

# Carter Woodgate

CERTIFIED PRACTISING ACCOUNTANTS

CARTER WOODGATE Pty Ltd ACN 082 287 821 ABN 72 980 687 609

Directors:  
L. R. CARTER, CPA  
B.R. WOODGATE, CPA  
Consultants:  
R. J. WOODGATE, FCPA

Office:  
Unit 4 4-10 FARRALL ROAD, MIDVALE, W.A.  
P.O. BOX 1156, MIDLAND, W.A. 6936  
TELEPHONE: (08) 9250 2144  
FAX: (08) 9250 2150  
EMAIL: admin@carterwoodgate.com.au

OUR REF:

YOUR REF:

1 July 2010

The Trustees  
The Brenton Tyler Superannuation Fund  
Post Office  
Dardanup WA 6236

Dear Trustees

## **ENGAGEMENT LETTER**

Australian Auditing Standards require that there must be a clear understanding in writing between the auditor and the client as to the extent of audit duties. Accordingly, we set out details of our responsibilities as auditors.

### **Audit of Financial Statements**

In accordance with section 113 of the Superannuation Industry (Supervision) Act 1993 (SIS), the financial statements of a regulated superannuation fund must be audited by an approved auditor. The auditor must give the trustees a report on the financial statements in the approved form within the prescribed time after the year of income to which the financial statements relate.

We direct your attention to the fact that it is the trustees' responsibility for the maintenance of adequate accounting records and internal controls, the safeguarding of superannuation fund assets, the selection of accounting policies and the preparation of financial statements and returns. The trustees are required to keep minutes of meetings, reports and records of changes of trustees for a period of at least ten years.

Our audit will be conducted in accordance with Australian Auditing Standards to provide reasonable assurance as to whether the financial statements are free of material misstatement.

In forming our opinion of the financial statements, we will perform sufficient tests to obtain reasonable assurance as to whether:

- (i) The underlying accounting records are reliable and adequate as a basis for the preparation of the financial statements: and

- (ii) The financial position of the fund at balance date and the results for the year then ended are properly disclosed in the financial statements.

As part of our audit process, we may request from the trustees written confirmation concerning representations made to us in connection with the audit.

Because of the test nature and other inherent limitations of an audit together with the inherent limitations of any system of internal control, there is an unavoidable risk that even some material misstatement, fraud or irregularity may remain undiscovered.

In relation to tax effect accounting we will only audit the workings if the amounts are material.

### **Audit of SIS Compliance**

For the 2009/10 year of income, we are required to express an opinion on compliance with certain aspects of SIS. Our report must refer to the following sections and regulations:

Sections 52(2)e, 52(2)d, 62, 65, 66, 67, 69-71e, 73-75, 80-85, 103, 106, 109, 111, 112, 113(1A), 121

Regulations 4.09, 5.08, 6.17, 7.04, 13.12, 13.13, 13.14

### **Report on Significant Matters**

Under section 129 of SIS we are required to report to you in writing, if during the course of, or in connection with, our audit, we become aware of any contravention of the Act or Regulations which we believe has occurred, is occurring or may occur.

We are also required to report any breach to the Regulator, the Australian Taxation Office.

We are also required under section 130 to report to you if we believe the fund may be, or may be about to become, in an unsatisfactory financial position. If we are not satisfied with your response as trustees as to the action taken to rectify the situation or we receive no such response, we are obliged to report the matter to the Australian Taxation Office. All auditors have these responsibilities.

In addition to our report on the financial statements, we will also report to you any material weakness in the fund's system of accounting and internal control which comes to our notice during the course of our audit.

### Warranty by Trustees

The Trustees warrant, unless otherwise advised, that the fund has not received a notice of non-compliance.

### Deed

The Trustees agree to provide the Auditor with an original Deed and any amending Deeds. In particular in any year of benefit payment i.e. commencement of pension, or lump sum withdrawal, the Trustee is to again present for audit the original Deed and any amendment.

### Fees

Our fees are based on the time required by the individuals assigned to the engagement plus direct out of pocket expenses. Our budgeted fee for the audit of the fund for the year ended 30 June 2010 is \$300 (plus GST), and will be included in your annual fee amount.

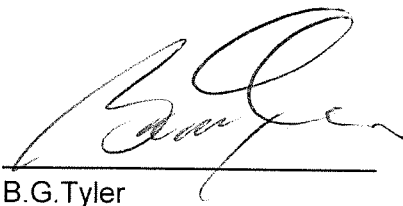
We would appreciate acknowledgment if the terms and conditions set out in this letter are not to your satisfaction.

Yours faithfully

---

Bradley R. Woodgate

BS  
K



---

B.G. Tyler

# Carter Woodgate

CERTIFIED PRACTISING ACCOUNTANTS

CARTER WOODGATE Pty Ltd ACN 082 287 821 ABN 72 980 687 609

Directors:  
L. R. CARTER, CPA  
B.R. WOODGATE, CPA  
Consultants:  
R. J. WOODGATE, FCPA

Office:  
Unit 4 4-10 FARRALL ROAD, MIDVALE, W.A.  
P.O. BOX 1156, MIDLAND, W.A. 6936  
TELEPHONE: (08) 9250 2144  
FAX: (08) 9250 2150  
EMAIL: admin@carterwoodgate.com.au

OUR REF:  
YOUR REF:

31<sup>st</sup> October 2016

Directors of the Corporate Trustee  
The Brent Tyler Superannuation Fund  
RMB 247 Ferguson Road  
WELLINGTON MILL WA 6236

Dear Directors of the Corporate Trustee

## ENGAGEMENT LETTER

### The objective and scope of the Audit

You have requested that we audit the (The Brent Tyler Superannuation Fund) (the Fund):

1. Financial reports, which comprises the statement of financial position, and the operating statements and the notes to the financial statements; and
2. Compliance during the audit period with the requirements of the Superannuation Industry (Supervision) Act 1993 (SISA) and SIS Regulations (SISR) specified in the approved form auditors report as issued by the ATO, which are sections 17A, 35A, 35B, 35C(2), 52(2)(d), 52(2)(e), 62, 65, 66, 67, 67A, 67B, 69-71E, 73-75, 80-85, 103, 104A, 109 and 126K of the SISA and regulations 1.06(9A), 4.09, 4.09A, 5.03, 5.08, 6.17, 7.04, 13.12, 13.13, 13.14, 14, and 13.18AA of the SISR.

We are pleased to confirm our acceptance and our understanding of this agreement by means of this letter. Our audit will be conducted pursuant to the SISA with the objective of our expressing an opinion on the financial reports and the fund's compliance with the specified requirements of SISA and SISR.

### The Responsibilities of the auditor

We will conduct our financial audit in accordance with Australian Auditing Standards and our compliance engagement in accordance with applicable Standards on Assurance Engagements, issued by the Auditing and Assurance Standards Board (AUASB). These standards require that we comply with relevant ethical requirements relating to audit and assurance engagements and plan and perform the audit to obtain reasonable assurance whether the financial report is free from material misstatement and that you have complied, in all material respects, with the specified requirements of the SISA and SISR.

The annual audit of the financial reports and records of the Fund must be carried out during and after the end of each year of income. In accordance with section 35 of the SISA, we are required to provide to the trustees of the Fund an auditor's report in the approved form within the prescribed time as set out in the SISR, being a day before the latest date stipulated by the ATO for lodgement of the fund's Annual Return.

### **Financial audit**

A financial audit involves performing audit procedures to obtain audit evidence about the amounts and disclosures in the financial report. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial report, whether due to fraud or error. A financial audit also includes evaluating the appropriateness of the financial reporting framework, accounting policies used and the reasonableness of accounting estimates made by the trustees, as well as evaluating the overall presentation of the financial report. Due to the test nature and other inherent limitations of an audit, together with the inherent limitations of any accounting and internal control system, there is an unavoidable risk that even some material misstatements may remain undiscovered.

In making our risk assessments, we consider internal controls relevant to the fund's preparation of the financial report in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the fund's internal controls. However, we expect to provide you with a separate letter concerning any significant deficiencies in the fund's system of accounting and internal controls that come to our attention during the audit of the financial report. This will be in the form of a trustee letter.

### **Compliance engagement**

A compliance engagement involves performing audit procedures to obtain audit evidence about the fund's compliance with the provisions of the SISA and SISR specified in the ATO's approved form auditor's report.

Our compliance engagement with respect to investments includes determining whether the investments are made for the sole purpose of funding members' retirement, death or disability benefits and whether you have an investment strategy for the fund, which gives due consideration to risk, return, liquidity and diversification. Our procedures will include testing whether the investments are made for the allowable purposes in accordance with the investment strategy, but not for the purpose of assessing the appropriateness of those investments to the members.

### **The responsibilities of the trustees**

We take this opportunity to remind you that it is the responsibility of the trustees to ensure that the fund, at all times, complies with the SISA and SISR as well as any other legislation relevant to the fund. The trustees are also responsible for the preparation and fair presentation of the financial report.

Our auditor's report will explain that the trustees are responsible for the preparation and the fair presentation of the financial report and for determining that the accounting policies used are consistent with the financial reporting requirements of the SMSF's governing rules, comply with the requirements of SISA and SISR and are appropriate to meet the needs of the members. This responsibility includes:

- Establishing and maintaining controls relevant to the preparation of a financial report that is free from misstatement, whether due to fraud or error. The system of accounting and internal control should be adequate in ensuring that all transactions are recorded and that the recorded transactions are valid, accurate, authorised, properly classified and promptly recorded, so as to facilitate the preparation of reliable financial information. This responsibility to maintain adequate internal controls also extends to the Fund's compliance with SIS including any Circulars and Guidelines issued by a relevant regulator to the extent applicable. The internal controls should be sufficient to prevent and/or detect material non-compliance with such legislative requirements.
- Selecting and applying appropriate accounting policies.
- Making accounting estimates that are reasonable in the circumstances.
- Making available to us all the books of the Funds, including any registers and general documents, minutes and other relevant papers of all Trustee meetings and giving us any information, explanations and assistance we require for the purposes of our audit. Section 35C(2) of SIS requires that Trustees must give to the auditor any document that the auditor requests in writing within 14 days of the request.

As part of our audit process, we will request from the trustees written confirmation concerning representations made to us in connection with the audit.

Our audit report is prepared for the members of the Fund and we disclaim any assumption of responsibility for any reliance on our report, or on the financial report to which it relates, to any person other than the members of the fund, or for any purpose other than that for which it was prepared.

### **Independence**

We confirm that, to the best of our knowledge and belief, the engagement team meets the current independence requirements of the Code of Ethics for Professional Accountants, as issued by the Accounting Professional & Ethical Standards Board in relation to the audit of the fund. In conducting our financial audit and compliance engagement, should we become aware that we have contravened the independence requirements, we shall notify you on a timely basis.

### **Report on matters identified**

Under section 129 of the SISA, we are required to report to you in writing, if during the course of, or in connection with, our audit, we become aware of any contravention of the SISA or SISR which we believe has occurred, is occurring or may occur. Furthermore, you should be

aware that we are also required to notify the Australian Taxation Office (ATO) of certain contraventions of the SISA and SISR that we become aware of during the audit, which meet the tests stipulated by the ATO, irrespective of materiality of the contravention or action taken by the trustees to rectify the matter. Finally, under section 130, we are required to report to you and the ATO if we believe the financial position of the Fund may be, or may be about to become unsatisfactory. You should not assume that any matters reported to you, or that a report that there are no matters to be communicated, indicates that there are no additional matters, or matters that you should be aware of in meeting your responsibilities. The completed audit report may be provided to you as a signed hard copy or a signed electronic version.

### **Compliance program**

The conduct of our engagement in accordance with Australian Auditing Standards and applicable Standards on Assurance Engagements means that information acquired by us in the course of our engagement is subject to strict confidentiality requirements. Information will not be disclosed by us to other parties except as required or allowed for by law or professional standards, or with your express consent. Our audit files may, however, be subject to review as part of the compliance program of a professional accounting body or the ATO. We advise you that by signing this letter you acknowledge that, if requested, our audit files relating to this audit will be made available under these programs. Should this occur, we will advise you. The same strict confidentiality requirements apply under these programs as apply to us as your auditor.

### **Limitation of liability**

Our liability is limited by a scheme approved under Professional Standards Legislation. Further information on the scheme is available from the Professional Standards Councils' website. <http://www.professionalstandardscouncil.gov.au>.

### **Fees**

Our fees are based on the time required by the individuals assigned to the engagement plus direct out of pocket expenses. Our budgeted fee for the **audit of the fund** for the year ended 30 June 2016 is \$700 (plus GST), and will be included in your annual fee amount.

### **Warranty by Trustees**

The Trustees warrant, unless otherwise advised, that the fund has not received a notice of non-compliance.

### **Deed**

The Trustees agree to provide the Auditor with an original Deed and any amending Deeds. In particular in any year of benefit payment i.e. commencement of pension, or lump sum withdrawal, the Trustee is to again present for audit the original Deed and any amendment.

Confirmation of Terms


Please sign and return the attached copy of this letter to indicate that it is in accordance with your understanding of the arrangements. This letter will be effective for future years unless we advise you of its amendment or replacement, the engagement is terminated or you advise of any change.

If you would like to discuss any matters in relation to the terms of our engagement or the contents of this letter, please do not hesitate to contact the writer.

We would appreciate acknowledgment if the terms and conditions set out in this letter are not to your satisfaction.

Yours faithfully

  
\_\_\_\_\_  
Robert Woodgate

XBLS   
\_\_\_\_\_  
Brent Tyler



**INVESTMENT STRATEGY GUIDE**  
**The Brent Tyler Superannuation Fund**

---

**MEMBERS**

**Brenton George Tyler**

**TRUSTEES**

**Brent Tyler Holdings Pty Ltd ACN 137 510 877**

**Objectives**

The following investment objectives and strategies are in accordance with section 52(2)(f) of the *Superannuation Industry (supervision) Act, 1993* (SIS Act').

As a general investment objective, the Trustee aims to achieve reasonable medium to long term growth maintaining low levels of capital volatility and risk.

The Trustee however, accepts that volatility will occur within asset classes in the short- term but will seek sufficient diversification through the Fund's investment portfolio to minimize risk.

The Trustee aims to:

- Create superannuation Benefits to Members and their Dependents to meet their retirement needs; and
- Ensure that the allocations of resources are distributed amongst an appropriate selection of investments by the Fund to support the above objective.

**Investment Strategy**

The Trustee will determine the Fund's investment structure which may include but is not limited to all or one of the following:

- Stocks, derivatives, direct equities, divided reinvestment programs and rights issues;
- Property trusts and affiliated investments;
- Managed investments and affiliated products;
- Direct residential industrial or commercial property investment;
- The Fund may borrow to acquire the beneficial interest in listed Company shares provided the lender's rights on any default of the borrowing or the sum of the borrowing and charges related to the borrowing are limited to rights relating to those listed shares or any replacement to the listed shares.

- The Fund may borrow to acquire the beneficial interest in real estate, provided the lenders rights on any default of the borrowing or the sum of the borrowing and charges related to the borrowing are limited to rights relating to that real estate or any replacement to the real estate.
- Bank and other financial institution securities, term deposits, debentures, bonds and secured and unsecured notes; and
- Any other investment that does not breach the rules of the Fund.

The below listed range of investments are merely suggestive and is subject to the Trustee(s) discretion in varying the allocation of resources at any time if market conditions or other circumstances warrant a change.

However, if the Trustee wishes to venture into opportunities beyond the below listed parameters, the investment strategy of the Fund and all decisions made must then be fully revised and minuted.

The investment strategy of the fund is tabulated below in the following assets:

Asset	Range
Cash	30 %
Fixed interest Investment	%
Australian Equities	70 %
International Equities	%
Property, direct and indirect	%
Derivatives, options, futures, foreign currency, etc.	%
Other investments: collectables, arts, coins, etc.	%
<b>Total</b>	<b>100%</b>

The Trustee(s) may seek professional advice of accountants, solicitors or financial planners in the structure and planning of the investment strategy. The Trustee(s), in formulating the investment strategy, has taken into account the features of the investment types according to both the objectives and the superannuation laws summarized below:

- Investment risks and return;
- Liquidity and cash-flow requirements;
- Investment diversification;
- The Fund's ability to discharge liabilities

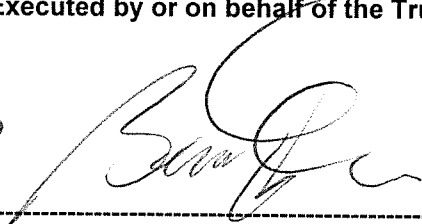
**Policies**

In order to achieve the objectives, the Trustees have agreed upon adopting the following policies:

- Regular monitoring of the Fund's investments performance covering the rate of return in income and capital growth, risk profile of the portfolio and the expected cash flow requirements.
- Revising the investment portfolio according to changes in market conditions.

The Trustee(s) will review the strategy at least annually, reserving the right to make changes when appropriate, and to ensure that investments align with the overall strategy

**Executed by or on behalf of the Trustee**

BG  
X  \_\_\_\_\_

\_\_\_\_\_ 5.1.11 2011 \_\_\_\_\_

**Brent Tyler Holdings Pty Ltd ACN 078 515 349**

**Date**



## Self-managed super fund trustee declaration

I understand that as an individual trustee or director of the corporate trustee of

Fund name

<i>BRENT TYLER SUPERANNUATION FUND</i>
--

I am responsible for ensuring that the fund complies with the *Superannuation Industry (Supervision) Act 1993* (SISA) and other relevant legislation. The Commissioner of Taxation (the Commissioner) has the authority and responsibility for administering the legislation and enforcing the fund's compliance with the law.

If I do not comply with the legislation, the Commissioner may take the following actions:

- ☒ impose administrative penalties on me
- ☒ enter into agreements with me to rectify any contraventions of the legislation
- ☒ disqualify me from being a trustee or director of a corporate trustee of any superannuation fund in the future
- ☒ remove the fund's complying status resulting in a significant tax penalty on the fund, and
- ☒ prosecute me under the law, resulting in fines or imprisonment.

I must keep myself informed of changes to the legislation relevant to the operation of my fund and ensure the trust deed is kept up to date in accordance with the law and the needs of the members.

### SOLE PURPOSE

I understand it is my responsibility to ensure the fund is maintained for the purpose of providing benefits to its members upon their retirement (or attainment of a certain age) or their beneficiaries if a member dies.

### TRUSTEE DUTIES

I understand that by law I must:

- ☒ act honestly in all matters concerning the fund
- ☒ exercise skill, care and diligence in managing the fund
- ☒ act in the best interests of all the members of the fund
- ☒ ensure that my money and other assets are kept separate from the money and other assets of the fund
- ☒ take appropriate action to protect the fund's assets (for example, have sufficient evidence of the ownership of fund assets)
- ☒ not enter into any contract, or do anything, that would prevent me from, or hinder me in, properly performing or exercising my functions or powers as a trustee or director of the corporate trustee of the fund
- ☒ prepare and implement an investment strategy that takes the whole of the fund's circumstances into account, which includes, but is not limited to
  - the risks associated with the fund's investments
  - the likely return from investments, taking into account the fund's objectives and expected cash flow requirements
  - investment diversity and the fund's exposure to risk due to inadequate diversification, and
  - the liquidity of the fund's investments having regard to the fund's expected cash flow requirements in discharging its existing and prospective liabilities, and
- ☒ allow all members of the fund to have access to information and documents as required, including details about
  - the financial situation of the fund
  - the investments of the fund, and
  - the members' benefit entitlements.

### Investment restrictions

I understand that, as a trustee or director of the corporate trustee of the fund, subject to certain limited exceptions specified in the law, I am prohibited from the following:

- ☒ lending money of the fund to, or providing financial assistance to, a member of the fund or a member's relative (financial assistance means any assistance that improves the financial position of a person directly or indirectly, including the provision of credit)
- ☒ acquiring assets (other than listed securities, business real property or managed funds) for the fund from members or associates or other related parties of the fund
- ☒ borrowing money (or maintaining an existing borrowing) on behalf of the fund except in certain limited recourse borrowing arrangements
- ☒ having more than 5% of the fund's total assets at any time of the year as loans to, or investments in, related parties of the fund (including trusts) and assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party (these assets are in-house assets), and
- ☒ entering into investments on behalf of the fund that are not made or maintained on an arm's length (commercial) basis, ensuring that the purchase or sale price of the fund's assets reflect market value.

**Accepting contributions and paying a benefit**

I understand that I can only accept contributions and pay benefits (pensions or lump sums) to members or their beneficiaries when the conditions specified in the law and the fund's governing rules (including its trust deed) have been met.

**Administration**

I understand that the trustees of the fund must:

- ☒ keep and retain for at least 10 years
  - minutes of all trustee meetings at which matters affecting the fund were considered.(this includes investment decisions and decisions to appoint members and trustees)
  - records of all changes of trustees, including directors of the corporate trustee
  - each trustee's consent to be appointed as a trustee of the fund or a director of the corporate trustee, and
  - all trustee declarations
- ☒ ensure that the following are prepared and retained for at least 5 years
  - a statement of financial position
  - an operating statement, and
  - accounts and statements that correctly record and explain the transactions and financial position of the fund
- ☒ notify us within 28 days of any changes in
  - trustees, directors of the corporate trustee or members of the fund
  - fund name
  - details of the contact person, contact phone and facsimile numbers, and
  - the postal address, registered address, or address for service of notices for the fund
- ☒ notify us in writing as soon as practicable (not later than 28 days) after becoming aware that the fund has ceased to be a self-managed superannuation fund or ceased to exist
- ☒ ensure that an approved auditor is appointed to audit the fund for each income year and provide that auditor with documents as requested, and
- ☒ lodge the fund's annual return by the due date.

**DECLARATION**

By signing this declaration I acknowledge that I understand my duties and responsibilities as a trustee or director of the corporate trustee of the self-managed superannuation fund named on this declaration (or if the fund's name changes, that name). I understand that:

- ☒ I must ensure this document is retained for at least 10 years or while I remain a trustee or director of the corporate trustee (whichever is longer) and if I fail to do this, penalties may apply, and
- ☒ I may have to make this document available for inspection by a member of staff of the Tax Office and if I fail to do this, penalties may apply.

Trustee's or director's name

*BRENDON GEORGE FYLEA*

Trustee's or director's signature

*x/bk* 


Date

Day: 26 / Month: 06 / Year: 2009

Witness' name (witness must be over the age of 18 years)

*ROBERT JOHN WOODGATE*

Witness' signature



Date

Day: 26 / Month: 06 / Year: 2009

**BINDING DEATH BENEFIT NOMINATION**

**BRENT TYLER SUPERANNUATION FUND**

I, Brent Tyler of RMB 247 Ferguson Road Wellington Mill WA 6236 as a member of the Fund, hereby notify the Trustee of whom to pay my benefits in the Fund to, on or after my death:

\* Please Complete

NAME	% OF BENEFIT
RUIE ANN TYLER	100%
Total	

I understand that:

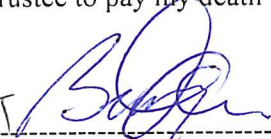
I can amend or revoke this Binding Death Benefit Nomination ('Nomination') at any time by lodging a new signed and dated Nomination to the Trustee where this Nomination revokes any previous notice;

unless amended or withdrawn earlier, this Nomination is binding on the Trustee for an indefinite term unless the member has stipulated otherwise;

this Nomination is deemed invalid if completed incorrectly; and

I have nominated persons who are "dependants" as outlined in the Funds death benefit policy and if otherwise as not "dependants", the Trustee will assume discretion for any Benefits payable.

I acknowledge that I have received information from the Trustee that explains my rights to direct the Trustee to pay my death Benefit in accordance with this Nomination.

XBT   
-----  
BRENT TYLER

15/12/2014  
Date

**Witness Declaration**

We declare that we are aged eighteen years or more, not listed as beneficiaries above and this Nomination was signed by the Member in our presence.

X   
-----  
Signature of Witness 1

15/12/2014  
Date

X   
-----  
Signature of Witness 2

15/12/2014  
Date

**BINDING DEATH BENEFIT NOMINATION**

**BRENT TYLER SUPERNUATION FUND**

I, Brenton George Tyler of 51 Stones Road WELLINTON MILL WA 6236 as a member of the Fund, hereby notify the Trustee of whom to pay my benefits in the Fund to, on or after my death:

NAME	RELATIONSHIP	% OF BENEFIT
* RUVÉ ANN TYLER	WIFE	100
	Total	100%

I understand that:

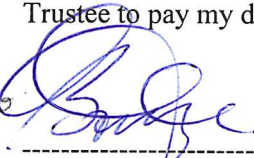
I can amend or revoke this Binding Death Benefit Nomination ("Nomination") at any time by lodging a new signed and dated Nomination to the Trustee where this Nomination revokes any previous notice;

unless amended or withdrawn earlier, this Nomination is binding on the Trustee for an indefinite term unless the member has stipulated otherwise;

this Nomination is deemed invalid if completed incorrectly; and

I have nominated persons who are "dependants" as outlined in the Funds death benefit policy and if otherwise as not "dependants", the Trustee will assume discretion for any Benefits payable.


I acknowledge that I have received information from the Trustee that explains my rights to direct the Trustee to pay my death Benefit in accordance with this Nomination.

*XB*   
-----  
Brenton George Tyler


20/12/2018  
-----  
Date

**Witness Declaration**

We declare that we are aged eighteen years or more, not listed as beneficiaries above and this Nomination was signed by the Member in our presence.

  
-----  
Signature of Witness 1

20/12/2018  
-----  
Date

  
-----  
Signature of Witness 2

20/13/2018  
-----  
Date

Brent Tyler Superannuation Fund ('Fund')

FORM 1

**Application for Membership**

To the Trustee of the Fund.


<b>FULL NAME</b>	BRENTON GEORGE TYLER	<b>TAX FILE No.</b>	621 635 071
<b>ADDRESS</b>	51 Stones Road, Wellington Mills, Western Australia 6236		
<b>OCCUPATION</b>	Company Director	<b>DATE OF BIRTH</b>	20 December 1954

I apply for admission as a Member of the Fund and, in consideration of my admission as a Member:

1. I confirm that I am a director of the corporate trustee unless I am specifically excepted from this requirement under the Standards (eg, due to a legal disability such as under 18 years or being of unsound mind). I accept the responsibilities and liabilities of being a director of the corporate trustee to a superannuation fund.
2. I agree to be bound by the provisions of the trust deed governing the Fund. I acknowledge that the expressions and meanings in this Application are identical to those used in the trust deed.
3. I undertake to provide any relevant information or documentary evidence and agree to submit to health and medical tests as requested from time to time by the Trustee related to my Membership of the Fund.
4. I nominate the following, each being my LPR and/or a Preferred Dependant (eg, spouse, children and/or a person who is financially dependent on me or in an interdependency relationship with me), to be paid any Interest that I have in the Fund on my death in the designated proportions. I understand that this non-binding nomination does not bind the Trustee and is overridden by any binding death benefit nomination in respect of my Interest on my death:

NAME	RELATIONSHIP	% OF BENEFIT
RUIVE ANN KERR	PARTNER	100%

5. I acknowledge that the Trustee may collect my tax file number ('TFN') under the Standards.
6. I understand that the Trustee will only use the TFN for legal purposes. This includes finding or identifying my superannuation Interest if other information is insufficient, and calculating tax on any eligible termination payment I may be entitled to.
7. I understand that it is not an offence to omit my TFN from this application. But if I do omit to provide it now or later, contributions may not be able to be made by me or on my behalf to the Fund. I may also pay more tax on my Interest (ie, my entitlement in the Fund) than I would otherwise have to pay (but which may be later credited to a later assessment of tax) and I may lose Interests which are more difficult to find or to amalgamate with other Interests I am entitled to.
8. I acknowledge that the Trustee may provide any TFN disclosed to the Trustee to the trustee of any other superannuation fund to which my Interest is transferred in the future or to the Australian Taxation Office. However, I understand that my TFN will not be passed on in the event I direct the Trustee in writing not to disclose my TFN and, in any event, my TFN will be treated as confidential in accordance with the *Privacy Act 1988* (Cth).
9. I authorise the Trustee to retain and store information on my behalf despite any contrary provision in any privacy legislation.
10. I declare that the information I provide to the Trustee will be true and correct. I acknowledge that it is my responsibility to inform the trustee of any error or changes regarding these matters.

SIGNATURE	DATE
	26 <sup>th</sup> JUNE 2009