

## Ketih Wilkinson Super 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 Ketih Wilkinson Super 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:

K.D. Wilkinson

Name:

KEITH WILKINSON

Date:

5-9-17

### Member's Consent to the "rollover"

I, KEITH WILKINSON (member name), by signing this form, consent to the rollover of my benefits into the **Ketih Wilkinson Super Fund**.

Signature of Member:

K.D. Wilkinson

Date:

5-9-17

## Ketih Wilkinson Super Fund

### Minutes of the Initial Meeting of the Trustees of the Ketih Wilkinson Super Fund

<b>Venue</b>	31 Greenfield Street, Boodarie WA 6722
<b>Date</b>	31 August 2017
<b>Present</b>	Keith Wilkinson Jodie-Leigh Wilkinson
<b>Chair</b>	Keith Wilkinson

#### Establishment of the Ketih Wilkinson Super 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 to members of the fund on their retirement.
- 2 **Noted** that the persons present have agreed to act as first trustees 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 Ketih Wilkinson Super Fund be established as a superannuation fund;
  - the trust deed be executed by the trustees in accordance with section 127(2) 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:
  - Keith Wilkinson
  - Jodie-Leigh Wilkinson

5 **Resolved unanimously that:**

- the membership applications be approved;
- the members be advised;
- that information be given to the members that the trustees reasonably believe 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:**

- Real Plus Accounting Pty Ltd be appointed fund accountant and be the contact address for the fund.

**Fund bank account**

7 **Resolved unanimously that:**

- a bank account named the Ketih Wilkinson Super Fund be established; and that the account and all dealings with the bank be operated by one or more of the trustees who will be the signatories to the account.

**Documents**

8 **Resolved unanimously that:**

- any of the trustees 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:**

- Anthoy Boys 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: K. D. Wilkinson  
Keith Wilkinson

Date: 31/08/2012

# Ketih Wilkinson Super Fund

## Minutes of the Meeting of the Trustees

<b>Venue</b>	31 Greenfield Street, Boodarie WA 6722
<b>Date</b>	31 August 2017
<b>Present</b>	Keith Wilkinson Jodie-Leigh Wilkinson
<b>Chair</b>	Keith Wilkinson

### 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: K.D. Wilkinson  
Keith Wilkinson

Date: 21/02/2017

## Ketih Wilkinson Super Fund

### Individual Trustee Declarations

I make the following declarations:

- I have not been convicted of an offence 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.
- I have not had a civil penalty order made against me under the *Superannuation Industry (Supervision) Act 1993*.
- I am not an insolvent under administration.
- I have not been disqualified under section 120A of the *Superannuation Industry (Supervision) Act 1993*.

Date: 31/08/2017

Signed: K.D. Wilkinson  
Keith Wilkinson  
**Trustee**

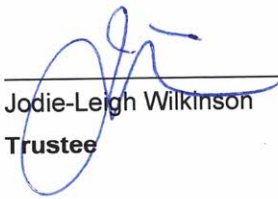
## Ketih Wilkinson Super Fund

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Date: 31/08/2017

Signed:   
\_\_\_\_\_  
Jodie-Leigh Wilkinson  
Trustee

## Ketih Wilkinson Super Fund

### Consent to Appointment as Trustee

I consent to being appointed a trustee of the Ketih Wilkinson Super Fund.

Date: 21/08/2017

Signed: K.D. Wilkiner  
Keith Wilkinson



## Ketih Wilkinson Super Fund

### Consent to Appointment as Trustee

I consent to being appointed a trustee of the Ketih Wilkinson Super Fund.

Date: 31/08/2017

Signed:   
Jodie-Leigh Wilkinson

## Application to become a Member

This Application Form contains 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 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 trustee of the fund.
    - Any information in relation to my medical condition.
- I will act as a 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	Keith Wilkinson
Applicant address	31 Greenfield Street, Boodarie WA 6722
Applicant occupation	Vending operator
Date of birth	02 June 1967
Applicant place of birth	Maryborough

## **Part 2 Death benefit arrangements**

In a separate document, I have entered into a Death Benefit Agreement with the trustees.

### **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 trustees of the Keith Wilkinson Super Fund.

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

My TFN is 490122878.

Date:                      31/08/2017

Signed:                      K.D. Wilkinson  
Keith Wilkinson

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

To the trustees of the Ketih Wilkinson Super Fund.

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

My TFN is 156234698.

Date: 31/08/2017

Signed:   
Jodie-Leigh Wilkinson

- 2 this Agreement may be replaced by the trustee and the member executing a later death benefit agreement at which time this Agreement terminates; and
- 3 this Agreement is not terminated, varied or otherwise affected by any variation to the Fund's Deed from time to time, unless the trustee and the member expressly agree to the contrary.

- The trustees are:
  - 1 Keith Wilkinson of  
31 Greenfield Street  
Boodarie, WA 6722
  - 2 Jodie-Leigh Wilkinson of  
31 Greenfield Street  
Boodarie, WA 6722
- The member's name is: Keith Wilkinson of 31 Greenfield Street  
Boodarie, WA 6722

## Definitions

**Pension dependant** means a person who satisfies the requirements of r6.21(2A) of the *Superannuation Industry (Supervision) Regulations 1994*.

**Retirement phase recipient** has the meaning given to that term in the Tax Act.

Superannuation income stream has the meaning given to that term in the Tax Act.

**Tax Act** means the *Income Tax Assessment Act 1936* or the *Income Tax Assessment Act 1997*, as appropriate, and the regulations made under the relevant Act.

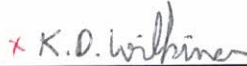
## Executed by the parties as a deed:

Dated: 31/08/2017

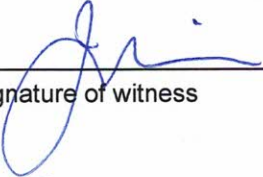
Signed sealed and delivered by  
Keith Wilkinson  
in the capacity of member in the presence of:

  
\_\_\_\_\_  
Signature of witness

JODIE WILKINSON  
\_\_\_\_\_  
Name of witness (please print)

  
\_\_\_\_\_  
Signature of individual

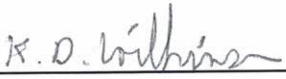
Signed sealed and delivered by  
Keith Wilkinson  
in the capacity of trustee in the presence of:

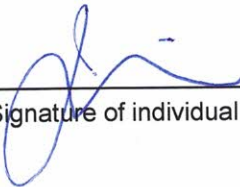
  
\_\_\_\_\_  
Signature of witness

  
\_\_\_\_\_  
Signature of individual

JODIE WILKINSON  
\_\_\_\_\_  
Name of witness (please print)

Signed sealed and delivered by  
Jodie-Leigh Wilkinson  
in the capacity of trustee in the presence of:

  
\_\_\_\_\_  
Signature of witness

  
\_\_\_\_\_  
Signature of individual

KEITH WILKINSON  
\_\_\_\_\_  
Name of witness (please print)

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

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