

Individual Trustees – Binding Death Benefit Nomination

Corporate Trustee – Written Resolution Framework

Written Resolution of Raymond Adams and Lynn Phillips as trustees for the Fernbank Superannuation *fund*) (“the Superannuation Fund”)

Section A

Matter - Binding Death Benefit Nomination by Member Raymond Adams

Section B

Background

Rule 15.14 of the Governing Rules permits the Member to provide to the Trustees a nomination as to persons to whom the Trustees are 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 Trustees 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 Raymond Adams

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 Trustees

I hereby direct that the Trustees 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 & address of nominee)</i>	<i>(insert %)</i>	<i>(insert lump sum or pension)</i>
Lynn Margaret Phillips	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 Trustees 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 Trustees 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 1/3rd 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 1/3rd share but the balance of the benefit will be allocated at the Trustees' discretion.

Sign here



Raymond Adams

Dated 22.4.08

Section D

Resolutions

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

Resolved that the Trustees accept the Binding Death Benefit Nomination of the Member.

Section E

Signature Block

Each Trustee must sign and date.

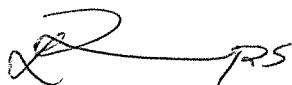


22.4.08

Trustee Raymond Adams

(signature)

(date)



22/4/08

Trustee Lynn Phillips

(signature)

(date)

Individual Trustees – Binding Death Benefit Nomination

Corporate Trustee – Written Resolution Framework

Written Resolution of Raymond Adams and Lynn Phillips as trustees for the Fernbank Superannuation *fund*) (“the Superannuation Fund”)

Section A

Matter - Binding Death Benefit Nomination by Member Lynn Phillips

Section B

Background

Rule 15.14 of the Governing Rules permits the Member to provide to the Trustees a nomination as to persons to whom the Trustees are 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 Trustees 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 Lynn Phillips

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 Trustees

I hereby direct that the Trustees 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 & address of nominee)</i>	<i>(insert %)</i>	<i>(insert lump sum or pension)</i>
RAYMOND CEDFREY ADAMS	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 Trustees 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 Trustees 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 1/3rd 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 1/3rd share but the balance of the benefit will be allocated at the Trustees' discretion.

Sign here

 PS.

Lynn Phillips

Dated

22/4/08.

Section D

Resolutions

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


Resolved that the Trustees accept the Binding Death Benefit Nomination of the Member.

Section E

Signature Block


Each Trustee must sign and date.

Trustee Lynn Phillips


(signature)

22/4/08
(date)

Trustee Raymond Adams


(signature)

22.4.08
(date)