

Applicant name David Walker  
Applicant address 1/45 O'Ferrals Road, Bayview, NT, 0820  
Applicant occupation Managing Director  
Date of birth 18 July 1966  
Applicant place of birth Coatbridge, Scotland

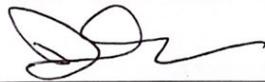
**Death Benefit: Non-binding Beneficiary Nomination**

This is a death benefit notice. By completing and signing it you are instructing the trustee to provide any benefit payable on or after your death to the person or persons you mentioned in this notice, being one or more dependants or your legal personal representative.

I instruct the director of the trustee that the persons named in the following table are to receive the proportions specified in that table of the benefit that is payable if I die.

Person	Relationship to member	Proportion of death benefit
Samantha Walker of 586 Waterworks Road, Ashgrove QLD	Daughter	50%
Emma-Marie Walker of 586 Waterworks Road, Ashgrove QLD	Daughter	50%

Signed by the applicant:



David Walker

Date:

17<sup>th</sup> Feb 2021

The following persons declare that:

- they are 18 years of age or older;
- they are not persons otherwise mentioned in this notice; and
- this form was signed by or on behalf of the member in their presence.

Date:

17<sup>th</sup> Feb 2021

Witness:



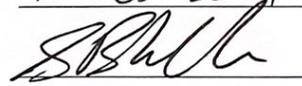
Witness name:

Luke Marshall

Date:

17 Feb 2021

Witness:



Witness name:

SAMIR BHULLER

### **First Notice: The types of death benefit arrangements and the order in which they take effect**

The Fund's Deed allows one type of death benefit payment arrangement, as follows:

- **non-binding nomination forms** — which do not bind the trustee, but which do not expire until replaced or revoked, see clause 22.6 on page 23 of the trust deed dated 21<sup>st</sup> October 2008.

**Death benefit agreements** take priority over binding death benefit notices and non-binding nomination forms.

#### **What you need to consider**

When you, as a member, are considering signing a binding death benefit notice or a non-binding nomination form it is important to consider that:

- a death benefit agreement takes priority over any binding death benefit notice or any non-binding nomination form;
- to the extent permitted by superannuation law, the trustee must pay or apply the relevant benefit in accordance with the death benefit agreement. Therefore, if you sign a binding death benefit notice or a non-binding nomination form, then they will have no effect on any earlier or later death benefit agreement that you sign; and
- if any part of a death benefit agreement is invalid, then the trustee (as required by the Fund's deed) will pay or apply the "invalid" part of the death benefit in accordance with any binding death benefit notice, or by reference to any non-binding nomination form, you have signed.

### **Second Notice: Consistency of death benefit arrangements with pension terms**

It is important to consider how any death benefit nomination or death benefit agreement interacts with the arrangements for payment of a pension to a reversionary beneficiary. The terms of the pension, and the terms of the death benefit nomination or death benefit agreement should be considered together.

For instance, if the pension terms require an automatic reversionary pension, then the death benefit nomination or death benefit agreement has no effect in relation to that pension. If the member wants to ensure all these arrangements – under pension terms, a death benefit nomination or death benefit agreement – are consistent, or to deliberately vary from one to the other, then careful drafting is required and the member should seek professional advice.

The Fund's Deed allows for the nomination of a Reversionary Beneficiary, see clause 24.5 and 24.6 on page 25 of the trust deed dated 21<sup>st</sup> October 2008.