

Crossing Family Superannuation Fund ('Fund')

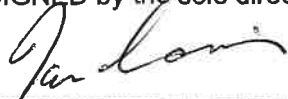
**NEW TRUSTEE RESOLUTIONS**

OF: **HORIFOKE PTY LTD ACN 103 785 557**

DATED: 16/4/2021 (insert date)

- 
- CHANGE OF TRUSTEE** NOTED that it is desired that the trustee of the Fund change from:  
  
IAN FRANCIS CROSSING  
  
to:  
  
HORIFOKE PTY LTD ACN 103 785 557
- DEED** RESOLVED to take all steps necessary to implement such a change of trustee, including executing a deed of change of trustee.
- TRUSTEE DECLARATION** RESOLVED to consent to act as trustee of the Fund and that the ATO Trustee Declaration be completed by each signatory to these resolutions within 21 days of the change of trustee.
- TRUSTEE QUALIFICATIONS** NOTED that the signatory to these resolutions declares they:  
  
have no prior convictions for offences against or arising out of a law of the Commonwealth, a State, a Territory or a foreign country, being an offence in respect of dishonest conduct;  
  
are not an insolvent under administration as defined in the *Superannuation Industry (Supervision) Act 1993 (Cth)* ('SISA');  
  
are not the subject of a civil penalty order that has been made under the SISA;  
  
are eligible to be a member of the Fund under the SISA; and  
  
have noted that should the above qualifications lapse, they will take appropriate action to comply as soon as practicable with the SISA.
- SUNDRY** RESOLVED to attend to any other related matter or thing.

SIGNED by the sole director:



Signature of IAN FRANCIS CROSSING

# Notification of Change of Trustee

From: The New Trustee

<b>Name</b>	HORIFOKE PTY LTD
<b>ACN</b>	103 785 557
<b>Address</b>	c/- 39 Ascot Avenue, Dulwich, South Australia 5065

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: **Crossing Family Superannuation Fund** ('Fund')

SFN/ABN 346 221 859 09

Please be advised that the trustee of the Fund has recently changed from:

<b>Name</b>	IAN FRANCIS CROSSING
<b>Address</b>	39 Ascot Avenue, Dulwich, South Australia 5065

to:

<b>Name</b>	HORIFOKE PTY LTD
<b>ACN</b>	103 785 557
<b>Address</b>	c/- 39 Ascot Avenue, Dulwich, South Australia 5065

The change of trustee took place by deed dated: \_\_\_\_\_

Please amend your records accordingly. Please contact us at the above address if you require any further information.

SIGNED on behalf of the Trustee:  \_\_\_\_\_

Dated: 26/4/2021

Crossing Family Superannuation Fund ('Fund')

**CEASING TRUSTEE RESOLUTIONS  
OF: IAN FRANCIS CROSSING**

DATED: 26/4/2021 (insert date)

---

CHANGE OF TRUSTEE      NOTED that it is desired that the trustee of the Fund change from:  
  
IAN FRANCIS CROSSING  
  
to:  
  
HORIFOKE PTY LTD ACN 103 785 557

DEED                      RESOLVED to take all steps necessary to implement such a change  
of trustee, including executing a deed of change of trustee.

SUNDRY                    RESOLVED to attend to any other related matter or thing.

SIGNED by each trustee:



\_\_\_\_\_  
Signature of IAN FRANCIS CROSSING

# DEED OF CHANGE OF TRUSTEE

## Crossing Family Superannuation Fund

Our ref: 2832:073798



Level 1, 290 Coventry Street (PO Box 2085)  
South Melbourne Vic 3205  
Ph: (03) 9092 9400 Fax: (03) 9092 9440  
[dba@dbalawyers.com.au](mailto:dba@dbalawyers.com.au) [www.dbalawyers.com.au](http://www.dbalawyers.com.au)  
DBA Lawyers Pty Ltd ACN 120 513 037

*Liability limited by a scheme approved under Professional Standards Legislation*

**THIS DEED** is made on: 16<sup>th</sup> April 2021.....(insert date of execution)

**BETWEEN:** **IAN FRANCIS CROSSING** of 39 Ascot Avenue, Dulwich, South Australia 5065 ('Ceasing Trustee')

**AND:** **HORIFOKE PTY LTD** ACN 103 785 557 care of 39 Ascot Avenue, Dulwich, South Australia 5065 ('New Trustee')

**AND:** **IAN FRANCIS CROSSING** of 39 Ascot Avenue, Dulwich, South Australia 5065 ('Member')

**RECITALS:**

- A The Ceasing Trustee is the trustee of the fund known as 'Crossing Family Superannuation Fund' ('Fund').
- B The Fund was established by deed date 30 August 2007.
- C Prior to the Ceasing Trustee being the sole trustee of the Fund, the late RONDA CROSSING was a co-trustee of the Fund.
- D The parties wish to implement a change of trustee whereby the Ceasing Trustee ceases to be trustee of the Fund and the New Trustee becomes trustee of the Fund.
- E The governing rules of the Fund, in conjunction with the relevant trustee legislation, empower this change of trustee, which is effected by execution of this deed.

**PROVISIONS:**

- 1. The Ceasing Trustee ceases as trustee of the Fund and all parties are deemed to take all additional actions necessary to implement this cessation including exercising any powers of cessation, resignation, retirement and removal.
- 2. The Member and the Ceasing Trustee jointly and severally appoint the New Trustee as trustee of the Fund and all parties are deemed to take all additional actions necessary to implement this appointment including consenting and exercising any powers of appointment and nomination.
- 3. The New Trustee consents to this appointment and agrees to comply with the governing rules of the Fund.
- 4. The parties confirm that:
  - 4.1 all parties act and execute this deed in all relevant capacities to effect this change of trustee;
  - 4.2 this deed constitutes written notice to all parties and also constitutes a simple resolution and a resolution passed by all parties present in a meeting called for the relevant purpose;
  - 4.3 the governing rules of the Fund (including any notice or information requirements) have been complied with, but to the extent that any requirement has not or may not have been complied with, it is waived;
  - 4.4 this change of trustee is in accordance with the provisos in the governing rules of the Fund and where any additional items are necessary in order to ensure the effectiveness of this change of trustee, such items are hereby deemed to occur; and
  - 4.5 this change of trustee takes effect on the execution of this deed ('Execution Date').

5. The Ceasing Trustee covenants with the New Trustee to use the Ceasing Trustee's best endeavours to transfer all of the property of the Fund to the New Trustee as soon as practicable.
6. This deed is sufficient to effect the change of trustee and vest all property in the New Trustee as at the Execution Date.
7. Despite anything else, the trustee of the Fund is permitted to be a sole trustee (including a corporate trustee). To the extent that this is not already permitted under the governing rules of the Fund, this deed shall constitute a variation to the governing rules.
8. The Ceasing Trustee is indemnified for any act or omission as a trustee after the Execution Date:
  - 8.1 provided that there is no breach of trust; and
  - 8.2 to the extent that it was covered by any indemnity in the governing rules of the Fund.
9. The New Trustee is not liable for any act or omission as a trustee prior to the Execution Date.
10. In this deed, unless the context otherwise requires:
  - 10.1 to the extent that any provision of this deed is void or illegal it shall be severed from this deed and the remaining part of the provision, if any, and all other provisions of this deed and the governing rules of the Fund shall remain valid, binding and enforceable;
  - 10.2 references to any provision of the governing rules of the Fund or law are references to that provision of the governing rules or law as amended, replaced or superseded from time to time;
  - 10.3 a reference to any person or body shall include references to its respective authorised officers, agents, delegates, successors, assigns, executors and administrators; and
  - 10.4 words importing any one gender include all genders and words importing the singular number include the plural and vice versa.
11. This deed can be executed in two or more counterpart documents, which when read together form one instrument.
12. This deed shall be subject to the governing law of the governing rules of the Fund.

**EXECUTED** as a deed.

**CEASING TRUSTEE**

SIGNED SEALED AND DELIVERED by **IAN FRANCIS CROSSING** in the presence of the following witness: )  
)  
)  
)

Signature of **IAN FRANCIS CROSSING**

Signature of witness who is not a party to deed

Name of witness

Address of witness

*John Vincent Rooney*  
 \_\_\_\_\_  
*JOHN VINCENT ROONEY*  
 \_\_\_\_\_  
 1 CLELAND AVE DULWICH 5065  
 \_\_\_\_\_

John Vincent Rooney J.P.  
 ID No. 15707  
 A Justice of the Peace in and for  
 the State of South Australia

**NEW TRUSTEE**

EXECUTED by **HORIFOKE PTY LTD ACN** )  
103 785 557 in accordance with s 127 of the )  
*Corporations Act 2001* (Cth): )  
)



Signature of **SOLE DIRECTOR / SECRETARY \***

Ian Francis Crossing  
Name of signing officeholder



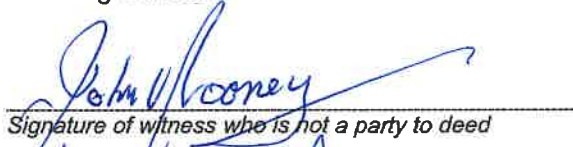
Signature of **SECRETARY \***

Ian Francis Crossing  
Name of signing officeholder (where applicable)

\* delete as appropriate

**MEMBER**

SIGNED SEALED AND DELIVERED by **IAN** )  
**FRANCIS CROSSING** in the presence of the )  
following witness: )  
)



Signature of witness who is not a party to deed

JOHN VINCENT ROONEY  
Name of witness

1 CLELAND AVE DULWICH 5065  
Address of witness



Signature of **IAN FRANCIS CROSSING**


John Vincent Rooney J.P.  
ID No. 15707  
A Justice of the Peace in and for  
the State of South Australia

DBA Lawyers Pty Ltd  
Level 1, 290 Coventry Street (PO Box 2085)  
South Melbourne Vic 3205  
Ph: (03) 9092 9400 Fax: (03) 9092 9440  
[dba@dbalawyers.com.au](mailto:dba@dbalawyers.com.au) [www.dbalawyers.com.au](http://www.dbalawyers.com.au)  
ACN 120 513 037 ABN 74 120 513 037



# Trustee declaration

To be completed by new trustees and directors of corporate trustees of self-managed super funds.

 We strongly recommend you undertake a free trustee education course before reading and signing this declaration. For more information visit [ato.gov.au/smsf](https://ato.gov.au/smsf) and search 'approved education courses'.



## Who should complete this declaration?

You must complete this declaration if you become a trustee or director of a corporate trustee (trustee) of:

- a new self-managed super fund (SMSF)
- an existing SMSF.

You must sign this declaration within 21 days of becoming a trustee or director of a corporate trustee of an SMSF.

A separate declaration is required to be completed and signed by each and every new trustee.

You must also complete the declaration if you:

- have undertaken a course of education in compliance with an education direction
- are a legal personal representative who has been appointed as trustee on behalf of a:
  - member who is under a legal disability (usually a member under 18 years old)
  - member for whom you hold an enduring power of attorney
  - deceased member.

## Understanding your obligations

We have a range of services available to help you understand your obligations and keep up to date with the latest news for SMSF trustees.

To subscribe to our news and alerts service visit [ato.gov.au/smsf](http://ato.gov.au/smsf) and search 'news and alerts'.

For more information on free approved trustee education courses visit [ato.gov.au/smsf](http://ato.gov.au/smsf) and search 'approved education courses'.

## Before completing this declaration

Before you complete and sign this declaration, make sure you:

- read each section
- understand all the information it contains.

- ▶ If you have any difficulties completing this declaration or you do not fully understand the information it contains:
  - speak to a professional adviser
  - visit [ato.gov.au/smsf](http://ato.gov.au/smsf)
  - phone us on **13 10 20**.

## When completing this declaration

When you complete this declaration, remember to:

- insert the full name of the fund at the beginning
- sign and date it
- ensure it is signed and dated by a witness (anyone 18 years old or over).

## What should you do with the declaration?

You must keep your completed declaration for at least 10 years and make it available to us if we request it.

- ⓘ Do not send your completed declaration to us.



# Self-managed super fund trustee declaration

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

Fund name

Crossing Family Superannuation Fund

I am responsible for ensuring that the fund is operated in accordance 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 trustees' compliance with the law.

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.

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

- impose administrative penalties on me
- give me a written direction to rectify any contraventions or undertake a course of education
- 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, which may result in significant adverse tax consequences for the fund
- prosecute me under the law, which may result in fines or imprisonment.

### Sole purpose

I understand it is my responsibility to ensure the fund is maintained for the purpose of providing benefits to the members upon their retirement (or attainment of a certain age) or their beneficiaries if a member dies. I understand that I should regularly evaluate whether the fund continues to be the appropriate vehicle to meet this purpose.

### Trustee duties

I understand that by law I must at all times:

- 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
- keep records of decisions made about the running of the fund, including the appointment of professional advisers and the retirement of members and payment of benefits
- 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)
- refrain from entering 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
- 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
  - the members' benefit entitlements.

I also understand that by law I must prepare, implement and regularly review an investment strategy having regard to all the circumstances of the fund, which include, but are 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
- the liquidity of the fund's investments having regard to the fund's expected cash flow requirements in discharging its existing and prospective liabilities (including benefit payments)
- whether the trustees of the fund should hold insurance cover for one or more members of the fund.

### Accepting contributions and paying benefits

I understand that I can only accept contributions and pay benefits (income streams or lump sums) to members or their beneficiaries when the conditions specified in the law and the fund trust deed have been met.

### 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:

- giving financial assistance using the resources of the fund 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 business real property, listed securities, certain in-house assets and acquisitions made under mergers, allowed by special determinations or acquisitions from the trustee or investment manager of another regulated super fund as a result of a breakdown of a relationship) for the fund from members or other related parties of the fund

- borrowing money (or maintaining an existing borrowing) on behalf of the fund except in certain limited circumstances (while limited recourse borrowing arrangements are permitted, they can be complex and particular conditions must be met to ensure that legal requirements are not breached)
- acquiring an in-house asset if the fund's in-house assets exceed 5% of the market value of the fund's total assets, or the in-house assets will exceed 5% of the market value of the fund's total assets by acquiring the asset (in-house assets are loans to, or investments in, related parties of the fund – including trusts – or assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party)
- entering into investments that are not made or maintained on an arm's length (commercial) basis (this ensures the purchase or sale price of the fund's assets and any earnings from those assets reflects their market value).

**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, the retirement of members and payment of benefits)
  - 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
  - all trustee declarations
  - copies of all reports given to members
  - documented decisions about storage of collectables and personal use assets
- ensure that the following are prepared and retained for at least five years
  - an annual statement of the financial position of the fund
  - an annual operating statement
  - copies of all annual returns lodged
  - accounts and statements that accurately record and explain the transactions and financial position of the fund including asset market valuation
  - copies of Transfer balance account reports lodged
  - copies of any other statements you are required to lodge with us or provide to other super funds
- appoint an approved SMSF auditor each year, no later than 45 days before the due date for lodgment of the fund's annual return and provide documents to the auditor as requested
- lodge the fund's annual return, completed in its entirety, by the due date
- review the independent audit report received from the approved SMSF auditor and take action as required
- notify the ATO within 28 days of any changes to the
  - membership of the fund, or trustees or directors of the corporate trustee
  - name of the fund
  - contact person and their contact details
  - postal address, registered address or address for service of notices for the fund
- notify the ATO in writing within 21 days if the fund becomes an Australian Prudential Regulation Authority (APRA) regulated fund.

**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.
- Administrative penalties can be imposed on me for not complying with the legislation
- I may have to make this document available for inspection by a member of staff of the ATO and, if I fail to do this, penalties may apply.
- I do not have access to the government's financial assistance program that is available to trustees of APRA regulated funds in the case of financial loss due to fraudulent conduct or theft.

**Trustee's or director's name**

IAN FRANCIS CROSSING

**Trustee's or director's signature**

*[Handwritten signature]*

Date

Day: 16 / Month: 04 / Year: 2021

**Witness' name (witness must be 18 years old or over)**

JOHN VINCENT ROONEY      John Vincent Rooney J.P.  
ID No. 15707

**Witness' signature**

*[Handwritten signature]*  
A Justice of the Peace in and for  
the State of South Australia

Date

Day: 16 / Month: 04 / Year: 2021