



SUPERFUND - CLIENT ACCOUNTING CHECKLIST

Client Name:	Petrie Superannuation Fund		
Client Code:	PETR09	Period Ended:	30 June 2021
Partner/Manager:	MH / SA	Accountant:	Eddy Lee
		DUE DATE:	28/02/2022

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

ADMIN - To Do:

Scan workpapers	✓	Print letter	✓	
PDF copy to file	✓	Client Records?	N	(please circle which)
Payment Slip?	✓	Email / Post	E	(please circle which)

Completed By:	Eddy Lee	Date:	03/08/2021
Reviewed By:		Date:	

REVIEWED

By Julie at 10:35 am, Aug 04, 2021

Financial statements and reports for the year ended
30 June 2021

Petrie Superannuation Fund

Petrie Superannuation Fund

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Petrie Superannuation Fund
Statement of Financial Position

As at 30 June 2021

	Note	2021
		\$
Assets		
Other Assets		
Sundry Debtors		5,270.00
NAB Acc 33-683-2193		210,514.87
GST Refundable		86.61
Total Other Assets		<u>215,871.48</u>
Total Assets		<u>215,871.48</u>
Less:		
Liabilities		
Income Tax Payable		220.05
Sundry Creditors		2,970.00
Total Liabilities		<u>3,190.05</u>
Net assets available to pay benefits		<u><u>212,681.43</u></u>
Represented by:		
Liability for accrued benefits allocated to members' accounts	2, 3	
Petrie, John - Accumulation		124,056.08
Petrie, Rebecca - Accumulation		88,625.35
Total Liability for accrued benefits allocated to members' accounts		<u><u>212,681.43</u></u>

Petrie Superannuation Fund

Detailed Statement of Financial Position

As at 30 June 2021

	Note	2021 \$
Assets		
Other Assets		
Bank Accounts		
NAB Acc 33-683-2193		✓ 210,514.87
Sundry Debtors		✓ 5,270.00
GST Refundable		✓ 86.61
Total Other Assets		<u>215,871.48</u>
Total Assets		<u>215,871.48</u>
Less:		
Liabilities		
Income Tax Payable		✓ 220.05
Sundry Creditors		✓ 2,970.00
Total Liabilities		<u>3,190.05</u>
Net assets available to pay benefits		<u>212,681.43</u>
Represented By :		
Liability for accrued benefits allocated to members' accounts	2, 3	
Petrie, John - Accumulation		✓ 124,056.08
Petrie, Rebecca - Accumulation		✓ 88,625.35
Total Liability for accrued benefits allocated to members' accounts		<u>212,681.43</u>

Petrie Superannuation Fund
Operating Statement
 For the year ended 30 June 2021

	Note	2021
		\$
Income		
Contribution Income		
Personal Concessional		1,467.76
Transfers In		215,514.87
Total Income		<u>216,982.63</u>
Expenses		
Formation Cost (non deductible)		4,081.15
		<u>4,081.15</u>
Total Expenses		<u>4,081.15</u>
Benefits accrued as a result of operations before income tax		<u>212,901.48</u>
Income Tax Expense	5	220.05
Benefits accrued as a result of operations		<u>212,681.43</u>

Petrie Superannuation Fund
Detailed Operating Statement

For the year ended 30 June 2021

	2021
	\$
Income	
Contribution Income	
Personal Contributions - Concessional	
John Petrie	✓ 1,467.76
	<u>1,467.76</u>
Transfers In	
Petrie, John - Accumulation (Accumulation)	✓ 126,560.18
Petrie, Rebecca - Accumulation (Accumulation)	✓ 88,954.69
	<u>215,514.87</u>
Changes in Market Values	<u>0.00</u>
Total Income	<u>216,982.63</u>
Expenses	
Formation Cost (non deductible)	✓ 4,081.15
	<u>4,081.15</u>
Total Expenses	<u>4,081.15</u>
Benefits accrued as a result of operations before income tax	<u>212,901.48</u>
Income Tax Expense	
Income Tax Expense	✓ 220.05
Total Income Tax	<u>220.05</u>
Benefits accrued as a result of operations	<u>212,681.43</u>
	✓

Notes to the Financial Statements

For the year ended 30 June 2021

Note 1: Summary of Significant Accounting Policies

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

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

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

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

a. Measurement of Investments

The Fund initially recognises:

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

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

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

Market value has been determined as follows:

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

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

b. Cash and Cash Equivalents

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

c. Revenue

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

Notes to the Financial Statements

For the year ended 30 June 2021

Interest revenue

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

Dividend revenue

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

Rental revenue

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

Distribution revenue

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

Remeasurement changes in market values

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

Contributions

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

d. Liability for Accrued Benefits

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

e. Income Tax

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

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

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

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

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

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

f. Goods and Services Tax (GST)

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

Notes to the Financial Statements

For the year ended 30 June 2021

The net amount of GST recoverable from, or payable to, the ATO is included with other receivables or other payables in the statement of financial position.

g. 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: Liability for Accrued Benefits

	2021 \$
Liability for accrued benefits at beginning of year	0.00
Benefits accrued as a result of operations	212,681.43
Current year member movements	0.00
	212,681.43
Liability for accrued benefits at end of year	212,681.43

Note 3: Vested Benefits

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

	2021 \$
Vested Benefits	212,681.43

Note 4: Guaranteed Benefits

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

Note 5: Income Tax Expense

	2021 \$
The components of tax expense comprise	
Current Tax	220.05
Income Tax Expense	220.05

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%	31,935.22
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Notes to the Financial Statements

For the year ended 30 June 2021

Less:

Tax effect of:

Non Taxable Transfer In

32,327.23

Add:

Tax effect of:

SMSF Non-Deductible Expenses

612.15

Rounding

(0.09)

Income Tax on Taxable Income or Loss

220.05

Less credits:

Current Tax or Refund

220.05

Petrie Superannuation Fund
Statement of Taxable Income

For the year ended 30 June 2021

	2021
	\$
Benefits accrued as a result of operations	✓ 212,901.48
Less	
Non Taxable Transfer In	✓ 215,514.87
	<u>215,514.87</u>
Add	
SMSF non deductible expenses	✓ 4,081.00
	<u>4,081.00</u>
SMSF Annual Return Rounding	(0.61)
Taxable Income or Loss	<u>1,467.00</u>
Income Tax on Taxable Income or Loss	✓ 220.05
CURRENT TAX OR REFUND	<u>220.05</u>
Supervisory Levy	259.00
Supervisory Levy Adjustment for New Funds	259.00
AMOUNT DUE OR REFUNDABLE	✓ <u>738.05</u>

Petrie Superannuation Fund Trustees Declaration

Andrew L. Petrie Pty Ltd ACN: 642986016

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

The directors of the trustee company declare that:

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

Specifically, the directors of the trustee company declare that:

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

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

.....
John Petrie
Andrew L. Petrie Pty Ltd
Director

.....
Rebecca Petrie
Andrew L. Petrie Pty Ltd
Director

Dated this day of

Petrie Superannuation Fund

Investment Summary with Market Movement

As at 30 June 2021

Investment	Units	Market Price	Market Value	Average Cost	Accounting Cost	Overall	Unrealised Current Year	Realised Movement
Cash/Bank Accounts								
NAB Acc 33-683-2193		210,514.870000	210,514.87	210,514.87	210,514.87			
			210,514.87			210,514.87		
			210,514.87			210,514.87		

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

Who should complete this annual return?

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

- ❗ The *Self-managed superannuation fund annual return instructions 2021* (NAT 71606) (the instructions) can assist you to complete this annual return.
- ➡ The SMSF annual return cannot be used to notify us of a change in fund membership. You must update fund details via ABR.gov.au 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 # 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)

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

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

2 Name of self-managed superannuation fund (SMSF)

3 Australian business number (ABN) (if applicable)

4 Current postal address

Suburb/town

State/territory

Postcode

5 Annual return status

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

A No Yes

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

B No Yes



6 SMSF auditor

Auditor's name

Title: Mr Mrs Miss Ms Other

Family name

First given name

Other given names

SMSF Auditor Number

Auditor's phone number

Postal address

Suburb/town

State/territory

Postcode

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

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

A Fund's financial institution account details

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

Fund BSB number

Fund account number

Fund account name

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

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


BSB number

Account number

Account name

C Electronic service address alias

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

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

9 Was the fund wound up during the income year?

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

10 Exempt current pension income

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

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

No Go to Section B: Income.

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

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

Segregated assets method **B**

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

Did the fund have any other income that was assessable?

E Yes Go to Section B: Income.

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

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

Section B: Income

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

11 Income

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

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

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

Code

Net capital gain **A** \$

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

Gross interest **C** \$

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

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

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

Transfers from foreign funds **F** \$

Number

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

Gross distribution from partnerships **I** \$

Loss

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

*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** \$

*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** \$

Code

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

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

Exempt current pension income **Y** \$

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

Section C: Deductions and non-deductible expenses

12 Deductions and non-deductible expenses

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

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



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

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

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

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

#This is a mandatory label.

Section D: Income tax calculation statement

#Important:

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

13 Calculation statement

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

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



Gross tax **B \$**

(T1 plus J)

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

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

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

#TAX PAYABLE **T5 \$**

(T3 less E – cannot be less than zero)

Section 102AAM interest charge

G \$

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

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

PAYG instalments raised

K \$

Supervisory levy

L \$

Supervisory levy adjustment for wound up funds

M \$

Supervisory levy adjustment for new funds

N \$

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



#This is a mandatory label.

Section E: Losses**14 Losses**

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

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

Section F: Member information

MEMBER 1

Title: Mr Mrs Miss Ms Other

Family name

First given name

Other given names

Member's TFN

See the Privacy note in the Declaration.

Date of birth

Contributions

OPENING ACCOUNT BALANCE \$

! Refer to instructions for completing these labels.

Employer contributions

A \$

ABN of principal employer

A1

Personal contributions

B \$

CGT small business retirement exemption

C \$

CGT small business 15-year exemption amount

D \$

Personal injury election

E \$

Spouse and child contributions

F \$

Other third party contributions

G \$

Proceeds from primary residence disposal

H \$

Receipt date Day / Month / Year

H1

Assessable foreign superannuation fund amount

I \$

Non-assessable foreign superannuation fund amount

J \$

Transfer from reserve: assessable amount

K \$

Transfer from reserve: non-assessable amount

L \$

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

T \$

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

M \$

TOTAL CONTRIBUTIONS N \$

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

Other transactions

Allocated earnings or losses **O \$**

Loss

Accumulation phase account balance

S1 \$

Retirement phase account balance - Non CDBIS

S2 \$

Retirement phase account balance - CDBIS

S3 \$

Inward rollovers and transfers **P \$**

Outward rollovers and transfers **Q \$**

Lump Sum payments **R1 \$**

Income stream payments **R2 \$**

Code

Code

TRIS Count

CLOSING ACCOUNT BALANCE S \$

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

Accumulation phase value **X1 \$**

Retirement phase value **X2 \$**

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

MEMBER 2

Title: Mr Mrs Miss Ms Other

Family name

First given name

Other given names

Member's TFN

See the Privacy note in the Declaration.

Date of birth

Contributions

OPENING ACCOUNT BALANCE \$

! Refer to instructions for completing these labels.

Employer contributions

A \$

ABN of principal employer

A1

Personal contributions

B \$

CGT small business retirement exemption

C \$

CGT small business 15-year exemption amount

D \$

Personal injury election

E \$

Spouse and child contributions

F \$

Other third party contributions

G \$

Proceeds from primary residence disposal

H \$

Receipt date Day / Month / Year

H1

Assessable foreign superannuation fund amount

I \$

Non-assessable foreign superannuation fund amount

J \$

Transfer from reserve: assessable amount

K \$

Transfer from reserve: non-assessable amount

L \$

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

T \$

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

M \$

TOTAL CONTRIBUTIONS N \$

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

Other transactions

Allocated earnings or losses **O \$**

Loss

Accumulation phase account balance **S1 \$**

Inward rollovers and transfers **P \$**

Retirement phase account balance - Non CDBIS **S2 \$**

Outward rollovers and transfers **Q \$**

Retirement phase account balance - CDBIS **S3 \$**

Lump Sum payments **R1 \$**

Income stream payments **R2 \$**

Code

Code

TRIS Count

CLOSING ACCOUNT BALANCE S \$

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

Accumulation phase value **X1 \$**

Retirement phase value **X2 \$**

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

OFFICIAL: Sensitive (when completed)

Section H: Assets and liabilities

15 ASSETS

15a Australian managed investments

Listed trusts **A \$**

Unlisted trusts **B \$**

Insurance policy **C \$**

Other managed investments **D \$**

15b Australian direct investments

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

Cash and term deposits **E \$**

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 \$**

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 \$

(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 **\$**

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 \$	
Permissible temporary borrowings V2 \$	
Other borrowings V3 \$	
	Borrowings V \$
Total member closing account balances (total of all CLOSING ACCOUNT BALANCES from Sections F and G)	W \$ 
Reserve accounts	X \$
Other liabilities	Y \$ 
TOTAL LIABILITIES Z \$	

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

Total TOFA gains **H \$**

Total TOFA losses **I \$**

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

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

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

Interposed entity election status

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

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

Section K: Declarations

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

Important

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

Privacy

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

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

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

Tax agent's signature

Date / /

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

Petrie Superannuation Fund

Members Statement

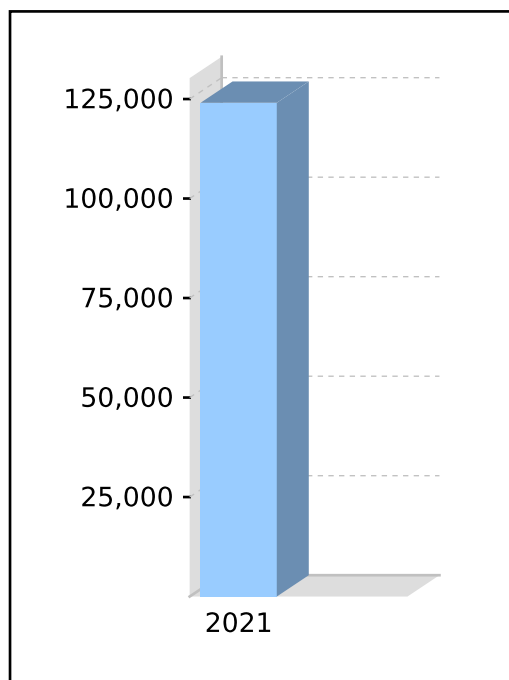
John Petrie
 100 Oleander Drive
 ASHGROVE, Queensland, 4060, Australia

Your Details

Date of Birth :	Provided	Nominated Beneficiaries	N/A
Age:	39	Vested Benefits	124,056.08
Tax File Number:	Provided	Total Death Benefit	124,056.08
Date Joined Fund:	07/06/2021		
Service Period Start Date:	22/09/1999		
Date Left Fund:			
Member Code:	PETJOH00001A		
Account Start Date	07/06/2021		
Account Phase:	Accumulation Phase		
Account Description:	Accumulation		

Your Balance

Total Benefits	124,056.08	
<u>Preservation Components</u>		
Preserved	123,914.64	✓
Unrestricted Non Preserved	141.44	✓
Restricted Non Preserved		
<u>Tax Components</u>		
Tax Free	564.56	✓
Taxable	123,491.52	



Your Detailed Account Summary

	This Year	
Opening balance at 07/06/2021		
<u>Increases to Member account during the period</u>		
Employer Contributions		✓
Personal Contributions (Concessional)	1,467.76	✓
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		✓
Transfers In	126,560.18	✓
Net Earnings	(3,751.80)	
Internal Transfer In		
<u>Decreases to Member account during the period</u>		
Pensions Paid		
Contributions Tax	220.16	
Income Tax	(0.10)	
No TFN Excess Contributions Tax		
Excess Contributions Tax		
Refund Excess Contributions		
Division 293 Tax		
Insurance Policy Premiums Paid		
Management Fees		
Member Expenses		
Benefits Paid/Transfers Out		
Superannuation Surcharge Tax		
Internal Transfer Out		
Closing balance at 30/06/2021	124,056.08	✓

Petrie 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

John Petrie
Director

Rebecca Petrie
Director

Petrie Superannuation Fund

Members Statement

Rebecca Petrie
 100 Oleander Drive
 ASHGROVE, Queensland, 4060, Australia

Your Details

Date of Birth : Provided
 Age: 34
 Tax File Number: Provided
 Date Joined Fund: 07/06/2021
 Service Period Start Date: 20/07/2009
 Date Left Fund:
 Member Code: PETREB00001A
 Account Start Date 07/06/2021
 Account Phase: Accumulation Phase
 Account Description: Accumulation

Nominated Beneficiaries N/A
 Vested Benefits 88,625.35
 Total Death Benefit 88,625.35

Your Balance

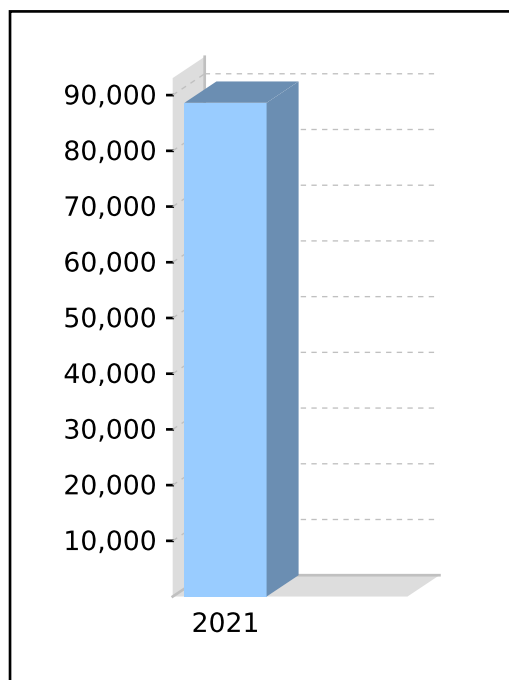
Total Benefits 88,625.35

Preservation Components

Preserved 88,625.35 ✓
 Unrestricted Non Preserved
 Restricted Non Preserved

Tax Components

Tax Free
 Taxable 88,625.35 ✓



Your Detailed Account Summary

	This Year
Opening balance at 07/06/2021	
<u>Increases to Member account during the period</u>	
Employer Contributions	
Personal Contributions (Concessional)	
Personal Contributions (Non Concessional)	
Government Co-Contributions	
Other Contributions	
Proceeds of Insurance Policies	
Transfers In	88,954.69 ✓
Net Earnings	(329.35)
Internal Transfer In	
<u>Decreases to Member account during the period</u>	
Pensions Paid	
Contributions Tax	
Income Tax	(0.01)
No TFN Excess Contributions Tax	
Excess Contributions Tax	
Refund Excess Contributions	
Division 293 Tax	
Insurance Policy Premiums Paid	
Management Fees	
Member Expenses	
Benefits Paid/Transfers Out	
Superannuation Surcharge Tax	
Internal Transfer Out	
Closing balance at 30/06/2021	88,625.35 ✓

Petrie 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

John Petrie
Director

Rebecca Petrie
Director

Notice of intent to claim or vary a deduction for personal super contributions

Section A: Your details

1 Tax file number (TFN)

! The ATO does not collect this information provided on this form. This form is to assist you in providing details to your super fund. Your super fund is authorised to request your personal details, including your TFN, under the *Superannuation Industry (Supervision) Act 1993*, the *Income Tax Assessment Act 1997* and the *Taxation Administration Act 1953*. It is not an offence not to provide your TFN. However, if you do not provide your TFN, and your super fund doesn't already hold your TFN, they will not be permitted to accept the contribution(s) covered by this notice. For more information about your privacy please contact the entity you are providing this form to.

2 Name

Title:

Family name

First given name

Other given names

3 Date of birth

4 Current postal address

Suburb/town/locality

State/territory

Postcode

Country if outside of Australia

(Australia only)

(Australia only)

5 Daytime phone number (include area code)

Section B: Super fund's details

6 Fund name

7 Fund Australian business number (ABN)

8 Member account number

9 Unique Superannuation Identifier (USI) (if known)

Section C: Contribution details

10 Personal contribution details

Is this notice varying an earlier notice? No Yes

If you answered 'No' complete the **Original Notice to Claim a Tax Deduction** section below.
If you answered 'Yes' complete the **Variation of previous valid notice of intent** section below.

ORIGINAL NOTICE TO CLAIM A TAX DEDUCTION

11 Financial year ended 30 June 20

12 My personal contributions to this fund in the above financial year \$

13 The amount of these personal contributions I will be claiming as a tax deduction \$



Section D: Declaration

This form has a declaration where you say the information in it is correct and complete. Please review the information before you sign the declaration. If you provide false or misleading information, or fail to take reasonable care, you may be liable to administrative penalties imposed by taxation law.

INTENTION TO CLAIM A TAX DEDUCTION

! Complete this declaration if you have **not** previously lodged a valid notice with your super fund for these contributions.

I declare that at the time of lodging this notice:

- I intend to claim the personal contributions stated as a tax deduction
- I am a current member of the identified super fund
- the identified super fund currently holds these contributions and has not begun to pay a superannuation income stream based in whole or part on these contributions
- I have not included any of the contributions in an earlier valid notice.

I declare that I am lodging this notice at the earlier of either:

- before the end of the day that I lodged my income tax return for the income year in which the personal contributions were made, **or**
- before the end of the income year following the year in which the contribution was made.

I declare that the information given on this notice is correct and complete.

Name (Print in BLOCK LETTERS)

Signature

Date

> Send your completed notice to your super fund. **Do not send it to us.** The information on this notice is for you and your super fund. We don't collect this information; we only provide a format for you to provide the information to your super fund.

VARIATION OF PREVIOUS VALID NOTICE OF INTENT

14 Financial year ended 30 June 20


15 My personal contributions to this fund in the above financial year \$

16 The amount of these personal contributions claimed in my original notice of intent \$

17 The amount of these personal contributions I will now be claiming as a tax deduction \$

Declaration

This form has a declaration where you sign to indicate that the information in it is correct and complete. Please review the information before you sign the declaration. If you provide false or misleading information, or fail to take reasonable care, you may be liable to administrative penalties imposed by taxation law.

 Complete this declaration if you have already lodged a valid notice with your fund for these contributions and you wish to **reduce** the amount stated in that notice.

VARIATION OF PREVIOUS VALID NOTICE OF INTENT

I declare that at the time of lodging this notice:

- *I intend to claim the personal contributions stated as a tax deduction*
- *I am a current member of the identified super fund*
- *the identified super fund currently holds these contributions and has not begun to pay a superannuation income stream based in whole or part on these contributions.*

*I declare that I wish to vary my previous valid notice for these contributions by **reducing** the amount I advised in my previous notice and I confirm that either:*

- *I have lodged my income tax return for the year in which the contribution was made, prior to the end of the following income year, and this variation notice is being lodged before the end of the day on which the return was lodged, or*


- *I have not yet lodged my income tax return for the relevant year and this variation notice is being lodged on or before 30 June in the financial year following the year in which the personal contributions were made, or*
- *the ATO has disallowed my claim for a deduction for the relevant year and this notice reduces the amount stated in my previous valid notice by the amount that has been disallowed.*

I declare that the information given on this notice is correct and complete.

Name (Print in BLOCK LETTERS)

Signature

Date

 Send your completed variation notice to your super fund. **Do not send it to us.** The information on this notice is for you and your super fund. We don't collect this information; we only provide a format for you to provide the information to your super fund.

Minutes of a meeting of the Director(s)

held on / / at 100 Oleander Drive, ASHGROVE, Queensland 4060

PRESENT:	John Petrie and Rebecca Petrie
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 trustee(s), the Superannuation Fund is a non-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 2021 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 2021, 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 2021.
INVESTMENT DISPOSALS:	It was resolved to ratify the investment disposals throughout the financial year ended 30 June 2021.
AUDITORS:	<p>It was resolved that</p> <p>Tony Boys</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>Mark G W Herron</p>

Minutes of a meeting of the Director(s)

held on / / at 100 Oleander Drive, ASHGROVE, Queensland 4060

act as tax agents of the Fund for the next financial year.

TRUSTEE STATUS:

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

CONTRIBUTIONS RECEIVED:

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

ACCEPTANCE OF ROLLOVERS:

The trustee has ensured that any rollover made to the Fund, meets the requirements of the Fund's deed and does not breach the superannuation laws in relation to:

1. making rollover between Funds; and,
2. breaching the Fund or the member investment strategy.

The trustee has reviewed the rollover and received advice that the rollover is in accordance with the Trust Deed and the rules of the Fund and the superannuation laws. As such the trustee has resolved to accept the rollover on behalf of the member.

PAYMENT OF BENEFITS:

The trustee has ensured that any payment of benefits made from the Fund, meets the requirements of the Fund's deed and does not breach the superannuation laws in relation to:

1. making payments to members; and,
2. breaching the Fund or the member investment strategy.

The trustee has reviewed the payment of the benefit and received advice that the transfer is in accordance with the Deed and the superannuation laws. As such the trustee has resolved to allow the payment of the benefits on behalf of the member.

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 –

.....

John Petrie

Chairperson

Petrie Superannuation Fund**Trial Balance**

As at 30 June 2021

Code	Account Name	Units	Debits	Credits
			\$	\$
24200	Contributions			
24200/PETJOH00001A	(Contributions) Petrie, John - Accumulation			1,467.76
28500	Transfers In			
28500/PETJOH00001A	(Transfers In) Petrie, John - Accumulation			126,560.18
28500/PETREB00001A	(Transfers In) Petrie, Rebecca - Accumulation			88,954.69
33350	Formation Cost (non deductible)		4,081.15	
48500	Income Tax Expense		220.05	
49000	Profit/Loss Allocation Account		212,681.43	
52420	Contributions			
52420/PETJOH00001A	(Contributions) Petrie, John - Accumulation			1,467.76
52850	Transfers In			
52850/PETJOH00001A	(Transfers In) Petrie, John - Accumulation			126,560.18
52850/PETREB00001A	(Transfers In) Petrie, Rebecca - Accumulation			88,954.69
53100	Share of Profit/(Loss)			
53100/PETJOH00001A	(Share of Profit/(Loss)) Petrie, John - Accumulation		3,751.80	
53100/PETREB00001A	(Share of Profit/(Loss)) Petrie, Rebecca - Accumulation		329.35	
53330	Income Tax			
53330/PETJOH00001A	(Income Tax) Petrie, John - Accumulation			0.10
53330/PETREB00001A	(Income Tax) Petrie, Rebecca - Accumulation			0.01
53800	Contributions Tax			
53800/PETJOH00001A	(Contributions Tax) Petrie, John - Accumulation		220.16	
60400	Bank Accounts			
60400/NAB336832193	NAB Acc 33-683-2193		210,514.87	
68000	Sundry Debtors		5,270.00	
84000	GST Payable/Refundable		86.61	
85000	Income Tax Payable/Refundable			220.05
88000	Sundry Creditors			2,970.00
			437,155.42	437,155.42

Current Year Profit/(Loss): 212,901.48



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



037/000937



ANDREW L PETRIE PTY LTD ATF PETRIE SUPER
 100 OLEANDER DR
 ASHGROVE QLD 4060

Account Balance Summary

Opening balance	\$0.00
Total credits	\$0.00
Total debits	\$0.00
Closing balance	\$0.00

Statement starts 16 June 2021
Statement ends 21 June 2021

Outlet Details

Ashgrove
 221-223A Waterworks Rd, Ashgrove Qld 4060

Account Details

ANDREW L PETRIE PTY LTD ATF PETRIE SUPERANNUATION
 FUND
 BUSINESS EVERYDAY AC
 BSB number 084-115
 Account number 33-683-2193

Transaction Details

Date	Particulars	Debits	Credits	Balance
16 Jun 2021	Account Opened			0.00

Summary of Government Charges

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

Bank Accounts Debits (BAD) Tax or State Debits Duty has been abolished for all states & territories effective 1/7/2005. Any amount shown on this statement applies to debits processed on or before 30/06/2005.
 For further information on any applicable rebates, fees or government charges, please refer to the NAB's "A Guide to Fees & Charges" booklet. Please retain this statement for taxation purposes

Explanatory Notes

*Please check all entries and report any apparent error or possible unauthorised transaction immediately.
 We may subsequently adjust debits and credits, which may result in a change to your account balance to accurately reflect the obligations between us.
 For information on resolving problems or disputes, contact us on 1800 152 015, or ask at any NAB branch.*

1727201.N000937/S001935/T000869



NAB Business Everyday Account

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



037/000483



ANDREW L PETRIE PTY LTD ATF PETRIE SUPER
100 OLEANDER DR
ASHGROVE QLD 4060

Account Balance Summary

Opening balance	\$0.00
Total credits	\$215,514.87
Total debits	\$5,000.00
Closing balance	\$210,514.87 Cr

Statement starts 22 June 2021
Statement ends 30 June 2021

Outlet Details

Ashgrove
221-223A Waterworks Rd, Ashgrove Qld 4060

Account Details

ANDREW L PETRIE PTY LTD ATF PETRIE SUPERANNUATION
FUND
BUSINESS EVERYDAY AC
BSB number 084-115
Account number 33-683-2193

Transaction Details

Date	Particulars	Debits	Credits	Balance
22 Jun 2021	Brought forward			0.00
23 Jun 2021	RTGS (WBC-003691) AMP Aaph Sydney 2000 Au		126,560.18	126,560.18 Cr
29 Jun 2021	Internet Transfer 332Waterworksdepos.....	5,000.00		121,560.18 Cr
30 Jun 2021	9151926 Nm Superannuatio 089132.....		88,954.69	210,514.87 Cr



Summary of Government Charges

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

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

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

Explanatory Notes

Please check all entries and report any apparent error or possible unauthorised transaction immediately.
We may subsequently adjust debits and credits, which may result in a change to your account balance to accurately reflect the obligations between us.
For information on resolving problems or disputes, contact us on 1800 152 015, or ask at any NAB branch.

18172/03/A000-483/S000782/0001563



End of Period Closing Figures - Super Fund

Client Name: Petrie Superannuation Fund

Client Code: PETR09

Period Ended: 30 June 2021

Partner: MH / SA

Accountant: Eddy Lee

Debtors:

\$0.00 665 Accrued Income

✓ 5,000.00 - property purchase deposit (see attached) ✓
270.00 - GST on Formation cost (paid July 21, GST cash basis)
\$5,270.00 680 Sundry Debtors



Creditors:

✓ 2,970.00 - Formation cost (paid July 21)

\$2,970.00 880 Sundry Creditors

Tax Invoice



Invoice Number
3780628

Invoice Date
29/06/2021

Reference
332 Waterworks

Pinnacle Commercial Group Pty Ltd

PO Box 566
Aspley QLD 4034

Petrie Property Investments Pty Ltd Atf

ABN

33164642960

Property Manager

Leonora Suluvale

Property: 332 Waterworks Road Ashgrove

Description	Amount	GST	Total
Initial Deposit	\$5,000.00	\$0.00	\$5,000.00
Subtotals	\$5,000.00	\$0.00	\$5,000.00
Amount Due			\$5,000.00

Due Date: 1/07/2021



PAYMENT ADVICE

To: Pinnacle Commercial Group Pty Ltd
PO Box 566
Aspley QLD 4034
Australia

Please make payment to:
Account Name: NAI Harcourts Pinnacle Trust Account
BSB: **184-446** Account Number: **3032 79665**
Reference: 332 Waterworks

Customer	Petrie Property Investments Pty Ltd Atf
Invoice Number	3780628
Amount Due	\$5,000.00
Due Date	1/07/2021

Amount Enclosed

Enter the amount you are paying
above



Australian Government
Australian Taxation Office

Agent HERRON ACCOUNTANTS
Client THE TRUSTEE FOR PETRIE
SUPERANNUATION FUND
ABN 88 150 316 639

Print activity statement

Account	Period	Document ID	GST accounting method
Activity statement – 004 – THE TRUSTEE FOR PETRIE SUPERANNUATION FUND	Apr 2021 – Jun 2021	44601837839	Cash

Payment due date 28 July 2021

Statement summary

Description	Reported Value	Owed to ATO	Owed by ATO
Goods and services tax (GST)			
1A Owed to ATO		\$0.00	
1B Owed by ATO			\$87.00
G1 Total sales	\$0.00		
Does this include GST?	No		

Refund amount

\$87.00 

This amount is refundable (it may be offset against any other tax debt).

Declaration

- > I THE TRUSTEE FOR PETRIE SUPERANNUATION FUND authorise HERRON ACCOUNTANTS to give the Apr 2021 – Jun 2021 activity statement to the Commissioner of Taxation for 004 – THE TRUSTEE FOR PETRIE SUPERANNUATION FUND.
- > I declare that the information provided for the preparation of this activity statement is true and correct.
- > I am authorised to make this declaration.

Signed: _____

Date: _____



Petrie Superannuation Fund
100 Oleander Drive
ASHGROVE QLD 4060

Invoice Date
15 June 2021
ABN.
16 134 060 432
Invoice No.
26911
Client Code
PETR09

TAX INVOICE

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

Establishment of new Self-Managed Superannuation Fund 'Petrie Superannuation Fund' including all legal outlays paid on your behalf.

Application for ABN, TFN and GST as required for Petrie Superannuation Fund.

Updates to Andrew L. Petrie Pty Ltd including change to special purpose company status, appointment of additional director and transfer of shares as required.

Establishment of new trust 'Petrie Property Investment Trust' and associated trustee company 'Petrie Property Investment Pty Ltd' including all legal outlays paid on your behalf

Meetings and discussions with Mark Herron in relation to the above

Our Price
Plus: GST
TOTAL DUE

	2,700.00
	270.00
	\$2,970.00



Remittance Advice - Please return with your payment

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

Invoice Due Date - 29 June 2021

Please forward cheques to:

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

For Direct Deposit:

BSB: 124 001
BoQ Account No: 21374214

Credit Card: Mastercard/Visa (Please circle)

Card No:

Expires: ____ / ____

Name on Card: _____

Signature: _____

Client Code: PETR09

Invoice No: 26911

Amount Due: \$2,970.00

Amount Paid: \$ _____

Tax Invoice

Petrie, John
100 Oleander Drive
ASHGROVE QLD 4060

Date: 31 July 2020

Invoice number: 16841

RE: Company Incorporation of Andrew L. Petrie Pty Ltd

	Amount
Professional Fees	\$644.00
Disbursements	\$737.15
<i>*Please see attached schedule for professional fees and disbursements</i>	
Subtotal (excl GST)	\$1,381.15
GST	\$86.61
INVOICE TOTAL (incl GST)	\$1,467.76
BALANCE DUE	\$1,467.76



With Compliments
Rouse Lawyers

Payment required within 7 days of Invoice date



BALANCE DUE: **\$1,467.76**

Direct Debit/EFT Details –

Bank: St George Bank
Account Name: Rouse Lawyers
BSB: 334-040
Account Number: 554 346 222
Reference: 16841

Petrie Superannuation Fund

Tax Reconciliation Report

For the year ended 30 June 2021

Tax Return Label	Date	Account Code	Account Name	Amount \$
R2 - Assessable personal contributions				
	30/06/2021	24200/PETJOH00001A	(Contributions) Petrie, John - Accumulation (Accumulation)	1,467.76
Sub-Total				1,467.76
Ignore Cents				0.76
Total				1,467.00
R - Assessable contributions (R1 plus R2 plus R3 less R6)				
Assessable personal contributions				1,467.76
Sub-Total				1,467.76
Ignore Cents				0.76
Total				1,467.00
W - GROSS INCOME (Sum of labels A to U)				
				1,467.00
Sub-Total				1,467.00
Ignore Cents				0.00
Total				1,467.00
V - TOTAL ASSESSABLE INCOME (W less Y)				
				1,467.00
Sub-Total				1,467.00
Ignore Cents				0.00
Total				1,467.00
L2 - Expenses - Other amounts (Non-deductible)				
	30/06/2021	33350	Formation Cost (non deductible)	2,700.00
	30/06/2021	33350	Formation Cost (non deductible)	1,381.15
Sub-Total				4,081.15
Ignore Cents				0.15
Total				4,081.00
Y - TOTAL NON DEDUCTIBLE EXPENSES				
				4,081.00
Sub-Total				4,081.00
Ignore Cents				0.00
Total				4,081.00
O - TAXABLE INCOME OR LOSS				
				1,467.00
Sub-Total				1,467.00
Ignore Cents				0.00
Total				1,467.00
Z - TOTAL SMSF EXPENSES				
				4,081.00

Petrie Superannuation Fund
Tax Reconciliation Report

For the year ended 30 June 2021

Tax Return Label	Date	Account Code	Account Name	Amount \$
Z - TOTAL SMSF EXPENSES				
Sub-Total				4,081.00
Ignore Cents				0.00
Total				4,081.00
A - Taxable income				
				1,467.00
Sub-Total				1,467.00
Ignore Cents				0.00
Total				1,467.00
T1 - Tax on taxable income				
				220.05
Sub-Total				220.05
Ignore Cents				0.00
Total				220.05
B - Gross Tax				
				220.05
Sub-Total				220.05
Ignore Cents				0.00
Total				220.05
T2 - SUBTOTAL				
				220.05
Sub-Total				220.05
Ignore Cents				0.00
Total				220.05
T3 - SUBTOTAL 2				
				220.05
Sub-Total				220.05
Ignore Cents				0.00
Total				220.05
T5 - TAX PAYABLE				
				220.05
Sub-Total				220.05
Ignore Cents				0.00
Total				220.05
L - Supervisory levy				
				259.00
Sub-Total				259.00
Ignore Cents				0.00
Total				259.00
N - Supervisory levy adjustment for new funds				

Petrie Superannuation Fund

Tax Reconciliation Report

For the year ended 30 June 2021

Tax Return Label	Date	Account Code	Account Name	Amount
				\$
N - Supervisory levy adjustment for new funds				
				259.00
Sub-Total				259.00
Ignore Cents				0.00
Total				259.00
S - AMOUNT DUE OR REFUNDABLE				
				738.05
Sub-Total				738.05
Ignore Cents				0.00
Total				738.05

Petrie Superannuation Fund
Deferred Tax Reconciliation

For The Period 07 June 2021 - 30 June 2021

Investment Code	Investment Name	Revaluation/Tax Deferred	Permanent Difference (Non- Assessable)	Temporary Difference (Assessable)	Temporary Difference (Accumulation Portion)
Deferred Tax Liability (Asset) Summary					
Opening Balance		0.00			
Current Year Transactions		0.00			
Total Capital Losses		0.00			
Total Tax Losses		0.00			
Deferred Tax WriteBacks/Adjustment		0.00			
Capital Loss carried forward recouped		0.00			
Tax Loss carried forward recouped		0.00			
Closing Balance		0.00			

Petrie Superannuation Fund
Statement of Taxable Income

For the year ended 30 June 2021

 **2021**
\$

Benefits accrued as a result of operations	212,901.48
Less	
Non Taxable Transfer In	215,514.87
	<hr/>
	215,514.87
Add	
SMSF non deductible expenses	4,081.00
	<hr/>
	4,081.00
SMSF Annual Return Rounding	(0.61)
	<hr/>
Taxable Income or Loss	1,467.00
Income Tax on Taxable Income or Loss	 220.05
	<hr/>
CURRENT TAX OR REFUND	220.05
Supervisory Levy	259.00
Supervisory Levy Adjustment for New Funds	259.00
	<hr/>
AMOUNT DUE OR REFUNDABLE	738.05
	<hr/>

Petrie Superannuation Fund

General Ledger

As at 30 June 2021

Transaction Date	Description	Units	Debit	Credit	Balance \$
Contributions (24200)					
<u>(Contributions) Petrie, John - Accumulation (PETJOH00001A)</u>					
30/06/2021	formation cost paid by John			1,467.76	1,467.76 CR
				1,467.76	1,467.76 CR
Transfers In (28500)					
<u>(Transfers In) Petrie, John - Accumulation (PETJOH00001A)</u>					
23/06/2021	AMP			126,560.18	126,560.18 CR
				126,560.18	126,560.18 CR
<u>(Transfers In) Petrie, Rebecca - Accumulation (PETREB00001A)</u>					
30/06/2021	NM Super			88,954.69	88,954.69 CR
				88,954.69	88,954.69 CR
Formation Cost (non deductible) (33350)					
<u>Formation Cost (non deductible) (33350)</u>					
30/06/2021	formation cost - paid 12/07/2021 (GST cash basis)		2,700.00		2,700.00 DR
30/06/2021	formation cost paid by John		1,381.15		4,081.15 DR
			4,081.15		4,081.15 DR
Income Tax Expense (48500)					
<u>Income Tax Expense (48500)</u>					
30/06/2021	Create Entries - Income Tax Expense - 30/06/2021		220.05		220.05 DR
			220.05		220.05 DR
Profit/Loss Allocation Account (49000)					
<u>Profit/Loss Allocation Account (49000)</u>					
23/06/2021	System Member Journals		126,560.18		126,560.18 DR
30/06/2021	System Member Journals		88,954.69		215,514.87 DR
30/06/2021	System Member Journals		1,247.60		216,762.47 DR
30/06/2021	Create Entries - Profit/Loss Allocation - 30/06/2021			3,751.80	213,010.67 DR
30/06/2021	Create Entries - Profit/Loss Allocation - 30/06/2021			329.35	212,681.32 DR
30/06/2021	Create Entries - Income Tax Expense Allocation - 30/06/2021		0.10		212,681.42 DR
30/06/2021	Create Entries - Income Tax Expense Allocation - 30/06/2021		0.01		212,681.43 DR
			216,762.58	4,081.15	212,681.43 DR
Contributions (52420)					
<u>(Contributions) Petrie, John - Accumulation (PETJOH00001A)</u>					
30/06/2021	System Member Journals			1,467.76	1,467.76 CR
				1,467.76	1,467.76 CR
Transfers In (52850)					
<u>(Transfers In) Petrie, John - Accumulation (PETJOH00001A)</u>					
23/06/2021	System Member Journals			126,560.18	126,560.18 CR
				126,560.18	126,560.18 CR
<u>(Transfers In) Petrie, Rebecca - Accumulation (PETREB00001A)</u>					
30/06/2021	System Member Journals			88,954.69	88,954.69 CR
				88,954.69	88,954.69 CR

Petrie Superannuation Fund

General Ledger

As at 30 June 2021

Transaction Date	Description	Units	Debit	Credit	Balance \$
Share of Profit/(Loss) (53100)					
<u>(Share of Profit/(Loss)) Petrie, John - Accumulation (PETJOH00001A)</u>					
30/06/2021	Create Entries - Profit/Loss Allocation - 30/06/2021		3,751.80		3,751.80 DR
			3,751.80		3,751.80 DR
<u>(Share of Profit/(Loss)) Petrie, Rebecca - Accumulation (PETREB00001A)</u>					
30/06/2021	Create Entries - Profit/Loss Allocation - 30/06/2021		329.35		329.35 DR
			329.35		329.35 DR
Income Tax (53330)					
<u>(Income Tax) Petrie, John - Accumulation (PETJOH00001A)</u>					
23/06/2021	System Member Journals				0.00 DR
30/06/2021	Create Entries - Income Tax Expense Allocation - 30/06/2021			0.10	0.10 CR
			0.00	0.10	0.10 CR
<u>(Income Tax) Petrie, Rebecca - Accumulation (PETREB00001A)</u>					
30/06/2021	System Member Journals				0.00 DR
30/06/2021	Create Entries - Income Tax Expense Allocation - 30/06/2021			0.01	0.01 CR
			0.00	0.01	0.01 CR
Contributions Tax (53800)					
<u>(Contributions Tax) Petrie, John - Accumulation (PETJOH00001A)</u>					
30/06/2021	System Member Journals		220.16		220.16 DR
			220.16		220.16 DR
Bank Accounts (60400)					
<u>NAB Acc 33-683-2193 (NAB336832193)</u>					
23/06/2021	AMP		126,560.18		126,560.18 DR
29/06/2021	Deposit - refer to receipt			5,000.00	121,560.18 DR
30/06/2021	NM Super		88,954.69		210,514.87 DR
			215,514.87	5,000.00	210,514.87 DR
Sundry Debtors (68000)					
<u>Sundry Debtors (68000)</u>					
29/06/2021	Deposit - refer to receipt		5,000.00		5,000.00 DR
30/06/2021	formation cost - paid 12/07/2021 (GST cash basis)		270.00		5,270.00 DR
			5,270.00		5,270.00 DR
GST Payable/Refundable (84000)					
<u>GST Payable/Refundable (84000)</u>					
30/06/2021	formation cost paid by John		86.61		86.61 DR
			86.61		86.61 DR
Income Tax Payable/Refundable (85000)					
<u>Income Tax Payable/Refundable (85000)</u>					
30/06/2021	Create Entries - Income Tax Expense - 30/06/2021			220.05	220.05 CR
				220.05	220.05 CR
Sundry Creditors (88000)					
<u>Sundry Creditors (88000)</u>					

Petrie Superannuation Fund

General Ledger

As at 30 June 2021

Transaction Date	Description	Units	Debit	Credit	Balance \$
30/06/2021	formation cost - paid 12/07/2021 (GST cash basis)			2,970.00	2,970.00 CR
				2,970.00	2,970.00 CR

Total Debits: 446,236.57

Total Credits: 446,236.57

Petrie Superannuation Fund

Create Entries Report

For the period 07 June 2021 to 30 June 2021

Create Entries Financial Year Summary 07 June 2021 - 30 June 2021

	Amount
Total Profit	
Income	216,982.63
Less Expense	4,081.15
Total Profit	212,901.48
Tax Summary	Amount
Fund Tax Rate	15.00 %
Total Profit	212,901.48
Less Permanent Differences	0.00
Less Timing Differences	0.00
Less Exempt Pension Income	0.00
Less Other Non Taxable Income	215,514.87
Less LIC Deductions	0.00
Add SMSF Non Deductible Expenses	4,081.00
Add Other Non Deductible Expenses	0.00
Add Total Franking/Foreign/TFN/FRW Credits	0.00
Less Realised Accounting Capital Gains	0.00
Less Tax Losses Deducted	0.00
Add SMSF Annual Return Rounding	(0.61)
Taxable Income	1,467.00
Income Tax on Taxable Income or Loss	220.05
Profit/(Loss) Available for Allocation	Amount
Total Available Profit	(4,081.15)
Franking Credits	0.00
TFN Credits	0.00
Foreign Credits	0.00
FRW Credits	0.00
Total	(4,081.15)
Income Tax Expense Available for Allocation	Amount
Income Tax on Taxable Income or Loss	220.05
Member Specific Income Tax	(220.16)
Total Income Tax Expense Allocation	(0.11)

Final Segment 1 from 07 June 2021 to 30 June 2021

Pool Name Unsegregated Pool

Total Profit	Amount
Income	216,982.63
Less Expense	4,081.15
Total Profit	212,901.48

Create Entries Summary	Amount
Fund Tax Rate	15.00 %
Total Profit	212,901.48
Less Permanent Differences	0.00
Less Timing Differences	0.00
Less Exempt Pension Income	0.00
Less Other Non Taxable Income	215,514.87
Add SMSF Non Deductible Expenses	4,081.15
Add Other Non Deductible Expenses	0.00
Add Total Franking/Foreign/TFN/FRW Credits	0.00
Less Realised Accounting Capital Gains	0.00
Less Tax Losses Deducted	0.00
Add Taxable Income Adjustment	(0.76)
Taxable Income	1,467.00
Income Tax on Taxable Income or Loss	220.05

Member Weighted Balance Summary	Weighting%	Amount
John Petrie(PETJOH00001A)	91.93	42,238.72
Rebecca Petrie(PETREB00001A)	8.07	3,706.45

Profit/(Loss) Available for Allocation	Amount
Total Available Profit	(4,081.15)
Franking Credits	0.00
TFN Credits	0.00
FRW Credits	0.00
Total	(4,081.15)

Allocation to Members	Weighting%	Amount
John Petrie(PETJOH00001A)	91.93	(3,751.80)
Rebecca Petrie(PETREB00001A)	8.07	(329.35)

Accumulation Weighted Balance Summary	Weighting%	Amount
John Petrie(PETJOH00001A)	91.93	42,238.72
Rebecca Petrie(PETREB00001A)	8.07	3,706.45

Income Tax Expense Available for Allocation	Amount
Income Tax on Taxable Income or Loss	220.05
Member Specific Income Tax	(220.16)
Total Income Tax Expense Allocation	(0.11)

Allocation to Members	Weighting%	Amount
John Petrie(PETJOH00001A)	91.93	(0.10)

Allocation to Members	Weighting%	Amount
Rebecca Petrie(PETREB00001A)	8.07	(0.01)

Calculation of daily member weighted balances

John Petrie (PETJOH00001A)

Member Balance

07/06/2021	50010	Opening Balance	0.00	0.00
23/06/2021	52850	Transfers In	126,560.18	42,186.73
30/06/2021	52420	Contributions	1,467.76	61.16
30/06/2021	53800	Contributions Tax	(220.16)	(9.17)
Total Amount (Weighted)				42,238.72

Rebecca Petrie (PETREB00001A)

Member Balance

07/06/2021	50010	Opening Balance	0.00	0.00
30/06/2021	52850	Transfers In	88,954.69	3,706.45
Total Amount (Weighted)				3,706.45

Calculation of Net Capital Gains

Capital gains from Unsegregated Pool	0.00
Capital gains from Unsegregated Pool - Collectables	0.00
Capital Gain Adjustment from prior segments	0.00
Realised Notional gains	0.00
Carried forward losses from prior years	0.00
Current year capital losses from Unsegregated Pool	0.00
Current year capital losses from Unsegregated Pool - Collectables	0.00
Total CGT Discount Applied	0.00
Capital Gain /(Losses carried forward)	0.00
CGT allocated in prior segments	0.00
Allocations of Net Capital Gains to Pools	
Capital Gain Proportion - Unsegregated Pool (0/0)=100.00%	0.00

Foreign Tax Offset Calculations

Segment 07 June 2021 to 30 June 2021

Claimable FTO - Unsegregated Pool	0.00
Claimable FTO	0.00

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

Foreign Tax Offset (Label C1) 0.00

Applied/Claimed FTO 0.00

Allocations of Foreign Tax Offset to Members

John Petrie(PETJOH00001A) - 100.00 %	0.00
Rebecca Petrie(PETREB00001A) - 0.00 %	0.00
Total Foreign Tax Offset Allocated to Members	0.00



1 July 2021



To the Manager
The Trustee For Petrie Super Fund
P O Box 504
NORTH LAKES QLD 4509

Your contacts

E CustomSuper@amp.com.au
W customsuper.amp.com.au
T 1300 653 456 F 02 8837 7856
AMP Corporate Superannuation
Locked Bag 5400 PARRAMATTA NSW 1741

Your details

ACCOUNT NAME
Rebecca Claire Petrie
ACCOUNT NUMBER
959073315
MONTH AND YEAR OF BIRTH
Not supplied

Rollover from CustomSuper®

Withdrawal number: 254360156

The following information relates to a payment from CustomSuper account 959073315 in the name of Rebecca Claire Petrie.

Member name	Payment details	Amount \$
Rebecca Claire Petrie	EFT ***** - ****32193	88,954.69



Enclosed documents

We have enclosed a **Rollover Benefit Statement** for your records.

We're here to help

If you have any questions, please contact us.

Yours sincerely,

Chris Jensen
Head of Client Services Workplace Super

What you need to know

This document is provided by N.M. Superannuation Proprietary Limited, ABN 31 008 428 322, AFSL No. 234654 which is the trustee of the Super Directions Fund, ABN 78 421 957 449.



Rollover Benefit Statement

Original

SECTION A: RECEIVING FUND'S DETAILS

Australian business number (ABN):	<input type="text" value="88150316639"/>
Name:	<input type="text" value="The Trustee For Petrie Super Fund"/>
Address:	<input type="text" value="P O Box 504"/> <input type="text" value="North Lakes QLD 4509"/>
Unique Superannuation Identifier (USI) or Member client identifier:	<input type="text"/> <input type="text" value="2"/>

SECTION B: MEMBER DETAILS

Tax file number:	<input type="text" value="898474068"/>
Title:	<input type="text" value="Ms"/>
Family name:	<input type="text" value="Petrie"/>
Given name:	<input type="text" value="Rebecca Claire"/>
Other given names:	<input type="text"/>
Postal address:	<input type="text" value="100 Oleander Drive"/> <input type="text" value="ASHGROVE QLD 4060"/>
Date of birth:	<input type="text" value="12/06/1987"/>
Sex:	F <input checked="" type="checkbox"/> M <input type="checkbox"/>
Daytime phone number (include area code):	<input type="text"/>
Email address (if applicable):	<input type="text"/>

SECTION C: ROLLOVER TRANSACTION DETAILS

1. Service period start date	<input type="text" value="20/07/2009"/>
2. Tax components	
• Tax - free component	<input type="text" value="0.00"/>
• KiwiSaver Tax-free component	<input type="text" value="0.00"/>

SECTION C: ROLLOVER TRANSACTION DETAILS (CONT)

• Taxable component			
<input type="checkbox"/> Element taxed in the fund, and		88,954.69	✓
<input type="checkbox"/> Element untaxed in the fund		0.00	
TOTAL Tax Components		88,954.69	

3. Preservation amounts

• Preserved amount		88,954.69	✓
• KiwiSaver preserved amount		0.00	
• Restricted non-preserved amount		0.00	
• Unrestricted non-preserved amount		0.00	
TOTAL Preservation Amounts		88,954.69	

SECTION D: NON-COMPLYING FUNDS

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

SECTION E: TRANSFERRING FUND

ABN:	78 421 957 449
Fund's name:	Super Directions Fund
Contact name:	Chris Jensen
Email address (if applicable):	
Daytime phone number (including area code):	1300 653 456

SECTION F: DECLARATION

I declare that:

- I have prepared the statement with the information supplied by the superannuation provider.
- I have received a declaration made by the superannuation provider that the information provided to me for the preparation of this statement is true and correct.
- I am authorised by the superannuation provider to give the information in the statement to the ATO.

Signature of authorised person: Chris Jensen

Date: 01/07/2021

Rollover benefits statement

Section A: Receiving fund

1 Australian business number (ABN)

2 Fund Name

Self Managed Super Fund

3 Postal address

Street address

PO Box 504

Suburb/town/locality

NORTH LAKES

State/territory

QLD

Postcode

4509

Country if other than Australia

4a Unique Superannuation Identifier (USI)

4b Member client identifier

Section B: Member's details

5 Tax file number (TFN)

XXX-XXX-XXX

6 Full name

Title

Mr

Family name

Petrie

First given name

John

Other given names

7 Residential address

Street address

100 Oleander Drive

Suburb/town/locality

Ashgrove

State/territory

QLD

Postcode

4060

Country

8 Date of birth

Day / Month / Year

21/04/1982

9 Sex

M

10 Daytime phone number

0421466007

11 Email address

johnpetrie@outlook.com

Section C: Rollover transaction details

12 Service period start date Day / Month / Year
22/09/1999

13 Tax components


Tax-free component \$564.56 

KiwiSaver Tax-free component \$0.00

Taxable component :

Element taxed in the fund \$125,995.62

Element untaxed in the fund \$0.00


TOTAL Tax Components \$126,560.18 

14 Preservation amounts

Preserved amount \$126,418.74

KiwiSaver preserved amount \$0.00

Restricted non-preserved amount \$0.00

Unrestricted non-preserved amount \$141.44 

TOTAL Preservation Amounts \$126,560.18

Section D: Non-complying funds

15 Contributions made to a non-complying fund

on or after 10 May 2006 \$0.00

Section E: Transferring fund

16 Fund's ABN 92381911598

17 Fund's name
WEALTH PERSONAL SUPERANNUATION AND PENSION FUND

18 Contact name

Title

Family name
Vaid

First given name
Steve

Other given names

19 Email address

north@amp.com.au

20 Daytime phone number

1800 667 841

Section F: Declaration

Before you sign the declaration, check that you have provided true and correct information. Penalties may be imposed for giving false or misleading information.

TRUSTEE, DIRECTOR OR AUTHORISED OFFICER DECLARATION:

Complete this declaration if you are the trustee, director or authorised officer of the superannuation fund or other provider shown in section E.

I declare that the information contained in the statement is true and correct.

Name (BLOCK LETTERS)

STEVE VAID

Trustee, director or authorised officer signature

Steve Vaid

Date

Day / Month / Year

23/06/2021

Petrie, Rebecca							
Concessional Contribution Cap	30,000.00	30,000.00	25,000.00	25,000.00	25,000.00	25,000.00	
Concessional Contribution	0.00	0.00	0.00	0.00	0.00	0.00	
Unused Concessional Contribution	0.00	0.00	0.00	25,000.00	25,000.00	25,000.00	
Cumulative Carry Forward Unused	N/A	N/A	N/A	0.00	25,000.00	50,000.00	
Maximum Cap Available	30,000.00	30,000.00	25,000.00	25,000.00	50,000.00	75,000.00	75,000.00 Below Cap
Total Super Balance	0.00	0.00	0.00	0.00	0.00	0.00	

NCC Bring Forward Caps

Member	Bring Forward Cap	2018	2019	2020	2021	Total	Current Position
Petrie, John	N/A	0.00	0.00	0.00	0.00	N/A	Bring Forward Not Triggered
Petrie, Rebecca	N/A	0.00	0.00	0.00	0.00	N/A	Bring Forward Not Triggered

Petrie, John

Date	Transaction Description	Contribution Type	Ledger Data				SuperStream Data					
			Concessional	Non-Concession	Other	Reserves	Contribution	Employer	Concessional	Non-Concess	Other	
30/06/2021	formation cost paid by John	Personal - Concessional	1,467.76									
Total - Petrie, John			1,467.76	0.00	0.00	0.00				0.00	0.00	0.00
Total for All Members			1,467.76	0.00	0.00	0.00						

Self-Review Checklist

Items to consider before submitting for manager review.

Financials

- Each report page (BS, P&L, Notes) shows correct period end date
- Balance Sheet is not out of balance
- No Negative Assets or Liabilities
- Assets and Liabilities classified appropriately, ie. current/non-current, Payables/Borrowings
- Share capital named correctly, ie. not "Ordinary A Class Shares" if only "Ordinary Shares" issued
- Trading account showing a gross profit not gross loss, compare GP% TY/LY (& show in workpapers)
- Other income shown below Gross profit but before expenses
- Appropriation Account - separate page usually unless very small P&L, ie. only received dividend
- Notes - check all headings are correct, ie. not missing or saying "Other" & amounts add up correctly
- Signatures on Declarations - should be individual director names not company ie. trustee
- Compilation report signature not on separate page
- No Depreciation schedule if all NIL

Other Issues to Consider

- FBT Contributions for vehicles - have these been done
- Entertainment - if excessive have we considered potential for being staff amenities or other options
- Accounting Fees - have you confirmed expense is matching HA records
- Debtors/Creditors agree to listings in workpapers
- Depreciation in P&L Agrees to Schedule
- Wages & Super reconciled
- GST Liability reconciled
- Shareholder Loans - Div7A issues - ensure any transactions added by us can be explained
- Ledger review - check all accounts in GL to confirm transactions are appropriate
- Do expenses show all amounts, ie. 4 quarters for rates, 12 payments for insurance, etc.

Tax Return Items

- Updated address to client's not HA PO Box (unless exception applies)
- Payments to associates completed
- Loans to Associates completed
- Total Debt value completed
- Losses schedule correct
- Franking account correct
- Tax Summary - main trading entity in first column, reference at footer updated
- Confirm final tax return amounts payable to provision in financials, update if needed



SMSF ESTABLISHMENT DEED

PETRIE SUPERANNUATION FUND

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Trust Deed of Petrie Superannuation Fund

Date of Establishment

7 June 2021

This deed is made by

ANDREW L. PETRIE PTY LTD - ACN 642 986 016 of Unit 1 / 48 Flinders Parade, NORTH LAKES, QLD 4509, ('the Trustee').

1. Background

- A. The Trustee wishes to establish a Self Managed Superannuation Fund for the provision of superannuation benefits for those persons who become Members of the Fund and their Dependents.
- B. It is intended by this Deed to establish a Self Managed Superannuation Fund to be known as Petrie Superannuation Fund (hereinafter called '**the Fund**').
1. The Trustee has agreed to act as the first trustee of the Fund.
 2. The Trustee will at all times maintain the Fund as a Complying Self Managed Superannuation Fund.

The Trustee HEREBY DECLARES that the terms of this Deed are as follows:

1. Name of the Fund

The trusts created by this Deed shall be Petrie Superannuation Fund.

2. Establishment of the Fund

2.1 The Fund will be established as and from the date of this Deed.

2.2 The Fund will be managed, administered and applied in accordance with both this Deed, the Rules of the Fund and the Relevant Law.

3. Fund vested in Trustee

The Fund will be vested in the Trustee and:

3.1 will at all times be held, controlled and managed by the Trustee in accordance with this Deed, the Rules of the Fund and the Relevant Law; and

3.2 no Member will have any beneficial interest in the Fund or any asset of the Fund.

4. Regulated Superannuation Fund

4.1 Upon execution of this Deed the Trustee will elect for the Fund to be a Regulated Superannuation Fund.

Petrie Superannuation Fund

4.2 Either:

- 4.2.1 the Trustee will be the sole trustee which is a constitutional corporation within the meaning of the Relevant Law; or
- 4.2.2 the primary purpose of the Fund will be to provide old age pensions for the members of the Fund upon their retirement and for any other purposes which may be permitted under the Relevant Law from time to time.

5. Complying Self Managed Superannuation Fund

The Trustee will do all things as may be necessary to establish and maintain the Fund as a Complying Self Managed Superannuation Fund.

6. The Rules of the Fund

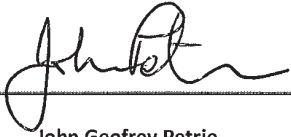
The Rules of the Fund are those rules and schedules attached to this Deed and any amendment of or replacement of those rules or any other rule deemed by the SIS Act to be a governing rule of the Fund.

Petrie Superannuation Fund

Executed as a Deed

The Initial Trustee

Signed, Sealed and Delivered by ANDREW L. PETRIE PTY LTD - ACN 642 986 016 by:



John Geoffrey Petrie
Director



Rebecca Claire Petrie
Director

The Rules of the Fund

1. Purpose of the Fund – Core and Ancillary Purposes

The Fund is to be maintained:

- 1.1 solely for one or more Core Purposes; or
- 1.2 solely for one or more Core Purposes and one or more Ancillary Purposes.

2. Trustee

2.1 Trustee Structure

The Trustee of the Fund may be a Corporate Trustee or one or more individuals but must be a Constitutional Corporation if the Sole or Primary purpose of the Fund is other than the provision of Old-Age Pensions and the Trustee and the Members shall take such action as is considered necessary and appropriate to ensure that every Trustee is constituted in a manner which complies with the Relevant Law including action relating to the filling of vacancies in accordance with Rule 2 and the eligibility, appointment, replacement, representation, removal and composition of every Trustee and the directors of a Corporate Trustee.

2.2 Appointment and Removal of Trustee

2.2.1 Subject to any requirements of the Relevant Law, the Members in accordance with the other provisions of the Rules may at anytime by written notice remove from office any Trustee and shall have the right at any time by deed to appoint a new, replacement or additional Trustee.

2.2.2 Notwithstanding Rule 2.2.1:

- (a) a Trustee appointed by the court or the Regulator shall not be removed by the Members; and
- (b) a Legal Personal Representative appointed as Trustee by reason of Rule 2.2.7(a) or Rule 14.9.1(a)(ii) shall not be removed until the Fund has paid the death benefit of the deceased Member in respect of whom the Legal Personal Representative has been appointed as Trustee.

2.2.3 A person or Corporate Trustee shall only be appointed as a Trustee if that person or Corporate Trustee and every director of the Corporate Trustee have first consented in writing to the appointment as Trustee. A person shall only be appointed as a director of a Corporate Trustee if that person has first consented to their appointment as director of a Corporate Trustee.

2.2.4 Each Trustee and every director of a Corporate Trustee upon appointment must:

- (a) agree in writing to be bound by the Deed and the Rules; and

- (b) complete a declaration in such form approved by the Regulator acknowledging that the duties and responsibilities as a Trustee or a director of a Corporate Trustee of the Fund is understood.

2.2.5 A Trustee will continue to hold office until:

- (a) the Trustee resigns by notice in writing to the Members and to any other Trustees;
- (b) if an individual, the Trustee dies;
- (c) if an individual, the Trustee is under a legal disability and is incapable of performing the duties of a Trustee;
- (d) the Trustee is a Disqualified Person;
- (e) the Fund would fail to satisfy the definition of self managed superannuation fund under the Relevant Law by reason of the Trustee continuing in that role;
- (f) subject to the Relevant Law, complying status of the Fund would be jeopardised or altered unless the Trustee ceased to act in that role
- (g) is removed from office by the Members pursuant to the provisions of the Rules or the Relevant Law;
- (h) is suspended or removed from office by the Regulator pursuant to the Relevant Law.

2.2.6 Any vacancy in the office of Trustee or in the directorship of a Corporate Trustee shall be filled as and when required by the Relevant Law but until and unless any vacancy is filled the continuing Trustee(s) or directors of a Corporate Trustee may continue to exercise the role and function of Trustee unless the requirements of Rule 14.9.1(a)(ii) apply. There shall be no obligation to fill any vacancy unless required by the Relevant Law if there is at least one Trustee or one director of a Corporate Trustee.

2.2.7 Notwithstanding Rule 2.2.6 and having regard to the requirements of Rule 14.9.1(a)(ii) but subject to Rule 2.2.8:

- (a) Where a Member dies and the Trustee is required to exercise a discretion regarding a death benefit to be paid in respect of that deceased Member, the Legal Personal Representative of the deceased Member shall be appointed as either a Trustee or a director of a Corporate Trustee;
- (b) where a Trustee being an individual or a director of a Corporate Trustee is under a legal disability, the Legal Personal Representative of the Trustee or the director shall replace that Trustee or director;
- (c) notwithstanding Rules 2.2.7(a) and Rule 2.2.7(b), if there is more than one Legal Personal Representative of the Trustee, the continuing Trustees shall determine which of the Legal Personal Representatives shall be appointed as Trustees provided always the continuing Trustees shall

appoint at least one Legal Personal Representative of the Member or Trustee, as the case may be, who has died or is under a legal disability;

- (d) A Corporate Trustee shall ensure that the constituent documents of the Corporate Trustee do not prohibit the Legal Personal Representative of a director of the Corporate Trustee who dies or is under a legal disability from replacing that director as a director of the Corporate Trustee.

2.2.8 Rule 2.2.7 does not apply:

- (a) to a Trustee or a director of a Corporate Trustee who dies or is under a legal disability who is not also a Member of the Fund;
- (b) where a continuing Trustee or a director of a Corporate Trustee is the sole Legal Personal Representative of a Trustee or a director of the Corporate Trustee who has died or is under a legal disability;
- (c) where a Legal Personal Representative does not consent to appointment as a Trustee or a director of a Corporate Trustee.

2.2.9 Any requirement under State Trust Law that:

- (a) an appointment of a Trustee, new Trustee, replacement Trustee or additional Trustee must be registered for that appointment to be effective is expressly excluded; and
- (b) the Fund must not have less than two Trustees or places a limit on the number of Trustees that may be appointed and is capable of being expressly excluded by these Rules is expressly excluded provided always that the Fund complies with the Relevant Law.

2.3 Transfer of Assets

2.3.1 If a Trustee's office terminates, the outgoing Trustee must:

- (a) provide to any new or continuing Trustee all records, information and other property relating to the Fund in its control; and
- (b) do all things necessary to complete the appointment of a new Trustee.

2.3.2 If a new Trustee is appointed, then the new Trustee must do such things as is necessary to notify any person and provide such information as is relevant to the assets of the Fund in its control.

2.4 Trustee Meetings

2.4.1 Any Trustee may at any time convene a Trustee meeting by notice to the other Trustees.

2.4.2 A Trustee meeting may be held by any technological means by which the Trustees are able simultaneously to hear each other and to participate in discussion.

2.4.3 Subject to these Rules the Trustees may meet together, adjourn and regulate their meetings as they think fit.

2.4.4 The Trustees may determine the quorum necessary for the conduct of business.

2.5 Decisions of Trustees

2.5.1 Subject to compliance with Rule 2.5.5, business arising at a Trustee meeting will be decided by a majority of the Trustees present and voting and all such decisions of the Trustees shall be binding on all Trustees provided always that in making any decision the Trustees have regard to the covenants or obligations imposed on the Trustees under Rule 3 and the Relevant Law.

2.5.2 Where more than one Legal Personal Representative or parent or guardian of a Member has been appointed as a Trustee in place of that Member, those Legal Personal Representatives or parents or guardians as Trustees shall jointly vote for the purposes of any meeting and resolution.

2.5.3 Where a Trustee is a Member of the Fund and is also Trustee in place of another Member, the Trustee shall have a deliberative vote for the purposes of any meeting and resolution and an additional deliberative vote as Trustee in place of another Member.

2.5.4 Unless otherwise agreed, each Trustee has one vote for every one dollar of their Superannuation Entitlement in the Fund and, if the Trustee is a Trustee in place of another Member, one vote for every one dollar of that Member's Superannuation Entitlement in the Fund.

2.5.5 All decisions of the Trustee concerning the payment of a death benefit pursuant to Rule 14.9.7 in respect of a deceased Member require the prior written consent of the Legal Personal Representative of the deceased Member.

2.6 Written Resolutions

A resolution in writing signed by a majority of the Trustees will:

2.6.1 have the same effect and validity as a resolution of the Trustees present and voting at a Trustees' meeting; and

2.6.2 be deemed to have been passed on the day on which the document was last signed by a Trustee, notwithstanding that the written resolution may have been signed in two or more counterparts and may be in the form of a copy or electronic transmission.

2.7 Conflict of Interest

2.7.1 A Trustees or any director, employee, delegate, agent or other officer of the Trustees may be involved in the exercise of all powers, authorities and discretions conferred on the Trustees notwithstanding that they may have a conflict of interest or duty.

2.7.2 Every Trustee must disclose his interest to the other Trustees and all declarations must be recorded in the minutes of the relevant Trustees' meeting.

2.7.3 The failure by a Trustee to make disclosure under this **Rule 2.7** does not render void or voidable a contract or arrangement in which the Trustee has a direct or indirect interest.

2.7.4 A Trustee may vote in respect of a contract or arrangement or any other matter in which the Trustee or a relative or associate of the Trustee or the relative or associate of a director or shareholder of a Corporate Trustee has a direct or indirect interest.

2.8 Validity of Acts of Trustees

The acts of the Trustee will remain valid notwithstanding that it is subsequently discovered that there was a defect in the appointment of a person as a Trustee or an individual or body corporate appointed as a Trustee was or becomes a Disqualified Person.

2.9 Constituent documents of a Corporate Trustee

A Corporate Trustee must ensure that its constituent documents are consistent with the Rules and any requirements under the Relevant Law.

3. Covenants of Trustees

3.1 Each Trustee covenants:

- 3.1.1 to act honestly in all the Trustee's dealings with the Fund;
- 3.1.2 to exercise the same degree of care, skill and diligence as an ordinary prudent person would exercise in dealing with property of another person for whom the person felt morally bound to provide;
- 3.1.3 to ensure that the Trustee's duties and powers in respect of the Fund are performed and exercised in the best interests of Members;
- 3.1.4 to keep the money and other assets of the Fund separate:
 - (a) from any money and assets that are held by the Trustee personally; and
 - (b) that are money or assets, as the case may be, of a standard employer-sponsor, or an associate of a standard employer-sponsor, of the fund;
- 3.1.5 not 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;
- 3.1.6 to formulate, review regularly and give effect to an investment strategy that has regard to the whole of the circumstances of the Fund including, but not limited to, the following:
 - (a) the risk involved in making, holding and realising, and the likely return from, the Fund's investments, having regard to its objectives and its expected cash flow requirements;

- (b) the composition of the Fund's investments as a whole including the extent to which the investments are diverse or involve the Fund in being exposed to risks from inadequate diversification;
 - (c) the liquidity of the Fund's investments, having regard to its expected cash flow requirements;
 - (d) the ability of the Fund to discharge its existing and prospective liabilities;
- 3.1.7 if there are any reserves of the Fund, to formulate, review regularly and give effect to a strategy for their prudential management, consistent with the Fund's investment strategy and its capacity to discharge its liabilities (whether actual or contingent) as and when they fall due;
- 3.1.8 to allow a beneficiary of the Fund access to any prescribed information or any prescribed documents;
- 3.1.9 to observe any additional covenants to be included in the Rules pursuant to the SIS Act.
- 3.2 Each director of a Corporate Trustee covenants to exercise a reasonable degree of care and diligence for the purposes of ensuring that the Corporate Trustee carries out the covenants referred to in Rule 3.1.

4. Trustee's Powers

4.1 All Powers

The Trustee will have power to do everything necessary or desirable to manage, administer and deal with the Fund and all proceedings, matters and things connected with the Fund in an efficient and economical manner in accordance with the Deed, the Rules and the Relevant Law and as if the Trustee was the legal and beneficial owner of the assets of the Fund, including:

- 4.1.1 **Deal with Fund assets:** entering into and executing all contracts, deeds and documents and doing all such matters and things considered expedient for the purpose of investing Fund monies and carrying out the trusts, authorities, powers and discretions conferred upon the Trustee by the Deed and the Rules;
- 4.1.2 **Bank accounts:** the Trustee may open and operate by any means including electronically any account of any description with any financial institution and make regulations for the operation of such accounts and in accordance with those regulations to jointly or severally draw, make, accept, endorse, discount, issue or otherwise deal with any promissory note, bill of exchange, bill of lading, cheque or other negotiable or transferrable instrument;
- 4.1.3 **Sign, authorise and approve:** determining who shall be entitled to sign, authorise and approve receipts, acceptances, endorsements, releases, promissory notes, bills of exchange and lading, cheques, negotiable and transferrable instruments, agreements, writings, contracts, documents or electronic transactions of any kind whatsoever;
- 4.1.4 **Fund obligations:** giving such undertakings and incurring all such obligations relating to the Fund as the Trustee thinks fit;

- 4.1.5 **Legal proceedings:** instituting, conducting, defending or abandoning, settling, compromising or submitting to arbitration any claim, proceedings, matter or thing relating to the Fund or to the rights of Members or other persons claiming to be entitled to be paid a Benefit from the Fund and allowing time for payment or satisfaction of any debts owed to or by the Fund;
- 4.1.6 **Vary investments:** the Trustee may at any time vary or realise an investment of any part of the Fund and reinvest money resulting from the realisation in any form of investment;
- 4.1.7 **Conduct businesses and profit making undertakings:** the Trustee may conduct and terminate any trade, business or profit making undertaking or scheme anywhere in the world, either alone, in partnership or by joint venture, and under any name as the Trustee thinks fit;
- 4.1.8 **Engage:** the Trustee may engage and pay remuneration to any person (including a Member or Trustee) in connection with anything required to be done pursuant to the Deed and the Rules and may remove or suspend any such person;
- 4.1.9 **Borrowing:** borrowing or raising any financial accommodation including by drawing, endorsing, accepting or otherwise dealing in any bill of exchange, promissory note or other negotiable instrument for the purposes permitted by the Relevant Law (including for the purpose of investing in a limited recourse borrowing arrangement or an instalment warrant arrangement) and secure the borrowing or financial accommodation in such a manner and upon such terms and conditions and at such rate of interest as the Trustees determine and in particular, by assigning, pledging, charging or mortgaging all or any of the assets of the Fund;
- 4.1.10 **Lending:** lending money and securing the repayment of that money in any manner and upon any terms which the Trustee may consider advisable within the confines of the Relevant Law;
- 4.1.11 **Insurance:** insuring or re-insuring any risks, contingencies or liabilities of the Fund;
- 4.1.12 **Pay expenses:** paying out of the Fund all costs, taxes and expenses of the Fund, including the fees of any advisers or agents and the remuneration of persons appointed pursuant to the Rules;
- 4.1.13 **Discharge liabilities:** making and giving receipts and releases or discharges of any kind;
- 4.1.14 **Indemnification:** giving any guarantee, indemnity or undertaking to indemnify any person in respect of any claim, matter or thing relating to the Fund or to the rights of Members, or other persons entitled in respect of the Fund;
- 4.1.15 **Life Insurance Policies:** effecting life insurance policies for the purposes of providing benefits for Members including insurance policies over the life of a Member for the benefit of another Member;
- 4.1.16 **Mortgage Protection Insurance:** effecting mortgage protection insurance or like insurances to cover payment of borrowings by the Fund;

- 4.1.17 **Allocation of insurance premiums and proceeds:** entering into agreements with Members about the payment of insurance policy premiums and the allocation of insurance policy proceeds for any insurance policy not being an Individual Policy;
 - 4.1.18 **Receive gifts or distributions:** receiving property by gift inter vivos or by distribution under a will or under the provisions of any other trust or otherwise from any person and to hold these gifts according to the Rules and to administer such additions under these provisions;
 - 4.1.19 **Payment of Benefits:** paying or applying a Benefit out of the Fund to persons entitled without being responsible for seeing to the application of payments made in the exercise of this or any other power vested in the Trustee by the Deed and the Rules;
 - 4.1.20 **Delegation:** delegating in writing the exercise of all or any of the powers or discretionary authorities conferred on the Trustee and to execute any powers of attorney or other instruments necessary to effect such a delegation;
 - 4.1.21 **To act on advice:** acting upon the advice of any legal practitioner, any medical practitioner, accountant, actuary, superannuation consultant or any investment or financial adviser or any other professional person without being liable to any Members or their Dependants or their Legal Personal Representative in respect of any act done by the Trustees in accordance with such advice;
 - 4.1.22 **Charge a fee:** charging fees for doing anything permitted or required under the Relevant Law and for which a fee may be charged;
 - 4.1.23 **Irrevocable election:** irrevocably electing that the Fund become a Regulated Superannuation Fund.
- 4.2 **Absolute Discretion**
- 4.2.1 Save as expressly provided to the contrary in the Rules, the Trustee in the exercise of the authorities, powers and discretions given to it under the Deed and the Rules, has an absolute and unfettered discretion, and may from time to time exercise or enforce all or any of such powers, authorities and discretions, and will have power generally to do all such things as the Trustee in its absolute discretion considers appropriate in the administration of the Fund and the performance of its obligations under the Deed, the Rules and the Relevant Law.
 - 4.2.2 The Trustee may, in its absolute discretion, waive any requirement of the Deed and the Rules in respect of any Member provided any such action does not cause a breach of the Relevant Law.
- 4.3 **Delegation and Appointment of Attorney by Trustee and Appointment of Custodian**
- 4.3.1 The Trustee may delegate in writing the exercise of all or any of the powers or discretionary authorities hereby conferred on the Trustees and to execute any powers of attorney or other instruments necessary to effect such a delegation.
 - 4.3.2 The Trustee may appoint one or more attorneys under power of attorney upon such terms as the Trustee thinks fit to perform any of the powers, authorities, duties or functions conferred on the Trustee by the Deed, Rules or by law. Any

such power of attorney will remain valid and effectual for the period nominated by the Trustee or until revoked by the Trustee.

- 4.3.3 The Trustee may appoint any person as custodian or nominee to hold legal title for any asset acquired or to be acquired by the Trustee in such terms as the Trustee thinks fit.

4.4 Remuneration of the Trustee

- 4.4.1 The Trustee will not receive any salary or remuneration from the Fund in respect of its services as Trustee unless permitted under the Relevant Law.

- 4.4.2 Subject to the Relevant Law, nothing in the Deed or the Rules will preclude any firm, corporation or partnership of which the Trustee or any of its directors is a partner, director, shareholder, related body corporate (as defined in the Corporations Act) or employee from being paid out of the Fund any proper fees or remuneration for professional or other services rendered by such firm, corporation or partnership in connection with the Fund.

4.5 Inquiries and Complaints

The Trustee must to the extent required by the Relevant Law establish arrangements to deal with inquiries or complaints about the operation or management of the Fund.

4.6 Dependants and Other Beneficiaries

The Trustee may exercise all its powers under the Deed, the Rules and the Relevant Law in respect of Dependants and any other person entitled to a Benefit. All such persons must comply with the provisions of the Rules and any direction of the Trustee in relation to the payment of any Benefit.

4.7 Indemnity

4.7.1 Trustee's Responsibility

Subject to **Rule 4.9**:

- (a) the Trustee is not personally responsible or liable in respect of the execution or purported or attempted execution of, or failure or neglect to exercise or carry out any of the Trustee's duties, authorities, powers or discretions;
- (b) the Trustee (and if a Corporate Trustee, each of its directors) is entitled to be indemnified out of the Fund against all liabilities incurred by the Trustee as the trustee of the Fund; and
- (c) the Trustee is entitled to a lien on, or may use the Fund for the indemnity and generally for the payment of all proper costs and expenses of performing the Trustee's duties under the Deed and the Rules unless prohibited by the Relevant Law.

4.7.2 Trustee's Right of Indemnity and Exoneration

- (a) The Trustee's right of indemnity is limited to the right described in **Rule 4.7.1**;
- (b) The Trustee has no right to indemnity or exoneration by any of the Members against any liability incurred by the Trustee as trustee of the Fund.

4.8 Release

The Trustee (and if a company, each of its directors) is released from all liabilities, losses, costs and expenses incurred in the exercise or purported exercise or attempted exercise of the trusts, powers, authorities and discretions vested in the Trustee or at law, including in respect of any payments made to any person whom the Trustee bona fide believes to be entitled to the payment and it is subsequently found that the person was not in fact so entitled.

4.9 Limited Indemnity and Release

Nothing in the Deed has the effect of giving the Trustee (and if a Corporate Trustee, each of its directors) an indemnity or release in respect of any liability:

- 4.9.1 for a breach of trust, where the Trustee fails to act honestly, or intentionally or recklessly fails to exercise, the degree of care and diligence that the Trustee was required to exercise; or
- 4.9.2 for a monetary penalty under a civil penalty order.

4.10 Confidentiality

The Trustee shall keep confidential all material and information concerning the administration and management of the Fund and concerning Members and their Dependants and only use that material and information in the administration and management of the Fund and unless required expressly in these Rules or by the Relevant Law shall not be obliged to give reasons for any decisions or acts or omissions of the Trustee.

5. Membership

5.1 Admission

The Trustee may in its absolute discretion admit to membership of the Fund any person who has lodged with the Trustee an application for membership in such form as the Trustee may require and may as a condition of admission require the person to enter into a written agreement with the Trustee imposing special conditions in respect of membership.

5.2 Bound by the Deed and the Rules

Every person admitted to membership of the Fund becomes a Member and is bound by the Deed and the Rules.

5.3 Variation of Membership Terms

The Trustee may, by written agreement with any Member, vary the terms and conditions applicable to that Member's membership of the Fund, including the contributions and benefits payable to or in respect of the Member.

5.4 Information to Members

The Trustee must, as soon as practicable after the admission of a Member, and at such other times as is required by the Relevant Law give to that Member and any other entitled person any information and details about the Fund required by the Relevant Law .

5.5 Information from Members

5.5.1 Every Member and Dependant must provide such information and documents, submit to such medical examinations, and generally do such things as the Trustee considers necessary to administer the Fund and for the Trustee to otherwise be satisfied that such person is entitled to a Benefit from the Fund. The Trustee may suspend the payment of any Benefit if any Member or Dependant fails to supply all or any of such information and documents.

5.5.2 Where information or a document is not furnished within six (6) months of the first request, the Benefit payable to or for such Member or Dependent may cease or may be transferred in part or in whole in such amounts as shall be determined by the Trustee to an Eligible Fund.

5.6 Person to Receive a Reversionary Pension

Subject to the Rules and the Relevant Law, the Trustee must admit a person as a Member where that person will be paid a pension from the Fund as a consequence of the death of another Member.

5.7 Cessation of Membership

A person ceases to be a Member of the fund when:

- 5.7.1 when the Member dies;
- 5.7.2 all Benefits which are or may be payable under these Rules in respect of the Member have been paid;
- 5.7.3 a transfer of the balance of their Member Account is made to an Eligible Fund;
- 5.7.4 the Trustee requires a Member to cease membership of the Fund to comply with the Relevant Law;
- 5.7.5 the Trustees determine that a Member is no longer required to be recognised as a Member of the Fund;
- 5.7.6 after the Member has been accepted into membership by the Trustees and the balance of the Member Account of the Member has a nil balance and the Trustees determine that the Member is not to continue to be recognised as a Member of the Fund;

5.7.7 the Trustees shall otherwise reasonably determine.

5.8 Closure of Membership

In order that the Fund obtains, retains or maintains a duty exemption or nominal assessment of duty obtained under the laws of any State or Territory to the transfer of an asset to the Fund when the asset was first acquired by the Trustee and held for the benefit of particular Members of the Fund at that time, the Trustee may close the membership of the Fund to new members permanently or until such time as such asset has been used to pay Benefits to those Members. The Trustee shall do all things and execute all such necessary deeds or documents to give effect to the closure to new members.

6. Contributions to the Fund

6.1 The Trustee:

6.1.1 may accept contributions for the benefit of a Member from the Member or from any other person and which includes

- (a) government co-contribution;
- (b) child contributions;
- (c) spouse contributions;
- (d) the whole or part of any Shortfall Component in respect of any employee or Member received from the Commissioner of Taxation;
- (e) Splittable Contributions; and
- (f) any Downsizer Contributions as defined and provided in the Relevant Law;

6.1.2 must not accept any contribution if, in the opinion of the Trustee, the acceptance of the contribution would be in breach of the Relevant Law;

6.1.3 may allocate, record or treat the whole or part of a contribution in a manner not prohibited by the Relevant Law including the allocation of the whole or part of a contribution to a reserve; and

6.1.4 may refuse to accept part or all of any contributions as the Trustee deems appropriate.

6.2 Form of Contributions

6.2.1 Subject to the Relevant Law, contributions may be made either in money or by in specie transfer of assets not prohibited by the Relevant Law.

6.2.2 If a contribution is made by an in specie transfer:

- (a) the amount of the transfer will be the market value of the asset determined by the Trustee at the time of its transfer;

- (b) any other terms and conditions of the transfer will be as determined by the Trustee; and
- (c) in the event that the Trustee wishes to restrict the Benefits arising from the assets transferred to the Fund under this Rule to particular Members, the Trustee shall either proceed under Rule 7.4 to hold the assets specifically to provide Benefits for those Members, or, if those Members are the only Members of the Fund at the time of transfer, the Trustee may close the membership of the Fund to new members under Rule 5.8.

6.3 Splittable Contributions

The Trustee may allow Splittable Contributions and a Member may request that the Trustee allocate the whole or part of that contribution to any other Member or person so long as any other transfer or allocation is in accordance with the Relevant Law.

6.4 Contribution Repayment or Release

The Trustees may repay the whole or any part of a contribution and any associated earnings to a Member but only if the repayment is not in breach of the Relevant Law. The Trustees may repay a contribution which at the time of making the payment was not intended to be a contribution. The Trustees must repay the whole or part of a contribution and any associated earnings to the Member if directed by the Regulator. The Trustees may deduct from the repayment any liabilities or expenses incurred or provision for liabilities or expenses in relation to the contribution. If excess contributions are received by the Fund and the Trustees receive a release authority under the Relevant Law, then the Trustees may release funds and pay Excess Contributions Tax in accordance with the release authority and the Relevant Law.

7. Investments

7.1 Investment Strategy

The Trustee must formulate in writing, give effect to and review regularly an investment strategy that complies with the requirements of Rule 3.1 and the Relevant Law.

7.2 Authorised Investments

7.2.1 Subject to the Relevant Law, the Trustee may directly or indirectly invest in any investment which the Trustee considers appropriate all or so much of the assets of the Fund not required immediately for the payment of Benefits or other amounts authorised by the Rules.

7.2.2 Without restricting the generality of Rule 7.2.1, the Trustee may invest alone, in partnership or jointly with any other entity in:

- (a) any investment authorised by the laws of the Commonwealth of Australia or any State or Territory of Australia for the investment of trust funds;
- (b) the acquisition of any interest in real or personal property, and the improvement or extension of that property;
- (c) any mortgage on freehold or leasehold property situated in Australia or elsewhere;

- (d) any deposit with any bank, building society, other financial institution or any person or organisation whatsoever and at such rate of interest and upon such terms as the Trustee may deem reasonable;
- (e) the making of any loan to any entity (except to a Member or a relative of a Member) with or without security, and at such rate of interest and upon such terms as the Trustee considers reasonable;
- (f) the acquisition of foreign currencies, commodity contracts, hedging contracts or futures contracts of any kind quoted on a recognised stock exchange;
- (g) the acquisition of shares or stock of any class or description, or of any type of bond, mortgage, debenture, note option, warrant, derivative or other like security in any company or trust fund, society, unincorporated association or other entity in any part of the world whether or not carrying on business in Australia and whether the shares or stock be fully or partly paid up, and whether secured or unsecured, registered or unregistered;
- (h) the acquisition of, or subscription for, any unit or interest in any unit trust established or situated anywhere in the world, and whether such units or interests are fully paid up or whether their issue involves any contingent or reserve liability;
- (i) the acquisition of any financial product (including instalment warrants or other derivative) over any assets in which the Trustee is authorised to invest;
- (j) the acquisition of any precious metals, coins, stamps, works of art, antiques and any other precious objects;
- (k) the acquisition of any insurance policy or annuity of any kind whatsoever and wherever made;
- (l) the discounting of loans, mortgages, contracts, hire purchase agreements or leases;
- (m) the acquisition of digital currency, cryptocurrency and such other similar or like digital assets;
- (n) bills of exchange, bill of lading, promissory notes or other negotiable or transferable instruments; and
- (o) Any other investment the Trustee considers appropriate.

7.3 Power to Sell and Vary Investments

The Trustee may sell or otherwise dispose of any investments and to vary and transpose any investments into other investments authorised by the Rules.

7.4 Assets Specific to a Member

7.4.1 The Trustees, with the agreement of the Member concerned, may invest in or acquire certain identifiable investments or assets for the benefit of any Member and to make a specific investment for the benefit of any Member providing that such investment complies with the investment strategy of the Trustees and shall hold such assets for the specific benefit of the Member concerned and which shall be recorded in the Member's account.

7.4.2 Notwithstanding anything contained in the Rules, any asset held for the specific benefit of a Member shall be segregated from other assets of the Fund and shall not be transferred out of the Member's account and no other person shall obtain an interest in the asset unless:

- (a) the asset is being transferred to the Member as payment of a Benefit in specie to the Member;
- (b) the asset is being sold and the proceeds are to be paid to the Member as payment of a Benefit; or
- (c) the transfer of the asset does not affect any duty exemption or nominal assessment of duty obtained under the laws of any State or Territory to the transfer of the asset to the Fund when the asset was first acquired by the Trustees.

7.5 Restrictions on Member Contributed Property.

7.5.1 Notwithstanding any other provision in the Rules to the contrary, where the Trustee acquires Member Contributed Property:

- (a) either:
 - (i) the Transferor of the Member Contributed Property must be the only Member of the Fund and the Trustees must not admit any further Members to the Fund whilst the Fund holds the Member Contributed Property; or
 - (ii) the Member Contributed Property must be used solely for the benefit of the Transferor; and
- (b) any Member Contributed Property must be used solely for the purpose of providing a retirement benefit to the Transferor; and
- (c) to which the preceding Rules apply:
 - (i) must be held by the Trustees specifically for the benefit of the Transferor as a Member of the Fund; and
 - (ii) cannot be pooled with any property held for another Member of the Fund; and
 - (iii) no other Member of the Fund can obtain an interest in the Member Contributed Property.

7.6 Gifts and Distributions

7.6.1 Subject to the Relevant Law, the Trustee may accept gifts or distributions made to the Fund from any person or organisation whatsoever.

7.6.2 The Trustee may allocate such gifts or distributions to any Account of the Fund for any purpose as it sees fit.

7.7 Investment Income

The Trustee must at the Review Date:

7.7.1 value all of the assets of the Fund; and

7.7.2 determine the net income and net capital gains of the Fund (whether realised or unrealised) for the period since the last Review Date, after deducting any capital losses, expenses and Taxes as the Trustee considers appropriate.

7.8 Fund Earning Rate

At the Review Date, the Trustee must determine the rate at which the income of the Fund is to be credited or debited to Member Accounts and other Accounts and reserves established by the Trustee, having regard to:

7.8.1 the amount of income for the Financial Year ending on the relevant Review Date;

7.8.2 the amount of income expected for the subsequent Financial Year;

7.8.3 the amount of income credited to the Member's Accounts in previous Financial Years;

7.8.4 the amount of Taxes, costs and other liabilities of the Fund;

7.8.5 investment strategies of the Fund; and

7.8.6 any other matters the Trustee considers relevant.

7.9 Interim Fund Earning Rate

During a Financial Year, the Trustee may determine an interim rate at which the income of the Fund is to be credited or debited to any Member Account for the purpose of calculating the Member's entitlement to Benefits.

8. Borrowing - section 67A and 67B of the SIS Act Arrangements

Pursuant to **Rule 4.1.9** and subject to the Relevant Law, the Trustee may:

8.1 borrow monies for the purposes of acquiring asset(s); and

8.2 authorise a charge to be given over asset(s) to be acquired.

9. Estate Planning

9.1 Non-Binding Death Benefit Nomination

- 9.1.1 A Member may, in writing, notify the Trustee of the manner in which the Member would prefer their Benefit to be distributed upon the Member's death (**'Non-Binding Death Benefit Nomination'**)
- 9.1.2 The Trustee need not comply with a Non-Binding Death Benefit Nomination.
- 9.1.3 A Member may vary or revoke a Non-Binding Death Benefit Nomination at any time.

9.2 Binding Death Benefit Nomination

- 9.2.1 A Member may at any time in writing (the form and content of which writing need not comply with the Relevant Law and which writing may be contained within a testamentary instrument and which may be given to the Trustees after the Member's death and which does not need to be given by the Member personally) direct the Trustee about the manner in which the Member's Benefit is to be distributed upon their death and the beneficiaries to whom it is to be paid (being persons who would be Dependants and the Member's Legal Personal Representative and any other person authorised by the Relevant Law) and, if to more than one person, in what proportions (**'Binding Death Benefit Nomination'**).
- 9.2.2 A Member may:
 - (a) confirm, vary or revoke a Binding Death Benefit Nomination at any time;
 - (b) elect that all or some (as specified by the Member in the nomination) of the directions in the Binding Death Benefit Nomination shall be binding upon the Trustee.
- 9.2.3 A Binding Death Benefit Nomination need not contain an express statement that a direction is binding to be binding and it shall be sufficient if it uses words or language that satisfy the Trustee that the direction was intended by the Member to be binding.
- 9.2.4 A Binding Death Benefit Nomination may:
 - (a) be lapsing or non-lapsing as to the whole or part;
 - (b) specify a period or date after which a direction is to be no longer binding but is to otherwise remain valid;
 - (c) specify a period or date after which it lapses as to the whole or part;
 - (d) contain conditions which must be satisfied or met in order for a Benefit to be paid;
 - (e) specify the type, amount and proportion of different components of Benefit to be paid;

- (f) specify whether or not a pension including a reversionary pension is to be provided;
- (g) revoke, vary or replace a nomination or direction about the continuation of pension as a reversionary pension upon death of the Member
- (h) specify the circumstances in which directions intended to be binding are to be treated as no longer binding including but not limited to:
 - (i) the marriage, separation, divorce or death of a beneficiary;
 - (ii) the marriage, separation, divorce of the Member;
 - (iii) where a beneficiary consents;
- (i) specify payment of a Benefit to a trust in which the beneficiaries are limited to those persons who are the Member's Dependants for the purposes of section 302-195 of the Income Tax Assessment Act 1997.

9.2.5 Unless expressed to the contrary, a Binding Death Benefit Nomination requiring a Benefit to be paid to a spouse of a Member will be revoked if proceedings have commenced, or will be commenced, under the *Family Law Act 1975* (Cth) or similar laws seeking a dissolution of the marriage between that Member and the spouse.

9.2.6 Notwithstanding this Rule 9.2, any notice in writing concerning the payment of a Member's Benefit upon their death prepared by a Member pursuant to Rules governing the operation and administration of the Fund prior to the adoption of these Rules shall continue to have full force and effect unless and until it lapses or is subsequently revoked, modified, amended or varied.

9.3 Member Directed Superannuation Benefit Plan

9.3.1 The Trustees and a Member may enter into an agreement in writing about the payment of a Benefit to beneficiaries upon the Member's death and which include terms and conditions of the type set out in Rules 9.2.4. (**'Member Directed Superannuation Benefit Plan'**).

9.3.2 The terms of a Member Directed Superannuation Benefit Plan shall form part of these Rules as between Member and the Trustees and shall be read together with the Rules as follows:

- (a) subject to the Relevant Law, the Member Directed Superannuation Benefit Plan prevails over any Binding Death Benefit Nomination made under Rule 9.2 unless the Binding Death Benefit Nomination expressly revokes or replaces the Member Directed Superannuation Benefit Plan made under this Rule 9.3;
- (b) the Member Directed Superannuation Benefit Plan replaces any previous Member Directed Superannuation Benefit Plan made under this Rule;
- (c) any previous Binding Death Benefit Nomination given under Rule 9.2 is to be treated as not in effect for the purposes of Rule 9.2 and Rule 14.9.3;

- (d) the terms of the Member Directed Superannuation Benefit Plan are to prevail if there is any inconsistency between the Member Directed Superannuation Benefit Plan and the Rules; and
- (e) if part of an Member Directed Superannuation Benefit Plan is invalid because a beneficiary is not eligible to receive a Benefit under the Relevant Law then that part of the Benefit shall be distributed in accordance with Rule 14.9.7.

9.3.3 A Member may confirm, vary or revoke a Member Directed Superannuation Benefit Plan.

9.4 Reversionary Pension

Subject to the Relevant Law and Rule 14.9.6, the Trustee must comply with any terms and conditions contained in a pension or a Binding Death Benefit Nomination or a Member Directed Superannuation Benefit Plan made under these Rules or any equivalent Rule contained in prior Rules concerning the continuation or otherwise of a pension as a reversionary pension upon death of the Member.

9.5 Consistency of Estate Planning

The Trustee must ensure that there is consistency as between all of:

- 9.5.1 a Non-Binding Death Benefit Nomination (**Rule 9.1**);
- 9.5.2 a Binding Death Benefit Nomination (**Rule 9.2**);
- 9.5.3 a Member Directed Superannuation Benefit Plan (**Rule 9.3**); and
- 9.5.4 the terms and conditions of any pension (**Rule 9.4 and Rule 14.5**);

made by or in place for a Member.

10. Fund Accounts

10.1 Fund Accounts

The Trustee must keep Accounts and reserves that the Trustee considers appropriate for the purpose of administering the Fund and calculating the Benefit payable to each Member.

10.2 Member Accounts

The Trustee must keep separate Accounts for each Member and if necessary, separate Accounts for the purposes of:

- 10.2.1 differentiating between contributions made by a Member and contributions made by others for the benefit of the Member;
- 10.2.2 differentiating between a Member's preserved and non-preserved benefits;
- 10.2.3 calculating the tax free and taxable components of a Member's Benefit within the meaning of the Relevant Law;

- 10.2.4 identifying particular assets which are funding a Member's pension;
- 10.2.5 enabling Members to have one or more pensions; and
- 10.2.6 any other purpose as the Trustee considers appropriate.

10.3 Crediting and Debiting Member Accounts

The Trustee will credit or debit (as the case may be) each Member's Accounts with:

- 10.3.1 contributions received from the Member or for the benefit of the Member;
- 10.3.2 income or losses of the Fund as determined by the Trustee;
- 10.3.3 amounts transferred to or from a reserve of the Fund;
- 10.3.4 amounts transferred to or from an Eligible Fund;
- 10.3.5 the amount of any Splittable Contributions as agreed between the Member and the Trustee;
- 10.3.6 the amount of any payment split that the Trustee is required to apply in accordance with the *Family Law Act 1975 (Part VIII B)*;
- 10.3.7 any Taxes, expenses or liabilities in relation to the contributions received in respect of the Member;
- 10.3.8 any Taxes, expenses or liabilities of the Fund that the Trustee considers appropriate;
- 10.3.9 any Benefit paid to the Member or any other person as approved by the Trustee;
- 10.3.10 any premiums and other expenses of any insurance policies in respect of the Member
- 10.3.11 any proceeds of insurance effected for the benefit of the Member;
- 10.3.12 any other amount which shall be credited or debited for the purposes of the Rules; and
- 10.3.13 any other amounts that the Trustee considers appropriate.

10.4 Reserves

The Trustee may establish and maintain the following reserve accounts:

- 10.4.1 a Reserve for smoothing any fluctuations in the value and earnings of investments of the Fund;
- 10.4.2 a Taxation Reserve for making provision for any existing or prospective liability for Taxes or any other liability;
- 10.4.3 such Reserves or liability accounts to assist the Trustee to identify the value of assets that may be exchanged or segregated as either current pension assets,

non-current pension assets or that are dealt with as a different sub-fund, segment or partition; and

10.4.4 such other reserves and accounts for any other purpose the Trustee considers appropriate.

11. Fund Expenses and Taxation

11.1 Expenses

11.1.1 Except as otherwise provided, all expenses relating to the establishment, administration, operation or winding up of the Fund will be borne by the Fund and paid by the Trustee out of the assets of the Fund.

11.1.2 The Trustee may debit Member Accounts, reserves and any other Accounts as it considers appropriate to reflect the payment, or the provision of expenses and notwithstanding anything expressed or implied to the contrary in the Rules, the expenses of the Fund shall be distributed in a fair and reasonable manner as between all Members and in determining what is fair and reasonable the Trustee may have regard to whether such expenses were to the benefit or detriment of some or one, but not all, of the Members.

11.2 Taxes

11.2.1 The Trustee must pay all Taxes assessed to the Fund.

11.2.2 The Trustee may deduct from a Member's Account, a reserve or any other Account any Taxes referable to:

- (a) contributions made to the Fund for the benefit of a Member;
- (b) earnings attributed to a Member's Account;
- (c) any Benefit from which the Trustee considers Taxes may be payable.

11.2.3 The Trustee may deduct from a Member's Account any Excess Contributions Tax payable by that Member in accordance with **Rule 6.4**.

11.2.4 Subject to the Relevant Law the Trustee may allocate any refund of Taxes to a Member's Account, reserve or other Account.

12. Records and Reports

12.1 Records and Accounts to be kept

The Trustee must in such manner and form and at such time as required by the Relevant Law:

12.1.1 keep full and comprehensive minutes of meetings;

12.1.2 keep account of all moneys received by or for, and disbursed from, the Fund and of all dealings of the Fund;

12.1.3 collect and promptly pay into a bank or other account of the Fund all moneys due to the Fund;

12.1.4 keep appropriate records, books and accounts, having regard to the requirements of the Relevant Law;

12.1.5 make suitable arrangements for the custody of documents relating to the investments of the Fund;

12.1.6 details of any order or agreement for a payment split that the Trustee is required to apply in accordance with the Family Law Act 1975 (Part VIII B); and

12.1.7 prepare accounts, returns and statements in relation to the Fund as at the end of the Financial Year.

12.2 Audit

The Trustee must appoint an Auditor to audit the accounts and statements of the Fund and to report in writing to the Trustee in respect of such audit within the time specified by the Relevant Law.

12.3 Inspection of records

The Trustee must allow Members to inspect such documents and information as required by the Relevant Law.

12.4 Report to Regulator

The Trustee shall provide to the Regulator such reports required from time to time by the Relevant Law. The Trustee shall give to the Regulator notice of changes to the Fund in such form and in such manner as specified by the Relevant Law that the Trustee must give to the Regulator.

13. Transfers of Benefits

13.1 Transfers within the Fund

The Trustee with the consent of the Member may pay or transfer in the form money or assets of the Fund or a combination of both all or part of the Member's interest or entitlement in the Fund to another Member's Account provided that:

13.1.1 the payment or transfer is not prohibited by the Relevant Law;

13.1.2 the Member shall be deemed to have consented to payment or transfer if the payment or transfer is required by the Relevant Law; and

13.1.3 the payment or transfer is made in accordance with the provisions, if any, of the Relevant Law.

13.2 Transfers to Other Funds

Subject to the Rules and the Relevant Law, the Trustee may pay or transfer to an Eligible Fund all or part of a Member's interest or entitlement to benefits in the Fund on such terms and conditions determined by the Trustee:

- 13.2.1 when requested by the Member;
- 13.2.2 when permitted or required by the Relevant Law whether or not requested or consented by the Member and the Member shall be deemed to have consented to such payment or transfer; and
- 13.2.3 such payment or transfer may be in the form of money or assets of the Fund or a combination of both.

13.3 Benefits Cease

If there is a payment or transfer made under Rule 13.2:

- 13.3.1 the payment or transfer will satisfy the Member's interest or entitlement to those benefits to the extent of the amount paid or transferred;
- 13.3.2 the receipt of the payment or transfer by the trustee of the Eligible Fund will discharge the Trustee with respect to any liabilities referable to the amount paid or transferred; and
- 13.3.3 after the payment or transfer, the Trustee will not be responsible for the future application of the particular amount.

13.4 Transfers from Other Funds

- 13.4.1 Upon a Member's requests, the Trustee may accept a payment or transfer of money or assets from an Eligible Fund:
 - (a) on such terms and conditions imposed by the Eligible Fund;
 - (b) on such terms and conditions determined by the Trustee; and
 - (c) which is not prohibited by the Relevant Law.
- 13.4.2 The Trustee shall have regard to the provisions governing the preservation of benefits in the Eligible Fund to ensure that any Benefit arising from the assets transferred will only be paid to or in respect of the Member in circumstances similar to those provided for in the provisions governing the Eligible Fund:
 - (a) where the Eligible Fund is an overseas pension scheme or foreign superannuation fund, to the extent required by foreign law; and
 - (b) to extent required by the Relevant Law.
- 13.4.3 Subject to the requirements of this Rule 13.4 and the Relevant Law, the Trustee will credit the Member's Accounts in the manner agreed between the Trustee and the Member with the money or assets paid or transferred under this **Rule 13.4**.

13.5 Transfers from UK Registered Pension Schemes

- 13.5.1 Notwithstanding Rule 14, this Rule 13.5 applies to Recognised Transfer Amounts accepted by the Trustees pursuant to Rule 13.4 from a registered pension scheme in the United Kingdom:

- (a) subject to this Rule, a Member is only entitled to receive a Benefit sourced from a Recognised Transfer Amount when the Member is permitted by the UK Regulations;
- (b) the Trustees must not pay a Benefit sourced from a Recognised Transfer Amount to a Member any earlier than would be payable if pension rule 1 of section 165 of the Finance Act 2004 (United Kingdom) applied;
- (c) this Rule 13.5 may be amended only if, after the amendment, the amended Rule would continue to comply with the QROPS Requirements;
- (d) a Recognised Transfer Amount may be transferred to an Eligible Fund in accordance with Rule 13.2 only where the provisions governing the Eligible Fund contain provisions to the same effect as this Rule 13.6 in respect of a Recognised Transfer Amount;
- (e) the Trustees must do all necessary things to comply with the QROPS Requirements including but not limited to the Benefits Tax Relief Test and the Pension Age Test.

14. Benefits

14.1 When Payable

14.1.1 Subject to the Relevant Law and these Rules, a Benefit may be paid when:

- (a) the Member has reached the Preservation Age;
- (b) the Member has reached the Retirement Age;
- (c) the Member has ceased to be Gainfully Employed;
- (d) the Member suffers Temporary Incapacity; or
- (e) the Member suffers Permanent Incapacity.
- (f) the Member suffers from a Terminal Medical Condition;
- (g) the Member has died;
- (h) compassionate grounds;
- (i) a First Home Super Saver Scheme benefit as provided in the Relevant Law;
or
- (j) such other events or circumstance allow a Benefit to be paid.

14.1.2 A Benefit must be paid by the Trustee if required under the Relevant Law.

14.2 Method of Payment

14.2.1 A Benefit may be paid:

- (a) in a lump sum;

- (b) by way of one or more pensions;
- (c) by an in specie transfer of assets of the Fund;
- (d) in any other way permitted by the Relevant Law; or
- (e) as a combination of any of the above.

14.2.2 The Trustee may pay the whole or part of a Benefit by the payment or transfer of money or assets of the Fund but must pay a Benefit in a particular way if required by the Relevant Law.

14.3 Payment Conditions

14.3.1 The Trustee may impose any reasonable conditions regarding payment of Benefits, such as requiring a Member or the Member's Legal Personal Representative to produce evidence of entitlement.

14.3.2 A Benefit must not be paid if doing so would result in the Fund not complying with the Relevant Law.

14.4 Lump Sum

14.4.1 The Trustee may, at its discretion, pay a lump sum Benefit if requested by a Member.

14.4.2 The lump sum Benefit may be paid:

- (a) in money as a single payment or in instalments; or
- (b) by way of an in specie transfer of assets of the Fund of equivalent value, with the value determined on an arms' length basis at the date of transfer.

14.4.3 Subject to **Rule 14.4.4**, the amount of any lump sum Benefit must not:

- (a) exceed the balance of the Member's Accounts; or
- (a) be less than any amount required under the Relevant Law.

14.4.4 Subject to the Trustee's discretion, in addition to any lump sum Benefit paid under **Rule 14.4.2**, the Trustee may pay an amount from a reserve of the Fund to a Member.

14.5 Pension

14.5.1 The Trustee may, at its discretion, pay a pension if requested by a Member.

14.5.2 Subject to the Relevant Law and **Rule 14.6**, a pension will be paid subject to the following:

- (a) payment shall be in such amounts and on such terms and conditions as agreed in writing by Trustee and the Member;
- (b) a pension may include a nomination or direction about the continuation of the pension as a reversionary pension upon death of the Member;

- (c) a pension may be subject to or varied by a Binding Death Benefit Nomination made under Rule 9.2 or Member Directed Superannuation Plan made under Rule 9.3;
- (d) the Trustee with the consent of the Member may at any time vary the terms and conditions of a pension including a variation which adds, removes or replaces any nomination or direction about the continuation of the pension as a reversionary pension upon death of the Member;
- (e) a variation of a pension shall not create a new pension unless expressly provided otherwise in writing;
- (f) the terms and conditions of a pension shall form part of the Rules.

14.6 Pension Conditions

- 14.6.1 Any standards with respect to the payment of pensions contained in the Relevant Law are incorporated in, and form part of the Rules.
- 14.6.2 Any pension paid to a Member must be provided pursuant to any standards contained in the Relevant Law.
- 14.6.3 In providing a pension to a Member, and subject to **Rule 14.6.1** and the Trustee's discretion, the Trustee may apply any amount from the Member's Account and/or a reserve of the Fund.
- 14.6.4 If a pension is also an Asset Test Exempt Pension, the relevant provisions of the Social Security Act 1991 or the Veterans' Entitlements Act 1986 apply to the extent of any inconsistency to ensure the pension qualifies or continues to qualify as an Asset Test Exempt Pension.

14.7 Recommencement of a Ceased Pension

Where a pension has ceased because any minimum pension payment requirement of the Relevant Law has not been satisfied then that pension shall re-commence on the same terms and conditions as the ceased pension on the first day of July following the day that the pension ceased.

14.8 Commutation

- 14.8.1 The Trustee may, at its discretion, commute a part of the whole of a Benefit if requested by a Member but if a Benefit is subject to a cashing restriction the Trustee shall ensure the Benefit is only commuted in accordance with the Relevant Law.
- 14.8.2 The Trustee must not commute a part or the whole of a Benefit if the commutation will cause the Fund to breach the Relevant Law.
- 14.8.3 Any commutation amount may be applied by the Trustee:
 - (a) to pay a lump sum Benefit to the Member;
 - (b) to pay one or more pensions to the Member;

- (c) be allocated to the Member's Accounts; or
- (d) in any way not prohibited by the Relevant Law.

14.9 Death Benefits

14.9.1 Upon the death of a Member but subject to any Binding Death Benefit Nomination or a Member Directed Superannuation Benefit Plan:

- (a) the Trustee shall not exercise any discretion or power concerning the payment of a death benefit unless:
 - (i) the prior written consent of the Legal Personal Representative of the deceased Member has been obtained to the manner and form of payment and to whom payment is to be made; or
 - (ii) the Legal Personal Representative of the deceased Member is a Trustee or director of a Corporate Trustee;
- (b) the Trustee may continue to pay to the Legal Personal Representative any pension paid to the deceased Member
- (c) the Trustees may pay or transfer a death benefit to an Eligible Fund for payment to a Dependant in a manner permitted by the Relevant Law;
- (d) the Trustees may transfer a death benefit to a trust in which the beneficiaries of such trust are limited to those persons who are Dependents for the purposes of section 302-195 of the Tax Act.

14.9.2 The Trustee may comply with a Non-Binding Death Benefit Nomination of a Member made under Rule 9.1 or any equivalent Rule contained in prior Rules provided that the payment is permitted by the Relevant Law.

14.9.3 The Trustee must comply with a Binding Death Benefit Nomination of a Member made under Rule 9.2 or any equivalent Rule contained in prior Rules provided that the payment is permitted by the Relevant Law.

14.9.4 The Trustee must comply with a Member Directed Superannuation Benefit Plan of a Member made under Rule 9.3 or any equivalent Rule contained in prior Rules provided that the payment is permitted by the Relevant Law.

14.9.5 The whole or part of a Member's Benefit payable on death which is not subject to or is not permitted to be paid pursuant to a Binding Death Benefit Nomination or a Member Directed Superannuation Benefit Plan shall be paid by the Trustee in accordance with Rule 14.9.7 and Rule 14.9.8.

14.9.6 Subject to the Relevant Law and notwithstanding Rule 9.5, if there is any inconsistency between a pension or a Binding Death Benefit Nomination or a Member Directed Superannuation Benefit Plan made under the Rules or any equivalent Rule contained in prior Rules, the terms and conditions of whichever of the pension or Binding Death Benefit Nomination or Member Directed Superannuation Benefit Plan is the later made will prevail.

14.9.7 Subject to Rule 14.9.3 and Rule 14.9.4 and the Relevant Law, the Trustee must distribute the balance of the Member's Accounts as a death benefit in such manner, form or type and in such proportions as the Trustee may in the absolute discretion of the Trustee decide to:

- (a) one or more Dependants; or
- (b) the Legal Personal Representative; or
- (c) any other persons permitted by the Relevant Law; or
- (d) a combination of any of the above.

14.9.8 Subject to Rule 14.9.6, if the terms and conditions of a pension payable to the Member include a reversion to another person then the Trustee must pay the pension in accordance with **Rule 9.4**.

14.9.9 Subject to the Relevant Law, and notwithstanding any other provision of this **Rule 14.9**, the Trustee may in its absolute discretion pay an additional amount from other Accounts and/or reserve, to the Legal Personal Representative or one or more of the deceased's Dependants.

14.9.10 Any additional amount paid as contemplated in **Rule 14.9.9** will not form part of the Member's death benefit.

14.10 Suspension of Benefit

The Trustee may suspend, alter or withhold any Benefit where a Member or Dependand:

14.10.1 fails to provide any information or to do anything contemplated by Rule 5.5.1 or if provided is carelessly incorrect, or deliberately misleading; or

14.10.2 otherwise fails to comply with the other provisions of the Rules or the requirements of the Relevant Law.

14.11 Preserved Benefits

Nothing in the Deed or Rules requires or permits the payment of a Benefit to a Member where the Relevant Law requires that Benefit to be preserved.

15. Family Law Splitting and Flagging

15.1 Complying with Agreements and Orders

15.1.1 The Trustee shall only be obliged to comply with any request for information, agreement or order made under Part VIII B of the Family Law Act 1975 to the extent permitted or required by the Relevant Law.

15.1.2 The Trustee may impose a fee for the administrative costs associated with complying with an agreement or order made under Part VIII B of the Family Law Act 1975 and such fee shall be payable by such persons and in such proportions as prescribed by the Relevant Law or Part VIII B of the Family Law Act 1975. The Trustee may add interest, at a rate the Trustee determines, to any unpaid fee

that the Trustees impose and may debit the interest to a Benefit or interest that the relevant Member or person deemed to be a Member has in the Fund.

15.1.3 Nothing in the Rules shall impose a duty or obligation upon the Trustees to admit as a Member of the Fund any person being a party to an agreement or order made under Part VIII B of the Family Law Act 1975 who is not already a Member of the Fund and the Trustee may transfer to an Eligible Fund any Benefit to which such person is entitled.

15.1.4 Notwithstanding anything contained in the Rules, a Benefit payable to a Member or Dependant under the Rules shall be subject to any agreement or order made under Part VIII B of the Family Law Act 1975 applying to that Benefit.

15.2 Information Request

The Trustee upon written application for information about a superannuation interest by an eligible person in the manner prescribed by Part VIII B of the Family Law Act 1975 (Cth) together with such other properly completed prescribed supporting documentation and upon the payment of any fee permitted to be imposed by the Trustee will provide information about the superannuation interest in the prescribed form.

16. Termination of the Fund

16.1 Termination

The Fund will be terminated on such date determined by the Trustee if the Regulator requires the Fund to be terminated or if the Trustee resolves to terminate the Fund in any of the following circumstances:

16.1.1 the Trustee decides to terminate the Fund;

16.1.2 there are no Members in the Fund; or

16.1.3 if all the Members request the Trustee to terminate the Fund.

16.2 Application of Assets

Subject to the Relevant Law, the Trustee must apply the assets of the Fund to the extent that there are sufficient assets to do so in the following priority:

16.2.1 towards the costs of administering and winding up the Fund;

16.2.2 in paying or transferring a Member's Benefit in accordance with these Rules;

16.2.3 any remaining amounts to be paid by the Trustee to Members, Dependents, former Members, deceased Members or Legal Personal Representatives, in such proportions as the Trustee in its discretion determines is appropriate; and

the receipt by any person of any amount under this **Rule 16.2** will be in full discharge of any claims in respect of the Fund.

17. Alteration of the Deed and Rules

17.1 Amendment

Subject to Rule 17.2 and Rule 17.3, the Trustee may by deed at any time and from time to time amend all or any of the provisions of the Deed or these Rules (including this Rule 17.1), provided that the amendment does not:

17.1.1 vary the main purpose of the Deed and Rules being:

- (a) to establish a Regulated Superannuation Fund; and
- (b) to provide benefits to Members on retirement or to the Dependants of Members in the event of death before retirement of the Member; or

17.1.2 have the effect of reducing any Benefit that has accrued or has become payable to a Member before the amendment taking effect unless:

- (a) the reduction is required due to tax payable on income of the Fund;
- (b) the reduction is required to enable compliance with the Relevant Law;
- (c) the reduction is approved in writing by the affected Members; or
- (d) the Regulator has approved the reduction in writing.

17.2 Amendment Restrictions

Notwithstanding Rule 17.1 and subject to Rule 17.3, no amendment of all or any of the provisions of the Deed or the Rules shall be made by the Trustee:

17.2.1 which would permit the sole or primary purpose of the Fund to be other than the provision of Old-Age Pensions while the Trustee is one or more individuals; or

17.2.2 which would permit the Trustee to be other than a Constitutional Corporation while the sole or primary purpose of the Fund is other than the provision of Old-Age Pensions; or

17.2.3 without the consent in writing of the Legal Personal Representative of a deceased Member if the death benefit payable in respect of the deceased Member has not been paid.

17.3 Amendments requiring Consent of Members and Others

Notwithstanding Rule 17.1, no amendment of all or any of the provisions of the Deed or the Rules shall be made by the Trustee except with the written personal consent of Members or, if a Member is unable to give written personal consent, with the written consent of the Legal Personal Representative and all of the Dependants of that Member:

17.3.1 which would have the effect of amending Rule 17.2 or Rule 17.3;

17.3.2 which would have the effect of altering the existing terms and conditions of:

- (a) a pension payable to the Member or their Dependants;
- (b) a Binding Death Benefit Nomination made by the Member; or
- (c) a Member Directed Superannuation Benefit Plan;

17.3.3 which would have the effect of amending Rule 13.5 if to do so resulted in the Fund failing to comply with the QROPS Requirements;

17.3.4 which would have the effect of changing the restrictions contained in Rule 7.5 when the Trustee holds Member Contributed Property.

17.4 Amendments Subject to the Relevant Law

Notwithstanding anything in this Rule, the Deed and the Rules cannot be amended if the amendment is contrary to the Relevant Law.

17.5 Trustee Act 1936 (SA)

The provisions of section 35B of the Trustee Act 1936 (SA) shall not apply.

18. Definitions

In the Deed and Rules unless the contrary intention appears:

'Account' means an account established by the Trustee for the purpose of administering the Fund or calculating the Benefit payable in respect of a Member or for any other purpose under the Deed or Rules;

'Ancillary Purposes' means those purposes that are defined in section 62 of the SIS Act;

'Asset Test Exempt Pension' means a pension that is exempt from or excluded from the assets test in whole or part under the Social Security Act 1991 or the Veterans' Entitlements Act 1986 (and any applicable regulations);

'Auditor' means an approved smsf auditor within the meaning of subsection 10(1) of the SIS Act, who is appointed for the purposes of auditing the Fund;

'Benefit' means the benefits payable or that may be payable to or for a Member or their Dependants or any other person under the Deed, Rules or the Relevant Law;

'Complying Self Managed Superannuation Fund' means a Fund that satisfies the requirements of section 42A of the SIS Act;

'Constitutional Corporation' means a trading or financial corporation formed within the limits of the Commonwealth (within the meaning of paragraph 51(xx) of the Commonwealth of Australia Constitution Act);

'Core Purposes' means those purposes for which the Fund is established that are defined in section 62 of the SIS Act;

'Corporate Trustee' means a body corporate that is a Trustee of the Fund and includes a Constitutional Corporation;

Petrie Superannuation Fund

'Deed' means the Deed establishing the Fund and as amended;

'Dependant' means:

- (a) a Member's spouse, but if there is more than one person who fits that description, the Trustee shall determine which one or more persons are to be treated as the Member's spouse;
- (b) a Member's child including any person who in the Trustee's opinion is maintained as a child by the Member; or
- (c) any other person with whom the Trustee considers the Member has an interdependency relationship as defined in section 10A of the SIS Act;

'Disqualified Person' has the same meaning as in section 120 of the SIS Act;

'Eligible Fund' means a superannuation fund, an approved deposit fund, an eligible rollover fund, a rollover annuity, or any other like fund or annuity which the acceptance of monies or assets from, or the payment or transfer of monies or assets to, would not, in the opinion of the Trustee, be in breach of the Relevant Law;

'Excess Contributions Tax' means any tax imposed by reason of the *Superannuation (Excess Concessional Contributions Tax) Act 2007* (Cth) or the *Superannuation (Excess Non-Concessional Contributions Tax) Act 2006* (Cth) or successor legislation;

'Financial Year' means a period of twelve (12) months ending on 30 June or such other period ending on a date determined by the Trustee;

'Gainfully Employed' means employed or self-employed for gain or reward in any business, trade, profession, occupation, vocation or calling on a full time or part time basis and **'Gainful Employment'** has a corresponding meaning;

'Fund' means all of the assets from time to time held by the Trustee upon the trusts contained in the Deed;

'Individual Policy', in relation to a Member, means a life insurance policy or an interest in a group life insurance policy which the Trustees have nominated as being held specifically for the purpose of providing benefits in respect of that Member and which may include an insurance policy over the life of a person other than that Member;

'Legal Personal Representative' in relation to a Member or a Trustee being an individual means a person who:

- (a) the executor of a Will or administrator of the estate of a deceased Member including any person named as the executor in a Will of the deceased Member even though no grant of representation has issued or is required to administer the estate of the deceased Member provided the Trustees are satisfied that it is the last Will of the deceased Member; or
- (b) holds an enduring power of attorney granted by a Member or the Trustee; or
- (c) has been appointed by law to act as the legal personal representative of a Member or a Trustee but does not include any person appointed under the laws of bankruptcy;

'Member' means a person who has been admitted to membership of the Fund and who has not ceased to be a Member of the Fund and any person required by the Relevant Law to be treated as a Member of the Fund and, where the context permits, includes:

- (a) the Legal Personal Representative of a Member under a legal disability; or
- (b) a parent or guardian of a Member under a legal disability by reason of age and who does not have a Legal Personal Representative;

'Member Contributed Property' means dutiable property for the purposes of the Duties Act 1997 (NSW) and the Duties Act 2008 (WA) which is transferred to the Trustee by a Transferor and, in respect of which property, duty has been assessed and paid under either section 62A of the Duties Act 1997 (NSW) or section 122 of the Duties Act 2008 (WA) and includes the proceeds of the sale of the whole or part of any such property;

'Old-Age Pension' means an old age pension for the purposes of paragraph 51(xxiii) of the Commonwealth of Australia Constitution Act;

'Permanent Incapacity' in relation to a Member has the same meaning as that contained in any insurance policy effected to cover Permanent Incapacity of the Member and in force at the time of the incapacity or where there is no such insurance policy means ill-health (whether physical or mental) which the Trustee after having regard to the requirements of the Relevant Law is reasonably satisfied the Member is unlikely to engage in Gainful Employment for which the Member is reasonably qualified by education, training or experience;

'Preservation Age' means:

- (a) for a person born before 1 July 1960 – 55 years; or
- (b) for a person born during the year 1 July 1960 to 30 June 1961 – 56 years; or
- (c) for a person born during the year 1 July 1961 to 30 June 1962 – 57 years; or
- (d) for a person born during the year 1 July 1962 to 30 June 1963 – 58 years; or
- (e) for a person born during the year 1 July 1963 to 30 June 1964 – 59 years; or
- (f) for a person born after 30 June 1964 – 60 years;

'QROPS Requirements' means any requirements under laws relating to superannuation funds that the Fund must satisfy to be a qualifying recognised overseas pension scheme under section 169 of the Finance Act 2004 (United Kingdom);

'Recognised Transfer Amount' means the amount transferred to the Fund or a previous superannuation arrangement in respect of a Member as a recognised transfer under section 169 of the Finance Act 2004 (United Kingdom);

'Regulated Superannuation Fund' has the same meaning as contained in section 19 of the SIS Act;

'Regulator' means the Commissioner of Taxation or any person or entity appointed to regulate a Self Managed Superannuation Fund as defined in section 10(1) of the SIS Act and in respect of Recognised Transfer Amounts means the Board of Inland Revenue and HM Revenue & Customs of the United Kingdom;

'Relevant Law' means:

- (a) the *Superannuation Industry (Supervision) Act 1993 (Cth)* ('**SIS Act**');
- (b) the *Income Tax Assessment Act 1997 (Cth)* ('**Tax Act**');
- (c) the *Corporations Act 2001 (Cth)* ('**Corporations Act**');
- (d) any successor acts and all Regulations made pursuant to the above Acts;
- (e) in respect of Recognised Transfer Amounts such parts of the UK Regulations which the Fund must satisfy in order for the Fund to satisfy QROPS Requirements;
- (f) any other legislation, requirements, standards, guidelines, rulings or announcements which must be complied with or that the Trustee considers desirable to comply with in order for the Fund to be a regulated and complying superannuation fund;

'Review Date' means the final day of each Financial Year and/or any other date the Trustee determines in its absolute discretion;

'Retirement Age' means:

- (a) age 65; or
- (b) such other age at which benefits can generally be paid from a regulated superannuation fund under the Relevant Law even if a Member has not ceased Gainful Employment;

'Shortfall Component' has the same meaning as that contained in the Superannuation Guarantee (Administration) Act 1992;

'Splittable Contribution' means a spouse contributions-splitting amount as defined in SIS Regulation 6.42;

'State Trust Law' means whichever of the Trustee Act 1958 (VIC), the Trustee Act 1925 (NSW), the Trustees Act 1962 (WA), the Trusts Act 1973 (QLD), the Trustee Act 1936 (SA), the Trustee Act 1898 (TAS), the Trustee Act 1925 (ACT) and the Trustee Act (NT) apply to the Fund or any other Commonwealth, State or Territory legislation of like effect that may apply;

'Superannuation Entitlement' in relation to a Member generally means the total amount of all superannuation lump sums that could be payable to the Member by the Fund at any time or it is such other interest as defined in section 995-1(1) of the Tax Act as determined by the Trustee with reference to section 307-200 of the Tax Act;

'Taxes' includes income tax (including capital gains tax) land tax, goods and services tax, stamp duty and any other taxes or duties;

'Temporary Incapacity' in relation to a Member who has ceased to be Gainfully Employed (including a Member who has ceased temporarily to receive any gain or reward under a continuing arrangement for the Member to be Gainfully Employed), means ill-health (whether physical or mental) that caused the Member to cease to be Gainfully Employed or which

otherwise qualifies as temporary disablement (or its equivalent) under the Relevant Law but does not constitute Permanent Incapacity;

'Terminal Medical Condition' has the meaning given by SIS Regulation 6.01A;

'Transferor' means a Member or Members together who transfer Member Contributed Property to the Trustee;

'Trustee' or **'Trustees'** means the Trustee(s) for the time being of the Fund and where the context permits includes the director of a Corporate Trustee which is a Trustee; and

'UK Regulations' means the Finance Act 2004 (United Kingdom) and regulations made by the Board of Inland Revenue of the United Kingdom.

19. Interpretation

In the Deed and Rules unless it is otherwise stated:

19.1 the **singular** includes the plural and vice versa;

19.2 a **gender** includes all other genders;

19.3 a reference to a **person** includes any company, partnership, joint venture, trust, association, government, or public authority and vice versa;

19.4 a reference to a **person** that comprises two or more persons means those persons jointly and severally;

19.5 a reference to **amend** includes to add to, modify, vary, replace or delete and **amendment** and **amending** have corresponding meanings;

19.6 a reference to a **document** is to that document as amended, novated, supplemented, varied or replaced from time to time and includes any annexures, schedules and appendices to that document, except to the extent prohibited by that document;

19.7 a reference to **conduct** includes any act, omission, representation, statement or undertaking whether or not in writing;

19.8 a reference to **pay** includes to credit or distribute;

19.9 any term used but undefined in the Rules which is defined in the Relevant Law has the same meaning that it has in the Relevant Law;

19.10 the **headings** and sub-headings are for convenience only and do not affect the interpretation of these Rules.

20. Compliance with the Relevant Law

20.1 Inconsistency

If there is any inconsistency between the provisions of the Deed, the Rules and the Relevant Law, the Relevant Law will prevail to the extent of any such inconsistency.

20.2 Power to Act in Accordance with Relevant Law

The Trustee has the power to do, or omit to do, all acts and things as the Trustee considers necessary for the Fund to be a Complying Self Managed Superannuation Fund.

20.3 Deemed Inclusion of Relevant Law

Notwithstanding any provision of the Deed or the Rules, all the provisions of the Relevant Law that must be included in the Deed and the Rules from time to time in order for the Fund to be a Complying Self Managed Superannuation Fund under the Relevant Law are deemed to be included in the Deed and the Rules as if every such provision was set out in the Deed and the Rules but only for so long as that deemed inclusion is necessary for the Fund to be a Complying Self Managed Superannuation Fund under the Relevant Law.

21. General

21.1 Failure to enforce rights

The failure or omission of the Trustee to enforce or require strict compliance with a provision of the Deed or the Rules does not affect or impair the Trustee's right to subsequently enforce or require strict compliance with that provision or to avail itself of any remedies it may have in respect of any breach of that provision.

21.2 Preservation of rights

All rights given to a Member under the Deed or the Rules are cumulative of each other and in addition to and do not abrogate, limit or reduce any other rights that beneficiary may have at law, under any other agreement, or otherwise.

21.3 Further assurance

The Trustee must promptly execute all documents and do all things to effect, perfect or complete the Deed and all transactions incidental to it.

21.4 Governing law

The Deed and Rules are governed by the laws of the State or Territory nominated in the Deed and the Commonwealth of Australia but if no laws of a State or Territory is nominated in the Deed shall be the laws of the State or Territory nominated by the Trustee by resolution or deed. The Trustee may at any time by resolution or deed nominate that the laws of a different State or Territory will apply.

21.5 Severance

Subject to **Rule 17.4**, a provision of the Deed or the Rules that is invalid or unenforceable must be severed. All other provisions of the Deed and the Rules continue to be valid and enforceable in accordance with their terms.

Schedule

Date of Establishment:

7 June 2021

Name of Fund:

Petrie Superannuation Fund

Initial Trustee:

ANDREW L. PETRIE PTY LTD - ACN 642 986 016 of
Unit 1 / 48 Flinders Parade, NORTH LAKES, QLD 4509

Member:

John Geoffrey Petrie and Rebecca Claire Petrie of 100 Oleander Drive,
ASHGROVE, QLD 4060

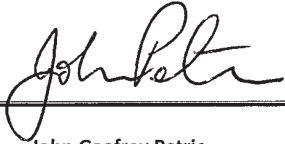
**DECLARATION AND CONSENT TO ACT AS DIRECTOR OF TRUSTEE COMPANY
UNDER SECTION 118 OF THE
SUPERANNUATION INDUSTRY (SUPERVISION) ACT 1993**

We, John Geoffrey Petrie and Rebecca Claire Petrie of 100 Oleander Drive, ASHGROVE, QLD 4060 as a directors of ANDREW L. PETRIE PTY LTD - ACN 642 986 016 of Unit 1 / 48 Flinders Parade, NORTH LAKES, QLD 4509 state as follows:

1. I am not a disqualified person as defined by the *Superannuation Industry (Supervision) Act 1993 (SIS Act)* and am not disqualified from acting as trustee or as a responsible officer of a trustee company under the SIS Act or related legislation;
2. I am aware of my role and responsibilities as a director of ANDREW L. PETRIE PTY LTD - ACN 642 986 016 of Unit 1 / 48 Flinders Parade, NORTH LAKES, QLD 4509 (**Trustee**), which acts or will acts as trustee for the PETRIE SUPERANNUATION FUND (**Fund**), including:
 - (a) my role and responsibilities under the trust deed and any governing rules of the Fund (**Trust Deed**), which I have read and understood; and
 - (b) my responsibilities under the SIS Act, the *Superannuation Industry (Supervision) Regulations 1994 (SIS Regs)* and related legislation;
3. I have had the opportunity to meet with legal, financial and accounting advisors, and am satisfied that membership in the Fund is appropriate to my circumstances and needs;
4. I consent to act as a director of the Trustee;
5. I agree to execute the Trust Deed, and to administer the Fund as a director of the Trustee in accordance with the terms and conditions set out in the Trust Deed (as amended from time to time) and all legislative requirements, including but not limited to those under the SIS Act and the SIS Regs;
6. I agree to notify any other directors of the Trustee in writing if I am for any reason disqualified from continuing to act as a trustee or director of a trustee company of a superannuation fund; and
7. I declare the information provided above is true and correct and it is my responsibility to inform any other directors of any error or changes regarding these matters.

The Trustee

Signed, Sealed and Delivered by ANDREW L. PETRIE PTY LTD - ACN 642 986 016 by:



John Geoffrey Petrie
Director



Rebecca Claire Petrie
Director

* Note re Disqualified Person (section 120, SIS Act):

A disqualified person who is an individual includes:

1. persons who have at any time been convicted of an offence in respect of dishonest conduct;
2. persons against whom a civil penalty order was made; or
3. a person who is an insolvent under administration (for example, an undischarged bankrupt).

A disqualified person that is a body corporate includes:

1. a body corporate that knows, or has reasonable grounds to suspect, that a person who is, or is acting as, a responsible officer of the body corporate is a disqualified person;
2. a body corporate where a receiver and manager has been appointed in respect of property beneficially owned by the body;
3. body corporate where an official manager or deputy official manager has been appointed in respect of the body;
4. a body corporate where a provisional liquidator has been appointed in respect of the body; or
5. a body corporate that has begun to be wound up.

Note - A director of a trustee company of a superannuation fund must not be a disqualified person as described above.

**APPLICATION FOR MEMBERSHIP OF
Petrie Superannuation Fund**

Full Name: John Geoffrey Petrie
Address: 100 Oleander Drive, ASHGROVE, QLD 4060
Date of Birth: 21 April 1982
Sex: Male

I apply for membership of the **PETRIE SUPERANNUATION FUND (Fund)** and state or warrant as follows as a condition of my application:

- 1 I am not bankrupt.
- 2 I have had the opportunity to meet with legal, financial and accounting advisors, and am satisfied that membership in the Fund is appropriate to my circumstances and needs.
- 3 I understand that if I am accepted as a member, my membership may be subject to restrictions and/or classifications.
- 4 I understand that I may only contribute to the Fund if I am eligible under the superannuation laws to do so, and this includes any contributions made by other parties on my behalf.
- 5 I understand that membership in a self managed superannuation fund (**SMSF**) carries with it risks, including but not limited to risks associated with disagreement with other members, liquidity and investment risks, and such other risks which follow the nature of a SMSF arrangement and I am comfortable becoming a member, notwithstanding those risks.
- 6 I agree that, unless I provide notice to the Trustee in writing, I do not require any insurance to be held within the Fund in respect of me.
- 7 I undertake to provide any relevant information or documentary evidence to the Trustee and agree to submit to health and medical tests as and when requested by the Trustee.
- 8 I acknowledge the Trustee may collect my personal identification documents and Tax File Number (**TFN**), which will be treated as confidential in accordance with the *Privacy Act 1988 (Cth)* (**Privacy Legislation**) and will only be used for legal purposes, including:
 - a providing information to the Australian Taxation Office;
 - b paying employment termination payments;
 - c amalgamating superannuation benefits; and
 - d providing information to other superannuation funds receiving any benefits I may select (unless I ask in writing for it to be withheld).
- 9 My Tax File Number is: 412 767 160.
- 10 I authorise the Trustee to retain and store information on my behalf despite any provision to the contrary in any privacy legislation.

11 I agree to all of the terms and conditions set out in the trust deed for the Fund, as amended from time to time.

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

I hereby authorise my current employer to deduct from my salary such amounts (if any) as are from time to time agreed upon by myself and my employer as contributions to be made by me to the abovementioned Fund.

I hereby apply to make contributions to the Fund and agree to be bound by the trust deed and rules governing the Fund.

NOMINATION OF BENEFICIARIES

(If you wish to make a Binding Death Benefit Nomination please submit it separately)

Whilst I acknowledge the discretion the Trustees have to determine who the benefit is paid to, I hereby nominate the following persons to receive the benefit payable by the Trustees of the Fund in the event of my death:

Name and Address	Relationship to member	Proportion of benefit
_____	_____	_____ %
_____	_____	_____ %

The Member

Signed by John Geoffrey Petrie:



John Geoffrey Petrie
Member

Dated: 7/6/21

**DECLARATION AND CONSENT TO ACT AS DIRECTOR OF TRUSTEE COMPANY
UNDER SECTION 118 OF THE
SUPERANNUATION INDUSTRY (SUPERVISION) ACT 1993**

We, John Geoffrey Petrie and Rebecca Claire Petrie of 100 Oleander Drive, ASHGROVE, QLD 4060 as a directors of ANDREW L. PETRIE PTY LTD - ACN 642 986 016 of Unit 1 / 48 Flinders Parade, NORTH LAKES, QLD 4509 state as follows:

1. I am not a disqualified person as defined by the *Superannuation Industry (Supervision) Act 1993 (SIS Act)* and am not disqualified from acting as trustee or as a responsible officer of a trustee company under the SIS Act or related legislation;
2. I am aware of my role and responsibilities as a director of ANDREW L. PETRIE PTY LTD - ACN 642 986 016 of Unit 1 / 48 Flinders Parade, NORTH LAKES, QLD 4509 (**Trustee**), which acts or will acts as trustee for the PETRIE SUPERANNUATION FUND (**Fund**), including:
 - (a) my role and responsibilities under the trust deed and any governing rules of the Fund (**Trust Deed**), which I have read and understood; and
 - (b) my responsibilities under the SIS Act, the *Superannuation Industry (Supervision) Regulations 1994 (SIS Regs)* and related legislation;
3. I have had the opportunity to meet with legal, financial and accounting advisors, and am satisfied that membership in the Fund is appropriate to my circumstances and needs;
4. I consent to act as a director of the Trustee;
5. I agree to execute the Trust Deed, and to administer the Fund as a director of the Trustee in accordance with the terms and conditions set out in the Trust Deed (as amended from time to time) and all legislative requirements, including but not limited to those under the SIS Act and the SIS Regs;
6. I agree to notify any other directors of the Trustee in writing if I am for any reason disqualified from continuing to act as a trustee or director of a trustee company of a superannuation fund; and
7. I declare the information provided above is true and correct and it is my responsibility to inform any other directors of any error or changes regarding these matters.

The Trustee

Signed, Sealed and Delivered by ANDREW L. PETRIE PTY LTD - ACN 642 986 016 by:



John Geoffrey Petrie
Director



Rebecca Claire Petrie
Director

* Note re Disqualified Person (section 120, SIS Act):

A disqualified person who is an individual includes:

1. persons who have at any time been convicted of an offence in respect of dishonest conduct;
2. persons against whom a civil penalty order was made; or
3. a person who is an insolvent under administration (for example, an undischarged bankrupt).

A disqualified person that is a body corporate includes:

1. a body corporate that knows, or has reasonable grounds to suspect, that a person who is, or is acting as, a responsible officer of the body corporate is a disqualified person;
2. a body corporate where a receiver and manager has been appointed in respect of property beneficially owned by the body;
3. body corporate where an official manager or deputy official manager has been appointed in respect of the body;
4. a body corporate where a provisional liquidator has been appointed in respect of the body; or
5. a body corporate that has begun to be wound up.

Note - A director of a trustee company of a superannuation fund must not be a disqualified person as described above.

**APPLICATION FOR MEMBERSHIP OF
Petrie Superannuation Fund**

Full Name: Rebecca Claire Petrie
Address: 100 Oleander Drive, ASHGROVE, QLD 4060
Date of Birth: 12 June 1987
Sex: Female

I apply for membership of the **PETRIE SUPERANNUATION FUND (Fund)** and state or warrant as follows as a condition of my application:

- 1 I am not bankrupt.
- 2 I have had the opportunity to meet with legal, financial and accounting advisors, and am satisfied that membership in the Fund is appropriate to my circumstances and needs.
- 3 I understand that if I am accepted as a member, my membership may be subject to restrictions and/or classifications.
- 4 I understand that I may only contribute to the Fund if I am eligible under the superannuation laws to do so, and this includes any contributions made by other parties on my behalf.
- 5 I understand that membership in a self managed superannuation fund (**SMSF**) carries with it risks, including but not limited to risks associated with disagreement with other members, liquidity and investment risks, and such other risks which follow the nature of a SMSF arrangement and I am comfortable becoming a member, notwithstanding those risks.
- 6 I agree that, unless I provide notice to the Trustee in writing, I do not require any insurance to be held within the Fund in respect of me.
- 7 I undertake to provide any relevant information or documentary evidence to the Trustee and agree to submit to health and medical tests as and when requested by the Trustee.
- 8 I acknowledge the Trustee may collect my personal identification documents and Tax File Number (**TFN**), which will be treated as confidential in accordance with the *Privacy Act 1988 (Cth)* (**Privacy Legislation**) and will only be used for legal purposes, including:
 - a providing information to the Australian Taxation Office;
 - b paying employment termination payments;
 - c amalgamating superannuation benefits; and
 - d providing information to other superannuation funds receiving any benefits I may select (unless I ask in writing for it to be withheld).
- 9 My Tax File Number is: 898 474 068.
- 10 I authorise the Trustee to retain and store information on my behalf despite any provision to the contrary in any privacy legislation.

11 I agree to all of the terms and conditions set out in the trust deed for the Fund, as amended from time to time.

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

I hereby authorise my current employer to deduct from my salary such amounts (if any) as are from time to time agreed upon by myself and my employer as contributions to be made by me to the abovementioned Fund.

I hereby apply to make contributions to the Fund and agree to be bound by the trust deed and rules governing the Fund.

NOMINATION OF BENEFICIARIES

(If you wish to make a Binding Death Benefit Nomination please submit it separately)

Whilst I acknowledge the discretion the Trustees have to determine who the benefit is paid to, I hereby nominate the following persons to receive the benefit payable by the Trustees of the Fund in the event of my death:

Name and Address	Relationship to member	Proportion of benefit
_____	_____	_____ %
_____	_____	_____ %

The Member

Signed by Rebecca Claire Petrie:




Rebecca Claire Petrie
Member

Dated: _____



Trustee declaration

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

 We strongly recommend you undertake a free trustee education course before reading and signing this declaration. For more information visit ato.gov.au/smsf and search 'approved education courses'.



Who should complete this declaration?

You must complete this declaration if you become a trustee or director of a corporate trustee (trustee) of:

- ☐ a new self-managed super fund (SMSF)
- ☐ an existing SMSF.

You must sign this declaration within 21 days of becoming a trustee or director of a corporate trustee of an SMSF.

A separate declaration is required to be completed and signed by each and every new trustee.

You must also complete the declaration if you:

- ☐ have undertaken a course of education in compliance with an education direction
- ☐ are a legal personal representative who has been appointed as trustee on behalf of a:
 - member who is under a legal disability (usually a member under 18 years old)
 - member for whom you hold an enduring power of attorney
 - deceased member.

Understanding your obligations

We have a range of services available to help you understand your obligations and keep up to date with the latest news for SMSF trustees.

To subscribe to our news and alerts service visit ato.gov.au/smsf and search 'news and alerts'.

For more information on free approved trustee education courses visit ato.gov.au/smsf and search 'approved education courses'.

Before completing this declaration

Before you complete and sign this declaration, make sure you:

- ☐ read each section
- ☐ understand all the information it contains.

ⓘ If you have any difficulties completing this declaration or you do not fully understand the information it contains:

- ☐ speak to a professional adviser
- ☐ visit ato.gov.au/smsf
- ☐ phone us on **13 10 20**.

When completing this declaration

When you complete this declaration, remember to:

- ☐ insert the full name of the fund at the beginning
- ☐ sign and date it
- ☐ ensure it is signed and dated by a witness (anyone 18 years old or over).

What should you do with the declaration?

You must keep your completed declaration for at least 10 years and make it available to us if we request it.

ⓘ Do not send your completed declaration to us unless we request this from you.

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Published by

Australian Taxation Office
Canberra
April 2019

DE-3355



Self-managed super fund trustee declaration

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

Fund name

Petrie Superannuation Fund

I am responsible for ensuring that the fund is operated in accordance with the *Superannuation Industry (Supervision) Act 1993* (SISA) and other relevant legislation. The Commissioner of Taxation (the Commissioner) has the authority and responsibility for administering the legislation and enforcing trustees' compliance with the law.

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

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

- impose administrative penalties on me
- give me a written direction to rectify any contraventions or undertake a course of education
- enter into agreements with me to rectify any contraventions of the legislation
- disqualify me from being a trustee or director of a corporate trustee of any superannuation fund in the future
- remove the fund's complying status, which may result in significant adverse tax consequences for the fund
- prosecute me under the law, which may result in fines or imprisonment.

Sole purpose

I understand it is my responsibility to ensure the fund is maintained for the purpose of providing benefits to the members upon their retirement (or attainment of a certain age) or their beneficiaries if a member dies. I understand that I should regularly evaluate whether the fund continues to be the appropriate vehicle to meet this purpose.

Trustee duties

I understand that by law I must at all times:

- act honestly in all matters concerning the fund
- exercise skill, care and diligence in managing the fund
- act in the best interests of all the members of the fund
- keep records of decisions made about the running of the fund, including the appointment of professional advisers and the retirement of members and payment of benefits
- ensure that my money and other assets are kept separate from the money and other assets of the fund
- take appropriate action to protect the fund's assets (for example, have sufficient evidence of the ownership of fund assets)
- refrain from entering into any contract or do anything that would prevent me from, or hinder me in, properly performing or exercising my functions or powers as a trustee or director of the corporate trustee of the fund
- allow all members of the fund to have access to information and documents as required, including details about
 - the financial situation of the fund
 - the investments of the fund
 - the members' benefit entitlements.

I also understand that by law I must prepare, implement and regularly review an investment strategy having regard to all the circumstances of the fund, which include, but are not limited to:

- the risks associated with the fund's investments
- the likely return from investments, taking into account the fund's objectives and expected cash flow requirements
- investment diversity and the fund's exposure to risk due to inadequate diversification
- the liquidity of the fund's investments having regard to the fund's expected cash flow requirements in discharging its existing and prospective liabilities (including benefit payments)
- whether the trustees of the fund should hold insurance cover for one or more members of the fund.

Accepting contributions and paying benefits

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

Investment restrictions

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

- giving financial assistance using the resources of the fund to a member of the fund or a member's relative (financial assistance means any assistance that improves the financial position of a person directly or indirectly, including the provision of credit)
- acquiring assets (other than business real property, listed securities, certain in-house assets and acquisitions made under mergers, allowed by special determinations or acquisitions from the trustee or investment manager of another regulated super fund as a result of a breakdown of a relationship) for the fund from members or other related parties of the fund

- borrowing money (or maintaining an existing borrowing) on behalf of the fund except in certain limited circumstances (while limited recourse borrowing arrangements are permitted, they can be complex and particular conditions must be met to ensure that legal requirements are not breached)
- acquiring an in-house asset if the fund's in-house assets exceed 5% of the market value of the fund's total assets, or the in-house assets will exceed 5% of the market value of the fund's total assets by acquiring the asset (in-house assets are loans to, or investments in, related parties of the fund – including trusts – or assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party)
- entering into investments that are not made or maintained on an arm's length (commercial) basis (this ensures the purchase or sale price of the fund's assets and any earnings from those assets reflects their market value).

Administration

I understand that the trustees of the fund must:

- keep and retain for at least 10 years
 - minutes of all trustee meetings at which matters affecting the fund were considered (this includes investment decisions and decisions to appoint members and trustees, the retirement of members and payment of benefits)
 - records of all changes of trustees, including directors of the corporate trustee
 - each trustee's consent to be appointed as a trustee of the fund or a director of the corporate trustee
 - all trustee declarations
 - copies of all reports given to members
 - documented decisions about storage of collectables and personal use assets
- ensure that the following are prepared and retained for at least five years
 - an annual statement of the financial position of the fund
 - an annual operating statement
 - copies of all annual returns lodged
 - accounts and statements that accurately record and explain the transactions and financial position of the fund including asset market valuation
 - copies of Transfer balance account reports lodged
 - copies of any other statements you are required to lodge with us or provide to other super funds
- appoint an approved SMSF auditor each year, no later than 45 days before the due date for lodgment of the fund's annual return and provide documents to the auditor as requested
- lodge the fund's annual return, completed in its entirety, by the due date
- review the independent audit report received from the approved SMSF auditor and take action as required
- notify the ATO within 28 days of any changes to the
 - membership of the fund, or trustees or directors of the corporate trustee
 - name of the fund
 - contact person and their contact details
 - postal address, registered address or address for service of notices for the fund
- notify the ATO in writing within 21 days if the fund becomes an Australian Prudential Regulation Authority (APRA) regulated fund.

DECLARATION

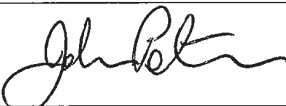
By signing this declaration I acknowledge that I understand my duties and responsibilities as a trustee or director of the corporate trustee of the self-managed superannuation fund named on this declaration (or if the fund's name changes, that name). I understand that:

- I must ensure this document is retained for at least 10 years or while I remain a trustee or director of the corporate trustee (whichever is longer) and, if I fail to do this, penalties may apply.
- Administrative penalties can be imposed on me for not complying with the legislation
- I may have to make this document available for inspection by a member of staff of the ATO and, if I fail to do this, penalties may apply.
- I do not have access to the government's financial assistance program that is available to trustees of APRA regulated funds in the case of financial loss due to fraudulent conduct or theft.

Trustee's or director's name

John Geoffrey Petrie

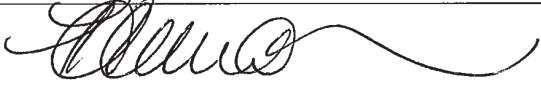
Trustee's or director's signature



Date 7/6/21

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


Witness' signature



Date 7/6/21

Trustee declaration

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

 We strongly recommend you undertake a free trustee education course before reading and signing this declaration. For more information visit ato.gov.au/smsf and search 'approved education courses'.



Who should complete this declaration?

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- ❑ a new self-managed super fund (SMSF)
- ❑ an existing SMSF.

You must sign this declaration within 21 days of becoming a trustee or director of a corporate trustee of an SMSF.

A separate declaration is required to be completed and signed by each and every new trustee.

You must also complete the declaration if you:

- ❑ have undertaken a course of education in compliance with an education direction
- ❑ are a legal personal representative who has been appointed as trustee on behalf of a:
 - member who is under a legal disability (usually a member under 18 years old)
 - member for whom you hold an enduring power of attorney
 - deceased member.

Understanding your obligations

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Before completing this declaration

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- ❑ read each section
- ❑ understand all the information it contains.

🔍 If you have any difficulties completing this declaration or you do not fully understand the information it contains:

- ❑ speak to a professional adviser
- ❑ visit ato.gov.au/smsf
- ❑ phone us on 13 10 20.

When completing this declaration

When you complete this declaration, remember to:

- ❑ insert the full name of the fund at the beginning
- ❑ sign and date it
- ❑ ensure it is signed and dated by a witness (anyone 18 years old or over).

What should you do with the declaration?

You must keep your completed declaration for at least 10 years and make it available to us if we request it.

📌 Do not send your completed declaration to us unless we request this from you.

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Published by

Australian Taxation Office
Canberra
April 2019

DE-3355



Self-managed super fund trustee declaration

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

Fund name

Petrie Superannuation Fund

I am responsible for ensuring that the fund is operated in accordance with the *Superannuation Industry (Supervision) Act 1993* (SISA) and other relevant legislation. The Commissioner of Taxation (the Commissioner) has the authority and responsibility for administering the legislation and enforcing trustees' compliance with the law.

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

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

- impose administrative penalties on me
- give me a written direction to rectify any contraventions or undertake a course of education
- enter into agreements with me to rectify any contraventions of the legislation
- disqualify me from being a trustee or director of a corporate trustee of any superannuation fund in the future
- remove the fund's complying status, which may result in significant adverse tax consequences for the fund
- prosecute me under the law, which may result in fines or imprisonment.

Sole purpose

I understand it is my responsibility to ensure the fund is maintained for the purpose of providing benefits to the members upon their retirement (or attainment of a certain age) or their beneficiaries if a member dies. I understand that I should regularly evaluate whether the fund continues to be the appropriate vehicle to meet this purpose.

Trustee duties

I understand that by law I must at all times:

- act honestly in all matters concerning the fund
- exercise skill, care and diligence in managing the fund
- act in the best interests of all the members of the fund
- keep records of decisions made about the running of the fund, including the appointment of professional advisers and the retirement of members and payment of benefits
- ensure that my money and other assets are kept separate from the money and other assets of the fund
- take appropriate action to protect the fund's assets (for example, have sufficient evidence of the ownership of fund assets)
- refrain from entering into any contract or do anything that would prevent me from, or hinder me in, properly performing or exercising my functions or powers as a trustee or director of the corporate trustee of the fund
- allow all members of the fund to have access to information and documents as required, including details about
 - the financial situation of the fund
 - the investments of the fund
 - the members' benefit entitlements.

I also understand that by law I must prepare, implement and regularly review an investment strategy having regard to all the circumstances of the fund, which include, but are not limited to:

- the risks associated with the fund's investments
- the likely return from investments, taking into account the fund's objectives and expected cash flow requirements
- investment diversity and the fund's exposure to risk due to inadequate diversification
- the liquidity of the fund's investments having regard to the fund's expected cash flow requirements in discharging its existing and prospective liabilities (including benefit payments)
- whether the trustees of the fund should hold insurance cover for one or more members of the fund.

Accepting contributions and paying benefits

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

Investment restrictions

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

- giving financial assistance using the resources of the fund to a member of the fund or a member's relative (financial assistance means any assistance that improves the financial position of a person directly or indirectly, including the provision of credit)
- acquiring assets (other than business real property, listed securities, certain in-house assets and acquisitions made under mergers, allowed by special determinations or acquisitions from the trustee or investment manager of another regulated super fund as a result of a breakdown of a relationship) for the fund from members or other related parties of the fund

- borrowing money (or maintaining an existing borrowing) on behalf of the fund except in certain limited circumstances (while limited recourse borrowing arrangements are permitted, they can be complex and particular conditions must be met to ensure that legal requirements are not breached)
- acquiring an in-house asset if the fund's in-house assets exceed 5% of the market value of the fund's total assets, or the in-house assets will exceed 5% of the market value of the fund's total assets by acquiring the asset (in-house assets are loans to, or investments in, related parties of the fund – including trusts – or assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party)
- entering into investments that are not made or maintained on an arm's length (commercial) basis (this ensures the purchase or sale price of the fund's assets and any earnings from those assets reflects their market value).

Administration

I understand that the trustees of the fund must:

- keep and retain for at least 10 years
 - minutes of all trustee meetings at which matters affecting the fund were considered (this includes investment decisions and decisions to appoint members and trustees, the retirement of members and payment of benefits)
 - records of all changes of trustees, including directors of the corporate trustee
 - each trustee's consent to be appointed as a trustee of the fund or a director of the corporate trustee
 - all trustee declarations
 - copies of all reports given to members
 - documented decisions about storage of collectables and personal use assets
- ensure that the following are prepared and retained for at least five years
 - an annual statement of the financial position of the fund
 - an annual operating statement
 - copies of all annual returns lodged
 - accounts and statements that accurately record and explain the transactions and financial position of the fund including asset market valuation
 - copies of Transfer balance account reports lodged
 - copies of any other statements you are required to lodge with us or provide to other super funds
- appoint an approved SMSF auditor each year, no later than 45 days before the due date for lodgment of the fund's annual return and provide documents to the auditor as requested
- lodge the fund's annual return, completed in its entirety, by the due date
- review the independent audit report received from the approved SMSF auditor and take action as required
- notify the ATO within 28 days of any changes to the
 - membership of the fund, or trustees or directors of the corporate trustee
 - name of the fund
 - contact person and their contact details
 - postal address, registered address or address for service of notices for the fund
- notify the ATO in writing within 21 days if the fund becomes an Australian Prudential Regulation Authority (APRA) regulated fund.

DECLARATION

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

- I must ensure this document is retained for at least 10 years or while I remain a trustee or director of the corporate trustee (whichever is longer) and, if I fail to do this, penalties may apply.
- Administrative penalties can be imposed on me for not complying with the legislation
- I may have to make this document available for inspection by a member of staff of the ATO and, if I fail to do this, penalties may apply.
- I do not have access to the government's financial assistance program that is available to trustees of APRA regulated funds in the case of financial loss due to fraudulent conduct or theft.

Trustee's or director's name

Rebecca Claire Petrie

Trustee's or director's signature



Date 7/6/21

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

Witness' signature



Date 7/6/21

Director resolution

ANDREW L. PETRIE PTY LTD - ACN 642 986 016

Trust deed


- 1 A trust deed establishing Petrie Superannuation Fund (**Fund**) and a member application for each member have been provided to the Company.
- 2 The Company proposes to act as trustee of the Fund pursuant to the trust deed and to:
 - a) apply to become a regulated complying self-managed superannuation fund (**SMSF**);
 - b) apply to the Australian Taxation Office (**ATO**) for an Australian Business Number (**ABN**) and a Tax File Number (**TFN**) for the Fund;
 - c) establish a cash account (such as a cash management trust) or cheque account for the Fund. Monies need to be deposited into this account as soon as practicable to cater for the running expenses of the Fund;
 - d) appoint an administrator or accountant to the Fund whose role is to provide information and reports as required under any administration agreement between the Trustee of the Fund and the administrator; and
 - e) appoint an auditor to the Fund. The superannuation laws provide that an auditor must be appointed to the Fund on a yearly basis to provide an assessment of the Fund's compliance with the superannuation laws.

Resolutions

- 1 To consent to act as trustee of the Fund.
- 2 To execute the trust deed and any ancillary documents required to establish the Fund.
- 3 To complete the following:
 - a) establish a cash account and deposit funds in the account to be held in the name of the Company as trustee for the Fund;
 - b) notify the ATO of the Fund's intent to become a regulated self-managed superannuation fund;
 - c) complete ABN and TFN forms to be filed with the ATO;
 - d) formulate and implement an investment strategy of the Fund;
 - e) appoint relevant professionals including, where required, an accountant, administrator, auditor, SMSF expert, SMSF investment expert and any other professional deemed appropriate; and
 - f) accept John Geoffrey Petrie and Rebecca Claire Petrie as initial members of the Fund.

The Directors

Signed by John Geoffrey Petrie and Rebecca Claire Petrie:



John Geoffrey Petrie
Director

Dated: 7/6/21




Rebecca Claire Petrie
Director

Dated: 7/6/21

Trustee declaration

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

 We strongly recommend you undertake a free trustee education course before reading and signing this declaration. For more information visit ato.gov.au/smsf and search 'approved education courses'.



Who should complete this declaration?

You must complete this declaration if you become a trustee or director of a corporate trustee (trustee) of:

- a new self-managed super fund (SMSF)
- an existing SMSF.

You must sign this declaration within 21 days of becoming a trustee or director of a corporate trustee of an SMSF.

A separate declaration is required to be completed and signed by each and every new trustee.

You must also complete the declaration if you:

- have undertaken a course of education in compliance with an education direction
- are a legal personal representative who has been appointed as trustee on behalf of a:
 - member who is under a legal disability (usually a member under 18 years old)
 - member for whom you hold an enduring power of attorney
 - deceased member.

Understanding your obligations

We have a range of services available to help you understand your obligations and keep up to date with the latest news for SMSF trustees.


To subscribe to our news and alerts service visit ato.gov.au/smsf and search 'news and alerts'.

For more information on free approved trustee education courses visit ato.gov.au/smsf and search 'approved education courses'.

Before completing this declaration

Before you complete and sign this declaration, make sure you:

- read each section
- understand all the information it contains.

 If you have any difficulties completing this declaration or you do not fully understand the information it contains:

- speak to a professional adviser
- visit ato.gov.au/smsf
- phone us on 13 10 20.


When completing this declaration

When you complete this declaration, remember to:

- insert the full name of the fund at the beginning
- sign and date it
- ensure it is signed and dated by a witness (anyone 18 years old or over).

What should you do with the declaration?

You must keep your completed declaration for at least 10 years and make it available to us if we request it.

 Do not send your completed declaration to us unless we request this from you.

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Published by

Australian Taxation Office
Canberra
April 2019

DE-3355



Self-managed super fund trustee declaration

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

Fund name

Petrie Superannuation Fund

I am responsible for ensuring that the fund is operated in accordance with the *Superannuation Industry (Supervision) Act 1993* (SISA) and other relevant legislation. The Commissioner of Taxation (the Commissioner) has the authority and responsibility for administering the legislation and enforcing trustees' compliance with the law.

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

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

- impose administrative penalties on me
- give me a written direction to rectify any contraventions or undertake a course of education
- enter into agreements with me to rectify any contraventions of the legislation
- disqualify me from being a trustee or director of a corporate trustee of any superannuation fund in the future
- remove the fund's complying status, which may result in significant adverse tax consequences for the fund
- prosecute me under the law, which may result in fines or imprisonment.

Sole purpose

I understand it is my responsibility to ensure the fund is maintained for the purpose of providing benefits to the members upon their retirement (or attainment of a certain age) or their beneficiaries if a member dies. I understand that I should regularly evaluate whether the fund continues to be the appropriate vehicle to meet this purpose.

Trustee duties

I understand that by law I must at all times:

- act honestly in all matters concerning the fund
- exercise skill, care and diligence in managing the fund
- act in the best interests of all the members of the fund
- keep records of decisions made about the running of the fund, including the appointment of professional advisers and the retirement of members and payment of benefits
- ensure that my money and other assets are kept separate from the money and other assets of the fund
- take appropriate action to protect the fund's assets (for example, have sufficient evidence of the ownership of fund assets)
- refrain from entering into any contract or do anything that would prevent me from, or hinder me in, properly performing or exercising my functions or powers as a trustee or director of the corporate trustee of the fund
- allow all members of the fund to have access to information and documents as required, including details about
 - the financial situation of the fund
 - the investments of the fund
 - the members' benefit entitlements.

I also understand that by law I must prepare, implement and regularly review an investment strategy having regard to all the circumstances of the fund, which include, but are not limited to:

- the risks associated with the fund's investments
- the likely return from investments, taking into account the fund's objectives and expected cash flow requirements
- investment diversity and the fund's exposure to risk due to inadequate diversification
- the liquidity of the fund's investments having regard to the fund's expected cash flow requirements in discharging its existing and prospective liabilities (including benefit payments)
- whether the trustees of the fund should hold insurance cover for one or more members of the fund.

Accepting contributions and paying benefits

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

Investment restrictions

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

- giving financial assistance using the resources of the fund to a member of the fund or a member's relative (financial assistance means any assistance that improves the financial position of a person directly or indirectly, including the provision of credit)
- acquiring assets (other than business real property, listed securities, certain in-house assets and acquisitions made under mergers, allowed by special determinations or acquisitions from the trustee or investment manager of another regulated super fund as a result of a breakdown of a relationship) for the fund from members or other related parties of the fund

- borrowing money (or maintaining an existing borrowing) on behalf of the fund except in certain limited circumstances (while limited recourse borrowing arrangements are permitted, they can be complex and particular conditions must be met to ensure that legal requirements are not breached)
- acquiring an in-house asset if the fund's in-house assets exceed 5% of the market value of the fund's total assets, or the in-house assets will exceed 5% of the market value of the fund's total assets by acquiring the asset (in-house assets are loans to, or investments in, related parties of the fund – including trusts – or assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party)
- entering into investments that are not made or maintained on an arm's length (commercial) basis (this ensures the purchase or sale price of the fund's assets and any earnings from those assets reflects their market value).

Administration

I understand that the trustees of the fund must:

- keep and retain for at least 10 years
 - minutes of all trustee meetings at which matters affecting the fund were considered (this includes investment decisions and decisions to appoint members and trustees, the retirement of members and payment of benefits)
 - records of all changes of trustees, including directors of the corporate trustee
 - each trustee's consent to be appointed as a trustee of the fund or a director of the corporate trustee
 - all trustee declarations
 - copies of all reports given to members
 - documented decisions about storage of collectables and personal use assets
- ensure that the following are prepared and retained for at least five years
 - an annual statement of the financial position of the fund
 - an annual operating statement
 - copies of all annual returns lodged
 - accounts and statements that accurately record and explain the transactions and financial position of the fund including asset market valuation
 - copies of Transfer balance account reports lodged
 - copies of any other statements you are required to lodge with us or provide to other super funds
- appoint an approved SMSF auditor each year, no later than 45 days before the due date for lodgment of the fund's annual return and provide documents to the auditor as requested
- lodge the fund's annual return, completed in its entirety, by the due date
- review the independent audit report received from the approved SMSF auditor and take action as required
- notify the ATO within 28 days of any changes to the
 - membership of the fund, or trustees or directors of the corporate trustee
 - name of the fund
 - contact person and their contact details
 - postal address, registered address or address for service of notices for the fund
- notify the ATO in writing within 21 days if the fund becomes an Australian Prudential Regulation Authority (APRA) regulated fund.

DECLARATION

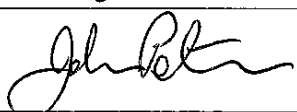
By signing this declaration I acknowledge that I understand my duties and responsibilities as a trustee or director of the corporate trustee of the self-managed superannuation fund named on this declaration (or if the fund's name changes, that name). I understand that:

- I must ensure this document is retained for at least 10 years or while I remain a trustee or director of the corporate trustee (whichever is longer) and, if I fail to do this, penalties may apply.
- Administrative penalties can be imposed on me for not complying with the legislation
- I may have to make this document available for inspection by a member of staff of the ATO and, if I fail to do this, penalties may apply.
- I do not have access to the government's financial assistance program that is available to trustees of APRA regulated funds in the case of financial loss due to fraudulent conduct or theft.

Trustee's or director's name

John Geoffrey Petrie

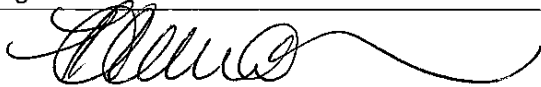
Trustee's or director's signature



Date 7/6/21

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


Witness' signature



Date 7/6/21

Trustee declaration

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

 We strongly recommend you undertake a free trustee education course before reading and signing this declaration. For more information visit ato.gov.au/smf and search 'approved education courses'.



Who should complete this declaration?

You must complete this declaration if you become a trustee or director of a corporate trustee (trustee) of:

- ☐ a new self-managed super fund (SMSF)
- ☐ an existing SMSF.

You must sign this declaration within 21 days of becoming a trustee or director of a corporate trustee of an SMSF.

A separate declaration is required to be completed and signed by each and every new trustee.

You must also complete the declaration if you:

- ☐ have undertaken a course of education in compliance with an education direction
- ☐ are a legal personal representative who has been appointed as trustee on behalf of a:
 - member who is under a legal disability (usually a member under 18 years old)
 - member for whom you hold an enduring power of attorney
 - deceased member.

Understanding your obligations

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For more information on free approved trustee education courses visit ato.gov.au/smsf and search 'approved education courses'.

Before completing this declaration

Before you complete and sign this declaration, make sure you:

- ☐ read each section
- ☐ understand all the information it contains.

➤ If you have any difficulties completing this declaration or you do not fully understand the information it contains:

- ☐ speak to a professional adviser
- ☐ visit ato.gov.au/smsf
- ☐ phone us on 13 10 20.

When completing this declaration

When you complete this declaration, remember to:

- ☐ insert the full name of the fund at the beginning
- ☐ sign and date it
- ☐ ensure it is signed and dated by a witness (anyone 18 years old or over).

What should you do with the declaration?

You must keep your completed declaration for at least 10 years and make it available to us if we request it.

Ⓜ Do not send your completed declaration to us unless we request this from you.

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Published by

Australian Taxation Office
Canberra
April 2019

DE-3355



Self-managed super fund trustee declaration

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

Fund name

Petrie Superannuation Fund

I am responsible for ensuring that the fund is operated in accordance with the *Superannuation Industry (Supervision) Act 1993* (SISA) and other relevant legislation. The Commissioner of Taxation (the Commissioner) has the authority and responsibility for administering the legislation and enforcing trustees' compliance with the law.

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

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

- impose administrative penalties on me
- give me a written direction to rectify any contraventions or undertake a course of education
- enter into agreements with me to rectify any contraventions of the legislation
- disqualify me from being a trustee or director of a corporate trustee of any superannuation fund in the future
- remove the fund's complying status, which may result in significant adverse tax consequences for the fund
- prosecute me under the law, which may result in fines or imprisonment.

Sole purpose

I understand it is my responsibility to ensure the fund is maintained for the purpose of providing benefits to the members upon their retirement (or attainment of a certain age) or their beneficiaries if a member dies. I understand that I should regularly evaluate whether the fund continues to be the appropriate vehicle to meet this purpose.

Trustee duties

I understand that by law I must at all times:

- act honestly in all matters concerning the fund
- exercise skill, care and diligence in managing the fund
- act in the best interests of all the members of the fund
- keep records of decisions made about the running of the fund, including the appointment of professional advisers and the retirement of members and payment of benefits
- ensure that my money and other assets are kept separate from the money and other assets of the fund
- take appropriate action to protect the fund's assets (for example, have sufficient evidence of the ownership of fund assets)
- refrain from entering into any contract or do anything that would prevent me from, or hinder me in, properly performing or exercising my functions or powers as a trustee or director of the corporate trustee of the fund
- allow all members of the fund to have access to information and documents as required, including details about
 - the financial situation of the fund
 - the investments of the fund
 - the members' benefit entitlements.

I also understand that by law I must prepare, implement and regularly review an investment strategy having regard to all the circumstances of the fund, which include, but are not limited to:

- the risks associated with the fund's investments
- the likely return from investments, taking into account the fund's objectives and expected cash flow requirements
- investment diversity and the fund's exposure to risk due to inadequate diversification
- the liquidity of the fund's investments having regard to the fund's expected cash flow requirements in discharging its existing and prospective liabilities (including benefit payments)
- whether the trustees of the fund should hold insurance cover for one or more members of the fund.

Accepting contributions and paying benefits

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

Investment restrictions

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

- giving financial assistance using the resources of the fund to a member of the fund or a member's relative (financial assistance means any assistance that improves the financial position of a person directly or indirectly, including the provision of credit)
- acquiring assets (other than business real property, listed securities, certain in-house assets and acquisitions made under mergers, allowed by special determinations or acquisitions from the trustee or investment manager of another regulated super fund as a result of a breakdown of a relationship) for the fund from members or other related parties of the fund

- borrowing money (or maintaining an existing borrowing) on behalf of the fund except in certain limited circumstances (while limited recourse borrowing arrangements are permitted, they can be complex and particular conditions must be met to ensure that legal requirements are not breached)
- acquiring an in-house asset if the fund's in-house assets exceed 5% of the market value of the fund's total assets, or the in-house assets will exceed 5% of the market value of the fund's total assets by acquiring the asset (in-house assets are loans to, or investments in, related parties of the fund – including trusts – or assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party)
- entering into investments that are not made or maintained on an arm's length (commercial) basis (this ensures the purchase or sale price of the fund's assets and any earnings from those assets reflects their market value).

Administration

I understand that the trustees of the fund must:

- keep and retain for at least 10 years
 - minutes of all trustee meetings at which matters affecting the fund were considered (this includes investment decisions and decisions to appoint members and trustees, the retirement of members and payment of benefits)
 - records of all changes of trustees, including directors of the corporate trustee
 - each trustee's consent to be appointed as a trustee of the fund or a director of the corporate trustee
 - all trustee declarations
 - copies of all reports given to members
 - documented decisions about storage of collectables and personal use assets
- ensure that the following are prepared and retained for at least five years
 - an annual statement of the financial position of the fund
 - an annual operating statement
 - copies of all annual returns lodged
 - accounts and statements that accurately record and explain the transactions and financial position of the fund including asset market valuation
 - copies of Transfer balance account reports lodged
 - copies of any other statements you are required to lodge with us or provide to other super funds
- appoint an approved SMSF auditor each year, no later than 45 days before the due date for lodgment of the fund's annual return and provide documents to the auditor as requested
- lodge the fund's annual return, completed in its entirety, by the due date
- review the independent audit report received from the approved SMSF auditor and take action as required
- notify the ATO within 28 days of any changes to the
 - membership of the fund, or trustees or directors of the corporate trustee
 - name of the fund
 - contact person and their contact details
 - postal address, registered address or address for service of notices for the fund
- notify the ATO in writing within 21 days if the fund becomes an Australian Prudential Regulation Authority (APRA) regulated fund.

DECLARATION

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

- I must ensure this document is retained for at least 10 years or while I remain a trustee or director of the corporate trustee (whichever is longer) and, if I fail to do this, penalties may apply.
- Administrative penalties can be imposed on me for not complying with the legislation
- I may have to make this document available for inspection by a member of staff of the ATO and, if I fail to do this, penalties may apply.
- I do not have access to the government's financial assistance program that is available to trustees of APRA regulated funds in the case of financial loss due to fraudulent conduct or theft.

Trustee's or director's name

Rebecca Claire Petrie

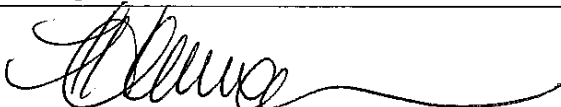
Trustee's or director's signature



Date 9/6/21

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

Witness' signature



Date 9/6/21

Director resolution

ANDREW L. PETRIE PTY LTD - ACN 642 986 016

Trust deed

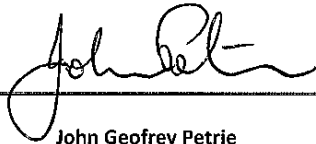
- 1 A trust deed establishing Petrie Superannuation Fund (**Fund**) and a member application for each member have been provided to the Company.
- 2 The Company proposes to act as trustee of the Fund pursuant to the trust deed and to:
 - a) apply to become a regulated complying self-managed superannuation fund (**SMSF**);
 - b) apply to the Australian Taxation Office (**ATO**) for an Australian Business Number (**ABN**) and a Tax File Number (**TFN**) for the Fund;
 - c) establish a cash account (such as a cash management trust) or cheque account for the Fund. Monies need to be deposited into this account as soon as practicable to cater for the running expenses of the Fund;
 - d) appoint an administrator or accountant to the Fund whose role is to provide information and reports as required under any administration agreement between the Trustee of the Fund and the administrator; and
 - e) appoint an auditor to the Fund. The superannuation laws provide that an auditor must be appointed to the Fund on a yearly basis to provide an assessment of the Fund's compliance with the superannuation laws.

Resolutions

- 1 To consent to act as trustee of the Fund.
- 2 To execute the trust deed and any ancillary documents required to establish the Fund.
- 3 To complete the following:
 - a) establish a cash account and deposit funds in the account to be held in the name of the Company as trustee for the Fund;
 - b) notify the ATO of the Fund's intent to become a regulated self-managed superannuation fund;
 - c) complete ABN and TFN forms to be filed with the ATO;
 - d) formulate and implement an investment strategy of the Fund;
 - e) appoint relevant professionals including, where required, an accountant, administrator, auditor, SMSF expert, SMSF investment expert and any other professional deemed appropriate; and
 - f) accept John Geoffrey Petrie and Rebecca Claire Petrie as initial members of the Fund.

The Directors

Signed by John Geoffrey Petrie and Rebecca Claire Petrie:



John Geoffrey Petrie
Director

Dated: 7/6/21



Rebecca Claire Petrie
Director

Dated: 7/6/21

**DECLARATION AND CONSENT TO ACT AS DIRECTOR OF TRUSTEE COMPANY
UNDER SECTION 118 OF THE
SUPERANNUATION INDUSTRY (SUPERVISION) ACT 1993**

We, John Geoffrey Petrie and Rebecca Claire Petrie of 100 Oleander Drive, ASHGROVE, QLD 4060 as a directors of ANDREW L. PETRIE PTY LTD - ACN 642 986 016 of Unit 1 / 48 Flinders Parade, NORTH LAKES, QLD 4509 state as follows:

1. I am not a disqualified person as defined by the *Superannuation Industry (Supervision) Act 1993 (SIS Act)* and am not disqualified from acting as trustee or as a responsible officer of a trustee company under the SIS Act or related legislation;
2. I am aware of my role and responsibilities as a director of ANDREW L. PETRIE PTY LTD - ACN 642 986 016 of Unit 1 / 48 Flinders Parade, NORTH LAKES, QLD 4509 (**Trustee**), which acts or will acts as trustee for the PETRIE SUPERANNUATION FUND (**Fund**), including:
 - (a) my role and responsibilities under the trust deed and any governing rules of the Fund (**Trust Deed**), which I have read and understood; and
 - (b) my responsibilities under the SIS Act, the *Superannuation Industry (Supervision) Regulations 1994 (SIS Regs)* and related legislation;
3. I have had the opportunity to meet with legal, financial and accounting advisors, and am satisfied that membership in the Fund is appropriate to my circumstances and needs;
4. I consent to act as a director of the Trustee;
5. I agree to execute the Trust Deed, and to administer the Fund as a director of the Trustee in accordance with the terms and conditions set out in the Trust Deed (as amended from time to time) and all legislative requirements, including but not limited to those under the SIS Act and the SIS Regs;
6. I agree to notify any other directors of the Trustee in writing if I am for any reason disqualified from continuing to act as a trustee or director of a trustee company of a superannuation fund; and
7. I declare the information provided above is true and correct and it is my responsibility to inform any other directors of any error or changes regarding these matters.

The Trustee

Signed, Sealed and Delivered by ANDREW L. PETRIE PTY LTD - ACN 642 986 016 by:



John Geoffrey Petrie
Director



Rebecca Claire Petrie
Director

* Note re Disqualified Person (section 120, SIS Act):

A disqualified person who is an individual includes:

1. persons who have at any time been convicted of an offence in respect of dishonest conduct;
2. persons against whom a civil penalty order was made; or
3. a person who is an insolvent under administration (for example, an undischarged bankrupt).

A disqualified person that is a body corporate includes:

1. a body corporate that knows, or has reasonable grounds to suspect, that a person who is, or is acting as, a responsible officer of the body corporate is a disqualified person;
2. a body corporate where a receiver and manager has been appointed in respect of property beneficially owned by the body;
3. body corporate where an official manager or deputy official manager has been appointed in respect of the body;
4. a body corporate where a provisional liquidator has been appointed in respect of the body; or
5. a body corporate that has begun to be wound up.

Note - A director of a trustee company of a superannuation fund must not be a disqualified person as described above.

**APPLICATION FOR MEMBERSHIP OF
Petrie Superannuation Fund**

Full Name: Rebecca Claire Petrie
Address: 100 Oleander Drive, ASHGROVE, QLD 4060
Date of Birth: 12 June 1987
Sex: Female

I apply for membership of the **PETRIE SUPERANNUATION FUND (Fund)** and state or warrant as follows as a condition of my application:

- 1 I am not bankrupt.
- 2 I have had the opportunity to meet with legal, financial and accounting advisors, and am satisfied that membership in the Fund is appropriate to my circumstances and needs.
- 3 I understand that if I am accepted as a member, my membership may be subject to restrictions and/or classifications.
- 4 I understand that I may only contribute to the Fund if I am eligible under the superannuation laws to do so, and this includes any contributions made by other parties on my behalf.
- 5 I understand that membership in a self managed superannuation fund (**SMSF**) carries with it risks, including but not limited to risks associated with disagreement with other members, liquidity and investment risks, and such other risks which follow the nature of a SMSF arrangement and I am comfortable becoming a member, notwithstanding those risks.
- 6 I agree that, unless I provide notice to the Trustee in writing, I do not require any insurance to be held within the Fund in respect of me.
- 7 I undertake to provide any relevant information or documentary evidence to the Trustee and agree to submit to health and medical tests as and when requested by the Trustee.
- 8 I acknowledge the Trustee may collect my personal identification documents and Tax File Number (**TFN**), which will be treated as confidential in accordance with the *Privacy Act 1988 (Cth)* (**Privacy Legislation**) and will only be used for legal purposes, including:
 - a providing information to the Australian Taxation Office;
 - b paying employment termination payments;
 - c amalgamating superannuation benefits; and
 - d providing information to other superannuation funds receiving any benefits I may select (unless I ask in writing for it to be withheld).
- 9 My Tax File Number is: 898 474 068.
- 10 I authorise the Trustee to retain and store information on my behalf despite any provision to the contrary in any privacy legislation.

11 I agree to all of the terms and conditions set out in the trust deed for the Fund, as amended from time to time.

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

I hereby authorise my current employer to deduct from my salary such amounts (if any) as are from time to time agreed upon by myself and my employer as contributions to be made by me to the abovementioned Fund.

I hereby apply to make contributions to the Fund and agree to be bound by the trust deed and rules governing the Fund.

NOMINATION OF BENEFICIARIES

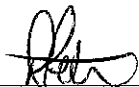
(If you wish to make a Binding Death Benefit Nomination please submit it separately)

Whilst I acknowledge the discretion the Trustees have to determine who the benefit is paid to, I hereby nominate the following persons to receive the benefit payable by the Trustees of the Fund in the event of my death:

Name and Address	Relationship to member	Proportion of benefit
_____	_____	_____ %
_____	_____	_____ %

The Member

Signed by Rebecca Claire Petrie:



Rebecca Claire Petrie
Member

Dated: _____



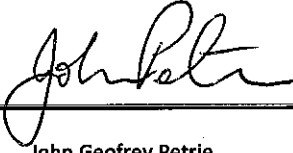
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 - (a) my role and responsibilities under the trust deed and any governing rules of the Fund (**Trust Deed**), which I have read and understood; and
 - (b) my responsibilities under the SIS Act, the *Superannuation Industry (Supervision) Regulations 1994 (SIS Regs)* and related legislation;
3. I have had the opportunity to meet with legal, financial and accounting advisors, and am satisfied that membership in the Fund is appropriate to my circumstances and needs;
4. I consent to act as a director of the Trustee;
5. I agree to execute the Trust Deed, and to administer the Fund as a director of the Trustee in accordance with the terms and conditions set out in the Trust Deed (as amended from time to time) and all legislative requirements, including but not limited to those under the SIS Act and the SIS Regs;
6. I agree to notify any other directors of the Trustee in writing if I am for any reason disqualified from continuing to act as a trustee or director of a trustee company of a superannuation fund; and
7. I declare the information provided above is true and correct and it is my responsibility to inform any other directors of any error or changes regarding these matters.

The Trustee

Signed, Sealed and Delivered by ANDREW L. PETRIE PTY LTD - ACN 642 986 016 by:



John Geoffrey Petrie
Director



Rebecca Claire Petrie
Director

* Note re Disqualified Person (section 120, SIS Act):

A disqualified person who is an individual includes:

1. persons who have at any time been convicted of an offence in respect of dishonest conduct;
2. persons against whom a civil penalty order was made; or
3. a person who is an insolvent under administration (for example, an undischarged bankrupt).

A disqualified person that is a body corporate includes:

1. a body corporate that knows, or has reasonable grounds to suspect, that a person who is, or is acting as, a responsible officer of the body corporate is a disqualified person;
2. a body corporate where a receiver and manager has been appointed in respect of property beneficially owned by the body;
3. body corporate where an official manager or deputy official manager has been appointed in respect of the body;
4. a body corporate where a provisional liquidator has been appointed in respect of the body; or
5. a body corporate that has begun to be wound up.

Note - A director of a trustee company of a superannuation fund must not be a disqualified person as described above.

**APPLICATION FOR MEMBERSHIP OF
Petrie Superannuation Fund**

Full Name: John Geoffrey Petrie
Address: 100 Oleander Drive, ASHGROVE, QLD 4060
Date of Birth: 21 April 1982
Sex: Male

I apply for membership of the **PETRIE SUPERANNUATION FUND (Fund)** and state or warrant as follows as a condition of my application:

- 1 I am not bankrupt.
- 2 I have had the opportunity to meet with legal, financial and accounting advisors, and am satisfied that membership in the Fund is appropriate to my circumstances and needs.
- 3 I understand that if I am accepted as a member, my membership may be subject to restrictions and/or classifications.
- 4 I understand that I may only contribute to the Fund if I am eligible under the superannuation laws to do so, and this includes any contributions made by other parties on my behalf.
- 5 I understand that membership in a self managed superannuation fund (**SMSF**) carries with it risks, including but not limited to risks associated with disagreement with other members, liquidity and investment risks, and such other risks which follow the nature of a SMSF arrangement and I am comfortable becoming a member, notwithstanding those risks.
- 6 I agree that, unless I provide notice to the Trustee in writing, I do not require any insurance to be held within the Fund in respect of me.
- 7 I undertake to provide any relevant information or documentary evidence to the Trustee and agree to submit to health and medical tests as and when requested by the Trustee.
- 8 I acknowledge the Trustee may collect my personal identification documents and Tax File Number (**TFN**), which will be treated as confidential in accordance with the *Privacy Act 1988 (Cth)* (**Privacy Legislation**) and will only be used for legal purposes, including:
 - a providing information to the Australian Taxation Office;
 - b paying employment termination payments;
 - c amalgamating superannuation benefits; and
 - d providing information to other superannuation funds receiving any benefits I may select (unless I ask in writing for it to be withheld).
- 9 My Tax File Number is: 412 767 160.
- 10 I authorise the Trustee to retain and store information on my behalf despite any provision to the contrary in any privacy legislation.

11 I agree to all of the terms and conditions set out in the trust deed for the Fund, as amended from time to time.

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

I hereby authorise my current employer to deduct from my salary such amounts (if any) as are from time to time agreed upon by myself and my employer as contributions to be made by me to the abovementioned Fund.

I hereby apply to make contributions to the Fund and agree to be bound by the trust deed and rules governing the Fund.

NOMINATION OF BENEFICIARIES

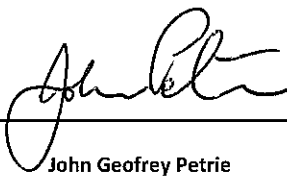
(If you wish to make a Binding Death Benefit Nomination please submit it separately)

Whilst I acknowledge the discretion the Trustees have to determine who the benefit is paid to, I hereby nominate the following persons to receive the benefit payable by the Trustees of the Fund in the event of my death:

Name and Address	Relationship to member	Proportion of benefit
_____	_____	_____ %
_____	_____	_____ %

The Member

Signed by John Geoffrey Petrie:



John Geoffrey Petrie
Member

Dated: 4/6/21

ANDREW L. PETRIE PTY LTD ACN 642 986 016 AS TRUSTEE OF THE PETRIE
SUPERANNUATION FUND

RESOLUTION OF TRUSTEE

BORROWING

Andrew L. Petrie Pty Ltd ACN 642 986 016 (**Trustee**) is the trustee of the Petrie Superannuation Fund (**Fund**). The Fund was established pursuant to a deed of trust dated 7 June 2021 which contained the rules for the Fund (**Trust Deed**).

Pursuant to clauses 4.1.9 and 8.1 of the Trust Deed, the Trustee may borrow money.

Pursuant to clause 4.3.3 of the Trust Deed, the Trustee may appoint a custodian to hold the legal title of any asset acquired.

Pursuant to clause 8.2 of the Trust Deed, the Trustee may authorise a charge over its real property.

Section 67A of the *Superannuation Industry (Supervision) Act 1993 (Cth)* (**SIS Act**) provides, amongst other things, that a trustee of a "regulated superannuation fund" is not prohibited from borrowing money provided:

1. the money is applied for the acquisition of a single acquirable asset;
2. legal title to the investment must be held by a third party on behalf of the trustee of the regulated superannuation fund; and
3. the lender's rights against the trustee of the regulated superannuation fund for any default under the borrowing agreement are limited to the rights attached to the acquirable asset.

Confirmed that the Trustee of the Fund wishes to borrow money to purchase an asset (that is authorised under the *SIS Act*), being 332 Waterworks Road, Ashgrove Qld 4060, more particularly described as Lot 20 on RP20476, Titles Reference _____ (**Investment**).

CONFIRMATION OF ADVICE

Confirmed that the Trustee of the Fund has sought advice in respect of the borrowing and is satisfied that the borrowing is in accordance with the requirements of the *SIS Act*, *Superannuation Industry (Regulations) 1994 (Cth)* and the Trust Deed.

RESOLUTIONS

Resolved that:

1. the Trustee borrow the sum of \$_____ from Liberty Network Services Pty Ltd ACN 151 158 628 (**Lender**) on the terms contained within a Loan Agreement to be provided by the Lender;
2. the Trustee arranges for a Security Trust Deed to be prepared and a custodian appointed to hold legal title in the Investment on behalf of the Trustee;
3. the Trustee ensure that the Custodian grants security over the Investment to the Lender; and
4. the Trustee does all other things that may be necessary to establish the borrowing and acquire the asset.

ANDREW L. PETRIE PTY LTD ACN 642 986 016 AS TRUSTEE OF THE PETRIE
SUPERANNUATION FUND

RESOLUTION OF TRUSTEE

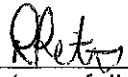
EXECUTED by ANDREW L. PETRIE PTY
LTD ACN 642 986 016:

SP 

Signature of director

JOHN GEOFFREY PETRIE

Name (BLOCK LETTERS)

RP 

Signature of director/secretary/
sole director/sole director & secretary*
*delete whichever is not applicable

REBECCA CLAIRE PETRIE

Name (BLOCK LETTERS)

9/6/21

Date signed