


Trustee declaration

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

 Read this declaration in conjunction with *Key messages for self-managed super fund trustees* at ato.gov.au/smsfessentials



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 been directed to do so by us
- 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.

Information you need to read

Make sure you read *Key messages for self-managed super fund trustees* at ato.gov.au/smsfessentials. It highlights some of the key points from the declaration and some important messages.

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
 - 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.

We recommend that you keep a copy of your completed declaration and refer to it and the information in *Key messages for self-managed super fund trustees* when making important decisions, such as those relating to choosing investments, accepting contributions and paying benefits.

- 🔗 Do not send your completed declaration to us.

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Canberra
August 2014

JS 32597



Self-managed super fund trustee declaration

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

Fund name

M & A ROBERTS SUPERANNUATION FUND

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.

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 only 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
- ensure that members only access their super benefits if they have met a legitimate condition of release
- refrain from entering into transactions that circumvent restrictions on the 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:

- 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 business real property, listed securities, certain in-house assets and acquisitions made under mergers allowed by special determinations or acquisitions 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)
- ☑ having more than 5% of the market value of the fund's total assets at the end of the income year as in-house assets (these 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)
 - 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
- ☑ 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
- ☑ 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
- ☑ 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 28 days if the fund becomes an Australian Prudential Regulation Authority (APRA) regulated fund.

DECLARATION

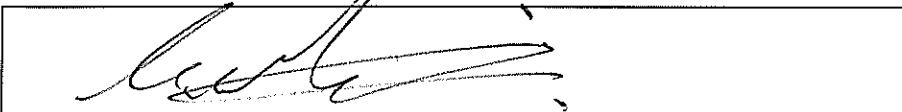
By signing this declaration I acknowledge that I understand my duties and responsibilities as a trustee or director of the corporate trustee of the self-managed superannuation fund named on this declaration (or if the fund's name changes, that name). I understand that:

- ☑ 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.
- ☑ 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

MARK JAMES ROBERTS

Trustee's or director's signature



Date

Day: 29 / Month: 12 / Year: 2016

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

DAVID ROBERTS

Witness' signature



Date

Day: 29 / Month: 12 / Year: 2016

M & A Roberts Superannuation Fund

Instructions for use of Certificate of Compliance

Used when the member “rolls over” (transfers) benefits from another fund to the M & A Roberts Superannuation Fund.

What is the certificate for?

If a member transfers money from another super fund into the member's SMSF, then the other fund may require one of these certificates.

What is certified?

By signing the Certificate the trustee(s) of the Fund certifies that:

- 1 It is a regulated superannuation fund under the SIS Act;
- 2 It is a complying superannuation fund under the SIS Act;
- 3 It is not subject to a direction under Section 63 of the SIS Act; and
- 4 Its trust deed permits the receipt of rolled over or transferred benefits.

What should the trustee do before signing?

IMPORTANT: Before the fund's trustee(s) sign the certificate they must make sure that:

- items 1-4 above are true; and
- the Fund must both have chosen to be regulated by the Australian Taxation Office (ATO) and have told the ATO of that choice — which the Fund does on the form used to apply for an ABN (Australian Business Number).

M & A Roberts Superannuation Fund (Fund)

To whom it may concern

Trustee Certificate of Compliance —

(This is not the “Notice of Compliance” that the Australian Taxation Office provides)

This Trustee’s Certificate of Compliance is to be used when the member “rolls over” (transfers) benefits from another fund to the M & A Roberts Superannuation Fund.

The Trustee(s) of the Fund certify/ies that the Fund:

- 1 Is a regulated superannuation fund under the *Superannuation Industry (Supervision Act) 1993 (SIS Act)*.
- 2 Is a complying superannuation fund within the meaning of section 42A of the SIS Act.
- 3 Is not subject to a direction under Section 63 of the SIS Act and is therefore able to accept employer contributions.
- 4 Is empowered by the Fund's trust deed to receive rolled over or transferred benefits.
- 5 Has received consent to the rollover from the relevant member, as set out below, in accordance with r6.28(i)(b) of the *Superannuation Industry (Supervision) Regulations 1994*.

Signed for and on behalf of the Trustee(s):

Signature of Trustee:



Name:

MARK ROBERTS

Date:

29/12/2016

Member’s Consent to the “rollover”

I, Mark Roberts / Ashleigh Roberts (member name), by signing this form, consent to the rollover of my benefits into the **M & A Roberts Superannuation Fund**.

Signature of Member:



Date:

29/12/2014

Application to become a Member

This Application Form contains your Death Benefit Nomination and undertakings which must be made by you. It is also accompanied by the Product Disclosure Statement relevant to the fund contained in Annexure A.

Part 1 Application and undertakings

- I apply to become an initial member of this fund under the trust deed.
- I make each of the following undertakings:
 - I am not in an employment relationship with another member.
 - I am not a disqualified person under superannuation law from being a director of the trustee of the fund.
 - I will comply with the trust deed.
 - Upon request, I will fully disclose in writing any information required by the trustee in respect of my membership of the fund. This includes disclosing:
 - Any circumstance which may lead to my entering into an employment relationship with any other member of the fund who is not also a relative of mine.
 - That I may become disqualified under superannuation law from being a director of the trustee of the fund.
 - Any information in relation to my medical condition.
- I will act as a director of the trustee of the fund.
- I understand the trust deed, particularly its terms concerning the benefits payable under it, and I have read and understood the attached Product Disclosure Statement, annexed and marked 'A'.
- I have read and understand the prescribed information relating to the collection of Tax File Numbers by the trustees of superannuation funds.

I attach a completed ATO Individual Tax File Number Notification form.

Applicant name	Ashleigh Grace Roberts
Applicant address	11 Salkilid Lane, Rockingham WA 6168
Applicant occupation	ADMINISTRATOR - PROJECT
Date of birth	13 May 1985
Applicant place of birth	Duncraige WA

Part 2 Death benefit arrangements

This is a direction to the trustee as to how to apportion any benefit payable on the member's death. It is not a binding death benefit notice and the trustee retains the discretion as to how to apply any benefit payable upon the member's death.


I direct the directors of the trustee that the person named in the following table is to receive the proportions specified in that table of the benefit that is payable if I die.


Person	Relationship to member	Proportion of death benefit
Mark James Roberts	Husband	100 %

If every person named in the table above predeceases the member, then the member directs the trustee to pay the member's benefit in accordance with the fund's deed and superannuation law.

If the member's death benefit is paid to the member's legal personal representative in accordance with this notice, then the member directs the representative to apply the funds for the sole benefit of the member's estate.

If compliance with superannuation law prevents any part of the benefit being paid to the named person(s) then that part of the benefit will be dealt with in accordance with the fund's deed and in accordance with superannuation law.

Date: 29/12/2016 Signed by the applicant: 
Ashleigh Grace Roberts

Witness: 
Name: DAVID ROBERTS

First Notice: The types of death benefit arrangements and the order in which they take effect

The Fund's Deed allows three types of death benefit payment arrangements. They, and the order in which they take effect, are as follows:

- a ***death benefit agreement*** — which binds the trustee and which does not expire, see Part H of the Deed;
- ***binding death benefit notices or binding nomination forms*** — which bind the trustee but which expire after 3 years or earlier if replaced or revoked; and
- ***non-binding nomination forms*** — which do not bind the trustee but which do not expire until replaced or revoked.

Death benefit agreements take priority over binding death benefit notices and non-binding nomination forms.

What you need to consider

When you, as a member, are considering signing a binding death benefit notice or a non-binding nomination form it is important to consider that:

- a death benefit agreement takes priority over any binding death benefit notice or any non-binding nomination form;
- to the extent permitted by superannuation law, the trustee must pay or apply the relevant benefit in accordance with the death benefit agreement. Therefore if you sign a binding death benefit notice or a non-binding nomination form, then they will have no effect on any earlier or later death benefit agreement that you sign; and
- if any part of a death benefit agreement is invalid, then the trustee (as required by the Fund's Deed) will pay or apply the "invalid" part of the death benefit in accordance with any binding death benefit notice, or by reference to any non-binding nomination form, you have signed.

Second Notice: Consistency of death benefit arrangements with pension terms

It is important to consider how any death benefit nomination or death benefit agreement interacts with the arrangements for payment of a pension to a reversionary beneficiary. The terms of the pension, and the terms of the death benefit nomination or death benefit agreement should be considered together.

For instance, if the pension terms require an automatic reversionary pension, then the death benefit nomination or death benefit agreement has no effect in relation to that pension. If the member wants to ensure all these arrangements – under pension terms, a death benefit nomination or death benefit agreement – are consistent, or to deliberately vary from one to the other, then careful drafting is required and the member should seek professional advice.

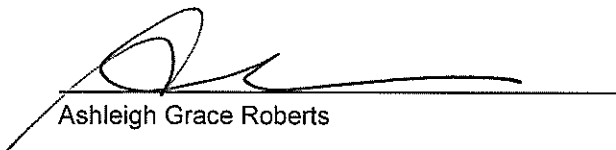
Part 3 Provision of member's tax file number to regulated superannuation fund

To the directors of the trustee of the M & A Roberts Superannuation Fund.

I have been informed of the reasons why my TFN is sought by the fund.

My TFN is 344489562.

Date: 29.12.2016

Signed: 
Ashleigh Grace Roberts

Important information about providing your tax file number (TFN) to the fund

Under the *Superannuation Industry (Supervision) Act 1993*, the fund is required to request your TFN. Your TFN is confidential: you don't have to provide it.

What your TFN may be used for

If you provide your TFN, it will be used for legal purposes only. The purposes for which your TFN may be used may change in the future. At present, they include:

- searching for other benefits that may exist for you in the fund;
- calculating reduced tax rates on eligible termination payments (ETPS) when benefits are paid;
- reporting payments to ATO for reasonable benefit limits (RBL) purposes;
- reporting contributions to ATO for contributions tax (surcharge) purposes which may not otherwise be subject to the surcharge;
- passing to other regulated superannuation fund, ADFs and RSAs if your benefits are rolled over. You may revoke this authority later in writing;
- passing on with other details if you become lost and your benefits are paid to the ATO as unclaimed money.

What might happen if you don't provide your TFN

If you do not provide your TFN, the following may happen:

- other benefits existing for you in the fund may be more difficult to locate and amalgamate;
- higher tax rates may apply to ETPs paid to you. (This may be recovered with lodgement of your next income tax return);
- your benefits may be subject to an extra 15% contribution tax (surcharge). This may be reclaimed on application to the ATO;
- your TFN will not be passed to other regulated superannuation funds, ADFs and RSAs if your benefits are rolled over;

your benefits may be more difficult to locate if benefits are paid to the ATO as unclaimed money.

Annexure A

Product Disclosure Statement

M & A Roberts Superannuation Fund

Ashleigh Grace Roberts

11 Salkilld Lane

Rockingham, WA, 6168

Here you need to attach a copy of the Product Disclosure Statement in Schedule 6 to the Deed.

Application to become a Member

This Application Form contains your Death Benefit Nomination and undertakings which must be made by you. It is also accompanied by the Product Disclosure Statement relevant to the fund contained in Annexure A.

Part 1 Application and undertakings

- I apply to become an initial member of this fund under the trust deed.
- I make each of the following undertakings:
 - I am not in an employment relationship with another member.
 - I am not a disqualified person under superannuation law from being a director of the trustee of the fund.
 - I will comply with the trust deed.
 - Upon request, I will fully disclose in writing any information required by the trustee in respect of my membership of the fund. This includes disclosing:
 - Any circumstance which may lead to my entering into an employment relationship with any other member of the fund who is not also a relative of mine.
 - That I may become disqualified under superannuation law from being a director of the trustee of the fund.
 - Any information in relation to my medical condition.
- I will act as a director of the trustee of the fund.
- I understand the trust deed, particularly its terms concerning the benefits payable under it, and I have read and understood the attached Product Disclosure Statement, annexed and marked 'A'.
- I have read and understand the prescribed information relating to the collection of Tax File Numbers by the trustees of superannuation funds.

I attach a completed ATO Individual Tax File Number Notification form.

Applicant name	Mark James Roberts
Applicant address	11 Salkilld Lane, Rockingham WA 6168
Applicant occupation	MECHANICAL ENGINEERING TECHNICIAN OR ASSOCIATE
Date of birth	30 September 1981
Applicant place of birth	United Kingdom

Part 2 Death benefit arrangements

This is a direction to the trustee as to how to apportion any benefit payable on the member's death. It is not a binding death benefit notice and the trustee retains the discretion as to how to apply any benefit payable upon the member's death.

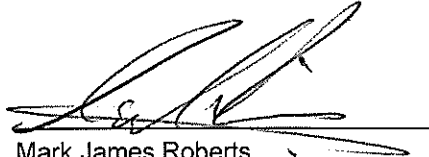
I direct the directors of the trustee that the person named in the following table is to receive the proportions specified in that table of the benefit that is payable if I die.

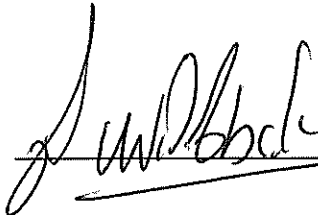
Person	Relationship to member	Proportion of death benefit
Ashleigh Grace Roberts	Wife	100 %

If every person named in the table above predeceases the member, then the member directs the trustee to pay the member's benefit in accordance with the fund's deed and superannuation law.

If the member's death benefit is paid to the member's legal personal representative in accordance with this notice, then the member directs the representative to apply the funds for the sole benefit of the member's estate.

If compliance with superannuation law prevents any part of the benefit being paid to the named person(s) then that part of the benefit will be dealt with in accordance with the fund's deed and in accordance with superannuation law.

Date: 29/12/2016 Signed by the applicant: 
Mark James Roberts

Witness:  Name: DAVID ROBERTS

First Notice: The types of death benefit arrangements and the order in which they take effect

The Fund's Deed allows three types of death benefit payment arrangements. They, and the order in which they take effect, are as follows:

- a **death benefit agreement** — which binds the trustee and which does not expire, see Part H of the Deed;
- **binding death benefit notices or binding nomination forms** — which bind the trustee but which expire after 3 years or earlier if replaced or revoked; and
- **non-binding nomination forms** — which do not bind the trustee but which do not expire until replaced or revoked.

Death benefit agreements take priority over *binding death benefit notices and non-binding nomination forms*.

What you need to consider

When you, as a member, are considering signing a binding death benefit notice or a non-binding nomination form it is important to consider that:

- a death benefit agreement takes priority over any binding death benefit notice or any non-binding nomination form;
- to the extent permitted by superannuation law, the trustee must pay or apply the relevant benefit in accordance with the death benefit agreement. Therefore if you sign a binding death benefit notice or a non-binding nomination form, then they will have no effect on any earlier or later death benefit agreement that you sign; and
- if any part of a death benefit agreement is invalid, then the trustee (as required by the Fund's Deed) will pay or apply the "invalid" part of the death benefit in accordance with any binding death benefit notice, or by reference to any non-binding nomination form, you have signed.

Second Notice: Consistency of death benefit arrangements with pension terms

It is important to consider how any death benefit nomination or death benefit agreement interacts with the arrangements for payment of a pension to a reversionary beneficiary. The terms of the pension, and the terms of the death benefit nomination or death benefit agreement should be considered together.

For instance, if the pension terms require an automatic reversionary pension, then the death benefit nomination or death benefit agreement has no effect in relation to that pension. If the member wants to ensure all these arrangements – under pension terms, a death benefit nomination or death benefit agreement – are consistent, or to deliberately vary from one to the other, then careful drafting is required and the member should seek professional advice.

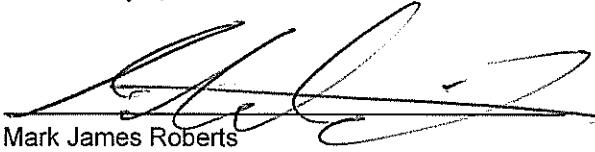
Part 3 Provision of member's tax file number to regulated superannuation fund

To the directors of the trustee of the M & A Roberts Superannuation Fund.

I have been informed of the reasons why my TFN is sought by the fund.

My TFN is 815971663.

Date: 29/12/2016

Signed: 
Mark James Roberts

Important information about providing your tax file number (TFN) to the fund

Under the *Superannuation Industry (Supervision) Act 1993*, the fund is required to request your TFN. Your TFN is confidential: you don't have to provide it.

What your TFN may be used for

If you provide your TFN, it will be used for legal purposes only. The purposes for which your TFN may be used may change in the future. At present, they include:

- searching for other benefits that may exist for you in the fund;
- calculating reduced tax rates on eligible termination payments (ETPS) when benefits are paid;
- reporting payments to ATO for reasonable benefit limits (RBL) purposes;
- reporting contributions to ATO for contributions tax (surcharge) purposes which may not otherwise be subject to the surcharge;
- passing to other regulated superannuation fund, ADFs and RSAs if your benefits are rolled over. You may revoke this authority later in writing;
- passing on with other details if you become lost and your benefits are paid to the ATO as unclaimed money.

What might happen if you don't provide your TFN

If you do not provide your TFN, the following may happen:

- other benefits existing for you in the fund may be more difficult to locate and amalgamate;
- higher tax rates may apply to ETPs paid to you. (This may be recovered with lodgement of your next income tax return);
- your benefits may be subject to an extra 15% contribution tax (surcharge). This may be reclaimed on application to the ATO;
- your TFN will not be passed to other regulated superannuation funds, ADFs and RSAs if your benefits are rolled over;

your benefits may be more difficult to locate if benefits are paid to the ATO as unclaimed money.

Annexure A

Product Disclosure Statement

M & A Roberts Superannuation Fund

Mark James Roberts

11 Salkilld Lane

Rockingham, WA, 6168

Here you need to attach a copy of the Product Disclosure Statement in Schedule 6 to the Deed.


M & A Roberts Superannuation Fund

Director of Trustee Declarations

I make the following declarations:

- I am unaware, or have no reasonable grounds to suspect, that a person who is, or is acting as, a responsible officer of the trustee is a disqualified person as defined in section 120(1) of the *Superannuation Industry (Supervision) Act 1993*.
- Neither a receiver, or a receiver and manager, has been appointed in respect of property beneficially owned by the trustee.
- Neither an administrator nor a liquidator nor a provisional liquidator has been appointed in respect of the trustee.
- The trustee has not commenced to be wound up.

Date: 29.12.16

Signed: 

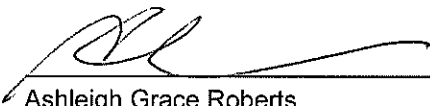
Ashleigh Grace Roberts
Director of the Trustee

M & A Roberts Superannuation Fund

Consent to Appointment as Director of the Trustee

I consent to being appointed a director of the trustee of the M & A Roberts Superannuation Fund.

Date: 29.12.2016

Signed: 
Ashleigh Grace Roberts

M & A Roberts Superannuation Fund

Director of Trustee Declarations

I make the following declarations:

- I am unaware, or have no reasonable grounds to suspect, that a person who is, or is acting as, a responsible officer of the trustee is a disqualified person as defined in section 120(1) of the *Superannuation Industry (Supervision) Act 1993*.
- Neither a receiver, or a receiver and manager, has been appointed in respect of property beneficially owned by the trustee.
- Neither an administrator nor a liquidator nor a provisional liquidator has been appointed in respect of the trustee.
- The trustee has not commenced to be wound up.

Date: 29/02/2016

Signed: 

Mark James Roberts

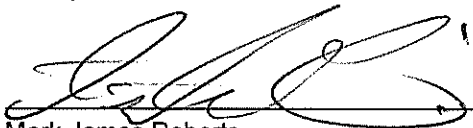
Director of the Trustee

M & A Roberts Superannuation Fund

Consent to Appointment as Director of the Trustee

I consent to being appointed a director of the trustee of the M & A Roberts Superannuation Fund.

Date: 29/12/2016

Signed: 
Mark James Roberts

M & A Roberts Superannuation Fund

Minutes of the Initial Meeting of the Directors of the Trustee of the M & A Roberts Superannuation Fund

Venue	Unit 6 3 Benjamin Way Rockingham WA 6169
Date	22 December 2016
Present	Mark James Roberts Ashleigh Grace Roberts
Chair	Mark James Roberts

Establishment of the M & A Roberts Superannuation Fund

- 1 **Agreed** that it is the desire of the persons present to establish and maintain a fund of which the sole or primary purpose is to provide old age pensions and other benefits to members of the fund on their retirement.
- 2 **Noted** that the persons present have agreed to act as first directors of the trustee of the fund in accordance with the proposed trust deed establishing the fund.
- 3 **Resolved unanimously** that:
 - the fund that is to be known and identified by the name the M & A Roberts Superannuation Fund be established as a superannuation fund;
 - the trust deed be executed by the trustee's directors in accordance with section 127(1) of the *Corporations Act 2001*;
 - the fund be established as from the day the deed is executed;
 - the fund be a regulated superannuation fund under the *Superannuation Industry (Supervision) Act 1993*;
 - an 'Application to Register for The New Tax System Superannuation Entities' in respect of an Australian Business Number and an election to be a regulated superannuation fund be lodged with the Australian Taxation Office.

Membership

- 4 **Noted** that an application for membership had been received from:
 - Mark James Roberts
 - Ashleigh Grace Roberts

5 **Resolved unanimously that:**

- the membership applications be approved;
- the members be advised;
- that information be given to the members that the trustee reasonably believes the members would reasonably need for the purpose of understanding the main features of the fund; the management and financial condition of the fund; and the investment performance of the fund.

Appointment of fund accountant

6 **Resolved unanimously that:**

- 4You Accounting & Taxation be appointed fund accountant and be the contact address for the fund.

Fund bank account

7 **Resolved unanimously that:**

- a bank account named the M & A Roberts Superannuation Fund be established; and that the account and all dealings with the bank be operated by one or more of the directors of the trustee who will be the signatories to the account.

Documents

8 **Resolved unanimously that:**

- any of the directors of the trustee may sign receipts, acceptances, applications, contracts and other documents on the fund's behalf.

Contributions

9 **Resolved unanimously that:**

- contributions be received in respect of the members.

Fund auditor

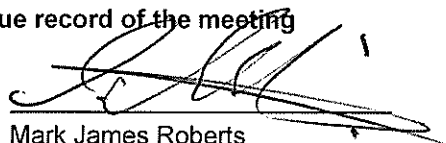
10 **Resolved unanimously that:**

- Jeff Collins Public Accountant be appointed auditor of the fund.

There being no further matters to discuss, the meeting was closed.

Signed as a true record of the meeting

Chairperson:


Mark James Roberts

Date:

29/12/2016

M & A Roberts Superannuation Fund

Minutes of the Meeting of the Directors of the Trustee

Venue	Unit 6 3 Benjamin Way Rockingham WA 6169
Date	22 December 2016
Present	Mark James Roberts Ashleigh Grace Roberts
Chair	Mark James Roberts

Investment objectives

- 1 **Resolved** that the fund have the following investment objectives:
 - an investment return in excess of inflation, that is, in excess of the Consumer Price Index (All Groups Weighted Average);
 - to hold assets in a form to enable the Fund to discharge existing and future liabilities in a manner which satisfies the members.

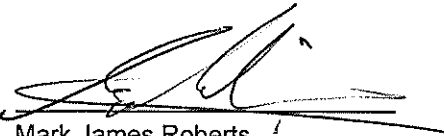
Investment objectives strategy

- 2 **Resolved** that the fund will have the ability to invest in the following areas:
 - direct equities and stocks, including participation in dividend reinvestment programs and rights issues or any other similar investments offered in this area;
 - property trusts and associated investments;
 - managed investments and associated products;
 - direct property investments; and
 - any other investment that is legal under the laws of the Commonwealth of Australia and its States and Territories.
- 3 **Noted** that in determining this strategy, the trustees considered whether to hold a contract of insurance for each of the members, and **resolved** to consider this requirement separately as soon as practicable.
- 4 **Resolved** that in giving effect to this strategy, the trustees will consider, in respect of each of the fund's investments, the aspects of the investment being in accordance with the fund's investment objectives and relevant legislation.
- 5 Further, the trustees will consider in respect of each investment, the risk to the fund and its members of acquiring it, the diversification of the investment vis a vis all of the other investments owned by the fund, the liquidity requirements of the fund in meeting its liabilities and the effect that each investment will have on those requirements and all

matters relating to the prudential nature of the investment after having assessed the entire financial position of the members.

- 6 The trustee will ensure that all the fund's investments are monitored and continue to comply with this strategy and the relevant legislation, and will ensure that this investment strategy is regularly reviewed.
- 7 The trustee reserve the right to alter this strategy at any time.

Signed as a true record of the meeting

Chairperson: 
Mark James Roberts

Date: 29/12/2018

Minutes of Meeting of the Directors of Trustee of the M & A Roberts Superannuation Fund

Venue	Unit 6 3 Benjamin Way Rochingham
Date	29/03/2017 16:00
Corporate Trustee Name	Mash Super WA Pty. Ltd.
Corporate Trustee ACN	616562577
Present	Mark James Roberts, Ashleigh Grace Roberts
Chair	Mark James Roberts

Limited Recourse Borrowing Arrangement for the fund

1 **Noted** by the persons present that:

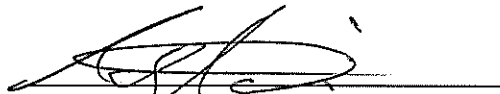
- 1.1 The fund has applied to St George Bank - a division of Westpac Corporation (**Lender**) to borrow money for the purchase of the following asset (**Asset**):
 - 6/108 Arcadia drive
 - Shoalwater, WA, 6169
 - Australia
 - Lot 1 on Plan 1 Volume 1 Folio 1
- 1.2 The fund has been provided with copies of the documents by which the fund will formally purchase the Asset;
- 1.3 The Lender has agreed to lend \$160,000.00 (**Loan Money**) to the fund on the condition that the Lender is provided with a charge or mortgage over the Asset, a Custodian is appointed to hold legal title to the Asset and the arrangements are otherwise in accordance with section 67A of the *Superannuation Industry (Supervision) Act 1993 (SIS Act)*;
- 1.4 Jace Group Pty. Ltd. (**Custodian**) has agreed to act as Custodian of the Assets;
- 1.5 The fund has agreed with the Lender to ensure that the Custodian provides the Lender with a charge over the Asset;
- 1.6 The arrangement is in compliance with the requirements of section 67A of the SIS Act; and
- 1.7 The arrangement, including all associated transactions, will not result in the fund breaching the SIS Act or any other requirements of superannuation law.

2 **Tabled** by the persons present:

- 2.1 a declaration of custody trust by which the Custodian agrees to hold legal title to the Asset for the fund; and
 - 2.2 a compliance letter being a letter from the fund to the Lender attesting to the fund's current and on-going compliance with the SIS Act and all other requirements of superannuation law.
- 3 **Resolved unanimously** by the persons present to:
- 3.1 Adopt and execute each of the documents by the chair executing the compliance letter and the trustee executing the Declaration of Custody Trust by the trustee's directors signing the document in accordance with section 127(1) of the Corporations Act 2001; and
 - 3.2 To pay all relevant duty on the documents.
- 4 There being no further matters to discuss, the meeting was closed.

Date: 29/03/2017

Signed:



Mark James Roberts

Chair

Minutes of Meeting of the Directors of Trustee of the M & A Roberts Superannuation Fund

Venue	Unit 6 3 Benjamin Way Rochingham
Date	29/03/2017 16:00
Corporate Trustee Name	Mash Super WA Pty. Ltd.
Corporate Trustee ACN	616562577
Present	Mark James Roberts, Ashleigh Grace Roberts
Chair	Mark James Roberts

Limited Recourse Borrowing Arrangement for the fund

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- 1.2 The fund has been provided with copies of the documents by which the fund will formally purchase the Asset;
- 1.3 The Lender has agreed to lend \$160,000.00 (**Loan Money**) to the fund on the condition that the Lender is provided with a charge or mortgage over the Asset, a Custodian is appointed to hold legal title to the Asset and the arrangements are otherwise in accordance with section 67A of the *Superannuation Industry (Supervision) Act 1993 (SIS Act)*;
- 1.4 Jace Group Pty. Ltd. (**Custodian**) has agreed to act as Custodian of the Assets;
- 1.5 The fund has agreed with the Lender to ensure that the Custodian provides the Lender with a charge over the Asset;
- 1.6 The arrangement is in compliance with the requirements of section 67A of the SIS Act; and
- 1.7 The arrangement, including all associated transactions, will not result in the fund breaching the SIS Act or any other requirements of superannuation law.

2 **Tabled** by the persons present:

2.1 a declaration of custody trust by which the Custodian agrees to hold legal title to the Asset for the fund; and

2.2 a compliance letter being a letter from the fund to the Lender attesting to the fund's current and on-going compliance with the SIS Act and all other requirements of superannuation law.

3 **Resolved unanimously** by the persons present to:

3.1 Adopt and execute each of the documents by the chair executing the compliance letter and the trustee executing the Declaration of Custody Trust by the trustee's directors signing the document in accordance with section 127(1) of the Corporations Act 2001; and

3.2 To pay all relevant duty on the documents.

4 There being no further matters to discuss, the meeting was closed.

Date: 29/03/2017

Signed:


Mark James Roberts
Chair

M & A Roberts Superannuation Fund

29 March, 2017

From:

Mash Super WA Pty. Ltd.
Unit 6
3 Benjamin Way
Rockingham, WA, 6168
Australia

To whom it may concern

Loan to the trustee of the M & A Roberts Superannuation Fund (Fund)

We refer to the proposed loan for \$160,000.00 (**loan money**) by the St George Bank - a division of Westpac Corporation ACN 007457141 (**lender**) to the Fund.

The Fund understands that, before the lender makes the loan money available to the Fund, the lender must be satisfied that the Fund complies with superannuation law. Accordingly, the trustee:

- 1 **Attaches** the most recent letter from the Fund's auditor confirming the Fund complies with superannuation law as at the date of the audit referred to in that letter;
- 2 **Confirms** that the Fund is registered with the Australian Taxation Office as a regulated and complying self-managed superannuation fund under the *Superannuation Industry (Supervision) Act 1993 (SIS Act)*;
- 3 **Attaches** a print out from the Federal Government's Super Fund Lookup Service (<http://superfundlookup.gov.au/Index.aspx>) confirming that the Fund has a 'complying' status;
- 4 **Confirms** that the purchase of, investment in and holding of the asset that will be purchased with the loan money will comply in all respects with superannuation law, including:
 - 4.1 The requirements of section 67A of the *Superannuation Industry (Supervision) Act 1993*:
 - 4.1.1 that the loan money only be used to purchase a single acquirable asset; and
 - 4.1.2 concerning the structure of the limited recourse borrowing arrangement' by which the asset will be purchased and held;
 - 4.2 The requirements of the SIS Act concerning the restrictions on acquiring assets from related parties of the Fund;
 - 4.3 The requirements of the SIS Act concerning the purchase of, investment in and holding of the asset complying with the 'sole purpose test' and not breaching the 'in-house asset rules';

- 4.4 The requirements of the SIS Act that the purchase of, investment in and holding of the asset constitutes a prudent investment made in accordance with the Fund's investment strategy; and
- 4.5 The requirements of the SIS Act that all relevant transactions contemplated by the 'instalment warrant arrangement' are entered into at arm's length or on arm's length terms in accordance with section 109 of the SIS Act.
- 5 **Confirms** that the Fund has an investment strategy and **attaches** a copy of that investment strategy; and
- 6 **Confirms** that clause 142 of the Fund's trust deed authorises, and that the trustee has done all things necessary to authorise, the borrowing of the loan money from the lender, including authorising of the Loan Agreement, Declaration of Custody Trust for the M & A Roberts Superannuation Fund and Mortgage.

Any questions in relation to the above should be directed to the Fund's trustee as follows:

Mash Super WA Pty. Ltd.
Unit 6
3 Benjamin Way
Rockingham, WA, 6168
Australia

Yours sincerely



Mark James Roberts

For and on behalf of the trustee of the Fund

M & A Roberts Superannuation Fund

29 March, 2017

From:

Mash Super WA Pty. Ltd.
Unit 6
3 Benjamin Way
Rockingham, WA, 6168
Australia

To whom it may concern

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The Fund understands that, before the lender makes the loan money available to the Fund, the lender must be satisfied that the Fund complies with superannuation law. Accordingly, the trustee:

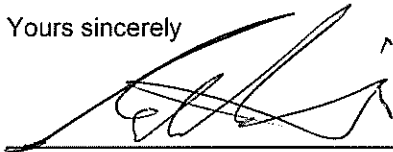
- 1 **Attaches** the most recent letter from the Fund's auditor confirming the Fund complies with superannuation law as at the date of the audit referred to in that letter;
- 2 **Confirms** that the Fund is registered with the Australian Taxation Office as a regulated and complying self-managed superannuation fund under the *Superannuation Industry (Supervision) Act 1993 (SIS Act)*;
- 3 **Attaches** a print out from the Federal Government's Super Fund Lookup Service (<http://superfundlookup.gov.au/Index.aspx>) confirming that the Fund has a 'complying' status;
- 4 **Confirms** that the purchase of, investment in and holding of the asset that will be purchased with the loan money will comply in all respects with superannuation law, including:
 - 4.1 The requirements of section 67A of the *Superannuation Industry (Supervision) Act 1993*:
 - 4.1.1 that the loan money only be used to purchase a single acquirable asset; and
 - 4.1.2 concerning the structure of the limited recourse borrowing arrangement' by which the asset will be purchased and held;
 - 4.2 The requirements of the SIS Act concerning the restrictions on acquiring assets from related parties of the Fund;
 - 4.3 The requirements of the SIS Act concerning the purchase of, investment in and holding of the asset complying with the 'sole purpose test' and not breaching the 'in-house asset rules';

- 4.4 The requirements of the SIS Act that the purchase of, investment in and holding of the asset constitutes a prudent investment made in accordance with the Fund's investment strategy; and
- 4.5 The requirements of the SIS Act that all relevant transactions contemplated by the 'instalment warrant arrangement' are entered into at arm's length or on arm's length terms in accordance with section 109 of the SIS Act.
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3 Benjamin Way
Rockingham, WA, 6168
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Mark James Roberts

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