

03 June 2021

To: The Trustees
C/- Sawyer Pension Fund
92 Cole Street
WILLIAMSTOWN VIC 3016

Dear Kessada,

Sawyer Pension Fund - Death Benefit Agreement

Please find enclosed documentation creating a binding Death Benefit Agreement for your Self Managed Superannuation Fund. The binding Death Benefit Agreement reflects the information you supplied in the application request made by you.

The binding Death Benefit Agreement enclosed also has a default clause specifying that in the event that any or all persons listed in the Agreement predecease the Member, then the Member directs the Trustee to distribute that person's proportion of the Member's Death benefit to the Member's legal personal representative (be paid into the Member's estate and distributed in accordance with the Member's will).

You should seek legal or other professional advice before acting or relying on any information or material in this document, or as provided in the course of using ESUPERFUND's services.

Action Required

1. Please ensure that a witness signs the documentation where indicated noting that the witness must not be nominated under the Death Benefit Agreement to receive a benefit from the Sawyer Pension Fund.
2. Please forward the documentation termed "Documentation to be signed and forwarded to your Solicitor/Executor" to the Solicitor/Executor of your will.

Yours sincerely,

Client Services Team

ESUPERFUND

IMPORTANT INFORMATION ABOUT DEATH BENEFIT AGREEMENTS

The types of death benefit arrangements and the order in which they take effect

The trust deed titled "Superannuation Trust Deed for a Self-Managed Fund" for the Fund (Deed) allows three types of death benefit payment arrangements.

They, and the order in which they take effect, are as follows:

- death benefit agreements — which bind the trustee and which do not expire, see clause 9 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.

The binding Death Benefit Agreement enclosed is a death benefit agreement for the purposes of the Deed.

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 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.

Consistency of death benefit arrangements with pension terms

It is important to consider how the enclosed 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 Agreement has no effect in relation to that pension.

If you want 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 you should seek professional advice.

This information

This information is provided as general information only and has not been prepared to take account of your particular objectives or needs and is not suitable to be relied upon as legal advice. You should seek legal or other professional advice before acting or relying on any of this information. ESUPERFUND is not a law firm and cannot provide you with legal advice.

Sawyer Pension Fund

Documentation to be signed and retained by you

Date 03 June 2021

Death Benefit Agreement

Sawyer Pension Fund

The Member named in item 1 of the Schedule

and

The Trustee or Trustees named in item 2 of the Schedule

Sawyer Pension Fund (Fund)

Death Benefit Agreement

1. This Death Benefit Agreement (**Agreement**), executed as a deed, is between the Fund's member named in item 1 of the Schedule (**Member**) and the Fund's Trustee or Trustees named in item 2 of the Schedule (**Trustee**).
2. 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 clause 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 1994* (Cth). Therefore:
 - i. it continues in force until amended or terminated; and
 - ii. it does not end after 3 years as binding death benefit notices are required to do by the law.
3. On execution, this Agreement forms part of the Deed.
4. 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	Form in which benefit is to be received	Proportion of Death Benefit (%)
Kim Russell Sawyer Clarisse Kim Sawyer	Spouse Child Over 18	Pension Lump sum	80.00 20.00
Total (must total 100%)			100%

5. If any of the persons listed above predecease the Member, then the Member directs the Trustee to distribute that person's proportion of the Member's death benefit to the Member's legal personal representative.
6. The Trustee consents to acting on this direction as evidenced by it executing this Agreement.
7. 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.
8. 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 clause 9 of the Deed, except that if this Agreement, states that a benefit is to be paid as a pension, but the beneficiary cannot lawfully receive the benefit in that form, then the benefit is to be paid to that beneficiary as a lump sum.
9. The parties agree that:
 - i. the Member may terminate this Agreement by serving a notice terminating the Agreement on the Trustee;
 - ii. this Agreement may be replaced by the Trustee and the Member executing a later death benefit agreement at which time this Agreement terminates; and
 - iii. 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.

Sawyer Pension Fund (Fund)

Death Benefit Agreement Schedule

Member:		
1.	Name:	Kessada Sawyer
	Date of Birth:	08/12/1957

Trustees:		
2.	Name:	Kim Russell Sawyer
	Date of Birth:	13/11/1953
	Name:	Kessada Sawyer
	Date of Birth:	08/12/1957
	Name:	Clarisse Kim Sawyer
	Date of Birth:	01/02/2002

Executed by the parties as a deed:



Dated:

Signed sealed and delivered by **the Member**:



Signed:
Kessada Sawyer

WITNESS

I declare that the above statement was signed and dated by Kessada Sawyer in my presence and declare that I am over 18 and am not nominated to receive a benefit from Sawyer Pension Fund on the death of Kessada Sawyer.



Name of Witness

Address of Witness

Signature of Witness

Date

SIGNED SEALED AND DELIVERED by
the **Trustee** in the presence of:

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)
)

.....
Kim Russell Sawyer

SIGN HERE

.....
Signature of witness

.....
Name of witness (print)

SIGNED SEALED AND DELIVERED by
the **Trustee** in the presence of:

)
)
)

.....
Kessada Sawyer

SIGN HERE

.....
Signature of witness

.....
Name of witness (print)

SIGNED SEALED AND DELIVERED by
the **Trustee** in the presence of:

)
)
)

.....
Clarisse Kim Sawyer

SIGN HERE

.....
Signature of witness

.....
Name of witness (print)

Sawyer Pension Fund

Documentation to be signed and forwarded to your Solicitor/Executor

Date 03 June 2021

Death Benefit Agreement

Sawyer Pension Fund

The Member named in item 1 of the Schedule

and

The Trustee or Trustees named in item 2 of the Schedule

Sawyer Pension Fund (Fund)

Death Benefit Agreement

1. This Death Benefit Agreement (**Agreement**), executed as a deed, is between the Fund's member named in item 1 of the Schedule (**Member**) and the Fund's Trustee or Trustees named in item 2 of the Schedule (**Trustee**).
2. 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 clause 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 1994* (Cth). Therefore:
 - i. it continues in force until amended or terminated; and
 - ii. it does not end after 3 years as binding death benefit notices are required to do by the law.
3. On execution, this Agreement forms part of the Deed.
4. 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	Form in which benefit is to be received	Proportion of Death Benefit (%)
Kim Russell Sawyer Clarisse Kim Sawyer	Spouse Child Over 18	Pension Lump sum	80.00 20.00
Total (must total 100%)			100%

5. If any of the persons listed above predecease the Member, then the Member directs the Trustee to distribute that person's proportion of the Member's death benefit to the Member's legal personal representative.
6. The Trustee consents to acting on this direction as evidenced by it executing this Agreement.
7. 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.
8. 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 clause 9 of the Deed, except that if this Agreement, states that a benefit is to be paid as a pension, but the beneficiary cannot lawfully receive the benefit in that form, then the benefit is to be paid to that beneficiary as a lump sum.
9. The parties agree that:
 - i. the Member may terminate this Agreement by serving a notice terminating the Agreement on the Trustee;
 - ii. this Agreement may be replaced by the Trustee and the Member executing a later death benefit agreement at which time this Agreement terminates; and
 - iii. 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.

Sawyer Pension Fund (Fund)

Death Benefit Agreement Schedule

Member:		
1.	Name:	Kessada Sawyer
	Date of Birth:	08/12/1957

Trustees:		
2.	Name:	Kim Russell Sawyer
	Date of Birth:	13/11/1953
	Name:	Kessada Sawyer
	Date of Birth:	08/12/1957
	Name:	Clarisse Kim Sawyer
	Date of Birth:	01/02/2002

Executed by the parties as a deed:



Dated:

Signed sealed and delivered by **the Member**:



Signed:
Kessada Sawyer

WITNESS

I declare that the above statement was signed and dated by Kessada Sawyer in my presence and declare that I am over 18 and am not nominated to receive a benefit from Sawyer Pension Fund on the death of Kessada Sawyer.



Name of Witness

Address of Witness

Signature of Witness

Date

SIGNED SEALED AND DELIVERED by
the **Trustee** in the presence of:

)
)
)

.....
Kim Russell Sawyer

SIGN HERE

.....
Signature of witness

.....
Name of witness (print)

SIGNED SEALED AND DELIVERED by
the **Trustee** in the presence of:

)
)
)

.....
Kessada Sawyer

SIGN HERE

.....
Signature of witness

.....
Name of witness (print)

SIGNED SEALED AND DELIVERED by
the **Trustee** in the presence of:

)
)
)

.....
Clarisse Kim Sawyer

SIGN HERE

.....
Signature of witness

.....
Name of witness (print)