## MINUTES OF MEETING OF DIRECTORS AND SHAREHOLDERS OF

## SUPER SMART PROPERTY NOMINEE PTY LTD

A.C.N 604 482 117

Venue	34 Windsor Street MATRAVILLE NSW 2036 Australia
Date & Time	4TH MARCH 2015 QT 6.00Pm
Present	Cameron James Smart Elke Smart
Chairperson	Cameron James Smart
TABLED	Certificate of Registration of company Copy of the Constitution of company Consent to act as Directors, Public officer, Secretary and consent of occupier of registered office (if applicable). Application for Shares Share Certificates

## **RESOLVED THAT:**

Establishment	of
Company	

The chairperson informed the meeting that the initial applicants had intended to establish a company had consented to act as officers of the company and to become

members by taking up shares in the company.

An application was made to the Australian Securities and Investment Commission on to register the company.

Consent to act as Directors

The chairperson advised that

**Cameron James Smart** 

Elke Smart

have consented to act as directors of the company. The consent to act be accepted and appointment confirmed.

Appointment of Public Officer The chairman advised that no Public Officer will be

appointed.

Appointment of Secretary The chairperson advised that no Secretary will be

appointed.

## Execute the constitution

The chairperson advised that all matters relating to the registration of the company have been attended to and the company is now registered with ASIC.

Certification of incorporation was tabled and all the directors and shareholders agreed by executing the constitution to abide to the constitution.

# Application to ATO for various registration

The chairperson will make an application with the Australian Taxation Office to register the company for Australian Business Number, Tax File Number, Goods & Services Tax and PAYG withholding tax (wherever necessary).

## Information to beneficial owners of share holders

The names of the persons specified in the application to register the company who consented to become members of the company applied for shares in the company and become members.

The chairperson handed over a copy of the constitution to all share applicants beneficial owners of all initial shares applications in the company tabled at the meeting.

All Share applicants agreed to abide to the constitution.

Shares were allotted to all shareholders and share certificates were issued and necessary entries were made to the members / shareholder register.

## Registered office of the company

The registered office of the company will be 34 Windsor Street MATRAVILLE NSW 2036 Australia

### **Bank Account**

The company will open a bank account with

The bank account will be operated by the Directors who will also be the signatories to the bank account. The cash collected from shareholders in issuing shares will be {deposited in the bank} {held in cash} (delete one).

#### Auditors

No auditor will be appointed for the company.

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

Signed as a true and correct record of the meeting.

Signature of chagraerson	
	Date , ,
	4/2/16
Cameron James Smart	///
	' / /

## Consent to act as a Director

I, Cameron James Smart, of 34 Windsor Street MATRAVILLE NSW 2036 Australia, born on 04/11/1970 at SYDNEY, Australia, consent to my appointment to act as director of SUPER SMART PROPERTY NOMINEE PTY LTD.

By executing the constitution, I agree to abide by all the terms of the constitution of SUPER SMART PROPERTY NOMINEE PTY LTD.

Date:

Signed:

5/3/15

Cameron James Smart

## Consent to act as a Director

I, Elke Smart, of 34 Windsor Street MATRAVILLE NSW 2036 Australia, born on 10/11/1969 at SYDNEY, Australia, consent to my appointment to act as director of SUPER SMART PROPERTY NOMINEE PTY LTD.

By executing the constitution, I agree to abide by all the terms of the constitution of SUPER SMART PROPERTY NOMINEE PTY LTD.

Date:

5.3.15 2. Smart

Signed:

Flke Smart

## **Application For Shares**

I, Cameron James Smart, of 34 Windsor Street MATRAVILLE NSW 2036 Australia, hereby apply for allotment of shares as specified in the table below in SUPER SMART PROPERTY NOMINEE PTY LTD. I agree to be bound by the terms of the constitution. On allotment, I authorize my name to be inserted in the shareholder register.

Share	Total No. of	Value per	Beneficial Owner (if other than
Class	Shares Applied	Share	registered holder)
		\$ 3	
ORD	5	1.00	

Date

Signed

Cameron James Smart

## **Application For Shares**

I, Elke Smart, of 34 Windsor Street MATRAVILLE NSW 2036 Australia, hereby apply for allotment of shares as specified in the table below in SUPER SMART PROPERTY NOMINEE PTY LTD. I agree to be bound by the terms of the constitution. On allotment, I authorize my name to be inserted in the shareholder register.

Share	Total No. of	Value per	Beneficial Owner (if other than
Class	Shares Applied	Share	registered holder)
		S	
ORD	5	1.00	

Date

5/3/15 2. Smart

Signed

Elke Smart

# Share Certificate SUPER SMART PROPERTY NOMINEE PTY LTD

A.C.N 604 482 117

INCORPORATED UNDER THE COPORATIONS ACT 2001

Registered Office: 34 Windsor Street MATRAVILLE NSW 2036 Australia

**Certificate Number:2** 

This is to certify that

Elke Smart

OF 34 Windsor Street, MATRAVILLE, NSW 2036 Australia

Is a registered holder of the undermentioned shares in the company, subject to the constitution thereof.

Share Class	Total No. of Shares	Amount paid per Share \$	Amount Unpaid per share \$
ORD	5	1.00	0.00

Signed for and on behalf of the company in accordance with the Corporations Act.

Date:

Signature:

Cameron James Smart

. .

Elke Smart

**Important** 

Please note that the constitution imposes restrictions to transfer these shares and this certificate must be attached to application to transfer any shares comprised therein.

# Share Certificate SUPER SMART PROPERTY NOMINEE PTY LTD

A.C.N 604 482 117

INCORPORATED UNDER THE COPORATIONS ACT 2001

Registered Office: 34 Windsor Street MATRAVILLE NSW 2036 Australia

**Certificate Number:1** 

This is to certify that

Cameron James Smart

OF 34 Windsor Street, MATRAVILLE, NSW 2036 Australia

Is a registered holder of the undermentioned shares in the company, subject to the constitution thereof.

Share Class	Total No. of Shares	Amount paid per Share \$	Amount Unpaid per share \$
ORD	5	1.00	0.00

Signed for and on behalf of the company in accordance with the Corporations Act.

Date:

Signature:

Cameron James Smart

5.3.15

Fike Smart

**Important** 

Please note that the constitution imposes restrictions to transfer these shares and this certificate must be attached to application to transfer any shares comprised therein.

## Execution

	ion for the Company's registration are the s) of the Company, agree to the terms of the
foregoing Constitution.	Sally Serper
Cameron James Smart	Witness Signature
5/3/15	Salley Gillespie
Dated	Witness Name
2. Smart	Sallys Mesper
Elke Smart	Witness Signature
5.3.15	Salley Gillespie
Dated	Witness Name

# Register of Members SUPER SMART PROPERTY NOMINEE PTY LTD

A.C.N. 604 482 117

INCORPORATED UNDER THE CORPORATIONS ACT 2001

Name of Shareholder:	Cameron James Smart 34 Windsor Street MATRAVILLE NSW 2036 Australia
Beneficial owner (if other than registered holder)	
Type of Shares held	ORD Shares of \$1.00 each

Date of issue / transfer	Certificate no.	Number of Shares owned	Number of shares transferred	Balance of Shares held by shareholder
	1	5		5

# Register of Members SUPER SMART PROPERTY NOMINEE PTY LTD

A.C.N. 604 482 117

INCORPORATED UNDER THE CORPORATIONS ACT 2001

Name of Shareholder:	Elke Smart 34 Windsor Street MATRAVILLE NSW 2036 Australia
Beneficial owner (if other than registered holder)	
Type of Shares held	ORD Shares of \$1.00 each

Date of issue / transfer	Certificate no.	Number of Shares owned	Number of shares transferred	Balance of Shares held by shareholder
	2	5		5

# Register of Allotted Shares SUPER SMART PROPERTY NOMINEE PTY LTD

A.C.N. 604 482 117

INCORPORATED UNDER THE CORPORATIONS ACT 2001

Type of Shares held	ORD Shares of \$1.00 each	
------------------------	---------------------------	--

	Number of Shares allotted to Shareholders	Certificate No
ameron James Smart 4 Windsor Street MATRAVILLE NSW 2036 ustralia	5	1
lke Smart 4 Windsor Street MATRAVILLE NSW 2036 ustralia	5	2
l	Windsor Street MATRAVILLE NSW 2036 ustralia ke Smart Windsor Street MATRAVILLE NSW 2036	allotted to Shareholders  ameron James Smart Windsor Street MATRAVILLE NSW 2036 stralia ke Smart Windsor Street MATRAVILLE NSW 2036 5 5 5 6 7 7 8 8 8 8 8 9 8 9 8 9 8 9 8 9 8 9 8 9

## **Super Smart Super Fund**

## Application for membership

With indicative death benefit nomination

No binding Death benefit nomination

(This Application Form must be inserted after the Product Disclosure Statement)

[N.B.: Choices in [brackets] must be struck out if not relevant]

I hereby apply for membership of this fund as an initial member of this fund under the trust deed. I hereby make the following declarations as listed below:

- I have read and understood the trust deed, including all the terms relating to withdrawal of benefits payable in the deed, and the preceding Product Disclosure Statement (PDS).
- I have read the requirements of supplying my tax file number in the PDS; I hereby supply my tax file number to the trustee of this superannuation fund.
- I have read and understood the trust deed and Product Disclosure Statement and understand my role & responsibility as member and trustee of the fund.
- I am not in an employment relationship with [any other member/any other member except a relative of myself].
- I am not disqualified person, under superannuation law, from being trustee of the fund.
- I will, as member, abide by and comply with all requirements of the trust deed.
- I will fully and truthfully disclose any information relating to my membership of the fund that is required by the trustee, disclosing such information in writing as soon as is practicable upon such a request being made by the trustee, including:
  - o If I have entered into an employment relationship with any other member of the fund who is not also a relative of myself, then any information about the circumstances leading to such a relationship
  - Any information about any circumstance (if any) that may disqualify me under superannuation law from being trustee of the fund.
  - Any information that relates to my medical condition, whether or not I have any medical problems.
- I will also act as a trustee of this fund.

Member details	
Name	Cameron Smart
Address	34 Windsor St, Matraville, NSW - 2036 Australia
Place of Birth	Sydney - Australia
Date of birth	4/11/1970
Tax File Number	164595326

Cameron Smart

## **Super Smart Super Fund**

## Application for membership

With indicative death benefit nomination No binding Death benefit nomination

(This Application Form must be inserted after the Product Disclosure Statement)

[N.B.: Choices in [brackets] must be struck out if not relevant]

I hereby apply for membership of this fund as an initial member of this fund under the trust deed. I hereby make the following declarations as listed below:

- I have read and understood the trust deed, including all the terms relating to withdrawal
  of benefits payable in the deed, and the preceding Product Disclosure Statement (PDS),
- I have read the requirements of supplying my tax file number in the PDS; I hereby supply my tax file number to the trustee of this superannuation fund.
- I have read and understood the trust deed and Product Disclosure Statement and understand my role & responsibility as member and trustee of the fund.
- I am not in an employment relationship with [any other member/any other member except a relative of myself].
- I am not disqualified person, under superannuation law, from being trustee of the fund.
- I will, as member, abide by and comply with all requirements of the trust deed.
- I will fully and truthfully disclose any information relating to my membership of the fund that is required by the trustee, disclosing such information in writing as soon as is practicable upon such a request being made by the trustee, including:
  - o If I have entered into an employment relationship with any other member of the fund who is not also a relative of myself, then any information about the circumstances leading to such a relationship
  - Any information about any circumstance (if any) that may disqualify me under superannuation law from being trustee of the fund.
  - Any information that relates to my medical condition, whether or not I have any medical problems.
- I will also act as a trustee of this fund.

Member details	
Name	Elke Smart
Address	34 Windsor St, Matraville, NSW - 2036 Australia
Place of Birth	Sydney - Australia
Date of birth	10/11/1969
Tax File Number	172254102

2	Smart	
Elke Smart	. 2 0 /2	
Dated	15.8.13	_

## **Trustee Consent Form**

## Super Smart Super Fund

I, Cameron Smart of 34 Windsor St Matraville NSW - 2036 Australia consent to act as a Trustee.

#### I declare that:

- I have never been found guilty of a dishonest conduct offence in Australia or elsewhere.
- I am not a bankrupt and I have not, in the preceding 3 years from the date of this statement, entered into a deed of assignment or arrangement or a composition with my creditors under part X of the Bankruptcy Act.
- I am not, disqualified from acting as a trustee or as a responsible officer of a trustee company\* under the Superannuation Industry (Supervision) Act.
- I understand my role & responsibility as a trustee of Super Smart Super Fund,
- I have read and understood the trust deed and the attached product disclosure statement and agree to abide to the trust deed and superannuation law.
- I agree to comply with the requirements of the Superannuation Industry (Supervision) Act 1993 (the SIS Act) and the Superannuation Industry (Supervision) Regulations 1994 (the SIS Regulations).
- I agree to comply, in all material respects, with the relevant requirements of the following provisions (to the extent applicable) of the SIS Act and the SIS Regulations. Sections 52(2)e, 52(2)d, 62, 65, 66, 67, 69-71E, 73-75, 80-85, 103, 106, 109, 111, 112, 113(1A), 121 Regulations 4.09, 5.08, 6.17, 7.04, 13.12, 13.13, 13.14
- \* If a company is acting as the trustee of the Fund, a receiver, or a receiver and manager, or an official manager, or a deputy official manager, or a provisional liquidator has not been appointed in respect of the company acting as trustee nor has it begun to be wound up.

Signature of the Frustee	Date / 0 / 8	1/3
Cameron Smart Signature of Witness  Market	Date	. 12
Name of Witness Mathew Miles		/13

# Trustee Consent Form Super Smart Super Fund

I, Elke Smart of 34 Windsor St Matraville NSW - 2036 Australia consent to act as a Trustee

#### I declare that:

- I have never been found guilty of a dishonest conduct offence in Australia or elsewhere.
- I am not a bankrupt and I have not, in the preceding 3 years from the date of this statement, entered into a deed of assignment or arrangement or a composition with my creditors under part X of the Bankruptcy Act.
- I am not, disqualified from acting as a trustee or as a responsible officer of a trustee company\* under the Superannuation Industry (Supervision) Act.
- I understand my role & responsibility as a trustee of Super Smart Super Fund,
- I have read and understood the trust deed and the attached product disclosure statement and agree to abide to the trust deed and superannuation law.
- I agree to comply with the requirements of the Superannuation Industry (Supervision) Act 1993 (the SIS Act) and the Superannuation Industry (Supervision) Regulations 1994 (the SIS Regulations).
- I agree to comply, in all material respects, with the relevant requirements of the following provisions (to the extent applicable) of the SIS Act and the SIS Regulations. Sections 52(2)e, 52(2)d, 62, 65, 66, 67, 69-71E, 73-75, 80-85, 103, 106, 109, 111, 112, 113(1A), 121 Regulations 4.09, 5.08, 6.17, 7.04, 13.12, 13.13, 13.14
- \* If a company is acting as the trustee of the Fund, a receiver, or a receiver and manager, or an official manager, or a deputy official manager, or a provisional liquidator has not been appointed in respect of the company acting as trustee nor has it begun to be wound up.

Signature of the Trustee  1. Smar F  Elke Smart	Date /3	/	8	/	/ ३
Signature of Witness	Date	,	8	,	13
Name of Witness Matthen Miles	, -	<i>'</i>		<i>'</i>	-

## **ATO Self Managed Super Fund Trustee Declaration**

I understand that as an individual trustee of Super Smart 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
- > 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 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
  - o the investments of the fund
  - o 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:
  - o 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
  - o 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.

#### Investment restrictions

I understand that, as a 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 inhouse 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 on behalf of the fund 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).

## Accepting contributions and paying a benefit

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.

#### Administration

I understand that the trustees of the fund must:

- keep and retain for at least 10 years
  - o minutes of all trustee meetings at which matters affecting the fund were considered (this includes investment decisions and decisions to appoint members and trustees)
  - o 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
  - o copies of all reports given to members
- > ensure that the following are prepared and retained for at least five years
  - o an annual statement of the financial position of the fund
  - o 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
- ensure that an approved auditor is appointed within the prescribed period (currently this is no later than 31 days before the due date for lodgment of the fund's annual return but this may change to 45 days) to audit the fund for each income year, and provide that auditor with documents 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
  - o membership of the fund, or trustees or directors of the corporate trustee
  - o name of the fund
  - o 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 of the fund being wound up or after becoming aware that the fund has ceased to be an SMSF.
- > 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 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 (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 Australian Prudential Regulation Authority (APRA) regulated funds in the case of financial loss due to fraudulent conduct or theft.

Signature of the Trustee  Cameron Smart	Date /0, 8 , /3
Signature of Witness  Mathew Miles  Witness' pame (witness must be over the age of 18 years)	Date (0   8   13

## **ATO** Self Managed Super Fund Trustee Declaration

I understand that as an individual trustee of Super Smart 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
- > 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
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  - o the financial situation of the fund
  - the investments of the fund
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  - o 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
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- ➤ 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 inhouse 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)
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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.

#### Administration

I understand that the trustees of the fund must:

- keep and retain for at least 10 years
  - o minutes of all trustee meetings at which matters affecting the fund were considered (this includes investment decisions and decisions to appoint members and trustees)
  - o 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
  - o all trustee declarations
  - o copies of all reports given to members
- > ensure that the following are prepared and retained for at least five years
  - o an annual statement of the financial position of the fund
  - o an annual operating statement
  - o 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
  - o membership of the fund, or trustees or directors of the corporate trustee
  - o name of the fund
  - o 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 of the fund being wound up or after becoming aware that the fund has ceased to be an SMSF.
- > 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 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 (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 Australian Prudential Regulation Authority (APRA) regulated funds in the case of financial loss due to fraudulent conduct or theft.

Signature of the Trustee  Signature of the Trustee  Signature of the Trustee	Date /3 / 8 / 73
Signature of Witness	Date 13   8   13
Witness' name (witness must be over the age of 18 years)  Mathew Miles	

,

## **Super Smart Super Fund**

## Nomination of dependants

With indicative death benefit nomination

No binding Death benefit nomination

(This Application Form must be inserted after the Product Disclosure Statement)

[N.B.: Choices in [brackets] must be struck out if not relevant].

## Important information for completion

[This constitutes a direction to the trustees of the fund as to the manner of apportionment of any benefit from the fund that is payable upon your death; which direction is a non-binding death benefit notice in spite of the existence of which the trustees shall retain its discretion as to how to apply any benefit that is so payable upon your death.]

- This nomination notice is not binding. The trustees will take it into account in the event that a benefit is paid from the fund on your death. However, the trustees have complete discretion as to which of your dependants and/or legal personal representative may receive the benefit and in what proportions. If there are no dependants or legal personal representative, the benefit may be payable to any other person.
- 2. This nomination notice must be fully completed in accordance with the details below
  - the beneficiaries named in this notice must be dependants and/or your legal personal representative.
  - Your dependants are your spouse, de facto spouse and your children (including step, adopted and ex-nuptial children), and any other person financially dependent upon you at the time of your death.
  - Your legal personal representative is either the person named as your executor in your will, or, if you do not have a valid will at the date of your death, the person who, as your next of kin, applies for and has been granted letters of administration for your estate. Should you wish to nominate your legal personal representative, please write "legal personal representative" as the name of the beneficiary.
  - for each person nominated, you must provide both their relationships to you and the proportion of any benefit that is to be paid to each.

Nomination of beneficiaries / dependants		
Name	Relationship to you	Proportion of benefit (%)
Cameron Smart	Husband	100

Allocation 100%

## Member declaration

I, Elke Smart of 34 Windsor St, Matraville, NSW - 2036 Australia hereby direct the trustees that the [person/persons] named in the above table [are/is] to receive the proportions specified therein of any benefit that is payable upon my death from Super Smart Super Fund.

## I understand that

- in the event of my death, the trustees have complete discretion as to which of my dependants and/or estate will receive any death benefit payable.
- this notice revokes and amends any previous notice supplied to the trustees of the fund in regard to my nominated beneficiaries.

Signature of member	Date / 3 / 8	113
Elke Smart		

## **Super Smart Super Fund**

## Nomination of dependants

With indicative death benefit nomination
No binding Death benefit nomination
(This Application Form must be inserted after the Product Disclosure Statement)

#### Important information for completion

[This constitutes a direction to the trustees of the fund as to the manner of apportionment of any benefit from the fund that is payable upon your death; which direction is a non-binding death benefit notice in spite of the existence of which the trustees shall retain its discretion as to how to apply any benefit that is so payable upon your death.]

- 1. This nomination notice is not binding. The trustees will take it into account in the event that a benefit is paid from the fund on your death. However, the trustees have complete discretion as to which of your dependants and/or legal personal representative may receive the benefit and in what proportions. If there are no dependants or legal personal representative, the benefit may be payable to any other person.
- 2. This nomination notice must be fully completed in accordance with the details below
  - the beneficiaries named in this notice must be dependants and/or your legal personal representative.
  - Your dependants are your spouse, de facto spouse and your children (including step, adopted and ex-nuptial children), and any other person financially dependent upon you at the time of your death.
  - Your legal personal representative is either the person named as your executor in your will, or, if you do not have a valid will at the date of your death, the person who, as your next of kin, applies for and has been granted letters of administration for your estate. Should you wish to nominate your legal personal representative, please write "legal personal representative" as the name of the beneficiary.
  - for each person nominated, you must provide both their relationships to you and the proportion of any benefit that is to be paid to each.

Nomination of beneficiaries / dep	pendants	
Name	Relationship to you	Proportion of benefit (%)
Elke Smart	Wife	100

Allocation 100%

## Member declaration

I, Cameron Smart of 34 Windsor St, Matraville, NSW - 2036 Australia hereby direct the trustees that the [person/persons] named in the above table [are/is] to receive the proportions specified therein of any benefit that is payable upon my death from Super Smart Super Fund.

### I understand that

- in the event of my death, the trustees have complete discretion as to which of my dependants and/or estate will receive any death benefit payable.
- this notice revokes and amends any previous notice supplied to the trustees of the fund in regard to my nominated beneficiaries.

Signature of member	Date /01 & 1/3
Cameron Smart	