

## King Griffith Super Fund

### **Member Death Benefit Agreement for Self-Managed Superannuation Fund**

Prepared for **King Griffith Super Fund**  
Matter name **ASK**  
Prepared by **John Smith**  
Date downloaded **2 August, 2012 4:08 PM**

#### **What to do next**

##### **Before you print your document**

You must press "CTRL + A" then "F9" to repaginate the table of contents once you have opened this document. If you forget to do this, you may see errors in the Table of Contents when you print, and there will be important omissions in the clauses of the document itself.

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](http://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.

# King Griffith Super Fund (Fund)

## Death Benefit Agreement

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

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 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:

2.1 it continues in force until amended or terminated; and

2.2 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	Proportion of death benefit
Cheryl Anne King-Griffith	Spouse	100%
Total (which must total 100%)		100%

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

6 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 H of the Deed.

7 The parties agree that:

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

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

8 The details of the trustee are:

8.1 Trustee Company Name: Hudson Marine Pty. Ltd.

8.2 Trustee ACN: 126708610

8.3 Trustee's Address: 49 Hudson Parade  
Clareville, NSW 2107

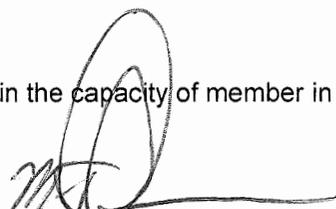
9 The member's name is: Mark Joseph Griffith of 49 Hudson Parade  
Clareville, NSW 2107

**Executed by the parties as a deed:**

Dated: 7. 8. 2012

Signed sealed and delivered by Mark Joseph Griffith in the capacity of member in the presence of:

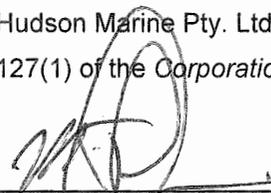
  
\_\_\_\_\_  
Signature of witness

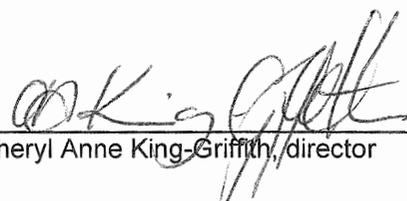
  
\_\_\_\_\_  
Signature of individual

Rebecca Lenard  
\_\_\_\_\_  
Name of witness (please print)

Executed by

Hudson Marine Pty. Ltd. ACN 126708610, in its capacity as trustee, in accordance with section 127(1) of the *Corporations Act 2001* (Cwth):

  
\_\_\_\_\_  
Mark Joseph Griffith, director

  
\_\_\_\_\_  
Cheryl Anne King-Griffith, director

**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** — 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.

# King Griffith Super Fund (Fund)

## Death Benefit Agreement

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

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 Part H of that Deed.

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2.1 it continues in force until amended or terminated; and

2.2 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	Proportion of death benefit
Mark Joseph Griffith	Spouse	100%
Total (which must total 100%)		100%

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

6 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 H of the Deed.

7 The parties agree that:

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

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

8 The details of the trustee are:

8.1 Trustee Company Name: Hudson Marine Pty. Ltd.

8.2 Trustee ACN: 126708610

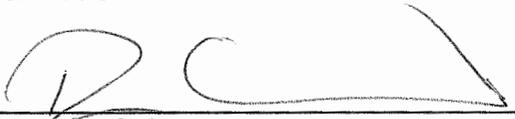
8.3 Trustee's Address: 49 Hudson Parade  
Clareville, NSW 2107

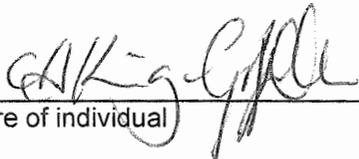
9 The member's name is: Cheryl Anne King-Griffith of 49 Hudson Parade  
Clareville, NSW 2107

**Executed by the parties as a deed:**

Dated: 7.8.2012

Signed sealed and delivered by Cheryl Anne King-Griffith in the capacity of member in the presence of:

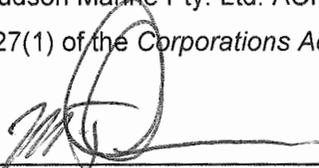
  
Signature of witness

  
Signature of individual

Rebecca Lenard  
Name of witness (please print)

Executed by

Hudson Marine Pty. Ltd. ACN 126708610, in its capacity as trustee, in accordance with section 127(1) of the *Corporations Act 2001* (Cwth):

  
Mark Joseph Griffith, director

  
Cheryl Anne King-Griffith, director

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- 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.