



Self managed super fund trustee declaration

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

Fund name

Mellino 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.

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

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

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

SOLE PURPOSE

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

TRUSTEE DUTIES

I understand that by law I must:

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

Investment restrictions

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

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

Accepting contributions and paying a benefit

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

Administration

I understand that the trustees of the fund must:

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

DECLARATION

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

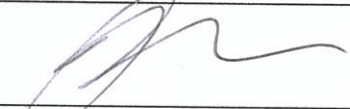
- I must ensure this document is retained for at least 10 years or while I remain a trustee or director of the corporate trustee (whichever is longer) and if I fail to do this, penalties may apply, and
- I may have to make this document available for inspection by a member of staff of the Tax Office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

Trustee's or director's name

John Mellino

Angela Mellino

Trustee's or director's signature



Date

Day / Month / Year
□□ / □□ / □□□□

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

Witness' signature

Date

Day / Month / Year
□□ / □□ / □□□□

Audit Representation Letter from Trustee(s)

MELLINO SUPERFUND

Year ended 30 June 2021

To the auditor,

Dear Sir,

With respect to the audit of the financial statements of the above mentioned fund for the year ended stated, the following representations are made which are true and correct to the best of my (our) knowledge and belief that will address the necessary compliance requirements of the *Superannuation Industry (Supervision) Act 1993*.

Preparation of the ATO Income Tax & Regulatory Return

The information disclosed in the annual return is complete and accurate.

Sole Purpose of the Fund

The sole purpose of the Fund is to provide retirement and/or death benefits to its members and/or beneficiaries.

Accounting Policies

All the significant accounting policies of the Fund are adequately described in the Financial Statements and the Notes thereto. These policies are consistently applied unless specifically noted in the Financial Statements and Notes.

Fund Books/Records/Minutes

All financial books, records and relevant material relating to the transactions and activities of the Fund have been made available to you, including minutes of the Trustees' meetings, the Trust Deed (as amended) and the Rules of the Fund. The Financial Statements accurately disclose the Revenue and Expenses and the full extent of the Assets and Liabilities of the Fund.

Asset Form

The assets of the Fund are being held in an acceptable form suitable for the benefit of the members of the Fund, and have been stated at their net market value.

Ownership and Pledging of Assets

1. The Fund has satisfactory title to all assets shown in the Financial Statements
2. Investments are registered in the name of Mellino Superfund
3. No assets of the Fund have been pledged to secure liabilities of the Fund or of any other fund or entity.

Investments

1. Investments are carried in the books at their net market value.
2. Amounts stated are considered reasonable in the current market condition, and there has not been any permanent diminution in their value below the amounts recorded in the Financial Statements.
3. There are no commitments, fixed or contingent, for the purchase or sale of long term investments.
4. Investment transactions and investments held are in accordance with the Investment Strategy, which has been determined with due regard to risk, return, liquidity and diversity.
5. The Trustee(s) have complied with all the Investment Standards stipulated in the Regulations relating to the SIS Act as amended.

Trust Deed Amendments

All amendments (if any) to the Trust Deed were made in order for the Fund to comply with the SIS Act, Regulations and any other applicable legislation relating to the operation and governance of the Fund.

Governing Rules

The Fund is being conducted in accordance with its Trust Deed and Governing Rules.

Legislative Requirements

The Fund is being conducted in accordance with the *Superannuation Industry (Supervision) Act 1993*, and the Regulations of the said Act.

Trustee Responsibilities

The Trustees are aware of their responsibilities to the Members and the various regulatory bodies.

Trustee Covenants

The Trustee(s) have complied with all the Trustee Covenants set out in section 52 of the *Superannuation (Supervision) Act 1993*.

Disqualified person not to act as a Trustee

There is no reason why any Trustee should be prohibited from acting as a Trustee of this Superannuation Fund.

Information to Members

Information relating to the transactions and activities of the Fund has been supplied in a timely manner.

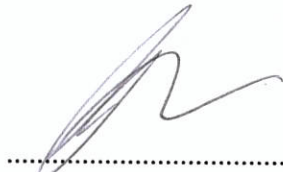
Meetings

Meetings have been conducted in accordance with the Trust Deed and the requirements of the SIS Act. Resolutions and issues on which the Trustee(s) have voted, or on which they were required to vote have been passed by at least a 2/3rds majority of the Trustees.

Subsequent Events

Since the end of the financial year stated in the Financial Statements till the date of this letter, there have been no events or transactions that would have a material effect upon the Fund either financially or operationally.

Yours faithfully



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John Mellino – Director to Corporate Trustee

ENGAGEMENT LETTER

To: The Trustee, Jmamm Pty Ltd

Scope

You have requested that we audit the financial report of Mellino SuperFund, which comprises the balance sheet as at 30 June 2021, and the income statement for the year then ended a summary of significant accounting policies, other explanatory notes and the trustees' declaration. We are pleased to confirm our acceptance and our understanding of this engagement by means of this letter. Our audit will be conducted with the objective of expressing an opinion on the financial report and compliance with the *Superannuation Industry Supervisory Act 1993*.

We will conduct our audit in accordance with Australian Auditing Standards. Those Auditing Standards require that we comply with relevant ethical requirements relating to audit engagements and plan and perform the audit to obtain reasonable assurance whether the financial report is free from material misstatement. An audit involves performing audit procedures to obtain audit evidence about the amounts and disclosures in the financial report. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial report, whether due to fraud or error. An audit also includes evaluating the appropriateness of the financial reporting framework, accounting policies used and the reasonableness of accounting estimates made by the Trustees, as well as evaluating the overall presentation of the financial report.

Because of the test nature and other inherent limitations of an audit, together with the inherent limitations of any accounting and internal control system, there is an unavoidable risk that even some material misstatements may remain undiscovered. In making our risk assessments, we consider internal control relevant to the entity's preparation of the financial report in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control.

We take this opportunity to remind you that the responsibility for the preparation and fair presentation of the financial report in accordance with Australian Accounting Standards (including the Australian Accounting Interpretations) and the *Superannuation Industry Supervisory Act 1993* is that of the trustees. Our auditor's report will explain that the trustees are responsible for the preparation and the fair presentation of the financial report in accordance with the applicable financial reporting framework and this responsibility includes:

- designing, implementing and maintaining internal control relevant to the preparation of a financial report that is free from misstatement, whether due to fraud or error;
- selecting and applying appropriate accounting policies; and
- making accounting estimates that are reasonable in the circumstances.

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

Other Matters under the *Corporations Act 2001*

Independence

We confirm that, to the best of our knowledge and belief, we currently meet the independence requirements of the *Corporations Act 2001* in relation to the audit of the financial report. In conducting our audit of the financial report, should we become aware that we have contravened the independence requirements of the *Corporations Act 2001*, we shall notify you on a timely basis.


We look forward to your full cooperation and make available to us whatever records, documentation and other information we request in connection with our audit.

Please sign and return the attached copy of this letter to indicate that it is in accordance with your understanding of the arrangements for our audit of the financial report.

Yours faithfully,

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A.W. Boys
Registered Company Auditor 67793
Dated

Acknowledged on behalf of, Mellino Superannuation Fund by


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John Mellino – Director to Corporate Trustee

Minutes of Meeting of Trustee of
MELLINO SUPERFUND
Held at: 30 The Battlement CASTLECRAG NSW
On 30th June 2021

Present: John Mellino (Chairperson)
Angela Mellino

Minutes: The Chairperson reported that the minutes of the previous meeting had been signed as a true record.

Financial Statements

Of Superannuation Fund: It was resolved that the financial statements would be prepared as a Special Purpose Financial Report as, in the opinion of the Trustees, the Superannuation Fund is a non-reporting entity and therefore is not required to comply with all the Australian Accounting Standards.

The Chairperson tabled the Financial Statements and Notes to the financial statements of the Superannuation Fund in respect of the year ended and it was resolved that such Statements be and are hereby adopted as tabled.

Trustee's Declaration: It was resolved that the Trustee's Declaration of the Superannuation Fund be signed.

Form F Annual Return: Being satisfied that the fund had complied with the requirements of the Superannuation Industry (Supervision) Act 1993 and regulations during the year ended 30 June 2021, it was resolved that the Annual return be approved, signed and lodged with the Australian Taxation Office.

Investment Strategy: The investment performance was reviewed and found to be within the acceptable investment ranges outlined in the investment strategy. After considering the risk, rate or return and liquidity of the investments and the ability of the fund to discharge its existing liabilities it was resolved that no changes in the investment strategy were required.

Allocation of Income: It was resolved that the income of the fund would be allocated to the members based on their percentage of opening balance.

**Auditors and Tax
Agents:**

It was resolved that A.W.Boys act as the auditor for the fund for the year ending 30 June 2021.

Trustee Status:

Each of the trustees confirmed that they are qualified to act as trustees of the fund and that they are not disqualified persons as defined by section 121 of the SIS Act.

All resolutions for this meeting were made in accordance with regulation 4.8 of the SIS Act and regulations.

There being no further business the meeting then closed.

Signed as a true record.



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John Mellino - Chairperson

Minutes of Meeting of Trustee of
MELLINO SUPERFUND
Held at: 30 The Battlement CASTLECRAG NSW,
On 30th June 2021

Present: John Mellino (Chairperson)
Angela Mellino

Minutes: The Chairperson reported that the minutes of the previous meeting had been signed as a true record.

Contribution made by Members

It was resolved that the following contributions have been made by members for the financial year ended 30 June 2021

<u>Member</u>	<u>Amount</u>	<u>Type</u>
John Mellino	\$19,711.51	Concessional - Employer
Angela Mellino	\$25,000.00 \$ 242.79	Concessional – Employer Roll-in Unclaimed Funds

TOTAL CONTRIBUTIONS: \$44,956.30

Trustee Status: Each of the trustees confirmed that they are qualified to act as trustees of the fund and that they are not disqualified persons as defined by section 121 of the SIS Act.

All resolutions for this meeting were made in accordance with regulation 4.8 of the SIS Act and regulations.

Signed as a true record.


.....
John Mellino - Chairperson

MELLINO SUPERFUND

INVESTMENT STRATEGY

INVESTMENT OBJECTIVES

The trustees of the above superannuation fund believe that the following general investment objectives should be considered:

- To provide superannuation benefits to the members of the fund to meet their retirement needs.
- To ensure that an appropriate mix of assets are owned by the fund by taking into account the age of the members.
- To achieve a rate of return greater than the CPI increases.
- To maintain a low level of capital volatility.
- To ensure that assets of the fund are liquid enough to meet expected cash flow requirements.

INVESTMENT STRATEGY

To achieve the above investment objectives of the fund, the trustees have determined that the fund will consider investments in the following areas:

- Real Property
- Cash and any other interest bearing deposits.

The trustees believe that a return in excess of CPI when averaged over a five-year period is considered to be a good return on investment.

In determining this strategy the trustees have considered all investment objectives, the fund's trust deed and any other relevant legislation.

It is noted that the trustees should also seek appropriate professional advice when required.

POLICIES

The policies of the fund are as follows:

- To continually monitor the performance of the fund's investments.
- To monitor the liquidity requirements of the fund.
- To monitor the economic and market conditions.

INSURANCE

The members have considered their insurance requirements. A suitable level of cover has been established where considered appropriate.

The trustees reserve the right to alter any of the above asset classes, percentages and returns on investment values as and when they see fit.



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John Mellino – Director to Corporate Trustee

RENTAL AGREEMENT

This Agreement, executed in duplicate, made and entered into as of **19th April 2021**, between **JMAMM PTY LIMITED ATF MELLINO SUPERFUND**, hereinafter called the Lessor, and **THE MELLINO FAMILY TRUST**, herein after called the Lessee.

WITNESSETH:

Lessor and Lessees, for and in consideration of the covenants and agreements hereinafter contained, do hereby enter into the following lease agreement:

1. Lessor shall lease to Lessees, 40 hectares of farm land owned by Lessor, located in 139_Warraba Road, THE BRANCH NSW 2425.
2. Lessees shall pay to the Lessor the sum of **\$125 per week** for each year specified in this agreement.
3. This lease shall be for a **term of 3 years** commencing on 19th April 2021.
4. It is understood, and agreed, by Lessor and Lessees that Lessor, or his legal representative reserves the right to dispose of the property herein described, by sale or otherwise at any time during the specified term of this lease. In the event of such sale or disposition, Lessees shall have the right to retain possession of said premises until all crops planted by them during the calendar year in which such event occurs are harvested. In consideration of such demise, Lessees covenant and agree to provide all necessary tools, equipment, fuel, fertilizer, chemicals, herbicides, and labor necessary to operate and maintain the farm in a husband-like manner. Lessees further agree to maintain liability insurance which will name Lessor as an insured under the policy.
5. Lessees further covenant and agree:
 - a. To use the premises for agricultural purposes only.

- b. To till all of the tillable land in a husband-like manner and to maintain and repair or replace existing irrigation wells and any related components contributing to the production of irrigation water.
- c. To harvest and remove all crops in due season.
- d. To keep all ditches cleaned of weeds and debris.
- e. To mow roadsides and fence rows.
- f. To destroy all noxious weeds and grasses and nuisances in compliance with NSW Law.
- g. To commit no waste or damage on said premises and to permit none to be done.
- h. To retain possession of the premises during the term hereof, and not to assign or sublet any portion without Lessor's written consent.
- i. That Lessor or his legal representative shall have the right to enter the demised premises at any time to view the same or show the same to prospective purchasers or tenants, or to make repairs or improvements and to permit or deny trespass and/or hunting privileges at the discretion of Lessor.
- j. After notice of termination is given by either party, the Lessor or his representative shall have the right to enter the demised premises and plow land on which no harvested crop is growing.
- k. That Lessees shall take possession of the leased premises and perform the services to be rendered hereunder as independent contractors subject to the usual hazards of operating a farm, and will assume all risk of accidents in pursuance of their farming operations or in performing repairs and maintenance to buildings, grain storage bins, irrigation units, wells and improvements.
- l. To surrender said premises at the expiration of the term of this lease or upon cancellation thereof as herein provided, without further demand or notice, in such condition as shall be in compliance with the provisions hereof.
- m. That Lessor shall have the landlord's lien provided by law as security for the rental herein specified, and if the Lessees shall fail to cultivate said premises as herein agreed, or shall fail to keep any of the other covenants in the lease contained, the Lessor or his representative may have the work done and shall be reimbursed therefore from the Lessee's share of the crops, or may at his election, terminate this lease.

6. The Lessor expressly covenants:

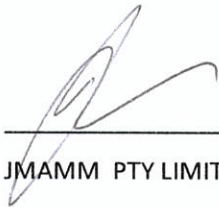
That Lessees observing and performing the several covenants and stipulations herein contained shall peacefully hold and enjoy said premises during said term without interruption by Lessor, or any person rightfully claiming under him, except as herein provided.

7. Lessor and Lessees mutually agree that **lease will expire 19th April 2024**, but will be renewed automatically for one year unless either party shall give 60 days written notice to the other not to renew this lease.

8. Failure to pay the rental of this farm at the time specified, will result in this contract being null and void.

9. This entire agreement shall be binding upon the parties, their heirs, executors, administrators and assigns.

LESSOR:



JMAMM PTY LIMITED ATF MELLINO SUPERFUND

LESSEES:



THE MELLINO FAMILY TRUST