

## Death Benefit Agreement – The Cunningham Superannuation Fund

**This Agreement, executed as a deed, is between the Fund's trustee listed below and the Fund's member listed below.**

1 This Agreement is an addition to the "Superannuation Trust Deed for a Self-Managed Fund" for the Fund: Private Property Solutions as trustee for The Cunningham Superannuation Fund. It has effect in the way described in Part 9 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:

1.1 it continues in force until amended or terminated; and

1.2 it does not end after 3 years as binding death benefit notices are required to do by the law.

2 On execution, this Agreement forms part of the Deed.

3 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
Jake William Cunningham	Son	100 %
Total (which must total to 100%)		100%

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

5 If compliance with superannuation law prevents any part of the benefit being paid to the named person, then that part of the benefit will be dealt with under Part 9 of the Deed.

6 The parties agree that:

6.1 the member may terminate this Agreement by serving a notice terminating the Agreement on the trustee; and

6.2 this Agreement may be replaced by the trustee and the member executing a later death benefit agreement at which time this Agreement terminates.

7 The details of the trustee are:

7.1 Trustee Company Name: Private Property Solutions

7.2 Trustee ACN: 105356492

7.3 Trustee Address :Po Box 164 Helensvale QLD 4212

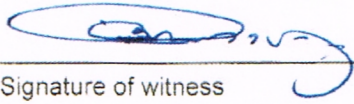
The member is:

7.4 Member's name and address: Sharon Maree Cunningham  
53 Philben Drive Ormeau QLD 4208  
Po Box 164 Helensvale QLD 4212

Signed sealed and delivered by  
Sharon Maree Cunningham



in the capacity of member in the presence of:



Signature of witness



Signature of member

STEPHEN HENNESSY

Name of witness (please print)

Dated: 27. 08. 2010

The common seal of Private Property  
Solutions  
ACN 105356492

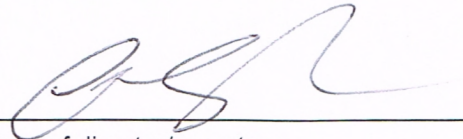
in its capacity as trustee, was affixed in  
accordance with section 127(2) of the  
Corporations Act 2001 (Cwth) in the presence  
of:



\_\_\_\_\_  
Signature of director/Sole director and sole  
company secretary

Sharon Cunningham

\_\_\_\_\_  
Name of director/Sole director and sole  
company secretary (please print)



\_\_\_\_\_  
Signature of director/secretary

Anthony Cunningham

\_\_\_\_\_  
Name of director/secretary (please print)

***[If the Fund's trustee is a company then use this sort of signing clause:***

Executed by  
Private Property Solutions

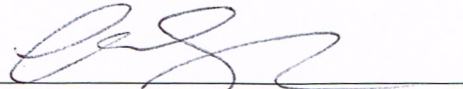
ACN 105356492 in its capacity as trustee, in  
accordance with section 127(1) of the  
Corporations Act 2001 (Cwth):



\_\_\_\_\_  
Signature of director/Sole director and sole  
company secretary

Sharon Cunningham

\_\_\_\_\_  
Name of director/Sole director and sole  
company secretary (please print)



\_\_\_\_\_  
Signature of director/secretary

Anthony Cunningham

\_\_\_\_\_  
Name of director/secretary (please print)

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**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 9 of the Deed;
- **binding death benefit notices** — 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: Consider consistency with pension terms**

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 consistent. If the member wants a reversionary pension to be paid to someone different than the person nominated in a death benefit nomination or death benefit agreement, then careful drafting is required and the parties should seek professional advice.