWYERS is able to provide advice in relation to any particular individual wishing to make a superannuation death benefit nomination.

Curtis Superannuation Fund ("the Superannuation Fund")**BINDING DEATH BENEFIT NOMINATION****1. Background**

The Governing Rules permit a member to provide a nomination to the trustee as to the persons to whom the trustee is required to pay any benefit which is payable from the Superannuation Fund on 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).

2. Binding Death Benefit Nomination by or on behalf of Robert John Curtis

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.

3. 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 (including my same sex partner);
- (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 child (whether under or over 18 years of age) of my spouse – including any adopted child, step-child or ex-nuptial child of my spouse;
- (e) any person with whom I have an interdependency relationship;
- (f) any person who was a dependant of mine just before my death; and
- (g) the legal personal representative of my estate.

4. My Binding Direction to the Trustee

I direct the trustee of the Superannuation Fund to allocate any amount payable from the Superannuation Fund by reason of my death as set out in the following table. This direction is binding on the Trustee.

Note: The following tables are alternates: complete whichever table is applicable and delete the other.

NOMINEE	PERCENTAGE	FORM OF PAYMENT
Nina Eva Curtis	50%	lump sum
Dean Robert Curtis	50%	lump sum
TOTAL 100%		

SIGNED AND DATED by

ROBERT JOHN CURTIS

Print name of Member

Robert John Curtis

R. Curtis

Member's signature

Dean Robert Curtis

Print name of Witness

Witness signature

Witness' signature

(The witness must not be another trustee of the Superannuation Fund or a director of the corporate trustee of the Superannuation Fund)

OR

.....

Print name of Enduring Attorney

.....

Signature of Enduring Attorney

MAKO KAMEKAWA

Print name of Witness



Witness' signature

*(The witness must not be another trustee of the
Superannuation Fund or a director of the corporate
trustee of the Superannuation Fund)*

Dated: 24 / 10 / 2014

In making the above binding nominations I understand that:

- (a) these nominations supercede all previous nominations made by me, and revoke those previous nominations;
- (b) where I have nominated two or more Eligible Persons then each nomination is a severable nomination, and so 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) predeceases me;
 - (ii) is not or ceases to be an Eligible Person in respect of me at the time 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; or
 - (vii) is a person who has subsequently ceased (whether by divorce proceedings or by separation) to be my spouse;
- (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;
- (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; and
- (h) in the event of any inconsistency between these understandings and the requirements of the Governing Rules, the requirements of the Governing Rules prevail.

Example: You nominate three persons each to receive $\frac{1}{3}$ 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 $\frac{1}{2}$ share but the balance of the benefit will be allocated at the Trustee's discretion.

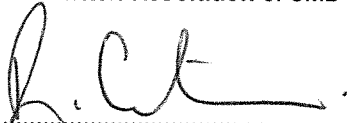
RESOLUTIONS OF TRUSTEE of the Curtis Superannuation Fund ABN 52 320 928 786 ("the Superannuation Fund")

Noted that a Binding Death Benefit Nomination:

- (a) has been received for Robert John Curtis (the Member);
- (b) has been dated and signed by Robert John Curtis (and has been witnessed, if applicable);
- (c) if signed by an attorney, was accompanied by an original power of attorney which shows the attorney signatory's capacity to sign;
- (d) has been completed to the satisfaction of the Trustee;
- (e) is clear and unambiguous; and
- (f) is attached to these resolutions.

Resolved that the Binding Death Benefit Nomination of the Member take effect.

Signed as a Written Resolution of SMB 1 Pty Ltd ACN 602 301 351 the Trustee of Curtis Superannuation Fund



Robert John Curtis

Trustee / Director

Dated: 24 / 10 / 2014

(All trustee/directors must sign for the resolution to be effective. This document is only effective as a resolution of a company if the constitution of the Company permits the use of such written resolutions either through the adoption of the replaceable rules in sections 248A or 248B of the Corporations Act 2001 (Cth) or through a materially similar rule contained in the constitution.)

