



## SUPERFUND - CLIENT ACCOUNTING CHECKLIST

Client Name: Brookes Superannuation Fund  
 Client Code: BROO004 Period Ended: 30 June 2021  
 Partner/Manager: Mark/Stuart Accountant: Jay  
**DUE DATE: 28/02/2022**

GENERAL INDEX	WP Ref	N/A	Completed	Reviewed
Checklist	1		✓	
Check Engagement Letter for Quote \$	2	✓		
Financial Statements	3		✓	
Depreciation Schedule	4		✓	
Income Tax Return	5		✓	
Members Annual Statements	6		✓	
Client Management Letter	7		✓	
Section 290-170 Notices	8	✓		
Investment Strategy	9	✓		
Minutes	10		✓	
Trial Balance	11		✓	
Review Notes	12	✓		
Query Sheet	13		✓	
Bank Reconciliations	14		✓	
Trust Tax Statements	15	✓		
Dividend Statements	16	✓		
Capital Gains Tax Reports - BGL	17	✓		
End of Period Closing Figures - Cash on Hand, Debtors and Creditors	18		✓	
GST - Complete Worksheet - Note Variances	19	✓		
Other Source Documents	20		✓	
Tax Reconciliation	21		✓	
General Ledger	22		✓	
Create Entries Report	23		✓	
Tax Agent Portal Reports	24		✓	
Market Value of Investments	25	✓		
Actuarial Certificate	26	✓		
Pension Documents	27	✓		
ETP Roll-In Documents	28		✓	
Rental Property Summary	29		✓	
LRBA Documentation	30		✓	
Super Contribution Breakdown Report	31		✓	
Trust Deed - Superfund	32		✓	
Trust Deed - Bare Trust	33		✓	
Trustee Declaration	34		✓	
Member Application	35		✓	

**ADMIN - To Do:**

Scan workpapers	✓	Print letter	✓
PDF copy to file	✓	Client Records?	N
Payment Slip?	✓	Email / Post	E

Review points - email  
update tax letter

Completed By: Jay	Date: 01/02/2022
Reviewed By: Eddy Lee	Date: 08/02/2022

**REVIEWED**

By Eddy Lee at 3:24 pm, Feb 08, 2022

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Financial statements and reports for the year ended  
30 June 2021

Brookes Superannuation Fund

# Brookes Superannuation Fund

## Reports Index

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# Brookes Superannuation Fund

## Statement of Financial Position

As at 30 June 2021

	Note	2021
		\$
<b>Assets</b>		
<b>Investments</b>		
Fixtures and Fittings (at written down value) - Unitised		1,233.91
Real Estate Properties (Australian - Residential)		572,706.31
<b>Total Investments</b>		<u>573,940.22</u>
<b>Other Assets</b>		
Borrowing Cost		2,589.66
Sundry Debtors		570.96
NAB 543358498		52,865.98
Deferred Tax Asset		8.06
<b>Total Other Assets</b>		<u>56,034.66</u>
<b>Total Assets</b>		<u>629,974.88</u>
<i>Less:</i>		
<b>Liabilities</b>		
Income Tax Payable		1,413.75
Limited Recourse Borrowing Arrangements		381,066.20
<b>Total Liabilities</b>		<u>382,479.95</u>
<b>Net assets available to pay benefits</b>		<u>247,494.93</u>
<b>Represented by:</b>		
<b>Liability for accrued benefits allocated to members' accounts</b>	2, 3	<u>247,494.93</u>
Brookes, Allan - Accumulation		247,494.93
<b>Total Liability for accrued benefits allocated to members' accounts</b>		<u>247,494.93</u>

## Brookes Superannuation Fund

# Detailed Statement of Financial Position

As at 30 June 2021

	Note	2021 \$
<b>Assets</b>		
<b>Investments</b>		
Fixtures and Fittings (at written down value) - Unitised		
Air Conditioner - 48 Finnie Rd		1,233.91
Real Estate Properties (Australian - Residential)		
48 Finnie Road, Deagon QLD, Australia		572,706.31
<b>Total Investments</b>		<u>573,940.22</u>
<b>Other Assets</b>		
Bank Accounts		
NAB 543358498		52,865.98
Borrowing Cost		2,589.66
Sundry Debtors		570.96
Deferred Tax Asset		8.06
<b>Total Other Assets</b>		<u>56,034.66</u>
<b>Total Assets</b>		<u>629,974.88</u>
Less:		
<b>Liabilities</b>		
Income Tax Payable		1,413.75
Limited Recourse Borrowing Arrangements		
48 Finnie Road, Deagon QLD, Australia		381,066.20
<b>Total Liabilities</b>		<u>382,479.95</u>
<b>Net assets available to pay benefits</b>		<u>247,494.93</u>
Represented By :		
<b>Liability for accrued benefits allocated to members' accounts</b>	2, 3	
Brookes, Allan - Accumulation		247,494.93
<b>Total Liability for accrued benefits allocated to members' accounts</b>		<u>247,494.93</u>

## Brookes Superannuation Fund

# Operating Statement

For the year ended 30 June 2021

	Note	2021
		\$
<b>Income</b>		
<b>Investment Income</b>		
Interest Received		19.59
Property Income		17,160.00
<b>Contribution Income</b>		
Employer Contributions		12,449.05
Transfers In		242,652.73
<b>Total Income</b>		<u>272,281.37</u>
<b>Expenses</b>		
Accountancy Fees		605.00
Bank Charges		246.00
Borrowing Expenses		390.24
Formation Expenses		3,234.00
Depreciation		166.09
Interest on loans (LRBA)		11,335.11
Property Expenses - Council Rates		1,492.65
Property Expenses - Insurance Premium		1,486.97
Property Expenses - Repairs Maintenance		2,469.79
Property Expenses - Agent Fees		1,098.24
Property Expenses - Water Rates		856.66
		<u>23,380.75</u>
<b>Total Expenses</b>		<u>23,380.75</u>
<b>Benefits accrued as a result of operations before income tax</b>		<u>248,900.62</u>
Income Tax Expense	5	1,405.69
<b>Benefits accrued as a result of operations</b>		<u>247,494.93</u>

# Brookes Superannuation Fund

## Detailed Operating Statement

For the year ended 30 June 2021

	2021 \$
<b>Income</b>	
Interest Received	
NAB 543358498	19.59
	<u>19.59</u>
Property Income	
48 Finnie Road, Deagon QLD, Australia	17,160.00
	<u>17,160.00</u>
<b>Contribution Income</b>	
Employer Contributions - Concessional	
Allan Brookes	12,449.05
	<u>12,449.05</u>
Transfers In	
Brookes, Allan - Accumulation (Accumulation)	242,652.73
	<u>242,652.73</u>
<b>Changes in Market Values</b>	<u>0.00</u>
<b>Total Income</b>	<u>272,281.37</u>
<b>Expenses</b>	
Accountancy Fees	605.00
Bank Charges	246.00
Borrowing Expenses	390.24
Formation Expenses	3,234.00
	<u>4,475.24</u>
Depreciation	
Air Conditioner - 48 Finnie Rd	166.09
	<u>166.09</u>
Interest on loans (LRBA)	
48 Finnie Road, Deagon QLD, Australia	11,335.11
	<u>11,335.11</u>
Property Expenses - Agent Fees	
48 Finnie Road, Deagon QLD, Australia	1,098.24
	<u>1,098.24</u>
Property Expenses - Council Rates	
48 Finnie Road, Deagon QLD, Australia	1,492.65
	<u>1,492.65</u>
Property Expenses - Insurance Premium	
48 Finnie Road, Deagon QLD, Australia	1,486.97
	<u>1,486.97</u>
Property Expenses - Repairs Maintenance	
48 Finnie Road, Deagon QLD, Australia	2,469.79
	<u>2,469.79</u>

**Brookes Superannuation Fund**  
**Detailed Operating Statement**

For the year ended 30 June 2021

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	<b>2021</b>
	<b>\$</b>
Property Expenses - Water Rates 48 Finnie Road, Deagon QLD, Australia	856.66
	<u>856.66</u>
<b>Total Expenses</b>	<u>23,380.75</u>
<b>Benefits accrued as a result of operations before income tax</b>	<u>248,900.62</u>
<b>Income Tax Expense</b>	
Income Tax Expense	1,405.69
<b>Total Income Tax</b>	<u>1,405.69</u>
<b>Benefits accrued as a result of operations</b>	<u>247,494.93</u>



# Brookes Superannuation Fund

## Notes to the Financial Statements

For the year ended 30 June 2021

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### Note 1: Summary of Significant Accounting Policies

The trustees have prepared the financial statements on the basis that the Superannuation Fund is a non-reporting entity because there are no users dependent on general purpose financial statements. The financial statements are therefore special purpose financial statements that have been prepared in order to meet the requirements of the Superannuation Industry (Supervision) Act 1993 and associated Regulations, the trust deed of the Fund and the needs of members.

The financial statements have been prepared on a cash basis and are based on historical costs, except for investments which have been measured at market value.

The following significant accounting policies, which are consistent with the policies applied in the previous period unless otherwise stated, have been adopted in the preparation of the financial statements.

The financial statements were authorised for issue by the Director(s).

#### a. Measurement of Investments

The Fund initially recognises:

- (i) an investment when it controls the future economic benefits expected to flow from the asset. For financial assets, the trade date is considered to be the date on which control of the future economic benefits attributable to the asset passes to the Fund; and
- (ii) a financial liability on the date it becomes a party to the contractual provisions of the instrument.

Investments of the Fund have been measured at market value, which refers to the amount that a willing buyer could reasonably be expected to pay to acquire an asset from a willing seller if the following assumptions were made:

- that the buyer and the seller deal with each other at arm's length in relation to the sale;
- that the sale occurred after proper marketing of the asset; and
- that the buyer and the seller acted knowledgeably and prudentially in relation to the sale.

Market value has been determined as follows:

- (i) shares and other securities listed on the Australian Securities Exchange by reference to the relevant market quotations at the end of the reporting period;
- (ii) units in managed funds by reference to the unit redemption price at the end of the reporting period;
- (iii) fixed-interest securities by reference to the redemption price at the end of the reporting period;
- (iv) unlisted investments are stated at trustees' assessment based on estimated market value at balance date or where necessary, an external valuer's opinion; and
- (v) investment properties at the trustees' assessment of the market value or where necessary a qualified independent valuer's opinion at the end of reporting period.

Financial liabilities, such as trade creditors and other payables, are measured at the gross value of the outstanding balance at the end of the reporting period. The trustees have determined that the gross values of the Fund's financial liabilities is equivalent to their market values. Any remeasurement changes in the gross values of non-current financial liabilities (including liabilities for members' accrued benefits) are recognised in the operating statement in the periods in which they occur.

#### b. Cash and Cash Equivalents

Cash and cash equivalents include cash on hand and at call, deposits with banks and short-term, highly liquid investments that are readily convertible to cash and subject to an insignificant risk of change in value.

#### c. Revenue

Revenue is recognised to the extent that it is probable that the economic benefits will flow to the Fund and the revenue can be reliably measured. Revenue is recognised at the fair value of the consideration received or receivable.

# Notes to the Financial Statements

For the year ended 30 June 2021

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## Interest revenue

Interest revenue is recognised in respect of fixed-interest securities, and cash and cash equivalent balances. Interest revenue is recognised upon receipt.

## Dividend revenue

Dividend revenue is recognised when the dividend has been paid or, in the case of dividend reinvestment schemes, when the dividend is credited to the benefit of the fund.

## Rental revenue

Rental revenue arising from operating leases on investment properties is recognised upon receipt.

## Distribution revenue

Distributions from unit trusts and managed funds are recognised as at the date the unit value is quoted ex-distribution and if not received at the end of the reporting period, are reflected in the statement of financial position as a receivable at market value.

## Remeasurement changes in market values

Remeasurement changes in the market values of assets are recognised as income and determined as the difference between the market value at year-end or consideration received (if sold during the year) and the market value as at the prior year-end or cost (if acquired during the period).

## Contributions

Contributions and transfers in are recognised when the control and the benefits from the revenue have been attained and are recorded by the Fund, gross of any taxes, in the period to which they relate.

## d. Liability for Accrued Benefits

The liability for accrued benefits represents the Fund's present obligation to pay benefits to members and beneficiaries, and has been calculated as the difference between the carrying amount of the assets and the carrying amount of the other payables and income tax liabilities as at the end of the reporting period.

## e. Income Tax

The income tax expense (income) for the year comprises current income tax expense (income) and deferred tax expense (income).

Current tax expense charged to profit or loss is the tax payable on taxable income. Current tax liabilities (assets) are therefore measured at the amounts expected to be paid to (recovered from) the relevant taxation authority.

Deferred income tax expense reflects movements in deferred tax liability balances during the year as well as unused tax losses.

No deferred income tax is recognised from the initial recognition of an asset or liability where there is no effect on accounting or taxable profit or loss.

Deferred tax assets and liabilities are calculated at the tax rates that are expected to apply to the period when the asset is realised or the liability is settled, and their measurement also reflects the manner in which the trustees expect to recover or settle the carrying amount of the related asset or liability.

Deferred tax assets relating to temporary differences and unused tax losses are recognised only to the extent that it is probable that future taxable profit will be available against which the benefits of the deferred tax asset can be utilised.

## f. Critical Accounting Estimates and Judgements

The preparation of financial statements requires the trustees to make judgements, estimates and assumptions that affect the application of accounting policies and the reported amounts of assets and liabilities, income and expenses. Actual results may differ from these estimates.

# Notes to the Financial Statements

For the year ended 30 June 2021

Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognised in the period in which the estimate is revised and in any future period affected.

## Note 2: Liability for Accrued Benefits

	2021 \$
Liability for accrued benefits at beginning of year	0.00
Benefits accrued as a result of operations	247,494.93
Current year member movements	0.00
	247,494.93
Liability for accrued benefits at end of year	247,494.93

## Note 3: Vested Benefits

Vested benefits are benefits that are not conditional upon continued membership of the fund (or any factor other than resignation from the plan) and include benefits which members were entitled to receive had they terminated their fund membership as at the end of the reporting period.

	2021 \$
Vested Benefits	247,494.93

## Note 4: Guaranteed Benefits

No guarantees have been made in respect of any part of the liability for accrued benefits.

## Note 5: Income Tax Expense

	2021 \$
The components of tax expense comprise	
Current Tax	1,413.75
Deferred Tax Liability/Asset	(8.06)
	1,405.69
Income Tax Expense	1,405.69

The prima facie tax on benefits accrued before income tax is reconciled to the income tax as follows:

Prima facie tax payable on benefits accrued before income tax at 15%	37,335.09
Less:	
Tax effect of:	
Non Taxable Transfer In	36,397.91
Tax Adjustment - Capital Works Expenditure (D1)	8.55
Tax Adjustment - Other Expenses (L1)	(485.10)

**Brookes Superannuation Fund**  
**Notes to the Financial Statements**

For the year ended 30 June 2021

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Add:	
Tax effect of:	
Rounding	0.02
Income Tax on Taxable Income or Loss	<u>1,413.75</u>
Less credits:	
Current Tax or Refund	<u>1,413.75</u>

**Brookes Superannuation Fund**  
**Statement of Taxable Income**

For the year ended 30 June 2021

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	<b>2021</b>
	<b>\$</b>
Benefits accrued as a result of operations	248,900.62
<b>Less</b>	
Non Taxable Transfer In	242,652.73
Tax Adjustment - Capital Works Expenditure (D1)	57.00
Tax Adjustment - Other Expenses (L1)	(3,234.00)
	<hr/> 239,475.73
SMSF Annual Return Rounding	0.11
	<hr/>
<b>Taxable Income or Loss</b>	<b>9,425.00</b>
	<hr/>
Income Tax on Taxable Income or Loss	1,413.75
	<hr/>
<b>CURRENT TAX OR REFUND</b>	<b>1,413.75</b>
	<hr/>
Supervisory Levy	259.00
Supervisory Levy Adjustment for New Funds	259.00
	<hr/>
<b>AMOUNT DUE OR REFUNDABLE</b>	<b>1,931.75</b>
	<hr/>

# Brookes Superannuation Fund Trustees Declaration

Brookes Family Super Fund Pty Ltd ACN: 643200800

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The directors of the trustee company have determined that the Fund is not a reporting entity and that these special purpose financial statements should be prepared in accordance with the accounting policies described in Note 1 to the financial statements.

The directors of the trustee company declare that:

- (i) the financial statements and notes to the financial statements for the year ended 30 June 2021 present fairly, in all material respects, the financial position of the Superannuation Fund at 30 June 2021 and the results of its operations for the year ended on that date in accordance with the accounting policies described in Note 1 to the financial statements;
- (ii) the financial statements and notes to the financial statements have been prepared in accordance with the requirements of the trust deed; and
- (iii) the operation of the superannuation fund has been carried out in accordance with its trust deed and in compliance with the requirements of the Superannuation Industry (Supervision) Act 1993 and associated Regulations during the year ended 30 June 2021.

Specifically, the directors of the trustee company declare that:

- in accordance with s120 of the Superannuation Industry (Supervision) Act 1993, no individual trustee has been or is a disqualified person;
- the Fund has satisfactory title to all assets, all assets are unencumbered and free from charge as prescribed by s50 of the Superannuation Industry (Supervision) Act 1993 and reg13.14 of the Superannuation Industry (Supervision) Regulations 1994; and
- to the knowledge of the directors of the trustee company, there have been no events or transactions subsequent to the balance date which could have a material impact on the Fund. Where such events have occurred, the effect of such events has been accounted and noted in the Fund's financial statements.

Signed in accordance with a resolution of the directors of the trustee company by:

.....  
Carolyn Brookes  
Brookes Family Super Fund Pty Ltd  
Director

.....  
Allan Brookes  
Brookes Family Super Fund Pty Ltd  
Director

Dated this ..... day of .....

Brookes Superannuation Fund

# Investment Summary with Market Movement

As at 30 June 2021

Investment	Units	Market Price	Market Value	Average Cost	Accounting Cost	Unrealised		Realised Movement
						Overall	Current Year	
<b>Cash/Bank Accounts</b>								
NAB 543358498		52,865.980000	52,865.98	52,865.98	52,865.98			
			<b>52,865.98</b>		<b>52,865.98</b>			
<b>Fixtures and Fittings (at written down value) - Unitised</b>								
Fixture Fittings 48 Finnie Rd	Air Conditioner - 48 Finnie Rd 1.00	1,233.910000	1,233.91	1,400.00	1,400.00	(166.09)	0.00	0.00
			<b>1,233.91</b>		<b>1,400.00</b>	<b>(166.09)</b>	<b>0.00</b>	<b>0.00</b>
<b>Real Estate Properties (Australian - Residential)</b>								
48fin	48 Finnie Road, Deagon QLD, Australia	1.00	572,706.310000	572,706.31	572,706.31	0.00	0.00	0.00
			<b>572,706.31</b>		<b>572,706.31</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
			<b>626,806.20</b>		<b>626,972.29</b>	<b>(166.09)</b>	<b>0.00</b>	<b>0.00</b>

**Brookes Superannuation Fund**  
**Depreciation Schedule**

For The Period 01 July 2020 - 30 June 2021

Investment	Purchase Date	Cost	Opening Written Down Value	Adjustments			Depreciation			Closing Written Down Value	
				Disposals/ Decrease	Additions/ Increase	Total Value For Depreciation <sup>1</sup>	Method	Rate	Calculated Depreciation <sup>2</sup>		Posted Depreciation <sup>3</sup>
<b>Fixtures and Fittings (at written down value) - Unitised</b>											
Air Conditioner - 48 Finnie Rd											
	22/12/2020				1,400.00	732.60	Diminishing Value	20.00 %	166.09	166.09	1,233.91
					<b>1,400.00</b>	<b>732.60</b>				<b>166.09</b>	<b>1,233.91</b>
					<b>1,400.00</b>	<b>732.60</b>				<b>166.09</b>	<b>1,233.91</b>

<sup>1</sup> Amounts have been pro rated based on number of days in the year  
<sup>2</sup> Depreciation calculated as per depreciation method  
<sup>3</sup> Depreciation amounts posted to the ledger



	<u>Purchase Date</u>	<u>FY</u>	<u>Cost</u>	<u>OWDV</u>	<u>Rate</u>	<u>Dep'n</u>	<u>CWDV</u>
Fence - 48 Finnie Rd	09/11/2020	2021	3630.94		2.50%	57.95	3,572.99
		2022		3,572.99	2.50%	90.77	3,482.22
		2023		3,482.22	2.50%	90.77	3,391.45
		2024		3,391.45	2.50%	90.77	3,300.67
		2025		3,300.67	2.50%	90.77	3,209.90
		2026		3,209.90	2.50%	90.77	3,119.13
		2027		3,119.13	2.50%	90.77	3,028.35
		2028		3,028.35	2.50%	90.77	2,937.58
		2029		2,937.58	2.50%	90.77	2,846.81
		2030		2,846.81	2.50%	90.77	2,756.03
		2031		2,756.03	2.50%	90.77	2,665.26
		2032		2,665.26	2.50%	90.77	2,574.49
		2033		2,574.49	2.50%	90.77	2,483.71
		2034		2,483.71	2.50%	90.77	2,392.94
		2035		2,392.94	2.50%	90.77	2,302.17
		2036		2,302.17	2.50%	90.77	2,211.39
		2037		2,211.39	2.50%	90.77	2,120.62
		2038		2,120.62	2.50%	90.77	2,029.84
		2039		2,029.84	2.50%	90.77	1,939.07
		2040		1,939.07	2.50%	90.77	1,848.30
		2041		1,848.30	2.50%	90.77	1,757.52
		2042		1,757.52	2.50%	90.77	1,666.75
		2043		1,666.75	2.50%	90.77	1,575.98
		2044		1,575.98	2.50%	90.77	1,485.20
		2045		1,485.20	2.50%	90.77	1,394.43
		2046		1,394.43	2.50%	90.77	1,303.66
		2047		1,303.66	2.50%	90.77	1,212.88
		2048		1,212.88	2.50%	90.77	1,122.11
		2049		1,122.11	2.50%	90.77	1,031.34
		2050		1,031.34	2.50%	90.77	940.56
		2051		940.56	2.50%	90.77	849.79

# Self-managed superannuation fund annual return **2021**

## Who should complete this annual return?

Only self-managed superannuation funds (SMSFs) can complete this annual return. All other funds must complete the *Fund income tax return 2021* (NAT 71287).

- ❗ The *Self-managed superannuation fund annual return instructions 2021* (NAT 71606) (the instructions) can assist you to complete this annual return.
- ➖ The SMSF annual return cannot be used to notify us of a change in fund membership. You must update fund details via [ABR.gov.au](http://ABR.gov.au) or complete the Change of details for superannuation entities form (NAT 3036).

## To complete this annual return

- Print clearly, using a BLACK pen only.
  - Use BLOCK LETTERS and print one character per box.
- 
- Place  in ALL applicable boxes.

- Postal address for annual returns:

**Australian Taxation Office**  
**GPO Box 9845**  
**[insert the name and postcode**  
**of your capital city]**

For example;

**Australian Taxation Office**  
**GPO Box 9845**  
**SYDNEY NSW 2001**

## Section A: Fund information

### 1 Tax file number (TFN)

- ❗ The ATO is authorised by law to request your TFN. You are not obliged to quote your TFN but not quoting it could increase the chance of delay or error in processing your annual return. See the Privacy note in the Declaration.

- To assist processing, write the fund's TFN at the top of pages 3, 5, 7 and 9.

### 2 Name of self-managed superannuation fund (SMSF)

### 3 Australian business number (ABN) (if applicable)

### 4 Current postal address

Suburb/town

State/territory

Postcode

### 5 Annual return status

Is this an amendment to the SMSF's 2021 return?

**A** No Yes

Is this the first required return for a newly registered SMSF?

**B** No Yes

**6 SMSF auditor**

Auditor's name

Title: Mr  Mrs  Miss  Ms  Other

Family name

First given name

Other given names

SMSF Auditor Number

Auditor's phone number

Postal address

Suburb/town

State/territory

Postcode

Date audit was completed **A**  /  /   
Day / Month / YearWas Part A of the audit report qualified? **B** No YesWas Part B of the audit report qualified? **C** No YesIf Part B of the audit report was qualified,  
have the reported issues been rectified? **D** No Yes**7 Electronic funds transfer (EFT)**

We need your self-managed super fund's financial institution details to pay any super payments and tax refunds owing to you.

**A Fund's financial institution account details**

This account is used for super contributions and rollovers. Do not provide a tax agent account here.

Fund BSB number

Fund account number

Fund account name

I would like my tax refunds made to this account.  Go to C.**B Financial institution account details for tax refunds**

This account is used for tax refunds. You can provide a tax agent account here.

BSB number

Account number

Account name

**C Electronic service address alias**Provide the electronic service address alias (ESA) issued by your SMSF messaging provider.  
(For example, SMSFdataESAAlias). See instructions for more information.

**8 Status of SMSF** Australian superannuation fund **A** No Yes Fund benefit structure **B** Code  
 Does the fund trust deed allow acceptance of the Government's Super Co-contribution and Low Income Super Amounts? **C** No Yes

**9 Was the fund wound up during the income year?**

No Yes **▶** If yes, provide the date on which the fund was wound up Day / Month / Year **▶** Have all tax lodgment and payment obligations been met? No Yes

**10 Exempt current pension income**

Did the fund pay retirement phase superannuation income stream benefits to one or more members in the income year?

To claim a tax exemption for current pension income, you must pay at least the minimum benefit payment under the law. Record exempt current pension income at Label **A**.

No **▶** Go to Section B: Income.

Yes **▶** Exempt current pension income amount **A** \$

Which method did you use to calculate your exempt current pension income?

Segregated assets method **B**

Unsegregated assets method **C** **▶** Was an actuarial certificate obtained? **D** Yes

Did the fund have any other income that was assessable?

**E** Yes **▶** Go to Section B: Income.

No **▶** Choosing 'No' means that you do not have any assessable income, including no-TFN quoted contributions. Go to Section C: Deductions and non-deductible expenses. (Do **not** complete Section B: Income.)

If you are entitled to claim any tax offsets, you can list these at Section D: Income tax calculation statement.

## Section B: Income

**Do not complete this section** if all superannuation interests in the SMSF were supporting superannuation income streams in the retirement phase for the **entire year**, there was **no** other income that was assessable, and you **have not** realised a deferred notional gain. If you are entitled to claim any tax offsets, you can record these at Section D: Income tax calculation statement.

### 11 Income

Did you have a capital gains tax (CGT) event during the year? **G** No Yes

If the total capital loss or total capital gain is greater than \$10,000 or you elected to use the transitional CGT relief in 2017 and the deferred notional gain has been realised, complete and attach a *Capital gains tax (CGT) schedule 2021*.

Have you applied an exemption or rollover? **M** No Yes

Code

Net capital gain **A** \$

Gross rent and other leasing and hiring income **B** \$

Gross interest **C** \$

Forestry managed investment scheme income **X** \$

Gross foreign income <b>D1</b> \$	Net foreign income <b>D</b> \$	Loss <input type="text"/>
-----------------------------------	--------------------------------	---------------------------

Australian franking credits from a New Zealand company **E** \$

Transfers from foreign funds **F** \$

Number

Gross payments where ABN not quoted **H** \$

Gross distribution from partnerships **I** \$

Loss

\*Unfranked dividend amount **J** \$

\*Franked dividend amount **K** \$

\*Dividend franking credit **L** \$

\*Gross trust distributions **M** \$

Code

<b>Calculation of assessable contributions</b>	
Assessable employer contributions	
<b>R1</b> \$	
plus Assessable personal contributions	
<b>R2</b> \$	
plus **No-TFN-quoted contributions	
<b>R3</b> \$	
<i>(an amount must be included even if it is zero)</i>	
less Transfer of liability to life insurance company or PST	
<b>R6</b> \$	

**Assessable contributions**  
**R** \$  
(**R1** plus **R2** plus **R3** less **R6**)

<b>Calculation of non-arm's length income</b>	
*Net non-arm's length private company dividends	
<b>U1</b> \$	
plus *Net non-arm's length trust distributions	
<b>U2</b> \$	
plus *Net other non-arm's length income	
<b>U3</b> \$	

\*Other income **S** \$

\*Assessable income due to changed tax status of fund **T** \$

**Net non-arm's length income**  
**U** \$  
(subject to 45% tax rate)  
(**U1** plus **U2** plus **U3**)

Code

#This is a mandatory label.  
\*If an amount is entered at this label, check the instructions to ensure the correct tax treatment has been applied.

<b>GROSS INCOME</b> (Sum of labels <b>A</b> to <b>U</b> ) <b>W</b> \$	Loss <input type="text"/>
--	---------------------------

Exempt current pension income **Y** \$

<b>TOTAL ASSESSABLE INCOME</b> ( <b>W</b> less <b>Y</b> ) <b>V</b> \$	Loss <input type="text"/>
---	---------------------------

## Section C: Deductions and non-deductible expenses

### 12 Deductions and non-deductible expenses

- Under 'Deductions' list all expenses and allowances you are entitled to claim a deduction for. Under 'Non-deductible expenses', list all other expenses or normally allowable deductions that you cannot claim as a deduction (for example, all expenses related to exempt current pension income should be recorded in the 'Non-deductible expenses' column).

<b>DEDUCTIONS</b>		<b>NON-DEDUCTIBLE EXPENSES</b>	
Interest expenses within Australia	<b>A1 \$</b>		<b>A2 \$</b>
Interest expenses overseas	<b>B1 \$</b>		<b>B2 \$</b>
Capital works expenditure	<b>D1 \$</b>		<b>D2 \$</b>
Decline in value of depreciating assets	<b>E1 \$</b>		<b>E2 \$</b>
Insurance premiums – members	<b>F1 \$</b>		<b>F2 \$</b>
SMSF auditor fee	<b>H1 \$</b>		<b>H2 \$</b>
Investment expenses	<b>I1 \$</b>		<b>I2 \$</b>
Management and administration expenses	<b>J1 \$</b>		<b>J2 \$</b>
Forestry managed investment scheme expense	<b>U1 \$</b>		<b>U2 \$</b>
Other amounts	<b>L1 \$</b>	Code	<b>L2 \$</b>
Tax losses deducted	<b>M1 \$</b>		

**TOTAL DEDUCTIONS**  
**N \$**  
 (Total **A1** to **M1**)

**TOTAL NON-DEDUCTIBLE EXPENSES**  
**Y \$**  
 (Total **A2** to **L2**)

**#TAXABLE INCOME OR LOSS** Loss  
**O \$**  
 (TOTAL ASSESSABLE INCOME *less* TOTAL DEDUCTIONS)

**TOTAL SMSF EXPENSES**  
**Z \$**  
 (N *plus* Y)

#This is a mandatory label.

## Section D: Income tax calculation statement

### #Important:

Section B label **R3**, Section C label **O** and Section D labels **A, T1, J, T5** and **I** are mandatory. If you leave these labels blank, you will have specified a zero amount.

### 13 Calculation statement

Please refer to the *Self-managed superannuation fund annual return instructions 2021* on how to complete the calculation statement.

#Taxable income	<b>A \$</b>	<i>(an amount must be included even if it is zero)</i>
#Tax on taxable income	<b>T1 \$</b>	<i>(an amount must be included even if it is zero)</i>
#Tax on no-TFN-quoted contributions	<b>J \$</b>	<i>(an amount must be included even if it is zero)</i>

Gross tax **B \$**

*(T1 plus J)*

Foreign income tax offset	
<b>C1 \$</b>	
Rebates and tax offsets	Non-refundable non-carry forward tax offsets
<b>C2 \$</b>	<b>C \$</b>
	<i>(C1 plus C2)</i>

SUBTOTAL 1

**T2 \$**

*(B less C – cannot be less than zero)*

Early stage venture capital limited partnership tax offset	
<b>D1 \$</b>	
Early stage venture capital limited partnership tax offset carried forward from previous year	Non-refundable carry forward tax offsets
<b>D2 \$</b>	<b>D \$</b>
Early stage investor tax offset	<i>(D1 plus D2 plus D3 plus D4)</i>
<b>D3 \$</b>	
Early stage investor tax offset carried forward from previous year	SUBTOTAL 2
<b>D4 \$</b>	<b>T3 \$</b>
	<i>(T2 less D – cannot be less than zero)</i>

Complying fund's franking credits tax offset	
<b>E1 \$</b>	
No-TFN tax offset	
<b>E2 \$</b>	
National rental affordability scheme tax offset	
<b>E3 \$</b>	
Exploration credit tax offset	Refundable tax offsets
<b>E4 \$</b>	<b>E \$</b>
	<i>(E1 plus E2 plus E3 plus E4)</i>

#TAX PAYABLE **T5 \$**

*(T3 less E – cannot be less than zero)*

Section 102AAM interest charge

**G \$**

Credit for interest on early payments – amount of interest	
<b>H1 \$</b>	
Credit for tax withheld – foreign resident withholding (excluding capital gains)	
<b>H2 \$</b>	
Credit for tax withheld – where ABN or TFN not quoted (non-individual)	
<b>H3 \$</b>	
Credit for TFN amounts withheld from payments from closely held trusts	
<b>H5 \$</b>	
Credit for interest on no-TFN tax offset	
<b>H6 \$</b>	
Credit for foreign resident capital gains withholding amounts	
<b>H8 \$</b>	
	<b>Eligible credits</b>
	<b>H \$</b>
	<i>(H1 plus H2 plus H3 plus H5 plus H6 plus H8)</i>

<b>#Tax offset refunds</b> (Remainder of refundable tax offsets)	<b>I \$</b>	<i>(unused amount from label E – an amount must be included even if it is zero)</i>
---	-------------	---

PAYG instalments raised

**K \$**

Supervisory levy

**L \$**

Supervisory levy adjustment for wound up funds

**M \$**

Supervisory levy adjustment for new funds

**N \$**

<b>AMOUNT DUE OR REFUNDABLE</b> A positive amount at <b>S</b> is what you owe, while a negative amount is refundable to you.	<b>S \$</b>	<i>(T5 plus G less H less I less K plus L less M plus N)</i>
---	-------------	--

#This is a mandatory label.

## Section E: Losses

### 14 Losses

**!** If total loss is greater than \$100,000, complete and attach a *Losses schedule 2021*.

Tax losses carried forward to later income years **U \$**

Net capital losses carried forward to later income years **V \$**



## Section F: Member information

### MEMBER 1

Title: Mr Mrs Miss Ms Other

Family name

First given name

Other given names

### Member's TFN

See the Privacy note in the Declaration.

Date of birth

### Contributions

OPENING ACCOUNT BALANCE \$

**!** Refer to instructions for completing these labels.

Employer contributions

**A \$**

ABN of principal employer

**A1**

Personal contributions

**B \$**

CGT small business retirement exemption

**C \$**

CGT small business 15-year exemption amount

**D \$**

Personal injury election

**E \$**

Spouse and child contributions

**F \$**

Other third party contributions

**G \$**

Proceeds from primary residence disposal

**H \$**

Receipt date Day / Month / Year

**H1**

Assessable foreign superannuation fund amount

**I \$**

Non-assessable foreign superannuation fund amount

**J \$**

Transfer from reserve: assessable amount

**K \$**

Transfer from reserve: non-assessable amount

**L \$**

Contributions from non-complying funds and previously non-complying funds

**T \$**

Any other contributions (including Super Co-contributions and Low Income Super Amounts)

**M \$**

**TOTAL CONTRIBUTIONS N \$**

(Sum of labels **A** to **M**)

### Other transactions

Allocated earnings or losses **O \$**

Loss

Accumulation phase account balance

**S1 \$**

Inward rollovers and transfers **P \$**

Retirement phase account balance - Non CDBIS

**S2 \$**

Outward rollovers and transfers **Q \$**

Lump Sum payments **R1 \$**

Retirement phase account balance - CDBIS

**S3 \$**

Income stream payments **R2 \$**

Code

Code

TRIS Count

**CLOSING ACCOUNT BALANCE S \$**

(**S1** plus **S2** plus **S3**)

Accumulation phase value **X1 \$**

Retirement phase value **X2 \$**

Outstanding limited recourse borrowing arrangement amount **Y \$**

**MEMBER 2**

Title: Mr Mrs Miss Ms Other

Family name

First given name

Other given names

**Member's TFN**

See the Privacy note in the Declaration.

**Date of birth**

**Contributions**

OPENING ACCOUNT BALANCE \$

**!** Refer to instructions for completing these labels.

Employer contributions

**A \$**

ABN of principal employer

**A1**

Personal contributions

**B \$**

CGT small business retirement exemption

**C \$**

CGT small business 15-year exemption amount

**D \$**

Personal injury election

**E \$**

Spouse and child contributions

**F \$**

Other third party contributions

**G \$**

Proceeds from primary residence disposal

**H \$**

Receipt date Day / Month / Year

**H1**

Assessable foreign superannuation fund amount

**I \$**

Non-assessable foreign superannuation fund amount

**J \$**

Transfer from reserve: assessable amount

**K \$**

Transfer from reserve: non-assessable amount

**L \$**

Contributions from non-complying funds and previously non-complying funds

**T \$**

Any other contributions (including Super Co-contributions and Low Income Super Amounts)

**M \$**

**TOTAL CONTRIBUTIONS N \$**

(Sum of labels **A** to **M**)

**Other transactions**

Allocated earnings or losses **O \$**

Loss

Accumulation phase account balance

**S1 \$**

Inward rollovers and transfers **P \$**

Retirement phase account balance - Non CDBIS

**S2 \$**

Outward rollovers and transfers **Q \$**

Retirement phase account balance - CDBIS

**S3 \$**

Lump Sum payments **R1 \$**

Income stream payments **R2 \$**

Code

Code

TRIS Count

**CLOSING ACCOUNT BALANCE S \$**

(**S1** plus **S2** plus **S3**)

Accumulation phase value **X1 \$**

Retirement phase value **X2 \$**

Outstanding limited recourse borrowing arrangement amount **Y \$**

**OFFICIAL: Sensitive** (when completed)

---

**Section H: Assets and liabilities**
**15 ASSETS**

15a Australian managed investments

Listed trusts **A \$**

Unlisted trusts **B \$**

Insurance policy **C \$**

Other managed investments **D \$**

---

15b Australian direct investments

<p><b>Limited recourse borrowing arrangements</b></p> <p>Australian residential real property <b>J1 \$</b></p> <p>Australian non-residential real property <b>J2 \$</b></p> <p>Overseas real property <b>J3 \$</b></p> <p>Australian shares <b>J4 \$</b></p> <p>Overseas shares <b>J5 \$</b></p> <p>Other <b>J6 \$</b></p> <p>Property count <b>J7</b></p>	<p>Cash and term deposits <b>E \$</b></p> <p>Debt securities <b>F \$</b></p> <p style="padding-left: 100px;">Loans <b>G \$</b></p> <p style="padding-left: 100px;">Listed shares <b>H \$</b></p> <p style="padding-left: 100px;">Unlisted shares <b>I \$</b></p> <p style="padding-left: 100px;">Limited recourse borrowing arrangements <b>J \$</b></p> <p style="padding-left: 100px;">Non-residential real property <b>K \$</b></p> <p style="padding-left: 150px;">Residential real property <b>L \$</b></p> <p style="padding-left: 100px;">Collectables and personal use assets <b>M \$</b></p> <p style="padding-left: 100px;">Other assets <b>O \$</b></p>
--	--

---

15c Other investments

Crypto-Currency **N \$**

---

15d Overseas direct investments

Overseas shares **P \$**

Overseas non-residential real property **Q \$**

Overseas residential real property **R \$**

Overseas managed investments **S \$**

Other overseas assets **T \$**

<b>TOTAL AUSTRALIAN AND OVERSEAS ASSETS U \$</b> <small>(Sum of labels A to T)</small>
---

---

**15e In-house assets**

Did the fund have a loan to, lease to or investment in, related parties (known as in-house assets) at the end of the income year?

**A** No      Yes    **) \$**

**15f Limited recourse borrowing arrangements**

If the fund had an LRBA were the LRBA borrowings from a licensed financial institution? **A** No  Yes

Did the members or related parties of the fund use personal guarantees or other security for the LRBA? **B** No  Yes

**16 LIABILITIES**

Borrowings for limited recourse borrowing arrangements	
<b>V1 \$</b>	
Permissible temporary borrowings	
<b>V2 \$</b>	
Other borrowings	
<b>V3 \$</b>	Borrowings <b>V \$</b>
Total member closing account balances (total of all <b>CLOSING ACCOUNT BALANCES</b> from Sections F and G) <b>W \$</b>	
Reserve accounts <b>X \$</b>	
Other liabilities <b>Y \$</b>	
<b>TOTAL LIABILITIES Z \$</b>	

**Section I: Taxation of financial arrangements****17 Taxation of financial arrangements (TOFA)**

Total TOFA gains **H \$**

Total TOFA losses **I \$**

**Section J: Other information****Family trust election status**

If the trust or fund has made, or is making, a family trust election, write the four-digit **income year specified** of the election (for example, for the 2020–21 income year, write **2021**). **A**


If revoking or varying a family trust election, print **R** for revoke or print **V** for variation, and complete and attach the *Family trust election, revocation or variation 2021*. **B**

**Interposed entity election status**

If the trust or fund has an existing election, write the earliest income year specified. If the trust or fund is making one or more elections this year, write the earliest income year being specified and complete an *Interposed entity election or revocation 2021* for each election. **C**

If revoking an interposed entity election, print **R**, and complete and attach the *Interposed entity election or revocation 2021*. **D**

## Section K: Declarations

 Penalties may be imposed for false or misleading information in addition to penalties relating to any tax shortfalls.

### Important

Before making this declaration check to ensure that all income has been disclosed and the annual return, all attached schedules and any additional documents are true and correct in every detail. If you leave labels blank, you will have specified a zero amount or the label was not applicable to you. If you are in doubt about any aspect of the annual return, place all the facts before the ATO.

### Privacy

The ATO is authorised by the *Taxation Administration Act 1953* to request the provision of tax file numbers (TFNs). We will use the TFN to identify the entity in our records. It is not an offence not to provide the TFN. However if you do not provide the TFN, the processing of this form may be delayed.

Taxation law authorises the ATO to collect information and disclose it to other government agencies. For information about your privacy go to [ato.gov.au/privacy](https://ato.gov.au/privacy)

### TRUSTEE'S OR DIRECTOR'S DECLARATION:

I declare that, the current trustees and directors have authorised this annual return and it is documented as such in the SMSF's records. I have received a copy of the audit report and are aware of any matters raised therein. The information on this annual return, including any attached schedules and additional documentation is true and correct.

Authorised trustee's, director's or public officer's signature

Date  /  /   
Day / Month / Year

### Preferred trustee or director contact details:

Title:  Mr  Mrs  Miss  Ms  Other

Family name

First given name

Other given names

Phone number

Email address

Non-individual trustee name (if applicable)

ABN of non-individual trustee

Time taken to prepare and complete this annual return  Hrs

 The Commissioner of Taxation, as Registrar of the Australian Business Register, may use the ABN and business details which you provide on this annual return to maintain the integrity of the register. For further information, refer to the instructions.

### TAX AGENT'S DECLARATION:

I declare that the *Self-managed superannuation fund annual return 2021* has been prepared in accordance with information provided by the trustees, that the trustees have given me a declaration stating that the information provided to me is true and correct, and that the trustees have authorised me to lodge this annual return.

Tax agent's signature

Date  /  /   
Day / Month / Year

### Tax agent's contact details

Title:  Mr  Mrs  Miss  Ms  Other

Family name

First given name

Other given names

Tax agent's practice

Tax agent's phone number

Reference number

Tax agent number

# Brookes Superannuation Fund

## Members Statement

Allan Brookes  
 46 Finnie Rd  
 DEAGON, Queensland, 4017, Australia

### Your Details

Date of Birth : 08/06/1964  
 Age: 57  
 Tax File Number: Provided  
 Date Joined Fund: 13/08/2020  
 Service Period Start Date: 09/01/1993  
 Date Left Fund:  
 Member Code: BROALL00002A  
 Account Start Date: 13/08/2020  
 Account Phase: Accumulation Phase  
 Account Description: Accumulation

Nominated Beneficiaries N/A  
 Vested Benefits 247,494.93  
 Total Death Benefit 247,494.93

### Your Balance

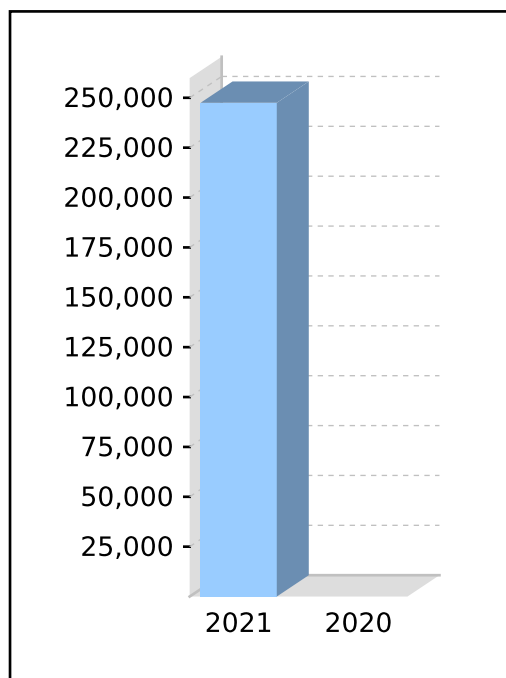
Total Benefits 247,494.93

#### Preservation Components

Preserved 247,327.26  
 Unrestricted Non Preserved 167.67  
 Restricted Non Preserved

#### Tax Components

Tax Free 66,044.92  
 Taxable 181,450.01



### Your Detailed Account Summary

	This Year	Last Year
Opening balance at 13/08/2020		
<u>Increases to Member account during the period</u>		
Employer Contributions	12,449.05	
Personal Contributions (Concessional)		
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		
Transfers In	242,652.73	
Net Earnings	(6,201.16)	
Internal Transfer In		
<u>Decreases to Member account during the period</u>		
Pensions Paid		
Contributions Tax	1,867.36	
Income Tax	(461.67)	
No TFN Excess Contributions Tax		
Excess Contributions Tax		
Refund Excess Contributions		
Division 293 Tax		
Insurance Policy Premiums Paid		
Management Fees		
Member Expenses		
Benefits Paid/Transfers Out		
Superannuation Surcharge Tax		
Internal Transfer Out		
Closing balance at 30/06/2021	247,494.93	0.00

**Brookes Superannuation Fund**  
**Members Statement**

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**Trustee's Disclaimer**

This statement has been prepared by the Trustee for the member whose name appears at the top of this statement. Every effort has been made by the Trustee to ensure the accuracy and completeness of this Statement. The Trustee does not accept any liability for any error, omission or misprint. All amounts shown in relation to benefits do not take into account any amounts which may be withheld to satisfy the requirements imposed by the Income Tax Assessment Act 1936.

Signed by all the trustees of the fund

\_\_\_\_\_  
Carolyn Brookes  
Director

\_\_\_\_\_  
Allan Brookes  
Director

# Brookes Superannuation Fund

## Members Statement

Carolyn Brookes  
 46 Finnie Rd  
 DEAGON, Queensland, 4017, Australia

### Your Details

Date of Birth : 14/08/1967  
 Age: 53  
 Tax File Number: Provided  
 Date Joined Fund: 13/08/2020  
 Service Period Start Date:  
 Date Left Fund:  
 Member Code: BROCAR00002A  
 Account Start Date: 13/08/2020  
 Account Phase: Accumulation Phase  
 Account Description: Accumulation

Nominated Beneficiaries N/A

Vested Benefits  
 Total Death Benefit

### Your Balance

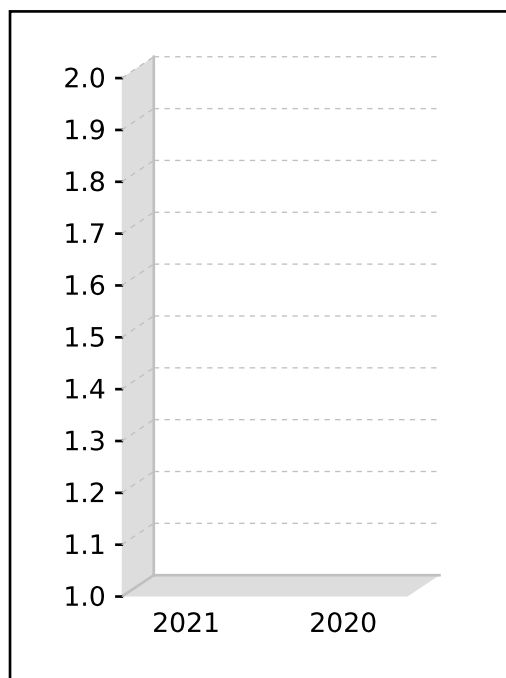
#### Total Benefits

#### Preservation Components

Preserved  
 Unrestricted Non Preserved  
 Restricted Non Preserved

#### Tax Components

Tax Free  
 Taxable



### Your Detailed Account Summary

	This Year	Last Year
Opening balance at 13/08/2020		
<u>Increases to Member account during the period</u>		
Employer Contributions		
Personal Contributions (Concessional)		
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		
Transfers In		
Net Earnings		
Internal Transfer In		
<u>Decreases to Member account during the period</u>		
Pensions Paid		
Contributions Tax		
Income Tax		
No TFN Excess Contributions Tax		
Excess Contributions Tax		
Refund Excess Contributions		
Division 293 Tax		
Insurance Policy Premiums Paid		
Management Fees		
Member Expenses		
Benefits Paid/Transfers Out		
Superannuation Surcharge Tax		
Internal Transfer Out		
Closing balance at 30/06/2021	0.00	0.00



**Brookes Superannuation Fund**  
**Members Statement**

---

**Trustee's Disclaimer**

This statement has been prepared by the Trustee for the member whose name appears at the top of this statement. Every effort has been made by the Trustee to ensure the accuracy and completeness of this Statement. The Trustee does not accept any liability for any error, omission or misprint. All amounts shown in relation to benefits do not take into account any amounts which may be withheld to satisfy the requirements imposed by the Income Tax Assessment Act 1936.

Signed by all the trustees of the fund

\_\_\_\_\_  
Carolyn Brookes  
Director

\_\_\_\_\_  
Allan Brookes  
Director

# Memorandum of Resolutions of the Director(s) of

Brookes Family Super Fund Pty Ltd ACN: 643200800

ATF Brookes Superannuation Fund

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## **FINANCIAL STATEMENTS OF SUPERANNUATION FUND:**

It was resolved that the financial statements would be prepared as special purpose financial statements as, in the opinion of the trustee(s), the Superannuation Fund is a non-reporting entity and therefore is not required to comply with all Australian Accounting Standards.

It was further resolved that the financial statements and notes to the financial statements of the Superannuation Fund in respect of the year ended 30 June 2021 thereon be adopted.

## **TRUSTEE'S DECLARATION:**

It was resolved that the trustee's declaration of the Superannuation Fund be signed.

## **ANNUAL RETURN:**

Being satisfied that the Fund had complied with the requirements of the Superannuation Industry (Supervision) Act 1993 (SISA) 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 allocation of the Fund's assets and the Fund's investment performance over the financial year were reviewed and found to be within the acceptable ranges outlined in the investment strategy. After considering the risk, rate of return, diversification and liquidity of the investments and the ability of the Fund to discharge its existing liabilities, it was resolved that the investment strategy continues to reflect the purposes and circumstances of the Fund and its members. Accordingly, 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 average daily balance (an alternative allocation basis may be percentage of opening balance).

## **INVESTMENT DISPOSALS:**

It was resolved to ratify the investment disposals throughout the financial year ended 30 June 2021.

## **AUDITORS:**

It was resolved that

Tony Boys

of

PO Box 3376, Rundle Mall, South Australia 5000

act as auditors of the Fund for the next financial year.

## **TRUSTEE STATUS:**

Each of the trustee(s) confirmed that they are qualified to act as trustee(s) of the Fund and that they are not disqualified persons as defined by s 120 of the SISA.

## **CONTRIBUTIONS RECEIVED:**

It was resolved that the contributions during the year be allocated to members on the basis of the schedule provided by the principal Fund employer.

# Memorandum of Resolutions of the Director(s) of

Brookes Family Super Fund Pty Ltd ACN: 643200800

ATF Brookes Superannuation Fund

---

**CLOSURE:**

Signed as a true record –

.....

Carolyn Brookes

/ /

.....

Allan Brookes

/ /

## Brookes Superannuation Fund

# Trial Balance

As at 30 June 2021

Last Year	Code	Account Name	Units	Debits \$	Credits \$
	<b>24200</b>	<b>Contributions</b>			
	24200/BROALL00002A	(Contributions) Brookes, Allan - Accumulation			12,449.05
	<b>25000</b>	<b>Interest Received</b>			
	25000/NAB543358498	NAB 543358498			19.59
	<b>28000</b>	<b>Property Income</b>			
	28000/48fin	48 Finnie Road, Deagon QLD, Australia			17,160.00
	<b>28500</b>	<b>Transfers In</b>			
	28500/BROALL00002A	(Transfers In) Brookes, Allan - Accumulation			242,652.73
	30100	Accountancy Fees		605.00	
	31500	Bank Charges		246.00	
	32800	Borrowing Expenses		390.24	
	32900	Formation Expenses		3,234.00	
	<b>33400</b>	<b>Depreciation</b>			
	33400/FixtureFittings	Air Conditioner - 48 Finnie Rd		166.09	
	<b>37820</b>	<b>Interest on loans (LRBA)</b>			
	37820/48fin	48 Finnie Road, Deagon QLD, Australia		11,335.11	
	<b>41960</b>	<b>Property Expenses - Council Rates</b>			
	41960/48fin	48 Finnie Road, Deagon QLD, Australia		1,492.65	
	<b>41980</b>	<b>Property Expenses - Insurance Premium</b>			
	41980/48fin	48 Finnie Road, Deagon QLD, Australia		1,486.97	
	<b>42060</b>	<b>Property Expenses - Repairs Maintenance</b>			
	42060/48fin	48 Finnie Road, Deagon QLD, Australia		2,469.79	
	<b>42070</b>	<b>Property Expenses - Agent Fees</b>			
	42070/48fin	48 Finnie Road, Deagon QLD, Australia		1,098.24	
	<b>42150</b>	<b>Property Expenses - Water Rates</b>			
	42150/48fin	48 Finnie Road, Deagon QLD, Australia		856.66	
	48500	Income Tax Expense		1,405.69	
	49000	Profit/Loss Allocation Account		247,494.93	

## Brookes Superannuation Fund

# Trial Balance

As at 30 June 2021

Last Year	Code	Account Name	Units	Debits \$	Credits \$
	<b>52420</b>	<b>Contributions</b>			
	52420/BROALL00002A	(Contributions) Brookes, Allan - Accumulation			12,449.05
	<b>52850</b>	<b>Transfers In</b>			
	52850/BROALL00002A	(Transfers In) Brookes, Allan - Accumulation			242,652.73
	<b>53100</b>	<b>Share of Profit/(Loss)</b>			
	53100/BROALL00002A	(Share of Profit/(Loss)) Brookes, Allan - Accumulation		6,201.16	
	<b>53330</b>	<b>Income Tax</b>			
	53330/BROALL00002A	(Income Tax) Brookes, Allan - Accumulation			461.67
	<b>53800</b>	<b>Contributions Tax</b>			
	53800/BROALL00002A	(Contributions Tax) Brookes, Allan - Accumulation		1,867.36	
	<b>60400</b>	<b>Bank Accounts</b>			
	60400/NAB543358498	NAB 543358498		52,865.98	
	66000	Borrowing Cost		2,589.66	
	68000	Sundry Debtors		570.96	
	<b>72650</b>	<b>Fixtures and Fittings (at written down value) - Unitised</b>			
	72650/FixtureFittings	Air Conditioner - 48 Finnie Rd	1.0000	1,233.91	
	<b>77200</b>	<b>Real Estate Properties (Australian - Residential)</b>			
	77200/48fin	48 Finnie Road, Deagon QLD, Australia	1.0000	572,706.31	
	85000	Income Tax Payable/Refundable			1,413.75
	<b>85500</b>	<b>Limited Recourse Borrowing Arrangements</b>			
	85500/48fin	48 Finnie Road, Deagon QLD, Australia			381,066.20
	89000	Deferred Tax Liability/Asset		8.06	
				<b>910,324.77</b>	<b>910,324.77</b>

Current Year Profit/(Loss): 248,900.62

## Jay Rajapakse

---

**From:** Jay Rajapakse  
**Sent:** 27 January 2022 5:06 PM  
**To:** 'Allan Brookes'; 'Allan Brookes'  
**Subject:** Info Required - Brookes Superfund.

**Importance:** High

Outstanding Qs

Hi Allan,

Could you please send below outstanding documents as soon as possible?

1. June 2021 statement for NAB account showing 30 June 2021 balance. ✓
2. Loan statements from Secure Funding from start to 30/06/2021.
3. Insurance paid to Westpac \$1,069.93. Can you please send me the insurance statement showing this amount on the policy. What you sent does not have the amount on the policy.
4. Please send all the invoices that you paid personally on behalf of super fund.
5. Settlement statement for 48 Finnie Rd. ✓

Thanks  
Jay

**Jay Rajapakse CPA**  
**ACCOUNTANT**

P 07 3204 4166  
Unit 1, 48 Flinders Pde, North Lakes Qld 4509  
PO Box 504 North Lakes Qld 4509

[herronaccountants.com.au](http://herronaccountants.com.au)



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## Jay Rajapakse

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**From:** Allan Brookes <Allan\_Brookes@outlook.com>  
**Sent:** 23 January 2022 4:15 AM  
**To:** Jay Rajapakse  
**Subject:** FW: URGENT - Initial Info Required - Brookes Superfund - EOY 2021  
**Attachments:** 48 Finnie Road, Deagon - PIKE lease 20-21).pdf; 8498-20201104-statement sept20.pdf; 8498-20201202-statement 5 nov 20.pdf; 8498-20201202-statement dec 20.pdf; 8498-20210602-statement mar 21.pdf; ATO Rollover benefits statment .pdf; brisbane city council rates oct 2020 - june 2021.pdf; CONTRACT\_FINNIE48.pdf; dingo force \$346.5.pdf; Financial\_year\_statement\_Allan\_Brookes\_BROOKES\_2020-07-01\_2021-06-30.pdf; hewitt invoice service air conditioner.pdf; insurance westpac.pdf; insurance westpac.pdf spd.pdf; Invoice - Al Brooks home doors \$396.00.pdf; Invoice \$237.90 hewitt trade services.pdf; invoice for fence materials \$3.630.94.pdf; Invoice\_No\_17327 Hewitt electrical.pdf; Landlord Insurance Certificate of Currency 22.pdf; Lease Agreement - 2021 - 2022.pdf; northside tree services \$440.00.pdf; payment for insurance .pdf; Policy Schedule terri scheer.pdf; Policy Schedule[136106].pdf; Sunsuper rollover statement .pdf; Tax invoice 4410 solicitor.PDF; Trust Receipt solicitor.PDF; urban utilities till june 2021.pdf

---

**From:** Allan Brookes <Allan\_Brookes@outlook.com>  
**Sent:** Saturday, January 22, 2022 5:21:34 PM  
**To:** Allan Brookes <Allan\_Brookes@outlook.com>  
**Subject:** RE: URGENT - Initial Info Required - Brookes Superfund - EOY 2021

Hi Jay

Sorry for the delay here is the info I think I have everything you need.

Two receipts missing

One at 284.24 for a leaky roof cannot find the invoice and cant remember who did it ill keep looking also the 858,00 dont know what that's for.

Can I just put that money back in if I don't find them.

Also just tracking down my mortgage loan contract

I have also found a couple of invoices that I paid out of my own account. Can I do anything with them?

Kind Regards,

Allan Brookes

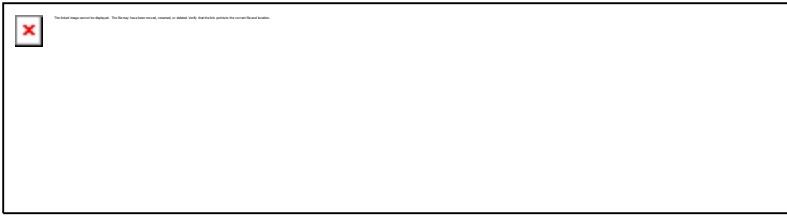
*Principal – Belle Property Sandgate*

Office (07) 3269 6802 | Mobile 0403 866 999

Belle Property Sandgate  
Shop 2 / 9-15 Brighton Rd  
Sandgate QLD 4017

<https://www.belleproperty.com/sandgate/>

[WEBSITE](#) | [FACEBOOK](#) | [LINKEDIN](#) | [INSTAGRAM](#)



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**From:** [Allan Brookes](#)  
**Sent:** Monday, 17 January 2022 9:21 AM  
**To:** [Jay Rajapakse](#)  
**Subject:** RE: URGENT - Initial Info Required - Brookes Superfund - EOY 2021

Hi Jay  
Hope you are well.  
Very sorry ill get that done and over to you asap

---

**From:** Jay Rajapakse <jay@herronaccountants.com.au>  
**Sent:** Monday, 17 January 2022 9:12 AM  
**To:** 'Allan.Brookes@belleproperty.com' <Allan.Brookes@belleproperty.com>; 'Allan Brookes' <Allan\_Brookes@outlook.com>  
**Subject:** RE: URGENT - Initial Info Required - Brookes Superfund - EOY 2021

Morning Allan,

Hoper you are doing well. As per my previous two email, can you please reply to below queries for the SMSF as soon as possible, Preferably end of this week?

Please note the lodgement due date for superfund is 28/02/2022 and Auditor takes 2-3 weeks for the Audit. Therefore we really need your replies this week if want to achieve the 28 Feb deadline.

Please note late lodgement will incur penalties.

Thanks  
Jay



**Jay Rajapakse CPA**  
**ACCOUNTANT**

P 07 3204 4166  
Unit 1, 48 Flinders Pde, North Lakes Qld 4509  
PO Box 504 North Lakes Qld 4509



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**From:** Jay Rajapakse  
**Sent:** Friday, 8 October 2021 5:01 PM  
**To:** 'Allan.Brookes@belleproperty.com' <[Allan.Brookes@belleproperty.com](mailto:Allan.Brookes@belleproperty.com)>; 'Allan Brookes' <[Allan\\_Brookes@outlook.com](mailto:Allan_Brookes@outlook.com)>  
**Subject:** Initial Info Required - Brookes Superfund - EOY 2021  
**Importance:** High

Hi Allan,

Could you please provide below for us to start work on the superfund? As you may know, compliance on super fund are very high and need paperwork/tax invoices for every transactions for the Auditor hence the list below.

1. NAB bank statements from start to 30 June 2021.
2. Settlement contract for the property
3. Home insurance statement showing \$1,069.93
4. Tax invoice for \$500 paid to solicitor for purchase of property.
5. Mortgage loan statement from start to 30 June 2021.
6. Rental statement for 2021 FY.
7. Rental agreement
8. All rates statements
9. All water statement
10. Tax invoice for Air Conditioner payment of \$1,665.15

11. Roll over statement from your previous super fund for you and Caroline: amount are \$186,000.00 and \$242,652.73
12. Mortgage loan contract
13. \$396.00 paid on 31/03/2021 for doors : please provide tax invoice
14. \$284.24 paid on 31/06/2021 for roof leak: please provide tax invoice
15. \$237.90 paid on 31/03/2021: please provide tax invoice for this.
16. \$858.00 paid on 30/11/2020: please provide tax invoice
17. \$440 paid on 30/11/2020 : please provide tax invoice
18. \$346.50 paid on 20/11/2020 to dingo force: please provide tax invoice
19. \$3,630.94 paid on 09/11/2020 : please provide tax invoice

Thanks  
Jay

**Jay Rajapakse CPA**

ACCOUNTANT

**NORTH LAKES | P 07 3204 4166**

Unit 1, 48 Flinders Pde, North Lakes Qld 4509

PO Box 504 North Lakes Qld 4509



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## Bank Reconciliation - Super Fund

Client Name: Brookes Superannuation Fund  
 Client Code: BROO004 Period Ended: 30 June 2021  
 Partner/Manager: Mark/Stuart Accountant: Jay

Bank: NAB Account No: 543358498  
 BGL Code: \_\_\_\_\_

AS AT

**30/06/2021**

Balance as per bank statement \$52,865.98

add: Outstanding deposits	0.00	
	0.00	
	0.00	
		0.00
		52,865.98

less: Outstanding cheques

	Chq No	Code	Amount	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	0.00

**Reconciled Balance** \$52,865.98



### NAB Cash Manager

For further information call 13 22 65 for Personal Accounts or 13 10 12 for Business Accounts.

036/000278



BROOKES FAMILY SUPER FUND PTY LTD ATF BR  
46 FINNIE RD  
DEAGON QLD 4017

### Account Balance Summary

Opening balance	\$0.00
Total credits	\$245,843.64
Total debits	\$186,000.00
<b>Closing balance</b>	<b>\$59,843.64 Cr</b>

**Statement starts 1 September 2020**  
**Statement ends 4 November 2020**

### Outlet Details

Sandgate  
33 Brighton Rd, Sandgate Qld 4017

### Account Details

BROOKES FAMILY SUPER FUND PTY LTD  
ATF BROOKES SUPERANNUATION FUND  
BSB number 084-365  
Account number 54-335-8498

### Transaction Details

Date	Particulars	Debits	Credits	Balance
1 Sep 2020	Account Opened			0.00
16 Sep 2020	Online C3328414161 march/ june super Finnie Rd Pr.....		1,765.12	1,765.12 Cr
30 Sep 2020	Interest.....		0.03	1,765.15 Cr
16 Oct 2020	Online B1292467738 Smsf Finnie Rd Pr.....		1,425.00	3,190.15 Cr
28 Oct 2020	Cheques Deposit.....		242,652.73	245,842.88 Cr
30 Oct 2020	Interest.....		0.76	245,843.64 Cr
3 Nov 2020	Withdrawal.....	186,000.00		59,843.64 Cr

### Summary of Government Charges

Government	From 1 July to date	Last year to 30 June
Withholding tax	\$0.00	\$0.00
Bank Account Debit (BAD) tax	\$0.00	\$0.00

Bank Accounts Debits (BAD) Tax or State Debits Duty has been abolished for all states & territories effective 1/7/2005. Any amount shown on this statement applies to debits processed on or before 30/06/2005.

For further information on any applicable rebates, fees or government charges, please refer to the NAB's "A Guide to Fees & Charges" booklet. Please retain this statement for taxation purposes

### Explanatory Notes

Please check all entries and report any apparent error or possible unauthorised transaction immediately.

We may subsequently adjust debits and credits, which may result in a change to your account balance to accurately reflect the obligations between us.

For information on resolving problems or disputes, contact us on 1800 152 015, or ask at any NAB branch.

309/7201/N000278/S000615/001.129



**NAB Cash Manager**

For further information call 13 22 65 for Personal Accounts or 13 10 12 for Business Accounts.



036/000125



BROOKES FAMILY SUPER FUND PTY LTD ATF BR  
46 FINNIE RD  
DEAGON QLD 4017

**Account Balance Summary**

Opening balance	\$59,843.64	Cr
Total credits	\$974.81	
Total debits	\$5,275.44	
<b>Closing balance</b>	<b>\$55,543.01</b>	<b>Cr</b>

**Statement starts 5 November 2020**  
**Statement ends 2 December 2020**

**Outlet Details**

Sandgate  
33 Brighton Rd, Sandgate Qld 4017

**Account Details**

BROOKES FAMILY SUPER FUND PTY LTD  
ATF BROOKES SUPERANNUATION FUND  
BSB number 084-365  
Account number 54-335-8498

**Transaction Details**

Date	Particulars	Debits	Credits	Balance
5 Nov 2020	Brought forward			59,843.64 Cr
9 Nov 2020	Internet Transfer Q2500073978 .....	3,630.94		56,212.70 Cr
20 Nov 2020	Internet Transfer dingo force.....	346.50		55,866.20 Cr
30 Nov 2020	Interest .....		3.45	
	Internet Transfer INVX2010 .....	440.00		
	Internet Transfer 48 Finnie.....	858.00		54,571.65 Cr
1 Dec 2020	-----			
	Monthly Transaction Summary	Number	Unit Cost	Fee
	Banker Assisted Withdrawal	1	\$0.00	\$0.00
	Internet Transfer NAB	1	\$0.00	\$0.00
	Internet Transfer Non-NAB	3	\$0.00	\$0.00
	<b>Total Transaction Fees</b>			<b>\$0.00</b>
	Less Transaction Rebate			\$0.00
	<b>Transaction Fees Less Rebate</b>			<b>\$0.00</b>
	Account Service Fee			\$0.00
	<b>Fee Charged</b>			<b>\$0.00</b>
	-----			
	Belle Cashmere Belle Prop Cashm			
	015925.....		971.36	55,543.01 Cr

**Summary of Government Charges**

	From 1 July to date	Last year to 30 June
<b>Government</b>		
Withholding tax	\$0.00	\$0.00
Bank Account Debit (BAD) tax	\$0.00	\$0.00

Bank Accounts Debits (BAD) Tax or State Debits Duty has been abolished for all states & territories effective 1/7/2005. Any amount shown on this statement applies to debits processed on or before 30/06/2005.

For further information on any applicable rebates, fees or government charges, please refer to the NAB's "A Guide to Fees & Charges" booklet. Please retain this statement for taxation purposes

**Explanatory Notes**

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For information on resolving problems or disputes, contact us on 1800 152 015, or ask at any NAB branch.

33717201/0000125/0000203/0000405



**NAB Cash Manager**

For further information call 13 22 65 for Personal Accounts or 13 10 12 for Business Accounts.

036/000159



BROOKES FAMILY SUPER FUND PTY LTD ATF BR  
46 FINNIE RD  
DEAGON QLD 4017

**Account Balance Summary**

Opening balance	\$55,571.51	Cr
Total credits	\$6,320.60	
Total debits	\$8,500.35	
<b>Closing balance</b>	<b>\$53,391.76</b>	<b>Cr</b>

**Statement starts 3 March 2021**  
**Statement ends 2 June 2021**

**Outlet Details**

Sandgate  
Shop 147A, Strathpine Centre  
295 Gympie Rd, Strathpine Qld 4500

**Account Details**

BROOKES FAMILY SUPER FUND PTY LTD  
ATF BROOKES SUPERANNUATION FUND  
BSB number 084-365  
Account number 54-335-8498

**Transaction Details**

Date	Particulars	Debits	Credits	Balance
3 Mar 2021	Brought forward			55,571.51 Cr
4 Mar 2021	3409088 Secure Funding P 400984.....	2,120.36		53,451.15 Cr
17 Mar 2021	Belle Cashmere Belle Prop Cashm 015925.....		971.36	54,422.51 Cr
31 Mar 2021	Interest..... Belle Cashmere Belle Prop Cashm 015925.....		2.44 971.36	
	Internet Bpay Urban Utilities 101098847700004.....	180.73		
	Internet Transfer 48 Finnie.....	237.90		
	Internet Transfer roof leak.....	284.24		
	Internet Transfer Doors 48 finnie.....	396.00		54,297.44 Cr
1 Apr 2021	----- Monthly Transaction Summary	Number	Unit Cost	Fee
	Internet Transfer Non-NAB	3	\$0.00	\$0.00
	Internet Bpay	1	\$0.00	\$0.00
	<b>Total Transaction Fees</b>			<b>\$0.00</b>
	Less Transaction Rebate			\$0.00
	<b>Transaction Fees Less Rebate</b>			<b>\$0.00</b>
	Account Service Fee			\$0.00
	<b>Fee Charged</b>			<b>\$0.00</b>
	----- 3409088 Secure Funding P 400984.....	2,120.36		52,177.08 Cr
15 Apr 2021	Internet Bpay Bcc Rates & Donation 580000001749356.....	540.40		51,636.68 Cr
20 Apr 2021	Internet Transfer Air Con 28 Finnie.....	500.00		51,136.68 Cr
30 Apr 2021	Interest..... Belle Cashmere Belle Prop Cashm 015925.....		2.13 2,428.40	53,567.21 Cr
3 May 2021	----- Monthly Transaction Summary	Number	Unit Cost	Fee
	Internet Transfer Non-NAB	1	\$0.00	\$0.00
	Internet Bpay	1	\$0.00	\$0.00
	Carried forward			53,567.21 Cr

153/7201/M000159/S000289/000577

**Transaction Details (continued)**

Date	Particulars	Debits	Credits	Balance
	Brought forward			53,567.21 Cr
	<b>Total Transaction Fees</b>		<b>\$0.00</b>	
	Less Transaction Rebate		\$0.00	
	<b>Transaction Fees Less Rebate</b>		<b>\$0.00</b>	
	Account Service Fee		\$0.00	
	<b>Fee Charged</b>		<b>\$0.00</b>	
-----				53,567.21 Cr
4 May 2021	3409088                      Secure Funding P			
	400984.....	2,120.36		51,446.85 Cr
31 May 2021	Interest .....		2.19	
	Belle Cashmere              Belle Prop Cashm			
	015925.....		1,942.72	53,391.76 Cr

**Summary of Government Charges**

	From 1 July to date	Last year to 30 June
<b>Government</b>		
Withholding tax	\$0.00	\$0.00
Bank Account Debit (BAD) tax	\$0.00	\$0.00

Bank Accounts Debits (BAD) Tax or State Debits Duty has been abolished for all states & territories effective 1/7/2005. Any amount shown on this statement applies to debits processed on or before 30/06/2005.

For further information on any applicable rebates, fees or government charges, please refer to the NAB's "A Guide to Fees & Charges" booklet. Please retain this statement for taxation purposes

**Explanatory Notes**

*Please check all entries and report any apparent error or possible unauthorised transaction immediately.*

*We may subsequently adjust debits and credits, which may result in a change to your account balance to accurately reflect the obligations between us.*

*For information on resolving problems or disputes, contact us on 1800 152 015, or ask at any NAB branch.*

153/72/01/A/000159/S000289/ID00578



**NAB Cash Manager**

For further information call 13 22 65 for Personal Accounts or 13 10 12 for Business Accounts.



036/000100



BROOKES FAMILY SUPER FUND PTY LTD ATF BR  
46 FINNIE RD  
DEAGON QLD 4017

**Account Balance Summary**

Opening balance	\$53,391.76	Cr
Total credits	\$7,745.27	
Total debits	\$9,474.99	
<b>Closing balance</b>	<b>\$51,662.04</b>	<b>Cr</b>

**Statement starts 3 June 2021**  
**Statement ends 2 September 2021**

**Outlet Details**

Sandgate  
Shop 147A, Strathpine Centre  
295 Gympie Rd, Strathpine Qld 4500

**Account Details**

BROOKES FAMILY SUPER FUND PTY LTD  
ATF BROOKES SUPERANNUATION FUND  
BSB number 084-365  
Account number 54-335-8498

**Transaction Details**

Date	Particulars	Debits	Credits	Balance
3 Jun 2021	Brought forward			53,391.76 Cr
4 Jun 2021	3409088                      Secure Funding P 400984.....	2,120.36		51,271.40 Cr
24 Jun 2021	Internet Bpay                      Urban Utilities 101098847700004.....	350.25		50,921.15 Cr
30 Jun 2021	Interest ..... Belle Cashmere                      Belle Prop Cashm 015925.....		2.11 1,942.72	52,865.98 Cr
1 Jul 2021	----- Monthly Transaction Summary      Number      Unit Cost      Fee			
	Internet Bpay                      1                      \$0.00                      \$0.00			
	<b>Total Transaction Fees</b>		<b>\$0.00</b>	
	Less Transaction Rebate		\$0.00	
	<b>Transaction Fees Less Rebate</b>		<b>\$0.00</b>	
	Account Service Fee		\$0.00	
	<b>Fee Charged</b>		<b>\$0.00</b>	
	----- *****			
	The Following Information Concerning This Account Is Provided To Assist In Preparing Your 2020/21 Tax Return			
	Credit Interest Paid - 2020/21 Financial Year		19.59	
	Resident Withholding Tax - 2020/21 Financial Year		0.00	
	If You Have Any Queries, Please Call The Account Enquiries Number On The Top Of This Statement.			
	----- *****			
2 Jul 2021	3409088                      Secure Funding P 400984.....	2,120.36		50,745.62 Cr
5 Jul 2021	Howzat Plumbing                      E7447268382 brookes 11681.....	275.00		50,470.62 Cr
20 Jul 2021	Internet Bpay                      Bcc Rates 500000001749356.....	540.35		49,930.27 Cr
22 Jul 2021	Online W5763936603 super payment Finnie Rd Pr.....		1,425.00	51,355.27 Cr
30 Jul 2021	Interest.....		2.09	51,357.36 Cr
2 Aug 2021	----- Carried forward			51,357.36 Cr

245/7201/M000100/S000170/D000339





## Bank Loan Reconciliation

Client Name: Brookes Superannuation Fund      Period Ended: 30 June 2021  
 Client Code: BROO004      Accountant: Jay

Bank: Secure Funding Pty Ltd      Account No: 3409088

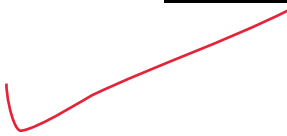
Balance per bank statement      381,066.20

Balance per MYOB      381,066.20

Variance      0.00

Interest paid for the year

Month	Amount
July	0.00
August	0.00
September	0.00
October	0.00
November	0.00
December	1,607.72
January	1,658.68
February	1,660.91
March	1,498.49
April	1,655.60
May	1,601.23
June	1,652.48
	11,335.11



# ACCOUNT STATEMENT

Customer Enquiries 13 11 33



Allan Brookes  
46 Finnie Road  
DEAGON QLD 4017

**Borrowers/Guarantors** **Loan Account Number:** 3409088  
Allan Brookes  
Brookes Superannuation Fund  
Carolyn Margaret Brookes

**Start Date:** 1 July 2020 **End Date:** 31 December 2020  
**Opening Rate:** 5.10% **Closing Rate:** 5.10%  
**Monthly Repayment:** \$2,120.36 **Account Status:** Current  
**Default Rate (if applicable):** 7.10% **Payment Frequency:** Monthly  
**BPAY Biller Code:** 64956 **BPAY CRN:** 34090886

Account Summary as at 31 December 2020

Opening Balance	+	Interest Charged	+	Other Debits	-	Total Credits	=	Closing Balance
\$0.00		\$1,607.72		\$385,525.00		\$3,251.75		\$383,880.97

## Get online today!

Access your statements online. Simply log on to Liberty Customer Online to view. You can also:

- Withdraw funds
- Pay bills
- Make BPAY payments

To setup an online account in minutes, please visit [activate.liberty.com.au](https://activate.liberty.com.au).

## Building Insurance for your Property

Insurance helps you mitigate the risk of financial loss in events such as fire or storm. It is also a requirement of your loan contract that you have building insurance for your property. Please ensure a copy of your current certificate has been provided, noting Secure Funding Pty Ltd. Fees may apply if a current certificate is not on file. To update your account, send your certificate to [service@liberty.com.au](mailto:service@liberty.com.au).

# ACCOUNT STATEMENT

## Customer Enquiries 13 11 33

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Date	Transaction	Debit	Credit	Balance
04/12/20	Direct Debit Repayment		-\$2,120.36	\$383,880.97
04/12/20	Service Fee	\$30.00		\$386,001.33
04/12/20	Interest Charged	\$1,607.72		\$385,971.33
13/11/20	Fee Receipt		-\$636.39	\$384,363.61
05/11/20	SMSF Review Fee	\$695.00		\$385,000.00
05/11/20	Search Fees	\$30.90		\$384,305.00
04/11/20	Loan Advance - EFT	\$382,320.10		\$384,274.10
04/11/20	Transfer of Land Registration Fee	\$1,564.00		\$1,954.00
04/11/20	Discharge Fee on Existing Mortgage	\$195.00		\$390.00
04/11/20	Mortgage Registration Fee	\$195.00		\$195.00
28/08/20	Application Fee	\$495.00		\$0.00
28/08/20	Fee Receipt		-\$495.00	\$-495.00
<b>Totals</b>		<b>\$387,132.72</b>	<b>-\$3,251.75</b>	

Highlighted above were paid by Allan.

# ACCOUNT STATEMENT

## Customer Enquiries 13 11 33



Allan Brookes  
46 Finnie Road  
DEAGON QLD 4017

**Borrowers/Guarantors** **Loan Account Number:** 3409088  
Allan Brookes  
Brookes Superannuation Fund  
Carolyn Margaret Brookes

<b>Start Date:</b>	1 January 2021	<b>End Date:</b>	30 June 2021
<b>Opening Rate:</b>	5.10%	<b>Closing Rate:</b>	5.10%
<b>Monthly Repayment:</b>	\$2,120.36	<b>Account Status:</b>	Current
<b>Default Rate (if applicable):</b>	7.10%	<b>Payment Frequency:</b>	Monthly
<b>BPAY Biller Code:</b>	64956	<b>BPAY CRN:</b>	34090886

Account Summary as at 30 June 2021

Opening Balance	+	Interest Charged	+	Other Debits	-	Total Credits	=	Closing Balance
\$383,880.97		\$9,727.39		\$180.00		\$12,722.16		\$381,066.20

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- Pay bills
- Make BPAY payments

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# ACCOUNT STATEMENT

## Customer Enquiries 13 11 33

### Get online today!

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- Withdraw funds
- Pay bills
- Make BPAY payments

To setup an online account in minutes, please visit [activate.liberty.com.au](http://activate.liberty.com.au).

Date	Transaction	Debit	Credit	Balance
04/06/21	Direct Debit Repayment		-\$2,120.36	\$381,066.20
04/06/21	Service Fee	\$30.00		\$383,186.56
04/06/21	Interest Charged	\$1,652.48		\$383,156.56
04/05/21	Direct Debit Repayment		-\$2,120.36	\$381,504.08
04/05/21	Service Fee	\$30.00		\$383,624.44
04/05/21	Interest Charged	\$1,601.23		\$383,594.44
04/04/21	Service Fee	\$30.00		\$381,993.21
04/04/21	Interest Charged	\$1,655.60		\$381,963.21
01/04/21	Direct Debit Repayment		-\$2,120.36	\$380,307.61
04/03/21	Direct Debit Repayment		-\$2,120.36	\$382,427.97
04/03/21	Service Fee	\$30.00		\$384,548.33
04/03/21	Interest Charged	\$1,498.49		\$384,518.33
04/02/21	Direct Debit Repayment		-\$2,120.36	\$383,019.84
04/02/21	Service Fee	\$30.00		\$385,140.20
04/02/21	Interest Charged	\$1,660.91		\$385,110.20
04/01/21	Direct Debit Repayment		-\$2,120.36	\$383,449.29
04/01/21	Service Fee	\$30.00		\$385,569.65
04/01/21	Interest Charged	\$1,658.68		\$385,539.65
01/01/21	Opening balance			\$383,880.97
<b>Totals</b>		<b>\$9,907.39</b>	<b>-\$12,722.16</b>	

## End of Period Closing Figures - Super Fund

Client Name:	<u>Brookes Superannuation Fund</u>	
Client Code:	<u>BROO004</u>	Period Ended: <u>30 June 2021</u>
Partner:	<u>Mark/Stuart</u>	Accountant: <u>Jay</u>

<b>Cash at Bank:</b>	<b>Nil</b>
NAB 543358498	52,865.98

### Debtors:

Withdrawal in error	50.96	Member to repay.
Accure last week of rent	520.00	
	<hr/>	
	<b>570.96</b>	Sundry Debtors

### Creditors:

LRBA Loan	381,066.20
	<hr/>
	<b>381,066.20</b>



Brookes Superannuation Fund  
46 Finnie Rd  
DEAGON QLD 4017

Paid by Finnie Rd Property Pty  
Ltd. Taken as SG for Allan.

Invoice Date  
03 August 2020

ABN.  
16 134 060 432

Invoice No.  
24657

Client Code  
BROO004

# TAX INVOICE

To our Professional Fees and Charges in attending to the following:-

To the establishment of your new Self-Managed Superannuation Fund 'Brookes Superannuation Fund' and associated trustee company 'Brookes Super Pty Ltd' including all legal outlays paid on your behalf \$1420.00

To the establishment of your new trust 'Brookes Super Bare Trust' including all legal outlays paid on your behalf \$660.00

To the establishment of your new company 'Brookes Super Bare Trust Pty Ltd' including all legal outlays paid on your behalf \$920.00

Our Price		2,940.00
Plus: GST	Formation Cost	294.00
<b>TOTAL DUE</b>	non deductible	<b>\$3,234.00</b>



### Remittance Advice - Please return with your payment

Payment required within Fourteen (14) Days from date of Invoice

Invoice Due Date - 17 August 2020

Please forward cheques to:

Herron Accountants  
PO Box 504  
North Lakes QLD 4509  
Ph: 07 3204 4166

For Direct Deposit:

BSB: 124 001  
BoQ Account No: 21374214

Credit Card: Mastercard/Visa (Please circle)

Card No:           Expires: \_\_\_ / \_\_\_

Name on Card: \_\_\_\_\_

Signature: \_\_\_\_\_

Client Code: BROO004      Invoice No: 24657      Amount Due: \$3,234.00      Amount Paid: \$ \_\_\_\_\_



Brookes Superannuation Fund  
46 Finnie Rd  
DEAGON QLD 4017

Paid by Finnie Rd Property Pty  
Ltd. Taken as SG for Allan.

**Invoice Date**  
15 September 2020

**ABN.**  
16 134 060 432

**Invoice No.**  
25002

**Client Code**  
BROO004

## TAX INVOICE

To our Professional Fees and Charges in attending to the following:-

- Prepare necessary documents and lodgements to fulfil below tasks as requested by Liberty Finance, correspondence in relation to this.
  - Add Carolyn as a member for the Super fund
  - Add Carolyn as Director and shareholder of Brookes Family Super Fund Pty Ltd, trustee for Brookes Super Fund
  - Add Carolyn as a Director and shareholder of Brookes Family Super Bare Pty Ltd, trustee for Bare Trust.
- Amend "Resolution of Trustee" and "Resolution of Custodian" in Brookes Super Fund and email to Liberty Finance. Correspondence relating to this with you and Liberty Finance.
- Attend to regular compliance of SMSF

Our Price	550.00
Plus: GST	55.00
<b>TOTAL DUE</b>	<b>\$ 605.00</b>

### Remittance Advice - Please return with your payment

Payment required within Fourteen (14) Days from date of Invoice

**Invoice Due Date - 29 September 2020**

**Please forward cheques to:**

Herron Accountants  
PO Box 504  
North Lakes QLD 4509  
Ph: 07 3204 4166

**For Direct Deposit:**

BSB: 124 001  
BoQ Account No: 21374214

Credit Card: Mastercard/Visa (Please circle)

Card No:

Expires: \_\_\_\_ / \_\_\_\_

Name on Card: \_\_\_\_\_

Signature: \_\_\_\_\_

Client Code: BROO004

Invoice No: 25002

Amount Due: \$ 605.00

Amount Paid: \$ \_\_\_\_\_



# Brookes Superannuation Fund

## Tax Reconciliation Report

For the year ended 30 June 2021

Tax Return Label	Date	Account Code	Account Name	Amount \$
<b>B - Income - Gross rent and other leasing and hiring income</b>				
	01/12/2020	28000/48fin	48 Finnie Road, Deagon QLD, Australia	971.36
	09/12/2020	28000/48fin	48 Finnie Road, Deagon QLD, Australia	485.68
	31/12/2020	28000/48fin	48 Finnie Road, Deagon QLD, Australia	1,457.04
	01/02/2021	28000/48fin	48 Finnie Road, Deagon QLD, Australia	2,428.40
	01/03/2021	28000/48fin	48 Finnie Road, Deagon QLD, Australia	1,942.72
	17/03/2021	28000/48fin	48 Finnie Road, Deagon QLD, Australia	971.36
	31/03/2021	28000/48fin	48 Finnie Road, Deagon QLD, Australia	971.36
	30/04/2021	28000/48fin	48 Finnie Road, Deagon QLD, Australia	2,428.40
	31/05/2021	28000/48fin	48 Finnie Road, Deagon QLD, Australia	1,942.72
	30/06/2021	28000/48fin	48 Finnie Road, Deagon QLD, Australia	1,942.72
	30/06/2021	28000/48fin	48 Finnie Road, Deagon QLD, Australia	1,098.24
	30/06/2021	28000/48fin	48 Finnie Road, Deagon QLD, Australia	520.00
<b>Sub-Total</b>				<b>17,160.00</b>
<b>Ignore Cents</b>				<b>0.00</b>
<b>Total</b>				<b>17,160.00</b>
<b>C - Income - Gross interest</b>				
	30/09/2020	25000/NAB543358498	NAB 543358498	0.03
	30/10/2020	25000/NAB543358498	NAB 543358498	0.76
	30/11/2020	25000/NAB543358498	NAB 543358498	3.45
	31/12/2020	25000/NAB543358498	NAB 543358498	2.28
	29/01/2021	25000/NAB543358498	NAB 543358498	2.13
	26/02/2021	25000/NAB543358498	NAB 543358498	2.07
	31/03/2021	25000/NAB543358498	NAB 543358498	2.44
	30/04/2021	25000/NAB543358498	NAB 543358498	2.13
	31/05/2021	25000/NAB543358498	NAB 543358498	2.19
	30/06/2021	25000/NAB543358498	NAB 543358498	2.11
<b>Sub-Total</b>				<b>19.59</b>
<b>Ignore Cents</b>				<b>0.59</b>
<b>Total</b>				<b>19.00</b>
<b>R1 - Assessable employer contributions</b>				
	16/09/2020	24200/BROALL00002A	(Contributions) Brookes, Allan - Accumulation (Accumulation)	1,765.12
	16/10/2020	24200/BROALL00002A	(Contributions) Brookes, Allan - Accumulation (Accumulation)	1,425.00
	04/11/2020	24200/BROALL00002A	(Contributions) Brookes, Allan - Accumulation (Accumulation)	1,000.00
	24/12/2020	24200/BROALL00002A	(Contributions) Brookes, Allan - Accumulation (Accumulation)	1,425.00
	11/01/2021	24200/BROALL00002A	(Contributions) Brookes, Allan - Accumulation (Accumulation)	1,425.00

# Brookes Superannuation Fund

## Tax Reconciliation Report

For the year ended 30 June 2021

Tax Return Label	Date	Account Code	Account Name	Amount \$
<b>R1 - Assessable employer contributions</b>				
	30/06/2021	24200/BROALL00002A	(Contributions) Brookes, Allan - Accumulation (Accumulation)	1,069.93
	30/06/2021	24200/BROALL00002A	(Contributions) Brookes, Allan - Accumulation (Accumulation)	3,234.00
	30/06/2021	24200/BROALL00002A	(Contributions) Brookes, Allan - Accumulation (Accumulation)	605.00
	30/06/2021	24200/BROALL00002A	(Contributions) Brookes, Allan - Accumulation (Accumulation)	500.00
<b>Sub-Total</b>				<b>12,449.05</b>
<b>Ignore Cents</b>				<b>0.05</b>
<b>Total</b>				<b>12,449.00</b>
<b>R - Assessable contributions (R1 plus R2 plus R3 less R6)</b>				
Assessable employer contributions				12,449.05
<b>Sub-Total</b>				<b>12,449.05</b>
<b>Ignore Cents</b>				<b>0.05</b>
<b>Total</b>				<b>12,449.00</b>
<b>W - GROSS INCOME (Sum of labels A to U)</b>				
				29,628.00
<b>Sub-Total</b>				<b>29,628.00</b>
<b>Ignore Cents</b>				<b>0.00</b>
<b>Total</b>				<b>29,628.00</b>
<b>V - TOTAL ASSESSABLE INCOME (W less Y)</b>				
				29,628.00
<b>Sub-Total</b>				<b>29,628.00</b>
<b>Ignore Cents</b>				<b>0.00</b>
<b>Total</b>				<b>29,628.00</b>
<b>A1 - Expenses - Interest expenses within Australia</b>				
	30/06/2021	37820/48fin	48 Finnie Road, Deagon QLD, Australia	11,335.11
<b>Sub-Total</b>				<b>11,335.11</b>
<b>Ignore Cents</b>				<b>0.11</b>
<b>Total</b>				<b>11,335.00</b>
<b>D1 - Expenses - Capital works expenditure</b>				
Tax Adjustment - Capital Works Expenditure (D1)		48fin	48 Finnie Road, Deagon QLD, Australia	57.00
<b>Sub-Total</b>				<b>57.00</b>
<b>Ignore Cents</b>				<b>0.00</b>
<b>Total</b>				<b>57.00</b>
<b>E1 - Expenses - Decline in value of depreciating assets</b>				
	30/06/2021	33400/FixtureFittings	Air Conditioner - 48 Finnie Rd	166.09
<b>Sub-Total</b>				<b>166.09</b>
<b>Ignore Cents</b>				<b>0.09</b>
<b>Total</b>				<b>166.00</b>

# Brookes Superannuation Fund

## Tax Reconciliation Report

For the year ended 30 June 2021

Tax Return Label	Date	Account Code	Account Name	Amount \$
<b>I1 - Expenses - Investment expenses</b>				
	04/11/2020	32800	Borrowing Expenses	390.24
	04/11/2020	41960/48fin	48 Finnie Road, Deagon QLD, Australia	191.35
	24/12/2020	41960/48fin	48 Finnie Road, Deagon QLD, Australia	264.65
	08/02/2021	41960/48fin	48 Finnie Road, Deagon QLD, Australia	496.25
	15/04/2021	41960/48fin	48 Finnie Road, Deagon QLD, Australia	540.40
	04/12/2020	41980/48fin	48 Finnie Road, Deagon QLD, Australia	417.04
	30/06/2021	41980/48fin	48 Finnie Road, Deagon QLD, Australia	1,069.93
	20/11/2020	42060/48fin	48 Finnie Road, Deagon QLD, Australia	346.50
	30/11/2020	42060/48fin	48 Finnie Road, Deagon QLD, Australia	440.00
	22/12/2020	42060/48fin	48 Finnie Road, Deagon QLD, Australia	265.15
	31/03/2021	42060/48fin	48 Finnie Road, Deagon QLD, Australia	284.24
	31/03/2021	42060/48fin	48 Finnie Road, Deagon QLD, Australia	396.00
	31/03/2021	42060/48fin	48 Finnie Road, Deagon QLD, Australia	237.90
	20/04/2021	42060/48fin	48 Finnie Road, Deagon QLD, Australia	500.00
	30/06/2021	42070/48fin	48 Finnie Road, Deagon QLD, Australia	1,098.24
	04/11/2020	42150/48fin	48 Finnie Road, Deagon QLD, Australia	(148.64)
	04/11/2020	42150/48fin	48 Finnie Road, Deagon QLD, Australia	119.63
	05/01/2021	42150/48fin	48 Finnie Road, Deagon QLD, Australia	354.69
	31/03/2021	42150/48fin	48 Finnie Road, Deagon QLD, Australia	180.73
	24/06/2021	42150/48fin	48 Finnie Road, Deagon QLD, Australia	350.25
<b>Sub-Total</b>				<b>7,794.55</b>
<b>Ignore Cents</b>				<b>0.55</b>
<b>Total</b>				<b>7,794.00</b>
<b>J1 - Expenses - Management and administration expenses</b>				
	04/11/2020	31500	Bank Charges	(10.00)
	04/11/2020	31500	Bank Charges	46.00
	30/06/2021	30100	Accountancy Fees	605.00
	30/06/2021	31500	Bank Charges	210.00
<b>Sub-Total</b>				<b>851.00</b>
<b>Ignore Cents</b>				<b>0.00</b>
<b>Total</b>				<b>851.00</b>
<b>L1 - Expenses - Other amounts (Fully deductible)</b>				
	30/06/2021	32900	Formation Expenses	3,234.00
Tax Adjustment - Other Amounts (L1)				(3,234.00)

# Brookes Superannuation Fund

## Tax Reconciliation Report

For the year ended 30 June 2021

Tax Return Label	Date	Account Code	Account Name	Amount \$
<b>L1 - Expenses - Other amounts (Fully deductible)</b>				
Sub-Total				0.00
Ignore Cents				0.00
Total				0.00
<b>N - TOTAL DEDUCTIONS</b>				
				20,203.00
Sub-Total				20,203.00
Ignore Cents				0.00
Total				20,203.00
<b>O - TAXABLE INCOME OR LOSS</b>				
				9,425.00
Sub-Total				9,425.00
Ignore Cents				0.00
Total				9,425.00
<b>Z - TOTAL SMSF EXPENSES</b>				
				20,203.00
Sub-Total				20,203.00
Ignore Cents				0.00
Total				20,203.00
<b>A - Taxable income</b>				
				9,425.00
Sub-Total				9,425.00
Ignore Cents				0.00
Total				9,425.00
<b>T1 - Tax on taxable income</b>				
				1,413.75
Sub-Total				1,413.75
Ignore Cents				0.00
Total				1,413.75
<b>B - Gross Tax</b>				
				1,413.75
Sub-Total				1,413.75
Ignore Cents				0.00
Total				1,413.75
<b>T2 - SUBTOTAL</b>				
				1,413.75
Sub-Total				1,413.75
Ignore Cents				0.00
Total				1,413.75
<b>T3 - SUBTOTAL 2</b>				

**Brookes Superannuation Fund**  
**Tax Reconciliation Report**

For the year ended 30 June 2021

<b>Tax Return Label</b>	<b>Date</b>	<b>Account Code</b>	<b>Account Name</b>	<b>Amount</b> <b>\$</b>
<b>T3 - SUBTOTAL 2</b>				
				1,413.75
<b>Sub-Total</b>				<b>1,413.75</b>
<b>Ignore Cents</b>				<b>0.00</b>
<b>Total</b>				<b>1,413.75</b>
<b>T5 - TAX PAYABLE</b>				
				1,413.75
<b>Sub-Total</b>				<b>1,413.75</b>
<b>Ignore Cents</b>				<b>0.00</b>
<b>Total</b>				<b>1,413.75</b>
<b>L - Supervisory levy</b>				
				259.00
<b>Sub-Total</b>				<b>259.00</b>
<b>Ignore Cents</b>				<b>0.00</b>
<b>Total</b>				<b>259.00</b>
<b>N - Supervisory levy adjustment for new funds</b>				
				259.00
<b>Sub-Total</b>				<b>259.00</b>
<b>Ignore Cents</b>				<b>0.00</b>
<b>Total</b>				<b>259.00</b>
<b>S - AMOUNT DUE OR REFUNDABLE</b>				
				1,931.75
<b>Sub-Total</b>				<b>1,931.75</b>
<b>Ignore Cents</b>				<b>0.00</b>
<b>Total</b>				<b>1,931.75</b>

**Brookes Superannuation Fund**  
**Deferred Tax Reconciliation**

For The Period 13 August 2020 - 30 June 2021

Investment Code	Investment Name	Revaluation/Tax Deferred	Permanent Difference (Non-Assessable)	Temporary Difference (Assessable)	Temporary Difference (Accumulation Portion)
<b>Revaluations</b>					
FixtureFittings	72650/FixtureFittings - Air Conditioner - 48 Finnie Rd	(166.09)	(55.36)	(110.73)	(110.73)
		(166.09)	(55.36)	(110.73)	(110.73)
<b>Tax Deferred Distributions</b>					
48fin	48 Finnie Road, Deagon QLD, Australia	57.00	0.00	57.00	57.00
		57.00	0.00	57.00	57.00
<b>Total</b>		(109.09)	(55.36)	(53.73)	(53.73)
<b>Deferred Tax Liability (Asset) Summary</b>					
<b>Opening Balance</b>		0.00			
Current Year Transactions		(8.06)			
Total Capital Losses		0.00			
Total Tax Losses		0.00			
Deferred Tax WriteBacks/Adjustment		0.00			
Capital Loss carried forward recouped		0.00			
Tax Loss carried forward recouped		0.00			
<b>Closing Balance</b>		(8.06)			

**Brookes Superannuation Fund**  
**Statement of Taxable Income**

For the year ended 30 June 2021

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	<b>2021</b>
	<b>\$</b>
Benefits accrued as a result of operations	248,900.62
<b>Less</b>	
Non Taxable Transfer In	242,652.73
Tax Adjustment - Capital Works Expenditure (D1)	57.00
Tax Adjustment - Other Expenses (L1)	(3,234.00)
	<hr/> 239,475.73
 SMSF Annual Return Rounding	 0.11
<b>Taxable Income or Loss</b>	<hr/> 9,425.00
Income Tax on Taxable Income or Loss	1,413.75
 <b>CURRENT TAX OR REFUND</b>	<hr/> 1,413.75
Supervisory Levy	259.00
Supervisory Levy Adjustment for New Funds	259.00
<b>AMOUNT DUE OR REFUNDABLE</b>	<hr/> 1,931.75

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# Brookes Superannuation Fund

## General Ledger

As at 30 June 2021

Transaction Date	Description	Units	Debit	Credit	Balance \$
<b>Contributions (24200)</b>					
<u>(Contributions) Brookes, Allan - Accumulation (BROALL00002A)</u>					
16/09/2020	INTERNET TRANSFER ONLINE C3328414161 march june super FINNIE RD PR			1,765.12	1,765.12 CR
16/10/2020	INTERNET TRANSFER ONLINE B1292467738 SMSF FINNIE RD PR			1,425.00	3,190.12 CR
04/11/2020	Purchase of 49 Finnie Rd, Deagon			1,000.00	4,190.12 CR
24/12/2020	INTERNET TRANSFER ONLINE D2918615237 super FINNIE RD PR			1,425.00	5,615.12 CR
11/01/2021	INTERNET TRANSFER ONLINE P7856224347 super dec 20 FINNIE RD PR			1,425.00	7,040.12 CR
30/06/2021	Building insurance paid by Finnie Rd Pty Ltd			1,069.93	8,110.05 CR
30/06/2021	Accountant fees paid by Finnie Rd Pty Ltd taken up as SG			3,234.00	11,344.05 CR
30/06/2021	Accountant fees paid by Finnie Rd taken up as SG			605.00	11,949.05 CR
30/06/2021	Payment of solicitor fees by Finnie Rd Pty Ltd - take up as SG			500.00	12,449.05 CR
				<b>12,449.05</b>	<b>12,449.05 CR</b>
<b>Interest Received (25000)</b>					
<u>NAB 543358498 (NAB543358498)</u>					
30/09/2020	Credit Interest			0.03	0.03 CR
30/10/2020	Credit Interest			0.76	0.79 CR
30/11/2020	Credit Interest			3.45	4.24 CR
31/12/2020	Credit Interest			2.28	6.52 CR
29/01/2021	Credit Interest			2.13	8.65 CR
26/02/2021	Credit Interest			2.07	10.72 CR
31/03/2021	Credit Interest			2.44	13.16 CR
30/04/2021	Credit Interest			2.13	15.29 CR
31/05/2021	Credit Interest			2.19	17.48 CR
30/06/2021	Credit Interest			2.11	19.59 CR
				<b>19.59</b>	<b>19.59 CR</b>
<b>Property Income (28000)</b>					
<u>48 Finnie Road, Deagon QLD, Australia (48fin)</u>					
01/12/2020	Belle Cashmere BELLE PROP CASHM 015925			971.36	971.36 CR
09/12/2020	Belle Cashmere BELLE PROP CASHM 015925			485.68	1,457.04 CR
31/12/2020	Belle Cashmere BELLE PROP CASHM 015925			1,457.04	2,914.08 CR
01/02/2021	Belle Cashmere BELLE PROP CASHM 015925			2,428.40	5,342.48 CR
01/03/2021	Belle Cashmere BELLE PROP CASHM 015925			1,942.72	7,285.20 CR
17/03/2021	Belle Cashmere BELLE PROP CASHM 015925			971.36	8,256.56 CR
31/03/2021	Belle Cashmere BELLE PROP CASHM 015925			971.36	9,227.92 CR
30/04/2021	Belle Cashmere BELLE PROP CASHM 015925			2,428.40	11,656.32 CR
31/05/2021	Belle Cashmere BELLE PROP CASHM 015925			1,942.72	13,599.04 CR
30/06/2021	Belle Cashmere BELLE PROP CASHM 015925			1,942.72	15,541.76 CR
30/06/2021	Take up management fees as per agent's statement			1,098.24	16,640.00 CR



# Brookes Superannuation Fund

## General Ledger

As at 30 June 2021

Transaction Date	Description	Units	Debit	Credit	Balance \$
30/06/2021	Accrue last week of rent			520.00	17,160.00 CR
				<b>17,160.00</b>	<b>17,160.00 CR</b>
<b>Transfers In (28500)</b>					
<u>(Transfers In) Brookes, Allan - Accumulation (BROALL00002A)</u>					
28/10/2020	Cheques			242,652.73	242,652.73 CR
				<b>242,652.73</b>	<b>242,652.73 CR</b>
<b>Accountancy Fees (30100)</b>					
<u>Accountancy Fees (30100)</u>					
30/06/2021	Accountant fees paid by Finnie Rd taken up as SG		605.00		605.00 DR
			<b>605.00</b>		<b>605.00 DR</b>
<b>Bank Charges (31500)</b>					
<u>Bank Charges (31500)</u>					
04/11/2020	Purchase of 49 Finnie Rd, Deagon			10.00	10.00 CR
04/11/2020	Purchase of 49 Finnie Rd, Deagon		46.00		36.00 DR
30/06/2021	Interest and bank fees on Secure Funding loan		210.00		246.00 DR
			<b>256.00</b>	<b>10.00</b>	<b>246.00 DR</b>
<b>Borrowing Expenses (32800)</b>					
<u>Borrowing Expenses (32800)</u>					
04/11/2020	Borrowing cost amortization		390.24		390.24 DR
			<b>390.24</b>		<b>390.24 DR</b>
<b>Formation Expenses (32900)</b>					
<u>Formation Expenses (32900)</u>					
30/06/2021	Accountant fees paid by Finnie Rd Pty Ltd taken up as SG		3,234.00		3,234.00 DR
			<b>3,234.00</b>		<b>3,234.00 DR</b>
<b>Depreciation (33400)</b>					
<u>Air Conditioner - 48 Finnie Rd (FixtureFittings)</u>					
30/06/2021	Depreciation for the period {2021}		166.09		166.09 DR
			<b>166.09</b>		<b>166.09 DR</b>
<b>Interest on loans (LRBA) (37820)</b>					
<u>48 Finnie Road, Deagon QLD, Australia (48fin)</u>					
30/06/2021	Interest and bank fees on Secure Funding loan		11,335.11		11,335.11 DR
			<b>11,335.11</b>		<b>11,335.11 DR</b>
<b>Property Expenses - Council Rates (41960)</b>					
<u>48 Finnie Road, Deagon QLD, Australia (48fin)</u>					
04/11/2020	Purchase of 49 Finnie Rd, Deagon		191.35		191.35 DR
24/12/2020	INTERNET BILL PAYMNT INTERNET BPAY BCC RATES 500000001749356		264.65		456.00 DR
08/02/2021	INTERNET BILL PAYMNT INTERNET BPAY BCC RATES 500000001749356		496.25		952.25 DR
15/04/2021	INTERNET BILL PAYMNT INTERNET BPAY BCC RATES & DONATION580000001749356		540.40		1,492.65 DR
			<b>1,492.65</b>		<b>1,492.65 DR</b>
<b>Property Expenses - Insurance Premium (41980)</b>					

# Brookes Superannuation Fund

## General Ledger

As at 30 June 2021

Transaction Date	Description	Units	Debit	Credit	Balance \$
<u>48 Finnie Road, Deagon QLD, Australia (48fin)</u>					
04/12/2020	Land load insurance paid by Allan.		417.04		417.04 DR
30/06/2021	Building insurance paid by Finnie Rd Pty Ltd		1,069.93		1,486.97 DR
			<b>1,486.97</b>		<b>1,486.97 DR</b>
<b>Property Expenses - Repairs Maintenance (42060)</b>					
<u>48 Finnie Road, Deagon QLD, Australia (48fin)</u>					
20/11/2020	INTERNET TRANSFER INTERNET TRANSFER dingo force		346.50		346.50 DR
30/11/2020	INTERNET TRANSFER INTERNET TRANSFER INVX2010 [INTERNET TRANSFER INTERNET TRANSFER INVX2010 - Tree removal]		440.00		786.50 DR
22/12/2020	INTERNET TRANSFER INTERNET TRANSFER Air con 28 Finnie [Electric repair]		265.15		1,051.65 DR
31/03/2021	INTERNET TRANSFER INTERNET TRANSFER roof leak		284.24		1,335.89 DR
31/03/2021	INTERNET TRANSFER INTERNET TRANSFER Doors 48 finnie		396.00		1,731.89 DR
31/03/2021	INTERNET TRANSFER INTERNET TRANSFER 48 FINNIE [INTERNET TRANSFER INTERNET TRANSFER 48 FINNIE - electric repair]		237.90		1,969.79 DR
20/04/2021	INTERNET TRANSFER INTERNET TRANSFER AIR CON 28 FINNIE [INTERNET TRANSFER INTERNET TRANSFER AIR CON 28 FINNIE - AirCon services]		500.00		2,469.79 DR
			<b>2,469.79</b>		<b>2,469.79 DR</b>
<b>Property Expenses - Agent Fees (42070)</b>					
<u>48 Finnie Road, Deagon QLD, Australia (48fin)</u>					
30/06/2021	Take up management fees as per agent's statement		1,098.24		1,098.24 DR
			<b>1,098.24</b>		<b>1,098.24 DR</b>
<b>Property Expenses - Water Rates (42150)</b>					
<u>48 Finnie Road, Deagon QLD, Australia (48fin)</u>					
04/11/2020	Purchase of 49 Finnie Rd, Deagon			148.64	148.64 CR
04/11/2020	Purchase of 49 Finnie Rd, Deagon		119.63		29.01 CR
05/01/2021	INTERNET BILL PAYMNT INTERNET BPAY URBAN UTILITIES 101098847700004		354.69		325.68 DR
31/03/2021	INTERNET BILL PAYMNT INTERNET BPAY URBAN UTILITIES 101098847700004		180.73		506.41 DR
24/06/2021	INTERNET BILL PAYMNT INTERNET BPAY URBAN UTILITIES 101098847700004		350.25		856.66 DR
			<b>1,005.30</b>	<b>148.64</b>	<b>856.66 DR</b>
<b>Income Tax Expense (48500)</b>					
<u>Income Tax Expense (48500)</u>					
30/06/2021	Create Entries - PDIT Entry - 30/06/2021			8.06	8.06 CR
30/06/2021	Create Entries - Income Tax Expense - 30/06/2021		1,413.75		1,405.69 DR
			<b>1,413.75</b>	<b>8.06</b>	<b>1,405.69 DR</b>
<b>Profit/Loss Allocation Account (49000)</b>					
<u>Profit/Loss Allocation Account (49000)</u>					
16/09/2020	System Member Journals		1,500.35		1,500.35 DR
16/10/2020	System Member Journals		1,211.25		2,711.60 DR

# Brookes Superannuation Fund

## General Ledger

As at 30 June 2021

Transaction Date	Description	Units	Debit	Credit	Balance \$
28/10/2020	System Member Journals		242,652.73		245,364.33 DR
04/11/2020	System Member Journals		850.00		246,214.33 DR
24/12/2020	System Member Journals		1,211.25		247,425.58 DR
11/01/2021	System Member Journals		1,211.25		248,636.83 DR
30/06/2021	System Member Journals		909.44		249,546.27 DR
30/06/2021	System Member Journals		514.25		250,060.52 DR
30/06/2021	System Member Journals		425.00		250,485.52 DR
30/06/2021	System Member Journals		2,748.90		253,234.42 DR
30/06/2021	Create Entries - Profit/Loss Allocation - 30/06/2021			6,201.16	247,033.26 DR
30/06/2021	Create Entries - Income Tax Expense Allocation - 30/06/2021		461.67		247,494.93 DR
			<b>253,696.09</b>	<b>6,201.16</b>	<b>247,494.93 DR</b>

### Contributions (52420)

(Contributions) Brookes, Allan - Accumulation (BROALL00002A)

16/09/2020	System Member Journals			1,765.12	1,765.12 CR
16/10/2020	System Member Journals			1,425.00	3,190.12 CR
04/11/2020	System Member Journals			1,000.00	4,190.12 CR
24/12/2020	System Member Journals			1,425.00	5,615.12 CR
11/01/2021	System Member Journals			1,425.00	7,040.12 CR
30/06/2021	System Member Journals			1,069.93	8,110.05 CR
30/06/2021	System Member Journals			605.00	8,715.05 CR
30/06/2021	System Member Journals			500.00	9,215.05 CR
30/06/2021	System Member Journals			3,234.00	12,449.05 CR
				<b>12,449.05</b>	<b>12,449.05 CR</b>

### Transfers In (52850)

(Transfers In) Brookes, Allan - Accumulation (BROALL00002A)

28/10/2020	System Member Journals			242,652.73	242,652.73 CR
				<b>242,652.73</b>	<b>242,652.73 CR</b>

### Share of Profit/(Loss) (53100)

(Share of Profit/(Loss)) Brookes, Allan - Accumulation (BROALL00002A)

30/06/2021	Create Entries - Profit/Loss Allocation - 30/06/2021		6,201.16		6,201.16 DR
			<b>6,201.16</b>		<b>6,201.16 DR</b>

### Income Tax (53330)

(Income Tax) Brookes, Allan - Accumulation (BROALL00002A)

28/10/2020	System Member Journals				0.00 DR
30/06/2021	Create Entries - Income Tax Expense Allocation - 30/06/2021			461.67	461.67 CR
			<b>0.00</b>	<b>461.67</b>	<b>461.67 CR</b>

### Contributions Tax (53800)

(Contributions Tax) Brookes, Allan - Accumulation (BROALL00002A)

16/09/2020	System Member Journals		264.77		264.77 DR
16/10/2020	System Member Journals		213.75		478.52 DR
04/11/2020	System Member Journals		150.00		628.52 DR
24/12/2020	System Member Journals		213.75		842.27 DR
11/01/2021	System Member Journals		213.75		1,056.02 DR
30/06/2021	System Member Journals		160.49		1,216.51 DR

# Brookes Superannuation Fund

## General Ledger

As at 30 June 2021

Transaction Date	Description	Units	Debit	Credit	Balance \$
30/06/2021	System Member Journals		90.75		1,307.26 DR
30/06/2021	System Member Journals		75.00		1,382.26 DR
30/06/2021	System Member Journals		485.10		1,867.36 DR
			<b>1,867.36</b>		<b>1,867.36 DR</b>

### Bank Accounts (60400)

NAB 543358498 (NAB543358498)

16/09/2020	INTERNET TRANSFER ONLINE C3328414161 march june super FINNIE RD PR		1,765.12		1,765.12 DR
30/09/2020	Credit Interest		0.03		1,765.15 DR
16/10/2020	INTERNET TRANSFER ONLINE B1292467738 SMSF FINNIE RD PR		1,425.00		3,190.15 DR
28/10/2020	Cheques		242,652.73		245,842.88 DR
30/10/2020	Credit Interest		0.76		245,843.64 DR
03/11/2020	Miscellaneous debits			186,000.00	59,843.64 DR
09/11/2020	INTERNET TRANSFER INTERNET TRANSFER Q2500073978 - new fence			3,630.94	56,212.70 DR
20/11/2020	INTERNET TRANSFER INTERNET TRANSFER dingo force			346.50	55,866.20 DR
30/11/2020	Credit Interest		3.45		55,869.65 DR
30/11/2020	INTERNET TRANSFER INTERNET TRANSFER 48 Finnie			858.00	55,011.65 DR
30/11/2020	INTERNET TRANSFER INTERNET TRANSFER INVX2010 [INTERNET TRANSFER INTERNET TRANSFER INVX2010 - Tree removal]			440.00	54,571.65 DR
01/12/2020	Belle Cashmere BELLE PROP CASHM 015925		971.36		55,543.01 DR
04/12/2020	3409088 SECURE FUNDING P 400984			2,120.36	53,422.65 DR
09/12/2020	Belle Cashmere BELLE PROP CASHM 015925		485.68		53,908.33 DR
22/12/2020	INTERNET TRANSFER INTERNET TRANSFER Air con 28 Finnie [Electric repair]			1,665.15	52,243.18 DR
24/12/2020	INTERNET TRANSFER ONLINE D2918615237 super FINNIE RD PR		1,425.00		53,668.18 DR
24/12/2020	INTERNET BILL PAYMNT INTERNET BPAY BCC RATES 500000001749356			264.65	53,403.53 DR
31/12/2020	Credit Interest		2.28		53,405.81 DR
31/12/2020	Belle Cashmere BELLE PROP CASHM 015925		1,457.04		54,862.85 DR
04/01/2021	3409088 SECURE FUNDING P 400984			2,120.36	52,742.49 DR
05/01/2021	INTERNET BILL PAYMNT INTERNET BPAY URBAN UTILITIES 101098847700004			354.69	52,387.80 DR
11/01/2021	INTERNET TRANSFER ONLINE P7856224347 super dec 20 FINNIE RD PR		1,425.00		53,812.80 DR
29/01/2021	Credit Interest		2.13		53,814.93 DR
01/02/2021	Belle Cashmere BELLE PROP CASHM 015925		2,428.40		56,243.33 DR
04/02/2021	3409088 SECURE FUNDING P 400984			2,120.36	54,122.97 DR
08/02/2021	INTERNET BILL PAYMNT INTERNET BPAY BCC RATES 500000001749356			496.25	53,626.72 DR
26/02/2021	Credit Interest		2.07		53,628.79 DR
01/03/2021	Belle Cashmere BELLE PROP CASHM 015925		1,942.72		55,571.51 DR
04/03/2021	3409088 SECURE FUNDING P 400984			2,120.36	53,451.15 DR
17/03/2021	Belle Cashmere BELLE PROP CASHM 015925		971.36		54,422.51 DR
31/03/2021	Credit Interest		2.44		54,424.95 DR

# Brookes Superannuation Fund

## General Ledger

As at 30 June 2021

Transaction Date	Description	Units	Debit	Credit	Balance \$
31/03/2021	Belle Cashmere BELLE PROP CASHM 015925		971.36		55,396.31 DR
31/03/2021	INTERNET TRANSFER INTERNET TRANSFER Doors 48 finnie			396.00	55,000.31 DR
31/03/2021	INTERNET TRANSFER INTERNET TRANSFER roof leak			284.24	54,716.07 DR
31/03/2021	INTERNET TRANSFER INTERNET TRANSFER 48 FINNIE [INTERNET TRANSFER INTERNET TRANSFER 48 FINNIE - electric repair]			237.90	54,478.17 DR
31/03/2021	INTERNET BILL PAYMNT INTERNET BPAY URBAN UTILITIES 101098847700004			180.73	54,297.44 DR
01/04/2021	3409088 SECURE FUNDING P 400984			2,120.36	52,177.08 DR
15/04/2021	INTERNET BILL PAYMNT INTERNET BPAY BCC RATES & DONATION580000001749356			540.40	51,636.68 DR
20/04/2021	INTERNET TRANSFER INTERNET TRANSFER AIR CON 28 FINNIE [INTERNET TRANSFER INTERNET TRANSFER AIR CON 28 FINNIE - AirCon services]			500.00	51,136.68 DR
30/04/2021	Credit Interest		2.13		51,138.81 DR
30/04/2021	Belle Cashmere BELLE PROP CASHM 015925		2,428.40		53,567.21 DR
04/05/2021	3409088 SECURE FUNDING P 400984			2,120.36	51,446.85 DR
31/05/2021	Credit Interest		2.19		51,449.04 DR
31/05/2021	Belle Cashmere BELLE PROP CASHM 015925		1,942.72		53,391.76 DR
04/06/2021	3409088 SECURE FUNDING P 400984			2,120.36	51,271.40 DR
24/06/2021	INTERNET BILL PAYMNT INTERNET BPAY URBAN UTILITIES 101098847700004			350.25	50,921.15 DR
30/06/2021	Credit Interest		2.11		50,923.26 DR
30/06/2021	Belle Cashmere BELLE PROP CASHM 015925		1,942.72		52,865.98 DR
			<b>264,254.20</b>	<b>211,388.22</b>	<b>52,865.98 DR</b>
<b><u>Borrowing Cost (66000)</u></b>					
<u>Borrowing Cost (66000)</u>					
04/11/2020	Purchase of 49 Finnie Rd, Deagon			195.00	195.00 CR
04/11/2020	Purchase of 49 Finnie Rd, Deagon		2,679.90		2,484.90 DR
04/11/2020	Purchase of 49 Finnie Rd, Deagon		495.00		2,979.90 DR
04/11/2020	Borrowing cost amortization			390.24	2,589.66 DR
			<b>3,174.90</b>	<b>585.24</b>	<b>2,589.66 DR</b>
<b><u>Sundry Debtors (68000)</u></b>					
<u>Sundry Debtors (68000)</u>					
04/11/2020	Transfer cash left over with Allan to sundry debtors after \$186K withdrawal to purchase 48 Finnie Rd		246.39		246.39 DR
13/11/2020	Payment to loan account by Allan			636.39	390.00 CR
30/11/2020	INTERNET TRANSFER INTERNET TRANSFER 48 Finnie		858.00		468.00 DR
04/12/2020	Land load insurance paid by Allan.			417.04	50.96 DR
30/06/2021	Accrue last week of rent		520.00		570.96 DR
			<b>1,624.39</b>	<b>1,053.43</b>	<b>570.96 DR</b>
<b><u>Fixtures and Fittings (at written down value) - Unitised (72650)</u></b>					
<u>Air Conditioner - 48 Finnie Rd (FixtureFittings)</u>					
22/12/2020	INTERNET TRANSFER INTERNET TRANSFER Air con 28 Finnie [Electric repair]	1.00	1,400.00		1,400.00 DR

# Brookes Superannuation Fund

## General Ledger

As at 30 June 2021

Transaction Date	Description	Units	Debit	Credit	Balance \$
30/06/2021	Depreciation for the period {2021}			166.09	1,233.91 DR
		<b>1.00</b>	<b>1,400.00</b>	<b>166.09</b>	<b>1,233.91 DR</b>
<b>Real Estate Properties (Australian - Residential) (77200)</b>					
<u>48 Finnie Road, Deagon QLD, Australia (48fin)</u>					
04/11/2020	Purchase of 49 Finnie Rd, Deagon	1.00	550,000.00		550,000.00 DR
04/11/2020	Purchase of 49 Finnie Rd, Deagon	0.00	17,810.37		567,810.37 DR
09/11/2020	INTERNET TRANSFER INTERNET TRANSFER Q2500073978 - new fence	0.00	3,630.94		571,441.31 DR
30/06/2021	Payment of solicitor fees by Finnie Rd Pty Ltd - take up as SG	0.00	500.00		571,941.31 DR
30/06/2021	Payment of solicitor fees by Allen	0.00	765.00		572,706.31 DR
30/06/2021	Create Entries - Capital Works Expenditure Adjustment - 30/06/2021				572,706.31 DR
		<b>1.00</b>	<b>572,706.31</b>		<b>572,706.31 DR</b>
<b>Income Tax Payable/Refundable (85000)</b>					
<u>Income Tax Payable/Refundable (85000)</u>					
30/06/2021	Create Entries - Income Tax Expense - 30/06/2021			1,413.75	1,413.75 CR
				<b>1,413.75</b>	<b>1,413.75 CR</b>
<b>Limited Recourse Borrowing Arrangements (85500)</b>					
<u>48 Finnie Road, Deagon QLD, Australia (48fin)</u>					
04/11/2020	Purchase of 49 Finnie Rd, Deagon			385,000.00	385,000.00 CR
13/11/2020	Payment to loan account by Allan		636.39		384,363.61 CR
04/12/2020	3409088 SECURE FUNDING P 400984		2,120.36		382,243.25 CR
04/01/2021	3409088 SECURE FUNDING P 400984		2,120.36		380,122.89 CR
04/02/2021	3409088 SECURE FUNDING P 400984		2,120.36		378,002.53 CR
04/03/2021	3409088 SECURE FUNDING P 400984		2,120.36		375,882.17 CR
01/04/2021	3409088 SECURE FUNDING P 400984		2,120.36		373,761.81 CR
04/05/2021	3409088 SECURE FUNDING P 400984		2,120.36		371,641.45 CR
04/06/2021	3409088 SECURE FUNDING P 400984		2,120.36		369,521.09 CR
30/06/2021	Interest and bank fees on Secure Funding loan			11,335.11	380,856.20 CR
30/06/2021	Interest and bank fees on Secure Funding loan			210.00	381,066.20 CR
			<b>15,478.91</b>	<b>396,545.11</b>	<b>381,066.20 CR</b>
<b>Deferred Tax Liability/Asset (89000)</b>					
<u>Deferred Tax Liability/Asset (89000)</u>					
30/06/2021	Create Entries - PDIT Entry - 30/06/2021		8.06		8.06 DR
			<b>8.06</b>		<b>8.06 DR</b>
<b>Manual Suspense Account (99900)</b>					
<u>Manual Suspense Account (99900)</u>					
03/11/2020	Miscellaneous debits		186,000.00		186,000.00 DR
04/11/2020	Purchase of 49 Finnie Rd, Deagon			17,810.37	168,189.63 DR
04/11/2020	Purchase of 49 Finnie Rd, Deagon			46.00	168,143.63 DR
04/11/2020	Purchase of 49 Finnie Rd, Deagon			495.00	167,648.63 DR
04/11/2020	Purchase of 49 Finnie Rd, Deagon			166,637.24	1,011.39 DR
04/11/2020	Transfer cash left over with Allan to sundry debtors after \$186K withdrawal to purchase 48 Finnie Rd			246.39	765.00 DR
30/06/2021	Payment of solicitor fees by Allen			765.00	0.00 DR

**Brookes Superannuation Fund**

**General Ledger**

As at 30 June 2021

Transaction Date	Description	Units	Debit	Credit	Balance \$
			186,000.00	186,000.00	0.00 DR

Total Debits: 1,331,364.52

Total Credits: 1,331,364.52

# Brookes Superannuation Fund

## Create Entries Report

For the period 13 August 2020 to 30 June 2021

### Create Entries Financial Year Summary 13 August 2020 - 30 June 2021

	<b>Amount</b>
<b>Total Profit</b>	
Income	272,281.37
Less Expense	23,380.75
<b>Total Profit</b>	<b>248,900.62</b>
<b>Tax Summary</b>	
	<b>Amount</b>
Fund Tax Rate	15.00 %
Total Profit	248,900.62
Less Permanent Differences	0.00
Less Timing Differences	0.00
Less Exempt Pension Income	0.00
Less Other Non Taxable Income	242,652.73
Less LIC Deductions	0.00
Add SMSF Non Deductible Expenses	0.00
Add Other Non Deductible Expenses	0.00
Add Total Franking/Foreign/TFN/FRW Credits	0.00
Less Realised Accounting Capital Gains	0.00
Less Tax Adjustment - Capital Works Expenditure (D1)	57.00
Less Tax Adjustment - Other Expenses (L1)	(3,234.00)
Less Tax Losses Deducted	0.00
Add SMSF Annual Return Rounding	0.11
<b>Taxable Income</b>	<b>9,425.00</b>
<b>Income Tax on Taxable Income or Loss</b>	<b>1,413.75</b>
<b>Profit/(Loss) Available for Allocation</b>	
	<b>Amount</b>
Total Available Profit	(6,201.16)
Franking Credits	0.00
TFN Credits	0.00
Foreign Credits	0.00
FRW Credits	0.00
<b>Total</b>	<b>(6,201.16)</b>
<b>Income Tax Expense Available for Allocation</b>	
	<b>Amount</b>
Income Tax on Taxable Income or Loss	1,413.75
Deferred Tax	(8.06)
Member Specific Income Tax	(1,867.36)
<b>Total Income Tax Expense Allocation</b>	<b>(461.67)</b>



## Final Segment 1 from 13 August 2020 to 30 June 2021

### Pool Name Unsegregated Pool

Total Profit	Amount
Income	272,281.37
Less Expense	23,380.75
<b>Total Profit</b>	<b>248,900.62</b>

Create Entries Summary	Amount
Fund Tax Rate	15.00 %
Total Profit	248,900.62
Less Permanent Differences	0.00
Less Timing Differences	0.00
Less Exempt Pension Income	0.00
Less Other Non Taxable Income	242,652.73
Add SMSF Non Deductible Expenses	0.00
Add Other Non Deductible Expenses	0.00
Add Total Franking/Foreign/TFN/FRW Credits	0.00
Less Realised Accounting Capital Gains	0.00
Less Tax Losses Deducted	0.00
Add Taxable Income Adjustment	3,177.11
<b>Taxable Income</b>	<b>9,425.00</b>
<b>Income Tax on Taxable Income or Loss</b>	<b>1,413.75</b>

Member Weighted Balance Summary	Weighting%	Amount
Allan Brookes(BROALL00002A)	100.00	189,692.45
Carolyn Brookes(BROCAR00002A)	0.00	0.00

Profit/(Loss) Available for Allocation	Amount
Total Available Profit	(6,201.16)
Franking Credits	0.00
TFN Credits	0.00
FRW Credits	0.00
<b>Total</b>	<b>(6,201.16)</b>

Allocation to Members	Weighting%	Amount
Allan Brookes(BROALL00002A)	100.00	(6,201.16)
Carolyn Brookes(BROCAR00002A)	0.00	0.00

Accumulation Weighted Balance Summary	Weighting%	Amount
Allan Brookes(BROALL00002A)	100.00	189,692.45
Carolyn Brookes(BROCAR00002A)	0.00	0.00

Income Tax Expense Available for Allocation	Amount
Income Tax on Taxable Income or Loss	1,413.75
Deferred Tax	(8.06)
Member Specific Income Tax	(1,867.36)
<b>Total Income Tax Expense Allocation</b>	<b>(461.67)</b>

Allocation to Members	Weighting%	Amount
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Allocation to Members	Weighting%	Amount
Allan Brookes(BROALL00002A)	100.00	(461.67)
Carolyn Brookes(BROCAR00002A)	0.00	0.00

#### Calculation of daily member weighted balances

##### Allan Brookes (BROALL00002A)

###### Member Balance

13/08/2020	50010	Opening Balance	0.00	0.00
16/09/2020	52420	Contributions	1,765.12	1,578.74
16/09/2020	53800	Contributions Tax	(264.77)	(236.81)
16/10/2020	52420	Contributions	1,425.00	1,141.77
16/10/2020	53800	Contributions Tax	(213.75)	(171.27)
28/10/2020	52850	Transfers In	242,652.73	185,380.66
04/11/2020	52420	Contributions	1,000.00	742.24
04/11/2020	53800	Contributions Tax	(150.00)	(111.34)
24/12/2020	52420	Contributions	1,425.00	836.41
24/12/2020	53800	Contributions Tax	(213.75)	(125.46)
11/01/2021	52420	Contributions	1,425.00	756.75
11/01/2021	53800	Contributions Tax	(213.75)	(113.51)
30/06/2021	52420	Contributions	1,069.93	3.32
30/06/2021	52420	Contributions	605.00	1.88
30/06/2021	52420	Contributions	500.00	1.55
30/06/2021	52420	Contributions	3,234.00	10.04
30/06/2021	53800	Contributions Tax	(160.49)	(0.50)
30/06/2021	53800	Contributions Tax	(90.75)	(0.28)
30/06/2021	53800	Contributions Tax	(75.00)	(0.23)
30/06/2021	53800	Contributions Tax	(485.10)	(1.51)
<b>Total Amount (Weighted)</b>				<b>189,692.45</b>

##### Carolyn Brookes (BROCAR00002A)

###### Member Balance

13/08/2020	50010	Opening Balance	0.00	0.00
<b>Total Amount (Weighted)</b>				<b>0.00</b>

#### Calculation of Net Capital Gains

Capital gains from Unsegregated Pool	0.00
Capital gains from Unsegregated Pool - Collectables	0.00
Capital Gain Adjustment from prior segments	0.00
Realised Notional gains	0.00
Carried forward losses from prior years	0.00
Current year capital losses from Unsegregated Pool	0.00
Current year capital losses from Unsegregated Pool - Collectables	0.00
Total CGT Discount Applied	0.00
<b>Capital Gain /(Losses carried forward)</b>	<b>0.00</b>

**CGT allocated in prior segments** **0.00**

**Allocations of Net Capital Gains to Pools**

Capital Gain Proportion - Unsegregated Pool (0/0)=100.00% **0.00**

**Foreign Tax Offset Calculations**

**Segment 13 August 2020 to 30 June 2021**

Claimable FTO - Unsegregated Pool **0.00**

**Claimable FTO** **0.00**

**Total Claimable Foreign Credits for the Year** **0.00**

**Foreign Tax Offset (Label C1)** **0.00**

**Applied/Claimed FTO** **0.00**

**Allocations of Foreign Tax Offset to Members**

Allan Brookes(BROALL00002A) - 100.00 % **0.00**

Carolyn Brookes(BROCAR00002A) - 0.00 % **0.00**

**Total Foreign Tax Offset Allocated to Members** **0.00**

**Calculation of Outstanding Limited Recourse Borrowing Arrangements**

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# Contract for Houses and Residential Land

Sixteenth Edition

*This document has been approved by The Real Estate Institute of Queensland Limited and the Queensland Law Society Incorporated as being suitable for the sale and purchase of houses and residential land in Queensland except for new residential property in which case the issue of GST liability must be dealt with by special condition.*

**The Seller and Buyer agree to sell and buy the Property under this contract.**

## REFERENCE SCHEDULE

**Contract Date:** 03 September 2020

## SELLER'S AGENT

**NAME:** Jim McKeering Real Estate

**ABN:**  
44359153904

**LICENCE NO:**  
1000404

**ADDRESS:** 200 Seymour St

**SUBURB:** Sandgate **STATE:** QLD **POSTCODE:** 4017

**PHONE:**  
07 3269 1276

**MOBILE:**  
0423231877

**FAX:**

**EMAIL:**  
info@jimckeering.com.au

## SELLER

**NAME:**  
SHEILA ANGELA ANDREWS

**ABN:**

**ADDRESS:** 48 Finnie Rd

**SUBURB:** Deagon **STATE:** QLD **POSTCODE:** 4017

**PHONE:**

**MOBILE:**  
0488309001

**FAX:**

**EMAIL:**  
sheila.r.a.andrews@gmail.com

**NAME:**

**ABN:**

**ADDRESS:**

**SUBURB:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **POSTCODE:** \_\_\_\_\_

**PHONE:**

**MOBILE:**

**FAX:**

**EMAIL:**

## SELLER'S SOLICITOR

← or any other solicitor notified to the Buyer

**NAME:**  
McKeering Down Lawyers

**REF:**

**CONTACT:**  
Vlad Simanovic

**ADDRESS:**

**SUBURB:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **POSTCODE:** \_\_\_\_\_

**PHONE:**  
(07) 3229 7044

**MOBILE:**

**FAX:**

**EMAIL:**  
Vlad@mckeeringdown.com.au

**INITIALS** (Note: initials not required if signed with Electronic Signature)

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**BUYER**

NAME: Brookes Family Super Bare Pty Ltd as custodian of the Brookes Super Bare Trust ABN:

ADDRESS: 46 Finnie Rd

SUBURB: Deagon STATE: QLD POSTCODE: 4017

PHONE: MOBILE: 0403866999 FAX: EMAIL: Allan\_Brookes@outlook.com

NAME: ABN:

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: MOBILE: FAX: EMAIL:

**BUYER'S AGENT (If applicable)**

NAME:

ABN: LICENCE NO:

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: MOBILE: FAX: EMAIL:

**BUYER'S SOLICITOR**

← or any other solicitor notified to the Seller

NAME:

REF: CONTACT:

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: MOBILE: FAX: EMAIL:

**PROPERTY**

Land: ADDRESS: 48 Finnie Road

SUBURB: DEAGON STATE: QLD POSTCODE: 4017

Built On  Vacant

Description: Lot: L147

on: RP29258

Title Reference: 12047140

Area: 809sqm ← (more or less) Land sold as:  Freehold  Leasehold ← if neither is selected, the land is treated as being Freehold.

Present Use: residential

Local Government: Brisbane - Sandgate

INITIALS (Note: initials not required if signed with Electronic Signature)

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Excluded Fixtures: NA

Included Chattels: dishwasher, curtains, light fittings.

**PRICE**

Deposit Holder: Jim McKeering Real Estate

Deposit Holder's Trust Account: Jim McKeering Real Estate Trust Account

Bank: nab

BSB: 084365

Account No:

Purchase Price: \$ 550,000

← Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Property to the Buyer.

Deposit: \$ 1,000

Initial Deposit payable on the day the Buyer signs this contract unless another time is specified below.  
deposit payable on the day the Seller signs this contract

\$ \_\_\_\_\_ Balance Deposit (if any) payable on:

Default Interest Rate: \_\_\_\_\_ %

← If no figure is inserted, the Contract Rate applying at the Contract Date published by the Queensland Law Society Inc will apply.

**FINANCE**

Finance Amount: \$ sufficient to complete

← Unless all of "Finance Amount", "Financier" and "Finance Date" are completed, this contract is not subject to finance and clause 3 does not apply.

Financier: Buyer's choice of financier

Finance Date: 7 days from Contract Date

**BUILDING AND/OR PEST INSPECTION DATE:**

Inspection Date: NA

← If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 4.1 does not apply.

**MATTERS AFFECTING PROPERTY**

**Title Encumbrances:**

Is the Property sold subject to any Encumbrances?  No  Yes, listed below:

← **WARNING TO SELLER:** You are required to disclose all Title Encumbrances which will remain after settlement (for example, easements on your title and statutory easements for sewerage and drainage which may not appear on a title search). Failure to disclose these may entitle the Buyer to terminate the contract or to compensation. It is NOT sufficient to state "refer to title", "search will reveal", or similar.

**Tenancies:**

← If the property is sold with vacant possession from settlement, insert 'Nil'. Otherwise complete details from Residential Tenancy Agreement.

TENANTS NAME:

NA

TERM AND OPTIONS:

STARTING DATE OF TERM:

ENDING DATE OF TERM:

RENT:

BOND:

\$ \_\_\_\_\_

\$ \_\_\_\_\_

INITIALS (Note: initials not required if signed with Electronic Signature)

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**Managing Agent:**

AGENCY NAME:

NA

PROPERTY MANAGER:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

**POOL SAFETY****Q1** Is there a pool on the Land or on an adjacent land used in association with the Land?

- Yes
- No Clause 4.2 of this contract does not apply

**Q2** If the answer to Q1 is Yes, is there a Compliance or Exemption Certificate for the pool at the time of contract?

- Yes Clause 5.3(1)(f) applies
- No Clause 4.2 applies (except for auction and some other excluded sales)

**Q3** If the answer to Q2 is No, has a Notice of no pool safety certificate been given prior to contract?

- Yes
- No

← **WARNING TO SELLER:** Failure to comply with the Pool Safety Requirements is an offence with substantial penalties.

← **WARNING TO BUYER:** If there is no Compliance or Exemption Certificate at settlement, the Buyer becomes responsible at its cost to obtain a Pool Safety Certificate within 90 days after settlement. The Buyer can also become liable to pay any costs of rectification necessary to comply with the Pool Safety Requirements to obtain a Pool Safety Certificate. The Buyer commits an offence and can be liable to substantial penalties if the Buyer fails to comply with this requirement.

← If there is a pool on the Land and Q2 is not completed then clause 4.2 applies.

← Note: This is an obligation of the Seller under section 16 of the Building Regulation 2006.

**POOL SAFETY INSPECTOR**

Pool Safety Inspector: \_\_\_\_\_

← The Pool Safety Inspector must be licensed under the Building Act 1975 and Building Regulation 2006.

Pool Safety Inspection Date: \_\_\_\_\_

← Clause 4.2(2) applies except where this contract is formed on a sale by auction and some other excluded sales.

**ELECTRICAL SAFETY SWITCH AND SMOKE ALARM** *This section must be completed unless the Land is vacant.*

The Seller gives notice to the Buyer that an Approved Safety Switch for the General Purpose Socket Outlets is:  
(select whichever is applicable)

- installed in the residence
- not installed in the residence

← **WARNING:** By giving false or misleading information in this section, the Seller may incur a penalty. The Seller should seek expert and qualified advice about completing this section and not rely on the Seller's Agent to complete this section.

The Seller gives notice to the Buyer that a Compliant Smoke Alarm(s) is/are:  
(select whichever is applicable)

- installed in the residence
- not installed in the residence

← **WARNING:** Failure to install a Compliant Smoke Alarm is an offence under the Fire and Emergency Services Act 1990.

**NEIGHBOURHOOD DISPUTES (DIVIDING FENCES AND TREES) ACT 2011**

The Seller gives notice to the Buyer in accordance with section 83 of the Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 that the Land:

(select whichever is applicable)

- is not affected by any application to, or an order made by, the Queensland Civil and Administrative Tribunal (QCAT) in relation to a tree on the Land or
- is affected by an application to, or an order made by, QCAT in relation to a tree on the Land, a copy of which has been given to the Buyer prior to the Buyer signing the contract.

← **WARNING:** Failure to comply with section 83 Neighbourhood Disputes (Dividing Fences and Trees Act) 2011 by giving a copy of an order or application to the Buyer (where applicable) prior to Buyer signing the contract will entitle the Buyer to terminate the contract prior to Settlement.

INITIALS (Note: initials not required if signed with Electronic Signature)

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**GST WITHHOLDING OBLIGATIONS**

Is the Buyer registered for GST and acquiring the Land for a creditable purpose?

(select whichever is applicable)

- Yes
- No

[Note: An example of an acquisition for a creditable purpose would be the purchase of the Land by a building contractor, who is registered for GST, for the purposes of building a house on the Land and selling it in the ordinary course of its business.]

← **WARNING:** the Buyer warrants in clause 2.5(6) that this information is true and correct.

The Seller gives notice to the Buyer in accordance with section 14-255(1)(a) of the Withholding Law that:

(select whichever is applicable)

- the Buyer is *not* required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property
- the Buyer is required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property. Under section 14-255(1) of the Withholding Law, the Seller is required to give further details prior to settlement.

← **WARNING:** All sellers of residential premises or potential residential land are required to complete this notice. Section 14-250 of the Withholding Law applies to the sale of 'new residential premises' or 'potential residential land' (subject to some exceptions) and requires an amount to be withheld from the Purchase Price and paid to the ATO. The Seller should seek legal advice if unsure about completing this section.

The REIQ Terms of Contract for Houses and Residential Land (Pages 7-15) (Sixteenth Edition) contain the Terms of this Contract.

**SPECIAL CONDITIONS**

**SETTLEMENT**

Settlement Date: 28th October 2020

← or the next Business Day if that is not a Business Day in the Place for Settlement.

Place for Settlement: Brisbane

← If Brisbane is inserted, this is a reference to Brisbane CBD.

INITIALS (Note: initials not required if signed with Electronic Signature)

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**SIGNATURES**

The contract may be subject to a 5 business day statutory cooling-off period. A termination penalty of 0.25% of the purchase price applies if the Buyer terminates the contract during the statutory cooling-off period. It is recommended the Buyer obtain an independent property valuation and independent legal advice about the contract and his or her cooling-off rights, before signing.

Buyer:  9/3/2020 Witness: \_\_\_\_\_

Buyer: \_\_\_\_\_ Witness: \_\_\_\_\_

By placing my signature above, I warrant that I am the Buyer named in the Reference Schedule or authorised by the Buyer to sign. (Note: No witness is required if the Buyer signs using an Electronic Signature)

Seller:  9/3/2020 Witness: \_\_\_\_\_

Seller: \_\_\_\_\_ Witness: \_\_\_\_\_

By placing my signature above, I warrant that I am the Seller named in the Reference Schedule or authorised by the Seller to sign. (Note: No witness is required if the Seller signs using an Electronic Signature)

Deposit Holder:  9/2/2020 *← Who acknowledges having received the Initial Deposit and agrees to hold that amount and any Balance Deposit when received as Deposit Holder for the parties as provided in the Contract.*

**INITIALS** (Note: initials not required if signed with Electronic Signature)

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## TERMS OF CONTRACT FOR HOUSES AND RESIDENTIAL LAND

### 1. DEFINITIONS

#### 1.1 In this contract:

- (1) Terms in **bold** in the Reference Schedule have the meanings shown opposite them; and
- (2) Unless the context otherwise indicates:
- (a) **“Approved Safety Switch”** means a residual current device as defined in the *Electrical Safety Regulation 2013*;
- (b) **“ATO”** means the Australian Taxation Office;
- (c) **“ATO Clearance Certificate”** means a certificate issued under section 14-220(1) of the Withholding Law which is current on the date it is given to the Buyer;
- (d) **“Balance Purchase Price”** means the Purchase Price, less the Deposit paid by the Buyer, adjusted under clause 2.6;
- (e) **“Bank”** means an authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth);
- (f) **“Bond”** means a bond under the *Residential Tenancies and Rooming Accommodation Act 2008*;
- (g) **“Building Inspector”** means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulations 2003*;
- (h) **“Business Day”** means a day other than:
- (i) a Saturday or Sunday;
- (ii) a public holiday in the Place for Settlement; and
- (iii) a day in the period 27 to 31 December (inclusive);
- (i) **“CGT Withholding Amount”** means the amount determined under section 14-200(3)(a) of the Withholding Law or, if a copy is provided to the Buyer prior to settlement, a lesser amount specified in a variation notice under section 14-235;
- (j) **“Compliance or Exemption Certificate”** means:
- (i) a Pool Safety Certificate; or
- (ii) a Building Certificate that may be used instead of a Pool Safety Certificate under section 246AN(2) of the *Building Act 1975*; or
- (iii) an exemption from compliance on the grounds of impracticality under section 245B of the *Building Act 1975*;
- (k) **“Compliant Smoke Alarm”** means a smoke alarm complying with the requirements for smoke alarms in domestic dwellings under the *Fire and Emergency Services Act 1990*;
- (l) **“Contract Date”** or **“Date of Contract”** means the date inserted in the Reference Schedule;
- (m) **“Court”** includes any tribunal established under statute;
- (n) **“Electronic Signature”** means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
- (o) **“Encumbrances”** includes:
- (i) unregistered encumbrances;
- (ii) statutory encumbrances; and
- (iii) Security Interests;
- (p) **“Essential Term”** includes, in the case of breach by:
- (i) the Buyer: clauses 2.2, 2.5(1), 2.5(5), 5.1 and 6.1; and
- (ii) the Seller: clauses 2.5(5), 5.1, 5.3(1)(a)-(d), 5.3(1)(e)(ii) & (iii), 5.3(1)(f), 5.5 and 6.1;
- but nothing in this definition precludes a Court from finding other terms to be essential;
- (q) **“Financial Institution”** means a Bank, Building Society or Credit Union;
- (r) **“General Purpose Socket Outlet”** means an electrical socket outlet as defined in the *Electrical Safety Regulation 2013*;
- (s) **“GST”** means the goods and services tax under the GST Act;
- (t) **“GST Act”** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and includes other GST related legislation;
- (u) **“GST Withholding Amount”** means the amount (if any) determined under section 14-250 of the Withholding Law required to be paid to the Commissioner of Taxation;
- (v) **“Improvements”** means fixed structures on the Land and includes all items fixed to them (such as stoves, hot water systems, fixed carpets, curtains, blinds and their fittings, clothes lines, fixed satellite dishes and television antennae, in-ground plants) but does not include the Reserved Items;
- (w) **“Keys”** means keys, codes or devices in the Seller's possession or control for all locks or security systems on the Property or necessary to access the Property;
- (x) **“Notice of No Pool Safety Certificate”** means the Form 36 under the *Building Regulation 2006* to the effect that there is no Pool Safety Certificate issued for the Land;
- (y) **“Notice of Nonconformity”** means a Form 26 under the *Building Regulation 2006* advising how the pool does not comply with the relevant pool safety standard;
- (z) **“Outgoings”** means rates or charges on the Land by any competent authority (for example, council rates, water rates, fire service levies) but excludes land tax;
- (aa) **“Pest Inspector”** means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulations 2003*;
- (bb) **“Pool Safety Certificate”** has the meaning in section 231C(a) of the *Building Act 1975*;
- (cc) **“Pool Safety Inspection Date”** means the Pool Safety Inspection Date inserted in the Reference Schedule. If no date is inserted in the Reference Schedule, the Pool Safety Inspection Date is taken to be the earlier of the following:
- (i) the Inspection Date for the Building and/or Pest Inspection; or
- (ii) 2 Business Days before the Settlement Date;
- (dd) **“Pool Safety Requirements”** means the requirements for pool safety contained in the *Building Act 1975 and Building Regulation 2006*;
- (ee) **“Pool Safety Inspector”** means a person authorised to give a Pool Safety Certificate;
- (ff) **“PPSR”** means the Personal Property Securities Register established under *Personal Property Securities Act 2009* (Cth);
- (gg) **“Property”** means:
- (i) the Land;
- (ii) the Improvements; and
- (iii) the Included Chattels;
- (hh) **“Rent”** means any periodic amount payable under the Tenancies;

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- (ii) **"Reserved Items"** means the Excluded Fixtures and all Chattels on the Land other than the Included Chattels;
- (jj) **"Security Interests"** means all security interests registered on the PPSR over Included Chattels and Improvements;
- (kk) **"Transfer Documents"** means:
  - (i) the form of transfer under the *Land Title Act 1994* required to transfer title in the Land to the Buyer; and
  - (ii) any other document to be signed by the Seller necessary for stamping or registering the transfer;
- (ll) **"Transport Infrastructure"** has the meaning defined in the *Transport Infrastructure Act 1994*; and
- (mm) **"Withholding Law"** means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

## 2. PURCHASE PRICE

### 2.1 GST

- (1) Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Property to the Buyer.
- (2) If a party is required to make any other payment or reimbursement under this contract, that payment or reimbursement will be reduced by the amount of any input tax credits to which the other party (or the representative member for a GST group of which it is a member) is entitled.

### 2.2 Deposit

- (1) The Buyer must pay the Deposit to the Deposit Holder at the times shown in the Reference Schedule. The Deposit Holder will hold the Deposit until a party becomes entitled to it.
- (2) The Buyer will be in default if it:
  - (a) does not pay the Deposit when required;
  - (b) pays the Deposit by a post-dated cheque; or
  - (c) pays the Deposit by cheque which is dishonoured on presentation.
- (3) The Seller may recover from the Buyer as a liquidated debt any part of the Deposit which is not paid when required.

### 2.3 Investment of Deposit

If:

- (1) the Deposit Holder is instructed by either the Seller or the Buyer; and
  - (2) it is lawful to do so;
- the Deposit Holder must:
- (3) invest as much of the Deposit as has been paid with any Financial Institution in an interest-bearing account in the names of the parties; and
  - (4) provide the parties' tax file numbers to the Financial Institution (if they have been supplied).

### 2.4 Entitlement to Deposit and Interest

- (1) The party entitled to receive the Deposit is:
  - (a) if this contract settles, the Seller;
  - (b) if this contract is terminated without default by the Buyer, the Buyer; and
  - (c) if this contract is terminated owing to the Buyer's default, the Seller.
- (2) The interest on the Deposit must be paid to the person who is entitled to the Deposit.
- (3) If this contract is terminated, the Buyer has no further claim once it receives the Deposit and interest, unless the termination is due to the Seller's default or breach of warranty.
- (4) The Deposit is invested at the risk of the party who is ultimately entitled to it.

## 2.5 Payment of Balance Purchase Price

- (1) On the Settlement Date, the Buyer must pay the Balance Purchase Price by bank cheque as the Seller or the Seller's Solicitor directs.
- (2) Despite any other provision of this contract, a reference to a "bank cheque" in clause 2.5:
  - (a) includes a cheque drawn by a Building Society or Credit Union on itself;
  - (b) does not include a cheque drawn by a Building Society or Credit Union on a Bank;
 and the Seller is not obliged to accept a cheque referred to in clause 2.5(2)(b) on the Settlement Date.
- (3) If both the following apply:
  - (a) the sale is not an excluded transaction under section 14-215 of the Withholding Law; and
  - (b) the Seller has not given the Buyer on or before settlement for each person comprising the Seller either:
    - (i) an ATO Clearance Certificate; or
    - (ii) a variation notice under section 14-235 of the Withholding Law which remains current at the Settlement Date varying the CGT Withholding Amount to nil,

then:

- (c) for clause 2.5(1), the Seller irrevocably directs the Buyer to draw a bank cheque for the CGT Withholding Amount in favour of the Commissioner of Taxation or, if the Buyer's Solicitor requests, the Buyer's Solicitor's Trust Account;
- (d) the Buyer must lodge a *Foreign Resident Capital Gains Withholding Purchaser Notification Form* with the ATO for each person comprising the Buyer and give copies to the Seller with the payment reference numbers (PRN) on or before settlement;
- (e) the Seller must return the bank cheque in paragraph (c) to the Buyer's Solicitor (or if there is no Buyer's Solicitor, the Buyer) at settlement; and
- (f) the Buyer must pay the CGT Withholding Amount to the ATO in accordance with section 14-200 of the Withholding Law and give the Seller evidence that it has done so within 2 Business Days of settlement occurring.
- (4) For clause 2.5(3) and section 14-215 of the Withholding Law, the market value of the CGT asset is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit unless:
  - (a) the Property includes items in addition to the Land and Improvements; and
  - (b) no later than 2 Business Days prior to the Settlement Date, the Seller gives the Buyer a valuation of the Land and Improvements prepared by a registered valuer,
 in which case the market value of the Land and Improvements will be as stated in the valuation.
- (5) If the Buyer is required to pay the GST Withholding Amount to the Commissioner of Taxation at settlement pursuant to section 14-250 of the Withholding Law:
  - (a) the Seller must give the Buyer a notice in accordance with section 14-255(1) of the Withholding Law;
  - (b) prior to settlement the Buyer must lodge with the ATO:
    - (i) a *GST Property Settlement Withholding Notification* form ("Form 1"); and

- (ii) a *GST Property Settlement Date Confirmation* form ("Form 2");
- (c) on or before settlement, the Buyer must give the Seller copies of:
  - (i) the Form 1;
  - (ii) confirmation from the ATO that the Form 1 has been lodged specifying the Buyer's lodgement reference number and payment reference number;
  - (iii) confirmation from the ATO that the Form 2 has been lodged; and
  - (iv) a completed ATO payment slip for the Withholding Amount.
- (d) the Seller irrevocably directs the Buyer to draw a bank cheque for the GST Withholding Amount in favour of the Commissioner of Taxation and deliver it to the Seller at settlement; and
- (e) the Seller must pay the GST Withholding Amount to the ATO in compliance with section 14-250 of the Withholding Law promptly after settlement.
- (6) The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.

## 2.6 Adjustments to Balance Purchase Price

- (1) The Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date. The Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date.
- (2) Subject to clauses 2.6(3), 2.6(5), and 2.6(14), Outgoings for periods including the Settlement Date must be adjusted:
  - (a) for those paid, on the amount paid;
  - (b) for those assessed but unpaid, on the amount payable (excluding any discount); and
  - (c) for those not assessed:
    - (i) on the amount the relevant authority advises will be assessed (excluding any discount); or
    - (ii) if no advice on the assessment to be made is available, on the amount of the latest separate assessment (excluding any discount).
- (3) If there is no separate assessment of rates for the Land at the Settlement Date and the Local Government informs the Buyer that it will not apportion rates between the Buyer and the Seller, then:
  - (a) the amount of rates to be adjusted is that proportion of the assessment equal to the ratio of the area of the Land to the area of the parcel in the assessment; and
  - (b) if an assessment of rates includes charges imposed on a "per lot" basis, then the portion of those charges to be adjusted is the amount assessed divided by the number of lots in that assessment.
- (4) The Seller is liable for land tax assessed on the Land for the financial year current at the Settlement Date. If land tax is unpaid at the Settlement Date and the Office of State Revenue advises that it will issue a final clearance for the Land on payment of a specified amount, then the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Office of State Revenue.
- (5) Any Outgoings assessable on the amount of water used must be adjusted on the charges that would be assessed on the total water usage for the assessment period, determined by assuming that the actual rate of usage shown by the meter reading

- made before settlement continues throughout the assessment period. The Buyer must obtain and pay for the meter reading.
- (6) If any Outgoings are assessed but unpaid at the Settlement Date, then the Buyer may deduct the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority. If an amount is deducted under this clause, the relevant Outgoing will be treated as paid at the Settlement Date for the purposes of clause 2.6(2).
- (7) Arrears of Rent for any rental period ending on or before the Settlement Date belong to the Seller and are not adjusted at settlement.
- (8) Unpaid Rent for the rental period including both the Settlement Date and the following day ("**Current Period**") is not adjusted until it is paid.
- (9) Rent already paid for the Current Period or beyond must be adjusted at settlement.
- (10) If Rent payments are reassessed after the Settlement Date for periods including the Settlement Date, any additional Rent payment from a Tenant or refund due to a Tenant must be apportioned under clauses 2.6(7), 2.6(8) and 2.6(9).
- (11) Payments under clause 2.6(10) must be made within 14 days after notification by one party to the other but only after any additional payment from a Tenant has been received.
- (12) The cost of bank cheques payable at settlement:
  - (a) to the Seller or its mortgagee are the responsibility of the Buyer; and
  - (b) to parties other than the Seller or its mortgagee are the responsibility of the Seller.
- (13) The Seller is not entitled to require payment of the Balance Purchase Price by means other than bank cheque without the consent of the Buyer.
- (14) Upon written request by the Buyer, the Seller will, prior to settlement, give the Buyer a written statement, supported by reasonable evidence, of:
  - (a) all Outgoings and all Rent for the Property to the extent they are not capable of discovery by search or enquiry at any office of public record or pursuant to the provisions of any statute; and
  - (b) any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 2.6.

If the Seller becomes aware of a change to the information provided the Seller will as soon as practicably provide the updated information to the Buyer.

## 3. FINANCE

- 3.1** This contract is conditional on the Buyer obtaining approval of a loan for the Finance Amount from the Financier by the Finance Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain approval.
- 3.2** The Buyer must give notice to the Seller that:
  - (1) approval has not been obtained by the Finance Date and the Buyer terminates this contract; or
  - (2) the finance condition has been either satisfied or waived by the Buyer.
- 3.3** The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 3.2 by 5pm on the Finance Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 3.4** The Seller's right under clause 3.3 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 3.2.

#### 4. BUILDING AND PEST INSPECTION REPORTS AND POOL SAFETY

##### 4.1 Building and Pest Inspection

- (1) This contract is conditional upon the Buyer obtaining a written Building Report from a Building Inspector and a written Pest Report from a Pest Inspector (which may be a single report) on the Property by the Inspection Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain the reports (subject to the right of the Buyer to elect to obtain only one of the reports).
- (2) The Buyer must give notice to the Seller that:
  - (a) a satisfactory Inspector's report under clause 4.1(1) has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
  - (b) clause 4.1(1) has been either satisfied or waived by the Buyer.
- (3) If the Buyer terminates this contract and the Seller asks the Buyer for a copy of the building and pest reports, the Buyer must give a copy of each report to the Seller without delay.
- (4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.1(2) by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- (5) The Seller's right under clause 4.1(4) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waive pursuant to clause 4.1(2).

##### 4.2 Pool Safety

- (1) This clause 4.2 applies if:
  - (a) the answer to Q2 of the Reference Schedule is No or Q2 is not completed; and
  - (b) this contract is not a contract of a type referred to in section 160(1)(b) of the *Property Occupations Act 2014*.
- (2) This contract is conditional upon:
  - (a) the issue of a Pool Safety Certificate; or
  - (b) a Pool Safety Inspector issuing a Notice of Nonconformity stating the works required before a Pool Safety Certificate can be issued;
 by the Pool Safety Inspection Date.
- (3) The Buyer is responsible for arranging an inspection by a Pool Safety Inspector at the Buyer's cost. The Seller authorises:
  - (a) the Buyer to arrange the inspection; and
  - (b) the Pool Safety Inspector to advise the Buyer of the results of the inspection and to give the Buyer a copy of any notice issued.
- (4) If a Pool Safety Certificate has not been issued by the Pool Safety Inspection Date, the Buyer may give notice to the Seller that the Buyer:
  - (a) terminates this contract; or
  - (b) waives the benefit of this clause 4.2.
 The Buyer must act reasonably.
- (5) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2(4) by 5pm on the Pool Safety Inspection Date.
- (6) The Seller's right under clause 4.2(5) is subject to the Buyer's continuing right to give written notice to the Seller of termination or waiver pursuant to clause 4.2(4).
- (7) The right of a party to terminate under this clause 4.2 ceases upon receipt by that party of a copy of a current Pool Safety Certificate.

- (8) If the Buyer terminates this contract under clause 4.2(4)(a), and the Seller has not obtained a copy of the Notice of Nonconformity issued by the Pool Safety Inspector, the Seller may request a copy and the Buyer must provide this to the Seller without delay.

#### 5. SETTLEMENT

##### 5.1 Time and Date

- (1) Settlement must occur between 9am and 4pm AEST on the Settlement Date.
- (2) If the parties do not agree on where settlement is to occur, it must take place in the Place for Settlement at the office of a solicitor or Financial Institution nominated by the Seller, or, if the Seller does not make a nomination, at the Land Registry Office in or nearest to the Place for Settlement.

##### 5.2 Transfer Documents

- (1) The Transfer Documents must be prepared by the Buyer's Solicitor and delivered to the Seller a reasonable time before the Settlement Date.
- (2) If the Buyer pays the Seller's reasonable expenses, it may require the Seller to produce the Transfer Documents at the Office of State Revenue nearest the Place for Settlement for stamping before settlement.

##### 5.3 Documents and Keys at Settlement

- (1) In exchange for payment of the Balance Purchase Price, the Seller must deliver to the Buyer at settlement:
  - (a) any instrument of title for the Land required to register the transfer to the Buyer; and
  - (b) unstamped Transfer Documents capable of immediate registration after stamping; and
  - (c) any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and
  - (d) if requested by the Buyer not less than 2 clear Business Days before the Settlement Date, the Keys; and
  - (e) if there are Tenancies:
    - (i) the Seller's copy of any Tenancy agreements;
    - (ii) a notice to each Tenant advising of the sale in the form required by law; and
    - (iii) any notice required by law to transfer to the Buyer the Seller's interest in any Bond; and
  - (f) if the answer to Q2 in the Reference Schedule is Yes, a copy of a current Compliance or Exemption Certificate, if not already provided to the Buyer.
- (2) If the instrument of title for the Land also relates to other land, the Seller need not deliver it to the Buyer, but the Seller must make arrangements satisfactory to the Buyer to produce it for registration of the transfer.
- (3) If the Keys are not delivered at settlement under clause 5.3(1)(d), the Seller must deliver the Keys to the Buyer. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.

##### 5.4 Assignment of Covenants and Warranties

- At settlement, the Seller assigns to the Buyer the benefit of all:
- (1) covenants by the Tenants under the Tenancies;
  - (2) guarantees and Bonds (subject to the requirements of the *Residential Tenancies and Rooming Accommodation Act 2008*) supporting the Tenancies;
  - (3) manufacturer's warranties regarding the Included Chattels; and

(4) builders' warranties on the Improvements; to the extent they are assignable. However, the right to recover arrears of Rent is not assigned to the Buyer and section 117 of the *Property Law Act 1974* does not apply.

### 5.5 Possession of Property and Title to Included Chattels

On the Settlement Date, in exchange for the Balance Purchase Price, the Seller must give the Buyer vacant possession of the Land and the Improvements except for the Tenancies. Title to the Included Chattels passes at settlement.

### 5.6 Reservations

- (1) The Seller must remove the Reserved Items from the Property before settlement.
- (2) The Seller must repair at its expense any damage done to the Property in removing the Reserved Items. If the Seller fails to do so, the Buyer may repair that damage.
- (3) Any Reserved Items not removed before settlement will be considered abandoned and the Buyer may, without limiting its other rights, complete this contract and appropriate those Reserved Items or dispose of them in any way.
- (4) The Seller indemnifies the Buyer against any damages and expenses resulting from the Buyer's actions under clauses 5.6(2) or 5.6(3).

### 5.7 Consent to Transfer

- (1) If the Land sold is leasehold, this contract is subject to any necessary consent to the transfer of the lease to the Buyer being obtained by the Settlement Date.
- (2) The Seller must apply for the consent required as soon as possible.
- (3) The Buyer must do everything reasonably required to help obtain this consent.

## 6. TIME

### 6.1 Time of the Essence

Time is of the essence of this contract, except regarding any agreement between the parties on a time of day for settlement.

### 6.2 Suspension of Time

- (1) This clause 6.2 applies if a party is unable to perform a Settlement Obligation solely as a consequence of a Delay Event but does not apply where the inability is attributable to:
  - (a) damage to, destruction of or diminution in value of the Property or other property of the Seller or Buyer; or
  - (b) termination or variation of any agreement between a party and another person whether relating to the provision of finance, the release of an Encumbrance, the sale or purchase of another property or otherwise.
- (2) Time for the performance of the parties' settlement obligations is suspended and ceases to be of the essence of the contract and the parties are deemed not to be in breach of their Settlement Obligations.
- (3) An Affected Party must take reasonable steps to minimise the effect of the Delay Event on its ability to perform its Settlement Obligations.
- (4) When an Affected Party is no longer prevented from performing its Settlement Obligations due to the Delay Event, the Affected Party must give the other party a notice of that fact, promptly.
- (5) When the Suspension Period ends, whether notice under clause 6.2(4) has been given or not, either party may give the other party a Notice to Settle.
- (6) A Notice to Settle must be in writing and state:
  - (a) that the Suspension Period has ended; and

- (b) a date, being not less than 5 nor more than 10 Business Days after the date the Notice to Settle is given, which shall become the Settlement Date;
- (c) that time is of the essence.
- (7) When Notice to Settle is given, time is again of the essence of the contract.
- (8) In this clause 6.2:
  - (a) "**Affected Party**" means a party referred to in clause 6.2(1);
  - (b) "**Delay Event**" means:
    - (i) a tsunami, flood, cyclone, earthquake, bushfire or other act of nature;
    - (ii) riot, civil commotion, war, invasion or a terrorist act;
    - (iii) an imminent threat of an event in paragraphs (i) or (ii); or
    - (iv) compliance with any lawful direction or order by a Government Agency;
  - (c) "**Government Agency**" means the government of the Commonwealth of Australia or an Australian State, Territory or local government and includes their authorities, agencies, government owned corporations and authorised officers, courts and tribunals;
  - (d) "**Settlement Obligations**" means, in the case of the Buyer, its obligations under clauses 2.5(1) and 5.1(1) and, in the case of the Seller, its obligations under clauses 5.1(1), 5.3(1)(a) – (e) and 5.5;
  - (e) "**Suspension Period**" means the period during which the Affected Party (or if both the Buyer and Seller are Affected Parties, either of them) remains unable to perform a Settlement Obligation solely as a consequence of a Delay Event.

## 7. MATTERS AFFECTING THE PROPERTY

### 7.1 Title

The Land is sold subject to:

- (1) any reservations or conditions on the title or the original Deed of Grant (if freehold); or
- (2) the Conditions of the Crown Lease (if leasehold).

### 7.2 Encumbrances

The Property is sold free of all Encumbrances other than the Title Encumbrances and Tenancies.

### 7.3 Requisitions

The Buyer may not deliver any requisitions or enquiries on title.

### 7.4 Seller's Warranties

- (1) The Seller warrants that, except as disclosed in this contract at settlement:
  - (a) if the Land is freehold: it will be the registered owner of an estate in fee simple in the Land and will own the rest of the Property;
  - (b) if the Land is leasehold: it will be the registered lessee, the lease is not liable to forfeiture because of default under the lease, and it will own the rest of the Property;
  - (c) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
  - (d) there will be no unsatisfied judgment, order (except for an order referred to in clause 7.6(1)(b)) or writ affecting the Property.

- (2) The Seller warrants that, except as disclosed in this contract at the Contract Date and at settlement there are no current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property.
- (3) (a) The Seller warrants that, except as disclosed in this contract or a notice given by the Seller to the Buyer under the *Environmental Protection Act 1994* ("EPA"), at the Contract Date:
  - (i) there is no outstanding obligation on the Seller to give notice to the administering authority under EPA of notifiable activity being conducted on the Land; and
  - (ii) the Seller is not aware of any facts or circumstances that may lead to the Land being classified as contaminated land within the meaning of EPA.
- (b) If the Seller breaches a warranty in clause 7.4(3), the Buyer may:
  - (i) terminate this contract by notice in writing to the Seller given within 2 Business Days before the Settlement Date; or
  - (ii) complete this contract and claim compensation, but only if the Buyer claims it in writing before the Settlement Date.
- (4) If the Seller breaches a warranty in clause 7.4(1) or clause 7.4(2), the Buyer may terminate this contract by notice to the Seller.
- (5) The Seller does not warrant that the Present Use is lawful.

#### 7.5 Survey and Mistake

- (1) The Buyer may survey the Land.
- (2) If there is:
  - (a) an error in the boundaries or area of the Land;
  - (b) an encroachment by structures onto or from the Land; or
  - (c) a mistake or omission in describing the Property or the Seller's title to it;
 which is:
  - (d) immaterial; or
  - (e) material, but the Buyer elects to complete this contract;
 the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing on or before settlement.
- (3) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(2).
- (4) If there is a material error, encroachment or mistake, the Buyer may terminate this contract before settlement.

#### 7.6 Requirements of Authorities

- (1) Subject to clause 7.6(5), any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property ("**Work or Expenditure**") must be fully complied with:
  - (a) if issued before the Contract Date, by the Seller before the Settlement Date;
  - (b) if issued on or after the Contract Date, by the Buyer.
- (2) If any Work or Expenditure that is the Seller's responsibility under clause 7.6(1)(a) is not done before the Settlement Date, the Buyer is entitled to claim the reasonable cost of work done by the Buyer in accordance with the notice or order referred to in clause 7.6(1) from the Seller after settlement as a debt.

- (3) Any Work or Expenditure that is the Buyer's responsibility under clause 7.6(1)(b), which is required to be done before the Settlement Date, must be done by the Seller unless the Buyer directs the Seller not to and indemnifies the Seller against any liability for not carrying out the work. If the Seller does the work, or spends the money, the reasonable cost of that Work or Expenditure must be added to the Balance Purchase Price.
- (4) The Buyer may terminate this contract by notice to the Seller if there is an outstanding notice at the Contract Date under sections 246AG, 247 or 248 of the *Building Act 1975* or sections 167 or 168 of the *Planning Act 2016* that affects the Property.
- (5) Clause 7.6(1) does not apply to orders disclosed under section 83 of the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*.

#### 7.7 Property Adversely Affected

- (1) If at the Contract Date:
  - (a) the Present Use is not lawful under the relevant town planning scheme;
  - (b) the Land is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Land;
  - (c) access or any service to the Land passes unlawfully through other land;
  - (d) any competent authority has issued a current notice to treat, or notice of intention to resume, regarding any part of the Land;
  - (e) there is an outstanding condition of a development approval attaching to the Land under section 73 of the *Planning Act 2016* or section 96 of the *Economic Development Queensland Act 2012* which, if complied with, would constitute a material mistake or omission in the Seller's title under clause 7.5(2)(c);
  - (f) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List;
  - (g) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*;
  - (h) there is a charge against the Land under section 104 of the *Foreign Acquisitions and Takeovers Act 1975* (Cth),

and that has not been disclosed in this contract, the Buyer may terminate this contract by notice to the Seller given on or before settlement.

- (2) If no notice is given under clause 7.7(1), the Buyer will be treated as having accepted the Property subject to all of the matters referred to in that clause.
- (3) The Seller authorises the Buyer to inspect records held by any authority, including Security Interests on the PPSR relating to the Property.

#### 7.8 Dividing Fences

Notwithstanding any provision in the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*, the Seller need not contribute to the cost of building any dividing fence between the Land and any adjoining land owned by it. The Buyer waives any right to claim contribution from the Seller.

### 8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

#### 8.1 Risk

The Property is at the Buyer's risk from 5pm on the first Business Day after the Contract Date.

#### 8.2 Access

After reasonable notice to the Seller, the Buyer and its consultants may enter the Property:

- (1) once to read any meter;

- (2) for inspections under clause 4;
- (3) once to inspect the Property before settlement; and
- (4) once to value the Property before settlement.

### 8.3 Seller's Obligations After Contract Date

- (1) The Seller must use the Property reasonably until settlement. The Seller must not do anything regarding the Property or Tenancies that may significantly alter them or result in later expense for the Buyer.
- (2) The Seller must promptly upon receiving any notice, proceeding or order that affects the Property or requires work on the Property, give a copy to the Buyer.
- (3) Without limiting clause 8.3(1), the Seller must not without the prior written consent of the Buyer, give any notice or seek or consent to any order that affects the Property or make any agreement affecting the Property that binds the Buyer to perform.

### 8.4 Information Regarding the Property

Upon written request of the Buyer but in any event before settlement, the Seller must give the Buyer:

- (1) copies of all documents relating to any unregistered interests in the Property;
- (2) full details of the Tenancies to allow the Buyer to properly manage the Property after settlement;
- (3) sufficient details (including the date of birth of each Seller who is an individual) to enable the Buyer to undertake a search of the PPSR; and
- (4) further copies or details if those previously given cease to be complete and accurate.

### 8.5 Possession Before Settlement

If possession is given before settlement:

- (1) the Buyer must maintain the Property in substantially its condition at the date of possession, fair wear and tear excepted;
- (2) entry into possession is under a licence personal to the Buyer revocable at any time and does not:
  - (a) create a relationship of Landlord and Tenant; or
  - (b) waive the Buyer's rights under this contract;
- (3) the Buyer must insure the Property to the Seller's satisfaction; and
- (4) the Buyer indemnifies the Seller against any expense or damages incurred by the Seller as a result of the Buyer's possession of the Property.

## 9. PARTIES' DEFAULT

### 9.1 Seller and Buyer May Affirm or Terminate

Without limiting any other right or remedy of the parties including those under this contract or any right at law or in equity, if the Seller or Buyer, as the case may be, fails to comply with an Essential Term, or makes a fundamental breach of an intermediate term, the Seller (in the case of the Buyer's default) or the Buyer (in the case of the Seller's default) may affirm or terminate this contract.

### 9.2 If Seller Affirms

If the Seller affirms this contract under clause 9.1, it may sue the Buyer for:

- (1) damages;
- (2) specific performance; or
- (3) damages and specific performance.

### 9.3 If Buyer Affirms

If the Buyer affirms this contract under clause 9.1, it may sue the Seller for:

- (1) damages;
- (2) specific performance; or
- (3) damages and specific performance.

### 9.4 If Seller Terminates

If the Seller terminates this contract under clause 9.1, it may do all or any of the following:

- (1) resume possession of the Property;
- (2) forfeit the Deposit and any interest earned;
- (3) sue the Buyer for damages;
- (4) resell the Property.

### 9.5 If Buyer Terminates

If the Buyer terminates this contract under clause 9.1, it may do all or any of the following:

- (1) recover the Deposit and any interest earned;
- (2) sue the Seller for damages.

### 9.6 Seller's Resale

(1) If the Seller terminates this contract and resells the Property, the Seller may recover from the Buyer as liquidated damages:

- (a) any deficiency in price on a resale; and
- (b) its expenses connected with any repossession, any failed attempt to resell, and the resale, provided the resale settles within 2 years of termination of this contract.

(2) Any profit on a resale belongs to the Seller.

### 9.7 Seller's Damages

The Seller may claim damages for any loss it suffers as a result of the Buyer's default, including its legal costs on an indemnity basis and the cost of any Work or Expenditure under clause 7.6(3).

### 9.8 Buyer's Damages

The Buyer may claim damages for any loss it suffers as a result of the Seller's default, including its legal costs on an indemnity basis.

### 9.9 Interest on Late Payments

- (1) The Buyer must pay interest at the Default Rate:
  - (a) on any amount payable under this contract which is not paid when due; and
  - (b) on any judgement for money payable under this contract.
- (2) Interest continues to accrue:
  - (a) under clause 9.9(1)(a), from the date it is due until paid; and
  - (b) under clause 9.9(1)(b), from the date of judgement until paid.
- (3) Any amount payable under clause 9.9(1)(a) in respect of a period prior to settlement must be paid by the Buyer at settlement. If this contract is terminated or if any amount remains unpaid after settlement, interest continues to accrue.
- (4) Nothing in this clause affects any other rights of the Seller under this contract or at law.

## 10. GENERAL

### 10.1 Seller's Agent

The Seller's Agent is appointed as the Seller's agent to introduce a Buyer.

### 10.2 Foreign Buyer Approval

The Buyer warrants that either:

- (1) the Buyer's purchase of the Property is not a notifiable action; or
- (2) the Buyer has received a no objection notification, under the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

### 10.3 Duty

The Buyer must pay all duty on this contract.

### 10.4 Notices

- (1) Notices under this contract must be in writing.
- (2) Notices under this contract or notices required to be given by law may be given and received by the party's solicitor.



- (3) Notices under this contract or notices required to be given by law may be given by:
  - (a) delivering or posting to the other party or its solicitor; or
  - (b) sending it to the facsimile number of the other party or its solicitor stated in the Reference Schedule (or another facsimile number notified by the recipient to the sender); or
  - (c) sending it to the email address of the other party or its solicitor stated in the Reference Schedule (or another email address notified by the recipient to the sender).
- (4) Subject to clause 10.4(5), a notice given after this contract is entered into in accordance with clause 10.4(3) will be treated as given:
  - (a) 5 Business Days after posting;
  - (b) if sent by facsimile, at the time indicated on a clear transmission report; and
  - (c) if sent by email, at the time it is sent.
- (5) Notices given by facsimile, by personal delivery or by email between 5pm on a Business Day (the "first Business Day") and 9am on the next Business Day (the "second Business Day") will be treated as given or delivered at 9am on the second Business Day.
- (6) If two or more notices are treated as given at the same time under clause 10.4(5), they will be treated as given in the order in which they were sent or delivered.
- (7) Notices or other written communications by a party's solicitor (for example, varying the Inspection Date, Finance Date or Settlement Date) will be treated as given with that party's authority.
- (8) For the purposes of clause 10.4(3)(c) and clause 12.2 the notice or information may be contained within an email, as an attachment to an email or located in an electronic repository accessible by the recipient by clicking a link in an email.

#### 10.5 Business Days

- (1) If anything is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day.
- (2) If the Finance Date or Inspection Date fall on a day that is not a Business Day, then it falls on the next Business Day.

#### 10.6 Rights After Settlement

Despite settlement and registration of the transfer, any term of this contract that can take effect after settlement or registration remains in force.

#### 10.7 Further Acts

If requested by the other party, each party must, at its own expense, do everything reasonably necessary to give effect to this contract.

#### 10.8 Severance

If any term or part of a term of this contract is or becomes legally ineffective, invalid or unenforceable in any jurisdiction it will be severed and the effectiveness, validity or enforceability of the remainder will not be affected.

#### 10.9 Interpretation

##### (1) Plurals and Genders

Reference to:

- (a) the singular includes the plural and the plural includes the singular;
- (b) one gender includes each other gender;
- (c) a person includes a Body Corporate; and
- (d) a party includes the party's executors, administrators, successors and permitted assigns.

##### (2) Parties

- (a) If a party consists of more than one person, this contract binds them jointly and each of them individually.
- (b) A party that is a trustee is bound both personally and in its capacity as a trustee.

##### (3) Statutes and Regulations

Reference to statutes includes all statutes amending, consolidating or replacing them.

##### (4) Inconsistencies

If there is any inconsistency between any provision added to this contract and the printed provisions, the added provision prevails.

##### (5) Headings

Headings are for convenience only and do not form part of this contract or affect its interpretation.

#### 10.10 Counterparts

- (1) This contract may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same contract.
- (2) A counterpart may be electronic and signed using an Electronic Signature.

### 11. ELECTRONIC SETTLEMENT

#### 11.1 Application of Clause

- (1) Clause 11 applies if the Buyer, Seller and each Financial Institution involved in the transaction agree to an Electronic Settlement using the same ELNO System and overrides any other provision of this contract to the extent of any inconsistency.
- (2) Acceptance of an invitation to an Electronic Workspace is taken to be an agreement for clause 11.1(1).
- (3) Clause 11 (except Clause 11.5(3)) ceases to apply if either party gives notice under clause 11.5 that settlement will not be an Electronic Settlement.

#### 11.2 Completion of Electronic Workspace

- (1) The parties must:
  - (a) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and
  - (b) do everything else required in the Electronic Workspace or otherwise to enable settlement to occur on the Settlement Date.
- (2) If the parties cannot agree on a time for settlement, the time to be nominated in the Workspace is 4pm AEST.
- (3) If any part of the Purchase Price is to be paid to discharge an Outgoing:
  - (a) the Buyer may, by notice in writing to the Seller, require that the amount is paid to the Buyer's Solicitor's trust account and the Buyer is responsible for paying the amount to the relevant authority;
  - (b) for amounts to be paid to destination accounts other than the Buyer's Solicitor's trust account, the Seller must give the Buyer a copy of the current account for the Outgoing to enable the Buyer to verify the destination account details in the Financial Settlement Schedule.
- (4) If the Deposit is required to discharge any Encumbrance or pay an Outgoing at settlement:
  - (a) the Deposit Holder must, if directed by the Seller at least 2 Business Days prior to Settlement, pay the Deposit (and any interest accrued on investment of the Deposit) less commission as clear funds to the Seller's Solicitor;

- (b) the Buyer and the Seller authorise the Deposit Holder to make the payment in clause 11(4)(a);
- (c) the Seller's Solicitor will hold the money as Deposit Holder under the Contract;
- (d) the Seller and Buyer authorise the Seller's Solicitor to pay the money as directed by the Seller in accordance with the Financial Settlement Schedule.

### 11.3 Electronic Settlement

- (1) Clauses 5.1(2) and 5.2 do not apply.
- (2) Payment of the Balance Purchase Price electronically as directed by the Seller's Solicitor in the Financial Settlement Schedule satisfies the Buyer's obligation in clause 2.5(1).
- (3) The Seller and Buyer will be taken to have complied with:
  - (a) clause 2.5(3)(c), (e) and (f); and
  - (b) clause 2.5(5)(d) and (e), (as applicable) if at settlement the Financial Settlement Schedule specifies payment of the relevant amount to the account nominated by the Commissioner of Taxation.
- (4) The Seller will be taken to have complied with clause 5.3(1)(b), (c), (d), (e) and (f) if:
  - (a) in relation to documents which are suitable for Electronic Lodgement in the Land Registry at settlement, the documents are Digitally Signed within the Electronic Workspace; and
  - (b) in relation to any other document or thing, the Seller's Solicitor:
    - (i) confirms in writing prior to settlement that it holds all relevant documents which are not suitable for Electronic Lodgement and all Keys (if requested under clause 5.3(1)(d)) in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and
    - (ii) gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than the Business Day after settlement; and
    - (iii) if requested by the Buyer, provides copies of documents in the Seller's Solicitors possession.
- (5) A party is not in default to the extent it is prevented from complying with an obligation because the other party or the other party's Financial Institution has not done something in the Electronic Workspace.
- (6) Any rights under the contract or at law to terminate the contract may not be exercised during the time the Electronic Workspace is locked for Electronic Settlement.
- (7) Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.

### 11.4 Computer System Unavailable

If settlement fails and cannot occur by 4pm AEST on the Settlement Date because a computer system operated by the Land Registry, Office of State Revenue, Reserve Bank, a Financial Institution or the relevant ELNO System is inoperative, neither party is in default and the Settlement Date is deemed to be the next Business Day. Time remains of the essence.

### 11.5 Withdrawal from Electronic Settlement

- (1) Either party may elect not to proceed with an Electronic Settlement by giving written notice to the other party.
- (2) A notice under clause 11.5(1) may not be given later than 5 Business Days before the Settlement Date unless an Electronic Settlement cannot be effected because:

- (a) the transaction is not a Qualifying Conveyancing Transaction; or
  - (b) a party's solicitor is unable to complete the transaction due to death, a loss of legal capacity or appointment of a receiver or administrator (or similar) to their legal practice or suspension of their access to the ELNO System; or
  - (c) the Buyer's or Seller's Financial Institution is unable to use the relevant ELNO System to effect Electronic Settlement.
- (3) If clause 11.5(2) applies:
- (a) the party giving the notice must provide satisfactory evidence of the reason for the withdrawal; and
  - (b) the Settlement Date will be extended to the date 5 Business Days after the Settlement Date.

### 11.6 Costs

Each party must pay its own fees and charges of using the relevant ELNO System for Electronic Settlement.

### 11.7 Definitions for clause 11

In clause 11:

"Digitally Sign" and "Digital Signature" have the meaning in the ECNL.

"ECNL" means the Electronic Conveyancing National Law (Queensland).

"Electronic Conveyancing Documents" has the meaning in the *Land Title Act 1994*.

"Electronic Lodgement" means lodgement of a document in the Land Registry in accordance with the ECNL.

"Electronic Settlement" means settlement facilitated by an ELNO System.

"Electronic Workspace" means a shared electronic workspace within an ELNO System that allows the Buyer and Seller to effect Electronic Lodgement and Financial Settlement.

"ELNO" has the meaning in the ECNL.

"ELNO System" means a system provided by the ELNO for facilitating Financial Settlement and Electronic Lodgement.

"Financial Settlement" means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule.

"Financial Settlement Schedule" means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts.

"Qualifying Conveyancing Transaction" means a transaction that is not excluded for Electronic Settlement by the rules issued by the relevant ELNO, Office of State Revenue, Land Registry, or a Financial Institution involved in the transaction.

## 12. ELECTRONIC CONTRACT AND DISCLOSURE

### 12.1 Electronic Signing

If this contract is signed by any person using an Electronic Signature, the Buyer and the Seller:

- (a) agree to enter into this contract in electronic form; and
- (b) consent to either or both parties signing the contract using an Electronic Signature.

### 12.2 Pre-contract Disclosure

The Buyer consents to the Seller's use of electronic communication to give any notice or information required by law to be given to the Buyer and which was given before the Buyer signed this contract.

CURRENT TITLE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34465626

Search Date: 20/07/2020 20:32

Title Reference: 12047140

Date Created: 14/09/1938

Previous Title: 11425104

REGISTERED OWNER

Dealing No: 719428912 28/05/2019

SHEILA ANGELA ANDREWS

ESTATE AND LAND

Estate in Fee Simple

LOT 147 REGISTERED PLAN 29258  
Local Government: BRISBANE CITY

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by  
Deed of Grant No. 10006035 (POR 88)
2. MORTGAGE No 719428913 28/05/2019 at 12:35  
AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED A.C.N. 005  
357 522

ADMINISTRATIVE ADVICES - NIL

UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

\*\* End of Current Title Search \*\*

COPYRIGHT THE STATE OF QUEENSLAND (NATURAL RESOURCES, MINES AND ENERGY) [2020]  
Requested By: D-ENQ INFOTRACK PTY LIMITED



Phone (07) 3088 6161  
Facsimile (07) 3419 3351  
Postal PO Box 303  
Strathpine Centre Qld 4500

Our Ref: MY:20200965  
Invoice No: 4410

30 November 2020

Brookes Family Super Bare Pty Ltd  
As trustee  
46 Finnie Road  
DEAGON QLD 4017

**TAX INVOICE**

**Memorandum of Costs and Disbursements  
Brookes Family Super Bare Pty Ltd Purchase From Andrews  
48 Finnie Road, Deagon QLD 4017**

**Professional Fees**

Details
To our professional costs of and incidental to receipt of your instructions to act on your behalf as Buyers; to receipt and perusal of Contract of Sale; to the provision of review and advice on the contract terms; to correspondence with all parties; to arranging and attending at settlement; to due care and consideration

**Disbursements:**

Description
Water Meter reading - QUU
QLD Plan
QLD Land Tax Certificate
Queensland Property Enquiry Service Fee
ASIC Company Extract

Amount	+ GST	- Payments Received	= Balance Due
\$ 1156.11	\$ 108.89	\$ 1265.00	\$ 0.00

With Compliments  
A.L.F Lawyers

Jami Sorbello  
E. & O.E.

\$500 paid by Finnie Rd as below. Rest paid by Allen (\$765.00) to be taken up as member concessional

Unit 21 – “Strathpine Central”, 357 Gympie Road Strathpine Qld 4500  
ABN 41 604 760 983

**We Work For You Because We Care**

## **Bill notices (LPAW 2007)**

### **Legal Cost Dispute**

If you dispute our legal costs you may -

- Contact A.L.F. Lawyers to discuss your concerns with us;
- Request an itemised bill;
- Apply for a costs assessment within 12 months of delivery of a bill or request for payment
- Apply to set aside the costs agreement within six years or other time period as the law permits

### **Interest Payable**

The current interest rate charged on unpaid bills is at the rate that is equal to the Cash Rate Target as defined by the Regulations to the Act, plus two percentage points as at the date of this bill.

### **Other Information**

For more information about your rights, please read the facts sheet title "Legal Costs - your right to know"

You can ask us for a copy, or obtain it from the Queensland Law Society or download it from their website at [www.qls.com.au](http://www.qls.com.au)

**A.L.F Lawyers**  
Unit 21 – "Strathpine Central",  
357 Gympie Road, Strathpine Qld 4500  
Tel: (07) 3088 6161 Fax: (07) 3419 3351

Paid by Finnie Rd Property Pty  
Ltd. Taken as SG for Allan.

### LAW PRACTICE TRUST ACCOUNT RECEIPT

Date: 11/09/2020 Receipt No: 1394  
Prepared by: Chantal Bush Prepared on: 11/09/2020  
Date printed: 12/09/2020  
Received from: Brookes Family Super Bare Pty Ltd Paid by: Electronic Funds Transfer  
Being for: Part payment of costs Drawer:  
Amount: Five Hundred Dollars and 00 Cents. (\*\*\*\*\*500.00)

Allocated as follows:

Matter No:	Person Acting	Client/Matter Details	Reason	Matter Amount
20200965	MY	Brookes Family Super Bare Pty Ltd Brookes Family Super Bare Pty Ltd Purchase From Andrews	Part payment of costs	\$500.00

Received with thanks  
**A.L.F LAWYERS**

Per: .....

Prepared by Chantal Bush on 11/09/2020

**A.L.F Lawyers**  
Unit 21 – "Strathpine Central",  
357 Gympie Road, Strathpine Qld 4500  
Tel: (07) 3088 6161 Fax: (07) 3419 3351

### LAW PRACTICE TRUST ACCOUNT RECEIPT - Copy

Date: 11/09/2020 Receipt No: 1394  
Prepared by: Chantal Bush Prepared on: 11/09/2020  
Date printed: 12/09/2020  
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20200965	MY	Brookes Family Super Bare Pty Ltd Brookes Family Super Bare Pty Ltd Purchase From Andrews	Part payment of costs	\$500.00

Received with thanks  
**A.L.F LAWYERS**

Per: .....

Prepared by Chantal Bush on 11/09/2020

**SETTLEMENT STATEMENT**  
**Prepared by ALF LAWYERS**

Purchaser / Buyer      BROOKES FAMILY SUPER BARE P/L  
Vendor / Seller          ANDREWS  
Property                    48 Finnie Road, DEAGON QLD 4017  
Settlement Date         04/11/2020  
Adjustment Date        04/11/2020  
Settlement Time         2.15pm  
Settlement Place        SAI Global

<b>Book Value</b>	
Purchase price	550,000.00
Legal fees	1,265.00
Stamp duty	17,810.37
Fence	3,630.94
	<b>572,706.31</b>

Contract / Purchase Price (inc GST & any other consideration)

\$550,000.00

Less Deposit

\$1,000.00

Less Sellers release fee

\$195.00

Add Rates

Rates paid (04/11/2020 to 31/12/2020)

57 / 92 x \$308.85

(buyer's portion)

\$191.35

Add Water and Sewerage access charges

Rates paid (04/11/2020 to 31/12/2020)

57 / 92 x \$193.08

(buyer's portion)

\$119.63

Less Bank cheques

\$10.00

Less Water usage (29/08/2020 - 04/11/2020)

\$148.64

Totals

\$1,353.64

\$550,310.98

**Total Amount Allowed by Purchaser**

**\$550,310.98**

**Less Amount Payable by Vendor**

**\$1,353.64**

**Amount due on Settlement**

**\$548,957.34**

**FUNDS REQUIRED FOR SETTLEMENT**

Plus amount due on Settlement	\$548,957.34
Plus ALF Lawyers (less \$500.00 in trust)	\$ 1,265.00
Plus settlement agent fee	\$ 46.00
Plus Stamp duty (incl interest to 05/11)	\$ 17,810.37
Less advance from Liberty (less \$15.00/cheque)	\$382,320.10

**CHEQUE DIRECTIONS**

1. Brisbane City Council	\$308.85
2. Queensland Urban Utilities	\$179.49
3. Australia and New Zealand Banking Group Limited	\$2,733.50
4. Jim McKeering Real Estate	\$14,125.00
5. BankWest	\$531,610.50
<b>Total</b>	<b>\$548,957.34</b>





DLX\_Mail\_Chp\_Returns\_Seal\_U7\_013RTC\_AU\_A/000040/000080/

**Section A: Receiving fund's details** - please state information below, if known.

**Australian business number (ABN):**25887855205      **Unique Superannuation identifier (USI):**

**Name:**BROOKES SUPERANNUATION FUND      **Member client identifier:**A BROOKES

**Postal address – Street address:**46 Finnie Rd

**Suburb/town/locality:**DEAGON      **State/territory:**QLD      **Postcode:**4017

**Section B: Members's details** - please state information below, if known.

**Tax file number (TFN):**181293399

**Full name:**

**Title:**Mr      **Family name:**Brookes

**First given name:**Allan      **Other given names:**

**Postal address – Street address:**46 Finnie Road

**Suburb/town/locality:**DEAGON      **State/territory:**QLD      **Postcode:**4017

**Date of birth:**08/06/1964      **Sex:**Male

**Daytime phone number (include area code):**0403866999      **Email address (if applicable):**  
allan\_brookes@outlook.com

**Section C: Rollover transaction details**

**Service period start date:**09/01/1993

<b>Tax components:</b>		<b>Preservation amounts:</b>	
<b>Tax-free component:</b>	\$ 66,044.92	<b>Preserved amount:</b>	\$ 242,485.06
<b>KiwiSaver tax-free component:</b>	\$ 0.00	<b>KiwiSaver preserved amount:</b>	\$ 0.00
<b>Taxable component:</b>		<b>Restricted non-preserved amount:</b>	\$ 0.00
<b>Element taxed in the fund:</b>	\$ 176,607.81	<b>Unrestricted non-preserved amount:</b>	\$ 167.67
<b>Element untaxed in the fund:</b>	\$ 0.00	<b>Total preservation amounts:</b>	\$ 242,652.73
<b>Total Tax components:</b>	\$ 242,652.73		

**Section D: Non-complying fund** - only complete if you're a trustee of a non-complying fund.

**Contributions made to a non-complying fund on or after 10 May 2006**

**Section E: Declaration**

**Fund's ABN:**98 503 137 921      **Fund's name:**Sunsuper

**Contact name:**Steve Davidson      **Email address (if applicable):**

**Daytime phone number (including area code):**13 11 84

**Signature of authorised person:**  
*Steve Davidson*      **Date:**19/10/2020

You do not need to send a copy of this statement to the Australian Taxation Office, however, you must keep a copy for your records for a period of five years.



## Rental Property Statement

Client Name: Brookes Superannuation Fund

Client Code: BROO004

Period Ended: 30 June 2021

Partner: Mark/Stuart

Accountant: Jay

Rental Property Address: 48 Finnie Road, Deagon 4017

Month	Gross Rent	Council Rates	Decline In Value	Div 43 Allowance	Agent Fees	Insurance	Repairs and Maintenance	Water	Net Rent
Annual	17,160.00	1,492.65	166.09	66.00	1,098.24	1,486.97	2,469.79	856.66	9,523.60
<b>TOTAL</b>	<b>\$17,160.00</b>	<b>\$1,492.65</b>	<b>\$166.09</b>	<b>\$66.00</b>	<b>\$1,098.24</b>	<b>\$1,486.97</b>	<b>\$2,469.79</b>	<b>\$856.66</b>	<b>\$9,523.60</b>
BGL Code	280 / 001	420	334 / 001	335 / 001	350	380	430		

# Financial Year Statement

**Statement period**

From: 1 July 2020

To: 30 June 2021

MR. ALLAN BROOKES  
46 FINNIE RD  
DEAGON QLD 4017

**Property**

48 Finnie Rd, Deagon QLD

Details	GST	Expense	Income
Rent *			\$17,160.00
Management Fee	\$99.84	\$1,098.24	
	\$99.84	\$1,098.24	\$17,160.00

**Net Position at End of Period****\$16,061.76**

\* Total rent deduction(s) of \$0.00 applied during the statement period.  
NOTE: Includes rent deduction(s) and removal of rent deductions.



BRISBANE CITY COUNCIL ABN 72 002 765 795

# Rate Account

Dedicated to a better Brisbane

**Property Location:** 48 FINNIE RD  
DEAGON

**Issue Date** 18 Nov 2020

BROOKES SUPER BARE TRUST  
C/- BROOKES FAMILY SUPER BARE PTY LTD.  
AS TRUSTEE  
46 FINNIE RD  
DEAGON QLD 4017

*paid  
24/12/20*

Account number  
**5000 0000 1749 356**

Bill number  
**5000 1038 5711 237**

## Enquiries

(07) 3403 8888

**24 hours 7 days**

**Account Period**  
1 Oct 2020 - 31 Dec 2020

## TAX INVOICE

Total GST on this Tax Invoice  
\$17.75



Make a statement.  
**Go paperless!**

Switch to paperless billing  
and access your rates notice  
anytime, anywhere.

You can also opt-in for a  
free SMS reminder of your  
bill's due date.

Visit  
[brisbane.qld.gov.au/rates](http://brisbane.qld.gov.au/rates)  
to sign up and help keep  
Brisbane clean, green  
and sustainable.



*The rates and charges set out in this notice are levied by the service of  
this notice and are due and payable within 30 days of the issue date.  
Full payment by the Due Date includes Discount and/or Rounding  
(where applicable).*

*Compounding interest of 8.53% per annum will accrue daily on any  
amount owing immediately after this date.*

### Nett Amount Payable

**\$264.65**

### Due Date

**18 December 2020**

## Summary of Charges

Opening Balance	409.45 CR
Brisbane City Council Rates & Charges	433.76
Brisbane City Council Miscellaneous Charges	195.20
Special Covid-19 Rebate	5.78 CR
State Government Charges	56.50
<b>Gross Amount</b>	<b>270.23</b>
<b>Discount and/or Rounding (where applicable)</b>	<b>5.58 CR</b>
<b>Nett Amount Payable</b>	<b>264.65</b>

**If mailing your payment please tear off this slip and return with payment. Please do not staple this slip.  
See reverse for payment methods.**

Pay in person at any Post Office



\* 439 500010385711237

BROOKES SUPER BARE TRUST

**Due Date**

**18 Dec 2020**



Billers Code : 78550  
Ref : 5000 0000 1749 356

**50**

**Gross Amount**

**\$270.23**

**Nett Amount**

**\$264.65**



# Rate Account

**Property Location** 48 FINNIE RD  
DEAGON  
**Issue Date** 8 Jan 2021

Dedicated to a better Brisbane

Bill number  
**5000 1038 9066 931**

---

Bill number including donation  
**5800 1038 9066 931**



P006BCCRA513\_A4MA01/E-2576/S-5158/I-10315

BROOKES SUPER BARE TRUST  
C/- BROOKES FAMILY SUPER BARE PTY LTD  
AS TRUSTEE  
46 FINNIE RD  
DEAGON QLD 4017

**Enquiries**  
(07) 3403 8888  
**24 hours 7 days**

Account Period  
1 Jan 2021 - 31 Mar 2021

## Donate to the Lord Mayor's Charitable Trust to help those in need

You can make a \$15 donation to the Lord Mayor's Charitable Trust to support Brisbane's grass-roots charities.

Donations are tax deductible and can be made through your preferred rates payment method. A separate receipt will be issued by Council.

For more about the work of the Trust visit [lmct.org.au](http://lmct.org.au)

Council is fundraising for the Lord Mayor's Charitable Trust, a registered charity under the *Collections Act 1966*.



LORD MAYOR'S CHARITABLE TRUST

*The rates and charges set out in this notice are levied by the service of this notice and are due and payable within 30 days of the issue date.*  
**Full payment by the Due Date includes Discount and/or Rounding (where applicable).**

*Compounding interest of 8.53% per annum will accrue daily on any amount owing immediately after this date.*

**Nett Amount Payable**

**\$496.25**

**Due Date**

**8 Feb 2021**

### Summary of Charges

Opening Balance	0.08
Brisbane City Council Rates & Charges	468.94
Kingsford Smith Drive Savings Rebate	29.24 CR
State Government Charges	56.50
<b>Gross Amount</b>	<b>496.28</b>
<b>Discount and/or Rounding (where applicable)</b>	<b>0.03 CR</b>
<b>Nett Amount Payable</b>	<b>496.25</b>
<b>Optional Lord Mayor's Charitable Trust donation received by the Due Date</b>	<b>511.25</b>

If mailing your payment please tear off this slip and return with payment. Please do not pin or staple this slip. See reverse for payment methods.

Including Lord Mayor's Charitable Trust \$15 donation



\*439 580010389066931



Billor Code: 319186  
Ref: 5800 0000 1749 356  
Amt: \$511.25 by 8 Feb 2021

Excluding Lord Mayor's Charitable Trust \$15 donation



\*439 500010389066931



Billor Code: 78550  
Ref: 5000 0000 1749 356  
Amt: \$496.25 by 8 Feb 2021

Pay using your smartphone



BROOKES SUPER BARE TRUST

**Due Date**

**8 Feb 2021**

**50**

**Gross Amount**

**\$496.28**

**Nett Amount**

**\$496.25**



# Rate Account

Property Location 48 FINNIE RD  
DEAGON  
Issue Date 9 Apr 2021

Bill number  
**5000 1039 4303 383**  
Bill number including donation  
**5800 1039 4303 383**

Dedicated to a better Brisbane



P097BCCRA967\_A4MA01/E-223/S-446/I-891

BROOKES SUPER BARE TRUST  
C/- BROOKES FAMILY SUPER BARE PTY LTD  
AS TRUSTEE  
46 FINNIE RD  
DEAGON QLD 4017

Enquiries  
(07) 3403 8888  
24 hours 7 days

Account Period  
1 Apr 2021 - 30 Jun 2021

## Donate to the Lord Mayor's Charitable Trust to help those in need

You can make a \$15 donation to the Lord Mayor's Charitable Trust to support Brisbane's grass-roots charities.

Donations are tax deductible and can be made through your preferred rates payment method. A separate receipt will be issued by Council.

For more about the work of the Trust visit [lmct.org.au](http://lmct.org.au)

Council is fundraising for the Lord Mayor's Charitable Trust, a registered charity under the *Collections Act 1966*.



LORD MAYOR'S CHARITABLE TRUST

The rates and charges set out in this notice are levied by the service of this notice and are due and payable within 30 days of the issue date. **Full payment by the Due Date includes Discount and/or Rounding (where applicable).**

Compounding interest of 8.53% per annum will accrue daily on any amount owing immediately after this date.

### Nett Amount Payable

**\$525.40**

### Due Date

**10 May 2021**

### Summary of Charges

Opening Balance	0.00
Brisbane City Council Rates & Charges	468.94
State Government Charges	56.50

*Handwritten note:* Paid 15/04/21

<b>Gross Amount</b>	525.44
<b>Discount and/or Rounding (where applicable)</b>	0.04 CR
<b>Nett Amount Payable</b>	525.40
<b>Optional Lord Mayor's Charitable Trust donation received by the Due Date</b>	<b>540.40</b>

If mailing your payment please tear off this slip and return with payment. Please do not pin or staple this slip. See reverse for payment methods.

Including Lord Mayor's Charitable Trust \$15 donation



\*439 580010394303383



Billor Code: 319186  
Ref: 5800 0000 1749 356  
Amt: \$540.40 by 10 May 2021

Excluding Lord Mayor's Charitable Trust \$15 donation



\*439 500010394303383



Billor Code: 78550  
Ref: 5000 0000 1749 356  
Amt: \$525.40 by 10 May 2021

Pay using your smartphone



BROOKES SUPER BARE TRUST

Due Date	50	Gross Amount	Nett Amount
<b>10 May 2021</b>		<b>\$525.44</b>	<b>\$525.40</b>

**Water and Sewerage  
Quarterly Account**

*paid 5/1/21.*



QUUR94\_A4A01/E-12030/S-12517/I-25033/036  
BROOKES FAMILY SUPER BARE PTY LTD  
C/-BROOKES SUPER BARE TRUST  
46 FINNIE RD  
DEAGON QLD 4017

Customer reference number	10 1098 8477 0000 4
Bill number	1098 8477 2
Date issued	31/12/2020
<b>Total due</b>	<b>\$354.69</b>
<b>Current charges due date</b>	<b>13/02/2021</b>

**Property Location:** 48 FINNIE ROAD  
DEAGON 4017

**Your water usage**

Water usage (kL)	40
Days charged	81

**Average daily water usage (litres)**

Current period	0
Same period last year	0

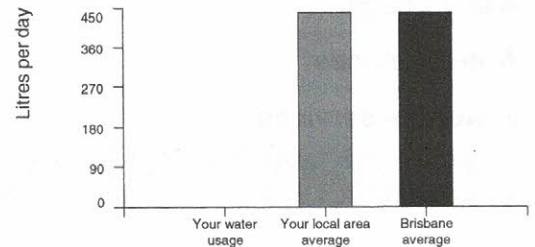
**Account Summary** Period 29/08/2020 - 17/11/2020

**Your Current Account**

Balance \$0.00  
Current Charges \$354.69

**Total Due \$354.69**

*If full payment is not received by the due date, a compounding interest of 11% per annum will accrue daily on any amount owing.*



**Did you know it can take up to 13L of water to make a single A4 sheet of paper?\***

Reduce paper and water waste and stay on top of your bills by switching to eBilling now.

\*Source: Water Footprint Network



SCAN ME

**Payment options**

- Direct debit**  
To arrange automatic payment from your bank account, visit [www.urbanutilities.com.au/directdebit](http://www.urbanutilities.com.au/directdebit)
- Telephone and internet banking – BPAY®**  
Contact your bank or financial institution to make this payment from your cheque, savings, credit card, debit or transaction account.  
BPAY View® View and pay this bill using internet banking. More info: [www.bpay.com.au](http://www.bpay.com.au)  
® Registered to BPAY Pty Ltd ABN 69 079 137 518
- Internet**  
Pay your account online using MasterCard or Visa credit card at [www.urbanutilities.com.au/creditcard](http://www.urbanutilities.com.au/creditcard)  
Payment by credit card will incur a 0.51% surcharge. We accept Mastercard or Visa credit cards.

**By phone**  
Call 1300 123 141 to pay your account using your MasterCard or Visa card\*.

**Mail**  
Tear off this slip and return with your cheque payment to Queensland Urban Utilities PO Box 963, Parramatta, NSW 2124

**In person**  
Pay in person at Australia Post with cash, cheque, money order, debit card or any branch of the Commonwealth Bank with cash or cheque.

**By Mobile** - Download the free Sniip® mobile app, create your account and scan the circular QR code over the page to pay. Sniip payments can be used with Visa and MasterCard cards\*. Sniip is not available for iPads or tablets.

Amount paid

Date paid

Receipt number

**Water and Sewerage  
Quarterly Account**



QUUR62\_A4A01/E-1345/S-1345/I-2689/036

**BROOKES FAMILY SUPER BARE PTY LTD**  
C/-BROOKES SUPER BARE TRUST  
46 FINNIE RD  
DEAGON QLD 4017

Customer reference number	10 1098 8477 0000 4
Bill number	1098 8477 3
Date issued	18/03/2021
<b>Total due</b>	<b>\$180.73</b>
<b>Current charges due date</b>	<b>19/04/2021</b>

**Property Location:** 48 FINNIE ROAD  
DEAGON 4017

**Your water usage**

Water usage (kL)	46
Days charged	105

**Average daily water usage (litres)**

Current period	438
Same period last year	0

**Account Summary** Period 18/11/2020 - 02/03/2021

**Your Last Account**

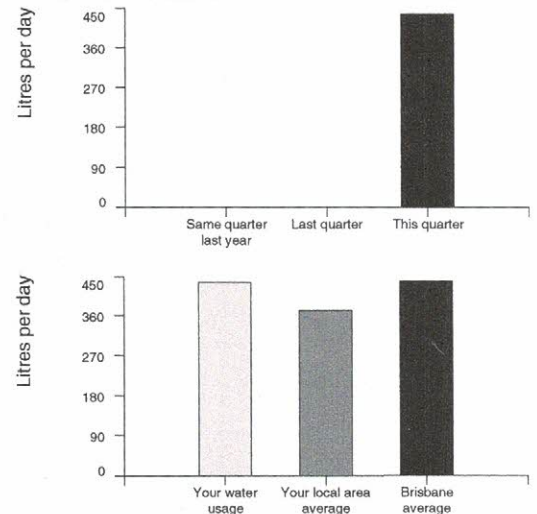
Amount Billed	\$354.69
Amount Paid	\$354.69CR

**Your Current Account**

Balance	\$0.00
Current Charges	\$180.73

**Total Due** **\$180.73**

*If full payment is not received by the due date, a compounding interest of up to 8.53% per annum will accrue daily on any amount owing.*



**Updated prices apply from 1 January 2021**

Last year, we froze our prices for six months due to COVID-19, so FY21 prices now apply.

**Sign up to contactless billing for your chance to win \$1000 off your water and sewerage bills.**

\*Terms and conditions apply. For more, visit [urbanutilities.com.au/ebill](http://urbanutilities.com.au/ebill)



**Payment options**

**Direct debit**  
To arrange automatic payment from your bank account, visit [www.urbanutilities.com.au/directdebit](http://www.urbanutilities.com.au/directdebit)

**Telephone and internet banking - BPAY®**  
Contact your bank or financial institution to make this payment from your cheque, savings, credit card, debit or transaction account.  
**BPAY View®** View and pay this bill using internet banking. More info: [www.bpay.com.au](http://www.bpay.com.au)  
® Registered to BPAY Pty Ltd ABN 69 079 137 518

**Internet**  
Pay your account online using MasterCard or Visa credit card at [www.urbanutilities.com.au/creditcard](http://www.urbanutilities.com.au/creditcard)  
Payment by credit card will incur a 0.51% surcharge. We accept Mastercard or Visa credit cards.

**By phone**  
Call 1300 123 141 to pay your account using your MasterCard or Visa card\*.

**Mail**  
Tear off this slip and return with your cheque payment to Queensland Urban Utilities PO Box 963, Parramatta, NSW 2124

**In person**  
Pay in person at Australia Post with cash, cheque, money order, debit card or any branch of the Commonwealth Bank with cash or cheque.

**By Mobile** - Download the free Sniip® mobile app, create your account and scan the circular QR code over the page to pay. Sniip payments can be used with Visa and MasterCard cards\*. Sniip is not available for iPads or tablets.

Amount paid

Date paid

Receipt number





Paid by Finnie Rd Pty Ltd. Take up as SG for Allan.

14 September 2020

Company Secretary  
Brookes Family Superannuation Fund  
46 Finnie Rd  
DEAGON QLD 4017



## Your insurance

Policy number

**W5-S037338-LLP**

Risk address

**48 Finnie Rd  
Deagon QLD 4017**

Period of Insurance

**14 September 2020 to 4pm on 14  
September 2021**

## Certificate of Currency

We are pleased to confirm insurance for Brookes Family Superannuation Fund. The period of insurance is effective from 14 September 2020 and expires at 4pm on 14 September 2021.

### Details

**Client:** Brookes Family Superannuation Fund  
**Insured:** Brookes Family Superannuation Fund  
**Policy number:** W5-S037338-LLP  
**Type of cover:** Landlord Insurance  
Quality Care  
**Risk address:** 48 Finnie Rd, Deagon QLD 4017  
**Sum insured:** \$300,000 Building  
**Interested parties:** Liberty Funding Pty Ltd

### This insurance is provided by:

Westpac Landlord Insurance is issued by Westpac General Insurance Limited  
ABN 99 003 719 319


### Any questions?

Please call Westpac on **1300 650 255**. We'll be happy to help you.


Kind regards,

Peter Dennis  
**Head of Product & Underwriting - General Insurance**

g 2020 to 16 Sep 2020

g 54 transactions for the last 30 days 

Export as

Spreadsheet (CSV-comma separated values) 

 **Export**

Page 1 of 3

< **1** 2 3 >



Transaction details

Debit

Credit

**Balance\***

1W5172822012020260 GENERAL INS HOME  
AUTOMATIC DRAWING

- \$1,069.93

+ \$178.84

Building insurance  
paid by Finnie Rd



# Policy Schedule

## Landlord Preferred Policy

Paid by Allan Brookes.

# PAID

December 2020

Brookes Family Trust SMSF  
46 Finnie Road  
DEAGON QLD 4017

**POLICY NUMBER:** TS1773153LPP

**AMOUNT DUE:** \$ 0.00

### Insured: Brookes Family Trust SMSF

**Insured Address:** 48 Finnie Road, DEAGON QLD 4017

#### Premium Type

New Business

#### Period of Insurance

04/12/2020 until 4.00pm 04/12/2021

#### Managing Agent

Belle Property Cashmere

#### Property Details

The land size is less than 2 acres.

#### Sum Insured

Contents/Building	\$60,000
Liability to Other	\$20,000,000
Weekly rent	Up to \$1,000

#### Excess per claim

Loss of rent	\$0
Add. benefits in Sect 1, Liability and Tax audit	\$0
Tenant damage	\$500
Scorching or pet damage	\$250
Earthquake or Tsunami	\$200
Other claims	\$100

**Annual Premium** **\$417.04**

Includes GST of \$34.78 and Stamp Duty of \$34.43 and ESL of \$0.00

**Includes: Online Discount**

*If the information shown is incorrect, please call to advise us.*

**Insurer:** AAI Limited ABN 48 005 297 807 AFSL 230859

#### Special Conditions

This document will be a tax invoice for GST when you make payment

**Please turn over for important policy information**

**Payment Slip for: Brookes Family Trust SMSF - 48 Finnie Road, DEAGON QLD 4017**

#### Amount Payable

\$0.00

#### Due Date

03/01/2021

#### Policy Number

TS1773153LPP

#### Payment Reference No

717731533

#### Payment Options



By Phone: call us on 1800 804 016, with your Visa or Mastercard, using the Payment Reference No.



**Billers Code: 63461**

**Ref: 717731533**



#### Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. To use the **QR code**, use the reader within your mobile banking app.  
More info: [www.bpay.com.au](http://www.bpay.com.au)

# DINGO FORCE

ABN: 69 766 730 178

71 Adams St, Deagon Qld 4017

**Mobile: 0411 878 797**

## TAX INVOICE

4973

Please Pay on this invoice  
No. Statement Issued

CUSTOMER: ALLAN BROOKS

DATE: 19/11/20

ADDRESS: 48 FINNIE RD  
DEAGON

ORDER NO: \_\_\_\_\_

MACHINE	ATTACHMENTS	START	FINISH	TRAVEL	LUNCH/ DOWN TIME	TOTAL HRS	AMOUNT
DITCHWITCH TIPPER		7	10	—	—	3	315 00
	BUCKET						
	POST HOLE BORER						
TIP LOCATION	CUSTOMER SIGNATURE					TIP FEE	
	SUNCORP					SUBTOTAL	315 00
AMT PAID \$	NAME ON CHEQUE:					G.S.T.	31 50
	BSB: 484 799 A/C: 051 349 201 STRICTLY 7 DAYS					TOTAL	346 50
POSTAL ADDRESS:							

I hereby agree that the said works are carried out at Customers own risk and further agree to indemnify the proprietors of Dingo Force, their servants or agents in respect of any damage caused to any person or property as a result the carrying out the said works and the said proprietors servants and agents shall be in no way responsible for the resultant damage.

DATE: \_\_\_\_\_

CUSTOMER SIGNATURE: \_\_\_\_\_

WITNESS SIGNATURE: \_\_\_\_\_

*M. Smeman*

# NORTHSIDE

## TREE SERVICES

ABN: 75 624 537 275

Steve Kirby  
 1981 Gympie Road, Bald Hills Q 4036  
 Ph: (07) 3261 1476 / Mobile: 0409 587 721  
 Email: northsidetreeservices@bigpond.com  
 Web: http://northsidetreeservice.com.au



QUOTE No. 2434

Order No. ....

Date: 13/11/20

"Servicing the Northside for over 30 years"

### Full Public Liability Insurance

TO: Brookes family trust Pty LTD BSB 484 799  
 48 Finnie RD AC 167661754  
 Deagon 0403866999  
 INVX 2010

JOB DESCRIPTION	COST
TO Remove + Grind small Tea Tree LHS rear-	
TO pull out all Grasses LHS including ones in Garden-	
TO Remove + Grind all Trees in Garden LHS rear LEAVING wavy curl over shed-	
TO Remove + Poison chinese Elms in rear LHS (Leave All Lilly Pillies across) (Rear boundary)	
*Owner to move Rocks from Garden. *Leave Grasses to side for owner to dump, Dispose of all other debris	
Signed <i>[Signature]</i>	SUB TOTAL
Quote is valid for 30 days	GST
	TOTAL \$440

Thank you for the opportunity!



52 Zillmere Road  
 Boondall QLD 4034  
 PO Box 368  
 Sandgate QLD 4017

Tel. 07 3634 0200  
 hewitttradeservices.com.au

ABN 41 111 344 515  
 ABN 58 637 030 132  
 ABN 33 637 051 597  
 Licence # 66942  
 QBCC 15161830  
 QBCC 15161831

PLEASE PAY BY	AMOUNT	INVOICE DATE
10/12/2020	\$0.00	03/12/2020

Brookes Family Trust SMSF  
 50 Finnie Street  
 DEAGON QLD

## RECEIPT NO. 17327

<b>Job No.:</b>	15728
<b>Site:</b>	48 Finnie Street Deagon
<b>Site Contact:</b>	Allan Brooks
<b>Site Mobile:</b>	0403 866 999
<b>Order No.:</b>	
<b>Job Name:</b>	

### Description

\* INVOICE FOR QUOTED WORKS \*

- Bedroom - supply and installation of 1 x 2.0kW Daikin Cora inverter reverse cycle split system air conditioner, low-set back to back installation with the outdoor unit to be mounted on the ground below.

**Total: \$1,680.00 including GST**

- Inspect and replaced 1 x fault light that is was not turn
- Replace 2 x customer supplied remote control ceiling f
- Replace 1 x double power point.

**Total: Hourly rate + materials**

Subtotal: \$1,945.15 including GST  
 Less: \$280.00 family/friend discount

**GRAND TOTAL: \$1,665.15 including GST**

Air Con \$1,680.00 - discount \$280 = \$1,400  
 Elec repair \$265.15

Item	Quantity	Unit Price	Total
2.0KW Daikin Cora (FTXV20UVMA) Supply and Install	1.00	\$1,680.00	\$1,680.00
Cora Standard 2.0kW Materials & Consumables	1.00	\$0.00	\$0.00
Double powerpoint	1.00	\$23.65	\$23.65
16W LED Oyster light	1.00	\$61.50	\$61.50
Family/Friend discount	1.00	\$-280.00	\$-280.00
Electrician - Tradesman	1.50 hrs	\$120.00	\$180.00

### Asset Register - Split System Air Conditioner

Make	Model Number - Indoor	Serial Number - Indoor	Model Number - Outdoor	Serial Number - Outdoor	Room	Install Date
Daikin	FTXV20UVMA	E002612	RXV20UVMA	E002322		03/12/2020

ABN 81 419 829 091

From:

T. J. Stringer.

PO Box 196

Sandgate Queensland. 4017

Australia.

Tel: 07 38692939 Mob: 0428 844887

email: tjstringer@hotmail.com

QUOTE NUMBER	n/a
INVOICE DATE	19-Feb-21
YOUR REFERENCE	ABSF01

To: The Brookes Family Trust Superannuation Fund  
 46 Finnie Road  
 Deagon  
 Qld, 4017

Goods Services Tax: 10.00%

ITEM	DESCRIPTION		AMOUNT
1	Supply, trimming to size, painting and fitting two damaged doors. As well: repaired back door handle, repaired bathroom door-stop, Supplied and fitted door stop to front bedroom door.  Price includes all materials (hinges, screws, paint, door furniture)  Materials: Doors, fixings, paint, hinges, handle set and door stop.		
Work carried out at 48 Finnie Road, Deagon, Qld., 4017.		SUBTOTAL	\$360.00
		TAX (10%)	\$36.00
		Materials	\$0.00
			\$396.00

**Bank Details**

Bank	Commonwealth Bank, Sandgate
Branch Number	064 124
Account Name	TJ and LM Stringer
Account Number	064-175 10055507
Bank Address	Commonwealth Bank, Brighton Tce, Sandgate,

PLEASE PAY THIS AMOUNT
---------------------------



52 Zillmere Road  
 Boondall QLD 4034  
 PO Box 368  
 Sandgate QLD 4017

Tel. 07 3634 0200  
 hewitttradeservices.com.au

ABN 41 111 344 515  
 ABN 58 637 030 132  
 ABN 33 637 051 597  
 Licence # 66942  
 QBCC 15161830  
 QBCC 15161831

PLEASE PAY BY	AMOUNT	INVOICE DATE
<b>29/03/2021</b>	<b>\$237.90</b>	<b>22/03/2021</b>

Allan Brookes  
 46 Finnie Road  
 DEAGON QLD 4017

## TAX INVOICE NO. 18836

**Job No.:** 17100  
**Site:** 48 Finnie Road Deagon  
**Site Contact:** Allan Brookes  
**Site Mobile:** 0403 866 999  
**Order No.:**  
**Job Name:**

### Description

Job date: 22/03/2021

Attended site to carry out various works as listed below:

- Swapped over 1 x double power point;
- Fix light switch and power point that was loose on the wall;
- Inspected the exhaust fan in kitchen. The roof seal is leaking water when it rains. The technician has recommended not using until it has dried out. It is also recommended to have a roofing plumber inspect and repair the roof.
- Replaced 1 x oven isolator switch mechanism; and
- Inspected the air conditioning, our technician has recommended to have 3 x major services completed.

Item	Quantity	Unit Price	Total
• Call Out Fee (Electrical/HVAC)	1.00	\$80.00	\$80.00
Double powerpoint	1.00	\$23.65	\$23.65
Oven switch mechanism	1.00	\$43.72	\$43.72
Family/Friend discount	1.00	\$-59.47	\$-59.47
Electrician - Tradesman	1.25 hrs	\$120.00	\$150.00

<b>Total</b>	\$237.90
<b>Incl. GST of</b>	\$21.63
<b>Amount Applied</b>	\$0.00
<b>Balance Due</b>	\$237.90



PLEASE PAY BY	AMOUNT	INVOICE DATE
<b>06/04/2021</b>	<b>\$0.00</b>	<b>06/04/2021</b>

Brookes Family Super Bare Fund  
46 Finnie Road  
DEAGON QLD 4017

## RECEIPT NO. 19030

**Job No.:** 17193  
**Site:** 48 Finnie Road Deagon  
**Site Contact:** Allan Brookes  
**Site Mobile:** 0403 866 999  
**Order No.:**  
**Job Name:**

### Description

Attend property to carry out major hydro-cell service of 3 x split system air conditioners.

Major service completed:

- Checked and tested the air conditioning units in all modes and settings;
- Checked and tested all compressors, fan motors, gas charge, louvres, controllers, electrical, PCB's, etc.;
- Cleaned all filters, louvres, covers, grills, fan deck, etc.; and
- Checked the drain's operation and clean as necessary.

The units are running well with no faults.

Item	Quantity
Major Hydro Cell service of split system air conditioner (1st unit)	1.00
Major Hydro Cell service of split system air conditioner (additional units)	2.00

<b>Total</b>	\$500.00
<b>Incl. GST of</b>	\$45.45
<b>Amount Applied</b>	\$500.00
<b>Balance Due</b>	\$0.00

### How To Pay



#### Mail

Detach this section and mail cheque to:

**Hewitt Trade Services**  
PO Box 368  
Sandgate QLD 4017



#### Credit Card (MasterCard or Visa)

Please call 07 3634 0200 to pay over the phone.



#### Direct Deposit

Bank **Westpac**  
Acc. Name **Hewitt Trade Services**  
BSB **034 640**  
Acc. No. **391914**

INVOICE NO. 19030

**DUE DATE:** 06/04/2021 **AMOUNT DUE:** \$0.00

SOLD TO:  
 ALLAN BROOKES  
 48 FINNIE RD  
 DEAGON QLD 4017  
 ALLAN\_BROOKES@OUTLOOK.COM  
 0403 866 999

INV for new fence

SHIP TO:  
 ALLAN BROOKES  
 48 FINNIE RD  
 DEAGON QLD 4017  
 07 3881 0922

SALES PERSON BRIAN MCFARLAND	ORDER REFERENCE COLORBOND	PAYMENT TERMS COD	PACKAGING STANDARD	ESTIMATED SHIP DATE 16/11/2020
---------------------------------	------------------------------	----------------------	-----------------------	-----------------------------------

PRODUCT	DESCRIPTION		QUANTITY	PRICE EX GST	TOTAL EX GST
	CS2100DO COLOURSMART INFILL SHEET 2090m COLORBOND SAWTOOTH PROFILE DOMAIN	DOMAIN	45.00	18.39	827.55
	CS1800DO COLOURSMART INFILL SHEET 1790m COLORBOND SAWTOOTH PROFILE DOMAIN	DOMAIN	24.00	15.75	378.00
	CS2700DO COLORBOND CHANNEL POST 2700mm DOMAIN	DOMAIN	42.00	9.99	419.58
	CS4000DO COLOURSMART RAIL 2400mm DOMAIN	DOMAIN	54.00	8.87	478.98
	CS5500DO LATTICE INFILL 2390 x 300MM DOMAIN	DOMAIN	8.00	38.07	304.56
	HW5000PR SCREW TEK 10-16x16 PRIMROSE / DOMAIN	PRIMROSE / DOMAIN	330.00	0.11	36.30
	CS7200DO COLORBOND GATE STILE 2100mm DOMAIN	DOMAIN	4.00	98.52	394.08
	HW5100PR SCREW TEK 12-14x20 PRIMROSE GLOSS	PRIMROSE GLOSS	60.00	0.16	9.60
	HW5355 CAP PROFILE 50x50		2.00	1.40	2.80



HUGE RANGE  
IN STOCK

PRICE MATCH  
GUARANTEE



Oxworks can match a competitor's price obtained within the last 30 days on the basis that the stocked product quoted is of a comparable standard of quality with equal specifications. Conditions Apply. Ask in store for details.

PRODUCT	DESCRIPTION	QUANTITY	PRICE EX GST	TOTAL EX GST
	HW5360 CAP PROFILE 65x65x2.0-2.5	2.00	1.90	3.80
	HW9907DO COLORBOND DOUBLE GATE PACK	1.00	35.40	35.40
	SP5030PR 50x50 STEEL POST 3000mm PRIMROSE GLOSS	2.00	63.90	127.80
	SP6530PR 65x65 STEEL POST 3000mm PRIMROSE GLOSS	2.00	99.20	198.40
			NET AMOUNT	3,216.85
			PACKAGING & FREIGHT	84.00
			CREDIT CARD SURCHARGE	0.00
			COLOUR SURCHARGE	0.00
			GST AMOUNT	330.09
			<b>TOTAL INCLUDING GST</b>	<b>3,630.94</b>



**Payments**  
 Direct Deposit - BSB 084 402 Account 182 344 591 | Cash | EFTPOS | Visa / Mastercard only - a 1.5% surcharge applies | Sorry, No Cheques.

Please note when transfer funds for payment electronically we cannot release materials until monies have been recieved in our account  
 This may take up to 48 hours so please keep this in consideration when making a payment.

**Terms and Conditions**  
 All Transactions are subject to our Standard Terms and Conditions of Sale. To view, see <http://www.oxworks.com.au/terms-conditions>

**Returned Goods**  
 Stock Items only may be returned for credit within 21 days from date of delivery if they are in prime condition and original packaging, and will be subject to a handling fee of 15% or \$50, whichever is greater. Goods will not be accepted for credit after 21 days from delivery date. Custom Goods or Non Stocked Goods may not be returned for Credit

**Defects or Short Deliveries**  
 The Customer shall inspect the Goods upon delivery and will, within 48 hours, notify Oxworks of any defects or short deliveries. Should the Customer fail to notify Oxworks within the specified period then the Goods shall be deemed to be in compliance with the order and free from any defect whatsoever



**HUGE RANGE  
 IN STOCK**

**PRICE MATCH  
 GUARANTEE**



Oxworks can match a competitor's price obtained within the last 30 days on the basis that the stocked product quoted is of a comparable standard of quality with equal specifications. Conditions Apply. Ask in store for details.



**Australian Government**  
**Australian Taxation Office**

**Agent** HERRON ACCOUNTANTS  
**Client** THE TRUSTEE FOR BROOKES  
SUPERANNUATION FUND  
**ABN** 25 887 855 205  
**TFN** 639 352 146

## Income tax 002

---

<b>Date generated</b>	27/01/2022
<b>Overdue</b>	\$0.00
<b>Not yet due</b>	\$0.00
<b>Balance</b>	\$0.00

## Transactions

---

**0** results found - from **27 January 2020** to **27 January 2022** sorted by **processed date** ordered **newest to oldest**



**Australian Government**  
**Australian Taxation Office**

**Agent** HERRON ACCOUNTANTS  
**Client** THE TRUSTEE FOR BROOKES  
SUPERANNUATION FUND  
**ABN** 25 887 855 205  
**TFN** 639 352 146

## Activity statement 004

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<b>Date generated</b>	27/01/2022
<b>Overdue</b>	\$0.00
<b>Not yet due</b>	\$0.00
<b>Balance</b>	\$0.00

## Transactions

---

0 results found - from **27 January 2020** to **27 January 2022** sorted by **processed date** ordered **newest to oldest**



## Write Off Borrowing Costs

Client Name: Brookes Superannuation Fund      Period Ended: 30 June 2021  
 Client Code: BROO004      Accountant: Jay

Borrowing Costs to be written off over 5 years or the term of the loan, whichever, is the shorter

Loan purpose **Purchase of 48 Finnie Rd, Deagon**

Date loan commenced **04/11/2020**      No of Years **5**

End of First Financial Year **30/06/2021**

**Date                      Costs Incurred**

Borrowing cost	2,979.90
	2,979.90

Year	Amount to Write Off	Balance
2021	390.24	2,589.66
2022	595.98	1,993.68
2023	595.98	1,397.70
2024	595.98	801.72
2025	595.98	205.74
2026	205.74	-0.00

# Secure Funding Pty Ltd

ABN 25 081 982 872

Australian Credit Licence (ACL) 388133

## SuperCredit Loan Agreement and Guarantee Schedule

**\*The information in this Schedule is current as at 17 September 2020 (the disclosure date)\***

Borrowing cost

This document and the SuperCredit Loan Agreement and Guarantee Standard Terms and Conditions annexed to this schedule contains all the contract terms of *your* loan. These do not, however, contain all the information that we are required by law to give *you*. Please ensure *you* read and understand all the documents we provide.

FINANCIAL INFORMATION TABLE	
<b>CUSTOMER(S): Brookes Family Super Fund Pty Ltd ACN 643 200 800 As Trustee For The Brookes Superannuation Fund</b>	<b>Group Loan no: 3409088</b>
<b>Total Amount Of Credit</b>	<b>\$385,000.00</b>
<b>Amount of Credit</b>	<b>\$385,000.00 made up of:</b>
	– fees and charges included in the <i>amount of credit</i> (see below) \$2,679.90
	– <b>balance (payable to you or at your direction)</b> <b>\$382,320.10</b>
<b>Annual Percentage Rate</b>	At the <i>disclosure date</i> , the <i>annual percentage rate</i> is <b>5.10%</b> per annum and may differ from <i>your</i> actual rate depending on when the <i>settlement date</i> occurs. The <i>annual percentage rate</i> that applies to <i>your loan</i> is a variable rate and is <i>our interest rate</i> for similar variable rate loans.
<b>Loan Term</b>	30 years.
<b>Variable Rate Period</b>	The loan term.
<b>Principal And Interest Period</b>	The loan term or where there is an interest only period, the remainder of the loan term after expiry of the interest only period.

<p><b>Repayments</b></p>	<p>During the principal and interest period you must make 360 monthly principal and interest repayments of \$2,120.35 each.</p> <p>You must make 360 monthly principal and interest repayments over the loan term of 30 years as follows:</p> <ul style="list-style-type: none"> <li>• 359 repayments of \$2,120.35 each, and</li> <li>• a final repayment of \$2,120.35.</li> </ul> <p>The above figures and amounts are estimates which assume that timely payments will be made, that the <i>annual percentage rate</i> and fees and charges will not change after the <i>disclosure date</i> and that the <i>settlement date</i> is the <i>disclosure date</i>.</p> <p>The first repayment is due one calendar month after the <i>settlement date</i>, and after that, on the same date in each following month as the <i>settlement date</i>. If a particular month does not have that date, repayments are due on the last day of that month. For example, if the first repayment was due on 31 August, the next repayment would be due on 30 September.</p> <p>You must pay us the <i>total amount owing</i> on the <i>loan account</i> on the date the final repayment is due or, if you default, on the date it becomes due for payment under clause 8 of the Standard Terms and Conditions attached.</p>
<p><b>Total number of monthly repayments on all loans</b></p>	<p><b>360</b></p>



<b>SECURE FUNDING PTY LTD FEES AND CHARGES</b>	<b>Included in amount of credit</b>	<b>Payable by you</b>
These fees and charges are payable in connection with this loan agreement.		
<b>Payable to us:</b>		
Application Fee – payable on or before the <i>settlement date</i>	\$0.00	\$495.00
Bank Cheque Charges – payable on or before the <i>settlement date</i> .	\$15.00 per cheque required by you	\$0.00
Discharge Administration Fee – payable whenever you request that the <i>security</i> or a <i>security interest</i> is partially or wholly discharged by us regardless of whether such discharge actually occurs.	\$0.00	\$395.00
Discharge Legal Fee – payable in relation to fees and charges we incur when the <i>total amount owing</i> is repaid in full.	\$0.00	Not Ascertainable
Service Fee – payable monthly in arrears on each loan and included in your repayments.	\$0.00	\$30.00
SMSF Review Fee– payable to us on or before the <i>settlement date</i> for each Trust included in a loan application and in relation to the additional processing and the additional documentation required (including vetting the Trust Deed).	\$695.00	\$0.00
Valuation Fee – payable on or before the <i>settlement date</i> .	\$0.00	\$0.00

<b>SECURE FUNDING PTY LTD FEES AND CHARGES (CONTINUED)</b>	<b>Included in amount of credit</b>	<b>Payable by you</b>
<b>Government charges</b>		
<b>Payable to the Government Revenue Office in Queensland</b> (indicative only and to be advised before settlement).		
Mortgage Stamp Duty – payable on or before the <i>settlement date</i> .	\$0.00	\$0.00
<b>Payable to Land Titles Office in Queensland</b>		
Discharge Fee for Existing Mortgage – payable on or before the <i>settlement date</i> .	\$195.00	\$0.00
Mortgage Registration Fee – payable on or before the <i>settlement date</i> .	\$195.00	\$0.00
Property Search Fee – payable on or before the <i>settlement date</i> .	\$30.90	\$0.00
Registration Fee on Transfer of Land – payable on or before the <i>settlement date</i> .	\$1,564.00	\$0.00
<b>Totals (other than post-settlement periodic fees)</b>	\$2,679.90	\$525.00
<b>Total fees and charges payable (other than post-settlement periodic fees)</b>		<b>\$3,204.90</b>
<b>Total periodic fees and charges payable assuming constant fees and a 30 year loan term</b>		<b>\$10,800.00</b>
<b>Total fees and charges payable</b>		<b>\$14,004.90</b>

<b>SECURE FUNDING PTY LTD FEES AND CHARGES</b>	<b>Payable by you</b> (if applicable)
These fees and charges <u>may</u> become payable in connection with this loan agreement.	
Account Resolution Fee – payable to <i>us</i> in relation to each <i>loan</i> that we refer to a collection specialist if <i>your loan</i> has been in default for at least 30 days on a day when a repayment is due after such a referral.	\$495.00
Default Administration Fee – payable to <i>us</i> in relation to each <i>loan</i> on each day on which a repayment is due and <i>you</i> have been in default for less than 90 days at any time in the period after the immediately preceding repayment was due.	\$95.00
Default Management Fee – payable to <i>us</i> in relation to each <i>loan</i> on each day on which a repayment is due and <i>you</i> have been in default for at least 90 days at any time in the period after the immediately preceding repayment was due.	\$195.00
Discharge Administration Fee – payable whenever <i>you</i> request that the <i>security</i> or a <i>security interest</i> is partially or wholly discharged by <i>us</i> regardless of whether such discharge actually occurs.	Not Ascertainable
Discharge Legal Fee – payable in relation to fees and charges we incur whenever the <i>security</i> or a <i>security interest</i> is partially or wholly discharged by <i>us</i> .	Not Ascertainable

<b>SECURE FUNDING PTY LTD FEES AND CHARGES (CONTINUED)</b>		<b>Payable by you</b> (if applicable)
Dishonour Fee – payable to <i>us</i> when a payment <i>you</i> make ( <i>such as</i> a direct debit, salary deduction or cheque) is dishonoured.		\$25.00 per dishonour
Document Fee – payable to <i>us</i> at the time <i>you</i> or a <i>security provider</i> request <i>us</i> to produce a document to the land titles office or its equivalent.		\$25.00 per document
Duplicate Fee – payable to <i>us</i> when <i>we</i> provide a copy of any statement, notice or other document at <i>your</i> request.		\$10.00 per copy
Expired Insurance Fee – payable to <i>us</i> , on each day on which a repayment is due, for each <i>security</i> in respect of which <i>you</i> have undertaken to maintain insurance (under a mortgage or otherwise) but in respect of which <i>you</i> have not provided <i>us</i> with evidence of ongoing valid building insurance.		\$50.00
Funds Transfer Fee – payable to <i>us</i> in respect of the amount <i>we</i> incur with <i>our</i> bank for the transfer of funds to <i>our</i> solicitors or settlement agent.		\$48.00
Pay Out Fee – payable to <i>us</i> when <i>you</i> receive from <i>us</i> a written statement of the amount needed to pay out this loan provided at <i>your</i> request.		\$10.00 for each statement
Title Production/Consent Agent's Fee – payable to <i>us</i> when <i>you</i> ask <i>us</i> to produce a title document for any reason or seek <i>our</i> consent to any subsequent event.		Not Ascertainable
Title Production/Consent Fee – payable to <i>us</i> when <i>you</i> ask <i>us</i> to produce a title document for any reason or seek <i>our</i> consent to any subsequent event.		\$250.00 per title or consent
Valuation Fees – payable to <i>us</i> when <i>we</i> obtain a valuation of a property secured by a <i>security</i> or otherwise for the purpose of this loan after the <i>settlement date</i> .		Not Ascertainable
Variation Fee – if <i>you</i> request to increase <i>your</i> loan amount during the term of <i>your</i> loan.		\$275.00
<b>NOTE</b>	Under this loan agreement, any of the following information which is given above may be varied without <i>your</i> consent:	
	<ul style="list-style-type: none"> <li>- the <i>annual percentage rate</i> (including changing any applicable margin or reference rate);</li> <li>- the amount, method of calculation, number, repayment dates or frequency of repayments, or period over which repayments are to be paid;</li> <li>- the total amount of interest charges or repayments;</li> <li>- the amount and type of fees and charges and when they are payable (including by imposing new fees and charges or changing the calculation method of a fee or charge).</li> </ul>	
<b>OTHER DETAILS</b>		
<b>Redraw Availability</b>	Not Applicable.	
<b>Default Rate(s)</b>	The <i>default rate</i> at any time for any loan equals the <i>annual percentage rate</i> specified in, or notified under, this loan agreement and guarantee from time to time plus a margin of 2.00% per annum.  As at the <i>disclosure date</i> , the <i>default rate</i> is 7.10%.	
<b>Commissions</b>	A commission of \$2,541.00 is to be paid by <i>us</i> to PLAN Australia for the introduction of credit business. A further commission is payable by <i>us</i> to PLAN Australia but the amount is unascertainable.  No other commissions are payable in relation to <i>your loan(s)</i> .	

**SECURITY** (The following mortgages, other securities and guarantees, if any, have been or are to be taken by us)

<b>Property</b>	Security address: 48 Finnie Road, DEAGON QLD 4017 Mortgage status: New mortgage Minimum building insurance: \$290,000.00 Name of mortgagor(s): Brookes Family Super Bare Pty Ltd ACN 643 210 860 as As Trustee For The Brookes Super Bare Trust
<b>Guarantee(s)</b>	Guarantor name: Brookes Family Super Bare Pty Ltd ACN 643 210 860 As Trustee For The Brookes Super Bare Trust Guarantor address: 1 / 48 Flinders Parade, NORTH LAKES QLD 4509 Guarantor name: Allan Brookes Guarantor address: 46 Finnie Road, DEAGON QLD 4017 Guarantor name: Carolyn Margaret Brookes Guarantor address: 46 Finnie Road, DEAGON QLD 4017
<b>Property Trust</b>	Brookes Super Bare Trust
<b>Property Trustee</b>	Brookes Family Super Bare Pty Ltd ACN 643 210 860 As Trustee For The Brookes Super Bare Trust

**SPECIAL CONDITIONS** (if any)

Certificate of Currency confirming the security property is covered for flooding and storm damage, prior to settlement

Evidence of payment of the deposit by the SMSF for the property being purchased, required prior to settlement (If deposit was paid)

Copy of Draft Transfer of Land for property being purchased, required prior to settlement or confirmation from vendors solicitor that settlement will occur on PEXA (Qld Property)

Dated copy of the SMSF trust deed, prior to documents being issued

Amended copy of Bare trust deed to list the lender as "Secure Funding Pty Ltd ACN 081 982 872" and loan amount as "\$385,000", required prior to documents being issued

Certificate of Identity to be completed by an Authorised person, required prior to settlement (Liberty to provide)

Secondary employment check to be completed by Liberty, prior to settlement

**LOAN-TO-SECURITY PERCENTAGE:** *Your* loan-to-security percentage is **70.00%**

**OFFER BY SECURE FUNDING PTY LTD**

*We*, Secure Funding Pty Ltd, offer to lend *you* the loan amount on the terms and conditions set out in this schedule and the attached SuperCredit Loan and Guarantee Standard Terms and Conditions, in which a reference to a schedule is a reference to this schedule.

To accept the offer, *you* must sign and date this document and return it to this office's mailing address within 14 days from the date of this offer. If *you* do not, the offer is automatically withdrawn.

**Authorised Officer: Kaushika Fernando**

Mailing Address: Level 16, 535 Bourke Street      Signed on behalf of Secure Funding Pty Ltd  
Melbourne, Victoria 3000  
Australia

Date of Offer: 17 September 2020      .....

## ACCEPTANCE BY CUSTOMER

### Select whichever is appropriate

- I/We acknowledge that it has been recommended the I/we obtain independent legal advice in respect of the meaning and effect of this finance arrangement. I/We have been provided with an opportunity to obtain independent legal advice prior to entering into this arrangement, and have chosen not to do so.
- I/We have obtained independent legal advice about the meaning and effect of this finance agreement. I/We am able to provide a certificate of independent legal advice if requested by us.

### IMPORTANT

#### BEFORE YOU SIGN

- READ THIS CONTRACT DOCUMENT so that you know exactly what contract you are entering into and what you will have to do under the contract.
- You should also read the information statement: THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT.
- Fill in or cross out any blank spaces.
- Get a copy of this contract document.
- **Do not sign** this contract document if there is anything you do not understand.

#### THINGS YOU MUST KNOW

- Once you sign this contract document, you will be bound by it. However, you may end the contract before you obtain credit, or a card or other means is used to obtain goods or services for which credit is to be provided under the contract, by telling the credit provider in writing, but you will still be liable for any fees or charges already incurred.
- You **do not** have to take out consumer credit insurance unless you want to. However, if this contract document says so, you must take out insurance over any mortgaged property that is used as security, such as a house or car.
- If you are to take out insurance, the credit provider cannot insist on any particular insurance company.
- If this contract document says so, the credit provider can vary the annual percentage rate (the interest rate), the repayments and the fees and charges and can add new fees and charges without your consent.
- If this contract document says so, the lender can charge a fee if you pay out your contract early.

### Executed by the Customer

**EXECUTED BY** Brookes Family Super Fund Pty Ltd ACN 643 200 800 As Trustee For The Brookes Superannuation Fund in accordance with section 127 of the Corporations Act 2001:

Registered office: 1 / 48 Flinders Parade,  
NORTH LAKES QLD 4509

.....  
Signature of director                      Date

.....  
Signature of director/secretary                      Date

.....  
Name of director (please print)

.....  
Name of director/secretary (please print)

.....  
Residential address (please print)

.....  
Residential address (please print)

**ACCEPTANCE BY GUARANTOR – INDIVIDUALS (MEMBERS OF SMSF)**

**Important Acknowledgment**

**Before The Guarantor Signs**

- The *guarantor* should read this document, including the *guarantee and indemnity* in clause 13 of the attached SuperCredit Loan and Guarantee Standard Terms and Conditions and the terms relating to this arrangement or financial obligation to be guaranteed.
- The *guarantor* should obtain independent legal and financial advice.
- The *guarantor* should make its own inquiries about the creditworthiness, financial position and honesty of the customer.

**Things The Guarantor Must Know**

- Understand that, by signing the *guarantee and indemnity* contained in this document, the *guarantor* may become personally responsible instead of, or as well as, the customer to pay the amounts which the customer owes and *our* expenses in enforcing the *guarantee and indemnity*.
- If the customer does not pay the *guarantor* must pay. This could mean the *guarantor* loses everything it owns including its home.

**Signed by each individual guarantor**

Signed, sealed and delivered by the guarantor

.....  
Allan Brookes Date

In the presence of the witness named below

.....  
Signature of Witness Date

.....  
Name of Witness (please print)

}}

.....  
Address of Witness (please print)

Signed, sealed and delivered by the guarantor

.....  
Carolyn Margaret Brookes Date

In the presence of the witness named below

.....  
Signature of Witness Date

.....  
Name of Witness (please print)

}}

.....  
Address of Witness (please print)

# ACCEPTANCE BY GUARANTOR – PROPERTY TRUSTEE

## Important Acknowledgment

### Before The Guarantor Signs

- The *guarantor* should read this document, including the *guarantee and indemnity* in clause 13 of the attached SuperCredit Loan and Guarantee Standard Terms and Conditions and the terms relating to this arrangement or financial obligation to be guaranteed.
- The *guarantor* should obtain independent legal and financial advice.
- The *guarantor* should make its own inquiries about the creditworthiness, financial position and honesty of the customer.

### Things The Guarantor Must Know

- Understand that, by signing the *guarantee and indemnity* contained in this document, the *guarantor* may become personally responsible instead of, or as well as, the customer to pay the amounts which the customer owes and *our* expenses in enforcing the *guarantee and indemnity*.
- If the customer does not pay the *guarantor* must pay. This could mean the *guarantor* loses everything it owns including its home.

### Signed by the property trustee

**EXECUTED BY** Brookes Family Super Bare Pty Ltd ACN 643 210 860 As Trustee For The Brookes Super Bare Trust in accordance with section 127 of the Corporations Act 2001:

Registered office: 1 / 48 Flinders Parade, NORTH LAKES QLD 4509

.....  
Signature of director Date

.....  
Signature of director/secretary Date

.....  
Name of director (please print)

.....  
Name of director/secretary (please print)





Brookes, Carolyn

Concessional Contribution Cap	N/A	N/A	N/A	N/A	N/A	25,000.00	
Concessional Contribution	N/A	N/A	N/A	N/A	N/A	0.00	
Unused Concessional Contribution	N/A	N/A	N/A	N/A	N/A	25,000.00	
Cumulative Carry Forward Unused	N/A	N/A	N/A	N/A	N/A	0.00	
Maximum Cap Available	N/A	N/A	N/A	N/A	N/A	25,000.00	25,000.00 Below Cap
Total Super Balance	N/A	N/A	N/A	N/A	N/A	0.00	

**NCC Bring Forward Caps**

Member	Bring Forward Cap	2018	2019	2020	2021	Total	Current Position
Brookes, Allan	N/A	0.00	0.00	0.00	0.00	N/A	Bring Forward Not Triggered
Brookes, Carolyn	N/A	0.00	0.00	0.00	0.00	N/A	Bring Forward Not Triggered

**Brookes, Allan**

Date	Transaction Description	Contribution Type	Ledger Data				SuperStream Data				
			Concessional	Non-Concession	Other	Reserves	Contribution	Employer	Concessional	Non-Concess	Other
16/09/2020	INTERNET TRANSFER ONLINE C3328414161 march june super FINNIE	Employer	1,765.12								
16/10/2020	INTERNET TRANSFER ONLINE B1292467738 SMSF FINNIE RD PR	Employer	1,425.00								
04/11/2020	Purchase of 49 Finnie Rd, Deagon	Employer	1,000.00								
24/12/2020	INTERNET TRANSFER ONLINE D2918615237 super FINNIE RD PR	Employer	1,425.00								
11/01/2021	INTERNET TRANSFER ONLINE P7856224347 super dec 20 FINNIE RD	Employer	1,425.00								
30/06/2021	Building insurance	Employer	1,069.93								

	Pty Ltd						
30/06/2021	Accountant fees paid by Finnie Rd Pty Ltd taken up as SG	Employer	3,234.00				
30/06/2021	Accountant fees paid by Finnie Rd taken up as SG	Employer	605.00				
30/06/2021	Payment of solicitor fees by Finnie Rd Pty Ltd - take up as SG	Employer	500.00				
<b>Total - Brookes, Allan</b>			<b>12,449.05</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00 0.00 0.00</b>
<b>Total for All Members</b>			<b>12,449.05</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	

# Superannuation Payable Transactions

Finnie Rd Property Pty Ltd

For the period 1 July 2020 to 30 June 2021

Date	Source	Description	Reference	Debit	Credit	Running Balance	Gross	GST
<b>Superannuation Payable</b>								
<b>Opening Balance</b>				0.00	7,394.52	7,394.52	0.00	0.00
31 Jul 2020	Payroll Expense	Superannuation Liability	Payroll Expense Journal - PD-14	0.00	475.00	7,869.52	475.00	0.00
03 Aug 2020	Manual Journal	Take up payments on behalf of SMSF for set up and purchase of property - Initial deposit to p#453		1,000.00	0.00	6,869.52	(1,000.00)	0.00
03 Aug 2020	Manual Journal	Take up payments on behalf of SMSF for set up and purchase of property - Solicitor fee - pur #453		500.00	0.00	6,369.52	(500.00)	0.00
03 Aug 2020	Manual Journal	Take up payments on behalf of SMSF for set up and purchase of property - Insurance for SM #453		1,069.93	0.00	5,299.59	(1,069.93)	0.00
03 Aug 2020	Spend Money	transfer - This is Herron INV 24657 for SMSF set up paid. This is to count towards SGC liability.		3,234.00	0.00	2,065.59	(3,234.00)	0.00
31 Aug 2020	Payroll Expense	Superannuation Liability	Payroll Expense Journal - PD-15	0.00	475.00	2,540.59	475.00	0.00
16 Sep 2020	Spend Money	Herron Accountants - HA INV 25002 for SMSF paid. To take up against super payable.		605.00	0.00	1,935.59	(605.00)	0.00
16 Sep 2020	Spend Money	Brookes super Fund - This is a payment against super payable, calculated by HA and asked Allan to pay as part of SG statement		1,765.12	0.00	170.47	(1,765.12)	0.00
30 Sep 2020	Payroll Expense	Superannuation Liability	Payroll Expense Journal - PD-16	0.00	475.00	645.47	475.00	0.00
30 Sep 2020	Manual Journal	BO: To Reallocate interest paid on SGC liability - BO: To Reallocate interest paid on SGC liat #545		0.00	779.53	1,425.00	779.53	0.00
16 Oct 2020	Spend Money	Brookes super Fund - Super payment for Sept 20 qtr.		1,425.00	0.00	0.00	(1,425.00)	0.00
31 Oct 2020	Payroll Expense	Superannuation Liability	Payroll Expense Journal - PD-17	0.00	475.00	475.00	475.00	0.00
30 Nov 2020	Payroll Expense	Superannuation Liability	Payroll Expense Journal - PD-18	0.00	475.00	950.00	475.00	0.00
24 Dec 2020	Spend Money	Brookes super Fund - ONLINE D2918615237 super FINNIE RD PR		1,425.00	0.00	(475.00)	(1,425.00)	0.00
31 Dec 2020	Payroll Expense	Superannuation Liability	Payroll Expense Journal - PD-19	0.00	475.00	0.00	475.00	0.00
11 Jan 2021	Spend Money	superannuation - ONLINE P7856224347 super Dec 20 FINNIE RD PR		1,425.00	0.00	(1,425.00)	(1,425.00)	0.00
31 Jan 2021	Payroll Expense	Superannuation Liability	Payroll Expense Journal - PD-20	0.00	475.00	(950.00)	475.00	0.00
28 Feb 2021	Payroll Expense	Superannuation Liability	Payroll Expense Journal - PD-21	0.00	475.00	(475.00)	475.00	0.00
31 Mar 2021	Payroll Expense	Superannuation Liability	Payroll Expense Journal - PD-22	0.00	475.00	0.00	475.00	0.00
30 Apr 2021	Payroll Expense	Superannuation Liability	Payroll Expense Journal - PD-23	0.00	475.00	475.00	475.00	0.00
31 May 2021	Payroll Expense	Superannuation Liability	Payroll Expense Journal - PD-24	0.00	475.00	950.00	475.00	0.00
30 Jun 2021	Payroll Expense	Superannuation Liability	Payroll Expense Journal - PD-25	0.00	475.00	1,425.00	475.00	0.00
<b>Total Superannuation Payable</b>				12,449.05	6,479.53	1,425.00	(5,969.52)	0.00
<b>Closing Balance</b>				0.00	1,425.00	1,425.00	0.00	0.00
<b>Total</b>				12,449.05	6,479.53	5,969.52	(5,969.52)	0.00

Total SG as per Finnie Rd Property Pty Ltd as above 12,449.05

As per BGL 12,449.05

Variance 0.00

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**SELF MANAGED SUPERANNUATION FUND  
TRUST DEED AND GOVERNING RULES FOR**

**Brookes Superannuation Fund**

**Herron Accountants  
Unit 1  
48 Flinders Parade  
North Lakes QLD 4509**

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#### **Smartcorp**

Office 4

4 Gladstone Road

Castle Hill NSW 2154

**Tel:** 1300 856 972

#### **DGF Morgan & Associates Pty Ltd**

Solicitors and Attorneys

Suites 215-216, Level 2

111 Harrington Street

Sydney NSW 2000

**Tel:** 02 9262 2077

**Fax:** 02 9262 2144

**Email:** [info@dgfmorgan.com.au](mailto:info@dgfmorgan.com.au)

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**REFERENCE SCHEDULE**

## **GOVERNING RULES**

---

This Deed is dated the 13 day of August 2020

### **PARTIES**

The parties to this Deed are named in the Reference Schedule.

### **BACKGROUND**

- A. The parties to this Deed wish to establish and maintain an indefinitely continuing superannuation fund for the purposes of the provision of benefits for Member(s) and their dependants in accordance with the SIS Act.
- B. It is intended that the Fund will be administered as a Self Managed Superannuation Fund regulated under the provisions of the SIS Act.

## **1. OPERATIVE PROVISIONS**

---

- 1.1 The parties to this Deed hereby establish a superannuation fund which is to be known by the name referred to in the Reference Schedule ("the Fund").
- 1.2 The Fund commences and comes into operation on the date of this Deed.
- 1.3 The Trustee named in the Reference Schedule is the first Trustee.
- 1.4 The Initial Member(s) named in the Reference Schedule are the first Member(s) of the Fund.

## **2. INTERPRETATION AND DEFINITIONS**

---

### **2.1 Interpretation**

In this Deed, unless the contrary intention appears or is implicit from the context:-

- (a) The singular includes the plural and vice versa;
- (b) Headings are for convenience and reference only and do not affect the interpretation of this Deed;
- (c) A reference to a clause, paragraph, sub-paragraph or schedule is a reference to a clause, paragraph, sub-paragraph or schedule of this Deed;
- (d) An expression importing a natural person includes a body corporate, partnership, joint venture, association or other legal entity;
- (e) A reference to a statute, statutory provision or regulation or other instrument includes all amendments, consolidations or replacements thereof and includes all other declarations, modifications or other statutory instruments made under them;
- (f) A reference to a party includes that party's executors, Legal Personal Representatives, successors and permitted assigns;
- (g) A covenant or agreement on the part of or for the benefit of two or more persons binds or benefits them jointly and severally;
- (h) A reference to a body, whether statutory or not, that has ceased to exist or whose powers or functions are transferred to another body, is a reference to the body which replaces it or which

substantially succeeds to its powers or functions;

- (i) "Including" and similar expressions are not words of limitation; and
- (j) Any word or expression which is defined in the Act has in this Deed the meaning given to it by the Act. To the extent that a meaning given to a word or expression in this Deed is inconsistent with the meaning given to it by the Act the meaning given by the Act prevails unless the contrary intention appears. Where more than one meaning may be given then the Trustee may determine which meaning applies.
- (k) A reference to any statute includes any legislative instrument and regulation made under it.

## 2.2 Definitions

The following words have the following meanings unless the contrary intention appears and subject to this paragraph 2.

**"Act"** means the SIS Act (and includes the SIS Regulations), the Superannuation Guarantee (Administration) Act 1992 (Cth), the Tax Act, Veterans' Entitlements Act 1986 (Cth), Social Security Act 1991 (Cth), Family Law Act 1975 (Cth), Corporations Act 2001 (Cth), Superannuation (Self Managed Superannuation Funds) Taxation Act 1987 (Cth), Superannuation (Self Managed Superannuation Funds) Supervisory Levy Imposition Act 1991 (Cth), Superannuation (Unclaimed Money and Lost Members) Act 1999 (Cth) and any other legislation (as may be amended from time to time) that applies to a Self Managed Superannuation Fund and includes any regulations, declarations or orders, exemptions or modifications made under those Acts or any other law, or any requirement of the Regulator, including those which the Fund must satisfy to qualify for the concessional tax treatment available to a self managed superannuation fund; which the Trustee or the Fund must comply with to avoid any penalty or disadvantage which might be incurred in connection with the operation of the Fund, or which otherwise have application to the entitlement of a Member or other person to a tax deduction in respect of the Fund.

**"Account based pension"** means a pension first provided on or after 1 July 2007 in accordance with SIS Regulation 1.06(9A)(a) that meets the applicable standards of the SIS Regulation 1.06(9A) or which otherwise meets the requirements for an account based pension under the SIS Regulations.

**"Auditor"** means an approved self managed superannuation fund auditor as defined in section 10 SIS Act.

**"Beneficiary"** means a Member, Dependant or other person entitled to receive a benefit under this Deed subject to the SIS Act.

**"Benefit"** or **"benefit"** means an amount payable to or in respect of a Member by the Trustee from the Fund.

**"Cashing Restrictions"** has the meaning in SIS Regulation 6.01(2).

**"Child"** has the meaning in the SIS Act.

**"Complying fund"** means a fund that complies with section 42A SIS Act.

**"Constitutional Corporation"** has the meaning in section 10(1) SIS Act.

**"Condition of Release"** has the meaning in SIS Regulation 6.01(2).

**"Deed"** means this Deed or any alteration to, addition to or variation made to it from time to time except where the context otherwise requires.

**"Dependant"** means in relation to a Member or former Member:-

- (a) the Spouse or widow of a deceased Member;
- (b) a Child of a Member or a former Member;
- (c) any person with whom the Member is or was in an Interdependency Relationship at the relevant time; and
- (d) any person who, in the Trustee's opinion, was financially dependent on the Member at the applicable time.

**"Eligible Person"** means any person who may be admitted to membership and whose admission would not cause the Fund to be in breach of the Superannuation Conditions.

**"Eligible Recipient"** means a Member, the Legal Personal Representative of a Member, a Dependant of a Member, a Pensioner, a Reversionary Beneficiary or any other person who is or may become entitled to the payment of their benefit from the Fund, subject to the Superannuation Conditions.

**"Employee"** has the meaning in section 10 SIS Act.

**"Employer"** has the meaning in section 10 SIS Act.

**"Equalisation Account"** means an account kept in accordance with sub-paragraph 33.3.

**"Financial Year"** means the accounting period selected by the Trustee for the Fund. It must not exceed twelve months and may at times be less than twelve months.

**"Gainful Employment"** means employment or self employment for gain or reward in any business, trade, calling or occupation or employment as required by the Superannuation Conditions.

**"General Transfer Balance Cap"** has the meaning given by section 294.35 ITAA 1997

**"Income stream"** includes a pension and an annuity.

**"Interdependency Relationship"** has the meaning in section 10A SIS Act.

**"Legal Personal Representative"** has the meaning in section 10 SIS Act.

**"Member"** means a person who has been admitted to the Fund and where the context so requires or permits or the SIS Act or Superannuation Conditions requires, includes a former Member and a Pensioner or their Legal Personal Representative.

**"Member Account"** means a Member's accumulation account or pension account recorded by the Trustee, as applicable.

**"Member's Benefit"** in respect of a Member is the net amount standing to the Member's credit in that Member's accounts including the Employer's contribution account (if any), the Member's contribution account and the vested Employer's contribution account (if any) plus the realisable value (if any) at that time of any policy of insurance owned by the Trustee on the life of that Member or paid for out of that Member's Employer's contribution account (if any), Member's contribution account or vested Employer's contribution account (if any) or other Member's account.

**"Minor"** means a person under 18 years of age.

**"Nomination"** has the meaning given by sub-paragraph 28.1.

**"Old-Age Pensions"** means a pension referred to in paragraph 51(xxiii) of the Constitution.

**"Payment Split"** has the meaning in section 90MD Family Law Act 1975.

**"Pensioner"** means a member eligible to receive or is receiving benefits that are payable as a pension, former Member or the Dependant of a deceased Member, former Member or Pensioner who is in receipt of or who is entitled to a pension.

**"Permanently Incapacitated"** has the meaning in the SIS Act.

**"Policies"** or **"Policy"** means any type of insurance policy in respect of a risk on the Member's life and/or Member's medical condition (or a former Member) for incapacity of any nature including without

limitation total and permanent disablement, permanent incapacity, temporary incapacity or any other insurance policy whether in respect of a Member or the Fund, its risks and other liabilities.

**"Preservation age"** has the meaning in the SIS Regulations.

**"Preserved"** means the portion of an account or a benefit that is preserved for the benefit of a Member under the Superannuation Conditions.

**"Prior Governing Rules"** means rules of the Fund that applied immediately before the date of this Deed, if any.

**"Regulated Superannuation Fund"** has the meaning in the Superannuation Conditions.

**"Regulator"** means the Regulator defined in the Act and includes the Commissioner of Taxation, the Australian Prudential Regulation Authority, or the Australian Securities & Investments Commission, as may be appropriate having regard to the provisions of the Act and the nature of the Fund, and any other governmental authority responsible for administering or regulating the laws or rules relating to superannuation funds including the taxation of superannuation funds.

**"Related Party"** has the meaning in section 10 SIS Act.

**"Request"** has the meaning given by sub-paragraph 26.5.

**"Reserve Account"** means an account referred to in sub-paragraph 19.1(d) or otherwise established to hold reserves under this Deed.

**"Retire"** has the meaning given by SIS Regulations 6.01(2) and **"Retirement"** has a corresponding meaning.

**"Reversionary Beneficiary"** means a Dependant who becomes entitled to a benefit in respect of a superannuation interest of a Member, when the Member dies.

**"Self Managed Superannuation Fund"** has the meaning in the SIS Act.

**"SIS Act"** means the Superannuation Industry (Supervision) Act 1993 (Cth) as amended from time to time and the SIS Regulations from time to time made in accordance with that Act.

**"SIS Regulations"** mean the regulations made under the SIS Act as amended from time to time and includes any applicable modification declaration.

**"Splittable Contribution"** has the meaning in SIS Regulation 6.40.

**"Spouse"** has the meaning in section 10 SIS Act.

**"Standard"** means a standard prescribed by the SIS Act.

**"Superannuation Conditions"** subject to paragraph 2.4 means:-

- (a) any relevant requirement of the Act or proposed changes to the Act that apply;
- (b) any determination or other writing of the Regulator that the Trustee considers is applicable to the Fund;
- (c) any other ruling or requirement relating to self-managed superannuation funds in respect of the above matters that in the Trustee's opinion should be complied with;
- (d) any proposed requirements of the Regulator that may apply to the Fund which the Trustee determines should be complied with to obtain maximum tax concessions for the Fund; and
- (e) any provision of the Act or proposed requirement that must be complied with for an Employer or Member to obtain a tax deduction in respect of contributions to the Fund unless the Employer or Member, as applies, does not seek a tax deduction.

**"Tax Act"** means the Income Tax Assessment Act 1936, Income Tax Assessment Act 1997 ("**ITAA 1997**") and Taxation and Administration Act 1953 as applicable including regulations made under each statute.

**"Temporary Incapacity"** has the meaning in SIS Regulation 6.01(2).

“**Transfer Balance Cap**” has the meaning given by section 294.35 and modified by section 294.185 ITAA 1997.

“**Transfer Balance Account**” has the meaning given by section 294.15 ITAA 1997

“**Trustee**” means the trustee or the trustees for the time being of the Fund and “**Trustees**” has the same meaning.

“**Unrestricted Non-Preserved Benefit**” has the meaning in the SIS Regulations

### 2.3 Compliance

Despite any other provision of this Deed, including any provision (other than paragraph 3) which states that it is to apply despite any other provision of this Deed:-

- (a) subject to this paragraph, the Trustee must comply with the Superannuation Conditions that apply to the Fund and this Deed is subject to the applicable requirements of the Act.
- (b) all standards, covenants and other requirements of the Act that must be included in this Deed from time to time for the Fund to be a Complying Fund (“Mandatory Provisions”) are deemed to be included in this Deed, whether or not they are specified in the Deed. If there is any inconsistency between any Mandatory Provision and any other provision of this Deed, the Mandatory Provision prevails and the other provisions of this Deed are modified or deleted to the extent of the inconsistency. However, if a Mandatory Provision is no longer required to be included or the Regulator does not require it to be included or complied with, then that Mandatory Provision ceases to be included.
- (c) if a provision of this Deed would otherwise be invalid in whole or in part because it subjects the Trustee to direction by another person then the provision is taken not to subject the Trustee to direction by that person but to give the Trustee the power to treat such a direction as a request only.
- (d) if a provision of this Deed would otherwise be invalid in whole or in part because it permits a person to exercise a discretion without the consent of the Trustee then that provision is taken to require the Trustee's consent for the exercise of the discretion.
- (e) the Trustee
  - (i) may do or procure to be done any acts, matters or things that in the opinion of the Trustee may be necessary or desirable to comply with the Superannuation Conditions;
  - (ii) must refrain from doing any act, matter or thing that would result in a breach of the Superannuation Conditions; and
  - (iii) must do everything required to enable the Fund to become and continue to be a Complying Fund for the purposes of the SIS Act.
- (f) for any period that the Fund is no longer a Self Managed Superannuation Fund and if there are no more than the maximum number of members required for the Fund to be or remain a Self-Managed Superannuation Fund under the SIS Act and provided that the trustee is licensed or approved by the Australian Prudential Regulation Authority to act as trustee of such fund, then this Deed shall be interpreted accordingly and may be amended as necessary to ensure that the Fund remains a Complying fund.

### 2.4 Inconsistencies with the Superannuation Conditions

- (a) Where it appears to the Trustee that there is any inconsistency or difference between:-
  - (i) any provision of any applicable legislation or other laws *and* another provision or provisions;
  - (ii) the rulings of the Regulator *and* other rulings of the Regulator;
  - (iii) a provision of this Deed *and* another provision of this Deed; and/or
  - (iv) anything referred to in any of the above sub-paragraphs, *and* any other thing referred to in any other sub-paragraph,

then, subject to the Superannuation Conditions, the Trustee may determine, either generally or in respect of any particular application, in their absolute discretion, which provision or ruling applies and the Deed must be construed accordingly.

- (b) Some clauses or sub-paragraphs of this Deed are explicitly stated to be subject to the Superannuation Conditions, however, this is not to imply that other provisions of this Deed are not subject to those conditions where more general provisions require that they are subject to those conditions.

## **2.5 Proper Law**

This Deed is governed and construed and takes effect in accordance with the laws of the State or Territory of residence of the Trustee or if the Trustee is a Constitutional Corporation, the State or Territory of the address of its registered office unless the Trustee resolves otherwise. Any person having or claiming any interest under this Deed must submit to the jurisdiction of the courts of that State or Territory.

## **2.6 Saving Provision**

To the extent any provision of this Deed would be void or invalid, but for this sub-paragraph ("an invalid provision"):-

- (a) where a reading down or limitation of the operation of the invalid provision would remove the voidness or invalidity, that must be done in construing the Deed;
- (b) where it is not possible to apply sub-paragraph (a), the invalid provision is severed from the Deed; and
- (c) in any event, an invalid provision does not affect the continued operation of the remainder of the Deed.

## **2.7 Trustee must comply with the Law**

The Trustee is not in breach of this Deed if the breach arises from an act or failure that the Regulator waives or does not enforce or in respect of which the Regulator has approved a rectification plan.

## **2.8 Power to comply with Family Law**

The Trustee may do anything that it considers necessary to comply with the SIS Act and Part VIIIIB Family Law Act 1975 (Cth).

# **3. SOLE PURPOSE TEST**

---

## **3.1 Core Purposes**

The Trustee must ensure that the Fund is maintained solely for one or more of the core purposes or both one or more of the core purposes and for one or more of the ancillary purposes provided in the SIS Act.

## **3.2 Sole Purpose**

Despite any other provision of this Deed, the Trustee must be a Constitutional Corporation unless the Trustees are individuals in which case the sole or primary purpose of the Fund is the provision of Old-Age Pensions.

# **4. CONSTITUTION OF FUND**

---

## **4.1 Trusts**

The assets of the Fund are vested in the Trustee who stands possessed of the same upon trust to apply the same in the manner and for the objects and purposes of the Fund as set out in this Deed and any amendment.



#### 4.2 Perpetuities

The Fund must be terminated if the rule of law known as the rule against perpetuities applies to the Fund, on the expiration of the maximum period allowed under that rule for the duration of the trusts established under this Deed.

#### 4.3 Trustee

The Trustee may create sub-funds separately for each Member or more than one Member or maintain one fund for the benefit of all Members. A sub-fund must have an investment strategy and accounts for it in the books and records of the Fund and only the Member or Members of that sub-fund have an interest in it.

### 5. NOTICE OF ELECTION

---

#### 5.1 Trustee to give notice to become a Regulated Superannuation Fund

The Trustee must give to the Regulator the appropriate notice electing that the SIS Act is to apply in relation to the Fund.

### 6. STATUTORY COVENANTS

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#### 6.1 Section 52B SIS Act

The purpose of this sub-paragraph is explanatory only and is subject to the provisions of section 52B SIS Act (as amended from time to time). Section 52B provides:-

***Covenants to be included in governing rules - self managed superannuation funds Governing rules taken to contain covenants***

(1) *If the governing rules of a self managed superannuation fund do not contain covenants to the effect of the covenants set out in this section, those governing rules are taken to contain covenants to that effect.*

***General covenants***

(2) *The covenants referred to in subsection (1) are the following covenants by each trustee of the fund:*

- (a) *to act honestly in all matters concerning the fund;*
- (b) *to exercise, in relation to all matters affecting the fund, the same degree of care, skill and diligence as an ordinary prudent person would exercise in dealing with property of another for whom the person felt morally bound to provide;*
- (c) *to perform the trustee's duties and exercise the trustee's powers in the best interests of the beneficiaries;*
- (d) *to keep the money and other assets of the fund separate from any money and assets, respectively:*
  - (i) *that are held by the trustee personally; or*
  - (ii) *that are money or assets, as the case may be, of a standard employer-sponsor, or an associate of a standard employer-sponsor, of the fund;*
- (e) *not to enter into any contract, or do anything else, that would prevent the trustee from, or hinder the trustee in, properly performing or exercising the trustee's functions and powers;*
- (f) *to formulate, review regularly and give effect to an investment strategy that has regard to the whole of the circumstances of the fund including, but not limited to, the following:*
  - (i) *the risk involved in making, holding and realising, and the likely return from, the fund's investments, having regard to its objectives and its expected cash flow requirements;*

- (ii) *the composition of the fund's investments as a whole including the extent to which the investments are diverse or involve the fund in being exposed to risks from inadequate diversification;*
  - (iii) *the liquidity of the fund's investments, having regard to its expected cash flow requirements;*
  - (iv) *the ability of the fund to discharge its existing and prospective liabilities;*
- (g) *if there are any reserves of the fund--to formulate, review regularly and give effect to a strategy for their prudential management, consistent with the fund's investment strategy and its capacity to discharge its liabilities (whether actual or contingent) as and when they fall due;*
- (h) *to allow a beneficiary of the fund access to any prescribed information or any prescribed documents.*

**Trustee not prevented from engaging or authorising persons to act on trustee's behalf**

- (3) *A covenant referred to in paragraph (2)(e) does not prevent the trustee from engaging or authorising persons to do acts or things on behalf of the trustee.*

**Covenant referred to in paragraph (2)(f)**

- (4) *An investment strategy is taken to be in accordance with paragraph (2)(f) even if it provides for a specified beneficiary or a specified class of beneficiaries to give directions to the trustee, where:*
- (a) *the directions relate to the strategy to be followed by the trustee in relation to the investment of a particular asset or assets of the fund; and*
  - (b) *the directions are given in circumstances prescribed by regulations made for the purposes of this paragraph.*

## **7. STATUTORY REQUIREMENTS**

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### **7.1 Self Managed Superannuation Fund**

Subject to sub-paragraph 3.2 and despite any other provision of this Deed, the Trustee is empowered to do all things necessary to be done by it to ensure that the Fund satisfies the conditions applicable to Self Managed Superannuation Funds regulated in accordance with the SIS Act.

## **8. ALTERATIONS TO THE DEED**

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### **8.1 Methods to alter Deed**

- (a) Subject to this paragraph 8 and the Superannuation Conditions, this Deed may be amended:-
- (i) by deed executed by the Trustee and, where the Superannuation Conditions require it, with the consent of the Members; or
  - (ii) by oral or written resolution of the Trustee and subject to compliance with the Superannuation Conditions.
- (b) For the purposes of this paragraph 8, "amend" includes any addition, variation, modification, alteration or deletion.

### **8.2 Effective Date**

An amendment may be made with immediate or prospective effect. It may be made with retrospective effect unless retrospective effect is not permitted by law.

### **8.3 Prohibition**

Subject to the Superannuation Conditions, this Deed must not be amended in such a way that:-

- (a) a person other than a Constitutional Corporation would be eligible to be appointed as Trustee unless the Deed or any amending deed, provides and will continue to provide after the amendment is made, that the Fund has, as its sole or primary purpose, the provision of Old-Age

Pensions;

- (b) the sole or primary purpose of the Fund would be a purpose other than the provision of Old-Age Pensions unless the Deed or any amending deed provides and will continue to provide after the amendment is made, that the Trustee must be a Constitutional Corporation; or
- (c) reduces a Member's accrued benefit without the Member's consent or causes a breach of the rule against perpetuities.

#### **8.4 Notice to be given to Members following alteration**

The Trustee must give to each Member such information or notice in respect of the amendments as may be required by the Superannuation Conditions.

#### **8.5 Amendments affecting Member specific assets to be considered**

The Trustee must, when amending this Deed, consider provisions of this Deed, if any, requiring assets to be held for a specific Member pursuant to sub-paragraph 15.6(e) or otherwise held by the Trustee for a specific Member.

## **9. MEMBERSHIP**

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### **9.1 Eligibility**

Subject to the Superannuation Conditions:-

- (a) any Eligible Person may make an application in writing to the Trustee in a form approved by the Trustee from time to time to join the Fund; or
- (b) a person may be deemed by the Trustee to be a Member if, despite sub-paragraph 9.1(a), a contribution has been accepted by the Trustee in respect of that Member and the Trustee resolves at any time that the person is approved as a Member.

### **9.2 Trustee may accept or refuse**

The Trustee may accept or refuse any application for membership in the Trustee's absolute discretion by written resolution and must notify the person of its decision. The Trustee is not required to give any reason for any refusal.

### **9.3 Member bound by Deed**

A person upon becoming a Member is deemed to have consented to and to be bound by the provisions of the Deed.

### **9.4 Minors**

Subject to the Superannuation Conditions:-

- (a) A Minor may be a Member of the Fund.
- (b) The Minor's parent or guardian must make the application for the Minor to become a Member, in a form approved by the Trustee.
- (c) Decisions in relation to the Minor's membership must be made by the Minor's parent or guardian until the Minor is 18 years or after the Minor is 16 years provided that the parent or guardian notifies the Trustee in writing that the Minor will be making decisions in relation to the Minor's membership.
- (d) When the Minor is 18 years the Minor becomes a director of the Trustee of the Fund (or a Trustee) provided that the Trustee has done everything necessary to appoint the Minor as a director of the Trustee (or as a Trustee) however this does not apply if the Minor is not permitted by the Superannuation Conditions to become a trustee of the Fund and in that case, any person permitted by the Act may be a trustee or a director of the corporate trustee of the Fund.

## **10. TRUSTEES**

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### **10.1 Who can be Trustee**

Subject to sub-paragraph 3.2:-

- (a) if the Trustee is a Constitutional Corporation, each Member of the Fund must be a director of that corporation however this does not apply to a Member under a legal disability or otherwise not permitted to become a director of the Trustee of the Fund and in that case any person permitted by the SIS Act may be a director of the corporate trustee instead of that Member; or
- (b) if the Trustees are individuals, each Member of the Fund must be a Trustee however this does not apply to a Member under a legal disability or otherwise not permitted to become a Trustee of the Fund and in that case any person permitted by the Act may be a trustee instead of that Member.

### **10.2 Trustees and SMSF requirements**

- (a) The provisions of section 17A SIS Act identify the conditions that must be met for the Fund to become or remain a Self Managed Superannuation Fund.
- (b) If the Fund has individual trustees, the number of Trustees must be more than one but fewer than the maximum number permitted by the SIS Act. If the Fund has a corporate trustee, an additional trustee may not be appointed. A corporate trustee and an individual trustee is not permitted.

### **10.3 Written consent of Trustee required**

A person or a corporate trustee and its directors must consent to their appointment in writing prior to the appointment being made as provided by section 118 SIS Act.

### **10.4 Consent of new Members to Trustee**

A person joining the Fund as a Member consents, as a condition of joining the Fund:-

- (a) to the Trustee, at the date of the Member so joining, continuing to act as Trustee; and
- (b) to being appointed as a Trustee of the Fund, or if the Trustee is a Constitutional Corporation, to being appointed as a director of that body corporate;

unless that Member is under a legal disability.

### **10.5 Chairperson**

The chairperson of any meeting of the Trustee that is not a Constitutional Corporation does not have in that capacity any second or casting vote.

### **10.6 Meetings of Members**

The Trustee may establish procedures and policies for the regulation of meetings of Members.

### **10.7 Decisions of Trustee**

If required by the Superannuation Conditions, a decision of:-

- (a) the individual Trustees of the Fund; or
- (b) the board of directors of the corporate Trustee of the Fund;

must be taken not to have been made, or to be of no effect, if fewer than two thirds of the total number of the Trustees or directors, as the case requires, voted for it. Otherwise a majority vote is sufficient.

### **10.8 Vacancy in Office of Trustee**

Subject to the Superannuation Conditions:-

- (a) if a person who is a Trustee:-
  - (i) dies;
  - (ii) becomes subject to a legal disability;
  - (iii) retires by written notice to the Members and any other Trustee;

- (iv) is a disqualified person within the meaning of the SIS Act;
  - (v) is suspended or removed under the SIS Act;
  - (vi) has tenure of their office as a Trustee expire; or
  - (vii) is removed from office by written notice of at least two thirds of Members to the Trustee;
- then that person immediately ceases being a trustee.
- (b) if a corporate Trustee is liquidated, in administration or receivership or proceedings are commenced for its winding up, then the corporate Trustee must immediately cease acting as a trustee.
  - (c) if the Trustee's continuance in office would result in the Fund no longer satisfying the conditions of the SIS Act applicable to Self Managed Superannuation Funds, then that Trustee must immediately cease acting as a trustee.
  - (d) if a Member has died, the deceased Member's Legal Personal Representative may exercise the decision making power of that Member had they not died.
  - (e) if a Member is under a legal disability the Member's Legal Personal Representative may exercise the decision making power of that Member
  - (f) if a Member dies or is subject to a legal disability and the Trustee is a corporate trustee, then the Legal Personal Representative of that Member may be appointed as a director subject to that corporate trustee's constitution.
  - (g) the parent or guardian of a Member who is under 18 and who does not otherwise have a Legal Personal Representative may be appointed as a Trustee or a director of the corporate Trustee.
  - (h) if a Legal Personal Representative of a deceased Member is appointed as a Trustee because of their position as the Member's Legal Personal Representative, then that person may only remain a trustee for no longer than the Superannuation Conditions permit.
  - (i) if a Legal Personal Representative of a Member who is subject to a legal disability is appointed as a Trustee because of their position as the Member's Legal Personal Representative, then that person may only remain a trustee for so long as the Superannuation Conditions permit.

#### **10.9 Self Managed Superannuation Fund – Removal and Appointment of Trustee**

- (a) Any appointment or removal of a Trustee or a director of a body corporate Trustee must be made in such manner as will satisfy the provisions of the SIS Act applicable to Self Managed Superannuation Funds.
- (b) Subject to the SIS Act, in addition to any other method provided in this Deed, a Trustee(s) or an additional Trustee(s) may be appointed or a Trustee(s) removed by:-
  - (i) a written resolution of at least two-thirds of the Members; or
  - (ii) a Deed signed by the Members, the Trustee to be appointed and the Trustee at that time or by their duly appointed attorney, Legal Personal Representative, parent or guardian as may be appropriate. If a Trustee's or a director of a corporate Trustee's office is vacated in any manner described in sub-paragraph 10.8(a) or 10.8(b) or if a corporate Trustee is deregistered, the signing by such Trustee or director is not required.
- (c) A person cannot be appointed as trustee or a director of a corporate trustee, or cannot continue to act as trustee or director of a corporate trustee if they are not eligible to act as trustee of a Self Managed Superannuation Fund under the Superannuation Conditions.
- (d) If no person has the power under paragraph 10 to appoint a trustee, then the Legal Personal Representative of the last Member who is legally capable of signing a document, has that power.
- (e) For clarity, a Legal Personal Representative of a Member appointed under an enduring power of attorney may subject to the Superannuation Conditions, appoint themselves in place of the Member who appointed the enduring attorney.

### 10.10 Registration

A document or deed appointing or removing a trustee does not need to be registered and any law relating to trustees concerning the registration of such documents or deeds does not apply unless the Trustee resolves otherwise, or required by a law that cannot be excluded.

### 10.11 Vesting Fund Assets

- (a) Unless required by law in a manner that cannot be excluded, any appointment or removal of a Trustee effected pursuant to this Deed is sufficient to vest the assets of the Fund in the relevant Trustees without any further action of any kind.
- (b) Despite sub-paragraph (a), on a change of trustees, the retiring trustee or trustee removed must sign all documents and provide all consents necessary to transfer title of all Fund assets to the new and/or continuing trustee.

## 11. LIMITATION OF LIABILITY

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This paragraph does not apply to the extent that it is inconsistent with the Superannuation Conditions.

### 11.1 Limitation

- (a) Subject to sub-paragraph 11.1(b), no Trustee or, where the Trustee is a corporation, none of its directors or officers, will be personally liable for any loss, damage, detriment, mistake, omission, expense or damage or costs ("**Detriment**") whatsoever incurred by any person in connection with the Fund for any reason and without limitation including:-
  - (i) Any Detriment arising from reliance on professional advice; or
  - (ii) Any Detriment arising from the failure of an investment; or
  - (iii) Any Detriment consequent upon the Trustee complying with the Act despite the Trustee's action or inaction being a breach of this Deed.

#### Exception

- (b) Paragraph 11.1(a) does not apply:-
  - (i) to the extent that the Detriment is due to the Trustee's, director's or officer's dishonesty or intentional or reckless failure to exercise the degree of care and diligence that the Trustee, director or officer or other person or entity was required to exercise; or
  - (ii) to the extent that the Trustee is liable under a provision of an applicable statute that cannot be excluded or which would render this clause 11 incapable of operation.

### 11.2 Indemnity

- (a) The Trustee and, where the Trustee is a corporation, its directors and officers are entitled, to the maximum extent permitted by law and in the circumstances referred to in sub-paragraph 11.1(a) and subject to sub-paragraph 11.1(b) to be indemnified from the Fund against all liabilities incurred by each of them or other person in connection with the execution, attempted execution, or non-execution of the Trustee's performance, powers, duties and discretions under this Deed except for an administrative penalty or a civil penalty order under the Act.

#### Payment and reimbursement

- (b) Subject to the Superannuation Conditions, the Trustee and, where the Trustee is a corporation, its directors and officers may recover from the Fund amounts required:-
  - (i) to meet the indemnities referred to above; and
  - (ii) to meet all liabilities whatsoever in connection with the Fund and the exercise of their powers and duties under or in connection with this Deed.
- (c) For the purpose of these indemnities, and to the maximum extent permitted by law and subject to the Superannuation Conditions, the Trustee or, where the Trustee is a corporation, its directors and officers have, and may exercise, a lien over the Fund.

## **12. APPROVAL OF MEMBERS**

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### **12.1 Approval of Members Generally**

Subject to the Superannuation Conditions, where under the terms of this Deed, in relation to the exercise by the Trustee of any power or authority or otherwise, the resolution, consent, approval or agreement (herein referred to as "resolution") of the Members is required, the passing or rejection of that resolution must be determined by a requisite majority of Members in writing unless all Members of the Fund at the time of signature have signified their consent in writing otherwise.

### **12.2 Requisite Majority**

In the provisions of this sub-paragraph the expression "requisite majority of Members" means:-

- (a) in the case where a two-thirds majority is required by the SIS Act – at least two-thirds; and
- (b) in any other case – at least one-half.

### **12.3 Notification to Members**

The Trustee must within fourteen (14) days of any meeting held under the provisions of this sub-paragraph or such other period as may be required by the SIS Act notify all Members of the result, if required by the SIS Act.

### **12.4 Strict compliance not essential**

Any resolution made under this sub-paragraph is not invalidated by reason of any lack or want of strict compliance with these provisions unless it is shown that there has or that there may have caused thereby some substantial and irremediable injustice.

### **12.5 Written Resolution**

Despite this paragraph 12, the Members may give their unanimous approval by signing a document or counterpart documents instead.

## **13. TRUSTEE NOT TO BE SUBJECT TO DIRECTIONS**

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### **13.1 Direction**

If the Superannuation Conditions so require, the Trustee, despite anything in this Deed to the contrary, must not be subject, in the exercise of any of the Trustee's powers under the Deed, to direction by any other person.

### **13.2 Direction taken to be a request**

If any provision in this Deed is inconsistent with the preceding sub-paragraph then, despite such provisions, the Trustee must treat the direction as a request and the Trustee is not bound by such provision or request.

## **14. INVESTMENTS**

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### **14.1 Investment Strategy**

The Trustee must formulate and give effect to an investment strategy in accordance with the SIS Act. Subject to the SIS Act, a Reserve Account may have a separate investment strategy.

### **14.2 Loans**

The Trustee may not lend money to Members or others except in accordance with the Superannuation Conditions and this Deed.

### **14.3 Acquisition of assets from Members**

The Trustee must not intentionally acquire an asset from a Related Party unless the Superannuation Conditions otherwise permit.

#### **14.4 Borrowing**

- (a) The Trustee may borrow money or maintain an existing borrowing of money and assign, pledge, mortgage or charge any of the assets of the Fund as security for any such financial accommodation, if the Superannuation Conditions permit.
- (b) Without limiting sub-paragraph 14.4(a) and subject to the Superannuation Conditions, the Trustee may raise any money in any lawful manner including by drawing, endorsing, accepting or otherwise dealing in any bill of exchange, promissory note or other negotiable instrument. The Trustee may secure the repayment of any moneys so raised with interest at such rate as the Trustee thinks fit and upon any terms and conditions in all respects as the Trustees think fit, and:-
  - (i) any money raised by the Trustees will form part of the Fund; and
  - (ii) interest payable on such borrowings as referred to in this sub-paragraph 14.4 is a proper outgoing of the Fund.

#### **Limited Recourse Borrowing**

- (c) Without limiting sub-paragraph 14.4(a) the Trustee has all the necessary powers to enter into any arrangement that complies, to the extent necessary, with sections 67A & 67B SIS Act and subject to those sections (and without limiting them) the Trustee may:-
  - (i) borrow money;
  - (ii) maintain an existing borrowing of money;
  - (iii) assign, pledge, mortgage or charge assets of the Fund as security for a borrowing or financial accommodation;
  - (iv) enter into and execute all documents including documents in connection with acquiring a beneficial interest of an original asset or replacement asset as defined in that section;
  - (v) pay the expenses incurred in any such borrowing from the borrowed money;
  - (vi) refinance or vary the terms of a borrowing; and
  - (vii) do all such things as may be ancillary or necessary including, without limitation, the variation and transposing of any asset so acquired including such acts and the entering into of such deeds or documents as may be necessary with any person or entity holding or to hold legal title to an asset referred to in that section.

#### **Loan Applications & Conditions**

- (d) The Trustee may make a loan application to any lender and utilise the services of any custodian and make such arrangements and do such things and execute such documents as may be required to comply with any conditions of approval in respect of such loan.

#### **Asset Title**

- (e) If an asset is held in the Trustee's name for the Fund, the Trustee may transfer the legal title to a custodian trustee, subject to the Superannuation Conditions, to be held for the Trustee in its capacity as Trustee of the Fund.

#### **14.5 In-house assets**

The Trustee must take all reasonable steps to ensure that the in-house assets rule applicable to the Fund, if any, are complied with and may only invest in in-house assets if permitted by the Superannuation Conditions. Subject to those conditions the Trustee may continue to hold any existing in-house asset.

#### **14.6 Arms' length dealing required**

The Trustee must not, if prohibited by the Superannuation Conditions, make investments unless the Trustee and the other party to the relevant transaction are dealing with each other at arms' length in respect of the transaction.

#### **14.7 Power to invest as if natural persons**

- (a) Subject to the SIS Act, the Trustee may make any investment that a natural person may make, whether in Australia or elsewhere.
- (b) The Trustee has power to sell, vary or transpose any investment/asset.



- (c) All investments by the Trustee are subject to compliance with the Superannuation Conditions.

#### **14.8 Other powers**

Without limiting the preceding sub-paragraph or any other sub-paragraph of this clause, but subject to the limitations in these provisions and subject to the Superannuation Conditions, the Trustee may:-

- (a) invest in any investment authorised by the laws of Australia or of any of its States or Territories for the investment of trust funds;
- (b) invest in the purchase of or subscription for preference or other shares or stock or preference or other share or stock options in any company registered in Australia or in any other country;
- (c) invest in the purchase of units or sub units of property or other investment trusts or other common fund;
- (d) make deposits with any bank or other financial institutions, life insurance company or building society or other entity or on loan to any company, organisation or person not being a Member;
- (e) invest in policies of insurance, assurance, endowment, deposit administration or investment;
- (f) invest in the purchase of annuities and deferred annuities from a life insurance company or other organisation;
- (g) invest in the purchase of any real estate;
- (h) invest in deposits or loans;
- (i) invest in instalment warrants or otherwise acquire instalment warrants;
- (j) invest in any derivative product or derivative contract;
- (k) sell, transfer, hire, lease or dispose of any real or personal property of the Fund, whether at a profit or not;
- (l) grant or take any put or call option for the purchase of any real or personal property of the Fund, whether the sale occurring on exercise of such an option will be at a profit or not;
- (m) buy, transfer, acquire, hire or lease any property;
- (n) invest in its name or under its control the Fund in any one or more of the investments authorised by this Deed with power in the Trustee's absolute discretion either to retain the investment in that form or to sell or convert into money any of those investments for cash or on terms (so as to allow a purchaser any time for payment of the whole or part of the purchase price with or without interest and with or without security) and power in the Trustee's absolute discretion from time to time to vary or transpose any investments into others authorised by this Deed;
- (o) purchase, take on lease or licence, develop, construct, hold, improve, sell, transfer, convey, surrender, lease, licence or otherwise deal with any real property and, without limiting the generality of this sub-paragraph, to develop any commercial or retail premises and hold or sell, transfer, convey, surrender, lease or licence such premises;
- (p) invest in any property including land even if the property does not earn rent;
- (q) enter into contracts for the purchase of property to be constructed;
- (r) make any other investment whether or not similar to any of the above which the Trustee considers to be appropriate including the purchase of property where the contract for purchase is, amongst other things, subject to approval by any person or authority or entity, of a plan of subdivision or a strata plan or other plan and registration of that plan whether also subject to the carrying out of building or other works; and

- (s) do anything incidental to the exercise of any of the Trustee's powers.

#### **14.9 Nominees for Trustee**

Any investment may be held in such names including joint names with others if permitted by the Superannuation Conditions, the name of a nominee or custodian (whether an individual or corporation) as the Trustee from time to time determines to the extent not prohibited by the Superannuation Conditions.

#### **14.10 Continuation of loans and investments to Members**

- (a) The Trustee may continue any loans transferred in respect of a Member from another superannuation fund under conditions that will not cause the Fund to fail to satisfy the Superannuation Conditions.
- (b) The Trustee may maintain an existing investment that would not be permitted by the Superannuation Conditions as at the date that this Deed applies if the Superannuation Conditions so permit.

### **15. INVESTMENT CHOICE**

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#### **15.1 No Obligation**

- (a) The Trustee is not obliged to provide investment choice to Members or Beneficiaries of the Fund except as required by the SIS Act.
- (b) The Trustee may however in their absolute discretion determine to provide investment choice subject to the Superannuation Conditions either generally or only in respect of certain Members or Beneficiaries or certain classes of Members or Beneficiaries of the Fund.

#### **15.2 Investment Strategy**

- (a) Where the Trustee determines to provide investment choice, they must establish an investment strategy for each of the investment choices available to Members and Beneficiaries and where appropriate must allocate or designate particular assets of the Fund to be held in accordance with that strategy. The Trustee must notify Members and Beneficiaries of the investment objectives of each of those strategies and provide any other information required for this purpose by the Superannuation Conditions to enable Members and Beneficiaries to make an informed decision regarding the effect of and risks associated with, each of those investment strategies.
- (b) The notification provided must include the various directions that a Member or a Beneficiary can give to the Trustee under sub-paragraph 15.5 and the circumstances in which any such directions can be given or altered.

#### **15.3 Trustee must monitor**

The Trustee must monitor each of the investment strategies established under sub-paragraph 15.2 and the assets held in accordance with each strategy in order to ensure that each of those investment strategies is appropriate in respect of Members or Beneficiaries or classes of Members or Beneficiaries to whom each of those strategies is available.

#### **15.4 Selection and direction**

- (a) A Member or Beneficiary of the Fund may, where the Trustee has determined to offer investment choice in accordance with sub-paragraph 15.1, select one or more of the investment strategies formulated by the Trustee under sub-paragraph 15.2 and direct the Trustee to invest part or the whole of the monies held in respect of that person in accordance with the strategy or strategies selected by that person under this sub-paragraph.
- (b) Any directions by the Member or Beneficiary must only be given in accordance with the Superannuation Conditions.

### **15.5 Member Document**

- (a) A Member or Beneficiary who wishes to select one or more investment strategies pursuant to sub-paragraph 15.2 must give to the Trustee such documents as the Trustee requires and must clearly set out details of the investment strategy or strategies selected by the Member or Beneficiary.
- (b) The Trustee is not bound to act on any such document if it breaches any of the requirements of the Superannuation Conditions.

### **15.6 Asset specific investments**

- (a) Except to the extent permitted by the Superannuation Conditions, the Trustee is not bound to make a particular investment in respect of a Member or Beneficiary of the Fund.
- (b) Where a Member or Beneficiary wishes to select particular investments (whether those investments comprise one or more assets) a request to the Trustee must be made for an additional investment strategy or strategies for those particular investments ("asset specified investment strategy") to be formulated by the Trustee and for that strategy or those strategies to be made available to that Member or Beneficiary in accordance with sub-paragraph 15.2.
- (c) The Trustee may in their absolute discretion approve or reject any requests made under this sub-paragraph.
- (d) Pursuant to this provision, the Trustee may make a specific rule or otherwise bind the Trustee to ensure that any such asset or investment forms part of the Member's or Beneficiary's account to the extent that no other Member or Beneficiary shall be entitled to any part of that asset or investment.
- (e) If an asset is transferred to the Trustee of the Fund on terms that for stamp duty reasons or otherwise require it to be held by the Trustee to the exclusion of any other Member, other than the transferor Member(s) then the Trustee shall do such things and execute such documents as are necessary to ensure that the property is so held. (See also sub-paragraph 8.5)

### **15.7 Advice to Members**

The Trustee must, if required by the SIS Act, advise Members and Beneficiaries of the investment strategy or strategies which will be adopted by the Trustee in respect of those Members or Beneficiaries or classes of Members or Beneficiaries who decline, or otherwise do not select an investment strategy.

## **16. POWERS OF TRUSTEE**

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### **16.1 Discretionary Powers of Trustee**

Subject to the Superannuation Conditions, the Trustee has all the powers of a natural person. The Trustee in the exercise of the authorities, powers and discretions vested in the Trustee has an absolute and uncontrolled discretion and may exercise or enforce or delegate (by power of attorney or otherwise) all or any of the authorities, powers or discretions from time to time or may refrain from exercising all or any of such authorities, powers or discretions from time to time and their decision as to the interpretation and effect of this Deed is final and binding on all parties.

### **16.2 Additional Powers**

Subject to the Superannuation Conditions and without limiting the preceding sub-paragraph, the Trustee also has the following powers, and where the Superannuation Conditions require it, with the Member's election, consent, request or authority:-

- (a) to insure or re-insure and to self insure any risks contingencies or liabilities of the Fund including, without limitation, the Fund's liability to indemnify the Trustee and any liability of any officer of a Constitutional Corporation Trustee;

- (b) to open and operate any account with any financial institution and to make regulations for the operation of such accounts including the signing and endorsing of cheques and other negotiable instruments;
- (c) to institute or defend or otherwise deal with any legal proceedings in respect of the Fund including in respect of or for losses to any Member or Eligible Recipient in connection with the Fund;
- (d) to be indemnified and to give indemnities and guarantees to or in favour of or on behalf of any person or entity as the Trustee thinks fit;
- (e) to enter into any contract and do all such acts matters and things as the Trustee may consider necessary or expedient for any matter or purpose in respect of the Fund or this Deed;
- (f) to engage the services of any company, person or firm or other entity as the Trustee may consider necessary for the proper administration and management of the Fund or to obtain expert advice;
- (g) to appoint an Auditor of the Fund from time to time at such remuneration and on such other conditions as the Trustee thinks fit;
- (h) to deduct and pay from the Fund the amounts of administration and other costs including any tax or duty payable by the Trustee in connection with the Fund and to debit any of the accounts of the Fund with such amounts in such manner as the Trustee may determine and which must not cause the Fund to fail to comply with the Superannuation Conditions;
- (i) to pay any benefit and to deduct from any benefit or other payment any tax or duty payable whether from or in respect of it and whether payable by the person entitled thereto or the Fund and must then pay that tax or duty to the relevant authority and the person is entitled to receive only the net benefit or payment after the deduction has been made;
- (j) to do anything required or permitted by this Deed and anything incidental to the exercise of any of the Trustee's powers;
- (k) to delegate, in writing, the exercise of all or any of the powers or discretionary authorities hereby conferred on the Trustee and execute any powers of attorney or other instruments necessary to effectuate such purpose;
- (l) to transfer or pay from the Fund, on a Member's request, any amount in the Member's account provided that such transfer or payment is permitted by the Superannuation Conditions;
- (m) to resolve, compromise, settle, instigate or continue or become a party to and to defend any proceedings with the power to participate in mediation or other dispute resolution or arbitration in respect of any matter or dispute arising from this Deed and Trustee or Member rights or third parties as the Trustee determines;
- (n) to carry on a business;
- (o) to pay any benefit in respect of a person who is incapacitated;
- (p) to make any election, choice or determination and give any notice that may be given by the Trustee to the Regulator or anyone else in connection with status of the Fund or its tax (including capital gains tax) treatment or status or the tax treatment of benefits;
- (q) without limitation, to do anything that is required to be done or that the Trustee decides should be done including anything requested by a Member to be done, in connection with transfers, elections and any other acts arising from the Treasury Laws Amendment (Fair and Sustainable Superannuation) Act 2016, whether relating to transfer balance caps, transfer balance accounts, commutation authorities, resetting of costs bases for the purpose of obtaining capital gains tax relief, segregating or ceasing segregation of current pension assets, the deferral of the inclusion of notional capital gains, the exclusion of such gains and seeking relief for transfer cap breaches or any other breaches or otherwise;

- (r) such other powers as are necessary, desirable or appropriate to the fulfilment of the purposes of the Fund and its proper and efficient maintenance, management, operation, promotion and advancement and its compliance with and exercise of powers authorities and discretions available under the Superannuation Conditions;
- (s) to comply with any notice or authority issued by the Regulator whether issued by the Regulator pursuant to Division 131 Taxation Administration Act 1953 being a First Home Super Saver Determination or any other determination by the Regulator, and in this regard to do all such things as may be necessary or desirable and without limitation, including the payment of tax, transfer of monies or the making of elections or giving of notice to the Regulator and/or the Member;
- (t) to accept downsizer contributions and do all such things as may be required of the Trustee under the Treasury Laws Amendment (Reducing Pressure on Housing Affordability Measures (No. 1)) Act 2017 and any other contribution or Shortfall Component and to pay any benefit required to be accepted or paid to or from the Fund under this Deed;
- (u) to obtain legal opinions in relation to this Deed and in respect of any course of action proposed or taken by the Trustees or a Member without liability for acting on that advice from any person who may be directly or indirectly affected by that action or inaction;
- (v) such other powers conferred on a Trustee by statute or general law in addition to the powers conferred by this Deed including to give any receipts, discharges and releases the Trustee considers appropriate in exercising its duties or powers.

### **16.3 Trustee's Interest**

Subject to the Superannuation Conditions, the Trustee has power generally to exercise or concur in exercising all the Trustee's powers and discretions contained in this Deed or otherwise conferred not withstanding that:-

- (a) any person being a Trustee;
- (b) any person being a director or shareholder of a Trustee; or
- (c) any person being a relative of a Trustee or any person being a relative of a director or shareholder of a Trustee hereof (being a company)

has or may have a direct or personal interest, whether:-

- (i) as trustee of any other settlement;
- (ii) in his/her personal capacity;
- (iii) as shareholder or director;
- (iv) member or partner of any company or partnership;
- (v) as a relative of the Trustee or relative of a director or shareholder of a Trustee or relative of a Member or relative of a partner of any company or partnership;
- (vi) as a unitholder in any unit trust or beneficiary of any other trust including, without limitation, a discretionary trust or otherwise; or
- (vii) as a relative of a unitholder in any unit trust or beneficiary of any other trust including, without limitation, a discretionary trust or otherwise;

in the mode or result of exercising such power or discretion or may benefit either directly or indirectly as a result of the exercise of any such power or discretion and even if the Trustee for the time being is the sole Trustee.

## **17. NOTIFICATION OF SIGNIFICANT ADVERSE EFFECTS**

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### **17.1 Trustee to give notice of significant adverse effect**

If the Trustee becomes aware of the occurrence of an event having a significant adverse effect on the financial position of the Fund, they must give such notice as may be required by the Superannuation Conditions.

## **18. INSURANCE**

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### **18.1 Insurance and Review**

- (a) In formulating, reviewing and giving effect to an investment strategy, the Trustee must, without limitation, have regard to whether a contract of insurance insuring one or more Members should be held by the Trustee, in accordance with the SIS Regulations.
- (b) Subject to the Superannuation Conditions, the Trustee has power from time to time to effect policies of insurance of any type including on the life of any Member to secure payment upon death of the Member or the happening of any other contingency in respect of that Member, of such amount as the Trustee in their absolute discretion thinks fit, and to renew any such policies for such period as the Trustee may think fit and the Trustee has power to accept an assignment of any policies of insurance effected in respect of a Member and to transfer any policies of insurance.

### **18.2 Annuities**

The Trustee has power from time to time to acquire annuities or deferred annuity policies upon the life of any Member or any of the Member's Dependents of such amount as the Trustee determines and the Trustee has power to accept an assignment of such annuities or deferred annuity policies effected in respect of a Member and to transfer them.

### **18.3 Powers**

Subject to the Superannuation Conditions, insurance policies may be issued in the names of or assigned to the Trustee and must be held by the Trustee upon and subject to the provisions of this Deed and the Trustee may enforce, surrender, sell or otherwise deal with any such policies as they in their absolute discretion think fit provided that the Trustee may also arrange for annuities or deferred annuity policies to be issued in the name of a Beneficiary.

### **18.4 Evidence to be provided by Member for insurance**

A Member must provide any evidence that may be required from such Member in order to secure cover under any insurance policy and the Trustee is not bound to seek completion of such policy if evidence satisfactory to the insurer is not provided.

### **18.5 Premiums**

Subject to the Superannuation Conditions, the Trustee may debit such accounts of the Fund as they determine with the applicable insurance premiums.

### **18.6 Power to retain Prior Insurance Policies**

- (a) Where under any Prior Governing Rules of this Fund, provision was made for purchasing policies of any type of insurance and paying the premiums of those insurance policies, the Trustee may, in their absolute discretion, continue those policies and do such things as may be necessary in that regard.
- (b) The Trustee, in their absolute discretion, may vary the policies, subject to the Superannuation Conditions.

## **19. ACCOUNTS**

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### **19.1 Trustee to keep accounting records**

The Trustee must keep such minutes, records and reports as they consider appropriate for the proper administration of the Fund and such further records, minutes and reports as may be required by the Superannuation Conditions and may:-

- (a) keep such accounting records as correctly record and explain the transactions and the financial position of the Fund;
- (b) keep its accounting records so as to enable the preparation of the accounts and statements in accordance with the Superannuation Conditions;

- (c) keep its accounting records so as to enable those accounts, statements and returns to be conveniently and properly audited in accordance with the Superannuation Conditions; and/or
- (d) keep a Reserve Account to which may be credited or debited such amounts as the Trustee determines from time to time subject to the Superannuation Conditions.

### **19.2 Balance Sheet**

The Trustee must as soon as practicable after the expiration of each Financial Year cause to be drawn up such:-

- (a) balance sheets and statements of financial position;
- (b) operating statements;
- (c) other financial accounts and statements as are required by the Superannuation Conditions; and/or
- (d) such other statements as the Trustee thinks fit.

### **19.3 Accounts and statements to be prepared**

The Trustee may prepare such accounts and statements additional to those described in this paragraph as are required by the Superannuation Conditions or otherwise, as they think fit.

### **19.4 Audit**

If required by the Superannuation Conditions, the Trustee must ensure that the accounts and statements of the Fund are audited by an Auditor.

### **19.5 Maintenance of reserves**

- (a) This sub-paragraph is subject to the Superannuation Conditions.
- (b) The Trustee may maintain reserves of the Fund.
- (c) Subject to the SIS Act and the investment strategy applicable to the reserve, a Member is not entitled to any property held in a Reserve Account and the Trustee is not required to allocate such property.
- (d) The Trustee has, in relation to Reserve Accounts, all the powers applicable to the Fund.

## **20. ROLLOVER**

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### **20.1 Trustee may pay rollovers**

The Trustee may pay benefits to an eligible rollover fund or other fund on a Member's request or as may be permitted by the Superannuation Conditions.

## **21. MEMBER ACCOUNTS**

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### **21.1 Trustee to keep accounts**

- (a) Subject to complying with the Superannuation Conditions, the Trustee may keep such Member Accounts in respect of Member and Employer contributions (if any) as they think fit, including accounts and sub-accounts in respect of Segregated Assets, containing such particulars as the Trustee determines.
- (b) Sub-accounts or sub-funds or otherwise may be kept in respect of a Member or more than one Member.
- (c) Contributions or other property held by the Trustee in a Member's account must be paid or transferred in accordance with this Deed and the Superannuation Conditions and part of that

Fund not required by the Superannuation Conditions to be so paid or transferred may be dealt with as permitted by this Deed and subject to the Superannuation Conditions.

- (d) Subject to the Superannuation Conditions, the Trustee may keep records disclosing and showing any movements in the Transfer Balance Account and the Trustee in its discretion has the power to do anything or refrain from doing anything to meet the requirements of Division 294 ITAA 1997. Without limiting the Trustee's discretion and subject to the Superannuation Conditions, a Member may request the Trustee, in respect of the Member's interest in the Fund, to do such things as may be required to ensure that the Member's caps comply with the Superannuation Conditions and the Trustee may do those things.

## **21.2 Power to retain prior categories of membership and vesting**

- (a) Where under any Prior Governing Rules of this Fund or under any fund from which a benefit has been transferred, provision was made for categories of membership or for vesting of contributions, the Trustee may, in their absolute discretion, continue to apply or adopt those provisions or provisions similar thereto as the Trustee may reasonably determine.
- (b) The Trustee may treat that benefit so transferred in that manner despite the provisions of this Deed, it being the intention of this provision to give the Trustee the power to retain and continue to treat that benefit in a similar manner to its treatment under those prior or other governing rules.
- (c) This provision is subject to the Superannuation Conditions.

## **21.3 Details of accounts**

Without limiting sub-paragraph 21.1 and subject to the Superannuation Conditions, a Member Account may (or must if required by the Superannuation Conditions) include:-

- (a) accounts showing:-
  - (i) contributions by Members or Employers to that account;
  - (ii) sums which the Trustee determines are to be credited or debited to the account in order to provide the benefits payable to or in respect of the Member in accordance with the Deed; and
  - (iii) the portion of the account that is Preserved and the conditions of such preservation.
- (b) Any such account may, subject to the Superannuation Conditions, be debited or credited and such other entries may be made or particulars recorded as the Trustee deems to be appropriate including, without limitation, earnings, amounts received from or transferred to a complying fund, a complying Approved Deposit Fund as defined in the SIS Act, an Eligible Rollover Fund as defined in the SIS Act, insurance policy and annuity proceeds, Shortfall Components as defined in the Superannuation Guarantee (Administration) Act 1992 (Cth), insurance premiums, costs or expenses, amounts arising from asset valuations, losses on investment realisations, taxes and levies, and provisions for reserves.
- (c) Without limiting the discretion in sub-paragraph (b) and the Superannuation Conditions and subject to the Member's consent, if required by the Superannuation Conditions, the Trustee may debit and/or credit such accounts, amounts which the Trustee determines are appropriately credited or debited including, without limitation, a Payment Split, Splittable Contributions, amounts to be transferred to a Reserve Account under this Deed, expenses, losses, benefit payments (whether lump sum or pension), taxes and any amount referable to compliance with Division 294 ITAA 1997.

## **22. SEGREGATED ASSETS**

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**22.1** The Trustee may subject to the Superannuation Conditions, transfer and segregate in the books and records of the Fund any of the assets of the Fund for the sole purpose of discharging the current pension liabilities of the Fund out of those assets or any other purpose permitted by the Superannuation Conditions.

**22.2** The transfer values and annual valuations of the segregated assets must be determined as may be required by the Superannuation Conditions.



- 22.3** The Trustee may, in accordance with the Superannuation Conditions, re-transfer assets segregated in order to meet the requirements of the Superannuation Conditions applicable to the segregated assets.
- 22.4** Subject to the Superannuation Conditions, the Trustee may create separate pension benefit accounts in respect of pensions payable under this Deed as the Trustees determine and may credit or debit those accounts in such manner as the Superannuation Conditions permit or as the Trustee considers appropriate and with the Member's consent if required by the Superannuation Conditions.
- 22.5** The Trustee may take any action not prohibited by the Superannuation Conditions to revert segregated assets so that they are no longer segregated, with the consent of the relevant Member, if required by the Superannuation Conditions.

## **23. VALUATION OF THE FUND AND ALLOCATION OF PROFITS OR LOSS**

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### **23.1 Valuation**

The Trustee must at intervals required, if required by the Superannuation Conditions and may at any time, value the assets and liabilities of the Fund and any surplus or deficiency, including unrealised gains or losses revealed by such valuation, must be separately credited or debited to the profit and loss account of the Fund. For the purpose of effecting a valuation, the Trustee has an absolute discretion in selecting the valuation basis for any asset or liability provided that such basis must not be one which causes the Fund to fail to satisfy the Superannuation Conditions.

### **23.2 Profit or loss distribution**

The Trustee may in their absolute discretion determine the amount of profit or loss of the Fund that must be credited or debited to and amongst the Member Accounts and any other accounts that the Trustee nominates in such proportions and such manner as the Trustee decides and may set formulae or interest rates for this purpose provided that the Trustee must, in the exercise of their discretions under this sub-paragraph, act in a manner that is in accordance with the Superannuation Conditions. If the Trustee maintains reserves, the Trustee may first determine what amount of the profit or loss is to be allocated to the Reserve Accounts, and the balance (if any) credited or debited in accordance with this Deed.

### **23.3 Other Debits**

Subject to the Tax Act and the Superannuation Conditions, the Trustee may debit any accounts of the Fund in respect of taxation liabilities or any other outgoings and make such other entries in such manner as the Trustee determines.

## **24. CONTRIBUTIONS**

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### **24.1 Acceptance of contributions – General**

The Trustee may accept any contribution from any contributor unless the Fund is not permitted by the Superannuation Conditions to accept a contribution.

### **24.2 Acceptance of Co-Contributions**

Without limiting sub-paragraph 24.1, the Trustee may accept contributions from the Government in the form of a co-contribution, unless the Fund is not permitted to do so by the Superannuation Conditions.

### **24.3 Acceptance of Member contributions**

Without limiting sub-paragraph 24.1, the Trustee may accept contributions that are made in respect of a Member in accordance with the SIS Act including those that are permitted or deemed permitted by the SIS Act.

### **24.4 Child Contributions**

The Trustee may accept child contributions in respect of a Minor if permitted by the Superannuation Conditions.

### **24.5 Contributions in Cash or Assets**

Any contribution must be paid either in cash or by transfer of assets provided that the assets transferred must be investments permitted by this Deed. Any such transfer of an asset must be made upon the terms and conditions required by the Superannuation Conditions, and must not be made if

the Trustee or an agent or custodian trustees or delegate of the Trustee is prohibited by the Superannuation Conditions from acquiring the asset.

#### **24.6 No Obligation to Contribute**

In the absence of any agreement to the contrary, neither a Member nor an Employer are under any obligation to make a contribution to the Fund and a Member may remain a Member of the Fund notwithstanding a contribution is not made in respect of that Member in respect of any year.

#### **24.7 Ineligible Contributions**

If the Trustee at any time ascertains that any contribution has been accepted in breach of the provisions of the Superannuation Conditions, the Trustee must, unless permitted otherwise by the Tax Act or the Superannuation Conditions, take such action as may be necessary to comply with the Superannuation Conditions, including refunding the relevant amount on request by a Member or where the Superannuation Conditions require a refund. Deductions may be made by the Trustee of any such contributions for amounts lawfully paid for tax or other charges subject to the Superannuation Conditions.

#### **24.8 Non-acceptance of Contributions**

The Trustee may, subject to the Superannuation Conditions, return any contribution even if such contribution is permitted to be accepted by the Trustee under the Superannuation Conditions.

#### **24.9 Allocation of Contributions**

Subject to SIS Regulation 7.08, within 28 days (or within a longer period that is reasonable in the circumstances if within 28 days it is not reasonably practicable to so allocate or such other period as the Regulator or the Superannuation Conditions permits) of the end of the month of receipt of a contribution, the Trustee must allocate the contribution to the Member of the Fund.

#### **24.10 Complying with Applicable Caps**

Subject to the Superannuation Conditions, the Trustee may exercise any power under paragraph 24 as may be necessary to ensure compliance with the General Transfer Balance Cap, the Transfer Balance Cap and any other applicable cap.

#### **24.11 Other Amounts**

Nothing in this clause is to limit the Trustee's power to accept any money or asset in respect of a Member where such acceptance is permitted by the Superannuation Conditions or would not cause the Fund to cease being a complying self-managed superannuation fund..

## **25. SPOUSE CONTRIBUTIONS – SPLITTING AMOUNTS**

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### **25.1 Application to roll over, transfer or allot an amount of contributions**

- (a) Subject to the SIS Regulations and in particular Division 6.7, a Member may, in a Financial Year, apply to the Trustee to roll over, transfer or allot an amount of benefits, for the benefit of the Member's Spouse, that is equal to an amount of the Splittable Contributions made by, for, or on behalf of the Member in:-
  - (i) the last Financial Year that ended before the application; or
  - (ii) the Financial Year in which the application is made - where the entire Member's Benefit is to be rolled over or transferred in that year.
- (b) The applicant must specify, in the application, the amount of the benefit from the following:-
  - (i) the Member's taxed Splittable Contributions; or
  - (ii) the Member's untaxed Splittable Contributions;that the Member seeks to split for the benefit of the Member's Spouse.

### **25.2 Decision on application**

- (a) The Trustee may accept an application only if it is made in accordance with the SIS Regulations.
- (b) If the Trustee accepts an application in accordance with this provision, the Trustee must, subject to the Regulations, and in any case within the period prescribed by the SIS Regulations, roll over, transfer or allot the amount of benefits for the benefit of the receiving Spouse.

- (c) The Trustee is permitted to do all such things as may be necessary to give effect to these provisions and words in these provisions have the same meaning as contained in Division 6.7 of the SIS Regulations.

## **26. BENEFITS**

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### **26.1 Mode of Payment of Benefits**

Benefits shall be paid as provided by this Deed.

### **26.2 Payments of Benefits Generally**

Subject to this Deed and the Superannuation Conditions, benefits are payable to an Eligible Recipient, if cashing restrictions do not apply or have been satisfied and if:-

- (a) the Member or Eligible Recipient as appropriate, has made a Request to the Trustee to do so; or
- (b) benefits are otherwise required to be paid;

and the Trustee shall pay those benefits in such manner as the Trustee may in the Trustee's absolute discretion decide or in accordance with the request or requirement or otherwise as the Superannuation Conditions require.

### **26.3 When Benefits are Payable**

Subject to this Deed and the Superannuation Conditions, a benefit may be payable:-

- (a) If a Member:-
  - (i) retires from Gainful Employment;
  - (ii) reaches Preservation age;
  - (iii) reaches age 65;
  - (iv) is Temporarily Incapacitated or Permanently Incapacitated;
  - (v) suffers a terminal medical condition as provided by the SIS Act;
  - (vi) suffers severe financial hardship as defined by the Superannuation Conditions;
  - (vii) qualifies on compassionate grounds in accordance with SIS Regulation 6.19A;
  - (viii) satisfies any other condition of release required to be satisfied by the Superannuation Conditions;
  - (ix) becomes entitled to the payment of a temporary total disablement insurance policy on the life of the Member (the proceeds of the policy may be paid to the Member if the Superannuation Conditions permit); or
  - (x) who is a temporary resident, permanently departs Australia and requests payment in writing of their benefit in accordance with the SIS Regulations.
- (b) in any circumstances where the SIS Act requires that a benefit is to be paid.

### **26.4 Types of benefits payable**

- (a) Subject to this Deed and without limitation sub-paragraph 26.5, an Eligible Recipient may make a written request to be paid any one or more (including any combination) of the following:-
  - (i) lump sum;
  - (ii) pension; and/or
  - (iii) any other benefit payment permitted by the Superannuation Conditions.
- (b) Benefits payable to an Eligible Recipient must not exceed the interest of the relevant Member in the Fund unless permitted by the Superannuation Conditions.
- (c) Subject to this Deed, the Trustee may pay a benefit as a lump sum, pension or any combination of these and in any manner permitted by the SIS Act.

### **26.5 Election for payment of benefit**

- (a) This sub-paragraph is subject to the Superannuation Conditions and to paragraph 28.

- (b) An Eligible Recipient may in writing request the Trustee to pay the benefit to that Eligible Recipient (“**Request**”). The Request may be varied or withdrawn by the Eligible Recipient. Unless the Trustee determines otherwise, the Request shall be made before the benefit is paid or commenced to be paid.
- (c) The Request may, unless the Trustee determines otherwise, and subject to the Superannuation Conditions, include, but is not limited to:-
- (i) the type of benefit;
  - (ii) the proposed date for payment of a lump sum or a proposed date of commencement of payment of a benefit;
  - (iii) the amount of a lump sum;
  - (iv) the amount that is to support a pension payment;
  - (v) the tax characteristics of any amount;
  - (vi) notification that the Member has satisfied a condition of release;
  - (vii) the frequency of payment of periodical amounts;
  - (viii) the name of one or more Reversionary Beneficiaries;
  - (ix) whether the entitlement of a Reversionary Beneficiary is subject to the terms of any Nomination or whether the entitlement is paramount and any Nomination is subject to any Reversionary Beneficiary’s entitlement;
  - (x) the order and/or contingencies in which Reversionary Beneficiaries may become entitled;
  - (xi) whether the Eligible Recipient wishes the Trustee to segregate any specific assets to the pension account; and
  - (xii) any other provision that is not inconsistent with the requirements of the Superannuation Conditions.
- (d) Subject to this sub-paragraph 26.5, the Trustee shall comply with the Request. The Trustee may notify the Eligible Recipient of any part that is inconsistent with the Superannuation Conditions and the Eligible Recipient may vary, accept or withdraw their Request as they wish prior to commencement of any payment. The Trustee must record the terms of the benefit payment. The Trustee and the Eligible Recipient may also enter into a pension or other agreement on terms agreed by them instead.
- (e) Subject to the Superannuation Conditions, the Trustee may make an additional payment to a former Member’s account in the Fund if the Trustee determines that it is just and equitable to do so.
- (f) If a pension is payable, the Trustee may (or must as the case may be) pay a pension or any other type or combination of pensions. Without limitation and subject to the Superannuation Conditions, these include:-
- (i) Account based Pensions;
  - (ii) Transition to Retirement Income Streams;
  - (iii) Non-commutable income stream for Temporary incapacity;
  - (iv) Allocated Pensions (generally must have commenced before 19 September 2007); and
  - (v) Market Linked Pension (generally must have commenced before 19 September 2007).
- (g) Subject to this paragraph and the Superannuation Conditions, if a pension is to be paid, it must be paid in accordance with this Deed or if a pension commenced before the date of this Deed, in accordance with the applicable Superannuation Conditions at that time, then the Trustee may continue to pay that pension unless the Trustee and the Eligible Recipient agree otherwise.
- (h) An annuity may be purchased by the Trustee instead of paying a Pension and if the Eligible Recipient agrees, the annuity may be transferred to the Eligible Recipient.
- (i) If there is a conflict between a death benefit nomination that is binding on the Trustee and the terms of a pension specifying a Dependant who is entitled to that pension on the Member’s death (“**reversionary pensioner**”) that is binding on the Trustee, then the entitlements of the reversionary pensioner prevail.
- (j) Despite this sub-paragraph 26.5, a Request that is binding on the Trustee is invalid to the extent that if the Trustee did comply with it, the Trustee would be liable to a penalty or commit an

offence or result in a benefit, or part of a benefit, being payable to a person who is not permitted by the SIS Act to be paid such benefit.

#### **26.6 Minimum Benefit**

The Benefits payable to an Eligible Recipient shall be at least the minimum benefit required to be paid by the Superannuation Conditions in respect of that Eligible Recipient.

#### **26.7 Member to provide evidence of entitlement**

- (a) The payment of any benefit is subject to the Trustee being satisfied that the person claiming the benefit is entitled to the benefit and may require that person to produce such evidence, perform such acts and execute such documents as the Trustee may reasonably require to be satisfied of the person's entitlement. The Trustee may postpone the payment of any benefit until the requirements of this sub-paragraph have been met.
- (b) If the Superannuation Conditions are altered in a manner that must be complied with then nothing in this Deed or any pension agreement or Trustee decision shall require the Trustee to act in a manner that is inconsistent with the Superannuation Conditions, even if to do so would alter in some manner a benefit payment.

#### **26.8 Preserved Benefits**

- (a) Any benefit that is required to be Preserved under the Superannuation Conditions must not be paid to or in respect of the Member at a date earlier than allowed from time to time by the Superannuation Conditions.
- (b) If nominated by the Member, the Trustee may transfer any Preserved benefit to another superannuation fund, an Approved Deposit Fund as defined in the SIS Act or a deferred annuity or such other superannuation entity as the Superannuation Conditions allow.
- (c) If the Fund holds benefits that were not the subject of preservation prior to the date of this Deed or the date of adoption or application of this Deed then nothing in this Deed operates in a way that has the effect of preserving those benefits, unless the Superannuation Conditions require it.

#### **26.9 Restricted non-Preserved benefits and Unrestricted Non-Preserved Benefit**

- (a) Restricted non-Preserved benefits may be paid only if a condition of release is satisfied or when permitted by the SIS Act.
- (b) Subject to the Superannuation Conditions, an Unrestricted Non-Preserved Benefit may be paid on a request to the Trustee by an Eligible Recipient despite any other provision of this Deed.

#### **26.10 Trustee may transfer assets in specie**

Subject to the Superannuation Conditions, the Trustee may, with the agreement of the Eligible Recipient, transfer investments of the Fund of equivalent value to such benefit in lieu of payment of the same in money. The Trustee may take into account such associated costs, taxes or other expenses of such transfer as they think fit and make adjustments accordingly, subject to the Superannuation Conditions.

## **27. BENEFITS PAYABLE ON DEATH**

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### **27.1 Benefit payable on death**

Subject to the Superannuation Conditions and to paragraphs 26 and 28 of this Deed, if a Member dies:-

- (a) the payment of the death benefit or a permitted rollover or transfer of the benefit shall be made at the time required by the Superannuation Conditions or otherwise within a reasonable time.
- (b) The Trustee shall pay the benefit to such of the deceased Member's Dependents as the Trustee decides and otherwise to the Member's Legal Personal Representative.

- (c) A death benefit may be paid by the Trustee as a lump sum unless the Beneficiary requests otherwise.
- (d) If, after making inquiries that the Trustee regards as reasonable, the Trustee is unable to establish that there are any Dependants or a Legal Personal Representative of the deceased Member, the Trustee may, subject to the Superannuation Conditions:-
  - (i) pay the benefit to a person or persons selected by the Trustee; or
  - (ii) treat the benefit as a forfeited benefit and apply it in a manner provided by the Superannuation Conditions or by this Deed; or
  - (iii) pay the benefit to a Reserve Account in the Fund
 unless the Trustee is required to treat the benefit as unclaimed monies under any applicable law.

### **27.2 Deferment of payment of benefit**

Subject to the Superannuation Conditions, the payment of any benefit under this Deed which is not a Preserved benefit may, at the request of the Eligible Recipient and with the consent of the Trustee, be deferred until the Eligible Recipient requests payment of the benefit.

### **27.3 Payment of benefits to Minors**

Subject to the Superannuation Conditions, where a person to whom benefits are payable is a Minor, the Trustee may pay the benefit to any other person for application on behalf of that Minor and the receipt of the person to whom the benefit is so paid will be a complete discharge to the Trustee in respect of that benefit.

### **27.4 Deduction of income tax**

The Trustee may deduct from any benefit payable the amount of any tax that is calculated by the Trustee to be payable in respect of that benefit and will pay any amount deducted as may be required by law.

## **28. DEATH BENEFIT NOMINATIONS**

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### **28.1 Binding Nomination**

- (a) Subject to the SIS Act, a Member may make a binding death benefit nomination ("**Nomination**") pursuant to which the Trustee must pay a death benefit provided that the death benefit is paid to either:-
  - (i) a Dependant; or
  - (ii) the Member's Legal Personal Representative.
- (b) Subject to the Superannuation Conditions, a Nomination may direct the Trustee as to:-
  - (i) the proportion or amount or value or particular asset to comprise the benefit or the particular reserves to be utilised;
  - (ii) the type of benefit to be paid which may be a lump sum or pension or combination of these and in the case of a pension, the name of any Reversionary Beneficiary(s); and
  - (iii) whether or not the Nomination is to take precedence over a Reversionary Beneficiary's entitlement to a benefit [See also subparagraph 26.5(c)(ix)].
- (c) A Member who makes a Nomination under this provision, may amend or revoke the Nomination by giving to the Trustee notice of the amendment or revocation. For the purposes of this subparagraph 28.1, a Nomination includes any amendment pursuant to this sub-paragraph (c).
- (d) Any Nomination may be revoked by written notice signed by the Member and given to the Trustee and any Nomination or amendment of a Nomination must:-
  - (i) be in writing; and
  - (ii) be signed and dated by the Member and at least 1 witness being a person:-
    - (A) who is 18 or older; and
    - (B) is not a person mentioned in the Nomination.
- (e) A Nomination under this provision will not lapse by expiration of a period of 3 years, or any other period, but may lapse if the Nomination given by the Member specifies that it is to lapse after a period specified or an event specified.

- (f) Subject to this paragraph, a Nomination may be in such form as the Trustee determines.
- (g) If the Trustee is unable to lawfully act upon the Nomination or if the Nomination does not deal with the whole of the deceased's interest in the Fund or if a Nomination is not made, then the Trustee may pay the relevant benefit or balance to the Member's Legal Personal Representative or to the Member's Dependants or any one or more of them and in such proportions as the Trustee in its absolute discretion determines, not being inconsistent with the Superannuation Conditions.
- (h) A Nomination requiring a benefit (including a death benefit) to be paid to a Spouse of a Member is automatically revoked if proceedings have commenced under the Family Law Act 1975 (Cth) or similar laws seeking a dissolution of a relationship (including, but not limited to a marriage) between that Member and Spouse, or if proceedings under that Act have been instituted for orders concerning property following their separation.
- (i) A Member may give a nomination to the Trustee that is expressed as non-binding on the Trustee and in that event the Trustee is under no obligation to comply with it, but may, in exercising its discretion, take into account that nomination.
- (j) Despite this sub-paragraph 28, a Nomination that is binding on the Trustee is invalid to the extent that if the Trustee did comply with it, the Trustee would be liable to a penalty or commit an offence or result in a benefit, or part of a benefit, being payable to a person who is not permitted by the SIS Act to be paid such benefit.

## **29. PENSIONS**

---

### **29.1 Payment of pensions**

- (a) The Trustee may, at its discretion, or must if required by the Superannuation Conditions, pay a pension if requested by a Member or an Eligible Recipient.
- (b) Subject to the Superannuation Conditions and this Deed, a pension may be paid in such amounts and on such conditions as agreed by the Trustee and the Member.
- (c) A benefit may be paid as a pension provided that the pension is taken to be a pension for the purposes of the SIS Act and the payment of the pension does not result in the Fund failing to comply with the Superannuation Conditions.
- (d) Those parts of the SIS Regulations that provide standards for the payment of a pension are incorporated in, and form part of this Deed and part of the rule referred to in sub-paragraph 29.1(e).
- (e) The Trustee may declare in writing a rule specifying the terms of a pension paid or to be paid in accordance with the SIS Regulations and such rule shall apply to that pension and the Eligible Recipient's consent to that rule must be obtained, if required by the Superannuation Conditions. Without limiting the form of writing that writing may include an agreement or a document signed by the Trustee and the Eligible Recipient or a resolution of the Trustee (whether at a meeting evidenced by minutes, or signed resolution).
- (f) The Trustee may to the extent required by the Superannuation Conditions create separate pension accounts and may also create sub-funds for pensions.
- (g) If a Member does not nominate a Reversionary Beneficiary before the commencement of a pension, a nomination may be made by a Member in writing at a later date, subject to the Superannuation Conditions.

- (h) A pension cannot be commuted except in the circumstances that are permitted by the Superannuation Conditions or would not, if commuted, cause a breach of the Superannuation Conditions.
- (i) Where a pension payment is required to be paid in any year and the amount that is available to the Trustee to draw on from the relevant Member's Account is insufficient to meet that liability, then the Trustee's liability is limited to the amount available in that Member Account

## **29.2 Pension conditions**

- (a) Despite any provision of this Deed, any pension paid to an Eligible Recipient must comply with any standard or requirement of the Superannuation Conditions to qualify as a pension under the SIS Act or the Superannuation Conditions.
- (b) Subject to the Superannuation Conditions, in providing a pension to an Eligible Recipient, the Trustee may in its discretion apply any amount from a Member's Account or other account.

## **29.3 Cessation of pensions**

Subject to the Superannuation Conditions,

- (a) when the Member's Benefit is reduced to nil, any pension payable under this Deed ceases to be payable and the person who was receiving the pension ceases to be entitled to any further pension.
- (b) and subject to subclause 26.5(i) a pension ceases when the Member receiving that pension dies, however, if a Reversionary Beneficiary has been included in the pension conditions or terms in accordance with this Deed, or is otherwise entitled to that pension, the pension does not cease if the Member dies and will automatically continue to be paid to the Reversionary Beneficiary.

## **29.4 Annuities**

The Trustee may, in its absolute discretion (and with the Member's consent if the Superannuation Conditions require it) (including where an Old-Age Pension is required to be paid), provide pensions payable under this Deed by applying a Member's Benefit to the purchase of an annuity that meets the requirements of the Superannuation Conditions.

## **29.5 Periods when Beneficiary may not receive benefits**

A benefit is not taken not to meet the provisions of SIS Regulation 1.06 by reason only that payments of benefit to the Beneficiary have been properly suspended during a period when the Beneficiary is the holder of a paid public office.

## **30. PENSION RESERVES**

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Subject to the Superannuation Conditions, where it considers it appropriate, the Trustee may:-

- (a) obtain the advice of an actuary regarding the amount of pension payments, any variation to the amount of those payments, commutations, the establishment, monitoring or treatment of pension reserves in accordance with this sub-paragraph, or any other relevant matter; and/or
- (b) establish pension reserves in relation to the funding of pension obligations relating to particular beneficiaries.

## **31. DEDUCTION FOR DETRIMENTAL PAYMENTS AFTER MEMBER'S DEATH**

---

Payments or adjustments in respect of a Member from or in any account for taxes, tax deductions or tax credits or other entitlements in respect of a Member whether deduction entitlements under section 296-470 Tax Act relating to a Member's death or disablement or under section 295-485 Tax Act (if that provision so permits) in respect of anti-detriment deductions may be made by the Trustee, subject to the Superannuation Conditions.



(Note: These anti-detriment sections are repealed in relation to superannuation lump sum benefits that are paid because of the death of a Member where that Member died on or after 1 July 2017 and this applies to all superannuation lump sum benefits paid after 1 July 2019, irrespective of whether the member died before 1 July 2017.)

## **32. CONVERSION OF PENSIONS**

---

At the request of a Member, or if the Superannuation Conditions permit, at the request of an Eligible Recipient, as may be applicable and subject to the Superannuation Conditions, the Trustee may:-

- (a) convert any pension to an Account based pension or any other Income stream permitted to be commenced under the SIS Act and any such pension may be so converted with or without commuting the pension that is being converted;
- (b) cease payment of a pension;
- (c) return or transfer any part of or the remainder of any pension account balance or other permissible benefit amounts to a Beneficiary's accumulation account for any purpose not prohibited by the Superannuation Conditions;
- (d) merge, consolidate or commute or partially commute one or more income streams, pension account balances or other permissible benefit amounts into a Beneficiary's accumulation account or accounts;
- (e) take such action as may be necessary or desirable to include a Reversionary Beneficiary in the terms of a pension whether on commencement of the pension or at a later date; and/or
- (f) take such other action as may be necessary or desirable as determined by the Trustee to give full effect to this provision.

## **33. FORFEITED BENEFITS ACCOUNT**

---

### **33.1 Forfeited benefits account may be kept**

- (a) Subject to the Superannuation Conditions, the Trustee may keep an account for the receipt of amounts forfeited from Member Accounts and any other credit balances that cannot be otherwise allocated under the provisions of the Deed. The account is to be known as the Forfeited Benefits Account.
- (b) A benefit may not be forfeited if that would result in the Fund failing to comply with the definition of a Self Managed Superannuation Fund in the SIS Act.
- (c) Forfeited benefits, subject to the Superannuation Conditions, are forfeited if a Member has charged or assigned a benefit or if required by the Bankruptcy Act.

### **33.2 Application of forfeited benefits**

- (a) The Trustee may in their absolute discretion apply amounts held in the Forfeited Benefits Account in favour of a Member or Dependants of the Member or in the manner and for the purposes permitted by the Superannuation Conditions. Unclaimed benefits may be held in a Forfeited Benefits Account, subject to the Superannuation Conditions.
- (b) The Trustee may forfeit any amount in the Fund to which the Superannuation (Unclaimed Money and Lost Members) Act 1999 applies, subject to the Superannuation Conditions.

### **33.3 Equalisation Account**

- (a) The Trustee may at any time establish an Equalisation Account of the Fund and may transfer to the credit of that account any forfeited benefits or any amounts from an income account in the Fund.
- (b) Any monies held in the Equalisation Account do not form part of any Member Account and any income derived by the Fund on the monies held in the Equalisation Account is to be credited to the Equalisation Account.
- (c) The Equalisation Account is to be used by the Trustee in accordance with any applicable investment strategy relating to reserves to stabilise the investment earnings of the Fund and to provide for such contingencies as the Trustee considers appropriate.
- (d) This sub-paragraph 33.3 is subject to the Superannuation Conditions.

### **33.4 Certificate**

A certificate signed by the Trustee stating the amount of the lien over the Member's Benefit claimed by the Trustee is prima facie evidence in the hands of the Trustee against all claimants of the amount owing to the Fund under the preceding sub-paragraph and is sufficient authority to the Trustee to retain in the Fund out of the amount of benefit to which the Member would otherwise be entitled the amount of such lien and the balance, if any, of the benefit which is not so retained in the Fund must be paid to or in respect of the Member.

### **33.5 Bankruptcy**

Subject to the Superannuation Conditions and any mandatory provision of the Bankruptcy Act that cannot be excluded, no interest (other than a vested interest) in relation to a Member shall vest in that Member if that Member commits an act of bankruptcy or becomes an insolvent under administration and that interest may be dealt with as the Trustee decides.

## **34. TRANSFER OF BENEFITS**

---

### **34.1 Trustee to make arrangements**

- (a) If the Superannuation Conditions permit, the Trustee may make such arrangements as they think fit for the payment or transfer to the Fund of monies or assets and other rights and benefits. Without limitation, such arrangements may be made with any Member or other trustee or entity permitted by the Superannuation Conditions to contribute to or to make such payment or transfer to (or from) the Fund.
- (b) The Trustee may make arrangements about any matter in relation to such payment or transfer which in their opinion is necessary or desirable, subject to the Superannuation Conditions.
- (c) A payment or transfer may be made to the trustee of a successor fund without the consent of the relevant Member, if permitted by the Superannuation Conditions.

### **34.2 Transferred amounts to be held according to Deed**

Subject to the Superannuation Conditions, the Trustee must hold any monies or assets so paid or transferred to a person specified in sub-paragraph 34.1 according to the terms and conditions of this Deed subject to sub-paragraph 21.2.

### **34.3 Application of transferred amounts**

On any such payment or transfer of monies or assets:-

- (a) the amount of the entitlement of the Member concerned is to be credited to his or her Member Account in the manner resolved between the Member, the Trustee and the trustee of the fund from which the Member is transferring;
- (b) any such amount required to be preserved is to be identified and held by the Trustee subject to the preservation requirements of the Superannuation Conditions; and/or

- (c) except to the extent required by the Superannuation Conditions, the money or assets so transferred must not be subject to preservation where the Fund holds benefits that were not the subject of preservation in a prior fund. Nothing in this Deed is to have the effect of preserving those benefits unless the Superannuation Conditions require it.

#### **34.4 Transfers and Rollovers**

Subject to the Superannuation Conditions the money and assets comprising any benefit, or other money or asset including excess capital and/or excess transfer balance earnings, which may be dealt with in accordance with this provision, may with the approval of such Member, where such approval is required by the Superannuation Conditions, be paid or transferred to or invested in or rolled over into (as the case may be):-

- (a) another superannuation fund nominated by the Member of which such Member is or intends to become a Member and which is a Complying fund;
- (b) an Approved Deposit Fund nominated by the Member;
- (c) an annuity that will comply with the SIS Regulations;
- (d) an eligible roll over fund as defined in the SIS Act;
- (e) such other superannuation entity as the Superannuation Conditions permit;
- (f) internally within the Fund to the credit of any account; or
- (g) comply with the Transfer Balance Cap by payment from the Fund as a lump sum or transfer to the Member's accumulation account.

#### **34.5 Amount and Assets Remain Preserved**

Any amount or asset dealt with under this paragraph that is required to be preserved remains preserved for so long as the Superannuation Conditions requires.

#### **34.6 Application of Preserved benefits**

The money and assets comprising any Preserved portion of a benefit payable to a Member at a date after his or her leaving the Fund may, as the Member requests the Trustee in writing, be:-

- (a) retained in the Fund;
- (b) transferred to a superannuation entity provided that such transfer is not inconsistent with the Superannuation Conditions; or
- (c) dealt with as provided by sub-paragraph 34.4, subject to the Superannuation Conditions.

The receipt of the trustee of that other fund or scheme or the corporation issuing the policy is a complete discharge to the Trustee in respect of any money or assets so paid or transferred.

### **35. DISCLOSURE OF INFORMATION**

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#### **35.1 Trustee must provide information**

The Trustee must provide such information, reports or otherwise to such persons, superannuation entities or otherwise as may be necessary to comply with the Superannuation Conditions.

### **36. NOTICES**

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#### **36.1 Notices to be given by the Trustee**

Notices may be given by the Trustee to Members and Dependants either personally or by sending the same by pre-paid letter posted to the address last known to the Trustee or the address last known to the Employer.

## **37. WINDING UP OF FUND**

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### **37.1 Winding Up**

Subject to the Superannuation Conditions and if so required, with the consent of the Members, the Fund may be wound up by the Trustee as at a date determined by the Trustee on the occurrence of any of the following events:-

- (a) if there are no assets of the Fund;
- (b) if there are no Beneficiaries of the Fund;
- (c) all Members agree to wind up the Trust; or
- (d) the Trustee determines that it is not reasonably justified to continue to operate the Fund or when the Superannuation Conditions require it.

### **37.2 Payments of Benefits on Winding Up**

The Trustee:-

- (a) shall roll-over or transfer to an eligible rollover fund or other fund as permitted by the Superannuation Conditions the Member's Benefit that the Trustee cannot pay to the Member in respect of each Member and any applicable reserve or surplus; and
- (b) may adjust each Member's Benefit to account for any surplus or deficiency arising from the winding up of the Fund.

### **37.3 Surplus**

- (a) If after the Member's Benefits are provided for in accordance with sub-paragraph 37.2 and transferred or rolled over or, where permitted, paid to the relevant Member or Eligible Recipient, there is a surplus, subject to any requirements of the Superannuation Conditions, the Trustee must pay the surplus to, or for the benefit of:-
  - (i) any Members;
  - (ii) any former Members; and
  - (iii) any Dependants of any Members;as the Trustee determines.
- (b) If under sub-paragraph 37.3(a) the Trustee determines that the surplus is to be paid to or for two or more persons, the Trustee must, in its absolute discretion, determine the proportions each person will be paid, subject to the Superannuation Conditions.

### **37.4 Subject to preservation**

Subject to the Superannuation Conditions and in so far as it is within the power of the Trustee to so do, in dealing with the benefit of any Member in the winding up of the Fund the Trustee must observe all the provisions of this Deed relating to the transfer, payment and preservation of benefits and must not act otherwise than as permitted by those provisions.

## **38. COMPLAINTS**

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### **38.1 Establishment of complaints procedure**

If required by the Superannuation Conditions, the Trustee will establish such reasonable procedures under which enquiries and complaints may be dealt with.

## REFERENCE SCHEDULE

Name of Fund:-

Brookes Superannuation Fund

Parties:-

(a) Trustee(s):-

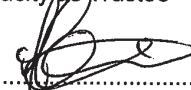
Brookes Family Super Fund Pty Ltd  
A.C.N. 643 200 800  
46 FINNIE ROAD  
DEAGON QLD 4017

(b) Initial Member(s):-


Brookes, Allan  
46 FINNIE ROAD  
DEAGON QLD 4017

Executed as a deed on the date appearing on page 1.


Executed for and on behalf of  
Brookes Family Super Fund Pty Ltd  
A.C.N. 643 200 800  
in their capacity as Trustee

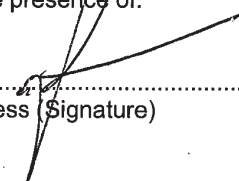
  
.....  
Director

.....  
Director or Secretary

OR  
  
.....  
Sole Director / Secretary

Signed Sealed and Delivered by  
Brookes, Allan  
in their capacity as Initial Member  
in the presence of:

  
.....  
Brookes, Allan

  
.....  
Witness (Signature)

*SAY RAJAPPAKSE*  
.....  
Print Name of Witness



# **BROOKES SUPER BARE TRUST**

**Brookes Family Super Fund Pty Ltd as trustee of the Brookes  
Superannuation Fund  
ACN 643 200 800**

**Brookes Family Super Bare Pty Ltd  
ACN 643 210 860**

Level 23 Central Plaza  
345 Queen Street  
Brisbane Qld 4000  
Tel: (07) 3231 0600  
Fax: (07) 3221 2921  
Our ref: NJD:ALJ:142281

[www.mcw.com.au](http://www.mcw.com.au)

**Brisbane**  
Maroochydore  
Southport  
Sydney  
Canberra  
Melbourne  
Adelaide

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## BROOKES SUPER BARE TRUST

DATE

13/08/2020

### DETAILS OF PARTIES

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Name	Brookes Family Super Fund Pty Ltd
ACN	643 200 800
Label	<b>Trustee</b>
Address	1/48 Flinders Parade North Lakes Qld 4509

---

Name	Brookes Family Super Bare Pty Ltd
ACN	643 210 860
Label	<b>Custodian</b>
Address	1/48 Flinders Parade North Lakes Qld 4509

---

### BACKGROUND

- A. The Fund is a Regulated Fund and the Trustee is the trustee for the Fund.
- B. The SIS Act provides that, in limited circumstances, a trustee of a Regulated Fund may borrow funds to acquire an asset provided that:
- (a) the money is applied for the acquisition of a single acquirable asset;
  - (b) legal title to the investment is held by a third party on behalf of the trustee of the Regulated Fund; and
  - (c) the lender's rights against the trustee of the Regulated Fund for any default under the borrowing agreement relates are limited to the rights attached to the acquirable asset.
- C. The Trustee intends to borrow funds from one or more lenders to acquire a single acquirable asset under the arrangement described in B.
- D. The Custodian agrees to act as the third party described in B.

### OPERATIVE PROVISIONS

#### 1. INTERPRETATION

##### 1.1 Definitions

In this document, unless expressed or implied to the contrary:

**Business Day** means a day on which banks are open for retail banking, other than a Saturday, Sunday or public holiday, in Brisbane, Australia.

**Custody Fund** means the following assets transferred to the Custodian:

- 
- (a) all right, title and interest of the Custodian from time to time in any asset acquired by the Custodian to be held under this document;
  - (b) all income and other proceeds generated from the holding of the assets referred to in paragraph (a); and
  - (c) any other amounts which accrue to the Custodian from time to time.

**Fund** means the Brookes Superannuation Fund.

**Initial Sum** means the \$10 the Trustee pays to the Custodian on the date of this document as set out in clause 2.1.

**Notice** means a notice, demand, certificate, consent, approval, waiver or communication given under this document.

**Regulated Fund** means a "regulated superannuation fund" within the meaning of section 19 of the *SIS Act* and a "complying superannuation fund" within the mean of Part 5 of the *SIS Act*.

**Security** means:

- (a) a mortgage, pledge, lien, charge, assignment by way of security, hypothecation, secured interest, title retention arrangement, preferential right, trust arrangement or other arrangement (including any set-off or "flawed-asset" arrangement), having the same or equivalent effect as a grant of security; or
- (b) an agreement to create or give any arrangement referred to in paragraph (a) of this definition.

**Security Trust** means the Brookes Super Bare Trust created by operation of this document.

**SIS Act** means the *Superannuation Industry (Supervision) Act 1993* (Cth).

**Vesting Date** means the date upon which the legal title to the last of the assets comprising the Custody Fund have been transferred to the Trustee.

## 1.2 Interpretation

This clause 1.2 specifies the rules for interpreting this document, except where the context makes it clear that a rule is not intended to apply.

- (a) The Background (if any) and headings are for convenience only and do not affect the interpretation of this document.
- (b) A reference to:
  - (i) legislation (including subordinate legislation) is to that legislation as amended, re enacted or replaced, and includes any subordinate legislation issued under it;
  - (ii) a document (including this document), or a provision of a document (including a provision of this document), is to that document or provision as amended or replaced;

- 
- (iii) a party to this document, or a party to any other document or agreement, includes that party's executors, administrators, permitted substitutes and permitted assigns;
  - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;
  - (v) anything (including a right, obligation or concept) includes each part of it;
  - (vi) property includes real, personal and intangible property;
  - (vii) any body or agency, if that body or agency ceases to exist, is renamed, reconstituted, replaced or has its powers or functions removed (**Defunct Body**), means the agency or body which succeeds to the Defunct Body's powers or functions, or performs most closely the functions of the Defunct Body;
  - (viii) AUD\$, A\$, \$A, dollar or \$ is to Australian currency; or
  - (ix) a clause, schedule or annexure is to a clause of, or schedule or annexure to, this document.
- (c) A singular word includes the plural, and vice versa.
- (d) A word which suggests one gender includes any other genders.
- (e) If a word is defined, another part of speech or grammatical form of that word has a corresponding meaning.
- (f) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (g) An obligation on, warranty by, or right of:
- (i) two or more persons; or
  - (ii) a party that comprises two or more persons,
- is the obligation, warranty or right (as the case may be) of those persons jointly and severally.
- (h) Time is reckoned as follows:
- (i) A reference to the date or time of day, is a reference to that date or that time of day in Queensland, Australia.
  - (ii) If a period expressed in days, beginning on a given day, act or event is provided or allowed for any purpose, the period is calculated by:
    - (A) excluding the day, or the day of the act or event; and
    - (B) including the day on which the purpose is to be fulfilled.

- 
- (iii) If a period expressed in weeks, months or years, beginning on a given day, act or event is provided or allowed for any purpose, the period is calculated from:
    - (A) the day, or the day of the act or event; until
    - (B) the corresponding day in the next appropriate week, calendar month or year.
  - (iv) If there is no corresponding day for the purposes of clause 1.2(h)(iii)(B), because of the differing number of days in calendar months, the corresponding day is taken to be the last day of the relevant calendar month.
  - (v) If something is to be done on a particular day, it must be done by 5.00pm on that day.
  - (vi) If something is to be done on a day which is not a Business Day then that thing must be done on the next Business Day.

## **2. CUSTODIAN'S DECLARATION OF TRUST**

### **2.1 Declaration of Trust**

The Custodian:

- (a) acknowledges it has received the Initial Sum from the Trustee;
- (b) declares that it will hold the benefit of the Custody Fund on trust for the Trustee in accordance with the terms of this document; and
- (c) acknowledges that it will use the Initial Sum as part of the purchase price for a single acquirable asset, to form part of the Custody Fund.

### **2.2 Funds and information to be provided to Custodian**

The Custodian and the Trustee agree that the Trustee will:

- (a) provide to the Custodian all funds necessary to enable the Custodian to purchase any asset which is to form part of the Custody Fund; and
- (b) tell the Custodian when and where the purchase of any such asset is to occur.

### **2.3 Request to purchase and hold legal title**

When the Trustee notifies the Custodian of the information detailed in clause 2.2, it will be taken to have requested the Custodian to purchase and take legal title to that asset on its behalf.

## **3. CUSTODIAN TO HOLD TITLE**

The Custodian agrees that it will maintain legal title to each asset of the Custody Fund until the Trustee directs it under clause 4.1.

---

## **4. TRUSTEE TO DIRECT CUSTODIAN**

### **4.1 Trustee's interest in assets of the Custody Fund**

At all times the Trustee:

- (a) has a vested and indefeasible interest in the assets comprising the Custody Fund;  
and
- (b) is absolutely entitled to those assets as against the Custodian.

### **4.2 Transferral of assets of Custody Fund**

- (a) The Trustee may in writing direct the Custodian to transfer, or otherwise deal with, the assets comprising the Custody Fund. The Custodian must do as directed.
- (b) Before the Custodian transfers, or otherwise deals with, the assets comprising the Custody Fund, the Custodian must first seek consent from the Trustee in writing.

### **4.3 Information to be maintained by Custodian**

The Custodian will use its best endeavours to obtain information concerning the assets of the Custody Fund and the Custodian will communicate all that information to the Trustee as soon as practicable.

### **4.4 Custodian execution of documents**

The Custodian must execute all documents the Trustee asks it to execute that are necessary to charge the assets of the Custody Fund to secure the Trustee's payment to any lender of money owed in respect of those assets.

### **4.5 Trustee may acquire legal ownership**

For the avoidance of doubt only, the Trustee, in accordance with section 67A of the *SIS Act*, has the right to acquire the legal ownership of any asset comprising the Custody Fund by making one or more payments after acquiring a beneficial interest in the asset.

### **4.6 Power to Secure or Mortgage**

The Custodian may mortgage, charge or pledge any real or personal property of the Custody Fund or any interest in it wherever in the world it might be located.

### **4.7 Security**

- (a) By any Security over all or any of the present or future assets of the Custody Fund, or in any other manner which the Custodian considers appropriate, and with or without giving any other form of Security or acknowledgement, and whether alone or jointly or jointly and severally with others, the Custodian may give Security for:
  - (i) repayment of any financial accommodation provided or to be provided to any person;
  - (ii) payment of any debt or liability incurred or to be incurred by any person;
  - (iii) performance of any guarantee, indemnity, contract, covenants, obligation or other engagement by any person; or

- 
- (iv) payment of any interest, fees or charges connected with the Security.
  - (b) The Custodian may purchase, redeem or pay off any Security over any asset of the Custody Fund.

## 5. RESTRICTION ON CUSTODIAN'S DISCRETION

Despite any other provision to the contrary set out in this document, the exercise of any discretion by the Custodian under this document requires the consent of the Trustee in all instances.

## 6. TRUSTEE'S WARRANTIES

The Trustee warrants that:

- (a) the Fund is a Regulated Fund;
- (b) the Fund has a written investment strategy which accords in all respects with the *SIS Act*;
- (c) the Trustee's investment in each asset of the Custody Fund accords with the Fund's written investment strategy;
- (d) the Trustee is the sole trustee of the Fund;
- (e) the Trustee has the power and authority to enter into this document;
- (f) the Trustee has the power and authority to purchase each asset of the Custody Fund; and
- (g) this document constitutes its legally binding obligations, enforceable against it in accordance with its terms.

## 7. DURATION OF TRUST

The Trust commences on the date of this document and terminates on the Vesting Date.

## 8. REPLACEMENT OR RESIGNATION OF CUSTODIAN

### 8.1 Additional, removal or replacement of Custodian

At any time, the Trustee may by deed remove the Custodian, appoint a replacement custodian or appoint an additional custodian.

### 8.2 Outgoing Custodian

The outgoing Custodian must as soon as practicable after being removed or replaced:

- (a) sign all documents and do all things necessary to transfer legal title to the assets comprising the Custody Fund to the new or continuing custodian; and
- (b) sign all documents and do all things necessary to transfer any charge or security in respect of the assets comprising the Custody Fund to the new or continuing custodian.

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### **8.3 Continuing Custodian**

If a new Custodian is added, then as soon as practicable the continuing Custodian must sign all documents and do all things necessary to transfer legal title to the assets comprising the Custody Fund, to the new custodian jointly with the continuing custodian.

### **8.4 Resignation of Custodian**

The Custodian may resign by providing at least 60 days written notice to the Trustee. During the 60 day period, the Custodian must comply with any reasonable directions of the Trustee concerning completing the steps set out in clauses 8.1 to 8.3.

## **9. TRUSTEE INDEMNIFIES CUSTODIAN**

The Trustee agrees to indemnify and keep the Custodian indemnified against all liabilities, actions, proceedings, demands, claims, costs, damages, stamp duty, taxes, losses and expenses incurred or sustained by the Custodian or brought or made against the Custodian:

- (a) in relation to the purchase of the assets comprising the Custody Fund;
- (b) by virtue of the Custodian holding legal title to the assets comprising the Custody Fund; and
- (c) as a consequence of the Custodian complying with any direction of the Trustee under this document.

## **10. TRUSTEE TO PAY CUSTODIAN'S COSTS**

The Trustee indemnifies the Custodian against, and will pay the Custodian on demand, the amount of, all losses, liabilities, costs and expenses (including, without limitation, legal expenses on a full indemnity basis) and taxes in connection with:

- (a) the negotiation, preparation, execution, stamping and registration of this document;
- (b) the enforcement or attempted enforcement or preservation or attempted preservation of any rights under this document; and
- (c) any amendment to, or consent, waiver or release of or under, this document.

## **11. NOTICES**

### **11.1 Service of Notice**

A Notice must be:

- (a) in writing, in English and signed by the party giving it, or by their agent; and
- (b) delivered or sent:
  - (i) by prepaid post;
  - (ii) by fax;
  - (iii) by email; or
  - (iv) via an electronic signature platform,

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to the party's address specified in this document, or any other address notified by a party to the other party as its address for service.

### 11.2 Effective Service

- (a) A Notice given in accordance with clause 11.1 takes effect when received, or at a later time specified in it.
- (b) A Notice is taken to be received at the time specified below:
  - (i) if hand delivered – when delivered;
  - (ii) if sent by prepaid post – on the third Business Day after the date of posting (or on the tenth Business Day after the date of posting if posted to, or from, a place outside Australia);
  - (iii) if sent by email – when, under the *Electronic Transactions (Queensland) Act 2001* (Qld), an electronic communication is taken to be received;
  - (iv) if sent via an electronic signature platform – when the electronic signature platform records that it was sent;
  - (v) if sent by fax – when the sender's fax system generates a message confirming successful transmission of the entire document.
- (c) However, if the time at which a Notice is taken to be received is not on a Business Day, or is after 5.00pm on a Business Day, it is taken to be received at 9.00am on the next Business Day.

### 11.3 Ineffective Service

A Notice is taken not to be received if:

- (a) in the case of service by post, the Notice is returned to sender because the postal service was unable to deliver it;
- (b) in the case of service by email, the party sending the Notice receives an automated email response specifying that the email containing the Notice was undeliverable;
- (c) in the case of service by fax, the sender's fax system generates a message stating that transmission was unsuccessful, or the Notice is not received in full and legible form.

### 11.4 Additional Provisions Regarding Email and Electronic Signature Platforms

- (a) A Notice given by email or via an electronic signature platform is taken to be in writing, even if it remains in digital form and is not printed.
- (b) A Notice may be an attachment to an email, or accessible by a link in the email.
- (c) A Notice given by email or via an electronic signature platform is taken to be signed by the party if:
  - (i) the party's name is typewritten into the Notice;
  - (ii) the party's handwritten signature (which may be a digital image or copy of the signature) appears in the Notice; or



(iii) a signature adopted by the party as its signature appears in the Notice.

(d) If:

(i) the originator of an email requests a read receipt from the addressee; and

(ii) the originator receives a read receipt from the addressee specifying the time and date that the email was read or received,

the email is taken to be received no later than the time and date specified in the read receipt.

A read receipt does not by itself amount to an admission by the recipient regarding the content or effect of a Notice.

(e) Nothing in this clause 11 affects the provisions of the *Electronic Transactions (Queensland) Act 2001* (Qld) regarding attribution of electronic communications.

## **12. MISCELLANEOUS**

### **12.1 No Merger**

None of the rights and obligations of a party under this document merge:

(a) on completion of any transaction contemplated by this document;

(b) with any security interest, guarantee, judgement or other right or remedy that a party may hold at any time; or

(c) as a consequence of anything done under this document,

and those rights and obligations at all times remain in full force and effect.

### **12.2 Amendment**

This document can only be amended, supplemented, novated or replaced by another document signed by the parties.

### **12.3 Severability**

If the whole, or any part, of a provision of this document is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction. The remainder of this document has full force and effect, and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance materially alters the nature or intended effect of this document.

### **12.4 Conflict of Interest**

A party's rights and remedies under this document may be exercised even if it involves a conflict of interest or a party has a personal interest in their exercise.

### **12.5 Governing Law**

This document is governed by the law in force in Queensland, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland, and any court that may hear appeals from any of those courts for any

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proceeding in connection with this document, and waives any right it may have to claim that those courts are an inconvenient forum.

**12.6 Counterparts**

This document may be executed in any number of counterparts. A party may execute this document by signing any counterpart. All counterparts together are taken to constitute one instrument.

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## Execution

Executed as a deed.

**EXECUTED by BROOKES FAMILY  
SUPER FUND PTY LTD ACN 643 200  
800:**

13/08/2020  
Date signed



Signature of sole director & secretary\*  
\*delete secretary if not applicable

ALLAN BROOKES  
Name (BLOCK LETTERS)

**EXECUTED by BROOKES FAMILY  
SUPER BARE PTY LTD ACN 643 210  
860:**

13/08/2020  
Date signed



Signature of sole director & secretary\*  
\*delete secretary if not applicable

ALLAN BROOKES  
Name (BLOCK LETTERS)

# Trustee declaration

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

- Read this declaration in conjunction with *Key messages for self-managed super fund trustees* at [ato.gov.au/smsfessentials](http://ato.gov.au/smsfessentials)



## Who should complete this declaration?

You must complete this declaration if you become a trustee or director of a corporate trustee (trustee) of:

- a new self-managed super fund (SMSF)
- an existing SMSF.

You must sign this declaration within 21 days of becoming a trustee or director of a corporate trustee of an SMSF.

A separate declaration is required to be completed and signed by each and every new trustee.

You must also complete the declaration if you:

- have been directed to do so by us
- are a legal personal representative who has been appointed as trustee on behalf of a:
  - member who is under a legal disability (usually a member under 18 years old)
  - member for whom you hold an enduring power of attorney
  - deceased member.

## Information you need to read

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

## Before completing this declaration

Before you complete and sign this declaration, make sure you:

- read each section
- understand all the information it contains.

- If you have any difficulties completing this declaration or you do not fully understand the information it contains:
  - speak to a professional adviser
  - visit [ato.gov.au/smsf](http://ato.gov.au/smsf)
  - phone us on **13 10 20**.

## When completing this declaration

When you complete this declaration, remember to:

- insert the full name of the fund at the beginning
- sign and date it
- ensure it is signed and dated by a witness (anyone 18 years old or over).

## What should you do with the declaration?

You must keep your completed declaration for at least 10 years and make it available to us if we request it.

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

- ⓘ Do not send your completed declaration to us.

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Published by

Australian Taxation Office  
Canberra  
August 2014

JS 32597



# Self-managed super fund trustee declaration

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

Fund name

BROOKES SUPERANNUATION FUND

I am responsible for ensuring that the fund is operated in accordance 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 trustees' 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 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
- keep records of decisions made about the running of the fund, including the appointment of professional advisers and the retirement of members and 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:

- giving financial assistance using the resources of the fund 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 from the trustee or investment manager of another regulated super fund 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)
- acquiring an in-house asset if the fund's in-house assets exceed 5% of the market value of the fund's total assets, or the in-house assets will exceed 5% of the market value of the fund's total assets by acquiring the asset (in-house assets 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, the retirement of members and payment of benefits)
  - 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
  - documented decisions about storage of collectables and personal use assets
- 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 including asset market valuation
  - copies of Transfer balance account reports lodged
  - copies of any other statements you are required to lodge with us or provide to other super funds
- 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
- review the independent audit report received from the approved SMSF auditor and take action as required
- 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 21 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.
- Administrative penalties can be imposed on me for not complying with the legislation
- 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

ALLAN BROOKES

Trustee's or director's signature

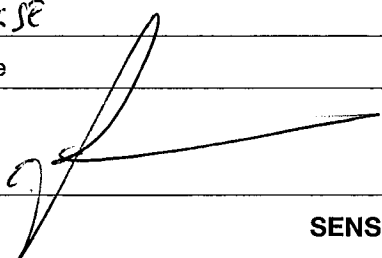


Date   
 Day: 08 / Month: 08 / Year: 2020

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

JAY RAJAPPAK SE

Witness' signature



Date  
 Day: 13 / Month: 08 / Year: 2020

# Trustee declaration

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

- ! We strongly recommend you undertake a free trustee education course before reading and signing this declaration. For more information visit [ato.gov.au/smsf](https://ato.gov.au/smsf) and search 'approved education courses'.





## Who should complete this declaration?

You must complete this declaration if you become a trustee or director of a corporate trustee (trustee) of:

- a new self-managed super fund (SMSF)
- an existing SMSF.

You must sign this declaration within 21 days of becoming a trustee or director of a corporate trustee of an SMSF.

A separate declaration is required to be completed and signed by each and every new trustee.

You must also complete the declaration if you:

- have undertaken a course of education in compliance with an education direction
- are a legal personal representative who has been appointed as trustee on behalf of a:
  - member who is under a legal disability (usually a member under 18 years old)
  - member for whom you hold an enduring power of attorney
  - deceased member.

## Understanding your obligations

We have a range of services available to help you understand your obligations and keep up to date with the latest news for SMSF trustees.

To subscribe to our news and alerts service visit [ato.gov.au/smsf](http://ato.gov.au/smsf) and search 'news and alerts'.

For more information on free approved trustee education courses visit [ato.gov.au/smsf](http://ato.gov.au/smsf) and search 'approved education courses'.

## Before completing this declaration

Before you complete and sign this declaration, make sure you:

- read each section
- understand all the information it contains.

- If you have any difficulties completing this declaration or you do not fully understand the information it contains:
  - speak to a professional adviser
  - visit [ato.gov.au/smsf](http://ato.gov.au/smsf)
  - phone us on **13 10 20**.

## When completing this declaration

When you complete this declaration, remember to:

- insert the full name of the fund at the beginning
- sign and date it
- ensure it is signed and dated by a witness (anyone 18 years old or over).

## What should you do with the declaration?

You must keep your completed declaration for at least 10 years and make it available to us if we request it.

- ⓘ Do not send your completed declaration to us unless we request this from you.

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Published by

Australian Taxation Office  
Canberra  
April 2019

DE-3355



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

Fund name

BROOKES FAMILY SUPERANNUATION FUND
------------------------------------

I am responsible for ensuring that the fund is operated in accordance 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 trustees' 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 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
- keep records of decisions made about the running of the fund, including the appointment of professional advisers and the retirement of members and 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:

- giving financial assistance using the resources of the fund 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 from the trustee or investment manager of another regulated super fund 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)
- acquiring an in-house asset if the fund's in-house assets exceed 5% of the market value of the fund's total assets, or the in-house assets will exceed 5% of the market value of the fund's total assets by acquiring the asset (in-house assets 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, the retirement of members and payment of benefits)
  - 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
  - documented decisions about storage of collectables and personal use assets
- 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 including asset market valuation
  - copies of Transfer balance account reports lodged
  - copies of any other statements you are required to lodge with us or provide to other super funds
- 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
- review the independent audit report received from the approved SMSF auditor and take action as required
- 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 21 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.
- Administrative penalties can be imposed on me for not complying with the legislation
- 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

CAROLYN BROOKES

Trustee's or director's signature



Date

Day: 28 / Month: 08 / Year: 2020

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

Allan Brookes

Witness' signature



Date

Day: 28 / Month: 08 / Year: 2020

## APPLICATION FOR MEMBERSHIP

---

**Name of Fund:** Brookes Superannuation Fund

**Member's Name:** Carolyn Brookes  
(Minor's Name if on behalf of minor)

**Address:**  
46 FINNIE ROAD  
DEAGON QLD 4017

**Date of Birth:** 14/08/1967

**Occupation:** Real Estate

**Telephone:** 0403 866100.

**Fax:**

**Tax File Number:** 149 535 873.

**Contributing Employer(s):**

I hereby apply to become a Member of the abovementioned Fund.

\* I apply as the parent or guardian of and on behalf of the minor referred to above.  
(Delete if inapplicable)

I understand that my membership is subject to terms and conditions specified in the Governing Rules.

This application is accompanied by a Product Disclosure Statement.

I have received from the Trustee a notice containing information needed for the purpose of understanding the main features of the Fund, its management and financial condition and investment performance. (The Trustee must attach these if the Member is joining at a time other than when the fund is established).

**Signed:**



**SIGN HERE**

**Dated:**

28/8/20

# PRODUCT DISCLOSURE STATEMENT

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Version 01072019

## Brookes Superannuation Fund

This Product Disclosure Statement must be attached to all Application Form(s) for Membership by Members. Any omitted details must be inserted.

**Name & Address and Contact Details (ie Telephone, Fax, Email) of Member(s):**

Carolyn Brookes  
46 FINNIE ROAD  
DEAGON QLD 4017

**Name & Address and Contact Details (ie Telephone, Fax, Email) of Trustee(s):**

Brookes Family Super Fund Pty Ltd  
A.C.N. 643 200 800  
46 FINNIE ROAD  
DEAGON QLD 4017

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To obtain a copy of this statement and a copy of any document that is applied, adopted or incorporated by this statement you may telephone the Trustee whose number is below.

Telephone Number \_\_\_\_\_  
(The Trustee must insert their relevant telephone number here.)

Issued by the Trustee on: \_\_\_\_\_

Current as at 1<sup>st</sup> July 2019

## PRODUCT DISCLOSURE STATEMENT (PDS)

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This PDS is a summary of significant information and contains a number of references to important information. You should consider this information before making a decision about the product.

The material relating to your SMSF may change between the time when you read this Statement and the day when you sign the application form for membership.

**The information provided in the Product Disclosure Statement is general information only and does not take account of your personal financial situation or needs. You should obtain financial advice tailored to your personal circumstances.**

Accordingly this document should not be relied on as advice.

### 1. ABOUT YOUR SELF-MANAGED SUPERANNUATION FUND (SMSF)

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Superannuation is to provide you with income for your retirement.

Your SMSF is established by the Trustee and the initial Member(s) signing a trust deed and contributions being paid to the Trustee who then invests that money as part of your super to provide retirement benefits to you.

For your Fund to be a SMSF it must meet several requirements. The requirements can vary depending on whether your Fund has individual Trustees or a corporate Trustee.

If your Fund has individual Trustees, the following must apply:

- it has a maximum of four members (Super laws may increase this to a maximum of six members);
- each Member is a Trustee and each Trustee is a Member;
- no Member is an employee of another Member, unless they are relatives of one another; and
- no Trustee is paid for their duties or services as a Trustee.

If your Fund has a corporate Trustee, the following must apply:

- It has a maximum of four members (Super laws may increase this to a maximum of six members);
- each Member of the Fund is a director of the corporate Trustee;
- each director of the corporate Trustee is a Member of the Fund;
- no Member is an employee of another Member, unless they are relatives of one another;
- the Trustee is not paid for its services as a Trustee; and
- no director of the corporate Trustee is paid for their duties or services as director in relation to the Fund.

Single Member Funds: If you have a corporate Trustee of a single Member Fund, the Member needs to be one of the following:

- the sole director of the corporate Trustee;
- one of only two directors, where the Member is;
  - a relative to the other director; or
  - not an employee of the other director.

A single Member Fund can also have two individuals as Trustees. The Member must be one of the individuals trustees, and the Member and other trustee are relatives, or the Member is not an employee of the other trustee.

See paragraph 17A(6) of the *Superannuation Industry (Supervision) Act 1993* ("SIS Act") and regulation 1.04AA of the *Superannuation Industry (Supervision) Regulations 1994* ("SIS Regulations") for an extended definition of "employee".

If a Member is under 18 they cannot be a Trustee and special rules apply.

If you are a new trustee or newly appointed director of a corporate trustee, you need to sign the Trustee Declaration within 21 days of your appointment to show that you understand your duties as a trustee of an SMSF. To obtain a copy of the Trustee declaration (NAT 71089) see the ATO website. Professional advice should be sought in relation to the succession to the trusteeship of the Fund in the event of your death or your inability to continue to act as trustee or director of a corporate trustee.

Investments are made by the Trustee and are pooled with contributions made to the Fund in respect of any other Members.

A SMSF Trustee is ultimately responsible for running your SMSF. It is important that the Trustee understands the duties, responsibilities and obligations of being a Trustee or director of a corporate Trustee.

Members can, generally speaking, withdraw their investment in a superannuation fund (called a "Benefit") when they retire after reaching preservation age (see below). Generally benefits can also be paid if a Member dies or becomes totally and permanently disabled or if they are entitled to a transition to retirement pension. This means that you should only invest in superannuation money you can afford to put away until later.

## 2. HOW SUPER WORKS

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Superannuation is a means of saving for retirement which is, in part, compulsory.

There are different types of contributions that may be paid to the Trustee of the Fund. For example, employer contributions, voluntary contributions by you and government co-contributions. Before you make any contributions, you should speak to your professional advisers to ensure that you do not breach any contribution caps or transfer limits. There may be taxation consequences or other sanctions if you breach these caps. More information can be found on the ATO website.

There are limitations on contributions to, and withdrawals from, superannuation. More information on these limitations can be found on the ATO's website.

Tax savings are provided by the Government.

Most people have the right to choose into which Fund their employer should direct their superannuation guarantee contributions which are currently 9.5% of your ordinary earnings.

### Withdrawing Benefits

Benefits are generally for your retirement and normally cannot be paid out in cash unless you meet a condition of release.

A condition of release includes but not limited to: reaching preservation age when a transition-to-retirement income stream may be commenced, retiring after reaching preservation age, death, permanent incapacity, attaining age 65 years, terminal illness and severe financial hardship. Benefits cashed before they are unrestricted non-preserved will not be taxed concessionally and will be taxed at your marginal tax rate.

Any contributions made on or from 1 July 1999 are preserved benefits. Neither preserved, nor restricted non-preserved benefits may be accessed until a condition of release has been satisfied. Preserved benefits may be cashed voluntarily only if a condition of release is met and subject to any cashing restrictions by the condition of release. Cashing restrictions tell you what form the benefits must be taken. Benefits in the Fund when all the conditions of release are met are called unrestricted non-preserved benefits. Generally, only unrestricted non-preserved benefits can be cashed by you from the Fund.

Your preservation age is worked out from the table below:

Birth Date	Preservation Age
Born before 01/07/1960	55
Born 01/07/1960 to 30/06/1961	56
Born 01/07/1961 to 30/06/1962	57
Born 01/07/1962 to 30/06/1963	58
Born 01/07/1963 to 30/06/1964	59
Born on or after 01/07/1964	60

When you are entitled to receive your benefit, it may be paid as a lump sum or pension or a combination.

Generally, the amount that can be paid is the amount in your member account less tax. A licensed financial adviser can advise in relation to the net amount of your benefits that can be accessed.

Where your benefit is being paid as a pension, the Trustee may pay your benefit by any type of income stream permissible including account based pensions. Transition to retirement pensions may be paid if you have not retired, however, there are limitations and conditions.

You may transfer your investment in the Fund to another complying superannuation fund or retirement savings account at any time.

If you die, your death benefit will be paid by the Trustee to your estate or your dependants as the Trustee decides. If you sign and give to the Trustees, a valid binding death benefit nomination, it will be paid as you nominate. If you sign a non-binding death benefit nomination, it will be taken into account by the Trustees but the Trustees will have the final decision. The provisions of the SIS Act regarding the lapsing of a binding death benefit nomination after three years do not apply to self-managed superannuation funds. You should regularly review your binding death benefit nomination especially when there is a change in your family circumstances. You should also obtain professional advice before making any death benefit nomination.



If you were receiving a pension on your death that included a reversionary beneficiary, then the pension may continue to be paid to that dependant provided they are entitled to receive it under the superannuation laws. These persons are generally your spouse, de facto spouse, or child provided they are under age 18 or aged 18 to 24 and were 'financially dependant' on you, or a person with whom you were in an interdependency relationship (see regulation 1.04AAAA SIS Regulations), at the time of your death. Otherwise generally the death benefit will be paid as a lump sum except in the case of a dependant who is disabled as defined under the Disability Services Act 1986. If you wish to nominate a reversionary beneficiary to a pension, you must obtain professional advice. Documentation will be necessary. Your pension and death benefit nomination should not conflict.

### **3. BENEFITS OF INVESTING IN A SELF-MANAGED SUPER FUND**

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This paragraph covers the SMSF in respect of which you have been given an application for Membership so that you may become a Member of the Fund.

The Fund's significant features and benefits are:

- As a Member and also a Trustee or director of the corporate Trustee, you may have more control over investments and greater flexibility by comparison with being a Member of an industry fund or a retail fund that is not a SMSF where you would not be a Trustee and where you may usually have general investment options only.
- Fees may be lower, however, this will depend usually upon where the funds are invested and the costs of running the SMSF.
- SMSFs may perform better than industry and retail funds. The Trustee may be able to make quick changes to the investment portfolio if investment conditions change.
- A SMSF may have greater flexibility in establishing and managing pensions. It may give you the ability to transfer personally owned listed securities and business real property directly into the Fund. It has the ability to own business real property that may, in appropriate circumstances and conditions in superannuation law, be rented for your business.
- A SMSF may be able to borrow money to purchase real estate or shares where the security is limited to the single asset being acquired, subject to certain conditions in superannuation law.
- A SMSF has estate planning benefits by allowing family members to combine their assets in the Fund to grow for retirement.
- The SMSF provides retirement benefits usually in the form of lump sums or pensions and may provide income streams as a transition to your retirement.

### **4. RISKS OF SUPER**

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Benefits are not guaranteed and are dependent generally on investment returns.

All investments carry risk.

Different strategies may carry different levels of risk, depending on the assets that make up the strategy.

Assets with the highest long-term returns may also carry the highest level of short-term risk.

The significant risks of SMSF investment are in summary:

- (a) the value of investments will vary;
- (b) the level of returns will vary, and future returns may differ from past returns;
- (c) returns are not guaranteed, and you may lose some or all of your money;
- (d) superannuation laws may change in the future including caps (limits) on how much may be contributed to the fund, and how much of the fund may be tax free;
- (e) the amount of your future superannuation savings (including contributions and returns) may not be enough to provide adequately for your retirement;
- (f) the level of risk for you will vary depending on a range of factors, including:
  - (i) age;
  - (ii) investment time frames;
  - (iii) where your other wealth is invested; and
  - (iv) your risk tolerance.

Other significant risks of joining a SMSF are in summary:

- (a) There is a risk of theft or fraud and there is no insurance that will cover you for theft or fraud.
- (b) Costs associated with running a SMSF with smaller account balances (for example less than \$200,000) can be significant and uncompetitive compared with other available super options.
- (c) Rates of tax on superannuation contributions and benefits may increase.
- (d) If the Fund has a variety of transactions and types of investments, the costs can be relatively higher than a public super fund due to their economies of scale.
- (e) If you have money in a fund now and plan to transfer that money to this Fund then, if you have existing life insurance in that fund, you may not be able to obtain life insurance at comparable rates outside the Fund or inside it.

- (f) You usually cannot access a super benefit payment from your SMSF until you reach your retirement age. You may be able to access pension payments when you reach preservation age subject to superannuation and tax laws. If you make voluntary contributions, you should ensure you will not need the money until you are able to meet a condition of release.

If the Trustee fails to comply with the superannuation and tax laws, which are complex, penalties may apply and your super may be reduced or fail to perform as well as it should. Additional tax may be payable from your super or by you.

The ATO may take action that may include:

- (a) education directions;
- (b) enforceable undertakings;
- (c) rectification directions;
- (d) administrative penalties;
- (e) disqualifying a trustee;
- (f) imposing civil and criminal penalties;
- (g) allowing the Fund to wind up;
- (h) issuing notices of non-compliance; and/or
- (i) freezing the Fund's assets.

More information can be obtained from the ATO website and from your professional adviser.

## **5. HOW THE TRUSTEE WILL INVEST YOUR MONEY**

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The Trustee of the SMSF will invest your money. The rules of the Fund permit a very broad range of investments and no particular investment option is offered. The Trustee must determine an investment strategy and should obtain professional advice for that purpose. The investment strategy must be reviewed regularly and revised if necessary and the Trustee must consider whether a contract of insurance, insuring a Member should be held by the Trustees.

Once the investment strategy is determined, investments must be made in accordance with that strategy. Professional advice should be sought to determine particular investments.

You, as a Member, are not required to determine how super is invested, however, as a Trustee, or a director of a corporate Trustee you must do so. If you as a Member do not request the Trustee to invest in a particular manner the Trustee will invest as the Trustee sees fit and in accordance with the Fund's investment strategy. It may be possible to have a separate investment strategy relating to your own interest in the Fund.

You should be aware that superannuation legislation imposes some strict limitations on the type of assets that can be invested in or acquired. Breaches of these laws can lead to severe penalties.

If you need help about investing generally, speak to a licensed financial adviser.

### **WARNING**

**You must consider:**

- (a) The likely investment return; and**
- (b) The risk; and**
- (c) Your investment timeframe when investing.**

Labour standards or environmental, social or ethical considerations are not taken into account in the selection, retention or realisation of investments relating to this Fund unless these have been added at paragraph 10.

**If the Fund has been previously operating and a new member is to be admitted, the Trustee must also attach to this PDS, statements and information that a new member could reasonably require to decide whether to join the Fund. This would include and is not limited to, the Fund's financial statements, its investment strategy or strategies and any other information that may be material to a decision to join the Fund.**

## **6. FEES AND COSTS**

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### **DID YOU KNOW?**

**Small differences in both investment performance and fees and costs can have a substantial impact on your long term returns.**

**For example, total annual fees and costs of 2% of your account balance rather than 1% could reduce your final return by up to 20% over a 30 year period (for example, reduce it from \$100 000 to \$80 000). You should consider whether features such as superior investment performance or the provision of better member services justify higher fees and costs.**

**Your employer may be able to negotiate to pay lower administration fees. Ask the fund or your financial adviser.**

### **TO FIND OUT MORE**

If you would like to find out more, or see the impact of the fees based on your own circumstances, the **Australian Securities and Investments Commission (ASIC)** website ([www.moneysmart.gov.au](http://www.moneysmart.gov.au)) has a superannuation calculator to help you check out different fee options.

As there are no investment options set out in the rules of the SMSF there are no costs or fees detailed here with respect to investment options.

Initial set-up costs will include the costs of the trust deed and initial documentation. As a Trustee or as a director of a corporate Trustee, you will be aware of the costs for your Fund. The Trustees will also need accounting and relevant professional advice. You will be aware of these initial costs as you are a Trustee or a director of a corporate Trustee.

There will also be annual ongoing costs (which are likely to increase each year) such as the ATO supervisory levy of \$259 yearly costs for existing funds from 1 July 2018) accountancy fees to prepare financial accounts, audit fees, preparation and lodgement of annual taxation returns, tax advice and transaction costs on brokerage.

No fees and costs are charged by the Trustee for its services, however, where others are engaged to carry out work, such as accountants, financial planners and solicitors (and commissions on investments) then those costs are payable by the Trustee from the Fund and are usually debited to member accounts on a proportionate basis unless, for example, a particular amount is payable owing to a particular investment that has been made as requested by a particular member and for that member only.

Fees and costs of investments are available from the Trustee when an investment has been determined. They are usually set out in a PDS relating to the proposed investment.

### **WARNING**

**Additional fees may be paid to a financial adviser if a financial adviser is consulted.**

**If a financial adviser is consulted, please refer to the Statement of Advice given to the Trustee in which details of the fees applicable should be set out.**

## **7. HOW SUPER IS TAXED**

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The ATO website has information on the taxation of superannuation. A brief summary of significant tax information is set out below, however, you should always seek taxation advice from a professional adviser. The Trustee is generally responsible for paying or withholding tax to the ATO.

### **Tax on Contributions**

When a contribution is made that is tax deductible (a concessional contribution) to the contributor, who may for example be you (if you are self-employed) or your employer (if you are an employee) then tax at 15% is payable from your Member account by the Trustees and this is usually paid quarterly to the ATO and will be included as assessable income of the SMSF.

Division 293 tax is an additional tax on super contributions which reduces the tax concession for individuals whose combined income and contributions are greater than the Division 293 threshold, which as from 1 July 2017 is \$250,000. It is charged at an additional 15% ie a total of 30% on the tax deductible contributions.

### **Tax on Excess Contributions**

#### **WARNING**

**There will be taxation consequences if the contribution caps applicable to superannuation are exceeded. Professional advice should be obtained by you before contributing to the Fund.**

Contribution caps are legal maximum limits on the amount of contributions that may be made by you and others for you that are taxed at a lower rate.

Contributions in excess of the respective caps may be taxed at higher rates. The amount of tax you pay on the excess amount depends on which cap you exceed. There may be other requirements or penalties imposed by the ATO if you exceed these limits.

### **Tax on Fund Earnings**

When the Fund earns income on its investments it must pay tax to the ATO. The rate is usually a maximum rate of 15% on these earnings and your account will be debited with the tax on the earnings on your interest in the Fund. These are usually paid quarterly and annually as appropriate by the Trustee from your Member account. If you commence certain types of pensions, tax may or may not be payable on the investment income arising from assets used to support a pension depending on a number of different factors. Professional advice should be obtained.

### **Tax on Withdrawal of Benefits**

If you withdraw money from the Fund as a lump sum or a pension, the amount may be tax free or tax may be payable.

To determine if your super withdrawal will be taxed, you need to know:

- Your preservation age and the age you will be when you get the payment;
- Whether the money in your super account is tax-free or taxable; and
- Whether you will receive the payment as an income stream or lump sum.

Super money that is tax-free when withdrawn is known as the 'tax-free component' of your super. Super money that is taxable when withdrawn is known as the 'taxable component' of your super.

The taxable component may consist of a taxed element and/or an untaxed element, depending on whether the benefit is paid from a taxed or untaxed source. Your super fund can tell you how much of the money in your super account is tax-free or taxable and professional advice should be obtained.

Whether the money in your super account is tax-free or taxable when you withdraw it generally depends on the type of contributions that have been made and whether tax has been paid on it.

Non-concessional (after-tax) contributions, those made from your income after you paid tax on your income, are tax-free when withdrawn from your super account. Generally, personal contributions that you made from your after-tax income, unless you have claimed a tax deduction for them, are part of the tax-free component of super.

Concessional (before-tax) contributions, those made from your income before you paid tax on your income, are taxable when withdrawn from your super account. These types of contributions include:

- the super contributions that your employer must make for you;
- money that you salary sacrifice into super;
- super contributions that you were allowed to claim a tax deduction for.

For comprehensive tax tables, see the ATO website or obtain professional advice.

#### **Tax File Number**

##### **WARNING**

**You must provide your tax file number to the Trustee as part of joining the self-managed superannuation fund.**

If a Member does not give their TFN to the Trustee:-

- the Trustee cannot accept any Member contributions or contributions made by your spouse on your behalf without your TFN;
- any Member entitled to superannuation co-contributions may miss out; and
- the Trustee will have to pay additional income tax (called "TFN contributions tax") on some types of contributions made on that Member's behalf;
- the Trustee must return all Member contributions to the person or entity who paid them within 30 days of becoming aware that the Trustee should not have accepted those contributions unless it receives the TFN within that time period.

## **8. INSURANCE IN YOUR SUPER**

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Speak to the Trustee if you desire insurance and the Trustee should seek professional advice. The Trustee may offer and effect insurance for Members. If insurance is offered, the details are below.

*(If nothing is added below, the Trustee does not intend to offer insurance to Members.)*

## **9. HOW TO OPEN AN ACCOUNT**

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You join the fund by signing the application for membership and giving that to the Trustee. Contributions must be paid to the Trustee to commence your membership. There is no cooling-off period applicable to joining the Fund.

You may make a complaint in writing or verbally to the Trustee whose contact details are shown on this PDS. Redress is via the Courts if the issue cannot be resolved.

## **10. LABOUR STANDARDS, ENVIRONMENTAL, SOCIAL OR ETHICAL CONSIDERATIONS**

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The Trustee will inform you if labour standards or environmental, social or ethical considerations are or will be taken into account when the Trustee selects, retains or realises an investment. **Unless you are notified otherwise, the Trustee does not take any such considerations into account, however, the Trustee may incorporate those things into their investment strategy.**

*(If nothing is added here, these are not taken into account – see paragraph 5.)*