
Workpapers - 2020 Financial Year

D & S Linehan Superannuation Fund

Preparer: Rachel Barrett
Reviewer: Brendan Curran
Printed: 25 November 2023

Lead Schedule

2020 Financial Year

Code	Workpaper	CY Balance	LY Balance	Change	Status
23800	Distributions Received	(\$17,256.89)	(\$13,397.60)	28.81%	Ready for Review
24200	Contributions	(\$49,981.99)	(\$47,500.13)	5.22%	Ready for Review
24700	Changes in Market Values of Investments	(\$65,125.72)	(\$161,489.90)	(59.67)%	Ready for Review
25000	Interest Received	(\$228.34)	(\$896.36)	(74.53)%	Ready for Review
30800	ASIC Fees	\$54.00	\$53.00	1.89%	Ready for Review
33500	Establishment Fees		\$2,200.00	100%	N/A - Not Applicable
48500	Income Tax Expense	\$10,111.65	\$9,261.00	9.19%	Ready for Review
49000	Profit/Loss Allocation Account	\$122,427.29	\$211,769.99	(42.19)%	Ready for Review
50000	Members	(\$724,600.36)	(\$602,173.07)	20.33%	Ready for Review
60400	Bank Accounts	\$33,108.81	\$87,823.48	(62.3)%	Ready for Review
61800	Distributions Receivable	\$48,242.29	\$30,985.40	55.69%	Ready for Review
78400	Units in Unlisted Unit Trusts (Australian)	\$646,615.62	\$486,489.90	32.91%	Ready for Review
85000	Income Tax Payable /Refundable	(\$904.36)	(\$640.71)	41.15%	Ready for Review
86000	PAYG Payable	(\$2,462.00)	(\$2,485.00)	(0.93)%	Ready for Review
A	Financial Statements				Ready for Review
B	Permanent Documents				Ready for Review
C	Other Documents				Ready for Review
D	Pension Documentation				N/A - Not Applicable
E	Estate Planning				N/A - Not Applicable

23800 - Distributions Received

2020 Financial Year

Preparer Rachel Barrett

Reviewer Brendan Curran

Status Ready for Review

Account Code	Description	CY Balance	LY Balance	Change
DANS01	Dansha Investments Unit Trust	(\$17,256.89)	(\$13,397.60)	28.81%
TOTAL		CY Balance	LY Balance	
		(\$17,256.89)	(\$13,397.60)	

Supporting Documents

- Distribution Reconciliation Report [Report](#)
- 2020 Dansha Investments Unit Trust - Accounting Distribution.pdf
- 2020 Dansha Investments Unit Trust - Tax Return.pdf

Standard Checklist

- Attach a copy of all Tax Statements
- Attach a copy of Distribution Reconciliation Report
- Ensure all Distributions have been reviewed on [Distribution Tax Automation](#)

D & S Linehan Superannuation Fund

Distribution Reconciliation Report



For The Period 01 July 2019 - 30 June 2020

Date	Non Primary Production Income (A) * ₁				Distributed Capital Gains (B) * ₂					Foreign Income * ₃		Non-Assessable			Taxable Income
	Payment Received	Franked	Unfranked	Interest/ Other	Franking Credits	Discounted (After Discount)	Rate * ₅	CGT Concession	Indexed	Other	Foreign Income	Foreign Credits	Tax Exempt	Tax Free	
Units in Unlisted Unit Trusts (Australian)															
DANS01 Dansha Investments Unit Trust															
30/06/2020	17,256.89						S								0.00
30/06/2020	0.00			17,256.89			I								0.00
	17,256.89			17,256.89											0.00
<i>Net Cash Distribution:</i>	17,256.89														
	17,256.89			17,256.89											0.00
															17,256.89

D & S Linehan Superannuation Fund

Distribution Reconciliation Report



For The Period 01 July 2019 - 30 June 2020

Date	Non Primary Production Income (A) * ₁			Distributed Capital Gains (B) * ₂				Foreign Income * ₃		Non-Assessable				Taxable Income		
	Payment Received	Franked	Unfranked	Interest/ Other	Franking Credits	Discounted (After Discount)	Rate * ₅	CGT Concession	Indexed	Other	Foreign Income	Foreign Credits	Tax Exempt		Tax Free	Tax Deferred / AMIT * ₆
TOTAL	17,256.89			17,256.89											0.00	17,256.89

Total Distributed Gains

Discount Rate	Discounted	Gross
Superfund 1/3	0.00	0.00
Individual 50%(I)	0.00	0.00
Total	0.00	0.00

*₁ Summary of Non Primary Production Income (A)

Tax Label	Franked	Unfranked	Interest/Other	Less Other Deduction	Income Before Credits * ₇	Franking Credits	Total Including Credits
11M Gross trust distributions			17,256.89		17,256.89		17,256.89

*₂ Forms part of the Net Capital Gains calculation for Tax Label 11A.

*₃ Forms part of the Foreign Credits calculation for Tax Label 11D, D1, 13C1.

*₄ Taxable Income is designed to match Tax Statement provided by Fund Manager.

Taxable Income in the SMSF Annual Return will be different due to application of Capital Losses in Net Capital Gain calculation and application of different discount method.

*₅ This is the discount rate selected for the transaction. "S" being Super Funds at 1/3 and "I" being Individual at 50%.

*₆ AMIT cost base net increase is reflected as negative amount i.e. negative tax deferred and AMIT cost base net decrease is reflected as positive amount i.e. positive tax deferred.

*₇ Sum of Income Before Credits reconciles with Taxable Trust Distributions in Statement of Taxable Income.

^ Variance between Payment Received and Net Cash Distribution.

Dansha Investments Unit Trust

ABN: 55 823 904 084

Balance sheet

For the year ended 30 June 2020

	2020 \$	2019 \$
Current assets		
Cash at Bank	93,597.36	133,131.98
Total current assets	93,597.36	133,131.98
Non-current assets		
Buildings		
Buildings - 6/1 Pioneer	666,608.18	666,608.18
Buildings - 14/8 Teamster	420,797.04	420,797.04
Buildings - 11/8 Teamster	610,159.75	-
	1,697,564.97	1,087,405.22
Less: Accumulated Depreciation	(40,953.00)	(26,384.00)
Less: Accumulated Depreciation	(39,069.00)	(29,930.00)
Less: Accumulated Depreciation	(18,004.00)	-
Total non-current assets	1,599,538.97	1,031,091.22
Total assets	1,693,136.33	1,164,223.20
Current liabilities		
Tax clearing account	3,355.00	1,964.83
Gembry Pty Ltd		
Balance at Beginning of Year	-	17,587.80
Share of Profit	17,256.89	13,397.60
	17,256.89	30,985.40
Daniel Linehan		
Balance at Beginning of Year	-	22,914.04
Capital Introduced	75,000.00	-
Share of Profit	20,133.04	15,458.78
Drawings	(14,728.00)	(14,728.00)
	80,405.04	23,644.82
Sharon Linehan		
Balance at Beginning of Year	-	22,914.04
Capital Introduced	75,000.00	-

The accompanying notes form part of these financial statements.

These statements should be read in conjunction with the attached compilation report of Hillier Hewitt JCB Chartered Accountants.

PART A**Electronic lodgment declaration (Form P, T, F, SMSF or EX)**

This declaration is to be completed where the tax return is to be lodged via an approved ATO electronic channel. It is the responsibility of the taxpayer to retain this declaration for a period of five years after the declaration is made, penalties may apply for failure to do so.

Tax File Number Year of return

Name of Partnership, Trust, Fund or Entity

Total Income/Loss	Total Deductions	Net Income/Loss
<input type="text" value="57790"/>	<input type="text" value="267"/>	<input type="text" value="57523"/>

Privacy

The ATO is authorised by the Taxation Administration Act 1953 to request the provision of tax file numbers (TFNs). The ATO will use the TFNs to identify each partner or beneficiary or entity in our records. It is not an offence not to provide the TFNs. However, you cannot lodge your tax return electronically if you do not quote your TFN.

Taxation law authorises the ATO to collect information and disclose it to other government agencies, including personal information about the person authorised to sign the declaration. For information about privacy go to ato.gov.au/privacy

The Australian Business Register

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

Please refer to the privacy statement on the Australian Business Register (ABR) website (www.abr.gov.au) for further information - it outlines our commitment to safeguarding your details.

Electronic funds transfer - direct debit

Where you have requested an EFT direct debit some of your details will be provided to your financial institution and the Tax Office's sponsor bank to facilitate the payment of your taxation liability from your nominated account.

I authorise my tax agent to electronically transmit this tax return via an approved ATO electronic channel.

Important: Before making this declaration please check to ensure that all income has been disclosed and the tax return is true and correct in every detail. If you are in doubt about any aspect of the tax return, place all the facts before the Tax Office. The tax law provides heavy penalties for false or misleading statements on tax returns.

Declaration: I declare that:

- * all the information I have provided to my registered tax agent for the preparation of this tax return, including any applicable schedules is true and correct, and
- * I authorise the agent to give this document to the Commissioner of Taxation.

Signature of Partner, Trustee or Director Date

PART D**Tax agent's certificate (shared facilities only)**

We, BPC Accounting declare that:

- * We have prepared this tax return in accordance with the information supplied by the partner, trustee, director or public officer
- * We have received a declaration made by the entity that the information provided to us for the preparation of this tax return is true and correct, and
- * We are authorised by the partner, trustee, director or public officer to lodge this tax return, including any applicable schedules.

Agent's Signature Date

Agent's phone Client's reference

Agent's Contact Name
Agent's reference number

Brendan Curran
25453725

Trust tax return 2020

01/07/2019 to 30/06/2020

Tax file number **Other attachments?**
 See the Privacy note in the Taxpayer's declaration

Name of trust
ABN

Current postal address

Full name of the trustee to whom the notices should be sent
 ABN

Daytime number

Type of trust

Managed investment trusts
Is the trust a managed investment trust (MIT)?

Tax payable by trustee? **Final tax return**

Electronic funds transfer (EFT)

Sensitive (when completed)

File no 960 414 909
ABN 55 823 904 084

Income excluding foreign income

9 Rent

Gross rent	F	119831	
Capital works deductions	X	20549	
Other rental deductions	H	41759	
Net rent			57523

11 Gross interest - including Australian government loan interest **J** 267

15 Total of items 5 to 14 57790

Deductions

18 Other deductions - show only deductions not claimable at any other item

Filing fees	267	Q	267
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19 Total of items 16 to 18 267

20 Net Australian income or loss Subtract item 19 from item 15 **\$** 57523
- other than capital gains

21 Capital gains
Did you have a CGT event during the year? **G** **N**

Foreign Income

22 Attributed foreign income

Did you have overseas branch operations or a direct or indirect interest in a foreign trust, foreign company, controlled foreign entity or transferor trust? **S** **N**

24 Total of items 20 to 23 57523

26 Total net income or loss 57523

Overseas transactions / thin capitalisation

29 Overseas transactions

Was the aggregate amount of your transactions or dealings with international related parties (including the value of any property/service transferred or the balance of any loans) greater than \$2 million? **W** **N**

Did the thin capitalisation provisions affect you? **O** **N**

Was any beneficiary who was not a resident of Australia at any time during the year of income presently entitled to a share of the income of the trust? **A** **N**

Transactions with specified countries

Did you directly or indirectly send to, or receive from, one of the countries specified in the instructions, any funds or property; or

C **N**

Do you have the ability or expectation to control, whether directly or indirectly, the disposition of any funds, property, assets or investments located in, or located elsewhere but controlled or managed from one of those countries?

30 Personal services income

Does your income include an individual's PSI?

N **N**

Key financial information

33 All current assets

F

34 Total assets

G

35 All current liabilities

I

36 Total liabilities

J

Business and professional items

Note: It is not an offence not to quote a TFN for a beneficiary. However, TFNs help the ATO to correctly identify each beneficiary's tax records. The ATO is authorised by the *Income Tax Assessment Act 1936* and the *Income Tax Assessment Act 1997* to ask for information in this tax return. We need this information to help administer the tax laws. To make a correct Trustee Beneficiary (TB) statement you must quote the TFN of a resident trustee beneficiary of a closely held trust.

Note: If the trust needs to provide annual reports under the Trustee Beneficiary Rules or the TFN withholding rules you will be able to do so by completing the information in the statement of distribution.

56 Statement of distribution

File no 960 414 909
 ABN 55 823 904 084

TFN	369 629 140	Entity code	S	SMSF
Name of beneficiary	D & S Linehan Superannuation Fund			
Residential addr (ind) or Business addr (non-ind)	7 Beaverdale Place			
	Tumbi Umbi	NSW	2261	

Assessment calc. code	V	35	Distribution percentage		30.00
Share of income of the trust estate	W		Share of cr. for TFN amounts w/held from payments from closely held trusts	O	
Share of credit for tax w/held - FRW (excl. CGT)	L		Capital gains	F	
Aust. franking credits from a NZ franking co.	N		NCMI Capital gains	F1	
Primary production	A		Excluded from NCMI	F2	
PP - NCMI	A1		Capital gains		
PP - Excluded from NCMI	A2		Share of credit for for. res. CGT withholding	Z	
Non-Primary production	B	17257	Attributed foreign inc.	G	
Non-PP - NCMI	B1		Other assessable foreign source income	H	
Non-PP - Excluded from NCMI	B2		For. inc. tax offset	I	
Credit for tax withheld where ABN not quoted	C		NRAS scheme tax offset	R	
Franked distributions	U		Expl. credits distrib.	M	
Franking credit	D		ESVCLP tax offset	T	
TFN amounts withheld	E		ESIC tax offset	J	
			Div 6AA Eligible income	C1	

Small business income tax offset information

Net small business income **Y**

Non-resident beneficiary additional information

s98(3) assessable amt **J** s98(4) assessable amt **K**

TB statement information

Tax preferred amounts **P** Untaxed part of share of net income **Q**

Annual Trustee Payment report information

Distrib. from ordinary or statutory income during income year **S** Total TFN amounts withheld from payments **T**

File no 960 414 909
 ABN 55 823 904 084

Client ref

TFN	176 693 351	Entity code	I	Individual
Name of beneficiary	Daniel			
	Linehan			
Residential addr (ind) or Business addr (non-ind)	7 Beaverdale Place			
	Tumbi Umbi	NSW	2261	
Date of birth	15/10/1972			

Assessment calc. code	V	30	Distribution percentage		35.00
Share of income of the trust estate	W		Share of cr. for TFN amounts w/held from payments from closely held trusts	Q	
Share of credit for tax w/held - FRW (excl. CGT)	L		Capital gains	F	
Aust. franking credits from a NZ franking co.	N		NCMI Capital gains	F1	
Primary production	A		Excluded from NCMI	F2	
PP - NCMI	A1		Capital gains		
PP - Excluded from NCMI	A2		Share of credit for for. res. CGT withholding	Z	
Non-Primary production	B	20133	Attributed foreign inc.	G	
Non-PP - NCMI	B1		Other assessable foreign source income	H	
Non-PP - Excluded from NCMI	B2		For. inc. tax offset	I	
Credit for tax withheld where ABN not quoted	C		NRAS scheme tax offset	R	
Franked distributions	U		Expl. credits distrib.	M	
Franking credit	D		ESVCLP tax offset	T	
TFN amounts withheld	E		ESIC tax offset	J	
			Div 6AA Eligible income	C1	

Small business income tax offset information

Net small business income **Y**

Non-resident beneficiary additional information

s98(3) assessable amt **J** s98(4) assessable amt **K**

TB statement information

Tax preferred amounts **P** Untaxed part of share of net income **Q**

Annual Trustee Payment report information

Distrib. from ordinary or statutory income during income year **S** Total TFN amounts withheld from payments **T**

Sensitive (when completed)

File no 960 414 909
 ABN 55 823 904 084

Client ref

TFN	211 968 639	Entity code	I	Individual
Name of beneficiary	Sharon			
	Linehan			
Residential addr (ind) or Business addr (non-ind)	7 Beaverdale Place			
	Tumbi Umbi	NSW	2261	
Date of birth	19/08/1974			

Assessment calc. code	V	30	Distribution percentage		35.00
Share of income of the trust estate	W		Share of cr. for TFN amounts w/held from payments from closely held trusts	Q	
Share of credit for tax w/held - FRW (excl. CGT)	L		Capital gains	F	
Aust. franking credits from a NZ franking co.	N		NCMI Capital gains	F1	
Primary production	A		Excluded from NCMI	F2	
PP - NCMI	A1		Capital gains		
PP - Excluded from NCMI	A2		Share of credit for for. res. CGT withholding	Z	
Non-Primary production	B	20133	Attributed foreign inc.	G	
Non-PP - NCMI	B1		Other assessable foreign source income	H	
Non-PP - Excluded from NCMI	B2		For. inc. tax offset	I	
Credit for tax withheld where ABN not quoted	C		NRAS scheme tax offset	R	
Franked distributions	U		Expl. credits distrib.	M	
Franking credit	D		ESVCLP tax offset	T	
TFN amounts withheld	E		ESIC tax offset	J	
			Div 6AA Eligible income	C1	

Small business income tax offset information

Net small business income **Y**

Non-resident beneficiary additional information

s98(3) assessable amt **J** s98(4) assessable amt **K**

TB statement information

Tax preferred amounts **P** Untaxed part of share of net income **Q**

Annual Trustee Payment report information

Distrib. from ordinary or statutory income during income year **S** Total TFN amounts withheld from payments **T**

Sensitive (when completed)

File no 960 414 909
 ABN 55 823 904 084

Total of all distribution statements

Share of income of the trust estate	W <input type="text"/>	Capital gains	F <input type="text"/>
Share of credit for tax w/held - FRW (excl. CGT)	L <input type="text"/>	NCMI Capital gains	F1 <input type="text"/>
Aust. franking credits from a NZ franking co.	N <input type="text"/>	Excluded from NCMI Capital gains	F2 <input type="text"/>
Primary production PP - NCMI	A <input type="text"/>	Share of credit for foreign source income	Z <input type="text"/>
PP - Excluded from NCMI	A1 <input type="text"/>	Attributed foreign inc.	G <input type="text"/>
Non-primary production	A2 <input type="text"/>	Other assessable foreign source income	H <input type="text"/>
Non-PP - NCMI	B <input type="text" value="57523"/>	For. inc. tax offset	I <input type="text"/>
Non-PP - Excluded from NCMI	B1 <input type="text"/>	NRAS scheme tax offset	R <input type="text"/>
Credit for tax withheld where ABN not quoted	B2 <input type="text"/>	Expl. credits distrib.	M <input type="text"/>
Franked distributions	C <input type="text"/>	Other refund. tax offsets	X <input type="text"/>
Franking credit	U <input type="text"/>	ESVCLP tax offset	T <input type="text"/>
TFN amounts withheld	D <input type="text"/>	ESVCLP tax offset c/f from prev. year	K <input type="text"/>
Share of cr. for TFN amounts w/held from payments from closely held trusts	E <input type="text"/>	ESIC tax offset	J <input type="text"/>
	O <input type="text"/>	ESIC tax offset c/f from previous year	M <input type="text"/>
		Div 6AA Eligible Income	C1 <input type="text"/>

Small business income tax offset information

Net small business income **Y**

Non-resident beneficiary additional information

s98(3) assessable amt **J** s98(4) assessable amt **K**

TB statement information

Tax preferred amounts **P** Untaxed part of share of net income **Q**

Annual Trustee Payment report information

Distrib. from ordinary or statutory income during income year **S** Total TFN amounts withheld from payments **T**

58 Beneficiary under legal disability who is presently entitled to income from another trust

Was any beneficiary in this trust, who was under a legal disability on 30 June 2020, also presently entitled to a share of the income of another trust? **N**

59 Non-resident trust

Is the trust a non-resident trust? **N**

File no 960 414 909
ABN 55 823 904 084

Client ref

TAX PAYER'S DECLARATION

Important

Before making this declaration check to ensure that all income has been disclosed and the tax return, all attached schedules and any additional documents are true and correct in every detail. If you are in doubt about any aspect of the tax return, place all the facts before the ATO. The income tax law imposes heavy penalties for false or misleading statements in tax returns.

This declaration must be signed by a trustee or public officer.

Privacy

The ATO is authorised by the *Taxation Administration Act 1953* to request the provision of tax file numbers (TFNs). The ATO will use the TFNs to identify each beneficiary in our records. It is not an offence not to provide the TFNs. However, if the TFNs are not provided, it could increase the chance of delay or error in each beneficiary's assessment.

Taxation law authorises the ATO to collect information including personal information about the person authorised to sign the declaration. For information about your privacy go to ato.gov.au/privacy

DECLARATION:

I declare that the information on this tax return, all attached schedules and any additional documents is true and correct.

Signature Date

Hours taken to prepare and complete this return

Tax agent's declaration: We, BPC Accounting,

declare that this tax return has been prepared in accordance with information supplied by the taxpayer, that the taxpayer has given us a declaration stating that the information provided to us is true and correct and that the taxpayer has authorised us to lodge the tax return.

Agent's signature Date

Agent's telephone Client's reference
Contact name Agent's reference no

NOTE: THIS PRINT-OUT IS NOT TO BE LODGED WITH THE ATO.

Sensitive (when completed)

File no 960 414 909
 ABN 55 823 904 084

Client ref

Address of property

6/1 Pioneer Avenue			
Suburb/State/P'code	Tuggerah	NSW	2259

Date property first earned rental income	22/12/2017
Number of weeks property was rented this year	0

Acquisition and disposal details	Date	Amount
Acquired	22/12/2017	640000

Number of weeks property available for rent this year	52
What is the entity's % ownership of the property	100
Has the loan for the property been renegotiated this year?	N

Income
 (If registered for GST and GST was payable on your rental income, do not include it here.)

Rents received	119831	A	119831
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Gross rent:	119831	C	119831
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Expenses
 (If registered for GST do not claim Input credits here. If NOT registered for GST or income is for residential premises, include any GST in the expenses you claim.)

			Net
Body corporate fees	13387	E	13387
Council rates	7051	H	7051
Depreciation on plant	21163	I	21163
Repairs and maintenance	95	Q	95
Capital works deductions (special building write off)	20549	R	20549
Sundry rental expenses bank fee	63	V	63

Total expenses: Add expenses amounts (D to V)	62308	W	62308
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Net rent: Take W away from C		X	57523
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File no 960 414 909
ABN 55 823 904 084

Small Business Entity - Eligibility Tests

Question 1

Is the taxpayer carrying on a business?

Y

Question 2

Is the aggregated turnover of the business less than \$10 million?

Y

Note: Eligibility for the Small Business Income Tax Offset (SBITO) is aggregated income less than \$5 million.

To be classified as a Small Business Entity using the simplified depreciation rules, and the General small business pool, the answer to both questions must be 'Yes'.

24200 - Contributions

2020 Financial Year

Preparer Rachel Barrett

Reviewer Brendan Curran

Status Ready for Review

Account Code	Description	CY Balance	LY Balance	Change
LINDAN00001A	(Contributions) Linehan, Daniel - Accumulation (Accumulation)	(\$24,996.99)	(\$22,515.13)	11.02%
LINSHA00001A	(Contributions) Linehan, Sharon - Accumulation (Accumulation)	(\$24,985.00)	(\$24,985.00)	0%
TOTAL		CY Balance	LY Balance	
		(\$49,981.99)	(\$47,500.13)	

Supporting Documents

- Contributions Breakdown Report [Report](#)
- 2020 Contribution Confirmation.pdf

Standard Checklist

- Attach copies of S290-170 notices (if necessary)
- Attach copy of Contributions Breakdown Report
- Attach SuperStream Contribution Data Report
- Check Fund is registered for SuperStream (if necessary)
- Ensure all Contributions have been allocated from Bank Accounts
- Ensure Work Test is satisfied if members are over 67

D & S Linehan Superannuation Fund

Contributions Breakdown Report



For The Period 01 July 2019 - 30 June 2020

Summary

Member	D.O.B	Age (at 30/06/2019)	Total Super Balance (at 30/06/2019) *1	Concessional	Non-Concessional	Other	Reserves	Total
Linehan, Daniel	Provided	46	367,881.95	24,996.99	0.00	0.00	0.00	24,996.99
Linehan, Sharon	Provided	44	234,291.12	24,985.00	0.00	0.00	0.00	24,985.00
All Members				49,981.99	0.00	0.00	0.00	49,981.99

*1 TSB can include information external to current fund's transaction records. The amount is per individual across all funds.

Contribution Caps

Member	Contribution Type	Contributions	Cap	Current Position
Linehan, Daniel	Concessional (5 year carry forward cap available)	24,996.99	27,484.87	2,487.88 Below Cap
	Non-Concessional	0.00	100,000.00	100,000.00 Below Cap
Linehan, Sharon	Concessional (5 year carry forward cap available)	24,985.00	25,015.00	30.00 Below Cap
	Non-Concessional	0.00	100,000.00	100,000.00 Below Cap

Carry Forward Unused Concessional Contribution Cap

Member	2015	2016	2017	2018	2019	2020	Current Position
Linehan, Daniel							
Concessional Contribution Cap	30,000.00	30,000.00	30,000.00	25,000.00	25,000.00	25,000.00	
Concessional Contribution	0.00	0.00	0.00	25,000.00	22,515.13	24,996.99	
Unused Concessional Contribution	0.00	0.00	0.00	0.00	2,484.87	3.01	
Cumulative Carry Forward Unused	N/A	N/A	N/A	N/A	0.00	2,484.87	
Maximum Cap Available	30,000.00	30,000.00	30,000.00	25,000.00	25,000.00	27,484.87	2,487.88 Below Cap
Total Super Balance	0.00	0.00	0.00	0.00	243,079.14	367,881.95	
Linehan, Sharon							
Concessional Contribution Cap	30,000.00	30,000.00	30,000.00	25,000.00	25,000.00	25,000.00	
Concessional Contribution	0.00	0.00	0.00	25,000.00	24,985.00	24,985.00	
Unused Concessional Contribution	0.00	0.00	0.00	0.00	15.00	15.00	
Cumulative Carry Forward Unused	N/A	N/A	N/A	N/A	0.00	15.00	
Maximum Cap Available	30,000.00	30,000.00	30,000.00	25,000.00	25,000.00	25,015.00	30.00 Below Cap
Total Super Balance	0.00	0.00	0.00	0.00	147,323.94	234,291.12	

	3432			
15/11/2019	Deposit QUICKSUPER QUICKSPR2566450 383	Employer		153.32
29/11/2019	Deposit QUICKSUPER QUICKSPR2577427 499	Employer		239.79
13/12/2019	Deposit QUICKSUPER QUICKSPR2588816 419	Employer		292.65
27/12/2019	Deposit QUICKSUPER QUICKSPR2597950 211	Employer		196.56
10/01/2020	Deposit QUICKSUPER QUICKSPR2607841 541	Employer		153.32
24/01/2020	Deposit QUICKSUPER QUICKSPR2618465 883	Employer		153.32
07/02/2020	Deposit QUICKSUPER QUICKSPR2628893 781	Employer		153.32
21/02/2020	Deposit QUICKSUPER QUICKSPR2639936 645	Employer		153.32
06/03/2020	Deposit QUICKSUPER QUICKSPR2651177 337	Employer		365.57
20/03/2020	Deposit QUICKSUPER QUICKSPR2661970 208	Employer		365.57
01/04/2020	BPAY BPAY DEPOSIT	Employer		13,015.00
03/04/2020	Deposit QUICKSUPER QUICKSPR2670616 674	Employer		397.00
17/04/2020	Deposit	Employer		397.02

01/05/2020	QUICKSPR2678226 585 Deposit QUICKSUPER QUICKSPR2686239 923	Employer	275.17								
15/05/2020	Deposit QUICKSUPER QUICKSPR2694669 736	Employer	243.72								
29/05/2020	Deposit QUICKSUPER QUICKSPR2703135 132	Employer	334.13								
12/06/2020	Deposit QUICKSUPER QUICKSPR2711862 190	Employer	286.96								
24/06/2020	BPAY BPAY DEPOSIT	Employer	4,500.00								
26/06/2020	Deposit QUICKSUPER QUICKSPR2721346 034	Employer	334.13								
Total - Linehan, Daniel			24,996.99	0.00	0.00	0.00			0.00	0.00	0.00

Linehan, Sharon

Date	Transaction Description	Contribution Type	Ledger Data				SuperStream Data				
			Concessional	Non-Concession	Other	Reserves	Contribution	Employer	Concessional	Non-Concess	Other
01/07/2019	BPAY BPAY DEPOSIT	Employer	3,000.00								
30/09/2019	BPAY BPAY DEPOSIT	Employer	20,000.00								
01/04/2020	BPAY BPAY DEPOSIT	Employer	1,985.00								
Total - Linehan, Sharon			24,985.00	0.00	0.00	0.00			0.00	0.00	0.00

Total for All Members

49,981.99	0.00	0.00	0.00
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Sharon Linehan Family Trust

30-Jun-20

WAGES

[LINE04 2020 STP Finalisation Report.pdf](#)

[LINE04 2020 Annual Payroll Activity Report.pdf](#)

WAGES per BAS's lodged 495,301.00 144,554.00

Employee Name	Gross Salary	PAYG W	Super Guarantee 9.5%	Employer additional Super	Total Super Contributions
Sharon Linehan	263,000.00	82,470.32	24,985.00		24,985.00
Daniel Linehan	160,158.23	50,221.68	15,215.03	2,299.97	17,515.00
Bryce Linehan	18,668.02	576.00			-
Other Employees					
Mia Catherine Voss Daugaard	51,093.54	11,286.00	5,218.69		5,218.69
Teriann Brown	2,381.21	-	274.05		274.05
TOTAL	495,301.00	144,554.00	45,692.77	2,299.97	47,992.74

Note:

\$495,301 agrees to the BAS and financials

\$144,554 agrees to the BAS and financials

Total Super \$47,992.74 agrees to the financials

24700 - Changes in Market Values of Investments

2020 Financial Year

Preparer Rachel Barrett

Reviewer Brendan Curran

Status Ready for Review

Account Code	Description	CY Balance	LY Balance	Change
24700	Changes in Market Values of Investments	(\$65,125.72)	(\$161,489.90)	(59.67)%
TOTAL		CY Balance	LY Balance	
		(\$65,125.72)	(\$161,489.90)	

Supporting Documents

- Market Movement [Report](#)
- Net Capital Gains Reconciliation [Report](#)

Standard Checklist

- Attach copies of Source Documentation (Contract Notes, Broker Statements, Chess Statements, Contracts of Sale, Managed Fund Statements etc)
- Attach copy of Market Movement report
- Attach copy of Net Capital Gains Reconciliation
- Attach copy of Realised Capital Gain Report
- Ensure all Asset Disposals have been entered
- Ensure all Market Values have been entered for June 30
- Ensure all Tax Deferred Distributions have been entered

D & S Linehan Superannuation Fund

Market Movement Report

As at 30 June 2020



Investment	Date	Description	Unrealised				Realised			Total
			Units	Accounting Cost Movement	Market Movement	Depreciation	Balance	Consideration	Accounting Cost Base	
DANS01 - Dansha Investments Unit Trust										
	01/07/2019	Opening Balance	325,000.00	0.00	0.00	0.00	486,489.90	0.00	0.00	0.00
	18/10/2019	Purchase	95,000.00	95,000.00	0.00	0.00	581,489.90	0.00	0.00	0.00
	30/06/2020	Revaluation	0.00	0.00	65,125.72	0.00	646,615.62	0.00	0.00	0.00
	30/06/2020		420,000.00	95,000.00	65,125.72	0.00	646,615.62	0.00	0.00	0.00
Total Market Movement					65,125.72				0.00	65,125.72

D & S Linehan Superannuation Fund
Capital Gains Reconciliation Report



For The Period 01 July 2019 - 30 June 2020

	Total	Discounted	Indexed	Other	Notional
Losses available to offset					
Carried forward from prior losses	0.00				
Carried forward from prior losses - Collectables	0.00				
Current year capital losses	0.00				
Current year capital losses - Collectables	0.00				
Total Losses Available	0.00				
Total Losses Available - Collectables	0.00				
Capital Gains					
Capital gains from disposal of assets	0.00	0.00	0.00	0.00	0.00
Capital gains from disposal of assets - Collectables	0.00	0.00	0.00	0.00	0.00
Capital gains from trust distributions	0.00	0.00	0.00	0.00	0.00
Capital Gains Before Losses applied	0.00	0.00	0.00	0.00	0.00
Losses and discount applied					
Losses applied	0.00	0.00	0.00	0.00	0.00
Losses applied - Collectables	0.00	0.00	0.00	0.00	0.00
Capital gains after losses applied	0.00	0.00	0.00	0.00	0.00
Capital gains after losses applied - Collectables	0.00	0.00	0.00	0.00	0.00
CGT Discount applied	0.00				
CGT Discount applied - Collectables	0.00				

D & S Linehan Superannuation Fund
Capital Gains Reconciliation Report



For The Period 01 July 2019 - 30 June 2020

	Total	Discounted	Indexed	Other	Notional
Net Capital Gain					
Net capital gain	0.00				
Net capital gain - Collectables	0.00				
Total Net Capital Gain (11A)	0.00				
Net Capital Losses Carried Forward to later income					
Net Capital Losses Carried Forward to later income years	0.00				
Net Capital Losses Carried Forward to later income years - Collectables	0.00				
Total Net Capital Losses Carried Forward to later income years (14V)	0.00				

Note

Refer to Realised Gains Report for details of Disposals at a Security level

Refer to Distribution Reconciliation Report for Trust Distribution details at a Security level

25000 - Interest Received

2020 Financial Year

Preparer Rachel Barrett

Reviewer Brendan Curran

Status Ready for Review

Account Code	Description	CY Balance	LY Balance	Change
MBL6292	Macquarie Cash Management Account #6292	(\$228.34)	(\$896.36)	(74.53)%
TOTAL		CY Balance	LY Balance	
		(\$228.34)	(\$896.36)	

Supporting Documents

- Interest Reconciliation Report [Report](#)
- 2020 Interest Income - Macquarie Cash Management Account '6292.pdf [MBL6292](#)

Standard Checklist

- Attach Interest Reconciliation Report
- Ensure all interest has been recorded from Bank Statements
- Review Statements to ensure all TFN withheld has been input

D & S Linehan Superannuation Fund

Interest Reconciliation Report



For The Period 01 July 2019 - 30 June 2020

Date	Payment Amount	Gross Interest	TFN Withheld	Foreign Income	Foreign Credits
Bank Accounts					
MBL6292 Macquarie Cash Management Account #6292					
31/07/2019	59.83	59.83			
30/08/2019	57.33	57.33			
30/09/2019	56.55	56.55			
31/10/2019	31.33	31.33			
29/11/2019	4.17	4.17			
31/12/2019	4.51	4.51			
31/01/2020	4.66	4.66			
28/02/2020	4.32	4.32			
31/03/2020	2.03	2.03			
30/04/2020	1.19	1.19			
29/05/2020	1.19	1.19			
30/06/2020	1.23	1.23			
	228.34	228.34			
	228.34	228.34			
TOTAL	228.34	228.34			

Tax Return Reconciliation

	Totals	Tax Return Label
Gross Interest	228.34	11C



Macquarie Cash Management Account

enquiries 1800 806 310

account name D & S LINEHAN PTY LTD ATF
D & S LINEHAN SUPERANNUATION FUND
account no. 962596292

	transaction	description	debits	credits	balance
03.04.20	Deposit	QUICKSUPER QUICKSPR2670616674		397.00	29,196.07
17.04.20	Deposit	QUICKSUPER QUICKSPR2678226585		397.02	29,593.09
23.04.20	BPAY	BPAY TO TAX OFFICE PAYMENTS	2,462.00		27,131.09
30.04.20	Interest	MACQUARIE CMA INTEREST PAID*		1.19	27,132.28
01.05.20	Deposit	QUICKSUPER QUICKSPR2686239923		275.17	27,407.45
15.05.20	Deposit	QUICKSUPER QUICKSPR2694669736		243.72	27,651.17
29.05.20	Interest	MACQUARIE CMA INTEREST PAID*		1.19	27,652.36
29.05.20	Deposit	QUICKSUPER QUICKSPR2703135132		334.13	27,986.49
12.06.20	Deposit	QUICKSUPER QUICKSPR2711862190		286.96	28,273.45
24.06.20	BPAY	BPAY DEPOSIT		4,500.00	32,773.45
26.06.20	Deposit	QUICKSUPER QUICKSPR2721346034		334.13	33,107.58
30.06.20	Interest	MACQUARIE CMA INTEREST PAID*		1.23	33,108.81
		CLOSING BALANCE AS AT 30 JUN 20	4,924.00	23,127.17	33,108.81

* Stepped interest rates for the period 1 January to 5 March: balances \$0.00 to \$4,999.99 earned 0.00%
balances \$5,000.00 and above earned 0.55% pa (65 days); 6 March to 23 March: balances \$0.00 to \$4,999.99
earned 0.00% balances \$5,000.00 and above earned 0.30% pa (18 days); 24 March to 30 June: balances
\$0.00 to \$4,999.99 earned 0.05% balances \$5,000.00 and above earned 0.05% pa (99 days)

annual interest summary 2019/2020

INTEREST PAID	228.34
TOTAL INCOME PAID	228.34

continued on next

30800 - ASIC Fees

2020 Financial Year

Preparer Rachel Barrett

Reviewer Brendan Curran

Status Ready for Review

Account Code	Description	CY Balance	LY Balance	Change
30800	ASIC Fees	\$54.00	\$53.00	1.89%
TOTAL		CY Balance	LY Balance	
		\$54.00	\$53.00	

Supporting Documents

- General Ledger [Report](#)
- 2020 ASIC Fees.pdf [30800](#)

Standard Checklist

- Attach all source documentation
- Ensure all Transactions have been entered

D & S Linehan Superannuation Fund

General Ledger



As at 30 June 2020

Transaction Date	Description	Units	Debit	Credit	Balance \$
ASIC Fees (30800)					
ASIC Fees (30800)					
01/10/2019	BPAY BPAY TO ASIC		54.00		54.00 DR
			54.00		54.00 DR

Total Debits: 54.00

Total Credits: 0.00



ASIC
Australian Securities & Investments Commission

Inquiries
www.asic.gov.au/invoices
1300 300 630

ABN 86 768 265 615

D & S LINEHAN PTY LTD
WYEE TACS
PO BOX 9060
WYEE NSW 2259

INVOICE STATEMENT

Issue date 16 Sep 19
D & S LINEHAN PTY LTD

ACN 165 832 664
Account No. 22 165832664

Summary

Opening Balance	\$0.00
New items	\$54.00
Payments & credits	\$0.00
TOTAL DUE	\$54.00

- Amounts are not subject to GST. (Treasurer's determination - exempt taxes, fees and charges).
- Payment of your annual review fee will maintain your registration as an Australian company.

Transaction details are listed on the back of this page

Please pay

Immediately	\$0.00
By 16 Nov 19	\$54.00

If you have already paid please ignore this invoice statement.

- Late fees will apply if you do NOT
 - tell us about a change during the period that the law allows
 - bring your company or scheme details up to date within 28 days of the date of issue of the annual statement, or
 - pay your review fee within 2 months of the annual review date.
- Information on late fee amounts can be found on the ASIC website.



ASIC
Australian Securities & Investments Commission

PAYMENT SLIP
D & S LINEHAN PTY LTD

ACN 165 832 664 Account No: 22 165832664



22 165832664

TOTAL DUE	\$54.00
Immediately	\$0.00
By 16 Nov 19	\$54.00

Payment options are listed on the back of this payment slip



PAID
1/10/19



*814 129 0002291658326643 45

Transaction details:

page 2 of 2

	Transactions for this period	ASIC reference	\$ Amount
2019-09-16	Annual Review - Special Purpose Pty Co	3X2468484480P A	\$54.00
	Outstanding transactions		
2019-09-16	Annual Review - Special Purpose Pty Co	3X2468484480P A	\$54.00

PAYMENT OPTIONS



Billpay Code: 8929
Ref: 2291 6583 2664 345

Australia Post

Present this payment slip. Pay by cash, cheque or EFTPOS

Phone

Call 13 18 16 to pay by Mastercard or Visa

On-line

Go to postbillpay.com.au to pay by Mastercard or Visa

Mail

Mail this payment slip and cheque (do not staple) to ASIC,
Locked Bag 5000, Gippsland Mail Centre VIC 3841



Billier Code: 17301
Ref: 2291658326643

Telephone & Internet Banking – BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au

33500 - Establishment Fees

2020 Financial Year

Preparer Rachel Barrett

Reviewer Brendan Curran

Status N/A - Not Applicable

Account Code	Description	CY Balance	LY Balance	Change
33500	Establishment Fees		\$2,200.00	100%
TOTAL		CY Balance	LY Balance	
			\$2,200.00	

Supporting Documents

- General Ledger [Report](#)

Standard Checklist

- Attach all source documentation
- Ensure all Transactions have been entered

General Ledger



As at 30 June 2020

Transaction Date	Description	Units	Debit	Credit	Balance \$
------------------	-------------	-------	-------	--------	------------

0.00 DR

Total Debits: 0.00

Total Credits: 0.00

48500 - Income Tax Expense

2020 Financial Year

Preparer Rachel Barrett

Reviewer Brendan Curran

Status Ready for Review

Account Code	Description	CY Balance	LY Balance	Change
48500	Income Tax Expense	\$10,111.65	\$9,261.00	9.19%
TOTAL		CY Balance	LY Balance	
		\$10,111.65	\$9,261.00	

Supporting Documents

- 2020 Income Tax Expense.pdf 48500

D & S Linehan Superannuation Fund
Statement of Taxable Income

For the year ended 30 June 2020



	2020
	\$
Benefits accrued as a result of operations	132,538.94
Less	
Increase in MV of investments	65,125.72
Accounting Trust Distributions	17,256.89
	<u>82,382.61</u>
Add	
Taxable Trust Distributions	17,256.89
	<u>17,256.89</u>
SMSF Annual Return Rounding	(2.22)
	<u>67,411.00</u>
Taxable Income or Loss	<u>67,411.00</u>
Income Tax on Taxable Income or Loss	10,111.65
	<u>10,111.65</u>
CURRENT TAX OR REFUND	<u>10,111.65</u>
Supervisory Levy	259.00
Income Tax Instalments Raised	(9,848.00)
AMOUNT DUE OR REFUNDABLE	<u>522.65</u>

49000 - Profit/Loss Allocation Account

2020 Financial Year

Preparer Rachel Barrett

Reviewer Brendan Curran

Status Ready for Review

Account Code	Description	CY Balance	LY Balance	Change
49000	Profit/Loss Allocation Account	\$122,427.29	\$211,769.99	(42.19)%
TOTAL		CY Balance	LY Balance	
		\$122,427.29	\$211,769.99	

Supporting Documents

No supporting documents

50000 - Members

2020 Financial Year

Preparer Rachel Barrett

Reviewer Brendan Curran

Status Ready for Review

Account Code	Description	Opening Balance	Contribution Income	Earnings	Member Payments	Tax & Fees	Closing Balance	Change
LINDAN00001A	Linehan, Daniel - Accumulation (Accumulation)	(\$367,881.95)	(\$24,996.99)	(\$49,476.38)		\$5,316.34	(\$437,038.98)	18.8%
LINSHA00001A	Linehan, Sharon - Accumulation (Accumulation)	(\$234,291.12)	(\$24,985.00)	(\$33,080.57)		\$4,795.31	(\$287,561.38)	22.74%
	TOTAL	Opening Balance	Contribution Income	Earnings	Member Payments	Tax & Fees	Closing Balance	
		(\$602,173.07)	(\$49,981.99)	(\$82,556.95)		\$10,111.65	(\$724,600.36)	

Supporting Documents

- Members Statements [Report](#)
- Members Summary [Report](#)

Standard Checklist

- Attach copies of Members Statements

D & S Linehan Superannuation Fund

Members Statement



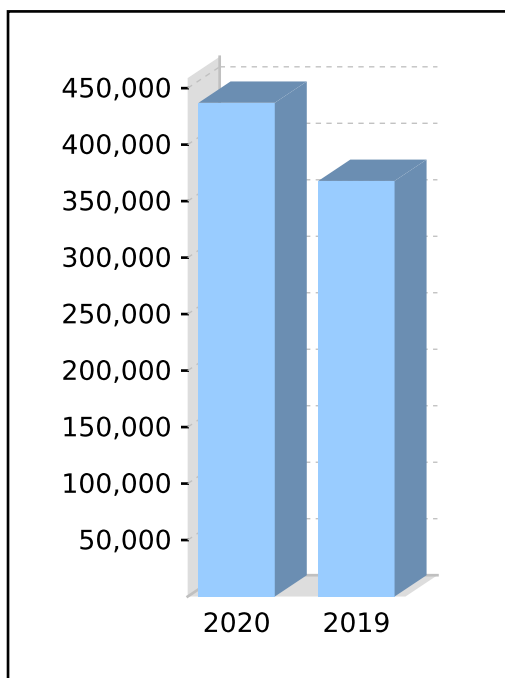
Daniel Linehan
 7 Beaverdale Place
 Tumbi Umbi, New South Wales, 2261, Australia

Your Details

Date of Birth :	Provided	Nominated Beneficiaries:	N/A
Age:	47	Nomination Type:	N/A
Tax File Number:	Provided	Vested Benefits:	437,038.98
Date Joined Fund:	01/02/2014		
Service Period Start Date:	01/09/2002		
Date Left Fund:			
Member Code:	LINDAN00001A		
Account Start Date:	01/02/2014		
Account Phase:	Accumulation Phase		
Account Description:	Accumulation		

Your Balance

Total Benefits	437,038.98
<u>Preservation Components</u>	
Preserved	437,006.85
Unrestricted Non Preserved	32.13
Restricted Non Preserved	
<u>Tax Components</u>	
Tax Free	7,428.25
Taxable	429,610.73



Your Detailed Account Summary

	This Year	Last Year
Opening balance at 01/07/2019	367,881.95	243,079.14
<u>Increases to Member account during the period</u>		
Employer Contributions	24,996.99	22,515.13
Personal Contributions (Concessional)		
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		
Transfers In		
Net Earnings	49,476.38	106,981.78
Internal Transfer In		
<u>Decreases to Member account during the period</u>		
Pensions Paid		
Contributions Tax	3,749.58	3,377.27
Income Tax	1,566.76	1,316.83
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 30/06/2020	437,038.98	367,881.95

D & S Linehan 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

Daniel Linehan
Director

Sharon Lyn Linehan
Director

D & S Linehan Superannuation Fund

Members Statement



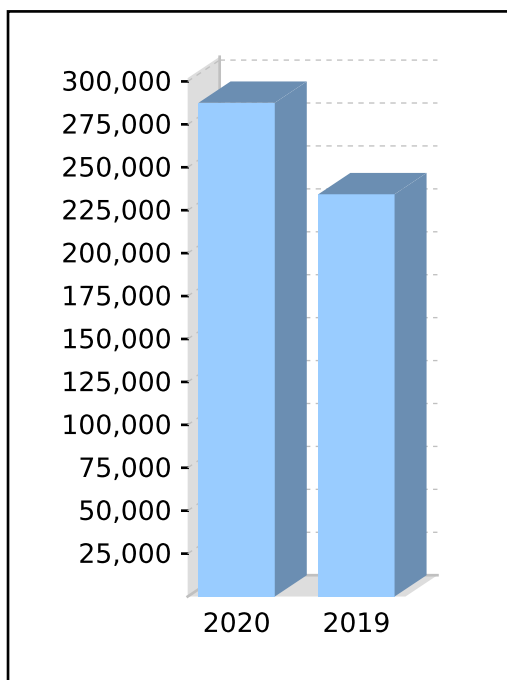
Sharon Lyn Linehan
 7 Beaverdale Place
 Tumbi Umbi, New South Wales, 2261, Australia

Your Details

Date of Birth :	Provided	Nominated Beneficiaries:	N/A
Age:	45	Nomination Type:	N/A
Tax File Number:	Provided	Vested Benefits:	287,561.38
Date Joined Fund:	01/02/2014		
Service Period Start Date:	29/12/1996		
Date Left Fund:			
Member Code:	LINSHA00001A		
Account Start Date:	01/02/2014		
Account Phase:	Accumulation Phase		
Account Description:	Accumulation		

Your Balance

Total Benefits	287,561.38
<u>Preservation Components</u>	
Preserved	287,561.38
Unrestricted Non Preserved	
Restricted Non Preserved	
<u>Tax Components</u>	
Tax Free	11,500.00
Taxable	276,061.38



Your Detailed Account Summary

	This Year	Last Year
Opening balance at 01/07/2019	234,291.12	147,323.94
<u>Increases to Member account during the period</u>		
Employer Contributions	24,985.00	24,985.00
Personal Contributions (Concessional)		
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		
Transfers In		
Net Earnings	33,080.57	66,549.08
Internal Transfer In		
<u>Decreases to Member account during the period</u>		
Pensions Paid		
Contributions Tax	3,747.75	3,747.75
Income Tax	1,047.56	819.15
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 30/06/2020	287,561.38	234,291.12

D & S Linehan 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

Daniel Linehan
Director

Sharon Lyn Linehan
Director

D & S Linehan Superannuation Fund

Members Summary

As at 30 June 2020



Opening Balances	Increases				Decreases					Closing Balance	
	Contributions	Transfers In	Net Earnings	Insurance Proceeds	Pensions Paid	Contributions Tax	Taxes Paid	Benefits Paid/ Transfers Out	Insurance Premiums		Member Expenses
Daniel Linehan (Age: 47)											
LINDAN00001A - Accumulation											
367,881.95	24,996.99		49,476.38			3,749.58		1,566.76			437,038.98
367,881.95	24,996.99		49,476.38			3,749.58		1,566.76			437,038.98
Sharon Lyn Linehan (Age: 45)											
LINSHA00001A - Accumulation											
234,291.12	24,985.00		33,080.57			3,747.75		1,047.56			287,561.38
234,291.12	24,985.00		33,080.57			3,747.75		1,047.56			287,561.38
602,173.07	49,981.99		82,556.95			7,497.33		2,614.32			724,600.36

60400 - Bank Accounts

2020 Financial Year

Preparer Rachel Barrett

Reviewer Brendan Curran

Status Ready for Review

Account Code	Description	CY Balance	LY Balance	Change
MBL6292	Macquarie Cash Management Account #6292	\$33,108.81	\$87,823.48	(62.3)%
TOTAL		CY Balance	LY Balance	
		\$33,108.81	\$87,823.48	

Supporting Documents

- Bank Statement Report [Report](#)
- 2020 Bank Statements - Macquarie Cash Management Account '6292.pdf [MBL6292](#)

Standard Checklist

- Attach Copies of Bank Statements
- Attach copy of Bank Statement Report
- Ensure all Balances match Statement Balances at June 30
- Ensure all Transactions have been entered

D & S Linehan Superannuation Fund

Bank Statement Report



For The Period 01 July 2019 to 30 June 2020

Chart Code: 60400 / MBL6292
Account Name: Macquarie Cash Management Account #6292
BSB and Account Number: 182512 962596292

Opening Balance - **Total Debits** + **Total Credits** = **Closing Balance**
 \$ 87,823.48 \$ 104,925.00 \$ 50,210.33 \$ 33,108.81

Data Feed Used
 BGL Bank Data Service

Date	Description	Debit \$	Credit \$	Ledger Balance \$	Statement Balance \$	Variance \$
01/07/2019	Opening Balance			87,823.48		
01/07/2019	BPAY BPAY DEPOSIT		3,000.00	90,823.48		
12/07/2019	BPAY BPAY TO TAX OFFICE PAYMENTS	2,485.00		88,338.48		
12/07/2019	Deposit QUICKSUPER QUICKSPR2473897282		517.38	88,855.86		
26/07/2019	Deposit QUICKSUPER QUICKSPR2483587574		218.85	89,074.71		
31/07/2019	Interest MACQUARIE CMA INTEREST PAID		59.83	89,134.54		
09/08/2019	Deposit QUICKSUPER QUICKSPR2493589820		184.72	89,319.26		
23/08/2019	Deposit QUICKSUPER QUICKSPR2503637616		432.98	89,752.24		
30/08/2019	Interest MACQUARIE CMA INTEREST PAID'		57.33	89,809.57		
06/09/2019	Deposit QUICKSUPER QUICKSPR2513774828		369.46	90,179.03		
20/09/2019	Deposit QUICKSUPER QUICKSPR2524124538		442.17	90,621.20		
30/09/2019	Interest MACQUARIE CMA INTEREST PAID*		56.55	90,677.75		
30/09/2019	BPAY BPAY DEPOSIT		20,000.00	110,677.75		
01/10/2019	BPAY BPAY TO ASIC	54.00		110,623.75		
04/10/2019	Deposit QUICKSUPER QUICKSPR2534315111		383.21	111,006.96		
18/10/2019	Deposit QUICKSUPER QUICKSPR2544644118		261.36	111,268.32		
18/10/2019	Funds transfer TRANSACT FUNDS TFR TO DANSHA INVESTMENTS	95,000.00		16,268.32		

D & S Linehan Superannuation Fund
Bank Statement Report



For The Period 01 July 2019 to 30 June 2020

Date	Description	Debit \$	Credit \$	Ledger Balance \$	Statement Balance \$	Variance \$
22/10/2019	BPAY BPAY TO TAX OFFICE PAYMENTS	2,462.00		13,806.32		
31/10/2019	Interest MACQUARIE CMA INTEREST PAID"		31.33	13,837.65		
01/11/2019	Deposit QUICKSUPER QUICKSPR2555303432		176.99	14,014.64		
15/11/2019	Deposit QUICKSUPER QUICKSPR2566450383		153.32	14,167.96		
29/11/2019	Interest MACQUARIE CMA INTEREST PAID		4.17	14,172.13		
29/11/2019	Deposit QUICKSUPER QUICKSPR2577427499		239.79	14,411.92		
13/12/2019	Deposit QUICKSUPER QUICKSPR2588816419		292.65	14,704.57		
27/12/2019	Deposit QUICKSUPER QUICKSPR2597950211		196.56	14,901.13		
31/12/2019	Interest MACQUARIE CMA INTEREST PAID		4.51	14,905.64		
10/01/2020	Deposit QUICKSUPER QUICKSPR2607841541		153.32	15,058.96		
24/01/2020	Deposit QUICKSUPER QUICKSPR2618465883		153.32	15,212.28		
31/01/2020	Interest MACQUARIE CMA INTEREST PAID		4.66	15,216.94		
07/02/2020	Deposit QUICKSUPER QUICKSPR2628893781		153.32	15,370.26		
21/02/2020	Deposit QUICKSUPER QUICKSPR2639936645		153.32	15,523.58		
24/02/2020	BPAY BPAY TO TAX OFFICE PAYMENTS	2,462.00		13,061.58		
28/02/2020	Interest MACQUARIE CMA INTEREST PAID*		4.32	13,065.90		
06/03/2020	Deposit QUICKSUPER QUICKSPR2651177337		365.57	13,431.47		
20/03/2020	Deposit QUICKSUPER QUICKSPR2661970208		365.57	13,797.04		
31/03/2020	Interest MACQUARIE CMA INTEREST PAID		2.03	13,799.07		
01/04/2020	BPAY BPAY DEPOSIT		15,000.00	28,799.07		
03/04/2020	Deposit QUICKSUPER QUICKSPR2670616674		397.00	29,196.07		

D & S Linehan Superannuation Fund
Bank Statement Report



For The Period 01 July 2019 to 30 June 2020

Date	Description	Debit \$	Credit \$	Ledger Balance \$	Statement Balance \$	Variance \$
17/04/2020	Deposit QUICKSUPER QUICKSPR2678226585		397.02	29,593.09		
23/04/2020	BPAY BPAY TO TAX OFFICE PAYMENTS	2,462.00		27,131.09		
30/04/2020	Interest MACQUARIE CMA INTEREST PAID*		1.19	27,132.28		
01/05/2020	Deposit QUICKSUPER QUICKSPR2686239923		275.17	27,407.45		
15/05/2020	Deposit QUICKSUPER QUICKSPR2694669736		243.72	27,651.17		
29/05/2020	Interest MACQUARIE CMA INTEREST PAID*		1.19	27,652.36		
29/05/2020	Deposit QUICKSUPER QUICKSPR2703135132		334.13	27,986.49		
12/06/2020	Deposit QUICKSUPER QUICKSPR2711862190		286.96	28,273.45		
24/06/2020	BPAY BPAY DEPOSIT		4,500.00	32,773.45		
26/06/2020	Deposit QUICKSUPER QUICKSPR2721346034		334.13	33,107.58		
30/06/2020	Interest MACQUARIE CMA INTEREST PAID*		1.23	33,108.81		
30/06/2020	CLOSING BALANCE			33,108.81		
		<u>104,925.00</u>	<u>50,210.33</u>			



Macquarie Cash Management Account

MACQUARIE BANK LIMITED
ABN 46 008 583 542 AFSL 237502

enquiries 1800 806 310
transact@macquarie.com
www.macquarie.com.au

GPO Box 2520
Sydney, NSW 2001



021 263937

D & S LINEHAN PTY LTD
7 BEAVERDALE PL
TUMBI UMBI NSW 2261

1 Shelley Street
Sydney, NSW 2000

account balance **\$14,905.64**
as at 31 Dec 19

account name D & S LINEHAN PTY LTD ATF
D & S LINEHAN SUPERANNUATION FUND
account no. 962596292

transaction	description	debits	credits	balance
30.06.19	OPENING BALANCE			87,823.48
01.07.19	BPAY BPAY DEPOSIT		3,000.00	90,823.48
12.07.19	Deposit QUICKSUPER QUICKSPR2473897282		517.38	91,340.86
12.07.19	BPAY BPAY TO TAX OFFICE PAYMENTS	2,485.00		88,855.86
26.07.19	Deposit QUICKSUPER QUICKSPR2483587574		218.85	89,074.71
31.07.19	Interest MACQUARIE CMA INTEREST PAID*		59.83	89,134.54
09.08.19	Deposit QUICKSUPER QUICKSPR2493589820		184.72	89,319.26
23.08.19	Deposit QUICKSUPER QUICKSPR2503637616		432.98	89,752.24
30.08.19	Interest MACQUARIE CMA INTEREST PAID*		57.33	89,809.57
06.09.19	Deposit QUICKSUPER QUICKSPR2513774828		369.46	90,179.03
20.09.19	Deposit QUICKSUPER QUICKSPR2524124538		442.17	90,621.20
30.09.19	Interest MACQUARIE CMA INTEREST PAID*		56.55	90,677.75

how to make a transaction

online
Log in to www.macquarie.com.au/personal

by phone
Call 133 275 to make a phone transaction

transfers from another bank account
Transfer funds from another bank to this account:
BSB 182 512
ACCOUNT NO. 962596292

deposits using BPay
From another bank



Billers code: 667022
Ref: 962 596 292

continued on next



Macquarie Cash Management Account

enquiries 1800 806 310

account name D & S LINEHAN PTY LTD ATF
D & S LINEHAN SUPERANNUATION FUND
account no. 962596292

	transaction	description	debits	credits	balance
30.09.19	BPAY	BPAY DEPOSIT		20,000.00	110,677.75
01.10.19	BPAY	BPAY TO ASIC	54.00		110,623.75
04.10.19	Deposit	QUICKSUPER QUICKSPR2534315111		383.21	111,006.96
18.10.19	Deposit	QUICKSUPER QUICKSPR2544644118		261.36	111,268.32
18.10.19	Funds transfer	TRANSACT FUNDS TFR TO DANSHA INVESTMENTS	95,000.00		16,268.32
22.10.19	BPAY	BPAY TO TAX OFFICE PAYMENTS	2,462.00		13,806.32
31.10.19	Interest	MACQUARIE CMA INTEREST PAID*		31.33	13,837.65
01.11.19	Deposit	QUICKSUPER QUICKSPR2555303432		176.99	14,014.64
15.11.19	Deposit	QUICKSUPER QUICKSPR2566450383		153.32	14,167.96
29.11.19	Interest	MACQUARIE CMA INTEREST PAID*		4.17	14,172.13
29.11.19	Deposit	QUICKSUPER QUICKSPR2577427499		239.79	14,411.92
13.12.19	Deposit	QUICKSUPER QUICKSPR2588816419		292.65	14,704.57
27.12.19	Deposit	QUICKSUPER QUICKSPR2597950211		196.56	14,901.13
31.12.19	Interest	MACQUARIE CMA INTEREST PAID*		4.51	14,905.64
		CLOSING BALANCE AS AT 31 DEC 19	100,001.00	27,083.16	14,905.64

* Stepped interest rates as at 31 December 2019: balances \$0.00 to \$4,999.99 earned 0.00%; balances \$5,000.00 and above earned 0.55%

continued on next



Macquarie Cash Management Account

MACQUARIE BANK LIMITED
ABN 46 008 583 542 AFSL 237502

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GPO Box 2520
Sydney, NSW 2001



021 265139

D & S LINEHAN PTY LTD
7 BEAVERDALE PL
TUMBI UMBI NSW 2261

1 Shelley Street
Sydney, NSW 2000

account balance **\$33,108.81**
as at 30 Jun 20

account name D & S LINEHAN PTY LTD ATF
D & S LINEHAN SUPERANNUATION FUND
account no. 962596292

transaction	description	debits	credits	balance
31.12.19	OPENING BALANCE			14,905.64
10.01.20	Deposit QUICKSUPER QUICKSPR2607841541		153.32	15,058.96
24.01.20	Deposit QUICKSUPER QUICKSPR2618465883		153.32	15,212.28
31.01.20	Interest MACQUARIE CMA INTEREST PAID*		4.66	15,216.94
07.02.20	Deposit QUICKSUPER QUICKSPR2628893781		153.32	15,370.26
21.02.20	Deposit QUICKSUPER QUICKSPR2639936645		153.32	15,523.58
24.02.20	BPAY BPAY TO TAX OFFICE PAYMENTS	2,462.00		13,061.58
28.02.20	Interest MACQUARIE CMA INTEREST PAID*		4.32	13,065.90
06.03.20	Deposit QUICKSUPER QUICKSPR2651177337		365.57	13,431.47
20.03.20	Deposit QUICKSUPER QUICKSPR2661970208		365.57	13,797.04
31.03.20	Interest MACQUARIE CMA INTEREST PAID*		2.03	13,799.07
01.04.20	BPAY BPAY DEPOSIT		15,000.00	28,799.07

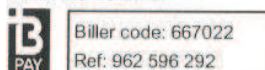
how to make a transaction

online
Log in to www.macquarie.com.au/personal

by phone
Call 133 275 to make a phone transaction

transfers from another bank account
Transfer funds from another bank to this account:
BSB 182 512
ACCOUNT NO. 962596292

deposits using BPay
From another bank



continued on next



Macquarie Cash Management Account

enquiries 1800 806 310

account name D & S LINEHAN PTY LTD ATF
D & S LINEHAN SUPERANNUATION FUND
account no. 962596292

	transaction	description	debits	credits	balance
03.04.20	Deposit	QUICKSUPER QUICKSPR2670616674		397.00	29,196.07
17.04.20	Deposit	QUICKSUPER QUICKSPR2678226585		397.02	29,593.09
23.04.20	BPAY	BPAY TO TAX OFFICE PAYMENTS	2,462.00		27,131.09
30.04.20	Interest	MACQUARIE CMA INTEREST PAID*		1.19	27,132.28
01.05.20	Deposit	QUICKSUPER QUICKSPR2686239923		275.17	27,407.45
15.05.20	Deposit	QUICKSUPER QUICKSPR2694669736		243.72	27,651.17
29.05.20	Interest	MACQUARIE CMA INTEREST PAID*		1.19	27,652.36
29.05.20	Deposit	QUICKSUPER QUICKSPR2703135132		334.13	27,986.49
12.06.20	Deposit	QUICKSUPER QUICKSPR2711862190		286.96	28,273.45
24.06.20	BPAY	BPAY DEPOSIT		4,500.00	32,773.45
26.06.20	Deposit	QUICKSUPER QUICKSPR2721346034		334.13	33,107.58
30.06.20	Interest	MACQUARIE CMA INTEREST PAID*		1.23	33,108.81
		CLOSING BALANCE AS AT 30 JUN 20	4,924.00	23,127.17	33,108.81

* Stepped interest rates for the period 1 January to 5 March: balances \$0.00 to \$4,999.99 earned 0.00%
balances \$5,000.00 and above earned 0.55% pa (65 days); 6 March to 23 March: balances \$0.00 to \$4,999.99
earned 0.00% balances \$5,000.00 and above earned 0.30% pa (18 days); 24 March to 30 June: balances
\$0.00 to \$4,999.99 earned 0.05% balances \$5,000.00 and above earned 0.05% pa (99 days)

annual interest summary 2019/2020

INTEREST PAID	228.34
TOTAL INCOME PAID	228.34

continued on next

61800 - Distributions Receivable

2020 Financial Year

Preparer Rachel Barrett

Reviewer Brendan Curran

Status Ready for Review

Account Code	Description	CY Balance	LY Balance	Change
DANS01	Dansha Investments Unit Trust	\$48,242.29	\$30,985.40	55.69%
TOTAL		CY Balance	LY Balance	
		\$48,242.29	\$30,985.40	

Supporting Documents

- General Ledger [Report](#)
- 2020 Dansha Investments Unit Trust - Distribution Receivable.pdf [DANS01](#)

Standard Checklist

- Review aging of amounts receivable and comment on any delay in payment

D & S Linehan Superannuation Fund
General Ledger



As at 30 June 2020

Transaction Date	Description	Units	Debit	Credit	Balance \$
Distributions Receivable (61800)					
<u>Dansha Investments Unit Trust (DANS01)</u>					
01/07/2019	Opening Balance				30,985.40 DR
30/06/2020	Distribution receivable		17,256.89		48,242.29 DR
			17,256.89		48,242.29 DR

Total Debits: 17,256.89

Total Credits: 0.00

Dansha Investments Unit Trust

ABN: 55 823 904 084

Balance sheet

For the year ended 30 June 2020

	2020	2019
	\$	\$
Share of Profit	20,133.03	15,458.78
Drawings	(14,728.00)	(14,728.00)
	80,405.03	23,644.82
Total current liabilities	181,421.96	80,239.87
Non-current liabilities		
Unpaid Present Entitlements		
Beneficiary - Gembry Pty Ltd	48,242.29	-
Beneficiary - Daniel Linehan	58,505.86	-
Beneficiary - Sharon Linehan	58,505.85	-
	165,254.00	-
Rental Bond	8,983.33	8,983.33
Total non-current liabilities	174,237.33	8,983.33
Total liabilities	355,659.29	89,223.20
Net assets	1,337,477.04	1,075,000.00
Equity		
420,000 Units Issued - Gembry Pty Ltd	420,000.00	325,000.00
487,500 Units Issued - Daniel Linehan	487,500.00	375,000.00
487,500 Units Issued - Sharon Linehan	487,500.00	375,000.00
Payment to Beneficiaries	(17,256.89)	-
Payment to Beneficiaries	(20,133.04)	-
Payment to Beneficiaries	(20,133.03)	-
Total equity	1,337,477.04	1,075,000.00

The accompanying notes form part of these financial statements.

These statements should be read in conjunction with the attached compilation report of Hillier Hewitt JCB Chartered Accountants.

78400 - Units in Unlisted Unit Trusts (Australian)

2020 Financial Year

Preparer Rachel Barrett

Reviewer Brendan Curran

Status Ready for Review

Account Code	Description	CY Units	CY Balance	LY Units	LY Balance	Change
DANS01	Dansha Investments Unit Trust	420000.000000	\$646,615.62	325000.000000	\$486,489.90	32.91%
TOTAL		CY Units	CY Balance	LY Units	LY Balance	
		420000.000000	\$646,615.62	325000.000000	\$486,489.90	

Supporting Documents

- Investment Movement Report [Report](#)
- 2020 Dansha Investments Unit Trust - Financial Statements.pdf
- 2020 Dansha Investments Unit Trust - Tax Return.pdf
- 2020 Unlisted Trust WP.pdf
- 2020 Dansha Investments Unit Trust - Trust Deed.pdf
- 2020 Dansha Investments Unit Trust - Property Valuation 29-08-2023.pdf

Standard Checklist

- Attach copies of Statements and Source Documentation
- Attach Investment Movement Report
- Ensure all Investments are valued correctly at June 30
- Ensure the investment is in accordance with the Fund's investment strategy
- Ensure the investment is in accordance with the SIS Act

D & S Linehan Superannuation Fund

Investment Movement Report



As at 30 June 2020

Investment	Opening Balance		Additions		Disposals			Closing Balance		Market Value
	Units	Cost	Units	Cost	Units	Cost	Accounting Profit/(Loss)	Units	Cost	
Bank Accounts										
Macquarie Cash Management Account #6292		87,823.48		50,210.33		(104,925.00)			33,108.81	33,108.81
		87,823.48		50,210.33		(104,925.00)			33,108.81	33,108.81
Units in Unlisted Unit Trusts (Australian)										
DANS01 - Dansha Investments Unit Trust	325,000.00	325,000.00	95,000.00	95,000.00				420,000.00	420,000.00	646,615.62
		325,000.00		95,000.00					420,000.00	646,615.62
		412,823.48		145,210.33		(104,925.00)			453,108.81	679,724.43

Client	D & S Linehan Superannuation Fund	Prepared By	RB
Year Ended	30-Jun-20	Date Prepared	24/11/2023
Subject	Unlisted Trust		

Dansha Investments Unit Trust

Net Assets as per Financial Statements		1,337,477.04
Less: Value of Properties as per Financial Statements		1,599,538.97
Add: Market Value of Property		
6/1 Pioneer Place, Tuggerah	933,750.00	
14/8 Teamster Close, Tuggerah	631,500.00	
11/8 Teamster Close, Tuggerah	844,500.00	
		2,409,750.00
Market Value of Net Assets		<u>2,147,688.07</u>
Total Units Issued		1,395,000
Market Value per Unit		<u>1.5395610</u>
Units Held by the Fund		420,000
% of Ownership in Unit Trust		30.11%
Market Value of Units held by the Fund		<u>646,615.62</u>

Notes:

This is a related trust. Units are held by the SMSF and it's members.

Asset Allocation:

Cash	93,597.36	3.74%
Property - at Market Value	2,409,750.00	96.26%
	<u>2,503,347.36</u>	

Dansha Investments Unit Trust

**Financial statements
For the year ended 30 June 2020**

Dansha Investments Unit Trust

ABN: 55 823 904 084

Contents

For the year ended 30 June 2020

Income statement	1
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Rental statement	8
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Taxation schedule of property, plant and equipment	11

Dansha Investments Unit Trust

ABN: 55 823 904 084

Income statement

For the year ended 30 June 2020

	2020	2019
	\$	\$
Income		
Interest Received	266.52	535.42
Net profit (loss) on rental operations	57,586.73	45,442.74
	57,853.25	45,978.16
Expenses		
Accountancy Fees	-	1,400.00
Bank Charges	63.29	-
Filing Fees	267.00	263.00
	330.29	1,663.00
Net profit	57,522.96	44,315.16
Retained earnings (accumulated losses) at beginning of the financial year	-	-
Total available for distribution	57,522.96	44,315.16
Distribution to Beneficiaries	57,522.96	44,315.16
Retained earnings (accumulated losses) at the end of the financial year	-	-

The accompanying notes form part of these financial statements.

These statements should be read in conjunction with the attached compilation report of Hillier Hewitt JCB Chartered Accountants.

Dansha Investments Unit Trust

ABN: 55 823 904 084

Balance sheet

For the year ended 30 June 2020

	2020 \$	2019 \$
Current assets		
Cash at Bank	93,597.36	133,131.98
Total current assets	93,597.36	133,131.98
Non-current assets		
Buildings		
Buildings - 6/1 Pioneer	666,608.18	666,608.18
Buildings - 14/8 Teamster	420,797.04	420,797.04
Buildings - 11/8 Teamster	610,159.75	-
	1,697,564.97	1,087,405.22
Less: Accumulated Depreciation	(40,953.00)	(26,384.00)
Less: Accumulated Depreciation	(39,069.00)	(29,930.00)
Less: Accumulated Depreciation	(18,004.00)	-
Total non-current assets	1,599,538.97	1,031,091.22
Total assets	1,693,136.33	1,164,223.20
Current liabilities		
Tax clearing account	3,355.00	1,964.83
Gembry Pty Ltd		
Balance at Beginning of Year	-	17,587.80
Share of Profit	17,256.89	13,397.60
	17,256.89	30,985.40
Daniel Linehan		
Balance at Beginning of Year	-	22,914.04
Capital Introduced	75,000.00	-
Share of Profit	20,133.04	15,458.78
Drawings	(14,728.00)	(14,728.00)
	80,405.04	23,644.82
Sharon Linehan		
Balance at Beginning of Year	-	22,914.04
Capital Introduced	75,000.00	-

The accompanying notes form part of these financial statements.

These statements should be read in conjunction with the attached compilation report of Hillier Hewitt JCB Chartered Accountants.

Dansha Investments Unit Trust

ABN: 55 823 904 084

Balance sheet

For the year ended 30 June 2020

	2020	2019
	\$	\$
Share of Profit	20,133.03	15,458.78
Drawings	(14,728.00)	(14,728.00)
	80,405.03	23,644.82
Total current liabilities	181,421.96	80,239.87
Non-current liabilities		
Unpaid Present Entitlements		
Beneficiary - Gembry Pty Ltd	48,242.29	-
Beneficiary - Daniel Linehan	58,505.86	-
Beneficiary - Sharon Linehan	58,505.85	-
	165,254.00	-
Rental Bond	8,983.33	8,983.33
Total non-current liabilities	174,237.33	8,983.33
Total liabilities	355,659.29	89,223.20
Net assets	1,337,477.04	1,075,000.00
Equity		
420,000 Units Issued - Gembry Pty Ltd	420,000.00	325,000.00
487,500 Units Issued - Daniel Linehan	487,500.00	375,000.00
487,500 Units Issued - Sharon Linehan	487,500.00	375,000.00
Payment to Beneficiaries	(17,256.89)	-
Payment to Beneficiaries	(20,133.04)	-
Payment to Beneficiaries	(20,133.03)	-
Total equity	1,337,477.04	1,075,000.00

The accompanying notes form part of these financial statements.

These statements should be read in conjunction with the attached compilation report of Hillier Hewitt JCB Chartered Accountants.

Dansha Investments Unit Trust

ABN: 55 823 904 084

Statement of changes in equity

For the year ended 30 June 2020

	2020	2019
	\$	\$
Retained earnings		
Opening retained earnings	-	-
Net profit	57,522.96	44,315.16
Distribution to Beneficiaries	(57,522.96)	(44,315.16)
	-	-
Balance as at 01 July 2019	-	-
Profit	57,522.96	44,315.16
Distribution to Beneficiaries	(57,522.96)	(44,315.16)
	-	-

The accompanying notes form part of these financial statements.

These statements should be read in conjunction with the attached compilation report of Hillier Hewitt JCB Chartered Accountants.

Dansha Investments Unit Trust

ABN: 55 823 904 084

Notes to the financial statements

For the year ended 30 June 2020

The financial statements cover Dansha Investments Unit Trust and have been prepared in accordance with the trust deed to meet the needs of stakeholders and to assist in the preparation of the tax return.

Comparatives are consistent with prior years, unless otherwise stated.

1 Basis of preparation

Dansha Investments Unit Trust is non-reporting since there are unlikely to be any users who would rely on the general purpose financial statements.

The special purpose financial statements have been prepared in accordance with the significant accounting policies presented below and do not comply with any Australian Accounting Standards unless otherwise stated.

The financial statements have been prepared on an accruals basis and are based on historical costs modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and financial liabilities.

Significant accounting policies adopted in the preparation of these financial statements are presented below and are consistent with prior reporting periods unless otherwise stated.

2 Summary of significant accounting policies

Revenue and other income

Rental income

Investment property revenue is recognised on a straight-line basis over a period of the lease term so as to reflect a constant periodic rate of return on the net investment.

Interest revenue

Interest is recognised using the effective interest method.

Goods and services tax (GST)

Revenue, expenses and assets are recognised net of the amount of goods and services tax (GST), except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO).

Receivables and payables are stated inclusive of GST.

These notes should be read in conjunction with the attached compilation report of Hillier Hewitt JCB Chartered Accountants.

Dansha Investments Unit Trust

ABN: 55 823 904 084

Notes to the financial statements

For the year ended 30 June 2020

Cash and cash equivalents

Cash and cash equivalents comprises cash on hand, demand deposits and short-term investments which are readily convertible to known amounts of cash and which are subject to an insignificant risk of change in value.

Property, plant and equipment

Each class of property, plant and equipment is carried at cost less, where applicable, any accumulated depreciation and impairment.

At the end of each annual reporting period, the depreciation method, useful life and residual value of each asset is reviewed. Any revisions are accounted for prospectively as a change in estimate.

Dansha Investments Unit Trust

ABN: 55 823 904 084

Trustee's declaration

The director declares that the unit trust is not a reporting entity and that this special purpose financial report should be prepared in accordance with the accounting policies described in Note 2 to the financial statements.

The director of the trustee company declares that:

1. The financial statements and notes present fairly the unit trust's financial position as at 30 June 2020 and its performance for the year ended on that date in accordance with the accounting policies described in Note 2 to the financial statements;
2. In the trustee's opinion there are reasonable grounds to believe that the unit trust will be able to pay its debts as and when they become due and payable.

This declaration is made in accordance with a resolution of the trustee.

Trustee

Gembry Pty Ltd

Dated

Dansha Investments Unit Trust

ABN: 55 823 904 084

Rental statement

For the year ended 30 June 2020

	2020	2019
	\$	\$
Rent Received	119,831.60	87,959.19
Less: expenses		
Depreciation	21,163.00	12,688.00
Capital Works Deduction	20,549.00	14,170.00
Rates	7,050.62	3,905.45
Repairs & Maintenance	95.00	-
Strata Levies	13,387.25	11,753.00
	62,244.87	42,516.45
Net profit from rental	57,586.73	45,442.74

The accompanying notes form part of these financial statements.

These statements should be read in conjunction with the attached compilation report of Hillier Hewitt JCB Chartered Accountants.

Dansha Investments Unit Trust

ABN: 55 823 904 084

Compilation report

I have compiled the accompanying special purpose financial statements of Dansha Investments Unit Trust which comprise the balance sheet as at 30 June 2020, and the income statement for the year then ended, a summary of significant accounting policies and other explanatory notes. The specific purpose for which the special purpose financial statements have been prepared is to provide information relating to the performance and financial position of the trust that satisfies the information needs of the director of the trustee company and of the unit holders.

The responsibility of the trustee

The director of the trustee company is solely responsible for the information contained in the special purpose financial statements, the reliability, accuracy and completeness of the information and for the determination that the basis of accounting used is appropriate to meet their needs and for the purpose that the financial statements were prepared.

My responsibility

On the basis of information provided by the director of the trustee company, I have compiled the accompanying special purpose financial statements in accordance with the basis of accounting as described in the notes to the financial statements and APES 315: Compilation of Financial Information.

I have applied my expertise in accounting and financial reporting to compile these financial statements in accordance with the basis of accounting described in the notes to the financial statements. I have complied with the relevant ethical requirements of APES 110 Code of Ethics for Professional Accountants.

Assurance disclaimer

Since a compilation engagement is not an assurance engagement, I am not required to verify the reliability, accuracy or completeness of the information provided to us by management to compile these financial statements. Accordingly, I do not express an audit opinion or a review conclusion on these financial statements.

The special purpose financial statements were compiled exclusively for the benefit of the trustee of the trust who is responsible for the reliability, accuracy and completeness of the information used to compile them.

Accordingly, these special purpose financial statements may not be suitable for other purposes. I do not accept responsibility for the contents of the special purpose financial statements.

Dansha Investments Unit Trust

ABN: 55 823 904 084

Compilation report

Firm Hillier Hewitt JCB
Address 4/16 Lake Street
Budgewoi NSW 2262
Date 05/10/2023



Signed

Brendan Curran

Dansha Investments Unit Trust

ABN: 55 823 904 084

Taxation schedule of property, plant and equipment

For the year ended 30 June 2020

The accompanying notes form part of these financial statements.

These statements should be read in conjunction with the attached compilation report of Hillier Hewitt JCB Chartered Accountants.



12 Beaverdale Place
TUMBI UMBI NSW 2261
(PO Box 8064 "Mingara"
TUMBI UMBI 2261)

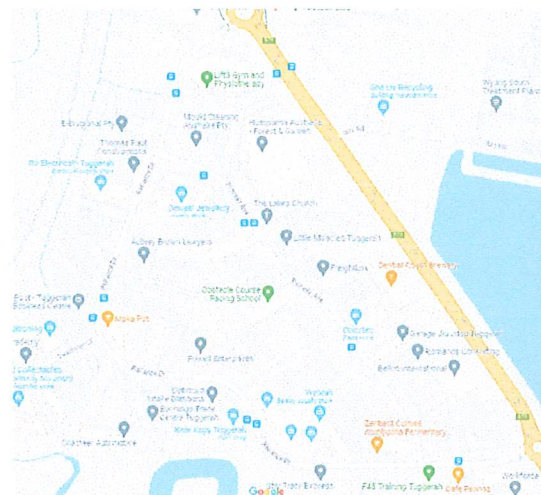
Email: rgfurney@bigpond.com
Mobile: 0408 214 709

Telephone

02 4389 4289

29th August 2023

**Daniel and Sharon Linehan
and Gembry Pty Ltd**
7 Beaverdale Place
TUMBI UMBI NSW 2261



VALUATION and REPORT

Purpose: Current Market Value asset purposes.

**Property : (1) Unit 1 at 19 Reliance Drive, Tuggerah
(2) Unit 6 at 1 Pioneer Place, Tuggerah
(3) Unit 14 at 8 Teamster Close, Tuggerah
(4) Unit 11 at 8 Teamster Close, Tuggerah**

GENERAL COMMENTS :

An instruction has been received from Daniel Linehan on behalf of :

Owner : Daniel and Sharon Linehan
Unit 1 at 19 Reliance Drive, Tuggerah.

and Gembrey Pty Ltd
as owner of properties noted 2-4 above.

Such instruction to provide a fair current market value over the subject four lots on a fully leased basis for Self Managed Superannuation asset book purposes and as required by the Australian Taxation Office.

LOCATION :

Tuggerah is a well known Central Coast suburb and located about one hours driving time north of hornsby and about the same travelling distance further north to Newcastle.

It is serviced by an electric passenger trian service and same located within about 2 kilometres of the subject properties a local bus service is available from Wyong Road.

Within easy reach is a regional shopping centre known as Tuggerah Westfields and nearer to the subject is Bunning Hardware outlet and a bulky goods complex.

All lots within this report considered to be well placed within the Tuggerah Business Park.

Property 1 :

Unit 1 at 19 RELIANCE DRIVE, TUGGERAH
Lessor / Owner Daniel Lanehan and Sharon Lanehan



TENANT Resume :

Upper Level : Tenant MultiMedia
Current Gross Annual Rent net of GST \$25,665-60

Lower Level : Previous Sharon Linehan Speech Pathology
Estimated Gross Annual Rent net of GST \$30,000-00
This section vacant and available for lease.

ESTIMATED gross annual income GST excl \$55,665-60

The Complex :

The complex holds an excellent visual location along the estates prime road Reliance Drive, and has surrounding lunch shops. The complex has been developed in stages and it is my understanding a further section is to be built at rear of the existing structures.

Same is constructed on heavy duty raft concrete floor, concrete tilt up panels and or masonry with skillion low pitched metal deck roof over and aluminium framed windows and door openings as shown in photographs above.

SUBJECT unit 1 :

Holds a commanding corner semi detached position and further benefit of full street front exposure.
Each level having self contained amenities, ducted reverse cycle air conditioning, and office style fitouts.

TOTAL AREA : 164 square metres over 2 levels
CAR spaces : 2 open on site.

Property 2

Unit 6 at 1 Pioneer Place, Tuggerah

Lessor / owner Gembry Pty Ltd ATF Dansha Investments Unit Trust.



Tenant Resume :

Wholly leased to Interrelate.
4 year Lease Expiry 30/6/2024.
Net annual rent exclusive of
outgoings and GST

\$56,027.88 pa.

Contributions to outgoings paid
monthly of \$693.83 excl GST

The Complex :

Appears from my site inspection to comprise of
three separate buildings on strata title as Lot 1
Strata Plan 83278.

Same appears to be a commercial development and



and comprising of a total of 13 units. They are of a modern build set on concrete raft floor, and tilt concrete panel walling, white toned aluminium framed windows and door openings, roof over is assumed to be in low pitched metal deck sheeting. Ground floor units range in size from 120-366 sm.

And perimetre on site car parking provided.

SUBJECT unit 6 / Lot 1

Is placed to the mide section of the building placed to the right hand side of the complex when viewing from Pioneer Place. It is of good regular shape and same having private amineties inclusive of tea making kitchenette, ducted reverse cycle air conditioning and overhead lighting and power points for purpose used.

Presentation appear good through out.

**TOTAL area : 248 square metres.
Car spaces : 7 open spaces forward of unit.**

Property 3

**Unit 14 at Teamster Close, Tuggerah.
Lessor / owner Gembry Pty Ltd ATF Dansha Investment
Unit Trust.**





Tenant Resume

Wholly leased to Principal Fabrication
3 year lease term expiry 30/9/2025 plus option.
Annual increases at 3%.

Net annual rent exclusivce of GST
and outgoings \$30,000-00

Contributions to outgoings paid on
monthly basis \$482.50 excl GST

The complex :

Comprises a strata titled factory complex with
share central heavy duty concrete driveway and
turning bay at far end.

The units are contained in 2 buildings to either side
of the drive with aprons of non covered site site car
parking.

Construction in use of concrete tilt panel walling,
heavy duty concrete floors, metal deck roofing
over, together with industrial door opening to the
warehouse, plus pedestrian entry door and powder
coated aluminium window frames.

SUBJECT unit 14 :

Is located towards the end of the building to the
right hand side of the driveway and same suitable
for truck movements and facilitates for small shipping
container deliveries if needed.

Having a prtactical rectangular shape and a wall height
in the vicinity of 6 metres.
It has a set of private amenities and basic tea making
area supplied with hot water.

UNIT AREA : 203 square metres
Car Parking : allocated on site.

Property 4

Unit 11 at 8 Teamster Close, Tuggerah

Lessor / owner Gembry Pty Ltd ATF Dansha Investments Unit Trust.



Tenant resume :

Wholly leased to Core Limited Physiotherapy
Lease expiring 17th July 2025 with option and
annual increases of 3%.

Net annual rent exclusive of GST
and outgoings \$42,230.04

Plus monthly contribution to outgoings
\$690.10 excl.GST

The complex :

Refer to unit 14 above, this unit towards the rear and
to left hand side of drive way on entry from Teamster Close.

Subject Unit 14 :

Similar layout to above unit 14, however this unit is
fully air conditioned and further extensive office style
interior and fitout made by tenant in occupation. May
have merit for additional rent leverage on expiry of
current lease.

UNIT AREA : 273 square metres
Car Parking : 5 spaces on site

Lease 10 years expires September 2030



Current Gross Annual Rent net of GST	\$35,000-00
Estimated outgoings Strata / Council	\$15,837-00

SERVICES to all units :

Usual town services provided electricity, town water, sewer.
And 3 phase power.

BASIS of VALUATION :

For the purpose of this assessment each of the leased areas have been identified and a estimated net annual rent has been adopted for the capitalization methodology adopted and further having regard to a number of comparable sales to gauge the yield which would be required of a potential investor purchaser.

I am satisfied the comparable sales and yields have provided a range and I have adjusted same relative to these properties.

And copy of such material is attached to the rear of this report in brief I have adopted the following net rent yields in assessing fair current market value of each of the subject properties and some rounding has occurred for practical purposes.

Yields applied to and adopted :

- | | |
|---|--------------------|
| (1) 1/19 Reliance Drive, Tuggerah | Yield 6.5% |
| (2) 6/1 Pioneer Place, Tuggerah | Yield 6.0% |
| (3) 14/8 Teamster Closer, Tuggerah | Yield 4.75% |
| (4) 11/8 Teamster Close, Tuggerah | Yield 5.0% |

Resultant assessed capital amounts and provided in the Certificate of valuation over page no.8.



DISCLAIMER

This valuation and report is made at the express request of Daniel Linehan for and on behalf on behalf of the owners registered at the Land Titles Office and for purpose of asset assessment for Superannuation Fund. It is not available to nor shall it be relied upon by any third party, person or institution, other than the instructing party to whom it is addressed.

This report is copy right to R G FURNEY Projects Pty Limited and the author and may not be copied in whole or part without written consent of the signatory to this report.

This report does not purport to cover sale prices arising under forced or "fire sale" conditions that may arise caused by matters such as adverse persons or business financial circumstances of the property buyer which maybe exacerbated by adverse property market conditions.

CERTIFICATE of VALUATION

I am of the opinion having regards to comparable sales material and current rental and lease terms as outlined within this report and use of capitalization of estimated net annual rental the lots within this report have been assessed with fair current market values of :

(1) 1/ 19 Reliance Drive, TUGGERAH

Eight hundred and fifty six thousand and five hundred dollars.

(\$856,500-00)

(2) 6/1 Pioneer Drive, TUGGERAH

Nine Hundred and thirty three Thousand seven hundred & fifty dollars

(\$933,750-00)

(3) Unit 14/8 Teamster Close, TUGGERAH

Six Hundred and thirty one Thousand & five Hundred dollars.

(\$631,500-00)

(4) Unit 11/8 Teamster Close, TUGGERAH

Eight hundred and forty four thousand & five hundred dollars.

(\$844,500-00)

R G FURNEY Projects Pty Limited

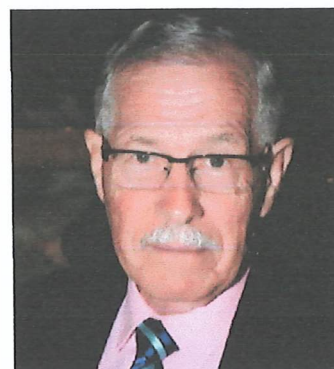
A handwritten signature in blue ink, appearing to read 'R.G. Furney', is written over the printed name.



R G FURNEY Projects Pty Limited

A handwritten signature in blue ink, appearing to read "Robert G Furney", with a long horizontal stroke at the end.

Robert G Furney
Director
Real Estate Property Valuer
Reg Member 1500 Australian Valuers Institute.



For your notes and see attachments over.

Attachments

Strata Plan provided

(1) 8 Teamster Close, Tuggerah

(2) 6/1 Pioneer Place, Tuggerah

STRATA PLAN FORM 2 (A3)

SP86535

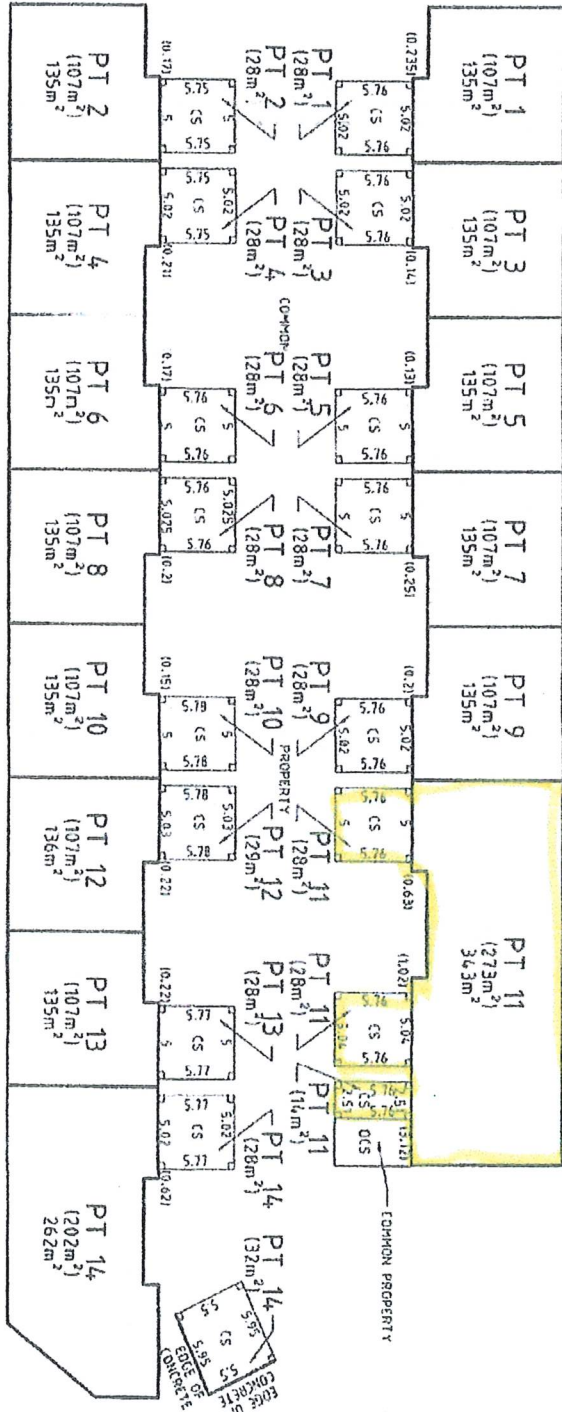
WARNING: Cheesing or folding will lead to rejection

gPlan

Sheet 2 of 2 (sheet)

BORDED WATER TANKS ARE TO FORM PART OF COMMON PROPERTY.
 GARAGE DOORS AND ALL WORKING PARTS AND MOTIONED MECHANISMS FORM PART OF THEIR RESPECTIVE LOTS.
 HOT WATER SYSTEMS ARE WITHIN THEIR LOTS & FORM PART OF THEIR RESPECTIVE LOTS.
 ALL SERVICES FORM PART OF COMMON PROPERTY.
 MEASUREMENTS OF FLOOR AREA SHOWN ON THE FLOOR PLAN ARE APPROXIMATE AND CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (REVENUE DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM MEASUREMENTS OF FLOOR AREA FOR OTHER PURPOSES.

THE STRATUM OF THE CAR SPACE IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.



GROUND FLOOR

CS - CARSPACE
 DCS - DISABLED CARSPACE

10 20 30 40 50 60 70 80 90 100 110 120 130 140

Surveyor: ROBERT G POLSON
 Surveyor's Ref: 21024SP
 Subdivision No: 88-2011
 Lengths are in metres, Reduction Ratio 1: 300

Registered
 27-2-2012

SP 86535



Director | Gembry Pty Ltd

ATF Dansha Investments Unit Trust

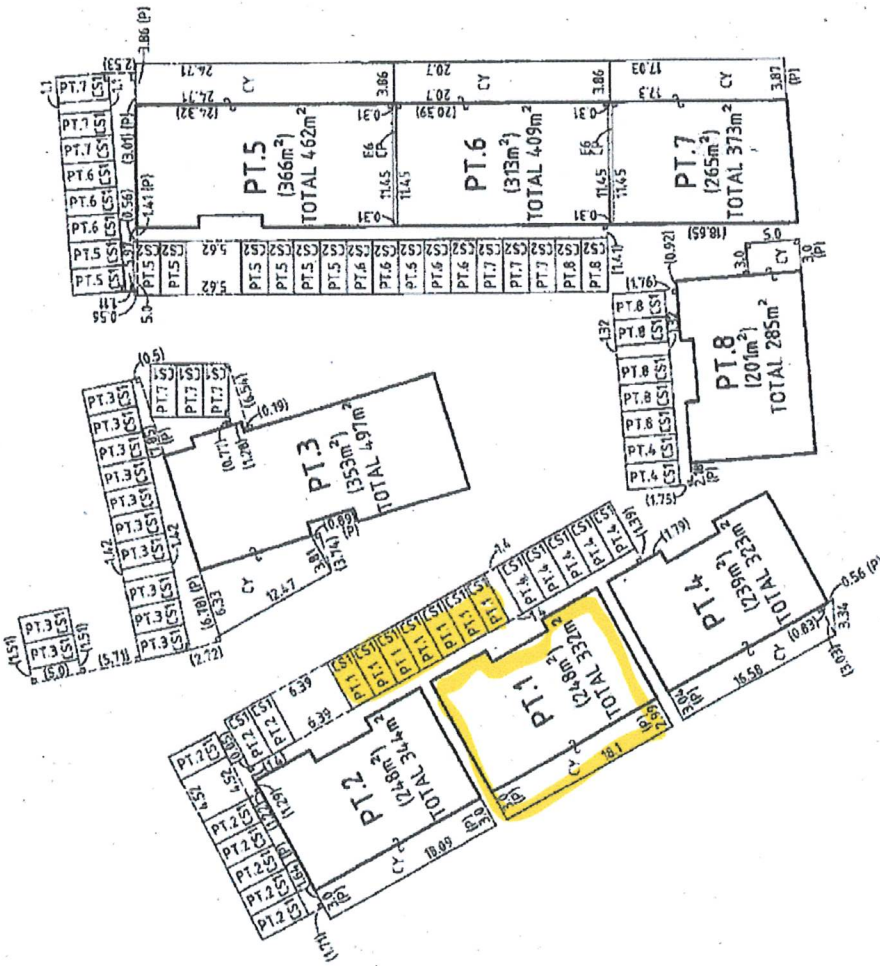
7 Beverdale Place Tumbi Umbi NSW 2261

Mob: 0416 163 715

(Unit 6 = PT1) 1 Pioneer Avenue.png

Reg:R496876 /Doc:SP 0083278 R /Rev:05-Feb-2010 /Bts:SC.OK /Pgm:MLE /Pft:10-Oct-2017 11:39 /Seq:2 of 4
Ref:17713 /Src:M

GROUND FLOOR PLAN



Surveyor: ANTHONY JAMES O
 Surveyors Ref: 37703-ST-003
 Substation No. 291250
 Lengths in metres Reduction R₀

Scale of mm: 100 110 120 130 140 150

Attachments: (Unit 6 =PT1) 1 Pioneer Avenue.png

236 KB

STARTA PLAN
Lot 1 SP 83278

***ATTACHMENTS : Comparable
Sales and Investment Yields***



Unit 4, 1 Pioneer Avenue,
Tuggerah, NSW 2259
Offices

Price information

Sold
Contact Agent

Key property information

Floor area
200 m²

Car spaces
7

Zoning
B7: Business Park

Tenure type
Tenanted Investment

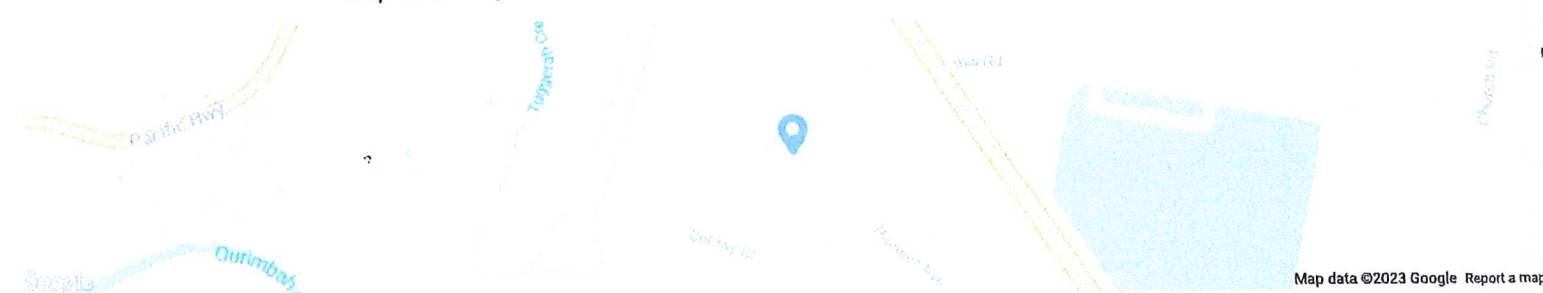
Sold on
08 Aug 2022

*Sold
24/6/22
net \$810,000*



*rent
\$53374.72
net +65T
6.5%
Yarely*

Map of Unit 4, 1 Pioneer Avenue



GROUND FLOOR QUALITY 200M2 OFFICE!

This excellent 200m2 (approx) office suite on the ground floor in the heart of the Coast's Premier Business Park in Tuggerah with ample parking at the door, partitioned areas, data and cabling throughout and a modern fit out!

Metres away from Body Fuel cafe and close the Tuggerah Railway Station, Westfield Shoppingtown and the Sydney - Newcastle M1 Motorway. Air conditioned and ready for



6/8 Teamster Close,
Tuggerah, NSW 2259
Warehouse, Factory & Industrial



Price information

Sold
\$450,000

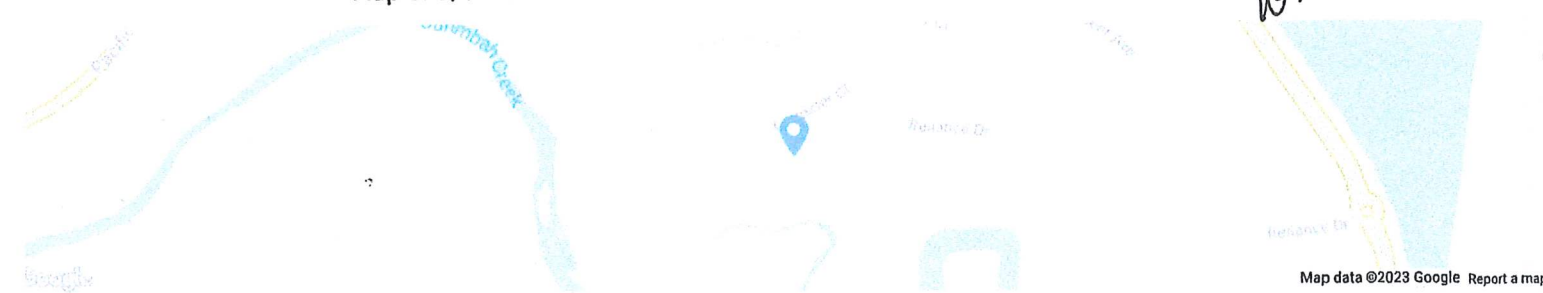
Key property information

- Floor area
208 m²
- Car spaces
2
- Parking info
2 parking spaces
- Zoning
B7
- Tenure type
Tenanted Investment
- Sold on
03 Nov 2021

*Sold
3/11/21
\$450,000
note pm
\$2,163.*

lots lease

Map of 6/8 Teamster Close



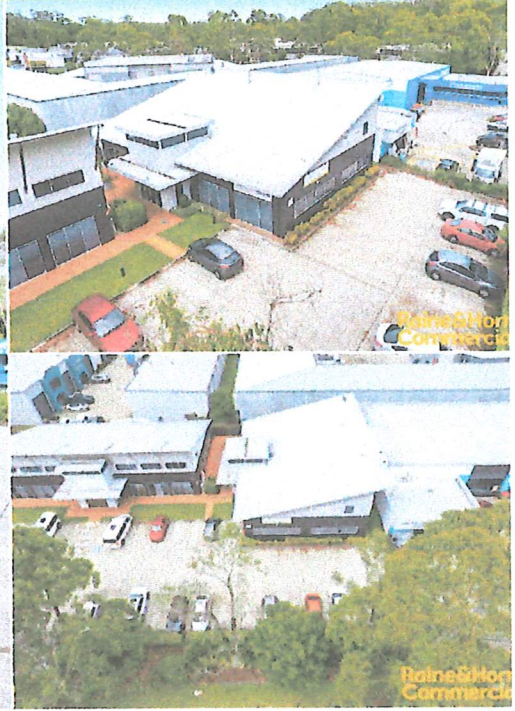
Map data ©2023 Google Report a map

All the Space you need

6/8 Teamster Close, Tuggerah is a versatile investment, boasting 108m2 at ground level with a massive 100m2 mezzanine office upstairs.

An ideal commercial set up with a separate area for reception, workshop, warehouse area (with roller door), bathroom amenities, kitchenette, and parking.

The property is a tenanted investment with a long term tenant, providing a lucrative investment return.



1/5 Colony Close,
Tuggerah, NSW 2259
Offices - Other



Price information

Sold
\$1,100,000

*1,200,000 net EXPERT
\$4098 psm*

Key property information

Floor area
244 m²

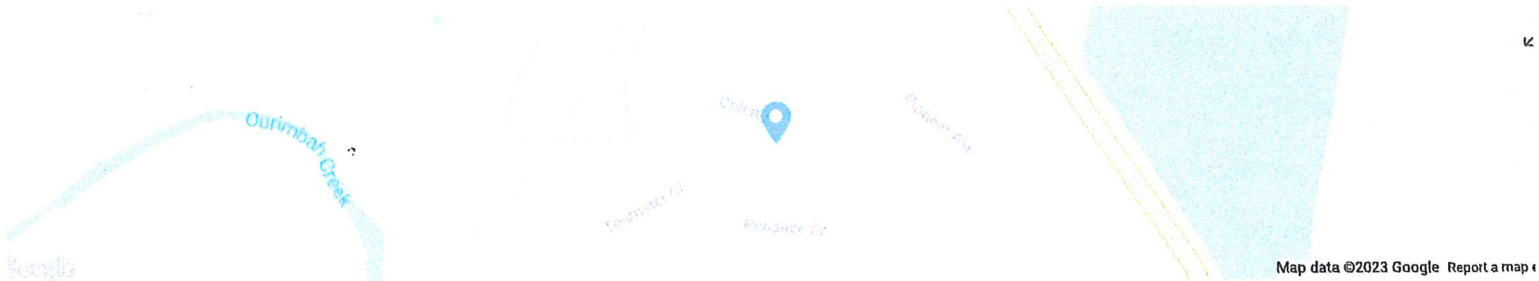
Car spaces
6

Zoning
B 7 Business Park

Tenure type
Vacant Possession

Sold on
15 May 2023

Map of 1/5 Colony Close



Ideal Commercial Opportunity - Fully Fitted Out \$1.2 million (No GST)

Ready for you to move into is this beautifully presented, impressive commercial office within the Tuggerah Business Park, one of the Central Coast's premier locations. Set within a well kept small strata development, 1/5 Colony Close consist of natural flowing light throughout this fully functional ready to move into commercial opportunity.

- 244m2 Strata Title Unit within small professional development

Raine & Horne Commercial



11/1 Reliance Drive,
Tuggerah, NSW 2259

Warehouse, Factory & Industrial • Offices • Other

Price information

Sold

Contact Agent

Key property information

Floor area
702 m²

Zoning
B7 Business Park

Tenure type
Vacant Possession

Sold on
14 Apr 2023

*Sold 4/5/23
\$2,024,000
Yield*

Map of 11/1 Reliance Drive

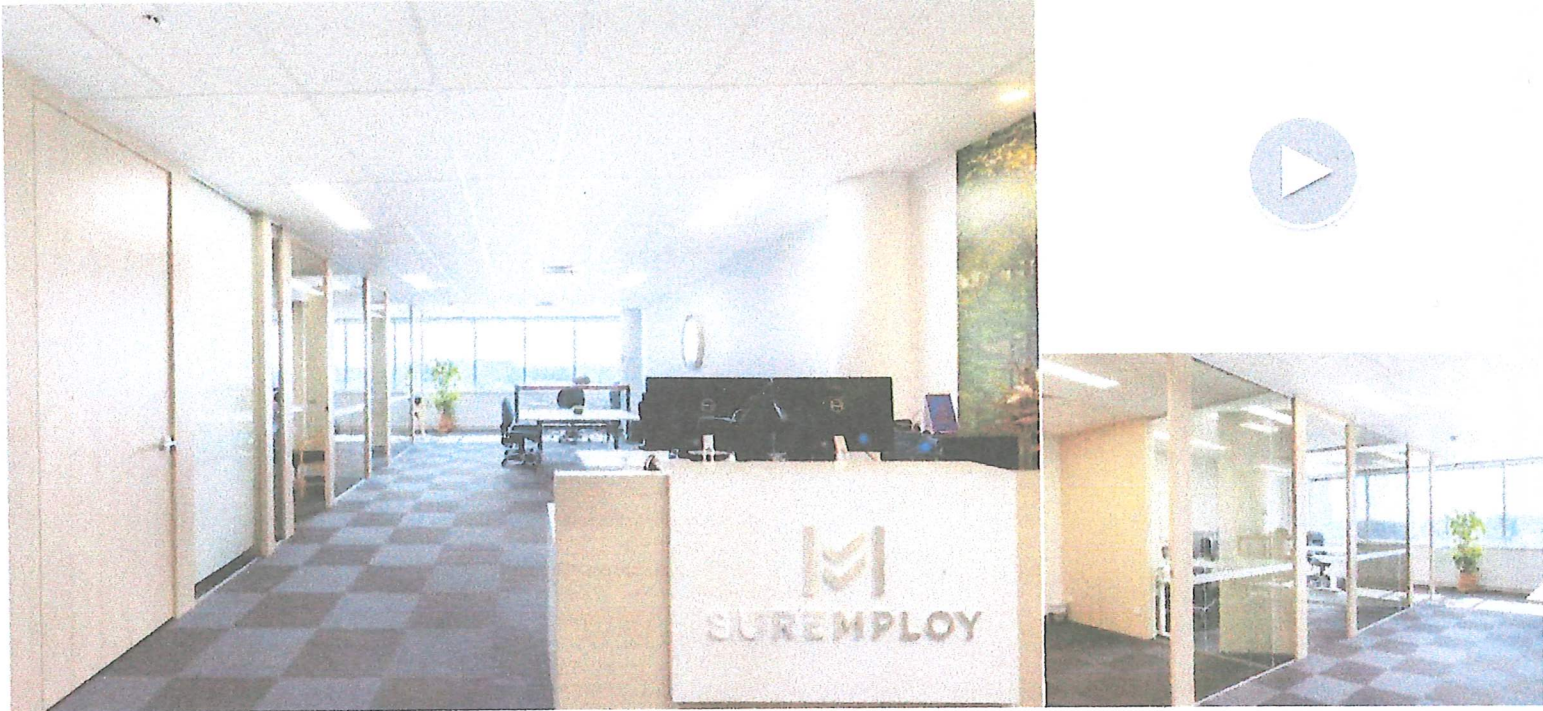


*rent \$90,000 - net
quoted \$1.9m
Yield 4.45%*

Exceptional Offering in Tuggerah Business Park - 702m2

Excellent business unit within Tuggerah Business Park with dual access and high, clear span internal design. Popular complex at 1 Reliance Drive Tuggerah that accommodates a number of high profile businesses.

Well located close to the Pacific Highway, Tuggerah rail & transport hub, Westfield and the M1 motorway. Warehouse and office design that is flexible for any number of commercial, storage and distribution businesses.



Suite 306, 1 Bryant Drive,
Tuggerah, NSW 2259
Offices

*5000 5/5/23
\$580,000*



Price information

Sold
Contact Agent

*pos rate
\$4874*

Key property information

Floor area
119 m²

Zoning
B5: Business Development

Sold on
02 May 2023

*302 & 303 6/4/23
\$1,200,000
16x 240 sq units
\$5200 pos*

Map of Suite 306, 1 Bryant Drive



Map data ©2023 Google Report a map e

FULLY FITOUT OFFICE WITH EXTRA BONUS AREAS!!

Excellent amenities and a superb view over the Coasts Northern bushland and mountains, yet minutes from the Tuggerah Business Park, Super Centre, Railway Station, MI Sydney to Newcastle Motorway and Westfield Shopping Centre!

This immaculate 120m² (approx.), north facing office with abundant natural light has a complete office fitout with partitioned offices and open-plan working areas plus a special strata title benefit allowing use of (exclusive to only level 3 owners and tenants) 2x large board and conference rooms, a large breakout room and balcony! You must inspect to



Unit 31, 4 Colony Close, Tuggerah, NSW 2259

Warehouse, Factory & Industrial • Shops & Retail



Price information

Sale

\$455,000 No GST Applicable 'Sale Of Going Concern'

Under Contract

Key property information

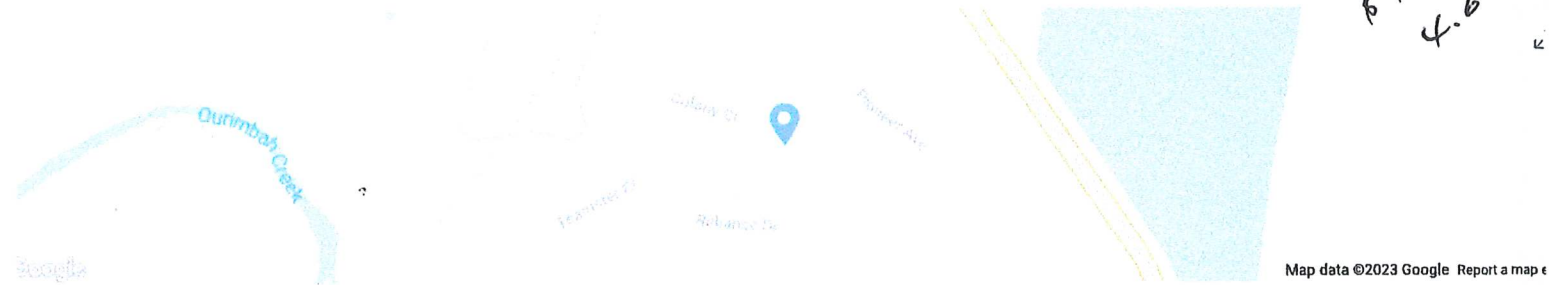
Floor area
120 m²

Zoning
SP4: Special Activities

Tenure type
Tenanted Investment

*Under contract.
leased
\$20,000 net
4% interest
yield @
\$430,000
4.65%*

Map of Unit 31, 4 Colony Close



OUTSTANDING POSITION WITH EXPOSURE AND CURRENT RETURN!!

This superb quasi retail / industrial unit is brand new and consists of approximately 120 square metres of floor area, quality amenities and an absolute cracking position at the front of this landmark complex.

Situated in the heart of Tuggerah Business Park (the Coast's premier business park) and in close proximity to Tuggerah Railway Station, the M1 motorway providing access to Sydney and Newcastle, Westfield shopping centre and that Tuggerah Super Center, this

Attachments : Rental Invoices

Sharon Linehan Speech Pathology

D & SL Linehan Pty Ltd t/as Sharon Linehan Speech Pathology

ABN: 23 291 772 539

Phone/Fax: (02) 4388 6854

Email: sharonlinehanspeechpathology@gmail.com



7 Beverdale Place TUMBI UMBI NSW 2261

Unit 1/19 Reliance Drive TUGGERAH NSW 2259

Date:

Invoice No:

Tax Invoice

Rental of Unit 1, 1st Floor, 19 Reliance Drive, Tuggerah to :

Multi-Media Buying & Planning Services Pty Ltd

	From	To	Amount
Date:	Monthly Rent		\$ 2,138.80
			GST \$ 213.88
Outgoings:	as per Lease.		\$ 50.00
		Total Owing	\$ 2,402.68

Account Payment Details

Bank	Newcastle Permanent Building Society
BSB Number	650 300
Account Number	505127701
Account Name	D & SL Linehan Pty Ltd

Regards,

Sharon Linehan Speech Pathology

Gembry Pty Ltd

ATF Dansha Investments Unit Trust

ABN: 55 823 904 084

Phone/Fax: (02) 4388 6854

Email: dansha.investments@gmail.com

7 Beaverdale Place TUMBI UMBI NSW 2261

Date: 14/08/2023

Invoice No: InterSept2023

Tax Invoice

Rental of Unit 6, 1 Pioneer Avenue, Tuggerah Business Park to:

Interrelate Limited

		Amount
Date:	01/09/2023 - 30/09/2023	\$ 4,668.99
Outgoings:	01/09/2023 - 30/09/2023	\$ 693.81
	GST	\$ 536.28
	Total Owing	\$ 5,899.08

Account Payment Details

Bank	Newcastle Permanent Building Society
BSB Number	650 300
Account Number	522 973 301
Account Name	Gembry Pty Ltd

Regards,

Daniel Linehan

Gembry Pty Ltd

ATF Dansha Investments Unit Trust

ABN: 55 823 904 084

Mob: 0416 163 715

Email: dansha.investments@gmail.com

7 Beaverdale Place TUMBI UMBI NSW 2261

Date: 14/08/2023

Invoice No: PFSept2023

Tax Invoice

Rental of Unit 14, 8 Teamster Close, Tuggerah Business Park to:

Principal Fabrication

		Amount
Date:	1/09/2023 - 30/09/2023	\$ 2,500.00
Outgoings:	1/09/2023 - 30/09/2023	\$ 482.50
		GST \$ 298.25
	Total Owing	\$ 3,280.75

Account Payment Details

Bank	Newcastle Permanent Building Society
BSB Number	650 300
Account Number	522 973 301
Account Name	Gembry Pty Ltd

Regards,

Daniel Linehan

Gembry Pty Ltd

ATF Dansha Investments Unit Trust

ABN: 55 823 904 084

Mob: 0416 163 715

Email: dansha.investments@gmail.com

7 Beaverdale Place TUMBI UMBI NSW 2261

Date: 14/08/2023

Invoice No: CoreSept2023

Tax Invoice

Rental of Unit 11, 8 Teamster Close, Tuggerah Business Park to:

Core Elements Physiotherapy Pty Ltd

		Amount
Date:	18/09/2023 - 17/10/2023	\$ 3,519.17
Outgoings:	18/09/2023 - 17/10/2023	\$ 690.10
	GST	\$ 420.93
	Total Owing	\$ 4,630.20

Account Payment Details

Bank	Newcastle Permanent Building Society
BSB Number	650 300
Account Number	522 973 301
Account Name	Gembry Pty Ltd

Regards,

Daniel Linehan



12 Beaverdale Place
TUMBI UMBI NSW 2261
(PO Box 8064 "Mingara"
TUMBI UMBI 2261)

Email: rgfurney@bigpond.com
Mobile: 0408 214 709

Telephone

02 4389 4289

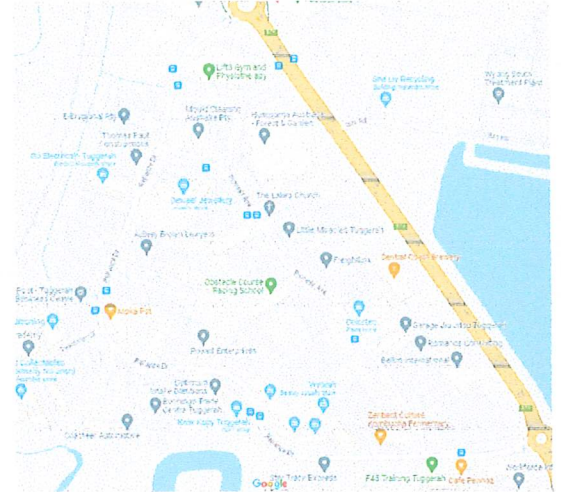
29th August 2023

**Daniel and Sharon Linehan
and Gembrey Pty Ltd
7 Beaverdale Place
TUMBI UMBI NSW 2261**

VALUATION and REPORT

Purpose: Current Market Value asset purposes.

**Property : (1) Unit 1 at 19 Reliance Drive, Tuggerah
(2) Unit 6 at 1 Pioneer Place, Tuggerah
(3) Unit 14 at 8 Teamster Place, Tuggerah
(4) Unit 11 at 8 Teamster Place, Tuggerah**



GENERAL COMMENTS :

An instruction has been received from Daniel Linehan on behalf of :

Owner : Daniel and Sharon Linehan
Unit 1 at 19 Reliance Drive, Tuggerah.

and Gembrey Pty Ltd
as owner of properties noted 2-4 above.

Such instruction to provide a fair current market value over the subject four lots on a fully leased basis for Self Managed Superannuation asset book purposes and as required by the Australian Taxation Office.

LOCATION :

Tuggerah is a well known Central Coast suburb and located about one hours driving time north of Hornsby and about the same travelling distance further north to Newcastle.

It is serviced by an electric passenger train service and same located within about 2 kilometres of the subject properties a local bus service is available from Wyong Road.

PART A Electronic lodgment declaration (Form P, T, F, SMSF or EX)

This declaration is to be completed where the tax return is to be lodged via an approved ATO electronic channel. It is the responsibility of the taxpayer to retain this declaration for a period of five years after the declaration is made, penalties may apply for failure to do so.

Tax File Number Year of return

Name of Partnership, Trust, Fund or Entity

Total Income/Loss	Total Deductions	Net Income/Loss
<input type="text" value="57790"/>	<input type="text" value="267"/>	<input type="text" value="57523"/>

Privacy
The ATO is authorised by the Taxation Administration Act 1953 to request the provision of tax file numbers (TFNs). The ATO will use the TFNs to identify each partner or beneficiary or entity in our records. It is not an offence not to provide the TFNs. However, you cannot lodge your tax return electronically if you do not quote your TFN.

Taxation law authorises the ATO to collect information and disclose it to other government agencies, including personal information about the person authorised to sign the declaration. For information about privacy go to ato.gov.au/privacy

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

Please refer to the privacy statement on the Australian Business Register (ABR) website (www.abr.gov.au) for further information - it outlines our commitment to safeguarding your details.

Electronic funds transfer - direct debit
Where you have requested an EFT direct debit some of your details will be provided to your financial institution and the Tax Office's sponsor bank to facilitate the payment of your taxation liability from your nominated account.

I authorise my tax agent to electronically transmit this tax return via an approved ATO electronic channel.

Important: Before making this declaration please check to ensure that all income has been disclosed and the tax return is true and correct in every detail. If you are in doubt about any aspect of the tax return, place all the facts before the Tax Office. The tax law provides heavy penalties for false or misleading statements on tax returns.

Declaration: I declare that:
* all the information I have provided to my registered tax agent for the preparation of this tax return, including any applicable schedules is true and correct, and
* I authorise the agent to give this document to the Commissioner of Taxation.

Signature of Partner, Trustee or Director Date

PART D Tax agent's certificate (shared facilities only)

We, BPC Accounting declare that:
* We have prepared this tax return in accordance with the information supplied by the partner, trustee, director or public officer
* We have received a declaration made by the entity that the information provided to us for the preparation of this tax return is true and correct, and
* We are authorised by the partner, trustee, director or public officer to lodge this tax return, including any applicable schedules.

Agent's Signature Date

Agent's phone Client's reference

Agent's Contact Name
Agent's reference number

Brendan Curran
25453725

Trust tax return 2020

01/07/2019 to 30/06/2020

Tax file number **Other attachments?**
 See the Privacy note in the Taxpayer's declaration

Name of trust
ABN

Current postal address

Full name of the trustee to whom the notices should be sent
 ABN

Daytime number

Type of trust

Managed investment trusts
Is the trust a managed investment trust (MIT)?

Tax payable by trustee? **Final tax return**

Electronic funds transfer (EFT)

Sensitive (when completed)

File no 960 414 909
ABN 55 823 904 084

Income excluding foreign income

9 Rent

Gross rent	F	<input type="text" value="119831"/>
Capital works deductions	X	<input type="text" value="20549"/>
Other rental deductions	H	<input type="text" value="41759"/>

Net rent

11 Gross interest - including Australian government loan interest **J**

15 Total of items 5 to 14

Deductions

18 Other deductions - show only deductions not claimable at any other item

<input type="text" value="Filing fees"/>	<input type="text" value="267"/>	Q	<input type="text" value="267"/>
--	----------------------------------	----------	----------------------------------

19 Total of items 16 to 18

20 Net Australian income or loss Subtract item 19 from item 15 **\$**

- other than capital gains

21 Capital gains
Did you have a CGT event during the year? **G**

Foreign Income

22 Attributed foreign income

Did you have overseas branch operations or a direct or indirect interest in a foreign trust, foreign company, controlled foreign entity or transferor trust? **S**

24 Total of items 20 to 23

26 Total net income or loss

Overseas transactions / thin capitalisation

29 Overseas transactions

Was the aggregate amount of your transactions or dealings with international related parties (including the value of any property/service transferred or the balance of any loans) greater than \$2 million? **W**

Did the thin capitalisation provisions affect you? **O**

Was any beneficiary who was not a resident of Australia at any time during the year of income presently entitled to a share of the income of the trust? **A**

Sensitive (when completed)

Transactions with specified countries

Did you directly or indirectly send to, or receive from, one of the countries specified in the instructions, any funds or property; or

C **N**

Do you have the ability or expectation to control, whether directly or indirectly, the disposition of any funds, property, assets or investments located in, or located elsewhere but controlled or managed from one of those countries?

30 Personal services income

Does your income include an individual's PSI?

N **N**

Key financial information

33 All current assets

F

34 Total assets

G

35 All current liabilities

I

36 Total liabilities

J

Business and professional items

Note: It is not an offence not to quote a TFN for a beneficiary. However, TFNs help the ATO to correctly identify each beneficiary's tax records. The ATO is authorised by the *Income Tax Assessment Act 1936* and the *Income Tax Assessment Act 1997* to ask for information in this tax return. We need this information to help administer the tax laws. To make a correct Trustee Beneficiary (TB) statement you must quote the TFN of a resident trustee beneficiary of a closely held trust.

Note: If the trust needs to provide annual reports under the Trustee Beneficiary Rules or the TFN withholding rules you will be able to do so by completing the information in the statement of distribution.

56 Statement of distribution

File no 960 414 909
 ABN 55 823 904 084

TFN	369 629 140	Entity code	S	SMSF
Name of beneficiary	D & S Linehan Superannuation Fund			
Residential addr (ind) or Business addr (non-ind)	7 Beaverdale Place			
	Tumbi Umbi	NSW	2261	

Assessment calc. code	V	35	Distribution percentage		30.00
Share of income of the trust estate	W		Share of cr. for TFN amounts w/held from payments from closely held trusts	O	
Share of credit for tax w/held - FRW (excl. CGT)	L		Capital gains	F	
Aust. franking credits from a NZ franking co.	N		NCMI Capital gains	F1	
Primary production	A		Excluded from NCMI	F2	
PP - NCMI	A1		Capital gains		
PP - Excluded from NCMI	A2		Share of credit for for. res. CGT withholding	Z	
Non-Primary production	B	17257	Attributed foreign inc.	G	
Non-PP - NCMI	B1		Other assessable foreign source income	H	
Non-PP - Excluded from NCMI	B2		For. inc. tax offset	I	
Credit for tax withheld where ABN not quoted	C		NRAS scheme tax offset	R	
Franked distributions	U		Expl. credits distrib.	M	
Franking credit	D		ESVCLP tax offset	T	
TFN amounts withheld	E		ESIC tax offset	J	
			Div 6AA Eligible income	C1	

Small business income tax offset information

Net small business income **Y**

Non-resident beneficiary additional information

s98(3) assessable amt **J** s98(4) assessable amt **K**

TB statement information

Tax preferred amounts **P** Untaxed part of share of net income **Q**

Annual Trustee Payment report information

Distrib. from ordinary or statutory income during income year **S** Total TFN amounts withheld from payments **T**

Sensitive (when completed)

File no 960 414 909
 ABN 55 823 904 084

Client ref

TFN	176 693 351	Entity code	I	Individual
Name of beneficiary	Daniel			
	Linehan			
Residential addr (ind) or Business addr (non-ind)	7 Beaverdale Place			
	Tumbi Umbi	NSW	2261	
Date of birth	15/10/1972			

Assessment calc. code	V	30	Distribution percentage		35.00
Share of income of the trust estate	W		Share of cr. for TFN amounts w/held from payments from closely held trusts	Q	
Share of credit for tax w/held - FRW (excl. CGT)	L		Capital gains	F	
Aust. franking credits from a NZ franking co.	N		NCMI Capital gains	F1	
Primary production	A		Excluded from NCMI	F2	
PP - NCMI	A1		Capital gains		
PP - Excluded from NCMI	A2		Share of credit for for. res. CGT withholding	Z	
Non-Primary production	B	20133	Attributed foreign inc.	G	
Non-PP - NCMI	B1		Other assessable foreign source income	H	
Non-PP - Excluded from NCMI	B2		For. inc. tax offset	I	
Credit for tax withheld where ABN not quoted	C		NRAS scheme tax offset	R	
Franked distributions	U		Expl. credits distrib.	M	
Franking credit	D		ESVCLP tax offset	T	
TFN amounts withheld	E		ESIC tax offset	J	
			Div 6AA Eligible income	C1	

Small business income tax offset information

Net small business income **Y**

Non-resident beneficiary additional information

s98(3) assessable amt **J** s98(4) assessable amt **K**

TB statement information

Tax preferred amounts **P** Untaxed part of share of net income **Q**

Annual Trustee Payment report information

Distrib. from ordinary or statutory income during income year **S** Total TFN amounts withheld from payments **T**

Sensitive (when completed)

File no 960 414 909
 ABN 55 823 904 084

Client ref

TFN	211 968 639	Entity code	I	Individual
Name of beneficiary	Sharon			
	Linehan			
Residential addr (ind) or Business addr (non-ind)	7 Beaverdale Place			
	Tumbi Umbi	NSW	2261	
Date of birth	19/08/1974			

Assessment calc. code	V 30	Distribution percentage	35.00
Share of income of the trust estate	W	Share of cr. for TFN amounts w/held from payments from closely held trusts	O
Share of credit for tax w/held - FRW (excl. CGT)	L	Capital gains	F
Aust. franking credits from a NZ franking co.	N	NCMI Capital gains	F1
Primary production	A	Excluded from NCMI	F2
PP - NCMI	A1	Capital gains	
PP - Excluded from NCMI	A2	Share of credit for for. res. CGT withholding	Z
Non-Primary production	B 20133	Attributed foreign inc.	G
Non-PP - NCMI	B1	Other assessable foreign source income	H
Non-PP - Excluded from NCMI	B2	For. inc. tax offset	I
Credit for tax withheld where ABN not quoted	C	NRAS scheme tax offset	R
Franked distributions	U	Expl. credits distrib.	M
Franking credit	D	ESVCLP tax offset	T
TFN amounts withheld	E	ESIC tax offset	J
		Div 6AA Eligible income	C1

Small business income tax offset information

Net small business income **Y**

Non-resident beneficiary additional information

s98(3) assessable amt **J** s98(4) assessable amt **K**

TB statement information

Tax preferred amounts **P** Untaxed part of share of net income **Q**

Annual Trustee Payment report information

Distrib. from ordinary or statutory income during income year **S** Total TFN amounts withheld from payments **T**

Sensitive (when completed)

File no 960 414 909
 ABN 55 823 904 084

Total of all distribution statements

Share of income of the trust estate	W <input type="text"/>	Capital gains	F <input type="text"/>
Share of credit for tax w/held - FRW (excl. CGT)	L <input type="text"/>	NCMI Capital gains	F1 <input type="text"/>
Aust. franking credits from a NZ franking co.	N <input type="text"/>	Excluded from NCMI Capital gains	F2 <input type="text"/>
Primary production	A <input type="text"/>	Share of credit for foreign source income	Z <input type="text"/>
PP - NCMI	A1 <input type="text"/>	Attributed foreign inc.	G <input type="text"/>
PP - Excluded from NCMI	A2 <input type="text"/>	Other assessable foreign source income	H <input type="text"/>
Non-primary production	B <input type="text" value="57523"/>	For. inc. tax offset	I <input type="text"/>
Non-PP - NCMI	B1 <input type="text"/>	NRAS scheme tax offset	R <input type="text"/>
Non-PP - Excluded from NCMI	B2 <input type="text"/>	Expl. credits distrib.	M <input type="text"/>
Credit for tax withheld where ABN not quoted	C <input type="text"/>	Other refund. tax offsets	X <input type="text"/>
Franked distributions	U <input type="text"/>	ESVCLP tax offset	T <input type="text"/>
Franking credit	D <input type="text"/>	ESVCLP tax offset c/f from prev. year	K <input type="text"/>
TFN amounts withheld	E <input type="text"/>	ESIC tax offset	J <input type="text"/>
Share of cr. for TFN amounts w/held from payments from closely held trusts	O <input type="text"/>	ESIC tax offset c/f from previous year	M <input type="text"/>
		Div 6AA Eligible Income	C1 <input type="text"/>

Small business income tax offset information

Net small business income **Y**

Non-resident beneficiary additional information

s98(3) assessable amt **J** s98(4) assessable amt **K**

TB statement information

Tax preferred amounts **P** Untaxed part of share of net income **Q**

Annual Trustee Payment report information

Distrib. from ordinary or statutory income during income year **S** Total TFN amounts withheld from payments **T**

58 Beneficiary under legal disability who is presently entitled to income from another trust

Was any beneficiary in this trust, who was under a legal disability on 30 June 2020, also presently entitled to a share of the income of another trust? **N**

59 Non-resident trust

Is the trust a non-resident trust? **N**

File no 960 414 909
ABN 55 823 904 084

Client ref

TAX PAYER'S DECLARATION

Important

Before making this declaration check to ensure that all income has been disclosed and the tax return, all attached schedules and any additional documents are true and correct in every detail. If you are in doubt about any aspect of the tax return, place all the facts before the ATO. The income tax law imposes heavy penalties for false or misleading statements in tax returns.

This declaration must be signed by a trustee or public officer.

Privacy

The ATO is authorised by the *Taxation Administration Act 1953* to request the provision of tax file numbers (TFNs). The ATO will use the TFNs to identify each beneficiary in our records. It is not an offence not to provide the TFNs. However, if the TFNs are not provided, it could increase the chance of delay or error in each beneficiary's assessment.

Taxation law authorises the ATO to collect information including personal information about the person authorised to sign the declaration. For information about your privacy go to ato.gov.au/privacy

DECLARATION:

I declare that the information on this tax return, all attached schedules and any additional documents is true and correct.

Signature Date

Hours taken to prepare and complete this return

Tax agent's declaration: We, BPC Accounting,

declare that this tax return has been prepared in accordance with information supplied by the taxpayer, that the taxpayer has given us a declaration stating that the information provided to us is true and correct and that the taxpayer has authorised us to lodge the tax return.

Agent's signature Date

Agent's telephone Client's reference
Contact name Agent's reference no

NOTE: THIS PRINT-OUT IS NOT TO BE LODGED WITH THE ATO.

Sensitive (when completed)

File no 960 414 909
 ABN 55 823 904 084

Client ref

Address of property

6/1 Pioneer Avenue			
Suburb/State/P'code	Tuggerah	NSW	2259

Date property first earned rental income	22/12/2017
Number of weeks property was rented this year	0

Acquisition and disposal details	Date	Amount
Acquired	22/12/2017	640000

Number of weeks property available for rent this year	52
What is the entity's % ownership of the property	100
Has the loan for the property been renegotiated this year?	N

Income
 (If registered for GST and GST was payable on your rental income, do not include it here.)

Rents received	119831	A	119831
----------------	--------	----------	--------

Gross rent:	119831	C	119831
-------------	--------	----------	--------

Expenses
 (If registered for GST do not claim Input credits here. If NOT registered for GST or income is for residential premises, include any GST in the expenses you claim.)

			Net
Body corporate fees	13387	E	13387
Council rates	7051	H	7051
Depreciation on plant	21163	I	21163
Repairs and maintenance	95	Q	95
Capital works deductions (special building write off)	20549	R	20549
Sundry rental expenses bank fee	63	V	63

Total expenses: Add expenses amounts (D to V)	62308	W	62308
---	-------	----------	-------

Net rent: Take W away from C		X	57523
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File no 960 414 909
ABN 55 823 904 084

Small Business Entity - Eligibility Tests

Question 1

Is the taxpayer carrying on a business?

Y

Question 2

Is the aggregated turnover of the business less than \$10 million?

Y

Note: Eligibility for the Small Business Income Tax Offset (SBITO) is aggregated income less than \$5 million.

To be classified as a Small Business Entity using the simplified depreciation rules, and the General small business pool, the answer to both questions must be 'Yes'.

Dansha Investments Unit Trust



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THIS DEED is made on the date and between the parties described in Schedule "A" and is given the name as described in Schedule "B".

BACKGROUND

- (A) It is intended by this Deed that the Trustee will accept the monies paid by the unit holders who have signed this Deed which are to be invested under this Deed and the Trustee may from time to time accept further funds or otherwise for investment under this Deed.
- (B) The Trustee agrees to hold the assets of the trust upon the trusts and subject to the terms and conditions of this Deed.

DEFINITIONS

- 1. Unless the contrary intention appears or the context otherwise requires in this Deed and in any instrument agreement or other document made entered or executed or issued under it, the terms and expressions set out in Schedule "B" have the meanings described in that Schedule.

INITIAL UNITS

- 2.
 - (a) The Trustee intends on or after execution of this Deed to accept from the other party or parties who have executed this Deed such sums of money as are set out opposite their names on the page they have signed and the beneficial interest in the Trust Fund is to be divided into units of \$1.00 each and those parties are deemed to be the holders of their respective units and the Trustee may issue to each of those parties who have paid the sum stated opposite their names, certificates in the form annexed or similar form.
 - (b) The Trustee may accept further cash from time to time before the Commencement Date to be held on the Trusts of this Deed and if any addition is made to the Trust Fund under the provisions of this sub-clause an additional number of units of \$1.00 each will ipso facto be created equal to the amount of cash so paid.
 - (c) Each payment under clause 2 (b) must be accompanied by an application for the number of units which will be created on payment and the applicant will be entered on the register as the holder of the units created pursuant to clause 2 (b). All applications made are to be in the form set out in the First Schedule to this Deed or similar form.
 - (d) When in the opinion of the Trustee sufficient funds have been received for the purposes of the Trust the Trustee may so inform the unit holders and after such date no further units may be created except pursuant to and in conformity with the provisions of this Deed.

ISSUE OF FURTHER UNITS

- 3.
 - (a) If at any time and from time to time in the opinion of the Trustee it is expedient to do so the Trustee may determine the amount of further moneys to be raised for the purposes of this Trust ("the Additional Sum") and the following provisions have effect;

- (i) the net value of the Trust Fund (excluding the Additional Sum) as determined by the Trustee in accordance with Australian accounting principles is to be ascertained;
 - (ii) the net value of the Trust Fund determined in accordance with clause (i) of this sub-clause is to be divided by the number of units in issue and the quotient adjusted to the nearest cent is the value of a unit in the Trust Fund ("New Unit Price").
 - (iii) the Additional Sum is to be divided by the New Unit Price and the resulting figure adjusted to the nearest whole number is the number of additional units ("New Units") which may be offered for subscription at the New Unit Price in accordance with the next sub-clause of this clause.
- (b) (i) New Units must (unless the holders of not less than 75% of the units issued for the time being at a meeting of the unit holders duly called otherwise decide) be offered by the Trustee firstly for subscription at the New Unit Price to all the unit holders in proportion as nearly as may be to their then existing holdings of units.
- (ii) That offer will be made by notice to each unit holder specifying the number of New Units offered to that unit holder and the New Unit Price and shall carry the right to accept the offer in respect of any smaller number of units so offered and the New Unit Price shall carry the right to accept the offer in respect of any smaller number of units and shall limit the time (not being less than 30 days unless the offeree consents in writing to shorter period) within which the offer if not accepted shall be deemed to be declined.
- (iii) Any units declined or not accepted by any unit holder within such time must be offered in the same manner and in the said proportion to those unit holders who have accepted and thereafter units not accepted must be so offered to unit holders until finally it appears to the Trustee that no unit holder is willing to accept any further units. Any units so offered and which it appears to the Trustee no unit holder is willing to subscribe for may be disposed of as the Trustee thinks fit.
- (c) If at any time the value of a unit exceeds one dollar (\$1.00) the Trustee may, if it sees fit, without making any addition to the Trust Fund create such number of additional units as may be required for the purpose of reducing the value of each unit for the time being to one dollar (\$1.00) or any multiple of \$1.00. Each unit holder on the date of such creation shall be entitled to that number of the additional units so created which the number of units held by that unit holder bears to the total number of units issued and outstanding immediately before the date of such creation and a new Certificate may be issued to each unit holder in respect of the additional units to which such holder is so entitled.

TRUST

4. The Trustee holds the Trust Fund in trust for the unit holders upon the terms and subject to the provisions of this Deed.

AUTHORISED INVESTMENTS

- 5.1 (a) After the Commencement Date the Trust Fund held and received by the Trustee shall be invested by the Trustee within a reasonable time in any investment in which a Trustee may invest and any Authorised Investments (see Schedule “B”) chosen by the Trustee provided that any cash in the hands of the Trustee at any time may be retained for such purposes connected with the management, improvement and development or other purposes of any land, buildings, plant machinery, business and equipment or otherwise being Authorised Investments which have been acquired as the Trustee may determine.
- (b) Any Authorised Investments may at any time be sold by the Trustee and in this case (except where the sale has been made for the purpose of winding up the Trust) the proceeds of such sale are to be re-invested as soon as convenient by the Trustee in the acquisition of Authorised Investments.

BORROWING

- 5.2 (a) The Trustee has power to borrow with or without security for any of the purposes of this Deed and may give security for any such borrowing over any of the investments of the Trust Fund .
- (b) Any borrowing may be by way of overdraft accommodation from a Bank or by way of secured or unsecured loan or from any corporation or by way of deposit or otherwise.
- (c) Security may be given by a legal mortgage or equitable fixed or floating mortgage or charge or assignment or lien or in any other form the Trustee determines.

NO PRINCIPAL/AGENT RELATIONSHIP

6. Nothing in this Deed shall be construed so as to constitute the relationship of principal and agent between the unit holders and the Trustee, the relationship of partners between the unit holders and the Trustee or the unit holders inter se nor any contractual relationship between the unit holders inter se.

TRUSTEE

- 7.1 The Trustee must manage the Trust Fund and any business for the time being carried on by the Trustee pursuant to the Trust Deed and without limitation the Trustee agrees to:

Management

- (a) use its best endeavours to ensure that the management of the Trust Fund is carried on and conducted in a proper and efficient manner;

Insurance

- (b) ensure that adequate fire, storm and tempest, burglary, public risk and workers compensation and other insurance is maintained with respect to all properties of the Trust Fund as the Trustee considers appropriate;

Deposits

- (c) deposit all receipts from the management, development and operation of the Trust Fund into a separate account and pay all current expenses and outgoings with respect to the Trust Fund and provide such reserves for future and contingent liabilities as it considers necessary;

Accounts

- (d) (i) keep or cause to be kept proper books of account of all sums of money received and expended by or on behalf of the Trust Fund and the matters in respect of which such receipt and expenditure takes place and of all sales and purchases of investments and of the assets and liabilities of the Trust Fund;
- (ii) without limitation must keep or cause to be kept such accounting and other records in respect of any business for the time being carried on by the Trustee pursuant to the provisions of this Deed, as will sufficiently explain the transactions and financial position of the said business and enable true and fair profit and loss accounts and balance sheets and any other accounts from time to time required to be prepared in respect of the said business and cause those records to be kept in such manner as to enable them to be audited;

Balance Sheet

- (e) As soon as practicable after 30th June (or such other accounting date as may be determined by the Trustee) in each year prepare or cause to be prepared a profit and loss account showing the calculation of the income of the Trust Fund for the period to 30th June or other accounting date (as the case may be) and a balance sheet as at the date to which the profit and loss account is made up.

Trustee May Employ Agents

- 7.2 (a) The Trustee may instead of acting personally engage, employ and pay a Solicitor, accountant, broker, agent, merchant or any other person to transact any business or do any act required to be done in connection with the Trust Fund including the receipt and payment of money and is entitled to be allowed and be paid all charges and expenses so incurred and is not responsible for the default of any such person engaged or employed or for any loss occasioned thereby.

Professional Fees

- (b) A Trustee being a solicitor, accountant, broker, agent, merchant or other such person is entitled to charge and be paid all usual professional or other charges for any business or act done by him or her or their firm or entity or employees in connection with the Trust including any business or act which a Trustee not being such a person could have done personally but which might reasonably be required to be done by such a person. The Trustee is entitled to retain for the Trustee's absolute use and benefit any fees or other form of remuneration payable to the Trustee for acting as a Director, employee or agent of any company in which the Trustee has invested the Trust Fund or any part of it in acquiring shares under this Deed. The Trustee is entitled to retain for the Trustee's absolute use and benefit any salary, wages or other form of remuneration payable to the Trustee by a partnership of which the Trustee becomes a Member in pursuance of the powers in this Deed.

Trustee May Act Despite Personal Conflict of Interest

- 7.3 (a) The Trustee is entitled to appointment to any position whatsoever in any company, firm, trust or organisation despite the fact that such appointment will or may cause conflict with the Trustees duties under this Deed.
- (b) Any company, firm, trust or organisation in which the Trustee is in any way interested may deal and enter into contracts with the Trustee provided that the Trustee previously declares the nature of their interest in such company, firm, trust or organisation and in any dealing or contract.
- (c) Inadvertent failure to make such disclosure will not operate to avoid or render voidable any such dealing or contract if such disclosure is made within a reasonable time after the inadvertent omission being discovered.
- (d) The Trustee will not be disqualified from dealing or contracting with itself beneficially and is empowered to enter into contracts with the Trust, despite clause 7.3(b).
- (e) The Trustee may in such manner as it determines declare any interest including by entry in the Minute Book of the Trust.
- (f) If the Trustee invests the Trust Fund or any portion in shares in any company referred to in this clause 7.3 the following provisions have effect:-
- (i) The Trustee is not obliged to investigate the accounts, management or control of any such company;
- (ii) if the Trustee is appointed a Director the Trustee may vote or refrain from voting at any meeting of directors as the Trustee may think fit notwithstanding that the Trustee may have a personal or other interest in the matter in which such vote is exercised.
- (g) Despite any rule of law or equity to the contrary and without obtaining the order of any court or any independent legal advice the Trustee may exercise or concur in exercising all powers and discretions conferred on it by this Deed or by law even though it or any person being a trustee or any person being a director or shareholder of the Trustee (being a Company) has or may have a direct indirect or personal interest (whether as a shareholder or director or member or partner of any Company or partnership or otherwise) in the mode or result of exercising such power of discretion or may benefit 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.
- (h) If all of the unit holders consent in writing to the Trustee acquiring an investment as part of the Trust Fund, the unit holders are to be taken as having waived all rights they may have against the Trustee at law or under this deed with respect to the Trustee's acquisition of the investment. This sub-clause applies whether the consent of the unit holders was obtained on, prior to or after the date the investment was acquired by the Trustee. The Trustee is under no obligation to seek or obtain such consent.

Liability of Trustee

- 7.4 In the execution of the Trusts powers and authorities no Trustee is liable for any loss to the Trust Fund arising by reason of any investment made in good faith or the negligence or fraud of any person or agent employed by that Trustee or by any other Trustee although the employment of such person or agent was not strictly necessary or expedient or by reason of any mistake or omission made in good faith by any Trustee or by reason of any other matter or thing except fraud on the part of the Trustee who is sought to be made liable.

INDEMNITY TO TRUSTEE

- 7.5 The Trustee is indemnified and held harmless out of the Trust Fund against all claims, costs, damages, losses, fees, expenses, taxes, duties and impositions which arise in connection with or in consequence of this Deed or the Trusts hereby created except to the extent that the same arise in a manner for which the Trustee is accountable under the preceding clause provided that the right of the Trustee to enforce the indemnity conferred is limited to the Trust Fund and the Trustee has no right of indemnity, reimbursement or recompense whatsoever against any of the unit holders.
- 7.6 The right of the Trustee to be indemnified under clause 7.5 is limited to the assets of the Trust Fund in the hands of or under the control of the Trustee and does not extend to enable the Trustee to recover any loss or obtain reimbursement for any liability incurred from any unit holder or other person beneficially entitled to any unit.

TRUSTEE'S POWERS

Generally

8. In addition to any other power, authority or discretion vested in the Trustee by this Deed or by law, the Trustee has the following general powers and the following Trustee powers of investment which do not limit the powers, authorities and discretions otherwise vested in the Trustee by this Deed or by law.

Delegation

- 8.1 The Trustee may in writing delegate the exercise of all or any of the powers or discretions or authorities hereby conferred on it and execute any powers of attorney or other instruments necessary to effectuate such purpose.

Carry on Business

- 8.2 The Trustee has the following absolute powers and discretions which it may exercise itself and jointly with any other person or persons:
- 8.2.1 To commence acquire and carry on any business which the Trustee may decide can be conveniently carried on or which it is desirable that the same should be commenced, acquired or carried on in the interests of the Trust Fund or the unit holders and without limitation:-
- (i) To acquire and undertake the whole or any part of the business property and liabilities of any person or Company which the Trustee from time to time considers is capable of being conveniently or profitably carried on or utilised in connection or conjunction with any business in which the Trust is for the time being engaged or which in the Trustee's opinion is calculated directly or indirectly to enhance the value of or render profitable any of the Trust's property and rights.

Intellectual Property

- (ii) To apply for, purchase or otherwise acquire patents, patent rights, copyrights, trademarks, formulas, licences, concessions, designs, secret processes, technical information, franchises and other rights, privileges, and concessions which may seem capable of being used for any of the purposes of the Trust or the acquisition of which may seem calculated directly or indirectly to benefit the Trust and to use, exercise, develop or grant licences in respect of, or otherwise turn to account, the property rights and information so acquired.

Lands and Buildings

- (iii) To purchase, take on lease or in exchange or otherwise acquire any lands and buildings or any estate or interest therein and to improve, develop, sell, mortgage, transfer lease, let, subdivide and without limitation in any other manner dispose of or deal with or use such property or rights or any of them or any part.

Dealers

- (iv) To carry on business as dealers in property both real and personal of all kinds whatsoever and to exploit the same whether by sale, leasing, hire purchase or otherwise as the Trustee considers desirable.

Subdivide

- 8.2.2 To carry on any business on any property which may be acquired by the Trustee and to divide, subdivide, build, repair, wreck, improve, exploit and manage such property as the Trustee may think fit.

Lease

- 8.2.3 To let any property in such parts at such rentals upon such terms and conditions (including, without limiting the generality thereof, the grant or reservation of any necessary easements or rights) and to such tenants as the Trustee considers to be in the best interest of the Trust Fund .

Rents

- 8.2.4 To collect rents, occupation fees, licence fees and all other income in relation to any property or business and to issue receipts.

Legal Proceedings

- 8.2.5 To execute and prosecute legal proceedings of any kind and in any Court to enforce any contract entered into or to recover damages for breach of any such contract.

Surrender Leases

- 8.2.6 To cancel, terminate or accept surrenders of leases; to institute and prosecute legal proceedings of any kind and in any court to oust tenants and recover possession of any part of any property; and to sue for and recover rent and damages for breach of any lease; to sue or prosecute trespassers or any other persons for damage to any part of any property; and to abandon, settle, compromise and release any such action or suit when expedient.

Expenses and Taxes

8.2.7 To pay out of the Trust Fund or the income thereof all costs charges and expenses incidental to the management of the Trust Fund or to the exercise of any power, authority or discretion herein contained or carrying out or performing the trusts hereof which the trustee may at any time incur including all income tax or other taxes payable in respect of the Trust Fund costs in any way connected with the preparation and execution of this Deed and all stamp duty, settlement duty, gift duty, probate duty, revenue duty or any other impost or monies of whatever nature payable in respect of these presents or the gift or settlement hereby effected or in respect of any additional monies or investments paid or transferred to the Trustee upon the trusts hereof and whether under the law of the Commonwealth of Australia or of any of the States or Territories thereof or of any other country.

Repairs

8.2.8 To repair, renovate, decorate and maintain any chattels personal or any land including all fittings, fixtures, furnishings, furniture and equipment therein and the grounds and outhouses thereof.

Advertising

8.2.9 To advertise any property or any part thereof and to display signs and notices thereon.

Rules

8.2.10 To impose rules and regulations governing the conduct of the occupants of any building or any other property.

Superannuation

8.2.11 To employ and superannuate such managers, staff and servants and engage such contractors as may be necessary or desirable and to engage the services of lawyers, engineers, architects, accountants, auditors, agents and any other professional or technical advisers and to pay any person or corporation whose services are engaged out of the Trust Fund to make all such bonus payments to employees and other persons and such payments by way of superannuation or otherwise as the Trustee determines, or other returns required in connection with the Trust or its income by the law of any State or Territory or of the Commonwealth of Australia.

General

8.2.12 To hold, use, purchase, construct, demolish, maintain, repair, renovate, reconstruct, develop, improve, subdivide, exploit, transfer, convey, surrender, let, lease, exchange, take and grant options, mortgage, charge, pledge, reconvey, release or discharge or otherwise deal with any real or personal property and in particular for shares, debentures or securities of any Company and with or without deferred, restricted, qualified or special rights relating thereto.

Life Insurance

8.2.13 To purchase, acquire or effect any reversionary or deferred property or rights of any description or any life or life-endowment or sinking-fund or term or other policy or policies of insurance of whatsoever nature and at or subject to any premium or premiums whether single or payable periodically and with or subject to any options, rights, benefits, conditions or provisions whatsoever. The Trustee has power to pay out of the income or capital of the Trust Fund as it in its absolute discretion thinks fit all sums payable from time to time for premiums or otherwise for the effecting or maintenance of any such policy or policies whether owned by the Trustee or otherwise or for the exercise or enjoyment of any option, right or benefit thereunder and any surrender of any such policy or policies shall for all the purposes of this deed be deemed to be a sale thereof.

Trustee Vests as if Absolute Owner

8.2.14 To invest the Trust Fund and deal with and manage and transpose and realise such investments entirely as it thinks fit and with such powers in all respects as if the Trustee was the absolute owner and the Trustee shall not be accountable in any way for any loss arising out of the making of any investment or out of the failure to realise any investment or out of its management of any investment.

Shares

8.2.15 To apply and invest all moneys at any time forming part of the Trust Fund in any such investments whether involving liabilities or not or upon personal credit with or without security and upon such terms and conditions as the Trustee in its absolute discretion thinks fit. To this end the Trustee has the same powers in all respects as if it were absolute owner beneficially entitled including, without limitation, the subscription for, the taking up on allotment /issue and the purchase of any shares, warrants, stocks, bonds, mortgages, debentures, obligations or securities of any government authority or company incorporated in any part of the world and the taking of and the purchase or acquisition of the whole or any part or share of interest in (including a minority part or share or interest in) any business or partnership and the goodwill and assets thereof and the purchase or acquisition of any real or personal property in any place or country or any part or share or interest therein and even though the same may not be income producing or may be wasting or speculative. To exercise all rights and privileges and perform all duties and obligations appertaining or incidental thereto. The Trustee may make or purchase any such investments for cash or in consideration of any annuity or otherwise and upon such terms and conditions as the Trustee in its absolute discretion thinks fit and it may make or purchase any such investment for a sum greater than the amount of the Trust Fund for the time being and it may agree to pay for any such investments wholly or in part from any future moneys which may come into its hands, including dividends, profits, interest or other income paid or payable in respect of any such investments.

Directorships

8.2.16 To act as a Director and to exercise all rights and privileges and perform all duties appertaining to any shares or stock for the time being subject to the trusts thereof with liberty to assent to any arrangements modifying such rights, privileges or duties and to agree to any scheme or arrangement for the reconstruction or the increase or reduction of the capital of any company and for any such purpose to deposit, surrender or exchange any of the said shares or stock or the title thereto and to pay any calls or contributions or other necessary expenses in connection with any such shares or stock or any such scheme or arrangement as aforesaid.

Loans

8.2.17 To advance and lend moneys to and to borrow, raise moneys from and to secure by mortgage, bill of sale, lien or charge fixed or floating, legal or equitable or otherwise howsoever the payment of any money to any persons, firms, companies, corporations or Governmental or Municipal bodies, upon such terms with or without security or interest as the Trustee deems fit. The Trustee is hereby expressly empowered to join with any other company or person in executing any mortgage or other document for the purpose of securing the payment of money to any other person or company and if the Trustee is a Company to give and to execute a registrable floating charge over the assets of the Company and the assets of the Trust Fund held by it as Trustee and to give and execute any other charge or security registrable under the Corporations Act or other Act governing such charges or registrable securities as enacted or applicable in the place of proper law relating to the Trust.

Borrow

8.2.18 Without limiting clause 5.2, the Trustee may borrow or raise moneys to be used in deriving income or gain in augmentation of the Trust Fund even though the Trust Fund may already be wholly invested or applied or that the money to be borrowed or raised may exceed the sum or value of the Trust Fund .

Guarantees

- 8.2.19 (i) To give any guarantee or indemnity for payment of money or the performance of any contract, obligation or undertaking by any person, firm, company, corporation or association (including a unit holder) and to agree to pay and to pay and to charge the Trust Fund with the payment of any money.
- (ii) To guarantee and indemnify the borrowings of others (including a unit holder) and to pledge or charge in any manner the assets of the Fund to support such guarantees and indemnities.
- (iii) Without limiting the above, to give any mortgage, charge, pledge or security of any kind over the Trust Fund or any assets of the trust to secure the borrowings or liabilities of unit holders or others.
- (iv) To act in accordance with this clause even if the Trustee is also a unit holder and/or if the Trustee will receive a benefit of any kind arising from such act.

Liabilities

8.2.20 To apply the whole or any part of the capital or income of the Trust Fund in or towards payment of any liability undertaken by the Trustee in relation to the acquisition or property intended to form part of the Trust Fund.

Businesses

8.2.21 To acquire, carry on or join in carrying on any business either alone or in partnership with any other person or persons at the discretion of the Trustee during such period as it thinks proper with power for that purpose to employ such part or parts of the capital of the Trust Fund as it thinks fit. To employ at such salary as it thinks fit as manager of such business any person or persons (whether Trustees or a Trustee of or otherwise interested in the Trust Fund or not) or to leave the entire management of such business to any partner and to renew partnerships and generally to act in all matters relating to such business or businesses as if it were beneficially entitled thereto and without responsibility for loss.

Agents

8.2.22 To employ or engage any manager, solicitor, accountant or agent to transact all or any business of whatever nature required to be done in the premises including the receipt or payment of money and the Trustee shall decide the remuneration to be allowed and paid and all charges and expenses so incurred.

Determination of Capital and Income

8.2.23 To determine whether any real or personal property or any increase or decrease in amount, number or value of any property or holdings of property or any receipts or payments, gains or losses from, for or in connection with any real or personal property shall be treated as and credited or debited to capital or to income and generally to determine all matters as to which any doubt, difficulty or question may arise under or in relation to the execution of the Trust and powers of this settlement; and every determination of the Trustee in relation to any of the matters aforesaid whether made upon a question formally or actually raised or implied in any of the acts or proceedings of the Trustee in relation to the Trust Fund, shall bind all parties interested therein and shall not be objected to or questioned on any ground whatsoever.

Counsel's Opinion

8.2.24 To take and act upon the opinion of any Junior, Senior or Queen's Counsel practising in the place of proper law of the Trust whether in relation to the interpretation of this Deed or any other document or statute or as to the administration of the trusts hereof without being liable to anyone in respect of any act done by them in accordance with such opinion. This provision does not oblige the Trustee to act in accordance with any such opinion and nothing in it prohibits the Trustee from applying to the Court if it so determines or acting on the opinion of the or other Counsel.

Accountancy Work

8.2.25 If the Trustee is so qualified, to carry out accountancy and financial services including management and taxation consultancy and all other work necessarily carried out by a public accountancy business but not including auditing or liquidation services.

Bank Accounts

- 8.2.26 (i) To open in the name of the Trustee or in the name of a person or corporation as nominee of the Trustee, or in the joint names of the Trustee and any other or others (and in accordance with all customs, practises and usages as may apply) any cheque, savings or other account with any bank or financial institution anywhere as the Trustee thinks fit, with full power to operate on any such account and to do so with the power to act in accordance with all terms and conditions applicable to such accounts whether relating to costs and charges in relation to such accounts or anything else.
- (ii) By itself or by its authorised officer or agent to draw, endorse, make, accept, guarantee, discount, execute, issue or be a party in any way to a commercial bill, promissory note, bill of exchange, bill of lading, letter of credit, hypothecation, facility or any negotiable or transferable instruments.
- 8.2.27 (i) To authorise a bank or financial institution to pay bills of exchange drawn upon the banking account of the Trustee by the Trustee or the Trustee being a company by its authorised officer.
- (ii) To recognise as a valid endorsement on any bill of exchange or promissory note the endorsement of the Trustee or such authorised officer.
- (iii) No bank acting in pursuance of any authority herein shall be deemed privy to a breach of trust on the ground only of notice that the person giving the authority was a Trustee.

Occupation

- 8.2.28 To allow any unit holder to occupy, have custody of or use any immovable property, chattels, real or personal property for the time being forming part of the Trust Fund on such terms or conditions as to rent inventories repair replacement insurance outgoings or otherwise at all as the Trustees shall think fit and so that no Trustee shall be liable for any loss or damage which may occur to any property so forming part of the Trust Fund during or by reason of any such occupation custody or use except insofar as such loss or damage shall be occasioned by the conscious and wilful default or neglect of such Trustee.

Foreign Exchange

- 8.2.29 To deal in foreign currency and to enter into foreign currency contracts (including, without limitation, forward exchange contract, currency hedge contracts, currency options and future contracts) and/or financial market products derivatives (including, without limitation, interest rate swaps, currency swaps, forward interest rate contracts, forward exchange rate contracts and options.

Derivatives

- 8.2.30 To enter into any derivatives transaction(s) including but not limited to any contract or purchase or sell or deal in any derivatives product, including any interest rate swap, currency swap, currency option, interest rate option, swaption, smart forward, money market transaction, foreign exchange transaction, margin foreign exchange transaction, futures transaction, forward rate agreement, forward rate bill transaction, synthetic forward exchange transaction, deposit transaction, currency transaction, interest rate transaction, bond option, commodity (including precious metals, electricity or energy) option or other transaction, credit derivative, equity

derivative, capital market transaction, securities buy-back transaction or sell-back transaction and any other product traded, or transaction undertaken, on financial markets (whether on an exchange or not) from time to time and at any future time and synthesis or derivative of any of them and any option on any transaction or product referred to in this paragraph and otherwise to do and perform all things so as to operate, utilise or deal with the facilities of any stock or futures exchange either directly or through any broker or agent in any market in any part of the world.

Master Agreements - Derivatives

8.2.31 To enter into any master agreement(s) being any agreement (however described) that sets out the terms of, or otherwise relates to, any derivative transaction, and which is published or prepared by any bank, financial institution, domestic or international financial industry body or association, and any schedule, annexure, annex, supplement, addendum (however described) to, or of, that agreement.

Mortgages - Derivatives

8.2.32 To give and execute any mortgage, charge or other security over all or any part or parts of the assets of the Trust as may be required to secure the payment or the performance of any contract obligation under or in connection with any transaction of the type referred to in paragraph 8.2.30 or 8.2.31 above.

Other Acts

8.2.33 To do all such other acts matters or things as the Trustee thinks fit.

Third Parties not on Notice

- 8.2.34 (i) Despite clause 7.3, no person dealing with the Trustee shall be concerned to enquire as to the adequacy of the powers of the Trustee in relation to such dealing or as to the proper exercise by the Trustee in relation to such dealing or as to the proper exercise by the Trustee of any of the powers, authorities and discretions vested in the Trustee by the provisions of this Deed or as to the propriety or regularity of any transaction affecting the Trust Fund or any of the assets thereof or to see to the application of any moneys paid to the Trustee or to any corporation at the Trustee's direction and in the absence of fraud on the part of any such person dealing with the Trustee, such dealing shall be deemed so far as the safety and protection of such person is concerned to be within the powers of the Trustee and to be valid and effectual accordingly and the receipt of the Trustee or the receipt of any person or corporation paid as aforesaid at the direction of the Trustee shall effectually discharge any such person dealing with the Trustee from all liability in respect thereof.
- (ii) Despite clause 7.3, no mortgage, charge or other security given or created by the Trustee at any time to or in favour of any person or corporation over or in respect of the Trust Fund or any part thereof shall be invalid by reason of any error or omission whether of law or fact on the part of the Trustee or its legal or other advisers or by reason of any breach of duty or trust whatsoever unless it shall have been proved to be committed, made or omitted in personal conscious fraudulent bad faith by the Trustee and all persons claiming any beneficial interest in, over or to the Trust Fund shall be deemed to have had notice of the provisions of this clause.

- (iii) If the Trustee enters into any arrangement with any lender or with any other financier or other party, no such lender, financier, or other party shall be concerned to inquire whether there is any necessity for any borrowing, finance or other dealing by the Trustee or as to the purpose for which such borrowing, finance or other dealing is required nor as to the application of any monies so borrowed or financed.

Trading Facilities

8.2.35 To enter into any trading facility whether in connection with a flexible trading facility or margin lending facility with any financial institution or other entity and to execute all such documents and comply with such terms and conditions as may apply to such facility and the Trustee shall be entitled to be indemnified out of the assets of the Trust to satisfy any liability properly incurred by the Trustee arising out of such facility.

Option Facility

8.2.36 To enter into any option agreement relating to any lending or financing facility, agreement or transaction.

UNIT HOLDERS REGISTER

- 9. The Trustee must keep and maintain an up-to-date Register of the registered unit holders and enter into that Register the names of the registered holders and the number of units in respect of which they are registered and the distinct numbers of the Certificates held by them respectively. Any change of address on the part of any registered holder shall be notified to the Trustee. No notice of any Trust, express, implied or constructive, may be entered upon the Register.

DISTRIBUTION OF INCOME

- 10. (a) The Trustee may determine whether a receipt or gain or outgoing is to be treated as being on account of capital or income or partly on account of one and partly on account of the other. If the Trustee does not make a determination under this sub-clause prior to midnight on 30 June in a financial year, the amount which under the provisions of the Act represent the net income (within the meaning of s 95 of the Income Tax Assessment Act, 1936 “the Act”) for that year in relation to the Trust Fund is the income of the Trust Fund for the purposes of this deed.
- (b) The unit holders (in the same proportions as they hold units in the Trust Fund as at the end of the financial year) are presently and absolutely entitled to the net income of the Trust Fund for that financial year.
- (c) If in any financial year the net income of the Trust Fund within the meaning of Section 95 of the Act exceeds the net income of the Trust Fund as determined under clause 10(a), the excess shall, unless otherwise determined by the Trustee prior to the end of that financial year, be held upon trust as if such excess was part of the net income of the Trust Fund as determined under clause 10(a).
- (d) The Trustee may determine that a part of the income is to be retained by the Trustee (“Retained Moneys”). Retained Moneys must be dealt with in the same manner as set out in clause 10(e).
- (e) Net income of the Trust Fund to which a unit holder is entitled at the end of a financial year and which has not been distributed ceases to form part of the Trust Fund and is to be held by the Trustee as a separate fund upon trust absolutely for

the unit holder entitled (without however any entitlement to interest or earnings on such amount and any interest or earnings form part of the Trust Fund). The Trustee has power in respect of the assets of each separate fund to mix and invest them with the assets of the Trust Fund for ease of administration.

- (f) The Trustee may at any time make an interim distribution from the Trust Fund as an advanced payment to the unit holders and on account of their entitlement to the net income under clause 10(b).
- (g) The Trustee may at any time distribute any part of the capital of the Trust Fund among the unit holders in the same proportion as they hold units in the Trust Fund.

UNIT CERTIFICATES

- 11. (a) Each unit holder may be issued with a Certificate in the form in the second schedule or similar form however if a Certificate is not issued this does not affect the rights of a unit holder.
- (b) Every Certificate may be signed by or on behalf of the Trustee and may specify the name of the unit holder and the number of units to which it relates and may bear a distinctive number or letter.

TRANSFERS OF UNITS

- 12.1 Every unit holder is entitled to transfer the units or any of the units for the time being held by the holder by a transfer in writing in the form set out in the third schedule or such other form as the Trustee may from time to time approve provided that the transferee has in the first place been approved by the Trustee. Such approval may not be unreasonably withheld.
- 12.2 Every transfer must be signed by both the transferor and the transferee and the transferor is be deemed to remain the holder of the units the subject of the transfer until the name of the transferee is registered in the Register as the holder of such units.
- 12.3 Every instrument of transfer must be duly stamped if required by law and left with the Trustee and must be accompanied by the Certificate.

PRE-EMPTION

- 12.4 (i) Despite anything appearing in clauses 12.1 to 12.3 above inclusive any units proposed to be transferred must either be consented to in writing by all unit holders or must first be offered to the unit holders (other than the transferor) collectively and individually and so that they rank for acceptance *pari passu* in proportion to the units held by them and so that if any unit cannot be so apportioned such unit shall be offered to them in the order determined by lot and the Trustee shall cause the lots to be drawn accordingly.
- (ii) The person proposing to transfer any units ("the Proposing Transferor") must give notice in writing ("Transfer Notice") to the Trustee that the Proposing Transferor desires to transfer the same. The Transfer Notice constitutes the Trustee as agent for the sale of the units to the other unit holders at the net value to be fixed for the purpose by the Trustee. A Transfer Notice may include several units and in that case operates as if it were a separate notice in respect of each. A Transfer Notice is not revocable except with the Trustee's written consent.

- (iii) The Trustee must then determine the net value of the Trust Fund in accordance with Australian accounting principles. The net value of the Trust Fund so ascertained shall be divided by the number of units issued to all unit holders and the quotient shall be the net value of each unit.
- (iv) If the Trustee shall within the space of forty-five days after being served with a Transfer Notice arrange with the other unit holders to purchase the units ("the Purchasing Members") and gives notice to the Proposing Transferor, the Proposing Transferor is bound on payment of the net value to transfer the units to the Purchasing Members.
- (v) If a sale is effected between a Proposing Transferor and the Purchasing Members the price of such unit or units must be paid by the Purchasing Members to the Proposing Transferor within one calendar month from the date of the Trustee's giving notice to the Proposing Transferor.
- (vi) If in any case the Proposing Transferor after having become bound fails to transfer the unit the Trustee may receive the purchase money and must then cause the name of the Purchasing Members to be entered in the Register as the holders of the unit and shall hold the purchase money in trust for the Proposing Transferor. The receipt of the Trustee for the purchase money or of so much thereof as shall be payable shall be a good discharge to the Purchasing Members and after their names have been entered in the register in purported exercise of the Trustee's power, the validity of the proceedings may not be questioned by any person.
- (vii) If a sale is not effected by the Trustee the Proposing Transferor may subject to clause 12.1 transfer the unit as the Proposing Transferor sees fit however the price must be the net value of the unit determined in accordance with sub-clause (iii) of this clause.

TRANSMISSION OF UNITS

- 13. (a) In case of the death of any one of the joint unit holders of any unit, the survivor or survivors will be the only persons recognised by the Trustee as having any title to or interest in such units.
- (b) The legal personal representative of a deceased unit holder of units (not being one of several joint holders) shall be the only person recognised by the Trustee as having any title to such units.

- (c) Any person becoming entitled to any units in consequence of the death, legal incapacity or liquidation of a unit holder of such units upon producing evidence that such person sustains the character in respect of which they propose to act under this sub-clause or of their title as the Trustee thinks sufficient and in the case of a legal personal representative of a deceased unit holder (not being one of several joint holders) upon making a declaration in the form set out in the Fourth schedule or similar shall, on delivering the Certificate comprising the units to the Trustee for cancellation, be registered as the holder of those units and is entitled to a new Certificate in their name.
14. The Trustee will recognise the unit holder or their legal personal representative as the only persons having any right or interest in the units in respect of which the unit holder is registered or in the Certificate representing the same. The Trustee need not, except as ordered by a Court of competent jurisdiction, be bound to take notice of any trust or equity affecting any unit or certificate or the rights incidental thereto and the receipt of such unit holder or their legal personal representative for any money payable or any property transferred to a unit holder, is sufficient discharge to the Trustee.

MEETINGS

15. (a) The Trustee may at any time convene a meeting of the unit holders and the Trustee, at the request of the unit holders who at the date of the requisition hold between them not less than 25% of the units, must proceed to convene a meeting of the unit holders.

Notice

- (b) Not less than seven days' notice shall be given to unit holders of every such meeting (except where all unit holders otherwise agree in writing) and the notice must specify the general nature of the business to be transacted.

Chair

- (c) At a meeting convened at the request of the unit holders a person nominated by the meeting (being a unit holder or in the case of a company, their duly appointed representative) is to preside and at any other meeting convened by the Trustee a person nominated by it (whether or not a unit holder) is to preside. The Chairperson does not have a casting vote (in the event of an equality of votes) in addition to the vote or votes to which they may be entitled as a unit holder.

Poll

- (d) Every question arising at any meeting mentioned in this clause may be decided in the first instance by a show of hands unless-
- (i) it is a question which under this Deed must be decided by a specified majority of the votes of the unit holders or
 - (ii) if a poll is demanded.
- (e) A poll may be demanded by any unit holder before or immediately after any question is put to a show of hands.

One Vote Per Unit

- (f) Upon a poll every unit holder present in person or by proxy shall have one vote for every unit held by him or her. Joint holders shall be entitled to only one vote being that of the first named holder on the Register.

Quorum

- (g) The quorum for a meeting is unit holders or unit holder present in person or by proxy not being less than two in number (unless the number of unit holders is one in which case a quorum shall be one) and holding (or representing by proxy) a total of not less than twenty-five per centum (25%) of the units.

Adjournment

- (h) The Chairperson may with the sanction of the meeting adjourn it to such time and place as the Chairperson shall determine. The Chairperson shall adjourn any meeting at which a quorum is not present.

Proxy

- (i) Votes at a meeting of the unit holders may be given either personally or by proxy. A proxy may be in the usual or common form or in such other form as the Trustee may approve. A company being a unit holder may vote by any authorised representative who may speak or demand a poll and generally act as a proxy on its behalf.

Resolution without Meeting

- (j) If all unit holders sign a document that states they are in favour of the resolution in the terms set out in that document then the document is deemed to satisfy any provisions of this Deed requiring a resolution or meeting of unit holders and shall be deemed to have been made on the latest date appearing on that document.

AUDITOR

- 16. (a) The Trustee may appoint an auditor of the Fund who holds office subject to this clause or until such time as the auditor may voluntarily retire by notice in writing.
- (b) If at any time unit holders holding at least 75% of units then issued by resolution at a duly convened meeting or by notice in writing, request the Trustee to terminate the appointment of any auditor, then the Trustee shall by notice in writing to the auditor remove the auditor, and the Trustee may then appoint another auditor to take their place.
- (c) The auditor may be the auditor of the Trustee.

TRUSTEE'S REMUNERATION

- 17. The Trustee may be paid by way of remuneration for its services as Trustee for each period of one year during the continuance of this Deed such reasonable fee as the unit holders shall from time to time by resolution determine.

TRUSTEE'S APPOINTMENT, RETIREMENT

18. (a) The Trustee may retire upon giving written notice to the unit holders of its desire to do so and the unit holders may by resolution appoint a new Trustee.
- (b) If the Trustee dies or being a company goes into liquidation or ceases to carry on business or a Receiver, an official Manager or Administrator is appointed, the unit holders shall forthwith by resolution remove the Trustee from its appointment under this Deed and appoint another Trustee.
- (c) The Trustee may be removed and another Trustee may be appointed by resolution of a meeting of the unit holders duly convened and of which notice has been given to the Trustee, if such resolution is passed by a majority of unit holders present in person or by proxy and holding between them not less than 50% of the units then issued.
- (d) Any removal and/or appointment under clause 18 may be by Deed signed by the Trustee and by the new Trustee as appropriate and may but need not be also signed by the unit holders or the legal personal representatives of the holders. This provision does not require a Trustee whose office is vacated or who is removed in terms of clause 18(a) or (b) to sign that Deed.

TERM OF TRUST – VESTING DATE

19. (a) The Trust created by this Deed, unless previously determined under these provisions, shall continue until the Vesting Date.
- (b) If at a meeting of unit holders duly convened under any of the provisions of clause 15, a resolution is passed by a majority of unit holders present in person or by proxy and holding between them not less than 75% of the units then issued that the Trust hereby created shall be determined, the Trustee shall determine it accordingly.
20. On determination of the Trust under clause 19 the following provisions have effect -
- (a) The Trustee must as soon as practicable sell, call in, convert into money or cause to be sold called in and converted into money the investments of the Trust Fund and divide the proceeds of the sale and all undistributed income less all profit, costs and charges and expenses among the unit holders in proportion to the number of units of which they are respectively registered as the holders.
- (b) The Trustee must as soon as practicable after the determination of the Trust give to each unit holder notice thereof and of the impending distribution.
- (c) The Trustee may postpone the sale, calling in and conversion of any part of the investments of the Trust Fund for such time as it thinks it desirable to do so in the interests of the unit holders and shall not be responsible for any loss attributed to such postponement.

- (d) The Trustee may retain in its hands or under its control for as long as it thinks fit such part of the Trust Fund as in its opinion may be required to meet any outgoings or liabilities (actual or contingent) in respect of the Trust Fund or any of the investments thereof provided that any investments so retained, to the extent that they are ultimately found not to be required, shall remain subject to the Trust for conversion and distribution contained in sub-clause (a).

RE-PURCHASE OF UNITS

21. (a) After the Commencement Date any unit holder may at any time in writing request the Trustee to re-purchase all or any of the units they hold in their name and such holder must at the same time deliver to the Trustee the relevant Certificate together with a form of request to re-purchase duly executed.
- (b) If the Trustee approves of the re-purchase (and it may in its absolute discretion decline to do so) the following clauses (b) to (h) inclusive apply. The Trustee shall cause a valuation to be made of the net asset value of the Trust Fund according to Australian Accounting principles.
- (c) The value of the Trust Fund as ascertained pursuant to sub-clause (b) shall be divided by the number of units issued to all unit holders and the quotient shall be the re-purchase price for each unit however if the investments of the Trust Fund sold by the Trustee pursuant to sub-clause (e) of this clause realise less than the value placed on such investments under the provisions of sub-clause (b) of this clause, then the amount realised by the sale of such investments shall be substituted for the value of the re-purchase price of each unit under the provisions of this sub-clause.
- (d) Upon the value of each unit for the purposes of re-purchase being known, the Trustee shall notify the unit holders who lodged the re-purchase request.
- (e) If in the opinion of the Trustee the circumstances so warrant and the Trustee can so arrange, the Trustee may borrow monies in order that cash shall be available in the Trust Fund to make payments required under this clause and otherwise the Trustee shall realise such investments as shall be necessary to re-purchase the unit or units.
- (f) Such monies shall be used by the Trustee in satisfaction of the re-purchase and on such payment being made the units re-purchased shall be cancelled and shall not be re-issued and appropriate entries must be made in the Register.
- (g) The costs of any valuation of the investments of the Trust Fund made pursuant to this clause shall be paid out of the Trust Fund however all other expenses of a re-purchase of units including stamp duty shall be paid by the unit holder making the request.

- (h) Despite any other provision of this Deed, the Trustee shall not re-purchase the units if any one or more unit holder or holders agrees to purchase the units at the value determined as above. Such units shall be offered to the unit holders as if the re-purchase notice were a Transfer Notice and the provisions of clause 12 hereof shall apply in the like manner as if the re-purchase notice was a Transfer Notice.

VALUATION

22. At any time after the Commencement Date if unit holders holding between them not less than 75% of the units then issued, by writing signed by them so request or if at a duly convened meeting a majority of unit holders present in person or by proxy and holding between them not less than 75% of the units then issued so resolve, a valuation of the investments of the Trust Fund must be made by the Trustee. The cost of any valuation of the Trust Fund made pursuant to this clause shall be paid out of the Trust Fund.

NOTICES

23. (a) Any notice required to be given to a unit holder or to the Trustee shall be deemed to have been duly given if it is in writing and either delivered or sent by post in a prepaid envelope addressed, if to the unit holder, to their address appearing in the register, or if to the Trustee addressed to the address last notified for such purpose and shall be deemed to be served on the second day following that on which the same is posted.
- (b) Service of such notice or document on any one of several joint unit holders is effective service on the other joint unit holders.

AMENDMENT OF TRUST

24. The Trustee may with the consent of a resolution in respect of which unit holders holding not less than 75% of the units then issued shall have voted in favour at any time by deed make any amendment or addition to this Deed which it has approved having regard to all the circumstances of the case and provided that any such amendment or addition will not prejudice the interest of unit holders without their written consent and after the execution of any such amending deed this Deed shall take effect as amended.

VARIATION

25. All unit holders shall be entitled to the benefit of and shall be bound by the terms and conditions of this Deed and any amending deed.

MANAGED INVESTMENT PROVISION

26. The number of unit holders must not exceed 20 and nothing in this Deed shall permit the issue of units if this would result in the number of unit holders exceeding this number.

UNIT HOLDERS NOT LIABLE TO INDEMNIFY TRUSTEE

- 27.1 No Unit Holder shall be under any obligation to indemnify the Trustee or any creditor against any liability or obligation incurred by the Trustee in the exercise of its duties, rights and powers under this Trust or arising therefrom or in the course of carrying on any business pursuant to these trusts or for any deficiency in the Trust Fund.

UNIT HOLDERS NOT LIABLE

- 27.2 The Trustee shall not have any power or authority to enter into any contract that may so bind the unit holders personally either jointly or severally, or call upon them or any one or more of them for any payment.
- 27.3 All persons or corporations extending credit to, contracting with, or having any claims against the Trust and or the Trustee shall not look to any unit holder for the payment of any such contract or claim, or for the payment of any debt, damages claim, judgment or decree, or for any money that may otherwise become due or payable by the Trustee, so that the unit holders, present or future, shall not be personally liable for any such liability or obligation.
- 27.4 Nothing in this clause affects the liability of a unit holder to pay any unpaid and outstanding consideration for the issue of units to a unit holder under the provisions of this Deed.
- 27.5 The Trustee expressly waives, releases, forfeits and abandons all rights and remedies which it otherwise might have at law or in equity to recover from a unit holder moneys by reason of any right of indemnity or subrogation notwithstanding that any such right may not be able to be satisfied or discharged in whole or in part out of the assets comprising the Trust Fund.

TRUSTEE UNIT HOLDER

28. Despite any other provision of this Deed the Trustee may be and may become a unit holder.
29. The proper law of this Deed shall be the laws of NSW unless the Trustee determines that the proper law shall be that of some other place which the Trustee considers reasonably connected with this Trust.

SCHEDULE A

DATE OF DEED:

PARTIES:

Gembry Pty Ltd
A.C.N. 605 221 172
7 Beaverdale Place
Tumbi Umbi NSW 2261

FIRST PART (herein called "the Trustee")

and the (several) parties who execute this Deed or sign an application for units or a transfer of units containing an agreement with the Trustee under which the applicant for or transferee of units agrees to be bound by the provisions of this Deed.

SECOND PART

INITIAL SUM: \$900,000.00

SCHEDULE B

Definitions

"AUTHORISED INVESTMENTS" means

- (a) any investment not prohibited by law that a Trustee may invest in;
- (b) without limitation, all property whether real or personal movable or immovable of all kinds wherever located and without limitation and any investment that the Trustee is expressly or impliedly permitted to acquire or hold under any other provision of this Deed including without limitation those referred to in clause 8 and below;
- (c) real and personal property, any debt, any chose in action and any estate, interest, right or power whatsoever in or over property;
- (d) any business or interest therein and any partnership interest and any interest in another trust;
- (e) chattels personal of every description or interest therein;
- (f) shares, stock, units, debentures, notes, obligations or any other security in any company or corporation whether such shares, stock, units, debentures, notes or other security be listed on any Stock Exchange or not, and whether the same be fully paid or partly paid or subject to special, deferred or other rights or otherwise;
- (g) loans and deposits at call or otherwise, with or without security, for any term with any person, firm or company and in particular with any Bank, financial institution or any authorised dealer in the short term money market in Australia;
- (h) units of any fixed or flexible trust;
- (i) any hire purchase or rental agreement and any lease or licence of any kind whatsoever;
- (j) freehold or leasehold land or land of any tenure in any of the States of the Commonwealth of Australia or in any of its Territories.

"CHILD" includes an adopted child.

"MARRIED PERSON" includes a defacto partner/spouse.

"SPOUSE" includes a defacto partner/spouse.

"THE COMMENCEMENT DATE" means the date on which the Trustee notifies pursuant to clause 2 (d) hereof of the receipt of sufficient moneys for the purpose of the trust and in the absence of such notification such date as the Trustee determines either expressly or by necessary implication appears to have determined.

"THE TRUST FUND" means and comprises:

- (i) the amounts referred to in Schedule "A" initially paid to the Trustee being the total of the amounts set opposite the names of the unit holders;
- (ii) further cash accepted by the Trustee under the provisions of this Deed;
- (iii) all investments representing the said sum and said cash;
- (iv) the proceeds of the sale, redemption or repayment of any such investments;

- (v) all investments representing the re-investment in accordance with the provisions herein of any property forming part of the Trust Fund;
- (vi) the proceeds of any borrowing by the Trustee in pursuance of this Deed;
- (vii) any net income which is not distributed;
- (viii) all investments and property into which the above may be converted or which by the exercise of any of the powers herein contained may accrue to or otherwise become subject to the trusts hereof.

"THE TRUST" means this Trust named
Dansha Investments Unit Trust

"THE VESTING DATE" means whichever is the earlier date of

- (i) the day being the seventy-ninth anniversary of the execution of this deed;
- (ii) the day being the day upon which the period commencing on the date hereof and continuing until the expiration of twenty years after the death of the last to die of the lineal descendants now living of his late Majesty King George the Fifth expires.

Executed as a Deed on the Date of this Deed.

Executed for and on behalf of

Gembry Pty Ltd
A.C.N. 605 221 172

(Trustee)

Director

Director or Secretary

OR

Sole Director / Secretary

Executed for and on behalf of

D & S Linehan Pty Ltd ATF D & S Linehan Superannuation Fund
(A.C.N. 165 832 664)

(Corporate unit holder)

Director

Amount to be paid to

and accepted by

the Trustee pursuant

to clause 2(a): \$150,000.00

Director or Secretary

OR

Sole Director / Secretary

Signed Sealed and Delivered by

Sharon Linehan

(Individual unit holder)

in the presence of:

Sharon Linehan

Witness (Signature)

Print Name of Witness

Amount to be paid to and accepted by
the Trustee pursuant to clause 2(a) \$375,000.00

Signed Sealed and Delivered by

Daniel Linehan

(Individual unit holder)

in the presence of:

Daniel Linehan

Witness (Signature)

Print Name of Witness

Amount to be paid to and accepted by
the Trustee pursuant to clause 2(a) \$375,000.00

FIRST SCHEDULE
APPLICATION FOR UNITS

I hereby apply for Unit(s) in the Trust established by
the Trust Deed dated
between

(therein called "the Trustee") of the first part and the several persons therein mentioned of the second part (hereinafter called "the Trust Deed").

I request such Unit(s) be issued to me at the price of \$1.00 each and I enclose payment for \$

In the event of my becoming a Holder of Units I hereby agree to be bound by the provisions of the Trust Deed.

DATED this day of

Executed for and on behalf of

A.C.N.

.....
Director Director or Secretary

OR

(Corporate unit holder)

.....
Sole Director / Secretary

Signed:

Print Name:

(Individual unit holder)

THIRD SCHEDULE

TRANSFER

I/We,

of

(hereinafter called the Transferor)

in consideration of the sum of (\$) paid to

by

of

(hereinafter called the Transferee) hereby transfers to the Transferee of Units of the fund constituted by the Trust Deed dated

and made between

of the first part and the several persons therein mentioned of the second part to hold the same unto the Transferee subject to the several conditions on which the Transferor held the same immediately before the execution hereof and the Transferee hereby agrees to take the same Units subject to the said conditions.

IN WITNESS our hands this day of

Witness to signature of Transferor:

ADDRESS: TRANSFEROR

OCCUPATION:

Witness to signature of Transferee:

ADDRESS: TRANSFEREE

OCCUPATION:

FOURTH SCHEDULE

DECLARATION

TO: The Trustee under a Trust Deed dated the day of and made between
the Trustee of the first part and the several persons therein mentioned of the second part.

I/We, being the Executor(s) of the Will (Administrator(s) of the Estate) of the deceased the
Holder of Units, of the Fund constituted by the abovementioned Trust Deed
HEREBY AUTHORISE AND REQUEST you to register me/us as holder(s) of the said
Units and to issue to me/us a Certificate for the same in my/our name(s).

DATED this day of

SIGNATURE(S)

85000 - Income Tax Payable/Refundable

2020 Financial Year

Preparer Rachel Barrett

Reviewer Brendan Curran

Status Ready for Review

Account Code	Description	CY Balance	LY Balance	Change
85000	Income Tax Payable/Refundable	(\$904.36)	(\$640.71)	41.15%
TOTAL		CY Balance	LY Balance	
		(\$904.36)	(\$640.71)	

Supporting Documents

- Statement of Taxable Income [Report](#)
- Non Deductible Expense Reconciliation [Report](#)
- Tax Reconciliation Report [Report](#)
- 2020 ATO ASA.pdf
- 2020 ATO ITA.pdf
- 2020 ATO PAYG.pdf
- 2020 Provision for Income Tax WP.pdf

Standard Checklist

- Attach Actuarial Certificate (if applicable)
- Attach any other Tax reconciliations
- Attach copy of Exempt Pension Reconciliation (if applicable)
- Attach copy of Non Deductible Expense Reconciliation (if applicable)
- Attach copy of Statement of Taxable Income
- Attach copy of Tax Reconciliation Report
- Confirm Transactions in ATO Portal

D & S Linehan Superannuation Fund
Statement of Taxable Income

For the year ended 30 June 2020



	2020
	\$
Benefits accrued as a result of operations	132,538.94
Less	
Increase in MV of investments	65,125.72
Accounting Trust Distributions	17,256.89
	<u>82,382.61</u>
Add	
Taxable Trust Distributions	17,256.89
	<u>17,256.89</u>
SMSF Annual Return Rounding	(2.22)
	<u>67,411.00</u>
Taxable Income or Loss	<u>67,411.00</u>
Income Tax on Taxable Income or Loss	10,111.65
	<u>10,111.65</u>
CURRENT TAX OR REFUND	<u>10,111.65</u>
Supervisory Levy	259.00
Income Tax Instalments Raised	(9,848.00)
	<u>522.65</u>
AMOUNT DUE OR REFUNDABLE	<u>522.65</u>

D & S Linehan Superannuation Fund

Tax Reconciliation Report

For the year ended 30 June 2020



Tax Return Label	Date	Account Code	Account Name	Amount \$
C - Income - Gross interest				
	31/07/2019	25000/MBL6292	Macquarie Cash Management Account #6292	59.83
	30/08/2019	25000/MBL6292	Macquarie Cash Management Account #6292	57.33
	30/09/2019	25000/MBL6292	Macquarie Cash Management Account #6292	56.55
	31/10/2019	25000/MBL6292	Macquarie Cash Management Account #6292	31.33
	29/11/2019	25000/MBL6292	Macquarie Cash Management Account #6292	4.17
	31/12/2019	25000/MBL6292	Macquarie Cash Management Account #6292	4.51
	31/01/2020	25000/MBL6292	Macquarie Cash Management Account #6292	4.66
	28/02/2020	25000/MBL6292	Macquarie Cash Management Account #6292	4.32
	31/03/2020	25000/MBL6292	Macquarie Cash Management Account #6292	2.03
	30/04/2020	25000/MBL6292	Macquarie Cash Management Account #6292	1.19
	29/05/2020	25000/MBL6292	Macquarie Cash Management Account #6292	1.19
	30/06/2020	25000/MBL6292	Macquarie Cash Management Account #6292	1.23
Sub-Total				228.34
Ignore Cents				0.34
Total				228.00
M - Gross trust distributions				
	30/06/2020	23800/DANS01	Dansha Investments Unit Trust	17,256.89
Sub-Total				17,256.89
Ignore Cents				0.89
Total				17,256.00
R1 - Assessable employer contributions				
	01/07/2019	24200/LINSHA00001A	(Contributions) Linehan, Sharon - Accumulation (Accumulation)	3,000.00
	12/07/2019	24200/LINDAN00001A	(Contributions) Linehan, Daniel - Accumulation (Accumulation)	517.38
	26/07/2019	24200/LINDAN00001A	(Contributions) Linehan, Daniel - Accumulation (Accumulation)	218.85
	09/08/2019	24200/LINDAN00001A	(Contributions) Linehan, Daniel - Accumulation (Accumulation)	184.72
	23/08/2019	24200/LINDAN00001A	(Contributions) Linehan, Daniel - Accumulation (Accumulation)	432.98
	06/09/2019	24200/LINDAN00001A	(Contributions) Linehan, Daniel - Accumulation (Accumulation)	369.46
	20/09/2019	24200/LINDAN00001A	(Contributions) Linehan, Daniel - Accumulation (Accumulation)	442.17
	30/09/2019	24200/LINSHA00001A	(Contributions) Linehan, Sharon - Accumulation (Accumulation)	20,000.00
	04/10/2019	24200/LINDAN00001A	(Contributions) Linehan, Daniel - Accumulation (Accumulation)	383.21
	18/10/2019	24200/LINDAN00001A	(Contributions) Linehan, Daniel - Accumulation (Accumulation)	261.36
	01/11/2019	24200/LINDAN00001A	(Contributions) Linehan, Daniel - Accumulation (Accumulation)	176.99
	15/11/2019	24200/LINDAN00001A	(Contributions) Linehan, Daniel - Accumulation (Accumulation)	153.32

D & S Linehan Superannuation Fund

Tax Reconciliation Report

For the year ended 30 June 2020



Tax Return Label	Date	Account Code	Account Name	Amount \$
R1 - Assessable employer contributions				
	29/11/2019	24200/LINDAN00001A	(Contributions) Linehan, Daniel - Accumulation (Accumulation)	239.79
	13/12/2019	24200/LINDAN00001A	(Contributions) Linehan, Daniel - Accumulation (Accumulation)	292.65
	27/12/2019	24200/LINDAN00001A	(Contributions) Linehan, Daniel - Accumulation (Accumulation)	196.56
	10/01/2020	24200/LINDAN00001A	(Contributions) Linehan, Daniel - Accumulation (Accumulation)	153.32
	24/01/2020	24200/LINDAN00001A	(Contributions) Linehan, Daniel - Accumulation (Accumulation)	153.32
	07/02/2020	24200/LINDAN00001A	(Contributions) Linehan, Daniel - Accumulation (Accumulation)	153.32
	21/02/2020	24200/LINDAN00001A	(Contributions) Linehan, Daniel - Accumulation (Accumulation)	153.32
	06/03/2020	24200/LINDAN00001A	(Contributions) Linehan, Daniel - Accumulation (Accumulation)	365.57
	20/03/2020	24200/LINDAN00001A	(Contributions) Linehan, Daniel - Accumulation (Accumulation)	365.57
	01/04/2020	24200/LINSHA00001A	(Contributions) Linehan, Sharon - Accumulation (Accumulation)	1,985.00
	01/04/2020	24200/LINDAN00001A	(Contributions) Linehan, Daniel - Accumulation (Accumulation)	13,015.00
	03/04/2020	24200/LINDAN00001A	(Contributions) Linehan, Daniel - Accumulation (Accumulation)	397.00
	17/04/2020	24200/LINDAN00001A	(Contributions) Linehan, Daniel - Accumulation (Accumulation)	397.02
	01/05/2020	24200/LINDAN00001A	(Contributions) Linehan, Daniel - Accumulation (Accumulation)	275.17
	15/05/2020	24200/LINDAN00001A	(Contributions) Linehan, Daniel - Accumulation (Accumulation)	243.72
	29/05/2020	24200/LINDAN00001A	(Contributions) Linehan, Daniel - Accumulation (Accumulation)	334.13
	12/06/2020	24200/LINDAN00001A	(Contributions) Linehan, Daniel - Accumulation (Accumulation)	286.96
	24/06/2020	24200/LINDAN00001A	(Contributions) Linehan, Daniel - Accumulation (Accumulation)	4,500.00
	26/06/2020	24200/LINDAN00001A	(Contributions) Linehan, Daniel - Accumulation (Accumulation)	334.13
Sub-Total				49,981.99
Ignore Cents				0.99
Total				49,981.00
R - Assessable contributions (R1 plus R2 plus R3 less R6)				
			Assessable employer contributions	49,981.99
Sub-Total				49,981.99
Ignore Cents				0.99
Total				49,981.00
W - GROSS INCOME (Sum of labels A to U)				
				67,465.00
Sub-Total				67,465.00
Ignore Cents				0.00
Total				67,465.00
V - TOTAL ASSESSABLE INCOME (W less Y)				
				67,465.00

D & S Linehan Superannuation Fund

Tax Reconciliation Report

For the year ended 30 June 2020



Tax Return Label	Date	Account Code	Account Name	Amount \$
V - TOTAL ASSESSABLE INCOME (W less Y)				
Sub-Total				67,465.00
Ignore Cents				0.00
Total				67,465.00
J1 - Expenses - Management and administration expenses				
	01/10/2019	30800	ASIC Fees	54.00
Sub-Total				54.00
Ignore Cents				0.00
Total				54.00
N - TOTAL DEDUCTIONS				
				54.00
Sub-Total				54.00
Ignore Cents				0.00
Total				54.00
O - TAXABLE INCOME OR LOSS				
				67,411.00
Sub-Total				67,411.00
Ignore Cents				0.00
Total				67,411.00
Z - TOTAL SMSF EXPENSES				
				54.00
Sub-Total				54.00
Ignore Cents				0.00
Total				54.00
A - Taxable income				
				67,411.00
Sub-Total				67,411.00
Ignore Cents				0.00
Total				67,411.00
T1 - Tax on taxable income				
				10,111.65
Sub-Total				10,111.65
Ignore Cents				0.00
Total				10,111.65
B - Gross Tax				
				10,111.65
Sub-Total				10,111.65
Ignore Cents				0.00
Total				10,111.65
T2 - SUBTOTAL				

D & S Linehan Superannuation Fund

Tax Reconciliation Report

For the year ended 30 June 2020



Tax Return Label	Date	Account Code	Account Name	Amount \$
T2 - SUBTOTAL				
				10,111.65
Sub-Total				10,111.65
Ignore Cents				0.00
Total				10,111.65
T3 - SUBTOTAL 2				
				10,111.65
Sub-Total				10,111.65
Ignore Cents				0.00
Total				10,111.65
T5 - TAX PAYABLE				
				10,111.65
Sub-Total				10,111.65
Ignore Cents				0.00
Total				10,111.65
K - PAYG instalments raised				
	22/10/2019	85000	Income Tax Payable/Refundable	2,462.00
	24/02/2020	85000	Income Tax Payable/Refundable	2,462.00
	23/04/2020	85000	Income Tax Payable/Refundable	2,462.00
	30/06/2020	85000	Income Tax Payable/Refundable	2,462.00
Sub-Total				9,848.00
Ignore Cents				0.00
Total				9,848.00
L - Supervisory levy				
				259.00
Sub-Total				259.00
Ignore Cents				0.00
Total				259.00
S - AMOUNT DUE OR REFUNDABLE				
				522.65
Sub-Total				522.65
Ignore Cents				0.00
Total				522.65

D & S Linehan Superannuation Fund
Pension Non Deductible Expense Report



For The Period 01 July 2019 - 30 June 2020

	Date	Account Code	Account Description	Amount	Expense %	Deductible	Non Deductible
Segment - 01 July 2019 to 30 June 2020							
Label J							
	01/10/2019	30800	ASIC Fees	54.00			
			Total	54.00	0.000 %	54.00	0.00
						Total Segment Expenses	0.00
						Total Expenses *	0.00

* General expense percentage - 0.000 %

* Investment expense percentage - 0.000 %

Client **D & S Linehan Superannuation Fund**
 Year Ended **30-Jun-20**
 Subject **Provision for Income Tax**

Prepared By **RB**
 Date Prepared **25/11/2023**

Opening Balance	01-Jul-19	640.71	CR
Tax (Paid) / Refunded			
ATO Supervisory Levy			
Rounding			
2020 Tax Payable / (Refundable)		263.65	
Closing Balance	30-Jun-20	904.36	CR

Represented by:

2016 Tax Payable as per ATO ITA	1,409.39
2016 ATO Supervisory Levy	(259.00)
	<u>1,150.39</u>
2017 Tax Payable as per ATO ITA	209.95
2017 ATO Supervisory Levy	(259.00)
	<u>(49.05)</u>
2018 Tax Payable as per ATO ITA	477.37
2018 ATO Supervisory Levy	(259.00)
	<u>218.37</u>
2019 Tax Refundable	(679.00)
2020 Tax Payable	263.65
	<u><u>904.36</u></u>

Rounding

-



Income tax 552

Date generated	08 August 2023
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

Transactions

7 results found - from **01 July 2018** to **08 August 2023** sorted by **processed date** ordered **oldest to newest**

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
30 Jun 2021	30 Jun 2017	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 15 to 30 Jun 16	\$1,409.39		\$1,409.39 DR
30 Jun 2021	2 Jul 2018	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 16 to 30 Jun 17	\$209.95		\$1,619.34 DR
1 Jul 2021	1 Jul 2017	General interest charge			\$1,619.34 DR
1 Jul 2021	3 Dec 2018	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 17 to 30 Jun 18	\$477.37		\$2,096.71 DR
1 Jul 2021	1 Jul 2019	General interest charge			\$2,096.71 DR
8 Jul 2021	7 Jul 2021	Payment received		\$2,096.71	\$0.00
8 Jul 2021	8 Jul 2021	General interest charge			\$0.00



Activity statement 001

Date generated	08 August 2023
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

Transactions

39 results found - from **01 July 2019** to **08 August 2023** sorted by **processed date** ordered **oldest to newest**

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
15 Jul 2019	12 Jul 2019	Payment		\$2,485.00	\$2,485.00 CR
4 Aug 2019	29 Jul 2019	Original Activity Statement for the period ending 30 Jun 19 - PAYG Instalments	\$2,485.00		\$0.00
23 Oct 2019	22 Oct 2019	Payment		\$2,462.00	\$2,462.00 CR
3 Nov 2019	28 Oct 2019	Original Activity Statement for the period ending 30 Sep 19 - PAYG Instalments	\$2,462.00		\$0.00
25 Feb 2020	24 Feb 2020	Payment received		\$2,462.00	\$2,462.00 CR
1 Mar 2020	28 Feb 2020	Original Activity Statement for the period ending 31 Dec 19 - PAYG Instalments	\$2,462.00		\$0.00
24 Apr 2020	23 Apr 2020	Payment received		\$2,462.00	\$2,462.00 CR
10 May 2020	28 Apr 2020	Original Activity Statement for the period ending 31 Mar 20 - PAYG Instalments	\$2,462.00		\$0.00
15 Jul 2020	14 Jul 2020	Payment received		\$2,462.00	\$2,462.00 CR
2 Aug 2020	28 Jul 2020	Original Activity Statement for the period ending 30 Jun 20 - PAYG Instalments	\$2,462.00		\$0.00

27 Oct 2020	26 Oct 2020	Payment received		\$2,344.00	\$2,344.00 CR
1 Nov 2020	28 Oct 2020	Original Activity Statement for the period ending 30 Sep 20 - PAYG Instalments	\$2,344.00		\$0.00
3 Mar 2021	2 Mar 2021	Original Activity Statement for the period ending 31 Dec 20 - PAYG Instalments	\$2,344.00		\$2,344.00 DR
4 Mar 2021	3 Mar 2021	Payment received		\$2,344.00	\$0.00
4 Mar 2021	4 Mar 2021	General interest charge			\$0.00
21 Apr 2021	28 Apr 2021	Original Activity Statement for the period ending 31 Mar 21 - PAYG Instalments	\$2,344.00		\$2,344.00 DR
27 Apr 2021	26 Apr 2021	Payment received		\$2,344.00	\$0.00
1 Jul 2021	30 Jun 2021	Payment received		\$1,619.25	\$1,619.25 CR
2 Jul 2021	1 Jul 2021	Payment received		\$477.37	\$2,096.62 CR
7 Jul 2021	28 Jul 2021	Original Activity Statement for the period ending 30 Jun 21 - PAYG Instalments	\$2,344.00		\$247.38 DR
8 Jul 2021	7 Jul 2021	Payment received		\$247.38	\$0.00
1 Oct 2021	28 Oct 2021	Original Activity Statement for the period ending 30 Sep 21 - PAYG Instalments	\$2,492.00		\$2,492.00 DR
4 Oct 2021	1 Oct 2021	Payment received		\$2,492.00	\$0.00
20 Feb 2022	28 Feb 2022	Original Activity Statement for the period ending 31 Dec 21 - PAYG Instalments	\$2,492.00		\$2,492.00 DR
22 Feb 2022	21 Feb 2022	Payment received		\$2,492.00	\$0.00
21 Apr 2022	28 Apr 2022	Original Activity Statement for the period ending 31 Mar 22 - PAYG Instalments	\$2,492.00		\$2,492.00 DR
22 Apr 2022	21 Apr 2022	Payment received		\$2,492.00	\$0.00
31 Jul 2022	28 Jul 2022	Original Activity Statement for the period ending 30 Jun 22 - PAYG Instalments	\$2,492.00		\$2,492.00 DR

1 Aug 2022	1 Aug 2022	General interest charge		\$2,492.00 DR
11 Aug 2022	10 Aug 2022	Payment received	\$2,492.00	\$0.00
11 Aug 2022	11 Aug 2022	General interest charge		\$0.00
6 Oct 2022	28 Oct 2022	Original Activity Statement for the period ending 30 Sep 22 - PAYG Instalments	\$2,542.00	\$2,542.00 DR
10 Oct 2022	7 Oct 2022	Payment received	\$2,542.00	\$0.00
10 Feb 2023	28 Feb 2023	Original Activity Statement for the period ending 31 Dec 22 - PAYG Instalments	\$2,542.00	\$2,542.00 DR
13 Feb 2023	10 Feb 2023	Payment received	\$2,542.00	\$0.00
13 Apr 2023	28 Apr 2023	Original Activity Statement for the period ending 31 Mar 23 - PAYG Instalments	\$2,542.00	\$2,542.00 DR
14 Apr 2023	13 Apr 2023	Payment received	\$2,542.00	\$0.00
8 Jul 2023	28 Jul 2023	Original Activity Statement for the period ending 30 Jun 23 - PAYG Instalments	\$2,542.00	\$2,542.00 DR
12 Jul 2023	10 Jul 2023	Payment received	\$2,542.00	\$0.00



Activity statement 001

Tax type summary

Income tax year	2020
Period	01 July 2019 - 30 June 2020
Type	Pay as you go Instalments
Balance	\$9,848.00 DR

Transactions

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
03/11/2019	28/10/2019	Original Activity Statement for the period ending 30 Sep 19 - PAYG Instalments	\$2,462.00		\$2,462.00 DR
01/03/2020	28/02/2020	Original Activity Statement for the period ending 31 Dec 19 - PAYG Instalments	\$2,462.00		\$4,924.00 DR
10/05/2020	28/04/2020	Original Activity Statement for the period ending 31 Mar 20 - PAYG Instalments	\$2,462.00		\$7,386.00 DR
02/08/2020	28/07/2020	Original Activity Statement for the period ending 30 Jun 20 - PAYG Instalments	\$2,462.00		\$9,848.00 DR

86000 - PAYG Payable

2020 Financial Year

Preparer Rachel Barrett

Reviewer Brendan Curran

Status Ready for Review

Account Code	Description	CY Balance	LY Balance	Change
86000	PAYG Payable	(\$2,462.00)	(\$2,485.00)	(0.93)%
TOTAL		CY Balance	LY Balance	
		(\$2,462.00)	(\$2,485.00)	

Supporting Documents

- 2020 ATO ASA.pdf 86000

Standard Checklist

- Attach copy of PAYG Payment Summary
- Confirm Transactions in ATO Portal



Activity statement 001

Date generated	08 August 2023
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

Transactions

39 results found - from **01 July 2019** to **08 August 2023** sorted by **processed date** ordered **oldest to newest**

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
15 Jul 2019	12 Jul 2019	Payment		\$2,485.00	\$2,485.00 CR
4 Aug 2019	29 Jul 2019	Original Activity Statement for the period ending 30 Jun 19 - PAYG Instalments	\$2,485.00		\$0.00
23 Oct 2019	22 Oct 2019	Payment		\$2,462.00	\$2,462.00 CR
3 Nov 2019	28 Oct 2019	Original Activity Statement for the period ending 30 Sep 19 - PAYG Instalments	\$2,462.00		\$0.00
25 Feb 2020	24 Feb 2020	Payment received		\$2,462.00	\$2,462.00 CR
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2 Aug 2020	28 Jul 2020	Original Activity Statement for the period ending 30 Jun 20 - PAYG Instalments	\$2,462.00		\$0.00

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1 Nov 2020	28 Oct 2020	Original Activity Statement for the period ending 30 Sep 20 - PAYG Instalments	\$2,344.00		\$0.00
3 Mar 2021	2 Mar 2021	Original Activity Statement for the period ending 31 Dec 20 - PAYG Instalments	\$2,344.00		\$2,344.00 DR
4 Mar 2021	3 Mar 2021	Payment received		\$2,344.00	\$0.00
4 Mar 2021	4 Mar 2021	General interest charge			\$0.00
21 Apr 2021	28 Apr 2021	Original Activity Statement for the period ending 31 Mar 21 - PAYG Instalments	\$2,344.00		\$2,344.00 DR
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2 Jul 2021	1 Jul 2021	Payment received		\$477.37	\$2,096.62 CR
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4 Oct 2021	1 Oct 2021	Payment received		\$2,492.00	\$0.00
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22 Feb 2022	21 Feb 2022	Payment received		\$2,492.00	\$0.00
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11 Aug 2022	10 Aug 2022	Payment received	\$2,492.00	\$0.00
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14 Apr 2023	13 Apr 2023	Payment received	\$2,542.00	\$0.00
8 Jul 2023	28 Jul 2023	Original Activity Statement for the period ending 30 Jun 23 - PAYG Instalments	\$2,542.00	\$2,542.00 DR
12 Jul 2023	10 Jul 2023	Payment received	\$2,542.00	\$0.00

A - Financial Statements

2020 Financial Year

Preparer Rachel Barrett

Reviewer Brendan Curran

Status Ready for Review

Supporting Documents

- 2020 SMSF Annual Return - unsigned.pdf
- 2020 Financial Statements - unsigned.pdf

Standard Checklist

- Attach copy of Financial Statements
- Attach copy of SMSF Annual Return



Financial statements and reports for the year ended
30 June 2020

D & S Linehan Superannuation Fund



Operating Statement

Statement of Financial Position

Notes to the Financial Statements

Statement of Taxable Income

Compilation Report

Trustees Declaration

Members Summary

Members Statement

Investment Summary

Operating Statement

For the year ended 30 June 2020



	Note	2020 \$	2019 \$
Income			
Investment Income			
Trust Distributions	7	17,256.89	13,397.60
Interest Received		228.34	896.36
Investment Gains			
Changes in Market Values	8	65,125.72	161,489.90
Contribution Income			
Employer Contributions		49,981.99	47,500.13
Total Income		<u>132,592.94</u>	<u>223,283.99</u>
Expenses			
ASIC Fees		54.00	53.00
Establishment Fees		0.00	2,200.00
		<u>54.00</u>	<u>2,253.00</u>
Total Expenses		<u>54.00</u>	<u>2,253.00</u>
Benefits accrued as a result of operations before income tax		<u>132,538.94</u>	<u>221,030.99</u>
Income Tax Expense	9	10,111.65	9,261.00
Benefits accrued as a result of operations		<u>122,427.29</u>	<u>211,769.99</u>

D & S Linehan Superannuation Fund
Statement of Financial Position

As at 30 June 2020



	Note	2020 \$	2019 \$
Assets			
Investments			
Units in Unlisted Unit Trusts (Australian)	2	646,615.62	486,489.90
Total Investments		<u>646,615.62</u>	<u>486,489.90</u>
Other Assets			
Macquarie Cash Management Account #6292		33,108.81	87,823.48
Distributions Receivable		48,242.29	30,985.40
Total Other Assets		<u>81,351.10</u>	<u>118,808.88</u>
Total Assets		<u>727,966.72</u>	<u>605,298.78</u>
Less:			
Liabilities			
Income Tax Payable		904.36	640.71
PAYG Payable		2,462.00	2,485.00
Total Liabilities		<u>3,366.36</u>	<u>3,125.71</u>
Net assets available to pay benefits		<u>724,600.36</u>	<u>602,173.07</u>
Represented by:			
Liability for accrued benefits allocated to members' accounts	4, 5		
Linehan, Daniel - Accumulation		437,038.98	367,881.95
Linehan, Sharon - Accumulation		287,561.38	234,291.12
Total Liability for accrued benefits allocated to members' accounts		<u>724,600.36</u>	<u>602,173.07</u>

D & S Linehan Superannuation Fund

Notes to the Financial Statements

For the year ended 30 June 2020



Note 1: Summary of Significant Accounting Policies

The trustees have prepared the financial statements on the basis that the Superannuation Fund is not a reporting entity because it is not publicly accountable and is not required by law or governing document to prepare financial statements that comply with Australian Accounting Standards. 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.

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

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

D & S Linehan Superannuation Fund

Notes to the Financial Statements

For the year ended 30 June 2020



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

Upon entering into each contract as a lessor, the Fund assesses if the lease is a finance or operating lease. All leases have been assessed as operating leases. Rental revenue arising from operating leases on investment properties is recognised on straight-line basis over the term of the specific lease.

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. Trade and Other Payables

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 value of the Fund's financial liabilities is equivalent to the market value. Any remeasurement changes in the gross value of non-current financial liabilities (including liabilities for members' accrued benefits) are recognised in the operating statement in the periods in which they occur.

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.

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: Units in Unlisted Unit Trusts (Australian)

	2020 \$	2019 \$
Dansha Investments Unit Trust	646,615.62	486,489.90
	<hr/> 646,615.62	<hr/> 486,489.90

Note 3: Banks and Term Deposits

D & S Linehan Superannuation Fund
Notes to the Financial Statements

For the year ended 30 June 2020



	2020 \$	2019 \$
Banks		
Macquarie Cash Management Account #6292	33,108.81	87,823.48
	33,108.81	87,823.48

Note 4: Liability for Accrued Benefits

	2020 \$	2019 \$
Liability for accrued benefits at beginning of year	602,173.07	390,403.08
Benefits accrued as a result of operations	122,427.29	211,769.99
Current year member movements	0.00	0.00
	724,600.36	602,173.07

Note 5: 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.

	2020 \$	2019 \$
Vested Benefits	724,600.36	602,173.07

Note 6: Guaranteed Benefits

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

Note 7: Trust Distributions

	2020 \$	2019 \$
Dansha Investments Unit Trust	17,256.89	13,397.60
	17,256.89	13,397.60

Note 8: Changes in Market Values

Unrealised Movements in Market Value

	2020 \$	2019 \$
Units in Unlisted Unit Trusts (Australian)		
Dansha Investments Unit Trust	65,125.72	161,489.90
	65,125.72	161,489.90

D & S Linehan Superannuation Fund
Notes to the Financial Statements

For the year ended 30 June 2020



Total Unrealised Movement	65,125.72	161,489.90
	<hr/>	<hr/>
Realised Movements in Market Value		
	2020	2019
	\$	\$
Total Realised Movement	0.00	0.00
	<hr/>	<hr/>
Changes in Market Values	65,125.72	161,489.90
	<hr/>	<hr/>
Note 9: Income Tax Expense		
	2020	2019
	\$	\$
The components of tax expense comprise		
Current Tax	10,111.65	9,261.00
	<hr/>	<hr/>
Income Tax Expense	10,111.65	9,261.00
	<hr/>	<hr/>
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%	19,880.84	33,154.65
Less:		
Tax effect of:		
Increase in MV of Investments	9,768.86	24,223.49
Accounting Trust Distributions	2,588.53	2,009.64
Add:		
Tax effect of:		
SMSF Non-Deductible Expenses	0.00	330.00
Taxable Trust Distributions	2,588.53	2,009.64
Rounding	(0.33)	(0.16)
Income Tax on Taxable Income or Loss	10,111.65	9,261.00
Less credits:		
Current Tax or Refund	<hr/> 10,111.65	<hr/> 9,261.00
	<hr/>	<hr/>

D & S Linehan Superannuation Fund
Statement of Taxable Income

For the year ended 30 June 2020



	2020
	\$
Benefits accrued as a result of operations	132,538.94
Less	
Increase in MV of investments	65,125.72
Accounting Trust Distributions	17,256.89
	<u>82,382.61</u>
Add	
Taxable Trust Distributions	17,256.89
	<u>17,256.89</u>
SMSF Annual Return Rounding	(2.22)
	<u>67,411.00</u>
Taxable Income or Loss	<u>67,411.00</u>
Income Tax on Taxable Income or Loss	10,111.65
	<u>10,111.65</u>
CURRENT TAX OR REFUND	<u>10,111.65</u>
Supervisory Levy	259.00
Income Tax Instalments Raised	(9,848.00)
	<u>522.65</u>
AMOUNT DUE OR REFUNDABLE	<u>522.65</u>

D & S Linehan Superannuation Fund Compilation Report



We have compiled the accompanying special purpose financial statements of the D & S Linehan Superannuation Fund which comprise the statement of financial position as at 30 June 2020, the operating statement for the year then ended, a summary of significant accounting policies and other explanatory notes. The specific purpose for which the special purpose financial statements have been prepared is set out in Note 1 to the financial statements.

The Responsibility of the Trustee(s)

The Trustee(s) of D & S Linehan Superannuation Fund are solely responsible for the information contained in the special purpose financial statements, the reliability, accuracy and completeness of the information and for the determination that the financial reporting framework used is appropriate to meet their needs and for the purpose that the financial statements were prepared.

Our Responsibility

On the basis of information provided by the Trustee(s), we have compiled the accompanying special purpose financial statements in accordance with the financial reporting framework as described in Note 1 to the financial statements and APES 315: Compilation of Financial Information.

We have applied our expertise in accounting and financial reporting to compile these financial statements in accordance with the financial reporting framework described in Note 1 to the financial statements. We have complied with the relevant ethical requirements of APES 110: Code of Ethics for Professional Accountants.

Assurance Disclaimer

Since a compilation engagement is not an assurance engagement, we are not required to verify the reliability, accuracy or completeness of the information provided to us by management to compile these financial statements. Accordingly, we do not express an audit opinion or a review conclusion on these financial statements.

The special purpose financial statements were compiled exclusively for the benefit of the directors of the trustee company who are responsible for the reliability, accuracy and completeness of the information used to compile them. We do not accept responsibility for the contents of the special purpose financial statements.

Brendan Curran

of

BPC Accounting Chartered Accountants PO Box 41, Budgewoi, New South Wales 2262

Signed:

Dated: 25/11/2023

D & S Linehan Superannuation Fund Trustees Declaration

D & S Linehan Pty Ltd ACN: 165832664



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 2020 present fairly, in all material respects, the financial position of the Superannuation Fund at 30 June 2020 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 2020.

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:

.....
Daniel Linehan
D & S Linehan Pty Ltd
Director

.....
Sharon Linehan
D & S Linehan Pty Ltd
Director

25 November 2023

D & S Linehan Superannuation Fund

Members Summary

As at 30 June 2020



Opening Balances	Increases				Decreases					Closing Balance	
	Contributions	Transfers In	Net Earnings	Insurance Proceeds	Pensions Paid	Contributions Tax	Taxes Paid	Benefits Paid/ Transfers Out	Insurance Premiums		Member Expenses
Daniel Linehan (Age: 47)											
LINDAN00001A - Accumulation											
367,881.95	24,996.99		49,476.38			3,749.58		1,566.76			437,038.98
367,881.95	24,996.99		49,476.38			3,749.58		1,566.76			437,038.98
Sharon Lyn Linehan (Age: 45)											
LINSHA00001A - Accumulation											
234,291.12	24,985.00		33,080.57			3,747.75		1,047.56			287,561.38
234,291.12	24,985.00		33,080.57			3,747.75		1,047.56			287,561.38
602,173.07	49,981.99		82,556.95			7,497.33		2,614.32			724,600.36

D & S Linehan Superannuation Fund

Members Statement



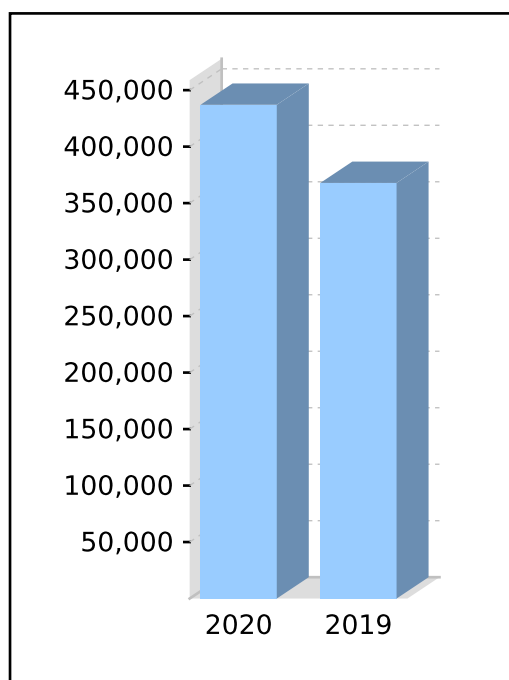
Daniel Linehan
 7 Beaverdale Place
 Tumbi Umbi, New South Wales, 2261, Australia

Your Details

Date of Birth :	Provided	Nominated Beneficiaries:	N/A
Age:	47	Nomination Type:	N/A
Tax File Number:	Provided	Vested Benefits:	437,038.98
Date Joined Fund:	01/02/2014		
Service Period Start Date:	01/09/2002		
Date Left Fund:			
Member Code:	LINDAN00001A		
Account Start Date:	01/02/2014		
Account Phase:	Accumulation Phase		
Account Description:	Accumulation		

Your Balance

Total Benefits	437,038.98
<u>Preservation Components</u>	
Preserved	437,006.85
Unrestricted Non Preserved	32.13
Restricted Non Preserved	
<u>Tax Components</u>	
Tax Free	7,428.25
Taxable	429,610.73



Your Detailed Account Summary

	This Year	Last Year
Opening balance at 01/07/2019	367,881.95	243,079.14
<u>Increases to Member account during the period</u>		
Employer Contributions	24,996.99	22,515.13
Personal Contributions (Concessional)		
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		
Transfers In		
Net Earnings	49,476.38	106,981.78
Internal Transfer In		
<u>Decreases to Member account during the period</u>		
Pensions Paid		
Contributions Tax	3,749.58	3,377.27
Income Tax	1,566.76	1,316.83
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 30/06/2020	437,038.98	367,881.95

D & S Linehan 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

Daniel Linehan
Director

Sharon Lyn Linehan
Director

D & S Linehan Superannuation Fund

Members Statement



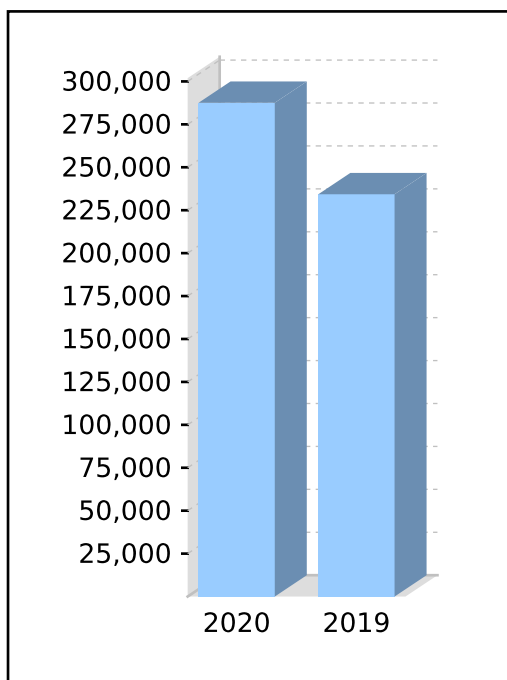
Sharon Lyn Linehan
 7 Beaverdale Place
 Tumbi Umbi, New South Wales, 2261, Australia

Your Details

Date of Birth :	Provided	Nominated Beneficiaries:	N/A
Age:	45	Nomination Type:	N/A
Tax File Number:	Provided	Vested Benefits:	287,561.38
Date Joined Fund:	01/02/2014		
Service Period Start Date:	29/12/1996		
Date Left Fund:			
Member Code:	LINSHA00001A		
Account Start Date:	01/02/2014		
Account Phase:	Accumulation Phase		
Account Description:	Accumulation		

Your Balance

Total Benefits	287,561.38
<u>Preservation Components</u>	
Preserved	287,561.38
Unrestricted Non Preserved	
Restricted Non Preserved	
<u>Tax Components</u>	
Tax Free	11,500.00
Taxable	276,061.38



Your Detailed Account Summary

	This Year	Last Year
Opening balance at 01/07/2019	234,291.12	147,323.94
<u>Increases to Member account during the period</u>		
Employer Contributions	24,985.00	24,985.00
Personal Contributions (Concessional)		
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		
Transfers In		
Net Earnings	33,080.57	66,549.08
Internal Transfer In		
<u>Decreases to Member account during the period</u>		
Pensions Paid		
Contributions Tax	3,747.75	3,747.75
Income Tax	1,047.56	819.15
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 30/06/2020	287,561.38	234,291.12

D & S Linehan 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

Daniel Linehan
Director

Sharon Lyn Linehan
Director

D & S Linehan Superannuation Fund

Investment Summary Report



As at 30 June 2020

Investment	Units	Market Price	Market Value	Average Cost	Accounting Cost	Unrealised Gain/(Loss)	Gain/(Loss)%	Portfolio Weight%
Cash/Bank Accounts								
Macquarie Cash Management Account #6292		33,108.810000	33,108.81	33,108.81	33,108.81			4.87 %
			33,108.81		33,108.81			4.87 %
Units in Unlisted Unit Trusts (Australian)								
DANS01 Dansha Investments Unit Trust	420,000.00	1.539561	646,615.62	1.00	420,000.00	226,615.62	53.96 %	95.13 %
			646,615.62		420,000.00	226,615.62	53.96 %	95.13 %
			679,724.43		453,108.81	226,615.62	50.01 %	100.00 %

.....**Electronic Lodgment Declaration (SMSF)**

This declaration is to be completed where the tax return is to be lodged via an approved ATO electronic channel. It is the responsibility of the taxpayer to retain this declaration for a period of five years after the declaration is made, penalties may apply for failure to do so.

Privacy

The ATO is authorised by the Taxation Administration Act 1953 to request the provision of tax file numbers (TFNs). The ATO will use the TFNs to identify each partner or beneficiary or entity in our records. It is not an offence not to provide the TFNs. However, you cannot lodge your tax return electronically if you do not quote your TFN.

Taxation law authorises the ATO to collect information and disclose it to other government agencies, including personal information about the person authorised to sign the declaration. For information about privacy go to ato.gov.au/privacy

The Australian Business Register

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

Please refer to the privacy statement on the Australian Business Register (ABR) website (www.abr.gov.au) for further information - it outlines our commitment to safeguarding your details.

Electronic funds transfer - direct debit

Where you have requested an EFT direct debit some of your details will be provided to your financial institution and the Tax Office's sponsor bank to facilitate the payment of your taxation liability from your nominated account.

Tax File Number	Name of Fund	Year
Provided	D & S Linehan Superannuation Fund	2020

I authorise my tax agent to electronically transmit this tax return via an approved ATO electronic channel.

Important

Before making this declaration please check to ensure that all income has been disclosed and the tax return is true and correct in every detail. If you are in doubt about any aspect of the tax return, place all the facts before the Tax Office. The tax law provides heavy penalties for false or misleading statements on tax returns.

Declaration:

I declare that:

- ■ All the information provided to the agent for the preparation of this tax return, including any applicable schedules is true and correct; and
- ■ I authorise the agent to lodge this tax return.

Signature of Partner, Trustee, or Director		Date	/ /
--	--	------	-----

ELECTRONIC FUNDS TRANSFER CONSENT

This declaration is to be completed when an electronic funds transfer (EFT) of a refund is requested and the tax return is being lodged through an approved ATO electronic channel.

This declaration must be signed by the partner, trustee, director or public officer prior to the EFT details being transmitted to the Tax Office. If you elect for an EFT, all details below must be completed.

Important: Care should be taken when completing EFT details as the payment of any refund will be made to the account specified.

5 Wt i bhBUa Y	D & S Linehan Pty Ltd ATF D & S	
Account Number	182512 962596292	Client Reference
		LINE02

I authorise the refund to be deposited directly to the specified account

Signature		Date	/ /
-----------	--	------	-----

.....Tax Agent's 8 YWUfUjcb

I declare that:

- I have prepared this tax return in accordance with the information supplied by the partner, trustee, director or public officer
- I have received a declaration made by the entity that the information provided to me for the preparation of this tax return is true and correct; and
- I am authorised by the partner, trustee, director or public officer to lodge this tax return, including any applicable schedules.

Agent's signature.....

Date

Contact name

Client Reference

Agent's Phone Number

HUI '5 [YbhBi a VYf

Self-managed superannuation fund annual return 2020

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 2020* (NAT 71287).

- ❗ The *Self-managed superannuation fund annual return instructions 2020* (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 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.

S	M	I	T	H		S	T				
---	---	---	---	---	--	---	---	--	--	--	--
- 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)**

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

- ❗ 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.

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 2020 return?

A No Yes

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

B No Yes

Tax File Number **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 / /

Was Part A of the audit report qualified?

B No Yes

Was Part B of the audit report qualified?

C No Yes If 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 aliasProvide the electronic service address alias (ESA) issued by your SMSF messaging provider.
(For example, SMSFdataESAAlias). See instructions for more information.

Tax File Number

- 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.

Tax File Number **Provided**

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 2020*.

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 **D1** \$ Net foreign income **D** \$ Loss

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

Transfers from foreign funds **F** \$ Number

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

Calculation of assessable contributions
Assessable employer contributions
R1 \$

plus Assessable personal contributions
R2 \$

plus ****No-TFN-quoted contributions**
R3 \$
(an amount must be included even if it is zero)

less Transfer of liability to life insurance company or PST
R6 \$

Gross distribution from partnerships **I** \$ Loss

*Unfranked dividend amount **J** \$

*Franked dividend amount **K** \$

*Dividend franking credit **L** \$

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

Assessable contributions
R1 plus R2 plus R3 less R6
R \$

Calculation of non-arm's length income

*Net non-arm's length private company dividends
U1 \$

plus *Net non-arm's length trust distributions
U2 \$

plus *Net other non-arm's length income
U3 \$

*Other income **S** \$ Code

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

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

#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.

GROSS INCOME **W** \$ Loss
(Sum of labels A to U)


Exempt current pension income **Y** \$

TOTAL ASSESSABLE INCOME **V** \$ Loss
(W less Y)

Tax File Number Provided

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).

	DEDUCTIONS		NON-DEDUCTIBLE EXPENSES
Interest expenses within Australia	A1 \$ <input style="width: 150px;" type="text"/>		A2 \$ <input style="width: 150px;" type="text"/>
Interest expenses overseas	B1 \$ <input style="width: 150px;" type="text"/>		B2 \$ <input style="width: 150px;" type="text"/>
Capital works expenditure	D1 \$ <input style="width: 150px;" type="text"/>		D2 \$ <input style="width: 150px;" type="text"/>
Decline in value of depreciating assets	E1 \$ <input style="width: 150px;" type="text"/>		E2 \$ <input style="width: 150px;" type="text"/>
Insurance premiums – members	F1 \$ <input style="width: 150px;" type="text"/>		F2 \$ <input style="width: 150px;" type="text"/>
SMSF auditor fee	H1 \$ <input style="width: 150px;" type="text"/>		H2 \$ <input style="width: 150px;" type="text"/>
Investment expenses	I1 \$ <input style="width: 150px;" type="text"/>		I2 \$ <input style="width: 150px;" type="text"/>
Management and administration expenses	J1 \$ <input style="width: 150px; text-align: right; border-bottom: 1px solid black;" type="text" value="54"/>		J2 \$ <input style="width: 150px;" type="text"/>
Forestry managed investment scheme expense	U1 \$ <input style="width: 150px;" type="text"/>		U2 \$ <input style="width: 150px;" type="text"/>
Other amounts	L1 \$ <input style="width: 150px;" type="text"/>	Code <input style="width: 20px; height: 15px;" type="text"/>	L2 \$ <input style="width: 150px;" type="text"/>
Tax losses deducted	M1 \$ <input style="width: 150px;" type="text"/>		

TOTAL DEDUCTIONS

N \$

(Total **A1** to **M1**)

TOTAL NON-DEDUCTIBLE EXPENSES

Y \$

(Total **A2** to **L2**)

#TAXABLE INCOME OR LOSS

O \$

(TOTAL ASSESSABLE INCOME less TOTAL DEDUCTIONS)

Loss

TOTAL SMSF EXPENSES

Z \$

(N plus Y)

#This is a mandatory label.

Tax File Number **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 2020* on how to complete the calculation statement.

#Taxable income **A** \$ *(an amount must be included even if it is zero)*#Tax on taxable income **T1** \$ *(an amount must be included even if it is zero)*#Tax on no-TFN-quoted contributions **J** \$ *(an amount must be included even if it is zero)*Gross tax **B** \$ *(T1 plus J)*

Foreign income tax offset

C1 \$

Rebates and tax offsets

C2 \$

Non-refundable non-carry forward tax offsets

C \$ *(C1 plus C2)*

SUBTOTAL 1

T2 \$ *(B less C – cannot be less than zero)*

Early stage venture capital limited partnership tax offset

D1 \$

Early stage venture capital limited partnership tax offset carried forward from previous year

D2 \$

Early stage investor tax offset

D3 \$

Early stage investor tax offset carried forward from previous year

D4 \$

Non-refundable carry forward tax offsets

D \$ *(D1 plus D2 plus D3 plus D4)*

SUBTOTAL 2

T3 \$ *(T2 less D – cannot be less than zero)*

Complying fund's franking credits tax offset

E1 \$

No-TFN tax offset

E2 \$

National rental affordability scheme tax offset

E3 \$

Exploration credit tax offset

E4 \$

Refundable tax offsets

E \$ *(E1 plus E2 plus E3 plus E4)*#TAX PAYABLE **T5** \$ *(T3 less E – cannot be less than zero)*

Section 102AAM interest charge

G \$

Tax File Number Provided

H1 \$	Credit for interest on early payments – amount of interest	<input style="width: 95%;" type="text"/>
H2 \$	Credit for tax withheld – foreign resident withholding (excluding capital gains)	<input style="width: 95%;" type="text"/>
H3 \$	Credit for tax withheld – where ABN or TFN not quoted (non-individual)	<input style="width: 95%;" type="text"/>
H5 \$	Credit for TFN amounts withheld from payments from closely held trusts	<input style="width: 95%;" type="text" value="0.00"/>
H6 \$	Credit for interest on no-TFN tax offset	<input style="width: 95%;" type="text"/>
H8 \$	Credit for foreign resident capital gains withholding amounts	<input style="width: 95%;" type="text" value="0.00"/>
Eligible credits		H \$ <input style="width: 95%;" type="text"/>
<small>(H1 plus H2 plus H3 plus H5 plus H6 plus H8)</small>		

#Tax offset refunds <small>(Remainder of refundable tax offsets)</small>	I \$	<input style="width: 95%;" type="text" value="0.00"/>
<small>(unused amount from label E – an amount must be included even if it is zero)</small>		

PAYG instalments raised

K \$

Supervisory levy

L \$

Supervisory levy adjustment for wound up funds

M \$

Supervisory levy adjustment for new funds

N \$

AMOUNT DUE OR REFUNDABLE <small>A positive amount at S is what you owe, while a negative amount is refundable to you.</small>	S \$	<input style="width: 95%;" type="text" value="522.65"/>
<small>(T5 plus G less H less I less K plus L less M plus N)</small>		

#This is a mandatory label.

Section E: Losses

14 Losses

! If total loss is greater than \$100,000, complete and attach a Losses schedule 2020.

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

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

Tax File Number

Section F: Member information

MEMBER 1

Title: Mr Mrs Miss Ms Other

Family name

Linehan

First given name Other given names

Daniel

Member's TFN See the Privacy note in the Declaration. Date of birth

Contributions

I 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** \$ Code

TRIS Count Income stream payments **R2** \$ Code

CLOSING ACCOUNT BALANCE S \$
(**S1** plus **S2** plus **S3**)

Accumulation phase value **X1** \$

Retirement phase value **X2** \$

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

Tax File Number

MEMBER 2

Title: Mr Mrs Miss Ms Other

Family name

First given name Other given names

Member's TFN Date of birth

Contributions

I 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** \$ Code

Income stream payments **R2** \$ 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** \$

Tax File Number Provided

Section H: Assets and liabilities

15 ASSETS

15a Australian managed investments

Listed trusts **A** \$

Unlisted trusts **B** \$ 646,615

Insurance policy **C** \$

Other managed investments **D** \$

15b Australian direct investments

Cash and term deposits **E** \$ 33,108

Limited recourse borrowing arrangements

Australian residential real property

J1 \$

Australian non-residential real property

J2 \$

Overseas real property

J3 \$

Australian shares

J4 \$

Overseas shares

J5 \$

Other

J6 \$

Property count

J7

Debt securities **F** \$

Loans **G** \$

Listed shares **H** \$

Unlisted shares **I** \$

Limited recourse borrowing arrangements **J** \$

Non-residential real property **K** \$

Residential real property **L** \$

Collectables and personal use assets **M** \$

Other assets **O** \$ 48,242

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** \$

TOTAL AUSTRALIAN AND OVERSEAS ASSETS U \$ 727,965
(Sum of labels **A** to **T**)

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 \$

Tax File Number

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	V1 \$ <input type="text"/>	Borrowings V \$ <input type="text"/>
Permissible temporary borrowings	V2 \$ <input type="text"/>	
Other borrowings	V3 \$ <input type="text"/>	
Total member closing account balances (total of all CLOSING ACCOUNT BALANCES from Sections F and G)		W \$ <input type="text" value="724,599"/>
Reserve accounts		X \$ <input type="text"/>
Other liabilities		Y \$ <input type="text" value="3,366"/>
TOTAL LIABILITIES		Z \$ <input type="text" value="727,965"/>

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 2019-20 income year, write **2020**). **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 2020*. **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 2020* for each election. **C**

If revoking an interposed entity election, print **R**, and complete and attach the *Interposed entity election or revocation 2020*. **D**

Tax File Number **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

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 / /

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 2020 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 / /

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

B - Permanent Documents

2020 Financial Year

Preparer Rachel Barrett

Reviewer Brendan Curran

Status Ready for Review

Supporting Documents

- Fund Summary Report Report
- Super Fund Lookup.pdf
- ABN Lookup.pdf
- Trust Deed.pdf
- ATO Trustee Declarations.pdf
- Membership Applications.pdf
- 2022 Company Statement.pdf
- Consent to Act as Trustee - signed.pdf

Standard Checklist

- ☑ Attach latest copy of ASIC annual company statement (if corporate trustee)
- ☑ Ensure latest copies of ATO Trustee Declarations and ATO confirmation that the fund is a regulated fund is attached
- ☑ Ensure latest copies of trustee consents, member consents and registers are attached
- ☑ Ensure latest copy of trust deed (including amendments) are attached
- ☑ Use [Australian Business Register](#) to ensure details are correct
- ☑ Use [Super Fund Lookup](#) to check the eligibility to receive rollovers and contributions

D & S Linehan Superannuation Fund

Fund Summary Report

As at 30 June 2020



Fund Details

Date Formed: 01/02/2014
Tax File Number: Provided
ABN: 88658985165

Period: 01/07/2019 - 30/06/2020
Fund Type: SMSF
GST Registered: No

Postal Address:

7 Beverdale Place
Tumbi Umbi, New South Wales 2261

Physical Address:

7 Beverdale Place
Tumbi Umbi, New South Wales 2261

Members

Number of Members: 2

Name	Age	Member Accounts	Pension Accounts	Tax File Number	Beneficiary Details
Linehan, Daniel	47	1	0	Provided	Not Provided
Linehan, Sharon	45	1	0	Provided	Not Provided

Fund Relationships

Relationship Type	Contact
Accountant	Curran, Brendan
Auditor	Nitschke, Kym
Tax Agent	Curran, Brendan
Trustee	D & S Linehan Pty Ltd Linehan, Daniel Linehan, Sharon

Inquires 1300 300 630

Issue date 16 Sep 21

Company Statement

Extract of particulars - s346A(1) Corporations Act 2001

CORPORATE KEY: 87647087

Check this statement carefully

You are legally obligated to ensure that all your company details listed on this company statement are complete and correct. This is required under s346C (1) and/or s346B and s346C (2) of the *Corporations Act 2001*.

You must check this statement carefully and inform ASIC of any changes or corrections immediately. **Do not return this statement.** You must notify ASIC within 28 days after the date of change, and within 28 days after the date of issue of your annual company statement. Late lodgement of changes will result in late fees. These requirements do not apply to the **Additional company information**.

ACN 165 832 664
FOR D & S LINEHAN PTY LTD

REVIEW DATE: 16 September 21

You must notify ASIC of any changes to company details — Do not return this statement



To make changes to company details or amend incorrect information

- go to www.asic.gov.au/changes
- log in to our online services and make the required updates
- first time users will need to use the corporate key provided on this company statement



Phone if you've already notified ASIC of changes but they are not shown correctly in this statement.
Ph: 1300 300 630



Use your agent.

Company Statement

These are the current company details held by ASIC. You must check this statement carefully and inform ASIC of any changes or corrections immediately. Late fees apply. **Do not return this statement.**

1 **Registered office**
7 BEAVERDALE PLACE TUMBI UMBI NSW 2261

2 **Principal place of business**
7 BEAVERDALE PLACE TUMBI UMBI NSW 2261

3 Officeholders

Name: DANIEL LINEHAN
Born: BEGA NSW
Date of birth: 15/10/1972
Address: 7 BEAVERDALE PLACE TUMBI UMBI NSW 2261
Office(s) held: DIRECTOR, APPOINTED 16/09/2013

Name: SHARON LYN LINEHAN
Born: GOSFORD NSW
Date of birth: 19/08/1974
Address: 7 BEAVERDALE PLACE TUMBI UMBI NSW 2261
Office(s) held: DIRECTOR, APPOINTED 16/09/2013

4 Company share structure

Share class	Shares description	Number issued	Total amount paid on these shares	Total amount unpaid on these shares
ORD	ORD SHARES	2	\$2.00	\$0.00

5 Members

These details continue on the next page

D & S LINEHAN PTY LTD ACN 165 832 664

Company statement continued

Name: DANIEL LINEHAN
Address: 7 BEAVERDALE PLACE TUMBI UMBI NSW 2261

Share Class	Total number held	Fully paid	Beneficially held
ORD	1	Yes	Yes

Name: SHARON LYN LINEHAN
Address: 7 BEAVERDALE PLACE TUMBI UMBI NSW 2261

Share Class	Total number held	Fully paid	Beneficially held
ORD	1	Yes	Yes

You must notify ASIC within 28 days of the date of change, and within 28 days of the issue date of the annual company statement. Late lodgement of changes will result in late fees.

End of company statement

This concludes the information to which the company must respond (if incorrect) under s346C of the *Corporations Act 2001*.

Additional company information

This information is optional under the *Corporations Act 2001*. Late lodgement fees or late review fees do not apply to this information. To add, remove or change a contact address, see www.asic.gov.au/addresses.

6 Contact address for ASIC use only
Registered agent name: WYEE TACS
Registered agent number: 10899
Address: PO BOX 9060 WYEE NSW 2259



Self-managed super fund trustee declaration

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

Fund name

D & S LINEHAN 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 financial 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.*
- *I declare that the information provided in the form is true and correct.*

Trustee's or director's name

DANIEL LINEHAN

Trustee's or director's signature

Date

Day: 01 / Month: 02 / Year: 2014

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

SHARON LINEHAN

Witness' signature

Date

Day: 01 / Month: 02 / Year: 2014



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

Fund name

D & S LINEHAN 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.

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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 financial 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.

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I understand that I can only accept contributions and pay benefits (income streams or lump sums) to members or their beneficiaries when the conditions specified in the law and the fund trust deed have been met.

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.*
- *I declare that the information provided in the form is true and correct.*

Trustee's or director's name

SHARON LINEHAN

Trustee's or director's signature

[Signature box]

Date

Day: 01 / Month: 02 / Year: 2014

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

DANIEL LINEHAN

Witness' signature

[Signature box]

Date

Day: 01 / Month: 02 / Year: 2014

Consent to Act as Trustee

D & S Linehan Investments Pty Ltd
A.C.N. 165 832 664

by its undersigned Directors, hereby consent to act as Trustee of the superannuation fund known as the

D & S Linehan Superannuation Fund

and the directors consent to acting as directors of that body corporate.

Each of the undersigned also respectively declare:

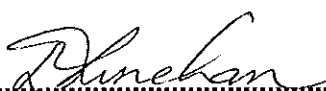

1. That they are not disqualified from acting as a trustee or as a responsible officer of a trustee company under the Superannuation Industry (Supervision) Act.
2. They have never been found guilty of or convicted of an offence against or arising out of a law of the Commonwealth, a State, a Territory or a foreign country, being an offence in respect of dishonest conduct.
3. A civil penalty order has never been made in relation to them.
4. They are not an insolvent under administration.
5. The Regulator has not disqualified them under section 120 of the Superannuation Industry (Supervision) Act.
6. They have not, in the preceding 3 years from the date of this declaration, entered into a deed of assignment or arrangement or a composition with creditors under Part X of the Bankruptcy Act.

The directors declare:

- (a) a receiver, or a receiver and manager, has not been appointed in respect of property beneficially owned by the abovenamed body corporate ("the body");
- (b) an official manager, deputy official manager or administrator has not been appointed in respect of the body;
- (c) a provisional liquidator has not been appointed in respect of the body;
- (d) the body has not begun to be wound up.

Dated:

Signed by all Directors:


.....

.....

Application for Membership

Name of Fund: D & S Linehan Superannuation Fund

Member's Name: Linehan, Daniel

(Minor's Name if on behalf of minor)

Address:

7 Beaverdale Place

Tumbi Umbi NSW 2261

Date of Birth: 15/10/1972

Occupation:

Telephone:

Fax:

Tax File Number:

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 Trust Deed governing the Fund.

This application is accompanied by a Product Disclosure Statement.

I nominate and agree to the Trustee named in the Deed acting as Trustee.

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:

Dated:

Application for Membership

Name of Fund: D & S Linehan Superannuation Fund

Member's Name: Linehan, Sharon Lyn

(Minor's Name if on behalf of minor)

Address:

7 Beaverdale Place

Tumbi Umbi NSW 2261

Date of Birth: 19/08/1974

Occupation:

Telephone:

Fax:

Tax File Number:

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 Trust Deed governing the Fund.

This application is accompanied by a Product Disclosure Statement.

I nominate and agree to the Trustee named in the Deed acting as Trustee.

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:



Dated:

SUPERANNUATION INDUSTRY (SUPERVISION) ACT 1993

**SELF MANAGED SUPERANNUATION FUND
GOVERNING RULES FOR**

D & S Linehan Superannuation Fund

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REFERENCE SCHEDULE

- (i) "Including" and similar expressions are not words of limitation.
- (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.

2.2 Definitions

The following words have the meanings unless the contrary intention appears and subject to this clause 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), Bankruptcy Act 1966 (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 most favourable taxation treatment available to superannuation funds; 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 has or may have application to 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).

"Auditor" means an approved Auditor as defined in Section 10 of the SIS Act.

"Beneficiary" means a Member, Dependant or other person entitled to receive a benefit under this Deed or under the SIS Act.

"Cashing Restrictions" has the meaning in SIS Regulation 6.01(2).

"Complying fund" means a fund that complies with Section 42A SIS Act.

"Constitutional Corporation" has the meaning in Section 10(1) of the 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" has the meaning in the SIS Act.

"Eligible Person" means any person in respect of whom the Trustee may accept contributions under the SIS Act or who may otherwise become a Member of the Fund under the SIS Act.

"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 becomes entitled (or where the context permits, and unless the Trustee otherwise resolves, and subject to the Superannuation Conditions, may become so entitled) to the payment of a benefit from the Fund, subject to the Act and this Deed.

"Employee" has the meaning in Section 10 of the SIS Act.

"Employer" has the meaning in Section 10 of the 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 prescribed by the SIS Act.

"Legal Personal Representative" has the meaning in the 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'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.

"Member Financed Benefits" has the meaning in the SIS Act.

"Old-Age Pensions" means a pension referred to in paragraph 51(xxiii) of the Constitution.

"Part-time" has the meaning that applies in the circumstances referred to in the SIS Act.

"Payment Split" has the meaning given by Section 90MD of the Family Law Act 1975.

"Pensioner" means a Retired Member, 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 Regulations.

"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, if any, before the date of this Deed.

"Regulated Superannuation Fund" has the meaning in the SIS Act.

"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, or any other governmental authority responsible for administering or regulating the laws or rules relating to the concessional taxation of Superannuation Funds.

"Related Party" has the meaning in the 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 the SIS Regulations and **"Retirement"** has a corresponding meaning.

"Reversionary Beneficiary" means a person who becomes entitled to a Member's Benefit in respect of a superannuation interest of a Member, after the Member dies.

"Segregated Current Pension Assets" has the meaning in the Tax Act.

"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 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 Part 6 of the SIS Regulation.

"Spouse" in relation to a person, includes:

- (a) another person (whether of the same sex or a different sex) with whom the person is in a relationship that is registered under a law of a State or Territory prescribed for the purposes of section 2E of the *Acts Interpretation Act 1901* as a kind of relationship prescribed for the purposes of that section; and
- (b) another person who, although not legally married to the person, lives with the person on a genuine domestic basis in a relationship as a couple.

"Standard" means a standard prescribed by the SIS Act.

"Superannuation Conditions" subject to -paragraph 2.5 means:

- (a) **any requirement of the Act that applies;**
- (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 superannuation funds in respect of the above matters that in the Trustee's opinion should be complied with; and
- (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:

"Tax Act" means Income Tax Assessment Act 1936 and Income Tax Assessment Act 1997 as applicable.

"Temporary incapacity" has the meaning in the SIS Regulations.

"Trustee" means the trustee or the trustees for the time being of the Fund and **"Trustees"** has the same meaning.

2.3 Headings & Interpretation

- (a) The headings in this Deed are for convenience and reference only and are not to affect its interpretation.
- (b) 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.

2.4 Compliance

Despite any other provision of this Deed, including any provision which states that it is to apply despite any other provision of this Deed:

- (a) Subject to this clause, 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 by this clause;
- (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; and
- (e) the Trustee must comply with each applicable requirement in the Act;
- (f) the Trustee may
 - (i) do or procure to be done any acts, matters or things as in the opinion of the Trustee may be necessary or desirable to comply with the Superannuation Conditions; and
 - (ii) refrain from doing any act, matter or thing that would result in a breach of the Superannuation Conditions;
 - (iii) do anything to enable the Fund to become and continue to be a Complying Fund for the purposes of the Act.
- (g) Although it is intended that this Fund remain a Self Managed Superannuation Fund, for any period that the Fund is no longer a Self Managed Superannuation Fund and is a fund of less than five members that may have otherwise have a trustee licensed by the Australian Prudential Regulation Authority then this Deed shall be read subject to that status at that time to permit its continuance and amendment of this Deed as may be necessary.

2.5 Inconsistencies with the Superannuation Conditions

Where it appears to the Trustee that there is any inconsistency or difference between:-

- (a) any provision of any applicable legislation or other laws *and* another provision or provisions;
- (b) the rulings of the Regulator *and* other rulings of the Regulator;
- (c) a provision of this Deed *and* another provision of this Deed,
- (d) anything referred to in any of the above sub-paragraphs, *and* any other thing referred to 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.

2.6 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. Any person having or claiming any interest under this Deed must submit to the jurisdiction of the Courts of that State or Territory.

2.7 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 constructing the Deed;
- (b) where it is not possible to apply sub-paragraph (a), the invalid provision is severed from the Deed;
- (c) in any event, an invalid provision does not affect the continued operation of the remainder of the Deed.

2.8 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.

2.9 Power to comply with Family Law

The Trustee may do anything that it considers necessary to comply with the SIS Act and Part VIIIIB of the 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 within the period provided by the SIS Act a written notice in the approved form and signed in the manner required by the SIS Act electing that the SIS Act is to apply in relation to the Fund.

6. Statutory Covenants

6.1 Section 52 of the SIS Act

The purpose of this sub-paragraph is explanatory only and is subject to the provisions of Section 52 of the SIS Act (as amended from time to time.) Section 52 provides:-

Covenants to be included in Governing Rules - registrable superannuation entities Governing Rules taken to contain covenants

- (1) If the Governing Rules of a registrable superannuation entity 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) include the following covenants by each Trustee of the entity:
 - (a) to act honestly in all matters concerning the entity;
 - (b) to exercise, in relation to all matters affecting the entity, the same degree of care, skill and diligence as a prudent superannuation Trustee would exercise in relation

- to an entity of which it is Trustee and on behalf of the Beneficiaries of which it makes investments;
- (c) to perform the Trustee's duties and exercise the Trustee's powers in the best interests of the Beneficiaries;
- (d) where there is a conflict between the duties of the Trustee to the Beneficiaries, or the interests of the Beneficiaries, and the duties of the Trustee to any other person or the interests of the Trustee or an associate of the Trustee:
 - (i) to give priority to the duties to and interests of the Beneficiaries over the duties to and interests of other persons; and
 - (ii) to ensure that the duties to the Beneficiaries are met despite the conflict; and
 - (iii) to ensure that the interests of the Beneficiaries are not adversely affected by the conflict; and
 - (iv) to comply with the prudential standards in relation to conflicts;
- (e) to act fairly in dealing with classes of Beneficiaries within the entity;
- (f) to act fairly in dealing with Beneficiaries within a class;
- (g) to keep the money and other assets of the entity 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 entity;
- (h) 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;
- (i) if there are any reserves of the entity--to formulate, review regularly and give effect to a strategy for their prudential management, consistent with the entity's investment strategies and its capacity to discharge its liabilities (whether actual or contingent) as and when they fall due;
- (j) to allow a Beneficiary of the entity access to any prescribed information or any prescribed documents.

Superannuation Trustee

- (3) In paragraph (2)(b), a superannuation trustee is a person whose profession, business or employment is or includes acting as a trustee of a superannuation entity and investing money on behalf of beneficiaries of the superannuation entity.

Obligations to Beneficiaries override obligations under certain other Acts

- (4) The obligations of the Trustee under paragraph (2)(d) override any conflicting obligations an executive officer or employee of the Trustee has under:
 - (a) Part 2D.1 of the Corporations Act 2001 ; or
 - (b) Subdivision A of Division 3 of Part 2-2 of the Public Governance, Performance and Accountability Act 2013 (which deals with general duties of officials) or any rules made for the purposes of that Subdivision.

Trustee not prevented from engaging or authorising persons to act on Trustee's behalf

- (5) A covenant referred to in paragraph (2)(h) does not prevent the Trustee from engaging or authorising persons to do acts or things on behalf of the Trustee.

Investment covenants

- (6) The covenants referred to in subsection (1) include the following covenants by each Trustee of the entity:
- (a) to formulate, review regularly and give effect to an investment strategy for the whole of the entity, and for each investment option offered by the Trustee in the entity, having regard to:
 - (i) the risk involved in making, holding and realising, and the likely return from, the investments covered by the strategy, having regard to the Trustee's objectives in relation to the strategy and to the expected cash flow requirements in relation to the entity; and
 - (ii) the composition of the investments covered by the strategy, including the extent to which the investments are diverse or involve the entity in being exposed to risks from inadequate diversification; and
 - (iii) the liquidity of the investments covered by the strategy, having regard to the expected cash flow requirements in relation to the entity; and
 - (iv) whether reliable valuation information is available in relation to the investments covered by the strategy; and
 - (v) the ability of the entity to discharge its existing and prospective liabilities; and
 - (vi) the expected tax consequences for the entity in relation to the investments covered by the strategy; and
 - (vii) the costs that might be incurred by the entity in relation to the investments covered by the strategy; and
 - (viii) any other relevant matters;
 - (b) to exercise due diligence in developing, offering and reviewing regularly each investment option;
 - (c) to ensure the investment options offered to each Beneficiary allow adequate diversification.

Insurance covenants

- (7) The covenants referred to in subsection (1) include the following covenants by each Trustee of the entity:
- (a) to formulate, review regularly and give effect to an insurance strategy for the benefit of Beneficiaries of the entity that includes provisions addressing each of the following matters:
 - (i) the kinds of insurance that are to be offered to, or acquired for the benefit of, Beneficiaries;
 - (ii) the level, or levels, of insurance cover to be offered to, or acquired for the benefit of, Beneficiaries;
 - (iii) the basis for the decision to offer or acquire insurance of those kinds, with cover at that level or levels, having regard to the demographic composition of the Beneficiaries of the entity;

- (iv) the method by which the insurer is, or the insurers are, to be determined;
- (b) to consider the cost to all Beneficiaries of offering or acquiring insurance of a particular kind, or at a particular level;
- (c) to only offer or acquire insurance of a particular kind, or at a particular level, if the cost of the insurance does not inappropriately erode the retirement income of Beneficiaries;
- (d) to do everything that is reasonable to pursue an insurance claim for the benefit of a Beneficiary, if the claim has a reasonable prospect of success.

Covenants relating to risk

- (8) The covenants referred to in subsection (1) include the following covenants by each Trustee of the entity:
 - (a) to formulate, review regularly and give effect to a risk management strategy that relates to:
 - (i) the activities, or proposed activities, of the Trustee, to the extent that they are relevant to the exercise of the Trustee's powers, or the performance of the Trustee's duties and functions, as Trustee of the entity; and
 - (ii) the risks that arise in operating the entity;
 - (b) to maintain and manage in accordance with the prudential standards financial resources (whether capital of the Trustee, a reserve of the entity or both) to cover the operational risk that relates to the entity.

7. Statutory Requirements

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

8.1 Methods to alter Deed

Subject to this paragraph 8 and the Superannuation Conditions, this Deed may be amended:

- (a) by deed executed by the Trustee and, where the Superannuation Conditions require it, with the consent of the Members; or
- (b) by oral resolution of the Trustee and subject to compliance with the Superannuation Conditions.

8.2 Effective Date

An amendment under this paragraph takes effect from the date (prospective or retrospective) specified in the resolution or if not specified on the date of such Deed or the date on which the resolution is made.

8.3 Prohibition

If the SIS Act prohibits it, 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; or
- (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.

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 not to affect Member specific assets

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(d) or otherwise held by the Trustee for a specific Member.

9. Membership

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.
- (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 refuse

The Trustee may accept or refuse any application for membership in the Trustee's absolute discretion and is not required to assign 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 fund 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).

10. Trustees

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.
- (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.

10.2 Number of Trustees

The number of Trustees must be such number as does not exceed the maximum number and is not less than the minimum number permitted by the SIS Act necessary for the fund to satisfy the provisions applicable to Self Managed Superannuation Funds:

- (a) If the Fund has individual Trustees, the number of Trustees must be more than one but less than five; or
- (b) If the Fund has a corporate Trustee, the number is one.

10.3 Written consent of Trustee required

A person is not eligible for appointment as a Trustee, or, if the Trustee is a corporate Trustee, as a director of that corporate Trustee, unless the person has consented in writing to the appointment.

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 body corporate, to being appointed as a director of that body corporate;

unless that Member is under a legal disability or otherwise not entitled to become a Trustee under the SIS Act.

10.5 Chairperson

The chairperson of any meeting of the Trustee or of the body corporate Trustee 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

- (a) If a person who is a Trustee:-
 - (i) dies;
 - (ii) loses legal capacity;
 - (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; or
 - (vi) has tenure of their office as a Trustee expirethen that office is vacated and they must cease acting as a trustee.
- (b) If a corporate Trustee is liquidated, in administration or receivership or proceedings are commenced for its winding up, then the office of Trustee is vacated and the corporate Trustee must cease acting as 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 the Trustee's office is vacated.
- (d) Pending any appointment of a Trustee where a Member has died, the deceased Member's Legal Personal Representative may, with the consent of any other Members, act as Trustee in place of the deceased Member/Trustee (or director of a corporate Trustee) in any period commencing on the Member's death and ending on the date the Member's Benefits become payable.
- (e) Pending any appointment of a Trustee where a Member is under a legal disability the Member's Legal Personal Representative may with the consent of any other Members, act as Trustee in place of that Member/Trustee (or director of a corporate Trustee) in any period when the Member is under a legal disability or the Legal Personal Representative has an enduring power of attorney from that Member and ending on the date the Member's Benefits become payable.
- (f) 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.
- (g) This paragraph is subject to the Superannuation Conditions.

10.9 Members to fill vacancy

If required by the SIS Act,

- (a) any vacancy in Trustee or board of a corporate Trustee must be filled within 90 days after it occurred or such other time as permitted under the SIS Act. Any vacancy may, subject to the SIS Act (and if required by the SIS Act with the consent of the Trustee), be filled by a resolution of a two-thirds majority of Members and may also be effected by a deed signed by or on behalf of the Members and signed by the new Trustee and any continuing Trustees.
- (b) In the event that any vacancy in Trustee or board of a corporate Trustee is not filled within 90 days after it occurred, the Members may fill the vacancy by a resolution made by a two-thirds majority of Members.

10.10 Members may Remove or Replace Trustee

- (a) Subject to the Superannuation Conditions and if required by them, with the Trustee's consent, the Trustee or, where there is more than one, a Trustee, may be removed by a two-thirds majority of the Members and such removal is effective upon the passing of a resolution to that effect.
- (b) At the time of making a resolution under sub-paragraph (a) the Members may (with the written consent of the appointee or appointees) by resolution made and effected in like manner appoint a Trustee or Trustees to replace the person or persons so removed.

10.11 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 a Deed giving effect to such appointment or removal, signed by the Members, the Trustee to be appointed and the Trustee at that time or by their duly appointed attorney, agent, 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), the signing by such Trustee or director is not required.
- (c) A Trustee cannot be appointed as Trustee if they are not eligible to act as Trustee of a Self Managed Superannuation Fund under the Superannuation Conditions.

10.12 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.

10.13 Vesting Fund Assets

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.

11. Limitation of Liability

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, detriment, expense or damage (“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;
 - (ii) Any Detriment arising from the failure of an investment.

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 was required to exercise;
 - (ii) to the effect that the Trustee is liable under a provision of an applicable statute that cannot be excluded.

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), to be indemnified from the Fund against all liabilities incurred by each of them in connection with the execution, attempted execution, or in respect of non-execution of the Trustee's powers and discretions under this Deed.

Payment and reimbursement

- (b) Subject to the Superannuation Conditions, the Trustee and its directors and officers may recover from the Fund amounts necessary:-
- (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.

For this purpose and to the maximum extent permitted by law, the Trustee or, where the Trustee is a Constitutional Corporation, its directors and officers have, and may exercise, a lien over the Fund.

12. Approval of Members

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" means:-

- (a) in the case where a two-thirds majority is required by the SIS Act – at least two-thirds;
- (b) in any other case – at least one-half or more of the responses.

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 thereof, 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 or want of strict compliance with these provisions unless it is shown that there has or may be caused thereby some substantial and irremediable injustice.

12.5 Written Resolution

Despite this paragraph 12 the Members may unanimously resolve to give their approval by signing a document or counterpart documents to the requisite effect.

13. Trustee not to be Subject to Direction

13.1 Directions

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

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 SIS Act otherwise permits.

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;
 - (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 of the SIS Act and subject to those sections (and without limiting it) 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 ; and
 - (v) pay the expenses incurred in any such borrowing from the borrowed money;
 - (vi) refinance a borrowing;
 - (vii) do all such things as may be ancillary or necessary thereto 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.

14.5 In-house assets

The Trustee must take all reasonable steps to ensure that the in-house assets rules 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 investment powers

Without limiting the preceding sub-paragraph but subject to the limitations in it 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) deposits with any bank, life insurance company or building society 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) 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;
 - (s) do anything incidental to the exercise of any of the Trustee's powers to invest.

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

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 and the Trustee must ensure that the Member or Beneficiary is provided with such information as required by the Superannuation Conditions in order to enable the Member or Beneficiary to make an informed decision.

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 account to the extent that no other Member shall be entitled to any part of that asset or investment. 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

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:

- (a) to insure or re-insure and to self insure any risks contingencies or liabilities of the Fund;
- (b) to open and operate a bank account at any bank and to make regulations for the operation of such bank accounts including the signing and endorsing of cheques in connection therewith;
- (c) to institute or defend or otherwise deal with any legal proceedings in respect of the Fund;
- (d) to be indemnified or to give indemnities to or on behalf of any person or entity 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 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; and
- (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 (including an account representing Member Financed Benefits) 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 deduct from any benefit or other payment hereunder 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 incidental to the exercise of any of the Trustee's powers;

- (k) 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;
- (l) such other powers conferred on a Trustee by statute or general law in addition to the powers conferred by this Deed.

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; or
- (b) any person being a director or shareholder of a Trustee;
- (c) any person being a relative of a Trustee or any person being a relative or 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; or
 - (ii) in his/her personal capacity; or
 - (iii) as shareholder or director; or
 - (iv) member or partner of any company or partnership; or
 - (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; or
 - (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

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

18.1 Life insurance

The Trustee has power from time to time to effect policies of insurance upon 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.

18.2 Annuities

The Trustee has power from time to time to effect annuity 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 annuity or deferred annuity policies effected in respect of a Member.

18.3 Powers

Policies must 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 annuity 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 insurance company 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

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.
- (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.

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 s52(g) of 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

20.1 Trustee may pay rollovers

The Trustee may pay benefits to an eligible rollover fund or other fund as permitted by the Superannuation Conditions.

21. Member Accounts

21.1 Trustee to keep Member and Employer 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 Current Pension 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.

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 compliance with 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) an Employer Contribution Account showing -
 - (i) contributions by any 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) a Member Contribution Account showing -
 - (i) contributions by the Member 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.
- (c) 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 provisions for reserves.
- (d) Without limiting the discretion in (c) 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 created or debited including a Payment Split, Splittable Contributions, amounts to be transferred to a Reserve Account under this Deed, expenses, losses and benefit payments (whether lump sum or pension) and taxes.

22. Segregated Current Pension Assets

22.1 The Trustee may in accordance with the Tax Act, 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 Current Pension 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 Tax Act applicable to the Segregated Current Pension Assets.
- 22.4 The Trustee may accordingly create separate pension benefit accounts in respect of pensions payable under this Deed as the Trustees determine.
- 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 where required by the Superannuation Conditions.

23. Valuation of the Fund and Allocation of Profits or Loss

23.1 Valuation

The Trustee must at the end of each Financial Year, 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 maintain 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 in such manner as the Trustee determines.

24. Contributions

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 Regulation 7.04.

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 refund such contribution within any time period which may be required by the Superannuation Conditions, less any deductions the Trustee determines and is permitted to make under 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 a Member of the fund.

25. Spouse contributions - splitting amounts

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;
 - (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

26.1 Mode of Payment of Benefits

Benefits shall be paid in accordance with paragraph 26 of this Deed.

26.2 Payments of Benefits Generally

Subject to this Deed and the Superannuation Conditions, benefits are payable to an Eligible Recipient if:-

- (a) The Member 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 is payable where:

- (a) a Member:

- (i) Retires before reaching Preservation age;
 - (ii) reaches Preservation age and Retires;
 - (iii) reaches age 65;
 - (iv) is Temporarily Incapacitated or Permanently Incapacitated;
 - (v) suffers a terminal medical condition (as defined in Regulation 6.01A);
 - (vi) suffers severe financial hardship (payment must first be approved by the Regulator if the SIS Act requires);
 - (vii) qualifies on compassionate grounds (defined in 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 becomes so entitled.

26.4 Types of benefits payable

- (a) An Eligible Recipient may, subject to the Superannuation Conditions, make a written request, subject to sub-paragraph 26.5, to be paid any one or more (including any combination) of the following:
- (i) lump sum;
 - (ii) pension;
 - (iii) annuity;
 - (iv) Temporary incapacity income stream ; or
 - (v) any other benefit permitted by the Superannuation Conditions.
- (b) Benefits payable to an Eligible Recipient must not exceed the interest of the relevant Member in the Fund except, if permitted by the Superannuation Conditions, to the extent that the Trustee resolves otherwise with the written consent of the Eligible Recipient.

26.5 Election for payment of benefit

- (a) This sub-paragraph is subject to the Superannuation Conditions.
- (b) If entitled to a benefit, an Eligible Recipient may in writing request the Trustee to pay the benefit to that Eligible Recipient (“Request”). 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 otherwise decides 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 provision, the Trustee shall, in relation to a Request consider which parts must be complied with and which parts the Trustee is not bound to comply with (for example, a part that does not comply with the SIS Act) and shall notify the Eligible Recipient accordingly who may accept or withdraw their Request as they wish prior to commencement of any payment. The Trustee may then record the terms of the benefit payment.
- (e) 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, 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)
 - (v) Market Linked Pension (generally must have commenced before 19 September 2007)
- (g) Subject to this paragraph, if a pension is to be paid, it must be paid in accordance with this Deed (or provisions of its Prior Governing Rules, if an applicable pension commenced before the date of this Deed and payment pursuant to those rules is necessary to comply with the Superannuation Conditions in which case for that purpose only, those provisions remain on foot).
- (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.

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 same 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 subject to preservation 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 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 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

Restricted non-Preserved benefits may be paid only if a condition of release is satisfied or when permitted by the SIS Act.

26.10 Member otherwise has no interest

Except as provided in this Deed and subject to the Superannuation Conditions, an Eligible Recipient has no interest in the Fund.

26.11 Unclaimed monies

If the Trustee cannot find a person entitled to a benefit then that benefit or part of that benefit may be paid or otherwise dealt with by the Trustee in such manner as the Superannuation Conditions permit.

26.12 Unpaid benefits

In the circumstances prescribed by the Superannuation Conditions or if required by law, the Trustee may pay an unpaid benefit to an eligible rollover fund, or to the Regulator or other body prescribed by the Superannuation Conditions.

26.13 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

27.1 Benefit payable on death

Subject to the Superannuation Conditions and to paragraphs 26 and 28, 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 may in relation to a death benefit determine any matter referred to in subparagraph 26.5(c)(i) to 26.5(c)(xii) inclusive and having done so shall act accordingly.
- (c) The Trustee shall pay the benefit to such of the deceased Member's Dependants as the Trustee decides and otherwise to the Member's Legal Personal Representative.
- (d) The Trustee is not bound by a non binding death benefit nomination but may consider any such nomination.
- (e) A death benefit shall be paid as a lump sum unless the Trustee determines otherwise.
- (f) 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.

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

28.1 Binding Nomination

- (a) Subject to the SIS Act and SIS Regulations, 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 a:
 - (i) Dependant; or
 - (ii) Legal Personal Representative
- (b) Subject to the SIS Act and SIS Regulations, the 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; and
 - (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 the Nomination is to take precedence over a Reversionary Beneficiaries entitlement to a benefit.
- (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 sub-paragraph, 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 in the presence of 2 witnesses, being persons:-
 - a. each of whom has turned 18; and
 - b. neither of whom is a person mentioned in the Nomination; and
 - (iii) contain a declaration signed, and dated, by the witnesses stating that the Nomination (or amendment) was signed by the Member in their presence.
- (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 clause, the SIS Act and the SIS Regulations, a Nomination may be in such form as the Trustee determines.
- (g) If the Trustee is unable to lawfully act upon the Nomination then the Trustee may pay the relevant benefit 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 will be 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 by those parties 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) A Nomination that is binding on the Trustee is invalid to the extent that if the Trustee complies with it, the Trustee would be liable to a penalty or commit an offence or result in a benefit, or part of it, 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, pay a pension if requested by a Member.
- (b) Subject to the Superannuation Conditions and this Deed, a pension may be paid in such amounts and on such conditions as agreed in writing 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 these rules.
- (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 recipient's consent to that rule must be obtained, if required by the Superannuation Conditions. Without limiting the form of writing such writing may include a document signed by the Trustee and the Eligible Recipient or a resolution of the Trustee and the consent in writing of the relevant Eligible Recipient.
- (f) An Eligible Recipient may cancel a pension by a request in writing to the Trustee at any time, subject to the Superannuation Conditions.
- (g) The Trustee may to the extent required by the Superannuation Conditions create separate pension accounts and may also create sub-funds for pensions.

29.2 Pension conditions

- (a) Any pension paid to a Member must be provided pursuant to any standards contained in the Superannuation Conditions.
- (b) Subject to the Superannuation Conditions, in providing a pension to a Member, the Trustee may in its discretion apply any amount from a Member's account and / or a Reserve Account.

29.3 Commutation of pension

- (a) The Trustee may, at its discretion, commute a part or whole of a pension if requested by a Member.
- (b) The Trustee must not commute a part or whole of a pension if the commutation will cause the Fund to breach the Superannuation Conditions.
- (c) Subject to the Superannuation Conditions, any commutation amount may be applied by the Trustee to:
 - (i) pay a lump sum benefit to the Member;
 - (ii) pay another pension to the Member; or
 - (iii) be allocated to the Member's account.

29.4 Annuities

The Trustee may, in its absolute discretion (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 Imputation credits

Subject to the Superannuation Conditions, the Trustee may, in its absolute discretion, debit amounts to the accounts of Members to whom current pensions are not being paid and credit corresponding amounts to the accounts of Members to whom current pensions are being paid to compensate the latter for not obtaining the benefit of dividend imputation credits on investments in the form of shares in companies.

29.6 Cessation of pensions

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 benefits.

29.7 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

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;
- (b) establish pension reserves in relation to the funding of pension obligations relating to particular beneficiaries;
- (c) where a pension benefit liability to which a pension reserve relates no longer exists, or the amount of the pension reserve exceeds the expected liability, arrange for any assets or excess assets in the pension reserve to be applied in any manner whatsoever that the Trustee considers fair and reasonable, including for the general purposes of the Fund, but having special regard to the interests of the Beneficiary to whom the pension benefit related and that Beneficiary's Dependants.

31. Deduction for detrimental payments after Member's Death

Payments or adjustments of a Member's interest 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 of the Tax Act relating to a Member's death or disablement. or under section 295-485 of the Tax Act in respect of anti-detriment deductions may be made by the Trustee, subject to the Superannuation Conditions

32. Conversion of Pensions

At the request of an Eligible Recipient, as may be applicable and subject to the Superannuation Conditions, the Trustee may:

- (a) convert any pension (whether an allocated pension or any other type of pension) to an account based pension or any other pension 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 the remainder of any pension account balance or other permissible benefit amounts to the Member's accumulation account for the purposes of commencing a new pension or other permissible benefit or otherwise;

- (d) merge, consolidate or commute one or more pension streams, pension account balances or other permissible benefit amounts into the Member's accumulation account or accounts;
- (e) 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) 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.

33.2 Application of forfeited benefits

The Trustee may in their absolute discretion apply amounts held in the Forfeited Benefits Account in the manner and to the purposes permitted by the Superannuation Conditions and, if permitted, these may include:

- (a) welfare benefits to assist in events of financial hardship, sickness, accident or other misfortune causing hardship;
- (b) supplementary benefits for Retired Members;
- (c) additional benefits for current Members on an equal basis, or on a pro rata basis among all Members or, among Members on the basis of economic needs;
- (d) payment of administrative expenses of the Fund;
- (e) payment of a Member's own contribution to relieve hardship;
- (f) payment to an Employer in recompense for loss or damage as the consequence of Employee misconduct;
- (g) payment to an Employer in the form of assessable income.

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 Lien

- (a) Subject to the Superannuation Conditions, the Trustee has at the date of payment of a benefit to a Member a lien over that benefit in respect of all amounts owed by the Member to the Fund; and any loss or expense incurred by the Trustee in consequence of the Member's fraud, dishonesty, misappropriation or other misconduct in respect of the

Fund including the costs to the Trustee of recovering the same where the loss, expense or costs have been quantified and constituted a debt owing by the Member to the Trustee in their capacity as Trustee.

Certificate

- (b) 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 subparagraph 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.

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 proper 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 them 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.
- (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 then 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 payable to a Member 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 (as the case may be) or other money or asset which may be dealt with in accordance with this provision:-

- (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; or
- (b) an Approved Deposit Fund nominated by the Member; or
- (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.

34.5 Amount and Assets Remain Preserved

Any amount or asset dealt with under this paragraph that is required to be preserved remains preserved.

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 be:

- (a) retained in the Fund; or
- (b) transferred to a superannuation entity provided that such transfer is not inconsistent with 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

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

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

37.1 Winding up

Subject to the Superannuation Conditions and if so required, with the Trustee's consent, 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; or
- (b) if there are no Beneficiaries of the Fund; or
- (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.

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 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, using its absolutely discretion.
- (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.

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

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:-

D & S Linehan Superannuation Fund

Parties:-

(a) Trustee(s):-

D & S Linehan Pty Ltd
A.C.N. 165 832 664
7 Beaverdale Place
Tumbi Umbi NSW 2261

(b) Initial Member(s):-

Linehan, Daniel
7 Beaverdale Place
Tumbi Umbi NSW 2261

Linehan, Sharon Lyn
7 Beaverdale Place
Tumbi Umbi NSW 2261

Executed as a deed on the date appearing on page 1.

Executed for and on behalf of

D & S Linehan Pty Ltd
A.C.N. 165 832 664

in their capacity as Trustee

.....
Director

.....
Director or Secretary

OR

.....
Sole Director / Secretary

Signed Sealed and Delivered by
Linehan, Daniel
in their capacity as Initial Member
in the presence of:

.....
Linehan, Daniel

.....
Witness (Signature)

.....
Print Name of Witness

Signed Sealed and Delivered by
Linehan, Sharon Lyn
in their capacity as Initial Member
in the presence of:

.....
Linehan, Sharon Lyn

.....
Witness (Signature)

.....
Print Name of Witness

Current details for ABN 88 658 985 165

ABN details

Entity name: The Trustee for D & S Linehan Superannuation Fund

ABN status: Active from 01 Feb 2014

Entity type: Superannuation Fund

Goods & Services Tax (GST): Not currently registered for GST

Main business location: NSW 2261

Super Fund Lookup

Use Super Fund Lookup [🔗](#) to check the eligibility of **The Trustee for D & S Linehan Superannuation Fund** to receive rollovers and contributions

Deductible gift recipient status

Not entitled to receive tax deductible gifts

ABN last updated: 01 Jun 2021

Record extracted: 25 Nov 2023


Disclaimer

The Registrar makes every reasonable effort to maintain current and accurate information on this site. The Commissioner of Taxation advises that if you use ABN Lookup for information about another entity for taxation purposes and that information turns out to be incorrect, in certain circumstances you will be protected from liability. For more information see [disclaimer](#).

Warning Statement

If you use ABN Lookup for information about a person or entity that provides financial or investment products or advice, make sure they have an Australian Financial Services (AFS) licence. You can check licenced professional registers [here](#).

Regulation details removed

ABN: 88 658 985 165 [View record on ABN Lookup](#) 

Status: Regulation details removed

ABN last updated: 01 Jun 2021

Record extracted: 25 Nov 2023

What does 'Regulation details removed' mean?

The regulation details of this SMSF have been removed from display in Super Fund Lookup due to their failure to lodge returns.

APRA funds

If you receive a transfer or rollover request from this SMSF, advise your client to contact the ATO by phoning **13 10 20** between 8am and 6pm, Monday to Friday.

See the [guidance](#)  issued by APRA for further assistance in managing transfers and rollovers to SMSFs.

SMSF

An authorised contact for the SMSF can contact the ATO about this issue by phoning **13 10 20** between 8am and 6pm, Monday to Friday.

Also refer to [frequently asked questions](#).

Disclaimer

This extract is based on information supplied by superannuation entities to the Commissioner of Taxation.

Important Neither the Australian Government nor the ATO endorse or guarantee the performance of super funds.

Warning Statement

Anyone who tells you to set up a SMSF is giving you financial advice. This means the person or company must have an [Australian financial services \(AFS\) licence](#). Check [ASIC Connect Professional Registers](#).

C - Other Documents

2020 Financial Year

Preparer Rachel Barrett

Reviewer Brendan Curran

Status Ready for Review

Supporting Documents

- 2020 Audit Engagement Letter - unsigned.pdf
- 2020 Trustee Representation Letter - unsigned.pdf
- TrialBalance-01072019-30062020.pdf
- 2020 Investment Strategy Comparison Report.pdf
- GeneralLedger-01072019-30062020.pdf
- 2019 Investment Strategy - unsigned.pdf
- 2020 Annual Trustee Minutes - unsigned.pdf

Standard Checklist

- Attach copy of any SOAs issued during the Financial Year
- Attach copy of Investment Strategy
- Attach signed Engagement Letter
- Attach signed Trustee Representation Letter
- Attach Trustee Minutes prepared during the year

D & S Linehan Superannuation Fund

Investment Strategy



Overview

The aim of this strategy is to provide the Members with an income on retirement.

Investment Objectives

The Trustee(s) will at all times ensure the funds assets are invested in accordance with the trust deed and comply with the applicable legislative requirements.

The Trustee(s) will act prudently to maximise the rate of return, subject to acceptable risk parameters whilst maintaining an appropriate diversification across a broad range of assets whilst assessing the risks where it is determined the fund's portfolio lacks diversification and / or has elected to implement a sector bias.

Having considered the risk profile of the fund and the member's needs and circumstances, the trustee has adopted the following objectives for the investment of assets of the fund;

- to achieve an investment return (based on market values and net of tax and charges) that exceeds the CPI by at least 3% per annum when measured over a rolling 5 year period.
- to have a probability of zero or negative returns in any 12 Month period of less than one in five years; and
- have sufficient liquidity to meet liabilities as and when they fall due.
- to consider the need to hold a policy of insurance for one or more members of the fund.

Investment Strategy

The fund will invest in a portfolio of assets according to market conditions and within the ranges specified below:

Asset Allocation

The targeted asset allocation will be in the following ranges:

<u>Asset Class</u>	<u>Target Range</u>	<u>Benchmark</u>
Australian Shares	0 - 20 %	0 %
International Shares	0 - 20 %	0 %
Cash	0 - 30 %	22 %
Australian Fixed Interest	0 - 20 %	0 %
International Fixed Interest	0 - 20 %	0 %
Mortgages	0 - 5 %	0 %
Direct Property	25 - 95 %	78 %
Listed Property	0 - 25 %	0 %
Other	0 - 10 %	0 %

Quality companies and trusts as supported by research and fundamental analysis will be selected. Direct investments in property, artwork and lease equipment may form part of the strategy provided there is sufficient basis for the decision.

Insurance

The Trustees have considered and consulted Professional Advice where necessary to ensure that all fund members have the correct type and level of insurance. Insurance may be held within or outside the SMSF.

Review and Monitoring

The trustees will monitor and review the fund's investment activities on a regular basis and to communicate with the members should they feel that any change in strategy is necessary in order to achieve the fund's objective.

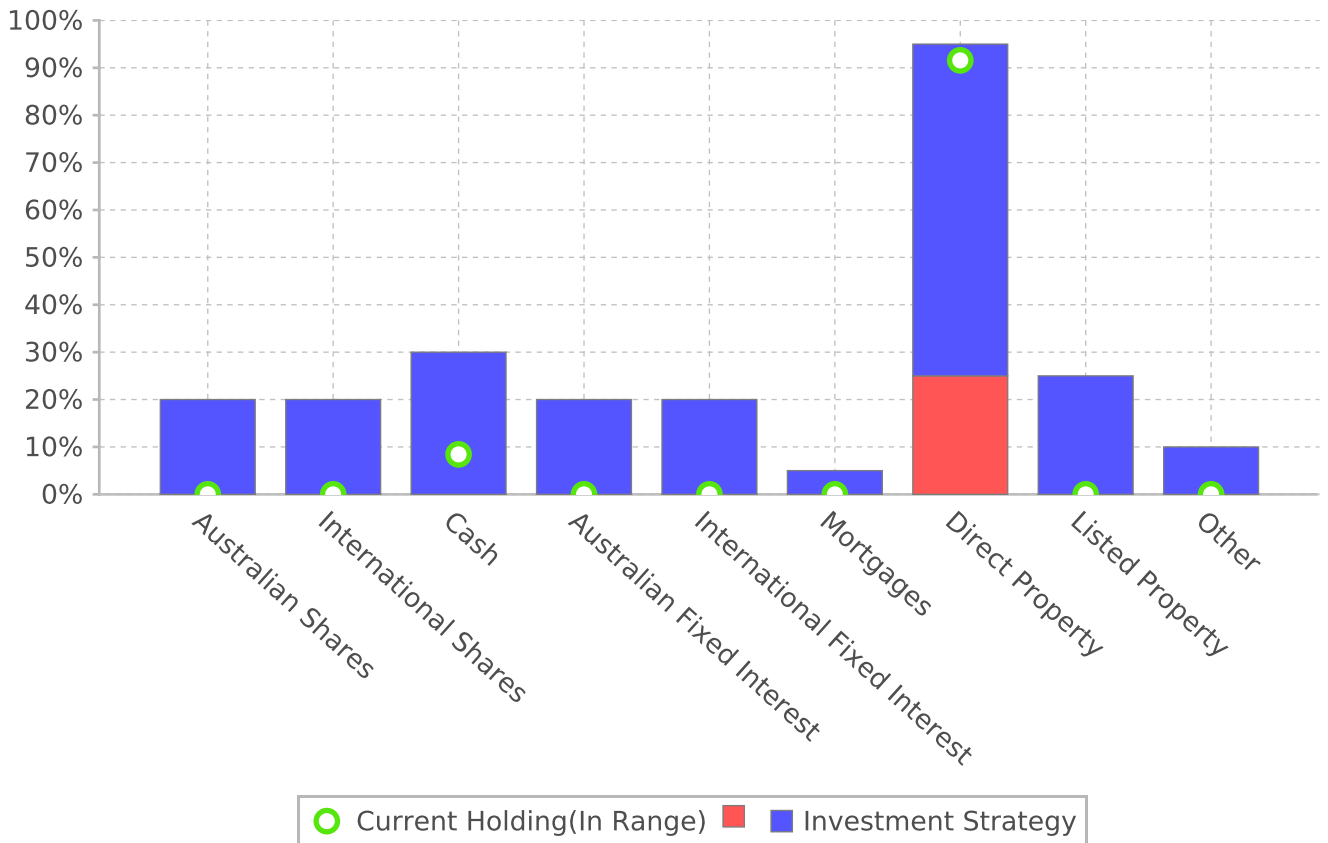
Date: 30/06/2019

.....
Daniel Linehan

.....
Sharon Linehan

Investment Strategy Comparison Report

As at 30 June 2020



Asset Type	Current Holding		Investment Strategy		Portfolio Position
	\$	%	Min %	Max %	
Australian Shares	0.00	0.00%	0.00%	20.00%	Within Range
International Shares	0.00	0.00%	0.00%	20.00%	Within Range
Cash	57,292.23	8.43%	0.00%	30.00%	Within Range
Australian Fixed Interest	0.00	0.00%	0.00%	20.00%	Within Range
International Fixed Interest	0.00	0.00%	0.00%	20.00%	Within Range
Mortgages	0.00	0.00%	0.00%	5.00%	Within Range
Direct Property	622,432.20	91.57%	25.00%	95.00%	Within Range
Listed Property	0.00	0.00%	0.00%	25.00%	Within Range
Other	0.00	0.00%	0.00%	10.00%	Within Range
	679,724.43				

25/11/2023

To the trustee of the
D & S Linehan Superannuation Fund
7 Beaverdale Place,
Tumbi Umbi, New South Wales, 2261

Dear Trustee,

The Objective and Scope of the Audit

You have requested that we audit the D & S Linehan Superannuation Fund (the Fund):

1. financial report, which comprises the statement of financial position, as at 30/06/2020 and the operating statement for the year then ended and the notes to the financial statements; and
2. compliance during the same period with the requirements of the Superannuation Industry (Supervision) Act 1993 (SISA) and SIS Regulations (SISR) specified in the approved form auditor's report as issued by the ATO, which are sections 17A, 35AE, 35B, 35C(2), 62, 65, 66, 67, 67A, 67B, 82-85, 103, 104, 104A, 109 and 126K of the SISA and regulations 1.06(9A), 4.09, 4.09A, 5.03, 5.08, 6.17, 7.04, 8.02B, 13.12, 13.13, 13.14 and 13.18AA of the SISR.

We are pleased to confirm our acceptance and our understanding of this engagement by means of this letter. Our audit will be conducted pursuant to the SISA with the objective of our expressing an opinion on the financial report and the fund's compliance with the specified requirements of the SISA and SISR.

The Responsibilities of the Auditor

We will conduct our financial audit in accordance with Australian Auditing Standards and our compliance engagement in accordance with applicable Standards on Assurance Engagements, issued by the Auditing and Assurance Standards Board (AUASB). These standards require that we comply with relevant ethical requirements relating to audit and assurance engagements and plan and perform the audit to obtain reasonable assurance whether the financial report is free from material misstatement and that you have complied, in all material respects, with the specified requirements of the SISA and SISR.

The annual audit of the financial reports and records of the Fund must be carried out during and after the end of each year of income. In accordance with section 35C of the SISA, we are required to provide to the trustees of the Fund an auditor's report in the approved form within the prescribed time as set out in the SISR, 28 days after the trustees have provided all documents relevant to the preparation of the auditor's report.

Financial Audit

A financial audit involves performing audit procedures to obtain audit evidence about the amounts and disclosures in the financial report. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial report, whether due to fraud or error. A financial audit also includes evaluating the appropriateness of the financial reporting framework, accounting policies used and the reasonableness of accounting estimates made by the trustees, as well as evaluating the overall presentation of the financial report. Due to the test nature and other inherent limitations of an audit, together with the inherent limitations of any accounting and internal control system, there is an unavoidable risk that even some material misstatements may remain undiscovered.

In making our risk assessments, we consider internal controls relevant to the fund's preparation of the financial report in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the fund's internal controls. However, we expect to provide you with a separate letter concerning any significant deficiencies in the fund's system of accounting and internal controls that come to our attention during the audit of the financial report. This will be in the form of a trustee letter.

Compliance Engagement

A compliance engagement involves performing audit procedures to obtain audit evidence about the fund's compliance with the provisions of the SISA and SISR specified in the ATO's approved form auditor's report.

Our compliance engagement with respect to investments includes determining whether the investments are made for the sole purpose of funding members' retirement, death or disability benefits and whether you have an investment strategy for the fund, which has been reviewed regularly and gives due consideration to risk, return, liquidity, diversification and the insurance needs of members/managers. Our procedures will include testing whether the investments are made for the allowable purposes in accordance with the investment strategy, but not for the purpose of assessing the appropriateness of those investments to the members.

The Responsibilities of the Trustees

We take this opportunity to remind you that it is the responsibility of the trustees to ensure that the fund, at all times, complies with the SISA and SISR as well as any other legislation relevant to the fund. The trustees are also responsible for the preparation and fair presentation of the financial report.

Our auditor's report will explain that the trustees are responsible for the preparation and the fair presentation of the financial report and for determining that the accounting policies used are consistent with the financial reporting requirements of the SMSF's governing rules, comply with the requirements of SISA and SISR and are appropriate to meet the needs of the members. This responsibility includes:

- Establishing and maintaining controls relevant to the preparation of a financial report that is free from misstatement, whether due to fraud or error. The system of accounting and internal control should be adequate in ensuring that all transactions are recorded and that the recorded transactions are valid, accurate, authorised, properly classified and promptly recorded, so as to facilitate the preparation of reliable financial information. This responsibility to maintain adequate internal controls also extends to the Fund's compliance with SIS including any Circulars and Guidelines issued by a relevant regulator to the extent applicable. The internal controls should be sufficient to prevent and/or detect material non-compliance with such legislative requirements.
- Selecting and applying appropriate accounting policies.
- Making accounting estimates that are reasonable in the circumstances; and
- Making available to us all the books of the Funds, including any registers and general documents, minutes and other relevant papers of all Trustee meetings and giving us any information, explanations and assistance we require for the purposes of our audit.

Section 35C(2) of SIS requires that Trustees must give to the auditor any document that the auditor requests in writing within 14 days of the request.

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

Our audit report is prepared for the members of the Fund and we disclaim any assumption of responsibility for any reliance on our report, or on the financial report to which it relates, to any person other than the members of the fund, or for any purpose other than that for which it was prepared.

Independence

We confirm that, to the best of our knowledge and belief, the engagement team meets the current independence requirements of the SISA and SISR including APES 110 *Code of Ethics for Professional Accountants* in relation to the audit of the Fund. In conducting our financial audit and compliance engagement, should we become aware that we have contravened the independence requirements, we shall notify you on a timely basis.

Report on Matters Identified

Under section 129 of the SISA, we are required to report to you in writing, if during the course of, or in connection with, our audit, we become aware of any contravention of the SISA or SISR which we believe has occurred, is occurring or may occur. Furthermore, you should be aware that we are also required to notify the Australian Taxation Office (ATO) of certain contraventions of the SISA and SISR that we become aware of during the audit, which meet the tests stipulated by the ATO, irrespective of the materiality of the contravention or action taken by the trustees to rectify the matter. Finally, under section 130, we are required to report to you and the ATO if we believe the financial position of the Fund may be, or may be about to become unsatisfactory.

You should not assume that any matters reported to you, or that a report that there are no matters to be communicated, indicates that there are no additional matters, or matters that you should be aware of in meeting your responsibilities. The completed audit report may be provided to you as a signed hard copy or a signed electronic version.

Compliance Program

The conduct of our engagement in accordance with Australian Auditing Standards and applicable Standards on Assurance Engagements means that information acquired by us in the course of our engagement is subject to strict confidentiality requirements. Information will not be disclosed by us to other parties except as required or allowed for by law or professional standards, or with your express consent. Our audit files may, however, be subject to review as part of the compliance program of a professional accounting body or the ATO. We advise you that by signing this letter you acknowledge that, if requested, our audit files relating to this audit will be made available under these programs. Should this occur, we will advise you. The same strict confidentiality requirements apply under these programs as apply to us as your auditor.

Limitation of Liability

As a practitioner/firm participating in a scheme approved under the Professional Services Legislation, our liability may be limited under the scheme.

Fees

We look forward to full co-operation with you/your administrator and we trust that you will make available to us whatever records, documentation and other information are requested in connection with our audit.

Our fees, which will be billed as work progresses, are based on the time required by staff members assigned to the engagement plus out-of-pocket expenses. Individual hourly rates vary according to the degree of responsibility involved and the experience and skills required. Our annual audit fee will be revised and agreed upon each year with the Trustee. Any additional services required, that are outside the scope of this engagement, will be billed on a time basis.

If we are required to respond to requests for information from regulators in relation to our engagement as auditor, the Fund will reimburse us at standard billing rates for our professional time and expenses, including reasonable legal fees, incurred in responding to such requests.

We would appreciate if you could sign and return the attached copy of this letter to indicate that it is in accordance with your understanding of the arrangements for our financial audit and compliance engagement of the Fund for the year ended 30/06/2020.

Yours sincerely

Kym Nitschke
100030760

Acknowledged on behalf of the Trustee(s) of the D & S Linehan Superannuation Fund by:

(Signed).....
(dated) / /
Daniel Linehan
D & S Linehan Pty Ltd
Director

(Signed).....
(dated) / /
Sharon Linehan
D & S Linehan Pty Ltd
Director

25 November 2023

Kym Nitschke
PO Box 3376
Rundle Mall, South Australia 5000

Dear Sir/Madam,

**Re: D & S Linehan Superannuation Fund
Trustee Representation Letter**

This representation letter is provided in connection with your audit of the financial report of the D & S Linehan Superannuation Fund (the Fund) and the Fund's compliance with the Superannuation Industry (Supervision) Act 1993 (SISA) and SIS Regulations (SISR), for the year ended 30/06/2020, for the purpose of you expressing an opinion as to whether the financial report is, in all material respects, presented fairly in accordance with the accounting policies adopted by the Fund and the Fund complied, in all material respects, with the relevant requirements of SISA and SISR.

The Trustees have determined that the Fund is not a reporting entity for the year ended 30/06/2020 and that the requirement to apply Australian Accounting Standards and other mandatory reporting requirements do not apply to the Fund. Accordingly, the financial report prepared is a special purpose financial report which is for distribution to members of the Fund and to satisfy the requirements of the SISA and SISR. We acknowledge our responsibility for ensuring that the financial report is in accordance with the accounting policies as selected by ourselves and requirements of the SISA and SISR, and confirm that the financial report is free of material misstatements, including omissions.

We confirm, to the best of our knowledge and belief, the following representations are made to you during your audit.

1. Sole Purpose Test

The Fund is maintained for the sole purpose of providing benefits for each member on their retirement, death, termination of employment or ill-health.

2. Trustees are not disqualified

No disqualified person acts as a director of the trustee company/an individual trustee.

3. Fund's Governing Rules, Trustees' Responsibilities and Fund Conduct

The Fund meets the definition of a self-managed superannuation fund under SISA, including that no member is an employee of another member, unless they are relatives and no trustee/director of the corporate trustee, receives any remuneration for any duties or services performed by the trustee/director in relation to the fund.

The Fund has been conducted in accordance with its governing rules at all times during the year and there were no amendments to the governing rules during the year, except as notified to you.

The Trustees have complied with all aspects of the trustee requirements of the SISA and SISR.

The Trustees are not subject to any contract or obligation which would prevent or hinder the Trustees in properly executing their functions and powers.

The Fund has been conducted in accordance with the SISA, the SISR and the governing rules of the Fund.

The Fund has complied with the requirements of the SISA and SISR specified in the approved form auditor's report as issued by the ATO, which are sections 17A, 35AE, 35B, 35C(2), 62, 65, 66, 67, 67A, 67B, 82-85, 103, 104A, 105, 109 and 126K of the SISA and regulations 1.06(9A), 4.09, 4.09A, 5.03, 5.08, 6.17, 7.04, 8.02B, 13.12, 13.13, 13.14 and 13.18AA of the SISR.

All contributions accepted and benefits paid have been in accordance with the governing rules of the Fund and relevant provisions of the SISA and SISR.

There have been no communications from regulatory agencies concerning non-compliance with, or deficiencies in, financial reporting practices that could have a material effect on the financial report *or we have disclosed to you all known instances of non-compliance or suspected non-compliance with laws and regulations whose effects should be considered when preparing the financial report and the Auditor's/actuary contravention report.*

4. Investment Strategy

The investment strategy has been determined and reviewed with due regard to risk, including recoverability of investments, return, liquidity, diversity and the insurance needs of Fund members, and the assets of the Fund are in line with this strategy.

5. Accounting Policies

All the significant accounting policies of the Fund are adequately described in the Financial Report and the Notes attached thereto. These policies are consistent with the policies adopted last year.

6. Fund Books and Records

All transactions have been recorded in the accounting records and are reflected in the financial report. We have made available to you all financial records and related data, other information, explanations and assistance necessary for the conduct of the audit; and minutes of all meetings of the Trustees.

We acknowledge our responsibility for the design and implementation of internal controls to prevent and detect error and fraud. We have established and maintained an adequate internal control structure to facilitate the preparation of reliable financial reports, and adequate financial records have been maintained. There are no material transactions that have not been properly recorded in the accounting records underlying the financial report.

We have disclosed to you the results of our assessment of the risk that the financial report may be materially misstated as a result of fraud. We have disclosed to you all information in relation to fraud or suspected fraud that we are aware of and that affects the Fund and involves the Trustees or others.

In instances where the fund uses a custodian, we confirm we have not been advised of any fraud, non-compliance with laws and regulations or uncorrected misstatements that would affect the financial report of the fund.

Information retention obligations have been complied with, including:

- Accounting records and financial reports are being kept for five (5) years,
- Minutes and records of trustees'/directors of the corporate trustee meetings/decisions are being kept for ten (10) years;
- Records of trustees'/directors of the corporate trustees' changes and trustees' consents are being kept for at least ten (10) years;
- Copies of all member or beneficiary reports are being kept for ten (10) years; and
- Trustee declarations in the approved form have been signed and are being kept for each Trustee appointed after 30 June 2007.

7. Fraud, error and non-compliance

There have been no:

- a) Frauds, error or non-compliance with laws and regulations involving management or employees who have a significant role in the internal control structure that could have a material effect on the financial report.
- b) Communications from regulatory agencies concerning non-compliance with, or deficiencies in, financial reporting practices that could have a material effect on the financial report.
- c) Violations or possible violations of laws or regulations whose effects should have been considered for disclosure in the financial report or as a basis for recording an expense.

8. Asset Form and Valuation

The assets of the Fund are being held in a form suitable for the benefit of the Members of the Fund, and are in accordance with our investment strategy.

Investments are carried in the books at their net market value. Such amounts are considered reasonable in light of present circumstances.

We have no plans or intentions that may materially affect the carrying values, or classification, of assets and liabilities.

We have assessed their recoverability and we are comfortable that the fund will be able, if needed, to realise these assets.

There are no commitments, fixed or contingent, for the purchase or sale of long term investments.

9. Safeguarding Assets

We have considered the importance of safeguarding the assets of the fund, and we confirm we have the following procedures in place to achieve this:

- Authorised signatories on bank and investment accounts are regularly reviewed and considered appropriate; and
- Tangible assets are, where appropriate, adequately insured and appropriately stored.

10. Significant Assumptions

We believe that significant assumptions used by us in making accounting estimates are reasonable.

11. Ownership and Pledging of Assets

The Fund has satisfactory title to all assets appearing in the Statement of Financial Position. All investments are registered in the name of the Fund, where possible, and are in the custody of the respective Trustee.

There are no liens or encumbrances on any assets or benefits and no assets, benefits or interests in the Fund have been pledged or assigned to secure liabilities of others.

All assets of the Fund are held separately from the assets of the members, employers and the Trustees. All assets are acquired, maintained and disposed of on an arm's length basis and appropriate action is taken to protect the assets of the Fund.

12. Payment of benefits

Benefits have been calculated and provided to members in accordance with the provisions of the Fund's governing rules and the relevant legislation.

The Trustee has revalued Member/s benefits to market value just prior to paying out a portion or all of a member's account balance.

13. Related Parties

We have disclosed to you the identity of the Fund's related parties and all related party transactions and relationships. Related party transactions and related amounts receivable have been properly recorded or disclosed in the financial report.

[Delete this paragraph if not applicable]

Acquisitions from, loans to, leasing of assets to and investments in related parties have not exceeded the in-house asset restrictions in the SISA at the time of investment, acquisition or at year end.

The Fund has not made any loans or provided financial assistance to members of the Fund or their relatives.

If the Fund owns residential property the members of the Fund or associates or other related parties do not lease, or use the property for personal use.

14. Acquisitions from related parties

No assets have been acquired by the Fund from members or associates or other related parties of the Fund other than those assets specifically exempted by Section 66 of SISA.

15. Borrowings

The Fund has not borrowed money or maintained any borrowings during the period, with the exception of borrowings which were allowable under SISA.

16. Subsequent Events

No events or transactions have occurred since the date of the financial report, or are pending, which would have a significant adverse effect on the Fund's financial position at that date, or which are of such significance in relation to the Fund as to require mention in the notes to the Financial Statements in order to ensure they are not misleading as to the financial position of the Fund or its operations.

17. Outstanding Legal Action

[Delete this paragraph if not applicable]

We confirm that you have been advised of all significant legal matters, and that all known actual or possible litigation and claims have been adequately accounted for, and been appropriately disclosed in the financial report. There have been no communications from the ATO concerning a contravention of the SISA or SISR which has occurred, is occurring or is about to occur.

18. Going Concern

We confirm we have no knowledge of any event or conditions that would cast significant doubt on the fund's ability to continue as a going concern.

19. Residency

The Trustees declare that the Fund was a resident Australian superannuation fund at all times during the year of income.

20. Investment Returns

Investment returns of the Fund have been allocated to members in a manner that is fair and reasonable.

21. Insurance

Where the Fund has taken out a life insurance policy on behalf of a member, the Trustee confirms that the Fund is the beneficial owner.

The Trustee also confirms that the Fund has not purchased a policy over the life of a member, where the purchase is a condition and consequence of a buy-sell agreement the member has entered into with another individual.

22. Limiting powers of Trustees

The Trustees have not entered into a contract or done anything else, that would prevent the Trustees from, or hinder the Trustees in, properly performing or exercising the Trustees' functions and powers.

23. Collectables and Personal Use Assets

If the Trustees own collectables and/or personal use assets these assets are not being used for personal use.

24. Uncorrected misstatements

We believe the effects of those uncorrected financial report misstatements aggregated by the auditor during the audit are immaterial, both individually and in aggregate, to the financial report taken as a whole. A summary of such items is attached.

25. Additional Matters

Include any additional matters relevant to the particular circumstances of the audit, for example:

- The work of an expert has been used; or
- Justification for a change in accounting policy

We understand that your examination was made in accordance with Australian Auditing Standards and applicable Standards on Assurance Engagements and was, therefore, designed primarily for the purpose of expressing an opinion on the financial report of the Fund taken as a whole, and on the compliance of the Fund with specified requirements of SISA and SISR, and that your tests of the financial and compliance records and other auditing procedures were limited to those which you considered necessary for that purpose.

Yours sincerely,
For and on behalf of the Trustee(s)

.....
Daniel Linehan
D & S Linehan Pty Ltd
Director
25 November 2023

.....
Sharon Linehan
D & S Linehan Pty Ltd
Director
25 November 2023

Minutes of a meeting of the Director(s)

held on 25 November 2023 at 7 Beaverdale Place, Tumbi Umbi, New South Wales 2261



PRESENT:	Daniel Linehan and Sharon Linehan
MINUTES:	The Chair reported that the minutes of the previous meeting had been signed as a true record.
FINANCIAL STATEMENTS OF SUPERANNUATION FUND:	<p>It was resolved that the financial statements would be prepared as special purpose financial statements as, in the opinion of the directors of the Trustee Company, the Superannuation Fund is not a reporting entity and therefore is not required to comply with all Australian Accounting Standards.</p> <p>The Chair tabled the financial statements and notes to the financial statements of the Superannuation Fund in respect of the year ended 30 June 2020 and it was resolved that such statements be and are hereby adopted as tabled.</p>
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 2020, it was resolved that the annual return be approved, signed and lodged with the Australian Taxation Office.
TRUST DEED:	The Chair tabled advice received from the Fund's legal adviser confirming that the fund's trust deed is consistent with all relevant superannuation and trust law.
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.
INSURANCE COVER:	The trustee(s) reviewed the current life and total and permanent disability insurance coverage on offer to the members and resolved that the current insurance arrangements were appropriate for the Fund.
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 ACQUISITIONS:	It was resolved to ratify the investment acquisitions throughout the financial year ended 30 June 2020.
AUDITORS:	<p>It was resolved that</p> <p>Kym Nitschke</p> <p>of</p> <p>PO Box 3376, Rundle Mall, South Australia 5000</p> <p>act as auditors of the Fund for the next financial year.</p>
TAX AGENTS:	<p>It was resolved that</p> <p>Brendan Curran</p> <p>act as tax agents of the Fund for the next financial year.</p>

Minutes of a meeting of the Director(s)

held on 25 November 2023 at 7 Beaverdale Place, Tumbi Umbi, New South Wales 2261



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.

CLOSURE:

All resolutions for this meeting were made in accordance with the SISA and Regulations.

There being no further business the meeting then closed.

Signed as a true record –

.....

Daniel Linehan

Chairperson

D & S Linehan Superannuation Fund

Trial Balance

As at 30 June 2020



Last Year	Code	Account Name	Units	Debits	Credits
				\$	\$
	23800	Distributions Received			
(13,397.60)	23800/DANS01	Dansha Investments Unit Trust			17,256.89
	24200	Contributions			
(22,515.13)	24200/LINDAN00001A	(Contributions) Linehan, Daniel - Accumulation			24,996.99
(24,985.00)	24200/LINSHA00001A	(Contributions) Linehan, Sharon - Accumulation			24,985.00
(161,489.90)	24700	Changes in Market Values of Investments			65,125.72
	25000	Interest Received			
(896.36)	25000/MBL6292	Macquarie Cash Management Account #6292			228.34
53.00	30800	ASIC Fees		54.00	
2,200.00	33500	Establishment Fees			
9,261.00	48500	Income Tax Expense		10,111.65	
211,769.99	49000	Profit/Loss Allocation Account		122,427.29	
	50010	Opening Balance			
(243,079.14)	50010/LINDAN00001A	(Opening Balance) Linehan, Daniel - Accumulation			367,881.95
(147,323.94)	50010/LINSHA00001A	(Opening Balance) Linehan, Sharon - Accumulation			234,291.12
	52420	Contributions			
(22,515.13)	52420/LINDAN00001A	(Contributions) Linehan, Daniel - Accumulation			24,996.99
(24,985.00)	52420/LINSHA00001A	(Contributions) Linehan, Sharon - Accumulation			24,985.00
	53100	Share of Profit/(Loss)			
(106,981.78)	53100/LINDAN00001A	(Share of Profit/(Loss)) Linehan, Daniel - Accumulation			49,476.38
(66,549.08)	53100/LINSHA00001A	(Share of Profit/(Loss)) Linehan, Sharon - Accumulation			33,080.57
	53330	Income Tax			
1,316.83	53330/LINDAN00001A	(Income Tax) Linehan, Daniel - Accumulation		1,566.76	
819.15	53330/LINSHA00001A	(Income Tax) Linehan, Sharon - Accumulation		1,047.56	
	53800	Contributions Tax			
3,377.27	53800/LINDAN00001A	(Contributions Tax) Linehan, Daniel - Accumulation		3,749.58	
3,747.75	53800/LINSHA00001A	(Contributions Tax) Linehan, Sharon - Accumulation		3,747.75	
	60400	Bank Accounts			
87,823.48	60400/MBL6292	Macquarie Cash Management Account #6292		33,108.81	
	61800	Distributions Receivable			
30,985.40	61800/DANS01	Dansha Investments Unit Trust		48,242.29	
	78400	Units in Unlisted Unit Trusts (Australian)			

D & S Linehan Superannuation Fund

Trial Balance

As at 30 June 2020



Last Year	Code	Account Name	Units	Debits	Credits
				\$	\$
486,489.90	78400/DANS01	Dansha Investments Unit Trust	420,000.0000	646,615.62	
(640.71)	85000	Income Tax Payable/Refundable			904.36
(2,485.00)	86000	PAYG Payable			2,462.00
				870,671.31	870,671.31

Current Year Profit/(Loss): 132,538.94

D & S Linehan Superannuation Fund

General Ledger



As at 30 June 2020

Transaction Date	Description	Units	Debit	Credit	Balance \$
Distributions Received (23800)					
<u>Dansha Investments Unit Trust (DANS01)</u>					
30/06/2020	Distribution receivable			17,256.89	17,256.89 CR
30/06/2020	DANS01 - Dansha Investments Unit Trust - Custom Tax Data - 30/6/2020				17,256.89 CR
			0.00	17,256.89	17,256.89 CR
Contributions (24200)					
<u>(Contributions) Linehan, Daniel - Accumulation (LINDAN00001A)</u>					
12/07/2019	Deposit QUICKSUPER QUICKSPR2473897282			517.38	517.38 CR
26/07/2019	Deposit QUICKSUPER QUICKSPR2483587574			218.85	736.23 CR
09/08/2019	Deposit QUICKSUPER QUICKSPR2493589820			184.72	920.95 CR
23/08/2019	Deposit QUICKSUPER QUICKSPR2503637616			432.98	1,353.93 CR
06/09/2019	Deposit QUICKSUPER QUICKSPR2513774828			369.46	1,723.39 CR
20/09/2019	Deposit QUICKSUPER QUICKSPR2524124538			442.17	2,165.56 CR
04/10/2019	Deposit QUICKSUPER QUICKSPR2534315111			383.21	2,548.77 CR
18/10/2019	Deposit QUICKSUPER QUICKSPR2544644118			261.36	2,810.13 CR
01/11/2019	Deposit QUICKSUPER QUICKSPR2555303432			176.99	2,987.12 CR
15/11/2019	Deposit QUICKSUPER QUICKSPR2566450383			153.32	3,140.44 CR
29/11/2019	Deposit QUICKSUPER QUICKSPR2577427499			239.79	3,380.23 CR
13/12/2019	Deposit QUICKSUPER QUICKSPR2588816419			292.65	3,672.88 CR
27/12/2019	Deposit QUICKSUPER QUICKSPR2597950211			196.56	3,869.44 CR
10/01/2020	Deposit QUICKSUPER QUICKSPR2607841541			153.32	4,022.76 CR
24/01/2020	Deposit QUICKSUPER QUICKSPR2618465883			153.32	4,176.08 CR
07/02/2020	Deposit QUICKSUPER QUICKSPR2628893781			153.32	4,329.40 CR
21/02/2020	Deposit QUICKSUPER QUICKSPR2639936645			153.32	4,482.72 CR
06/03/2020	Deposit QUICKSUPER QUICKSPR2651177337			365.57	4,848.29 CR
20/03/2020	Deposit QUICKSUPER QUICKSPR2661970208			365.57	5,213.86 CR
01/04/2020	BPAY BPAY DEPOSIT			13,015.00	18,228.86 CR
03/04/2020	Deposit QUICKSUPER QUICKSPR2670616674			397.00	18,625.86 CR
17/04/2020	Deposit QUICKSUPER QUICKSPR2678226585			397.02	19,022.88 CR
01/05/2020	Deposit QUICKSUPER QUICKSPR2686239923			275.17	19,298.05 CR
15/05/2020	Deposit QUICKSUPER QUICKSPR2694669736			243.72	19,541.77 CR
29/05/2020	Deposit QUICKSUPER QUICKSPR2703135132			334.13	19,875.90 CR
12/06/2020	Deposit QUICKSUPER QUICKSPR2711862190			286.96	20,162.86 CR
24/06/2020	BPAY BPAY DEPOSIT			4,500.00	24,662.86 CR
26/06/2020	Deposit QUICKSUPER QUICKSPR2721346034			334.13	24,996.99 CR
				24,996.99	24,996.99 CR
<u>(Contributions) Linehan, Sharon - Accumulation (LINSHA00001A)</u>					

D & S Linehan Superannuation Fund

General Ledger



As at 30 June 2020

Transaction Date	Description	Units	Debit	Credit	Balance \$
01/07/2019	BPAY BPAY DEPOSIT			3,000.00	3,000.00 CR
30/09/2019	BPAY BPAY DEPOSIT			20,000.00	23,000.00 CR
01/04/2020	BPAY BPAY DEPOSIT			1,985.00	24,985.00 CR
				24,985.00	24,985.00 CR
Changes in Market Values of Investments (24700)					
<u>Changes in Market Values of Investments (24700)</u>					
30/06/2020	Revaluation - 30/06/2020 @ \$1.539561 (Custom Firm (NAV)) - 420,000.000000 Units on hand (DANS01)			65,125.72	65,125.72 CR
				65,125.72	65,125.72 CR
Interest Received (25000)					
<u>Macquarie Cash Management Account #6292 (MBL6292)</u>					
31/07/2019	Interest MACQUARIE CMA INTEREST PAID			59.83	59.83 CR
30/08/2019	Interest MACQUARIE CMA INTEREST PAID'			57.33	117.16 CR
30/09/2019	Interest MACQUARIE CMA INTEREST PAID*			56.55	173.71 CR
31/10/2019	Interest MACQUARIE CMA INTEREST PAID"			31.33	205.04 CR
29/11/2019	Interest MACQUARIE CMA INTEREST PAID			4.17	209.21 CR
31/12/2019	Interest MACQUARIE CMA INTEREST PAID			4.51	213.72 CR
31/01/2020	Interest MACQUARIE CMA INTEREST PAID			4.66	218.38 CR
28/02/2020	Interest MACQUARIE CMA INTEREST PAID*			4.32	222.70 CR
31/03/2020	Interest MACQUARIE CMA INTEREST PAID			2.03	224.73 CR
30/04/2020	Interest MACQUARIE CMA INTEREST PAID*			1.19	225.92 CR
29/05/2020	Interest MACQUARIE CMA INTEREST PAID*			1.19	227.11 CR
30/06/2020	Interest MACQUARIE CMA INTEREST PAID*			1.23	228.34 CR
				228.34	228.34 CR
ASIC Fees (30800)					
<u>ASIC Fees (30800)</u>					
01/10/2019	BPAY BPAY TO ASIC		54.00		54.00 DR
			54.00		54.00 DR
Income Tax Expense (48500)					
<u>Income Tax Expense (48500)</u>					
30/06/2020	Create Entries - Income Tax Expense - 30/06/2020		10,111.65		10,111.65 DR
			10,111.65		10,111.65 DR
Profit/Loss Allocation Account (49000)					
<u>Profit/Loss Allocation Account (49000)</u>					
01/07/2019	System Member Journals		2,550.00		2,550.00 DR
12/07/2019	System Member Journals		439.77		2,989.77 DR
26/07/2019	System Member Journals		186.02		3,175.79 DR
09/08/2019	System Member Journals		157.01		3,332.80 DR
23/08/2019	System Member Journals		368.03		3,700.83 DR
06/09/2019	System Member Journals		314.04		4,014.87 DR

D & S Linehan Superannuation Fund

General Ledger



As at 30 June 2020

Transaction Date	Description	Units	Debit	Credit	Balance \$
20/09/2019	System Member Journals		375.84		4,390.71 DR
30/09/2019	System Member Journals		17,000.00		21,390.71 DR
04/10/2019	System Member Journals		325.73		21,716.44 DR
18/10/2019	System Member Journals		222.16		21,938.60 DR
01/11/2019	System Member Journals		150.44		22,089.04 DR
15/11/2019	System Member Journals		130.32		22,219.36 DR
29/11/2019	System Member Journals		203.82		22,423.18 DR
13/12/2019	System Member Journals		248.75		22,671.93 DR
27/12/2019	System Member Journals		167.08		22,839.01 DR
10/01/2020	System Member Journals		130.32		22,969.33 DR
24/01/2020	System Member Journals		130.32		23,099.65 DR
07/02/2020	System Member Journals		130.32		23,229.97 DR
21/02/2020	System Member Journals		130.32		23,360.29 DR
06/03/2020	System Member Journals		310.73		23,671.02 DR
20/03/2020	System Member Journals		310.73		23,981.75 DR
01/04/2020	System Member Journals		1,687.25		25,669.00 DR
01/04/2020	System Member Journals		11,062.75		36,731.75 DR
03/04/2020	System Member Journals		337.45		37,069.20 DR
17/04/2020	System Member Journals		337.47		37,406.67 DR
01/05/2020	System Member Journals		233.89		37,640.56 DR
15/05/2020	System Member Journals		207.16		37,847.72 DR
29/05/2020	System Member Journals		284.01		38,131.73 DR
12/06/2020	System Member Journals		243.92		38,375.65 DR
24/06/2020	System Member Journals		3,825.00		42,200.65 DR
26/06/2020	System Member Journals		284.01		42,484.66 DR
30/06/2020	Create Entries - Profit/Loss Allocation - 30/06/2020		49,476.38		91,961.04 DR
30/06/2020	Create Entries - Profit/Loss Allocation - 30/06/2020		33,080.57		125,041.61 DR
30/06/2020	Create Entries - Income Tax Expense Allocation - 30/06/2020			1,566.76	123,474.85 DR
30/06/2020	Create Entries - Income Tax Expense Allocation - 30/06/2020			1,047.56	122,427.29 DR
			125,041.61	2,614.32	122,427.29 DR

Opening Balance (50010)

(Opening Balance) Linehan, Daniel - Accumulation (LINDAN00001A)

01/07/2019	Opening Balance				243,079.14 CR
01/07/2019	Close Period Journal			124,802.81	367,881.95 CR
				124,802.81	367,881.95 CR

(Opening Balance) Linehan, Sharon - Accumulation (LINSHA00001A)

01/07/2019	Opening Balance				147,323.94 CR
01/07/2019	Close Period Journal			86,967.18	234,291.12 CR
				86,967.18	234,291.12 CR

Contributions (52420)

(Contributions) Linehan, Daniel - Accumulation (LINDAN00001A)

01/07/2019	Opening Balance				22,515.13 CR
01/07/2019	Close Period Journal		22,515.13		0.00 DR
12/07/2019	System Member Journals			517.38	517.38 CR
26/07/2019	System Member Journals			218.85	736.23 CR

D & S Linehan Superannuation Fund

General Ledger



As at 30 June 2020

Transaction Date	Description	Units	Debit	Credit	Balance \$
09/08/2019	System Member Journals			184.72	920.95 CR
23/08/2019	System Member Journals			432.98	1,353.93 CR
06/09/2019	System Member Journals			369.46	1,723.39 CR
20/09/2019	System Member Journals			442.17	2,165.56 CR
04/10/2019	System Member Journals			383.21	2,548.77 CR
18/10/2019	System Member Journals			261.36	2,810.13 CR
01/11/2019	System Member Journals			176.99	2,987.12 CR
15/11/2019	System Member Journals			153.32	3,140.44 CR
29/11/2019	System Member Journals			239.79	3,380.23 CR
13/12/2019	System Member Journals			292.65	3,672.88 CR
27/12/2019	System Member Journals			196.56	3,869.44 CR
10/01/2020	System Member Journals			153.32	4,022.76 CR
24/01/2020	System Member Journals			153.32	4,176.08 CR
07/02/2020	System Member Journals			153.32	4,329.40 CR
21/02/2020	System Member Journals			153.32	4,482.72 CR
06/03/2020	System Member Journals			365.57	4,848.29 CR
20/03/2020	System Member Journals			365.57	5,213.86 CR
01/04/2020	System Member Journals			13,015.00	18,228.86 CR
03/04/2020	System Member Journals			397.00	18,625.86 CR
17/04/2020	System Member Journals			397.02	19,022.88 CR
01/05/2020	System Member Journals			275.17	19,298.05 CR
15/05/2020	System Member Journals			243.72	19,541.77 CR
29/05/2020	System Member Journals			334.13	19,875.90 CR
12/06/2020	System Member Journals			286.96	20,162.86 CR
24/06/2020	System Member Journals			4,500.00	24,662.86 CR
26/06/2020	System Member Journals			334.13	24,996.99 CR
			22,515.13	24,996.99	24,996.99 CR
<u>(Contributions) Linehan, Sharon - Accumulation (LINSHA00001A)</u>					
01/07/2019	Opening Balance				24,985.00 CR
01/07/2019	System Member Journals			3,000.00	27,985.00 CR
01/07/2019	Close Period Journal		24,985.00		3,000.00 CR
30/09/2019	System Member Journals			20,000.00	23,000.00 CR
01/04/2020	System Member Journals			1,985.00	24,985.00 CR
			24,985.00	24,985.00	24,985.00 CR
Share of Profit/(Loss) (53100)					
<u>(Share of Profit/(Loss)) Linehan, Daniel - Accumulation (LINDAN00001A)</u>					
01/07/2019	Opening Balance				106,981.78 CR
01/07/2019	Close Period Journal		106,981.78		0.00 DR
30/06/2020	Create Entries - Profit/Loss Allocation - 30/06/2020			49,476.38	49,476.38 CR
			106,981.78	49,476.38	49,476.38 CR
<u>(Share of Profit/(Loss)) Linehan, Sharon - Accumulation (LINSHA00001A)</u>					
01/07/2019	Opening Balance				66,549.08 CR
01/07/2019	Close Period Journal		66,549.08		0.00 DR
30/06/2020	Create Entries - Profit/Loss Allocation - 30/06/2020			33,080.57	33,080.57 CR
			66,549.08	33,080.57	33,080.57 CR

D & S Linehan Superannuation Fund

General Ledger



As at 30 June 2020

Transaction Date	Description	Units	Debit	Credit	Balance \$
Income Tax (53330)					
<u>(Income Tax) Linehan, Daniel - Accumulation (LINDAN00001A)</u>					
01/07/2019	Opening Balance				1,316.83 DR
01/07/2019	Close Period Journal			1,316.83	0.00 DR
30/06/2020	Create Entries - Income Tax Expense Allocation - 30/06/2020		1,566.76		1,566.76 DR
			1,566.76	1,316.83	1,566.76 DR
<u>(Income Tax) Linehan, Sharon - Accumulation (LINSHA00001A)</u>					
01/07/2019	Opening Balance				819.15 DR
01/07/2019	Close Period Journal			819.15	0.00 DR
30/06/2020	Create Entries - Income Tax Expense Allocation - 30/06/2020		1,047.56		1,047.56 DR
			1,047.56	819.15	1,047.56 DR
Contributions Tax (53800)					
<u>(Contributions Tax) Linehan, Daniel - Accumulation (LINDAN00001A)</u>					
01/07/2019	Opening Balance				3,377.27 DR
01/07/2019	Close Period Journal			3,377.27	0.00 DR
12/07/2019	System Member Journals		77.61		77.61 DR
26/07/2019	System Member Journals		32.83		110.44 DR
09/08/2019	System Member Journals		27.71		138.15 DR
23/08/2019	System Member Journals		64.95		203.10 DR
06/09/2019	System Member Journals		55.42		258.52 DR
20/09/2019	System Member Journals		66.33		324.85 DR
04/10/2019	System Member Journals		57.48		382.33 DR
18/10/2019	System Member Journals		39.20		421.53 DR
01/11/2019	System Member Journals		26.55		448.08 DR
15/11/2019	System Member Journals		23.00		471.08 DR
29/11/2019	System Member Journals		35.97		507.05 DR
13/12/2019	System Member Journals		43.90		550.95 DR
27/12/2019	System Member Journals		29.48		580.43 DR
10/01/2020	System Member Journals		23.00		603.43 DR
24/01/2020	System Member Journals		23.00		626.43 DR
07/02/2020	System Member Journals		23.00		649.43 DR
21/02/2020	System Member Journals		23.00		672.43 DR
06/03/2020	System Member Journals		54.84		727.27 DR
20/03/2020	System Member Journals		54.84		782.11 DR
01/04/2020	System Member Journals		1,952.25		2,734.36 DR
03/04/2020	System Member Journals		59.55		2,793.91 DR
17/04/2020	System Member Journals		59.55		2,853.46 DR
01/05/2020	System Member Journals		41.28		2,894.74 DR
15/05/2020	System Member Journals		36.56		2,931.30 DR
29/05/2020	System Member Journals		50.12		2,981.42 DR
12/06/2020	System Member Journals		43.04		3,024.46 DR
24/06/2020	System Member Journals		675.00		3,699.46 DR
26/06/2020	System Member Journals		50.12		3,749.58 DR
			3,749.58	3,377.27	3,749.58 DR
<u>(Contributions Tax) Linehan, Sharon - Accumulation (LINSHA00001A)</u>					

D & S Linehan Superannuation Fund

General Ledger



As at 30 June 2020

Transaction Date	Description	Units	Debit	Credit	Balance \$
01/07/2019	Opening Balance				3,747.75 DR
01/07/2019	System Member Journals		450.00		4,197.75 DR
01/07/2019	Close Period Journal			3,747.75	450.00 DR
30/09/2019	System Member Journals		3,000.00		3,450.00 DR
01/04/2020	System Member Journals		297.75		3,747.75 DR
			3,747.75	3,747.75	3,747.75 DR

Bank Accounts (60400)

Macquarie Cash Management Account #6292 (MBL6292)

01/07/2019	Opening Balance				87,823.48 DR
01/07/2019	BPAY BPAY DEPOSIT		3,000.00		90,823.48 DR
12/07/2019	BPAY BPAY TO TAX OFFICE PAYMENTS			2,485.00	88,338.48 DR
12/07/2019	Deposit QUICKSUPER QUICKSPR2473897282		517.38		88,855.86 DR
26/07/2019	Deposit QUICKSUPER QUICKSPR2483587574		218.85		89,074.71 DR
31/07/2019	Interest MACQUARIE CMA INTEREST PAID		59.83		89,134.54 DR
09/08/2019	Deposit QUICKSUPER QUICKSPR2493589820		184.72		89,319.26 DR
23/08/2019	Deposit QUICKSUPER QUICKSPR2503637616		432.98		89,752.24 DR
30/08/2019	Interest MACQUARIE CMA INTEREST PAID'		57.33		89,809.57 DR
06/09/2019	Deposit QUICKSUPER QUICKSPR2513774828		369.46		90,179.03 DR
20/09/2019	Deposit QUICKSUPER QUICKSPR2524124538		442.17		90,621.20 DR
30/09/2019	Interest MACQUARIE CMA INTEREST PAID*		56.55		90,677.75 DR
30/09/2019	BPAY BPAY DEPOSIT		20,000.00		110,677.75 DR
01/10/2019	BPAY BPAY TO ASIC			54.00	110,623.75 DR
04/10/2019	Deposit QUICKSUPER QUICKSPR2534315111		383.21		111,006.96 DR
18/10/2019	Deposit QUICKSUPER QUICKSPR2544644118		261.36		111,268.32 DR
18/10/2019	Funds transfer TRANSACT FUNDS TFR TO DANSHA INVESTMENTS			95,000.00	16,268.32 DR
22/10/2019	BPAY BPAY TO TAX OFFICE PAYMENTS			2,462.00	13,806.32 DR
31/10/2019	Interest MACQUARIE CMA INTEREST PAID"		31.33		13,837.65 DR
01/11/2019	Deposit QUICKSUPER QUICKSPR2555303432		176.99		14,014.64 DR
15/11/2019	Deposit QUICKSUPER QUICKSPR2566450383		153.32		14,167.96 DR
29/11/2019	Interest MACQUARIE CMA INTEREST PAID		4.17		14,172.13 DR
29/11/2019	Deposit QUICKSUPER QUICKSPR2577427499		239.79		14,411.92 DR
13/12/2019	Deposit QUICKSUPER QUICKSPR2588816419		292.65		14,704.57 DR
27/12/2019	Deposit QUICKSUPER QUICKSPR2597950211		196.56		14,901.13 DR
31/12/2019	Interest MACQUARIE CMA INTEREST PAID		4.51		14,905.64 DR
10/01/2020	Deposit QUICKSUPER QUICKSPR2607841541		153.32		15,058.96 DR
24/01/2020	Deposit QUICKSUPER QUICKSPR2618465883		153.32		15,212.28 DR
31/01/2020	Interest MACQUARIE CMA INTEREST PAID		4.66		15,216.94 DR
07/02/2020	Deposit QUICKSUPER QUICKSPR2628893781		153.32		15,370.26 DR

D & S Linehan Superannuation Fund

General Ledger



As at 30 June 2020

Transaction Date	Description	Units	Debit	Credit	Balance \$
21/02/2020	Deposit QUICKSUPER QUICKSPR2639936645		153.32		15,523.58 DR
24/02/2020	BPAY BPAY TO TAX OFFICE PAYMENTS			2,462.00	13,061.58 DR
28/02/2020	Interest MACQUARIE CMA INTEREST PAID*		4.32		13,065.90 DR
06/03/2020	Deposit QUICKSUPER QUICKSPR2651177337		365.57		13,431.47 DR
20/03/2020	Deposit QUICKSUPER QUICKSPR2661970208		365.57		13,797.04 DR
31/03/2020	Interest MACQUARIE CMA INTEREST PAID		2.03		13,799.07 DR
01/04/2020	BPAY BPAY DEPOSIT		15,000.00		28,799.07 DR
03/04/2020	Deposit QUICKSUPER QUICKSPR2670616674		397.00		29,196.07 DR
17/04/2020	Deposit QUICKSUPER QUICKSPR2678226585		397.02		29,593.09 DR
23/04/2020	BPAY BPAY TO TAX OFFICE PAYMENTS			2,462.00	27,131.09 DR
30/04/2020	Interest MACQUARIE CMA INTEREST PAID*		1.19		27,132.28 DR
01/05/2020	Deposit QUICKSUPER QUICKSPR2686239923		275.17		27,407.45 DR
15/05/2020	Deposit QUICKSUPER QUICKSPR2694669736		243.72		27,651.17 DR
29/05/2020	Interest MACQUARIE CMA INTEREST PAID*		1.19		27,652.36 DR
29/05/2020	Deposit QUICKSUPER QUICKSPR2703135132		334.13		27,986.49 DR
12/06/2020	Deposit QUICKSUPER QUICKSPR2711862190		286.96		28,273.45 DR
24/06/2020	BPAY BPAY DEPOSIT		4,500.00		32,773.45 DR
26/06/2020	Deposit QUICKSUPER QUICKSPR2721346034		334.13		33,107.58 DR
30/06/2020	Interest MACQUARIE CMA INTEREST PAID*		1.23		33,108.81 DR
			50,210.33	104,925.00	33,108.81 DR
Distributions Receivable (61800)					
<u>Dansha Investments Unit Trust (DANS01)</u>					
01/07/2019	Opening Balance				30,985.40 DR
30/06/2020	Distribution receivable		17,256.89		48,242.29 DR
			17,256.89		48,242.29 DR
Units in Unlisted Unit Trusts (Australian) (78400)					
<u>Dansha Investments Unit Trust (DANS01)</u>					
01/07/2019	Opening Balance	325,000.00			486,489.90 DR
18/10/2019	Funds transfer TRANSACT FUNDS TFR TO DANSHA INVESTMENTS	95,000.00	95,000.00		581,489.90 DR
30/06/2020	Revaluation - 30/06/2020 @ \$1.539561 (Custom Firm (NAV)) - 420,000.000000 Units on hand		65,125.72		646,615.62 DR
		420,000.00	160,125.72		646,615.62 DR
Income Tax Payable/Refundable (85000)					
<u>Income Tax Payable/Refundable (85000)</u>					
01/07/2019	Opening Balance				640.71 CR
22/10/2019	BPAY BPAY TO TAX OFFICE PAYMENTS		2,462.00		1,821.29 DR
24/02/2020	BPAY BPAY TO TAX OFFICE PAYMENTS		2,462.00		4,283.29 DR
23/04/2020	BPAY BPAY TO TAX OFFICE PAYMENTS		2,462.00		6,745.29 DR
30/06/2020	Jun20 PAYG Tax Instalments		2,462.00		9,207.29 DR
30/06/2020	Create Entries - Income Tax Expense - 30/06/2020			10,111.65	904.36 CR

D & S Linehan Superannuation Fund
General Ledger



As at 30 June 2020

Transaction Date	Description	Units	Debit	Credit	Balance \$
			9,848.00	10,111.65	904.36 CR
PAYG Payable (86000)					
<u>PAYG Payable (86000)</u>					
01/07/2019	Opening Balance				2,485.00 CR
12/07/2019	BPAY BPAY TO TAX OFFICE PAYMENTS		2,485.00		0.00 DR
30/06/2020	Jun20 PAYG Tax Instalments			2,462.00	2,462.00 CR
			2,485.00	2,462.00	2,462.00 CR

Total Debits: 606,275.84

Total Credits: 606,275.84

D - Pension Documentation

2020 Financial Year

Preparer Rachel Barrett

Reviewer Brendan Curran

Status N/A - Not Applicable

Supporting Documents

- Transfer Balance Account Summary [Report](#)

Standard Checklist

- Attach Actuarial Certificate
- Attach documentation supporting any pensions commenced during the financial year
- Attach documentation supporting any pensions commuted during the financial year
- Ensure correct Transfer Balance Account Reports have been lodged with the ATO

D & S Linehan Superannuation Fund
Transfer Balance Account Summary



For The Period 01 July 2019 - 30 June 2020

Member	Pension Type	Date	Lodgment Date	Transaction Type	Event Type	Debit	Credit	Balance	Cap Limit	Remaining Cap
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Daniel Linehan

Sharon Linehan

E - Estate Planning

2020 Financial Year

Preparer Rachel Barrett

Reviewer Brendan Curran

Status N/A - Not Applicable

Supporting Documents

No supporting documents

Standard Checklist

- Attach Death Benefit Nominations (if applicable)
- Attach Life Insurance Policies (if applicable)
- Attach Reversionary Pension documentation (if applicable)
- Attach SMSF Will (if applicable)
- Review current Estate planning to ensure it matches wishes of members