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Your Reference: Self Managed Super Fund – Full Replacement
Enquiries: Adj Professor, Dr Brett Davies
Direct Telephone: 1800 141 612
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Monday, 22 March 2022

Alexander Christopoulos
15 Grace Place
Watsonia VIC 3087
Australia

Anastasia Christopoulos
15 Grace Place
Watsonia VIC 3087
Australia

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telephone us, we can help you
complete the questions.

Adj Professor, Dr Brett Davies - Partner

Dear Trustee,

Full Replacement Update Deed of Variation Self-Managed Superannuation Fund Compliance Certificate

Thank you for instructing us to prepare the attached **Self-managed Superannuation Fund Full Replacement**.

How to print your document

When you are satisfied that the document is according to your instructions please:

1. Download the PDF (Don't 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 covering letter with the document
(However, do not staple the covering letter to the document.)

We confirm that we act for:

Alexander Christopoulos of 15 Grace Place, Watsonia VIC 3087, Australia

Anastasia Christopoulos of 15 Grace Place, Watsonia VIC 3087, Australia

(collectively Trustee)

Being the Trustee of the Self-Managed Superannuation Fund Deed entitled the Christopoulos Retirement Fund (**Fund**) in which membership is comprised of:

Alexander Christopoulos of 15 Grace Place, Watsonia VIC 3087, Australia

Anastasia Christopoulos of 15 Grace Place, Watsonia VIC 3087, Australia

(collectively **Membership**)

We confirm that we have been instructed to prepare and now enclose:

1. The Deed of Variation to update and replace previous deeds for the Fund.
2. 'Annexure A' of the Deed of Variation which sets out the Fund's replacement rules under Australian laws which updates the indefinitely continuing self-managed superannuation fund known as the Christopoulos Retirement Fund as the SIS Legislation allows to provide Benefits to members, old age pensions and other purposes permitted under the Superannuation law.
3. Minutes of acceptance by the Trustee.
4. Product Disclosure Statement.

We further confirm that:

1. The Deed of Variation empowers and authorises the Trustee to enter into and bind the Fund for borrowing arrangements compliant with establishing limited recourse borrowing arrangements under section 67A *Superannuation Industry (Supervision) Act 1993 (SISA)*. The Trust Deed also contains clauses to allow ease of Super Fund borrowing including:
 - (a) charging of assets
 - (b) appointment of a custodian
 - (c) creation, maintenance and dissolving bare trusts without triggering adverse Capital Gains Tax consequences
 - (d) the ability to invest in any permissible assets including property
 - (e) compliance with major banks requirements for the applicable SIS and ATO requirements
 - (f) authorising the Trustee (and while a company, its directors) to enter into transactions despite any conflict of interest and duty that may arise on the part of the Trustee
2. For the implementation of the borrowing arrangement, we confirm that the Trust Deed is drafted so as not to breach:
 - (a) the exception to the prohibition on borrowing
 - (b) sole purpose test
 - (c) related party acquisition restrictions
 - (d) in-house asset restrictions
 - (e) arm's length dealing requirements
 - (f) prohibition on charging fund assets
 - (g) prohibition on providing financial assistance to members
 - (h) investment strategy requirements
 - (i) Trustee covenants (section 52 of SISA)

We can't comment on any papers, correspondence or documents (such as subsequent variations to this Deed of Variation, if any, from time to time, or to the Deed or Deeds prior to the Deed of Variation).

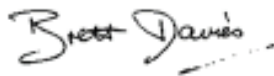
We confirm that we have not been instructed to give advice as to whether the trust deed that first established the Christopoulos Retirement Fund or any variations, if any, since then allows for this Deed of Variation.

This letter is based on the assumption that the Deed of Variation and signatures in the Deed of Variation are genuine.

Conclusion

This now concludes the matter. Thank you for your instructions.

Yours sincerely,



Adj Professor, Dr Brett Davies, CTA, AIAMA, BJuris, LLB, LLM, MBA, SJD
National Taxation Partner
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Depending how you answer the questions the document and our letter may be different.

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*Dr Brett Davies
Partner
Legal Consolidated Barristers & Solicitors*

Minutes to Accept the Deed of Variation

Held at

Present:

Alexander Christopoulos of 15 Grace Place, Watsonia VIC 3087, Australia
Anastasia Christopoulos of 15 Grace Place, Watsonia VIC 3087, Australia
(collectively **Trustee**)

Alexander Christopoulos of 15 Grace Place, Watsonia VIC 3087, Australia
Anastasia Christopoulos of 15 Grace Place, Watsonia VIC 3087, Australia
(collectively **Membership**)

Quorum: It was noted that a quorum was present at the meeting.

Notice of Meeting: It was confirmed that the Trustee received notice of this meeting and that there is unanimous consent to the meeting being held and waive the requirement for any specified period of the notice of the meeting. It was resolved unanimously that the meeting is validly constituted regardless of any failure to give notice as required under the *Corporations Act*.

The Deed of Variation for the self-managed superannuation fund known as the Christopoulos Retirement Fund was tabled.

It was resolved that:

1. The Trustee confirms capacity at law to act as Trustee of the Christopoulos Retirement Fund.
2. No Trustee is a disqualified person under the SIS Regulations.
3. The Trustee accepts and agrees to be bound by the Deed of Variation.
4. The Deed of Variation was tabled and is adopted to govern the superannuation fund and has been duly executed.
5. All previous deeds are to be retained as they continue to be required to comply with the SIS Regulations.

As comprising the current membership of the Christopoulos Retirement Fund copies of the Deed of Variation and all annexures, including the Product Disclosure Statement, were provided to the member(s):

Alexander Christopoulos of 15 Grace Place, Watsonia VIC 3087, Australia
Anastasia Christopoulos of 15 Grace Place, Watsonia VIC 3087, Australia

There being no further business the meeting was declared closed.

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

Alexander Christopoulos (Trustee) Date: 20

Anastasia Christopoulos (Trustee) Date: 20

Alexander Christopoulos (Member) Date: 20

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On our law firm's website, you:

1. Retain legal professional privilege
2. Receive legal advice
3. Get a signed letter on our law firm's letterhead with the legal document
4. We take responsibility for the legal document

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Adj Professor, Dr Brett Davies – Partner



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Full Replacement Update Deed of Variation for the Christopoulos Retirement Fund

This Deed of Variation is made by:

Alexander Christopoulos of 15 Grace Place, Watsonia VIC 3087, Australia

Anastasia Christopoulos of 15 Grace Place, Watsonia VIC 3087, Australia

(collectively Trustee)

1 Trust Variation

- 1.1 The Trustees are the current trustees of the self-managed superannuation fund known as the Christopoulos Retirement Fund established by a deed of variation in August 2001 as that deed is amended from time to time (**Deed**).
- 1.2 Current membership comprises of:
 - Alexander Christopoulos of 15 Grace Place, Watsonia VIC 3087, Australia
 - Anastasia Christopoulos of 15 Grace Place, Watsonia VIC 3087, Australia
- 1.3 The Trustee has satisfied itself, or sought professional advice, that the Deed of Variation is for variations, such as the variations contained in this Deed of Variation.
- 1.4 The Christopoulos Retirement Fund contains assets and has not vested.
- 1.5 The Trustee varies the Deed effective from, unless the Trustee decides otherwise, when the Deed of Variation is signed (**Start Date**).
- 1.6 "Annexure A" forms part of this Deed of Variation.

SMSF laws change. Old deeds are dangerous. They contain irrelevant clauses. You risk using an illegal power. An old SMSF makes it harder for your accountant, financial planner and auditor to look after your SMSF.

2 No Resettlement

- 2.1 This Deed of Variation is supplemental to the Deed. This Deed of Variation amends the Deed in all Australian jurisdictions.
- 2.2 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 prevails. However, this Deed of Variation in no way constitutes a resettlement of the Christopoulos Retirement Fund or any part of it. If anything in the Deed of Variation establishes a resettlement of the Christopoulos Retirement Fund then the applicable words are read down so as not to constitute a resettlement.
- 2.3 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.
- 2.4 The Deed of Variation is read down so that no mandatory Superannuation law, 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.
- 2.5 Every part of this Deed of Variation, every clause and term is subservient to the above clauses.

3 Protecting grandfathered structures & defined benefits

In house asset rules

- 3.1 If any clause in this Deed of Variation adversely affects the grandfathered provisions for any structures or transactions that the Christopoulos Fund has in place for the in-house asset rules including for sections 71A to 71E of the *Superannuation Industry (Supervision) Act 1993* then the offending clause is read down so as not to adversely affect any such transactions or structures in place.

SMSF deeds should be permissive, not regimented.

Permissive deeds allow you to do whatever you like.

This is subject to the superannuation and trust laws.

Defined Benefit Pensions

- 3.2 The Deed of Variation is read down so as to preserve any payments or benefits under defined benefit pensions and any other pensions and payments. Any power to vary a defined benefit pension (under the Deed) is preserved.

Accrued Benefits preserved

- 3.3 This Deed of Variation is not intended to prejudicially affect or reduce any entitlement or Benefit that has accrued. This Deed of Variation is read down, as required, to give effect to this clause.

4 Replacement of the Deed

To continue to comply with the laws pertaining to superannuation, subject to the above, this Deed of Variation varies the Deed from the Start Date by replacing the terms of the Deed with the terms contained in the attached Self-Managed Superannuation Fund document marked as "Annexure A".

5 Signing the Deed of Variation in different locations

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

6 Interpreting the Deed

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

- 6.1 headings are for convenience only and do not affect interpretation
- 6.2 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
- 6.3 the plural includes the singular and vice versa and a reference to any gender includes every other gender or no gender
- 6.4 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
- 6.5 references to any party to this Deed of Variation include its successors or permitted assigns

- 6.6 references to laws in the Deed of Variation refer to those laws as amended as consistent with the overall purpose of the Deed of Variation and does not lead to an anomaly
- 6.7 reference to any statute, subordinate legislation or instrument includes all statutes, subordinate legislation and instruments amending, modifying, consolidating, re-writing, re-enacting or replacing them and a reference to a statute includes all subordinate legislation and instruments made under that statute
- 6.8 if any part of the Deed of Variation is or becomes invalid, then that does not affect the validity of the remainder of the Deed of Variation

Executed as a Deed on20.....

SIGNED, SEALED AND DELIVERED by
Alexander Christopoulos

Alexander C

(Signature of witness)

(Name of witness)

SIGNED, SEALED AND DELIVERED by
Anastasia Christopoulos

Anastasia Christopoulos

(Signature of witness)

(Name of witness)

In contrast, regimented deeds try and 'help' the trustee. They mention all the legal restrictions into the SMSF deed. Often the regimented deed quotes huge slaps of the legislation in the SMSF trust deed. Sadly, every time the laws change, you need to update a regimented deed.



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"Annexure A"

**Self-managed Superannuation Fund
Deed for the
Christopoulos Retirement Fund**

This Deed is for the Christopoulos Retirement Fund which is a self-managed superannuation fund, entered into, via the accompanying Deed of Variation, by:

Alexander Christopoulos of 15 Grace Place, Watsonia VIC 3087, Australia
Anastasia Christopoulos of 15 Grace Place, Watsonia VIC 3087, Australia
(collectively Trustee)

1 Trust

- 1.1 The Trustee confirms this indefinitely continuing self-managed superannuation fund known as the Christopoulos Retirement Fund as the SIS Legislation and provides Benefits to members, old age pensions and other purposes permitted under the Superannuation law.
- 1.2 The Trustee (acting jointly and unanimously at all times and when a court orders the directors acting jointly and unanimously) agrees to continue to manage the Fund and acknowledges that the Fund is vested in the Trustee under this Deed.
- 1.3 The Deed is interpreted so that it has the maximum flexibility of becoming any type of fund under the Superannuation law.

Permissive SMSF Deeds allow greater flexibility. They adapt to changes with minimal adjustment. Regimented SMSF deeds require almost constant monitoring, review and updating. This is to keep pace with changes to the legislation and case law.

2 Dictionary

2.1 Unless a contrary intention appears:

Asset-test Exempt Pension includes a benefit exempt from the assets test under the law including under the *Social Security Act 1991* and the *Veterans Entitlement*

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

Contributions gross contributions made to the Fund before tax under this Deed and other contributions, after tax, as the context requires

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

- 2.1.1 spouse
- 2.1.2 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
- 2.1.3 interdependency relationships
- 2.1.4 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*)
- 2.1.5 Nominated dependant
- 2.1.6 any person who can be paid a concessionally taxed superannuation benefit on their death

Deed this document for the Fund known as the Christopoulos Retirement Fund as amended from time to time

Expenses whether payable, likely to become payable, current, future, contingent or actual, all liabilities, costs and expenses in maintaining the Fund including, reimbursements, tax (including on contributions, shortfall components, surcharge and income, on unrealised gains, advanced tax instalments and notional surcharge amounts), tax credits, levies, charges, fees adjustment credits, roll-over payments, payment from a pension account, insurance and annuity policies, forfeited amounts, negative earnings, contributions splits, valuation deficiency, disposal losses and an equalisation account

Fund the superannuation fund known as the Christopoulos Retirement Fund

Member a person admitted as a member under the terms of the Deed, duly recorded as a member and has not ceased to be a member and currently:

Alexander Christopoulos of 15 Grace Place, Watsonia VIC 3087, Australia

Anastasia Christopoulos of 15 Grace Place, Watsonia VIC 3087, Australia

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

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

Roll-over includes a transitional employment termination payment made or received by the Trustee and a payment rolled-out of or in to a superannuation fund

Securities includes fully paid and partly paid shares, fully paid and partly paid stocks, debentures, notes, bonds, mortgages, options and other similar securities. Neither security nor registration is required

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

SIS Legislation all superannuation acts, including, together with 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 funding) Levy Act 1993, Superannuation (Resolution of Complaints) Act 1993, Superannuation (Rolled-Over Benefits) Levy Act 1993
- (d) Superannuation Industry (Supervision) Consequential Amendments Act 1993, Superannuation Supervisory Levy Amendment Act 1993
- (e) Occupational Superannuation Standards Amendment Act 1993
- (f) Superannuation Act 2005, Superannuation Act 1990, Superannuation Act 1976
- (g) Superannuation (Productivity Benefit) Act 1998
- (h) Superannuation Benefits (Supervisory Mechanisms) Act 1990
- (i) Superannuation (Family Law - Superannuation Act 1922) Orders 2004 and Superannuation (Family Law - Superannuation Act 1976) Orders 2004

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- (j) Superannuation Guarantee (Administration) Act 1992

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* or as defined under the SIS Legislation and a person involved with on a genuine domestic basis

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

- 2.2 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:

actuary, annuity, approved auditor, approved deposit fund, binding death benefit notice, cash, civil penalty order, eligible roll-over fund, gainful employment, growth pensions, interdependency relationship, mandated employer contributions, non-binding nomination form, pension age, pension dependant, preservation age, regulated superannuation fund, self-managed superannuation fund, shortfall component, superannuation fund, transition to retirement pension, unrestricted non-preserved benefit

and also under the Tax Act

approved deposit fund, excess contributions, member release authority, transitional employment termination payment

3 Deed subservient & augmented by legislation

- 3.1 At all times, this Deed is interpreted so that:

- 3.1.1 it complies with the Superannuation law
- 3.1.2 is construed as a qualifying self-managed superannuation fund
- 3.1.3 qualifies for concessional tax treatment including under the Tax Act
- 3.1.4 members and Beneficiaries retain entitlement to tax deductions
- 3.1.5 an income stream qualifies as an Asset-test Exempt Pension
- 3.1.6 nothing gives rise to a fringe benefit which is taxable to an employer (unless the employer expressly chooses to incur a fringe benefit tax)

3.1.7 a penalty is not imposed on the Trustee or directors of a Trustee
(collectively **Requirements**)

3.2 To achieve the Requirements, from time to time:

3.2.1 this Deed is read down and parts severed, as necessary

3.2.2 this Deed is deemed to contain any provision that is required by the
Superannuation law

3.2.3 this Deed is deemed not to contain any provision that is
excluded by Superannuation law

3.2.4 Trustee and member rights, privileges, benefits, powers
and the allowance of omissions, permitted under the Superannuation law
read into this Deed

3.2.5 Trustee and member mandatory requirements, actions
omissions, in the Superannuation law are read into this Deed

3.2.6 any covenant or other requirement made necessary by the
to be included in this Deed is deemed to be included

3.2.7 if the Superannuation law no longer requires any such
to be so included then the covenant or requirement ceases to apply

3.2.8 if any such covenant or requirement or its operation is
provisions of the Superannuation law modified then the Deed is taken
to comply with the covenant or requirement as it may be amended

3.2.9 where there is a non-mandatory change to the Superannuation law
the Trustee's view is beneficial to members, then the Deed is taken to be so
amended so as to take advantage of these non-mandatory changes

3.3 The Superannuation law prevail over the terms of this Deed to the extent of any
inconsistency.

3.4 The Deed is interpreted to avoid any illegality. If any clause is nonetheless illegal, it
is severed from the Deed to the extent of the illegality.

3.5 The Deed 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.

3.6 Irrespective of the Deed, the Trustee complies with (and is authorised to so act on)
any mandatory directions of any Responsible Authority.

3.7 Every part of this Deed, every clause and term is subservient to the above clauses.

4 Date Fund starts

4.1 Unless the law otherwise requires, the Fund starts on the date that the Trustee
states that the Fund started.

5 Trustee Powers

5.1 The Trustee (acting unanimously when more than one and, when a company, the
directors acting unanimously) has all the powers of a natural person, company and
as available under the Superannuation law. This is as though the Trustee had both
legal and beneficial ownership of the Fund. In addition, the Trustee has the power
to do all things necessary to manage the Fund in an efficient and economical

15 Reasons to update
your SMSF Deed:

1. Internally 'rollback'
pensions to
accumulation;
2. Segregate assets
between
accumulation and
pension phases;
3. Reject
contributions;
4. Refund
contributions;

manner. Such power includes, as the Trustee sees fit (not subject to direction of any other person in exercising any power), liberty and absolute discretion to exercise the power or not exercise the power. Such power also includes ratifying, recalling, revoking, repairing, correcting, changing and rectifying a previous action, non-action or decision. All Trustee decisions are final and binding. The Trustee's interpretation of the Deed is final. To exclude any possible doubt, the Trustee has the power to do also any of the following:

Membership

- 5.2 accepting or rejecting any person (including minors) as a member on any terms and subject to any requirements, information and completion of an application form set by the Trustee
- 5.3 deciding the date when a person becomes or ceases as a member, including backdating (if no date is decided then when the application for membership is accepted by the Trustee)
- 5.4 adding, removing, redefining, excluding and changing members and classes of members

Member Accounts

- 5.5 dealing with a member's entitlements and obligations in any way, including the setting up, crediting and debiting of accumulation, pension, reversionary pension, income, forfeiture, equalisation and other accounts and trusts (including bare and holding trusts) for any purpose including other accounts and trusts as mentioned in any Superannuation law and publications
- 5.6 establish a sub-account of any account (including the income account) and sub-trusts

Equalisation Account

- 5.7 setting up, crediting and debiting such equalisation, reserve and other accounts for any purpose, including:
 - 5.7.1 reserving strategies, including to smooth earnings and increasing the earning rate
 - 5.7.2 expenses
 - 5.7.3 services and professional services including advisory, financial planning, accounting and legal fees
 - 5.7.4 insurance premiums including life, trauma and disability payments
- 5.8 allocating, at any time, any equalisation amounts to other accounts

Dealings

- 5.9 dealing with, crediting, allotting to and debiting from a member's account (or rejecting) and making provision for, in any amount, in any time frame, from time to time, in proportion as the Trustee thinks fit, including:
 - 5.9.1 any amount standing to the Fund's credit on or after the date when this Deed starts and contributions (including cash, in specie, chose in action, other assets, classes of assets, investments, other Fund property held by the

Trustee, nominee or custodian) made, including when they have a negative value, including contributions by:

- (a) a member
- (b) a member's employer (without affecting the employment contract or termination of employment) including an employer subject to the requirements of the Superannuation Guarantee (Administration) Act 1992 (and for payments other than cash the Trustee may require the employer to pay any fringe benefit tax)
- (c) spouse
- (d) another member
- (e) another fund
- (f) government body
- (g) other persons including by gift or by will

- 5.9.2 earnings (including positive and negative) transferred from another fund
- 5.9.3 to underwrite and sub-underwrite risks, contingencies and liabilities under a superannuation arrangement conducted by an employer or other person, under an agreement for the transfer of employees to another fund
- 5.9.4 a forfeited amount allocated to the member
- 5.9.5 an amount transferred from any account including a pension account or reversionary pension account
- 5.9.6 commutation of a pension
- 5.9.7 insurance (group and individual) policy and annuity policy and other financial products
- 5.9.8 contribution split requests including, either a transfer or roll-over to another fund or establishing an entitlement to the benefits for the spouse or partner within the Fund and also including splits where the spouse or partner is not a member
- 5.9.9 allotting contributions or transfers to a member's spouse
- 5.9.10 income, profits, adjustment credits, valuation surplus, financial assistance (including Part 23 SIS Act)
- 5.9.11 allocating the Fund's positive or negative interim earning rate as adjusted (and the Trustee may take into consideration any provision or reserve for future contingencies)
- 5.9.12 interest, dividends, distributions, profits and other benefits of any kind arising from investments and accumulation of income
- 5.9.13 money, investments and other property received by the Trustee as a roll-over payment
- 5.9.14 shortfall components and financial assistance
- 5.9.15 dealing with or paying expenses including recovering, making provision for or adjustments from the Fund from any account the expenses

- 5. Deal with excess transfer balance tax and excess non-concessional contributions;
- 6. Allow income streams and Account-Based Pension (grandfathered);
- 7. Specify guardians for incapacity and death requires SMSF update;

Transfers from another fund

- 5.10 taking over or acquiring by transfer any part of the assets of another fund (the Trustee may decide that the person is treated as having been a member of the Fund from the time they became a member of the other fund) irrespective of whether the person has become a member of the Fund and dealing with the assets in any way

Transfer to another fund

- 5.11 transferring or rolling-over (including Part 24 SIS Act) to any fund or trust (including a successor fund to the Fund) any part of the Fund (cash or other investments) even where the member is not a member of that fund
- 5.12 a receipt from the secretary or any person of that fund discharges the Trustee from all liability and is a sufficient discharge

Payments, pensions and automatic updating

- 5.13 paying any Benefit, in kind, in cash or any form of property, in any way, by any means, including, as a lump sum, death benefit, pension (including an account based, transition to retirement, non-commutable, complying lifetime, non-commutable income stream, non-commutable pension, reversionary pension, complying market-linked income stream and growth) to a member and purchasing annuities for a member or, if applicable, a member's Dependant, including:
 - 5.13.1 making payments in stages, such as, an initial payment and then subsequent payments or instalments
 - 5.13.2 being wholly determined by reference to policies of life assurance
 - 5.13.3 financial assistance under part 23 SIS Act
 - 5.13.4 passing on to the recipient of that payment any benefit that would accrue to the Fund if a deduction were allowed including under sections 295-485 of the Income Tax Assessment Act 1997
 - 5.13.5 paying interest on the Benefit
 - 5.13.6 at any age, whether working full time or not, and including, but not limited to:
 - 5.13.7 after the member's retirement
 - 5.13.8 death
- 5.14 paying a death benefit or any Benefit under a death benefit agreement, binding death benefit notice (including under regulation 6.17A SIS Regulations), a non-binding death benefit notice (including under Part 2 of Schedule 2 SIS 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
- 5.15 allowing a member to use any lump sum benefit for a pension including all pensions referred to in this Deed
- 5.16 allowing a member to seek a withdrawal from the Fund or, conversely, retention and deferral of the payment of the Benefit
- 5.17 allowing a member roll-back or initiate an internal roll-over into the Fund
- 5.18 allowing a member to stop a pension or income stream and start a new pension or income stream for any purpose, including cash flow and estate planning
- 5.19 adjusting the Benefit where new or more correct information comes to hand
- 5.20 stop an income stream, commute and then restart the income stream or Benefit, allow for a commutation of a Benefit, income stream, any commutations of any nature, roll overs and transfers of income stream and lump sum between accounts
- 5.21 augmentation of all powers to allow for the Fund to deal with any new or amended rules or laws as required, mandatory or that may benefit the Fund under the Superannuation law, any other laws and any Australian Taxation Office publication, ruling or direction

- 5.22 allow for the commencement, subrogation, renunciation, roll over, transfer, acceleration, proportionation of any income including an income stream in the form of an account-based pension, reversionary pension including a transition to retirement income stream
- 5.23 being bound to follow a binding death benefit agreement and reversionary pension
- 5.24 power to convert a pension, of any nature (including an exempt current pension income), into a lump sum, whether by an election, minute or otherwise. This is for income tax purposes or any other purpose. This is irrespective of whether the Fund's exempt current pension decreases, including under Regulation 995-1.03. This is whether or not it is in compliance with section 295-390 *Income Tax Assessment Act 1997* or not. This is irrespective of whether the proportionate or any other method or methods are used or applied
- 5.25 to allow elections of any nature
- 5.26 being bound to follow any binding death benefit agreement or nomination

Payment to legally disabled

- 5.27 if the Trustee forms the opinion that a member or other person to whom the Benefit may otherwise be payable is:
 - 5.27.1 under a legal disability (including bankruptcy, threat of bankruptcy, minor, mental illness, drug addiction etc...); or
 - 5.27.2 is unable for any reason to satisfactorily deal with the Benefit, then the Trustees may retain or apply the Benefit, in any way including:
 - 5.27.3 to any Dependant of the member or other person
 - 5.27.4 for or towards that member's maintenance, education, advancement, accommodation, general wellbeing or otherwise in any form,
 - 5.27.5 to any of the member's family, including spouse, parents, brothers, sisters, grandparents, lineal descent, any person who appears to be a guardian of the member, any person who appears to have the care of the member or any person who appears to be paying the member's expenses

- 8. Identify the Power of Attorney when living overseas for more than 2 years;
- 9. Resettle pensions with flexible timing without mingling with accumulation account;
- 10. Allow reversionary beneficiary nominations;

Payment to a Bankrupt

- 5.28 irrespective of the above clause, while a member or Beneficiary is or, in the Trustee's view, at risk of entering into bankruptcy then, without reference to that member or Beneficiary, the Trustee must for that member:
 - 5.28.1 not increase that pension
 - 5.28.2 reduce any pension payments to the minimum amount
 - 5.28.3 not commute any pension
 - 5.28.4 not distribute any of the Fund that may come under the control of the trustee in bankruptcy

Family Law matters

- 5.29 complying with a payment splitting agreement (including deferred payment split), payment flagging agreement and court orders including a court order under Part VIIIB *Family Law Act*

Authorised investments & activities

5.30 investing any Fund assets anywhere in Australia, in anything, anywhere in the world and outer space, whether linked to the Fund or not, irrespective of whether the Trustee or a member has a direct or indirect interest and may benefit directly or indirectly, whether or not authorised by the law, in any form on any terms, and otherwise deal with the Fund in anyway including:

- 5.30.1 life, life endowment, term, trauma or other policy, trusts and common funds, deposits and loans (with or without security), real and personal property (whether income earning or otherwise and whether wasting or not), shares (unlisted or listed on any stock market), stocks, notes, options, debentures and other securities, options (including put and call), hedging contracts, derivatives, futures contracts, hedging, currency exchanges, warrants and other financial instruments
- 5.30.2 enter into, manage and vary any arrangement relating to interest rates, interest rate caps, collars, floors or swaps, a rate agreement and any other financial risk management a
- 5.30.3 both permissible and non-permissible investments under a Australian or overseas jurisdiction
- 5.30.4 real, personal, chattels and choses in actions (including co and Securities) and improvements thereto
- 5.30.5 open and operate bank accounts (including friendly society other body) to draw, make, accept, endorse, discount, exe otherwise deal with all forms of negotiable or transferable i enter into any bill facilities or other form of banking facilities
- 5.30.6 deposit securities, Securities, documents of title to any rea chattels with a bank, trust, company, investment broker or part of the world
- 5.30.7 exercise all rights and perform all duties of holding shares, stock or debentures in any company
- 5.30.8 purchase, acquire, sell, transfer, hire, lease, dispose of, manage, divide, encumber or otherwise deal with any chose in action, real or personal property and any other fund asset
- 5.30.9 enter into any contract, arrangement or agreement with any person (including a member or Trustee) for the sale, letting or other dealing with the Fund, or to provide any goods or services by or from that person or Beneficiary
- 5.30.10 establish, purchase, acquire, promote or conduct any company, business, undertaking or scheme and either solely or with any person and to sell, transfer, dispose of or wind-up any such company, business, undertaking or scheme
- 5.30.11 employ any person (including a Beneficiary or Trustee) to carry on any business or to do anything (whether in connection with matters under this deed, or otherwise), for remuneration or otherwise
- 5.30.12 appropriate, wholly or partly, any Fund asset to satisfy any interest a person may have in the assets of the trust or any benefit determined to be paid to or apply for the benefit of, a Beneficiary

- 11. Provide for CGT relief;
- 12. Deal with segregated and unsegregated assets;
- 13. Cease or keep Transition to Retirement Income Streams;

- 5.30.13 units (including sub-units) in a unit trust by subscription or purchase (including joint subscription or purchase), fully paid or partly paid, irrespective of whether their issue involves a contingent or reserve liability
- 5.30.14 futures, options, synthetic investments, hedging, swapping, policies, insurance policies, annuities, instalment warrants, receipts
- 5.30.15 deposits and loans (secured or not) with a bank, friendly society, building society, credit co-operative, trustee company, and any registered or unregistered financial institution or any person
- 5.30.16 mortgage, lien, pledge, charge, guarantee (including the member, Trustee and other persons providing personal guarantees and other covenants) any of the Fund assets, or future Fund assets, or otherwise including for the security for any borrowing, raising, facility, gearing, guarantee, indemnity, lease, underwriting and contractual obligations including for the performance of any person's contractual obligations, plus borrowing and raising money from any person (including the Trustee or member), with or without security on any basis, based on the lending bank requirements, irrespective of whether the Fund is in accumulation or pension phase, including:
- (a) via an overdraft
 - (b) on a full, part or limited recourse or instalment
 - (c) via a limited recourse borrowing arrangement
 - (i) a bare trust, holding trust or custodian;
 - (ii) borrowings under Part 7 and sections 6for any reason or purpose including:
 - (d) to enable the Trustee to pay a surcharge or advance instalment, including under the *Superannuation Contributions Tax (Assessment and Collection) Act 1997*
 - (e) enable the Trustee to settle a transaction including to acquire any of the securities listed in section 67(3)(a) SIS Act
 - (f) to purchase or gear any current or future Fund asset
 - (i) provide financial assistance in any form, including a loan, to a member, relative of a member, Beneficiary, Dependant or Trustee
 - (ii) allowing members to choose between investment strategies
 - (iii) investing in anything set out in the investment strategy, including in assets that allow
 - (g) investing in a way to maximise member returns taking into account the risk associated with the investment
 - (h) diversification and the benefits of investing across a number of asset classes in a short, medium or long-term investment strategy

Build SMSF Full Replacement Deed:

<https://www.legalconsolidated.com.au/>

[smsf-full-replacement-intro/](https://www.legalconsolidated.com.au/smsf-full-replacement-intro/)

No conflict of interest

- 5.31 to ignore the fact that the Trustee may have a direct or indirect interest in the exercise of that power, or may benefit directly or indirectly from its exercise including where the Trustee obtains or may obtain an interest or benefit as a director, officer, shareholder, partner, unitholder or beneficiary of a third party with whom the Trustee enters into a transaction, arrangement or becomes involved

Death Benefit Agreement

- 5.32 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

- 5.33 vary this Deed orally, by oral declaration, written resolution, minute or deed, prospectively or retrospectively, except a variation cannot reduce or adversely affect the rights or amount of a member to accrued entitlements or Benefits that have already arisen
- 5.34 unless otherwise expressly stated, any variation of the Deed does not vary any death benefit agreement or payment of pension

Insurance against Fund losses

- 5.35 take out insurance for a potential liability against the Trustee, member or Fund for any reason including as a result of any act or omission

Winding up the Fund

- 5.36 to wind up the Fund at any time and for any reason (including members) pursuant to any rules set out by the Trustee

Applicable law

- 5.37 from time to time, stating the law that governs this Deed, and statement then the Deed is governed by the law of the location of the Trustee's address in this Deed and the parties consent to the jurisdiction by the courts of that place

14. Calculate member balances, across different funds; and

15. Calculate internal pension rollbacks to accumulation.

Appointing and Delegating

- 5.38 appointing and replacing (without the need to give reason or notice) any person including a valuer, auditor, administrator, administration manager, investment manager and custodian (including a custodian for any lending, lending trust, bare trust, limited recourse borrowing arrangement, property warrants and instalment warrant)
- 5.39 valuing, obtaining actuarial and adequacy certificates and auditing the Fund
- 5.40 delegating to another person, including one or more Trustees, any power or duty on any terms the Trustee thinks fit, including by appointing an attorney under a power of attorney and altering or revoking any delegation including any power of attorney
- 5.41 the Trustee is not bound to follow the advice of a person including a person the Trustee has appointed as an expert or otherwise

General Powers

- 5.42 stating business days and times it is available and unless otherwise stated 9am–5pm Monday to Friday excluding public holidays in all States and Territories of Australia
- 5.43 establishing a final and interim fund-earning rate
- 5.44 allowing an employer or any person to become a participating employer

- 5.45 where excess contributions (including excess contributions under sections 292-20 and 292-85 Tax Act) were accepted then releasing such funds to the member or any government authority, agency or Responsible Authority
- 5.46 initiating, conducting and settling legal proceedings

6 Forfeiting Benefits

- 6.1 A member forfeits a contingent, prospective or current entitlement Benefit if the Trustee determines that the member is declared or likely to be declared mentally ill or the member has no Dependants upon or after death. The Trustee applies the forfeited Benefits as the Trustee sees fit including to members, Forfeited Benefits Account or other account
- 6.2 The Trustee may apply the amounts in a Forfeited Benefits Account in anyway including to supplement member's Benefits

7 Death Benefits

- 7.1 The Trustee must pay the full Benefit for the member standing to the credit of the accumulation account, and any pension account residue either as a lump sum, or as one or more pensions or annuities, or both. The Trustee pays the death benefit on the death of a member under:

Death benefit agreement (binds Trustee don't expire)

- 7.2 On the death of a member or Beneficiary who has a death benefit agreement, the death benefit agreement prevails over any binding death benefit nomination form
- 7.3 the death benefit agreement prevails over any binding death benefit nomination form
- 7.4 the Trustee must pay, or apply, the relevant Benefit according to the death benefit agreement
- 7.5 A death benefit agreement need only be signed by the Trustee or the member or Beneficiary, and replaces any previous death benefit agreement. Upon signing, the terms of any death benefit agreement form part of the Deed
- 7.6 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
- 7.7 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 under Superannuation law, then such disallowed benefits are not so paid under Superannuation law per the remainder of the death benefit agreement which remains valid under Superannuation law

Pre-2012 SMSF Deeds fail to deal with 10 issues:

1. clauses requiring the Trustee to do something that is no longer legal or beneficial
2. 'regimented' with unnecessary rules v's 'permissive' that are silent as to what must be done. This allows the SIS Legislation to automatically apply

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

- 7.8 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
- 7.9 Non-binding nomination forms (not binding on Trustee)

- 7.10 If after the death of a member or Beneficiary, not all death benefits have been paid or applied under a death benefit agreement or binding death benefit notice, then the Trustee must pay or apply the relevant Benefit in the way the trustee thinks fit under the SIS Legislation

Discharge of Trustee

- 7.11 If a Dependant, Beneficiary, legal personal representative, relative or other person receives any part of a Benefit then that discharges the Trustee from liability for that Benefit. The Trustee is not responsible for seeing how the Benefit is applied
- 7.12 The Trustee is at liberty to require any person who may receive a Benefit to provide a guarantee and indemnity on any terms for the benefit of the Trustee or any other person

8 Trustee

- 8.1 The Trustee may appoint any person as an additional or a replacement Trustee at any time, including the following:
- 8.1.1 a deceased member's legal personal representative including from the date of the member's death
 - 8.1.2 a member's legal personal representative, including while they hold an enduring power of attorney for the member or while the member is under a legal disability
 - 8.1.3 a member's legal personal representative, parent or guardian including where the member is a minor
 - 8.1.4 a corporation, natural person or other entity
- 8.2 No person dealing with the Trustee need be concerned to inquire into the adequacy of the powers of the Trustee for any dealing or the exercise by the Trustee of any of the Trustee's powers, authorities and discretions
- 8.3 No security or Security given is invalid because of an error or omission whether of law or fact on the part of the Trustee or its legal adviser or any breach of duty or trust whatsoever
- 8.4 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
- 8.5 The Trustee is at liberty to require any person to provide a guarantee and indemnity and complete statutory declarations on any matter, on any terms for the benefit of the Trustee or any other person
- 8.6 Neither the Trustee nor its employees are liable for anything done or not done in connection with acting as Trustee, and are indemnified from the Fund with a lien on the Fund, unless:
- 8.6.1 the Trustee failed to act honestly
 - 8.6.2 the Trustee intentionally or recklessly failed to exercise a reasonable degree of care
 - 8.6.3 the Trustee incurred a monetary penalty under a civil penalty order under the Superannuation law

- 8.7 The Trustee is not taken to be in contravention of the Deed or in breach of trust if the Trustee does or omits to do anything that is in contravention of covenant or requirement if the contravention is waived by the Responsible Authority
- 8.8 The Trustee may exercise any power or action (and also record it) orally, by oral declaration, written resolution, minute or deed, prospectively or retrospectively

9 Members & Beneficiaries

- 9.1 A person becoming or seeking to become a member is bound by this Deed
- 9.2 No Beneficiary has any interest, claim, right, estate or title in any part of the Fund, Fund income or any other income
- 9.3 No Beneficiary is under any obligation to personally indemnify or be a creditor of the Fund or any sub-trust established under this Deed for any loss, damage or expense either incurred or suffered in connection with the Deed. The Trustee is unable to exercise against a Beneficiary any right of subrogation or indemnity
- 9.4 The member, Beneficiary, Dependant, employer and any other person who provides information that it has or can obtain, produces such evidence, completes forms, does such acts and executes such documents that in the Trustee's opinion, necessary or desirable for any reason, including the efficient administering of the Fund. The Trustee may act on that information if it is required to verify the information

3. *increased concessional contribution cap*
4. *insurance cover – removing from trust deed out of date conditions*
5. *losing pension at death or if the minimum payment not made*

10 Notices

- 10.1 Any notice or other written communication is given to a person if it is handed to the person or delivered to the person's last known address via Australia Post or by any other means

11 No Partnership

- 11.1 The Deed does not create the relationship of partners, or of principal and agent, between the Trustee and the members nor as between each other

12 Signing the Deed in different locations

- 12.1 The Deed may be executed by executing identical documents (counterpart)

13 Interpreting the Deed

- 13.1 In the Deed unless the context indicates a contrary intention:
- 13.1.1 headings are for convenience only and do not affect interpretation
 - 13.1.2 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
 - 13.1.3 the plural includes the singular and vice versa and a reference to any gender includes every other gender or no gender

- 13.1.4 a reference to the Deed includes a reference to any amendment, novation, variation, supplemental deed or replacement from time to time
- 13.1.5 references to any party to this Deed include its successors or permitted assigns
- 13.1.6 references to laws in the Deed refer to those laws as amended as consistent with the overall purpose of the Deed and does not lead to an anomaly
- 13.1.7 reference to any statute, subordinate legislation or instrument includes all statutes, subordinate legislation and instruments amending, modifying, consolidating, re-writing, re-enacting or replacing them and a reference to a statute includes all subordinate legislation and instruments made under that statute
- 13.1.8 if any part of the Deed is invalid, that does not affect the validity of the remainder of the Deed

Bind with the SMSF Deed and Print out as required, from time to time
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	Relationship to me (eg Spouse, child, financially dependent, interdependency relationship)	Percentage of my Death Benefit
			%
			%
			%
			%
			%
<input type="checkbox"/> Legal Personal Representative	N/A	Not applicable	%
The total must equal			100%

ONLY COMPLETE AND SIGN ONE OF THE THREE OPTIONS BELOW:

Non-Binding Nomination Form (this direction is not binding on the Trustee) Option One

I of
 being a member of the Christopoulos Retirement Fund direct the Trustee of the Christopoulos Retirement 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 nomination and that the Trustee retains the discretion as to how to apply any benefit payable upon my death.

Signed on 20.... Member signature:

Witness Name: Witness signature:

- 6. excess concessional contributions taxed at member's marginal rate (-15% offset)
- 7. Investment Strategy after the ATO's new Audit approach

Binding Death Benefit Notice (Binding on Trustee, expires a ...)

I of DOB:
 being a member of the Christopoulos Retirement Fund direct the Trustee of the Christopoulos Retirement 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 never expires) Option Three

1. This deed is between (Member) of DOB: as member of the Christopoulos Retirement Fund and the Fund's Trustee as named below.
2. This deed is an addition to the deed known as the self-managed superannuation deed called the Christopoulos Retirement Fund
3. This deed is not a binding death benefit notice given (including 6.17A Superannuation Industry (Supervision) Regulations). The deed is terminated and it does not end after 3 years as binding death benefit notice.
4. On signing this deed, this deed forms part of the Christopoulos Retirement Fund
5. The Member directs the Trustee that, on the Member's death, the Trustee must ensure that the Beneficiary or Beneficiaries named in the Benefit Table (which is incorporated into this deed) receive the benefit that is payable.
6. The Trustee consents to act on the direction and confirms that the Trustee is required to understand their right to require the Trustee to provide information to the Trustee that the persons nominated must be a dependant or the Member and that the proportion of the benefit is certain or readily ascertainable.
7. If compliance with Superannuation law prevents any part of the benefit from being paid then that part of the benefit is dealt with under the Superannuation law.
8. The Member may terminate this deed by serving a notice terminating the deed. The deed may be replaced by the Trustee and the Member signing a later deed which terminates this deed.

- 8. report assets at market value and leaving the mechanism for the Accountant
- 9. allowing remuneration for non-trustee duties
- 10. allowing for non-lapsing Death Benefit 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

[When the Trustee is a company]

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 Christopoulos Retirement Fund as the 1st Witness.
 2. that I also, at the same time, witnessed the signature of the other witness (2nd the Member's signature.
 3. I confirm that all three of us, being myself, the Member and the 2nd Witness, were present during the entire signing process.
 4. The Member stated that the Member understood the nature of the Death Benefit Agreement as 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: 1st Witness Signature
Name of person witnessing the 1st Witness signature in this declaration:
and signature:.....

Witness Declaration - 2nd Witness

I, Date
of in the State of

1. that on20..... I witnessed (**Member**) signing the attached Death Benefit Agreement between the Member and the Trustee of the Christopoulos Retirement 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:.....

Resettlement of an SMSF occurs when a new 'trust estate' is created out of an old trust. When this occurs, the trustee is considered to have disposed of the assets in the old trust. Accordingly, a new trust is created. This results in significant negative tax implications.

Information on who gets your Superannuation when you die

Under the Superannuation laws, you can only nominate:

Individual

1. Your husband, wife, spouse, defacto spouse and same sex partners (suffice to say you can have more than one)
2. Children including adopted, step, from your spouse and other children under the *Family Law Act 1975*
3. Individuals that are 'financially dependent' on you – calculated at the moment of your death (this can be a good friend's child that you have been paying fees and giving other financial supports). Superannuation law defines 'financially dependent' more widely, than under the taxation system.
4. Someone in an 'interdependency relationship' with you (such as a partner who live together, often with financial and domestic support between them) – calculated at the moment of your death

Legal Personal Representative

1. If you write in the exact expression 'Legal Personal Representative' in your Will, the percentage you select, of your superannuation goes, at death, to the named person in your Will to be distributed under your Will. If you have no valid Will, the superannuation is distributed to the administrator to be distributed according to a government formula.

Can I nominate my friends?

Sorry, but the Superannuation law only allows direct nomination to a spouse, 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, there is no risk of resettlement under the High Court authority of Commercial Nominees (2010). Our letter of advice, expressly states there is no resettlement. This is for your Financial Adviser and Accountants due diligence files.

Keep this form with your SMSF Deed and copy it, if and when new members join your fund.

Membership Application to the Christopoulos Retirement Fund

Member Applicant Full Name: Alexander Christopoulos

Date of Birth: 13 March 1970

Address of new Member: 15 Grace Place, Watsonia VIC 3087, Australia

Employer (if any): _____ **Trustee's Tax File No. (TFN):** _____

1. After reading, keeping a copy of and understanding the Christopoulos Retirement Fund Deed (**Deed**) and Product Disclosure Statement, I agree to be bound by the Deed and the Superannuation law as defined in the Deed
2. I consent to my tax file number being made available to the Trustee, government authorities and professional advisers. I **enclose** a signed Tax File Number Declaration (available from the ATO in hard copy only ordering at https://www.ato.gov.au/uploadedFiles/Content/IND/Downloads/TFN_declaration_for_m_N3092.pdf).
3. I am aware of the other members of the fund and their relationships to me including, any employee and employer relationship and family relationship and acknowledge that I am not a disqualified person under the SIS Regulations.
4. I have read, understood and signed the attached ATO's Trustee Declaration (Download Trustee Declaration from https://www.ato.gov.au/uploadedFiles/Content/SPR/Forms/Trustee%20declaration_SPR_n71089_19272.pdf)
5. Below I have ticked (and **enclosed** the completed document) on how I choose to deal with any Superannuation (death benefit) that I may have left when I die:
 - **death benefit agreement** which binds the Trustee and does not expire
 - **binding death benefit notices** (binding nomination forms) which bind the trustee but which expire after 3 years unless renewed
 - **non-binding nomination forms** which do not bind the Trustee and don't expire

Signed by the applicant Alexander Christopoulos

..... Date:

Keep this form with your SMSF Deed and copy it, if and when new members join your fund.

Membership Application to the Christopoulos Retirement Fund

Member Applicant Full Name: Anastasia Christopoulos

Date of Birth: 27 November 1975

Address of new Member: 15 Grace Place, Watsonia VIC 3087, Australia

Employer (if any): _____ Trustee's Tax File No. (TFN): _____

6. After reading, keeping a copy of and understanding the Christopoulos Retirement Fund Deed (Deed) and Product Disclosure Statement, I agree to be bound by the Deed and the Superannuation law as defined in the Deed

7. I consent to my tax file number being made available to the Trustee, authorities and professional advisers. I **enclose** a signed Tax File Number Declaration (available from the ATO in hard copy only ordering at https://www.ato.gov.au/uploadedFiles/Content/IND/Downloads/TFN_m_N3092.pdf).

8. I am aware of the other members of the fund and their relationships to any employee and employer relationship and family relationship and that I am not a disqualified person under the SIS Regulations.

9. I have read, understood and signed the attached ATO's Trustee Declaration (Download Trustee Declaration from https://www.ato.gov.au/uploadedFiles/Content/SPR/Forms/Trustee%20Declaration%20Form%20PR_n71089_19272.pdf)

10. Below I have ticked (and **enclosed** the completed document) on how I deal with any Superannuation (death benefit) that I may have left when I die

- **death benefit agreement** which binds the Trustee and which doesn't expire
- **binding death benefit notices** (binding nomination forms) which bind the trustee but which expire after 3 years unless renewed
- **non-binding nomination forms** which do not bind the Trustee and don't expire

Updating your SMSF Deed through Legal Consolidated does not result in the resettlement of your SMSF. We retain those parts of the old Deed required to not affect a resettlement. This is based on both the legislation and previous court decisions.

Signed by the applicant Anastasia Christopoulos

..... Date:

Keep this form with your SMSF Deed and copy it, if and when new members join your fund.

Membership Application to the Christopoulos Retirement Fund

Member Applicant Full Name: _____ Date of Birth: _____

Address of new Member: _____

Employer (if any): _____ Trustee's Tax File No. (TFN): _____

1. After reading, keeping a copy of and understanding the Christopoulos Retirement Fund Deed (Deed) and Product Disclosure Statement, I agree to be bound by the Deed and the Superannuation law as defined in the Deed
2. consent to my tax file number being made available to the Trustee, government authorities and professional advisers. I **enclose** a signed Tax File Number Declaration (available from the ATO in hard copy only ordering at https://www.ato.gov.au/uploadedFiles/Content/IND/Downloads/TFN_declaration_for_m_N3092.pdf).
3. I am aware of the other _____ to me including, _____ and acknowledge that I am not a disqualified person.
4. I have read, understood and agree to the _____ Declaration (Download Trustee Declaration https://www.ato.gov.au/Content/IND/Downloads/TFN_declaration_for_m_N3092.pdf).
5. Below I have ticked (and signed) _____ how I choose to deal with any Superannuation (death benefit) that I may have left when I die:
 - (a) **death benefit agreement** which binds the Trustee and does not expire
 - (b) **binding death benefit notices** (binding nomination forms) which bind the trustee but which expire after 3 years unless renewed
 - (c) **non-binding nomination forms** which do not bind the Trustee and don't expire

You can build this document here:

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Signed by the applicant

..... Date: