



# ANZ BUSINESS ONLINE SAVER STATEMENT

STATEMENT NUMBER 43  
22 APRIL 2020 TO 22 JULY 2020

036/1012



THE TRUSTEES  
NUCIFORA SUPERANNUATION FUND  
9 DAWNETA CT  
WARNER QLD 4500

## WELCOME TO YOUR ANZ ACCOUNT AT A GLANCE

### Account Details

NUCIFORA SUPER FUND (QLD) PTY LTD  
AS TRUSTEES FOR  
NUCIFORA SUPERANNUATION FUND

### Branch Number (BSB)

014-209

### Account Number

5262-79042

### Account Descriptor

BUSINESS ONLINE

### Opening Balance:

**\$424,366.77**

### Total Deposits:

**\$41,740.54**

### Total Withdrawals:

**\$20,000.00**

### Closing Balance:

**\$446,107.31**



## NEED TO GET IN TOUCH?



**ANZ Internet Banking**  
anz.com

OR



**Enquiries: 13 13 14**  
**Lost/Stolen Cards: 1800 033 844**

# ANZ BUSINESS ONLINE SAVER STATEMENT

Account Number 5262-79042

## Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
<b>2020</b>				
<b>22 APR</b>	<b>OPENING BALANCE</b>			<b>424,366.77</b>
30 APR	<b>CREDIT INTEREST PAID</b>		27.58	424,394.35
13 MAY	<b>TRANSFER</b> FROM ATO ATO002000012368459		1,085.18	425,479.53
21 MAY	<b>ANZ INTERNET BANKING FUNDS TFER</b> TRANSFER 150888 TO 014209571684979	10,000.00		415,479.53
21 MAY	<b>ANZ M-BANKING FUNDS TFER</b> TRANSFER 763228 TO 014209571684979	10,000.00		405,479.53
29 MAY	<b>CREDIT INTEREST PAID</b>		49.86	405,529.39
18 JUN	<b>ANZ M-BANKING FUNDS TFER</b> TRANSFER 749797 FROM 373740271		3,978.10	409,507.49
18 JUN	<b>ANZ M-BANKING FUNDS TFER</b> TRANSFER 760366 FROM 373740271		7,000.00	416,507.49
18 JUN	<b>ANZ M-BANKING FUNDS TFER</b> TRANSFER 756427 FROM 373740271		8,780.17	425,287.66
29 JUN	<b>TRANSFER FROM 9109-68862</b>		20,306.57	445,594.23
30 JUN	<b>CREDIT INTEREST PAID</b>		32.48	445,626.71
03 JUL	<b>DIVIDEND</b> FROM NAB INTERIM DIV DV211/01181795		480.60 ✓	446,107.31
	<b>TOTALS AT END OF PAGE</b>	<b>\$20,000.00</b>	<b>\$41,740.54</b>	
	<b>TOTALS AT END OF PERIOD</b>	<b>\$20,000.00</b>	<b>\$41,740.54</b>	<b>\$446,107.31</b>

This Statement Includes

Interest earned on deposits	\$109.92
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Yearly Summary

Previous Year to 30/06/2020 (\$)

Interest earned on deposits	147.28
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# ANZ BUSINESS ONLINE SAVER STATEMENT

STATEMENT NUMBER 44  
22 JULY 2020 TO 22 OCTOBER 2020

036/940



THE TRUSTEES  
NUCIFORA SUPERANNUATION FUND  
9 DAWNETA CT  
WARNER QLD 4500

## WELCOME TO YOUR ANZ ACCOUNT AT A GLANCE

### Account Details

NUCIFORA SUPER FUND (QLD) PTY LTD  
AS TRUSTEES FOR  
NUCIFORA SUPERANNUATION FUND

### Branch Number (BSB)

014-209

### Account Number

5262-79042

### Account Descriptor

BUSINESS ONLINE

### Opening Balance:

**\$446,107.31**

### Total Deposits:

**\$5,108.99**

### Total Withdrawals:

**\$446,155.41**

### Closing Balance:

**\$5,060.89**

## NEED TO GET IN TOUCH?



**ANZ Internet Banking**  
anz.com

OR



**Enquiries: 13 13 14**  
**Lost/Stolen Cards: 1800 033 844**

# ANZ BUSINESS ONLINE SAVER STATEMENT

Account Number 5262-79042

## Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
<b>2020</b>				
<b>22 JUL</b>	<b>OPENING BALANCE</b>			<b>446,107.31</b>
31 JUL	<b>CREDIT INTEREST PAID</b>		18.89 ✓	446,126.20
31 AUG	<b>CREDIT INTEREST PAID</b>		18.90 ✓	446,145.10
17 SEP	<b>DIVIDEND</b> FROM RIO TINTO LTD AUI20/00904929		1,129.97 ✓	447,275.07
18 SEP	<b>DIVIDEND</b> FROM WOODSIDE 20RES/00101845		10.68 ✓	447,285.75
18 SEP	<b>DIVIDEND</b> FROM WOODSIDE INT20/00660710		177.61 ✓	447,463.36
18 SEP	<b>ANZ INTERNET BANKING FUNDS TFER</b> TRANSFER 693032 TO 014209456900656	15,000.00 ✓		432,463.36
23 SEP	<b>TRANSFER</b> FROM ENT PREMIUM 001252605060		16.20 ✓	432,479.56
24 SEP	<b>DIVIDEND</b> FROM SANTOS LIMITED S00101527808		0.44 ✓	432,480.00
24 SEP	<b>DIVIDEND</b> FROM MEDIBANK DIV SEP20/00803191		221.82 ✓	432,701.82
29 SEP	<b>DIVIDEND</b> FROM COLES GROUP LTD FIN20/00884189		102.30 ✓	432,804.12
30 SEP	<b>DIVIDEND</b> FROM CBA FNL DIV 001249502204		2,279.48 ✓	435,083.60
30 SEP	<b>CREDIT INTEREST PAID</b>		18.06 ✓	435,101.66
01 OCT	<b>DIVIDEND</b> FROM AMP LIMITED SPE20/01497895		352.70 ✓	435,454.36
01 OCT	<b>DIVIDEND</b> FROM WESFARMERS LTD FIN20/00838521		382.85 ✓	435,837.21
07 OCT	<b>ANZ M-BANKING FUNDS TFER</b> TRANSFER 870990 TO 014209456900656	431,155.41 ✓		4,681.80
09 OCT	<b>TRANSFER</b> FROM RIO TINTO LTD 20DRP/00801090		47.85 ✓	4,729.65
14 OCT	<b>DIVIDEND</b> FROM BSL FNL DIV 001252508726		81.84 ✓	4,811.49
21 OCT	<b>DIVIDEND</b> FROM SUN FINAL DIV 001250997243		249.40 ✓	5,060.89
	<b>TOTALS AT END OF PAGE</b>	<b>\$446,155.41</b>	<b>\$5,108.99</b>	
	<b>TOTALS AT END OF PERIOD</b>	<b>\$446,155.41</b>	<b>\$5,108.99</b>	<b>\$5,060.89</b>

This Statement Includes

Interest earned on deposits	\$55.85
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# ANZ BUSINESS ONLINE SAVER STATEMENT

STATEMENT NUMBER 45

22 OCTOBER 2020 TO 22 JANUARY 2021

036/1152



THE TRUSTEES  
NUCIFORA SUPERANNUATION FUND  
9 DAWNETA CT  
WARNER QLD 4500

## WELCOME TO YOUR ANZ ACCOUNT AT A GLANCE

### Account Details

NUCIFORA SUPER FUND (QLD) PTY LTD  
AS TRUSTEES FOR  
NUCIFORA SUPERANNUATION FUND

### Branch Number (BSB)

014-209

### Account Number

5262-79042

### Account Descriptor

BUSINESS ONLINE

Opening Balance:

**\$5,060.89**

Total Deposits:

**\$110,759.52**

Total Withdrawals:

**\$108,000.00**

Closing Balance:

**\$7,820.41**

## NEED TO GET IN TOUCH?



**ANZ Internet Banking**  
anz.com

OR



**Enquiries: 13 13 14**  
**Lost/Stolen Cards: 1800 033 844**

# ANZ BUSINESS ONLINE SAVER STATEMENT

Account Number 5262-79042

## Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
<b>2020</b>				
<b>22 OCT</b>	<b>OPENING BALANCE</b>			<b>5,060.89</b>
30 OCT	<b>CREDIT INTEREST PAID</b>		4.23 ✓	5,065.12
02 NOV	<b>ANZ M-BANKING FUNDS TFER</b> TRANSFER 663092 FROM 373740271		891.54 ✓	5,956.66
06 NOV	<b>TRANSFER FROM 9194-79897</b>		103,178.37 ✓	109,135.03
09 NOV	<b>ANZ M-BANKING FUNDS TFER</b> TRANSFER 915148 TO 014209456900656 EFFECTIVE DATE 08 NOV 2020	108,000.00 ✓		1,135.03
30 NOV	<b>CREDIT INTEREST PAID</b>		0.35 ✓	1,135.38
30 NOV	<b>BONUS CREDIT INTEREST PAID</b>		0.59 ✓	1,135.97
10 DEC	<b>DIVIDEND</b> FROM NAB FINAL DIV DV212/00670702		480.60 ✓	1,616.57
18 DEC	<b>DIVIDEND</b> FROM WBC DIVIDEND 001254215417		1,489.24 ✓	3,105.81
<b>2021</b>				
19 JAN	<b>PAYMENT FROM GARY DOLPHIN</b> BRG4/344.001		4,714.60 ✓	7,820.41
	<b>TOTALS AT END OF PAGE</b>	<b>\$108,000.00</b>	<b>\$110,759.52</b>	
	<b>TOTALS AT END OF PERIOD</b>	<b>\$108,000.00</b>	<b>\$110,759.52</b>	<b>\$7,820.41</b>

### This Statement Includes

Interest earned on deposits	\$5.17
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### Update your profile in the ANZ App or ANZ Internet Banking

New mobile number or email address? No worries. You can update your details via Profile in the ANZ App or ANZ Internet Banking. By keeping your details up to date, we can contact you for security purposes (e.g. send you an SMS one-time passcode or verify transactions), or send you account information.

Forgot your password? We've all been there. You can also securely reset your ANZ App PIN or change ANZ Internet Banking password too. It's all in one place – your Profile.

Visit [www.anz.com.au/ways-to-bank](http://www.anz.com.au/ways-to-bank) to learn about how you can manage your money, simply and securely.





# ANZ BUSINESS ONLINE SAVER STATEMENT

STATEMENT NUMBER 46  
22 JANUARY 2021 TO 22 APRIL 2021

036/944



THE TRUSTEES  
NUCIFORA SUPERANNUATION FUND  
9 DAWNETA CT  
WARNER QLD 4500

## WELCOME TO YOUR ANZ ACCOUNT AT A GLANCE

### Account Details

NUCIFORA SUPER FUND (QLD) PTY LTD  
AS TRUSTEES FOR  
NUCIFORA SUPERANNUATION FUND

Branch Number (BSB)

014-209

Account Number

5262-79042

Account Descriptor

BUSINESS ONLINE

Opening Balance:

**\$7,820.41**

Total Deposits:

**\$16,997.92**

Total Withdrawals:

**\$0.00**

Closing Balance:

**\$24,818.33**

## NEED TO GET IN TOUCH?



**ANZ Internet Banking**  
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OR



**Enquiries: 13 13 14**  
**Lost/Stolen Cards: 1800 033 844**

# ANZ BUSINESS ONLINE SAVER STATEMENT

Account Number 5262-79042

## Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
<b>2021</b>				
<b>22 JAN</b>	<b>OPENING BALANCE</b>			<b>7,820.41</b>
29 JAN	CREDIT INTEREST PAID		0.11 ✓	7,820.52
16 FEB	PAYMENT FROM GARY DOLPHIN		3,034.90 ✓	10,855.42
26 FEB	CREDIT INTEREST PAID		0.34 ✓	10,855.76
11 MAR	PAYMENT FROM GARY DOLPHIN		3,034.90 ✓	13,890.66
17 MAR	DIVIDEND FROM TAH ITM DIV 001256691003		222.00 ✓	14,112.66
24 MAR	DIVIDEND FROM WOODSIDE FIN20/00659490		74.95 ✓	14,187.61
25 MAR	DIVIDEND FROM SANTOS LIMITED S00101527808		0.95 ✓	14,188.56
25 MAR	DIVIDEND FROM MEDIBANK DIV MAR21/00803085		204.22 ✓	14,392.78
26 MAR	DIVIDEND FROM COLES GROUP LTD INT21/00882853		122.76 ✓	14,515.54
26 MAR	TRANSFER FROM COLES GROUP LTD IDA21/00800074		14.52 ✓	14,530.06
30 MAR	DIVIDEND FROM BSL ITM DIV 001258359540		61.38 ✓	14,591.44
30 MAR	DIVIDEND FROM CBA ITM DIV 001256332333		3,489.00 ✓	18,080.44
31 MAR	DIVIDEND FROM WESFARMERS LTD INT21/00837804		354.64 ✓	18,435.08
31 MAR	CREDIT INTEREST PAID		0.59 ✓	18,435.67
01 APR	DIVIDEND FROM SUN INTERIM DIV 001255876917		648.44 ✓	19,084.11
13 APR	PAYMENT FROM GARY DOLPHIN		3,034.90 ✓	22,119.01
15 APR	DIVIDEND FROM RIO TINTO LTD FIN20/00184895		2,699.32 ✓	24,818.33
<b>TOTALS AT END OF PAGE</b>		<b>\$0.00</b>	<b>\$16,997.92</b>	
<b>TOTALS AT END OF PERIOD</b>		<b>\$0.00</b>	<b>\$16,997.92</b>	<b>\$24,818.33</b>

### This Statement Includes

Interest earned on deposits	\$1.04
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# ANZ BUSINESS ONLINE SAVER STATEMENT

STATEMENT NUMBER 47  
22 APRIL 2021 TO 22 JULY 2021

036/911



THE TRUSTEES  
NUCIFORA SUPERANNUATION FUND  
9 DAWNETA CT  
WARNER QLD 4500

## WELCOME TO YOUR ANZ ACCOUNT AT A GLANCE

### Account Details

NUCIFORA SUPER FUND (QLD) PTY LTD  
AS TRUSTEES FOR  
NUCIFORA SUPERANNUATION FUND

### Branch Number (BSB)

014-209

### Account Number

5262-79042

### Account Descriptor

BUSINESS ONLINE

### Opening Balance:

**\$24,818.33**

### Total Deposits:

**\$11,058.10**

### Total Withdrawals:

**\$0.00**

### Closing Balance:

**\$35,876.43**

## NEED TO GET IN TOUCH?



**ANZ Internet Banking**  
anz.com

OR



**Enquiries: 13 13 14**  
**Lost/Stolen Cards: 1800 033 844**

# ANZ BUSINESS ONLINE SAVER STATEMENT

Account Number 5262-79042

## Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
<b>2021</b>				
<b>22 APR</b>	<b>OPENING BALANCE</b>			<b>24,818.33</b>
30 APR	<b>CREDIT INTEREST PAID</b>		0.91 ✓	24,819.24
18 MAY	<b>PAYMENT FROM GARY DOLPHIN</b>		3,034.90 ✓	27,854.14
31 MAY	<b>CREDIT INTEREST PAID</b>		1.10 ✓	27,855.24
21 JUN	<b>PAYMENT FROM GARY DOLPHIN</b>		3,034.90 ✓	30,890.14
25 JUN	<b>DIVIDEND</b> FROM WBC DIVIDEND 001260794307		2,786.32 ✓	33,676.46
30 JUN	<b>CREDIT INTEREST PAID</b>		1.21 ✓	33,677.67
02 JUL	<b>DIVIDEND</b> FROM NAB INTERIM DIV DV221/01161498		961.20	34,638.87
19 JUL	<b>PAYMENT FROM GARY DOLPHIN</b> EFFECTIVE DATE 18 JUL 2021		1,237.56	35,876.43
	<b>TOTALS AT END OF PAGE</b>	<b>\$0.00</b>	<b>\$11,058.10</b>	
	<b>TOTALS AT END OF PERIOD</b>	<b>\$0.00</b>	<b>\$11,058.10</b>	<b>\$35,876.43</b>

### This Statement Includes

Interest earned on deposits	\$3.22
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### Yearly Summary

Previous Year to 30/06/2021 (\$)

Interest earned on deposits	65.28
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### No transaction fees\* for ANZ cardholders across the new atm network by Armaguard

As an ANZ cardholder you can withdraw cash or make a balance enquiry, with no transaction fee\* at any atm network by Armaguard ATM.

\*Terms and conditions apply.

Visit [www.anz.com.au/ways-to-bank/atms](http://www.anz.com.au/ways-to-bank/atms) for further detail and terms and conditions.



# 60800 - Term Deposits

2021 Financial Year

Preparer Sam Greco

Reviewer Sam Greco

Status N/A - Not Applicable

Account Code	Description	CY Balance	LY Balance	Change
919479897	Term Deposit 79897		\$102,056.70	100%
<b>TOTAL</b>		<b>CY Balance</b>	<b>LY Balance</b>	
			\$102,056.70	

## Supporting Documents

- Bank Statement Report [Report](#)

## Standard Checklist

- Attach Copies of Statements and Interest slips
- Attach copy of Bank Statement Report
- Ensure all Transactions have been entered

# Nucifora Super Fund (Qld) Pty Ltd A/T Nucifora Superannuation Fund

## Bank Statement Report

For The Period 01 July 2020 to 30 June 2021

**Chart Code:** 60400 / ANZ456900656

**Account Name:** ANZ Business Premium Saver

**BSB and Account Number:** 014209 456900656

**Opening Balance** - **Total Debits** + **Total Credits** = **Closing Balance**

\$ 3,583.72 \$ 474,145.23 \$ 647,636.50 \$ 177,074.99

**Data Feed Used**

BGL Bank Data Service

Date	Description	Debit \$	Credit \$	Ledger Balance \$	Statement Balance \$	Variance \$
01/07/2020	Opening Balance			3,583.72	3,583.72	
06/07/2020	PAYMENT TO MLC LIMITED 92067023	894.25		2,689.47	2,689.47	
22/07/2020	Certelec Super Contributions to John and Janelle Nucifora		795.62	3,485.09	3,485.09	
27/07/2020	Jenny Craig Super Contribution Janelle Nucifora April 2020		275.41	3,760.50	3,760.50	
28/07/2020	Jenny Craig Contribution Janelle Nucifora May 2020		78.75	3,839.25	3,839.25	
29/07/2020	Jenny Craig Super Contribution Janelle Nucifora June 2020		65.48	3,904.73	3,904.73	
04/08/2020	PAYMENT TO MLC LIMITED 92067023	1,107.12		2,797.61	2,797.61	
15/08/2020	Certelec Super Contributions to John & Janelle Nucifora		795.62	3,593.23		
02/09/2020	ANZ INTERNET BANKING PAYMENT 725835 TO Senrico Pty Ltd	341.00		3,252.23	3,252.23	
04/09/2020	PAYMENT TO MLC LIMITED 92067023	1,107.12		2,145.11	2,145.11	
10/09/2020	ANZ INTERNET BANKING PAYMENT 336540 TO Rapid Building Inspections - Building Inspection Prior to Purchase of Unit 4/344 Bilsen Rd Geebung	429.00		1,716.11	1,716.11	
11/09/2020	Super Contributions from Certelec to John & Janelle Nucifora - Sept 2020		795.62	2,511.73	2,511.73	
18/09/2020	ANZ INTERNET BANKING FUNDS TFER TRANSFER 693032 TO 014209456900656 [ANZ INTERNET BANKING FUNDS TFER TRANSFER 693032 FROM 526279042]		15,000.00	17,511.73		
18/09/2020	ANZ INTERNET BANKING PAYMENT 696204 TO Raine and Horne Commercial Sales Deposit on Bilsen Road property	10,000.00		7,511.73	7,511.73	

**Nucifora Super Fund (Qld) Pty Ltd A/T Nucifora Superannuation Fund**  
**Bank Statement Report**

For The Period 01 July 2020 to 30 June 2021

Date	Description	Debit \$	Credit \$	Ledger Balance \$	Statement Balance \$	Variance \$
19/09/2020	ANZ INTERNET BANKING PAYMENT 904583 TO Raine and Horne Commercial Sales	5,000.00		2,511.73		
21/09/2020	Balance of deposit re Bilsen Road property Legal Fees TO Smith and Stanton Lawyers - to initiate due diligence searches for purchase of property 4/344 Bilsen Rd Geebung	1,000.00		1,511.73	1,511.73	
30/09/2020	CREDIT INTEREST PAID		0.01	1,511.74		
30/09/2020	2 EXCESS INTERNET/ONLINE TRANSACTIONS - FEE	1.20		1,510.54	1,510.54	
05/10/2020	PAYMENT TO MLC LIMITED 92067023	1,107.12		403.42	403.42	
07/10/2020	Certelec Super Contributions John & Janelle Nucifora Oct 2020 TRANSFER 619280 FROM 373740271		795.62	1,199.04		
07/10/2020	ANZ M-BANKING FUNDS TFER TRANSFER 870990 FROM 526279042 [ANZ M-BANKING FUNDS TFER TRANSFER 870990 TO 014209456900656]		431,155.41	432,354.45		
07/10/2020	EB 14271 TO 418004 Settlement monies re 4/344 Bilsen Road	431,183.41		1,171.04	1,171.04	
09/10/2020	Public Liability Insurance U4 344 Bilsen Rd Geebung	190.00		981.04		
09/10/2020	Public Liability Insurance U4 344 Bilsen Road Geebung	350.00		631.04	631.04	
16/10/2020	TRANSFER FROM BANK OF QLD re 4/344 BILSEN Deposit & Bond Received \$9900, Less Commission (for lease of property) paid to Raine & Horne Commercial \$5571.50 (including Admin Fee \$110)		4,328.50	4,959.54	4,959.54	
19/10/2020	ANZ MOBILE BANKING PAYMENT 713530 TO Smith and Stanton Balance of Legal Fees re purchase of 4/344 Bilsen Road	743.81		4,215.73	4,215.73	
26/10/2020	Jenny Craig Super July 20 Contribution to Janelle Nucifora		85.94	4,301.67	4,301.67	
27/10/2020	Jenny Craig Super Contribution Aug 20 to Janelle Nucifora		49.11	4,350.78	4,350.78	
28/10/2020	Jenny Craig super contribution Sept 20 - Janelle Nucifora		124.72	4,475.50		
28/10/2020	TO Northside Fire - U4 344 Bilsen Rd Geebung	215.00		4,260.50	4,260.50	

**Nucifora Super Fund (Qld) Pty Ltd A/T Nucifora Superannuation Fund**  
**Bank Statement Report**

For The Period 01 July 2020 to 30 June 2021

Date	Description	Debit \$	Credit \$	Ledger Balance \$	Statement Balance \$	Variance \$
30/10/2020	"3 EXCESS EFTPOS, PHONE BANKING, AUTOMATIC TRANSACTIONS - FEE"	1.80		4,258.70	4,258.70	
31/10/2020	Certelec Super Contribution to Janelle Nucifora Oct 2020		95.91	4,354.61		
04/11/2020	PAYMENT TO MLC LIMITED 92067023	1,107.12		3,247.49	3,247.49	
08/11/2020	ANZ M-BANKING FUNDS TFER TRANSFER 915148 FROM 526279042 [ANZ M-BANKING FUNDS TFER TRANSFER 915148 TO 014209456900656]		108,000.00	111,247.49		
10/11/2020	Public Liability Insurance U4 344 Bilsen Road Geebung	120.00		111,127.49	111,127.49	
20/11/2020	SMG - Body Corp Fees Bilsen Workstores Geebung ADJUSTED ACCOUNT	649.96		110,477.53	110,477.53	
30/11/2020	BONUS CREDIT INTEREST PAID		24.44	110,501.97		
30/11/2020	CREDIT INTEREST PAID		3.34	110,505.31	110,505.31	
04/12/2020	PAYMENT TO MLC LIMITED 92067023	1,107.12		109,398.19	109,398.19	
06/12/2020	ANZ INTERNET BANKING PAYMENT 567274 TO Senrico Pty Ltd	1,793.00		107,605.19		
10/12/2020	URBAN UTILITIES - Water and Sewerage Adjusted Account {563653}	141.72		107,463.47	107,463.47	
15/12/2020	TRANSFER FROM ATO ATO47497101529I001		39.00	107,502.47	107,502.47	
18/12/2020	Certelec Super Contributions Janelle & John Nucifora Dec 2020		10,891.54	118,394.01	118,394.01	
31/12/2020	CREDIT INTEREST PAID		4.78	118,398.79	118,398.79	
04/01/2021	Certelec Super Contributions Janelle & John Nucifora - Jan 2021		10,891.54	129,290.33		
04/01/2021	BCC RATES - 4/344 Bilsen Rd Geebung {790381}	832.85		128,457.48		
04/01/2021	PAYMENT TO MLC LIMITED 92067023	1,107.12		127,350.36	127,350.36	
14/01/2021	ANZ INTERNET BANKING PAYMENT 251322 TO Senrico Pty Ltd	240.00		127,110.36		
14/01/2021	Nucifora Properties ASIC {914414}	273.00		126,837.36	126,837.36	
22/01/2021	ANZ INTERNET BANKING PAYMENT 741992 TO Super Audits	330.00		126,507.36	126,507.36	



**Nucifora Super Fund (Qld) Pty Ltd A/T Nucifora Superannuation Fund**  
**Bank Statement Report**

For The Period 01 July 2020 to 30 June 2021

Date	Description	Debit \$	Credit \$	Ledger Balance \$	Statement Balance \$	Variance \$
29/01/2021	CLICKSUPER Jenny Craig Super Contribution Janelle Nucifora Oct 2020		104.29	126,611.65		
29/01/2021	CREDIT INTEREST PAID		5.00	126,616.65	126,616.65	
01/02/2021	CLICKSUPER Jenny Craig super contribution Janelle Nucifora Nov and Dec 2020		236.65	126,853.30		
01/02/2021	ANZ INTERNET BANKING FUNDS TFER TRANSFER 662695 FROM 373740271		10,891.54	137,744.84	137,744.84	
04/02/2021	PAYMENT TO MLC LIMITED 92067023	1,107.12		136,637.72	136,637.72	
09/02/2021	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {830873} 2020 Income Tax Payment	1,199.33		135,438.39	135,438.39	
21/02/2021	ANZ INTERNET BANKING BPAY URBAN UTILITIES {527412}	211.55		135,226.84		
26/02/2021	CREDIT INTEREST PAID		5.17	135,232.01	135,232.01	
02/03/2021	ANZ INTERNET BANKING BPAY STRATAPAY-LEVY {688015}	613.60		134,618.41	134,618.41	
04/03/2021	Certelec Super Contributions John & Janelle Nucifora March 2021		891.54	135,509.95		
04/03/2021	TRANSFER FROM ATO ATO47497101529I001 - October to December Qtr 2020 BAS - GST Refund. GST Rec'd \$450, GST Paid \$39,985		39,535.00	175,044.95		
04/03/2021	PAYMENT TO MLC LIMITED 92067023 John Nucifora Life Insurance	1,107.12		173,937.83		
04/03/2021	PAYMENT TO MLC LIMITED Janelle Nucifora Life Insurance	2,870.68		171,067.15	171,067.15	
10/03/2021	ANZ MOBILE BANKING PAYMENT 747488 TO BGL Corporate Solutions Pty Ltd	220.00		170,847.15	170,847.15	
31/03/2021	CREDIT INTEREST PAID		7.44	170,854.59	170,854.59	
03/04/2021	ANZ INTERNET BANKING BPAY BCC RATES {604152}	666.90		170,187.69		
06/04/2021	Certelec Super Contribution John & Janelle Nucifora APR 2021		891.54	171,079.23		
06/04/2021	PAYMENT TO MLC LIMITED 92067023	1,107.12		169,972.11	169,972.11	
26/04/2021	Jenny Craig Super Contribution Jan 21		85.02	170,057.13	170,057.13	

**Nucifora Super Fund (Qld) Pty Ltd A/T Nucifora Superannuation Fund**  
**Bank Statement Report**

For The Period 01 July 2020 to 30 June 2021

Date	Description	Debit \$	Credit \$	Ledger Balance \$	Statement Balance \$	Variance \$
27/04/2021	Jenny Craig super contribution Janelle Nucifora Feb 21		85.70	170,142.83	170,142.83	
28/04/2021	Jenny Craig Super Contribution Janelle Nucifora for Mar 21		120.76	170,263.59		
28/04/2021	TO Northside Fire Service Test and Maintenance Emergency/Exit/Fire	216.00		170,047.59	170,047.59	
30/04/2021	CREDIT INTEREST PAID		6.99	170,054.58	170,054.58	
04/05/2021	PAYMENT TO MLC LIMITED 92067023	1,107.12		168,947.46	168,947.46	
15/05/2021	Certelec SGL & Employer Additional super contributions for John and Janelle Nucifora May 2021		6,891.54	175,839.00		
15/05/2021	ANZ INTERNET BANKING BPAY URBAN UTILITIES {827947}	73.85		175,765.15		
27/05/2021	TO Culling Smit and Associates PL - Preparation of Depreciation and Building Allowance Schedule Unit 4/344 Bilsen Rd Geebung	550.00		175,215.15	175,215.15	
31/05/2021	CREDIT INTEREST PAID		7.32	175,222.47	175,222.47	
02/06/2021	Certelec super contribution to John Nucifora June 2021		1,296.06	176,518.53	176,518.53	
03/06/2021	Certelec super contributions to Janelle Nucifora June 2021		373.00	176,891.53	176,891.53	
04/06/2021	PAYMENT TO MLC LIMITED 92067023	1,107.12		175,784.41	175,784.41	
17/06/2021	ANZ INTERNET BANKING BPAY ASIC {308400}	55.00		175,729.41		
17/06/2021	ANZ INTERNET BANKING PAYMENT 297977 TO Senrico Pty Ltd	240.00		175,489.41	175,489.41	
18/06/2021	ANZ INTERNET BANKING BPAY AUDIT SHIELD {641551}	320.00		175,169.41	175,169.41	
22/06/2021	ANZ M-BANKING FUNDS TFER TRANSFER 789884 FROM 373740271		1,898.34	177,067.75	177,067.75	
30/06/2021	CREDIT INTEREST PAID		7.24	177,074.99	177,074.99	
30/06/2021	CLOSING BALANCE			177,074.99	177,074.99	
		<u>474,145.23</u>	<u>647,636.50</u>			

# Nucifora Super Fund (Qld) Pty Ltd A/T Nucifora Superannuation Fund

## Bank Statement Report

For The Period 01 July 2020 to 30 June 2021

**Chart Code:** 60400 / ANZ526279042

**Account Name:** ANZ Business Online Saver

**BSB and Account Number:** 014209 526279042

**Opening Balance** - **Total Debits** + **Total Credits** = **Closing Balance**

\$ 445,626.71 \$ 554,155.41 \$ 142,206.37 \$ 33,677.67

**Data Feed Used**

BGL Bank Data Service

Date	Description	Debit \$	Credit \$	Ledger Balance \$	Statement Balance \$	Variance \$
01/07/2020	Opening Balance			445,626.71	445,626.71	
03/07/2020	DIVIDEND FROM NAB INTERIM DIV DV211/01181795 [System Matched Income Data]		480.60	446,107.31	446,107.31	
31/07/2020	CREDIT INTEREST PAID		18.89	446,126.20	446,126.20	
31/08/2020	CREDIT INTEREST PAID		18.90	446,145.10		
17/09/2020	DIVIDEND FROM RIO TINTO LTD AUI20/00904929 [System Matched Income Data]		1,129.97	447,275.07	447,275.07	
18/09/2020	Residual Balance Payout FROM WOODSIDE 20RES/00101845		10.68	447,285.75		
18/09/2020	DIVIDEND FROM WOODSIDE INT20/00660710 [System Matched Income Data]		177.61	447,463.36		
18/09/2020	ANZ INTERNET BANKING FUNDS TFER TRANSFER 693032 TO 014209456900656 [ANZ INTERNET BANKING FUNDS TFER TRANSFER 693032 FROM 526279042]	15,000.00		432,463.36	432,463.36	
23/09/2020	TRANSFER FROM ENT PREMIUM 001252605060 Treated as Unfranked Dividend - Retail Entitlement Offer - Retail Premium Payment		16.20	432,479.56	432,479.56	
24/09/2020	DIVIDEND FROM SANTOS LIMITED S00101527808 [System Matched Income Data]		0.44	432,480.00		
24/09/2020	DIVIDEND FROM MEDIBANK DIV SEP20/00803191 [System Matched Income Data]		221.82	432,701.82	432,701.82	
29/09/2020	DIVIDEND FROM COLES GROUP LTD FIN20/00884189 [System Matched Income Data]		102.30	432,804.12	432,804.12	

**Nucifora Super Fund (Qld) Pty Ltd A/T Nucifora Superannuation Fund**  
**Bank Statement Report**

For The Period 01 July 2020 to 30 June 2021

Date	Description	Debit \$	Credit \$	Ledger Balance \$	Statement Balance \$	Variance \$
30/09/2020	DIVIDEND FROM CBA FNL DIV 001249502204 [System Matched Income Data]		2,279.48	435,083.60		
30/09/2020	CREDIT INTEREST PAID		18.06	435,101.66	435,101.66	
01/10/2020	DIVIDEND FROM AMP LIMITED SPE20/01497895 [System Matched Income Data]		352.70	435,454.36		
01/10/2020	DIVIDEND FROM WESFARMERS LTD FIN20/00838521 [System Matched Income Data]		382.85	435,837.21	435,837.21	
07/10/2020	ANZ M-BANKING FUNDS TFER TRANSFER 870990 FROM 526279042 [ANZ M-BANKING FUNDS TFER TRANSFER 870990 TO 014209456900656]	431,155.41		4,681.80	4,681.80	
09/10/2020	Withdrawal from Dividend Reinvestment Plant - Balance Payment FROM RIO TINTO LTD 20DRP/00801090		47.85	4,729.65	4,729.65	
14/10/2020	DIVIDEND FROM BSL FNL DIV 001252508726 [System Matched Income Data]		81.84	4,811.49	4,811.49	
21/10/2020	DIVIDEND FROM SUN FINAL DIV 001250997243 [System Matched Income Data]		249.40	5,060.89	5,060.89	
30/10/2020	CREDIT INTEREST PAID		4.23	5,065.12	5,065.12	
02/11/2020	Certelec Super Contributions to John & Janelle Nucifora Nov 2020		891.54	5,956.66	5,956.66	
06/11/2020	TRANSFER FROM 9194-79897 to Online Saver Account		103,178.37	109,135.03	109,135.03	
08/11/2020	ANZ M-BANKING FUNDS TFER TRANSFER 915148 FROM 526279042 [ANZ M-BANKING FUNDS TFER TRANSFER 915148 TO 014209456900656]	108,000.00		1,135.03		
30/11/2020	BONUS CREDIT INTEREST PAID		0.59	1,135.62		
30/11/2020	CREDIT INTEREST PAID		0.35	1,135.97	1,135.97	
10/12/2020	DIVIDEND FROM NAB FINAL DIV DV212/00670702 [System Matched Income Data]		480.60	1,616.57	1,616.57	
18/12/2020	DIVIDEND FROM WBC DIVIDEND 001254215417 [System Matched Income Data]		1,489.24	3,105.81	3,105.81	
19/01/2021	Lease PAYMENT FROM GARY DOLPHIN BRG4/344.001		4,714.60	7,820.41	7,820.41	



**Nucifora Super Fund (Qld) Pty Ltd A/T Nucifora Superannuation Fund**  
**Bank Statement Report**

For The Period 01 July 2020 to 30 June 2021

Date	Description	Debit \$	Credit \$	Ledger Balance \$	Statement Balance \$	Variance \$
29/01/2021	CREDIT INTEREST PAID		0.11	7,820.52	7,820.52	
16/02/2021	PAYMENT FROM GARY DOLPHIN		3,034.90	10,855.42	10,855.42	
26/02/2021	CREDIT INTEREST PAID		0.34	10,855.76	10,855.76	
11/03/2021	PAYMENT FROM GARY DOLPHIN		3,034.90	13,890.66	13,890.66	
17/03/2021	DIVIDEND FROM TAH ITM DIV 001256691003 [System Matched Income Data]		222.00	14,112.66	14,112.66	
24/03/2021	DIVIDEND FROM WOODSIDE FIN20/00659490 [System Matched Income Data]		74.95	14,187.61	14,187.61	
25/03/2021	DIVIDEND FROM SANTOS LIMITED S00101527808 [System Matched Income Data]		0.95	14,188.56		
25/03/2021	DIVIDEND FROM MEDIBANK DIV MAR21/00803085 [System Matched Income Data]		204.22	14,392.78	14,392.78	
26/03/2021	COLES GROUP LTD IDA21/00800074 Residual Balance Payout		14.52	14,407.30		
26/03/2021	DIVIDEND FROM COLES GROUP LTD INT21/00882853 [System Matched Income Data]		122.76	14,530.06	14,530.06	
30/03/2021	DIVIDEND FROM BSL ITM DIV 001258359540 [System Matched Income Data]		61.38	14,591.44		
30/03/2021	DIVIDEND FROM CBA ITM DIV 001256332333 [System Matched Income Data]		3,489.00	18,080.44	18,080.44	
31/03/2021	DIVIDEND FROM WESFARMERS LTD INT21/00837804 [System Matched Income Data]		354.64	18,435.08		
31/03/2021	CREDIT INTEREST PAID		0.59	18,435.67	18,435.67	
01/04/2021	DIVIDEND FROM SUN INTERIM DIV 001255876917 [System Matched Income Data]		648.44	19,084.11	19,084.11	
13/04/2021	PAYMENT FROM GARY DOLPHIN		3,034.90	22,119.01	22,119.01	
15/04/2021	DIVIDEND FROM RIO TINTO LTD FIN20/00184895 [System Matched Income Data]		2,699.32	24,818.33	24,818.33	
30/04/2021	CREDIT INTEREST PAID		0.91	24,819.24	24,819.24	
18/05/2021	PAYMENT FROM GARY DOLPHIN May Invoice		3,034.90	27,854.14	27,854.14	

**Nucifora Super Fund (Qld) Pty Ltd A/T Nucifora Superannuation Fund**

**Bank Statement Report**

For The Period 01 July 2020 to 30 June 2021

<b>Date</b>	<b>Description</b>	<b>Debit \$</b>	<b>Credit \$</b>	<b>Ledger Balance \$</b>	<b>Statement Balance \$</b>	<b>Variance \$</b>
31/05/2021	CREDIT INTEREST PAID		1.10	27,855.24	27,855.24	
21/06/2021	PAYMENT FROM GARY DOLPHIN		3,034.90	30,890.14	30,890.14	
25/06/2021	DIVIDEND FROM WBC DIVIDEND 001260794307 [System Matched Income Data]		2,786.32	33,676.46	33,676.46	
30/06/2021	CREDIT INTEREST PAID		1.21	33,677.67	33,677.67	
30/06/2021	CLOSING BALANCE			33,677.67	33,677.67	
		<u>554,155.41</u>	<u>142,206.37</u>			

# 62550 - Reinvestment Residual Account

2021 Financial Year

Preparer Sam Greco

Reviewer Sam Greco

Status N/A - Not Applicable

Account Code	Description	CY Balance	LY Balance	Change
COL.AX	Coles Group Limited.		\$14.52	100%
ORG.AX	Origin Energy Limited			0%
RIO.AX	RIO Tinto Limited		\$47.85	100%
WES.AX	Wesfarmers Limited		\$7.47	100%
WPL.AX	Woodside Petroleum Limited		\$10.68	100%
<b>TOTAL</b>		<b>CY Balance</b>	<b>LY Balance</b>	
			\$80.52	

## Supporting Documents

- General Ledger [Report](#)
- Rio Tinto Residual Balance Stmt.pdf [RIO.AX](#)
- WES Dividend Reinvestment Residual Balance.pdf [WES.AX](#)
- Woodside Residual Balance Stmt.pdf [WPL.AX](#)

## Standard Checklist

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

Nucifora Super Fund (Qld) Pty Ltd A/T Nucifora Superannuation Fund

**General Ledger**

As at 30 June 2021

Transaction Date	Description	Units	Debit	Credit	Balance \$
<b>Reinvestment Residual Account (62550)</b>					
<u>Coles Group Limited. (COL.AX)</u>					
01/07/2020	Opening Balance				14.52 DR
26/03/2021	COLES GROUP LTD IDA21/00800074 Residual Balance Payout			14.52	0.00 DR
				<b>14.52</b>	<b>0.00 DR</b>
<u>Origin Energy Limited (ORG.AX)</u>					
02/10/2020	Origin Dividend Reinvestment Plan		1.48		1.48 DR
26/03/2021	Origin Interim Dividend - DRP			1.48	0.00 DR
			<b>1.48</b>	<b>1.48</b>	<b>0.00 DR</b>
<u>RIO Tinto Limited (RIO.AX)</u>					
01/07/2020	Opening Balance				47.85 DR
09/10/2020	Withdrawal from Dividend Reinvestment Plant - Balance Payment FROM RIO TINTO LTD 20DRP/00801090			47.85	0.00 DR
				<b>47.85</b>	<b>0.00 DR</b>
<u>Wesfarmers Limited (WES.AX)</u>					
01/07/2020	Opening Balance				7.47 DR
01/10/2020	Wesfarmers Payment - Dividend Investment Plan - Residual Cash Balance			7.47	0.00 DR
				<b>7.47</b>	<b>0.00 DR</b>
<u>Woodside Petroleum Limited (WPL.AX)</u>					
01/07/2020	Opening Balance				10.68 DR
18/09/2020	Residual Balance Payout FROM WOODSIDE 20RES/00101845			10.68	0.00 DR
				<b>10.68</b>	<b>0.00 DR</b>
<b>Total Debits:</b>			<b>1.48</b>		
<b>Total Credits:</b>				<b>82.00</b>	



RioTinto

Rio Tinto Limited  
ABN 96 004 458 404

000166 000 RIO



NUCIFORA SUPER FUND (QLD) PTY  
LTD  
<NUCIFORA SUPER FUND A/C>  
9 DAWNETA COURT  
WARNER QLD 4500

## Update your information:



### Online:

[www.investorcentre.com/rio](http://www.investorcentre.com/rio)



### By Mail:

Computershare Investor Services Pty Limited  
GPO Box 2975 Melbourne  
Victoria 3001 Australia

## Enquiries:

(within Australia) 1800 813 292  
(international) +61 3 9415 4030

## Holder Identification Number (HIN)

HIN WITHHELD

ASX Code

RIO

Payment Date

9 October 2020

## Dividend reinvestment plan - Residual balance payment advice

Dear shareholder,

We have pleasure in making a payment of the cash balance retained in your Rio Tinto Limited Dividend Reinvestment Plan participant's account.

This balance represents an amount from previous dividend payments that was insufficient for the purchase of one share. It is being paid to you due to your withdrawal from the Plan, disposal of your shareholding in Rio Tinto Limited or changing your shareholding from an Issuer sponsored holding to a CHESS/Broker sponsored holding.

As the payment is the balance of your previous dividend payments **it is not taxable**.

Computershare Investor Services

## Your Payment Instruction

ANZ

BSB: 014-209 Account number: XXXXXX42

Amount Deposited

**AUD\$47.85**

If payment cannot be made to the above instruction, a cheque will be forwarded to your registered address.

**All correspondence to:**  
Computershare Investor Services Pty Limited  
GPO Box 2975 Melbourne  
Victoria 3001 Australia  
Enquiries (within Australia) 1300 558 062  
(outside Australia) +61 3 9415 4631  
Facsimile +61 3 9473 2500  
www.investorcentre.com/contact  
www.computershare.com

**Private and Confidential**

105335 036 WES  
NUCIFORA SUPER FUND (QLD) PTY  
LTD  
<NUCIFORA SUPER FUND A/C>  
9 DAWNETA COURT  
WARNER QLD 4500

1 October 2020

## Dividend Investment Plan - Residual Balance Donation

This advice represents payment of the residual balance held in your dividend investment account, following your withdrawal from the plan, disposal of your shareholding or changing your shareholding from an issuer sponsored to a CHESS/broker sponsored holding.

As the payment is the balance of your previous dividend (insufficient for the purchase of one share) **it is not taxable.**

In accordance with the Wesfarmers Dividend Investment Plan terms and conditions, residual balance payments of A\$15.00 and under are now automatically donated to ShareGift Australia.

As a result we have outlined below details of your Dividend Investment Plan residual balance payment that has been donated to ShareGift Australia.

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Residual Balance*	A\$7.47
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ShareGift Australia thanks you for your residual balance donation received from the Wesfarmers Dividend Investment Plan confirmed below.

### ShareGift Australia Donation

Residual Balance*	A\$7.47
Date of Transaction	1 October 2020

\*Donations of A\$2.00 or more to **ShareGift Australia** are tax deductible in Australia.

Please retain this letter for taxation purposes.



001351 000 WPL



NUCIFORA SUPER FUND (QLD) PTY  
LTD  
<NUCIFORA SUPER FUND A/C>  
9 DAWNETA COURT  
WARNER QLD 4500

### Update Your Information:

[www.investorcentre.com/wpl](http://www.investorcentre.com/wpl)



Computershare Investor Services Pty Limited  
GPO Box 2975 Melbourne  
Victoria 3001 Australia



1300 558 507 (within Australia)  
+61 3 9415 4632 (outside Australia)



### Holder Identification Number (HIN)

HIN WITHHELD

ASX Code	WPL
Payment Date	18 September 2020
Direct Credit Reference No.	101845

## DIVIDEND REINVESTMENT PLAN - RESIDUAL BALANCE PAYOUT

Dear Shareholder/former Shareholder

This advice represents payment of the residual balance held in your Dividend Reinvestment Plan account, following your withdrawal from the Plan or disposal of your Shareholding.

As the dividend to which this payment relates should previously have been included in your assessable income, this payment does not constitute assessable income.

Please contact Computershare on 1300 558 507 (within Australia) or +61 3 9415 4632 (outside Australia) should you have any queries concerning this payment.

### Important Note:

If you require a replacement payment for any of your dividend payments, you may be charged a fee to cover the costs to reissue such payments.

## YOUR PAYMENT INSTRUCTION

ANZ  
BSB: 014-209 Account number: XXXXXXX42

**Amount Deposited**  
**A\$10.68**

If payment cannot be made to the above account, the residual balance payout will be withheld pending receipt of your valid direct credit instructions.

# 64000 - Formation Expenses

2021 Financial Year

Preparer Sam Greco

Reviewer Sam Greco

Status Ready for Review

Account Code	Description	CY Balance	LY Balance	Change
64000	Formation Expenses	\$374.00	\$374.00	0%
<b>TOTAL</b>		<b>CY Balance</b>	<b>LY Balance</b>	
		\$374.00	\$374.00	

## Supporting Documents

- General Ledger [Report](#)

## Standard Checklist

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



Nucifora Super Fund (Qld) Pty Ltd A/T Nucifora Superannuation Fund

# General Ledger

As at 30 June 2021

Transaction Date	Description	Units	Debit	Credit	Balance \$
<b>Formation Expenses (64000)</b>					
<u>Formation Expenses (64000)</u>					
01/07/2020	Opening Balance				374.00 DR
					<b>374.00 DR</b>
<hr/>					
<b>Total Debits:</b>	<b>0.00</b>				
<b>Total Credits:</b>	<b>0.00</b>				

# 68000 - Sundry Debtors

2021 Financial Year

Preparer Sam Greco

Reviewer Sam Greco

Status N/A - Not Applicable

Account Code	Description	CY Balance	LY Balance	Change
68000	Sundry Debtors			0%
<b>TOTAL</b>		<b>CY Balance</b>	<b>LY Balance</b>	

## Supporting Documents

◦ General Ledger [Report](#)

## Standard Checklist

Match to Source Documentation

Nucifora Super Fund (Qld) Pty Ltd A/T Nucifora Superannuation Fund

# General Ledger

As at 30 June 2021

Transaction Date	Description	Units	Debit	Credit	Balance \$
<b>Sundry Debtors (68000)</b>					
<u>Sundry Debtors (68000)</u>					
21/09/2020	Legal Fees TO Smith and Stanton Lawyers - to initiate due diligence searches for purchase of property 4/344 Bilsen Rd Geebung		1,000.00		1,000.00 DR
07/10/2020	EB 14271 TO 418004 Settlement monies re 4/344 Bilsen Road			1,000.00	0.00 DR
07/10/2020	EB 14271 TO 418004 Settlement monies re 4/344 Bilsen Road			743.81	743.81 CR
19/10/2020	ANZ MOBILE BANKING PAYMENT 713530 TO Smith and Stanton Balance of Legal Fees re purchase of 4/344 Bilsen Road		743.81		0.00 DR
			<b>1,743.81</b>	<b>1,743.81</b>	<b>0.00 DR</b>

**Total Debits: 1,743.81**

**Total Credits: 1,743.81**

# 77250 - Real Estate Properties (Australian - Non Residential)

2021 Financial Year

Preparer Sam Greco

Reviewer Sam Greco

Status Ready for Review

Account Code	Description	CY Units	CY Balance	LY Units	LY Balance	Change
4 /344Geebung	4/344 Bilsen Road, Geebung QLD, Australia	1.000000	\$408,019.43			100%
<b>TOTAL</b>		<b>CY Units</b>	<b>CY Balance</b>	<b>LY Units</b>	<b>LY Balance</b>	
		1.000000	\$408,019.43			

## Supporting Documents

- Investment Movement Report [Report](#)
- Deposit paid on property purchase.pdf [4/344Geebung](#)
- Settlement Statement U4 344 Bilsen Rd Geebung.pdf [4/344Geebung](#)
- Legals.pdf [4/344Geebung](#)
- Disclosure Statement & Contract U4 344 Bilsen Rd Geebung.pdf [4/344Geebung](#)

## Standard Checklist

- Attach copies of Purchase or Sale contracts if property was purchased or disposed of during the year
- Attach copy of current certificate of title
- Attach current building insurance policy
- Attach Declaration of Trust
- Ensure all Investments are valued correctly at June 30
- Ensure the investment is in accordance with the Fund's investment strategy
- Ensure the investment is in accordance with the SIS Act

Nucifora Super Fund (Qld) Pty Ltd A/T Nucifora Superannuation Fund

# Investment Movement Report

As at 30 June 2021

Investment	Opening Balance		Additions		Disposals			Closing Balance		
	Units	Cost	Units	Cost	Units	Cost	Accounting Profit/(Loss)	Units	Cost	Market Value
<b>Bank Accounts</b>										
ANZ Business Online Saver		445,626.71		142,206.37		(554,155.41)			33,677.67	33,677.67
ANZ Business Premium Saver		3,583.72		647,636.50		(474,145.23)			177,074.99	177,074.99
		<b>449,210.43</b>		<b>789,842.87</b>		<b>(1,028,300.64)</b>			<b>210,752.66</b>	<b>210,752.66</b>
<b>Term Deposits</b>										
Term Deposit 79897		102,056.70		1,121.67		(103,178.37)			0.00	0.00
		<b>102,056.70</b>		<b>1,121.67</b>		<b>(103,178.37)</b>			<b>0.00</b>	<b>0.00</b>
<b>Real Estate Properties (Australian - Non Residential)</b>										
4/344Geebung - 4/344 Bilsen Road, Geebung QLD, Australia			1.00	423,019.43		(15,000.00)	0.00	1.00	408,019.43	390,000.00
				<b>423,019.43</b>		<b>(15,000.00)</b>	<b>0.00</b>		<b>408,019.43</b>	<b>390,000.00</b>
<b>Shares in Listed Companies (Australian)</b>										
AMP.AX - AMP Limited	3,527.00	21,820.63						3,527.00	21,820.63	3,967.88
BSL.AX - Bluescope Steel Limited	1,023.00	20,436.96						1,023.00	20,436.96	22,465.08
COL.AX - Coles Group Limited.	372.00	4,034.58						372.00	4,034.58	6,357.48
CBA.AX - Commonwealth Bank Of Australia.	2,326.00	127,944.70						2,326.00	127,944.70	232,297.62

Nucifora Super Fund (Qld) Pty Ltd A/T Nucifora Superannuation Fund

# Investment Movement Report

As at 30 June 2021

Investment	Opening Balance		Additions		Disposals			Closing Balance		
	Units	Cost	Units	Cost	Units	Cost	Accounting Profit/(Loss)	Units	Cost	Market Value
ERA.AX - Energy Resources Of Australia Limited	2,715.00	22,965.27						2,715.00	22,965.27	705.90
MPL.AX - Medibank Private Limited	3,521.00	7,042.00						3,521.00	7,042.00	11,126.36
NAB.AX - National Australia Bank Limited	1,602.00	47,352.04						1,602.00	47,352.04	42,004.44
ORG.AX - Origin Energy Limited	2,030.00	28,835.33	100.00	462.25				2,130.00	29,297.58	9,606.30
RIO.AX - RIO Tinto Limited	522.00	35,776.67						522.00	35,776.67	66,106.08
STO.AX - Santos Limited	15.00	192.94						15.00	192.94	106.35
SUN.AX - Suncorp Group Limited	2,494.00	34,578.66						2,494.00	34,578.66	27,708.34
SDL.AX - Sundance Resources Limited	138,000.00	80,920.44			(138,000.00)	(80,920.44)	(80,920.44)		0.00	
TAH.AX - Tabcorp Holdings Limited	2,960.00	8,713.45						2,960.00	8,713.45	15,332.80
TAHRA.AX - Tabcorp Holdings Limited			270.00		(270.00)	0.00	16.20		0.00	
TLS.AX - Telstra Corporation Limited.	550.00	2,387.00	29.00	86.75				579.00	2,473.75	2,177.04
WES.AX - Wesfarmers Limited	403.00	11,027.95						403.00	11,027.95	23,817.30



Nucifora Super Fund (Qld) Pty Ltd A/T Nucifora Superannuation Fund

# Investment Movement Report

As at 30 June 2021

Investment	Opening Balance		Additions		Disposals			Closing Balance		
	Units	Cost	Units	Cost	Units	Cost	Accounting Profit/(Loss)	Units	Cost	Market Value
WBC.AX - Westpac Banking Corporation	4,804.00	119,279.62						4,804.00	119,279.62	123,991.24
WPL.AX - Woodside Petroleum Limited	490.00	21,129.92						490.00	21,129.92	10,882.90
		<b>594,438.16</b>		<b>549.00</b>		<b>(80,920.44)</b>	<b>(80,904.24)</b>		<b>514,066.72</b>	<b>598,653.11</b>
<b>Shares in Listed Companies (Overseas)</b>										
VUK.AX - Virgin Money Uk Plc	373.00	1,495.73						373.00	1,495.73	1,372.64
		<b>1,495.73</b>							<b>1,495.73</b>	<b>1,372.64</b>
	<b>1,147,201.02</b>		<b>1,214,532.97</b>		<b>(1,227,399.45)</b>		<b>(80,904.24)</b>	<b>1,134,334.54</b>		<b>1,200,778.41</b>

**Louise Barlow**

---

**From:** Lyn Cusick <lcusick@rhcommercial.com>  
**Sent:** Monday, 21 September 2020 9:40 AM  
**To:** j.nucifora@optusnet.com.au  
**Cc:** Jack Hawkes  
**Subject:** Receipt

Hello

Please find below the receipt for your payment.

## Trust Account Receipt

Agents Financial Administration Act 2014 Trust Account Receipt

### **Tonetwo Pty Ltd t/as Raine & Horne Commercial Brisbane North**

Licensee: Trent Bruce

6/87 Webster Road, Stafford Qld 4053

PO Box 166, Kedron Qld 4031

P 07 3352 8900

F 07 3352 8999

E info@rhcommercial.com

ABN: 99 125

---

Receipt# 504

Trans Date: 18/  
Added: 21/

Received from: Nucifora Super Fund (QLD) Pty Ltd ATF Nucifora Superannuation Fund

Owner: Esposito Property Holdings (QLD) Pty Ltd

Property: 4/344 Bilsen Road GEEBUNG

Details: Deposit: Deposit for purchase of property

Total Received: \$10000.00

Payment Method EFT/BPay/CCard

Receipted By: Lyn Cusick

Sign:



# SETTLEMENT STATEMENT

**MATTER:** Nucifora Super Fund (QLD) Pty Ltd from Esposito Property Holdings (QLD) Pty Ltd  
**PROPERTY:** Unit 4, 344 Bilsen Road, Geebung QLD 4034  
**SETTLEMENT DATE:** 09 October 2020  
**ADJUSTMENT DATE:** 09 October 2020  
**SETTLEMENT TIME:** TBA

	Amount (\$)
CONTRACT PRICE	390,000.00
LESS DEPOSIT	15,000.00
	375,000.00
<b>PLUS COUNCIL RATES</b>	
\$666.90 paid for the quarter 01 October 2020 to 31 December 2020 Proportion being 83/92 days	601.66
	375,601.66
<b>LESS WATER USAGE</b>	
Daily average based on search meter reading (30/09/2020) of 59,000 litres less last billed reading (18/09/2020) of 59,000 litres = 0 litres over 12 days = 0.000kL per day 18/09/2020 - 09/10/2020 = 21 days at 0.000kL per day = 0.000kL Adjusted over 92 day consumption period = 0.000kL Calculated using Brisbane City Council schedule = \$0.00 Estimate to adjustment date \$0.00 x 21 / 92 days	0.00
	375,601.66
<b>LESS WATER &amp; SEWERAGE ACCESS FEE</b>	
\$200.49 unpaid for the quarter 01 October 2020 to 31 December 2020 Proportion being 9/92 days	19.61
	375,582.05
<b>PLUS ADMINISTRATION LEVY</b>	
\$499.70 paid for the period 01 September 2020 to 30 November 2020 Proportion being 52/91 days	285.54
	375,867.59
<b>PLUS SINKING FUND</b>	
\$150.26 paid for the period 01 September 2020 to 30 November 2020 Proportion being 52/91 days	85.86
	375,953.45
<b>PLUS GOODS AND SERVICES TAX (GST)</b>	
Calculated on the adjusted purchase price (\$390,953.45 x 10%)	39,095.35
<b>BALANCE ON SETTLEMENT</b>	<b>\$415,048.80</b>

Payee	Amount (\$)
1. Queensland Urban Utilities	59.27
2. Body Corporate for Bilsen Workstores CTS 49732	674.16
3. Sciacca & Associates	1,075.00
4. Esposito Family Superannuation Fund	413,240.37
<b>TOTAL</b>	<b>\$415,048.80</b>

## TAX INVOICE

Name: Esposito Property Holdings (QLD) Pty Ltd as trustee for EPT No. 1 as trustee  
for Esposito Investments (QLD) Pty Ltd as trustee for Esposito Family  
Superannuation Fund  
ABN: 571 535 604 32  
Address: 4 Midler Place, McDowall QLD 4053

Date: 9 October 2020

To: Nucifora Super Fund (QLD) Pty Ltd A.C.N. 606 197 737 as trustee for  
Nucifora Superannuation Fund  
9 Dawneta Court  
WARNER QLD 4500

Description of Supply	Amount	GST
Sale Price of 4/344 Bilsen Road, Geebung QLD 4034	\$390,000.00	\$39,000.00
Adjustments on Sale	\$953.45	\$95.35
<b>Subtotal =</b>	<b>\$390,953.45</b>	<b>\$39,095.35</b>
<b>TOTAL AMOUNT PAYABLE</b>		<b>\$430,048.80</b>

# SMITH & STANTON

LAWYERS  
ABN 77 155 257 293

Our ref: LAW:ADH:2010778

Office Use Only  
BN 19792

15 October 2020

## TAX INVOICE

To: The Directors  
Nucifora Super Fund (QLD) Pty Ltd  
By email: j.nucifora@optusnet.com.au

RE: **YOUR PURCHASE FROM ESPOSITO PROPERTY HOLDINGS (QLD) PTY TLD AS TRUSTEE**  
**PROPERTY: 4 / 344 BILSEN ROAD, GEEBUNG**

### Fees

Our professional fees for conveyance	\$1,800.00	✓
GST	\$ 180.00	✓
E-Lodgement fee	\$ 30.00	
GST	\$ 3.00	
Expenses - telephone, postage, stationery, emails, & photocopying	\$ 95.00	✓
GST	\$ 9.50	✓

### Disbursements

• Search Fees (incl. \$52.31 GST)	\$1,126.91	✓
• Settlement agent fees (incl. 4.18)	\$ 46.00	✓
• Titles Office registration fees	\$1,120.00	✓

<b>Sub-Total</b>	<b>\$4,410.41</b>
<b>Less Funds in Trust</b>	<b>\$3,666.61</b>
<b>TOTAL AMOUNT DUE</b>	<b>\$ 743.81</b>

With Compliments,

  
**SMITH & STANTON**  
**LAWYERS**

*Pd 19/10/20  
RN 713530*

### PAYMENT DUE WITHIN 7 DAYS OF INVOICE DATE

Payment can be made by electronic transfer or deposit –  
Bank of Queensland Aspley  
Smith & Stanton Trust Account  
BSB 124001 Account No. 217 746 71  
**Please quote Reference No: LAW2010778**

1. Unless you advise otherwise, payment of this account will constitute your authority to destroy the file relating to this matter 6 years after it is completed. Documents held in safe custody (such as wills etc) will not be destroyed.
2. If you dispute our legal costs you may contact us to discuss your concerns, request an itemised bill, apply to have our cost agreement set aside, or apply for a cost assessment within 12 months of receiving this invoice.
3. In the event of any dispute arising, we reserve the right to change this and any prior or subsequent accounts and to replace them at any time with a fully itemised account.

# Raine & Horne. Commercial

6/87 Webster Road, STAFFORD, QLD, 4053  
(PO Box 166, KEDRON, QLD, 4031)  
Phone (07) 3352 8900  
Fax (07) 3352 8999

# TAX INVOICE

TONETWO PTY LTD  
A.B.N.: 99 125 932 578

## Tax Invoice To:

Nucifora Super Fund (QLD) Pty Ltd  
ATF Nucifora Superannuation Fund  
9 Downeta Ct

Invoice #: 00011856

Date: 16/10/2020

WARNER Q 4500

TERMS 7 Days

DESCRIPTION	AMOUNT
Property: 4/344 Bilsen Road, Geebung	\$5,461.50
Commission for lease of property to Dolphin Motors Pty Ltd 15% of first years gross lease of \$27,000 net + \$6,100 o/g = \$4,965 + GST	
Administration Fee per PO Form 6 \$100 + GST	\$110.00

PLEASE MAKE CHEQUE PAYABLE TO  
RAINE & HORNE COMMERCIAL  
BRISBANE NORTH

GST: \$506.50

Payments/Credits: \$5,571.50

**Balance Due: \$0.00**

**Please return this portion with your payment.**

Nucifora Super Fund (QLD) Pty Ltd  
ATF Nucifora Superannuation Fund  
9 Downeta Ct

Invoice #: 00011856

**Balance Due: \$0.00**

Amount

\$

EFT DETAILS  
Bank of Qld  
BSB: 124021 Account: 20508715

PLEASE INCLUDE INVOICE NUMBER ON DEPOSIT DETAILS

WE ACCEPT CREDIT CARD PAYMENTS  
for Visa, Mastercard and AMEX

Please note, Visa & Mastercard payment attract 2% surcharge and  
AMEX payments attract 2.75% surcharge

Please call 07 3352 8900 to arrange your payment



# Disclosure Statement

*Body Corporate and Community Management Act 1997 Section 206*

## BODY CORPORATE

Body Corporate for: Bilsen Workstores Community Titles Scheme: 49732  
 Lot No: 4 on:  BUP  GTP  SP 283363  
 ADDRESS: 4/344 Bilsen Road,  
 SUBURB: GEEBUNG STATE: QLD POSTCODE: 4034

## PRESCRIBED INFORMATION

### SECRETARY OF BODY CORPORATE

NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_  
 PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

### BODY CORPORATE MANAGER

NAME: \_\_\_\_\_  
Strata Management Group Pty Ltd  
 ADDRESS: 51 Ballow Street,  
 SUBURB: FORTITUDE VALLEY STATE: QLD POSTCODE: 4006  
 PHONE: 07 3267 1888

### BODY CORPORATE COMMITTEE

← Do not complete if there is no Committee for the Body Corporate

Is there a Committee for the Body Corporate?  Yes  No  
 If there is a committee, is the Body Corporate Manager engaged to perform the functions of the Committee?  Yes  No

### ANNUAL CONTRIBUTIONS AND LEVIES

Amount of annual contributions currently fixed by the Body Corporate as payable by the owner of the lot:  
 Administrative Fund: \$ 1,882.60 each year by instalments in:  advance  arrears  
 on the First day of each Quarter  
 Sinking Fund: \$ 589.44 each year by instalments in:  advance  arrears  
 on the First day of each Quarter  
 Other: \_\_\_\_\_

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

000015290473

**IMPROVEMENTS ON COMMON PROPERTY FOR WHICH BUYER WILL BE RESPONSIBLE** (insert details)

Nil.

**BODY CORPORATE ASSETS REQUIRED TO BE RECORDED ON REGISTER** (insert details)

There are no assets required to be recorded in the scheme's Asset Register.

**INFORMATION PRESCRIBED UNDER REGULATION MODULE** (insert details)

**SIGNATURES**

Seller:

\_\_\_\_\_



3B429384B0A4CB79

Date: 10/09/2020

Witness:

\_\_\_\_\_  
Not required if this form is signed electronically

Seller:

\_\_\_\_\_

Witness:

\_\_\_\_\_  
Not required if this form is signed electronically

Date:

Seller:

\_\_\_\_\_

Witness:

\_\_\_\_\_  
Not required if this form is signed electronically

Date:

Seller:

\_\_\_\_\_

Witness:

\_\_\_\_\_  
Not required if this form is signed electronically

Date:

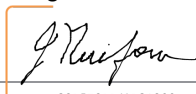
**BUYER'S ACKNOWLEDGMENT**

The Buyer:

- (a) Consents to this Disclosure Statement being given by electronic means and to the Seller signing the Disclosure Statement using an Electronic Signature; and
- (b) Acknowledges having received and read this statement before entering into the contract.

Buyer:

\_\_\_\_\_



38A5E8AA41D3C299

Date: 16/09/2020

Witness:

\_\_\_\_\_  
Not required if this form is signed electronically

Buyer:

\_\_\_\_\_

Witness:

\_\_\_\_\_  
Not required if this form is signed electronically

Date:

Buyer:

\_\_\_\_\_

Witness:

\_\_\_\_\_  
Not required if this form is signed electronically

Date:

Buyer:

\_\_\_\_\_

Witness:

\_\_\_\_\_  
Not required if this form is signed electronically

Date:

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

000015290473

Contract for Commercial Lots in a Community Titles Scheme

Seventh Edition

This document has been approved by The Real Estate Institute of Queensland Limited and the Queensland Law Society Incorporated as being suitable for the sale and purchase of Commercial Lots in a Community Titles Scheme in Queensland.

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

REFERENCE SCHEDULE

Contract Date: 18/09/2020

AGENT

NAME: RAINE & HORNE COMMERCIAL BRISBANE NORTH

LICENCE NO: 3202041 ABN/ACN: 99 125 932 578

ADDRESS: PO BOX 166,

SUBURB: KEDRON STATE: QLD POSTCODE: 4031

PHONE: 07 3352 8900 MOBILE: FAX: 07 3352 8999 EMAIL: INFO@RHCOMMERCIAL.COM

PARTIES

SELLER

NAME: Esposito Property Holdings (QLD) Pty Ltd A.C.N. 608 039 372 Trustee Under Instrument 717914392

ADDRESS:

SUBURB: PHONE: MOBILE: FAX: EMAIL: ABN:

NAME:

ADDRESS:

SUBURB: PHONE: MOBILE: FAX: EMAIL: ABN:

SELLER'S SOLICITOR

← or any other Solicitor notified to the Buyer

NAME:

REF: CONTACT:

ADDRESS:

SUBURB: PHONE: MOBILE: FAX: EMAIL: STATE: POSTCODE:

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

000015385088

**BUYER**

NAME:  
Nucifora Super Fund (QLD) Pty Ltd ATF Nucifora Superannuation Fund

ADDRESS:

SUBURB: STATE: POSTCODE:  
PHONE: MOBILE: FAX: EMAIL: ABN:

NAME:

ADDRESS:

SUBURB: STATE: POSTCODE:  
PHONE: MOBILE: FAX: EMAIL: ABN:

**BUYER'S SOLICITOR**

← or any other Solicitor notified to the Seller

NAME:  
Smith & Stanton Lawyers

REF: CONTACT:

ADDRESS: PO Box 41,

SUBURB: ASPLEY STATE: QLD POSTCODE: 4034  
PHONE: 07 3263 4244 MOBILE: FAX: 07 3263 1138 EMAIL: wood@smithstanton.com.au

**PROPERTY**

Lot Address: 4/344 Bilsen Road,

Suburb: GEEBUNG STATE: QLD POSTCODE: 4034

Description: Lot: 4 on:  BUP  GTP  SP 283363

Scheme: Bilsen Workstores Community Titles Scheme: 49732

Title Reference: 51083113

Local Government: Brisbane City Council

Present Use: Industrial

Excluded Fixtures:

Included Chattels:

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

000015385088

**PRICE**

Purchase Price: \$ 390,000.00 + GST

Deposit: \$ 15,000.00 Initial Deposit payable on the day the Buyer signs this contract unless another time is specified below:  
Two (2) business days from the date of this Contract  
\$ Balance Deposit (if any) payable on:

Deposit Holder: Tonetwo Pty Ltd T/As Raine & Horne Commercial Sales Trust Account

Deposit Holder's Trust Account BANK: BOQ  
BSB: 124-021  
ACCOUNT NO: 20508727

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

**FINANCE**

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

Financier: N/A Finance Date: N/A

**BUILDING AND/OR PEST INSPECTION DATE**

Inspection Date: 10 Days from the date of this Contract ← If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 4 does not apply.

**MATTERS AFFECTING PROPERTY**

**Title Encumbrances:**

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

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

**ADDITIONAL BODY CORPORATE INFORMATION**

Interest Schedule Lot Entitlement of Lot: 295

Aggregate Interest Schedule Lot Entitlement: 4674

Contribution Schedule Lot Entitlement of Lot: 295

Aggregate Contribution Schedule Lot Entitlement: 4674

**INSURANCE POLICIES**

Insurer: Allianz Australia Policy No: TBACTS49732

Building: \$5,173,264

Public Liability: \$20,000,000

Other: Building Catastrophe \$1,551,979, Common Area Contents \$51,773, Fidelity Guarantee \$100,000, Government Audit Costs \$25,000, Government Audit Costs - Appeal Expenses \$100,000, Government Audit Costs - Legal Defense Expenses \$50,000, Loss of Rent \$775,990, Lot Owners Fixtures and Improvements \$300,000, Office Bearers Liability Insurance \$1,000,000, Voluntary Workers Insurance \$200,000/\$2,000.

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

000015385088

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

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

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

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

## GST TABLE

### GOODS AND SERVICES TAX - WARNING

**Marking the GST Items in the GST Table may have significant consequences for the Seller and Buyer. The Seller and Buyer should seek professional advice about the completion of the GST Items and not rely on the Agent to complete the GST items.**

Notes to Completion:

- A. Only 1 box in the selected item must be marked.
- B. If the Yes box in item GST 1 is marked:
- items GST2 and GST3 must not be marked;
  - despite any markings of items GST2 and GST3, clauses 11.4, 11.5 and 11.6 do not apply.
- C. If the Yes box in item GST2 is marked:
- item GST1 and GST3 must not be marked;
  - despite any marking of items GST1 and GST3, clauses 11.4, 11.5 and 11.7 do not apply.

## GST1 GOING CONCERN

**WARNING:** There are strict requirements for the sale of a Going Concern under the GST Act. If in doubt about complying with those provisions, seek professional advice before marking this item.

Is this a sale of a Going Concern?

Yes

If Yes, clause 11.7 (If the Supply is a Going Concern) applies.

Otherwise clause 11.7 (If the Supply is a Going Concern) does not apply.

If the Yes box is marked, do not complete items GST2 and GST3.

## GST2 MARGIN SCHEME

Is the Margin Scheme to apply to the sale of the Property?

Yes

If Yes, clause 11.6 (Margin Scheme) applies.

Otherwise clause 11.6 (Margin Scheme) does not apply.

The Seller must not apply the Margin Scheme to the Supply of the Property if clause 11.6 does not apply.

If the Yes box is marked, do not complete items GST1 and GST3.

## GST3 INCLUSIVE OR EXCLUSIVE PURCHASE PRICE

(Do not complete item GST3 if the item GST1 (Going Concern) or item GST2 (Margin Scheme) are marked Yes.)

Does the Purchase Price include GST?

**Mark 1 box only**

Yes

If Yes, clause 11.4 (Purchase Price Includes GST) applies.

No

If No, clause 11.5 (Purchase Price Does Not Include GST) applies.

If neither box is marked or both boxes are marked, clause 11.4 (Purchase Price Includes GST) applies.

## GST WITHHOLDING OBLIGATIONS

### Buyer Warranty

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

(select whichever is applicable)

Yes

No

[Note: If the Buyer selects [No] the Seller may be required to give a notice under section 14-255 of the Withholding Law prior to settlement.]

← **WARNING:** the Buyer warrants in clause 2.4 (6) that this information is true and correct.

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

000015385088



**COMMERCIAL TENANCY SCHEDULE\***

*\*Attach further Schedule if insufficient space.*

**LEASE 1**

Name of Tenant: \_\_\_\_\_

Use: \_\_\_\_\_ Location/Tenancy No: \_\_\_\_\_

Area of Tenancy (m<sup>2</sup>approx): \_\_\_\_\_ Current Rent per Annum: \$ \_\_\_\_\_  
 inclusive of outgoings  exclusive of outgoings

Current Commencement Date: \_\_\_\_\_ Current Term: \_\_\_\_\_

Remaining Option/s: Option 1 Term: \_\_\_\_\_ years

Option 2 Term: \_\_\_\_\_ years

Option 3 Term: \_\_\_\_\_ years

Tenant Car Park: No: \_\_\_\_\_ Rate \$ \_\_\_\_\_ per  annum  month

**LEASE 2**

Name of Tenant: \_\_\_\_\_

Use: \_\_\_\_\_ Location/Tenancy No: \_\_\_\_\_

Area of Tenancy (m<sup>2</sup>approx): \_\_\_\_\_ Current Rent per Annum: \$ \_\_\_\_\_  
 inclusive of outgoings  exclusive of outgoings

Current Commencement Date: \_\_\_\_\_ Current Term: \_\_\_\_\_

Remaining Option/s: Option 1 Term: \_\_\_\_\_ years:

Option 2 Term: \_\_\_\_\_ years:

Option 3 Term: \_\_\_\_\_ years:

Tenant Car Park: No: \_\_\_\_\_ Rate \$ \_\_\_\_\_ per  annum  month

**SERVICE AGREEMENT SCHEDULE\***

*\* Attach further Schedule if insufficient space.*

**CONTRACT 1**

Contractor: \_\_\_\_\_

Service performed: \_\_\_\_\_

Cost: \$ \_\_\_\_\_ per  annum  quarter  month

**CONTRACT 2**

Contractor: \_\_\_\_\_

Service performed: \_\_\_\_\_

Cost: \$ \_\_\_\_\_ per  annum  quarter  month

**CONTRACT 3**

Contractor: \_\_\_\_\_

Service performed: \_\_\_\_\_

Cost: \$ \_\_\_\_\_ per  annum  quarter  month

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

000015385088

**SELLER'S DISCLOSURE**

**WARNING:** The Seller is taken to have knowledge of significant Body Corporate matters that may affect the Buyer, where the Seller ought reasonably to be aware of those matters.

[Section 223(4) Body Corporate and Community Management Act 1997]

The Seller gives notice to the Buyer of the following matters:

**(a) LATENT OR PATENT DEFECTS IN COMMON PROPERTY OR BODY CORPORATE ASSETS**

[Empty disclosure box for latent or patent defects]

[Sections 223(2)(a) and 223(2)(b) Body Corporate and Community Management Act 1997] Annex details of disclosure made by the Seller (if any).

**(b) ACTUAL CONTINGENT OR EXPECTED LIABILITIES OF BODY CORPORATE**

[Empty disclosure box for actual contingent or expected liabilities]

[Sections 223(2)(c) and 223(2)(d) Body Corporate and Community Management Act 1997]. Annex details of disclosure made by the Seller (if any).

**(c) CIRCUMSTANCES IN RELATION TO AFFAIRS OF THE BODY CORPORATE**

[Empty disclosure box for circumstances in relation to affairs of the body corporate]

[Sections 223(3) Body Corporate and Community Management Act 1997]. Annex details of disclosure made by the Seller (if any).

**(d) EXCEPTIONS TO STATEMENTS IN CLAUSE 7.4(2)**

[Empty disclosure box for exceptions to statements in clause 7.4(2)]

Annex details of disclosure made by the Seller (if any).

**(e) PROPOSED BODY CORPORATE RESOLUTIONS (CLAUSE 8.4)**

[Empty disclosure box for proposed body corporate resolutions]

Annex details of disclosure made by the Seller (if any).

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

000015385088

The REIQ Terms of Contract for Commercial Lots in a Community Titles Scheme (Pages 8-20)  
Seventh Edition Contain the Terms of this Contract

**SPECIAL CONDITIONS**

1. DUE DILIGENCE

- a. This Contract is subject to the Buyer carrying out due diligence investigations (the investigations) with respect to the Property and all matters relating to it as the Buyer shall in its discretion determine.
- b. The Seller will permit the Buyer, and its representatives, and employees, access to the Property and all records relating to it at all reasonable times to carry out the investigations.
- c. The Buyer must notify the Seller within Fourteen (14) days from the Contract Date whether or not the Buyer is satisfied with the investigations. If the results of any of the investigations are not satisfactory to the Buyer, the Buyer may elect to terminate this Contract by giving written notice to the Seller. If the Contract is terminated, all deposit moneys paid by the Buyer shall be refunded in full to the Buyer.

**SETTLEMENT**

**Settlement Date:** 21 Days from the date of this Contract

*Or the next Business Day if that is not a Business Day in the Place for Settlement.*

**Place for Settlement:** Brisbane

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

**SIGNATURES**

**Seller:** \_\_\_\_\_  \_\_\_\_\_ **Witness:** \_\_\_\_\_  
EA8E61D30D92BC2B

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

**Buyer:** \_\_\_\_\_  \_\_\_\_\_ **Witness:** \_\_\_\_\_  
38A5E8AA41D3C299

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

**Deposit Holder:** \_\_\_\_\_  
*Who acknowledges having received the Initial Deposit and agrees to hold that amount and any Balance Deposit when received as Deposit Holder for the parties as provided in the Contract.*

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

000015385088

# TERMS OF CONTRACT

## For Commercial Lots in a Community Titles Scheme

### 1. DEFINITIONS

#### 1.1 In this Contract:

- (1) terms in **bold** in the Reference Schedule and the Disclosure Statement have the meanings shown opposite them unless the context requires otherwise; and
- (a) "**ATO**" means the Australian Taxation Office;
- (b) "**ATO Clearance Certificate**" means a certificate issued under section 14-220(1) of the Withholding Law which is current on the date it is given to the Buyer;
- (c) "**Balance Purchase Price**" means the Purchase Price, less the Deposit paid by the Buyer, adjusted under clause 2.5;
- (d) "**Bank**" means an authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth);
- (e) "**Body Corporate**" means the body corporate of the Scheme;
- (f) "**Body Corporate Debt**" has the meaning in the Regulation Module but excludes the Body Corporate Levies for the period which includes the Settlement Date;
- (g) "**Body Corporate Levies**" means regular periodic contributions levied on the owner of the Lot (including, if applicable, levied under an exclusive use by-law) excluding any Special Contribution;
- (h) "**Bond**" includes any security for payment of Rent or other monies or performance of any obligation pursuant to any Lease;
- (i) "**Building**" means any building that forms part of the Lot or in which the Lot is situated;
- (j) "**Business Day**" means a day other than:
- (i) a Saturday or Sunday;
- (ii) a public holiday in the Place for Settlement; and
- (iii) a day in the period 27 to 31 December (inclusive);
- (k) "**CGT Withholding Amount**" means the amount determined under section 14-200(3)(a) of the Withholding Law or, if a copy is provided to the Buyer prior to settlement, a lesser amount specified in a variation notice under section 14-235.
- (l) "**Commercial Tenancies**" means the tenancies referred to in the Commercial Tenancies Schedule and any additional tenancies granted by the Seller with the Buyer's consent under clause 10.6(1)(a);
- (m) "**Commercial Tenancy Documents**" means all agreements, deeds of covenant and other documents relating to the Commercial Tenancies;
- (n) "**Contractor Date**" or "**Date of Contract**" means the date inserted in the Reference Schedule.
- (o) "**Contractor**" means any party performing services under a Service Agreement;
- (p) "**Court**" includes any tribunal established under statute;
- (q) "**Disclosure Statement**" means the statement under section 206 (existing lot) or section 213 (proposed lot) of the *Body Corporate and Community Management Act 1997*;
- (r) "**Electronic Signature**" means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
- (s) "**Encumbrances**" includes:
- (i) unregistered encumbrances
- (ii) statutory encumbrances; and
- (iii) Security Interests.
- (t) "**Essential Term**" includes, in the case of breach by:
- (i) the Buyer: clauses 2.1, 2.4(1), 2.4(5), 5.1 and 6.1; and
- (ii) the Seller: clauses 2.4(5), 5.1, 5.3(1)(a) - (d), 5.3(1)(e)(ii) & (iii), 5.7 and 6.1;
- but nothing in this definition precludes a Court from finding other terms to be essential;
- (u) "**Exclusive Use Areas**" means parts of the common property for the Scheme allocated to the Lot under an exclusive use by-law;
- (v) "**Financial Institution**" means a Bank, building society or credit union;
- (w) "**GST**" means the goods and services tax under the GST Act;
- (x) "**GST Act**" means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and includes other GST related legislation;
- (y) "**GST Withholding Amount**" means the amount (if any) determined under section 14-250 of the Withholding Law required to be paid to the Commissioner of Taxation;
- (z) "**Improvements**" means fixed structures in the Lot (such as stoves, hot water systems, fixed carpets, curtains, blinds and their fittings, clothes lines, fixed satellite dishes and television antennae, in-ground plants) but does not include the Reserved Items;
- (aa) "**ITAA**" means the *Income Tax Assessment Act 1936* (Cth) ("**1936 Act**") and the *Income Tax Assessment Act 1997* (Cth) ("**1997 Act**"), or if a specific provision is referred to, the Act which contains the provision; however if a specific provision of the 1936 Act is referred to which has been replaced by a provision of the 1997 Act, the reference must be taken to be to the replacement provision;
- (bb) "**Keys**" means keys, codes or devices in the Seller's possession or control for all locks or security systems on the Property or necessary to access the Property;
- (cc) "**Land**" means the scheme land for the Scheme;
- (dd) "**Outgoings**" means:
- (i) rates or charges on the Lot by any competent authority (for example, council rates, water rates, fire service levies);
- (ii) land tax; and
- (iii) Body Corporate Levies;
- (ee) "**PPSR**" means the Personal Property Securities Register established under the *Personal Property Securities Act 2009* (Cth);
- (ff) "**Property**" means:
- (i) the Lot;
- (ii) the right to any Exclusive Use Areas;
- (iii) the Improvements;
- (iv) the Included Chattels;

- (gg) "**Regulation Module**" means the regulation module for the Scheme;
- (hh) "**Rent**" means any periodic amount, including outgoing, payable under the Tenancies;
- (ii) "**Reserved Items**" means the Excluded Fixtures and all chattels in the Lot and Exclusive Use Areas other than the Included Chattels;
- (jj) "**Scheme**" means the community titles scheme containing the Lot;
- (kk) "**Security Interests**" means all security interests registered on the PPSR over Included Chattels and Improvements;
- (ll) "**Service Agreement**" means any agreement between the Seller and another party in connection with services performed for the benefit of the Property and set out in the Service Agreement Schedule;
- (mm) "**Service Agreement Documents**" means the Service Agreements and all other documents relating to the Service Agreements;
- (nn) "**Site Value**" means:
  - (i) in the case of non-rural land, site value under the *Land Valuation Act 2010*; or
  - (ii) in the case of rural land, the unimproved value of the land under the *Land Valuation Act 2010*;
- (oo) "**Special Contribution**" means an amount: levied by the Body Corporate under the Regulation Module for a liability for which no provision or inadequate provision has been made in the budget of the Body Corporate;
- (pp) "**Tenant**" means a Tenant under the Commercial Tenancies;
- (qq) "**Transfer Documents**" means:
  - (i) the form of transfer under the *Land Title Act 1994* required to transfer title in the Lot to the Buyer; and
  - (ii) any other document to be signed by the Seller necessary for stamping or registering the transfer;
- (rr) "**Transport Infrastructure**" has the meaning defined in the *Transport Infrastructure Act 1994*; and
- (ss) "**Withholding Law**" means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

1.2 Words and phrases defined in the *Body Corporate and Community Management Act 1997* have the same meaning in this contract unless the context indicates otherwise.

## 2. PURCHASE PRICE

### 2.1 Deposit

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

### 2.2 Investment of Deposit

- (1) If:
  - (a) the Deposit Holder is instructed by either the Seller or the Buyer; and
  - (b) it is lawful to do so;
 the Deposit Holder must:
  - (c) invest as much of the Deposit as has been paid with any Financial Institution in an interest-bearing account in the names of the parties; and
  - (d) provide the parties' tax file numbers to the Financial Institution (if they have been supplied).
- (2) If there is income from the investment of the Deposit in respect of any financial year to which no beneficiary is presently entitled for the purpose of Division 6 of Part III of ITAA as at 30 June of that financial year:
  - (a) the parties must pay to the Deposit Holder the tax assessed to it in respect of that income (other than tax in the nature of a penalty for late lodgement ("**Penalty**") which the Deposit Holder must bear itself) and all expenses of the Deposit Holder in connection with the preparation and lodgement of the tax return, payment of the tax, and furnishing to the parties the information and copy documents they reasonably require;
  - (b) if the tax (other than Penalty) and the Deposit Holder's expenses are not paid to the Deposit Holder on demand, it may deduct them from the Deposit and income;
  - (c) if tax is not assessed on the income when the Deposit and income are due to be paid to the party entitled, the Deposit Holder may deduct and retain its estimate of the assessment; and
  - (d) as between the parties, the tax must be paid by the party receiving the income on which the tax is assessed, and the Deposit Holder's expenses.

### 2.3 Entitlement to Deposit and Interest

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

### 2.4 Payment of Balance Purchase Price

- (1) On the Settlement Date, the Buyer must pay the Balance Purchase Price by Bank cheque as the Seller or the Seller's Solicitor directs.
- (2) Despite any other provision of this contract, reference to a "Bank cheque" in clause 2.4:
  - (a) includes a cheque drawn by a building society or credit union on itself;
  - (b) does not include a cheque drawn by a building society or credit union on a Bank;
 and the Seller is not obliged to accept a cheque referred to in clause 2.4(2)(b) on the Settlement Date.



- (3) If both of the following apply:
- (a) the sale is not an excluded transaction under section 14-215 of the Withholding Law; and
  - (b) the Seller has not given the Buyer on or before settlement for each person comprising the Seller either:
    - (i) an ATO Clearance Certificate; or
    - (ii) a variation notice under section 14-235 of the Withholding Law which remains current at the Settlement Date varying the CGT Withholding Amount to nil,
- then:
- (c) for clause 2.4(1), the Seller irrevocably directs the Buyer to draw a bank cheque for the CGT Withholding Amount in favour of the Commissioner of Taxation or, if the Buyer's Solicitor requests, the Buyer's Solicitor's Trust Account;
  - (d) the Buyer must lodge a *Foreign Resident Capital Gains Withholding Purchaser Notification Form* with the ATO for each person comprising the Buyer and give copies to the Seller with the payment reference numbers (PRN) on or before settlement;
  - (e) the Seller must return the bank cheque in paragraph (c) to the Buyer's Solicitor (or if there is no Buyer's Solicitor, the Buyer) at settlement; and
  - (f) the Buyer must pay the CGT Withholding Amount to the ATO in accordance with section 14-200 of the Withholding Law and give the Seller evidence that it has done so within 2 Business Days of settlement occurring.
- (4) For clause 2.4(3) and section 14-215 of the Withholding Law, the market value of the CGT asset is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit unless:
- (a) the Property includes items in addition to the Lot and Improvements; and
  - (b) no later than 2 Business Days prior to the Settlement Date, the Seller gives the Buyer a valuation of the Lot and Improvements prepared by a registered valuer,
- in which case the market value of the Lot and Improvements will be as stated in the valuation.
- (5) If the Buyer is required to pay the GST Withholding Amount to the Commission of Taxation at settlement pursuant to section 14-250 of the Withholding Law:
- (a) the Seller must give the Buyer a notice in accordance with section 14-255(1) of the Withholding Law;
  - (b) prior to settlement the Buyer must lodge with the ATO:
    - (i) a *GST Property Settlement Withholding Notification* form ("Form 1"); and
    - (ii) a *GST Property Settlement Date Confirmation* form ("Form 2");
  - (c) on or before settlement, the Buyer must give the Seller copies of:
    - (i) the Form 1;
    - (ii) confirmation from the ATO that the Form 1 has been lodged specifying the Buyer's lodgement reference number and payment reference number;
    - (iii) confirmation from the ATO that the Form 2 has been lodged; and
- (iv) a completed ATO payment slip for the Withholding Amount.
  - (d) the Seller irrevocably directs the Buyer to draw a bank cheque for the GST Withholding Amount in favour of the Commissioner of Taxation and deliver it to the Seller at settlement; and
  - (e) the Seller must pay the GST Withholding Amount to the ATO in compliance with section 14-250 of the Withholding Law promptly after settlement.
- (6) The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.

## 2.5 Adjustments to Balance Purchase Price

- (1) The Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date. The Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date.
- (2) Subject to clauses 2.5(3), 2.5(4), 2.5(5), 2.5(6), 2.5(7), 2.5(15) and 2.5(18), Outgoings for periods including the Settlement Date must be adjusted:
  - (a) for those paid, on the amount paid;
  - (b) for those assessed but unpaid, on the amount payable (excluding any discount); and
  - (c) for those not assessed:
    - (i) on the amount the relevant authority or the Body Corporate advises will be assessed (excluding any discount); or
    - (ii) if no advice on the assessment to be made is available, on the amount of the latest assessment (excluding any discount).
- (3) If there is no separate assessment of rates for the Lot at the Settlement Date and the Local Government informs the Buyer that it will not apportion rates between the Buyer and the Seller, then:
  - (a) the amount of rates to be adjusted is that proportion of the assessment equal to the ratio of the interest schedule lot entitlement of the Lot to the aggregate interest schedule lot entitlement of the Scheme; and
  - (b) if an assessment of rates includes charges imposed on a "per lot" basis, then the portion of those charges to be adjusted is the amount assessed divided by the number of lots in that assessment.
- (4) Land tax must be adjusted:
  - (a) on the assessment that the Office of State Revenue would issue for the land tax year current at the Settlement Date if the Seller was one natural person resident in Queensland and the Lot was the Seller's only land; or
  - (b) based on the assumptions in clause 2.5(4)(a), if there is no separate Site Value for the Lot, on a notional Site Value equal to:
 

Site Value of the Land	x	$\frac{\text{Interest schedule lot entitlement of Lot}}{\text{Aggregate interest schedule lot entitlement}}$
------------------------	---	--
- (5) If land tax is unpaid at the Settlement Date and the Office of State Revenue advises that it will issue a final clearance for the Lot on payment of a specified amount, then the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Office of State Revenue. If an amount is deducted under this

- clause, then land tax will be treated as paid at the Settlement Date for the purposes of clause 2.5(2).
- (6) Any Outgoings assessable on the amount of water used must be adjusted on the charges that would be assessed on the total water usage for the assessment period, determined by assuming that the actual rate of usage shown by the meter reading made before settlement continues throughout the assessment period. The Buyer must obtain and pay for the meter reading.
  - (7) If any Outgoings are assessed but unpaid at the Settlement Date, then the Buyer may deduct the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority or the Body Corporate, as appropriate. If an amount is deducted under this clause, the relevant Outgoing will be treated as paid at the Settlement Date for the purpose of clause 2.5(2).
  - (8) Arrears of Rent for any rental period ending on or before the Settlement Date belong to the Seller and are not adjusted at settlement.
  - (9) Unpaid Rent for the rental period including both the Settlement Date and the following day ("**Current Period**") is not adjusted until it is paid.
  - (10) Rent already paid for the Current Period or beyond must be adjusted at settlement.
  - (11) If Rent payments are reassessed after the Settlement Date for periods including the Settlement Date, any additional Rent payment from a Tenant or refund due to a Tenant must be apportioned under clauses 2.5(8), 2.5(9), 2.5(10) and 2.5(11).
  - (12) Payments under clause 2.5(11) must be made within 14 days after notification by one party to the other but only after any additional payment from a Tenant has been received.
  - (13) The Seller is liable for:
    - (a) any Special Contribution for which a levy notice has been issued on or before the Contract Date; and
    - (b) any other Body Corporate Debt (including any penalty or recovery cost resulting from non-payment of a Body Corporate Debt) owing in respect of the Lot at settlement.

The Buyer is liable for any Special Contribution levied after the Contract Date.
  - (14) If an amount payable by the Seller under clause 2.5(13) is unpaid at the Settlement Date, the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Body Corporate.
  - (15) For the purposes of clause 2.5(13), an amount payable under an exclusive use by-law will be treated as levied on the date it is due.
  - (16) The cost of Bank cheques payable at Settlement:
    - (a) to the Seller or its mortgagee are the responsibility of the Buyer; and
    - (b) to parties other than the Seller or its mortgagee are the responsibility of the Seller.
  - (17) The Seller is not entitled to require payment of the Balance Purchase Price by means other than Bank cheque without the consent of the Buyer.
  - (18) Upon written request by the Buyer, the Seller will, prior to Settlement, give the Buyer a written statement, supported by reasonable evidence, of:
    - (a) all Outgoings and all Rent for the Property to the extent they are not capable of discovery by search or enquiry at any office of public record or pursuant to the provisions of any statute; and

- (b) any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 2.5.

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

### 3. FINANCE

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

### 4. BUILDING AND PEST INSPECTION REPORTS

- 4.1 This contract is conditional on the Buyer obtaining a written building report and a written pest report (which may be a single report) on the Property by the Inspection Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain the reports (subject to the right of the Buyer to elect to obtain only one of the reports).
- 4.2 The Buyer must give notice to the Seller that:
  - (1) a satisfactory report under clause 4.1 has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
  - (2) clause 4.1 has been either satisfied or waived by the Buyer.
- 4.3 If the Buyer terminates this contract and the Seller asks the Buyer for a copy of the building and pest reports, the Buyer must give a copy of each report to the Seller without delay.
- 4.4 The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2 by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 4.5 The Seller's right under clause 4.4 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.2.

### 5. SETTLEMENT

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

## 5.2 Transfer Documents

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

## 5.3 Documents and Keys at Settlement

- (1) In exchange for payment of the Balance Purchase Price, the Seller must deliver to the Buyer at settlement:
  - (a) any instrument of title for the Lot required to register the transfer to the Buyer; and
  - (b) unstamped Transfer Documents capable of immediate registration after stamping; and
  - (c) any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and
  - (d) if requested by the Buyer not less than 2 clear Business Days before the Settlement Date, the Keys; and
  - (e) if there are Commercial Tenancies or Service Agreements:
    - (i) the Seller's copy of any Commercial Tenancy Documents or Service Agreement Documents;
    - (ii) a notice to each Tenant and Contractor advising of the sale and assignment of rights under this contract in the form required by law (if applicable); and
    - (iii) any notice required by law to transfer to the Buyer the Seller's interest in any Bond.
- (2) If the Keys are not delivered at Settlement under clause 5.3(1)(d), the Seller must deliver the Keys to the Buyer. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.

## 5.4 Assignment of Covenants and Warranties

At Settlement, the Seller assigns to the Buyer, the benefit of all:

- (1) covenants by the Tenant under the Commercial Tenancies;
- (2) guarantees and Bonds supporting the Commercial Tenancies;
- (3) the Seller's rights under the Service Agreements;
- (4) manufacturers' warranties for the Included Chattels; and
- (5) builders' warranties on the improvements, to the extent that they are assignable and the Buyer accepts the assignment. However, the right to recover arrears of Rent is not assigned to the Buyer and section 117 of the *Property Law Act 1974* does not apply.

## 5.5 Bonds

On settlement, the Seller will:

- (1) allow as a deduction from the Balance Purchase Price any Bond received by the Seller from any Tenant and held by the Seller;
- (2) transfer control to the Buyer over any trust account or fund held on trust for Tenants as Bond; and
- (3) assign to the Buyer, Bank guarantees held in respect of any Tenant as a Bond. If any Bank guarantee is not assignable, the Seller will enforce the guarantee at the written direction and expense of the Buyer for the Buyer's benefit.

## 5.6 Indemnity

The Buyer indemnifies the Seller in respect of claims by Tenants for the return of Bonds held or controlled by the Seller before settlement which are dealt with under clause 5.5 of this contract.

## 5.7 Possession of Property and Title to Included Chattels

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

## 5.8 Reservations

- (1) The Seller must remove the Reserved Items from the Property before settlement.
- (2) The Seller must repair at its expense any damage done to the Property in removing the Reserved Items. If the Seller fails to do so, the Buyer may repair that damage.
- (3) Any Reserved Items not removed before settlement will be considered abandoned and the Buyer may, without limiting its other rights, complete this contract and appropriate those Reserved Items or dispose of them in any way.
- (4) The Seller indemnifies the Buyer against any damages and expenses resulting from the Buyer's actions under clauses 5.8(2) or 5.8(3).

## 6. TIME

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

### 6.2 Suspension of Time

- (1) This clause 6.2 applies if a party is unable to perform a Settlement Obligation solely as a consequence of a Delay Event but does not apply where the inability is attributable to:
  - (a) damage to, destruction of or diminution in value of the Property or other property of the Seller or Buyer; or
  - (b) termination or variation of any agreement between a party and another person whether relating to the provision of finance, the release of an Encumbrance, the sale or purchase of another property or otherwise.
- (2) Time for the performance of the parties' Settlement Obligations is suspended and ceases to be of the essence of the contract and the parties are deemed not to be in breach of their Settlement Obligations.
- (3) An Affected Party must take reasonable steps to minimise the effect of the Delay Event on its ability to perform its Settlement Obligations.
- (4) When an Affected Party is no longer prevented from performing its Settlement Obligations due to the Delay Event, the Affected Party must give the other party a notice of that fact, promptly.
- (5) When the Suspension Period ends, whether notice under clause 6.2(4) has been given or not, either party may give the other party a Notice to Settle.
- (6) A Notice to Settle must be in writing and state:
  - (a) that the Suspension Period has ended;
  - (b) a date, being not less than 5 nor more than 10 Business Days after the date the Notice to Settle is given, which shall become the Settlement Date; and
  - (c) that time is of the essence.



- (7) When Notice to Settle is given, time is again of the essence of the contract.
- (8) In this clause 6.2:
- (a) "Affected Party" means a party referred to in clause 6.2(1);
  - (b) "Delay Event" means:
    - (i) a tsunami, flood, cyclone, earthquake, bushfire or other act of nature;
    - (ii) riot, civil commotion, war, invasion or a terrorist act;
    - (iii) an imminent threat of an event in paragraphs (i) or (ii); or
    - (iv) compliance with any lawful direction or order by a Government Agency;
  - (c) "Government Agency" means the government of the Commonwealth of Australia or an Australian State, Territory or local government and includes their authorities, agencies, government owned corporations and authorised officers, courts and tribunals;
  - (d) "Settlement Obligations" means, in the case of the Buyer, its obligations under clauses 2.4(1) and 5.1(1) and, in the case of the Seller, its obligations under clauses 5.1(1), 5.3(1)(a)-(e) and 5.7;
  - (e) "Suspension Period" means the period during which the Affected Party (or if both the Buyer and Seller are Affected Parties, either of them) remains unable to perform a Settlement Obligation solely as a consequence of a Delay Event.

## 7. MATTERS AFFECTING THE PROPERTY

### 7.1 Title

The Lot is sold subject to the *Body Corporate and Community Management Act 1997* and the by-laws of the Body Corporate.

### 7.2 Encumbrances

The Property is sold free of all Encumbrances other than the Title Encumbrances, Tenancies, statutory easements implied by part 6A of the *Land Title Act 1994* and interests registered on the common property for the Scheme.

### 7.3 Requisitions

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

### 7.4 Seller's Warranties

- (1) The Seller warrants that, except as disclosed in this contract, at settlement:
  - (a) it will be the registered owner of an estate in fee simple in the Lot and will own the Improvements and Included Chattels;
  - (b) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
  - (c) there will be no unsatisfied judgment, order (except for an order referred to in clause 7.6(1)(b)) or writ affecting the Property.
- (2) The Seller warrants that, except as disclosed in this contract, at the Contract Date and at settlement there are no current or threatened claims, notices or proceedings that may lead to a judgement, order or writ affecting the Property.
- (3) The Seller warrants that, except as disclosed in this contract, at the Contract Date:

- (a) there is no unregistered lease, easement or other right capable of registration and which is required to be registered to give indefeasibility affecting the common property or Body Corporate assets;
  - (b) there is no proposal to record a new community management statement for the Scheme and it has not received a notice of a meeting of the Body Corporate to be held after the Contract Date or notice of any proposed resolution or a decision of the Body Corporate to consent to the recording of a new community management statement for the Scheme;
  - (c) all Body Corporate consents to improvements made to common property and which benefit the Lot, or the registered owner of the Lot, are in force; and
  - (d) the Additional Body Corporate Information is correct (if completed).
- (4) If the Seller breaches a warranty in clause 7.4(1) or clause 7.4(2), the Buyer may terminate this contract by notice to the Seller.
- (5) If:
- (a) the Seller breaches a warranty in clause 7.4(3); or
  - (b) the Additional Body Corporate Information is not completed;
- and, as a result, the Buyer is materially prejudiced, the Buyer may terminate this contract by notice to the Seller given with 14 days after the Contract Date but may not claim damages or compensation.
- (6) Clauses 7.4(4) and 7.4(5) do not restrict and statutory rights the Buyer may have which cannot be excluded by this contract.

- (7) (a) The Seller warrants that, except as disclosed in this contract or a notice is given by the Seller to the Buyer under the *Environmental Protection Act 1994* ("EPA"), at the Contract Date:
  - (i) there is no outstanding obligation on the Seller to give notice to the administering authority under EPA of notifiable activity being conducted on the Land; and
  - (ii) the Seller is not aware of any facts or circumstances that may lead to the Land being classified as contaminated land within the meaning of EPA.
- (b) If the Seller breaches a warranty in clause 7.4(7), the Buyer may:
  - (i) terminate this contract by notice in writing to the Seller given no later than 2 Business Days before the Settlement Date; or
  - (ii) complete this contract and claim compensation, but only if the Buyer claims it in writing before the Settlement Date.
- (8) The Seller does not warrant that the Present Use is lawful.

### 7.5 Survey and Mistake

- (1) The Buyer may survey the Lot.
- (2) If there is:
  - (a) an error in the boundaries or area of the Lot;
  - (b) an encroachment by structures onto or from the Lot; or
  - (c) a mistake or omission in describing the Lot or the Seller's title to it;
 which is:
  - (d) immaterial; or

- (e) material, but the Buyer elects to complete this contract;  
the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing on or before settlement.
- (3) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(2).
- (4) If there is a material error, encroachment or mistake, the Buyer may terminate this contract before settlement.

## 7.6 Requirements of Authorities

- (1) Subject to clause 7.6(5), any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property ("**Work or Expenditure**") must be fully complied with:
  - (a) if issued before the Contract Date, by the Seller before the Settlement Date;
  - (b) if issued on or after the Contract Date, by the Buyer.
- (2) If any Work or Expenditure that is the Seller's responsibility under clause 7.6(1)(a) is not done before the Settlement Date, the Buyer is entitled to claim the reasonable cost of work done by the Buyer in accordance with the notice or order referred to in clause 7.6(1) from the Seller after settlement as a debt.
- (3) Any Work or Expenditure that is the Buyer's responsibility under clause 7.6(1)(b), which is required to be done before the Settlement Date, must be done by the Seller unless the Buyer directs the Seller not to and indemnifies the Seller against any liability for not carrying out the work. If the Seller does the work, or spends the money, the reasonable cost of that Work or Expenditure must be added to the Balance Purchase Price.
- (4) The Buyer may terminate this contract by notice to the Seller if there is an outstanding notice at the Contract Date under section 246AG of the *Building Act 1975* that affects the Property. The Buyer may terminate this contract by notice to the Seller if there is an outstanding notice at the Contract Date under sections 247 or 248 of the *Building Act 1975* or sections 167 or 168 of the *Planning Act 2016* that affects the Property or Land.
- (5) Clause 7.6(1) does not apply to orders disclosed under section 83 or the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*.

## 7.7 Property Adversely Affected

- (1) If at the Contract Date:
  - (a) the Present Use is not lawful under the relevant town planning scheme;
  - (b) the Land is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Land;
  - (c) access or any service to the Land passes unlawfully through other land;
  - (d) any competent authority has issued a current notice to treat, or notice of intention to resume, regarding any part of the Land;
  - (e) there is an outstanding condition of a development approval attaching to the Lot under section 73 of the *Planning Act 2016* or section 96 of the *Economic Development Queensland Act 2012* which, if complied with, would constitute a material mistake or omission in the Seller's title under clause 7.5(2)(c);

- (f) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List;
- (g) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*; or
- (h) there is a charge against the Lot under section 104 of the *Foreign Acquisitions and Takeovers Act 1975* (Cth),

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

- (2) If no notice is given under clause 7.7(1), the Buyer will be treated as having accepted the Property subject to all of the matters referred to in that clause.
- (3) The Seller authorises the Buyer to:
  - (a) inspect records held by any authority, including Security Interests on the PPSR, relating to the Property or the Lot; and
  - (b) apply for a certificate of currency of the Body Corporate's insurance from any insurer.

## 7.8 Dividing Fences

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

## 8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

### 8.1 Risk

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

### 8.2 Access

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

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

### 8.3 Seller's Obligations After Contract Date

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

### 8.4 Body Corporate Meetings

- (1) The Seller must promptly give the Buyer a copy of:
  - (a) any notice it receives of a proposed meeting of the Body Corporate to be held after the Contract Date; and
  - (b) resolutions passed at that meeting and prior to settlement.
- (2) The Buyer may terminate this Contract by Notice in writing to the Seller given before settlement if it is materially prejudiced by:

- (a) any resolution of the Body Corporate passed after the Contract Date, other than a resolution, details of which are disclosed to the Buyer in this Contract; or
  - (b) where the Scheme is a subsidiary scheme, any resolution of a body corporate of a higher scheme.
- (3) In clause 8.4(2) a resolution includes a decision of the Body Corporate Committee to consent to recording a new community management statement.
- (4) If the Buyer is not given a copy of the resolutions before settlement, it may sue the Seller for damages.

### 8.5 Information Regarding the Property

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

- (1) copies of all documents relating to any unregistered interests in the Property;
- (2) full details of the Tenancies to allow the Buyer to properly manage the Property after settlement;
- (3) sufficient details (including date of birth of each Seller who is an individual) to enable the Buyer to undertake a search of the PPSR.

### 8.6 Possession Before Settlement

If possession is given before settlement:

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

### 8.7 Seller's Obligations After Contract Date

- (1) The Seller must promptly upon receiving any notice, proceeding or order that affects the Property or requires work on the Property, give a copy to the Buyer.
- (2) After the Contract Date, the Seller must not without written consent of the Buyer, give any notice, seek or consent to any order or make an agreement that affects the Property.

## 9. PARTIES' DEFAULT

### 9.1 Seller and Buyer May Affirm or Terminate

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

### 9.2 If Seller Affirms

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

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

### 9.3 If Buyer Affirms

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

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

### 9.4 If Seller Terminates

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

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

### 9.5 If Buyer Terminates

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

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

### 9.6 Seller's Resale

- (1) If the Seller terminates this contract and resells the Property, the Seller may recover from the Buyer as liquidated damages:
  - (a) any deficiency in price on a resale; and
  - (b) its expenses connected with any repossession, any failed attempt to resell, and the resale, provided the resale settles within 2 years of termination of this contract.
- (2) Any profit on a resale belongs to the Seller.

### 9.7 Seller's Damages

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

### 9.8 Buyer's Damages

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

### 9.9 Interest on Late Payments

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

## 10. COMMERCIAL TENANCIES

### 10.1 Seller's Statement

- (1) Within a reasonable time after written request by the Buyer, the Seller must give the Buyer:
  - (a) a statement of Outgoings which cannot be discovered by search; and



- (b) a notice under section 262A(4AH) of ITAA (if applicable to the Property).
- (2) The Seller must update the statement if the Seller becomes aware that it has become inaccurate in a material respect.
- (3) The Seller warrants that the statement and notice will be accurate at the Settlement Date.

## 10.2 Commercial Tenancies and Service Agreements

The Seller states that details of all Commercial Tenancies and Service Agreements affecting the Property are disclosed in the Commercial Tenancy Schedule and Service Agreement Schedule respectively.

## 10.3 Commercial Tenancy Warranties

The Seller warrants that, except as disclosed in this contract, the following are correct at the Contract Date:

- (1) details of the Commercial Tenancies set out in the Commercial Tenancy Schedule;
- (2) each of the Commercial Tenancies is valid and subsisting;
- (3) no Tenant is in arrears with the payment of any Rent or other money payable under any Commercial Tenancy;
- (4) there is no subsisting breach of a provision of any Tenancy Document;
- (5) there is no notice or correspondence between the Seller and any Tenant relating to Rent review or the exercise of an option for renewal;
- (6) for each Commercial Tenancy, the relevant Commercial Tenancy Documents constitute the entire agreement between the Seller and each Tenant and there is no written, oral or other agreement between the Seller and any Tenant varying the terms of a Commercial Tenancy or granting any additional option for renewal of the term of any Commercial Tenancy;
- (7) no Tenant received any incentive or inducement to enter into its initial or current Commercial Tenancy;
- (8) there is no pending litigation or arbitration between the Seller and any Tenant arising out of any of the Commercial Tenancies; and
- (9) if any Commercial Tenancy is a retail shop lease within the meaning of the *Retail Shop Leases Act 1994*
  - (a) as far as the Seller is aware the Seller has complied with the *Retail Shop Leases Act 1994* in relation to the Commercial Tenancy;
  - (b) there is no existing or renewed retail tenancy dispute in relation to a Commercial Tenancy;
  - (c) there are no mediation agreements, proceedings or orders in existence under the *Retail Shop Leases Act 1994* in respect of a Commercial Tenancy;
  - (d) no Tenant has notified the Seller requesting a right to renew any Commercial Tenancy for a further period; and
  - (e) no Tenant has made a claim against the Seller for compensation for loss or damage suffered by the Tenant under sections 43, 46G or 46K of the *Retail Shop Leases Act 1994* and there are no circumstances existing to the Seller's knowledge which might give rise to a claim for compensation.

## 10.4 Inaccuracies

The Buyer may terminate this contract by notice in writing to the Seller if a warranty contained in clause 10.3 is inaccurate and the Buyer is materially prejudiced by that inaccuracy.

## 10.5 Commercial Tenancy Documents

- (1) The Seller must produce to the Buyer's Solicitor within 7 days after the Contract Date copies of all Commercial Tenancy Documents and Service Agreements.
- (2) If the Seller does not deliver the Commercial Tenancy Documents when required under clause 10.5(1), the Buyer may terminate this contract by notice to the Seller given no later than 14 days after the Contract Date.
- (3) If the Buyer is not satisfied with the terms of the Commercial Tenancies, it may terminate this contract by notice to the Seller given no later than 7 days after the Buyer's receipt of the Commercial Tenancy Documents.
- (4) If no notice is given under this clause 10.5, the Buyer will be treated as having accepted the Commercial Tenancies and all matters referred to in the Commercial Tenancy Documents.

## 10.6 Dealings with Commercial Tenancies

- (1) Unless it would breach a provision of, or waive or prejudice the Seller's rights under, a Commercial Tenancy, the Seller must not, after the Contract Date:
  - (a) deal with the Property or any of the Commercial Tenancies without the Buyer's consent (which must not be unreasonably withheld);
  - (b) accept a surrender of any Commercial Tenancy;
  - (c) consent to a transfer of any Commercial Tenancy;
  - (d) terminate any Commercial Tenancy;
  - (e) consent to any request by a Tenant;
  - (f) grant or agree to grant a new Commercial Tenancy of any part of the Property or an extension of a Commercial Tenancy other than where a Tenant validly exercises an option in a Commercial Tenancy; or
  - (g) initiate or negotiate a Rent review or respond to any Rent review notice from a Tenant.
- (2) If any Tenant seeks the Seller's consent under a Commercial Tenancy before Settlement:
  - (a) the Seller must inform the Buyer and give the Buyer a copy of any written material received from the Tenant;
  - (b) the Buyer must co-operate with the Seller in dealing with the application;
  - (c) the Buyer must inform the Seller whether it agrees to the Seller giving consent and any conditions which should be imposed by the Seller;
  - (d) the Buyer must not withhold or delay its agreement to the Seller giving consent except on reasonable grounds which must be indicated in writing to the Seller; and
  - (e) the Seller must not give its consent to any Tenant without having first obtained the Buyer's agreement to do so in accordance with this clause.
- (3) If any Tenant defaults in the payment of Rent, the Seller must promptly inform the Buyer in writing. The Buyer may require the Seller to do either or both of the following actions at the Seller's expense:
  - (a) serve on the Tenant a notice of breach of covenant if required by law;
  - (b) terminate the Commercial Tenancy by physical re-entry (subject to the provisions of the Commercial Tenancy).

- (4) The Seller must give the Buyer copies of any documents relating to the Commercial Tenancies that come within the control or possession of the Seller between the Contract Date and settlement.

## 10.7 Service Agreements

- (1) The Seller:
  - (a) may terminate any Service Agreement which is not capable of assignment (subject to the provisions of the relevant Service Agreement); and
  - (b) indemnifies the Buyer against claims under the Service Agreements prior to the Settlement Date.
- (2) The Buyer:
  - (a) assumes the obligations of the Seller under those Service Agreements which are assigned until their termination; and
  - (b) indemnifies the Seller against claims under Service Agreements after the Settlement Date.
- (3) If:
  - (a) the Seller cannot terminate a Service Agreement; or
  - (b) the Seller's rights under a Service Agreement cannot be assigned or are not effectively assigned to the Buyer;

the Seller must enforce that Service Agreement at the direction of the Buyer for the Buyer's benefit.

## 10.8 Counterparts

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

## 11. GOODS AND SERVICES TAX

### 11.1 Definitions

Words and phrases defined in the GST Act have the same meaning in this Contract unless the context indicates otherwise.

### 11.2 GST Table

The GST Table and the notes in it are part of this clause 11.

### 11.3 Taxable Supply

This clause 11 applies where the transaction is:

- (1) a Taxable Supply; or
- (2) not a Taxable Supply because it is the Supply of a Going Concern.

### 11.4 Purchase Price Includes GST

If this clause 11.4 applies, the Purchase Price includes the Seller's liability for GST on the Supply of the Property. The Buyer is not obliged to pay any additional amount to the Seller on account of GST on the Supply of the Property.

### 11.5 Purchase Price Does Not Include GST

If this clause 11.5 applies, the Purchase Price does not include the Seller's liability for GST on the Supply of the Property. The Buyer must on the Settlement Date pay to the Seller in addition to the Purchase Price an amount equivalent to the amount payable by the Seller as GST on the Supply of the Property.

### 11.6 Margin Scheme

**Warning:** The Seller is warranting that the Margin Scheme can apply. If in doubt about using the Margin Scheme you should seek professional advice.

If this clause 11.6 applies:

- (1) the Purchase Price includes the Seller's liability for GST on the Supply of the Property. The Buyer is not obliged to pay any additional amount to the Seller on account of GST on the Supply of the Property.
- (2) the Seller:
  - (a) must apply the Margin Scheme to the Supply of the Property; and
  - (b) warrants that the Margin Scheme is able to be applied.
- (3) if the Seller breaches clause 11.6(2)(a) or its warranty under clause 11.6(2)(b) then:
  - (a) the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;
  - (b) if the Buyer does not terminate this contract under clause 11.6(3)(a) or does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable for the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
  - (c) the Buyer is entitled to compensation from the Seller if there is a breach of clause 11.6(2).

## 11.7 If the Supply is a Going Concern

**Warning:** The parties are providing certain warranties under this clause. If there is doubt about whether there is a Supply of a Going Concern you should seek professional advice.

If this clause 11.7 applies:

- (1) the Purchase Price does not include any amount for GST;
- (2) the parties agree the Supply of the Property is a Supply (or part of a Supply) of a Going Concern;
- (3) the Seller warrants that:
  - (a) between the Contract Date and the Settlement Date the Seller will carry on the Enterprise; and
  - (b) the Property (together with any other things that must be provided by the Seller to the Buyer at the Settlement Date under a related agreement for the same Supply) is all of the things necessary for the continued operation of the Enterprise;
- (4) the Buyer warrants that at the Settlement Date it is Registered or Required to be Registered under the GST Act;
- (5) if either of the warranties in clause 11.7(3) is breached:
  - (a) the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;
  - (b) if the Buyer does not terminate this contract then, at the Settlement Date, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property;
  - (c) if the Buyer does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable in respect of the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
  - (d) the Buyer is entitled to compensation from the Seller if there is a breach of the warranty.

- (6) if the warranty in clause 11.7(4) is not correct the Buyer must pay to the Seller an amount equal to the GST payable in respect of the Supply of the Property. Payment must be made at the Settlement Date or, if settlement has occurred, immediately on demand;
- (7) if for any reason other than a breach of a warranty by the Seller or the Buyer this transaction is not a Supply of a Going Concern, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property. Payment must be made at the Settlement Date or, if settlement has occurred, immediately on demand.

### 11.8 Adjustments

Where this Contract requires an adjustment or apportionment of Outgoings or Rent and profits of the Property, that adjustment or apportionment must be made on the amount of the Outgoing, Rent or profit exclusive of GST.

### 11.9 Tax Invoice

Where GST is payable on the Supply of the Property, the Seller must give to the Buyer a Tax Invoice at the Settlement Date.

### 11.10 No Merger

To avoid doubt, the clauses in this clause 11 do not merge on settlement.

### 11.11 Remedies

The remedies provided in clauses 11.6(3), 11.7(5) and 11.7(6) are in addition to any other remedies available to the aggrieved party.

## 12. GENERAL

### 12.1 Agent

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

### 12.2 Foreign Buyer Approval

The Buyer warrants that either:

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

### 12.3 Duty

The Buyer must pay all duty on this contract.

### 12.4 Notices

- (1) Notices under this contract must be in writing.
- (2) Notices under this contract or notices required to be given by law may be given and received by the party's solicitor.
- (3) Notices under this contract or notices required to be given by law may be given by:
  - (a) delivering or posting to the other party or its solicitor; or
  - (b) sending it to the facsimile number of the other party or its solicitor stated in the Reference Schedule (or another facsimile number notified by the recipient to the sender); or
  - (c) sending it to the email address of the other party or its solicitor stated in the Reference Schedule (or another email address notified by the recipient to the sender).
- (4) Subject to clause 12.4(5), a notice given after this contract is entered into in accordance with clause 12.4(3) will be treated as given:
  - (a) 5 Business Days after posting;
  - (b) if sent by facsimile, at the time indicated on a clear transmission report; and

- (c) if sent by email, at the time it is sent.
- (5) Notices given by facsimile, by personal delivery or by email between 5pm on a Business Day (the "first Business Day") and 9am on the next Business Day (the "second Business Day") will be treated as given or delivered at 9am on the second Business Day.
- (6) If two or more notices are treated as given at the same time under clause 12.4(5), they will be treated as given in the order in which they were sent or delivered.
- (7) Notices or other written communications by a party's solicitor (for example, varying the Inspection Date, Finance Date or Settlement Date) will be treated as given with that party's authority.
- (8) For the purposes of clause 12.4(3)(c) and clause 14.2 the notice or information may be contained within an email, as an attachment to an email or located in an electronic repository accessible by the recipient by clicking a link in an email.

### 12.5 Business Days

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

### 12.6 Rights After Settlement

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

### 12.7 Further Acts

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

### 12.8 Severance

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

### 12.9 Interpretation

#### (1) Plurals and Genders

Reference to:

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

#### (2) Parties

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

#### (3) Statutes and Regulations

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

#### (4) Inconsistencies

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

#### (5) Headings

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



## 12.10 Counterparts

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

## 13. ELECTRONIC SETTLEMENT

### 13.1 Application of Clause

- (1) Clause 13 applies if the Buyer, Seller and each Financial Institution involved in the transaction agree to an Electronic Settlement using the same ELNO System and overrides any other provision of this contract to the extent of any inconsistency.
- (2) Acceptance of an invitation to an Electronic Workspace is taken to be an agreement for clause 13.1(1).
- (3) Clause 13 (except clause 13.5(3)) ceases to apply if either party gives notice under clause 13.5 that settlement will not be an Electronic Settlement.

### 13.2 Completion of Electronic Workspace

- (1) The parties must:
  - (a) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and
  - (b) do everything else required in the Electronic Workspace or otherwise to enable settlement to occur on the Settlement Date.
- (2) If the parties cannot agree on a time for settlement, the time to be nominated in the Workspace is 4pm AEST.
- (3) If any part of the Purchase Price is to be paid to discharge an Outgoing:
  - (a) the Buyer may, by notice in writing to the Seller, require that the amount is paid to the Buyer's Solicitor's trust account and the Buyer is responsible for paying the amount to the relevant authority;
  - (b) for amounts to be paid to destination accounts other than the Buyer's Solicitor's trust account, the Seller must give the Buyer a copy of the current account for the Outgoing to enable the Buyer to verify the destination account details in the Financial Settlement Schedule.
- (4) If the Deposit is required to discharge any Encumbrance or pay an Outgoing at settlement:
  - (a) the Deposit Holder must, if directed by the Seller at least 2 Business Days prior to Settlement, pay the Deposit (and any interest accrued on investment of the Deposit) less commission as clear funds to the Seller's Solicitor;
  - (b) the Buyer and the Seller authorise the Deposit Holder to make the payment in clause 13.2(4)(a);
  - (c) the Seller's Solicitor will hold the money as Deposit Holder under the Contract;
  - (d) the Seller and Buyer authorise the Seller's Solicitor to pay the money as directed by the Seller in accordance with the Financial Settlement Schedule.

### 13.3 Electronic Settlement

- (1) Clauses 5.1(2) and 5.2 do not apply.

- (2) Payment of the Balance Purchase Price electronically as directed by the Seller's Solicitor in the Financial Settlement Schedule satisfies the Buyer's obligation in clause 2.4(1).
- (3) The Seller and Buyer will be taken to have complied with:
  - (a) clause 2.4(3)(c), (e) and (f); and
  - (b) clause 2.4(5)(d) and (e),(as applicable) if at settlement the Financial Settlement Schedule specifies payment of the relevant amount to the account nominated by the Commissioner of Taxation.
- (4) The Seller will be taken to have complied with clause 5.3(1)(b), (c), (d), and (e) if:
  - (a) in relation to documents which are suitable for Electronic Lodgement in the Land Registry at settlement, the documents are Digitally Signed within the Electronic Workspace; and
  - (b) in relation to any other document or thing, the Seller's Solicitor:
    - (i) confirms in writing prior to settlement that it holds all relevant documents which are not suitable for Electronic Lodgement and all Keys (if requested under clause 5.3(1)(d)) in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and
    - (ii) gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than the Business Day after settlement; and
    - (iii) if requested by the Buyer, provides copies of documents in the Seller's Solicitors possession.
- (5) A party is not in default to the extent it is prevented from complying with an obligation because the other party or the other party's Financial Institution has not done something in the Electronic Workspace.
- (6) Any rights under the contract or at law to terminate the contract may not be exercised during the time the Electronic Workspace is locked for Electronic Settlement.
- (7) Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.

### 13.4 Computer System Unavailable

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

### 13.5 Withdrawal from Electronic Settlement

- (1) Either party may elect not to proceed with an Electronic Settlement by giving written notice to the other party.
- (2) A notice under clause 13.5(1) may not be given later than 5 Business Days before the Settlement Date unless an Electronic Settlement cannot be effected because:
  - (a) the transaction is not a Qualifying Conveyancing Transaction; or
  - (b) a party's solicitor is unable to complete the transaction due to death, a loss of legal capacity or appointment of a receiver or administrator (or similar) to their legal practice or suspension of their access to the ELNO System; or

- (c) the Buyer's or Seller's Financial Institution is unable to use the relevant ELNO System to effect Electronic Settlement.
- (3) If clause 13.5(2) applies:
  - (a) the party giving the notice must provide satisfactory evidence of the reason for the withdrawal; and
  - (b) the Settlement Date will be extended to the date 5 Business Days after the Settlement Date.

### 13.6 Costs

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

### 13.7 Definitions for clause 13

In clause 13:

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

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

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

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

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

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

"**ELNO**" has the meaning in the ECNL.

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

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

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

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

## 14. ELECTRONIC CONTRACT AND DISCLOSURE

### 14.1 Electronic Signing

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

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

### 14.2 Pre-contract Disclosure

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



## 77600 - Shares in Listed Companies (Australian)

2021 Financial Year

Preparer Sam Greco

Reviewer Sam Greco

Status Ready for Review

Account Code	Description	CY Units	CY Balance	LY Units	LY Balance	Change
AMP.AX	AMP Limited	3527.000000	\$6,542.59	3527.000000	\$6,542.59	0%
BSL.AX	Bluescope Steel Limited	1023.000000	\$11,958.87	1023.000000	\$11,958.87	0%
CBA.AX	Commonwealth Bank Of Australia.	2326.000000	\$161,470.92	2326.000000	\$161,470.92	0%
COL.AX	Coles Group Limited.	372.000000	\$6,387.24	372.000000	\$6,387.24	0%
ERA.AX	Energy Resources Of Australia Limited	2715.000000	\$420.83	2715.000000	\$420.83	0%
MPL.AX	Medibank Private Limited	3521.000000	\$10,527.79	3521.000000	\$10,527.79	0%
NAB.AX	National Australia Bank Limited	1602.000000	\$29,188.44	1602.000000	\$29,188.44	0%
ORG.AX	Origin Energy Limited	2130.000000	\$12,317.45	2030.000000	\$11,855.20	3.9%
RIO.AX	RIO Tinto Limited	522.000000	\$51,135.12	522.000000	\$51,135.12	0%
SDL.AX	Sundance Resources Limited	0.000000		138000.000000		0%
STO.AX	Santos Limited	15.000000	\$79.50	15.000000	\$79.50	0%
SUN.AX	Suncorp Group Limited	2494.000000	\$23,019.62	2494.000000	\$23,019.62	0%
TAH.AX	Tabcorp Holdings Limited	2960.000000	\$10,004.80	2960.000000	\$10,004.80	0%
TAHRA.AX	Tabcorp Holdings Limited	0.000000				0%

Account Code	Description	CY Units	CY Balance	LY Units	LY Balance	Change
TLS.AX	Telstra Corporation Limited.	579.000000	\$1,808.25	550.000000	\$1,721.50	5.04%
WBC.AX	Westpac Banking Corporation	4804.000000	\$86,231.80	4804.000000	\$86,231.80	0%
WES.AX	Wesfarmers Limited	403.000000	\$18,066.49	403.000000	\$18,066.49	0%
WPL.AX	Woodside Petroleum Limited	490.000000	\$10,608.50	490.000000	\$10,608.50	0%
<b>TOTAL</b>		<b>CY Units</b>	<b>CY Balance</b>	<b>LY Units</b>	<b>LY Balance</b>	
		29483.000000	\$439,768.21	167354.000000	\$439,219.21	

## Supporting Documents

- Balance Review Report [Report](#)
- AMP Portfolio 17-Aug-2021 12-34-18.pdf [AMP.AX](#)
- Commonwealth Bank Holding Balance.pdf [CBA.AX](#)
- Medibank Portfolio 17-Aug-2021 12-48-04.pdf [MPL.AX](#)
- Rio Tinto Residual Balance Stmt.pdf [RIO.AX](#)
- Suncorp Group Portfolio 17-Aug-2021 12-51-53.pdf [SUN.AX](#)
- Woodside Petroleum Portfolio 17-Aug-2021 12-51-53.pdf [WPL.AX](#)
- Investment Movement Report [Report](#)
- Bluescope Steel Holding Balance.pdf [BSL.AX](#)
- Coles Group Portfolio 17-Aug-2021 12-37-46.pdf [COL.AX](#)
- NAB Portfolio 17-Aug-2021 12-40-44.pdf [NAB.AX](#)
- Rio Tinto Portfolio 17-Aug-2021 12-42-54.pdf [RIO.AX](#)
- Wesfarmers Portfolio 17-Aug-2021 12-54-28.pdf [WES.AX](#)

## Standard Checklist

- Attach Balance Review Report
- Attach copies of HIN/SRN or Chess Statements, Broker Statements, Contract Notes Corporate Action documentation and any other relevant Source Documentation
- Attach Investment Movement Report
- Ensure all Investments are valued correctly at June 30
- Ensure the investment is in accordance with the Fund's investment strategy

# Nucifora Super Fund (Qld) Pty Ltd A/T Nucifora Superannuation Fund

## Balance Review Report

As at 30 June 2021

Investment Code	Investment Name	Holding Reference	Third Party Data			BGL Ledger	Variance
			Data Feed Provider	Balance Date	Balance Amount	Balance	
<b>60400</b>	<b>Bank Accounts</b>						
ANZ526279042	ANZ Business Online Saver	014209526279042	BGL Bank Data Service	30/06/2021	\$ 33,677.67	\$ 33,677.67	<b>0.00</b>
ANZ456900656	ANZ Business Premium Saver	014209456900656	BGL Bank Data Service	30/06/2021	\$ 177,074.99	\$ 177,074.99	<b>0.00</b>
<b>77250</b>	<b>Real Estate Properties (Australian - Non Residential)</b>						
4/344Geebung	4/344 Bilsen Road, Geebung QLD, Australia					1.0000	
<b>77600</b>	<b>Shares in Listed Companies (Australian)</b>						
AMP.AX	AMP Limited				Setup	3,527.0000	<b>3,527.0000</b>
BSL.AX	Bluescope Steel Limited				Setup	1,023.0000	<b>1,023.0000</b>
COL.AX	Coles Group Limited.				Setup	372.0000	<b>372.0000</b>
CBA.AX	Commonwealth Bank Of Australia.				Setup	2,326.0000	<b>2,326.0000</b>
ERA.AX	Energy Resources Of Australia Limited				Setup	2,715.0000	<b>2,715.0000</b>
MPL.AX	Medibank Private Limited				Setup	3,521.0000	<b>3,521.0000</b>
NAB.AX	National Australia Bank Limited				Setup	1,602.0000	<b>1,602.0000</b>
ORG.AX	Origin Energy Limited				Setup	2,130.0000	<b>2,130.0000</b>
RIO.AX	RIO Tinto Limited				Setup	522.0000	<b>522.0000</b>
STO.AX	Santos Limited				Setup	15.0000	<b>15.0000</b>
SUN.AX	Suncorp Group Limited				Setup	2,494.0000	<b>2,494.0000</b>
TAH.AX	Tabcorp Holdings Limited				Setup	2,960.0000	<b>2,960.0000</b>
TLS.AX	Telstra Corporation Limited.				Setup	579.0000	<b>579.0000</b>
WES.AX	Wesfarmers Limited				Setup	403.0000	<b>403.0000</b>

Nucifora Super Fund (Qld) Pty Ltd A/T Nucifora Superannuation Fund

# Balance Review Report

As at 30 June 2021

Investment Code	Investment Name	Holding Reference	Third Party Data			BGL Ledger	Variance
			Data Feed Provider	Balance Date	Balance Amount	Balance	
WBC.AX	Westpac Banking Corporation				Setup	4,804.0000	<b>4,804.0000</b>
WPL.AX	Woodside Petroleum Limited				Setup	490.0000	<b>490.0000</b>
<b>77700</b>	<b>Shares in Listed Companies (Overseas)</b>						
VUK.AX	Virgin Money Uk Plc				Setup	373.0000	<b>373.0000</b>

Nucifora Super Fund (Qld) Pty Ltd A/T Nucifora Superannuation Fund

# Investment Movement Report

As at 30 June 2021

Investment	Opening Balance		Additions		Disposals			Closing Balance		
	Units	Cost	Units	Cost	Units	Cost	Accounting Profit/(Loss)	Units	Cost	Market Value
<b>Bank Accounts</b>										
ANZ Business Online Saver		445,626.71		142,206.37		(554,155.41)			33,677.67	33,677.67
ANZ Business Premium Saver		3,583.72		647,636.50		(474,145.23)			177,074.99	177,074.99
		<b>449,210.43</b>		<b>789,842.87</b>		<b>(1,028,300.64)</b>			<b>210,752.66</b>	<b>210,752.66</b>
<b>Term Deposits</b>										
Term Deposit 79897		102,056.70		1,121.67		(103,178.37)			0.00	0.00
		<b>102,056.70</b>		<b>1,121.67</b>		<b>(103,178.37)</b>			<b>0.00</b>	<b>0.00</b>
<b>Real Estate Properties (Australian - Non Residential)</b>										
4/344Geebung - 4/344 Bilsen Road, Geebung QLD, Australia			1.00	423,019.43		(15,000.00)	0.00	1.00	408,019.43	390,000.00
				<b>423,019.43</b>		<b>(15,000.00)</b>	<b>0.00</b>		<b>408,019.43</b>	<b>390,000.00</b>
<b>Shares in Listed Companies (Australian)</b>										
AMP.AX - AMP Limited	3,527.00	21,820.63						3,527.00	21,820.63	3,967.88
BSL.AX - Bluescope Steel Limited	1,023.00	20,436.96						1,023.00	20,436.96	22,465.08
COL.AX - Coles Group Limited.	372.00	4,034.58						372.00	4,034.58	6,357.48
CBA.AX - Commonwealth Bank Of Australia.	2,326.00	127,944.70						2,326.00	127,944.70	232,297.62

Nucifora Super Fund (Qld) Pty Ltd A/T Nucifora Superannuation Fund

# Investment Movement Report

As at 30 June 2021

Investment	Opening Balance		Additions		Disposals			Closing Balance		
	Units	Cost	Units	Cost	Units	Cost	Accounting Profit/(Loss)	Units	Cost	Market Value
ERA.AX - Energy Resources Of Australia Limited	2,715.00	22,965.27						2,715.00	22,965.27	705.90
MPL.AX - Medibank Private Limited	3,521.00	7,042.00						3,521.00	7,042.00	11,126.36
NAB.AX - National Australia Bank Limited	1,602.00	47,352.04						1,602.00	47,352.04	42,004.44
ORG.AX - Origin Energy Limited	2,030.00	28,835.33	100.00	462.25				2,130.00	29,297.58	9,606.30
RIO.AX - RIO Tinto Limited	522.00	35,776.67						522.00	35,776.67	66,106.08
STO.AX - Santos Limited	15.00	192.94						15.00	192.94	106.35
SUN.AX - Suncorp Group Limited	2,494.00	34,578.66						2,494.00	34,578.66	27,708.34
SDL.AX - Sundance Resources Limited	138,000.00	80,920.44			(138,000.00)	(80,920.44)	(80,920.44)		0.00	
TAH.AX - Tabcorp Holdings Limited	2,960.00	8,713.45						2,960.00	8,713.45	15,332.80
TAHRA.AX - Tabcorp Holdings Limited			270.00		(270.00)	0.00	16.20		0.00	
TLS.AX - Telstra Corporation Limited.	550.00	2,387.00	29.00	86.75				579.00	2,473.75	2,177.04
WES.AX - Wesfarmers Limited	403.00	11,027.95						403.00	11,027.95	23,817.30

Nucifora Super Fund (Qld) Pty Ltd A/T Nucifora Superannuation Fund

# Investment Movement Report

As at 30 June 2021

Investment	Opening Balance		Additions		Disposals			Closing Balance		
	Units	Cost	Units	Cost	Units	Cost	Accounting Profit/(Loss)	Units	Cost	Market Value
WBC.AX - Westpac Banking Corporation	4,804.00	119,279.62						4,804.00	119,279.62	123,991.24
WPL.AX - Woodside Petroleum Limited	490.00	21,129.92						490.00	21,129.92	10,882.90
		<b>594,438.16</b>		<b>549.00</b>		<b>(80,920.44)</b>	<b>(80,904.24)</b>		<b>514,066.72</b>	<b>598,653.11</b>
<b>Shares in Listed Companies (Overseas)</b>										
VUK.AX - Virgin Money Uk Plc	373.00	1,495.73						373.00	1,495.73	1,372.64
		<b>1,495.73</b>							<b>1,495.73</b>	<b>1,372.64</b>
	<b>1,147,201.02</b>		<b>1,214,532.97</b>		<b>(1,227,399.45)</b>		<b>(80,904.24)</b>		<b>1,134,334.54</b>	<b>1,200,778.41</b>

Date: 17/08/2021

Dear Sir/Madam,

Thank you for your enquiry and below is the account balance(s) of your portfolio as of close of business on: 30/06/2021

**AMP LIMITED  
AMP FULLY PAID ORDINARY SHARES**

<b>Name</b>	<b>Share Type</b>	<b>Register</b>	<b>Quantity</b>
NUCIFORA SUPER FUND (QLD) CHESS Sponsored PTY LTD <NUCIFORA SUPER FUND> X*****1547		NSW	3527
		<b>Total</b>	<b>3527</b>

Sincerely,

Computershare

**Only Computershare managed holdings are listed.**



## Balance History

 Currency Australian Dollar

&lt;&lt; View: BSL, X\*\*\*\*\*1547 (NUCIFORA SUPER FUND (QLD) PTY LTD &lt;NUCIFORA SUPER FUND A/C&gt;)

 Balance as at date (dd/mm/yyyy) 30/06/2021

 Displaying Balance History as at **30 Jun 2021**

HIN/SRN EMP ID	Security Code	Closing Price (AUD)	Total Balance	Tradeable Balance	Total Value (AUD)
<a href="#">X*****1547</a>	<a href="#">BSL</a>	21.96	1,023	1,023	22,465.08

Viewing 1 - 1 of 1

Total Value: \$ 22,465.08

 Ask us now 

## Balance History

 Currency Australian Dollar

&lt;&lt; View: CBA, X\*\*\*\*\*1547 (NUCIFORA SUPER FUND (QLD) PTY LTD &lt;NUCIFORA SUPER FUND A/C&gt;)

 Balance as at date (dd/mm/yyyy) 30/06/2021

 Displaying Balance History as at **30 Jun 2021**

HIN/SRN EMP ID	Security Code	Closing Price (AUD)	Total Balance	Tradeable Balance	Total Value (AUD)
<a href="#">X*****1547</a>	<a href="#">CBA</a>	99.87	2,326	2,326	232,297.62

Viewing 1 - 1 of 1

Total Value: \$ 232,297.62

Chat **Feedback** s Limited

Type your message... Send

Date: 17/08/2021

Dear Sir/Madam,

Thank you for your enquiry and below is the account balance(s) of your portfolio as of close of business on: 30/06/2021

**COLES GROUP LIMITED  
COL FULLY PAID ORDINARY SHARES**

<b>Name</b>	<b>Share Type</b>	<b>Register</b>	<b>Quantity</b>
NUCIFORA SUPER FUND (QLD) PTY LTD <NUCIFORA SUPER FUND> I*****0693	Issuer Sponsored	VIC	372
<b>Total</b>			<b>372</b>

Sincerely,  
Computershare

**Only Computershare managed holdings are listed.**

Date: 17/08/2021

Dear Sir/Madam,

Thank you for your enquiry and below is the account balance(s) of your portfolio as of close of business on: 30/06/2021

**MEDIBANK PRIVATE LIMITED  
MPL ORDINARY FULLY PAID SHARES**

<b>Name</b>	<b>Share Type</b>	<b>Register</b>	<b>Quantity</b>
NUCIFORA SUPER FUND (QLD) PTY LTD <NUCIFORA SUPER FUND> I*****8268	Issuer Sponsored	VIC	3521
<b>Total</b>			<b>3521</b>

Sincerely,  
Computershare

**Only Computershare managed holdings are listed.**

Date: 17/08/2021

Dear Sir/Madam,

Thank you for your enquiry and below is the account balance(s) of your portfolio as of close of business on: 30/06/2021

**NATIONAL AUSTRALIA BANK LIMITED  
NAB ORDINARY FULLY PAID SHARES**

<b>Name</b>	<b>Share Type</b>	<b>Register</b>	<b>Quantity</b>
NUCIFORA SUPER FUND (QLD) CHESS Sponsored PTY LTD <NUCIFORA SUPER FUND> X*****1547		VIC	1602
		<b>Total</b>	<b>1602</b>

Sincerely,

Computershare

**Only Computershare managed holdings are listed.**



RioTinto

Rio Tinto Limited  
ABN 96 004 458 404

┌ 000166 000 RIO



NUCIFORA SUPER FUND (QLD) PTY  
LTD  
<NUCIFORA SUPER FUND A/C>  
9 DAWNETA COURT  
WARNER QLD 4500

## Update your information:



### Online:

[www.investorcentre.com/rio](http://www.investorcentre.com/rio)



### By Mail:

Computershare Investor Services Pty Limited  
GPO Box 2975 Melbourne  
Victoria 3001 Australia

## Enquiries:

(within Australia) 1800 813 292  
(international) +61 3 9415 4030

## Holder Identification Number (HIN)

**HIN WITHHELD**

ASX Code

RIO

Payment Date

9 October 2020

## Dividend reinvestment plan - Residual balance payment advice

Dear shareholder,

We have pleasure in making a payment of the cash balance retained in your Rio Tinto Limited Dividend Reinvestment Plan participant's account.

This balance represents an amount from previous dividend payments that was insufficient for the purchase of one share. It is being paid to you due to your withdrawal from the Plan, disposal of your shareholding in Rio Tinto Limited or changing your shareholding from an Issuer sponsored holding to a CHESS/Broker sponsored holding.

As the payment is the balance of your previous dividend payments **it is not taxable**.

Computershare Investor Services

## Your Payment Instruction

ANZ

BSB: 014-209 Account number: XXXXXXX42

Amount Deposited

**AUD\$47.85**

If payment cannot be made to the above instruction, a cheque will be forwarded to your registered address.

Date: 17/08/2021

Dear Sir/Madam,

Thank you for your enquiry and below is the account balance(s) of your portfolio as of close of business on: 30/06/2021

**RIO TINTO LIMITED  
RIO ORDINARY FULLY PAID SHARES**

<b>Name</b>	<b>Share Type</b>	<b>Register</b>	<b>Quantity</b>
NUCIFORA SUPER FUND (QLD) CHESS Sponsored PTY LTD <NUCIFORA SUPER FUND> X*****1547		VIC	522
		<b>Total</b>	<b>522</b>

Sincerely,

Computershare

**Only Computershare managed holdings are listed.**



## Balance History

 Currency Australian Dollar

&lt;&lt; View: SUN, X\*\*\*\*\*1547 (NUCIFORA SUPER FUND (QLD) PTY LTD &lt;NUCIFORA SUPER FUND A/C&gt;)

 Balance as at date (dd/mm/yyyy) 30/06/2021

 Displaying Balance History as at **30 Jun 2021**

HIN/SRN EMP ID	Security Code	Closing Price (AUD)	Total Balance	Tradeable Balance	Total Value (AUD)
<a href="#">X*****1547</a>	<a href="#">SUN</a>	11.11	2,494	2,494	27,708.34

Viewing 1 - 1 of 1

Total Value: \$ 27,708.34

Chat **Feedback** s Limited

Type your message... Send

Date: 17/08/2021

Dear Sir/Madam,

Thank you for your enquiry and below is the account balance(s) of your portfolio as of close of business on: 30/06/2021

**WESFARMERS LIMITED  
WES ORDINARY FULLY PAID SHARES**

<b>Name</b>	<b>Share Type</b>	<b>Register</b>	<b>Quantity</b>
NUCIFORA SUPER FUND (QLD) Issuer Sponsored PTY LTD <NUCIFORA SUPER FUND> I*****7577		WA	403
		<b>Total</b>	<b>403</b>

Sincerely,

Computershare

**Only Computershare managed holdings are listed.**

Date: 17/08/2021

Dear Sir/Madam,

Thank you for your enquiry and below is the account balance(s) of your portfolio as of close of business on: 30/06/2021

**WOODSIDE PETROLEUM LTD  
WPL ORDINARY FULLY PAID SHARES**

<b>Name</b>	<b>Share Type</b>	<b>Register</b>	<b>Quantity</b>
NUCIFORA SUPER FUND (QLD) CHESS Sponsored PTY LTD <NUCIFORA SUPER FUND> X*****1547		WA	490
		<b>Total</b>	<b>490</b>

Sincerely,

Computershare

**Only Computershare managed holdings are listed.**

# 77700 - Shares in Listed Companies (Overseas)

2021 Financial Year

Preparer Sam Greco

Reviewer Sam Greco

Status Ready for Review

Account Code	Description	CY Units	CY Balance	LY Units	LY Balance	Change
VUK.AX	Virgin Money Uk Plc	373.000000	\$617.32	373.000000	\$617.32	0%
<b>TOTAL</b>		<b>CY Units</b>	<b>CY Balance</b>	<b>LY Units</b>	<b>LY Balance</b>	
		373.000000	\$617.32	373.000000	\$617.32	

## Supporting Documents

◦ Investment Movement Report [Report](#)

## Standard Checklist

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

Nucifora Super Fund (Qld) Pty Ltd A/T Nucifora Superannuation Fund

# Investment Movement Report

As at 30 June 2021

Investment	Opening Balance		Additions		Disposals			Closing Balance		
	Units	Cost	Units	Cost	Units	Cost	Accounting Profit/(Loss)	Units	Cost	Market Value
<b>Bank Accounts</b>										
ANZ Business Online Saver		445,626.71		142,206.37		(554,155.41)			33,677.67	33,677.67
ANZ Business Premium Saver		3,583.72		647,636.50		(474,145.23)			177,074.99	177,074.99
		<b>449,210.43</b>		<b>789,842.87</b>		<b>(1,028,300.64)</b>			<b>210,752.66</b>	<b>210,752.66</b>
<b>Term Deposits</b>										
Term Deposit 79897		102,056.70		1,121.67		(103,178.37)			0.00	0.00
		<b>102,056.70</b>		<b>1,121.67</b>		<b>(103,178.37)</b>			<b>0.00</b>	<b>0.00</b>
<b>Real Estate Properties (Australian - Non Residential)</b>										
4/344Geebung - 4/344 Bilsen Road, Geebung QLD, Australia			1.00	423,019.43		(15,000.00)	0.00	1.00	408,019.43	390,000.00
				<b>423,019.43</b>		<b>(15,000.00)</b>	<b>0.00</b>		<b>408,019.43</b>	<b>390,000.00</b>
<b>Shares in Listed Companies (Australian)</b>										
AMP.AX - AMP Limited	3,527.00	21,820.63						3,527.00	21,820.63	3,967.88
BSL.AX - Bluescope Steel Limited	1,023.00	20,436.96						1,023.00	20,436.96	22,465.08
COL.AX - Coles Group Limited.	372.00	4,034.58						372.00	4,034.58	6,357.48
CBA.AX - Commonwealth Bank Of Australia.	2,326.00	127,944.70						2,326.00	127,944.70	232,297.62

Nucifora Super Fund (Qld) Pty Ltd A/T Nucifora Superannuation Fund

# Investment Movement Report

As at 30 June 2021

Investment	Opening Balance		Additions		Disposals			Closing Balance		
	Units	Cost	Units	Cost	Units	Cost	Accounting Profit/(Loss)	Units	Cost	Market Value
ERA.AX - Energy Resources Of Australia Limited	2,715.00	22,965.27						2,715.00	22,965.27	705.90
MPL.AX - Medibank Private Limited	3,521.00	7,042.00						3,521.00	7,042.00	11,126.36
NAB.AX - National Australia Bank Limited	1,602.00	47,352.04						1,602.00	47,352.04	42,004.44
ORG.AX - Origin Energy Limited	2,030.00	28,835.33	100.00	462.25				2,130.00	29,297.58	9,606.30
RIO.AX - RIO Tinto Limited	522.00	35,776.67						522.00	35,776.67	66,106.08
STO.AX - Santos Limited	15.00	192.94						15.00	192.94	106.35
SUN.AX - Suncorp Group Limited	2,494.00	34,578.66						2,494.00	34,578.66	27,708.34
SDL.AX - Sundance Resources Limited	138,000.00	80,920.44			(138,000.00)	(80,920.44)	(80,920.44)		0.00	
TAH.AX - Tabcorp Holdings Limited	2,960.00	8,713.45						2,960.00	8,713.45	15,332.80
TAHRA.AX - Tabcorp Holdings Limited			270.00		(270.00)	0.00	16.20		0.00	
TLS.AX - Telstra Corporation Limited.	550.00	2,387.00	29.00	86.75				579.00	2,473.75	2,177.04
WES.AX - Wesfarmers Limited	403.00	11,027.95						403.00	11,027.95	23,817.30



**Nucifora Super Fund (Qld) Pty Ltd A/T Nucifora Superannuation Fund**  
**Investment Movement Report**

As at 30 June 2021

Investment	Opening Balance		Additions		Disposals			Closing Balance		
	Units	Cost	Units	Cost	Units	Cost	Accounting Profit/(Loss)	Units	Cost	Market Value
WBC.AX - Westpac Banking Corporation	4,804.00	119,279.62						4,804.00	119,279.62	123,991.24
WPL.AX - Woodside Petroleum Limited	490.00	21,129.92						490.00	21,129.92	10,882.90
		<b>594,438.16</b>		<b>549.00</b>		<b>(80,920.44)</b>	<b>(80,904.24)</b>		<b>514,066.72</b>	<b>598,653.11</b>
<b>Shares in Listed Companies (Overseas)</b>										
VUK.AX - Virgin Money Uk Plc	373.00	1,495.73						373.00	1,495.73	1,372.64
		<b>1,495.73</b>							<b>1,495.73</b>	<b>1,372.64</b>
	<b>1,147,201.02</b>		<b>1,214,532.97</b>		<b>(1,227,399.45)</b>		<b>(80,904.24)</b>		<b>1,134,334.54</b>	<b>1,200,778.41</b>

# 83000 - Investment Liabilities

2021 Financial Year

Preparer Sam Greco

Reviewer Sam Greco

Status Ready for Review

Account Code	Description	CY Balance	LY Balance	Change
4/344Geebung	Bond - Tenant 4/344 Bilsen Road	(\$4,950.00)		100%
<b>TOTAL</b>		<b>CY Balance</b>	<b>LY Balance</b>	
		(\$4,950.00)		

## Supporting Documents

- General Ledger [Report](#)
- Real Estate Lease letter.pdf [4/344Geebung](#)
- Lease Letter.pdf [4/344Geebung](#)
- Lease Document.pdf [4/344Geebung](#)

## Standard Checklist

- Attach all source documentation and confirmations of Liability

# Nucifora Super Fund (Qld) Pty Ltd A/T Nucifora Superannuation Fund

## General Ledger

As at 30 June 2021

Transaction Date	Description	Units	Debit	Credit	Balance \$
<b>Investment Liabilities (83000)</b>					
<u>Bond - Tenant 4/344 Bilsen Road (4/344Geebung)</u>					
16/10/2020	TRANSFER FROM BANK OF QLD re 4/344 BILSEN Deposit & Bond Received \$9900, Less Commission (for lease of property) paid to Raine & Horne Commercial \$5571.50 (including Admin Fee \$110)			4,950.00	4,950.00 CR
				<b>4,950.00</b>	<b>4,950.00 CR</b>

**Total Debits: 0.00**

**Total Credits: 4,950.00**

16 October 2020

Nucifora Super Fund (QLD) Pty Ltd  
9 Dawneta Ct  
WARNER Q 4500

Dear Mr Nucifora

**Re: Lease – 4/344 Bilsen Road, Geebung**  
**To: DOLPHIN MOTORS PTY LTD**

As the above lease has been finalised, please find attached a copy of our Trust Account statement.

We have transferred the balance of the deposit/bond in the amount of \$4,328.50 to your nominated bank account.

We have been pleased to be of assistance with this lease and hope you have found our services courteous and efficient.

Thank you for using Raine & Horne Commercial Brisbane North. We look forward to being of service to you in the future should you require assistance in any Commercial Real Estate matters.

Yours faithfully  
**RAINE & HORNE COMMERCIAL**  
Brisbane North



Lyn Cusick  
Executive Assistant

## Owner Ledger

**Raine & Horne<sup>®</sup>**  
**Commercial****Tonetwo Pty Ltd t/as Raine & Horne Commercial**  
**Brisbane North**

ABN: 99 125 932 578

Licensee: Trent Bruce

6/87 Webster Road, Stafford Qld 4053

PO Box 166, Kedron Qld 4031

P 07 3352 8900

F 07 3352 8999

E [info@rhcommercial.com](mailto:info@rhcommercial.com)

4 / 344 Bilsen Road Geebung

Printed: 16/10/2020

Added	Trans Date	Trans#	Receipt#	Ref#	Withdraw	Deposit	Balance
13/10/2020	12/10/2020	638406	561	DEP/BOND	0.00	9,900.00	9,900.00
		Deposit: Deposit \$4,950 + Bond \$4,950 (From: Dolphin Motors Pty Ltd)					
16/10/2020	16/10/2020	650139		ADMIN FEE	110.00	0.00	9,790.00
		Deposit: Administration Fee per PO Form 6 \$100 + GST Bank Details: BSB: 124-021 Acc# 20508715 Name: Tonetwo Pty Ltd (To: General Account)					
16/10/2020	16/10/2020	650151		4/344BilsenRoadGee	5,461.50	0.00	4,328.50
		Payout Commission to office (To: General Account)					
16/10/2020	16/10/2020	650152		4/344BilsenRoadGee	4,328.50	0.00	0.00
		Payout Monies to Vendor (To: Nucifora Super Fund (QLD) Pty Ltd ATF Nucifora Superannuation Fund)					

6/87 Webster Road, STAFFORD, QLD, 4053  
 (PO Box 166, KEDRON, QLD, 4031)  
 Phone (07) 3352 8900  
 Fax (07) 3352 8999

TONETWO PTY LTD  
 A.B.N.: 99 125 932 578

**Tax Invoice To:**

Nucifora Super Fund (QLD) Pty Ltd  
 ATF Nucifora Superannuation Fund  
 9 Downeta Ct

Invoice #: 00011856

Date: 16/10/2020

WARNER Q 4500

TERMS 7 Days

DESCRIPTION	AMOUNT
Property: 4/344 Bilsen Road, Geebung	\$5,461.50
Commission for lease of property to Dolphin Motors Pty Ltd 15% of first years gross lease of \$27,000 net + \$6,100 o/g = \$4,965 + GST	
Administration Fee per PO Form 6 \$100 + GST	\$110.00

PLEASE MAKE CHEQUE PAYABLE TO RAINE & HORNE COMMERCIAL BRISBANE NORTH	GST:	\$506.50
	Payments/Credits:	\$5,571.50
	<b>Balance Due:</b>	<b>\$0.00</b>

***Please return this portion with your payment.***

Nucifora Super Fund (QLD) Pty Ltd  
 ATF Nucifora Superannuation Fund  
 9 Downeta Ct

Invoice #: 00011856

**Balance Due: \$0.00**

Amount

\$

EFT DETAILS  
 Bank of Qld  
 BSB: 124021 Account: 20508715  
  
 PLEASE INCLUDE INVOICE NUMBER ON DEPOSIT DETAILS

WE ACCEPT CREDIT CARD PAYMENTS  
 for Visa, Mastercard and AMEX  
  
 Please note, Visa & Mastercard payment attract 2% surcharge and  
 AMEX payments attract 2.75% surcharge  
  
 Please call 07 3352 8900 to arrange your payment



Y5K27GBKX8-TP06

## Pay Anyone Payment Requested

Receipt Number	17890058
Account Number	20508727
Account Type	Tonetwo Trust Account
Payee Name	Nucifora Super Fund
Payee BSB	014209
Payee Account Number	456900656
Payee Account Name	Nucifora Super Fund (QLD)
Payee Reference	4/344 Bilsen Road
Payment Amount	\$4,328.50
Payment Frequency	Once Only
Payment Date	16/10/2020

Your payment has been processed.  
Click "Print" to print a receipt without displaying the account balance.



# SMITH & STANTON

L A W Y E R S  
ABN 77 155 257 293

Your Ref:

Our Ref: LAW:ADH:2012044

20 October 2020

The Directors  
Nucifora Super Fund (QLD) Pty Ltd  
**By email: [j.nucifora@optusnet.com.au](mailto:j.nucifora@optusnet.com.au)**

Dear Janelle,

**RE: NUCIFORA SUPER FUND (QLD) PTY LTD LEASE TO DOLPHIN MOTORS PTY LTD  
PREMISES: 4 / 344 BILSEN ROAD, GEEBUNG**

We attach the signed copy of the Lease. We note that the Tenant has paid the deposit in the amount of \$4,950.00 to Raine & Horne Commercial Brisbane North Trust Account. The Tenant has also paid the cash bond of \$4,950.00 to Raine & Horne and supplied the certificate of currency for the insurance required under the Lease to the Agent. The Agent will account to you for bond and the balance of the deposit (less their lease fee).

The Tenant has paid our tax invoice for preparation of the Lease.

We will now hold the original signed copy of the Lease in safe custody on your behalf. We note that the Lease expires on 14 October 2022 and there is a one year option. The tenant must give notice of its intention to exercise the option not later than 14 July 2020.

As this completes our action in the matter, we will now close our file. We thank you for your instructions.

Yours faithfully,



*Leslie Wood*  
Lawyer

**SMITH & STANTON.**

Direct Phone: 3863 9330

Direct email: [lwood@smithstanton.com.au](mailto:lwood@smithstanton.com.au)

Dealing Number



OFFICE USE ONLY

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<b>1. Lessor</b> NUCIFORA SUPER FUND (QLD) PTY LTD ACN 606 197 737 AS TRUSTEE UNDER INSTRUMENT NO 720325789	<b>Lodger</b> (Name, address, E-mail & phone number) SMITH & STANTON LAWYERS PO Box 41 Aspley QLD 4034 Ph. 3263 4244 E: msmith@smithstanton.com.au	<b>Lodger Code</b> BE291A
---	--	------------------------------

<b>2. Lot on Plan Description</b> LOT 4 ON SP283363	<b>Title Reference</b> 51083113
--	------------------------------------

<b>3. Lessee</b>	Given names	Surname/Company name and number	(include tenancy if more than one)
		DOLPHIN MOTORS PTY LTD ACN 624 160 827	

**4. Interest being leased**  
FEE SIMPLE

**5. Description of premises being leased**  
THE WHOLE OF THE LOT

**6. Term of lease**  
Commencement date/event: 15/10/2020  
Expiry date: 14/10/2022 and/or Event:  
#Options: 1 x 1 Year  
#Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)

**7. Rental/Consideration**  
See Reference Schedule

**8. Grant/Execution**

The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in: - \*the attached schedule; \*~~the attached schedule and document no. \_\_\_\_\_~~; \*document no. \_\_\_\_\_; \*Option in registered Lease no. \_\_\_\_\_ has not been exercised.

\* delete if not applicable

**Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994**

..... Signature  
..... full name  
..... qualification

NUCIFORA SUPER FUND (QLD) PTY LTD  
ACN 606 197 737

Director.....

Director.....   
Lessor's Signature

**Witnessing Officer**

15/10/20

Execution Date

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

**9. Acceptance**

The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

..... signature  
..... full name  
..... qualification

DOLPHIN MOTORS PTY LTD ACN 624  
160 827

Sole Director.....   
Lessee's Signature

**Witnessing Officer**

15/10/2020

Execution Date

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

**Title Reference 51083113**

This page and the following pages comprise the schedule referred to in Item 8 of the Form 7 Lease between the Landlord and the Tenant named below.

Item 1	<b>Landlord</b> Address Email	NUCIFORA SUPER FUND (QLD) PTY LTD ACN 606 197 737 PO Box 244, Albany Creek, 4035 j.nucifora@optusnet.com.au
Item 2	<b>Tenant</b> Address Email	DOLPHIN MOTORS PTY LTD ACN 624 160 827 27 / 344 Bilsen Road, Geebung QLD 4034 garydolphin73@gmail.com
Item 3	<b>Leased Premises</b> [clause 1.2]	Unit 4 344 Bilsen Road, Geebung
Item 4	<b>Term</b> [clause 3]	2 Years
Item 5	<b>Option to Renew</b> [clause 16]	1 years commencing 14/10/2022 and expiring 13/10/2023
Item 6	<b>Rent</b> [clause 4.1(1)]	\$ 27,000.00 per annum plus GST plus for the first year of the Lease
Item 7	<b>Rent Review Dates</b> [clause 4.2]	Each anniversary of the Commencement Date except for any Market Review Date
Item 8	<b>Method of Review</b> [clauses 4.2 – 4.4]	4% or CPI whichever is greater
Item 9	<b>Market Review Dates</b> [clause 4.5]	The first day of any renewed term
Item 10	<b>Proportion of Outgoings</b> [clause 5.1(2)]	100%
Item 11	<b>Use of Premises</b> [clause 6.1]	Business, workshop and motorcycle repair and build
Item 12	<b>Cash Bond / Bank Guarantee</b> [clause 17.1]	\$4,950.00
Item 13	<b>Guarantor</b> [clause 18]	GARY ROBERT DOLPHIN of Unit 4, 1422 Sandgate Road, Nundah QLD 4012

Title Reference 51083113

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**Title Reference 51083113**

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1. DICTIONARY

1.1 Words in the Reference Schedule have the meaning opposite them.

1.2 The following words have the following meaning, unless they are inconsistent with the context –

- (1) **"Air Conditioning Equipment"** means the plant, cooling towers, compressors, electrical installation, duct work, diffusers and other associated equipment used for the manufacture and reticulation of conditioned air throughout the Premises and includes all mechanical ventilation.
- (2) **"Automatic Door Equipment"** means any pneumatic, sliding, roller or motorised door and includes all electric motors used for lifting and closing doors and any other lifting gear installed for this purpose.
- (3) **"Bank Guarantee"** means an unconditional undertaking by a bank given in support of the Tenant or any related body corporate (as defined in the *Corporations Act 2001*), to pay on demand the amount specified in Item 12 of the Reference Schedule. The Bank Guarantee includes any replacement or addition to the Bank Guarantee, and must remain current until 3 months after the Expiry Date.
- (4) **"Body Corporate"** means the Body Corporate of the Community Titles Scheme of which the Premises forms part.
- (5) **"Cash Bond"** means the cash deposit described in Item 12 of the Reference Schedule.
- (6) **"Claim"** or **"Claims"** means claim, liability, loss, damage, litigation, accident, injury costs, and expenses.
- (7) **"Commencement Date"** means the commencement date referred to in Item 6 of the Form 7 or if the Commencement Date is amended, the amended Commencement Date.
- (8) **"Common Property"** has the same meaning as that term is defined in the *Body Corporate & Community Management Act 1997*.
- (9) **"Confidential Information"** means all information about this Lease including the Term, Rent, Outgoings, incentives, any special conditions, securities and bonds and the subject matter and contents of any negotiations between the Landlord and the Tenant prior to the Commencement Date.
- (10) **"Default Rate"** means 10 percent per annum.
- (11) **"Expiry Date"** means the expiry date referred to in Item 6 of the Form 7 or, if the Lease is renewed, the last day of any renewed term.
- (12) **"Financial Year"** means in any year from 1 July to 30 June.
- (13) **"Form 7"** is the first page of this document.
- (14) **"Insolvent"** means the Tenant or any Guarantor enters into liquidation, or if a natural person, becomes bankrupt or being made the subject of an arrangement under Part IX or Part X of the *Bankruptcy Act 1966*.
- (15) **"Invitee"** means any person who enters the Lot to use, enjoy or supply the goods, services and facilities provided by the Tenant. The expression includes any contractor to, or person under the control or supervision, of the Tenant.
- (16) **"Landlord"** includes in the case of a natural person, his or her personal representatives and permitted assigns, and in the case of a company, its successors and assigns.
- (17) **"Landlord's Fixtures"** means the property owned by the Landlord and installed in the Lot, including –
  - (a) Air Conditioning Equipment;
  - (b) partitions;
  - (c) ceilings;
  - (d) electrical fittings and equipment;
  - (e) water mains and tanks;
  - (f) fire service mains and sprinklers;
  - (g) floor coverings;
  - (h) Automatic Door Equipment;
  - (i) fencing and gates, car stops and barriers;
  - (j) any equipment, fixtures or fittings which the Landlord has agreed to install for the Tenant and for which the Landlord has not been paid;
  - (k) generally, all hydrants, stop cocks, fire hoses, security and alarm systems, fire prevention and extinguishing equipment, toilets, showers, grease traps, water apparatus, wash basins and hot water systems.

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- (18) "**Lease**" means the Form 7 signed by the Landlord and the Tenant and includes the Reference Schedule and the Form 20 Schedule and any renewal of this Lease and any holding over under this Lease.
- (19) "**Lot**" means the Lot described in Item 2 of the Form 7 and includes the Landlord's Fixtures.
- (20) "**Method of Review**" means the method used to determine the new Rent following a Rent Review Date in accordance with clause 4.2(1).
- (21) "**Outgoings**" means the Landlord's reasonable expenses directly attributable to the operation, maintenance or repair of the Lot and the Landlord's Fixtures and charges, levies, premiums, rates or taxes payable by the Landlord as owner of the Lot, including—
- (a) rates, charges, land tax, environmental or other taxes (excluding capital gains tax and income tax); assessments and fees paid to any Statutory Authority;
  - (b) utilities, such as the supply of sewerage and water and garbage and waste removal services;
  - (c) water consumption charges;
  - (d) the provision of insurance cover for the Lot, including strata title cover and loss of Rent;
  - (e) repairing and maintaining the Lot and the Landlord's Fixtures, but not structural and major repairs or renovations of a capital nature;
  - (f) Body Corporate levies
  - (g) Pest control in the event of infestation of rodents, ants, birds, vermin or insects;
  - (h) lighting and securing the Lot;
  - (i) Any professional fees incurred in providing statements of Outgoings;
  - (j) generally any costs incurred by the Landlord in managing and maintaining the Lot and the Landlord's Fixtures, excluding capital expenses.
- (22) "**Permitted Use**" means the use described in Item 11 of the Reference Schedule.
- (23) "**PPSA**" means Personal Property Securities Act 2009 (Cwlth).
- (24) "**Premises**" or "**Leased Premises**" means the Lot.
- (25) "**Reference Schedule**" is the page immediately following the Form 7.
- (26) "**Rent**" means the rent specified in Item 6 of the Reference Schedule as reviewed from time to time.
- (27) "**Rent Review Date**" means the dates shown in Item 7 of the Reference Schedule on which the Rent will be reviewed in accordance with the Method of Review shown in Item 8 of the Reference Schedule.
- (28) "**Rules**" means processes or procedures which are imposed by the Landlord to regulate —
- (a) the use, safety, care and cleanliness of the Common Property or the Lot and the Landlord's Fixtures;
  - (b) the comfort and health of persons using the Common Property or the Lot and the Landlord's Fixtures, or persons in the vicinity;
  - (c) the appearance of the Common Property or the Lot and the Landlord's Fixtures;
  - (d) the operating hours of the Lot;
  - (e) security; and
  - (f) car parking and access to the Lot.
- (29) "**Security Interest**" means a security interest registered under the PPSA.
- (30) "**Services**" means all utilities and services connected to and servicing the Premises.
- (31) "**Statutory Authority**" means a Government or semi-Government body which is established or empowered by Statute.
- (32) "**Tenant**" includes in the case of a natural person, his or her personal representatives and assigns, and in the case of a company, its successors and assigns.
- (33) "**Tenant's Property**" means all of the Tenant's fixtures, fittings, plant, equipment, stock, chattels and other property which is in the Premises and which is not owned by the Landlord.
- (34) "**Tenant's Operating Expenses**" means all of the expenses (irrespective of whether they are charged to the Landlord or Tenant) which are incurred as a result of the Tenant carrying on its business including but not limited to telephone and internet data, electricity, gas, water consumption, garbage and waste removal, costs of running the Air Conditioning Equipment, pest control, security services and fire prevention charges.



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- (35) "Term" means the period of time specified in Item 4 of the Reference Schedule.
- (36) "Valuation Criteria" means –
- (a) Having regard to –
    - (i) the current market rent at the relevant Review Date in respect of any new lettings of any comparable premises in the vicinity, even if owned by the Landlord;
    - (ii) the Term of the new Lease and whether or not there are any further market reviews during the Term;
    - (iii) the rent paid under any Sub Lease of the Premises;
    - (iv) the Permitted Use;
    - (v) the terms of this Lease;
    - (vi) any fixed improvements made by the Landlord or Tenant during the Term; and
    - (vii) any other matter which may be relevant to the determination, unless excluded below
  - (b) but disregarding –
    - (i) any period of rent abatement or reduction or other incentive commonly in use or actually used in comparable leases or actually used in this Lease or generally offered;
    - (ii) any breach by the Tenant which may adversely affect the condition or rental value of the Premises;
    - (iii) any alterations made to the Premises by the Tenant which may adversely affect the condition or rental value of the Premises;
    - (iv) the fact that part of the Term has elapsed;
    - (v) any commission or fee payable to any person;
    - (vi) the value of any goodwill attributable to the Tenant's business or any Tenant's Property, except to the extent that the Landlord may have contributed to them.
- (37) "Valuer" means a fellow or an associate of the Australian Property Institute (Inc) Queensland Division who has at least five years' experience as a Valuer in valuing property similar to the Premises and who is active in the relevant market at the time of the appointment.

**2. HOW TO INTERPRET THIS LEASE**

- 2.1 A Table of Contents and paragraph headings have been included for ease of reference. They are intended only as a guide.
- 2.2 Reference to the Premises includes any part of the Premises.
- 2.3 References to single number and to any gender include the plural number and other genders.
- 2.4 References to any Act, Statute or Law include amendments or replacements of them and Proclamations, Rules, Regulations, Orders and Notices issued under them.
- 2.5 If there is more than one Tenant, any liabilities are joint and several.
- 2.6 If any area of the Premises is to be measured, the method of measurement shall be that used by the Building Owners and Managers Association of Australia Limited at the time of measurement.
- 2.7 If any clause in this Lease requires the Landlord to give its consent or approval, that consent or approval must not be unreasonably withheld.
- 2.8 Any notice or direction required to be given by one party to another must be in writing.
- 2.9 The following subclauses refer to the calculation of Outgoings (if applicable) and other payments under this Lease –
- (1) where any Outgoing is not separately assessed on the Lot, or is assessed on the Lot and other property owned by the Landlord, the Outgoing charged to the Premises shall be calculated in accordance with the following formula-  
$$\frac{UV \times \text{Total Assessment}}{TUV}$$

where

UV is the relevant Statutory Authority's unimproved value of the Lot; and

TUV is the Statutory Authority's total unimproved value of all land owned by the Landlord.
  - (2) if the method of calculation of any Outgoing is found to be void or unenforceable for any reason, then the Outgoing will be calculated and charged by any other method which has not been found to be void or unenforceable;
  - (3) if any clause in this Lease, or method of calculation of any payment under this Lease is found to be void or

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unenforceable for any reason, that clause will be struck from the Lease or that method of calculation will no longer be used, and the remaining clauses of this Lease will continue to apply.

- 2.10 Where this Lease refers to payment of Rent and the Landlord's tax invoices include Outgoings, the Tenant's obligation to pay Rent includes the obligation to pay Outgoings at the same time.

**3. TERM OF LEASE AND HOLDING OVER AT END OF LEASE**

**3.1 Lease of Premises**

The Landlord leases the Premises to the Tenant for the Term, subject to the provisions of this Lease.

**3.2 Use of Landlord's Fixtures**

The Landlord grants the Tenant a licence to use the Landlord's Fixtures whilst the Tenant occupies the Premises with the Landlord's consent. For the avoidance of doubt, nothing in this document grants the Tenant a lease over the Landlord's Fixtures and the Tenant is prohibited from giving any Security Interest over the Landlord's Fixtures.

**3.3 Holding Over**

If, after the Term has ended, the Tenant continues to occupy the Premises with the Landlord's consent –

- (1) the Tenant occupies the Premises on a month to month basis;
- (2) the commencing monthly Rent is to be agreed upon by the Landlord and Tenant, but must be no less than that which applies at the end of the Lease increased by 4%;
- (3) Rent, Outgoings (if applicable) and other moneys payable must be paid in the same manner as under the Lease;
- (4) as far as possible, the terms of the Lease apply to the monthly tenancy;
- (5) the tenancy may be terminated by either party giving the other 1 month's notice expiring on any day;
- (6) any term in this Lease requiring the lodgement of a Cash Bond or Bank Guarantee or the provision of a personal guarantee shall continue to apply.

**4. RENT**

**4.1 Rent**

- (1) The Tenant must pay the Rent without any deduction or set-off for each year of the Term.
- (2) Rent must be paid by equal monthly instalments in advance on the first day of each month in the manner stipulated by the Landlord.
- (3) If the Lease commences or ends on a day other than the first day of a month, Rent must be apportioned.

**4.2 Rent Reviews**

- (1) This clause applies if Item 7 of the Reference Schedule has been completed.
- (2) On the dates shown in Item 7 of the Reference Schedule, the Rent will be reviewed in accordance with the Method of Review shown in Item 8 of the Reference Schedule.
- (3) For the avoidance of doubt, where a combination of more than one Method of Review is shown at Item 8 of the Reference Schedule, the Rent will be reviewed to the greater of the methods unless stated otherwise at Item 8.

**4.3 CPI Review**

- (1) This clause applies if Item 8 of the Reference Schedule makes reference to "CPI".
- (2) In this clause, the following words have the following meanings –
  - (a) "CPI" means Consumer Price Index All Groups Brisbane;
  - (b) "Index Number" means the CPI published by the Australian Statistician.

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- (3) The Rent must be reviewed on each Rent Review Date in accordance with the following formula –

$$R = \frac{A \times PR}{B}$$

Where

- R = the new Rent;  
A = the Index Number for the quarter ending immediately prior to the relevant Rent Review Date;  
PR = the Rent payable prior to the Rent Review Date; and  
B = the Index Number one year prior to the quarter referred to in A.

- (4) If the CPI is discontinued, and the parties cannot agree upon a substitute Index or formula, Rent must be reviewed as if it was a Market Rent Review.

**4.4 Percentage Review**

- (1) This clause applies if Item 8 of the Reference Schedule makes reference to a percentage.  
(2) The Rent must be reviewed on each Rent Review Date by increasing the Rent payable immediately prior to the Rent Review Date by the percentage amount shown in Item 8.

**4.5 Market Rent Review**

- (1) This clause applies if Item 9 of the Reference Schedule has been completed.  
(2) The Rent must be determined not later than each Market Review Date in accordance with the following procedure –  
(a) the Landlord and the Tenant, and their representatives must have made contact and attempted to reach agreement upon the market rent which will apply to the Premises at least 2 months prior to the Market Review Date, or such extended date as the Landlord may allow.  
(b) if the parties have been unable to reach agreement upon the market rent by the Market Review Date, or extended Market Review Date, the matter will be referred for determination to a Valuer agreed upon by Landlord and Tenant, or failing agreement, nominated by the President of the Australian Property Institute (Inc) Queensland Division.  
(c) the appointed Valuer must ascertain the market rent within 1 month of the appointment and must do so as an expert, and not an arbitrator.  
(d) the Valuer's determination will be final and binding upon the Landlord and the Tenant.  
(e) the Landlord and the Tenant must equally share the Valuer's costs.  
(f) the Landlord and the Tenant may both make written submissions to the Valuer provided a copy of any submissions are given to the other party.  
(3) In assessing the market rent, the Valuer shall take into account the Valuation Criteria.

**4.6 Payment of Rent Pending Review**

Until the new Rent has been fixed, the Tenant must continue paying the Rent for the previous year. Any variation of the Rent as a result of a rent review must take effect from the relevant Review Date. Any refund, credit or further payment must be made by the relevant party.

**4.7 Rent Not to Decrease**

Regardless of any other provision of this Lease, the Rent following any review under clauses 4.1 to 4.5 inclusive will never be less than the Rent payable immediately prior to the date on which the Rent is reviewed.

**4.8 Tenant's Operating Expenses**

The Tenant must pay the Tenant's Operating Expenses from the earlier of the Commencement Date or the date on which the Tenant takes possession of the Premises.

**4.9 Goods and Services Tax**

**(1) Dictionary**

In this clause the following words have the following meaning –

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- (a) **"Act"** means *A New Tax System (Goods and Services Tax) Act 1999* and includes other GST related legislation;
- (b) **"GST"** means any tax imposed by or through the Act on a taxable supply (without regard to any input tax credit);
- (c) **"Taxable Supply"** means a taxable supply under the Act.

Except where the contrary intention appears, expressions used in this clause have the same meanings as those given to them in the Act.

**(2) Amounts Exclusive of GST**

Unless expressly indicated otherwise, all amounts referred to in this Lease are exclusive of GST.

**(3) Increase of Consideration**

If GST is imposed on a Taxable Supply under this Lease, then the amount or other consideration payable for that Taxable Supply shall be increased by an amount equal to the GST imposed on that Taxable Supply, and that amount shall be payable at the same time and in the same manner as the consideration for that Taxable Supply.

**(4) Reimbursement of Input Taxed Expense**

Despite clause 4.9(3), if any payment due under this Lease is a reimbursement or indemnification of an expense or liability incurred by the Landlord, the payment must exclude any amount for which the Landlord can claim an input tax credit as defined in the Act.

**(5) Tax invoice**

A party is not obliged to pay any Rent or other regular payment under this Lease unless that party receives a tax invoice.

**5. OUTGOINGS**

**5.1 Payment of Outgoings**

- (1) The Landlord must pay all Outgoings except those which the Tenant is obliged to pay under any other provision of this Lease.
- (2) The Tenant must contribute to the Outgoings by paying to the Landlord the proportion of the Outgoings specified in Item 10 of the Reference Schedule.
- (3) The Landlord may (at the Landlord's sole discretion and acting honestly and reasonably) determine that in calculating the Tenant's contribution to the Outgoings –
  - (a) some Outgoings shall be shared only between some tenants or groups of tenants, because the other tenants and the premises leased by them derive no benefit from the particular expense, service or facility, or between all tenants with the exclusion of one or more specified tenants who derive no benefit from the particular expense, service or facility; and
  - (b) some items of Outgoings shall be shared on a basis other than the percentage specified in Item 10 of the Reference Schedule (for example equally) where such other basis achieves on balance a fairer division of the Outgoing item among the tenants.
- (4) The Landlord may choose to either –
  - (a) notify the Tenant of the Landlord's estimate of Outgoings payable by the Tenant for each period not exceeding 1 year in advance of the estimate; or
  - (b) notify the Tenant from time to time during the Term of the issue of any account for Outgoings.
- (5) The Tenant must pay Outgoings in the manner required by the Landlord by either –
  - (a) equal monthly instalments in advance on the same day and in the same manner as the Tenant pays Rent; or
  - (b) payment of a lump sum to the Landlord covering the invoice, statement or account for the Outgoings.

**5.2 Accounting for Outgoings**

- (1) If the Landlord requires the Tenant to pay Outgoings by equal monthly instalments, the Landlord must if requested by the Tenant, at the end of each Financial Year, give the Tenant an itemised statement of all Outgoings actually paid during the period and the amounts paid by the Tenant on account of the estimated Outgoings.

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- (2) Any adjustment between the estimated and the actual Outgoings paid by the Tenant must be made within 1 month after the date of the Landlord producing the itemised statement.
- (3) Any refund, credit or further payment must be made by the relevant party.

**5.3 Future Tax on Premises**

If any Statutory Authority makes or imposes any future tax, charge, imposition or assessment ("future tax") upon or in respect of the Common Property, the Premises, or the Lot, or the Tenant's use of the Premises, of a kind not existing at the Commencement Date, the Landlord may include the future tax as an Outgoing under this Lease.

**6. USE OF PREMISES**

**6.1 Permitted Use**

The Tenant must only use the Premises for the Permitted Use.

**6.2 Things the Tenant Must Not Do**

The Tenant must not –

- (1) annoy, disturb or cause any damage or injury to any occupiers of adjacent premises, or passers by;
- (2) act offensively in the Premises;
- (3) overload any Services which are supplied in or to the Premises;
- (4) make any alterations to or modify any part of the Premises, including partitions and Services within the Premises, nor install any heavy equipment without the Landlord's consent;
- (5) drill into or paint any part of the Premises without the Landlord's consent;
- (6) do anything which may jeopardise the Landlord's insurance, or cause the Landlord's insurance premiums to increase;
- (7) store any chemicals or inflammable substances upon the Premises unless they are normally used in the Tenant's business;
- (8) use any of the Landlord's Fixtures improperly;
- (9) use the toilets, drains or other water facilities ("services") for any purpose other than the purpose for which they were constructed and not throw into or place in the services anything which may clog the pipes feeding into or out of the Premises;
- (10) use any areas external to the Premises for selling, storage or warehousing;
- (11) allow derelict vehicles, plant or equipment or disused or discarded pallets, packaging, containers or stock to be stored or kept in the Common Property unless permitted by the Body Corporate;
- (12) block access to any entry or exit to the Premises, or any fire or other emergency equipment in or near the Premises, and not use any fire hoses for cleaning purposes; and
- (13) use any chairs on carpeted surfaces in the Premises unless protective chair mats are used underneath such chairs to prevent premature wear of the carpet.

**6.3 Compliance with Body Corporate By-Laws**

- (1) The Tenant must comply with all Body Corporate By-laws which govern an occupant's use of the Premises and the Common Property.
- (2) The Tenant indemnifies and protects the Landlord against any Claims which may be made against the Landlord as a consequence of the Tenant's non-compliance with the Body Corporate By-laws.

**6.4 Signage**

- (1) Provided the Tenant first obtains the Landlord's consent and complies with the Landlord's directions, the Tenant may install or paint such signage on the exterior of the Premises as is reasonably necessary to identify the Tenant's business.
- (2) If any signs are installed or painted on the Premises without the Landlord's consent or do not comply with the

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Landlord's directions, the Landlord may use any means to remove them and the Tenant must pay for the removal.

- (3) The Tenant must keep the signage well maintained and in good repair and condition during the Term.
- (4) The Tenant must pay all costs of signage, including installation, electrical and maintenance costs and any fees imposed by Statutory Authorities and the Body Corporate.

**6.5 Requirements of Authorities**

- (1) The Tenant must comply and is responsible for the costs involved with the requirements of all Statutory Authorities which have jurisdiction over –
  - (a) the Tenant's business;
  - (b) the Premises;
  - (c) the Tenant's use of the Premises;
  - (d) occupational health and safety issues in the Tenant's business;
  - (e) disability discrimination within the Premises; and
  - (f) environmental and contamination issues arising in connection with the Tenant's business;
  - (g) the Tenant's property; and
  - (h) the number or sex of persons employed in, or who frequent the Premises.
- (2) If any oil sump or grease trap or other waste disposal service is installed in the Premises, or if not installed in the Premises, is used by the Tenant, the Tenant must obtain the requisite license and keep it current and otherwise comply with all requirements of any Statutory Authority including, but not limited to, compliance with all legislation and best business practices. The Tenant is responsible for all costs involved with the disposal of waste.
- (3) The Tenant acknowledges that no promise, representation or warranty was given by or on behalf of the Landlord regarding the present or future suitability of the Premises for the Tenant's intended use and that –
  - (a) the Landlord makes no warranty; and
  - (b) any warranties implied under the general law or by statute are excluded and negated to the extent permitted by law.
- (4) The Tenant has satisfied itself before entering into the Lease that all relevant approvals, consents and licenses required to use the Premises for the Tenant's business have been obtained.
- (5) The Tenant is responsible at its expense to ensure that all approvals, consents and licenses required for the conduct of the Tenant's business and for the use of the Premises are maintained throughout the Term. The failure of the Tenant to do so does not release the Tenant from this Lease, nor relieve the Tenant of its obligation to pay Rent and observe the Tenant's covenants.

**6.6 Security**

- (1) When the Premises are not in use, the Tenant must securely lock any gates and doors to any areas external to the Premises and keep them secured to prevent burglary, break ins and theft.
- (2) If any key or access or security device/code provided to the Tenant by the Landlord is stolen or lost or misused, the Tenant must immediately notify the Landlord. The Landlord may, at the Tenant's expense, replace the locks, keys and codes to the Premises.

**6.7 Tenant to Carry on Business Properly**

- (1) If the Landlord does not specify the hours during which the Premises shall be open for business, the Tenant must keep the Premises open for business and conduct its business throughout the Term during normal trading hours for that type of business, except during public holidays and normal Christmas closure periods.
- (2) The Tenant must carry on its business in a professional and competent manner and in accordance with best industry practices.
- (3) The Tenant must not allow the Premises to appear to be permanently closed, nor abandon or permanently leave the Premises during the Term.

**6.8 Vending Machines**

No vending machine shall be installed without the Landlord's consent.

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**6.9 Rules**

The Tenant must comply with any Rules made by the Landlord under clause 11.5(1). The Rules shall bind the Tenant as if they were covenants under this Lease.

**6.10 Tenant to Indemnify and Compensate Landlord**

If, as a consequence of the Tenant's breach of any of its obligations in this clause 6, a Claim is made against the Landlord, or the Landlord suffers any loss or incurs any expense, the Tenant indemnifies the Landlord against any such Claim and must compensate the Landlord for any such Claim upon demand.

**6.11 Alterations to Premises**

If the Landlord consents to any alterations or modifications to the Premises under this clause ("Tenant's works"), the Tenant must, at the Tenant's cost –

- (a) provide the Landlord with drawings and specifications in reasonable detail outlining the nature and scope of the Tenant's works;
- (b) before commencing the Tenant's works, and if required by any Statutory Authority, obtain all necessary approvals and permits to allow the Tenant's works to be lawfully carried out;
- (c) complete the Tenant's works in a good and workmanlike manner by a registered builder having appropriate insurance
- (d) use only high quality materials;
- (e) comply with all reasonable requirements of the Landlord concerning the Tenant's works;
- (f) when the Lease ends, if required by the Landlord, reinstate the Tenant's works to the condition specified in this Lease.

**7. MAINTENANCE AND REPAIR**

**7.1 Good Repair and Condition**

- (1) The Tenant must keep the Premises and any Landlord's Fixtures in good repair and condition and properly maintained throughout the Term. This obligation extends to the interior paintwork which must be touched up or repainted when reasonably necessary or the Landlord reasonably requires.
- (2) Despite clause 7.1(1), the Tenant is not obliged to keep the Premises and Landlord's Fixtures in good repair if they fall into disrepair because of fair wear and tear, inevitable accident, act of God or as a result of structural defect. However, the Tenant is not excused from the obligations in clause 7.1(1) if the Premises and Landlord's Fixtures fall into disrepair as a consequence of any act, omission, neglect, default or misconduct of the Tenant or the Tenant's employees or Invitees.
- (3) The Tenant must keep all fencing and gates securing the Premises in good order and repair.
- (4) If insurance moneys which would normally have been paid to repair any damage to the Premises are not paid because of some act, omission, neglect, default or misconduct of the Tenant or the Tenant's employees or Invitees, the Tenant is responsible for repairing that damage.
- (5) Where any damage is caused to the surface of the Lot or the Common Property whether concrete, bitumen or otherwise (eg. pot holing or grooving) or to the exterior of the Lot's paintwork, panels, roof or windows (eg. denting, holing, scraping or breaking) by the Tenant or its employees or Invitees' activities, including the use of heavy plant or other equipment, the Tenant must repair, or if the repair does not effectively return the damaged part to its condition before the damage occurred, reinstate the damaged part to its original condition.
- (6) The Tenant must promptly repair any damage caused to the Landlord's Fixtures, the Premises or the Common Property, or the property of any other person as a result of the Tenant's activities. If the repair does not effectively return the damaged part to its condition before the damage occurred, the Tenant must replace the damaged part.

**7.2 Cleaning, Maintenance and Breakages**

The Tenant must –

- (1) keep all drains, grates and pipes on the Premises in good order and repair, and clear blockages between the Premises and any trunk drain;
- (2) keep the Premises clean and of good appearance;
- (3) place all rubbish, trade waste, material for recycling, shop refuse and garbage in the proper receptacles and arrange for its regular removal from the Premises;



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- (4) keep the Landlord's Fixtures and the Tenant's Property clean and properly maintained;
- (5) replace and/or repair –
  - (a) all broken glass in the Premises;
  - (b) broken light bulbs, globes or tubes and electrical fittings; and
  - (c) Landlord's Fixtures which are broken or damaged by the Tenant or the Tenant's employees or Invitees;
- (6) keep the Premises and its surrounds free and clear of rodents, cockroaches and vermin;
- (7) carry out regular maintenance and servicing (except to the extent that the Landlord agrees to service and maintain) of all Landlord's Fixtures which ordinarily require regular maintenance, such as fire prevention, extinguishing and detection equipment and, if installed, Automatic Door Equipment which is in, on or services the Premises by engaging Landlord recommended service contractors (or if no service contractor is recommended, a reputable service contractor) and upon request by the Landlord, provide a written report from the service contractors to confirm compliance with this condition;
- (8) mow, water, weed and properly tend to any lawns, hedges, trees and garden beds which are not maintained by the Landlord or Body Corporate which the Tenant has exclusive use of;
- (9) regularly pump out the oil and grease sump and keep the surrounds clean if an oil or grease sump is installed in the Premises or on the Lot which is used by the Tenant;
- (10) keep any external door installed in the Premises in good condition and if damaged, immediately repair it;
- (11) regularly clean and maintain any shower and toilets and pay for any blockages and any repairs other than those caused by fair wear and tear; and
- (12) keep the floor of the Premises clean at all times and ensure that any excess oil or other fluids are removed immediately.

**7.3 Air Conditioning Equipment**

- (1) This clause applies if Air Conditioning Equipment is installed in any part of the Premises.
- (2) Unless the Landlord notifies the Tenant otherwise, the Tenant must maintain the Air Conditioning Equipment in good working order and condition having regard to its condition at the commencement of this Lease and, if required by the Landlord, must enter into a contract with a properly qualified and reputable service contractor to service and maintain the Air Conditioning Equipment in accordance with any reasonable recommendation of the Landlord or service contractor.
- (3) Upon request by the Landlord, the Tenant must provide written evidence from the service contractor of compliance with this clause 7.3.
- (4) The Tenant acknowledges that the Air Conditioning Equipment or any replacement of it is a Landlord's Fixture and will remain the property of the Landlord upon expiration or termination of this Lease.
- (5) Despite anything to the contrary in this Lease, the Tenant agrees that the Premises are leased with Air Conditioning Equipment in an "as is" condition, and the Landlord may decide not to replace it.

**7.4 Contamination**

- (1) The Tenant must not allow the Premises to become contaminated during the Term.
- (2) If, as a consequence of the Tenant's use of the Premises, the Land or the Premises becomes contaminated, the Tenant must remediate the contamination to the satisfaction of the Landlord and any relevant Statutory Authority.
- (3) If remediation has not been completed by the Expiry Date, the Tenant must continue to remediate and pay the Landlord an occupation fee equivalent to the Rent and Outgoings until the remediation is complete. During this period of occupation, the Tenant must not conduct its business from the Premises.

**7.5 Tenant's Notice of Defect**

The Tenant must promptly notify the Landlord of any damage or defect to the Services in the Premises, or to the Landlord's Fixtures. If the Tenant fails to promptly notify the Landlord of any such damage or defect, the Landlord will not be responsible for any delay in repairing the damage or defect, nor for the consequences.

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**7.6 Production of Tax Invoices**

If the Landlord requires it, the Tenant must produce a copy of paid tax invoices for any maintenance and repair work carried out to the Premises or the Landlord's Fixtures.

**8. ASSIGNMENT AND SUBLETTING**

**8.1 No Transfer or Other Dealings with Lease**

The Tenant must not assign, transfer, mortgage or otherwise deal with its interest in this Lease, nor sublet or vacate the Premises, nor grant a license to any other person to use the Premises or any part of them, without first obtaining the Landlord's consent.

**8.2 Landlord's Consent**

The Landlord must consider any application for consent under clause 8.1 upon its merits and will ordinarily consent if the following pre-requisites are met –

- (1) the Tenant has not committed a breach of this Lease, although a breach which has been rectified shall not be considered a breach;
- (2) the Tenant can demonstrate and satisfy the Landlord that the incoming Tenant is respectable, and has sufficient financial capacity to comply with the Tenant's obligations under this Lease and is capable of continuing the business carried on at the Premises or if a new business, has at least the same amount of business experience as the Tenant;
- (3) the Tenant provides such evidence and information as the Landlord reasonably requires to satisfy the requirements of clause 8.2(2);
- (4) the use to which the Premises will be put is the same as the Permitted Use;
- (5) if the incoming Tenant is a company, other than a company whose shares are listed on the Australian Stock Exchange, its obligations are guaranteed by its Directors and/or such other persons as may be acceptable to the Landlord;
- (6) the Tenant and the incoming Tenant and its Guarantors sign such deeds or agreements as may reasonably be required by the Landlord, including covenants that the Landlord be released from its obligations to the Tenant under this Lease, and that the Tenant and Guarantors (if any) continue to be bound to the terms of this Lease;
- (7) the Tenant pays the Landlord's reasonable expenses of vetting the incoming Tenant, giving its consent, and preparing and processing any deed or agreement required under clause 8.2(6);
- (8) if a Cash Bond or Bank Guarantee is held by the Landlord to cover the Tenant's performance of its obligations under this Lease, the incoming Tenant substitutes for that Cash Bond or Bank Guarantee another Cash Bond or Bank Guarantee satisfactory to the Landlord;
- (9) if the Landlord requires lodgement of a Bank Guarantee or Cash Bond to cover the incoming Tenant's performance of its obligations under this Lease, the incoming Tenant provides a Cash Bond or Bank Guarantee satisfactory to the Landlord;
- (10) by consenting to the proposed assignment, the Landlord would not be breaching a covenant to any other tenant or occupier of the building of which the Premises forms part.

**8.3 Change of Shareholding in Tenant**

If the Tenant is a company (other than a company listed on the Australian Stock Exchange), any change of ownership of the majority shareholding shall be considered an assignment of the Lease which will trigger the operation of clause 8.2.

**8.4 Security over Tenant's Property**

- (1) The Tenant may secure the Tenant's Property by mortgage or creating a Security Interest provided it obtains the consent of the Landlord.
- (2) Provided the Landlord can reach agreement with the security taker on the terms of a waiver or right of entry agreement, the Landlord's consent will be given. Any legal or other expenses incurred by the Landlord must be paid by the Tenant.
- (3) The Tenant acknowledges that the Landlord may register a Security Interest over –

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- (a) any Cash Bond paid under this Lease;
- (b) the Tenant's Property if it is considered abandoned under clause 13.8; and
- (c) any fitout which the Landlord has contributed payment towards or has constructed for the Tenant.

**8.5 Make Good**

For the avoidance of doubt, if this Lease is assigned, any incoming Tenant who is in occupation of the Premises at the Expiry Date will be bound to the Tenant's Obligations specified in clause 14.2 as if the incoming Tenant was the original Tenant named in this Lease.

**9. INSURANCES AND INDEMNITIES**

**9.1 Tenant's Insurances**

- (1) Throughout the Term, the Tenant must keep current insurance policies covering the Premises for –
  - (a) public risk covering the Tenant's occupation of the Premises in an amount specified by the Landlord, and if not specified, not less than \$20 million arising out of a single incident; and
  - (b) the breakage of any glass in the Premises; and
  - (c) comprehensive coverage of the Tenant's Property.
- (2) Any insurance policy or policies taken out by the Tenant to cover the risks in clause 9.1(1)(a) and (b) must –
  - (a) cover the risks and the amounts and contain conditions which are acceptable to the Landlord; and
  - (b) be taken out in the name of the Tenant and note the Landlord's interests as owner of the Premises.
- (3) The Tenant must promptly pay all insurance premiums.
- (4) Upon request, the Tenant must deliver a copy of a certificate of currency to the Landlord.

**9.2 Tenant's Indemnity**

The Tenant indemnifies and protects the Landlord from all Claims whether during or after the Term which arise from the Tenant's, the Tenant's employees or invitees –

- (1) negligence; or
- (2) failure to observe any duty of care owed to any other person; or
- (3) default under this Lease; or
- (4) use or misuse of the Premises, Services, Landlord's Fixtures and Tenant's Property;
- (5) failure to give notice of any defects in the Premises or the Services; or
- (6) failure to take out or maintain the service contracts required under this Lease

**unless**

the Claim arises from the negligence of the Landlord, its employees, contractors or invitees.

**9.3 Increase in Landlord's Insurance Premiums**

- (1) If any insurance premium paid or payable by the Landlord increases as a result of the Tenant's occupation or use of the Premises, the Tenant must pay that increase to the Landlord.
- (2) If the Landlord claims on any of the Landlord's insurance policies with respect to the Premises during the Term, the Tenant must promptly reimburse the Landlord for any excess paid by the Landlord.
- (3) For the removal of doubt, clauses 9.3(1) and (2) apply whether or not the Tenant is responsible for paying Outgoings under this Lease.

**10. LANDLORD NOT LIABLE FOR DAMAGE**

**10.1 Tenant's Risk**

- (1) The Landlord does not warrant that the Premises and the Landlord's Fixtures are suitable for the purposes for which

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the Tenant may wish to use them.

- (2) The Tenant occupies and uses the Premises and the Landlord's Fixtures at the Tenant's risk.
- (3) The Landlord is not liable for any Claim by the Tenant, the Tenant's employees or Invitees which may arise from –
  - (a) any fault in the construction or state of repair of the Premises or the Building or the Landlord's Fixtures; or
  - (b) any defect in the Services or the Landlord's Fixtures;
  - (c) the leakage or flow of any fluid, substance, radiation or electricity into or from any part of the Premises; or
  - (d) the failure to obtain any Statutory Authority approval, consent or licence for the Premises

**except**

where the Landlord or its employees, contractors or invitees have been negligent.

**10.2 Release**

The Tenant releases the Landlord from all Claims arising in respect of the Tenant's activities in the Premises, the Lot or on the Common Property except where that Claim arises from the negligence of the Landlord, its employees or Invitees.

**11. LANDLORD'S OBLIGATIONS AND RIGHTS**

**11.1 Quiet Enjoyment**

If the Tenant complies with all of its obligations under this Lease, the Landlord must not interrupt or disturb the Tenant's enjoyment of the Premises.

**11.2 Sale or Lease of Lot**

- (1) If this Lease is not registered under the *Land Title Act* and the Landlord sells the Lot during the Term, the Landlord must obtain an agreement from the purchaser that the purchaser will be bound by this Lease and will recognise any options for renewal contained in this Lease.
- (2) Upon being given 1 working day's notice, the Tenant must allow the Landlord and the Landlord's agent to have access to the Premises at all times to enable them to present the Premises to prospective purchasers or new tenants.

**11.3 "For Sale" Signage**

If the Landlord wants to sell the Lot, the Landlord may place For Sale signs or such other signage upon or near the Premises as the Landlord thinks fit provided such signs do not interfere with access to the Premises.

**11.4 "For Lease" Signage**

If the Tenant decides not to renew this Lease, the Landlord may place such "For Lease" signs on or near the Premises as the Landlord thinks fit provided such signs do not interfere with access to the Premises.

**11.5 Reservations**

- (1) The Landlord reserves the right to –
  - (a) make, amend, repeal and add Rules;
  - (b) use the roof of the Premises;
  - (c) use the Premises for the passage of Services and to repair, alter or replace the Services after giving reasonable notice;
  - (d) grant or transfer to others any rights of access or Services over the Lot provided that the Tenant's use of the Premises is not thereby hindered.
- (2) Nothing done by the Landlord under clause 11.5(1) will be inconsistent with the Tenant's rights under this Lease.

**11.6 Inspection and Landlord's Repairs**

- (1) After giving at least 1 working day's notice to the Tenant, the Landlord may enter and inspect the Premises.
- (2) In an emergency, the Landlord may enter and inspect the Premises without giving notice.
- (3) After inspecting the Premises, the Landlord may serve a notice to repair upon the Tenant requiring any defect, or want of repair, to be rectified within a reasonable time.

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- (4) If the repairs referred to in the notice to repair are not carried out within a reasonable time, the Landlord may carry out the repairs and the Tenant must reimburse the Landlord.

**11.7 Landlord may Enter to Satisfy Statutory Authority's Requirements**

- (1) After giving at least 1 working day's notice to the Tenant, the Landlord and the Landlord's workmen may enter the Premises to carry out any works which may be required by any Statutory Authority.
- (2) In carrying out such works, the Landlord must cause as little disruption to the Tenant's business as possible.

**12. DAMAGE TO PREMISES AND COMPULSORY ACQUISITION**

**12.1 Exceptions**

Clauses 12.2(1) and (2) will not apply where –

- (1) the damage is caused or contributed to by any negligence or wilful act of the Tenant or the Tenant's employees or Invitees; or
- (2) an insurer under the Landlord's policy refuses indemnity or reduces the sum payable under the policy because of any act or default of the Tenant or the Tenant's employees or Invitees.

**12.2 Abatement**

If the Premises are damaged –

- (1) The Tenant's obligation to pay Rent and any other moneys payable under this Lease shall be suspended for the period during which the Premises cannot be used.
- (2) If the Premises are still usable, but the usability is diminished due to the damage, the Tenant's obligation to pay Rent and other moneys payable under this Lease shall be reduced in proportion to the reduction in usability.
- (3) If the Landlord notifies the Tenant that the damage is such as to make its repair impractical or undesirable, either the Landlord or the Tenant may terminate this Lease by giving the other not less than 7 days written notice and no compensation is payable in respect of that termination.
- (4) If the Landlord fails to repair the damage within 3 months, or within such further time as the Landlord reasonably requires, taking into account the extent of damage, difficulty of repair and availability of materials and labour, the Tenant may terminate this Lease by giving not less than 30 days' written notice to the Landlord.

**12.3 Reinstatement**

- (1) Nothing in this Lease obliges the Landlord to repair or reinstate the Premises if they are damaged.
- (2) If the Landlord decides to repair or reinstate the Premises, the Landlord may remodel them or fit them out differently.

**12.4 Compulsory Acquisition**

If at any time the whole or any part of the Premises is compulsorily acquired or lawfully resumed by any Statutory Authority then –

- (1) the Tenant will have exclusive rights to any compensation payable for the Tenant's business;
- (2) the Landlord will have exclusive rights to any compensation payable for the Premises;
- (3) if as a result, the Premises are unfit for use by the Tenant, or substantially unfit, then either the Landlord or Tenant may terminate this Lease;
- (4) upon gazettal of the resumption, or such earlier date as the Landlord and the Tenant may agree, the Rent and any other money payable under this Lease will be wholly suspended or proportionately reduced in accordance with the portion of the floor area of the Premises affected;

and any dispute between the Landlord and the Tenant over any matter in clause 12.4(3) and (4) will be resolved by expert determination of a Valuer appointed by either the Landlord or the Tenant, with the Valuer's fees to be borne equally.

**13. TENANT'S DEFAULT**

**13.1 Events of Default**

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The Tenant is in default if -

- (1) the Tenant breaches any of the covenants in this Lease including an Essential Term as specified in clause 13.10;
- (2) the Tenant is Insolvent.

**13.2 Landlord's Action Upon Default**

If the Tenant defaults, the Landlord may, after first giving any notice required by law, exercise any one or more of the following rights -

- (1) terminate the Lease by re-entering and taking possession of the Premises (by force if necessary) and ejecting the Tenant and all other persons from the Premises; or
- (2) terminate the Lease by written notice to the Tenant; or
- (3) terminate the Lease by accepting the Tenant's repudiation; or
- (4) forfeit the Lease; or
- (5) claim damages for the breach; or
- (6) convert the Lease to a month to month tenancy, in which case the terms of clause 3.3 apply.

**13.3 Entitlement to Damages upon Default**

- (1) Any loss suffered by the Landlord as a result of the Tenant's default may be recovered as damages.
- (2) The damages which may be recovered include -
  - (a) the loss of the benefit of the balance of the Term; and
  - (b) all expenses associated with the Tenant's default, including but not limited to lawyers, agents, advertising, cleaning, renovation and locksmith expenses.
- (3) The Landlord's entitlement to damages is in addition to any other remedy or entitlement, including termination of this Lease and includes the periods before and after termination of this Lease.
- (4) For the avoidance of doubt the Landlord's entitlement to recover damages is not affected or limited by any of the following-
  - (a) if the Tenant abandons or vacates the Premises; or
  - (b) if the Landlord elects to re-enter or terminate the Lease; or
  - (c) if the Landlord accepts the Tenant's repudiation.

**13.4 No Obligation to Terminate for Breach**

Despite a default event occurring, the Landlord may decide not to terminate the Lease.

**13.5 Abandonment**

If the Landlord forms the reasonable view that the Tenant has permanently left or abandoned the Premises, the Landlord may do any of the following without affecting a re-entry, accepting a repudiation, terminating, surrendering or in any other way ending the Lease -

- (a) accept keys;
- (b) show prospective tenants the Premises;
- (c) inspect the Premises;
- (d) clean, refurbish, alter or re-design the Premises;
- (e) erect "For Lease" signs; and
- (f) change the locks.

**13.6 No Waiver**

- (1) The Landlord's failure to take advantage of any default by the Tenant will not be a waiver of that default.
- (2) If the Landlord rightly demands Rent or other moneys from the Tenant, which the Tenant initially refused to pay, but later does pay, the Landlord's acceptance of that payment will not waive the earlier default of the Tenant.

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**13.7 Moneys Paid After Termination**

Any money which is paid to the Landlord after termination of this Lease must be applied –

- (1) firstly, towards payment of Rent and other moneys due under this Lease; and
- (2) secondly, on account of the Landlord's expenses of dealing with the Tenant's default.

**13.8 Removal and Disposal of Tenant's Property**

- (1) Upon re-entry and termination of this Lease, the Landlord may remove the Tenant's Fittings and store them at any secure place without being liable at law to the Tenant.
- (2) Regardless of the fact that the Tenant's Property may be affixed to the Lot or Common Property and regardless of the manner or duration of affixation, the Landlord will not treat any part of the Tenant's Property as a fixture.
- (3) Any removal and storage expenses must be paid by the Tenant.
- (4) After storing the Tenant's Property for 7 days, during which time the Tenant must be afforded every opportunity to pay moneys due to the Landlord and recover the Tenant's Property, the Landlord may consider the Tenant's Fittings abandoned and dispose of the Tenant's Property by auction, private sale or otherwise.
- (5) Any proceeds of sale must be applied in the manner referred to in clause 13.7.
- (6) The Landlord may register a Security Interest over the Tenant's Property to protect the Landlord's rights in this clause.

**13.9 Interest**

Any Rent or other moneys owing to the Landlord and unpaid after falling due shall attract interest at the Default Rate. Interest will accrue on a daily basis and be capitalised at the end of each month from the date on which payment of Rent and other moneys should have been made to the date that they are paid.

**13.10 Essential Terms**

The following covenants are essential terms of this Lease, the breach of which may be considered by the Landlord to be repudiation –

- (1) payment of Rent [clause 4]
- (2) payment of GST [clause 4.9]
- (3) payment of Outgoings [clause 5] (if applicable)
- (4) use of the Premises [clause 6]
- (5) abandonment of the Premises [clause 6.7(3)]
- (6) compliance with Laws [clause 6.5]
- (7) the repeated failure by the Tenant to comply with any Rules [clause 6.9]
- (8) maintenance and repair [clause 7]
- (9) assignment, mortgage or subletting without consent [Clause 8]
- (10) insuring [Clause 9]
- (11) the provision of a Bank Guarantee or Cash Bond [Clause 17.1] (if applicable).

**14. END OF LEASE**

**14.1 Notice to End Lease**

If the Tenant wishes to end this Lease on the Expiry Date without –

- (1) exercising any option for renewal; or
- (2) negotiating a new Lease;

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the Tenant must notify the Landlord in writing not less than 3 months before the Expiry Date.

**14.2 Tenant's Obligations**

- (1) At the end of this Lease, the Tenant (or the Tenant's successors or assigns) must –
  - (a) deliver all keys and security codes for the Premises to the Landlord;
  - (b) deliver the Premises and the Landlord's Fixtures in good order and repair, properly cleaned and with all pre-painted surfaces freshly painted by a professional painter;
  - (c) if any external walls have been painted in corporate colours by the Tenant, repaint those walls so that they are the same colour as at the Commencement Date;
  - (d) remove all the Tenant's Property from the Premises;
  - (e) repair any damage to the Premises caused when removing the Tenant's Property;
  - (f) remove the Tenant's signage from the Premises and from any pylon sign on the Common Property and make good, unless directed not to do so by the Landlord;
  - (g) if required by the Landlord (even if the Landlord has consented to the alteration), reinstate any alteration to the Premises made by the Tenant during its occupancy and convert them to the original layout;
  - (h) steam clean or replace any soiled or damaged carpet installed in the Premises to the same or similar condition to that at the Commencement Date of the first Term (before any renewal) of this Lease;
  - (i) remediate any contamination to the standard specified in clause 7.4.
- (2) Without limiting clause 14.2(1), and for avoidance of doubt, at the end of this Lease, the Tenant must –
  - (a) carry out repairs and reinstatement so that the Premises are returned to the condition at the commencement of the first Term (before any renewal) of this Lease which may be shown in any photographs annexed to this Lease or provided by the Landlord or in any condition report obtained or approved by the Landlord;
  - (b) repair or replace ceiling tiles which have been holed or stained, fill in holes in floors, walls and ceilings, remove data and other cabling, cut off or drill out any anchor bolts as the Landlord reasonably requires taking into account the original condition of the particular surface, repair all cracks in floor slabs caused by the Tenant's activities and remove any venting installed by the Tenant; and
  - (c) carry out any repairs or reinstatement in a good and workmanlike manner.
- (3) If a financier of the Tenant has registered a Security Interest over any of the Landlord's Fixtures, the Tenant must, at the Tenant's expense, obtain a release of the Security Interest from that financier.

**14.3 Failure to Remove Tenant's Property**

Any Tenant's Property or other property not removed from the Premises at the end of the Lease may be considered to be abandoned and may be removed by the Landlord and the Premises made good. The Landlord may register a Security Interest over the Tenant's Property to protect the Landlord's rights in this clause.

**14.4 Abandoned Property**

Any property removed by the Landlord under clause 14.3 will be considered to be owned by the Landlord with full legal and beneficial ownership, free of encumbrance and any other interest.

**14.5 Tenant to Indemnify and Pay Landlord's Expenses**

The Tenant –

- (1) indemnifies and protects the Landlord from any Claims made against the Landlord by any person who claims an interest in the Tenant's Property where the Tenant's Property is considered to be abandoned; and
- (2) must pay the Landlord any expenses incurred by the Landlord in removing, storing and disposing of the Tenant's Property.

**15. MISCELLANEOUS PROVISIONS**

**15.1 Costs**

The Tenant must pay the Landlord –

- (1) All Statutory Authority fees, assessments and charges (including Titles Office registration fees) incurred on this Lease or any transfer or Sub Lease of this Lease.
- (2) Surveyor's fees for preparing any plan required to define the area of this Lease.



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- (3) The Landlord's reasonable legal expenses incurred as a result of –
- (a) preparing and negotiating this Lease;
  - (b) registering this Lease;
  - (c) preparing and registering any renewal or amendment of this Lease;
  - (d) giving any consent required under this Lease;
  - (e) obtaining the mortgagee's or Security Interest holder's consent to this Lease;
  - (f) registering or releasing any Security Interest given or taken under this Lease;
  - (g) any proposed or actual assignment or subletting or mortgage of this Lease;
  - (h) any proposed or actual surrender or termination of this Lease;
  - (i) action taken as a result of any default by the Tenant or the Tenant's employees or Invitees in complying with the provisions of this Lease;
  - (j) any Claim with which the Landlord becomes involved arising from the Tenant's occupancy of the Premises.
- (4) The Landlord's reasonable administrative expenses or legal fees incurred in considering and responding to any requests which are prompted by enquiries or correspondence from the Tenant.

**15.2 Notices**

- (1) The Landlord and the Tenant consent to the giving of notice by electronic communication in accordance with Section 11(2)(b) of the *Electronic Transactions (Queensland) Act 2001*.
- (2) Notices will be considered served on the Landlord or the Tenant if they are –
- (a) served personally; or
  - (b) mailed to the last notified business or residential address; or
  - (c) sent by facsimile or email.
- (3) The Landlord's and the Tenant's postal addresses and facsimiles and email addresses are set out in Items 1 and 2 of the Reference Schedule unless notified of a change of address during the Term.

**15.3 Time of Service**

Any notice sent by –

- (1) post – shall be considered served 2 business days after being posted; or
- (2) facsimile or email – will be considered served at the time the notice is transmitted to the specified number or email address.

**15.4 Power of Attorney**

- (1) The Tenant appoints the Landlord or its nominee to be the Attorney of the Tenant for the purposes of this clause.
- (2) At any time after the power to re-enter the Premises has arisen, the Attorney may –
- (a) sign and register a Transfer or a Surrender of this Lease; and
  - (b) dispose of any of Tenant's Property in the manner described in clause 13.8.
- (3) The Tenant ratifies and confirms any lawful act of the Attorney.
- (4) The Statutory Authority responsible for Land Titles is authorised to accept a Statutory Declaration by the Landlord as sufficient evidence that the power to re-enter has arisen.

**15.5 Tenant as Trustee**

- (1) If the Tenant has entered into this Lease as Trustee of a Trust, the Trustee, and any successor as Trustee of the Trust, will be liable under this Lease as Tenant and the Tenant states that all of the assets of the Trust, both present and future, will be available to satisfy the Tenant's obligations under this Lease.
- (2) The Tenant warrants that at the date of this Lease –
- (a) the Trust is a valid and existing Trust;
  - (b) the Tenant is the sole Trustee of the Trust and has full power to enter into and be bound by the terms of this Lease; and
  - (c) there is no restriction on the Trustee's right of indemnity out of the Trust assets.

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- (3) The Tenant covenants with the Landlord that, upon any Claim being made by the Landlord under this Lease, the Tenant will exercise all rights of indemnity which it has against the Trust assets to the extent that if the rights of indemnity do not cover the Claim, then the Tenant is personally liable to the Landlord.
- (4) A change of Trustee will be considered an assignment of this Lease which will trigger the operation of clause 8.2.

**15.6 Confidentiality**

The Tenant must not disclose the Confidential Information to any person at any time whether before, during or after the Term, other than in the course of seeking and obtaining legal or financial advice relating to the Lease.

**15.7 Property Law Act**

Any inconsistency between the terms of this Lease and the *Property Law Act 1974* will be resolved in the Landlord's favour.

**15.8 Applicable Law**

Queensland law will apply to this Lease and the Landlord and Tenant will submit to the jurisdiction of the Queensland Courts.

**15.9 Entire Agreement**

This Lease and any Mortgagee's or Security Interest holder's consent document to which the Tenant is a party contains the entire agreement between the Landlord and Tenant relating to the Tenant's occupancy of the Premises from the Commencement Date.

**15.10 Mortgagee's Consent**

If, in the normal course of its commercial dealings with the Landlord, and to ensure compliance with any financial arrangement between the Landlord and its financier, the Landlord's Mortgagee or Security Interest holder require a consent or other document to be signed by the Tenant, the Tenant must sign such document without delay.

**16. OPTION FOR RENEWAL**

**16.1 Exercise of Option**

If Item 5 of the Reference Schedule is completed, and the Tenant –

- (1) is not in breach of an essential term of this Lease or in continuing breach of any other term; and
- (2) notifies the Landlord not less than 3 months before the Expiry Date that the Tenant wants to renew the Lease; and
- (3) between the time of notification and the Expiry Date, is not in breach of any term of the Lease

then the Landlord must grant and the Tenant must take a further lease of the Premises upon the same terms and conditions as this Lease, except for the amendments in clause 16.2.

**16.2 Amendments to Lease Upon Renewal**

If the Lease is renewed, the following amendments will be made to the Lease –

- (1) Items 4, 5 and 6 of the Reference Schedule will be updated so that –
- (a) The term of the option period will be inserted at Item 4;
- (b) Any expired terms will be deleted from Item 5;
- (c) The Rent for the new term will be inserted into Item 6; and
- (2) Clauses 17.2 and 17.3 will be deleted.

Otherwise the Lease will remain the same.

**16.3 Renewed Lease to be Signed**

The Landlord, the Tenant and the Guarantors (if any), must sign an amendment of this Lease or a new Lease document, as the Landlord decides not later than 30 days after the delivery of the amendment or Lease document to the Tenant or the Tenant's Lawyer. The Landlord and Tenant agree that time is of the essence with respect to this clause.

**16.4 When Option may not be Exercised**

**Title Reference 51083113**

For the avoidance of doubt, the Tenant may not exercise the option in clause 16.1 if –

- (1) the prerequisites in clause 16.1(1), (2) and (3) are not satisfied; and
- (2) in the case of the Tenant being in breach, the Landlord gives notice required by Section 128 of the *Property Law Act*.

**17. SPECIAL CONDITIONS**

**17.1 Cash Bond/Bank Guarantee**

- (1) On or before the Commencement Date, the Tenant must deliver the Cash Bond or Bank Guarantee to the Landlord.
- (2) If the Tenant does not comply with any of its obligations under this Lease, then the Landlord may call upon the Cash Bond or Bank Guarantee.
- (3) If Landlord calls on the Cash Bond or Bank Guarantee, or the Rent is reviewed, then no later than 30 days after the Landlord has called on the Cash Bond or the Bank Guarantee or the date the Rent is reviewed, the Tenant must deliver to the Landlord a replacement or additional Cash Bond or Bank Guarantee so that the amount guaranteed is the amount specified in Item 12 of the Reference Schedule.
- (4) At the end of the Term, provided the Tenant has fully complied with all of its obligations under this Lease, the Landlord must promptly return the Cash Bond or Bank Guarantee to the Tenant. If the Landlord has registered a Security Interest over the Cash Bond, the Security Interest will be released upon the Tenant's request, but not before the Cash Bond has been returned.
- (5) If the Landlord's interest in the Premises is assigned or transferred, the Tenant must, within 30 days of the Landlord requesting it, provide to the Landlord a replacement Bank Guarantee in favour of the Transferee or Assignee failing which the Landlord may call upon the Bank Guarantee and pay the proceeds, less all sums appropriated by the Landlord in accordance with this clause, to the Assignee or Transferee, on condition that such sum is held as a deposit on the same terms and conditions as the Bank Guarantee is held. Upon payment or transfer, the Landlord will be discharged from all liability to the Tenant or to any other person in respect of the Bank Guarantee.

**17.2 Rent Deposit**

The Tenant must pay a rent deposit of \$4,950.00 (inclusive of GST) to Raine & Horne Commercial Brisbane North Trust Account at the time of agreeing to the terms of this Lease. The rent deposit must be applied towards the Rent payable under this Lease.

**17.3 Rent Free Period**

- (1) Provided the Tenant enters into this Lease and performs all of the Tenant's obligations under the Lease, the Tenant will not be required to pay Rent for the period from 15 October, 2020 up to and including 14 November 2020.
- (2) This incentive will not extend to the payment of Outgoings, which must be paid in accordance with this Lease.
- (3) When calculating Rent for each subsequent year of the Term of this Lease or for any extension of it, the incentive in this clause will not be taken into account.
- (4) If the Tenant is in default under this Lease, the Landlord will be entitled to recover from the Tenant upon demand as a liquidated debt, the Rent relinquished by the Landlord under this clause (in addition to any other remedies the Landlord may have).

**18. GUARANTEES**

**18.1 Application**

This clause 18 applies if Item 13 of the Reference Schedule has been completed.

**18.2 Guarantee and Indemnity**

The consideration for this Guarantee is the Landlord entering into this Lease at the Guarantor's request. As a consequence, the Guarantor –

- (1) guarantees as a principal debtor payment by the Tenant of the Rent, and any other moneys payable under this Lease, including during any period of holding over or while the Tenant occupies or is entitled to occupy the Premises under any other legal or equitable right or tenancy or as a trespasser and including any part of the Premises;

**Title Reference 51083113**

- (2) guarantees prompt and punctual observance and performance of any of the Tenant's covenants and obligations expressed in or implied by this Lease;
- (3) guarantees payment of damages for breach or non-performance of the Tenant's covenants and obligations expressed or implied in this Lease;
- (4) indemnifies the Landlord against all Claims incurred or suffered by the Landlord as a consequence of any breach or default by the Tenant;
- (5) indemnifies the Landlord against all Claims incurred or suffered by the Landlord as a consequence of the disclaimer of this Lease as a result of the Tenant becoming Insolvent.

**18.3 Duration of Guarantee**

- (1) If this Lease is renewed, the Guarantor's liabilities under clause 18.2 will extend until the end of the further Term or Terms and the Guarantor must sign an amendment of this Lease or a new Lease document, as the Landlord decides not later than 30 days after the delivery of the amendment or Lease document to the Tenant or the Tenant's Lawyer.
- (2) If this Lease is held over under clause 3.3, the Guarantor's liabilities under clause 18.2 will extend until the holding over period ends.
- (3) For the avoidance of doubt, the guarantee and indemnity in clause 18.2 continues in full force and effect while the Tenant occupies or is entitled to occupy the Premises under this Lease, or any form of tenancy or right of occupation, or as a trespasser or other unauthorised occupier or holds an equitable interest in the Premises under an agreement for lease, or as a periodic tenant, or is holding over under this Lease.

**18.4 Guarantor's Liability not Reduced**

The Guarantor's liability continues and will not be discharged or reduced by –

- (1) the Landlord granting any time concession or indulgence to the Tenant;
- (2) the Landlord entering into any composition or scheme of arrangement with the Tenant;
- (3) the Landlord waiving any breach or default by the Tenant;
- (4) the Landlord's failure to enforce the terms of the Lease against the Tenant;
- (5) the disclaimer of the Lease on the insolvency of the Tenant;
- (6) any payment by the Tenant that is avoided or set aside under any law relating to insolvency or under any other law;
- (7) any assignment of this Lease, or Sub Lease;
- (8) any amendment, renewal or holding over of this Lease;
- (9) the terms of this Lease not being enforceable against the Tenant for any reason;
- (10) the death or incapacity of the Guarantor;
- (11) the sale of the Land (the Guarantor acknowledging that its obligations under clause 18.2 are also given in favour of the Landlord's successors and assigns); or
- (12) this Lease not being registered on the Title of the Land.

**18.5 Irrevocable**

The guarantee and indemnity in clause 18.2 is irrevocable and will remain in force until the Tenant has performed and observed all of its obligations contained in or implied by the Lease.

**18.6 Guarantor not to Prove in Liquidation**

- (1) The Guarantor must not prove or claim in any liquidation or arrangement for the benefit of creditors until the Landlord has received all moneys owing to it by the Tenant.
- (2) The Guarantor must hold any proof, claim or dividend received by it in trust for the Landlord.

Title Reference 51083113

**18.7 Joint and Several Liability**

If the Guarantor is more than one person –

- (1) each is liable even if the others do not sign the Guarantee or do not sign it properly;
- (2) their liability is joint and several;
- (3) each remaining Guarantor continues to be liable even if one of the other Guarantors is released from liability or stops being liable for any reason.

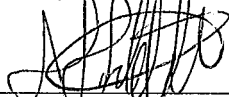
**18.8 Death of Guarantor**

If the Guarantor dies, and –

- (1) the Landlord acting reasonably is not satisfied with the financial standing of the Guarantor's estate; or
- (2) the personal representatives of the Guarantor requests a release from the Guarantee;

the Landlord may require, and the Tenant must provide, a new Guarantor as a substitute for the deceased Guarantor, but nothing in this clause will oblige the Landlord to accept a substitute Guarantor of lesser financial standing than the deceased Guarantor.


**SIGNED SEALED AND DELIVERED** by  
**GARY ROBERT DOLPHIN** as Guarantor in  
the presence of



Signature of Witness

ALLAN DAVID HIBBETT

Name of Witness in full

  
\_\_\_\_\_  
Signature of Gary Robert Dolphin  
15/10/2020  
\_\_\_\_\_  
Date

**SCHEDULE**

Title Reference 51083113

**PHOTOGRAPHS/CONDITION REPORT**  
[Clause 14.2(2)(a)]

# 84000 - GST Payable/Refundable

2021 Financial Year

Preparer Sam Greco

Reviewer Sam Greco

Status Ready for Review

Account Code	Description	CY Balance	LY Balance	Change
84000	GST Payable/Refundable	(\$0.58)		100%
<b>TOTAL</b>		<b>CY Balance</b>	<b>LY Balance</b>	
		(\$0.58)		

## Supporting Documents

- Activity Preparation Report [Report](#)
- Tabcorp Retail Offer.pdf [84000](#)
- Sept Qtr 2020 BGL360 BAS report.pdf [84000](#)
- RE\_ Nucifora Super Fund BAS.msg [84000](#)
- to sign and send back - Dec Qtr 2020 BAS Nucifora SF.pdf [84000](#)
- Dec Qtr 2020 BGL360 printout Nucifora SMSF.pdf [84000](#)
- Activity Preparation Report - Detailed [Report](#)
- Emailing\_ CCF23112020\_0002.msg [84000](#)
- Nucifora Super BAS.pdf [84000](#)
- 2021 BAS Rec Quarterly.xls [84000](#)
- ifora Super GST Registration.pdf [84000](#)
- to sign and send back to Sam Greco - Sept Qtr 2020 BAS.pdf [84000](#)

## Standard Checklist

- Attach copy of Activity Preparation Report
- Attach copy of Activity Preparation Report - Detailed
- Confirm Transactions in ATO Portal

Nucifora Super Fund (Qld) Pty Ltd A/T Nucifora Superannuation Fund

# Activity Statement Preparation Report

For The Period 01 July 2020 - 30 June 2021

Description	Reference	Gross(Inc GST)	GST
<b>Income</b>			
<b>Sales</b>			
4/344 Bilsen Road, Geebung QLD, Australia		4,950.00	450.00
		4,714.60	428.60
		3,034.90	275.90
		3,034.90	275.90
		3,034.90	275.90
		3,034.90	275.90
		3,034.90	275.90
<b>Total Sales</b>	G1	<u>24,839.10</u>	
<b>Total GST collected on Sales</b>	1A		<u>2,258.10</u>
<b>Expenses</b>			
<b>Capital Purchases</b>			
4/344 Bilsen Road, Geebung QLD, Australia		429.00	39.00
		429,000.00	39,000.00
<b>Total Capital Purchases</b>	G10	<u>429,429.00</u>	
<b>Non Capital Purchases</b>			
Administration Costs		220.00	0.00
4/344 Bilsen Road, Geebung QLD, Australia		5,461.50	496.50
		110.00	10.00
4/344 Bilsen Road, Geebung QLD, Australia		640.26	
		637.65	
		195.20	0.00
		666.90	
4/344 Bilsen Road, Geebung QLD, Australia		176.48	16.04
		325.25	29.57
		13.52	0.00
		24.75	0.00
		112.45	10.22
		7.55	0.00
4/344 Bilsen Road, Geebung QLD, Australia		215.00	19.55



Description	Reference	Gross(Inc GST)	GST
		216.00	19.64
4/344 Bilsen Road, Geebung QLD, Australia		314.09	28.55
		94.45	8.59
		649.96	59.09
		613.60	55.78
4/344 Bilsen Road, Geebung QLD, Australia		550.00	50.00
4/344 Bilsen Road, Geebung QLD, Australia		141.72	
		211.55	
		73.85	
4/344 Bilsen Road, Geebung QLD, Australia			248.99
<b>Total Non Capital Purchases</b>	G11	11,671.73	
<b>Total GST Paid on Purchases</b>	1B		40,091.52

# Nucifora Super Fund (Qld) Pty Ltd A/T Nucifora Superannuation Fund

## Detailed Activity Statement Preparation Report

For The Period 01 July 2020 - 30 June 2021

Description	Reference	Gross(Inc GST)	GST Rate	GST
<b>Income</b>				
<b>Sales</b>				
<b>Property Income</b>				
4/344 Bilsen Road, Geebung QLD, Australia				
16/10/2020	4/344 Bilsen Road, Geebung QLD, Australia	4,950.00	100%	450.00
19/01/2021	4/344 Bilsen Road, Geebung QLD, Australia	4,714.60	100%	428.60
16/02/2021	4/344 Bilsen Road, Geebung QLD, Australia	3,034.90	100%	275.90
11/03/2021	4/344 Bilsen Road, Geebung QLD, Australia	3,034.90	100%	275.90
13/04/2021	4/344 Bilsen Road, Geebung QLD, Australia	3,034.90	100%	275.90
18/05/2021	4/344 Bilsen Road, Geebung QLD, Australia	3,034.90	100%	275.90
21/06/2021	4/344 Bilsen Road, Geebung QLD, Australia	3,034.90	100%	275.90
		24,839.10		2,258.10
		24,839.10		2,258.10
<b>Total Sales</b>	G1	24,839.10		
<b>Total GST collected on Sales</b>	1A			2,258.10
<b>Expenses</b>				
<b>Capital Purchases</b>				
<b>Real Estate Properties (Australian - Non Residential)</b>				
4/344 Bilsen Road, Geebung QLD, Australia				
10/09/2020	4/344 Bilsen Road, Geebung QLD, Australia	429.00	100%	39.00
07/10/2020	4/344 Bilsen Road, Geebung QLD, Australia	429,000.00	100%	39,000.00
		429,429.00		39,039.00
		429,429.00		39,039.00
<b>Total Capital Purchases</b>	G10	429,429.00		
<b>Non Capital Purchases</b>				
<b>Administration Costs</b>				
Administration Costs				
10/03/2021	Administration Costs	220.00	GST Free	0.00
		220.00		0.00
		220.00		0.00
<b>Property Expenses - Agents Commissions</b>				

Description	Reference	Gross(Inc GST)	GST Rate	GST
4/344 Bilsen Road, Geebung QLD, Australia				
16/10/2020	4/344 Bilsen Road, Geebung QLD, Australia	5,461.50	100%	496.50
16/10/2020	4/344 Bilsen Road, Geebung QLD, Australia	110.00	100%	10.00
		<u>5,571.50</u>		<u>506.50</u>
		5,571.50		506.50

#### Property Expenses - Council Rates

4/344 Bilsen Road, Geebung QLD, Australia				
07/10/2020	4/344 Bilsen Road, Geebung QLD, Australia	640.26	GST Free	
04/01/2021	4/344 Bilsen Road, Geebung QLD, Australia	637.65	GST Free	
04/01/2021	4/344 Bilsen Road, Geebung QLD, Australia	195.20	GST Free	0.00
03/04/2021	4/344 Bilsen Road, Geebung QLD, Australia	666.90	GST Free	
		<u>2,140.01</u>		<u>0.00</u>
		2,140.01		0.00

#### Property Expenses - Insurance Premium

4/344 Bilsen Road, Geebung QLD, Australia				
09/10/2020	4/344 Bilsen Road, Geebung QLD, Australia	176.48	100%	16.04
09/10/2020	4/344 Bilsen Road, Geebung QLD, Australia	325.25	100%	29.57
09/10/2020	4/344 Bilsen Road, Geebung QLD, Australia	13.52	GST Free	0.00
09/10/2020	4/344 Bilsen Road, Geebung QLD, Australia	24.75	GST Free	0.00
10/11/2020	4/344 Bilsen Road, Geebung QLD, Australia	112.45	100%	10.22
10/11/2020	4/344 Bilsen Road, Geebung QLD, Australia	7.55	GST Free	0.00
		<u>660.00</u>		<u>55.83</u>
		660.00		55.83

#### Property Expenses - Repairs Maintenance

4/344 Bilsen Road, Geebung QLD, Australia				
28/10/2020	4/344 Bilsen Road, Geebung QLD, Australia	215.00	100%	19.55
28/04/2021	4/344 Bilsen Road, Geebung QLD, Australia	216.00	100%	19.64
		<u>431.00</u>		<u>39.19</u>
		431.00		39.19

#### Property Expenses - Strata Levy Fees

4/344 Bilsen Road, Geebung QLD, Australia				
07/10/2020	4/344 Bilsen Road, Geebung QLD, Australia	314.09	100%	28.55
07/10/2020	4/344 Bilsen Road, Geebung QLD, Australia	94.45	100%	8.59
20/11/2020	4/344 Bilsen Road, Geebung QLD, Australia	649.96	100%	59.09

Description	Reference	Gross(Inc GST)	GST Rate	GST
02/03/2021	4/344 Bilsen Road, Geebung QLD, Australia	613.60	100%	55.78
		1,672.10		152.01
		1,672.10		152.01

**Property Expenses - Sundry Expenses**

4/344 Bilsen Road, Geebung QLD, Australia

27/05/2021	4/344 Bilsen Road, Geebung QLD, Australia	550.00	100%	50.00
		550.00		50.00
		550.00		50.00

**Property Expenses - Water Rates**

4/344 Bilsen Road, Geebung QLD, Australia

10/12/2020	4/344 Bilsen Road, Geebung QLD, Australia	141.72	GST Free	
21/02/2021	4/344 Bilsen Road, Geebung QLD, Australia	211.55	GST Free	
15/05/2021	4/344 Bilsen Road, Geebung QLD, Australia	73.85	GST Free	
		427.12		0.00
		427.12		0.00

**Real Estate Properties (Australian - Non Residential)**

4/344 Bilsen Road, Geebung QLD, Australia

07/10/2020	4/344 Bilsen Road, Geebung QLD, Australia		100%	248.99
		0.00		248.99
		0.00		248.99

**Total Non Capital Purchases**

G11 11,671.73

**Total GST Paid on Purchases**

1B 40,091.52

**BAS Summary**

<b>Total Sales</b>	<b>G1</b>	24,839.10	<b>Total GST Collected on Sales</b>	<b>1A</b>	2,258.10
<b>Total Capital Purchases</b>	<b>G10</b>	429,429.00	<b>Total GST Paid on Purchases</b>	<b>1B</b>	40,091.52
<b>Total Non Capital Purchases</b>	<b>G11</b>	11,671.73	<b>GST Payable / (Refundable)</b>		(37,833.42)

# Tabcorp

Tabcorp Holdings Limited  
ABN 66 063 780 709

All Registry communications to:  
Link Market Services Limited  
Locked Bag A14  
Sydney South NSW 1235 Australia  
Telephone (toll free within Australia): 1300 665 661  
From outside Australia: +61 1300 665 661  
ASX Code: TAH  
Email: tabcorp@linkmarketservices.com.au



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NUCIFORA SUPER FUND (QLD) PTY  
LTD  
<NUCIFORA SUPERANNUATION FUND  
A/C>  
9 DAWNETA COURT  
WARNER QLD 4500

Settlement Date: 18 September 2020

Allotment Date: 21 September 2020

Payment Date: 23 September 2020

Despatch Date: 23 September 2020

Reference Number: I40177351913

## Tabcorp Holdings Limited (Tabcorp) Retail Entitlement Offer – Retail Premium Payment

Tabcorp has completed the retail component of its 1 for 11 accelerated pro-rata renounceable entitlement offer of new fully paid ordinary shares in Tabcorp (**New Shares**), with retail entitlements trading, as announced by Tabcorp on 19 August 2020 (**Retail Entitlement Offer**).

The New Shares which are equivalent to the number of shares:

- not taken up by Eligible Retail Shareholders under the Retail Entitlement Offer; and
- that would have been offered to Ineligible Shareholders had they been entitled to participate in the Retail Entitlement Offer,

were offered to other eligible investors through a bookbuild process which was conducted on 15 September 2020 (**Retail Shortfall Bookbuild**).

The Retail Shortfall Bookbuild resulted in a final price of A\$3.31 per New Share, a premium of A\$0.06 (**Retail Premium**) to the Offer Price of A\$3.25. As you did not participate in the Retail Entitlement Offer, either in whole or in part, your renunciation proceeds have been determined as follows:

A	Offer Price per New Share:	A\$3.25
B	Number of New Shares renounced under the Retail Entitlement Offer:	270
C	Retail Shortfall Bookbuild price:	A\$3.31
D	Retail Premium (C less A):	A\$0.06
E	Gross renunciation proceeds payable (B multiplied by D):	\$16.20

The amount shown in row E has been credited to your nominated financial institution.

For further information, you should call the Tabcorp Offer Information Line on 1300 665 661 (within Australia) or +61 1300 665 661 (outside Australia) from 8.00am to 7.30pm (AEST) Monday to Friday.

This statement represents the amount credited to your nominated financial institution as detailed below:

### BANKING INSTRUCTIONS:

**BANK:** ANZ BANK  
**ACCOUNT NAME:** \*\*\*\*\*9042  
**BSB:** 014-209  
**ACCOUNT NO:** NUCIFORA SUPERFUND (QLD) PTY LTD

Please retain this statement to assist in preparing your tax return.

**Personal Information Collection Notification Statement:** Personal information about you is held on the public register in accordance with Chapter 2C of the *Corporations Act 2001*. For details about Link Group's personal information handling practices including collection, use and disclosure, how you may access and correct your personal information and raise privacy concerns, visit our website at [www.linkmarketservices.com.au](http://www.linkmarketservices.com.au) for a copy of the LINK Group condensed privacy statement, or contact us by phone on +61 1800 502 355 (free call within Australia) 9am-5pm (Sydney time) Monday to Friday (excluding public holidays) to request a copy of our complete privacy policy.

Nucifora Super Fund (Qld) Pty Ltd A/T Nucifora Superannuation Fund

# Detailed Activity Statement Preparation Report

For The Period 01 July 2020 - 30 September 2020

Description	Reference	Gross(Inc GST)	GST Rate	GST
<b>Income</b>				
<b>Sales</b>				
Total Sales	G1	0.00		
Total GST collected on Sales	1A			0.00
<b>Expenses</b>				
<b>Capital Purchases</b>				
<b>Real Estate Properties (Australian - Non Residential)</b>				
4/344 Bilsen Road, Geebung QLD, Australia				
10/09/2020	4/344 Bilsen Road, Geebung QLD, Australia	429.00	100%	39.00
		429.00		39.00
		429.00		39.00
Total Capital Purchases	G10	429.00		
<b>Non Capital Purchases</b>				
Total Non Capital Purchases	G11	0.00		
Total GST Paid on Purchases	1B			39.00

**BAS Summary**

Total Sales	G1	0.00	Total GST Collected on Sales	1A	0.00
Total Capital Purchases	G10	429.00	Total GST Paid on Purchases	1B	39.00
Total Non Capital Purchases	G11	0.00	GST Payable / (Refundable)		(39.00)





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NUCIFORA SUPERANNUATION FUND  
9 DAWNETA COURT  
WARNER QLD 4500

Our reference: 47 497 101 529  
Phone: 13 28 66

14 October 2020

## We have backdated your activity statement registration

Dear Sir/Madam,

We have backdated your activity statement registration, as you asked. We have also included your activity statement/s for the extra period/s with this letter.

### What you need to do

Lodge your activity statement/s and pay any amount you owe as soon as possible.

You can lodge your activity statement/s by:

- › using our online services through your myGov account (for individuals and sole traders only)
- › using our Business Portal
- › phoning our self-help service on 13 72 26 (only for nil activity statements)
- › sending the completed statement/s to the address shown on your activity statement payment slip
- › contacting your registered agent to lodge for you.

If you have missed the due date to lodge a statement, we may charge you a failure to lodge penalty and a general interest charge.

### For more information

You can find instructions to help you fill out and lodge activity statements on our website [ato.gov.au](http://ato.gov.au) by searching for 'Lodge your BAS'.

Yours faithfully,

Melinda Smith  
Deputy Commissioner of Taxation

#### NEED HELP?

If you have any questions, you can phone us on **13 28 66** between 8.00am and 6.00pm, Monday to Friday.

If you have trouble paying the amount you owe, you can phone us on **13 11 42**.

#### IF YOU PHONE US

We need to know we're talking to the right person before we can discuss your tax affairs. We'll ask for details only you, or an authorised person, would know.

An authorised person is someone you've told us can share information or make decisions for you.

If you can, please have your tax file number or Australian business number with you when you phone.





007846 036  
**NUCIFORA SUPERANNUATION FUND**  
**9 DAWNETA COURT**  
**WARNER QLD 4500**

Office use only

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# Business activity statement

July to September 2020

Document ID **36 736 997 575**

ABN **47 497 101 529**

Form due on **28 Oct 2020**

Payment due on **28 Oct 2020**

GST accounting method **Cash**

Contact phone number

Authorised contact person who completed the form

## HOW TO LODGE

This form can be lodged online. Visit [ato.gov.au/general/online-services](http://ato.gov.au/general/online-services)

- Individuals and sole traders can lodge online via their myGov account.
- Businesses can use the secure portal or Standard Business Reporting (SBR) enabled software.

If lodging by paper:

- print clearly using a **black** pen
- use whole dollars or '0' (zero)
- do not use n/a, nil, negative figures or symbols.

## Goods and services tax (GST)

for the QUARTER from 25 Aug 2020 to 30 Sep 2020

Complete Option 1 OR 2 OR 3 (indicate one choice with an X)

**Option 1: Calculate GST and report quarterly**

Total sales (G1 requires 1A completed) **G1** \$

Does the amount shown at G1 include GST? (indicate with X)  Yes  No

Export sales **G2** \$

Other GST-free sales **G3** \$

Capital purchases **G10** \$

Non-capital purchases **G11** \$

Report GST on sales at 1A and GST on purchases at 1B in the Summary section over the page

OR

**Option 2: Calculate GST quarterly and report annually**

Total sales (G1 requires 1A completed) **G1** \$

Does the amount shown at G1 include GST? (indicate with X)  Yes  No

Report GST on sales at 1A and GST on purchases at 1B in the Summary section over the page

OR

**Option 3: Pay GST instalment amount quarterly**

**G21** \$

Write the G21 amount at 1A in the Summary section over the page (leave 1B blank)

OR if varying this amount, complete G22, G23, G24

Estimated net GST for the year **G22** \$

Varied amount payable for the quarter **G23** \$

Write the G23 amount at 1A in the Summary section over the page (leave 1B blank)

Reason code for variation **G24**

**Do not complete this option**

NAT 4191-11.2019 [DE-9137]

149ATDM\_Backdated\_DLX\_574/007846/016548/t2

## HOW TO PAY

Your payment reference number (PRN) is: **47497 101 529 6660**

BPAY®



Billers code: 75556  
 Ref: **474971015296660**

Telephone & Internet Banking – BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or credit card account.  
 More info: [www.bpay.com.au](http://www.bpay.com.au)

## CREDIT OR DEBIT CARD

Pay online with your credit or debit card at [www.governmenteasypay.gov.au/PayATO](http://www.governmenteasypay.gov.au/PayATO)

To pay by phone, call the Government EasyPay service on 1300 898 089.  
 A card payment fee applies.

## OTHER PAYMENT OPTIONS

For other payment options, visit [ato.gov.au/paymentoptions](http://ato.gov.au/paymentoptions)

## HOW TO LODGE

This form can be lodged online. Visit [ato.gov.au/general/online-services](http://ato.gov.au/general/online-services)



Client: <b>LLANE FAMILY TRUST</b>	W/P:	C3
	Initials	Date
<b>QUARTERLY BAS SUMMARY</b>	Prep by:	
For Year Ended <b>30.06.21</b>	Rev by:	

BAS RETURNS FOR THE YEAR	Total Sales	Purchases	GST Sales	GST Purchases	PAYGI	PAYGW	Wages	Total
Sept <b>LODGED</b>	14,841		0	6,878		2,688	21,000	-4,190
Dec	11,798		0	359		1,380	14,980	1,021
March	20,110		0	315		78	9,798	-237
June	16,407		0	356		0	5,800	-356
	63,156	0	0	7,908	0	4,146	51,578	-3,762

BAS PAYMENTS FOR THE YEAR	Total Sales	Purchases	GST Sales	GST Purchases	PAYGI	PAYGW	Wages	Total
Sept				5,955				-5,955
Dec				361				-361
March				315				-315
June				354				-354
Totals	0	0	0	6,984	0	0	0	-6,984

<b>VARIANCE</b>	<b>63,156</b>	<b>0</b>	<b>0</b>	<b>924</b>	<b>0</b>	<b>4,146</b>	<b>51,578</b>	<b>3,222</b>
-----------------	---------------	----------	----------	------------	----------	--------------	---------------	--------------

BAS not yet Paid/(Received)		
June QTR BAS -		(356.00)
PAYGW		
		(356.00)
Timing Differences		
Income		
Expenses		
GST on Sundry Creditors (Cash basis only)		
GST on Sundry Debtors (Cash basis only)		
Other		-
Errors		
Income not declared (As attached)	FBT	94.78
Income declared in error (As attached)		
Expenses not claimed (As attached)		
Expenses claimed in error (As attached)	2020 & 2021    Deposit on Prado 2020	909.01
		924.01
		1,018.79
Previous years adjustments not resolved (As attached)		
		662.79
ATO Rounding	A/c code: <input style="width: 50px;" type="text"/>	
Total As Per Statement of Financial Position		835.65

172.86

2021 Prado Deposit - \$909.09 included in BAS lodged- duplicate to car GST lodged





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

**Agent** SAM GRECO & CO.  
**Client** NUCIFORA SUPERANNUATION  
FUND  
**ABN** 47 497 101 529

## Print activity statement

Account	Period	Document ID	GST accounting method
Activity statement – 001 – NUCIFORA SUPERANNUATION FUND	Oct 2020 – Dec 2020	40707056545	Cash

**Payment due date** 02 March 2021

## Statement summary

Description	Reported Value	Owed to ATO	Owed by ATO
<b>Goods and services tax (GST)</b>			
1A Owed to ATO		\$450.00	
1B Owed by ATO			\$39,985.00
G1 Total sales	\$4,950.00		
Does this include GST?	Yes		

## Refund amount

\$39,535.00

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

## Declaration

- > I NUCIFORA SUPERANNUATION FUND authorise SAM GRECO & CO. to give the Oct 2020 – Dec 2020 activity statement to the Commissioner of Taxation for 001 – NUCIFORA 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: \_\_\_\_\_



036

NUCIFORA SUPERANNUATION FUND  
9 DAWNETA COURT  
WARNER QLD 4500

Our reference: 7118147874487  
Phone: 13 28 66  
GST Registration Number: 47 497 101 529/001

11 September 2020

## Your GST registration

Dear Sir/Madam

We've registered you for goods and services tax (GST). The details of your registration are:

<b>GST registration number:</b>	47 497 101 529
<b>Account number:</b>	001
<b>Date registration takes effect:</b>	25 August 2020
<b>GST tax periods:</b>	Quarterly
<b>GST accounting method:</b>	Cash
<b>GST reporting method:</b>	Simpler BAS

As your GST tax periods are quarterly, you need to lodge a GST return with us for each quarter. Quarterly tax periods end on 30 September, 31 December, 31 March and 30 June.

Your GST return will form part of an activity statement that is issued towards the end of each quarter for you to complete and send back to us. Your completed activity statement needs to be lodged on or before the 28th day of the month following the end of each quarter, with the exception of the December quarter. For the December quarter, returns need to be lodged by 28 February.

### GST reporting method

Your GST reporting method determines how you report your GST obligation on an activity statement. As your projected GST turnover is less than \$10 million, your reporting method has been set to simpler BAS. For information on Simpler BAS reporting requirements, go to [www.ato.gov.au/gstreportingmethods](http://www.ato.gov.au/gstreportingmethods)

### Wine equalisation tax, luxury car tax or fuel tax credits

If you indicated on your application for registration that you may have obligations under the wine equalisation tax, luxury car tax or fuel tax credits legislation, you will be contacted at a later date for further details.

# Nucifora Super Fund (Qld) Pty Ltd A/T Nucifora Superannuation Fund

## Detailed Activity Statement Preparation Report

For The Period 01 October 2020 - 31 December 2020

Description	Reference	Gross(Inc GST)	GST Rate	GST
<b>Income</b>				
<b>Sales</b>				
<b>Interest Received</b>				
Term Deposit 79897				
06/11/2020	Term Deposit 79897	168.77	GST Free	0.00
		<u>168.77</u>		<u>0.00</u>
		168.77		0.00
<b>Property Income</b>				
4/344 Bilsen Road, Geebung QLD, Australia				
16/10/2020	4/344 Bilsen Road, Geebung QLD, Australia	4,950.00	100%	450.00
		<u>4,950.00</u>		<u>450.00</u>
		4,950.00		450.00
<b>Total Sales</b>	G1	<u>5,118.77</u>		
<b>Total GST collected on Sales</b>	1A			<u>450.00</u>
<b>Expenses</b>				
<b>Capital Purchases</b>				
<b>Real Estate Properties (Australian - Non Residential)</b>				
4/344 Bilsen Road, Geebung QLD, Australia				
07/10/2020	4/344 Bilsen Road, Geebung QLD, Australia	429,000.00	100%	39,000.00
		<u>429,000.00</u>		<u>39,000.00</u>
		429,000.00		39,000.00
<b>Total Capital Purchases</b>	G10	<u>429,000.00</u>		
<b>Non Capital Purchases</b>				
<b>Property Expenses - Agents Commissions</b>				
4/344 Bilsen Road, Geebung QLD, Australia				
16/10/2020	4/344 Bilsen Road, Geebung QLD, Australia	5,461.50	100%	496.50
16/10/2020	4/344 Bilsen Road, Geebung QLD, Australia	110.00	100%	10.00
		<u>5,571.50</u>		<u>506.50</u>
		5,571.50		506.50
<b>Property Expenses - Council Rates</b>				
4/344 Bilsen Road, Geebung QLD, Australia				

Description	Reference	Gross(Inc GST)	GST Rate	GST
07/10/2020	4/344 Bilsen Road, Geebung QLD, Australia	640.26	100%	58.21
		640.26		58.21
		640.26		58.21
<b>Property Expenses - Insurance Premium</b>				
4/344 Bilsen Road, Geebung QLD, Australia				
09/10/2020	4/344 Bilsen Road, Geebung QLD, Australia	176.48	100%	16.04
09/10/2020	4/344 Bilsen Road, Geebung QLD, Australia	325.25	100%	29.57
09/10/2020	4/344 Bilsen Road, Geebung QLD, Australia	13.52	GST Free	0.00
09/10/2020	4/344 Bilsen Road, Geebung QLD, Australia	24.75	GST Free	0.00
10/11/2020	4/344 Bilsen Road, Geebung QLD, Australia	112.45	100%	10.22
10/11/2020	4/344 Bilsen Road, Geebung QLD, Australia	7.55	GST Free	0.00
		660.00		55.83
		660.00		55.83
<b>Property Expenses - Repairs Maintenance</b>				
4/344 Bilsen Road, Geebung QLD, Australia				
28/10/2020	4/344 Bilsen Road, Geebung QLD, Australia	215.00	100%	19.55
		215.00		19.55
		215.00		19.55
<b>Property Expenses - Strata Levy Fees</b>				
4/344 Bilsen Road, Geebung QLD, Australia				
07/10/2020	4/344 Bilsen Road, Geebung QLD, Australia	314.09	100%	28.55
07/10/2020	4/344 Bilsen Road, Geebung QLD, Australia	94.45	100%	8.59
20/11/2020	4/344 Bilsen Road, Geebung QLD, Australia	649.96	100%	59.09
		1,058.50		96.23
		1,058.50		96.23
<b>Property Expenses - Water Rates</b>				
4/344 Bilsen Road, Geebung QLD, Australia				
10/12/2020	4/344 Bilsen Road, Geebung QLD, Australia	141.72	GST Free	
		141.72		0.00
		141.72		0.00
<b>Real Estate Properties (Australian - Non Residential)</b>				
4/344 Bilsen Road, Geebung QLD, Australia				
07/10/2020	4/344 Bilsen Road, Geebung QLD, Australia		100%	248.99
		0.00		248.99

Description	Reference	Gross(Inc GST)	GST Rate	GST
		0.00		248.99
<b>Total Non Capital Purchases</b>	G11	<u>8,286.98</u>		
<b>Total GST Paid on Purchases</b>	1B			<u>39,985.31</u>

**BAS Summary**

<b>Total Sales</b>	<b>G1</b>	5,118.77	<b>Total GST Collected on Sales</b>	<b>1A</b>	450.00
<b>Total Capital Purchases</b>	<b>G10</b>	429,000.00	<b>Total GST Paid on Purchases</b>	<b>1B</b>	39,985.31
<b>Total Non Capital Purchases</b>	<b>G11</b>	8,286.98	<b>GST Payable / (Refundable)</b>		(39,535.31)



Nucifora Super Fund (Qld) Pty Ltd A/T Nucifora Superannuation Fund

# Activity Statement Preparation Report

For The Period 01 October 2020 - 31 December 2020

Description	Reference	Gross(Inc GST)	GST
<b>Income</b>			
<b>Sales</b>			
Term Deposit 79897		168.77	0.00
4/344 Bilsen Road, Geebung QLD, Australia		4,950.00	450.00
<b>Total Sales</b>	G1	<u>5,118.77</u>	
<b>Total GST collected on Sales</b>	1A		<u>450.00</u>
<b>Expenses</b>			
<b>Capital Purchases</b>			
4/344 Bilsen Road, Geebung QLD, Australia		429,000.00	39,000.00
<b>Total Capital Purchases</b>	G10	<u>429,000.00</u>	
<b>Non Capital Purchases</b>			
4/344 Bilsen Road, Geebung QLD, Australia		5,461.50	496.50
		110.00	10.00
4/344 Bilsen Road, Geebung QLD, Australia		640.26	58.21
4/344 Bilsen Road, Geebung QLD, Australia		176.48	16.04
		325.25	29.57
		13.52	0.00
		24.75	0.00
		112.45	10.22
		7.55	0.00
4/344 Bilsen Road, Geebung QLD, Australia		215.00	19.55
4/344 Bilsen Road, Geebung QLD, Australia		314.09	28.55
		94.45	8.59
		649.96	59.09
4/344 Bilsen Road, Geebung QLD, Australia		141.72	
4/344 Bilsen Road, Geebung QLD, Australia			248.99
<b>Total Non Capital Purchases</b>	G11	<u>8,286.98</u>	
<b>Total GST Paid on Purchases</b>	1B		<u>39,985.31</u>



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

**Agent** SAM GRECO & CO.  
**Client** NUCIFORA SUPERANNUATION  
FUND  
**ABN** 47 497 101 529

## Print activity statement

Account	Period	Document ID	GST accounting method
Activity statement – 001 – NUCIFORA SUPERANNUATION FUND	Jul 2020 – Sep 2020	36736997575	Cash

**Payment due date** 28 October 2020

## Statement summary

Description	Reported Value	Owed to ATO	Owed by ATO
<b>Goods and services tax (GST)</b>			
1A Owed to ATO		\$0.00	
1B Owed by ATO			\$39.00
G1 Total sales	\$0.00		
Does this include GST?	No		

## Refund amount

\$39.00

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

## Declaration

- > I NUCIFORA SUPERANNUATION FUND authorise SAM GRECO & CO. to give the Jul 2020 – Sep 2020 activity statement to the Commissioner of Taxation for 001 – NUCIFORA 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: \_\_\_\_\_

# 84200 - Activity Statement Account

2021 Financial Year

Preparer Sam Greco

Reviewer Sam Greco

Status Ready for Review

Account Code	Description	CY Balance	LY Balance	Change
84200	Activity Statement Account	(\$1,740.00)		100%
<b>TOTAL</b>		<b>CY Balance</b>	<b>LY Balance</b>	
		(\$1,740.00)		

## Supporting Documents

- General Ledger [Report](#)
- ATO - Integrated Client Account.pdf [84200](#)

## Standard Checklist

- Attach all source documentation and confirmations of Liability

Nucifora Super Fund (Qld) Pty Ltd A/T Nucifora Superannuation Fund

# General Ledger

As at 30 June 2021

Transaction Date	Description	Units	Debit	Credit	Balance \$
<b>Activity Statement Account (84200)</b>					
<i>Activity Statement Account (84200)</i>					
30/06/2021	MArch 21 GST			924.00	924.00 CR
30/06/2021	June 21 GST			758.00	1,682.00 CR
30/06/2021	December 20 BAS adjustment			58.00	1,740.00 CR
				<b>1,740.00</b>	<b>1,740.00 CR</b>

**Total Debits: 0.00**

**Total Credits: 1,740.00**



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

**Agent** SAM GRECO & CO.  
**Client** NUCIFORA SUPERANNUATION  
FUND  
**ABN** 47 497 101 529  
**TFN** 783 750 296

## Activity statement 001

<b>Date generated</b>	24/09/2021
<b>Overdue</b>	\$0.00
<b>Not yet due</b>	\$0.00
<b>Balance</b>	\$0.00

## Transactions

4 results found - from **01 July 2020** to **30 June 2021** sorted by **processed date** ordered **oldest to newest**

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
10 Dec 2020	28 Oct 2020	Original Activity Statement for the period ending 30 Sep 20 - GST		\$39.00	\$39.00 CR
10 Dec 2020	15 Dec 2020	EFT refund for GST for the period from 01 Jul 20 to 30 Sep 20	\$39.00		\$0.00
26 Feb 2021	2 Mar 2021	Original Activity Statement for the period ending 31 Dec 20 - GST		\$39,535.00	\$39,535.00 CR
1 Mar 2021	4 Mar 2021	EFT refund for GST for the period from 01 Oct 20 to 31 Dec 20	\$39,535.00		\$0.00

# 85000 - Income Tax Payable/Refundable

2021 Financial Year

Preparer Sam Greco

Reviewer Sam Greco

Status Ready for Review

Account Code	Description	CY Balance	LY Balance	Change
85000	Income Tax Payable/Refundable	\$470.00	(\$940.33)	(149.98)%
<b>TOTAL</b>		<b>CY Balance</b>	<b>LY Balance</b>	
		\$470.00	(\$940.33)	

## Supporting Documents

- Statement of Taxable Income [Report](#)

## Standard Checklist

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

# Statement of Taxable Income

For the year ended 30 June 2021

---

	2021
	\$
Benefits accrued as a result of operations	0.00
<b>Taxable Income or Loss</b>	<hr/> 0.00
Income Tax on Taxable Income or Loss	0.00
<b>CURRENT TAX OR REFUND</b>	<hr/> 0.00
Supervisory Levy	259.00
Income Tax Instalments Paid	(470.00)
<b>AMOUNT DUE OR REFUNDABLE</b>	<hr/> (211.00) <hr/>

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# 86000 - PAYG Payable

2021 Financial Year

Preparer Sam Greco

Reviewer Sam Greco

Status Ready for Review

Account Code	Description	CY Balance	LY Balance	Change
86000	PAYG Payable	(\$470.00)		100%
<b>TOTAL</b>		<b>CY Balance</b>	<b>LY Balance</b>	
		(\$470.00)		

## Supporting Documents

No supporting documents

## Standard Checklist

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

# A - Financial Statements

2021 Financial Year

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**Preparer** Sam Greco

**Reviewer** Sam Greco

**Status** Ready for Review

## Supporting Documents

- Nucifora Super Fund - updated 2021 financials & income tax return for signing.pdf

## Standard Checklist

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

24 September, 2021

The Trustees  
Nucifora Superannuation Fund  
9 Dawneta Court  
WARNER QLD 4500

Dear John & Janelle

**Re: Nucifora Superannuation Fund**

Enclosed please find the 2021 Superannuation Forms listed below:

1. Financial Statements;
1. Trustee Declaration;
2. Minutes of Meetings;
3. Members Statements;
4. Income Tax Return;
5. Investment Strategy
6. Audit Representation Letter;
7. Audit Engagement Letter

**Income Tax Returns**

Please peruse the financial statements and income tax return and if the details are correct, sign where indicated and return to us for lodgement. A bound copy of the Financial Statements and Income Tax Return for the Super Fund will be available once the audit has been completed.

Superannuation funds are required to self-assess their liability to taxation. A notice of assessment will **NOT** issue from the Taxation Office and it is the responsibility of the fund to ensure lodgement and any payment is made by the due date, which in your case is **16 May 2022**. However for the 2021 year, we have calculated that the Super Fund has an amount Payable of **\$2560.77** after deducting the ATO supervisory levy.

**Self-Managed Superannuation Fund Audit**

Anyone who runs a Self-Managed Superannuation Fund (SMSF) must ensure that a registered SMSF auditor audits the fund annually. An SMSF auditor examines the validity and accuracy of an SMSF's financial records and makes sure the fund is compliant with superannuation rules. Upon receipt of your signed Financial Statements and Income Tax Return, we will forward your Self-Managed Superfund to a registered independent auditor. You will then be provided with a copy of the auditor's management letter, audit report and auditors invoice approximately 2 weeks after submission.

**Minutes**

The Minutes of Meetings are contained within the Financial Statements. These minutes are prepared as standard drafts, however you should peruse them to ensure they correctly state the position in relation to the matters raised. They may be amended or added to if your circumstances require. If no alterations are required and you wish to accept the drafts as actual records, please sign the minutes where indicated and return them to our office.

**Audit Engagement Letter and Trustee Representation Letter**

We also enclose the Audit Engagement Letter and Trustee Representation Letter. The auditors contact details and registrations numbers are contained in these documents. Please peruse these documents and if satisfactory, sign where indicated and return to our office.

**Investment Strategy**

We have included a copy of your fund's investment strategy in the financial statements.

You should review your strategy regularly (at least annually) to ensure it continues to meet the current and future needs of your members depending on their personal circumstances. It needs to be tailored to your Fund's circumstances and set out why and how you have chosen to invest the Fund's assets to meet these goals..

Certain significant events should also prompt you to review your strategy, such as:

- a market correction (e.g. resulting from Covid-19)
- when a member joins the fund or departs a fund
- when a member commences receiving a pension. This is to ensure the fund has sufficient liquid assets and cash flow to meet minimum pension payments prior to 30 June each year.

You should also document that you have undertaken this review and any decisions made arising from the review. For example, you could do this as part of the annual trustee meeting minutes. You should then provide these minutes or other evidence of a review to the super fund auditor. This will show that you've met the requirement to review regularly and, where necessary, revised your investment strategy.

**Other Matters**

**2022 Concessional Contributions Cap** - from 1 July 2021, the general concessional contribution cap is \$27,500.00 for all individuals, regardless of age.

**Nucifora Superannuation Fund  
2021**

**24 September,**

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**Disclaimer**

Taxation is only one of the matters that must be considered when making a decision on a financial product and you should consider taking advice from the holder of an Australian Financial Services licence before making a decision on a financial product.

Please do not hesitate to contact us if you have any queries or if we can be of further assistance in other matters and thank you for continuing to choose this firm to be of service to you.

Regards

*Sam Greco*

**SAM GRECO**

Encls

*Janelle Nucifora*

*Johu Nucifora*  
.....




**CHARTERED ACCOUNTANT**

**Business Focused Solutions**

A.B.N. 16 230 504 491  
 PO Box 354, ASPLEY QLD 4034  
 Phone (07) 3263 5200 Fax (07) 3263 4830

John & Janelle Nucifora  
 Nucifora Superannuation Fund  
 9 Dawneta Court  
 WARNER QLD 4500

**Tax Invoice**  
**208881**  
 Ref: NUCISFS1  
 27 September, 2021

Description	Amount
Professional Services Rendered Preparation of Financial Statements for the period ended 30 June 2021 which included: Processing of lump sum payments Dissection and coding of Bank Statements in preparation of Journals for preparation of Trial Balance for the year ended 30 June 2021 Calculate members benefits and allocate income to each member Preparation of Member Statements for the period ended 30 June 2021 Preparation and Lodgement of Superannuation Fund Tax Return and associated schedules for the year ended 30 June 2021 Preparation of Resolution of Minutes for the period ended 30 June 2021 Sundry advice and Other Matters (This invoice does not include Auditor Fees. These will be invoiced separately by the Auditor.)*	  1,793.00

**Terms: Strictly Seven Days** **AMT Due \$ 1,793.00**  
 The Amount Due Includes GST of \$163.00  
 \* Indicates Taxable Supply  
**Refer to our Terms of Trade on our website [www.taxonline.com.au](http://www.taxonline.com.au)**  
**REMINDER - TAX RETURNS AND BAS'S WILL NOT BE LODGED UNTIL PAYMENT OF INVOICE**

<b>Remittance Advice.</b>		Invoice: 208881
Nucifora Superannuation Fund		Ref: NUCISFS1
*Cheque	*Cash	27 September, 2021
*M/card & VISA Only		
*Direct Deposit - please use Invoice No. as your REFERENCE		<b>Amt Due: \$ 1,793.00</b>
<b>Senrico Pty Ltd --- BSB 484 799 Acc 167 066 970</b>		
Card No.	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Validation No. <input type="text"/>
Cardholder .....	Signature .....	Expiry Date .....



Nucifora Super Fund (Qld) Pty Ltd  
ATF Nucifora Superannuation Fund

Financial Statements & Reports  
for the year ended  
30 June 2021



**Sam Greco & Co**  
Level 1, 1355 Gympie Road, ASPLEY QLD 4032  
PO Box 354, ASPLEY QLD 4034  
ABN: 16230504491  
Phone 07 3263 5200 Fax 07 3263 4830  
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Nucifora Super Fund (Qld) Pty Ltd A/T Nucifora Superannuation Fund

# Operating Statement

For the year ended 30 June 2021

	Note	2021 \$	2020 \$
<b>Income</b>			
<b>Investment Income</b>			
Dividends Received	9	18,644.28	25,141.03
Interest Received		1,258.68	8,682.34
Property Income	10	22,581.00	0.00
<b>Investment Gains</b>			
Changes in Market Values	11	141,557.11	(120,630.54)
<b>Contribution Income</b>			
Employer Contributions		50,398.40	49,601.60
<b>Total Income</b>		<u>234,439.47</u>	<u>(37,205.57)</u>
<b>Expenses</b>			
Accountancy Fees		2,934.00	2,098.00
Administration Costs		220.00	220.00
ATO Supervisory Levy		259.00	259.00
Auditor's Remuneration		330.00	418.00
ASIC Fees		328.00	321.00
Bank Charges		3.00	0.60
General Expenses - Non-Deductible		9.92	0.00
Interest Paid		0.00	0.61
Insurance		0.00	320.00
Property Expenses - Agents Commissions		5,065.00	0.00
Property Expenses - Council Rates		2,101.41	0.00
Property Expenses - Insurance Premium		604.17	0.00
Property Expenses - Repairs Maintenance		391.81	0.00
Property Expenses - Strata Levy Fees		1,486.33	0.00
Property Expenses - Sundry Expenses		500.00	0.00
Property Expenses - Water Rates		427.12	0.00
		<u>14,659.76</u>	<u>3,637.21</u>
<b>Member Payments</b>			
Life Insurance Premiums		15,943.25	12,809.13
Benefits Paid/Transfers Out		0.00	20,000.00
<b>Total Expenses</b>		<u>30,603.01</u>	<u>36,446.34</u>
<b>Benefits accrued as a result of operations before income tax</b>		<u>203,836.46</u>	<u>(73,651.91)</u>
Income Tax Expense	12	2,771.77	940.33
<b>Benefits accrued as a result of operations</b>		<u>201,064.69</u>	<u>(74,592.24)</u>

J.N.

J.N.

The accompanying notes form part of these financial statements.

Refer to compilation report



**Statement of Financial Position**

As at 30 June 2021

	Note	2021 \$	2020 \$
<b>Assets</b>			
<b>Investments</b>			
Real Estate Properties (Australian - Non Residential)	2	390,000.00	0.00
Shares in Listed Companies (Australian)	3	598,653.11	439,219.21
Shares in Listed Companies (Overseas)	4	1,372.64	617.32
<b>Total Investments</b>		<u>990,025.75</u>	<u>439,836.53</u>
<b>Other Assets</b>			
Formation Expenses		374.00	374.00
ANZ Business Premium Saver		177,074.99	3,583.72
ANZ Business Online Saver		33,677.67	445,626.71
Reinvestment Residual Account		0.00	80.52
Term Deposit 79897		0.00	102,056.70
<b>Total Other Assets</b>		<u>211,126.66</u>	<u>551,721.65</u>
<b>Total Assets</b>		<u>1,201,152.41</u>	<u>991,558.18</u>
Less:			
<b>Liabilities</b>			
GST Payable		8.10	0.00
Income Tax Payable		2,301.77	940.33
PAYG Payable		470.00	0.00
Activity Statement Account		1,740.00	0.00
Investment Liabilities		4,950.00	0.00
<b>Total Liabilities</b>		<u>9,469.87</u>	<u>940.33</u>
<b>Net assets available to pay benefits</b>		<u>1,191,682.54</u>	<u>990,617.85</u>
Represented by:			
<b>Liability for accrued benefits allocated to members' accounts</b>	6, 7		
NUCIFORA, John - Accumulation		603,784.01	506,365.37
NUCIFORA, Janelle - Accumulation		587,898.53	484,252.48
<b>Total Liability for accrued benefits allocated to members' accounts</b>		<u>1,191,682.54</u>	<u>990,617.85</u>

J.N.

J.N.

The accompanying notes form part of these financial statements.

Refer to compilation report

## Notes to the Financial Statements

For the year ended 30 June 2021

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### Note 1: Summary of Significant Accounting Policies

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

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

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 their market values, which refers to the amount that a willing buyer could reasonably be expected to pay to acquire the 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 values have 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 are 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 at the fair value of the consideration received or receivable.

##### Interest revenue

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

## Notes to the Financial Statements

For the year ended 30 June 2021

### 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 are 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 the investment was acquired during the period).

### 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. 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).

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.

### f. Critical Accounting Estimates and Judgements

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

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

#### Note 2: Real Estate Properties (Australian - Non Residential)

	2021 \$	2020 \$
4/344 Bilsen Road, Geebung QLD, Australia	390,000.00	0.00
	390,000.00	0.00

#### Note 3: Shares in Listed Companies (Australian)

	2021 \$	2020 \$
AMP Limited	3,967.88	6,542.59

## Notes to the Financial Statements

For the year ended 30 June 2021

Bluescope Steel Limited	22,465.08	11,958.87
Commonwealth Bank Of Australia.	232,297.62	161,470.92
Coles Group Limited.	6,357.48	6,387.24
Energy Resources Of Australia Limited	705.90	420.83
Medibank Private Limited	11,126.36	10,527.79
National Australia Bank Limited	42,004.44	29,188.44
Origin Energy Limited	9,606.30	11,855.20
RIO Tinto Limited	66,106.08	51,135.12
Santos Limited	106.35	79.50
Suncorp Group Limited	27,708.34	23,019.62
Tabcorp Holdings Limited	15,332.80	10,004.80
Telstra Corporation Limited.	2,177.04	1,721.50
Westpac Banking Corporation	123,991.24	86,231.80
Wesfarmers Limited	23,817.30	18,066.49
Woodside Petroleum Limited	10,882.90	10,608.50
	598,653.11	439,219.21

#### Note 4: Shares in Listed Companies (Overseas)

	2021 \$	2020 \$
Virgin Money Uk Plc	1,372.64	617.32
	1,372.64	617.32

#### Note 6: Liability for Accrued Benefits

	2021 \$	2020 \$
Liability for accrued benefits at beginning of year	990,617.85	1,065,210.09
Benefits accrued as a result of operations	201,064.69	(74,592.24)
Current year member movements	0.00	0.00
Liability for accrued benefits at end of year	1,191,682.54	990,617.85

#### Note 7: Vested Benefits



## Notes to the Financial Statements

For the year ended 30 June 2021

Vested benefits are benefits which 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 \$	2020 \$
Vested Benefits	1,191,682.54	990,617.85

### Note 8: Guaranteed Benefits

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

### Note 9: Dividends

	2021 \$	2020 \$
AMP Limited	352.70	0.00
Bluescope Steel Limited	143.22	143.22
Coles Group Limited.	225.06	239.73
Commonwealth Bank Of Australia.	5,768.48	10,025.06
Medibank Private Limited	426.04	549.28
National Australia Bank Limited	961.20	2,659.32
Origin Energy Limited	462.25	609.00
RIO Tinto Limited	3,829.29	3,306.32
Santos Limited	1.39	2.47
Suncorp Group Limited	897.84	1,778.36
Tabcorp Holdings Limited	222.00	651.20
Telstra Corporation Limited.	89.20	88.00
Wesfarmers Limited	737.49	598.11
Westpac Banking Corporation	4,275.56	3,843.20
Woodside Petroleum Limited	252.56	647.76
	<u>18,644.28</u>	<u>25,141.03</u>

### Note 10: Rental Income

	2021 \$	2020 \$
4/344 Bilsen Road, Geebung QLD, Australia	22,581.00	0.00
	<u>22,581.00</u>	<u>0.00</u>

## Notes to the Financial Statements

For the year ended 30 June 2021

### Note 11: Changes in Market Values Unrealised Movements in Market Value

	2021 \$	2020 \$
<b>Real Estate Properties (Australian - Non Residential)</b>		
4/344 Bilsen Road, Geebung QLD, Australia	(18,099.31)	0.00
	<u>(18,099.31)</u>	<u>0.00</u>
<b>Shares in Listed Companies (Australian)</b>		
AMP Limited	(2,574.71)	(934.65)
Bluescope Steel Limited	10,506.21	(368.28)
Coles Group Limited.	(29.76)	1,405.86
Commonwealth Bank Of Australia.	70,826.70	(31,075.36)
Energy Resources Of Australia Limited	285.07	(108.60)
Medibank Private Limited.	598.57	(1,760.50)
National Australia Bank Limited	12,816.00	(13,617.00)
Origin Energy Limited	(2,711.15)	(2,984.10)
RIO Tinto Limited	14,970.96	(2,767.50)
Santos Limited	26.85	(26.70)
Suncorp Group Limited	4,688.72	(10,569.82)
Sundance Resources Limited	80,920.44	0.00
Tabcorp Holdings Limited	5,328.00	(3,167.20)
Telstra Corporation Limited.	368.79	(396.00)
Wesfarmers Limited	5,750.81	3,453.99
Westpac Banking Corporation	37,759.44	(50,009.64)
Woodside Petroleum Limited	274.40	(7,046.70)
	<u>239,805.34</u>	<u>(119,972.20)</u>
<b>Shares in Listed Companies (Overseas)</b>		
Cybg Plc	0.00	220.07
Virgin Money Uk Plc	755.32	(878.41)
	<u>755.32</u>	<u>(658.34)</u>
<b>Total Unrealised Movement</b>	<u>222,461.35</u>	<u>(120,630.54)</u>
<b>Realised Movements in Market Value</b>		
	2021 \$	2020 \$

Refer to compilation report

## Notes to the Financial Statements

For the year ended 30 June 2021

<b>Shares in Listed Companies (Australian)</b>		
Sundance Resources Limited	(80,920.44)	0.00
Tabcorp Holdings Limited	16.20	0.00
	(80,904.24)	0.00
<b>Total Realised Movement</b>	(80,904.24)	0.00
<b>Total Market Movement</b>	141,557.11	(120,630.54)

### Note 12: Income Tax Expense

	2021 \$	2020 \$
The components of tax expense comprise		
Current Tax	2,771.77	940.33
Income Tax Expense	2,771.77	940.33

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%	30,575.47	(11,047.79)
Less:		
Tax effect of:		
Increase in MV of Investments	33,369.20	0.00
Realised Accounting Capital Gains	(12,135.64)	0.00
Add:		
Tax effect of:		
Decrease in MV of Investments	0.00	18,094.58
Pension non deductible expenses	1.35	0.00
Benefit Payments	0.00	3,000.00
Franking Credits	1,159.64	1,607.00
Rounding	(0.20)	(0.14)
Income Tax on Taxable Income or Loss	10,502.70	11,653.65
Less credits:		
Franking Credits	7,730.93	10,713.32
Current Tax or Refund	2,771.77	940.33

Nucifora Super Fund (Qld) Pty Ltd A/T Nucifora Superannuation Fund  
**Investment Performance**

As at 30 June 2021

Investment	Opening Value	Purchases / Additions	Sales / Reductions	Closing Value	Realised Market Gain	Unrealised Market Gain	Net Income	Income and Market Gain	Return %
<b>Bank Accounts</b>									
ANZ Business Online Saver	445,626.71	0.00	0.00	33,677.67	0.00	0.00	65.28	65.28	0.01 %
ANZ Business Premium Saver	3,583.72	0.00	0.00	177,074.99	0.00	0.00	71.73	71.73	2.00 %
	<b>449,210.43</b>	<b>0.00</b>	<b>0.00</b>	<b>210,752.66</b>	<b>0.00</b>	<b>0.00</b>	<b>137.01</b>	<b>137.01</b>	<b>0.03 %</b>
<b>Term Deposits</b>									
Term Deposit 79897	102,056.70	0.00	0.00	0.00	0.00	0.00	1,121.67	1,121.67	1.10 %
	<b>102,056.70</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,121.67</b>	<b>1,121.67</b>	<b>1.10 %</b>
<b>Real Estate Properties (Australian - Non Residential)</b>									
4/344Geeb QLD, Australia	0.00	408,099.31	0.00	390,000.00	0.00	(18,099.31)	12,005.16	(6,094.15)	(1.49) %
	<b>0.00</b>	<b>408,099.31</b>	<b>0.00</b>	<b>390,000.00</b>	<b>0.00</b>	<b>(18,099.31)</b>	<b>12,005.16</b>	<b>(6,094.15)</b>	<b>(1.49) %</b>
<b>Shares in Listed Companies (Australian)</b>									
AMP.AX AMP Limited	6,542.59	0.00	0.00	3,967.88	0.00	(2,574.71)	503.86	(2,070.85)	(31.65) %
BSL.AX Bluescope Steel Limited	11,958.87	0.00	0.00	22,465.08	0.00	10,506.21	143.22	10,649.43	89.05 %
COL.AX Coles Group Limited.	6,387.24	0.00	0.00	6,357.48	0.00	(29.76)	321.51	291.75	4.57 %
CBA.AX Commonwealth Bank Of Australia.	161,470.92	0.00	0.00	232,297.62	0.00	70,826.70	8,240.69	79,067.39	48.97 %
ERA.AX Energy Resources Of Australia Limited	420.83	0.00	0.00	705.90	0.00	285.07	0.00	285.07	67.74 %
MPL.AX Medibank Private Limited	10,527.79	0.00	0.00	11,126.36	0.00	598.57	608.63	1,207.20	11.47 %
NAB.AX National Australia Bank Limited	29,188.44	0.00	0.00	42,004.44	0.00	12,816.00	1,373.14	14,189.14	48.61 %
ORG.AX Origin Energy Limited	11,855.20	462.25	0.00	9,606.30	0.00	(2,711.15)	462.25	(2,248.90)	(18.26) %
RIO.AX RIO Tinto Limited	51,135.12	0.00	0.00	66,106.08	0.00	14,970.96	5,470.41	20,441.37	39.98 %
STO.AX Santos Limited	79.50	0.00	0.00	106.35	0.00	26.85	1.99	28.84	36.28 %
SUN.AX Suncorp Group Limited	23,019.62	0.00	0.00	27,708.34	0.00	4,688.72	1,282.63	5,971.35	25.94 %
SDL.AX Sundance Resources Limited	0.00	0.00	80,920.44	0.00	(80,920.44)	80,920.44	0.00	0.00	0.00 %
TAH.AX Tabcorp Holdings Limited	10,004.80	0.00	0.00	15,332.80	0.00	5,328.00	317.14	5,645.14	56.42 %



Nucifora Super Fund (Qld) Pty Ltd A/T Nucifora Superannuation Fund  
**Investment Performance**

As at 30 June 2021

Investment	Opening Value	Purchases / Additions	Sales / Reductions	Closing Value	Realised Market Gain	Unrealised Market Gain	Net Income	Income and Market Gain	Return %
TAHRA.AX Tabcorp Holdings Limited	0.00	0.00	0.00	0.00	16.20	0.00	0.00	16.20	0.00 %
TLS.AX Telstra Corporation Limited.	1,721.50	86.75	0.00	2,177.04	0.00	368.79	127.43	496.22	27.44 %
WES.AX Wesfarmers Limited	18,066.49	0.00	0.00	23,817.30	0.00	5,750.81	1,053.56	6,804.37	37.66 %
WBC.AX Westpac Banking Corporation	86,231.80	0.00	0.00	123,991.24	0.00	37,759.44	6,107.95	43,867.39	50.87 %
WPL.AX Woodside Petroleum Limited	10,608.50	0.00	0.00	10,882.90	0.00	274.40	360.80	635.20	5.99 %
	<b>439,219.21</b>	<b>549.00</b>	<b>80,920.44</b>	<b>598,653.11</b>	<b>(80,904.24)</b>	<b>239,805.34</b>	<b>26,375.21</b>	<b>185,276.31</b>	<b>51.63 %</b>
<b>Shares in Listed Companies (Overseas)</b>									
VUK.AX Virgin Money Uk Plc	617.32	0.00	0.00	1,372.64	0.00	755.32	0.00	755.32	122.35 %
	<b>617.32</b>	<b>0.00</b>	<b>0.00</b>	<b>1,372.64</b>	<b>0.00</b>	<b>755.32</b>	<b>0.00</b>	<b>755.32</b>	<b>122.35 %</b>
	<b>991,103.66</b>	<b>408,648.31</b>	<b>80,920.44</b>	<b>1,200,778.41</b>	<b>(80,904.24)</b>	<b>222,461.35</b>	<b>39,639.05</b>	<b>181,196.16</b>	<b>13.74 %</b>

Nucifora Super Fund (Qld) Pty Ltd A/T Nucifora Superannuation Fund  
**Investment Summary Report**

As at 30 June 2021

Investment	Units	Market Price	Market Value	Average Cost	Accounting Cost	Unrealised Gain/(Loss)	Gain/(Loss)%	Portfolio Weight%
<b>Cash/Bank Accounts</b>								
ANZ Business Online Saver		33,677.670000	33,677.67	33,677.67	33,677.67			2.80 %
ANZ Business Premium Saver		177,074.990000	177,074.99	177,074.99	177,074.99			14.75 %
			<b>210,752.66</b>		<b>210,752.66</b>		<b>0.00 %</b>	<b>17.55 %</b>
<b>Real Estate Properties (Australian - Non Residential)</b>								
4/344Geebung 4/344 Bilsen Road, Geebung QLD, Australia	1.00	390,000.000000	390,000.00	408,099.31	408,099.31	(18,099.31)	(4.44) %	32.48 %
			<b>390,000.00</b>		<b>408,099.31</b>	<b>(18,099.31)</b>	<b>(4.44) %</b>	<b>32.48 %</b>
<b>Shares in Listed Companies (Australian)</b>								
AMP.AX AMP Limited	3,527.00	1.125000	3,967.88	6.19	21,820.63	(17,852.75)	(81.82) %	0.33 %
BSL.AX Bluescope Steel Limited	1,023.00	21.960000	22,465.08	19.98	20,436.96	2,028.12	9.92 %	1.87 %
COL.AX Coles Group Limited.	372.00	17.090000	6,357.48	10.85	4,034.58	2,322.90	57.57 %	0.53 %
CBA.AX Commonwealth Bank Of Australia.	2,326.00	99.870000	232,297.62	55.01	127,944.70	104,352.92	81.56 %	19.35 %
ERA.AX Energy Resources Of Australia Limited	2,715.00	0.260000	705.90	8.46	22,965.27	(22,259.37)	(96.93) %	0.06 %
MPL.AX Medibank Private Limited	3,521.00	3.160000	11,126.36	2.00	7,042.00	4,084.36	58.00 %	0.93 %
NAB.AX National Australia Bank Limited	1,602.00	26.220000	42,004.44	29.56	47,352.04	(5,347.60)	(11.29) %	3.50 %
ORG.AX Origin Energy Limited	2,130.00	4.510000	9,606.30	13.75	29,297.58	(19,691.28)	(67.21) %	0.80 %
RIO.AX RIO Tinto Limited	522.00	126.640000	66,106.08	68.54	35,776.67	30,329.41	84.77 %	5.51 %
STO.AX Santos Limited	15.00	7.090000	106.35	12.86	192.94	(86.59)	(44.88) %	0.01 %
SUN.AX Suncorp Group Limited	2,494.00	11.110000	27,708.34	13.86	34,578.66	(6,870.32)	(19.87) %	2.31 %
TAH.AX Tabcorp Holdings Limited	2,960.00	5.180000	15,332.80	2.94	8,713.45	6,619.35	75.97 %	1.28 %
TLS.AX Telstra Corporation Limited.	579.00	3.760000	2,177.04	4.27	2,473.75	(296.71)	(11.99) %	0.18 %
WES.AX Wesfarmers Limited	403.00	59.100000	23,817.30	27.36	11,027.95	12,789.35	115.97 %	1.98 %
WBC.AX Westpac Banking Corporation	4,804.00	25.810000	123,991.24	24.83	119,279.62	4,711.62	3.95 %	10.33 %
WPL.AX Woodside Petroleum Limited	490.00	22.210000	10,882.90	43.12	21,129.92	(10,247.02)	(48.50) %	0.91 %
			<b>598,653.11</b>		<b>514,066.72</b>	<b>84,586.39</b>	<b>16.45 %</b>	<b>49.86 %</b>

**Shares in Listed Companies (Overseas)**

Nucifora Super Fund (Qld) Pty Ltd A/T Nucifora Superannuation Fund  
**Investment Summary Report**

As at 30 June 2021

Investment	Units	Market Price	Market Value	Average Cost	Accounting Cost	Unrealised Gain/(Loss)	Gain/(Loss)%	Portfolio Weight%
VUK.AX Virgin Money Uk Plc	373.00	3.680000	1,372.64	4.01	1,495.73	(123.09)	(8.23) %	0.11 %
			<b>1,372.64</b>		<b>1,495.73</b>	<b>(123.09)</b>	<b>(8.23) %</b>	<b>0.11 %</b>
			<b>1,200,778.41</b>		<b>1,134,414.42</b>	<b>66,363.99</b>	<b>5.85 %</b>	<b>100.00 %</b>

Nucifora Super Fund (Qld) Pty Ltd A/T Nucifora Superannuation Fund  
Investment Income Report

As at 30 June 2021

Investment	Total Income	Franked	Unfranked	Interest/ Other	Franking Credits	Foreign Income	Foreign Credits * 1	Assessable Income (Excl. Capital Gains) * 2	TFN Credits	Other Deductions	Distributed Capital Gains	Non-Assessable Payments
<b>Bank Accounts</b>												
ANZ Business Online Saver	65.28			65.28	0.00	0.00	0.00	65.28			0.00	0.00
ANZ Business Premium Saver	71.73			71.73	0.00	0.00	0.00	71.73			0.00	0.00
	<b>137.01</b>			<b>137.01</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>137.01</b>			<b>0.00</b>	<b>0.00</b>
<b>Real Estate Properties (Australian - Non Residential)</b>												
4/344Geebun4/344 Bilsen Road, Geebung QLD, Australia	22,581.00							22,581.00				
	<b>22,581.00</b>							<b>22,581.00</b>				
<b>Shares in Listed Companies (Australian)</b>												
AMP.AX AMP Limited	352.70	352.70	0.00		151.16			503.86		0.00		
BSL.AX Bluescope Steel Limited	143.22	0.00	143.22		0.00			143.22		0.00		
COL.AX Coles Group Limited.	225.06	225.06	0.00		96.45			321.51		0.00		
CBA.AX Commonwealth Bank Of Australia.	5,768.48	5,768.48	0.00		2,472.21			8,240.69		0.00		
MPL.AX Medibank Private Limited	426.04	426.04	0.00		182.59			608.63		0.00		
NAB.AX National Australia Bank Limited	961.20	961.20	0.00		411.94			1,373.14		0.00		
ORG.AX Origin Energy Limited	462.25		462.25					462.25		0.00		
RIO.AX RIO Tinto Limited	3,829.29	3,829.29	0.00		1,641.12			5,470.41		0.00		
STO.AX Santos Limited	1.39	1.39	0.00		0.60			1.99		0.00		
SUN.AX Suncorp Group Limited	897.84	897.84	0.00		384.79			1,282.63		0.00		
TAH.AX Tabcorp Holdings Limited	222.00	222.00	0.00		95.14			317.14		0.00		
TLS.AX Telstra Corporation Limited.	89.20	89.20	0.00		38.23			127.43		0.00		
WES.AX Wesfarmers Limited	737.49	737.49	0.00		316.07			1,053.56		0.00		
WBC.AX Westpac Banking Corporation	4,275.56	4,275.56	0.00		1,832.39			6,107.95		0.00		
WPL.AX Woodside Petroleum Limited	252.56	252.56	0.00		108.24			360.80		0.00		
	<b>18,644.28</b>	<b>18,038.81</b>	<b>605.47</b>		<b>7,730.93</b>			<b>26,375.21</b>		<b>0.00</b>		
<b>Term Deposits</b>												
Term Deposit 79897	1,121.67			1,121.67	0.00	0.00	0.00	1,121.67			0.00	0.00
	<b>1,121.67</b>			<b>1,121.67</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,121.67</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

Nucifora Super Fund (Qld) Pty Ltd A/T Nucifora Superannuation Fund  
**Investment Income Report**

As at 30 June 2021

Investment	Total Income	Franked	Unfranked	Interest/ Other	Franking Credits	Foreign Income	Foreign Credits *1	Assessable Income		Other Deductions	Distributed Capital Gains	Non- Assessable Payments
								(Excl. Capital Gains) *2	TFN Credits			
	42,483.96	18,038.81	605.47	1,258.68	7,730.93	0.00	0.00	50,214.89	0.00	0.00	0.00	0.00
Assessable Income (Excl. Capital Gains)	50,214.89											
Net Capital Gain	0.00											
<b>Total Assessable Income</b>	<b>50,214.89</b>											

\* 1 Includes foreign credits from foreign capital gains.

\* 2 Assessable Income in the SMSF Annual Return will be different as capital gains and losses from disposals of assets have not been included.  
 For a breakdown of Distributed Capital Gains and Non-Assessable Payments refer to Distributions Reconciliation Report.



## Compilation Report

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We have compiled the accompanying special purpose financial statements of the Nucifora Super Fund (Qld) Pty Ltd A/T Nucifora Superannuation Fund which comprise the statement of financial position as at 30/06/2021 the operating statement for the year then ended, a summary of significant accounting policies and other explanatory notes. The specific purpose for which the special purpose financial statements have been prepared is set out in Note 1 to the financial statements.

### The Responsibility of the Trustee

The Trustee of Nucifora Super Fund (Qld) Pty Ltd A/T Nucifora Superannuation Fund are solely responsible for the information contained in the special purpose financial statements, the reliability, accuracy and completeness of the information and for the determination that the financial reporting framework used is appropriate to meet their needs and for the purpose that the financial statements were prepared.

### Our Responsibility

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

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

### Assurance Disclaimer

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

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

Sam Greco & Co Chartered Accountant

of

1355 Gympie Road, Aspley, Queensland 4034

Signed:

*Sam Greco*

Dated:

12-10-2021

## Trustees Declaration

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

In the opinion of the directors of the trustee company:

- (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 then ended 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.

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

*Janelle Nucifora*

24-10-2021

.....  
Janelle NUCIFORA  
Nucifora Superfund (QLD) Pty Ltd  
Director

*John Nucifora*

.....  
John NUCIFORA  
Nucifora Superfund (QLD) Pty Ltd  
Director

24-10-2021

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

## Minutes of a meeting of the Director(s)

held on \_\_\_\_\_ at 9 Dawneta Court, Warner, Queensland 4500

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<b>PRESENT:</b>	Janelle NUCIFORA and John NUCIFORA
<b>APOLOGIES:</b>	
<b>MINUTES:</b>	The Chair reported that the minutes of the previous meeting had been signed as a true record.
<b>FINANCIAL STATEMENTS OF SUPERANNUATION FUND:</b>	<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>
<b>TRUSTEE'S DECLARATION:</b>	It was resolved that the trustee's declaration of the superannuation fund be signed.
<b>ANNUAL RETURN:</b>	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.
<b>TRUST DEED:</b>	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.
<b>INVESTMENT STRATEGY:</b>	The allocation of the fund's assets and the fund's investment performance over this financial year were reviewed and found to be within the acceptable ranges outlined in the investment strategy. After considering the risk, rate of return 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.
<b>INSURANCE COVER:</b>	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.
<b>ALLOCATION OF INCOME:</b>	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).
<b>INVESTMENT ACQUISITIONS:</b>	It was resolved to ratify the investment acquisitions throughout the financial year ended 30 June 2021.
<b>INVESTMENT DISPOSALS:</b>	It was resolved to ratify the investment disposals throughout the financial year ended 30 June 2021.
<b>AUDITORS:</b>	<p>It was resolved that</p> <p>Anthony 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>



# Minutes of a meeting of the Director(s)

held on \_\_\_\_\_ at 9 Dawneta Court, Warner, Queensland 4500

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**TAX AGENTS:**

It was resolved that

Sam Greco & Co Chartered Accountant

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 –

*Janelle Nucifora*

.....  
Janelle NUCIFORA

*John Nucifora*

.....  
John NUCIFORA

Chairperson

# Nucifora Super Fund (Qld) Pty Ltd A/T Nucifora Superannuation Fund

## Members Statement

Janelle Maree NUCIFORA  
 9 Dawneta Court  
 Warner, Queensland, 4500, Australia

### Your Details

Date of Birth : 04/07/1968  
 Age: 52  
 Tax File Number: 489905044  
 Date Joined Fund: 01/07/2015  
 Service Period Start Date:  
 Date Left Fund:  
 Member Code: NUCJAN00002A  
 Account Start Date 01/07/2015  
 Account Phase: Accumulation Phase  
 Account Description: Accumulation

Nominated Beneficiaries John NUCIFORA  
 Vested Benefits 587,898.53  
 Total Death Benefit 1,360,778.53  
 Disability Benefit 772,880.00

### Your Balance

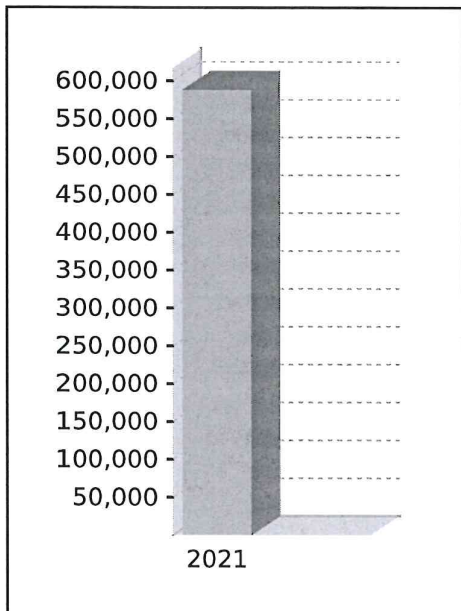
Total Benefits 587,898.53

#### Preservation Components

Preserved 587,898.53  
 Unrestricted Non Preserved  
 Restricted Non Preserved

#### Tax Components

Tax Free  
 Taxable 587,898.53



### Your Detailed Account Summary

	This Year
Opening balance at 01/07/2020	484,252.48
<u>Increases to Member account during the period</u>	
Employer Contributions	25,398.40
Personal Contributions (Concessional)	
Personal Contributions (Non Concessional)	
Government Co-Contributions	
Other Contributions	
Proceeds of Insurance Policies	
Transfers In	
Net Earnings	87,121.51
Internal Transfer In	
<u>Decreases to Member account during the period</u>	
Pensions Paid	
Contributions Tax	3,809.75
Income Tax	2,193.43
No TFN Excess Contributions Tax	
Excess Contributions Tax	
Refund Excess Contributions	
Division 293 Tax	
Insurance Policy Premiums Paid	2,870.68
Management Fees	
Member Expenses	
Benefits Paid/Transfers Out	
Superannuation Surcharge Tax	
Internal Transfer Out	
Closing balance at 30/06/2021	587,898.53

*J.N. J.N.*

# Nucifora Super Fund (Qld) Pty Ltd A/T Nucifora Superannuation Fund

## Members Statement

John NUCIFORA  
 9 Dawneta Court  
 Warner, Queensland, 4500, Australia

### Your Details

Date of Birth : 22/08/1961  
 Age: 59  
 Tax File Number: 486201235  
 Date Joined Fund: 01/07/2015  
 Service Period Start Date:  
 Date Left Fund:  
 Member Code: NUCJOH00002A  
 Account Start Date 01/07/2015  
 Account Phase: Accumulation Phase  
 Account Description: Accumulation

Nominated Beneficiaries Janelle Maree NUCIFORA  
 Vested Benefits 603,784.01  
 Total Death Benefit 1,515,414.76  
 Disability Benefit 911,630.75

### Your Balance

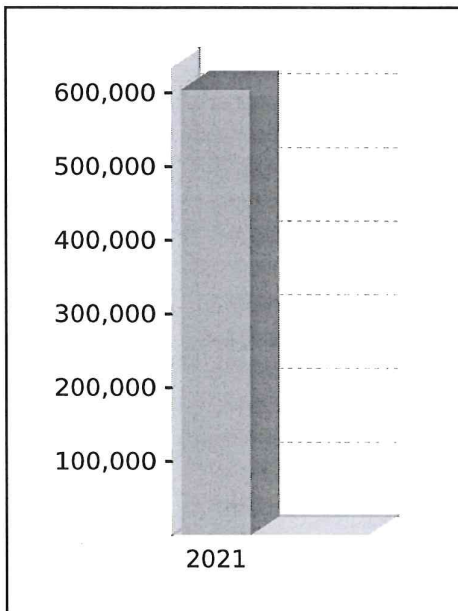
Total Benefits 603,784.01

#### Preservation Components

Preserved 603,784.01  
 Unrestricted Non Preserved  
 Restricted Non Preserved

#### Tax Components

Tax Free 499.43  
 Taxable 603,284.58



### Your Detailed Account Summary

	This Year
Opening balance at 01/07/2020	506,365.37
<u>Increases to Member account during the period</u>	
Employer Contributions	25,000.00
Personal Contributions (Concessional)	
Personal Contributions (Non Concessional)	
Government Co-Contributions	
Other Contributions	
Proceeds of Insurance Policies	
Transfers In	
Net Earnings	89,990.73
Internal Transfer In	
<u>Decreases to Member account during the period</u>	
Pensions Paid	
Contributions Tax	3,749.99
Income Tax	749.53
No TFN Excess Contributions Tax	
Excess Contributions Tax	
Refund Excess Contributions	
Division 293 Tax	
Insurance Policy Premiums Paid	13,072.57
Management Fees	
Member Expenses	
Benefits Paid/Transfers Out	
Superannuation Surcharge Tax	
Internal Transfer Out	
Closing balance at 30/06/2021	603,784.01

*J.N.*

*J.N.*

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

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

**Privacy**

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

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

*The Australian Business Register*

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

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

*Electronic funds transfer - direct debit*

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

Tax file number

Year

Name of partnership, trust, fund or entity

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

**Important**

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

**Declaration: I declare that:**

- the information provided to the agent for the preparation of this tax return, including any applicable schedules is true and correct, and
- the agent is authorised to lodge this tax return.

Signature of partner, trustee or director

Date

**PART B Electronic funds transfer consent**

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

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

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

Agent's reference number

Account Name

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

Signature

Date



# 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)

Return year 

The Self-managed superannuation fund annual return instructions 2021 (NAT 71606) (the instructions) can assist you to complete this annual return.

The SMSF annual return cannot be used to notify us of a change in fund membership. You must update fund details via [ABR.gov.au](http://ABR.gov.au) or complete the Change of details for superannuation entities form (NAT3036).

## Section A: Fund information

### 1 Tax file number (TFN)

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

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

### 3 Australian business number (ABN)

### 4 Current postal address





### 5 Annual return status

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

 A  N

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

 B  N

### 6 SMSF auditor

Auditor's name

Title

Family name

First given name

Other given names

SMSF Auditor Number

Auditor's phone number

Use Agent address details?

Postal address





Date audit was completed

 A 

Was Part A of the audit report qualified?

 B  N

Was Part B of the audit report qualified?

 C  N

If Part B of the audit report was qualified, have the reported issues been rectified?

 D 

Sensitive (when completed)

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 (must be six digits) 014209 Fund account number 526279042

Fund account name (for example, J&Q Citizen ATF J&Q Family SF) NUCIFORA SUPERANNUATION FUND

I would like my tax refunds made to this account. Y Print Y for yes or N for no. If Yes, Go to C.

B Financial institution account details for tax refunds

Use Agent Trust Account? [ ]

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

BSB number [ ] Account number [ ]

Fund account name (for example, J&Q Citizen ATF J&Q Family SF) [ ]

C Electronic service address alias

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

[ ]

8 Status of SMSF

Australian superannuation fund A Y

Fund benefit structure B A Code

Does the fund trust deed allow acceptance of the Government's Super Co-contribution and Low Income Super Contribution? C Y

9 Was the fund wound up during the income year?

N Print Y for yes or N for no. If yes, provide the date on which fund was wound up Day Month Year [ ]

Have all tax lodgment and payment obligations been met? [ ]

10 Exempt current pension income

Did the fund pay retirement phase superannuation income stream benefits to one or more members in the income year? N Print Y for yes or N for no.

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

If No, Go to Section B: Income

If 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 [ ] Print Y for yes

Did the fund have any other income that was assessable? E [ ] Print Y for yes or N for no. If Yes, go to Section B: Income

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

Sensitive (when completed)

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**  **N**

Print Y for yes or N for no.

If the total capital loss or total capital gain is greater than \$10,000 or you elected to use the 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**

Print Y for yes or N for no.

Code

Net capital gain **A**

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

Gross interest **C**

Forestry managed investment scheme income **X**

Gross foreign income **D1**  Net foreign income **D**  Loss

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

Transfers from foreign funds **F**  Number

Gross payments where ABN not quoted **H**

Gross distribution from partnerships **I**  Loss

\* Unfranked dividend amount **J**

\* Franked dividend amount **K**

\* Dividend franking credit **L**

\* Gross trust distributions **M**  Code

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

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

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

\* Other income **S**  Code

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

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

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

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

Exempt current pension income **Y**

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

Sensitive (when completed)

Fund's tax file number (TFN)

**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	<b>A1</b> <input type="text"/>	<b>A2</b> <input type="text"/>	
Interest expenses overseas	<b>B1</b> <input type="text"/>	<b>B2</b> <input type="text"/>	
Capital works expenditure	<b>D1</b> <input type="text"/>	<b>D2</b> <input type="text"/>	
Decline in value of depreciating assets	<b>E1</b> <input type="text"/>	<b>E2</b> <input type="text"/>	
Insurance premiums – members	<b>F1</b> <input type="text" value="15,943"/>	<b>F2</b> <input type="text"/>	
SMSF auditor fee	<b>H1</b> <input type="text" value="330"/>	<b>H2</b> <input type="text"/>	
Investment expenses	<b>I1</b> <input type="text" value="10,575"/>	<b>I2</b> <input type="text"/>	
Management and administration expenses	<b>J1</b> <input type="text" value="3,744"/>	<b>J2</b> <input type="text"/>	
Forestry managed investment scheme expense	<b>U1</b> <input type="text"/>	<b>U2</b> <input type="text"/>	
Other amounts	<b>L1</b> <input type="text"/> <small>Code</small> <input type="text"/>	<b>L2</b> <input type="text" value="949"/> <small>Code</small> <input type="text" value="0"/>	
Tax losses deducted	<b>M1</b> <input type="text"/>		
<b>TOTAL DEDUCTIONS</b>		<b>TOTAL NON-DEDUCTIBLE EXPENSES</b>	
<b>N</b> <input type="text" value="30,592"/> (Total A1 to M1)		<b>Y</b> <input type="text" value="949"/> (Total A2 to L2)	
<b>#TAXABLE INCOME OR LOSS</b> <small>Loss</small> <input type="text"/>		<b>TOTAL SMSF EXPENSES</b>	
<b>O</b> <input type="text" value="70,018"/> <small>Loss</small> <input type="text"/>		<b>Z</b> <input type="text" value="31,541"/> (N plus Y)	
<b>(TOTAL ASSESSABLE INCOME less TOTAL DEDUCTIONS)</b>			

#This is a mandatory label.

**Section D: Income tax calculation statement****#Important:**

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

**13 Calculation statement**

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

#Taxable income	<b>A</b> <input type="text" value="70,018"/>	
(an amount must be included even if it is zero)		
#Tax on taxable income	<b>T1</b> <input type="text" value="10,502.70"/>	
(an amount must be included even if it is zero)		
#Tax on no-TFN-quoted contributions	<b>J</b> <input type="text" value="0.00"/>	
(an amount must be included even if it is zero)		
Gross tax	<b>B</b> <input type="text" value="10,502.70"/>	
(T1 plus J)		

Sensitive (when completed)



Foreign income tax offset <b>C1</b> <input type="text"/>	Non-refundable non-carry forward tax offsets <b>C</b> <input type="text" value="0.00"/> (C1 plus C2)
Rebates and tax offsets <b>C2</b> <input type="text"/>	

**SUBTOTAL 1**

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

Early stage venture capital limited partnership tax offset <b>D1</b> <input type="text"/>	Non-refundable carry forward tax offsets <b>D</b> <input type="text" value="0.00"/> (D1 plus D2 plus D3 plus D4)
Early stage venture capital limited partnership tax offset carried forward from previous year <b>D2</b> <input type="text"/>	
Early stage investor tax offset <b>D3</b> <input type="text"/>	
Early stage investor tax offset carried forward from previous year <b>D4</b> <input type="text"/>	

**SUBTOTAL 2**

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

Complying fund's franking credits tax offset <b>E1</b> <input type="text" value="7,730.93"/>	Refundable tax offsets <b>E</b> <input type="text" value="7,730.93"/> (E1 plus E2 plus E3 plus E4)
No-TFN tax offset <b>E2</b> <input type="text"/>	
National rental affordability scheme tax offset <b>E3</b> <input type="text"/>	
Exploration credit tax offset <b>E4</b> <input type="text"/>	

**#TAX PAYABLE T5**   
(T3 less E - cannot be less than zero)

**Section 102AAM interest charge**  
**G**

Sensitive (when completed)

Fund's tax file number (TFN)

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**   
 (H1 plus H2 plus H3 plus H5 plus H6 plus H8)

**#Tax offset refunds** **I**   
 (Remainder of refundable tax offsets).  
 (unused amount from label E- an amount must be included even if it is zero)

**PAYG instalments raised**  
**K**

**Supervisory levy**  
**L**

**Supervisory levy adjustment for wound up funds**  
**M**

**Supervisory levy adjustment for new funds**  
**N**

**Total amount of tax payable** **S**   
 (T5 plus G less H less I less K plus L less M plus N)

#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**

Net capital losses brought forward from prior years		Net capital losses carried forward to later income years	
Non-Collectables	3,716		84,620
Collectables	0		0

Sensitive (when completed)

Section F / Section G: Member Information

In Section F / G report all current members in the fund at 30 June.  
Use Section F / G to report any former members or deceased members who held an interest in the fund at any time during the income year.

	See the Privacy note in the Declaration.	Member Number	
Title	Mr	Member's TFN	1
Family name	Nucifora		Account status
First given name	John		<input type="radio"/> Code
Other given names			
Date of birth	22/08/1961	If deceased, date of death	

**Contributions**

OPENING ACCOUNT BALANCE 506,365.37

<p>Refer to instructions for completing these labels</p> <p>Employer contributions <b>A</b> 25,000.00</p> <p>ABN of principal employer <b>A1</b></p> <p>Personal contributions <b>B</b></p> <p>CGT small business retirement exemption <b>C</b></p> <p>CGT small business 15-year exemption amount <b>D</b></p> <p>Personal injury election <b>E</b></p> <p>Spouse and child contributions <b>F</b></p> <p>Other third party contributions <b>G</b></p> <p style="text-align: right;"><b>TOTAL CONTRIBUTIONS</b> <b>N</b> 25,000.00 (Sum of labels A to M)</p>	<p>Proceeds from primary residence disposal <b>H</b></p> <p>Receipt date <b>H1</b></p> <p>Assessable foreign superannuation fund amount <b>I</b></p> <p>Non-assessable foreign superannuation fund amount <b>J</b></p> <p>Transfer from reserve: assessable amount <b>K</b></p> <p>Transfer from reserve: non-assessable amount <b>L</b></p> <p>Contributions from non-complying funds and previously non-complying funds <b>T</b></p> <p>Any other contributions (including Super Co-contributions and low Income Super Contributions) <b>M</b></p>
--	--

**Other transactions**

<p>Accumulation phase account balance <b>S1</b> 603,784.01</p> <p>Retirement phase account balance - Non CDBIS <b>S2</b> 0.00</p> <p>Retirement phase account balance - CDBIS <b>S3</b> 0.00</p> <p><input type="text"/> TRIS Count</p>	<p>Allocated earnings or losses <b>O</b> 72,418.64 <input type="text"/> Loss</p> <p>Inward rollovers and transfers <b>P</b></p> <p>Outward rollovers and transfers <b>Q</b></p> <p>Lump Sum payment <b>R1</b> <input type="text"/> Code</p> <p>Income stream payment <b>R2</b> <input type="text"/> Code</p>	
<b>CLOSING ACCOUNT BALANCE</b> <b>S</b> 603,784.01		
S1 plus S2 plus S3		

Accumulation phase value	<b>X1</b>
Retirement phase value	<b>X2</b>
Outstanding limited recourse borrowing arrangement amount	<b>Y</b>

Sensitive (when completed)

Fund's tax file number (TFN)

See the Privacy note in the Declaration.		Member Number
Title	Mrs	Member's TFN
Family name	Nucifora	2
First given name	Janelle	Account status
Other given names		0 Code
Date of birth	04/07/1968	If deceased, date of death

Contributions

OPENING ACCOUNT BALANCE 484,252.48

Refer to instructions for completing these labels	Proceeds from primary residence disposal
Employer contributions	H
A 25,398.40	Receipt date
ABN of principal employer	H1
A1	Assessable foreign superannuation fund amount
Personal contributions	I
B	Non-assessable foreign superannuation fund amount
CGT small business retirement exemption	J
C	Transfer from reserve: assessable amount
CGT small business 15-year exemption amount	K
D	Transfer from reserve: non-assessable amount
Personal injury election	L
E	Contributions from non-complying funds and previously non-complying funds
Spouse and child contributions	T
F	Any other contributions (including Super Co-contributions and low Income Super Contributions)
Other third party contributions	M
G	
TOTAL CONTRIBUTIONS N 25,398.40	
(Sum of labels A to M)	

Other transactions

Accumulation phase account balance	Allocated earnings or losses	O 78,247.65	Loss
S1 587,898.53	Inward rollovers and transfers	P	
Retirement phase account balance - Non CDBIS	Outward rollovers and transfers	Q	
S2 0.00	Lump Sum payment	R1	Code
Retirement phase account balance - CDBIS	Income stream payment	R2	Code
S3 0.00			
0 TRIS Count	CLOSING ACCOUNT BALANCE S 587,898.53		
	S1 plus S2 plus S3		
Accumulation phase value	X1		
Retirement phase value	X2		
Outstanding limited recourse borrowing arrangement amount	Y		

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

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**

**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**

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**

Print Y for yes or N for no.

15f Limited recourse borrowing arrangements

If the fund had an LRBA were the LRBA borrowings from a licensed financial institution?

**A**

Print Y for yes or N for no.

Did the members or related parties of the fund use personal guarantees or other security for the LRBA?

**B**

Print Y for yes or N for no.

Sensitive (when completed)



**16 LIABILITIES**

Borrowings for limited recourse borrowing arrangements <b>V1</b> <input style="width: 150px;" type="text"/>		Permissible temporary borrowings <b>V2</b> <input style="width: 150px;" type="text"/>		Other borrowings <b>V3</b> <input style="width: 150px;" type="text"/>		Borrowings <b>V</b> <input style="width: 150px;" type="text" value="0"/>		
Total member closing account balances (total of all CLOSING ACCOUNT BALANCES from Sections F and G) <b>W</b> <input style="width: 150px;" type="text" value="1,191,682"/>								
Reserve accounts <b>X</b> <input style="width: 150px;" type="text"/>								
Other liabilities <b>Y</b> <input style="width: 150px;" type="text" value="9,469"/>								
<b>TOTAL LIABILITIES Z</b> <input style="width: 150px;" type="text" value="1,201,151"/>								

**Section I: Taxation of financial arrangements**

**17 Taxation of financial arrangements (TOFA)**

Total TOFA gains	<b>H</b>	<input style="width: 150px;" type="text"/>
Total TOFA losses	<b>I</b>	<input style="width: 150px;" type="text"/>

**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**

Sensitive (when completed)

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 (if required) 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

*Janelle Nucifora*

Date 

Day	Month	Year
24	10	2021

**Preferred trustee or director contact details:**

Title	Mrs	
Family name	Nucifora	
First given name	Janelle	
Other given names		
Phone number	Area code	Number
	07	32645143
Email address		
Non-individual trustee name (if applicable)	Nucifora Super Fund (QLD) Pty Ltd	
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, **SAM GRECO & CO**

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

Tax agent's signature 

--

 Date 

Day	Month	Year

**Tax agent's contact details**

Title	Mr	
Family name	Greco	
First given name	Sam	
Other given names		
Tax agent's practice	SAM GRECO & CO	
Tax agent's phone number	Area code	Number
	07	32635200
Tax agent number	74856004	Reference number NUCISFS1

**Sensitive (when completed)**



# Losses schedule

# 2021

Companies and trusts that do not join consolidated groups should complete and attach this schedule to their 2021 tax return. Superannuation funds should complete and attach this schedule to their 2021 tax return.

Refer to *Losses schedule instructions 2021*, available on our website [ato.gov.au](http://ato.gov.au) for instructions on how to complete this schedule.

Tax file number (TFN)

Name of entity

Australian business number (ABN)

## 2 Net capital losses carried forward to later income years

Year of loss		
2020–21	<b>H</b>	80,904
2019–20	<b>I</b>	
2018–19	<b>J</b>	
2017–18	<b>K</b>	
2016–17	<b>L</b>	3,716
2015–16 and earlier income years	<b>M</b>	
<b>Total</b>	<b>V</b>	84,620

Transfer the amount at **V** to the Net capital losses carried forward to later income years label on your tax return.

**If the schedule is not lodged with the income tax return you are required to sign and date the schedule.**

### Important

Before making this declaration check to ensure that all the information required has been provided on this form and any attachments to this form, and that the information provided is true and correct in every detail. If you are in doubt about any aspect of the tax return, place all the facts before the ATO. The income tax law imposes heavy penalties for false or misleading statements.

### Privacy

Taxation law authorises the ATO to collect information and disclose it to other government agencies. This includes personal information of the person authorised to sign the declaration. For information about your privacy go to [ato.gov.au/privacy](http://ato.gov.au/privacy)

### Taxpayer's declaration

I declare that the information on this form is true and correct.

Signature

Date

Contact person

Daytime contact number  
Area code      Number



Sensitive (when completed)

# Capital gains tax (CGT) schedule

# 2021

Use in conjunction with company, trust, fund or self-managed superannuation fund annual return.  
For instructions on how to complete this schedule refer to the publication Guide to capital gains tax.

Tax file number (TFN)

Taxpayer's name **Nucifora Superannuation Fund**

Australian Business Number (ABN) **47 497 101 529**

## 1 Current year capital gains and capital losses

	Capital gain
Shares in companies listed on an Australian securities exchange	A \$ <input type="text" value="16"/>
Other shares	B \$ <input type="text"/>
Units in unit trusts listed on an Australian securities exchange	C \$ <input type="text"/>
Other units	D \$ <input type="text"/>
Real estate situated in Australia	E \$ <input type="text"/>
Other real estate	F \$ <input type="text"/>
Amount of capital gains from a trust (including a managed fund)	G \$ <input type="text"/>
Collectables	H \$ <input type="text"/>
Other CGT assets and any other CGT events	I \$ <input type="text"/>
Amount of capital gain previously deferred under transitional CGT relief for superannuation funds	S \$ <input type="text"/>
<b>Total current year capital gains</b>	<b>J \$ <input type="text" value="16"/></b>

	Capital loss
K \$	<input type="text" value="80,920"/>
L \$	<input type="text"/>
M \$	<input type="text"/>
N \$	<input type="text"/>
O \$	<input type="text"/>
P \$	<input type="text"/>
Q \$	<input type="text"/>
R \$	<input type="text"/>

Add the amounts at labels K to R and write the total in item 2 label A - Total current year capital losses.

## 2 Capital losses

Total current year capital losses	A \$ <input type="text" value="80,920"/>
Total current year net capital losses applied	B \$ <input type="text" value="16"/>
Total prior year net capital losses applied	C \$ <input type="text"/>
Total capital losses transferred in applied (only for transfers involving a foreign bank branch or permanent establishment of a foreign financial entity)	D \$ <input type="text"/>
<b>Total capital losses applied</b>	<b>E \$ <input type="text" value="16"/></b>

Add amounts at B, C and D.

## 3 Unapplied net capital losses carried forward

Net capital losses from collectables carried forward to later income years	A \$ <input type="text"/>
Other net capital losses carried forward to later income years	B \$ <input type="text" value="84,620"/>

Add amounts at A and B and transfer the total to label V - Net capital losses carried forward to later income years on your tax return.

## 6 Net capital gain

Net capital gain

A \$	<input type="text" value="0"/>
------	--------------------------------

1J less 2E less 4A less 5D (cannot be less than zero). Transfer the amount at A to label A - Net capital gain on your tax return.

Sensitive (when completed)

### Taxpayer's declaration

If the schedule is not lodged with the income tax return you are required to sign and date the schedule.

### Important

Before making this declaration check to ensure that all the information required has been provided on this form and any attachments to this form, and that the information provided is true and correct in every detail. If you are in doubt about any aspect of the tax return, place all the facts before the ATO. The income tax law imposes heavy penalties for false or misleading statements.

### Privacy

Taxation law authorises the ATO to collect information and disclose it to other government agencies. This includes personal information of the person authorised to sign the declaration. For information about your privacy go to [ato.gov.au/privacy](http://ato.gov.au/privacy)

I declare that the information on this form is true and correct.

Signature

*Janelle Nucifora*

Date

24-10-2021

Contact person

Daytime contact number (include area code)

Sensitive (when completed)

# Investment Strategy

## Nucifora Superannuation Fund

9 Dawneta Court  
WARNER QLD 4500

**2021**

### **Background:**

The investment strategy outlined below represents an expansion and clarification of the Investment Strategy agreed at the formation of Nucifora Superannuation Fund ("the Fund"). This Investment Strategy replaces the prior Investment Strategy document.

### **Objectives:**

The objective of the fund is to:

- Provide superannuation benefits to members and their dependants to meet their retirement needs.
- Ensure that appropriate mixes of investments are held by the fund to support these needs
- Ensure the fund has sufficient liquidity at all times to meet all commitments
- Maximise the tax effectiveness of fund investments thereby delivering the best return for members.

The Investment objective of the trustees is to aim to achieve real medium to longer-term growth. In recognition of the **10**-year investment time frame of members the fund will have a high proportion of growth assets in the portfolio.

### **Investment Choice:**

The Trustees have determined the fund's investments may include but not be limited to all or one of the following:

- Direct equities, stocks and derivatives including participation in dividend reinvestment programs and right issues, including the use of geared instalment warrants:
- Property trusts and associated investments:
- Managed investments and associated products:
- Direct residential, industrial, and commercial property investment [including geared property investments purchased using allowable limited recourse borrowing arrangements]:
- Deposits and investments with banks and other financial institution securities including Term Deposits, Debentures, Secured and Unsecured Notes and Bonds:
- Any other investment that the trustees may feel prudent to achieve the objective of the fund.

The Trustee may from time to time decide to seek professional advice from Accountants, Solicitors or Financial Planners in the formulation or implementation of this or any future investment strategy.

In formulating this strategy, the trustees have taken into consideration relevant features of the various investments in accordance with both the fund's objectives and appropriate legislation.

In drafting this investment strategy, the trustees have considered all the circumstances of the fund, including:

- the risks and likely return associated with each investment;
- the range and diversity of investments held by the fund;
- any risks coming from limited diversification;
- the liquidity of the fund's investments;
- the ages and preferences of its members;
- expected cash flow requirements; and
- the ability of the fund to meet its existing and prospective liabilities such as paying benefits to its members.

## **Policies:**

*The policies adopted by the Trustees in order to achieve these objectives are:*

- Regular monitoring of the performance of the fund's investments, the overall investment mix, and the expected cash flow requirements of the fund.
- Re-balancing the fund's investment portfolio due to changes in market conditions through asset sales and new investments as appropriate.

The Trustees will aim to follow the investment strategy, however, they will at all times reserve the right to change the investment mix depending on the market situation and opportunities available to better meet the objectives of the fund.

A copy of the Investment Strategy of the fund will be available to members of the fund on request.

## **Risk profile and risk tolerance:**

The Fund has a long-time horizon. Further the members are prepared to endure a reasonable level of volatility of returns in expectation of long-term growth. The members have existing equity and property investments outside superannuation and are familiar with the variability of both returns and capital values which are associated with such investments.

Members understand

- the trade-off between investment risk and long-term capital and income growth and have indicated asset growth is a priority
- Investment risk is borne by the members, as fluctuations in investment returns will affect the level of benefits available to members.

The Trustees recognise the higher risk in investing predominantly in growth assets (particularly as a very large portion of the fund's assets are invested in a single property and the volatility associated



with shares and property. The volatility will be compensated by the prospect of achieving higher return and growth in the longer term.

### Insurance:

The Trustees have considered whether the Fund should hold a contract of insurance for its members and concluded that:

- The members have appropriate insurance outside the fund via an industry fund or retail superannuation fund

### Liquidity:

The Members of the Fund are aged 52 & 59 and have assets outside of superannuation. At the present time neither expect to access their superannuation prior to age **65**. Accordingly, there is no anticipated benefit payment in the next 10 years. Cash in excess of anticipated liquidity requirement will be invested in accordance with the Fund's investment strategy.

### Asset Allocation:

The targeted asset allocation takes into account the benefits of a diversified asset mix, however, given the investment time horizon of the fund (which is based on the members life expectancies) and the members assets outside of superannuation, the allocation will be focused on maximising capital growth.

The Trustees recognise the higher risk in investing predominantly in growth assets and the volatility associated with shares and property. The volatility will be compensated by the prospect of achieving higher returns and growth in the longer term. In order to minimise this risk Trustees will consider investing in different industries and sectors where possible.

The final targeted asset allocation will be in the following ranges:

<b>Growth Assets</b>	<b>Indicative long-term range</b>
• Australian listed equities	0-10%
• International listed equities	0-10%
• Australian listed property	0-10%
• [Direct Property]	70-90%
• [Collectables]	0-10%
<b>Defensive assets</b>	
• Cash and term deposits	5-15%
• Australian cash and bond funds	0-10%
• International cash and bond funds	0-10%
• Bullion	0-10%
	<b>100%</b>

Signed & dated

*John Nucifora*

24-10-2021

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John Nucifora  
Director of Nucifora Superannuation Fund (QLD) Pty Ltd

*Janelle Nucifora*

24-10-2021

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Janelle Nucifora  
Director of Nucifora Superannuation Fund (QLD) Pty Ltd



Nucifora Superannuation Fund

Dear John & Janelle

Nucifora Superannuation Fund  
**Audit Engagement Letter**

**Objectives and Scope of the Audit**

You have requested that we audit the financial statements of the SMSF for the year ended 30 June 2021. We are pleased to confirm our acceptance and understanding of this engagement by means of this letter.

Our audit will be performed in accordance with Australian Auditing Standards, the *Superannuation Industry (Supervision) Act 1993 (SISA)* and the *Superannuation Industry (Supervision) Regulations (SISR)* with the objective of expressing an opinion on the financial report and the fund's compliance with the specified requirements of the SISA and the SISR.

**Our Responsibilities**

We will conduct our audit in accordance with Australian Auditing Standards. Those Auditing Standards require that we comply with relevant ethical requirements relating to audit engagements and plan and perform the audit to obtain reasonable assurance as to whether the financial report is free from material misstatement.

An audit involves performing audit procedures to obtain audit evidence about the amounts and disclosures in the financial report. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial report, whether due to fraud or error. An audit also includes evaluating the appropriateness of the financial reporting framework, accounting policies used and the implementation and operation of accounting and internal control systems that are designed to prevent and detect fraud and error, as well as evaluating the overall presentation of the financial report.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, there is an unavoidable risk that some material misstatement may not be detected, even though the audit is properly planned and performed in accordance with Australian Auditing Standards.

In making our risk assessments, we consider internal control relevant to the entity's preparation of the financial report in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. We will, however, communicate to you in writing any significant deficiencies in internal control relevant to the audit of the financial report that we have identified during the audit.

**Trustees' Responsibilities**

Our audit will be conducted on the basis that the trustee(s) acknowledge and understand that they have responsibilities:

- For the preparation of the financial report that gives a true and fair view in accordance with the Australian Auditing Standards, other mandatory reporting requirements and the SIS Act and SIS Regulations is that of the trustee(s);
- For such internal control as the trustee(s) determine is necessary to enable the preparation of the financial report that is free from material misstatement, whether due to fraud or error; and
  - To provide us with: Access to all information of which the trustees are aware that is relevant to the preparation of the financial report such as records, documentation and other matters;

- Additional information that we may request from the trustees for the purpose of the audit; and
- Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

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

Australian Auditing Standards require that we determine whether the financial reporting framework applied in the preparation of this special purpose of financial report is acceptable. If we determine the financial reporting framework to be unacceptable, we will not be able to undertake the audit engagement unless the framework is amended and then determined to be acceptable.

If a qualified audit report is to be issued following the completion of our audit, we will advise the details to you in a timely manner and prior to the issue of our report.

### **Audit of SIS Compliance**

For the year ended 30 June 2021, we are required to form an opinion in respect of compliance with certain aspects of SIS. Our report must refer to the following sections and regulations:

Sections: 17A, 35AE, 35B, 35C(2), 52, 62, 65, 66, 67, 67A, 67B, 82-85, 103, 104, 104A, 105, 109, 126K

Regulations: 1.06(9A), 4.09, 4.09A, 5.03, 5.08, 6.17, 7.04, 8.02B, 13.12, 13.13, 13.14, 13.18AA, 13.22C

### **Report on Significant Matters**

Under section 129 of the SISA we are required to report to you in writing. If during the course of, or in connection with, our audit, we become aware of any contravention of the Act or Regulations which we believe has occurred, is occurring or may occur.

We are also required to report to the ATO, as regulator, any contravention of the SISA and the SISR, where we believe the contravention may affect the interests of the members of beneficiaries of the fund.

In addition, we are also required under section 130 to report to you if we believe the superannuation fund may be, or may be about to become, in an unsatisfactory financial position. If we are not satisfied with your response as trustee(s) as to the action taken to rectify the situation or we receive no response, we are obliged to report the matter to the ATO.

A failure on the part of the trustee to rectify these breaches to the satisfaction of the ATO may result in significant penalties to the trustee and the fund itself.

In addition to our report on the financial statements, we will also report to you any material weaknesses in the fund's system of accounting and internal control which come to our notice during the course of our audit.

### **Quality Control**

The conduct of our audit in accordance Australian Auditing Standards means that information acquired by us in the course of our audit is subject to strict confidentiality requirements. Information will not be disclosed by us to other parties except as required or allowed for by law or professional standards, or with your expressed consent.

Our audit files may, however, be subject to review as part of the quality control review program of Regulators and or Professional Bodies which monitors compliance with professional standards by its members.

We advise you that by signing this letter you acknowledge that, if requested, our audit files relating to this audit will be made available under this program. Should this occur, we will advise you. The same strict confidentiality requirements apply under this program as apply to us as your auditor.

### **Independence/Conflict of Interest**

We have established policies and procedures designed to ensure our independence, including policies on holding financial interests in the superannuation fund and other related parties, rotation of audit partners, business relationships, employment relationships, and the provision of non-audit services in accordance with professional statement APES 110 – Code of Ethics for Professional Accountants.

### **Outsourced Services**

We do not use any outsourced services in overseas locations when conducting client assignments.

### **Data Storage**

We use data storage located in the office but it may be replicated to other locations.

Accepting our services as part of this engagement agreement indicates your acceptance of the use of outsourced services, cloud hosted software and outsourced data storage under the conditions outlined above.

### **Limitation of Liability**

Our firm's liability to you or any other user of the audit report is limited by a Scheme approved under Professional Standards Legislation.

### **Other**

We would appreciate acknowledgement of terms and conditions set out in this letter. Please note that this letter will be effective for future years unless the terms of the engagement are altered by future correspondence.

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

If you have any queries in relation to this please contact me.

To: MR ANTHONY BOYS

I/We hereby confirm your appointment as Auditor under the above terms of engagement.

For and on behalf of Nucifora Super Fund (QLD) Pty Ltd as trustee for the Nucifora Superannuation Fund

**Signed &  
Dated**

*John Nucifora*

24-10-2021

---

John Nucifora

Yours sincerely

ANTHONY BOYS – REGISTERED COMPANY AUDITOR

**DATED:**

Signed document to be returned to P.O. Box 3376 Rundle Mall 5000



Nucifora Superannuation Fund  
9 Dawneta Court WARNER QLD 4500

Mr Anthony Boys  
Super Audits Pty Ltd  
PO Box 3376  
Rundle Mall SA 5000

Dear Sir,

**Nucifora Superannuation Fund**

**Superannuation Fund Management/Trustee Representation Letter**

In connection with your audit examination of the financial report of Nucifora Superannuation Fund for the year ended 30 June 2021, hereby confirm, at your request that to best of our knowledge and belief, the following representation relating to the accounts are correct.

**Financial Report**

We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter, for the preparation of the financial report.

The management/trustee have determined that the fund is not a reporting entity for the year ended 30 June 2021 and that the requirement to apply Australian Accounting Standards and other mandatory reporting requirements do not apply to the fund. Accordingly, the financial report prepared is a special purpose financial report, which is for distribution to members of the fund and to satisfy the requirement of the SISA and the SISR, and to confirm that the financial report is free of material misstatements, including omissions.

**Sole Purpose**

The fund has been maintained for the sole purpose of providing superannuation benefits to its members and their dependents.

**Superannuation Fund Books/Records/Minutes**

- (a) We have made available to you all financial records and related data, other information, explanations and assistance necessary for the conduct of the audit.
- (a) We have made available to you Minutes of all trustee(s)' meetings and the Trust Deed.
- (b) We have established and maintained an adequate internal control structure to facilitate the preparation of reliable financial statements, and adequate financial records have been maintained. There are no material transactions that have not been properly recorded in the accounting records underlying the financial statements.
- (c) We have no plans or intentions that may materially affect the carrying values, or classification, of assets and liabilities.
- (d) Records maintained during the period were in accordance with the Australian Taxation Office requirements.

## **Asset Form**

The assets of the superannuation fund are being held in a form suitable for the benefit of the members of the fund, and have been held in accordance with the fund's investment strategy.

## **Ownership and Pledging of Assets**

The superannuation fund has satisfactory title to all assets disclosed in the Statement of Financial Position. Investments are registered in the name of the trustee(s).

No assets of the superannuation fund have been pledged to secure liabilities of the superannuation fund or of others.

## **Investments**

- (e) We have considered the requirement of generally accepted accounting standards in regards to impairment of assets when assessing the impairment of assets and in ensuring that no assets are stated in excess of their recoverable amount.
- (f) There are no commitments, fixed or contingent, for the purchase or sale of long-term investments that have not been disclosed in the financial statements.
- (g) The investment strategy has been determined with due regard to risk, return, liquidity, diversity and the insurance needs of fund members, and the assets of the fund are in line with this strategy.
- (h) All investments are acquired, maintained and disposed of on an arm's length basis.

## **Trust Deed**

The superannuation fund is being conducted in accordance with its Trust Deed.

## **Superannuation Industry (Supervision) Act and Regulations**

- (i) The fund meets the definition of a self-managed superannuation fund under the SISA.
- (j) The fund has been conducted in accordance with the SISA, the SISR and its governing rules at all times during the year. Also there were no amendments to the governing rules during the year, except as notified to you.
- (k) The fund is being conducted in accordance with the SISA and the SISR, in particular the relevant requirements of the following provisions:  
  
Sections: 17A, 35AE, 35B, 35C(2), 62, 65, 66, 67,67A, 67B, 82-85, 103, 104, 104A, 105, 109, 126K  
  
Regulations: 1.06(9A), 4.09, 4.09A, 5.03, 5.08, 6.17, 7.04, 8.02B, 13.12, 13.13, 13.14, 13.18AA
- (l) The trustee(s) have been nominated and may only be removed in such manner and circumstances as are allowed in the Trust Deed.
- (m) The trustees are not disqualified persons under s126K of the SISA.
- (n) Any vacancy among the trustee(s) is filled in accordance with the Trust Deed.
- (o) The trustee(s) have complied with all trustee standards set out in SISR and the covenant prescribed by section 52 of the SISA.

- (p) The trustee(s) have complied with all investment standards set out in the SISA and the SISR.
- (q) Information retention obligations have been complied with.
- (r) All contributions accepted and benefits paid have been in accordance with the governing rules of the fund and relevant provisions of the SISA and the SISR.

There are no breaches or possible breaches of the SIS legislation whose effects should be considered for disclosure in the financial report or to the Australian Taxation Office.

#### **Commitments**

- (s) There are no material commitments for construction or acquisition of property, plant and equipment to acquire other non-current assets, such as investments or intangibles, other than those disclosed in the financial report.
- (t) There were no commitments for purchase or sale of securities or assets or any options given by the fund including options over share capital.

#### **Taxation**

- (u) We have calculated income tax expense, current tax liability, deferred tax liability and deferred tax asset according to the definitions of taxable income and allowable deductions. We have calculated and recognised all other applicable taxes according to the relevant tax legislation.
- (v) There are no activities that invoke the anti-avoidance provisions of any applicable tax legislation.

#### **Borrowings**

The trustees have not borrowed money on behalf of the superannuation fund with the exception of borrowings which were allowable under the SIS Act and the SIS Regulations.

#### **Related Parties**

- (w) The fund has not made any loans to, or provided financial assistance to members of the fund or their relatives.
- (x) No asset has been acquired from a member or related party other than as permitted under the SISA and the SISR.
- (y) Related party transactions and related amounts receivable or payable have been properly disclosed in the financial statements.
- (z) All related party transactions have been conducted on commercial terms as if the transaction was undertaken on an arms length basis in accordance with section 109 of the SIS Act.

#### **Accounting Misstatement Detected by Audit**

There has been no misstatement noted by audit during the course of the current year audit.

#### **Insurance**

The superannuation fund has an established procedure whereby an officer reviews at least annually the adequacy of insurance cover on all assets and insurable risks where relevant. This review has been



performed and where it is considered appropriate, assets and insurable risks of the superannuation fund are adequately covered by insurance.

### **Accounting Estimates**

We confirm the significant assumptions used in making accounting estimates are reasonable.

### **Fair Value Measurements and Disclosures**

We confirm that significant assumptions used in fair value measurements and disclosures are reasonable and appropriately reflect our intent and ability to carry out specific courses of action on behalf of the fund.

### **Going Concern**

In the opinion of the trustees there are reasonable grounds to believe that the superannuation fund will be able to:

- Pay its debts as and when they fall due.
- Continue as a going concern for the foreseeable future.

We, therefore, confirm that the going concern basis is appropriate for the financial report.

### **Events after Balance Sheet Date**

We are not aware of any events that have occurred between the financial reporting date to the date of this letter that we need to disclose or recognise in the financial report.

### **Comparative Information**

We confirm that there have been no restatements made to correct a material misstatement in the prior period financial report that affects the comparative information.

### **Fraud and Error**

- (aa) There has been no:
  - (i) Fraud, error, or non-compliance with laws and regulations involving management or employees who have a significant role in the internal control structure.
  - (i) Fraud, error, or non-compliance with laws and regulations that could have a material effect on the financial report.
  - (ii) Communication from regulatory agencies concerning non-compliance with, or deficiencies in, financial reporting practices that could have a material effect on the financial report.
- (bb) The superannuation fund has disclosed to the auditor all significant facts relating to any frauds or suspected frauds known to management that may have affected the superannuation fund.
- (cc) The superannuation fund has disclosed to the auditor the results of its assessment of the risk that the financial report may be materially misstated as a result of fraud.
- (dd) The superannuation fund has disclosed to the auditor the results of its assessment of the risk that the financial report may be materially misstated as a result of fraud.

### **Legal Matters**

We confirm that all matters that may result in legal action against the fund or the trustees in respect of the fund, have been discussed with a solicitor and brought to the attention of the auditor so that a solicitor's representation letter may be obtained.



## General

- (ee) Neither the superannuation fund nor any Trustees have any plans or intentions that may materially affect the book value or classification of assets and liabilities at balance sheet date.
- (ff) The superannuation fund accepts responsibility for the implementation and operations of accounting and internal control systems that are designed to prevent and detect fraud and error. We have established and maintained adequate internal control to facilitate the preparation of a reliable financial report, and adequate financial records have been maintained. There are no material transactions that have not been properly recorded in the accounting records underlying the financial report.
- (gg) There are no violations or possible violations of laws or regulations whose effects should be considered for disclosure in the financial report or as a basis for recording an expense.
- (hh) The superannuation fund has complied with all aspects of contractual agreements that would have a material effect on the financial report in the event of non-compliance.

We understand that your examination was made in accordance with the Australian Auditing Standards and was, therefore, designed primarily for the purpose of expressing an opinion on the financial report of the fund taken as a whole, and that your tests of the financial records and other auditing procedures were limited to those which you considered necessary for that purpose.

## Additional Matters

There are no additional matters.

**Signed by the Directors of Nucifora Super Fund (QLD) Pty Ltd as Trustee for the Nucifora Superannuation Fund**

*John Nucifora*

---

**Director / Trustee  
John Nucifora**

*Janelle Nucifora*

---

**Director / Trustee  
Janelle Maree Nucifora**



# Signature Certificate

Document Ref.: MV5PZ-4VFD3-ZFWKH-65AEB

Document signed by:

	<b>Sam Greco</b> Verified E-mail: samg@taxonline.com.au	
IP: 14.202.251.9      Date: 12 Oct 2021 01:00:15 UTC		

	<b>Janelle Nucifora</b> Verified E-mail: admin@certelec.com.au	
IP: 1.132.105.71      Date: 24 Oct 2021 13:02:55 UTC		

	<b>John Nucifora</b> Verified E-mail: john@certelec.com.au	
IP: 1.132.105.71      Date: 24 Oct 2021 13:06:21 UTC		

Document completed by all parties on:  
24 Oct 2021 13:06:21 UTC

Page 1 of 1



Signed with PandaDoc.com

PandaDoc is a document workflow and certified eSignature solution trusted by 25,000+ companies worldwide.





## B - Permanent Documents

2021 Financial Year

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**Preparer** Sam Greco

**Reviewer** Sam Greco

**Status** Not Started

### Supporting Documents

- Fund Summary Report [Report](#)
- ATO Complying Fund Status.pdf
- EXP ASIC Nucifora Super Fund QLD Pty Ltd.pdf
- ATO Complying Fund Status.pdf
- EXP ASIC Nucifora Properties Pty Ltd.pdf

### Standard Checklist

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



**Nucifora Super Fund (Qld) Pty Ltd A/T Nucifora Superannuation Fund**

**Fund Summary Report**

As at 30/06/2021

- Variable does not exist	
Error - «item_RelationShips.RelationShipType» - Variable does not exist	Error - «item_RelationShips.RelationShipTypeContact» - Variable does not exist
Error - «item_RelationShips.RelationShipType» - Variable does not exist	Error - «item_RelationShips.RelationShipTypeContact» - Variable does not exist



## NUCIFORA SUPERANNUATION FUND

ABN:	47 497 101 529
ABN Status:	Active from 23 May 2002
Fund type:	ATO Regulated Self-Managed Superannuation Fund
Contact details:	9 DAWNETA COURT WARNER QLD 4500 AUSTRALIA
Status:	Complying

Previous fund name	From	To
The Trustee for Nucifora Superannuation Fund	01 Jan 2008	30 Jan 2009
Nucifora Superannuation Fund	23 May 2002	01 Jan 2008

ABN last updated: 02 Feb 2009

Record extracted: 09 Jan 2020

### What does 'Complying' mean?

A 'Complying' SMSF:

- is a regulated fund
- is a resident of Australia, and
- has been issued with a [Notice of compliance](#)

### APRA Funds

See the [guidance](#) issued by APRA for further assistance in managing transfers and rollovers to SMSFs. Use the [ATO Business Portal](#) to verify a person is a member of the SMSF before completing a transfer or rollover.

### Superannuation guarantee payments

Contributions made to complying funds can qualify as Superannuation Guarantee (SG) payments. This record extract can be used to confirm this fund has been issued with a *Notice of Compliance* and is currently entitled to receive employer SG payments.

### Tax rates

Complying funds that meet [Superannuation Industry \(Supervision\) Act 1993](#) (SISA) standards qualify for [concessional tax rates](#).

Also refer to [frequently asked questions](#).

# Disclaimer

This extract is based on information supplied by superannuation entities to the Commissioner of Taxation.

**Important** Neither the Australian Government nor the ATO endorse or guarantee the performance of super funds.





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Contact details:	9 DAWNETA COURT WARNER QLD 4500 AUSTRALIA
Status:	Complying

Previous fund name	From	To
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Nucifora Superannuation Fund	23 May 2002	01 Jan 2008

ABN last updated: 02 Feb 2009

Record extracted: 19 Aug 2020

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Also refer to [frequently asked questions](#).

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**Important** Neither the Australian Government nor the ATO endorse or guarantee the performance of super funds.

Pd 30/12/19  
Super Premium Savey  
\$ 267.00  
LN. 597247

# ASIC

Australian Securities and Investments Commission  
ABN 86 768 265 615

Inquiries  
[www.asic.gov.au/invoices](http://www.asic.gov.au/invoices)  
1300 300 630

**NUCIFORA PROPERTIES PTY LTD**  
ACN/ARBN 147 611 489  
C/- Sam Greco & Co Business Focus Solution  
Sam Greco, 'mitcham House' Level 1, 1355 Gympie Road, Aspley, QLD 4034

## Invoice Statement

Issue Date: 29/11/2019  
Account Number: 22 147611489

### Summary

Balance Outstanding \$0.00  
New Charges \$267.00

### Please Pay

Immediately \$0.00  
By 29/01/2020 \$267.00

**TOTAL DUE \$267.00**

*If you have already paid please ignore this invoice statement*

- Amounts not subject to GST (Treasurer's Determination – Exempt taxes fees and charges).
- Payment of your Annual Review Fee will maintain your registration as an Australian Company
- Late Fees will apply if you do NOT:
  - tell us about a change during the period that the Law allows
  - bring your company or scheme details up to date within 28 days of the date of issue of the annual company statement, or
  - pay your annual review within 2 months of the annual review date
- Information on late fee amounts can be found on the ASIC website

Date	Reference	Description	Amount
29/11/2019	3X2984001480B PA	2019 Annual Review	267.00

## Payment Slip

**NUCIFORA PROPERTIES PTY LTD**      **ACN/ARBN 147 611 489**  
Account Number: 22 147611489

**Payment Options**      Immediately \$0.00  
By 29/01/2020 \$267.00  
Total Due \$267.00



\*814 129 0002291476114890 47



22 147611489

**Billpay Code: 8929**  
Ref: 2291 4761 1489 047

**Biller Code: 17301**  
Reference: 2291476114890

- In person at any Post Office, pay by cash, Cheque, EFTPOS, Mastercard or VISA
- By phone 13 18 16 pay by Mastercard or VISA
- Online [postbillpay.com.au](http://postbillpay.com.au) by Mastercard or VISA
- Mail this payment slip and your cheque to ASIC, Locked Bag 5000, Gippsland Mail Centre VIC 3841.

Telephone & Internet Banking – BPAY  
Contact your bank, credit union or building society to make payment

# Annual Company Statement

Extract of Particulars – s346A(1) Corporations Act 2001

This Annual Company Statement is generated from the data in our Corporate Database. Please check this statement carefully. Do not return this Statement to ASIC.

## Check this statement carefully

You are legally obligated to ensure that all your company details are complete and correct. This is required under s346C (1) and/or s346B and s346c (2) of the Corporations Act 2001.

Failure to notify the ASIC of incorrect details or missing data in this Statement may result in substantial penalties.

If you have any questions about this form or if any of the data in this form is incorrect, please contact us.

Company Name

**NUCIFORA PROPERTIES PTY LTD**

ACN

**147 611 489**

Corporate Key

Annual Review Date

**29/11/2019**

## Agent Information

ASIC Registered Agent Name	Sam Greco & Co Business Focus Solution
ASIC Registered Agent Number	9932
Address	Level 1, Mitcham House, 1355 Gympie Road, ASPLEY, QLD 4034
Telephone	
Email	info@taxonline.com.au

## Address Information

Registered Office Address	Sam Greco, 'mitcham House' Level 1, 1355 Gympie Road, Aspley, QLD 4034
Principal Place of Business	9 Dawneta Court, Warner, QLD 4500

**Company Officers**

Name John Nucifora  
 Address 9 Dawneta Court, Warner, QLD 4500  
 Date of Birth 22/08/1961  
 Place of Birth BRISBANE, QLD  
 Offices held Director Appointed: 29/11/2010  
 Secretary Appointed: 29/11/2010

Name JANELLE NUCIFORA  
 Address 9 Dawneta Court, Warner, QLD 4500  
 Date of Birth 04/07/1968  
 Place of Birth BRISBANE, QLD  
 Offices held Director Appointed: 29/11/2010

**Company Share Structure**

Share Class	Shares description	Number Issued	Total amount paid on these shares	Total amount unpaid on these shares
ORD	ORDINARY SHARES	20	\$20.00	\$0.00

**Company Shareholders**

Shareholder	Class Code	Total Number of shares held	Are shares fully paid?	Are shares beneficially owned?
John Nucifora 9 Dawneta Court, Warner, QLD 4500	ORD	10	Yes	Yes
JANELLE NUCIFORA 9 Dawneta Court, Warner, QLD 4500	ORD	10	Yes	Yes

**End of Company Statement**

This concludes the information to which the company must respond under s346C of the Corporations Act 2001.

**Declaration and Signature**

I certify that the information in this form is true and correct

Name JANELLE NUCIFORA  
 Capacity Director

Sign here




Date 03/12/2019


**Company Name:** NUCIFORA PROPERTIES PTY LTD  
**ACN/ARBN:** 147 611 489  
**Document Type:** Solvency Resolution

---

**Solvency:** It was resolved after reviewing the result of the company for the previous year, reviewing the cash flow budgets for the ensuing year and considering the ability of the company to realise assets that the company would be able to pay its debts as and when they fall due.

Signed by all company directors:

  
\_\_\_\_\_  
JANELLE NUCIFORA 3 112 119

  
\_\_\_\_\_  
John Nucifora 3 112 119



**ASIC**  
Australian Securities & Investments Commission

ABN 86 768 265 615

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

*6 Pay  
Pd 24/6/20  
RN 18 7159  
\$54.00*

NUCIFORA SUPER FUND (QLD) PTY LTD  
SAM GRECO & CO. BUSINESS FOCUSED SOLUTIONS  
PO BOX 354  
ASPLEY QLD 4034

**INVOICE STATEMENT**

Issue date 02 Jun 20

**NUCIFORA SUPER FUND (QLD) PTY LTD**

ACN 606 197 737

Account No. 22 606197737

**Summary**

Opening Balance	\$0.00
New items	\$54.00
Payments & credits	\$0.00
<b>TOTAL DUE</b>	<b>\$54.00</b>

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

*Transaction details are listed on the back of this page*

**Please pay**

Immediately	<b>\$0.00</b>
By 02 Aug 20	<b>\$54.00</b>

*If you have already paid please ignore this invoice statement.*

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



**ASIC**  
Australian Securities & Investments Commission

**PAYMENT SLIP**

**NUCIFORA SUPER FUND (QLD) PTY LTD**

ACN 606 197 737      Account No: 22 606197737



22 606197737

<b>TOTAL DUE</b>	<b>\$54.00</b>
Immediately	<b>\$0.00</b>
By 02 Aug 20	<b>\$54.00</b> <i>E</i>

*Payment options are listed on the back of this payment slip*



**Biller Code:** 17301  
**Ref:** 2296061977379



\*814 129 0002296061977379 01



# Transaction details:

page 2 of 2

	Transactions for this period	ASIC reference	\$ Amount
2020-06-02	Annual Review - Special Purpose Pty Co	3X4294956480P A	\$54.00
	<b>Outstanding transactions</b>		
2020-06-02	Annual Review - Special Purpose Pty Co	3X4294956480P A	\$54.00

---

## PAYMENT OPTIONS



Billpay Code: 8929  
Ref: 2296 0619 7737 901

### Australia Post

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

### Phone

Call 13 18 16 to pay by Mastercard or Visa

### On-line

Go to [postbillpay.com.au](http://postbillpay.com.au) to pay by Mastercard or Visa

### Mail

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

**Biller Code:** 17301  
**Ref:** 2296061977379


**Telephone & Internet Banking – BPAY®**  
Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: [www.bpay.com.au](http://www.bpay.com.au)


**Company Name:** Nucifora Super Fund (qld) Pty Ltd  
**ACN/ARBN:** 606 197 737  
**Document Type:** Solvency Resolution

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**Solvency:** It was resolved after reviewing the result of the company for the previous year, reviewing the cash flow budgets for the ensuing year and considering the ability of the company to realise assets that the company would be able to pay its debts as and when they fall due.

Signed by all company directors:

  
\_\_\_\_\_  
Janelle Maree Nucifora 2416120,

  
\_\_\_\_\_  
John Nucifora 2416120

Inquires 1300 300 630

Issue date 02 Jun 20

# Company Statement

Extract of particulars - s346A(1) Corporations Act 2001

CORPORATE KEY: 93203210

## Check this statement carefully

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

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

ACN 606 197 737

FOR NUCIFORA SUPER FUND (QLD) PTY LTD

REVIEW DATE: 02 June 20

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



To make changes to company details or amend incorrect information

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



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



Use your agent.

## Company Statement

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

**1 Registered office**  
LEVEL 1 1355 GYMPIE ROAD ASPLEY QLD 4034

**2 Principal place of business**  
9 DAWNETA COURT WARNER QLD 4500

**3 Officeholders**

Name: JANELLE MAREE NUCIFORA  
Born: BRISBANE QLD  
Date of birth: 04/07/1968  
Address: 9 DAWNETA COURT WARNER QLD 4500  
Office(s) held: DIRECTOR, APPOINTED 02/06/2015; SECRETARY, APPOINTED 02/06/2015

Name: JOHN NUCIFORA  
Born: BRISBANE QLD  
Date of birth: 22/08/1961  
Address: 9 DAWNETA COURT WARNER QLD 4500  
Office(s) held: DIRECTOR, APPOINTED 02/06/2015

## 4 Company share structure

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

## 5 Members

These details continue on the next page

NUCIFORA SUPER FUND (QLD) PTY LTD ACN 606 197 737

## Company statement continued

Name: JOHN NUCIFORA

Address: 9 DAWNETA COURT WARNER QLD 4500

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

Name: JANELLE MAREE NUCIFORA

Address: 9 DAWNETA COURT WARNER QLD 4500

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

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

## End of company statement

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

## Additional company information

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

### 6 Contact address for ASIC use only

Registered agent name: SAM GRECO & CO. BUSINESS FOCUSED SOLUTIONS  
Registered agent number: 9932  
Address: PO BOX 354 ASPLEY QLD 4034

## C - Other Documents

2021 Financial Year

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**Preparer** Sam Greco

**Reviewer** Sam Greco

**Status** Ready for Review

### Supporting Documents

- Rio Tinto Residual Balance Stmt.pdf
- TAbcorp - Retail Entitlement Offer.pdf
- WES Dividend Reinvestment Residual Balance.pdf
- Woodside Residual Balance Stmt.pdf

### Standard Checklist

- Attach copy of any SOAs issued during the Financial Year
- Attach copy of Investment Strategy
- Attach signed Engagement Letter
- Attach signed Trustee Representation Letter
- Attach Trustee Minutes prepared during the year



RioTinto

Rio Tinto Limited  
ABN 96 004 458 404

┌ 000166 000 RIO



NUCIFORA SUPER FUND (QLD) PTY  
LTD  
<NUCIFORA SUPER FUND A/C>  
9 DAWNETA COURT  
WARNER QLD 4500

## Update your information:



### Online:

[www.investorcentre.com/rio](http://www.investorcentre.com/rio)



### By Mail:

Computershare Investor Services Pty Limited  
GPO Box 2975 Melbourne  
Victoria 3001 Australia

## Enquiries:

(within Australia) 1800 813 292  
(international) +61 3 9415 4030

## Holder Identification Number (HIN)

**HIN WITHHELD**

ASX Code

RIO

Payment Date

9 October 2020

## Dividend reinvestment plan - Residual balance payment advice

Dear shareholder,

We have pleasure in making a payment of the cash balance retained in your Rio Tinto Limited Dividend Reinvestment Plan participant's account.

This balance represents an amount from previous dividend payments that was insufficient for the purchase of one share. It is being paid to you due to your withdrawal from the Plan, disposal of your shareholding in Rio Tinto Limited or changing your shareholding from an Issuer sponsored holding to a CHESS/Broker sponsored holding.

As the payment is the balance of your previous dividend payments **it is not taxable**.

Computershare Investor Services

## Your Payment Instruction

ANZ

BSB: 014-209 Account number: XXXXXXX42

Amount Deposited

**AUD\$47.85**

If payment cannot be made to the above instruction, a cheque will be forwarded to your registered address.

# Tabcorp

Tabcorp Holdings Limited  
ABN 66 063 780 709

All Registry communications to:  
Link Market Services Limited  
Locked Bag A14  
Sydney South NSW 1235 Australia  
Telephone (toll free within Australia): 1300 665 661  
From outside Australia: +61 1300 665 661  
ASX Code: TAH  
Email: tabcorp@linkmarketservices.com.au



036 081912

NUCIFORA SUPER FUND (QLD) PTY  
LTD  
<NUCIFORA SUPERANNUATION FUND  
A/C>  
9 DAWNETA COURT  
WARNER QLD 4500

**Settlement Date: 18 September 2020**

**Allotment Date: 21 September 2020**

**Payment Date: 23 September 2020**

**Despatch Date: 23 September 2020**

**Reference Number: I40177351913**

## Tabcorp Holdings Limited (Tabcorp) Retail Entitlement Offer – Retail Premium Payment

Tabcorp has completed the retail component of its 1 for 11 accelerated pro-rata renounceable entitlement offer of new fully paid ordinary shares in Tabcorp (**New Shares**), with retail entitlements trading, as announced by Tabcorp on 19 August 2020 (**Retail Entitlement Offer**).

The New Shares which are equivalent to the number of shares:

- not taken up by Eligible Retail Shareholders under the Retail Entitlement Offer; and
- that would have been offered to Ineligible Shareholders had they been entitled to participate in the Retail Entitlement Offer,

were offered to other eligible investors through a bookbuild process which was conducted on 15 September 2020 (**Retail Shortfall Bookbuild**).

The Retail Shortfall Bookbuild resulted in a final price of A\$3.31 per New Share, a premium of A\$0.06 (**Retail Premium**) to the Offer Price of A\$3.25. As you did not participate in the Retail Entitlement Offer, either in whole or in part, your renunciation proceeds have been determined as follows:

A	Offer Price per New Share:	A\$3.25
B	Number of New Shares renounced under the Retail Entitlement Offer:	270
C	Retail Shortfall Bookbuild price:	A\$3.31
D	Retail Premium (C less A):	A\$0.06
E	Gross renunciation proceeds payable (B multiplied by D):	\$16.20

The amount shown in row E has been credited to your nominated financial institution.

For further information, you should call the Tabcorp Offer Information Line on 1300 665 661 (within Australia) or +61 1300 665 661 (outside Australia) from 8.00am to 7.30pm (AEST) Monday to Friday.

This statement represents the amount credited to your nominated financial institution as detailed below:

### BANKING INSTRUCTIONS:

**BANK:** ANZ BANK  
**ACCOUNT NAME:** \*\*\*\*\*9042  
**BSB:** 014-209  
**ACCOUNT NO:** NUCIFORA SUPERFUND (QLD) PTY LTD

**Please retain this statement to assist in preparing your tax return.**

**Personal Information Collection Notification Statement:** Personal information about you is held on the public register in accordance with Chapter 2C of the *Corporations Act 2001*. For details about Link Group's personal information handling practices including collection, use and disclosure, how you may access and correct your personal information and raise privacy concerns, visit our website at [www.linkmarketservices.com.au](http://www.linkmarketservices.com.au) for a copy of the LINK Group condensed privacy statement, or contact us by phone on +61 1800 502 355 (free call within Australia) 9am-5pm (Sydney time) Monday to Friday (excluding public holidays) to request a copy of our complete privacy policy.



**Private and Confidential**

105335 036 WES  
NUCIFORA SUPER FUND (QLD) PTY  
LTD  
<NUCIFORA SUPER FUND A/C>  
9 DAWNETA COURT  
WARNER QLD 4500

1 October 2020

## Dividend Investment Plan - Residual Balance Donation

This advice represents payment of the residual balance held in your dividend investment account, following your withdrawal from the plan, disposal of your shareholding or changing your shareholding from an issuer sponsored to a CHESS/broker sponsored holding.

As the payment is the balance of your previous dividend (insufficient for the purchase of one share) **it is not taxable.**

In accordance with the Wesfarmers Dividend Investment Plan terms and conditions, residual balance payments of A\$15.00 and under are now automatically donated to ShareGift Australia.

As a result we have outlined below details of your Dividend Investment Plan residual balance payment that has been donated to ShareGift Australia.

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Residual Balance*	A\$7.47
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ShareGift Australia thanks you for your residual balance donation received from the Wesfarmers Dividend Investment Plan confirmed below.

### ShareGift Australia Donation

Residual Balance*	A\$7.47
Date of Transaction	1 October 2020

\*Donations of A\$2.00 or more to **ShareGift Australia** are tax deductible in Australia.

Please retain this letter for taxation purposes.



001351 000 WPL



NUCIFORA SUPER FUND (QLD) PTY  
LTD  
<NUCIFORA SUPER FUND A/C>  
9 DAWNETA COURT  
WARNER QLD 4500

### Update Your Information:

[www.investorcentre.com/wpl](http://www.investorcentre.com/wpl)



Computershare Investor Services Pty Limited  
GPO Box 2975 Melbourne  
Victoria 3001 Australia



1300 558 507 (within Australia)  
+61 3 9415 4632 (outside Australia)



### Holder Identification Number (HIN)

HIN WITHHELD

ASX Code	WPL
Payment Date	18 September 2020
Direct Credit Reference No.	101845

## DIVIDEND REINVESTMENT PLAN - RESIDUAL BALANCE PAYOUT

Dear Shareholder/former Shareholder

This advice represents payment of the residual balance held in your Dividend Reinvestment Plan account, following your withdrawal from the Plan or disposal of your Shareholding.

As the dividend to which this payment relates should previously have been included in your assessable income, this payment does not constitute assessable income.

Please contact Computershare on 1300 558 507 (within Australia) or +61 3 9415 4632 (outside Australia) should you have any queries concerning this payment.

### Important Note:

If you require a replacement payment for any of your dividend payments, you may be charged a fee to cover the costs to reissue such payments.

## YOUR PAYMENT INSTRUCTION

ANZ  
BSB: 014-209 Account number: XXXXXXX42

**Amount Deposited**  
**A\$10.68**

If payment cannot be made to the above account, the residual balance payout will be withheld pending receipt of your valid direct credit instructions.

## D - Pension Documentation

2021 Financial Year

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**Preparer** Sam Greco

**Reviewer** Sam Greco

**Status** Not Started

### Supporting Documents

- Transfer Balance Account Summary [Report](#)

### Standard Checklist

- Attach Actuarial Certificate
- Attach documentation supporting any pensions commenced during the financial year
- Attach documentation supporting any pensions commuted during the financial year
- Ensure correct Transfer Balance Account Reports have been lodged with the ATO

**Nucifora Super Fund (Qld) Pty Ltd A/T Nucifora Superannuation Fund**

**Transfer Balance Account Summary**

For The Period 01 July 2020 - 30 June 2021

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Member	Pension Type	Date	Lodgment Date	Transaction Type	Event Type	Debit	Credit	Balance	Cap Limit	Remaining Cap
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Janelle NUCIFORA

John NUCIFORA

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# E - Estate Planning

2021 Financial Year

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**Preparer** Sam Greco

**Reviewer** Sam Greco

**Status** Not Started

## Supporting Documents

No supporting documents

## Standard Checklist

- Attach Death Benefit Nominations (if applicable)
- Attach Life Insurance Policies (if applicable)
- Attach Reversionary Pension documentation (if applicable)
- Attach SMSF Will (if applicable)
- Review current Estate planning to ensure it matches wishes of members