

# Corporate Trustee Director – Binding Death Benefit Nomination

## **Written Resolution of *D J Suttie Pty Ltd* as Trustee for the *D&J Suttie Super Fund* (“the Superannuation Fund”)**

### **Section A**

#### **Matter - Binding Death Benefit Nomination by the Trustee Director *David Suttie* (“the Director”)**

### **Section B**

#### **Background**

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

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 Director).

## Section C

### Supporting Documents

#### Binding Death Benefit Nomination by David Suttie

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:

Alternative A – percentages (rows to be expanded/contracted as required)

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

Alternative B Dollar Amounts (rows to be expanded/contracted as required)

<b>Nominee</b>	<b>Amount</b>	<b>Form of payment</b>
<i>(Insert full name &amp; address of nominee)</i>	<i>First \$XXXX of the benefit</i>	<i>(insert lump sum or pension)</i>
	<i>Next \$ of the benefit</i>	
	<i>Next \$ of the benefit</i>	
	<i>Balance of the benefit \$</i>	

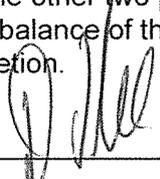
*Terms applying to my Direction*

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 Director.
- (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' discretion.

  
\_\_\_\_\_  
David Suttie

Dated

10.09.2007 

## **Section D**

### **Resolutions**

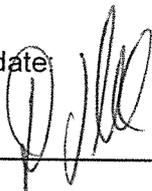
Resolved that the Binding Death Benefit Nomination made by the Director has been completed to the satisfaction of the Trustee and is clear and unambiguous.

Resolved that the Trustee accept the Binding Death Benefit Nomination of the Director.

**Section E**

**Signature Block**

Each Trustee must sign and date:

	<u>10.09.2007</u>
Trustee Director David Suttie	(date)
	<u>10.09.2007</u>
Trustee Director Jennifer Suttie	(date)

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

# Corporate Trustee Director – Binding Death Benefit Nomination

## **Written Resolution of *D J Suttie Pty Ltd* as Trustee for the *D&J Suttie Super Fund* (“the Superannuation Fund”)**

### **Section A**

#### **Matter - Binding Death Benefit Nomination by Trustee Director *Jennifer Suttie* (“the Director”)**

### **Section B**

#### **Background**

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

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 Director).

## Section C

### Supporting Documents

### Binding Death Benefit Nomination by Jennifer Suttie

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?*

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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:

Alternative A – percentages (rows to be expanded/contracted as required)

<b>Nominee</b>	<b>Percentage</b>	<b>Form of payment</b>
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David Suttie	100%	lump sum
	Total 100%	

*J Suttie*

Alternative B Dollar Amounts (rows to be expanded/contracted as required)

Nominee	Amount	Form of payment
<i>(Insert full name &amp; address of nominee)</i>	<i>First \$XXXX of the benefit</i>	<i>(insert lump sum or pension)</i>
	<i>Next \$ of the benefit</i>	
	<i>Next \$ of the benefit</i>	
	<i>Balance of the benefit \$</i>	

*OK*

*Auth:*

*Terms applying to my Direction*

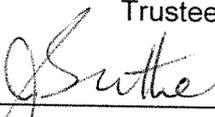
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assignment, deed of composition or deed of arrangement under Part X of the *Bankruptcy Act, 1966* which has not been completely performed;

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\_\_\_\_\_  
Jennifer Suttie

Dated 10.09.2007

## **Section D**

### **Resolutions**

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

Resolved that the Trustee accept the Binding Death Benefit Nomination of the Director.

**Section E**

**Signature Block**

Each Trustee must sign and date

Trustee Director David Suttie



10.09.2007

(date)

Trustee Director Jennifer Suttie



10.09.2007

(date)

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