



DEATH BENEFIT NOMINATIONS

NON BINDING VERSION

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:

- Should the member nominate all of their superannuation benefits to the one beneficiary or split them?
- Does the member want their benefits to revert to their children following the subsequent death of their spouse?
- How are the member's non-super assets being split and how does that split bear on the allocation of their super assets?
- 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.

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 the nomination template 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.

(insert name of fund) ("the Superannuation Fund")

NON-BINDING DEATH BENEFIT NOMINATION

Background

The Governing Rules permit a member to provide a non-binding nomination to the trustee as to the persons to whom the trustee may pay any benefit which is payable from the (insert name of fund) on the death of the member.

The nomination will NOT be binding on the trustee. The trustee will continue to have the power to make the ultimate decision as to which Eligible Person or Persons the balance of the death benefit will be allocated. If you wish to remove that power from the trustee you must execute a Binding Death Benefit Nomination – see the SuperCentral website to access that document.

Non-Binding Death Benefit Nomination by or on behalf of (insert name of member)

I understand that I may nominate for the consideration of the trustee 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 (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.

My Non-Binding Nomination to the Trustee

I nominate the following person or persons for the consideration of the trustee of the Superannuation Fund to receive the proportion or proportions of any amount payable from the Superannuation Fund by reason of my death as set out in the following table:

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

NOMINEE	PERCENTAGE	FORM OF PAYMENT
(insert full name & address of nominee) <u>SHARON</u>	(insert %) <u>100%</u>	(insert lump sum or pension)
(insert full name & address of nominee)	(insert %)	(insert lump sum or pension)
(insert full name & address of nominee)	(insert %)	(insert lump sum or pension)
TOTAL 100%		

NOMINEE	DOLLAR AMOUNT	FORM OF PAYMENT
(insert full name & address of nominee)	First \$_____	(insert lump sum or pension)
(insert full name & address of nominee)	Next \$_____	(insert lump sum or pension)
(insert full name & address of nominee)	Balance of Benefit	(insert lump sum or pension)
TOTAL \$_____		

SIGNED AND DATED by

RUSSELL WHITTAKER

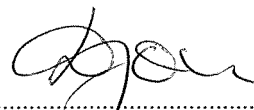
Print Name of Member



Member's Signature

DIJANA KARAMAN

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)

OR

.....
Print Name of Enduring Attorney

.....
Signature of Enduring Attorney

.....
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: 12 / 9 / 20 14

In making the above non-binding nominations I understand that:

- (a) the nominations are not binding on the trustee;
- (b) while the trustee may consider these nominations in making its decision as to the allocation of any benefit payable in respect of my death from the Superannuation Fund, the trustee may allocate the benefit in different proportions to the persons I have nominated or allocate the benefit to persons not nominated by me (so long as they are Eligible Persons);
- (c) these nominations revoke and supercede all previous nominations (whether binding or non-binding) made by me;
- (d) only Eligible Persons can be my nominees;
- (e) I can revoke any of these nominations at any time and may give a replacement nomination (whether binding or non-binding) and a nomination which has been revoked ceases to have any effect; and
- (f) in the event of any inconsistency between these understandings and the requirements of the Governing Rules, the requirements of the Governing Rules prevail.

(insert name of the Trustee/s)

Resolutions of Trustee/s of the (insert name of the super fund) ("the Superannuation Fund")

Noted that a Non-Binding Death Benefit Nomination:

- (a) has been received for (insert name of member) (the Member);
- (b) has been dated and signed by (insert name of member or attorney signatory) (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 to acknowledge the receipt of the Non-Binding Death Benefit Nomination of the Member.

Signed as a Written Resolution of the Trustees of (insert name of the Superannuation Fund)

(Delete if Corporate Trustee)

Signed as a Written Resolution of (insert name of company ^{R&S Whittaker Pty Ltd} ACN 600 167 486) the Trustee of (insert name of the Superannuation Fund)

(Delete if Individual Trustees)

.....
Trustee / Director

.....
Trustee / Director

.....
Trustee / Director

.....
Trustee / Director

Dated: 12 / 09 / 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.)



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(insert name of fund) ("the Superannuation Fund")

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- (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.

My Non-Binding Nomination to the Trustee

I nominate the following person or persons for the consideration of the trustee of the Superannuation Fund to receive the proportion or proportions of any amount payable from the Superannuation Fund by reason of my death as set out in the following table:

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

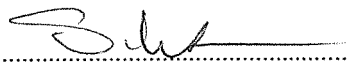
NOMINEE	PERCENTAGE	FORM OF PAYMENT
(insert full name & address of nominee) <u>RUSSELL WHITTAKER</u>	(insert %) <u>100%</u>	(insert lump sum or pension)
(insert full name & address of nominee)	(insert %)	(insert lump sum or pension)
(insert full name & address of nominee)	(insert %)	(insert lump sum or pension)
TOTAL 100%		

NOMINEE	DOLLAR AMOUNT	FORM OF PAYMENT
(insert full name & address of nominee)	First \$_____	(insert lump sum or pension)
(insert full name & address of nominee)	Next \$_____	(insert lump sum or pension)
(insert full name & address of nominee)	Balance of Benefit	(insert lump sum or pension)
TOTAL \$_____		

SIGNED AND DATED by

SHARON WHITTAKER


Print Name of Member



Member's Signature

DIJANA KARAHAN

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)

OR

.....
Print Name of Enduring Attorney

.....
Signature of Enduring Attorney

.....
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:12.....9...../20.....14.....

In making the above non-binding nominations I understand that:

- (a) the nominations are not binding on the trustee;
- (b) while the trustee may consider these nominations in making its decision as to the allocation of any benefit payable in respect of my death from the Superannuation Fund, the trustee may allocate the benefit in different proportions to the persons I have nominated or allocate the benefit to persons not nominated by me (so long as they are Eligible Persons);
- (c) these nominations revoke and supercede all previous nominations (whether binding or non-binding) made by me;
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- (e) I can revoke any of these nominations at any time and may give a replacement nomination (whether binding or non-binding) and a nomination which has been revoked ceases to have any effect; and
- (f) in the event of any inconsistency between these understandings and the requirements of the Governing Rules, the requirements of the Governing Rules prevail.

(insert name of the Trustee/s)

Resolutions of Trustee/s of the (insert name of the super fund) ("the Superannuation Fund")

Noted that a Non-Binding Death Benefit Nomination:

- (a) has been received for (insert name of member) (the Member);
- (b) has been dated and signed by (insert name of member or attorney signatory) (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;
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Signed as a Written Resolution of the Trustees of (insert name of the Superannuation Fund)

(Delete if Corporate Trustee)

Signed as a Written Resolution of ^{R&S Whittaker Pty Ltd} (insert name of company ACN 600 167 486) the Trustee of (insert name of the Superannuation Fund)

(Delete if Individual Trustees)

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Trustee / Director

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Dated: 12 / 09 / 2014

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