

THE CHEDID FAMILY SUPERANNUATION FUND

Member Death Benefit Agreement for Self-Managed Superannuation Fund

Prepared for **CHEDID FAMILY SUPERFUND**
Matter name **JAMIE CHEDID**
Prepared by **BAK JOEL**
Date downloaded **23 May, 2015 12:10 PM**

What to do next

You need to arrange for the member and the Trustee to sign the Death Benefit Agreement. Then you need to arrange for the signed originals to be given to the Directors of the Trustee to be stored with the Fund's Deed.

If a company needs to execute the Death Benefit Agreement, then the Death Benefit Agreement can be executed by:

- using the company's seal; or
- being signed by any of:
 - any 2 directors;
 - a director and the company secretary; or
 - if the company has only 1 director, that director.

The Death Benefit Agreement will include execution clauses created on the basis of your answers to certain questions on the Cleardocs site.

If you are not sure about the requirements for executing legal documents, then please see our FAQ on this on www.cleardocs.com. Follow the links to 'Resources', then 'Frequently asked legal questions', then 'Signing and witnessing documents'. If the FAQ does not resolve your queries, then call the Cleardocs helpline on 1300 307 343 and Cleardocs will put you in touch with a lawyer from Maddocks.

Questions or further information

If you have any questions, you can call Cleardocs on 1300 307 343.

Cleardocs will answer all your administrative queries. These include, queries about our service, our website, registering as a user, payment or feedback.

Maddocks will answer all your questions about the nature, content, use, consequences, drafting and effectiveness of our documents.

All the legal information contained in this document is provided by our lawyers at Maddocks.

THE CHEDID FAMILY SUPERANNUATION FUND (Fund)

Death Benefit Agreement

- This Agreement, executed as a deed, is between the Fund's trustee listed below and the Fund's member listed below.
- This Agreement is an addition to the "Superannuation Trust Deed for a Self-Managed Fund" for the Fund (**Deed**). It has effect in the way described in Part H of that Deed. This Agreement is not a binding death benefit notice given in accordance with regulation 6.17A of the *Superannuation Industry (Supervision) Regulations*. Therefore:
 - 1 it continues in force until amended or terminated; and
 - 2 it does not end after 3 years as binding death benefit notices are required to do by the law.
- On execution, this Agreement forms part of the Deed.
- The member directs the trustee that, on the member's death, the persons named in the following table are to receive the proportion specified in that table of any benefit that is payable:

| Person | Relationship to member | Proportion of death benefit |
|-------------------------------|------------------------|-----------------------------|
| JASON CHEDID | BROTHER | 100% |
| Total (which must total 100%) | | 100% |

The trustee consents to acting on this direction as evidenced by it executing this Agreement.

If the member's death benefit is paid to the member's legal personal representative in accordance with this Agreement, then the member directs the representative to apply the funds for the sole benefit of the member's estate.

If compliance with superannuation law prevents any part of the benefit being paid to the named persons then that part of the benefit will be dealt with under Part H of the Deed.

The parties agree that:

- 1 the member may terminate this Agreement by serving a notice terminating the Agreement on the trustee;
 - 2 this Agreement may be replaced by the trustee and the member executing a later death benefit agreement at which time this Agreement terminates; and
 - 3 this Agreement is not terminated, varied or otherwise affected by any variation to the Fund's Deed from time to time, unless the trustee and the member expressly agree to the contrary.
- The details of the trustee are:
 - 1 Trustee Company Name: CHEDID FAMILY PTY LTD
 - 2 Trustee ACN: 605599764

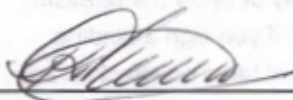
3 Trustee's Address: 10-12 GEORGE STREET
GRANVILLE, NSW 2142

- The member's name is: JAMIE CHEDID of Unit UNIT 1
31A PROVINCIAL STREET
AUBURN, NSW 2144

Executed by the parties as a deed:

Dated: 27/5/15

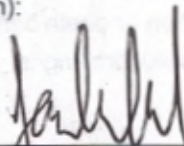
Signed sealed and delivered by
JAMIE CHEDID
in the capacity of member in the presence of:

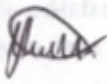

Signature of witness

Signature of individual

KAYIE CHEDID
Name of witness (please print)

Executed by
CHEDID FAMILY PTY LTD ACN 605599764,
in its capacity as trustee, in accordance with
section 127(1) of the *Corporations Act 2001*
(Cwth):


JAMIE CHEDID, director


JASON CHEDID, director

First Notice: The types of death benefit arrangements and the order in which they take effect
The Fund's Deed allows three types of death benefit payment arrangements. They, and the order in which they take effect, are as follows:

- the above form of **death benefit agreement** — which binds the trustee and which does not expire, see Part H of the Deed;
- **binding death benefit notices or binding nomination forms** — which bind the trustee but which expire after 3 years or earlier if replaced or revoked; and
- **non-binding nomination forms** — which do not bind the trustee but which do not expire until replaced or revoked.

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.

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| JAMIE CHEDID | BROTHER | 100% |
| Total (which must total 100%) | | 100% |

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- The details of the trustee are:
 - 1 Trustee Company Name: CHEDID FAMILY PTY LTD
 - 2 Trustee ACN: 605599764

3 Trustee's Address: 10-12 GEORGE STREET
GRANVILLE, NSW 2142

- The member's name is: JASON CHEDID of Unit UNIT 1
31A PROVINCIAL STREET
AUBURN, NSW 2144

Executed by the parties as a deed:

Dated:

27/5/15

Signed sealed and delivered by
JASON CHEDID
in the capacity of member in the presence of:



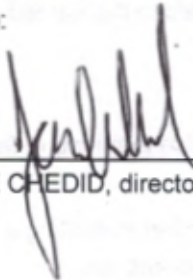
Signature of witness

Signature of individual

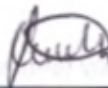
NATIE CHEDID

Name of witness (please print)

Executed by
CHEDID FAMILY PTY LTD ACN 605599764,
in its capacity as trustee, in accordance with
section 127(1) of the *Corporations Act 2001*
(Cwth):



JAMIE CHEDID, director



JASON CHEDID, director

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