

Instructions and form for SMSF trustees

Trustee declaration

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

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





Self-managed super fund trustee declaration

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

Fund name

The Rich Lifetime Super 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)



Australian Government
Australian Taxation Office

Self-managed super fund trustee declaration

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

Fund name

The Rich Lifetime Super 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
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- remove the fund's complying status, which may result in significant adverse tax consequences for the fund
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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.

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- 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.

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- the risks associated with the fund's investments
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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

Jay Leigh Rich

Trustee's or director's signature




Date

7/1/18

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

Ann Tonks

Witness' signature

 A JUSTICE OF THE PEACE FOR VICTORIA
Reg. No. 11926
Ann Elizabeth Tonks
14 Ward Grove, Pascoe Vale Sth, 3044



Date

7/1/18

- 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).

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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
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 - copies of all annual returns lodged
 - accounts and statements that accurately record and explain the transactions and financial position of the fund
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- 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
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- 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

Nicole Eliza Rich

Trustee's or director's signature




Date

9/1/18


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

Ann Tonks

Witness' signature



A JUSTICE OF THE PEACE FOR VICTORIA
Reg. No. 11926
Ann Elizabeth Tonks
14 Ward Grove, Pascoe Vale Sth, 3044



Date

9/1/18

**APPLICATION FOR MEMBERSHIP FORM
THE RICH LIFETIME SUPER FUND**

Member Name: Jay Leigh Rich
Residential address: 403 Clarke St, NORTHCOTE, VIC 3070
Date of birth: 27 October 1980
TFN: 360 705 617

I apply to for membership with the Fund, and warrant as follows as a condition of my application:

1. I am not bankrupt.
2. I agree to act as a Natural Person Trustee, or as a Director of a Corporate Trustee, and in this capacity to act in accordance with the terms of the Governing Rules of the Fund, Special Rules of the Fund and the Superannuation Laws.
3. I acknowledge that the defined terms contained in this Application for Membership are identical to those used in the trust deed governing the Fund, and that I have had the opportunity to read and consider the Governing Rules of the Fund.
4. I have also had the opportunity to meet with legal, financial and accounting advisors, and am satisfied that membership in the Fund is appropriate to my circumstances and needs.
5. I understand that if I am accepted as a member, my membership may be subject to restrictions and/or classifications.
6. I understand that I may only contribute to the Fund if I am eligible under the Superannuation Laws to do so, and this includes any contributions made by other parties on my behalf.
7. I understand that membership in a SMSF carries with it risks, including but not limited to risks associated with disagreement with other members, liquidity and investment risk, and such other risks which follow the nature of a SMSF arrangement.
8. I acknowledge the Trustee is not and will not be liable for any loss suffered as a result of transactions being delayed or frozen.
9. I agree that, unless I provide notice to the Trustee in writing, I do not require any insurance to be held within the Fund in respect of me.
10. I undertake to provide any relevant information or documentary evidence to the Trustee and agree to submit to health and medical tests as and when requested by the Trustee.
11. I acknowledge the Trustee may collect my personal identification documents (as shown in Section Two) and Tax File Number (**TFN**), which will be treated as confidential in accordance with the *Privacy Act 1988 (Cth)* (**Privacy Legislation**) and will only be used for legal purposes (such as identifying and locating my Superannuation Interests, and calculating tax on any eligible termination payment I may be entitled to receive).
12. I agree to provide the Trustee with my TFN. I authorise the Trustee to provide my TFN to any other Superannuation Fund in which my Superannuation Interest may be transferred to and/or to the ATO.

13. I authorise the Trustee to retain and store information on my behalf despite any provision to the contrary in any Privacy Legislation.
14. I agree, if required, to complete any documentation which the Trustee may require, including a Binding Death Benefit Nomination, Substitute Decision-Maker Nomination, Default Superannuation Fund Nomination, and alike. I understand that it is beneficial to all members of the Fund to record my Nominations, so as to limit the opportunity and/or likelihood of disputes and other costs to the Fund associated with misunderstandings.
15. I understand that if I become a bankrupt person or subject to a Mandatory Transfer Event, the Trustee may, but is not required unless the Superannuation Laws prescribed, Roll-over my Superannuation Interests to any other Eligible Entity. If I have made a Default Superannuation Fund Nomination, then my Trustee will have regard to such Nominations. I also understand that the Trustee may not seek my consent in rolling over my Superannuation Interests in the event I am bankrupt or subject to a Mandatory Transfer Event.
16. I understand if I can make a Binding Death Benefit Nomination and/or SMSF Will, the Nomination may not be effected if I have nominated a person who is not eligible to receive the benefit under the Superannuation Laws, if I have made direction in respect to an Asset of the Fund which is not quarantined to my Superannuation Interest and/or I make a direction which threatens the solvency and/or SMSF Complying status of the Fund. I understand that it is best practice to disclose my Binding Death Benefit Nomination and/or SMSF to the Trustee and for the Trustee to obtain legal, financial and/or accounting advice to ascertain if the Nomination is lawful. I understand that the Trustee has no obligation to obtain advice, and it is therefore important that I obtain independent advice and consult with the Trustee. I understand that the Fund has limited membership and onerous terms (such as complicated Conditions of Release of Benefits and cascading provisions) may not be appropriate or agreeable. If I wish to include complicated provisions or attempt to quarantine a Fund Asset to pay a benefit from my Superannuation Interests, that it is best that I seek Trustee consent before making such provisions in my Binding Death Benefit Nomination and/or SMSF Will.
17. I declare that the information I provide to the Trustee is true and correct. I acknowledge it is my responsibility to inform the Trustee of any error or changes regarding these matters.



Jay Leigh Rich

Dated: _____

9/1/18

**APPLICATION FOR MEMBERSHIP FORM
THE RICH LIFETIME SUPER FUND**

Member Name: Nicole Eliza Rich
Residential address: 403 Clarke St, NORTHCOTE, VIC 3070
Date of birth: 12 February 1981
TFN: 390 984 514

I apply to for membership with the Fund, and warrant as follows as a condition of my application:

18. I am not bankrupt.
19. I agree to act as a Natural Person Trustee, or as a Director of a Corporate Trustee, and in this capacity to act in accordance with the terms of the Governing Rules of the Fund, Special Rules of the Fund and the Superannuation Laws.
20. I acknowledge that the defined terms contained in this Application for Membership are identical to those used in the trust deed governing the Fund, and that I have had the opportunity to read and consider the Governing Rules of the Fund.
21. I have also had the opportunity to meet with legal, financial and accounting advisors, and am satisfied that membership in the Fund is appropriate to my circumstances and needs.
22. I understand that if I am accepted as a member, my membership may be subject to restrictions and/or classifications.
23. I understand that I may only contribute to the Fund if I am eligible under the Superannuation Laws to do so, and this includes any contributions made by other parties on my behalf.
24. I understand that membership in a SMSF carries with it risks, including but not limited to risks associated with disagreement with other members, liquidity and investment risk, and such other risks which follow the nature of a SMSF arrangement.
25. I acknowledge the Trustee is not and will not be liable for any loss suffered as a result of transactions being delayed or frozen.
26. I agree that, unless I provide notice to the Trustee in writing, I do not require any insurance to be held within the Fund in respect of me.
27. I undertake to provide any relevant information or documentary evidence to the Trustee and agree to submit to health and medical tests as and when requested by the Trustee.
28. I acknowledge the Trustee may collect my personal identification documents (as shown in Section Two) and Tax File Number (**TFN**), which will be treated as confidential in accordance with the *Privacy Act 1988 (Cth)* (**Privacy Legislation**) and will only be used for legal purposes (such as identifying and locating my Superannuation Interests, and calculating tax on any eligible termination payment I may be entitled to receive).
29. I agree to provide the Trustee with my TFN. I authorise the Trustee to provide my TFN to any other Superannuation Fund in which my Superannuation Interest may be transferred to and/or to the ATO.

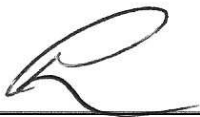
**NOTICE OF ACCEPTANCE TO ACT FORM
The Rich Lifetime Super Fund**

Name: Jay Leigh Rich
Residential address: 403 Clarke St, NORTHCOTE, VIC 3070

I, the above-named person, accept to act as Trustee of the Fund/Director of the Corporate Trustee of the Fund and:

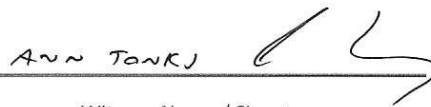
- I have read and considered **Part Two of the Governing Rules** and agree to act in accordance with such terms.
- I acknowledge I have had the opportunity to seek legal, financial and accounting advice prior to accepting to act.
- I acknowledge that if I act as a Substitute Decision-Maker of a Member, my appointment is subject to the terms of **the Governing Rules** and I agree to retire upon the terms shown therein.
- I acknowledge that as a condition of my acceptance that I must act in accordance with the Governing Rules, Special Rules and Superannuation Laws which apply to the Fund.
- I acknowledge that if I fail to act in good faith and with due regard to such the Governing Rules, Special Rules and Superannuation Laws, that I may be held personally liable and potentially criminally liable (if I act fraudulently or with gross wanton misconduct).
- I acknowledge that if I am subject to a Mandatory Transfer Event that I am required by the Governing Rules to confer with the other Trustees/Directors of the Corporate Trustee of the Fund, and may be required to relinquish my position.
- I have read and considered Part Two of the Governing Rules and agree to act in accordance with such terms.
- I authorise the Trustee/Directors of the Corporate Trustee of the Fund to record this Declaration in the books and records of the Fund.

Jay Leigh Rich of 403 Clarke St, NORTHCOTE, VIC 3070:



Jay Leigh Rich

Dated: 9/1/18



Witness Name / Signature

A JUSTICE OF THE PEACE FOR VICTORIA
Reg. No. 11926
Ann Elizabeth Tonks
14 Ward Grove, Pascoe Vale Sth. 3044



30. I authorise the Trustee to retain and store information on my behalf despite any provision to the contrary in any Privacy Legislation.
31. I agree, if required, to complete any documentation which the Trustee may require, including a Binding Death Benefit Nomination, Substitute Decision-Maker Nomination, Default Superannuation Fund Nomination, and alike. I understand that it is beneficial to all members of the Fund to record my Nominations, so as to limit the opportunity and/or likelihood of disputes and other costs to the Fund associated with misunderstandings.
32. I understand that if I become a bankrupt person or subject to a Mandatory Transfer Event, the Trustee may, but is not required unless the Superannuation Laws prescribed, Roll-over my Superannuation Interests to any other Eligible Entity. If I have made a Default Superannuation Fund Nomination, then my Trustee will have regard to such Nominations. I also understand that the Trustee may not seek my consent in rolling over my Superannuation Interests in the event I am bankrupt or subject to a Mandatory Transfer Event.
33. I understand if I can make a Binding Death Benefit Nomination and/or SMSF Will, the Nomination may not be effected if I have nominated a person who is not eligible to receive the benefit under the Superannuation Laws, if I have made direction in respect to an Asset of the Fund which is not quarantined to my Superannuation Interest and/or I make a direction which threatens the solvency and/or SMSF Complying status of the Fund. I understand that it is best practice to disclose my Binding Death Benefit Nomination and/or SMSF to the Trustee and for the Trustee to obtain legal, financial and/or accounting advice to ascertain if the Nomination is lawful. I understand that the Trustee has no obligation to obtain advice, and it is therefore important that I obtain independent advice and consult with the Trustee. I understand that the Fund has limited membership and onerous terms (such as complicated Conditions of Release of Benefits and cascading provisions) may not be appropriate or agreeable. If I wish to include complicated provisions or attempt to quarantine a Fund Asset to pay a benefit from my Superannuation Interests, that it is best that I seek Trustee consent before making such provisions in my Binding Death Benefit Nomination and/or SMSF Will.
34. I declare that the information I provide to the Trustee is true and correct. I acknowledge it is my responsibility to inform the Trustee of any error or changes regarding these matters.



Nicole Eliza Rich

Dated: _____

9/11/18

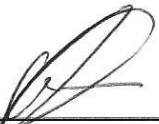
**NOTICE OF ACCEPTANCE TO ACT FORM
The Rich Lifetime Super Fund**

Name: Nicole Eliza Rich
Residential address: 403 Clarke St, NORTHCOTE, VIC 3070

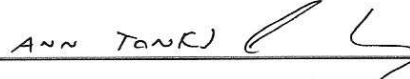
I, the above-named person, accept to act as Trustee of the Fund/Director of the Corporate Trustee of the Fund and:

- I have read and considered **Part Two of the Governing Rules** and agree to act in accordance with such terms.
- I acknowledge I have had the opportunity to seek legal, financial and accounting advice prior to accepting to act.
- I acknowledge that if I act as a Substitute Decision-Maker of a Member, my appointment is subject to the terms of **the Governing Rules** and I agree to retire upon the terms shown therein.
- I acknowledge that as a condition of my acceptance that I must act in accordance with the Governing Rules, Special Rules and Superannuation Laws which apply to the Fund.
- I acknowledge that if I fail to act in good faith and with due regard to such the Governing Rules, Special Rules and Superannuation Laws, that I may be held personally liable and potentially criminally liable (if I act fraudulently or with gross wanton misconduct).
- I acknowledge that if I am subject to a Mandatory Transfer Event that I am required by the Governing Rules to confer with the other Trustees/Directors of the Corporate Trustee of the Fund, and may be required to relinquish my position.
- I have read and considered Part Two of the Governing Rules and agree to act in accordance with such terms.
- I authorise the Trustee/Directors of the Corporate Trustee of the Fund to record this Declaration in the books and records of the Fund.

Nicole Eliza Rich of 403 Clarke St, NORTHCOTE, VIC 3070:



Nicole Eliza Rich



Witness Name / Signature

Dated: 9/01/18

A JUSTICE OF THE PEACE FOR VICTORIA
Reg. No. 11926
Ann Elizabeth Tonks
14 Ward Grove, Pascoe Vale Sth. 3044



**MINUTES OF MEETING OF TRUSTEE
THE RICH LIFETIME SUPER FUND**

DATE:

9/01/2018

HELD AT:

403 Clarke St, Northcote VIC 3070

CHAIRPERSON:

Jay Leigh Rich was appointed Chairperson of the meeting.

PRESENT:

Trustee: The Rich Lifetime Super Fund CT PTY LTD - ACN 623 545
139 of Level 7 50 King Street, Sydney, NSW 2000

BUSINESS:

The Chairperson tabled a motion to establish the administrative platforms and appoint the relevant service providers in respect to the Fund's administration, which Fund shall be known by the name of **The Rich Lifetime Super Fund** by:

1. applying to become a regulated complying self-managed superannuation fund;
2. applying for an Australian Business Number and a Tax File Number for the Fund;
3. establishing a cash account (such as a cash management trust) or cheque account for the fund as a clearing account for contributions and monies received and benefits and monies paid. Monies need to be deposited into this account as soon as practicable to cater for the running expenses of the Fund;
4. appointing an administrator and/or accountant to the Fund. The administrator and/or accountant's role is to provide information and reports as required under any administration agreement between the Trustee of the Fund and the administrator;
5. appointing an auditor to the Fund. The Superannuation Laws provide that an auditor must be appointed to the Fund on a yearly basis to provide an assessment of the Fund's compliance with the Superannuation Laws. The appointment should be in writing and evidenced by a Trustee minute to appoint an auditor.

IT WAS UNANIMOUSLY RESOLVED by all present that the Trustee will complete the following:

1. establish a cash account and deposit funds in the account to be held in the name of the Trustee;
2. notify the ATO of the Fund's intent to become a regulated self-

managed superannuation fund as well as completing ABN and TFN forms to be filed with the ATO;

3. formulate and implement an investment strategy of the Fund in accordance with section 52B(2)(f) of the *Superannuation Industry (Supervision) Act 1993 (Cth)* and the *Superannuation Industry (Supervision) Regulations 1994 (Cth)*;
4. appoint relevant professionals including, where required, an accountant, administrator, auditor, SMSF expert, SMSF investment expert and any other professional; and
5. accept Jay Leigh Rich and Nicole Eliza Rich as initial Members of the Fund.

CLOSURE: There being no further business, the meeting was closed.

Signed by the Chairperson as a record of the matters above resolved:



Jay Leigh Rich

Dated: _____

9/1/18

TABLE OF ANNEXURES	
Annexure	Form Name
A	ALTERNATE DECISION-MAKER NOMINATION FORM
<p>The ALTERNATE DECISION-MAKER NOMINATION FORM is referred to at Rule 6 of the Governing Rules. This Form may be used by Members to register their preferred person to act for a period of time, if they lack Mental Capacity, or if they die.</p> <p><i>Note: This Nomination should be made in conjunction with the Member's Estate Planning.</i></p>	
B	APPLICATION FOR MEMBERSHIP FORM
<p>The APPLICATION FOR MEMBERSHIP FORM is referred to in Part Three of the Governing Rules. This Application may be required by the Trustee to be completed for any new Members of the Fund.</p>	
C	DEATH BENEFIT NOMINATION
<p>A DEATH BENEFIT NOMINATION FORM is referred to at Parts 9 and 10 of the Governing Rules.</p> <p><i>Note: A Pension Interest Agreement and SMSF Will take precedence to a Binding Death Benefit Nomination. A Binding Death Benefit Nomination takes precedence over a Non-Binding Death Benefit Nomination.</i></p>	

**ALTERNATE DECISION-MAKER NOMINATION FORM
THE RICH LIFETIME SUPER FUND**

INSTRUCTIONS

In **Section Two**, you may nominate one or more persons to act as your Alternate Decision-Maker **during your lifetime**. Please read **Parts 2, 9 and 10** of the Governing Rules before completing this Section Two. The nominations in Section One should match your Enduring Power of Attorney. Whilst it is best to attach a copy of your Enduring Power of Attorney, this Form does not require you to do so.

You may nominate one or more persons to act together; however, please identify whether two or more persons act jointly (meaning all must agree) or by majority resolution (meaning the group of persons act jointly and resolve matters by a decision of the majority).

You may also wish to nominate one person or group of persons to act on a certain condition, but if the condition fails – then you nominate alternate persons. Please complete Table 1(A), 1(B) and (C).

In **Section Three**, you may nominate an Alternate Decision-Maker to act for you **upon your death**. This is a powerful position. This nomination should match any nomination you have made in your Will. As with Section Two, you can nominate one or more persons to act as your Alternate Decision-Maker upon your death.

Once completed, please return to the Trustee.

SECTION ONE: ABOUT THE MEMBER

Member Name:

In making this Alternate Decision-Maker Nomination, I, the above-named Member, confirm that I have read and considered the Instructions and have had the opportunity to obtain legal, financial and accounting advice before executing the Nomination.

**SECTION TWO: NOMINATION OF ALTERNATE DECISION-MAKER DURING THE
MEMBER'S LIFETIME**

I make the following Nomination of Alternate Decision-Maker to act as my Legal Personal Representative, in accordance with Section 17A of the *Superannuation Industry (Supervision) Act 1993 (SISA)* and Parts 2, 9 and 10 of the Governing Rules of the Fund during my lifetime on the terms shown:

- I appoint the person(s) shown in Column 1 of Table 1(A) to act in accordance with the decision-making requirements shown in Column 3 of Table 1(A).
- If the Event shown at Table 1(B) occurs, then I appoint the person(s) shown in Column 1 of Table 1(C) to act in accordance with the decision-making requirements shown in Column 3 of Table 1(C).
- If I strike through Table 1(B) and 1(C), I intend only to appoint the person(s) shown in Table 1(A).

**TABLE 1(A)
PRIMARY NOMINATION**

Column 1 Alternate Decision- Maker/Director	Column 2 Address of Alternate Decision-Maker/Director	Column 3 Decision-Making Requirements
		Solely/Jointly/By Majority Resolution/Other
		Solely/Jointly/By Majority Resolution/Other
		Solely/Jointly/By Majority

		Resolution/Other
TABLE 1(B) TERMINATION EVENT		
(Please explain under what circumstances the Nomination at Table 1(A) would fail.)		
TABLE 1(C) ALTERNATE NOMINATION		
Column 1 Alternate Decision-Maker/Director	Column 2 Address of Alternate Decision-Maker/Director	Column 3 Decision-Making Requirements
		Solely/Jointly/By Majority Resolution/Other
		Solely/Jointly/By Majority Resolution/Other
		Solely/Jointly/By Majority Resolution/Other

I direct that the Nominations made at this Section Two will apply:

- during my lifetime while I have Mental Capacity, for the following period of time: _____
- during my lifetime while I am a Mentally Incapacitated Person, but not if I have Mental Capacity
- irrespective of my Mental Capacity (i.e. the Alternate Decision-Maker/s will act both if I have Mental Capacity and if I am a Mentally Incapacitated Person)

I acknowledge that the above Nomination shown in Tables 1(A) and 1(C) grants to the Person(s) shown in the Tables the power to make decisions during my lifetime in respect to the administration of the Fund, including the payment, investment, distribution and/or such other matters relevant to such of my Superannuation Interests held in the Fund.

I confirm that I have also made an Enduring Power of Attorney with the above Nomination, and that the Trustee may request a copy of the Enduring Power of Attorney to hold with this Nomination (although I may black through any parts which are not relevant to my Superannuation Interests or the appointment terms made in this Nomination and/or deliver the Enduring Power of Attorney in a sealed envelope to a third party to hold in safe custody on terms allowing the Trustee to obtain access to the Enduring Power of Attorney on the determination by a medical practitioner that I am a Mentally Incapacitated Person).

I understand that if I change my Enduring Power of Attorney I must advise the Trustee, to ensure that my membership files are kept current.

I understand that the Alternate Decision-Maker has the powers given to them in my Enduring Power of Attorney, and as shown above.

SECTION THREE: NOMINATION OF ALTERNATE DECISION-MAKER ON DEATH OF MEMBER

I make the following Nomination of Alternate Decision-Maker to act as my Legal Personal Representative, in accordance with Section 17A of the SISA and Parts 2, 9 and 10 of the Governing Rules of the Fund, on and from my death:

- I appoint the person(s) shown in Column 1 of Table 2(A) to act in accordance with the decision-making requirements shown in Column 3 of Table 2(A).

- If the Event shown at Table 2(B) occurs, then I appoint the person(s) shown in Column 1 of Table 2(C) to act in accordance with the decision-making requirements shown in Column 3 of Table 2(C).
- If I strike through Table 2(B) and 2(C), I intend only to appoint the person(s) shown in Table 1(A).

TABLE 2(A) PRIMARY NOMINATION		
Column 1 Alternate Decision-Maker/Director	Column 2 Address of Alternate Decision-Maker/Director	Column 3 Decision-Making Requirements
		Solely/Jointly/By Majority Resolution/Other
		Solely/Jointly/By Majority Resolution/Other
		Solely/Jointly/By Majority Resolution/Other

TABLE 2(B) TERMINATION EVENT
(Please explain under what circumstances the Nomination at Table 2(A) would fail.)

TABLE 2(C) ALTERNATE NOMINATION		
Column 1 Alternate Decision-Maker/Director	Column 2 Address of Alternate Decision-Maker/Director	Column 3 Decision-Making Requirements
		Solely/Jointly/By Majority Resolution/Other
		Solely/Jointly/By Majority Resolution/Other
		Solely/Jointly/By Majority Resolution/Other

I acknowledge that the above Nomination shown in Tables 2(A) and 2(C) grants to the Person(s) shown in the Tables, the power to make decisions in respect to the administration of the Fund, including the payment, investment, distribution and/or such other matters relevant to such of my Superannuation Interests held in the Fund if I die.

I confirm that I have also made a Last Will with the above Nominations as Executors of my deceased estate, and that the Trustee may request a copy of the Last Will to hold with this Nomination (although I may black through any parts which are not relevant to my Superannuation Interests or the appointment terms made in this Nomination and/or deliver the Last Will in a sealed envelope to a third party to hold in safe custody on terms allowing the Trustee to obtain access to the Last Will on my death).

I understand that if I change my Last Will, I must advise the Trustee, to ensure that my membership files are kept current.

I understand that the Alternate Decision-Maker has the powers given to them in my Last Will, and as shown above.

Member Signature:	
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SECTION FOUR: WITNESS CONFIRMATION

I confirm, by the execution of this Alternate Decision-Maker Nomination, that the Member shown in Section One read and executed Sections Two and Three of the Nomination and that I have independently verified the identity of the Member by way of inspection.

Witness Signature:	
Witness Full Name:	
Address:	
Telephone Number:	
Date:	

**APPLICATION FOR MEMBERSHIP FORM
THE RICH LIFETIME SUPER FUND**

Member Name:			
Tax File Number:		Date of birth:	
Address:			

1. I apply for membership in the Fund.
2. I am not bankrupt, and I agree to act as a natural person trustee, or as a director of a corporate trustee, and in this capacity to act in accordance with the terms of the Governing Rules of the Fund, Special Rules of the Fund and the Superannuation Laws.
3. I have had the opportunity to read and consider the Governing Rules.
4. I have also had the opportunity to meet with legal, financial and accounting advisors, and am satisfied that membership in the Fund is appropriate to my circumstances and needs.
5. I understand that if I am accepted as a member, my membership may be subject to restrictions and/or classifications.
6. I understand that I may only contribute to the Fund if I am eligible under the Superannuation Laws to do so, and this includes any contributions made by other parties on my behalf.
7. I understand that membership in a SMSF carries with it risks, including but not limited to risks associated with disagreement with other members, liquidity and investment risk, and such other risks which follow the nature of a SMSF arrangement.
8. I acknowledge the Trustee is not and will not be liable for any loss suffered as a result of transactions being delayed or frozen.
9. I agree that, unless I provide notice to the Trustee in writing, I do not require any insurance to be held within the Fund in respect of me.
10. I undertake to provide any relevant information or documentary evidence to the Trustee and agree to submit to health and medical tests as and when requested by the Trustee.
11. I acknowledge the Trustee may collect my personal identification documents (as shown in Section Two) and Tax File Number (TFN), which will be treated as confidential in accordance with the *Privacy Act 1988 (Cth)* (Privacy Legislation) and will only be used for legal purposes (such as identifying and locating my Superannuation Interests, and calculating tax on any eligible termination payment I may be entitled to receive).
12. I agree to provide the Trustee with my TFN. I authorise the Trustee to provide my TFN to any other Superannuation Fund in which my Superannuation Interest may be transferred to and/or to the ATO.
13. I authorise the Trustee to retain and store information on my behalf despite any provision to the contrary in any Privacy Legislation.
14. I understand that if I become a bankrupt person or subject to a Mandatory Transfer Event, the Trustee may, but is not required unless the Superannuation Laws prescribed, Roll-over my Superannuation Interests to any other Eligible Entity. If I have made a Default Superannuation Fund Nomination, then the Trustee will have regard to such nominations. I also understand that the Trustee may not seek my consent in rolling over my Superannuation Interests in the event I am bankrupt or subject to a Mandatory Transfer Event.
15. I understand if I can make a Binding Death Benefit Nomination and/or SMSF Will, the nomination may not be effected if I have nominated a person who is not eligible to receive the benefit under the Superannuation Laws, if I have made direction in respect to an Asset of the Fund which is not quarantined to my Superannuation Interest and/or I make a direction which threatens the solvency and/or SMSF Complying status of the Fund.
16. I understand that it is best practice to disclose my Binding Death Benefit Nomination and/or SMSF Will to the Trustee and for the Trustee to obtain legal, financial and/or accounting advice to ascertain if the nomination is lawful. I understand that the Trustee has no obligation to obtain advice before receiving my Binding Death Benefit Nomination and/or SMSF Will, and it is therefore important that I obtain independent advice and consult with the Trustee.

17. I declare that the information I provide to the Trustee is true and correct. I acknowledge it is my responsibility to inform the Trustee of any error or changes regarding these matters.

Member Signature:	
Date:	

DEATH BENEFIT NOMINATION FORM THE RICH LIFETIME SUPER FUND

INSTRUCTIONS

- In **Section One**, please complete your details.
- In **Section Two**, select the appropriate options at each of items (a) and (b). Please note that, if either or both of the items marked with an * are selected, your execution of the Form is required to be witnessed at least ONE independent adult witnesses who is other than a Member of the Fund or a beneficiary nominated in this Form.
- In **Section Three**, please identify how you require your benefits to be paid in the event of your death. Eligible Primary Beneficiaries include the Legal Personal Representative of your deceased estate and/or your Dependants (e.g. Spouse, Children and/or a person who is financially dependent on you or in an Interdependency Relationship with you).
- In **Section Four**, please identify how you require your benefits to be paid in the event of your death. Eligible Secondary Beneficiaries include the Legal Personal Representative of your deceased estate and/or your Dependants (e.g. Spouse, Children and/or a person who is financially dependent on you or in an Interdependency Relationship with you).
- In **Section Five**, please read the statements contained and, if satisfied, complete your name, signature and the date. In the event you have selected at Section Two that the Nomination is either non-lapsing or binding (or both), please sign this document in the presence of at least **ONE** (1) independent adult witnesses who is other than a Member of the Fund, a Member's Relative, a Trustee of the Fund (including directors of a corporate trustee) and/or or a beneficiary nominated in this Form.
- Your witnesses will also need to complete **Section Six**.
- Once completed, forward the Form to the Trustee of the Fund.

It is highly recommended that the Member submit to the Trustee an Alternate Decision-Maker Nomination at the same time as completing the Death Benefit Nomination Form.

SECTION ONE: ABOUT THE MEMBER

Member Name:	
--------------	--

SECTION TWO: NOMINATION OPTIONS

- (a) The Nomination made in this Form is:
- *binding on the Trustee of the Fund; or
- **non-binding.

***In the event that you have selected non-binding at Section Two(a), this Nomination is not binding on your Alternate Decision-Maker when deciding how your Superannuation Interests should be paid. If you make a non-binding direction, your Alternate Decision-Maker will be vested with authority to select your nominated beneficiaries subject to the Governing Rules (see Parts 2, 9 and 10 of the Governing Rules).*

- (b) The Nomination made in this Form is also:
- *non-lapsing; or
- ***lapsing, and expires after:
- a period of 3 (three) years
- other: _____
- _____
- _____

****In the event that you have selected lapsing at Section Two(b), this Nomination will expire after the period indicated by you. Following expiration of the period indicated, you must make a new Nomination (failing which, no Nomination is recorded for consideration by the Trustee).*

SECTION THREE: NOMINATION OF PRIMARY BENEFICIARY(IES) OF SUPERANNUATION INTERESTS

In the event of my death, I nominate the following (each being either my Legal Personal Representative and/or a Dependant of me) to be paid my Superannuation Interests in the Fund (excepting any part which is dealt with in accordance with a valid reversionary term of one or more Pension Interest Agreements):

OPTION ONE (if you wish 100% of your Superannuation Interests to pass to your Estate):

Please pay my Superannuation Interests held in the Fund to the Legal Personal Representative of my Estate.

OPTION TWO (if you wish less than 100% (or no part) of your Superannuation Interests to pass to your Estate):

Please pay my Superannuation Interests held in the Fund (excepting any part of my Superannuation Interests which are subject to a **valid** Auto-Reversionary Pension Interest Agreement or Conditional Pension Interest Agreement) as shown in Table 1. Complete Table 1 by:

- Entering the full name and address of the Primary Beneficiary at Table 1 Column A.
- Entering the relationship of the Primary Beneficiary to you at Table 1 Column B.
- If there is only one Primary Beneficiary, enter 100% in the corresponding Table 1 Column C. If there is more than one Primary Beneficiary, then the total of the percentages at Table 1 Column C must add up to 100%.
- Enter how you approve the benefit to be paid to the Primary Beneficiary in Colum D. If you wish the benefit to be paid as a Pension, mark **(P)**. If you wish the benefit to be paid as a Lump Sum, mark **(LS)**. If you allow the Primary Beneficiary to nominate his/her own preference, then mark **(PBP)**.
- If you wish to nominate additional Primary Beneficiaries, please note that you are expanding this Section Three, and use a separate sheet of paper attached to the Binding Death Benefit Nomination for such purpose. Each of your witnesses and you will need to sign the additional sheet of paper, to ensure its authenticity.
- *Note: if you wish to pay any part of the benefit to the Legal Personal Representative of your Estate, then please insert "Legal Personal Representative of my Estate" at Table 1 Column A, enter nothing under Table 1 Column B, and record the percentage at Table 1 Column C.*

Column A	Column B	Column C	Column D
Primary Beneficiary Name and Address:	Relationship:	% of Benefit:	As a Pension (P) , Lump Sum Payment (LSP) or Primary Beneficiary discretion (PBD) ?

Total of Column C (must equal 100%, or the Nomination is invalid)		%	

SECTION FOUR: NOMINATION OF SECONDARY BENEFICIARY(IES) OF SUPERANNUATION INTERESTS

If you wish to nominate an alternate Person/s (**Secondary Beneficiary** or **Secondary Beneficiaries**) to take if a person nominated at Table 1 (**Primary Beneficiary**) fails to survive you, then please do so by:

- Entering the full name of the Primary Beneficiary at Table 2 Column A.
- Entering the full name, address and relationship to you of the Secondary Beneficiary or Secondary Beneficiaries at Table 2 Column B.
- If there is only one Secondary Beneficiary for a Primary Beneficiary, then enter 100% in the corresponding Column C. If there are more than one Secondary Beneficiaries for a Primary Beneficiary, then ensure the total of the Secondary Beneficiaries provisions add up to 100%. *(Note: The interest divided here is only the interest which the Primary Beneficiary was entitled to as a consequence of the provision at Section Three.)*
- If there is only one Secondary Beneficiary for a Primary Beneficiary, then enter 100% in the corresponding Column C. If there are more than one Secondary Beneficiaries for a Primary Beneficiary, then ensure the total of the Secondary Beneficiaries provisions add to 100% if Tenants in Common. *(Note: The interest divided here is only the interest which the Primary Beneficiary was entitled to as a consequence of the provision at Section Three.)* If there is more than one Secondary Beneficiary and the interest is to make the benefit a joint Asset of them, then no percentage needs to be detailed.
- The below table allows three Secondary Beneficiaries entries beside each Primary Beneficiary. If there are more Secondary Beneficiaries nominated to any Primary Beneficiary, please note that you are expanding this Section Four, and use a separate sheet of paper attached to the Binding Death Benefit Nomination for such purpose. Each of your witnesses and you will need to sign the additional sheet of paper, to ensure its authenticity.
- Enter how you approve the benefit to be paid to the Secondary Beneficiary in Colum D. If you wish the benefit to be paid as a Pension, mark (**P**). If you wish the benefit to be paid as a Lump Sum, mark (**LS**). If you allow the Secondary Beneficiary to nominate his/her own preference, then mark (**SBP**).

Table 2			
Column A	Column B	Column C	Column D
Full name of Primary Beneficiary	Full name and addresses of Secondary Beneficiaries, and relationship to you	Joint Tenants <i>(individual percentage not required)</i> , or Tenants in Common <i>(include percentages of each individual Secondary Beneficiary)</i> .	As a Pension (P), Lump Sum (LS), or Secondary Beneficiary discretion (SBD)?
1			

2			

SECTION FIVE: MEMBER DECLARATION

I confirm:

1. In the event I have not answered Section Two(b), this Nomination is deemed to be a **lapsing nomination**, and expires after a period of 3 (three) years or as otherwise shown.
2. In the event I have not answered Section Two(a), this Nomination is deemed to be a **non-binding nomination**.
3. If this is a **non-binding nomination**, I understand that my Alternate Decision-Maker will determine in its discretion who receives my Superannuation Interests (excepting that part which is supporting a valid Auto-Reversionary Pension Interest Agreement, Conditional Pension Interest Agreement or other Pension Interest Agreement with a reversionary term.)
4. If this is a lapsing nomination, I acknowledge that this nomination is valid until the event indicated in Section Two(b) and acknowledge that it is my responsibility to provide the Trustee with a new Death Benefit Nomination Form prior to expiry of the existing nomination.
5. I acknowledge that, in the event this Death Benefit Nomination Form lapses, is revoked or ceases to be valid at the date of my death, and a new Nomination has not been made by me and accepted by the Trustee, then the payment of my Superannuation Interests will be made at my Alternate Decision-Maker's discretion.
6. I understand that if I my Superannuation Interests are in part or in whole supporting an Auto-Reversionary Pension Interest Agreement, Conditional Pension Interest Agreement or other Pension Interest Agreement with a reversionary term, then provided the reversionary terms are valid and effective on my death, then that part of my Superannuation Interests will not be dealt with under this Section Three.
7. I understand that if my Superannuation Interests are in part or in whole supporting an Auto-Reversionary Pension Interest Agreement, Conditional Pension Interest Agreement or other Pension Interest Agreement with a reversionary term, and the reversionary terms are not valid and effective on my death, then that part of my Superannuation Interests will be included in the distribution made under this Binding Death Benefit Nomination.
8. I understand that, if I make this a **binding nomination**, any existing Binding Death Benefit Nomination Form or SMSF Will will be revoked and replaced.
9. I confirm that the beneficiaries nominated are a Dependant of me in accordance with the *Superannuation Industry (Supervision) Act 1993 (Cth)*, or my Legal Personal Representative.
10. I understand I should review my Death Benefit Nomination Form regularly, especially when my circumstances change (e.g. marriage, having children or any other life changing event), to ensure my nomination is always up to date.
11. I have had the opportunity to read Parts 9, 10 and 11 of the Governing Rules, and have had the opportunity to seek legal, financial and accounting advice before making this nomination.
12. I declare that the information I have provided to the Trustee is true and correct. I acknowledge it is my responsibility to inform the Trustee of any error or changes regarding these matters.

I request that the Trustee accept my nomination listed above.

Member Signature:	
Date:	

SECTION SIX: WITNESS DECLARATION**(NOTE: Only ONE witness is required, but TWO witnesses are recommended.)**

I declare: <ul style="list-style-type: none"> • I am over 18 (eighteen) years of age; • I am not a nominated beneficiary of the Member, Trustee or Member's Relative; and • This Form was signed and dated by the Member in my presence. 	I declare: <ul style="list-style-type: none"> • I am over 18 (eighteen) years of age; • I am not a nominated beneficiary of the Member, Trustee or Member's Relative; and • This Form was signed and dated by the Member in my presence.
Witness 1 Full Name:	Witness 2 Full Name:
Witness 1 Signature:	Witness 2 Signature:
Witness 1 Address:	Witness 2 Address:
Date:	Date:

DEFINITIONS

Binding means that, provided that no event has occurred that would invalidate the Nomination (such as the death of the Beneficiaries nominated, or the Beneficiaries nominated no longer being the Member's Legal Personal Representative or Dependant), the Trustee and Member's Alternate Decision-Maker are bound to pay the Member's Superannuation Interests (other than any interests supporting an Auto-Reversionary Pension Interest Agreement, Conditional Pension Interest Agreement or other Pension Interest Agreement with a valid reversionary term) to the Beneficiaries nominated in the proportions nominated.

Dependant includes the Member's legal or de facto Spouse, Member's Children (including step Children and adult Children), a Person in an Interdependency Relationship with a Member, a Person who is wholly or partially financially dependent on the Member, and any other Person the Superannuation Laws define as a Dependant of a Member. Note, only a Dependant as the term is defined in the *Income Tax Assessment Act 1997 (ITAA97)* is eligible to receive a Pension Interest from a Deceased Member.

Interdependency Relationship means the Person and the Member live together and have a close personal relationship and one or both of the parties provide the other with financial support and domestic support and personal care.

Lapsing means that the Nomination contained in the Death Benefit Nomination Form applies only for a set period of time, which shall expire upon the event/s indicated at Section Two(b) occurring.

Member means the person named at Section One.

Non-binding means that the Trustee and Alternate Decision-Maker may consider the Nomination made in the Death Benefit Nomination Form, but is not bound to pay the Member's Superannuation Interests in accordance with the Nomination made by the Member.

Non-lapsing means that the Nomination contained in the Death Benefit Nomination Form applies in perpetuity unless revoked by the Member by notice in writing to the Trustee, or until the Nomination is revoked by a new Death Benefit Nomination Form being submitted to and accepted by the Trustee.

Legal Personal Representative means the Person or Persons appointed on or following the Member's death as the Executor or Administrator of the Member's Estate.

RESOLUTION OF THE TRUSTEE OF THE RICH LIFETIME SUPER FUND

Date:
Present:
Held:

Jay Leigh Rich and Nicole Eliza Rich
403 Clarke St, NORTHCOTE, VIC 3070

The Trustee of the above fund DO HEREBY RESOLVE as follows:

ADOPTION OF INVESTMENT POLICY STATEMENT, OBJECTIVE AND STRATEGY

It is noted that the Trustees have formulated investment objectives for the fund and an investment strategy to achieve those objectives, (the investment objectives and investment strategy together as attached) having regard to the whole of the circumstances of the fund, including:

- (i) the risk involved in making, holding and realising, and the likely return from the entity's investments having regard to its objectives and its expected cash flow requirements;
- (ii) the composition of the entity's investments as a whole including the extent to which the investments are diverse or involve the entity in being exposed to risks from inadequate diversification;
- (iii) the liquidity of the entity's investments having regard to its expected cash flow requirements;

- the ability of the entity to discharge its existing and prospective liabilities;
- the fund profile;
- anticipated future contributions;
- past investment performance; and
- the current investment portfolio and asset mix,

The Trustee resolved to adopt the investment objectives of the fund being "The Trustees of the fund have the objective of maintaining the fund in line with the governing rules of the fund and SISAs and through its investment strategy seeking to maximise the superannuation benefits of all members of the fund having regard to risk and reward" and adopt and implement the investment strategy herein.

EXECUTED BY:

The Trustee

The Rich Lifetime Super Fund CT PTY LTD - ACN 623 545 139 of Level 7 50 King Street, Sydney, NSW 2000 by being signed by the persons authorised to sign on behalf of the company pursuant to section 127 of the Corporations Act 2001 (Cth):

 Jay Leigh Rich
 Director
 Dated: 9/11/18

 Nicole Eliza Rich
 Director
 Dated: 9/11/18