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BARRISTERS & SOLICITORS

National Law Firm

Head Office
18 Stirling Highway
Nedlands WA 6009

T: 1800 141 612

legalconsolidated.com.au

Your Reference SMSF Binding Death Benefit
 Nomination
Our Reference: 9581712085154

Thursday, 19 December 2020

SMSF Trustee Company Pty
57 Archer Road
Spring Farm NSW 2570
Australia

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<https://legalconsolidated.com.au/smsf->

[bdbn-intro/](#) – telephone us, we can help

you complete the questions. But start the

free building process first.

Dear Trustee,

**Self-Managed Superannuation Fund
Deed of Variation relating to dealing with Benefits
at death and a member's death
the Smith Family Super Fund Trust**

Attached to this letter is the **Self-managed Superannuation Fund Full Replacement Kit**.

How to print your document

Read through the minutes and deed carefully. Check that all the members are mentioned and all their details are correct in every way. When you and your accountant are satisfied that the document is correct:

1. Download the PDF (Do not print directly from the browser.)
2. Print the PDF Printer settings: A4 paper.
100% scale (turn off 'fit to page')
3. Print single sided (NOT duplex).
4. Once signed keep this cover letter with the Deed and minutes.
(However, do not staple the covering letter to the document.)

We confirm the Trustee is constituted by:

SMSF Trustee Company Pty Ltd of 57 Archer Road, Spring Farm NSW 2570,
Australia
ACN 348 575 439

(Trustee)

Being the Trustee of the Self-Managed Superannuation fund Deed entitled the Smith Family Super Fund (**Fund**) in which membership is comprised of:

John Wilson Smith of 21 Coast Avenue, Boomerang Beach NSW 2428, Australia

Jill Mary Smith of 21 Coast Avenue, Boomerang Beach NSW 2428, Australia

(Membership)

We enclose the:

1. Deed of Variation relating to dealing with Benefits at death and a member's death
2. forms and agreement required for:
 - (a) Non-Binding Nomination Form (not binding on Trustee)
 - (b) Binding Death Benefit Notice (binding on the Trustee, but expires after 3 years, unless renewed)
 - (c) Death Benefit Agreement (binding on Trustee and does not expire)
3. Supplemental Product Disclosure Statement

We confirm that we have not been instructed to give advice as to whether the trust deed that first established the Smith Family Super Fund or any variations (if any) since then allows for this Deed of Variation. We cannot comment on any papers, correspondence or documents (such as the Trust Deed and variations to the Trust Deed, if any, from time to time). We have provided no legal advice.

We confirm that we only act for the first named trustee in their capacity as trustee of the Self-Managed Superannuation Fund. At times that there is more than one trustee then the other trustees must seek their own independent legal advice. Further, to put the matter beyond doubt Legal Consolidated does not act for any members or related parties in any such capacities. All parties need to seek their own legal advice.

We confirm that you have received the law firm's Tax Invoice, which has been paid in full. Thank you.

This now concludes our instructions. If you require any further help, please contact us.

Yours sincerely,



LEGAL CONSOLIDATED BARRISTERS & SOLICITORS

Minutes to Accept the Deed of Variation The Smith Family Super Fund

Held at

Present:

SMSF Trustee Company Pty Ltd of 57 Archer Road, Spring Farm NSW 2570,
Australia
ACN 348 575 439

(Trustee)

John Wilson Smith of 21 Coast Ave

Jill Mary Smith of 21 Coast Avenue

(Membership)

Quorum: It was noted that a quorum was present.

Notice of Meeting: It was confirmed that the Smith Family Super Fund received notice of this meeting in accordance with the rules of the Super Fund to the meeting being held and waive the requirement of the meeting. It was resolved unanimously that the Super Fund be bound by the Deed of Variation regardless of any failure to give notice as required by the rules of the Super Fund.

The Deed of Variation to allow for variation of the Super Fund member's death and binding death benefit nomination in similar matters for the self-managed superannuation fund. The Deed of Variation for the Smith Family Super Fund was tabled.

It was resolved that:

1. No Trustee is a disqualified person
2. The Trustee accepts and agrees to the Deed of Variation
3. The Deed of Variation was tabled and has been duly executed.
4. The law firm preparing the Deed has advised that whether the SMSF Deed allows for the variation then they need to speak with their accountant
5. The Trustee and Members has spoken with the accountant including such persons that prepare the tax returns and confirmed that the Deed is correct.

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On our law firm's website, you:

1. Retain legal professional privilege

2. Receive legal advice document build.

3. Get a signed letter on our law firm's letterhead with the legal

4. We take responsibility for the legal document.

Only a law firm provides the above.

Adj Professor, Dr Brett Davies - Partner

There being no further business the meeting was declared closed.

Signed as a true and correct record of the meeting immediately after the meeting.

SMSF Trustee Company Pty Ltd (Trustee)

.....

Date: 20

John Wilson Smith (Member)

.....

Date: 20

Jill Mary Smith (Member)

.....

Date: 20

This is a sample of the SMSF Deed of Variation to allow for Non-lapsing Binding Nominations.

For can start the educational and free building process here:

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Deed of Variation for Binding Nominations for the Smith Family Super Fund

9581712085154

This Deed of Variation is made by:

SMSF Trustee Company Pty Ltd of 57 Archer Road, Spring Farm NSW 2570,
Australia
ACN 348 575 439

(Trustee)

1 Trust Variation

1. The Trustee is the current trustee of the self-managed superannuation fund known as the Smith Family Super Fund established in December 1991 as that deed is amended from time to time.
2. Current membership comprises of:
 - John Wilson Smith of 21 Coast Avenue, Boomerang NSW 2570
 - Jill Mary Smith of 21 Coast Avenue, Boomerang NSW 2570
3. The Trustee has satisfied itself, or sought professional advice, that the Deed allows for variations, such as the variations contained in this Deed of Variation.
4. The Smith Family Super Fund contains assets and has not vested.
5. The Trustee varies the Deed effective from, unless the Trustee decides otherwise, when the Deed of Variation is signed (**Start Date**).

Binding death benefit nominations provide certainty. They ensure that upon your death, your super is paid according to your wishes and are not left to the trustee's discretion.

2 No Resettlement

1. This Deed of Variation is supplemental to the Deed. The Deed of Variation amends the Deed in all Australian jurisdictions as required to affect the variations relating to dealing with Benefits at death and a member's death (**Purpose**).
2. If any of the terms of the Deed are inconsistent with the terms of this Deed of Variation, then the terms of this Deed of Variation prevail to give full meaning and effect to the Purpose. However, this Deed in no way constitutes a resettlement of the Smith Family Super Fund or any part of it. If anything in the Deed of Variation establishes a resettlement of the Smith Family Super Fund then the applicable words are read down so as not to constitute a resettlement.
3. The law firm preparing this Deed has provided no legal advice.

3 Protecting grandfathered structures & defined benefits

In house asset rules

1. If any clause in this Deed of Variation adversely affects the grandfathering provisions for any structures or transactions that the Smith Family Super Fund has in place for the in-house asset rules including for sections 71A to 71E *Superannuation Industry (Supervision) Act 1993* then the offending words are

read down so as not to adversely affect any such transactions or structures that are in place.

Defined Benefit Pensions

1. Further, the Deed of Variation is read down to benefit pensions and any other pensions and defined benefit pension (under the Deed) is provided.
2. Should any inconsistency occur between the remaining provisions of this Deed of Variation, prevail.

Superannuation is for your retirement. However, a dead person no longer needs retirement money. Therefore, the Superannuation must leave the low taxation environment. It is paid out at death.

4 Dictionary

4.1 Unless a contrary intention appears:

Asset-test Exempt Pension includes a benefit under any law including under the *Social Security Act 1986*

Beneficiary a person immediately and absolutely entitled to a Benefit under this Deed for a member and it only includes a member where that member is immediately and absolutely entitled to a Benefit for another member

Benefit an amount payable out of the Fund to or for a member or Beneficiary

Dependant for a current or former member or Beneficiary, as the Trustee decides, and includes:

- (a) spouse
- (b) of any age, child (including a child born any time after death) and a step, ex nuptial, legally adopted, legally adopted out, genetically related offspring, related by DNA offspring, cloned, from (or partly from) the sperm or egg (frozen or otherwise) child
- (c) interdependency relationships
- (d) any other person who, in the Trustee's opinion, was partly or substantially, maintained, educated or dependent including as defined in the Tax Act or SIS Legislation (including regulation 6.21(2A) SIS Regulations)
- (e) Nominated dependant
- (f) any person who can be paid a concessional taxed superannuation benefit on their death

Deed as defined above

Fund the superannuation fund established by the Deed known as the Smith Family Super Fund

Member is a person who is a member, from time to time, of the Smith Family Super Fund

Nominated dependant a person nominated (except in a death benefit notice) by a member as their 'nominated dependant'

Purpose as defined above

Responsible Authority as the case requires, the relevant body responsible for superannuation including the Australian Taxation Office, the Australian Prudential Regulation Authority and the Australian Securities & Investments Commission

SIS Act the *Superannuation Industry (Supervision) Act 1993*

SIS Legislation all superannuation acts, including, together with their regulations and administrative guidelines, including, by way of example:

- (a) SIS Act and SIS Regulations
- (b) *Superannuation Legislation (Consequential Amendments and Transitional Provisions) Act 2011*
- (c) *Superannuation (Financial Assistance) Act 1993*, *Superannuation (Resolution of Complaints) Act 1993*, *Superannuation (Rollover Benefits) Levy Act 1993*
- (d) *Superannuation Industry (Supervision) Act 1993*, *Superannuation Supervisory Levy Act 1993*
- (e) *Occupational Superannuation Standards Act 1993*
- (f) *Superannuation Act 2005*, *Superannuation Act 1976*
- (g) *Superannuation (Productivity Benefit) Act 1993*
- (h) *Superannuation Benefits (Supervisory) Act 1993*
- (i) *Superannuation (Family Law - Superannuation) Act 1996*, *Superannuation (Family Law - Superannuation) Act 1996*
- (j) *Superannuation Guarantee (Administration) Act 1992*

However, your Superannuation is not an estate asset. It does not automatically go into your Will. What happens if you have no binding nomination? The SMSF trustee pays out your Super as it sees fit.

SIS Regulations *Superannuation Industry (Supervision) Regulations 1994*

spouse includes spouse, widow, widower and defacto spouse, widow or widower of any sex including a non-member spouse also including within the meaning of that term under Part VIII B *Family Law Act 1975* or as defined under the SIS Legislation and a person involved with on a genuine domestic basis

Start Date unless the Trustee decides otherwise, the Deed of Variation starts when signed

Superannuation law includes:

- (a) SIS Legislation
- (b) any common law or law including the *Corporations Act 2001* and the *Social Security Act 1991*, relating to superannuation or the taxation of superannuation
- (c) any lawful requirement to the Fund by a Responsible Authority
- (d) any other body that has responsibility for the regulation of superannuation including an Asset-test Exempt Pension
- (e) changes to any superannuation law after the date of this Deed
- (f) any proposed law or lawful requirement that the Trustee believes may have retrospective effect

Tax Act *Income Tax Assessment Act 1936* and *Income Tax Assessment Act 1997* as appropriate

- 4.2 Unless the Trustee, from time to time, states otherwise, and subject to a contrary intention, these terms have the same meaning, as per the SIS Legislation, as the case requires:

interdependency relationship, non-binding nomination form, pension age, pension dependant, preservation age, regulated superannuation fund, self-managed superannuation fund

5 Deed subservient & augmented by legislation

- 5.1 At all times, the Deed and this Deed of Variation are interpreted so that the Smith Family Super Fund:

- (a) complies with the Superannuation law
 - (b) is construed as a qualifying self-managed superannuation fund
 - (c) qualifies for concessional tax treatment including under the Tax Act
 - (d) has its members and Beneficiaries re
 - (e) for income streams, qualifies as an A
 - (f) does not give rise to a fringe benefit v
(unless the employer expressly choos
 - (g) does not suffer a penalty on the Bene
dependant, Trustee or directors of a T
- (collectively **Requirements**)

- 5.2 To achieve the Requirements, from time to time:

- (a) the Deed and this Deed of Variation a
necessary
- (b) this Deed is deemed to contain any p
Superannuation law
- (c) this Deed is deemed not to contain any provision that is required to be
excluded by Superannuation law
- (d) Trustee and member rights, privileges, benefits, powers, authority,
permissions and the allowance of omissions, permitted under the
Superannuation law, are read into this Deed
- (e) Trustee and member mandatory requirements, actions, restrictions and
omissions, in the Superannuation law are read into this Deed
- (f) any covenant or other requirement made necessary by the
Superannuation law to be included in this Deed is deemed to be included
- (g) if the Superannuation law no longer requires any such covenant or
requirement to be so included then the covenant or requirement ceases
to be included
- (h) if any such covenant or requirement or its operation is pursuant to the
provisions of the Superannuation law modified then the Trustee is only
required to comply with the covenant or requirement as it may be so
modified
- (i) where there is a non-mandatory change to the Superannuation law,
which in the Trustee's view is beneficial to members, then the Deed is

If your super goes to an adult child then the tax rate can be 17% or 32% tax. A superannuation testamentary trust in your Will often reduces that non-dependency death tax to zero.

taken to be so amended so as to take advantage of these non-mandatory changes

- 5.3 The Superannuation law prevails over the terms of this Deed of Variation to the extent of any inconsistency.
- 5.4 The Deed of Variation is interpreted to avoid any illegality. If any clause is nonetheless illegal, it is severed from the Deed of Variation to the extent of the illegality.
- 5.5 The Deed of Variation is read down so that no mandatory taxation law, duty or impost (both State and federal) or Responsible Authority direction from time to time, is contravened that would lead to an unfavourable taxation position.
- 5.6 Irrespective of the Deed of Variation, the Trustee complies with (and is authorised to so act on) any mandatory directions of any Responsible Authority.
- 5.7 Every part of this Deed of Variation, every clause and term is subservient to the above clauses.

6 Trustee Powers

In augmentation of the powers set out in the Deed, the Trustee has more than one and, when a company, the directors and the powers of a natural person, company and as available to the Trustee. This is as though the Trustee had both legal and beneficial powers. In addition, the Trustee has the power to do all things necessary in an efficient and economical manner. Such power includes the power to do all things necessary in an efficient and economical manner, subject to direction of any other person in exercising a power, and the discretion to exercise the power or not exercise the power, ratifying, recalling, revoking, repairing, correcting, changing, confirming, action, non-action or decision. All Trustee decisions and actions under the interpretation of the Deed of Variation is final. To exclude the Trustee has the power to do also any of the following:

Payments and pensions

- 6.1 paying any Benefit, in kind, including a death benefit, which is not limited to:
 - (a) death
 - (b) paying a death benefit
 - (c) under a death benefit agreement
 - (d) binding death benefit notice (including a binding death benefit notice Regulations)
 - (e) a non-binding death benefit notice (including a non-binding death benefit notice Regulations) and non-binding nomination forms to any person, including a dependant, legal personal representative or any other person and where the requirement is binding on the Trustee then the Trustee must so comply
- 6.2 being bound to follow a binding death benefit agreement

Without a binding nomination, the Superannuation trustee has the unfettered discretion. This is to pay the benefits as it deems appropriate. The trustee:

- is only bound by the superannuation trust deed;*
- and*
- is not bound by any supplementary direction – your wishes and Will are not relevant.*

Death Benefit Agreement

- 6.3 to set up rules and forms for death benefit agreements including to deal with a notice given by a member or Beneficiary to the Trustee under Regulation 6.17A SIS Regulations

Varying the Trust

- 6.4 unless otherwise expressly stated, any variation of the Trust that adversely affect any death benefit agreement

7 Death Benefits

The Trustee must pay the full Benefit for the member's accumulation account, and any pension account residing in one or more pensions or annuities, or both. The Trustee pays the death benefit of a member under:

Death benefit agreement (binds Trustee)

- 7.1 On the death of a member or beneficiary who has given the Trustee a death benefit agreement:
- (a) the death benefit agreement prevails over any notice or non-binding nomination form
 - (b) the Trustee must pay, or apply, the relevant death benefit agreement

- 7.2 A death benefit agreement need only be signed by the member or beneficiary, and replaces any previous death benefit agreement. On signing, the terms of any death benefit agreement forms part of the Deed of Variation

- 7.3 If there is any inconsistency between the death benefit agreement and the remaining provisions of the Deed, then the terms of the death benefit agreement prevails to the extent of that inconsistency

- 7.4 If part of the death benefit agreement is invalid because it directs the Trustee to pay Benefits to a person to whom those death benefits may not be paid under Superannuation law, then such disallowed benefits are not so paid but applied as per the remainder of the death benefit agreement which remains valid or under the Superannuation law

Binding death benefit notices (binds Trustee but expires after 3 years)

- 7.5 After the death of a member or Beneficiary who has given the Trustee a binding death benefit notice (binding nomination forms) the Trustee must comply with that notice

Non-binding nomination forms (not binding on Trustee)

- 7.6 If after the death of a member or Beneficiary, not all death benefits are paid or applied under a death benefit agreement or binding death benefit notice, then

*Who is the trustee of your Self-Managed Super Fund?
Is your trustee your second wife? Is it only the children of your first marriage. It is just one of your children?
The Trustee can and often does, greedily transfer the superannuation just to themselves. This is unless you make a non-lapsing binding nomination.*

the Trustee pays or applies the relevant benefit as the trustee thinks fit under the SIS Legislation

Discharge of Trustee

- 7.7 If a Dependant, Beneficiary, legal personal representative or any other person receives any part of a Benefit then the Trustee is not responsible for that Benefit. The Trustee is not responsible for the liability for that Benefit. The Trustee is not responsible for the liability that is applied
- 7.8 The Trustee is at liberty to require any person to provide an indemnity and complete statutory declarations in relation to the benefit of the Trustee or any other person

Many SMSF Deeds state that a binding nomination can only be completed on the exact Nomination Form contained in the Deed.

However, most Nomination

Forms don't comply with the new laws. Therefore, it is impossible for that SMSF to have binding nominations.

8 Trustee

- 8.1 The Trustee may appoint any person as an administrator at any time, including the following:
- (a) a deceased member's legal personal representative as at the date of the member's death
 - (b) a member's legal personal representative or an enduring power of attorney for the member where the member has a legal disability
 - (c) a member's legal personal representative, parent or guardian including where the member is a minor
 - (d) a corporation, natural person or other entity

- 8.2 The Trustee is discharged from all liability for a Benefit where the Trustee pays the Benefit in good faith to a person or another person, on behalf of that person, they believe is entitled to it

9 Signing the Deed of Variation in different locations

The Deed of Variation may be executed by signing identical documents (counterpart)

10 Interpreting the Deed

In the Deed of Variation unless the context indicates a contrary intention:

- 10.1 headings are for convenience only and do not affect interpretation
- 10.2 a reference to a person includes a reference to: individual; body corporate (wherever incorporated); body politic; association of persons (whether incorporated or unincorporated) partnership; trust; superannuation fund, person in the capacity as a trustee, custodian or personal representative of a deceased estate
- 10.3 the plural includes the singular and vice versa and a reference to any gender includes every other gender or no gender
- 10.4 a reference to the Deed or Deed of Variation includes a reference to any amendment, novation, variation, supplemental deed or replacement from time to time

- 10.5 references to any party to this Deed of Variation permitted assigns
- 10.6 references to laws in the Deed of Variation re consistent with the overall purpose of the Deed an anomaly
- 10.7 reference to any statute, subordinate legislation statutes, subordinate legislation and instruments consolidating, re-writing, re-enacting or replacing a statute includes all subordinate legislation and subordinate statute
- 10.8 if any part of the Deed of Variation is invalid, the remainder of the Deed of Variation

Who gets my Super at death? You can only nominate a:

1. Superannuation dependent; or

2. Legal personal representative (which is the trustee in your Will)

Executed as a Deed on20.....

EXECUTED for and on behalf of
SMSF Trustee Company Pty Ltd
ACN 348 575 439

Member, by authority of its Directors in
accordance with section 127
Corporations Act 2001 (Cth)

Signature of Director or Secretary

Signature of Director (if a 2nd)

Information on who gets your Superannuation when you die

In dealing with your Superannuation funds under Superannuation laws, you can only nominate:

Individual

1. Your husband, wife, spouse, defacto spouse and you can have more than one).
2. Children including adopted, step, from your spouse under *Family Law Act 1975*.
3. Individuals that are 'financially dependent' on you at the time of your death (this can be a good friend's child that pays fees and giving other financial support). Superannuation laws are much wider, than under the taxation laws.
4. Someone in an 'interdependency relationship' with you (who live together), often with financial and domestic support – calculated at the moment of your death.

Legal Personal Representative

5. If you write in the exact expression 'Legal Personal Representative' (percentage you select) of your superannuation to be distributed under your Will, upon death. If you do not, it will be distributed according to a government administrator.

Can I nominate my friends?

Sorry, but the Superannuation law only allows direct nomination to a financially dependent and interdependency relationship. To get around this you can leave your Superannuation at death to your 'Legal Personal Representative'. You can then nominate such friends in your Will to receive your Superannuation; however, they may be subject to tax.

A 'dependent' includes:

1. your spouse and de facto (includes same-sex)
2. your children of any age (includes adopted)
3. any person financially dependent on you
4. any person in an interdependency relationship with you
5. your 'legal personal representative' – the executor in your Will (LPR).

Beneficiary Nomination - What happens to my Superannuation when I die?

'Death Benefit Table'

Person (full name) or, to leave it to your estate (Will) tick 'Legal Personal Representative'	Date of Birth	Rela (eg Spous depende re
<input type="checkbox"/> Legal Personal Representative	N/A	No

Your adult children pay 17% or 32% tax on your Superannuation. The death tax is on the concessional amount. Put a 'Superannuation Testamentary Trust' in your Will. The Super Testamentary Trust seeks to reduce death tax down to zero.

ONLY COMPLETE AND SIGN ONE OF THE THREE OPTIONS

Non-Binding Nomination Form (this direction is not binding)

I of being a member of the Smith Family Super Fund direct the Trustee of the Smith Family Super Fund that, on my death, the persons named in the above Death Benefit Table are to receive the percentage stated of the benefit payable upon my death. I acknowledge that this direction to the Trustee is a non-binding death benefit notice and that the Trustee retains the discretion as to how to apply any benefit payable on my death.

Signed on 20.... Member signature:

Witness Name: Witness signature:

Binding Death Benefit Notice (Binding on Trustee, expires after 3 years) Option Two

I of DOB: being a member of the Smith Family Super Fund direct the Trustee of the Smith Family Super Fund that, on my death, the persons named in the above Death Benefit Table (being one or more of my dependants or my legal personal representative) are to receive the percentage stated of the benefit payable upon my death. I acknowledge that this direction to the Trustee is a binding death benefit notice and the direction is binding on the Trustee.

Member Signature

We, the two witnesses below, declare that we are over 18 years of age, we are not mentioned or benefit under the Death Benefit Table and witnessed the Member signing this Notice in both our presence. All 3 of us were together during the entire signing.

Name of 1st Witness Signature of 1st Witness

Address of 1st Witness

Name of 2nd Witness Signature of 2nd Witness

Address of 2nd Witness

Death Benefit Agreement (this direction binds the Trustee and does not expire) Option Three

1. This deed is between (Member) of DOB:
 as member of the Smith Family Super Fund and the Fund's Trustee. In addition to the deed known as the self-managed superannuation deed, this deed is binding and does not expire. On signing this deed, the Member and the Trustee agree that the Superannuation Fund will be the Super Fund.
2. The Member directs the Trustee that, on the Member's death, the Trustee and the Trustee's Beneficiary Table (which is incorporated into this deed) receive the benefit of any benefit that is payable. The Trustee consents and is bound by the deed if the member was given information required to understand their rights to the death benefits. This includes advising the Trustee that the persons named in the deed are the personal representative of the member and that the proportion of the benefit is ascertainable.
3. If compliance with Superannuation law prevents any part of the benefit from being then that part of the benefit is dealt with under the Superannuation law. This deed is terminated by serving a notice terminating the deed on the Trustee. The deed is also terminated if the Trustee and the Member signing a later death benefit agreement, at which time this deed terminates.

Three things control where your Superannuation goes at death:

- 1. Trust Deed*
- 2. Trustee's discretion*
- 3. Binding Nominations*

Signed sealed and delivered as a deed on20.....

Member Signature

We, the two witnesses below, declare that we are over 18 years of age, we are not mentioned or benefit under the Death Benefit Table and witnessed the Member signing this Notice in both our presence. All 3 of us were together during the entire signing.

Name of 1st Witness Signature of 1st Witness

Address of 1st Witness

Name of 2nd Witness Signature of 2nd Witness

Address of 2nd Witness

Signed by the Trustee:
[When Trustees are individuals]

Trustee one name: Trustee one signature
Witness name: Witness Signature

Trustee two name: Trustee two signature
Witness name: Witness Signature

Trustee three name (if any): Trustee three signature
Witness name: Witness Signature

Trustee four name (if any): Trustee four signature
Witness name: Witness Signature

Trustee five name (if any): Trustee three signature
Witness name: Witness Signature

Trustee six name (if any): Trustee four signature
Witness name: Witness Signature

[When the Trustee is a company]

In the capacity of the trustee of the Smith Family Super Fund, the common seal of
.....ACN

in its capacity as trustee, under s127(2) *Corporations Act 2001* in the presence of:

.....
Director/Secretary

.....
Director (if any)

Witness Declaration - 1st Witness

I, Date of Birth
of in the State of state:

1. that on20..... I witnessed (**Member**) signing the attached Death Benefit Agreement between the Member and the Trustee of the Smith Family Super Fund as the First Witness.
2. that I also, at the same time, witnessed the signature of the other witness (**2nd Witness**) who also witnessed the Member's signature.
3. I confirm that all three of us, being myself, the Member and the 2nd Witness, were present at the same time during the entire signing process.
4. The Member stated that the Member understood the nature of the Death Benefit Agreement to both myself and the 2nd Witness.

5. I confirm that I am not related to the Member, not mentioned in the Death Benefit Agreement and have no pecuniary interest in the Member's Estate or superannuation benefits either directly or indirectly.

Signed, Sealed and Delivered as a deed on

1st Witness Name:

Name of person witnessing the

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<https://legalconsolidated.com.au/smsf-bdbn-intro/> - telephone us, we can help you complete the questions. But start the free building process first.*

Adj Professor, Dr Brett Davies - Partner

Witness Declaration - 2nd Witness

I, Date of Birth
of in the State of state:

1. that on20..... I witnessed (**Member**) signing the attached Death Benefit Agreement between the Member and the Trustee of the Smith Family Super Fund as the 2nd Witness.
2. that I also, at the same time, witnessed the signature of the other witness (**1st Witness**) who witnessed the Member's signature.
3. I confirm that all three of us, being myself, the Member and the 1st Witness, were present at the same time during the entire signing process.
4. The Member stated that the Member understood the nature of the Death Benefit Agreement to both myself and the 1st Witness.

5. I confirm that I am not related to the Member, not mentioned in the Death Benefit Agreement and have no pecuniary interest in the Member's Estate or superannuation benefits either directly or indirectly.

Signed, Sealed and Delivered as a deed on20...

2nd Witness Name: 2nd Witness Signature

Name of person witnessing the 2nd Witness signature in this declaration:

and signature:.....