



SUPERFUND - CLIENT ACCOUNTING CHECKLIST

Client Name:	KGHollindale Superannuation Fund	Period Ended:	30 June 2021
Client Code:	HOLL0014	Accountant:	Eddy Lee
Partner/Manager:	MH / SA	DUE DATE:	28/02/2022

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

ADMIN - To Do:

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

Completed By:	Eddy Lee	Date:	12/08/2021
Reviewed By:	Stuart Arthur	Date:	23/08/2021

REVIEWED

By Stuart Arthur at 2:47 pm, Aug 23, 2021

Financial statements and reports for the year ended
30 June 2021

KGHollindale Superannuation Fund

KGHollindale Superannuation Fund
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KGHollindale Superannuation Fund
Statement of Financial Position

As at 30 June 2021

	Note	2021
		\$
Assets		
Investments		
Plant and Equipment (at written down value) - Unitised		5,783.65
Real Estate Properties (Australian - Non Residential)		384,712.99
Units in Unlisted Unit Trusts (Australian)		170,000.00
Total Investments		<u>560,496.64</u>
Other Assets		
Commonwealth Bank Acc 1044 7679		22,124.82
Deferred Tax Asset		53.04
Total Other Assets		<u>22,177.86</u>
Total Assets		<u>582,674.50</u>
<i>Less:</i>		
Liabilities		
GST Payable		2,686.00
Income Tax Payable		13,708.80
Total Liabilities		<u>16,394.80</u>
Net assets available to pay benefits		<u>566,279.70</u>
Represented by:		
Liability for accrued benefits allocated to members' accounts	2, 3	
Hollindale, Garth - Accumulation		344,272.55
Hollindale, Karen - Accumulation		222,007.15
Total Liability for accrued benefits allocated to members' accounts		<u>566,279.70</u>

KGHollindale Superannuation Fund
Detailed Statement of Financial Position

As at 30 June 2021

	Note	2021
		\$
Assets		
Investments		
Plant and Equipment (at written down value) - Unitised Signage (North Lakes Property)		5,783.65
Real Estate Properties (Australian - Non Residential) 3/14-18 Discovery Drive, North Lakes QLD, Australia		384,712.99
Units in Unlisted Unit Trusts (Australian) Hill Street Property Trust		170,000.00
Total Investments		<u>560,496.64</u>
Other Assets		
Bank Accounts Commonwealth Bank Acc 1044 7679		22,124.82
Deferred Tax Asset		53.04
Total Other Assets		<u>22,177.86</u>
Total Assets		<u>582,674.50</u>
Less:		
Liabilities		
GST Payable		2,686.00
Income Tax Payable		13,708.80
Total Liabilities		<u>16,394.80</u>
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Hollindale, Garth - Accumulation		344,272.55
Hollindale, Karen - Accumulation		222,007.15
Total Liability for accrued benefits allocated to members' accounts		<u>566,279.70</u>

KG Hollindale Superannuation Fund

Operating Statement

For the year ended 30 June 2021

	Note	2021 \$
Income		
Investment Income		
Property Income		37,493.21
Contribution Income		
Personal Concessional		59,342.52
Personal Non Concessional		22,464.48
Transfers In		467,500.00
Total Income		<u>586,800.21</u>
Expenses		
Accountancy Fees		570.00
Bank Charges		20.46
Formation Cost (non deductible)		1,420.00
Depreciation		530.43
Property Expenses - Council Rates		527.33
Property Expenses - Body Corporate Fees		3,623.53
Property Expenses - Water Rates		173.00
		<u>6,864.75</u>
Total Expenses		<u>6,864.75</u>
Benefits accrued as a result of operations before income tax		<u>579,935.46</u>
Income Tax Expense	5	13,655.76
Benefits accrued as a result of operations		<u>566,279.70</u>

KGHollindale Superannuation Fund

Detailed Operating Statement

For the year ended 30 June 2021

	2021 \$
Income	
Property Income	
3/14-18 Discovery Drive, North Lakes QLD, Australia	37,493.21
	<u>37,493.21</u>
Contribution Income	
Personal Contributions - Concessional	
Garth Hollindale	32,238.40
Karen Hollindale	27,104.12
	<u>59,342.52</u>
Personal Contributions - Non Concessional	
Garth Hollindale	22,464.48
	<u>22,464.48</u>
Transfers In	
Hollindale, Garth - Accumulation (Accumulation)	279,000.00
Hollindale, Karen - Accumulation (Accumulation)	188,500.00
	<u>467,500.00</u>
Changes in Market Values	<u>0.00</u>
Total Income	<u>586,800.21</u>
Expenses	
Accountancy Fees	570.00
Bank Charges	20.46
Formation Cost (non deductible)	1,420.00
	<u>2,010.46</u>
Depreciation	
Signage (North Lakes Property)	530.43
	<u>530.43</u>
Property Expenses - Body Corporate Fees	
3/14-18 Discovery Drive, North Lakes QLD, Australia	3,623.53
	<u>3,623.53</u>
Property Expenses - Council Rates	
3/14-18 Discovery Drive, North Lakes QLD, Australia	527.33
	<u>527.33</u>
Property Expenses - Water Rates	
3/14-18 Discovery Drive, North Lakes QLD, Australia	173.00
	<u>173.00</u>
Total Expenses	<u>6,864.75</u>

KG Hollindale Superannuation Fund
Detailed Operating Statement

For the year ended 30 June 2021

	2021
	\$
Benefits accrued as a result of operations before income tax	<u>579,935.46</u>
Income Tax Expense	
Income Tax Expense	<u>13,655.76</u>
Total Income Tax	<u>13,655.76</u>
Benefits accrued as a result of operations	<u>566,279.70</u>

Notes to the Financial Statements

For the year ended 30 June 2021

Note 1: Summary of Significant Accounting Policies

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

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

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

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

a. Measurement of Investments

The Fund initially recognises:

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

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

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

Market value has been determined as follows:

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

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

b. Cash and Cash Equivalents

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

c. Revenue

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

Notes to the Financial Statements

For the year ended 30 June 2021

Interest revenue

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

Dividend revenue

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

Rental revenue

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

Distribution revenue

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

Remeasurement changes in market values

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

Contributions

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

d. Liability for Accrued Benefits

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

e. Income Tax

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

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

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

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

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

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

f. Goods and Services Tax (GST)

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

Notes to the Financial Statements

For the year ended 30 June 2021

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

g. Critical Accounting Estimates and Judgements

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

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

Note 2: Liability for Accrued Benefits

	2021 \$
Liability for accrued benefits at beginning of year	0.00
Benefits accrued as a result of operations	566,279.70
Current year member movements	0.00
	566,279.70
Liability for accrued benefits at end of year	566,279.70

Note 3: Vested Benefits

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

	2021 \$
Vested Benefits	566,279.70

Note 4: Guaranteed Benefits

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

Note 5: Income Tax Expense

	2021 \$
The components of tax expense comprise	
Current Tax	13,708.80
Deferred Tax Liability/Asset	(53.04)
	13,655.76
Income Tax Expense	13,655.76

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

Notes to the Financial Statements

For the year ended 30 June 2021

Prima facie tax payable on benefits accrued before income tax at 15%	86,990.32
Less:	
Tax effect of:	
Non Taxable Contributions	3,369.67
Non Taxable Transfer In	70,125.00
Add:	
Tax effect of:	
SMSF Non-Deductible Expenses	213.00
Rounding	0.15
	13,708.80
Income Tax on Taxable Income or Loss	13,708.80
Less credits:	
Current Tax or Refund	13,708.80

KG Hollindale Superannuation Fund
Statement of Taxable Income

For the year ended 30 June 2021

	2021
	\$
Benefits accrued as a result of operations	579,935.46
Less	
Non Taxable Transfer In	467,500.00
Non Taxable Contributions	22,464.48
	<u>489,964.48</u>
Add	
SMSF non deductible expenses	1,420.00
	<u>1,420.00</u>
SMSF Annual Return Rounding	1.02
	<u>91,392.00</u>
Taxable Income or Loss	<u>91,392.00</u>
Income Tax on Taxable Income or Loss	13,708.80
	<u>13,708.80</u>
CURRENT TAX OR REFUND	<u>13,708.80</u>
Supervisory Levy	259.00
Supervisory Levy Adjustment for New Funds	259.00
	<u>14,226.80</u>
AMOUNT DUE OR REFUNDABLE	<u>14,226.80</u>

KG Hollindale Superannuation Fund
Trustees Declaration

KG Hollindale Superannuation Pty Ltd ACN: 645425092

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

The directors of the trustee company declare that:

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

Specifically, the directors of the trustee company declare that:

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

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

.....
Garth Hollindale
KG Hollindale Superannuation Pty Ltd
Director

.....
Karen Hollindale
KG Hollindale Superannuation Pty Ltd
Director

Dated this day of

KGHollindale Superannuation Fund

Investment Summary with Market Movement

As at 30 June 2021

Investment	Units	Market Price	Market Value	Average Cost	Accounting Cost	Unrealised		Realised Movement
						Overall	Current Year	
Cash/Bank Accounts								
Commonwealth Bank Acc 1044 7679		22,124.820000	22,124.82	22,124.82	22,124.82			
			22,124.82		22,124.82			
Plant and Equipment (at written down value) - Unitised								
Signage Signage (North Lakes Property)	1.00	5,783.650000	5,783.65	6,314.08	6,314.08	(530.43)	0.00	0.00
			5,783.65		6,314.08	(530.43)	0.00	0.00
Real Estate Properties (Australian - Non Residential)								
NLProperty 3/14-18 Discovery Drive, North Lakes QLD, Australia	1.00	384,712.990000	384,712.99	384,712.99	384,712.99	0.00	0.00	0.00
			384,712.99		384,712.99	0.00	0.00	0.00
Units in Unlisted Unit Trusts (Australian)								
HSPT Hill Street Property Trust	170,000.00	1.000000	170,000.00	1.00	170,000.00	0.00	0.00	0.00
			170,000.00		170,000.00	0.00	0.00	0.00
			582,621.46		583,151.89	(530.43)	0.00	0.00



KG Hollindale Superannuation Fund

Depreciation Schedule

For The Period 01 July 2020 - 30 June 2021

Investment	Purchase Date	Cost	Opening Written Down Value	Adjustments			Depreciation			Closing Written Down Value	
				Disposals/ Decrease	Additions/ Increase	Total Value For Depreciation ¹	Method	Rate	Calculated Depreciation ²		Posted Depreciation ³
Plant and Equipment (at written down value) - Unitised											
Signage (North Lakes Property)											
	09/04/2021				6,314.08	1,435.80	Diminishing Value	25.00 %	530.43	530.43	5,783.65
					6,314.08	1,435.80				530.43	5,783.65
					6,314.08	1,435.80				530.43	5,783.65

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



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

Who should complete this annual return?

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

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

To complete this annual return

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

- Postal address for annual returns:

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

For example;

Australian Taxation Office
GPO Box 9845
SYDNEY NSW 2001

Section A: Fund information

1 Tax file number (TFN)

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

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

2 Name of self-managed superannuation fund (SMSF)

3 Australian business number (ABN) (if applicable)

4 Current postal address

Suburb/town

State/territory

Postcode

5 Annual return status

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

A No Yes

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

B No Yes

6 SMSF auditor

Auditor's name

Title: Mr Mrs Miss Ms Other

Family name

First given name

Other given names

SMSF Auditor Number

Auditor's phone number

Postal address

Suburb/town

State/territory

Postcode

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

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

A Fund's financial institution account details

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

Fund BSB number

Fund account number

Fund account name

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

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

BSB number

Account number

Account name

C Electronic service address alias

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

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

9 Was the fund wound up during the income year?

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

10 Exempt current pension income

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

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

No Go to Section B: Income.

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

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

Segregated assets method **B**

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

Did the fund have any other income that was assessable?

E Yes Go to Section B: Income.

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

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

Section B: Income

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

11 Income

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

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

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

Code

Net capital gain **A** \$

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

Gross interest **C** \$

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

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

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

Transfers from foreign funds **F** \$

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

Gross distribution from partnerships **I** \$

*Unfranked dividend amount **J** \$

*Franked dividend amount **K** \$

*Dividend franking credit **L** \$

*Gross trust distributions **M** \$

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

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

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

*Other income	S \$
*Assessable income due to changed tax status of fund	T \$
Net non-arm's length income	U \$
(subject to 45% tax rate)	
(U1 plus U2 plus U3)	

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

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

Exempt current pension income **Y** \$

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

Section C: Deductions and non-deductible expenses

12 Deductions and non-deductible expenses

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

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

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

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

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

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

#This is a mandatory label.



Section D: Income tax calculation statement

#Important:

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

13 Calculation statement

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

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

Gross tax **B \$**

(T1 plus J)

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

SUBTOTAL 1

T2 \$

(B less C – cannot be less than zero)

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

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

#TAX PAYABLE **T5 \$**

(T3 less E – cannot be less than zero)

Section 102AAM interest charge

G \$

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

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

PAYG instalments raised

K \$

Supervisory levy

L \$

Supervisory levy adjustment for wound up funds

M \$

Supervisory levy adjustment for new funds

N \$

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



#This is a mandatory label.

Section E: Losses

14 Losses

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

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

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

Section F: Member information

MEMBER 1

Title: Mr Mrs Miss Ms Other

Family name

First given name

Other given names

Member's TFN

See the Privacy note in the Declaration.

Date of birth

Contributions

OPENING ACCOUNT BALANCE \$

! Refer to instructions for completing these labels.

Employer contributions

A \$

ABN of principal employer

A1

Personal contributions

B \$

CGT small business retirement exemption

C \$

CGT small business 15-year exemption amount

D \$

Personal injury election

E \$

Spouse and child contributions

F \$

Other third party contributions

G \$

Proceeds from primary residence disposal

H \$

Receipt date Day / Month / Year

H1

Assessable foreign superannuation fund amount

I \$

Non-assessable foreign superannuation fund amount

J \$

Transfer from reserve: assessable amount

K \$

Transfer from reserve: non-assessable amount

L \$

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

T \$

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

M \$

TOTAL CONTRIBUTIONS N \$

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

Other transactions

Allocated earnings or losses **O \$**

Loss

Accumulation phase account balance

S1 \$

Inward rollovers and transfers **P \$**

Retirement phase account balance - Non CDBIS

S2 \$

Outward rollovers and transfers **Q \$**

Retirement phase account balance - CDBIS

S3 \$

Lump Sum payments **R1 \$**

Income stream payments **R2 \$**

Code

Code

TRIS Count

CLOSING ACCOUNT BALANCE S \$

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

Accumulation phase value **X1 \$**

Retirement phase value **X2 \$**

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

MEMBER 2

Title: Mr Mrs Miss Ms Other

Family name

First given name

Other given names

Member's TFN

See the Privacy note in the Declaration.

Date of birth

Contributions

OPENING ACCOUNT BALANCE \$

! Refer to instructions for completing these labels.

Employer contributions

A \$

ABN of principal employer

A1

Personal contributions

B \$

CGT small business retirement exemption

C \$

CGT small business 15-year exemption amount

D \$

Personal injury election

E \$

Spouse and child contributions

F \$

Other third party contributions

G \$

Proceeds from primary residence disposal

H \$

Receipt date Day / Month / Year

H1

Assessable foreign superannuation fund amount

I \$

Non-assessable foreign superannuation fund amount

J \$

Transfer from reserve: assessable amount

K \$

Transfer from reserve: non-assessable amount

L \$

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

T \$

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

M \$

TOTAL CONTRIBUTIONS N \$

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

Other transactions

Allocated earnings or losses **O \$**

Loss

Accumulation phase account balance

S1 \$

Inward rollovers and transfers **P \$**

Retirement phase account balance - Non CDBIS

S2 \$

Outward rollovers and transfers **Q \$**

Retirement phase account balance - CDBIS

S3 \$

Lump Sum payments **R1 \$**

Income stream payments **R2 \$**

Code

Code

TRIS Count

CLOSING ACCOUNT BALANCE S \$

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

Accumulation phase value **X1 \$**

Retirement phase value **X2 \$**

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

OFFICIAL: Sensitive (when completed)

Section H: Assets and liabilities
15 ASSETS**15a Australian managed investments**Listed trusts **A \$**Unlisted trusts **B \$**Insurance policy **C \$**Other managed investments **D \$****15b Australian direct investments**Cash and term deposits **E \$****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

J7Debt securities **F \$**Loans **G \$**Listed shares **H \$**Unlisted shares **I \$**Limited recourse borrowing arrangements **J \$**Non-residential real property **K \$**Residential real property **L \$**Collectables and personal use assets **M \$**Other assets **O \$****15c Other investments**Crypto-Currency **N \$****15d Overseas direct investments**Overseas shares **P \$**Overseas non-residential real property **Q \$**Overseas residential real property **R \$**Overseas managed investments **S \$**Other overseas assets **T \$****TOTAL AUSTRALIAN AND OVERSEAS ASSETS U \$**(Sum of labels **A** to **T**)**15e In-house assets**

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

A No Yes **\$**

15f Limited recourse borrowing arrangements

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

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

16 LIABILITIES

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

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

Total TOFA gains **H \$**

Total TOFA losses **I \$**

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

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


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

Interposed entity election status

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

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

Section K: Declarations

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

Important

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

Privacy

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

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

TRUSTEE'S OR DIRECTOR'S DECLARATION:

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

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

Date Day / Month / Year

Preferred trustee or director contact details:

Title: Mr Mrs Miss Ms Other

Family name

First given name

Other given names

Phone number

Email address

Non-individual trustee name (if applicable)

ABN of non-individual trustee

Time taken to prepare and complete this annual return **Hrs**

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

TAX AGENT'S DECLARATION:

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

Tax agent's signature

Date Day / Month / Year

Tax agent's contact details

Title: Mr Mrs Miss Ms Other

Family name

First given name

Other given names

Tax agent's practice

Tax agent's phone number

Reference number

Tax agent number

KG Hollindale Superannuation Fund

Members Statement

Garth Hollindale
 Unit 14 24 The Corso
 NORTH LAKES, Queensland, 4509, Australia

Your Details

Date of Birth : Provided
 Age: 45
 Tax File Number: Provided
 Date Joined Fund: 27/10/2020
 Service Period Start Date: 19/02/1994
 Date Left Fund:
 Member Code: HOLGAR00001A
 Account Start Date 27/10/2020
 Account Phase: Accumulation Phase
 Account Description: Accumulation

Nominated Beneficiaries N/A
 Vested Benefits 344,272.55
 Total Death Benefit 344,272.55

Your Balance

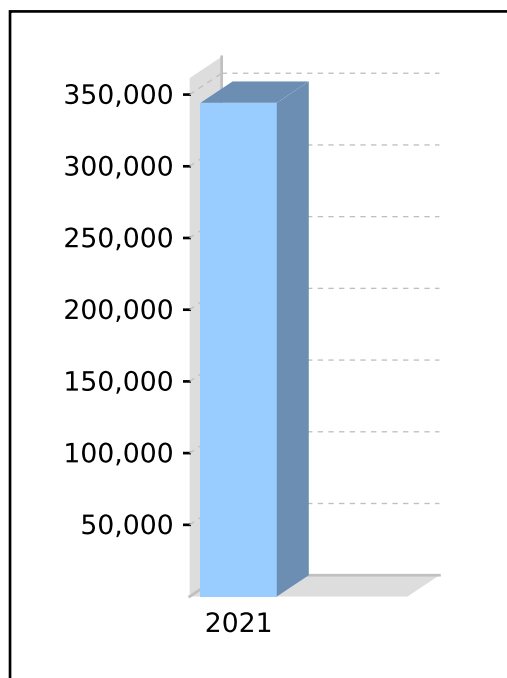
Total Benefits 344,272.55

Preservation Components

Preserved 344,272.55
 Unrestricted Non Preserved
 Restricted Non Preserved

Tax Components

Tax Free 22,464.48
 Taxable 321,808.07



Your Detailed Account Summary

	This Year
Opening balance at 27/10/2020	
<u>Increases to Member account during the period</u>	
Employer Contributions	
Personal Contributions (Concessional)	32,238.40
Personal Contributions (Non Concessional)	22,464.48
Government Co-Contributions	
Other Contributions	
Proceeds of Insurance Policies	
Transfers In	279,000.00
Net Earnings	18,236.19
Internal Transfer In	
<u>Decreases to Member account during the period</u>	
Pensions Paid	
Contributions Tax	4,835.76
Income Tax	2,830.76
No TFN Excess Contributions Tax	
Excess Contributions Tax	
Refund Excess Contributions	
Division 293 Tax	
Insurance Policy Premiums Paid	
Management Fees	
Member Expenses	
Benefits Paid/Transfers Out	
Superannuation Surcharge Tax	
Internal Transfer Out	
Closing balance at 30/06/2021	344,272.55

KG Hollindale Superannuation Fund
Members Statement

Trustee's Disclaimer

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

Signed by all the trustees of the fund

Garth Hollindale
Director

Karen Hollindale
Director

KG Hollindale Superannuation Fund

Members Statement

Karen Hollindale
 Unit 14 24 The Corso
 NORTH LAKES, Queensland, 4509, Australia

Your Details

Date of Birth : Provided
 Age: 47
 Tax File Number: Provided
 Date Joined Fund: 27/10/2020
 Service Period Start Date: 17/04/1994
 Date Left Fund:
 Member Code: HOLKAR00001A
 Account Start Date: 27/10/2020
 Account Phase: Accumulation Phase
 Account Description: Accumulation

Nominated Beneficiaries N/A
 Vested Benefits 222,007.15
 Total Death Benefit 222,007.15

Your Balance

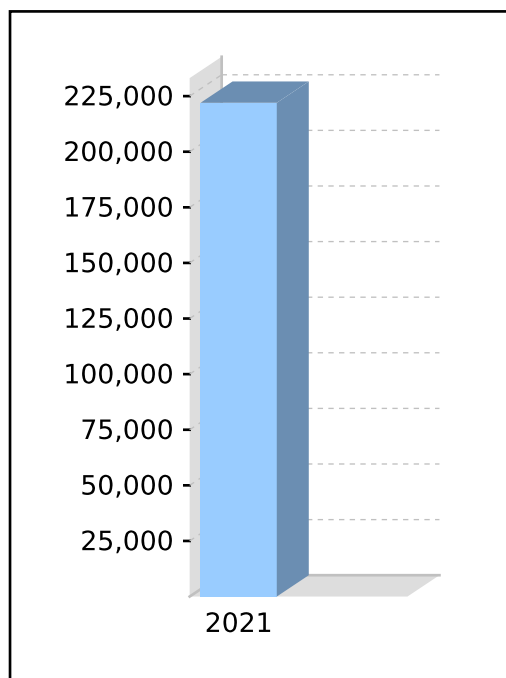
Total Benefits 222,007.15

Preservation Components

Preserved 222,007.15
 Unrestricted Non Preserved
 Restricted Non Preserved

Tax Components

Tax Free 4,513.81
 Taxable 217,493.34



Your Detailed Account Summary

	This Year
Opening balance at 27/10/2020	
<u>Increases to Member account during the period</u>	
Employer Contributions	
Personal Contributions (Concessional)	27,104.12
Personal Contributions (Non Concessional)	
Government Co-Contributions	
Other Contributions	
Proceeds of Insurance Policies	
Transfers In	188,500.00
Net Earnings	12,392.27
Internal Transfer In	
<u>Decreases to Member account during the period</u>	
Pensions Paid	
Contributions Tax	4,065.62
Income Tax	1,923.62
No TFN Excess Contributions Tax	
Excess Contributions Tax	
Refund Excess Contributions	
Division 293 Tax	
Insurance Policy Premiums Paid	
Management Fees	
Member Expenses	
Benefits Paid/Transfers Out	
Superannuation Surcharge Tax	
Internal Transfer Out	
Closing balance at 30/06/2021	222,007.15

KG Hollindale Superannuation Fund
Members Statement

Trustee's Disclaimer

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

Signed by all the trustees of the fund

Garth Hollindale
Director

Karen Hollindale
Director

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

Section A: Your details

1 Tax file number (TFN)

PROVIDED

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

2 Name

Title: MR

Family name

HOLLINDALE

First given name

GARTH

Other given names

3 Date of birth PROVIDED

4 Current postal address

UNIT 14 24 THE CORSO

Suburb/town/locality

NORTH LAKES

State/territory

QLD

(Australia only)

Postcode

4509

(Australia only)

Country if outside of Australia

5 Daytime phone number (include area code)

Section B: Super fund's details

6 Fund name

KGHOLLINDALE SUPERANNUATION FUND

7 Fund Australian business number (ABN) 51365997960

8 Member account number HOLGAR00001A

9 Unique Superannuation Identifier (USI) (if known)

Section C: Contribution details

10 Personal contribution details

Is this notice varying an earlier notice? No Yes

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

ORIGINAL NOTICE TO CLAIM A TAX DEDUCTION

11 Financial year ended 30 June 20

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

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

Section D: Declaration

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

INTENTION TO CLAIM A TAX DEDUCTION

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

I declare that at the time of lodging this notice:

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

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

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

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

Name (Print in BLOCK LETTERS)

Signature

Date

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

VARIATION OF PREVIOUS VALID NOTICE OF INTENT

14 Financial year ended 30 June 20

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

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

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

Declaration

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

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

VARIATION OF PREVIOUS VALID NOTICE OF INTENT

I declare that at the time of lodging this notice:

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

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

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

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

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

Name (Print in BLOCK LETTERS)

Signature

Date

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

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

Section A: Your details

1 Tax file number (TFN)

PROVIDED

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

2 Name

Title: MRS

Family name

HOLLINDALE

First given name

KAREN

Other given names

3 Date of birth PROVIDED

4 Current postal address

UNIT 14 24 THE CORSO

Suburb/town/locality

NORTH LAKES

State/territory

QLD

(Australia only)

Postcode

4509

(Australia only)

Country if outside of Australia

5 Daytime phone number (include area code)

Section B: Super fund's details

6 Fund name

KGHOLLINDALE SUPERANNUATION FUND

7 Fund Australian business number (ABN) 51365997960

8 Member account number HOLKAR00001A

9 Unique Superannuation Identifier (USI) (if known)

Section C: Contribution details

10 Personal contribution details

Is this notice varying an earlier notice? No Yes

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

ORIGINAL NOTICE TO CLAIM A TAX DEDUCTION

11 Financial year ended 30 June 20

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

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

Section D: Declaration

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

INTENTION TO CLAIM A TAX DEDUCTION

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

I declare that at the time of lodging this notice:

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

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

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

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

Name (Print in BLOCK LETTERS)

Signature

Date

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

VARIATION OF PREVIOUS VALID NOTICE OF INTENT

14 Financial year ended 30 June 20

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

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

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

Declaration

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

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

VARIATION OF PREVIOUS VALID NOTICE OF INTENT

I declare that at the time of lodging this notice:

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

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

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

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

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

Name (Print in BLOCK LETTERS)

Signature

Date

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

Minutes of a meeting of the Director(s)

held on / / at Unit 14 24 The Corso, NORTH LAKES, Queensland 4509

- PRESENT:** Garth Hollindale and Karen Hollindale
- MINUTES:** The Chair reported that the minutes of the previous meeting had been signed as a true record.
- FINANCIAL STATEMENTS OF SUPERANNUATION FUND:** It was resolved that the financial statements would be prepared as special purpose financial statements as, in the opinion of the trustee(s), the Superannuation Fund is a non-reporting entity and therefore is not required to comply with all Australian Accounting Standards.
- 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.
- TRUSTEE'S DECLARATION:** It was resolved that the trustee's declaration of the Superannuation Fund be signed.
- ANNUAL RETURN:** Being satisfied that the Fund had complied with the requirements of the Superannuation Industry (Supervision) Act 1993 (SISA) and Regulations during the year ended 30 June 2021, it was resolved that the annual return be approved, signed and lodged with the Australian Taxation Office.
- TRUST DEED:** The Chair tabled advice received from the Fund's legal adviser confirming that the fund's trust deed is consistent with all relevant superannuation and trust law.
- INVESTMENT STRATEGY:** The allocation of the Fund's assets and the Fund's investment performance over the financial year were reviewed and found to be within the acceptable ranges outlined in the investment strategy. After considering the risk, rate of return, diversification and liquidity of the investments and the ability of the Fund to discharge its existing liabilities, it was resolved that the investment strategy continues to reflect the purposes and circumstances of the Fund and its members. Accordingly, no changes in the investment strategy were required.
- INSURANCE COVER:** The trustee(s) reviewed the current life and total and permanent disability insurance coverage on offer to the members and resolved that the current insurance arrangements were appropriate for the Fund.
- ALLOCATION OF INCOME:** It was resolved that the income of the Fund would be allocated to the members based on their average daily balance (an alternative allocation basis may be percentage of opening balance).
- INVESTMENT ACQUISITIONS:** It was resolved to ratify the investment acquisitions throughout the financial year ended 30 June 2021.
- INVESTMENT DISPOSALS:** It was resolved to ratify the investment disposals throughout the financial year ended 30 June 2021.
- AUDITORS:** It was resolved that
- Tony Boys
- of
- PO Box 3376, Rundle Mall, South Australia 5000
- act as auditors of the Fund for the next financial year.
- TAX AGENTS:** It was resolved that
- Mark G W Herron

Minutes of a meeting of the Director(s)

held on / / at Unit 14 24 The Corso, NORTH LAKES, Queensland 4509

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 –

.....

Garth Hollindale

Chairperson

KG Hollindale Superannuation Fund

Trial Balance

As at 30 June 2021

Code	Account Name	Units	Debits \$	Credits \$
24200	Contributions			
24200/HOLGAR00001A	(Contributions) Hollindale, Garth - Accumulation			✓ 54,702.88
24200/HOLKAR00001A	(Contributions) Hollindale, Karen - Accumulation			✓ 27,104.12
28000	Property Income			
28000/NLProperty	3/14-18 Discovery Drive, North Lakes QLD, Australia			✓ 37,493.21
28500	Transfers In			
28500/HOLGAR00001A	(Transfers In) Hollindale, Garth - Accumulation			✓ 279,000.00
28500/HOLKAR00001A	(Transfers In) Hollindale, Karen - Accumulation			✓ 188,500.00
30100	Accountancy Fees		570.00	✓
31500	Bank Charges		20.46	✓
33300	Formation Cost (non deductible)		1,420.00	
33400	Depreciation			
33400/Signage	Signage (North Lakes Property)		530.43	✓
41960	Property Expenses - Council Rates			
41960/NLProperty	3/14-18 Discovery Drive, North Lakes QLD, Australia		527.33	
42100	Property Expenses - Body Corporate Fees			
42100/NLProperty	3/14-18 Discovery Drive, North Lakes QLD, Australia		3,623.53	
42150	Property Expenses - Water Rates			
42150/NLProperty	3/14-18 Discovery Drive, North Lakes QLD, Australia		173.00	
48500	Income Tax Expense		13,655.76	
49000	Profit/Loss Allocation Account		566,279.70	
52420	Contributions			
52420/HOLGAR00001A	(Contributions) Hollindale, Garth - Accumulation			54,702.88
52420/HOLKAR00001A	(Contributions) Hollindale, Karen - Accumulation			27,104.12
52850	Transfers In			
52850/HOLGAR00001A	(Transfers In) Hollindale, Garth - Accumulation			279,000.00
52850/HOLKAR00001A	(Transfers In) Hollindale, Karen - Accumulation			188,500.00
53100	Share of Profit/(Loss)			
53100/HOLGAR00001A	(Share of Profit/(Loss)) Hollindale, Garth - Accumulation			18,236.19

KG Hollindale Superannuation Fund

Trial Balance

As at 30 June 2021

Code	Account Name	Units	Debits \$	Credits \$
53100/HOLKAR00001A	(Share of Profit/(Loss)) Hollindale, Karen - Accumulation			12,392.27
53330	Income Tax			
53330/HOLGAR00001A	(Income Tax) Hollindale, Garth - Accumulation		2,830.76	
53330/HOLKAR00001A	(Income Tax) Hollindale, Karen - Accumulation		1,923.62	
53800	Contributions Tax			
53800/HOLGAR00001A	(Contributions Tax) Hollindale, Garth - Accumulation		4,835.76	
53800/HOLKAR00001A	(Contributions Tax) Hollindale, Karen - Accumulation		4,065.62	
60400	Bank Accounts			
60400/CBA10447679	Commonwealth Bank Acc 1044 7679		22,124.82 ✓	
76550	Plant and Equipment (at written down value) - Unitised			
76550/Signage	Signage (North Lakes Property)	1.0000	5,783.65 ✓	
77250	Real Estate Properties (Australian - Non Residential)			
77250/NLProperty	3/14-18 Discovery Drive, North Lakes QLD, Australia	1.0000	384,712.99 ✓	
78400	Units in Unlisted Unit Trusts (Australian)			
78400/HSPT	Hill Street Property Trust	170,000.0000	170,000.00 ✓	
84000	GST Payable/Refundable			2,686.00 ✓
85000	Income Tax Payable/Refundable			13,708.80 ✓
89000	Deferred Tax Liability/Asset		53.04	
			1,183,130.47	1,183,130.47

Current Year Profit/(Loss): 579,935.46



Your Statement

Statement 1 (Page 1 of 2)

Account Number 06 4185 10447679

Statement Period 2 Nov 2020 - 31 Dec 2020

Closing Balance Nil

Enquiries 13 1998
 (24 hours a day, 7 days a week)



036

THE TRUSTEES
 KGHOLLINDALE SUPERANNUATION FUND
 UNIT 14 24 THE CSO
 NORTH LAKES QLD 4509



Business Transaction Account

If this account has an attached overdraft limit or facility which is secured over your primary place of residence or over a residential investment property you should ensure that the property is insured in accordance with the terms and conditions of the mortgage. If you have any queries about your insurance cover you should contact your insurer. Information on property insurance can also be found on www.moneysmart.gov.au. Note, if this account has an attached overdraft limit or facility and we send you a statement every 4 or 6 months, we will update your statement preference to every 3 months as part of changes made to the new Banking Code of Practice from 1 July 2019.

Name: KGHOLLINDALE SUPERANNUATION PTY LTD AS TRUSTEES FOR KGHOLLINDALE SUPERANNUATION FUND

Note: Have you checked your statement today? It's easy to find out more information about each of your transactions by logging on to the CommBank App or NetBank. Should you have any questions on fees or see an error please contact us on the details above. Cheque proceeds are available when cleared.

The date of transactions shown here may be different on your other transaction lists (for example, the transaction list that appears on the CommBank app).

Date	Transaction	Debit	Credit	Balance
02 Nov 2020	OPENING BALANCE			Nil
31 Dec 2020	CLOSING BALANCE			Nil

Opening balance	-	Total debits	+	Total credits	=	Closing balance
Nil		Nil		Nil		Nil



Your Statement

Statement 2 (Page 1 of 2)

Account Number 06 4185 10447679

Statement Period 1 Jan 2021 - 31 Mar 2021

Closing Balance \$8,374.49 CR

Enquiries 13 1998
 (24 hours a day, 7 days a week)



036

THE TRUSTEES
 KGHOLLINDALE SUPERANNUATION FUND
 UNIT 14 24 THE CSO
 NORTH LAKES QLD 4509

Business Transaction Account

If this account has an attached overdraft limit or facility which is secured over your primary place of residence or over a residential investment property you should ensure that the property is insured in accordance with the terms and conditions of the mortgage. If you have any queries about your insurance cover you should contact your insurer. Information on property insurance can also be found on www.moneysmart.gov.au. Note, if this account has an attached overdraft limit or facility and we send you a statement every 4 or 6 months, we will update your statement preference to every 3 months as part of changes made to the new Banking Code of Practice from 1 July 2019.

Name: KGHOLLINDALE SUPERANNUATION PTY LTD AS TRUSTEES FOR KGHOLLINDALE SUPERANNUATION FUND

Note: Have you checked your statement today? It's easy to find out more information about each of your transactions by logging on to the CommBank App or NetBank. Should you have any questions on fees or see an error please contact us on the details above. Cheque proceeds are available when cleared.

The date of transactions shown here may be different on your other transaction lists (for example, the transaction list that appears on the CommBank app).

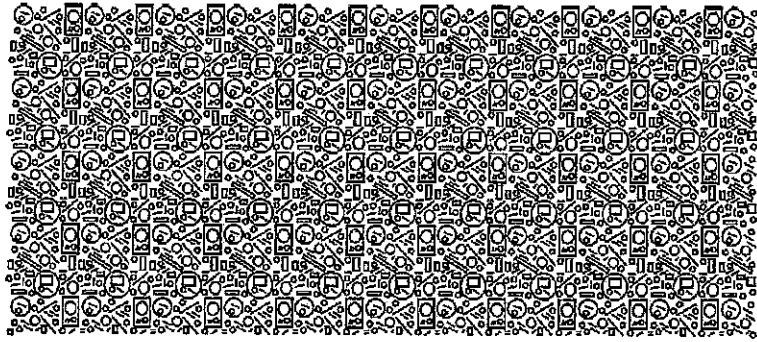
Date	Transaction	Debit	Credit	Balance
01 Jan	2021 OPENING BALANCE			Nil
21 Feb	Transfer from NetBank For Deposit		1,000.00	\$1,000.00 CR
22 Feb	Transfer to other Bank CommBank app 3 1418DiscoveryID	1,000.00		\$0.00
24 Feb	Transfer from NetBank VC Bldg Insp		495.00	\$495.00 CR
25 Feb	Transfer to CBA A/c NetBank BuildingInspection	495.00		\$0.00
02 Mar	Salary QSUPER LUMP SUMS Q MEMB 477845		140,000.00	\$140,000.00 CR
11 Mar	Chq Dep Branch NORTH LAKES SHOPPING CENT		230,000.00	\$370,000.00 CR
12 Mar	Transfer to other Bank NetBank 3 1418DiscoveryRD	14,000.00		\$356,000.00 CR
28 Mar	Transfer from CommBank app VC for Settlement		24,000.00	\$380,000.00 CR



20098.39019.1.2 ZZ258R3 0303 SL_R3.\$131.D090.O V06.00.31

Account Number

06 4185 10447679



Date	Transaction	Debit	Credit	Balance
29 Mar	Wdl Branch NORTH LAKES SHOPPING CENTRE	371,625.51		\$8,374.49 CR
31 Mar 2021	CLOSING BALANCE			\$8,374.49 CR

Opening balance	-	Total debits	+	Total credits	=	Closing balance
Nil		\$387,120.51		\$395,495.00		\$8,374.49 CR

Transaction Summary during 1st December 2020 to 28th February 2021

Transaction Type	01 Dec to 31 Dec	01 Jan to 31 Jan	01 Feb to 28 Feb	Free	Chargeable	Unit Price	Fee Charged
Staff assisted withdrawals	0	0	0	0	0	\$3.00	\$0.00
Cheques written	0	0	0	0	0	\$3.00	\$0.00
Cheque deposit	0	0	0	0	0	\$3.00	\$0.00
Over the counter deposit	0	0	0	0	0	\$3.00	\$0.00
Quick deposits	0	0	0	0	0	\$3.00	\$0.00
Cheq deposit in quick deposit box	0	0	0	0	0	\$3.00	\$0.00
Total	0	0	0	0	0		\$0.00
Account Fee						\$0.00	\$0.00
Paper Statement Fee						\$2.50	\$0.00



Your Statement

Statement 3 (Page 1 of 3)

Account Number 06 4185 10447679

Statement Period 1 Apr 2021 - 30 Jun 2021

Closing Balance \$22,124.82 CR

Enquiries 13 1998
 (24 hours a day, 7 days a week)



036

THE TRUSTEES
 KGHOLLINDALE SUPERANNUATION FUND
 UNIT 14 24 THE OSO
 NORTH LAKES QLD 4509

Business Transaction Account

If this account has an attached overdraft limit or facility which is secured over your primary place of residence or over a residential investment property you should ensure that the property is insured in accordance with the terms and conditions of the mortgage. If you have any queries about your insurance cover you should contact your insurer. Information on property insurance can also be found on www.moneysmart.gov.au. Note, if this account has an attached overdraft limit or facility and we send you a statement every 4 or 6 months, we will update your statement preference to every 3 months as part of changes made to the new Banking Code of Practice from 1 July 2019.

Name: KGHOLLINDALE SUPERANNUATION PTY LTD AS T
 RUSTEES FOR KGHOLLINDALE SUPERANNUATION
 FUND

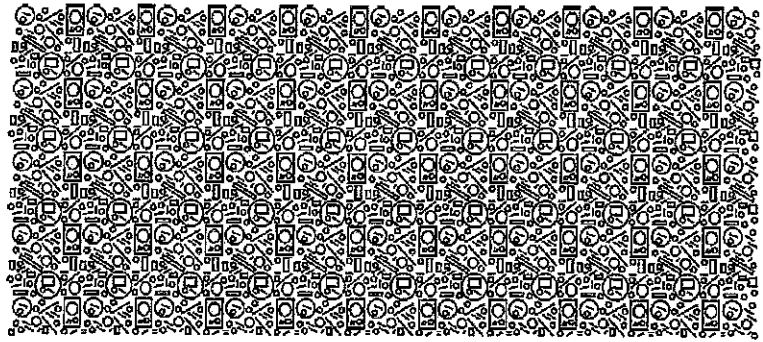
Note: Have you checked your statement today? It's easy to find out more information about each of your transactions by logging on to the CommBank App or NetBank. Should you have any questions on fees or see an error please contact us on the details above. Cheque proceeds are available when cleared.

The date of transactions shown here may be different on your other transaction lists (for example, the transaction list that appears on the CommBank app).

Date	Transaction	Debit	Credit	Balance
01 Apr	2021 OPENING BALANCE			\$8,374.49 CR
01 Apr	Transaction Fee	9.00		\$8,365.49 CR
09 Apr	Transfer To Signarama North Lakes CommBank App Signage for Tennant 3 14...	3,682.50		\$4,682.99 CR
22 Apr	Transfer from CBA NetBank 01 MyMidwives		40,431.23	\$45,114.22 CR
03 May	Transfer from CommBank app Garth Super VC		31,500.00	\$76,614.22 CR
04 May	Chq Dep Branch NORTH LAKES SHOPPING CENT		407.46	\$77,021.68 CR
06 May	Salary QSUPER LUMP SUMS Q MEMB 477845		48,500.00	\$125,521.68 CR
06 May	Transfer to other Bank NetBank Part Transfer	20,000.00		\$105,521.68 CR
08 May	Transfer To Hill St Property Tst CommBank App Part transfer 2	20,000.00		\$85,521.68 CR
11 May	Transfer To Hill St Property Tst CommBank App Part transfer 3	20,000.00		\$65,521.68 CR

Account Number

06 4185 10447679



Date	Transaction	Debit	Credit	Balance
11 May	Transfer To Hill St Property Tst CommBank App Part transfer 4 Value Date: 12/05/2021	20,000.00		\$45,521.68 CR
12 May	Transfer from CBA NetBank Rates My Midwives		564.55	\$46,086.23 CR
12 May	MBRC RATES NetBank BPAY 339457 500581692005816921 April June Rates	564.55		\$45,521.68 CR
18 May	Chq Dep Branch NORTH LAKES SHOPPING CENT		49,000.00	\$94,521.68 CR
20 May	DEFT PAYMENTS NetBank BPAY 96503 26574835035040800126 Inv 0000091	1,744.87		\$92,776.81 CR
27 May	Transfer To Signarama North Lakes NetBank 3 1418 Discovery Drive Signag...	3,262.99		\$89,513.82 CR
01 Jun	Transaction Fee	12.00		\$89,501.82 CR
01 Jun	Transfer to other Bank NetBank INV26830 HOLL0014	627.00		\$88,874.82 CR
01 Jun	Transfer from CBA NetBank 003 MyMidwives		173.00	\$89,047.82 CR
09 Jun	Transfer from NetBank KH Vol Conc Cont		23,250.00	\$112,297.82 CR
10 Jun	Transfer To Hill St Property Trust CommBank App Hill St Property Trust B...	90,000.00		\$22,297.82 CR
25 Jun	UNITYWATER NetBank BPAY 130393 0999978877 June 21	173.00		\$22,124.82 CR
30 Jun 2021	CLOSING BALANCE			\$22,124.82 CR

Opening balance	-	Total debits	+	Total credits	=	Closing balance
\$8,374.49 CR		\$180,075.91		\$193,826.24		\$22,124.82 CR

KGHollindale Superannuation Fund

Detailed Activity Statement Preparation Report

For The Period 27 October 2020 - 30 June 2021

Description	Reference	Gross(Inc GST)	GST Rate	GST
Income				
Sales				
Property Income				
3/14-18 Discovery Drive, North Lakes QLD, Australia				
22/04/2021	3/14-18 Discovery Drive, North Lakes QLD, Australia	40,431.23	100%	3,675.57
		<u>40,431.23</u>		<u>3,675.57</u>
		40,431.23		3,675.57
Total Sales	G1	<u>40,431.23</u>		
Total GST collected on Sales	1A			<u>3,675.57</u>
Expenses				
Capital Purchases				
Plant and Equipment (at written down value) - Unitised				
Signage (North Lakes Property)				
09/04/2021	Signage (North Lakes Property)	6,945.49	100%	631.41
		<u>6,945.49</u>		<u>631.41</u>
		6,945.49		631.41
Total Capital Purchases	G10	<u>6,945.49</u>		
Non Capital Purchases				
Accountancy Fees				
Accountancy Fees				
01/06/2021	Accountancy Fees	627.00	100%	57.00
		<u>627.00</u>		<u>57.00</u>
		627.00		57.00
Formation Cost (non deductible)				
Formation Cost (non deductible)				
30/06/2021	Formation Cost (non deductible)	1,562.00	100%	142.00
		<u>1,562.00</u>		<u>142.00</u>
		1,562.00		142.00
Property Expenses - Body Corporate Fees				
3/14-18 Discovery Drive, North Lakes QLD, Australia				
20/05/2021	3/14-18 Discovery Drive, North Lakes QLD, Australia	1,744.87	100%	158.62

Description	Reference	Gross(Inc GST)	GST Rate	GST
		1,744.87		158.62
		1,744.87		158.62

Property Expenses - Council Rates

3/14-18 Discovery Drive, North Lakes QLD, Australia

19/02/2021	3/14-18 Discovery Drive, North Lakes QLD, Australia	37.22	GST Free	0.00
12/05/2021	3/14-18 Discovery Drive, North Lakes QLD, Australia	564.55	GST Free	
		601.77		0.00
		601.77		0.00

Property Expenses - Water Rates

3/14-18 Discovery Drive, North Lakes QLD, Australia

25/06/2021	3/14-18 Discovery Drive, North Lakes QLD, Australia	173.00	GST Free	
		173.00		0.00
		173.00		0.00

Total Non Capital Purchases	G11	4,708.64		
Total GST Paid on Purchases	1B			989.03

BAS Summary

Total Sales	G1	40,431.23	Total GST Collected on Sales	1A	3,675.57
Total Capital Purchases	G10	6,945.49	Total GST Paid on Purchases	1B	989.03
Total Non Capital Purchases	G11	4,708.64	GST Payable / (Refundable)		2,686.54



Australian Government
Australian Taxation Office

Agent HERRON ACCOUNTANTS
Client THE TRUSTEE FOR
KGHOLLINDALE
SUPERANNUATION FUND
ABN 51 365 997 960

Print activity statement

Account	Period	Document ID	GST accounting method
Activity statement – 004 – THE TRUSTEE FOR KGHOLLINDALE SUPERANNUATION FUND	Apr 2021 – Jun 2021	46856192639	Cash

Payment due date 28 July 2021

Statement summary

Description	Reported Value	Owed to ATO	Owed by ATO
Goods and services tax (GST)			
1A Owed to ATO		\$3,675.00	
1B Owed by ATO			\$989.00
G1 Total sales	\$40,431.00		
Does this include GST?		Yes	

Amount owing to ATO

\$2,686.00

Declaration

- > I THE TRUSTEE FOR KGHOLLINDALE SUPERANNUATION FUND authorise HERRON ACCOUNTANTS to give the Apr 2021 – Jun 2021 activity statement to the Commissioner of Taxation for 004 – THE TRUSTEE FOR KGHOLLINDALE 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: _____



KGHollindale Superannuation Fund
8 Seymour St
DECEPTION BAY QLD 4508

Invoice Date
28 October 2020

ABN.
16 134 060 432

Invoice No.
25318

Client Code
HOLL0014

TAX INVOICE

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

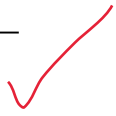
To the establishment of your new Self-Managed Superannuation Fund Trustee Company **'KGHollindale Superannuation Pty Ltd'** including outlays paid on your behalf

To the establishment of your new Self-Managed Superannuation Fund **'KGHollindale Superannuation Fund'** including outlays paid on your behalf.

Application for Tax Registrations as required: ABN & TFN

Our Price
Plus: GST
TOTAL DUE

1,420.00
142.00
\$1,562.00



Remittance Advice - Please return with your payment

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

Invoice Due Date - 11 November 2020

Please forward cheques to:

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

For Direct Deposit:

BSB: 124 001
BoQ Account No: 21374214

Credit Card: Mastercard/Visa (Please circle)

Card No:

Expires: ___ / ___

Name on Card: _____

Signature: _____

Client Code: HOLL0014

Invoice No: 25318

Amount Due: \$1,562.00

Amount Paid: \$ _____

KG Hollindale Superannuation Fund

Tax Reconciliation Report

For the year ended 30 June 2021

Tax Return Label	Date	Account Code	Account Name	Amount \$
B - Income - Gross rent and other leasing and hiring income				
	22/04/2021	28000/NLProperty	3/14-18 Discovery Drive, North Lakes QLD, Australia	36,755.66
	12/05/2021	28000/NLProperty	3/14-18 Discovery Drive, North Lakes QLD, Australia	564.55
	01/06/2021	28000/NLProperty	3/14-18 Discovery Drive, North Lakes QLD, Australia	173.00
Sub-Total				37,493.21
Ignore Cents				0.21
Total				37,493.00
R2 - Assessable personal contributions				
	21/02/2021	24200/HOLGAR00001A	(Contributions) Hollindale, Garth - Accumulation (Accumulation)	1,000.00
	24/02/2021	24200/HOLGAR00001A	(Contributions) Hollindale, Garth - Accumulation (Accumulation)	495.00
	28/03/2021	24200/HOLGAR00001A	(Contributions) Hollindale, Garth - Accumulation (Accumulation)	24,000.00
	03/05/2021	24200/HOLGAR00001A	(Contributions) Hollindale, Garth - Accumulation (Accumulation)	6,743.40
	03/05/2021	24200/HOLKAR00001A	(Contributions) Hollindale, Karen - Accumulation (Accumulation)	24,756.60
	09/06/2021	24200/HOLKAR00001A	(Contributions) Hollindale, Karen - Accumulation (Accumulation)	2,347.52
Sub-Total				59,342.52
Ignore Cents				0.52
Total				59,342.00
R - Assessable contributions (R1 plus R2 plus R3 less R6)				
			Assessable personal contributions	59,342.52
Sub-Total				59,342.52
Ignore Cents				0.52
Total				59,342.00
W - GROSS INCOME (Sum of labels A to U)				
				96,835.00
Sub-Total				96,835.00
Ignore Cents				0.00
Total				96,835.00
V - TOTAL ASSESSABLE INCOME (W less Y)				
				96,835.00
Sub-Total				96,835.00
Ignore Cents				0.00
Total				96,835.00
E1 - Expenses - Decline in value of depreciating assets				
	30/06/2021	33400/Signage	Signage (North Lakes Property)	530.43
Sub-Total				530.43
Ignore Cents				0.43
Total				530.00
I1 - Expenses - Investment expenses				

KG Hollindale Superannuation Fund

Tax Reconciliation Report

For the year ended 30 June 2021

Tax Return Label	Date	Account Code	Account Name	Amount \$
I1 - Expenses - Investment expenses				
	19/02/2021	41960/NLProperty	3/14-18 Discovery Drive, North Lakes QLD, Australia	(37.22)
	12/05/2021	41960/NLProperty	3/14-18 Discovery Drive, North Lakes QLD, Australia	564.55
	19/02/2021	42100/NLProperty	3/14-18 Discovery Drive, North Lakes QLD, Australia	2,037.28
	20/05/2021	42100/NLProperty	3/14-18 Discovery Drive, North Lakes QLD, Australia	1,586.25
	25/06/2021	42150/NLProperty	3/14-18 Discovery Drive, North Lakes QLD, Australia	173.00
Sub-Total				4,323.86
Ignore Cents				0.86
Total				4,323.00
J1 - Expenses - Management and administration expenses				
	01/06/2021	30100	Accountancy Fees	570.00
	01/04/2021	31500	Bank Charges	9.00
	01/06/2021	31500	Bank Charges	12.00
	30/06/2021	31500	Bank Charges	(0.54)
Sub-Total				590.46
Ignore Cents				0.46
Total				590.00
L2 - Expenses - Other amounts (Non-deductible)				
	30/06/2021	33300	Formation Cost (non deductible)	1,420.00
Sub-Total				1,420.00
Ignore Cents				0.00
Total				1,420.00
N - TOTAL DEDUCTIONS				
				5,443.00
Sub-Total				5,443.00
Ignore Cents				0.00
Total				5,443.00
Y - TOTAL NON DEDUCTIBLE EXPENSES				
				1,420.00
Sub-Total				1,420.00
Ignore Cents				0.00
Total				1,420.00
O - TAXABLE INCOME OR LOSS				
				91,392.00
Sub-Total				91,392.00
Ignore Cents				0.00
Total				91,392.00
Z - TOTAL SMSF EXPENSES				
				6,863.00

KG Hollindale Superannuation Fund Tax Reconciliation Report

For the year ended 30 June 2021

Tax Return Label	Date	Account Code	Account Name	Amount \$
Z - TOTAL SMSF EXPENSES				
Sub-Total				6,863.00
Ignore Cents				0.00
Total				6,863.00
A - Taxable income				
				91,392.00
Sub-Total				91,392.00
Ignore Cents				0.00
Total				91,392.00
T1 - Tax on taxable income				
				13,708.80
Sub-Total				13,708.80
Ignore Cents				0.00
Total				13,708.80
B - Gross Tax				
				13,708.80
Sub-Total				13,708.80
Ignore Cents				0.00
Total				13,708.80
T2 - SUBTOTAL				
				13,708.80
Sub-Total				13,708.80
Ignore Cents				0.00
Total				13,708.80
T3 - SUBTOTAL 2				
				13,708.80
Sub-Total				13,708.80
Ignore Cents				0.00
Total				13,708.80
T5 - TAX PAYABLE				
				13,708.80
Sub-Total				13,708.80
Ignore Cents				0.00
Total				13,708.80
L - Supervisory levy				
				259.00
Sub-Total				259.00
Ignore Cents				0.00
Total				259.00
N - Supervisory levy adjustment for new funds				

KG Hollindale Superannuation Fund
Tax Reconciliation Report

For the year ended 30 June 2021

Tax Return Label	Date	Account Code	Account Name	Amount
				\$
N - Supervisory levy adjustment for new funds				
				259.00
Sub-Total				259.00
Ignore Cents				0.00
Total				259.00
S - AMOUNT DUE OR REFUNDABLE				
				14,226.80
Sub-Total				14,226.80
Ignore Cents				0.00
Total				14,226.80

KG Hollindale Superannuation Fund
Deferred Tax Reconciliation

For The Period 27 October 2020 - 30 June 2021

Investment Code	Investment Name	Revaluation/Tax Deferred	Permanent Difference (Non-Assessable)	Temporary Difference (Assessable)	Temporary Difference (Accumulation Portion)
Revaluations					
Signage	76550/Signage - Signage (North Lakes Property)	(530.43)	(176.81)	(353.62)	(353.62)
		(530.43)	(176.81)	(353.62)	(353.62)
Total		(530.43)	(176.81)	(353.62)	(353.62)
Deferred Tax Liability (Asset) Summary					
Opening Balance		0.00			
Current Year Transactions		(53.04)			
Total Capital Losses		0.00			
Total Tax Losses		0.00			
Deferred Tax WriteBacks/Adjustment		0.00			
Capital Loss carried forward recouped		0.00			
Tax Loss carried forward recouped		0.00			
Closing Balance		(53.04)			

KGHollindale Superannuation Fund
Statement of Taxable Income

For the year ended 30 June 2021

	2021
	\$
Benefits accrued as a result of operations	579,935.46
Less	
Non Taxable Transfer In	467,500.00
Non Taxable Contributions	22,464.48
	<u>489,964.48</u>
Add	
SMSF non deductible expenses	1,420.00
	<u>1,420.00</u>
SMSF Annual Return Rounding	1.02
	<u>91,392.00</u>
Taxable Income or Loss	<u>91,392.00</u>
Income Tax on Taxable Income or Loss	13,708.80
	<u>13,708.80</u>
CURRENT TAX OR REFUND	<u>13,708.80</u>
Supervisory Levy	259.00
Supervisory Levy Adjustment for New Funds	259.00
	<u>14,226.80</u>
AMOUNT DUE OR REFUNDABLE	<u>14,226.80</u>

KG Hollindale Superannuation Fund

General Ledger

As at 30 June 2021

Transaction Date	Description	Units	Debit	Credit	Balance \$
Contributions (24200)					
<u>(Contributions) Hollindale, Garth - Accumulation (HOLGAR00001A)</u>					
21/02/2021				1,000.00	1,000.00 CR
24/02/2021				495.00	1,495.00 CR
28/03/2021				24,000.00	25,495.00 CR
03/05/2021	contribution			6,743.40	32,238.40 CR
09/06/2021	contribution			20,902.48	53,140.88 CR
30/06/2021	formation cost			1,562.00	54,702.88 CR
				54,702.88	54,702.88 CR
<u>(Contributions) Hollindale, Karen - Accumulation (HOLKAR00001A)</u>					
03/05/2021	contribution			24,756.60	24,756.60 CR
09/06/2021	contribution			2,347.52	27,104.12 CR
				27,104.12	27,104.12 CR
Property Income (28000)					
<u>3/14-18 Discovery Drive, North Lakes QLD, Australia (NLProperty)</u>					
22/04/2021	Inv 001 - 12 month rent			36,755.66	36,755.66 CR
12/05/2021	NL Nov 002 rates			564.55	37,320.21 CR
01/06/2021	Inv 003 - Water			173.00	37,493.21 CR
				37,493.21	37,493.21 CR
Transfers In (28500)					
<u>(Transfers In) Hollindale, Garth - Accumulation (HOLGAR00001A)</u>					
11/03/2021	GH SunSuper			230,000.00	230,000.00 CR
18/05/2021	GH - SunSuper			49,000.00	279,000.00 CR
				279,000.00	279,000.00 CR
<u>(Transfers In) Hollindale, Karen - Accumulation (HOLKAR00001A)</u>					
02/03/2021				140,000.00	140,000.00 CR
06/05/2021	KH QSuper			48,500.00	188,500.00 CR
				188,500.00	188,500.00 CR
Accountancy Fees (30100)					
<u>Accountancy Fees (30100)</u>					
01/06/2021			570.00		570.00 DR
			570.00		570.00 DR
Bank Charges (31500)					
<u>Bank Charges (31500)</u>					
01/04/2021			9.00		9.00 DR
01/06/2021			12.00		21.00 DR
30/06/2021	rounding			0.54	20.46 DR
			21.00	0.54	20.46 DR
Formation Cost (non deductible) (33300)					
<u>Formation Cost (non deductible) (33300)</u>					
30/06/2021	formation cost		1,420.00		1,420.00 DR
			1,420.00		1,420.00 DR
Depreciation (33400)					
<u>Signage (North Lakes Property) (Signage)</u>					

KG Hollindale Superannuation Fund

General Ledger

As at 30 June 2021

Transaction Date	Description	Units	Debit	Credit	Balance \$
30/06/2021	Depreciation for the period {2021}		530.43		530.43 DR
			530.43		530.43 DR
Property Expenses - Council Rates (41960)					
<u>3/14-18 Discovery Drive, North Lakes QLD, Australia (NLProperty)</u>					
19/02/2021	purchase of NL property (\$370K + \$11,375.00 SD & Legal fee) - Going Concern			37.22	37.22 CR
12/05/2021	rates payment		564.55		527.33 DR
			564.55	37.22	527.33 DR
Property Expenses - Body Corporate Fees (42100)					
<u>3/14-18 Discovery Drive, North Lakes QLD, Australia (NLProperty)</u>					
19/02/2021	purchase of NL property (\$370K + \$11,375.00 SD & Legal fee) - Going Concern		2,037.28		2,037.28 DR
20/05/2021	Body Corporate		1,586.25		3,623.53 DR
			3,623.53		3,623.53 DR
Property Expenses - Water Rates (42150)					
<u>3/14-18 Discovery Drive, North Lakes QLD, Australia (NLProperty)</u>					
25/06/2021	water bill		173.00		173.00 DR
			173.00		173.00 DR
Income Tax Expense (48500)					
<u>Income Tax Expense (48500)</u>					
30/06/2021	Create Entries - PDIT Entry - 30/06/2021			53.04	53.04 CR
30/06/2021	Create Entries - Income Tax Expense - 30/06/2021		13,708.80		13,655.76 DR
			13,708.80	53.04	13,655.76 DR
Profit/Loss Allocation Account (49000)					
<u>Profit/Loss Allocation Account (49000)</u>					
21/02/2021	System Member Journals		850.00		850.00 DR
24/02/2021	System Member Journals		420.75		1,270.75 DR
02/03/2021	System Member Journals		140,000.00		141,270.75 DR
11/03/2021	System Member Journals		230,000.00		371,270.75 DR
28/03/2021	System Member Journals		20,400.00		391,670.75 DR
03/05/2021	System Member Journals		5,731.89		397,402.64 DR
03/05/2021	System Member Journals		21,043.11		418,445.75 DR
06/05/2021	System Member Journals		48,500.00		466,945.75 DR
18/05/2021	System Member Journals		49,000.00		515,945.75 DR
09/06/2021	System Member Journals		1,995.39		517,941.14 DR
09/06/2021	System Member Journals		20,902.48		538,843.62 DR
30/06/2021	System Member Journals		1,562.00		540,405.62 DR
30/06/2021	Create Entries - Profit/Loss Allocation - 30/06/2021		18,236.19		558,641.81 DR
30/06/2021	Create Entries - Profit/Loss Allocation - 30/06/2021		12,392.27		571,034.08 DR
30/06/2021	Create Entries - Income Tax Expense Allocation - 30/06/2021			2,830.76	568,203.32 DR
30/06/2021	Create Entries - Income Tax Expense Allocation - 30/06/2021			1,923.62	566,279.70 DR
			571,034.08	4,754.38	566,279.70 DR

KG Hollindale Superannuation Fund

General Ledger

As at 30 June 2021

Transaction Date	Description	Units	Debit	Credit	Balance \$
Contributions (52420)					
<u>(Contributions) Hollindale, Garth - Accumulation (HOLGAR00001A)</u>					
21/02/2021	System Member Journals			1,000.00	1,000.00 CR
24/02/2021	System Member Journals			495.00	1,495.00 CR
28/03/2021	System Member Journals			24,000.00	25,495.00 CR
03/05/2021	System Member Journals			6,743.40	32,238.40 CR
09/06/2021	System Member Journals			20,902.48	53,140.88 CR
30/06/2021	System Member Journals			1,562.00	54,702.88 CR
				54,702.88	54,702.88 CR
<u>(Contributions) Hollindale, Karen - Accumulation (HOLKAR00001A)</u>					
03/05/2021	System Member Journals			24,756.60	24,756.60 CR
09/06/2021	System Member Journals			2,347.52	27,104.12 CR
				27,104.12	27,104.12 CR
Transfers In (52850)					
<u>(Transfers In) Hollindale, Garth - Accumulation (HOLGAR00001A)</u>					
11/03/2021	System Member Journals			230,000.00	230,000.00 CR
18/05/2021	System Member Journals			49,000.00	279,000.00 CR
				279,000.00	279,000.00 CR
<u>(Transfers In) Hollindale, Karen - Accumulation (HOLKAR00001A)</u>					
02/03/2021	System Member Journals			140,000.00	140,000.00 CR
06/05/2021	System Member Journals			48,500.00	188,500.00 CR
				188,500.00	188,500.00 CR
Share of Profit/(Loss) (53100)					
<u>(Share of Profit/(Loss)) Hollindale, Garth - Accumulation (HOLGAR00001A)</u>					
30/06/2021	Create Entries - Profit/Loss Allocation - 30/06/2021			18,236.19	18,236.19 CR
				18,236.19	18,236.19 CR
<u>(Share of Profit/(Loss)) Hollindale, Karen - Accumulation (HOLKAR00001A)</u>					
30/06/2021	Create Entries - Profit/Loss Allocation - 30/06/2021			12,392.27	12,392.27 CR
				12,392.27	12,392.27 CR
Income Tax (53330)					
<u>(Income Tax) Hollindale, Garth - Accumulation (HOLGAR00001A)</u>					
11/03/2021	System Member Journals				0.00 DR
18/05/2021	System Member Journals				0.00 DR
30/06/2021	Create Entries - Income Tax Expense Allocation - 30/06/2021		2,830.76		2,830.76 DR
			2,830.76		2,830.76 DR
<u>(Income Tax) Hollindale, Karen - Accumulation (HOLKAR00001A)</u>					
02/03/2021	System Member Journals				0.00 DR
06/05/2021	System Member Journals				0.00 DR
30/06/2021	Create Entries - Income Tax Expense Allocation - 30/06/2021		1,923.62		1,923.62 DR
			1,923.62		1,923.62 DR
Contributions Tax (53800)					
<u>(Contributions Tax) Hollindale, Garth - Accumulation (HOLGAR00001A)</u>					
21/02/2021	System Member Journals		150.00		150.00 DR

KG Hollindale Superannuation Fund

General Ledger

As at 30 June 2021

Transaction Date	Description	Units	Debit	Credit	Balance \$
24/02/2021	System Member Journals		74.25		224.25 DR
28/03/2021	System Member Journals		3,600.00		3,824.25 DR
03/05/2021	System Member Journals		1,011.51		4,835.76 DR
			4,835.76		4,835.76 DR
<u>(Contributions Tax) Hollindale, Karen - Accumulation (HOLKAR00001A)</u>					
03/05/2021	System Member Journals		3,713.49		3,713.49 DR
09/06/2021	System Member Journals		352.13		4,065.62 DR
			4,065.62		4,065.62 DR
Bank Accounts (60400)					
<u>Commonwealth Bank Acc 1044 7679 (CBA10447679)</u>					
21/02/2021			1,000.00		1,000.00 DR
22/02/2021	property purchase deposit			1,000.00	0.00 DR
24/02/2021			495.00		495.00 DR
25/02/2021	building inspection cost - going concern			495.00	0.00 DR
02/03/2021			140,000.00		140,000.00 DR
11/03/2021	GH SunSuper		230,000.00		370,000.00 DR
12/03/2021	NL Deposit			14,000.00	356,000.00 DR
28/03/2021			24,000.00		380,000.00 DR
29/03/2021	NL Property Settlement			371,625.51	8,374.49 DR
01/04/2021				9.00	8,365.49 DR
09/04/2021	NL Signage deposit			3,682.50	4,682.99 DR
22/04/2021	Inv 001 - 12 month rent		40,431.23		45,114.22 DR
03/05/2021	contribution		31,500.00		76,614.22 DR
04/05/2021	legal fee reimbursement - NL property		407.46		77,021.68 DR
06/05/2021	KH QSuper		48,500.00		125,521.68 DR
06/05/2021	HSPT Investment			20,000.00	105,521.68 DR
08/05/2021	HSPT Investment			20,000.00	85,521.68 DR
11/05/2021	HSPT Investment			20,000.00	65,521.68 DR
11/05/2021	HSPT Investment			20,000.00	45,521.68 DR
12/05/2021	NL Nov 002 rates		564.55		46,086.23 DR
12/05/2021	rates payment			564.55	45,521.68 DR
18/05/2021	GH - SunSuper		49,000.00		94,521.68 DR
20/05/2021	Body Corporate			1,744.87	92,776.81 DR
27/05/2021	Signage			3,262.99	89,513.82 DR
01/06/2021				12.00	89,501.82 DR
01/06/2021				627.00	88,874.82 DR
01/06/2021	Inv 003 - Water		173.00		89,047.82 DR
09/06/2021	contribution		23,250.00		112,297.82 DR
10/06/2021	HSPT Investment			90,000.00	22,297.82 DR
25/06/2021	water bill			173.00	22,124.82 DR
			589,321.24	567,196.42	22,124.82 DR
<u>Dummy Acc (DummyKGH)</u>					
19/02/2021	purchase of NL property (\$370K + \$11,375.00 SD & Legal fee) - Going Concern			386,218.05	386,218.05 CR
22/02/2021	property purchase deposit		1,000.00		385,218.05 CR

KG Hollindale Superannuation Fund

General Ledger

As at 30 June 2021

Transaction Date	Description	Units	Debit	Credit	Balance \$
12/03/2021	NL Deposit		14,000.00		371,218.05 CR
29/03/2021	NL Property Settlement		371,625.51		407.46 DR
09/04/2021	NL Signage deposit		3,682.50		4,089.96 DR
09/04/2021	NL Property Signage			6,945.49	2,855.53 CR
04/05/2021	legal fee reimbursement - NL property			407.46	3,262.99 CR
06/05/2021	HSPT Investment		20,000.00		16,737.01 DR
08/05/2021	HSPT Investment		20,000.00		36,737.01 DR
11/05/2021	HSPT Investment		20,000.00		56,737.01 DR
11/05/2021	HSPT Investment		20,000.00		76,737.01 DR
27/05/2021	Signage		3,262.99		80,000.00 DR
10/06/2021	HSPT Investment		90,000.00		170,000.00 DR
22/06/2021	Hill Street Property Trust - purchase of unit			170,000.00	0.00 DR
			563,571.00	563,571.00	0.00 DR

Plant and Equipment (at written down value) - Unitised (76550)

Signage (North Lakes Property) (Signage)

09/04/2021	NL Property Signage	1.00	6,314.08		6,314.08 DR
30/06/2021	Depreciation for the period {2021}			530.43	5,783.65 DR
		1.00	6,314.08	530.43	5,783.65 DR

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

3/14-18 Discovery Drive, North Lakes QLD, Australia (NLProperty)

19/02/2021	purchase of NL property (\$370K + \$11,375.00 SD & Legal fee) - Going Concern	1.00	388,218.11		388,218.11 DR
19/02/2021	purchase of NL property (\$370K + \$11,375.00 SD & Legal fee) - Going Concern	0.00		4,000.12	384,217.99 DR
25/02/2021	building inspection cost - going concern	0.00	495.00		384,712.99 DR
		1.00	388,713.11	4,000.12	384,712.99 DR

Units in Unlisted Unit Trusts (Australian) (78400)

Hill Street Property Trust (HSPT)

22/06/2021	Hill Street Property Trust - purchase of unit	170,000.00	170,000.00		170,000.00 DR
		170,000.00	170,000.00		170,000.00 DR

GST Payable/Refundable (84000)

GST Payable/Refundable (84000)

09/04/2021	NL Property Signage		631.41		631.41 DR
22/04/2021	Inv 001 - 12 month rent			3,675.57	3,044.16 CR
20/05/2021	Body Corporate		158.62		2,885.54 CR
01/06/2021			57.00		2,828.54 CR
30/06/2021	formation cost		142.00		2,686.54 CR
30/06/2021	rounding		0.54		2,686.00 CR
			989.57	3,675.57	2,686.00 CR

Income Tax Payable/Refundable (85000)

Income Tax Payable/Refundable (85000)

30/06/2021	Create Entries - Income Tax Expense - 30/06/2021			13,708.80	13,708.80 CR
				13,708.80	13,708.80 CR

KG Hollindale Superannuation Fund

General Ledger

As at 30 June 2021

Transaction Date	Description	Units	Debit	Credit	Balance \$
Deferred Tax Liability/Asset (89000)					
<u>Deferred Tax Liability/Asset (89000)</u>					
30/06/2021	Create Entries - PDIT Entry - 30/06/2021		53.04		53.04 DR
			53.04		53.04 DR
Total Debits:	2,324,263.19				
Total Credits:	2,324,263.19				

KG Hollindale Superannuation Fund

Create Entries Report

For the period 27 October 2020 to 30 June 2021

Create Entries Financial Year Summary 27 October 2020 - 30 June 2021

Total Profit	Amount
Income	586,800.21
Less Expense	6,864.75
Total Profit	579,935.46
Tax Summary	Amount
Fund Tax Rate	15.00 %
Total Profit	579,935.46
Less Permanent Differences	0.00
Less Timing Differences	0.00
Less Exempt Pension Income	0.00
Less Other Non Taxable Income	489,964.48
Less LIC Deductions	0.00
Add SMSF Non Deductible Expenses	1,420.00
Add Other Non Deductible Expenses	0.00
Add Total Franking/Foreign/TFN/FRW Credits	0.00
Less Realised Accounting Capital Gains	0.00
Less Tax Losses Deducted	0.00
Add SMSF Annual Return Rounding	1.02
Taxable Income	91,392.00
Income Tax on Taxable Income or Loss	13,708.80
Profit/(Loss) Available for Allocation	Amount
Total Available Profit	30,628.46
Franking Credits	0.00
TFN Credits	0.00
Foreign Credits	0.00
FRW Credits	0.00
Total	30,628.46
Income Tax Expense Available for Allocation	Amount
Income Tax on Taxable Income or Loss	13,708.80
Deferred Tax	(53.04)
Member Specific Income Tax	(8,901.38)
Total Income Tax Expense Allocation	4,754.38

Final Segment 1 from 27 October 2020 to 30 June 2021

Pool Name Unsegregated Pool

Total Profit	Amount
Income	586,800.21
Less Expense	6,864.75
Total Profit	579,935.46

Create Entries Summary	Amount
Fund Tax Rate	15.00 %
Total Profit	579,935.46
Less Permanent Differences	0.00
Less Timing Differences	0.00
Less Exempt Pension Income	0.00
Less Other Non Taxable Income	489,964.48
Add SMSF Non Deductible Expenses	1,420.00
Add Other Non Deductible Expenses	0.00
Add Total Franking/Foreign/TFN/FRW Credits	0.00
Less Realised Accounting Capital Gains	0.00
Less Tax Losses Deducted	0.00
Add Taxable Income Adjustment	1.02
Taxable Income	91,392.00
Income Tax on Taxable Income or Loss	13,708.80

Member Weighted Balance Summary	Weighting%	Amount
Garth Hollindale(HOLGAR00001A)	59.54	124,767.32
Karen Hollindale(HOLKAR00001A)	40.46	84,783.17

Profit/(Loss) Available for Allocation	Amount
Total Available Profit	30,628.46
Franking Credits	0.00
TFN Credits	0.00
FRW Credits	0.00
Total	30,628.46

Allocation to Members	Weighting%	Amount
Garth Hollindale(HOLGAR00001A)	59.54	18,236.19
Karen Hollindale(HOLKAR00001A)	40.46	12,392.27

Accumulation Weighted Balance Summary	Weighting%	Amount
Garth Hollindale(HOLGAR00001A)	59.54	124,767.32
Karen Hollindale(HOLKAR00001A)	40.46	84,783.17

Income Tax Expense Available for Allocation	Amount
Income Tax on Taxable Income or Loss	13,708.80
Deferred Tax	(53.04)
Member Specific Income Tax	(8,901.38)
Total Income Tax Expense Allocation	4,754.38

Allocation to Members	Weighting%	Amount
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Allocation to Members	Weighting%	Amount
Garth Hollindale(HOLGAR00001A)	59.54	2,830.76
Karen Hollindale(HOLKAR00001A)	40.46	1,923.62

Calculation of daily member weighted balances

Garth Hollindale (HOLGAR00001A)

Member Balance

27/10/2020	50010	Opening Balance	0.00	0.00
21/02/2021	52420	Contributions	1,000.00	526.32
21/02/2021	53800	Contributions Tax	(150.00)	(78.95)
24/02/2021	52420	Contributions	495.00	254.51
24/02/2021	53800	Contributions Tax	(74.25)	(38.18)
11/03/2021	52850	Transfers In	230,000.00	104,291.50
28/03/2021	52420	Contributions	24,000.00	9,230.77
28/03/2021	53800	Contributions Tax	(3,600.00)	(1,384.62)
03/05/2021	52420	Contributions	6,743.40	1,610.77
03/05/2021	53800	Contributions Tax	(1,011.51)	(241.62)
18/05/2021	52850	Transfers In	49,000.00	8,728.74
09/06/2021	52420	Contributions	20,902.48	1,861.76
30/06/2021	52420	Contributions	1,562.00	6.32
Total Amount (Weighted)				124,767.32

Karen Hollindale (HOLKAR00001A)

Member Balance

27/10/2020	50010	Opening Balance	0.00	0.00
02/03/2021	52850	Transfers In	140,000.00	68,583.00
03/05/2021	52420	Contributions	24,756.60	5,913.52
03/05/2021	53800	Contributions Tax	(3,713.49)	(887.03)
06/05/2021	52850	Transfers In	48,500.00	10,995.95
09/06/2021	52420	Contributions	2,347.52	209.09
09/06/2021	53800	Contributions Tax	(352.13)	(31.36)
Total Amount (Weighted)				84,783.17

Calculation of Net Capital Gains

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

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

Foreign Tax Offset Calculations

Segment 27 October 2020 to 30 June 2021

Claimable FTO - Unsegregated Pool 0.00

Claimable FTO 0.00

Total Claimable Foreign Credits for the Year 0.00

Foreign Tax Offset (Label C1) 0.00

Applied/Claimed FTO 0.00

Allocations of Foreign Tax Offset to Members

Garth Hollindale(HOLGAR00001A) - 100.00 % 0.00

Karen Hollindale(HOLKAR00001A) - 0.00 % 0.00

Total Foreign Tax Offset Allocated to Members 0.00

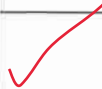


REGISTER OF UNITHOLDERS

HILL STREET PROPERTY TRUST

Name: KGHollindale Superannuation Pty Ltd ACN 645 425 092 atf KGHollindale Superannuation Fund
Address:

Folio No

Date	Allotment	Transfer or Allotment No.	Certificate No.	No. of Units Acquired	No. of Units Disposed	Balance of Units Held	Unpaid Paid in
	25		1	25		25	
22/06/2021			3	169,975		170,000	

Eddy Lee

From: Garth Holindale <garth@hmarchitecture.com.au>
Sent: 15 July 2021 1:53 PM
To: Eddy Lee
Cc: Garth Holindale; Stuart Arthur; Karen Hollindale
Subject: Re: KGHOLLINDALE SUPER FUND - 2021 tax queries
Attachments: PastedGraphic-1.tiff; CSVData.csv; Statement20210630.pdf; Statement20201231.pdf; Statement20210331.pdf; 3_14-18 Discovery Drive Signed Contract - HSF.pdf; Hollindale RBS May 21.pdf; Hollindale RBS March 21.pdf

Importance: High

Hi Eddy

Please see attached.

1. Bank Statements for the SMSF in PDF + CSV
2. Rollover Benefits Statements from SunSuper. I see the first Rollover statement from Qsuper was posted directly to Heron. Can you check to see if the May one was also received?
3. Signed contract for 3/14-18 Discovery Drive.
4. Seeking a response to this one from our accountant for the property trust. My understanding is that it is still 25, just the value of the unit changes.
5. We can confirm no distribution paid in 2021 FY (the property didn't settle until the 28th of June) ✓

Garth Hollindale
HMArchitecture
Director

m) 0400 033 646
e) garth@hmarchitecture.com.au
w) www.hmarchitecture.com.au

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On 15 Jul 2021, at 8:23 am, Eddy Lee <eddy@herronaccountants.com.au> wrote:

Hi Garth and Karen, I hope you are well.

RE: KGHOLLINDALE SUPER FUND

We are planning to start 2021 tax work for the abovementioned entity and in order to commence the tax work along with 2021 June BAS could you please provide the following information?

1. CBA 1044 7679: Please provide 'bank transaction lists' from Opening Date to 30/06/2021. (NB – online banking transaction list is sufficient as long as it shows account name, acc number and the balance as at 30/06/2021)
2. Rollover Benefits Statement: Please provide copies of rollover benefits statements for:

Deposit Date	Amount	
11/03/2021	\$230,000	GH – SunSuper
06/05/2021	\$48,500	KH – Qsuper
18/05/2021	\$49,000	GH – SunSuper



CGW
STRUCTURES

TRUST DEED

HILL STREET PROPERTY TRUST

CGW STRUCTURES

Level 21, 400 George Street
Brisbane Qld 4000 Australia

T 61 7 3231 2955

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1020352

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DEED OF TRUST

PARTIES

Trustee	SHARON THERESE DALTON AND KAREN PETA HOLLINDALE
Original Unitholders	KGHOLLINDALE SUPERANNUATION PTY LTD ACN 645 425 092 as trustee for KGHollindale Superannuation Fund EA WILKES & ST DALTON PTY LTD ACN 649 465 216 as trustee for LAST Superfund

BACKGROUND

- A. The parties want to establish the Trust specified in Item 3 of the Schedule.
- B. The Original Unitholders have agreed to subscribe for the Units specified in Item 2 of the Schedule.

OPERATIVE PART

1. DECLARATION OF TRUST

The Trustee declares it will hold the Fund and income derived from the Fund on the trusts and subject to the provisions of this deed.

2. DEFINITIONS AND INTERPRETATION

Definitions

- 2.1 The meanings of the terms used in this deed are set out below.

Term	Meaning
Acceptance Notice	a notice given by Continuing Unitholders that they want to exercise their option to purchase Units covered by a Transfer Notice
Accounting Standards	any requirements the Trustee is required to comply with in the preparation of its financial statements such as the Australian Accounting Standards (including Australian equivalents to International Financial Reporting Standards), other authoritative pronouncements of the Australian Accounting Standards Board, Corporations Act requirements and other applicable accepted accounting principles
Associate	the same meaning as 'associate' in the <i>Income Tax Assessment Act 1997</i> (Cth)



Term	Meaning
Capacity	the same meaning as in the <i>Powers of Attorney Act 1998</i> (Qld)
Continuing Unitholder	where a Transferor has given a Transfer Notice, means all Unitholders other than the Transferor
Control	the same meaning as in section 50AA of the Corporations Act
Corporations Act	the <i>Corporations Act 2001</i> (Cth)
deal with	in relation to Units means to do any of the following: <ul style="list-style-type: none"> (a) agree to sell or transfer the Units (b) grant anyone an option to acquire the Units or make an offer to sell or transfer the Units (c) create a Relevant Interest in Units (d) mortgage or charge the Units in any way (e) sign a transfer of the Units
Distribute	in relation to any distribution of or dealing with Net Income or capital means to pay, advance, transfer, apply or set aside that Net Income or capital
Eligible Persons	<ul style="list-style-type: none"> (a) the Original Unitholders and any other person who is a Unitholder (b) anyone else approved by an Ordinary Resolution of Unitholders
Entity	a person or corporation whether acting in their own right or as trustee
Fixed Entitlement	in relation to any interest in Net Income or capital has the same meaning as in Division 272 in Schedule 2F to the <i>Income Tax Assessment Act 1936</i> (Cth)
Fund	<ul style="list-style-type: none"> (a) the application money (b) all amounts paid by any person for or in respect of Units (c) all other property held by the Trustee as trustee of the Trust excluding any Net Income derived from that property
Impaired Capacity	in relation to: <ul style="list-style-type: none"> (a) a Unitholder, means they do not have Capacity to exercise the rights attaching to their Units

Term	Meaning
	(b) a Trustee who is an individual, means they do not have Capacity to carry out their responsibilities as a trustee
Net Income	the amount determined in accordance with section 95 of the <i>Income Tax Assessment Act 1936</i> (Cth) excluding any Notional Amounts unless the Trustee declares that the Net Income for a period will be determined in some other way
Notional Amounts	any amount included under section 95 of the <i>Income Tax Assessment Act 1936</i> (Cth) but which is not actually paid or payable to the Trustee (for example, an amount included pursuant to section 207-20(1) of the <i>Income Tax Assessment Act 1997</i> (Cth))
Ordinary Resolution	a resolution that has been passed by Unitholders who together hold more than 50% of the Units held by Unitholders in attendance at a Unitholders' meeting
Perpetuity Date	the date determined in accordance with clause 30
Redemption Notice	a notice given by a Unitholder requesting the Trustee to redeem Units
Redemption Price	the price payable for Units redeemed by the Trustee
Register	the Register of Unitholders
Relevant Interest	the same meaning as 'relevant interest' in the Corporations Act
Restricted Application	an application to a Court for an order for any of the following: <ul style="list-style-type: none"> (a) to wind up the Trustee (b) pursuant to Part 2F.1 of the Corporations Act in relation to the Trustee (c) to appoint a receiver to the Trustee or Trust (d) to wind up the Trust
Special Resolution	a resolution that has been passed by Unitholders who together hold not less than 75% of the issued Units held by Unitholders in attendance at a Unitholders' meeting
Statutory Income	where the Trustee is required to prepare the financial accounts for the Trust in accordance with Accounting Standards, means net income determined in accordance with those Accounting Standards
Tax Acts	the <i>Income Tax Assessment Act 1936</i> (Cth) and the <i>Income Tax Assessment Act 1997</i> (Cth) or either of them as appropriate

Term	Meaning
Transfer Notice	a notice given by a Unitholder to the Trustee under clause 7.3 advising they want to sell Units
Transferor	a Unitholder who gives a Transfer Notice
Trust	the trust fund constituted by this deed to be known by the name specified in Item 3 of the Schedule
Trustee	the Trustee and any other trustee appointed under the provision of this deed
Units	the units created by or issued pursuant to this deed
Unitholders	everyone who is for the time being registered as the holder of Units
year	except for the purpose of the definition of Perpetuity Date means each period of 12 months ending on the 30th day of June or such other period as may be determined by the Trustee. The period from the date of this deed until the next succeeding 30 June and the period from 1 July immediately before the Perpetuity Date and ending on the Perpetuity Date are deemed to be a year for the purposes of this deed

Construction

2.2 In this deed:

- (a) words in the singular include the plural and vice versa;
- (b) words indicating any gender indicate the appropriate gender;
- (c) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (d) a reference to a person is to be construed as a reference to an individual, body corporate, unincorporated association, partnership, joint venture or government body;
- (e) references to any document (including this deed) include references to the document as amended, consolidated, supplemented, novated or replaced;
- (f) a reference to a statute includes a reference to all enactments amending or consolidating the statute and to an enactment substituted for the statute and any subordinate legislation, including regulations;
- (g) monetary references are references to Australian currency;
- (h) any Schedules or Annexures form part of this deed;
- (i) a reference to an Item is a reference to an Item in the Schedule to this deed;
- (j) headings are included for convenience only and do not affect interpretation of this deed; and

- (k) no provision will be construed adversely to a party solely on the grounds that the party was responsible for the preparation of this deed or that provision.

3. UNITHOLDERS HAVE FIXED ENTITLEMENT

- 3.1 The beneficial interest in the Fund will be divided into and comprise Units.
- 3.2 The holders of Units will have a Fixed Entitlement to Net Income and the Fund in the proportion that the Units registered in their names bears to the total number of Units on issue.
- 3.3 Each Unit entitles the Unitholder in common with the other Unitholders to a Fixed Entitlement in the whole Fund but will not entitle the Unitholder to any particular property that forms part of the Fund and, except as provided in this deed, no Unitholder will be entitled to call for the transfer of any assets of the Fund.
- 3.4 The beneficial interest in the Fund constituted by the payment of the application money by the Original Unitholders will be divided into the number of Units specified in Item 2 of the Schedule.

4. TRUSTEE MAY ISSUE ADDITIONAL UNITS

- 4.1 The Trustee may at any time issue additional Units to Unitholders provided that, unless all Unitholders agree:
- (a) the Units are issued at the value determined in accordance with this deed as at the date of the issue; and
 - (b) the Units are issued to existing Unitholders pro rata to their existing unitholding.
- 4.2 If the Trustee wants to issue additional Units, the Trustee must give notice to all Unitholders specifying:
- (a) the number of Units each Unitholder is entitled to;
 - (b) the price of the Units; and
 - (c) a reasonable time (being not less than 21 days) for the recipient to apply and pay any application money.

5. REDEMPTION OF UNITS

- 5.1 Any Unitholder may give notice in writing to the Trustee requesting that the Trustee redeem all or some of their Units. The notice will be irrevocable for a period of 60 days (subject to clause 5.2).
- 5.2 Unless all Unitholders agree otherwise, the price payable for the Units will be the value of the Units at the date of the redemption determined in accordance with clause 9.
- 5.3 The Trustee may agree to redeem the Units within 60 days of the date of the Redemption Notice (or at any later time if the Redemption Notice has not previously been revoked) for the Redemption Price determined in accordance with this clause 5.
- 5.4 The Redemption Price must be paid within 60 days of the Trustee giving notice to the Unitholder of its intention to redeem the Units provided that the Trustee may deduct any monies or expenses owing by the Unitholder to the Trustee on any account (including under this clause 5).



6. REGISTRATION PROCEDURES

- 6.1 The Trustee must keep a Register of Unitholders containing all details considered necessary by the Trustee.
- 6.2 Applications for Units must be in writing.
- 6.3 Changes in address of a Unitholder must be notified to the Trustee.
- 6.4 The person entered in the Register as the Unitholder will be the only person recognised by the Trustee as entitled to the Units registered in their name or to exercise the rights and privileges of the registered holder.
- 6.5 The Trustee will issue a unit certificate for all Units issued in the Trust, which will be generally in accordance with the template certificate attached as Annexure A.
- 6.6 The Trustee is not bound by or compelled in any way to recognise (even when having notice) any equitable interest in any Unit. Units held by a Unitholder as the trustee of a particular trust may be identified in the Register as being held on trust.
- 6.7 If any unit certificate is lost or damaged the Trustee may issue a replacement unit certificate.

7. TRANSFER OF UNITS

- 7.1 Unless all other Unitholders agree, a Unitholder who wants to transfer their Units must comply with the provisions of this clause 7.
- 7.2 Every transfer must be signed by both the Transferor and the transferee and the Transferor is deemed to remain the holder of the Units until the name of the transferee is entered in the Register as the holder of the Units.
- 7.3 If any Unitholder wants to sell or dispose of any Units, they must give a Transfer Notice to the Trustee and the Continuing Unitholders specifying particulars of the relevant Units.
- 7.4 The sale price for the Units will be the value of the Units determined in accordance with this deed, unless all Unitholders agree otherwise, provided that if a valuation of the Fund has been carried out within three months preceding the date of the Transfer Notice, that valuation may be used by the Trustee.
- 7.5 A Transfer Notice will be irrevocable for 90 days.
- 7.6 Within 30 days of receipt of the Transfer Notice any Continuing Unitholder may give an Acceptance Notice to the Trustee specifying the number of Units they are prepared to purchase.
- 7.7 If the Trustee receives Acceptance Notices in respect of more Units than the total number available, the number available will be apportioned between the accepting Unitholders in the same proportions as the number of Units they each held at the date of the Transfer Notice bears to the aggregate number of Units held at the date of the Transfer Notice by all Unitholders who have given Acceptance Notices.
- 7.8 If the Trustee does not receive Acceptance Notices in respect of all the Units specified in the Transfer Notice, the Trustee may redeem any balance Units on the completion date at the same price as would have been payable had it received Acceptance Notices for those Units.



- 7.9 By delivering an Acceptance Notice each Unitholder will be deemed to have agreed to purchase the number of Units specified in the Acceptance Notice (or the lesser number determined in accordance with clause 7.7).
- 7.10 The purchase price will be payable on the completion date, which will be 60 days after the date of the Transfer Notice or the date 14 days after the purchase price has been determined and notified to the Unitholders by the Trustee, whichever is later.
- 7.11 On or before the completion date:
- (a) the Transferor must deliver a signed transfer of the Units to the Trustee; and
 - (b) each accepting Unitholder must pay the purchase price for their Units to the Trustee.
- If the Transferor fails to deliver signed transfers and the other declarations and forms required the Trustee may sign all necessary documents on behalf of the Transferor.
- 7.12 The Trustee must account to the Transferor for the purchase money received by the Trustee provided that the Trustee may deduct any amounts owing by the Transferor to the Trustee on any account.
- 7.13 The Transferor and the accepting Unitholders must pay their own costs of and incidental to the transfers, apart from duty assessed on the transfers, which will be paid by the person to whom the Units are transferred.
- 7.14 If all the Units specified in the Transfer Notice are not sold or redeemed in accordance with this clause, the Transferor;
- (a) is not required to transfer or consent to the redemption of any of those Units (although it may still do so); and
 - (b) may sell or dispose of all of those Units (or remaining Units) at any time within six months of the date of the Transfer Notice to any person on the same terms and conditions as are specified in the Transfer Notice but not otherwise.

8. TRANSMISSION OF UNITS

- 8.1 On the death of a Unitholder the survivors, where the deceased was a joint holder, and the legal personal representatives of the deceased in all other cases will be the only persons recognised as having any title to the Units.
- 8.2 Any person becoming entitled to Units in consequence of the death, lunacy, liquidation or bankruptcy of any Unitholder (personal representative) may elect either to be registered as the holder of the Units or may nominate an Eligible Person to be registered as the holder.
- 8.3 If the personal representative elects to be registered and is not an Eligible Person, the entitlement to registration is limited to the purpose of effecting a transfer or redemption of the Units.
- 8.4 If a personal representative who is not an Eligible Person has not effected a transfer or redemption within two months of registration, the personal representative is deemed to have delivered a Transfer Notice to the Trustee pursuant to clause 7 without nominating any price.

9. VALUATION

- 9.1 The Trustee may at any time, and must if required under this deed or requested by an Ordinary Resolution of the Unitholders, cause a valuation of the Fund to be made by an independent accountant.
- 9.2 If the Trustee fails to appoint an accountant within a reasonable time of being required to do so, any Unitholder may request the person acting for the time being as the President of the Queensland Law Society to nominate an accountant.
- 9.3 The value of a Unit will be determined by dividing the net value of the Fund by the number of Units issued at the date of valuation.
- 9.4 Before the Trustee obtains a valuation it must give notice to all Unitholders of the accountant appointed and, within a reasonable time of receiving the valuation, the Trustee must provide a copy to the Unitholders.
- 9.5 Whenever a valuation is carried out, any Unitholder may make submissions to the independent accountant but the valuer or expert is not obliged to seek any submissions or to delay the valuation pending receipt of submissions.
- 9.6 When determining the value of the Units, the accountant must determine the value of Units on the basis of the net asset value of the Trust according to applicable Australian accounting principles.
- 9.7 The decision of any accountant appointed to value the Fund and Units will be final and binding on the parties and the fees and expenses charged by the accountant will be deemed to be an expense of the Trust, incurred immediately before the effective date of the valuation.

10. COLLECTION AND HANDLING OF INCOME

The Trustee must collect all revenue from the investments and activities of the Fund.

11. DISTRIBUTION OF NET INCOME

- 11.1 The Trustee will determine the Net Income for each year.
- 11.2 The Trustee must Distribute the Net Income for each year to the persons registered as the holders of Units on the last day of the relevant year in proportion to the Units held by them.
- 11.3 The Trustee may make interim Distributions of Net Income to the Unitholders prior to the end of a year, which will be in proportion to the Units held by them at the date of the Distribution.
- 11.4 In determining the Net Income or making any determination to Distribute Net Income or capital of the Fund, the Trustee may:
- (a) identify an amount by reference to its character or description in the Tax Acts;
 - (b) account separately for that amount; and
 - (c) make a determination to pay, apply, transfer or set aside in respect of the whole or part of that amount.
- 11.5 In determining the Net Income or making any determination to Distribute Net Income, the Trustee may determine that:



- (a) the Net Income for any year is the gross income of the Fund and that any expenses of the Fund in that year should be paid out of the Fund; or
 - (b) only some of the expenses of the Fund should be deducted from the gross income for the purpose of determining Net Income and that the balance of the Fund expenses in that year will be paid out of the Fund; or
 - (c) certain expenses will be debited against specific revenue receipts rather than proportionally against all revenues.
- 11.6 If the Trustee makes a determination under clause 11.5, the Trustee may make a determination to Distribute in respect of the whole or part of the gross income even though the Trustee incurred expenses in connection with its derivation.
- 11.7 Any amount distributed to or held for a Unitholder in accordance with this clause 11 will not form part of the Fund, but will be held for the Unitholder absolutely and must be paid to the Unitholder immediately on demand. Pending payment the Trustee has power to deal with the amount in the manner provided for in this deed in relation to the Fund and the Net Income.

12. PERIOD OF TRUST AND TERMINATION OF TRUST

- 12.1 This Trust will terminate and vest on the Perpetuity Date.
- 12.2 When the Trust terminates, the Trustee must realise the Fund, and divide the net proceeds among the Unitholders in proportion to the Units held by them at the Perpetuity Date.
- 12.3 The Trustee may at the request of any Unitholder transfer any assets of the Fund in specie in satisfaction or part satisfaction of the entitlement of that Unitholder.
- 12.4 The Trustee may postpone the realisation of any part of the capital of the Fund for any period it considers appropriate.

13. INTERIM DISTRIBUTIONS OF CAPITAL

- 13.1 The Trustee may at any time Distribute part of the capital of the Fund to Unitholders in proportion to the Units registered in their names at the date of the Distribution.
- 13.2 An interim distribution of capital may be made from and debited against a revaluation reserve.

14. INVESTMENT POWERS OF TRUSTEE

- 14.1 The Trustee may invest the Fund in any one or more of the following investments, property or transactions:
- (a) the purchase, leasing or other acquisition of any real property and erecting buildings, making improvements or developing, improving or otherwise exploiting the same;
 - (b) units, sub-units or other interests in any unit trust or similar undertaking or scheme;
 - (c) investments in which Trustees are authorised by the law of any state or territory of Australia to invest trust funds;
 - (d) shares, notes or debentures or other securities of any Entity carrying on business in Australia or elsewhere whether there is a liability in respect of any the investments and in governmental and semi-governmental securities;

- (e) deposits at call or for return with any bank, financial institution, company or person on any terms and conditions as the Trustee may decide;
- (f) the purchase of or carrying on any business; and
- (g) dealing in any way with property including:
 - (i) the purchase, leasing, hiring or other acquisition of any personal property and any interest in that property;
 - (ii) entering into any contract for the sale or purchase of any property (whether real or personal) including statutory licences;
 - (iii) taking or granting of options, entitlements or rights; and
 - (iv) acquiring or investing in other choses in action.

14.2 The Trustee does not have any power or authority to enter into any contract that would bind or render liable the Unitholders personally or call upon them for any payment other than the amounts required to be paid on or in respect of the Units issued to them.

15. GENERAL POWERS OF TRUSTEE

15.1 Subject to clause 16.1, the powers of the Trustee include the following powers:

- (a) notwithstanding section 32(e) of the *Trusts Act 1973* (Qld) or any similar legislation in other jurisdictions where the Trustee owns property, to grant a lease or sublease of land or buildings for any term, including a term of more than 21 years provided the term does not extend 21 years beyond the Perpetuity Date;
- (b) to accept surrenders of leases and to compromise with lessees and others;
- (c) to institute, prosecute, compromise and defend legal proceedings;
- (d) to insure assets of the Fund;
- (e) to acquire and accept any property notwithstanding it is owned by the Trustee or the trustees of some other fund, and to invest and lend moneys of the Fund in conjunction with moneys from other funds and trusts;
- (f) to sell, mortgage, grant options over or otherwise deal with any assets of the Fund;
- (g) to exercise voting rights attaching to any shares or securities held by the Trustee;
- (h) to build, demolish, repair or improve any property;
- (i) to lend money from the Fund to any person with or without taking security upon terms the Trustee decides, including on the security of a second or subsequent mortgage;
- (j) generally to manage the investments of the Fund;
- (k) to carry on any business either alone or with others;
- (l) to give any guarantee or indemnity either alone or with others for the payment of money or the performance of any contract, liability, obligation or guarantee incurred or entered into by anyone else and to guarantee or indemnify (either alone or jointly or with anyone

else), to become liable for the payment of money or for the performance of any obligations by anyone else, and for the purpose of securing the payment of any moneys or the performance of any obligations for which the Trustee may become liable under any guarantee or indemnity to mortgage, encumber, pledge or charge the Fund or any part of it;

- (m) to apply for, and acquire any intellectual property or rights in intellectual property and to use, exercise, develop or grant licences in respect of or otherwise turn to account intellectual property rights;
- (n) to enter into partnership or any arrangement for sharing of profits;
- (o) to acquire shares, debentures or other securities, units in any unit trust or beneficial interests under any trust;
- (p) to enter into any arrangement with the Commonwealth of Australia, the government of any state of Australia or any other government or semi-government body or authority that would be of advantage to the Fund and in particular that may provide a grant, subsidy or other benefit;
- (q) to determine in the absolute and uncontrolled discretion of the Trustee:
 - (i) whether any expenses or outgoings should be paid out of capital or Net Income;
 - (ii) whether any money or property received or paid (or deemed to be received or paid), including Distributions to or among Unitholders, are received or paid on account of capital or Net Income and in what proportions; and
 - (iii) all matters as to which any question may arise under or in relation to the construction or the execution of the trusts of this deed;
- (r) to purchase, take on lease or in exchange, hire and otherwise acquire any real and personal property and any rights or privileges the Trustee considers appropriate;
- (s) to borrow or raise or secure the payment of money for any purpose in relation to the Fund and no lender need enquire into the necessity or the application of the money borrowed;
- (t) to open and operate accounts with banks and other financial institutions including joint and partnership accounts and accounts where the Trustee may be operating the account as trustee of more than one trust fund and to sign, make, draw, execute, endorse, discount, hypothecate or otherwise negotiate cheques, bills of exchange, promissory notes, drafts and orders for the payment of money in any manner the Trustee thinks fit, and to authorise other persons to operate on any account and sign, draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments;
- (u) to authorise other persons to operate on any account and sign, draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments;
- (v) to sell or dispose of the Trust assets on any terms the Trustee considers appropriate;
- (w) to take or hold mortgages, liens and charges to secure payment of any money due to the Trustee;
- (x) to exercise the powers of the Trustee anywhere in the world as principal, agent, contractor, or trustee through trustees or agents or otherwise;

- (y) to take and act upon the opinion of a legal practitioner without being liable to any of the persons beneficially interested in respect of any act done by the Trustee in accordance with the opinion;
 - (z) to permit any asset of the Fund to be held or registered in the name of a nominee;
 - (aa) to grant security over and to charge, mortgage or pledge any property of the Fund for the payment of any moneys payable by the Trustee or as security for the performance of contracts or obligations by the Trustee with or without interest and no lender need enquire into the necessity for any borrowing or to the application of the money borrowed;
 - (bb) to revalue assets of the Fund, in which case the increase in the value of assets arising from the revaluation will be an accretion and form part of the capital of the Fund unless the Trustee determines that the increase in the value of the assets should be included in Net Income;
 - (cc) to enter into any agreement, instrument or transaction that is, or that evidences, a derivatives transaction that is an interest rate swap transaction, basic swap, forward rate transaction, commodity swap, interest rate option, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, current option or any other similar transaction or any combination of these transactions;
- 15.2 When exercising any of its powers the Trustee may enter into any contract or arrangement (including any loan, guarantee or indemnity) with and on behalf of the Trustee and any Associate of the Trustee.
- 15.3 No contract or arrangement referred to in clause 15.2 can be avoided nor is any Trustee or any Associate of the Trustee liable to account to the Trust by reason of the fiduciary relationship of the Trustee for any profit or other benefit derived by such person or for any loss suffered by the Trust as the result of any contract or arrangement mentioned in clause 15.2.
- 15.4 No mortgagee or other person advancing money or taking any mortgage or charge over property of the Trust need be concerned to see that the money is needed or that no more than is needed is borrowed and is not under any obligation to inquire as to the purpose for which the money is borrowed or for which the mortgage or charge is given or to see to the application of the money.
- 15.5 The powers conferred upon the Trustee by this deed will be construed as widely as possible and are in addition to any powers conferred upon the Trustee by any rule of law, equity or statute (including the *Trusts Act 1973 (Qld)*) and are not limited or restricted in any way.
- 15.6 The Trustee or any officer or employee of the Trustee may act as director or other officer of any company or other institution in which any of the property forming part of the Fund is invested and to receive and retain for its own use any remuneration or other payment received from that company or institution.
- 15.7 Subject to any contrary provisions in the document, the Trustee may (but is not required to) recoup any losses incurred by the Trustee out of Net Income and not out of the Fund.
- 15.8 The Trustee may appoint anyone to act as the manager in respect of the Fund (**Manager**) in which case:
- (a) the Manager will assume responsibility for the management and administration of the Trust;
 - (b) the Trustee may delegate to the Manager all necessary powers and discretions to facilitate the management of the Trust;

- (c) the Trustee must make available funds and resources from the Fund as required by the Manager to discharge its obligations; and
- (d) the Manager may be removed by the Trustee, provided that any Manager who is removed will be entitled to an indemnity from the Trustee in respect of liabilities incurred in the proper exercise of the duties of the Manager up to the date of removal.

16. EXERCISE OF TRUSTEE'S POWERS

- 16.1 Despite anything to the contrary in this deed, the Trustee must not, except with the prior approval of a unanimous resolution of Unitholders, exercise any of its powers in a way that would:
- (a) result in the Unitholders ceasing to have Fixed Entitlements in all the Net Income and capital of the Trust; or
 - (b) vary the Fixed Entitlement of any Unitholder in the Net Income or capital of the Trust (except as a consequence of the disposal or redemption of Units).
- 16.2 In exercising any power or discretion, the Trustee:
- (a) is not required to provide any reasons for its decisions;
 - (b) may do all things the Trustee could do if the discretion or power was vested in the Trustee personally;
 - (c) is free from all responsibility and will be fully indemnified out of the Fund and Net Income in respect of any loss arising as a result or as a consequence of the way in which the power or discretion is or is not exercised;
 - (d) may act even though the Trustee or a Unitholder, any Associate of the Trustee or a Unitholder or, if the Trustee or a Unitholder is a corporation, any director or shareholder of the Trustee or a Unitholder may have a direct or indirect interest in the mode or result of exercising the power or discretion or may benefit either directly or indirectly as a result of the exercise of any power or discretion or may have a direct or indirect interest in its capacity as trustee of any other trust estates;
 - (e) may deal with itself in different capacities; and
 - (f) may employ any person on whatever conditions it considers appropriate.
- 16.3 Any determination by the Trustee that the Net Income will be determined in a particular way may be made in respect of a particular year, any longer period that the Trustee considers appropriate or for an indefinite period (for example, until the Trustee determines otherwise).
- 16.4 Any determination to Distribute Net Income or capital of the Fund to the Unitholders may be made:
- (a) prior to the receipt of the proceeds in respect of which the Distribution is being made;
 - (b) in writing signed by the Trustee;
 - (c) by a resolution at a meeting of Trustees or directors or of the Trustee;
 - (d) by a resolution signed by all of the Trustees or directors of a Trustee;

- (e) by crediting an amount for the benefit of a Unitholder in the books of the Fund or declaring the Trustee is indebted to a Unitholder for the relevant amount without the Trustee being required to set aside any money or other property of the Trust Fund to satisfy that distribution; or
 - (f) by making a payment to or for the benefit of a Unitholder.
- 16.5 If the Trustee is required to comply with any Accounting Standards when preparing the financial statements for the Trust, the Trustee may determine that the Net Income under this deed will be different from the Statutory Income.
- 16.6 Despite any provisions to the contrary in this deed, any power or discretion vested in the Trustee or any other person may be exercised by that person (or where the power or discretion is vested in a company, by any director of that company) making an oral declaration in the presence of an independent witness.
- 16.7 Where an oral declaration is made by a director of a company the person must also declare that the power or discretion has been delegated to them.

A statutory declaration sworn by the witness in whose presence the power or discretion is exercised setting out the terms of that oral declaration is conclusive evidence of the valid and effectual exercise of the power or discretion.

17. DELEGATION OF POWERS

- 17.1 Every Trustee that is a corporation may exercise or concur in exercising any discretion or power conferred on the Trustee by this deed or by law by a resolution of its board of directors or governing body or may delegate the power to exercise or concur in exercising any discretion or power to any director or any other person or corporation.
- 17.2 The Trustee may delegate to any person or company any of the Trustee's powers or discretions in its absolute discretion.
- 17.3 The power to delegate includes the power to appoint a delegate as its attorney either in a general or limited capacity.

18. DISCLAIMER OF POWERS

- 18.1 The Trustee may disclaim or relinquish any specific powers conferred on the Trustee under this deed either absolutely or for a specified period.
- 18.2 Any other persons upon whom any power is conferred by this deed may disclaim or relinquish the power either absolutely or for a specified period.
- 18.3 The disclaimer or relinquishment must be effected by a deed or other written instrument.

19. OBLIGATIONS OF UNITHOLDERS

- 19.1 A Unitholder must not:
- (a) deal with their Units except in accordance with the provisions of this deed unless the dealing is approved by a Special Resolution of Unitholders;
 - (b) institute a Restricted Application unless the Unitholder has first given:



- (i) a Redemption Notice; or
- (ii) a Transfer Notice; and

the Continuing Unitholders or Trustee have not purchased or redeemed the Units within six months from the date of the Redemption Notice or Transfer Notice.

- 19.2 A Unitholder that is a corporation or trustee must not, without first obtaining the consent of the Trustee, do or permit anything that is likely to result in a change in the Control of the Unitholder including:
- (a) issue, allot or register the transfer of any shares in the Unitholder;
 - (b) amend the constitution of the Unitholder; or
 - (c) vary or permit the variation of any trust of which the Unitholder is a trustee or consent to any change of unitholders of the trust.

20. TRUSTEE REMUNERATION

The Trustee may charge and be paid out of the Fund or any revenue derived from the Fund any remuneration at the rate the Trustee may in its absolute discretion consider reasonable.

21. LIMITATION OF LIABILITY

- 21.1 A Trustee or an officer of a corporation that is Trustee is not liable for any loss except one attributable to:
- (a) the dishonesty of the Trustee or officer; or
 - (b) the wilful commission of an act known by the Trustee or officer to be a breach of trust.
- 21.2 No Trustee is required to take proceedings against a co-Trustee for any breach of trust.
- 21.3 If a Trustee or an officer of a corporation that is Trustee becomes or is about to become personally liable for the payment of any sum or the performance of any obligation, the Trustee may sign or cause to be sign any mortgage, charge or security over or affecting the whole or any part of the Fund or Net Income by way of indemnity for the Trustee or officer.

22. EXPENSES, CHARGES AND INDEMNITY

- 22.1 The Trustee may retain and pay itself fees, charges and commissions commensurate with those charged by authorised trustee companies (as defined in the Corporations Act).
- 22.2 Any Trustee or any officer of the Trustee is entitled to make the same charges and to receive the same remuneration for all business done in relation to the administration or management of the Trust as the Trustee or officer would have been entitled to receive if it or they had not been a Trustee or officer.
- 22.3 In addition to any indemnity or reimbursement allowed by law or by any other provision of this deed, the Trustee may reimburse itself or pay or discharge out of the Fund and any revenue derived from the Fund all expenses incurred by it in acting or purporting to act as Trustee.

- 22.4 The Trustee's right of indemnity does not extend to, and no Trustee may bring any action against, a Unitholder in respect of any liability of the Trustee that arises or is incurred because the Trustee holds that position.
- 22.5 The Trustee is entitled to be fully indemnified out of the Fund and revenue derived from the Fund for any loss or liability incurred as a result of acting as Trustee.

23. TRUSTEE NEED NOT ACT PERSONALLY

The Trustee is not required to act personally but may engage any contractors, solicitors, accountants, employees or any agents to transact all or any business of the Trust.

24. RETIREMENT AND REMOVAL OF TRUSTEE

- 24.1 A Trustee is removed from office if the Trustee:
- (a) dies;
 - (b) is removed as required by law;
 - (c) suffers from Impaired Capacity;
 - (d) is a person whose estate is liable to be dealt with under the laws relating to mental health; or
 - (e) is removed by the Unitholders by Ordinary Resolution.
- 24.2 The Trustee may retire by giving one month's written notice to the Unitholders.
- 24.3 On the removal or retirement of a Trustee, the Unitholders by Ordinary Resolution may appoint a new Trustee.
- 24.4 The Unitholders may at any time by Ordinary Resolution appoint one or more additional or co-trustees.
- 24.5 On retirement or removal, the outgoing Trustee must vest the Fund or cause it to be vested in the new Trustee, and deliver to the new Trustee all records and other property relating to the Fund.
- 24.6 Where two or more Trustees are appointed as the initial Trustees, a Trustee who resigns or is removed from office is discharged from the Trusts provided there is at least one continuing Trustee.

25. ADMINISTRATION ACCOUNTS AND AUDITS

- 25.1 The Trustee will engage accountants to prepare financial accounts for the Fund.
- 25.2 The financial statements for each financial year must be provided to all Unitholders and will be binding on the Unitholders and the Trustee except for:
- (a) any other manifest error; or
 - (b) any other error that is notified to the Trustee within three months of the financial statements being distributed.

- 25.3 The annual accounts will not be audited unless the Unitholders decide otherwise by an Ordinary Resolution.
- 25.4 Any Unitholder may inspect the books of the Trustee at its office during normal business hours provided the Unitholder gives reasonable notice.

26. MEETINGS OF UNITHOLDERS

- 26.1 The Trustee or the holders of not less than 25 per cent of the Units may convene a meeting of Unitholders.
- 26.2 Unless otherwise agreed by all Unitholders, at least seven days' notice must be given of every meeting.
- 26.3 A person appointed by a majority of the Unitholders present at any meeting will chair the meeting but will not have a casting vote.
- 26.4 At any meeting voting will be by a show of hands unless a poll is demanded by any Unitholder.
- 26.5 Upon a poll every Unitholder present in person or by proxy will have one vote for every Unit held.
- 26.6 The quorum necessary for a meeting will be at least two Unitholders unless there is only one Unitholder, in which case the quorum will be one Unitholder.
- 26.7 Any Unitholder may appoint a proxy to attend and vote at meetings of Unitholders. The appointment must be in writing and must be delivered to the Trustee before the commencement of the meeting.
- 26.8 Any Unitholder that is a corporation may vote by a representative who is authorised in writing.
- 26.9 In the case of joint holders of Units, the vote of the senior joint holder who tenders a vote whether in person or by proxy must be accepted to the exclusion of the votes of the other joint holders. For the purpose of this clause seniority will be determined by the order in which the names are entered in the Register.
- 26.10 Any resolution of the Unitholders signed by the holders of all Units issued at the date of the resolution will have the same effect as a resolution passed at a meeting. The resolution may consist of several documents in like form, each signed by one or more Unitholders.

27. VARIATION

- 27.1 Subject to clause 27.2, the Trustee may amend this deed by written instrument or in any other manner permitted by this deed subject to the approval of a Special Resolution of Unitholders.
- 27.2 The Trustee may not amend this deed in a way that will:
- (a) infringe any law against perpetuities;
 - (b) affect the beneficial entitlement to any amount set aside for any Unitholder before the date of the amendment; or
 - (c) except with the prior approval of a unanimous resolution of Unitholders:
 - (i) result in the Unitholders ceasing to have a Fixed Entitlement in all the Net Income and capital of the Trust; or



- (ii) vary the Fixed Entitlement of any Unitholder in the Net Income or capital of the Trust.

28. PERSONS BOUND

- 28.1 All Unitholders are entitled to the benefit of and will be bound by the terms and conditions of this deed and any variations.
- 28.2 The Trustee may refuse to register any person as the holder of Units in the Trust unless that person has first executed a covenant (in a form acceptable to the Trustee) to be bound by and observe the terms of this deed.

29. TRUSTEES RELATIONSHIP TO UNITHOLDERS

- 29.1 Nothing in this deed will constitute or be deemed to constitute the relationship of principal and agent between the Trustee and the Unitholders nor the relationship of partners as between the Trustee and the Unitholders or as between the Unitholders.
- 29.2 The Trustee is not entitled to any indemnity from a Unitholder and the right of indemnity of the Trustee will be limited to the indemnity out of the Fund.

30. PERPETUITY DATE

- 30.1 The Perpetuity Date is:
 - (a) the 79th anniversary of the date of this deed; or
 - (b) any earlier date the Unitholders determine by Special Resolution,whichever occurs first.
- 30.2 All the Unitholders may make a determination to bring forward the Perpetuity Date at any time and on more than one occasion and, when making that determination may specify a date that is later than a date specified in an earlier determination, but not later than the 79th anniversary of the date of this deed.
- 30.3 Despite anything to the contrary in this deed, all powers and dispositions provided for in this deed that, but for this clause, would or might vest, take effect or be exercisable after the Perpetuity Date will vest, take effect and be exercisable only until the Perpetuity Date.

31. NOTICES

- 31.1 The address for service of the Trustee is its registered office or any other address as is notified to Unitholders.
- 31.2 The address for service of a Unitholder is the Unitholder's address as shown in the Register.
- 31.3 Any notice to be served on the Trustee or a Unitholder under this deed must be delivered or sent by pre-paid mail to the receiving party's address for service or may be transmitted by facsimile where that party has a facsimile service connected at the address for service.
- 31.4 Any notice sent by mail will be deemed to be received on the second working day after the day on which it is posted.

- 31.5 A notice transmitted by facsimile will be deemed to be received on the date of transmission unless the receiving party advises within 24 hours of the transmission that the transmission or any part was incomplete or unreadable.

32. GOVERNING LAW

The construction and interpretation of this deed will be governed by the laws in force in the state or territory named in Item 4 of the Schedule, which is to be the proper law of this deed. The Trustee has the power to declare that the trusts, powers and provisions of this deed will from the date of the declaration take effect in accordance with the law of any other place and that the forum for the administration of the Fund will be the courts of that place.

33. INDEMNITY AGAINST DUTIES

Where the Trustee is requested to exercise any power, discretion or duty and considers that duty or any similar duty may be payable as a consequence, the Trustee may refuse to exercise the power, duty or discretion until the Trustee:

- (a) is satisfied that all duty that may be payable has been paid; or
- (b) receives an appropriate indemnity from any Unitholder or other person from whom it requests an indemnity against all liability in respect of any duty.

34. GENERAL

Counterparts

- 34.1 This deed may be signed in counterparts. Each counterpart will be deemed an original and the counterparts taken together constitute one and the same instrument.
- 34.2 A copy of a counterpart sent by electronic communication (as defined in the in *Electronic Transactions (Queensland) Act 2001 (Qld)*):
- (a) will be deemed an original counterpart;
 - (b) is sufficient evidence of the signing of the original; and
 - (c) may be produced in evidence for all purposes in place of the original.

Severability

- 34.3 If any part of this deed is invalid or unenforceable or would (apart from this clause) result in the Unitholders not having Fixed Entitlements in all the Net Income and capital of the Trust that part will (if possible) be read down to the extent necessary to avoid the invalidity or unenforceability or to ensure the Unitholders have Fixed Entitlements, or alternatively, will be deemed deleted; and this deed will otherwise remain in full force.

Joint and several

- 34.4 An obligation of two or more persons under this deed binds them jointly and severally and every expressed or implied agreement or undertaking by which two or more persons derive any benefit in terms of this deed will take effect for the benefit of those persons jointly and severally.



Waiver

34.5 The failure of a party to this deed to enforce a provision or the granting of any time or indulgence will not be construed as a waiver of the provision nor of a waiver of the right of the party at a later time to enforce the provision.

Reference to a party


34.6 Any reference to a party in this deed includes, and any obligation or benefit under this deed will bind or take effect for the benefit of, that party's executors, administrators, successors in title and assigns.

SCHEDULE

Item 1 Trustee

Sharon Therese Dalton and Karen Peta Hollindale

Item 2 Original Unitholder(s)

Original Unitholder	Units Subscribed	Application Money	
KGHollindale Superannuation Pty Ltd ACN 645 425 092 as Trustee for KGHollindale Superannuation Fund	25	\$25.00	
EA Wilkes & ST Dalton Pty Ltd ACN 649 465 216 as Trustee for LAST Superfund	75	\$75.00	

Item 3 Name of Trust

Hill Street Property Trust

Item 4 State or Territory:

Queensland



ANNEXURE A

**HILL STREET PROPERTY TRUST
UNIT CERTIFICATE**

The Unitholder specified below is the registered holder of # ordinary units in the Trust subject to the terms of the Trust deed.

The units were recorded in the register of unitholders on the date of this certificate

Details of Unitholder

Name:

Address:

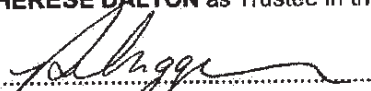
Signed for and on behalf of the Trustee by

.....

This Certificate must be delivered to the Trustee on application to transfer any of the units comprised herein.

SIGNED AS A DEED on the date the last party signed this document

SIGNED SEALED AND DELIVERED by SHARON)
THERESE DALTON as Trustee in the presence of:)


Witness (not a party to this deed)


SHARON THERESE DALTON

Rachael Jane Duggan
Name of Witness

28th April 2021
Date

SIGNED SEALED AND DELIVERED by KAREN)
PETA HOLLINDALE as Trustee in the presence of:)


Witness (not a party to this deed)



KAREN PETA HOLLINDALE

Samantha Jones
Name of Witness

29 April 2021
Date

SIGNED SEALED AND DELIVERED by)
KGHOLLINDALE SUPERANNUATION PTY LTD)
ACN 645 425 092 as Trustee for KGHollindale)
Superannuation Fund as Unitholder in accordance)
with section 127(1) of the Corporations Act by two)
directors:

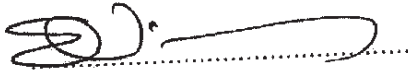

Director
GARTH MICHAEL HOLLINDALE


Director
KAREN PETA HOLLINDALE


29th April 2021
Date

29/4/21
Date

SIGNED SEALED AND DELIVERED by EA
WILKES & ST DALTON PTY LTD ACN 649 465)
216 as Trustee for LAST Superfund as Unitholder)
in accordance with section 127(1) of the)
Corporations Act by two directors:)


.....
Director
ELIZABETH ANNE WILKES

28/4/2021
.....
Date


.....
Director
SHARON THERESE DALTON

28/4/2021
.....
Date

DMH10248793 3466-3081-2692v1

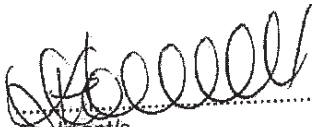
HILL STREET PROPERTY TRUST

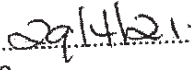
APPLICATION FOR UNITS

To SHARON THERESE DALTON and KAREN PETA HOLLINDALE, the Trustee of HILL STREET PROPERTY TRUST

KGHOLLINDALE SUPERANNUATION PTY LTD ACN 645 425 092 as trustee for KGHOLLINDALE SUPERANNUATION FUND hereby applies for 25 units in the Trust and agrees to pay the sum of \$25.00 upon receipt of demand for payment.

The Company indemnifies you and all unitholders, present and future, against any liability for stamp duty or other duty, tax or imposition which might be assessed or imposed upon you or them in relation to the issue of the units.


.....
Applicant/s


.....
Date
DMH10248793 3466-3081-2692v1

**HILL STREET PROPERTY TRUST
UNIT CERTIFICATE**

(Constituted by Trust Deed dated 2021).

The Unitholder specified below is the registered holder of units in the Trust set out below subject to the terms of the Trust Deed constituting the Trust.

The units were recorded in the register of unitholders on the date of this certificate

Details of Unitholder

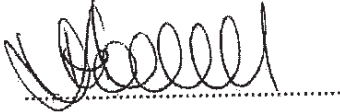
Name: **KGHOLLINDALE SUPERANNUATION PTY LTD ACN 645 425 092 AS
TRUSTEE FOR KGHOLLINDALE SUPERANNUATION FUND**

Address:

Details of Units

Register Folio No.	No. of Units Held	Class	Paid To	Certificate Number
1	25	Ordinary	\$1.00	1

Signed for and on behalf of the Trustee by



This Certificate must be delivered to the Trustee on application to transfer any of the units comprised herein.

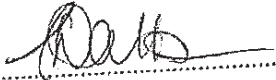
HILL STREET PROPERTY TRUST

APPLICATION FOR UNITS

To SHARON THERESE DALTON and KAREN PETA HOLLINDALE, the Trustee of HILL STREET PROPERTY TRUST

EA WILKES & ST DALTON PTY LTD ACN 649 465 216 as trustee for LAST SUPERFUND hereby applies for 75 units in the Trust and agrees to pay the sum of \$75.00 upon receipt of demand for payment.

The Company indemnifies you and all unitholders, present and future, against any liability for stamp duty or other duty, tax or imposition which might be assessed or imposed upon you or them in relation to the issue of the units.



.....
Applicant/s

28/4/21

.....
Date

DMH10248793 3466-3081-2692v1

HILL STREET PROPERTY TRUST

UNIT CERTIFICATE

(Constituted by Trust Deed dated 2021).

The Unitholder specified below is the registered holder of units in the Trust set out below subject to the terms of the Trust Deed constituting the Trust.

The units were recorded in the register of unitholders on the date of this certificate

Details of Unitholder

Name: **EA WILKES & ST DALTON PTY LTD ACN 649 465 216 AS TRUSTEE FOR LAST SUPERFUND**

Address:

Details of Units

Register Folio No.	No. of Units Held	Class	Paid To	Certificate Number
2	75	Ordinary	\$1.00	2

Signed for and on behalf of the Trustee by



This Certificate must be delivered to the Trustee on application to transfer any of the units comprised herein.

REGISTER OF UNITHOLDERS
HILL STREET PROPERTY TRUST

Name: **KGHollindale Superannuation Pty Ltd ACN 645 425 092 atf KGHollindale Superannuation Fund** Folio No

Address:

Date	Allotment	Transfer or Allotment No.	Certificate No.	No. of Units Acquired	No. of Units Disposed	Balance of Units Held	Unpaid Paid in
	25		1	25		25	

APPLICATION AND ALLOTMENT JOURNAL

HILL STREET PROPERTY TRUST

Date	Name	Number Applied	Number Allotted	Initial Units	Balance Due	Certificate No.	Register Folio No.
	KGHollindale Superannuation Pty Ltd ACN 645 425 092 atf KGHollindale Superannuation Fund	25	25	25	\$25.00	1	
	EA Wilkes & ST Dalton Pty Ltd ACN 649 465 216 atf LAST Superfund	75	75	75	\$75.00	2	

SETTLEMENT STATEMENT

Matter No: CON21/0072
Re: Purchase from

Settlement Date: 6 April, 2021
Adjustment Date: 6 April, 2021
Contract Date: 19 February, 2021
Settlement Place: PEXA
Settlement Time:

Contract Price	\$370,000.00
Less Deposit	<u>15,000.00</u>
	\$355,000.00
Less Rates (for 1/04/2021 to 30/06/2021)	
<u>\$564.55 x 6 days</u>	
91 days	<u>37.22</u>
	\$354,962.78
Plus Administrative Fund Levy (for 1/04/2021 to 30/06/2021)	
<u>\$1,390.28 x 85 days</u>	
91 days	<u>1,298.61</u>
	\$356,261.39
Plus Insurance (for 1/04/2021 to 30/06/2021)	
<u>\$103.31 x 85 days</u>	
91 days	<u>96.50</u>
	\$356,357.89
Plus Sinking Fund Levy (for 1/04/2021 to 30/06/2021)	
<u>\$687.50 x 85 days</u>	
91 days	<u>642.17</u>
	\$357,000.06
BALANCE AT SETTLEMENT	<u><u>\$357,000.06</u></u>

CHEQUE DETAILS

1. Unity Water	\$590.77
2. Evergreen North Lakes Body Corporate	\$2,181.09
	<u>\$354,228.20</u>

CHEQUES TOTAL \$357,000.06

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: _____

AGENT

NAME:

CPRM Property Group (QLD) Pty Ltd

LICENCE NO: 4080925 ABN/ACN: 99 616 531 705 616 531 705

ADDRESS: Level 1, North Lakes Central
Suite 213, 53 Endeavour Blvd

SUBURB: NORTH LAKES STATE: QLD POSTCODE: 4509

PHONE: 07 3482 0100 MOBILE: 0430 388 306 FAX: _____ EMAIL: steve.isakka@cprmqld.com.au

PARTIES

SELLER

NAME:

Tina Roxanne Klein

ADDRESS: PO BOX 1224

SUBURB: REDCLIFFE STATE: QLD POSTCODE: 4020

PHONE: 07 3188 3548 MOBILE: _____ FAX: _____ EMAIL: _____ ABN: _____

NAME:

ADDRESS:

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ FAX: _____ EMAIL: _____ ABN: _____

SELLER'S SOLICITOR

← or any other Solicitor notified to the Buyer

NAME:

GKS Law

REF: _____ CONTACT: Mike

ADDRESS: 19 Creek Street

SUBURB: REDCLIFFE STATE: QLD POSTCODE: 4020

PHONE: 07 3284 5093 MOBILE: _____ FAX: _____ EMAIL: mike@gkslaw.com.au

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

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BUYER

NAME:

KGHollindale Superannuation Pty Ltd As Trustee For KGHollindale Superannuation Fund A.C.N. 645 425 092

ADDRESS: 14/24 The Corso

SUBURB: NORTH LAKES

STATE: QLD

POSTCODE: 4509

PHONE:

MOBILE:

FAX:

EMAIL:

ABN:

0400 033 646

garth@hmarchitecture.com.au

51 365 997 960

NAME:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

ABN:

BUYER'S SOLICITOR

← or any other Solicitor notified to the Seller

NAME:

Zande Law

REF:

CONTACT:

Helen Ireland

ADDRESS: 7/15 Discovery Dr

(PO Box 636)

SUBURB: NORTH LAKES

STATE: QLD

POSTCODE: 4509

PHONE:

MOBILE:

FAX:

EMAIL:

07 3385 0999

07 3385 0090

info@zandelaw.com.au

PROPERTY

Lot Address: 3/14-18 Discovery Drive

Suburb: North Lakes

STATE: QLD

POSTCODE: 4509

Description: Lot: 3

on: BUP GTP SP 227862

Scheme: Evergreen North Lakes Centre

Community Titles Scheme: 40667

Title Reference: 50785358

Local Government: Moreton Bay Regional Council

Present Use: Office

Excluded Fixtures:

Included Chattels:

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PRICE

Purchase Price: \$ 370,000

Deposit: \$ 1,000 Initial Deposit payable on the day the Buyer signs this contract unless another time is specified below:
Within 2 days of Contract Date
\$ 14,000 Balance Deposit (if any) payable on:
Upon satisfaction of Due Diligence & finance

Deposit Holder: CPRM Property Group (QLD) Pty Ltd - Sales Trust
Deposit Holder's Trust Account BANK: Macquarie Bank Limited
BSB: 184-446
ACCOUNT NO: 303830707

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

FINANCE

Finance Amount: \$ Sufficient to Complete ← Unless all of "Finance Amount", "Financier" and "Finance Date" are completed, this contract is not subject to finance and clause 3 does not apply.
Financier: Purchaser's Choice Finance Date: 21 days from contract date

BUILDING AND/OR PEST INSPECTION DATE

Inspection Date: _____ ← 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: 97
Aggregate Interest Schedule Lot Entitlement: 2169
Contribution Schedule Lot Entitlement of Lot: 1
Aggregate Contribution Schedule Lot Entitlement: 18

INSURANCE POLICIES

Insurer: Axis - Certain Underwriters Lloyds Policy No: 0063860BCC
Building: \$5,378,326
Public Liability: \$20,000,000
Other:

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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.

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COMMERCIAL TENANCY SCHEDULE*

**Attach further Schedule if insufficient space.*

LEASE 1

Name of Tenant: GKS Law

Use: Office Location/Tenancy No: 3

Area of Tenancy (m²approx): 67m Current Rent per Annum: \$ 30,000

inclusive of outgoings exclusive of outgoings

Current Commencement Date: 01 September 2015 Current Term: Five (5) years

Remaining Option/s: Option 1 Term: _____ years

Option 2 Term: _____ years

Option 3 Term: _____ years

Tenant Car Park: No: 2 Rate \$ _____ per annum month

LEASE 2

Name of Tenant: _____

Use: _____ Location/Tenancy No: _____

Area of Tenancy (m²approx): _____ 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)



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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

Refer to attached disclosure statement

[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

Refer to attached disclosure statement

[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

Refer to attached disclosure statement

[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)

Refer to attached disclosure statement

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

(e) PROPOSED BODY CORPORATE RESOLUTIONS (CLAUSE 8.4)

Refer to attached disclosure statement

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



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

DUE DILIGENCE

1. This contract is subject to and conditional upon the Buyer completing within twenty-one (21) days from the Contract Date a due diligence and body corporate records investigations of the property. In the event that the results of the due diligence investigation are not satisfactory to the Buyer in the Buyers absolute discretion, the buyer may terminate this contract by notice, given in accordance with the terms of contract, to the seller and this contract shall be at an end and the deposit must be promptly refunded to the buyer.
2. The seller will allow the buyer and their consultants, agents and invitees access to the property for the purpose of conducting their due diligence investigations.
3. The seller acknowledges that this special condition is for the benefit of the buyer and can only be waived or exercised by the buyer.

SETTLEMENT

Settlement Date: 45 days from Contract Date
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:**  _____ 

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:**  _____ 

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.

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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;

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- (gg) "**Regulation Module**" means the regulation module for the Scheme;
- (hh) "**Rent**" means any periodic amount, including outgoings, 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	Interest schedule lot entitlement of Lot

		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

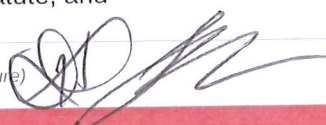
- 4.1 This contract is conditional on the Buyer obtaining a written building report and a written pest report (which may be a single report) on the Property by the Inspection Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain the reports (subject to the right 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.

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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:

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- (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).

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- (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.

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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

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- (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.



CURRENT TITLE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 35870158
Search Date: 21/12/2020 08:03

Title Reference: 50785358
Date Created: 07/10/2009

Previous Title: 50685764

REGISTERED OWNER

Dealing No: 715944691 08/08/2014

TINA ROXANNE KLEIN TRUSTEE
UNDER INSTRUMENT 715944691

ESTATE AND LAND

Estate in Fee Simple

LOT 3 SURVEY PLAN 227862
Local Government: MORETON BAY
COMMUNITY MANAGEMENT STATEMENT 40667

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10616074 (POR 508)

ADMINISTRATIVE ADVICES - NIL

UNREGISTERED DEALINGS - NIL

** End of Current Title Search **

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Requested By: D-ENQ CITEC CONFIRM

Rollover benefits statement



Central Plaza Three
70 Eagle Street, Brisbane
GPO Box 200, Brisbane QLD 4001

P 1300 360 750

F 1300 241 602

W qsuper.qld.gov.au



036/308

KGHollindale Superannuation Fund
PO Box 504
NORTH LAKES QLD 4509



Please keep a copy of this statement for your records.

Section A: Receiving fund

Australian business number (ABN)	51 365-997-960
Fund name	KGHollindale Superannuation Fund
Postal address	PO Box 504
Suburb/town/location	NORTH LAKES
State/territory	QLD
Postcode	4509
Country	Australia
Unique superannuation identifier (USI)	
Member client identifier	

Section B: Member's details

Tax file number (TFN)	184-742-522
Full name	
Title	Mrs
Surname	Hollindale
First given name	Karen
Other given names	Peta
Residential address	14/24 The Corso
Suburb/town/location	North Lakes
State/territory	QLD
Postcode	4509
Country	
Date of birth	28 December 1973
Daytime phone number	
Email address (if applicable)	kgollindale@gmail.com

Section C: Rollover transaction details

Service period start date	17 April 1994
Tax components	
Tax-free component	\$4,250.38
KiwiSaver tax-free component	\$0.00
Taxable component	
Element taxed in the fund	\$135,749.62
Element untaxed in the fund	\$0.00
Total tax components	\$140,000.00
Preservation amounts	
Preserved amount	\$140,000.00
KiwiSaver preserved amount	\$0.00
Restricted non-preserved amount	\$0.00
Unrestricted non-preserved amount	\$0.00
Total preservation amounts	\$140,000.00

Section D: Non-complying funds

Contributions made to a non-complying super fund on or after 10 May 2006 \$0.00

Section E: Transferring fund

Fund Australian business number (ABN)	60 905-115-063
Fund name	QSuper Accumulation account
Contact name	Member Services
Daytime phone number	1300360750
Email address	QSUPER.ATOREPORTING@QSUPER.QLD.GOV.AU

Section F: Declaration

Authorised representative declaration

I declare that:

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

Name	Neil Sheppard
Authorised representative signature	Neil Sheppard
Date	02 March 2021

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

Australian business number (ABN):51365997960

Unique Superannuation identifier (USI):

Name:KGHOLLINDALE SUPER FUND

Member client identifier:G HOLLINDALE ✓

Postal address – Street address: 14 / 24 The Corso

Suburb/town/locality:NORTH LAKES

State/territory:QLD

Postcode:4509

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

Tax file number (TFN):203804437

Full name:

Title:Mr

Family name:Hollindale

First given name:Garth Michael

Other given names:

Postal address – Street address:Unit 14 24 The Corso

Suburb/town/locality:NORTH LAKES

State/territory:QLD

Postcode:4509

Date of birth:08/12/1975

Sex:Male

Daytime phone number (include area code):0400 033 646

Email address (if applicable):
KGHOLLINDALE@gmail.com

Section C: Rollover transaction details

Service period start date: 19/02/1994

Tax components:

Tax-free component: \$ 0.00

KiwiSaver tax-free component: \$ 0.00

Taxable component:

Element taxed in the fund: \$ 230,000.00

Element untaxed in the fund: \$ 0.00

Total Tax components: \$ 230,000.00

Preservation amounts:

Preserved amount: \$ 230,000.00

KiwiSaver preserved amount: \$ 0.00

Restricted non-preserved amount: \$ 0.00

Unrestricted non-preserved amount: \$ 0.00

Total preservation amounts: \$ 230,000.00 ✓

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

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

Section E: Declaration

Fund's ABN:98 503 137 921

Fund's name:Sunsuper

Contact name Steve Davidson

Email address (if applicable):

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

Signature of authorised person:

Steve Davidson

Date:02/03/2021

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

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

Australian business number (ABN):51365997960

Unique Superannuation identifier (USI): ✓

Name:KGHOLLINDALE SUPER FUND

Member client identifier:G HOLLINDALE ✓

Postal address – Street address: 14 / 24 The Corso

Suburb/town/locality:NORTH LAKES

State/territory:QLD

Postcode:4509

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

Tax file number (TFN):203804437

Full name:

Title:Mr

Family name:Hollindale

First given name:Garth Michael

Other given names:

Postal address – Street address:Unit 14 24 The Corso

Suburb/town/locality:NORTH LAKES

State/territory:QLD

Postcode:4509

Date of birth:08/12/1975

Sex:Male

Daytime phone number (include area code):0400 033 646

Email address (if applicable):
KGHOLLINDALE@gmail.com

Section C: Rollover transaction details

Service period start date: 19/02/1994

Tax components:

Tax-free component: \$ 0.00

KiwiSaver tax-free component: \$ 0.00

Taxable component:

Element taxed in the fund: \$ 49,000.00

Element untaxed in the fund: \$ 0.00

Total Tax components: \$ 49,000.00

Preservation amounts:

Preserved amount: \$ 49,000.00

KiwiSaver preserved amount: \$ 0.00

Restricted non-preserved amount: \$ 0.00

Unrestricted non-preserved amount: \$ 0.00

Total preservation amounts: \$ 49,000.00 ✓

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

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

Section E: Declaration

Fund's ABN:98 503 137 921

Fund's name:Sunsuper

Contact nameSteve Davidson

Email address (if applicable):

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

Signature of authorised person:

Steve Davidson

Date:10/05/2021

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

Rollover benefits statement



Central Plaza Three
70 Eagle Street, Brisbane
GPO Box 200, Brisbane QLD 4001
P 1300 360 750
F 1300 241 602
W qsuper.qld.gov.au

KGHollindale Superannuation Fund
UNIT 14/24 THE CORSO
NORTH LAKES QLD 4509



Please keep a copy of this statement for your records.

Section A: Receiving fund

Australian business number (ABN)	51 365-997-960
Fund name	KGHollindale Superannuation Fund
Postal address	UNIT 14/24 THE CORSO
Suburb/town/location	NORTH LAKES
State/territory	QLD
Postcode	4509
Country	Australia
Unique superannuation identifier (USI)	
Member client identifier	

Section B: Member's details

Tax file number (TFN)	184-742-522
Full name	
Title	Mrs
Surname	Hollindale
First given name	Karen
Other given names	Peta
Residential address	14/24 The Corso
Suburb/town/location	North Lakes
State/territory	QLD
Postcode	4509
Country	
Date of birth	28 December 1973
Daytime phone number	
Email address (if applicable)	kghollindale@gmail.com

Section C: Rollover transaction details

Service period start date	17 April 1994
Tax components	
Tax-free component	\$263.43
KiwiSaver tax-free component	\$0.00
Taxable component	
Element taxed in the fund	\$48,236.57
Element untaxed in the fund	\$0.00
Total tax components	\$48,500.00
Preservation amounts	
Preserved amount	\$48,500.00
KiwiSaver preserved amount	\$0.00
Restricted non-preserved amount	\$0.00
Unrestricted non-preserved amount	\$0.00
Total preservation amounts	\$48,500.00

Section D: Non-complying funds

Contributions made to a non-complying super fund on or after 10 May 2006 \$0.00

Section E: Transferring fund

Fund Australian business number (ABN)	60 905-115-063
Fund name	QSuper Accumulation account
Contact name	Member Services
Daytime phone number	1300360750
Email address	QSUPER.ATOREPORTING@QSUPER.QLD.GOV.AU

Section F: Declaration

Authorised representative declaration

I declare that:

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

Name	Neil Sheppard
Authorised representative signature	Neil Sheppard
Date	06 May 2021

KG Hollindale Superannuation Fund

General Ledger

As at 30 June 2021

Transaction Date	Description	Units	Debit	Credit	Balance \$
Property Income (28000)					
3/14-18 Discovery Drive, North Lakes QLD, Australia (NLProperty)					
22/04/2021	Inv 001 - 12 month rent			36,755.66	36,755.66 CR
12/05/2021	NL Nov 002 rates			564.55	37,320.21 CR
01/06/2021	Inv 003 - Water			173.00	37,493.21 CR
				37,493.21	37,493.21 CR
Property Expenses - Council Rates (41960)					
3/14-18 Discovery Drive, North Lakes QLD, Australia (NLProperty)					
19/02/2021	purchase of NL property (\$370K + \$11,375.00 SD & Legal fee) - Going Concern			37.22	37.22 CR
12/05/2021	rates payment		564.55		527.33 DR
			564.55	37.22	527.33 DR
Property Expenses - Body Corporate Fees (42100)					
3/14-18 Discovery Drive, North Lakes QLD, Australia (NLProperty)					
19/02/2021	purchase of NL property (\$370K + \$11,375.00 SD & Legal fee) - Going Concern		2,037.28		2,037.28 DR
20/05/2021	Body Corporate		1,586.25		3,623.53 DR
			3,623.53		3,623.53 DR
Property Expenses - Water Rates (42150)					
3/14-18 Discovery Drive, North Lakes QLD, Australia (NLProperty)					
25/06/2021	water bill		173.00		173.00 DR
			173.00		173.00 DR

Total Debits: 4,361.08

Total Credits: 37,530.43

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 6th day of April, 2021

BETWEEN:

**KGHollindale Superannuation Pty Ltd ATF KG Hollindale Superannuation Fund of PO
Box 504, Northlakes, Qld 4509**

Telephone: (04) 0003 3646 Fax: _____
(the "Landlord")

OF THE FIRST PART

- AND -

**My Midwives Pty Ltd as Trustee for My Midwives Unit Trust trading as My Midwives of
331 Margaret St, Toowoomba, Qld, 4350**

Telephone: (07) 3118 5240
(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease (the "Parties") agree as follows:

Definitions

I. When used in this Lease, the following expressions will have the meanings indicated:

- a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
- b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at Unit 3, 14/18 Discovery Drive, Northlakes, Qld 4509, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
- c. "Common Areas and Facilities" mean:

- i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be let to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, carpark areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and
 - ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square metres of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the centre line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
- e. "Premises" means the office space at Unit 3, 14/18 Discovery Drive, Northlakes, Qld 4509;
- f. "Proportionate Share" means a fraction, the numerator of which is the Leasable Area of the Premises and the denominator of which is the aggregate of the Leasable Area of all rentable premises in the Building.
- g. "Rent" means the total of Base Rent and Additional Rent.

Commercial Lease Agreement Page 3 of 16

Leased Premises

2. The Landlord agrees to rent to the Tenant the office space described as Unit 3, 14/18 Discovery Drive, Northlakes, Qld 4509, (the "Premises").
3. The Premises will be used for only the following permitted use (the "Permitted Use"): Midwifery Clinic and any other permitted use allowed by the local authority and Body Corporate By-Laws. Neither the Premises nor any part of the Premises will be used at any time

during the Term by Tenant for any purpose other than the Permitted Use.

4. While the Tenant, or an assignee or subtenant approved by the Landlord, is using and occupying the Premises for the Permitted Use and is not in default under the Lease, the Landlord agrees not to Lease space in the Building to any tenant who will be conducting in such premises as its principal business, the services of: Midwifery Clinic and any other permitted use allowed by the local authority and Body Corporate By-Laws.
5. No pets or animals are allowed to be kept in or about the Premises or in any common areas in the building containing the Premises. Upon 30 days' notice, the Landlord may revoke any consent previously given under this clause.
6. Subject to the provisions of this Lease, the Tenant is entitled to the use of 2 parking spaces (the 'Parking') on or about the Premises.
7. The Premises are provided to the Tenant without any fixtures, chattels or leasehold improvements.
8. The Landlord reserves the right in its reasonable discretion to alter, reconstruct, expand, withdraw from or add to the Building from time to time. In the exercise of those rights, the Landlord undertakes to use reasonable efforts to minimise any interference with the visibility of the Premises and to use reasonable efforts to ensure that direct entrance to and exit from the Premises is maintained.
9. The Tenant acknowledges that the Landlord or its agent will have the right to enter the Premises at all reasonable times to show them to prospective purchasers, encumbrancers, lessees or assignees, and may also during the ninety days preceding the termination of the terms of this Lease, place upon the Premises the usual type of notice to the effect that the Premises are for rent, which notice the Tenant will permit to remain on them.

Commercial Lease Agreement Page 4 of 16

Term

10. The term of the Lease commences at 12:00 noon on 23 April 2021 and ends at 12:00 noon on 23 April 2026 (the "Term").
11. Upon 90 days' notice, the Landlord may terminate the tenancy under this Lease if the Tenant has defaulted in the payment of any portion of the Rent when due.
12. Upon 90 days' notice, the Landlord may terminate the tenancy under this Lease if the Tenant fails to observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and the Tenant persists in such default beyond the said 90 days' notice.

13. Notwithstanding that the Term commences on 23 April 2021, the Tenant is entitled to possession of the Premises at 12:00 noon on 7 April 2021.
14. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one (1) month's notice to the other party.

Rent

15. Subject to the provisions of this Lease, the Tenant will pay a base rent, without setoff, abatement or deduction, of \$25,200.00 per annum, payable per month, for the Premises (the "Base Rent").
16. The Tenant will pay the Base Rent on or before the 23rd of each and every month of the Term to the Landlord.
17. The Base Rent for the Premises will increase over the Term of the Lease as follows: 3% p.a.
18. The Tenant will be charged an additional amount of 5.00% of the Base Rent for any late payment of Base Rent.

Outgoings

19. In addition to the Base Rent, the Tenant will pay as Additional Rent, without setoff, abatement or deduction, its Proportionate Share of all of the Landlord's recoverable costs, charges and expenses of operating, maintaining, repairing, replacing and insuring the

Commercial Lease Agreement Page 5 of 16

Building including the Common Areas and Facilities from time to time and the carrying out of all obligations of the Landlord under this Lease and similar leases with respect to the Building ("Outgoings").

20. Except as otherwise provided in this Lease, Outgoings will not include debt service, depreciation, costs determined by the Landlord from time to time to be fairly allocable to the correction of construction faults or initial maladjustments in operating equipment, all management costs not allocable to the actual maintenance, repair or operation of the Building (such as in connection with leasing and rental advertising), work performed in connection with the initial construction of the Building and the Premises and improvements and modernisation to the Building subsequent to the date of original construction which are not in the nature of a repair or replacement of an existing component, system or part of the Building.
21. Outgoings will also not include the following:

- a. any increase in insurance premiums to the centre as a result of business activities of other Tenants;
- b. the costs of any capital replacements;
- c. the costs incurred or accrued due to the willful act or negligence of the Landlord or anyone acting on behalf of the Landlord;
- d. structural repairs;
- e. costs for which the Landlord is reimbursed by insurers or covered by warranties;
- f. costs incurred for repairs or maintenance for the direct account of a specific Tenant or vacant space;
- g. costs recovered directly from any Tenant for separate charges such as heating, ventilating, and air conditioning relating to that Tenant's leased premises, and in respect of any act, omission, neglect or default of any Tenant of its obligations under its Lease; or
- h. any expenses incurred as a result of the Landlord generating revenues from common area facilities will be paid from those revenues generated.

Commercial Lease Agreement Page 6 of 1622. The Tenant will pay:

- a. To the Landlord, the Tenant's Proportionate Share of all real property taxes, rates, duties, levies and assessments which are levied, rated, charged, imposed or assessed by any lawful taxing authority (whether federal, municipal, school or otherwise) against the Building and the land or any part of the Building and land from time to time or any taxes payable by the Landlord which are charged in lieu of such taxes or in addition to such taxes, but excluding income tax upon the income of the Landlord to the extent that such taxes are not levied in lieu of real property taxes against the Building or upon the Landlord in respect of the Building.
- b. To the lawful taxing authorities, or to the Landlord, as it may direct, as and when the same become due and payable, all taxes, rates, use fees, duties, assessments and other charges that are levied, rated, charged or assessed against or in respect of all improvements, equipment and facilities of the Tenant on or in default by the Tenant and in respect of any business carried on in the Premises or in respect of the use or occupancy of the Premises by the Tenant and every subtenant, licensee, concessionaire or other person doing business on or from the Premises or occupying any portion of the Premises.

23. The Landlord will, in respect of all taxes, Outgoings and any other items of Additional Rent

referred to in this Lease, and only as required by the Retail Shop Leases Act 1994, compute bona fide estimates of the amounts which are anticipated to accrue in the next following accounting period, and provide the Tenant with written notice and a reasonable breakdown of the amount of any such estimate, and the Tenant, following receipt of such written notice of the estimated amount and breakdown will pay to the Landlord such amount, in equal consecutive monthly instalment throughout the applicable period with the monthly instalment of Base Rent. Within three (3) months of the conclusion of each accounting period, and only as required by the Retail Shop Leases Act 1994, the Landlord will compute the actual amount of such item of Additional Rent, and make available to the Tenant for examination a statement providing the amount of such item of Additional Rent and the calculation of the Tenant's share of that Additional Rent for such accounting period. If the actual amount of such items of Additional Rent, as set out in the any such statement, exceeds the aggregate amount of the instalment paid by the Tenant in respect of such item, the Tenant will pay to the Landlord the amount of excess within fifteen (15) days of receipt of any such statement. If the contrary is the case, any such statement will be accompanied by a refund to the Tenant of any such overpayment without interest, provided that the Landlord may first deduct from such refund any rent which is then in arrears.

Commercial Lease Agreement Page 7 of 16

Use and Occupation

24. The Tenant will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. The Tenant will carry on business under the name of My Midwives and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, will continuously occupy and utilise the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.
25. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with any statute, including any subordinate legislation, which is in force now or in the future and taking into account any amendment or re-enactment, or any government department, local authority, other public or competent authority or court of competent jurisdiction and of the insurers in relation to the use, occupation and enjoyment of the Building (including in relation to health and safety compliance with the proper practice recommended by all appropriate authorities).

Advance Rent and Security Deposit

26. On execution of this Lease, the Tenant will pay the Landlord advance rent (the "Advance Rent") to be held by the Landlord without interest and to be applied on account of the first and last instalments of Base Rent as they fall due and to be held to the extent not so applied as security for and which may be applied by the Landlord to the performance of the covenants and obligations of the Tenant under this Lease.

27. On execution of this Lease, the Tenant will pay the Landlord a security deposit equal to the amount of \$4,200.00 (the "Security Deposit") to be held by the Landlord without interest. The Landlord will return the Security Deposit to the Tenant at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear.
28. The Tenant may not use the Security Deposit as payment for the Rent.
29. Within 5 days after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to: 331 Margaret St, Toowoomba, Qld, 4350, or at such other place as the Tenant may advise.

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Quiet Enjoyment

30. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Overholding

31. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

Additional Rights on Reentry

32. If the Landlord reenters the Premises or terminates this Lease, then:
- a. notwithstanding any such termination or the term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
 - b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such peaceable entry or any loss or damage in connection therewith or consequential thereupon;
 - c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;

d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the

Commercial Lease Agreement Page 9 of 16Landlord;

e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the Term remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;

f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;

g. after reentry, the Landlord may terminate the Lease on giving five (5) days' written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;

h. the Tenant will pay to the Landlord on demand:

i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;

ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and

iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the term had it not been terminated, at the option of the Landlord, either:

- i. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which
Commercial Lease Agreement Page 10 of 16

would have constituted the unexpired portion of the term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or

- ii. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

Renewal of Lease

33. Upon giving written notice no later than 2 months before the expiration of the Term, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for any signing incentives/inducements and this renewal clause and the amount of the rent. If the Landlord and the Tenant cannot agree as to the amount of the Rent, the amount of the Rent will be determined by mediation. The Rent should be determined taking into consideration the market rent of similarly improved premises in the market, as well as the location, use, age, and size of premises.

34. The Tenant may request that the Landlord register this option to renew.

Landlord Improvements

35. The Landlord will make the following improvements to the Premises:

- a. Within 1 month of lease commencement, the landlord will have removed all existing signage and replaced with My Midwives signage.

The landlord commits to installing air conditioning units to the 2 x consult rooms as soon as possible, but pending the replacement of the existing roof by the Body Corporate, or in a time frame otherwise agreed..

Tenant Improvements

36. The Tenant will obtain written permission from the Landlord before doing any of the following:

- a. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;

Commercial Lease Agreement Page 11 of 16b. removing or adding walls, or performing any

structural alterations;

- c. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
- d. subject to this Lease, placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose;
- e. affixing to or erecting upon or near the Premises any radio or TV antenna or tower, or satellite dish; or
- f. installing or affixing upon or near the Premises any plant, equipment, machinery or apparatus without the Landlord's prior consent.

Tenant Chattels

37. The Tenant agrees to supply the following chattels:

- a. All furniture, soft furnishings and equipment are to be provided by the tenant..

Utilities and Other Costs

38. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, water and sewer.
39. The Tenant will also directly pay for the following utilities and other charges in relation to the Premises: Body Corporate Fees - Administrative Fund.

Insurance

40. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of the Tenant's insurance agent regarding a tenant's policy of insurance.
41. The Tenant is responsible for insuring the Premises for damage and loss to the structure, mechanical or improvements to the Building on the Premises for the benefit of the Tenant and the Landlord. Such insurance should include such risks as fire, theft, vandalism, flood and disaster.

Commercial Lease Agreement Page 12 of 16

42. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.

43. The Tenant will provide proof of such insurance to the Landlord upon request.

Abandonment

44. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realised by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Tenant's Indemnity

45. The Tenant will and does hereby indemnify and save harmless the Landlord of and from all loss and damage and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever for which the Landlord will or may become liable, incur or suffer by reason of a breach, violation or nonperformance by the Tenant of any covenant, term or provision hereof or by reason of any construction or other liens for any work done or materials provided or services rendered for alterations, improvements or repairs, made by or on behalf of the Tenant to the Premises, or by reason of any injury occasioned to or suffered by any person or damage to any property, or by reason of any wrongful act or omission, default or negligence on the part of the Tenant or any of its agents, concessionaires, contractors, customers, employees, invitees or licensees in or about the Building, or any losses caused, or contributed to, by any trespasser while that trespasser is on the Premises.

Attorney Fees

46. All costs, expenses and expenditures including and without limitation, complete legal costs incurred by the Landlord on a solicitor/client basis as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Tenant of any Commercial Lease Agreement Page 13 of 16

other condition contained in the Lease, will forthwith upon demand be paid by the Tenant as Additional Rent. All rents including the Base Rent and Additional Rent will bear interest at the rate of twelve percent (12%) per annum from the due date until paid.

Governing Law

47. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the

performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Queensland, without regard to the jurisdiction in which any action or special proceeding may be instituted.

48. It is the intention of the Parties that this Lease is a retail lease governed by the Retail Shop Leases Act 1994, or any successor retail lease legislation.

Severability

49. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Queensland (the "Act"), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

50. The Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Premises, nor grant any license or part with possession of the Premises or transfer to any other person in whole or in part or any other right or interest under this Lease (except to a parent, subsidiary or affiliate of the Tenant), without the prior written consent of the Landlord in each instance, which consent will not be unreasonably withheld so long as the proposed assignment or sublease complies with the provisions of this Lease.
51. Before giving consent, the Landlord may require reasonable documentation to satisfy the Landlord that the proposed assignee or subtenant is capable of performing the Tenant's obligations under this Lease.
52. If the Lease is assigned or if the Premises or any part of the Premises are sublet or occupied by anyone other than the Tenant, the Landlord may collect rent directly from the assignee, subtenant or occupant, and apply the net amount collected, or the necessary portion of that amount, to the rent owing under this Lease.
- Commercial Lease Agreement Page 14 of 16*
53. The prohibition against assigning or subletting without the consent required by this Lease will be constructed to include a prohibition against any assignment or sublease by operation of law or in equity.
54. The consent by the Landlord to any assignment or sublease will not constitute a waiver of the necessity of such consent to any subsequent assignment or sublease.

Bulk Sale

55. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form

satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

Care and Use of Premises

56. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
57. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Carpark facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.
58. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
59. The Tenant will not engage in any illegal trade or activity on or about the Premises.
60. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

61. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Commercial Lease Agreement Page 15 of 16

Hazardous Materials

62. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

63. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

General Provisions

64. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

65. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

66. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.

67. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

68. Time is of the essence in this Lease.

69. This Lease will constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

Commercial Lease Agreement Page 16 of 16

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorised officer under seal, on this 6th day of April, 2021.

KG Hollindale Superannuation Pty Ltd ATF KG
Hollindale Superannuation Fund (Landlord)

_____ (Witness)

_____ (Witness)

Per: _____ (SEAL)

My Midwives Pty Ltd as Trustee for My
Midwives Unit Trust trading as My Midwives
(Tenant)

Per: _____ (SEAL)

 Elizabeth Wukes



CPRM Property Group (QLD) Pty Ltd
ABN 99 616 531 705
Suite 213/53 Endeavour Blvd
(PO Box 667)
North Lakes QLD 4509
T: 07 3482 0100
E: reception@cprmqld.com.au
W: cprmqld.com.au

31st March 2021

KGHollindale Superannuation Pty Ltd A/T for KGHollindale Superannuation Fund A.C.N 645 425 092
Attention: Garth and Karen Hollindale
14/24 The Corso
North Lakes Qld 4509

garth@hmarchitecture.com.au

Dear Garth & Karen,

RE: MARKET APPRAISAL
PROPERTY: 3/14-18 Discovery Drive, North Lakes 4509

Thank you for your enquiry as to the current rental estimate for your commercial property situated at the above address.

Property Description: Lot 3 on SP227862
Size 67m² approximately
Building Office suite

Giving regard to recent leasing history of similar offices in the area, it is our opinion with current market conditions, that the property, may attract a rental income between \$24,000 and \$26,000 pa net.

We trust this information has been helpful and if you have any queries please do not hesitate to contact the undersigned. In accordance with our normal policy in these matters, we recommend that you verify the above estimates with a registered valuer prior to making any financial decisions.

Yours Faithfully,
CPRM Property Group (Qld) Pty Ltd

Steve Isakka
Sales Manager

Direct: 07 3482 0100
Mobile: 0430 388 306
Email: steve.isakka@cprmqld.com.au

KG Hollindale Superannuation Pty Ltd

ATF

KG Hollindale Superannuation Fund

PO Box 504

North Lakes, Qld 4509

ABN 51 365 997 960

TAX INVOICE

My Midwives Pty Ltd
331 Margaret St,
Toowoomba Qld, 4350

Sent via email : admin@mymidwives.com.au

DATE : 21st April 2020
INVOICE NO. 001
DUE DATE : 28th April 2020

Rental Notice for			
Unit 3, 14/18 Discovery Drive			
<u>12 months rent</u>	Clause 15	23/04/21 – 22/04/22	\$25,200.00
GST	Clause 22 b)		\$2,520.00*
<u>Outgoings</u>	Clause 19		
Annual Administrative Fund		23/04/21 – 22/04/22	\$5,255.66
Rates and Water		To be invoiced upon receipt	
Electricity		To be invoiced upon receipt	
GST	Clause 22 b)		\$525.57*
<u>Advance Rent</u>	Clause 26		
First Instalment		See above	
Last Instalment			\$2,100.00
GST	Clause 22 b)		\$210.00*
<u>Security Deposit</u>	Clause 27	2 months equivalent	\$4,200.00
			\$420.00*

Direct Debit Payments: Commonwealth Bank of Australia KGHOLLINDALE SUPERANNUATION FUND BSB # 064185 A/C # 1044 7679 Please email confirmation of payment to : kghollindale@gmail.com	Sub Total	\$36,755.66
	* GST Tax Total	\$ 3,675.57
Invoice is strictly on 7 day terms	TOTAL	\$ 40,431.23

CTS 40667

ABN: 33945807916
1-14 DISCOVERY DRIVE
NORTH LAKES QLD 4509

Accounts: 1300 881 227
Body Corporate Services (QLD) Pty Ltd

NOTICE OF CONTRIBUTIONS

KG Hollidale Superannuation Pty Ltd
14/24 The Corso
North Lakes Queensland 4509

Tax Invoice

Invoice No: 0000091	Issue Date: 18/05/21
Net Amount Payable:	\$ 1,744.87
Due Date:	01/07/2021

Body Corporate EVERGREEN NORTH LAKES - CTS: 40667 - ABN: 33945807916

Lot No. 3 Unit U3	Previous Balance:	0.00			
Address: 1-14 DISCOVERY DRIVE, NORTH LAKES, QLD 4509	Penalty Interest:	0.00			
Contribution Entitlement: 1 Interest Entitlement: 97	Issued levies not due:	0.00			
Description	Transaction Type	Fund	Net	GST	Totals
01/07/2021 to 30/09/2021 for total Levy of \$403.38 pa - Insurance Fund	Normal	Admin	\$93.92	\$9.39	\$103.31
01/07/2021 to 30/09/2021 for total Levy of \$5255.56 pa	Normal	Admin	\$1,263.89	\$126.39	\$1,390.28
01/07/2021 to 30/09/2021 for total Levy of \$2750.00 pa	Normal	Sink	\$625.00	\$62.50	\$687.50
Arrears/Issued at time of printing					\$0.00
Gross Amount					\$2,181.09
Discount allowed if received by due date of 01/07/2021					\$436.22
Net Amount Payable					\$1,744.87

If mailing your payment please tear off this slip and return with payment. DO NOT include correspondence with your payment.

Please make cheques payable to: Body Corporate for CTS 40667



DEFT
PAYMENT SYSTEMS

DEFT Reference Number:
2657 4835 0350 4080 0126

How to Pay

- By post:** Mail this slip with your cheque to: DEFT Payment Systems, GPO Box 141, BRISBANE QLD 4001
- Bpay:** Contact your bank, credit union or building society to make this payment from your cheque or savings account.
- By phone:** Please call 1300 301 090 to make your payment using a Mastercard, Visa, American Express, Diners Card.
- Internet:** Visit www.deft.com.au and use the DEFT reference number supplied on this page.
- In person:** Present this page to make your payment by cash, cheque or EFTPOS at any post office.
Payments made at Australia Post will incur a \$2.75 DEFT processing fee.

Payments by credit or debit card may attract a surcharge.
Registration is required for payments from cheque or savings accounts.
Registration forms available from www.deft.com.au or call 1800 672 162.

EVERGREEN NORTH LAKES
Lot No. 3 Unit U3
EVERGREEN NORTH LAKES
Invoice No: 0000091
If Paid After Due Date: \$2,181.09
If Paid Before Due Date: \$1,744.87
Due Date: 01/07/2021



Billers Code: 96503
Reference: 2657 4835 0350 4080 0126



*442 265748350 35040800126

+265748350 35040800126<

000174487<4+

KG Hollindale Superannuation Pty Ltd

ATF

KG Hollindale Superannuation Fund

PO Box 504

North Lakes, Qld 4509

ABN 51 365 997 960

TAX INVOICE

My Midwives Pty Ltd
331 Margaret St,
Toowoomba Qld, 4350

Sent via email : admin@mymidwives.com.au

DATE : 10th May 2021
INVOICE NO. 002
DUE DATE : 18th June 2021

Rental Notice for Unit 3, 14/18 Discovery Drive		
<u>Outgoings</u>	Clause 19	
Annual Administrative Fund		Paid
Rates and Water		\$ 564.55
Electricity		To be invoiced upon receipt
GST	Clause 22 b)	N/A

Direct Debit Payments: Commonwealth Bank of Australia KGHOLLINDALE SUPERANNUATION FUND BSB # 064185 A/C # 1044 7679 Please email confirmation of payment to : kghollindale@gmail.com	Sub Total	\$564.55
	* GST Tax Total	N/A
Invoice is strictly on 7 day terms	TOTAL	\$ 564.55

Rate notice



Customer Service Centres
Caboolture - 2 Hasking Street, Caboolture
Redcliffe - Irene Street, Redcliffe
Strathpine - 220 Gympie Road, Strathpine

Postal Address
PO Box 159
Caboolture Qld 4510

Customer Service
Ph: 1300 522 192

ABN: 92 967 232 136
www.moretonbay.qld.gov.au
mbrc@moretonbay.qld.gov.au



21837-036

Tina R Klein Tte
C/- Mr M J Klein Personal Representative
PO Box 1224
REDCLIFFE QLD 4020

Property Details

Unit 3 14-18 Discovery Drive NORTH LAKES QLD 4509
Lot 3 SP 227862
Rateable Valuation \$93,914

Council Rates & Charges

General Rate - Category LC1 (minimum)	342.00
Regional Infrastructure and Environment Charge	21.00
Special Charge - Nth Lakes Enhanced Serv	37.50
Special Charge - Comm Waste Management	26.75
State Government Charges	
Emergency Management Levy - Group 3A	137.30
TOTAL PAYABLE	\$564.55

Property number

581692

Total Payable

\$564.55

Period of rating

1 April - 30 June 2021

Date of issue

30 April 2021

Due date for payment

1 June 2021

End of Quarter Processing Deadlines

Please note that due to a system upgrade at Council, payments made after 21 April 2021 may not have been processed before the printing of this notice and may appear as an overdue balance.

Council has received a payment of \$14,046,358 from the State Government to mitigate any direct impacts of the State Waste Levy on households in the 2020/21 financial year.

BPAY: Use your Phone or Internet banking

PHONE: Call 07 3480 6349

ONLINE: Go to www.moretonbay.qld.gov.au/pay

AUSTRALIA POST: Pay over the counter at any post office

MAIL: Send your payment to PO Box 159, Caboolture, Qld 4510

IN PERSON: Pay at any Customer Service Centre

DIRECT DEBIT: Go to www.moretonbay.qld.gov.au/rates/directdebit

INTEREST: Interest at the rate of 8.53% per annum compounded on daily rests will be charged on current rates that remain unpaid immediately after the Due Date. Balances brought forward from a previous period will continue to accrue interest from the beginning of this period.

PENSIONERS: Are you the owner and occupier of this property or do you have life tenancy under a Will or Court Order? If so, you may be eligible for a State or Council rebate if one is not already shown on this notice. Please contact us for further information or an application form.

PAYMENT PLAN: Please do not hesitate to contact us if you are having difficulty paying your rates on time.

RATING CATEGORY STATEMENT: To access your current rating category statement visit: www.moretonbay.qld.gov.au/ratescalculation

Please note that your payment reference for BPAY & Australia Post has changed. Please use the information listed below for all future payments.



*2471 500581692005816921



Billor Code: 339457
Ref: 50 0581 6920 0581 6921

Location: Unit 3 14-18 Discovery Drive NORTH LAKES QLD 4509
Customer Ref: 50 0581 6920 0581 6921

Property number

581692

Total Payable

\$564.55

Period of rating

1 April - 30 June 2021

Date of issue

30 April 2021

Due date for payment

1 June 2021

4077552-SEIM-112218-ASA002-21837



KG Hollindale Superannuation Pty Ltd

ATF

KG Hollindale Superannuation Fund

PO Box 504

North Lakes, Qld 4509

ABN 51 365 997 960

TAX INVOICE

My Midwives Pty Ltd
331 Margaret St,
Toowoomba Qld, 4350

Sent via email : admin@mymidwives.com.au

DATE : 27th May 2021

INVOICE NO. 003

DUE DATE : 24th June 2021

Rental Notice for

Unit 3, 14/18 Discovery Drive

<u>Outgoings</u>	Clause 19	
Annual Administrative Fund		Paid
Rates (1 April – 30 June 21)		Paid
Water (12 Feb – 17 May)		\$ 173.00
Electricity		N/A
GST	Clause 22 b)	N/A

Direct Debit Payments: Commonwealth Bank of Australia KGHOLLINDALE SUPERANNUATION FUND BSB # 064185 A/C # 1044 7679 Please email confirmation of payment to : kghollindale@gmail.com	Sub Total	\$173.00
	* GST Tax Total	N/A
Invoice is strictly on 7 day terms	TOTAL	\$ 173.00



Kg Hollindale Superannuation Pty Ltd as TTE
Unit 3/14-18 Discovery Dr
NORTH LAKES QLD 4509

WATER AND SEWERAGE YOUR BILL

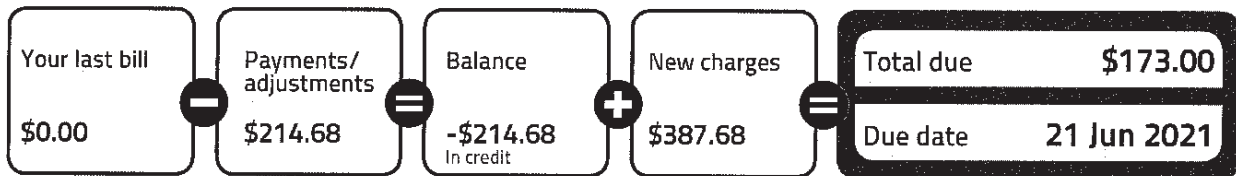
1300 086 489
Emergencies and faults 24 Hours, 7 days
Account enquiries 8am-5pm Mon-Fri

unitywater.com
ABN 89 791 717 472

Account number	99997887
Payment reference	0999 9788 77
Property	Unit 3/14-18 Discovery Dr, NORTH LAKES, QLD

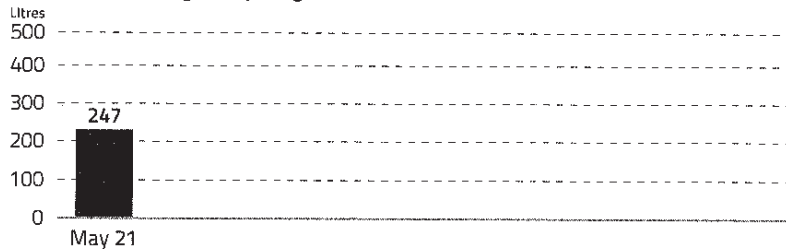
Bill number	7121615467
Billing period	12 Feb 2021 95 days to 17 May 2021
Issue date	20 May 2021
Approximate date of next meter reading	6 Aug 2021

Your account activity



Interest charges of 8% per annum, compounding daily, will apply to overdue amounts on bills from 1 July 2021.

Compare your average daily usage over time



Important changes to COVID-19 customer care

In April, we changed back to our normal 30 days to pay all bills, including this one. To continue helping you, we've extended no interest charges on overdue amounts until 30 June 2021. Find out more at unitywater.com/customer-care

Easy ways to pay For other payment options - see over

BPAY®
Biller Code: 130393
Ref: 0999 9788 77
Contact your bank or financial institution to pay from your cheque, savings, debit, credit card or transaction account.
Find out more at bpay.com.au
© Registered to BPAY Pty Ltd ABN 69 079 137 518

Direct Debit
Login to My Account at unitywater.com to set up automatic payments from your bank account or credit card or call us for assistance.

SmoothPay
Smooth out your bill payments across the year with regular fortnightly or monthly payments, interest free.
Find out more at unitywater.com/smoothpay

Your account details



1300 086 489

Account enquiries

8am-5pm Mon-Fri

Water meter details 1 kilolitre (kL) = 1000 litres (L)

Meter ID	Previous read date	Previous reading (kL)	Current read date	Current reading (kL)	Usage (kL)	Property share %	Total usage (kL)	No. of days	Average daily usage (L)
UE1800160E	11 Feb 21	3586	17 May 21	4010	424	5.56	23.5	95	247.4
Total water usage					424		23.5	95	247.4
Total sewerage usage (waste and greywater) = 90% of water usage							21.15	95	222.6

Activity since last bill

Last bill		\$0.00
Payments / adjustments		
14 Apr 2021	Property Settlement Payment	\$0.00
14 Apr 2021	Property Settlement Transfer	-\$214.68
Account balance		-\$214.68 ①

Water and Sewerage Charges

Lot 3 Plan SP227862 Installation ID 178890

State Bulk Water Price	Period	kL/day	x Days	x Price/kL	
State Govt Bulk Water	12 Feb 21 to 17 May 21	0.2474	95	\$3.122	\$73.37

This is how much Unitywater pays to purchase water from the State Government, and is passed on to customers at cost.

Unitywater (local government distributor-retailer price)

Variable Usage Charges	Period	kL/day	x Days	x Price/kL		
Water Usage	12 Feb 21 to 17 May 21	0.2474	95	\$1.333	\$31.33	
Sewerage Usage	12 Feb 21 to 17 May 21	0.2226	95	\$1.333	\$28.19	
Fixed Access Charges	Period	SU%	x No.	x Days	x Price/day	
Water Access 20mm	12 Feb 21 to 17 May 21	1	95	95	\$0.879	\$83.50
Sewerage Access - 20mm	12 Feb 21 to 17 May 21	0.9	1	95	\$2.003	\$171.29

Water subtotal \$188.20
Sewerage subtotal \$199.48

New water and sewerage charges **\$387.68** ②

Total Due = ① + ② **\$173.00**

Important Information

Payment assistance

If you are having difficulty paying, please call Unitywater as soon as you receive your bill and before its due date to discuss how we can help.

Changing contact details

Login to My Account at unitywater.com for quick, easy changes online 24/7 or call us during business hours.

Pensioners

If you own and live at your property and have an eligible concession card, you may apply for a pensioner rebate. Please call Unitywater or fill out our easy online form at unitywater.com/pensioner

Credit card payments

Only MasterCard and Visa are accepted. A credit card surcharge may apply to your payment. Learn more at unitywater.com/creditcard

Interest on overdue amount

Interest charges of 8% per annum, compounding daily, will apply to overdue amounts on bills from 1 July 2021. Find out more at: unitywater.com/customer-care

Water efficiency

For water efficiency tips, visit unitywater.com/water-tips

Interpreter service 13 14 50

当您需要口译员时，请致电 13 14 50。
اتصل على الرقم 13 14 50 عندما تكون بحاجة إلى مترجم فوري.
Khi bạn cần thông ngôn, xin gọi số 13 14 50.
필요사가 필요하시면 13 14 50 으로 연락하십시오.
Cuando necesite un intérprete llame al 13 14 50

Privacy policy

We've updated our privacy policy so that we can deliver improved services with trusted partners. Visit unitywater.com/privacy

International calls

+ 61 7 5431 8333

unitywater.com

PO Box 953

Caboolture QLD 4510

1300 086 489

More payment options



Credit card by phone or online

To make a one-off credit card (Visa or MasterCard only) payment call 1300 047 763 or go to unitywater.com. A credit card surcharge may apply.
Ref: 0999 9788 77



Cheques by mail

Send this portion with your cheque payable to: Unitywater, Locked Bag 2, Maroochydore BC QLD 4558



In person, by phone or online

Billpay Code: 4028

Ref: 0999 9788 77

Pay in person at any post office, call 13 18 16, or go to postbillpay.com.au



*4028 0999978877 00017300

Account number 99997887

Payment reference 0999 9788 77

Total due **\$173.00**

Due date **21 Jun 2021**

Hollindale, Karen							
Concessional Contribution Cap	30,000.00	30,000.00	25,000.00	25,000.00	25,000.00	25,000.00	
Concessional Contribution	0.00	0.00	0.00	0.00	0.00	27,104.12	
Unused Concessional Contribution	0.00	0.00	0.00	25,000.00	25,000.00	0.00	
Cumulative Carry Forward Unused	N/A	N/A	N/A	0.00	25,000.00	50,000.00	
Maximum Cap Available	30,000.00	30,000.00	25,000.00	25,000.00	50,000.00	75,000.00	47,895.88 Below Cap
Total Super Balance	0.00	0.00	0.00	0.00	0.00	0.00	

NCC Bring Forward Caps

Member	Bring Forward Cap	2018	2019	2020	2021	Total	Current Position
Hollindale, Garth	N/A	0.00	0.00	0.00	22,464.48	N/A	Bring Forward Not Triggered
Hollindale, Karen	N/A	0.00	0.00	0.00	0.00	N/A	Bring Forward Not Triggered

Hollindale, Garth

Date	Transaction Description	Contribution Type	Ledger Data				SuperStream Data					
			Concessional	Non-Concession	Other	Reserves	Contribution	Employer	Concessional	Non-Concess	Other	
21/02/2021		Personal - Concessional	1,000.00									
24/02/2021		Personal - Concessional	495.00									
28/03/2021		Personal - Concessional	24,000.00									
03/05/2021	contribution	Personal - Concessional	6,743.40									
09/06/2021	contribution	Personal - Non-Concessional		20,902.48								
30/06/2021	formation cost	Personal - Non-Concessional		1,562.00								
Total - Hollindale, Garth			32,238.40	22,464.48	0.00	0.00				0.00	0.00	0.00

Hollindale, Karen

Date	Transaction Description	Ledger Data				SuperStream Data					
		Contribution Type	Concessional	Non-Concession	Other	Reserves	Contribution	Employer	Concessional	Non-Concess	Other
03/05/2021	contribution	Personal - Concessional	24,756.60								
09/06/2021	contribution	Personal - Concessional	2,347.52								
Total - Hollindale, Karen			27,104.12	0.00	0.00	0.00			0.00	0.00	0.00
Total for All Members			59,342.52	22,464.48	0.00	0.00					



Australian Government
Australian Taxation Office

Agent HERRON ACCOUNTANTS
Client GARTH HOLLINDALE
TFN 203804437

Carry forward concessional contributions

Decisions made with this information can have tax consequences.

The contributions data that appears on this screen has been reported to us by your client's super fund (or funds), and we have determined them to be concessional contributions.

Your client's total superannuation balance affects their unused concessional contributions cap.

Financial year

2020-21

i Your client has unused concessional contributions cap. Check if they are eligible.

Total carry forward concessional contributions cap	\$50,000.00
Concessional contributions counting towards your client's cap	\$22,895.88
Unused concessional contributions cap available to carry forward	\$27,104.12

Key messages:

- > If your client's Total superannuation balance is:
 - > less than \$500,000 on 30 June of the previous financial year, they are eligible to carry forward their unused concessional contributions.
 - > \$500,000 or more on 30 June of the previous financial year, they are not eligible to carry forward their unused concessional contributions.
- > If your client makes concessional contributions in excess of their annual cap for the current year, they may be able to use their carry forward amounts (if they meet the eligibility criteria).
- > Concessional contributions made to a self-managed super fund will not be displayed until reported to us in the annual return.
- > Refer your client to their own records or contact their fund (or funds) (after 31 October) to obtain more up-to-date information. You may also like to recommend they seek professional advice.

Financial year period	Concessional contributions cap	Contributions counting towards your client's cap	Unused concessional contributions cap
01/07/2019 - 30/06/2020	\$25,000.00	\$13,590.63	\$11,409.37
01/07/2018 - 30/06/2019	\$25,000.00	\$9,305.25	\$15,694.75

Data last updated **03 July 2021**



Total superannuation balance

Your client's total superannuation balance is used to determine their eligibility to make contributions, receive co-contributions, and their spouse's eligibility to claim a tax offset for spouse contributions they make. For your clients who are members of a self-managed super fund, or small APRA fund, the trustee of the fund will also use their members' total superannuation balance to determine whether the segregated assets method can be used to calculate exempt current pension income.

Date generated 14/07/2021
Total superannuation balance as at 30/06/2020 \$260,516.69

Financial year 2019 - 2020

Accumulation phase	\$260,516.69 CR
Fund	SUNSUPER SUPERANNUATION FUND
USI	98503137921001
Account number	007893373_SOL
Amount	\$260,516.69 CR
Total superannuation balance as at 30 June 2020	\$260,516.69 CR

Financial year 2018 - 2019

Accumulation phase	\$254,103.38 CR
Fund	SUNSUPER SUPERANNUATION FUND
USI	98503137921001
Account number	007893373_SOL
Amount	\$254,103.38 CR
Total superannuation balance as at 30 June 2019	\$254,103.38 CR

Financial year 2017 - 2018

Accumulation phase	\$227,051.08 CR
Fund	THE TRUSTEE FOR SUNSUPER SUPERANNUATION FUND
USI	98503137921001
Account number	007893373
Amount	\$227,051.08 CR
Total superannuation balance as at 30 June 2018	\$227,051.08 CR

Financial year 2016 - 2017

Accumulation phase	\$198,856.61 CR
Fund	THE TRUSTEE FOR SUNSUPER SUPERANNUATION FUND
USI	98503137921001
Account number	007893373
Amount	\$198,856.61 CR
Total superannuation balance as at 30 June 2017	\$198,856.61 CR



Australian Government
Australian Taxation Office

Agent HERRON ACCOUNTANTS
Client KAREN HOLLINDALE
TFN 184742522

Carry forward concessional contributions

Decisions made with this information can have tax consequences.

The contributions data that appears on this screen has been reported to us by your client's super fund (or funds), and we have determined them to be concessional contributions.

Your client's [total superannuation balance](#) affects their [unused concessional contributions cap](#).

Financial year

2020-21

i Your client has unused concessional contributions cap. Check if they are eligible.

Total carry forward concessional contributions cap	\$50,000.00
Concessional contributions counting towards your client's cap	\$17,761.60

Unused concessional contributions cap available to carry forward **\$32,238.40**

Key messages:

- > If your client's Total superannuation balance is:
 - > less than \$500,000 on 30 June of the previous financial year, they are eligible to carry forward their unused concessional contributions.
 - > \$500,000 or more on 30 June of the previous financial year, they are not eligible to carry forward their unused concessional contributions.
- > If your client makes concessional contributions in excess of their annual cap for the current year, they may be able to use their carry forward amounts (if they meet the eligibility criteria).
- > Concessional contributions made to a self-managed super fund will not be displayed until reported to us in the annual return.
- > Refer your client to their own records or contact their fund (or funds) (after 31 October) to obtain more up-to-date information. You may also like to recommend they seek professional advice.

Financial year period	Concessional contributions cap	Contributions counting towards your client's cap	Unused concessional contributions cap
01/07/2019 - 30/06/2020	\$25,000.00	\$7,791.36	\$17,208.64
01/07/2018 - 30/06/2019	\$25,000.00	\$9,970.24	\$15,029.76

Data last updated **05 June 2021**



Total superannuation balance

Your client's total superannuation balance is used to determine their eligibility to make contributions, receive co-contributions, and their spouse's eligibility to claim a tax offset for spouse contributions they make. For your clients who are members of a self-managed super fund, or small APRA fund, the trustee of the fund will also use their members' total superannuation balance to determine whether the segregated assets method can be used to calculate exempt current pension income.

Date generated 14/07/2021
Total superannuation balance as at 30/06/2020 \$180,042.36

Financial year 2019 - 2020

Accumulation phase	\$180,042.36 CR
Fund	QSUPER ACCUMULATION ACCOUNT
USI	60905115063001
Account number	GSUP H03597
Amount	\$11,372.78 CR
Fund	QSUPER ACCUMULATION ACCOUNT
USI	60905115063001
Account number	GSUP J33016
Amount	\$28,399.04 CR
Fund	QSUPER ACCUMULATION ACCOUNT
USI	60905115063002
Account number	GSUP E95730
Amount	\$18,269.50 CR
Fund	QSUPER ACCUMULATION ACCOUNT
USI	60905115063002
Account number	GSUP 477845
Amount	\$122,001.04 CR
Total superannuation balance as at 30 June 2020	\$180,042.36 CR

Financial year 2018 - 2019

Accumulation phase	\$171,382.15 CR
Fund	QSUPER ACCUMULATION ACCOUNT
USI	60905115063001
Account number	GSUP H03597
Amount	\$11,402.24 CR
Fund	QSUPER ACCUMULATION ACCOUNT
USI	60905115063001
Account number	GSUP J33016
Amount	\$18,126.70 CR
Fund	QSUPER ACCUMULATION ACCOUNT
USI	60905115063002
Account number	GSUP E95730
Amount	\$18,316.84 CR
Fund	QSUPER ACCUMULATION ACCOUNT
USI	60905115063002
Account number	GSUP 477845
Amount	\$123,287.75 CR
Fund	AUSFUND
USI	APF0100AU
Account number	12022803
Amount	\$248.62 CR
Total superannuation balance as at 30 June 2019	\$171,382.15 CR

Financial year 2017 - 2018

Accumulation phase	\$150,138.42 CR
Fund	QSUPER
USI	60905115063001
Account number	GSUP J33016
Amount	\$8,183.15 CR
Total superannuation balance as at 30 June 2018	\$150,138.42 CR

Fund	QSUPER
USI	60905115063001
Account number	GSUP H03597
Amount	\$10,216.51 CR
Fund	QSUPER
USI	60905115063002
Account number	GSUP E95730
Amount	\$16,412.05 CR
Fund	QSUPER
USI	60905115063002
Account number	GSUP 477845
Amount	\$111,356.38 CR
Fund	THE TRUSTEE FOR SUNSUPER SUPERANNUATION FUND
USI	98503137921001
Account number	902030409
Amount	\$3,729.59 CR
Fund	THE TRUSTEE FOR AUSTRALIA'S UNCLAIMED SUPER FUND
USI	APF0100AU
Account number	12022803
Amount	\$240.74 CR
Total superannuation balance as at 30 June 2018	\$150,138.42 CR

Financial year 2016 - 2017

Accumulation phase	\$133,802.34 CR
Fund	QSUPER
USI	60905115063002
Account number	GSUP 477845
Amount	\$106,093.98 CR
Total superannuation balance as at 30 June 2017	\$133,802.34 CR

Fund	QSUPER
USI	60905115063001
Account number	GSUP H03597
Amount	\$8,483.64 CR

Fund	QSUPER
USI	60905115063002
Account number	GSUP E95730
Amount	\$15,504.56 CR


Fund	THE TRUSTEE FOR KINETIC SUPERANNUATION FUND
USI	PSL0001AU
Account number	451558756
Amount	\$3,483.09 CR

Fund	THE TRUSTEE FOR AUSTRALIA'S UNCLAIMED SUPER FUND
USI	APF0100AU
Account number	12022803
Amount	\$237.07 CR

Total superannuation balance as at 30 June 2017	\$133,802.34 CR
--	------------------------

Trustee declaration

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

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



Who should complete this declaration?

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

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

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

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

You must also complete the declaration if you:

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

Understanding your obligations

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

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

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Before completing this declaration

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

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

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

When completing this declaration

When you complete this declaration, remember to:

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

What should you do with the declaration?

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

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



Self-managed super fund trustee declaration

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

Fund name

KGHOLLINDALE SUPERANNUATION FUND

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

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

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

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

Sole purpose

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

Trustee duties

I understand that by law I must at all times:

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

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

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

Accepting contributions and paying benefits

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

Investment restrictions

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

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

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

Administration

I understand that the trustees of the fund must:

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

DECLARATION


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

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

Trustee's or director's name

KAREN PETA HOLLINDALE

Trustee's or director's signature



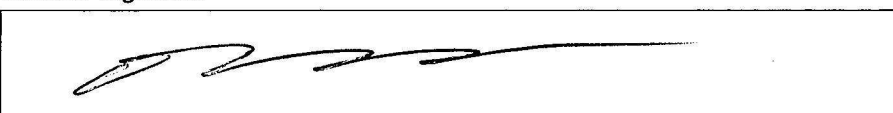
Date

Day Month Year
 09 / 10 / 2020

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

Lee Ho (Eddy) Lee

Witness' signature




Date

Day Month Year
 30 / 10 / 2020

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DECLARATION

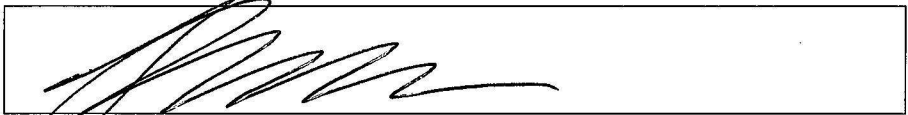
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Trustee's or director's name

GARTH MICHAEL HOLLINDALE

Trustee's or director's signature



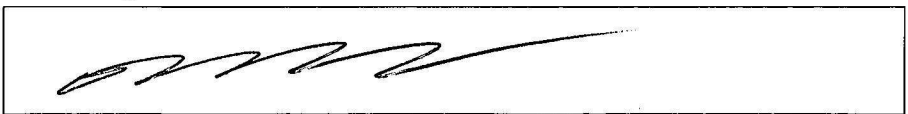
Date

Day: 29 / Month: 10 / Year: 2020

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

Lee Ho (Zddy Lee)

Witness' signature



Date

Day: 29 / Month: 10 / Year: 2020

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

KGHollindale Superannuation Fund

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

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REFERENCE SCHEDULE

GOVERNING RULES

This Deed is dated the day of .

PARTIES

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

BACKGROUND

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

1. OPERATIVE PROVISIONS

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

2. INTERPRETATION AND DEFINITIONS

2.1 Interpretation

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

- (a) The singular includes the plural and vice versa;
- (b) Headings are for convenience and reference only and do not affect the interpretation of this Deed;
- (c) A reference to a clause, paragraph, sub-paragraph or schedule is a reference to a clause, paragraph, sub-paragraph or schedule of this Deed;
- (d) An expression importing a natural person includes a body corporate, partnership, joint venture, association or other legal entity;
- (e) A reference to a statute, statutory provision or regulation or other instrument includes all amendments, consolidations or replacements thereof and includes all other declarations, modifications or other statutory instruments made under them;
- (f) A reference to a party includes that party's executors, Legal Personal Representatives, successors and permitted assigns;
- (g) A covenant or agreement on the part of or for the benefit of two or more persons binds or benefits them jointly and severally;
- (h) A reference to a body, whether statutory or not, that has ceased to exist or whose powers or functions are transferred to another body, is a reference to the body which replaces it or which

substantially succeeds to its powers or functions;

- (i) "Including" and similar expressions are not words of limitation; and
- (j) Any word or expression which is defined in the Act has in this Deed the meaning given to it by the Act. To the extent that a meaning given to a word or expression in this Deed is inconsistent with the meaning given to it by the Act the meaning given by the Act prevails unless the contrary intention appears. Where more than one meaning may be given then the Trustee may determine which meaning applies.
- (k) A reference to any statute includes any legislative instrument and regulation made under it.

2.2 Definitions

The following words have the following meanings unless the contrary intention appears and subject to this paragraph 2.

"Act" means the SIS Act (and includes the SIS Regulations), the Superannuation Guarantee (Administration) Act 1992 (Cth), the Tax Act, Veterans' Entitlements Act 1986 (Cth), Social Security Act 1991 (Cth), Family Law Act 1975 (Cth), Corporations Act 2001 (Cth), Superannuation (Self Managed Superannuation Funds) Taxation Act 1987 (Cth), Superannuation (Self Managed Superannuation Funds) Supervisory Levy Imposition Act 1991 (Cth), Superannuation (Unclaimed Money and Lost Members) Act 1999 (Cth) and any other legislation (as may be amended from time to time) that applies to a Self Managed Superannuation Fund and includes any regulations, declarations or orders, exemptions or modifications made under those Acts or any other law, or any requirement of the Regulator, including those which the Fund must satisfy to qualify for the concessional tax treatment available to a self managed superannuation fund; which the Trustee or the Fund must comply with to avoid any penalty or disadvantage which might be incurred in connection with the operation of the Fund, or which otherwise have application to the entitlement of a Member or other person to a tax deduction in respect of the Fund.

"Account based pension" means a pension first provided on or after 1 July 2007 in accordance with SIS Regulation 1.06(9A)(a) that meets the applicable standards of the SIS Regulation 1.06(9A) or which otherwise meets the requirements for an account based pension under the SIS Regulations.

"Auditor" means an approved self managed superannuation fund auditor as defined in section 10 SIS Act.

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

"Benefit" or **"benefit"** means an amount payable to or in respect of a Member by the Trustee from the Fund.

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

"Child" has the meaning in the SIS Act.

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

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

"Condition of Release" has the meaning in SIS Regulation 6.01(2).

"Deed" means this Deed or any alteration to, addition to or variation made to it from time to time except where the context otherwise requires.

"Dependant" means in relation to a Member or former Member:-

- (a) the Spouse or widow of a deceased Member;
- (b) a Child of a Member or a former Member;
- (c) any person with whom the Member is or was in an Interdependency Relationship at the relevant time; and
- (d) any person who, in the Trustee's opinion, was financially dependent on the Member at the applicable time.

"Eligible Person" means any person who may be admitted to membership and whose admission would not cause the Fund to be in breach of the Superannuation Conditions.

"Eligible Recipient" means a Member, the Legal Personal Representative of a Member, a Dependant of a Member, a Pensioner, a Reversionary Beneficiary or any other person who is or may become entitled to the payment of their benefit from the Fund, subject to the Superannuation Conditions.

"Employee" has the meaning in section 10 SIS Act.

"Employer" has the meaning in section 10 SIS Act.

"Equalisation Account" means an account kept in accordance with sub-paragraph 33.3.

"Financial Year" means the accounting period selected by the Trustee for the Fund. It must not exceed twelve months and may at times be less than twelve months.

"Gainful Employment" means employment or self employment for gain or reward in any business, trade, calling or occupation or employment as required by the Superannuation Conditions.

"General Transfer Balance Cap" has the meaning given by section 294.35 ITAA 1997

"Income stream" includes a pension and an annuity.

"Interdependency Relationship" has the meaning in section 10A SIS Act.

"Legal Personal Representative" has the meaning in section 10 SIS Act.

"Member" means a person who has been admitted to the Fund and where the context so requires or permits or the SIS Act or Superannuation Conditions requires, includes a former Member and a Pensioner or their Legal Personal Representative.

"Member Account" means a Member's accumulation account or pension account recorded by the Trustee, as applicable.

"Member's Benefit" in respect of a Member is the net amount standing to the Member's credit in that Member's accounts including the Employer's contribution account (if any), the Member's contribution account and the vested Employer's contribution account (if any) plus the realisable value (if any) at that time of any policy of insurance owned by the Trustee on the life of that Member or paid for out of that Member's Employer's contribution account (if any), Member's contribution account or vested Employer's contribution account (if any) or other Member's account.

"Minor" means a person under 18 years of age.

"Nomination" has the meaning given by sub-paragraph 28.1.

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

"Payment Split" has the meaning in the Family Law Act 1975.

"Pensioner" means a member eligible to receive or is receiving benefits that are payable as a pension, former Member or the Dependant of a deceased Member, former Member or Pensioner who is in receipt of or who is entitled to a pension.

"Permanent Incapacity" has the meaning in the SIS Regulations and **"Permanently Incapacitated"** has a corresponding meaning.

"Policies" or **"Policy"** means any type of insurance policy in respect of a risk on the Member's life and/or Member's medical condition (or a former Member) for incapacity of any nature including without limitation total and permanent disablement, permanent incapacity, temporary incapacity or any other insurance policy whether in respect of a Member or the Fund, its risks and other liabilities.

"Preservation age" has the meaning in the SIS Regulations.

"Preserved" means the portion of an account or a benefit that is preserved for the benefit of a Member under the Superannuation Conditions.

"Prior Governing Rules" means rules of the Fund that applied immediately before the date of this Deed, if any.

"Regulated Superannuation Fund" has the meaning in the Superannuation Conditions.

"Regulator" means the Regulator defined in the Act and includes the Commissioner of Taxation, the Australian Prudential Regulation Authority, or the Australian Securities & Investments Commission, as may be appropriate having regard to the provisions of the Act and the nature of the Fund, and any other governmental authority responsible for administering or regulating the laws or rules relating to superannuation funds including the taxation of superannuation funds.

"Related Party" has the meaning in section 10 SIS Act.

"Request" has the meaning given by sub-paragraph 26.5.

"Reserve Account" means an account referred to in sub-paragraph 19.1(d) or otherwise established to hold reserves under this Deed.

"Retirement" has the meaning given by the SIS Regulations and **"Retire"** has a corresponding meaning.

"Reversionary Beneficiary" means a Dependant who becomes entitled to a benefit in respect of a superannuation interest of a Member, when the Member dies.

"Self Managed Superannuation Fund" has the meaning in the SIS Act.

"SIS Act" means the Superannuation Industry (Supervision) Act 1993 (Cth) as amended from time to time and the SIS Regulations from time to time made in accordance with that Act.

"SIS Regulations" mean the regulations made under the SIS Act as amended from time to time and includes any applicable modification declaration.

"Splittable Contribution" has the meaning in the SIS Regulations.

"Spouse" has the meaning in section 10 SIS Act.

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

"Superannuation Conditions" subject to paragraph 2.4 means:-

- (a) any relevant requirement of the Act or proposed changes to the Act that apply;
- (b) any determination or other writing of the Regulator that the Trustee considers is applicable to the Fund;
- (c) any other ruling or requirement relating to self-managed superannuation funds in respect of the above matters that in the Trustee's opinion should be complied with;
- (d) any proposed requirements of the Regulator that may apply to the Fund which the Trustee determines should be complied with to obtain maximum tax concessions for the Fund; and
- (e) any provision of the Act or proposed requirement that must be complied with for an Employer or Member to obtain a tax deduction in respect of contributions to the Fund unless the Employer or Member, as applies, does not seek a tax deduction.

"Tax Act" means the Income Tax Assessment Act 1936, Income Tax Assessment Act 1997 (**"ITAA 1997"**) and Taxation and Administration Act 1953 as applicable including regulations made under each statute.

"Temporary Incapacity" has the meaning in SIS Regulation 6.01(2).

"Transfer Balance Cap" has the meaning given by section 294.35 and modified by section 294.185 ITAA 1997.

"Transfer Balance Account" means an account that arises under section 294.15 ITAA 1997

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

"Unrestricted Non-Preserved Benefit" has the meaning in the SIS Regulations

2.3 Compliance

Despite any other provision of this Deed, including any provision (other than paragraph 3) which states that it is to apply despite any other provision of this Deed:-

- (a) subject to this paragraph, the Trustee must comply with the Superannuation Conditions that apply to the Fund and this Deed is subject to the applicable requirements of the Act.
- (b) all standards, covenants and other requirements of the Act that must be included in this Deed from time to time for the Fund to be a Complying Fund ("Mandatory Provisions") are deemed to be included in this Deed, whether or not they are specified in the Deed. If there is any inconsistency between any Mandatory Provision and any other provision of this Deed, the Mandatory Provision prevails and the other provisions of this Deed are modified or deleted to the extent of the inconsistency. However, if a Mandatory Provision is no longer required to be included or the Regulator does not require it to be included or complied with, then that Mandatory Provision ceases to be included.
- (c) if a provision of this Deed would otherwise be invalid in whole or in part because it subjects the Trustee to direction by another person then the provision is taken not to subject the Trustee to direction by that person but to give the Trustee the power to treat such a direction as a request only.
- (d) if a provision of this Deed would otherwise be invalid in whole or in part because it permits a person to exercise a discretion without the consent of the Trustee then that provision is taken to require the Trustee's consent for the exercise of the discretion.
- (e) the Trustee
 - (i) may do or procure to be done any acts, matters or things that in the opinion of the Trustee may be necessary or desirable to comply with the Superannuation Conditions;
 - (ii) must refrain from doing any act, matter or thing that would result in a breach of the Superannuation Conditions; and
 - (iii) must do everything required to enable the Fund to become and continue to be a Complying Fund for the purposes of the SIS Act.
- (f) for any period that the Fund is no longer a Self Managed Superannuation Fund and if there are no more than the maximum number of members required for the Fund to be or remain a Self Managed Superannuation Fund under the SIS Act and provided that the trustee is licensed or approved by the Australian Prudential Regulation Authority to act as trustee of such fund, then this Deed shall be interpreted accordingly and may be amended as necessary to ensure that the Fund remains a Complying fund.

2.4 Inconsistencies with the Superannuation Conditions

- (a) Where it appears to the Trustee that there is any inconsistency or difference between:-
 - (i) any provision of any applicable legislation or other laws *and* another provision or provisions;
 - (ii) the rulings of the Regulator *and* other rulings of the Regulator;
 - (iii) a provision of this Deed *and* another provision of this Deed; and/or

- (iv) anything referred to in any of the above sub-paragraphs, *and* any other thing referred to any other sub-paragraph,

then, subject to the Superannuation Conditions, the Trustee may determine, either generally or in respect of any particular application, in their absolute discretion, which provision or ruling applies and the Deed must be construed accordingly.

- (b) Some clauses or sub-paragraphs of this Deed are explicitly stated to be subject to the Superannuation Conditions, however, this is not to imply that other provisions of this Deed are not subject to those conditions where more general provisions require that they are subject to those conditions.

2.5 Proper Law

This Deed is governed and construed and takes effect in accordance with the laws of the State or Territory of residence of the Trustee or if the Trustee is a Constitutional Corporation, the State or Territory of the address of its registered office unless the Trustee resolves otherwise. Any person having or claiming any interest under this Deed must submit to the jurisdiction of the courts of that State or Territory.

2.6 Saving Provision

To the extent any provision of this Deed would be void or invalid, but for this sub-paragraph ("an invalid provision"):-

- (a) where a reading down or limitation of the operation of the invalid provision would remove the voidness or invalidity, that must be done in construing the Deed;
- (b) where it is not possible to apply sub-paragraph (a), the invalid provision is severed from the Deed; and
- (c) in any event, an invalid provision does not affect the continued operation of the remainder of the Deed.

2.7 Trustee must comply with the Law

The Trustee is not in breach of this Deed if the breach arises from an act or failure that the Regulator waives or does not enforce or in respect of which the Regulator has approved a rectification plan.

2.8 Power to comply with Family Law

The Trustee may do anything that it considers necessary to comply with the SIS Act and Part VIII B Family Law Act 1975 (Cth).

3. SOLE PURPOSE TEST

3.1 Core Purposes

The Trustee must ensure that the Fund is maintained solely for one or more of the core purposes or both one or more of the core purposes and for one or more of the ancillary purposes provided in the SIS Act.

3.2 Sole Purpose

Despite any other provision of this Deed, the Trustee must be a Constitutional Corporation unless the Trustees are individuals in which case the sole or primary purpose of the Fund is the provision of Old-Age Pensions.

4. CONSTITUTION OF FUND

4.1 Trusts

The assets of the Fund are vested in the Trustee who stands possessed of the same upon trust to apply the same in the manner and for the objects and purposes of the Fund as set out in this Deed and any amendment.

4.2 Perpetuities

The Fund must be terminated if the rule of law known as the rule against perpetuities applies to the Fund, on the expiration of the maximum period allowed under that rule for the duration of the trusts established under this Deed.

4.3 Trustee

The Trustee may create sub-funds separately for each Member or more than one Member or maintain one fund for the benefit of all Members. A sub-fund must have an investment strategy and accounts for it in the books and records of the Fund and only the Member or Members of that sub-fund have an interest in it.

5. NOTICE OF ELECTION

5.1 Trustee to give notice to become a Regulated Superannuation Fund

The Trustee must give to the Regulator the appropriate notice electing that the SIS Act is to apply in relation to the Fund.

6. STATUTORY COVENANTS

6.1 Section 52B SIS Act

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

Covenants to be included in governing rules - self managed superannuation funds
Governing rules taken to contain covenants

(1) *If the governing rules of a self managed superannuation fund do not contain covenants to the effect of the covenants set out in this section, those governing rules are taken to contain covenants to that effect.*

The covenants

(2) *The covenants referred to in subsection (1) are the following covenants by each trustee of the fund:*

- (a) *to act honestly in all matters concerning the fund;*
- (b) *to exercise, in relation to all matters affecting the fund, the same degree of care, skill and diligence as an ordinary prudent person would exercise in dealing with property of another for whom the person felt morally bound to provide;*
- (c) *to perform the trustee's duties and exercise the trustee's powers in the best interests of the beneficiaries;*
- (d) *to keep the money and other assets of the fund separate from any money and assets, respectively:*
 - (i) *that are held by the trustee personally; or*
 - (ii) *that are money or assets, as the case may be, of a standard employer-sponsor, or an associate of a standard employer-sponsor, of the fund;*
- (e) *not to enter into any contract, or do anything else, that would prevent the trustee from, or hinder the trustee in, properly performing or exercising the trustee's functions and powers;*
- (f) *to formulate, review regularly and give effect to an investment strategy that has regard to the whole of the circumstances of the fund including, but not limited to, the following:*
 - (i) *the risk involved in making, holding and realising, and the likely return from, the fund's investments, having regard to its objectives and its expected cash flow requirements;*

- (ii) *the composition of the fund's investments as a whole including the extent to which the investments are diverse or involve the fund in being exposed to risks from inadequate diversification;*
 - (iii) *the liquidity of the fund's investments, having regard to its expected cash flow requirements;*
 - (iv) *the ability of the fund to discharge its existing and prospective liabilities;*
- (g) *if there are any reserves of the fund--to formulate, review regularly and give effect to a strategy for their prudential management, consistent with the fund's investment strategy and its capacity to discharge its liabilities (whether actual or contingent) as and when they fall due;*
- (h) *to allow a beneficiary of the fund access to any prescribed information or any prescribed documents.*

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

(3) *A covenant referred to in paragraph (2)(e) does not prevent the trustee from engaging or authorising persons to do acts or things on behalf of the trustee.*

Covenant referred to in paragraph (2)(f)

(4) *An investment strategy is taken to be in accordance with paragraph (2)(f) even if it provides for a specified beneficiary or a specified class of beneficiaries to give directions to the trustee, where:*

- (a) *the directions relate to the strategy to be followed by the trustee in relation to the investment of a particular asset or assets of the fund; and*
- (b) *the directions are given in circumstances prescribed by regulations made for the purposes of this paragraph.*

7. STATUTORY REQUIREMENTS

7.1 Self Managed Superannuation Fund

Subject to sub-paragraph 3.2 and despite any other provision of this Deed, the Trustee is empowered to do all things necessary to be done by it to ensure that the Fund satisfies the conditions applicable to Self Managed Superannuation Funds regulated in accordance with the SIS Act.

8. ALTERATIONS TO THE DEED

8.1 Methods to alter Deed

- (a) Subject to this paragraph 8 and the Superannuation Conditions, this Deed may be amended:-
- (i) *by deed executed by the Trustee and, where the Superannuation Conditions require it, with the consent of the Members; or*
 - (ii) *by oral or written resolution of the Trustee and subject to compliance with the Superannuation Conditions.*

- (b) For the purposes of this paragraph 8, "amend" includes any addition, variation, modification, alteration or deletion.

8.2 Effective Date

An amendment may be made with immediate or prospective effect. It may be made with retrospective effect unless retrospective effect is not permitted by law.

8.3 Prohibition

Subject to the Superannuation Conditions, this Deed must not be amended in such a way that:-

- (a) *a person other than a Constitutional Corporation would be eligible to be appointed as Trustee unless the Deed or any amending deed, provides and will continue to provide after the amendment is made, that the Fund has, as its sole or primary purpose, the provision of Old-Age*

Pensions;

- (b) the sole or primary purpose of the Fund would be a purpose other than the provision of Old-Age Pensions unless the Deed or any amending deed provides and will continue to provide after the amendment is made, that the Trustee must be a Constitutional Corporation; or
- (c) reduces a Member's accrued benefit without the Member's consent or causes a breach of the rule against perpetuities.

8.4 Notice to be given to Members following alteration

The Trustee must give to each Member such information or notice in respect of the amendments as may be required by the Superannuation Conditions.

8.5 Amendments affecting Member specific assets to be considered

The Trustee must, when amending this Deed, consider provisions of this Deed, if any, requiring assets to be held for a specific Member pursuant to sub-paragraph 15.6(e) or otherwise held by the Trustee for a specific Member.

9. MEMBERSHIP

9.1 Eligibility

Subject to the Superannuation Conditions:-

- (a) any Eligible Person may make an application in writing to the Trustee in a form approved by the Trustee from time to time to join the Fund; or
- (b) a person may be deemed by the Trustee to be a Member if, despite sub-paragraph 9.1(a), a contribution has been accepted by the Trustee in respect of that Member and the Trustee resolves at any time that the person is approved as a Member.

9.2 Trustee may accept or refuse

The Trustee may accept or refuse any application for membership in the Trustee's absolute discretion by written resolution and must notify the person of its decision. The Trustee is not required to give any reason for any refusal.

9.3 Member bound by Deed

A person upon becoming a Member is deemed to have consented to and to be bound by the provisions of the Deed.

9.4 Minors

Subject to the Superannuation Conditions:-

- (a) A Minor may be a Member of the Fund.
- (b) The Minor's parent or guardian must make the application for the Minor to become a Member, in a form approved by the Trustee.
- (c) Decisions in relation to the Minor's membership must be made by the Minor's parent or guardian until the Minor is 18 years or after the Minor is 16 years provided that the parent or guardian notifies the Trustee in writing that the Minor will be making decisions in relation to the Minor's membership.
- (d) When the Minor is 18 years the Minor becomes a director of the Trustee of the Fund (or a Trustee) provided that the Trustee has done everything necessary to appoint the Minor as a director of the Trustee (or as a Trustee) however this does not apply if the Minor is not permitted by the Superannuation Conditions to become a trustee of the Fund and in that case, any person permitted by the Act may be a trustee or a director of the corporate trustee of the Fund.

10. TRUSTEES

10.1 Who can be Trustee

Subject to sub-paragraph 3.2:-

- (a) if the Trustee is a Constitutional Corporation, each Member of the Fund must be a director of that corporation however this does not apply to a Member under a legal disability or otherwise not permitted to become a director of the Trustee of the Fund and in that case any person permitted by the SIS Act may be a director of the corporate trustee instead of that Member; or
- (b) if the Trustees are individuals, each Member of the Fund must be a Trustee however this does not apply to a Member under a legal disability or otherwise not permitted to become a Trustee of the Fund and in that case any person permitted by the Act may be a trustee instead of that Member.

10.2 Trustees and SMSF requirements

- (a) The provisions of section 17A SIS Act identify the conditions that must be met for the Fund to become or remain a Self Managed Superannuation Fund.
- (b) If the Fund has individual trustees, the number of Trustees must be more than one but fewer than the maximum number permitted by the SIS Act. If the Fund has a corporate trustee, an additional trustee may not be appointed. The combination of a corporate trustee and an individual trustee is not permitted.

10.3 Written consent of Trustee required

A person or a corporate trustee and its directors must consent to their appointment in writing prior to the appointment being made as provided by section 118 SIS Act.

10.4 Consent of new Members to Trustee

A person joining the Fund as a Member consents, as a condition of joining the Fund:-

- (a) to the Trustee, at the date of the Member so joining, continuing to act as Trustee; and
- (b) to being appointed as a Trustee of the Fund, or if the Trustee is a Constitutional Corporation, to being appointed as a director of that body corporate;

unless that Member is under a legal disability.

10.5 Chairperson

The chairperson of any meeting of the Trustee that is not a Constitutional Corporation does not have in that capacity any second or casting vote.

10.6 Meetings of Members

The Trustee may establish procedures and policies for the regulation of meetings of Members.

10.7 Decisions of Trustee

If required by the Superannuation Conditions, a decision of:-

- (a) the individual Trustees of the Fund; or
- (b) the board of directors of the corporate Trustee of the Fund;

must be taken not to have been made, or to be of no effect, if fewer than two thirds of the total number of the Trustees or directors, as the case requires, voted for it. Otherwise a majority vote is sufficient.

10.8 Vacancy in Office of Trustee

Subject to the Superannuation Conditions:-

- (a) if a person who is a Trustee:-
 - (i) dies;
 - (ii) becomes subject to a legal disability;

- (iii) retires by written notice to the Members and any other Trustee;
 - (iv) is a disqualified person within the meaning of the SIS Act;
 - (v) is suspended or removed under the SIS Act;
 - (vi) has tenure of their office as a Trustee expire; or
 - (vii) is removed from office by written notice of at least two thirds of Members to the Trustee;
- then that person immediately ceases being a trustee.
- (b) if a corporate Trustee is liquidated, in administration or receivership or proceedings are commenced for its winding up, then the corporate Trustee must immediately cease acting as a trustee.
 - (c) if the Trustee's continuance in office would result in the Fund no longer satisfying the conditions of the SIS Act applicable to Self Managed Superannuation Funds, then that Trustee must immediately cease acting as a trustee.
 - (d) if a Member has died, the deceased Member's Legal Personal Representative may exercise the decision making power of that Member as if that Member had not died.
 - (e) if a Member is under a legal disability the Member's Legal Personal Representative may exercise the decision making power of that Member
 - (f) if a Member dies or is subject to a legal disability and the Trustee is a corporate trustee, then the Legal Personal Representative of that Member may be appointed as a director subject to that corporate trustee's constitution.
 - (g) the parent or guardian of a Member who is under 18 and who does not otherwise have a Legal Personal Representative may be appointed as a Trustee or a director of the corporate Trustee.
 - (h) if a Legal Personal Representative of a deceased Member is appointed as a Trustee because of their position as the Member's Legal Personal Representative, then that person may only remain a trustee for no longer than the Superannuation Conditions permit.
 - (i) if a Legal Personal Representative of a Member who is subject to a legal disability is appointed as a Trustee because of their position as the Member's Legal Personal Representative, then that person may only remain a trustee for so long as the Superannuation Conditions permit.

10.9 Self Managed Superannuation Fund – Removal and Appointment of Trustee

- (a) Any appointment or removal of a Trustee or a director of a body corporate Trustee must be made in such manner as will satisfy the provisions of the SIS Act applicable to Self Managed Superannuation Funds.
- (b) Subject to the SIS Act, in addition to any other method provided in this Deed, the Members have the power to appoint a Trustee(s) or an additional Trustee(s) and to remove a Trustee(s) by:-
 - (i) a written resolution of at least two-thirds of the Members; or
 - (ii) a Deed signed by the Members, the Trustee to be appointed and the Trustee at that time or by their duly appointed attorney, Legal Personal Representative, parent or guardian as may be appropriate. If a Trustee's or a director of a corporate Trustee's office is vacated arising from an event described in sub-paragraph 10.8(a) or 10.8(b) or if a corporate Trustee is deregistered, the signing by that Trustee or director is not required.
- (c) A person cannot be appointed as trustee or a director of a corporate trustee, or cannot continue to act as trustee or director of a corporate trustee if they are not eligible to act as trustee of a Self Managed Superannuation Fund under the Superannuation Conditions.
- (d) If no person has the power under paragraph 10 to appoint a trustee, then the Legal Personal Representative of the last Member who is legally capable of signing a document, has that power.
- (e) For clarity, a Legal Personal Representative of a Member appointed under an enduring power of attorney may subject to the Superannuation Conditions, appoint themselves in place of the Member who appointed the enduring attorney.

10.10 Registration

A document or deed appointing or removing a trustee does not need to be registered and any law relating to trustees concerning the registration of such documents or deeds does not apply unless the Trustee resolves otherwise, or required by a law that cannot be excluded.

10.11 Vesting Fund Assets

- (a) Unless required by law in a manner that cannot be excluded, any appointment or removal of a Trustee effected pursuant to this Deed is sufficient to vest the assets of the Fund in the relevant Trustees without any further action of any kind.
- (b) Despite sub-paragraph (a), on a change of trustees, the retiring trustee or trustee removed must sign all documents and provide all consents necessary to transfer title of all Fund assets to the new and/or continuing trustee.

11. LIMITATION OF LIABILITY

This paragraph does not apply to the extent that it is inconsistent with the Superannuation Conditions.

11.1 Limitation

- (a) Subject to sub-paragraph 11.1(b), no Trustee or, where the Trustee is a corporation, none of its directors or officers, will be personally liable for any loss, damage, detriment, mistake, omission, expense or damage or costs ("**Detriment**") whatsoever incurred by any person in connection with the Fund for any reason and without limitation including:-
 - (i) Any Detriment arising from reliance on professional advice; or
 - (ii) Any Detriment arising from the failure of an investment; or
 - (iii) Any Detriment consequent upon the Trustee complying with the Act despite the Trustee's action or inaction being a breach of this Deed.

Exception

- (b) Sub-paragraph 11.1(a) does not apply:-
 - (i) to the extent that the Detriment is due to the Trustee's, director's or officer's dishonesty or intentional or reckless failure to exercise the degree of care and diligence that the Trustee, director or officer or other person or entity was required to exercise; or
 - (ii) to the extent that the Trustee is liable under a provision of an applicable statute that cannot be excluded or which would render this clause 11 incapable of operation.

11.2 Indemnity

- (a) The Trustee and, where the Trustee is a corporation, its directors and officers are entitled, to the maximum extent permitted by law and in the circumstances referred to in sub-paragraph 11.1(a) and subject to sub-paragraph 11.1(b) to be indemnified from the Fund against all liabilities incurred by each of them or other person in connection with the execution, attempted execution, or non-execution of the Trustee's performance, powers, duties and discretions under this Deed except for an administrative penalty or a civil penalty order under the Act.

Payment and reimbursement

- (b) Subject to the Superannuation Conditions, the Trustee and, where the Trustee is a corporation, its directors and officers may recover from the Fund amounts required:-
 - (i) to meet the indemnities referred to above; and
 - (ii) to meet all liabilities whatsoever in connection with the Fund and the exercise of their powers and duties under or in connection with this Deed.
- (c) For the purpose of these indemnities, and to the maximum extent permitted by law and subject to the Superannuation Conditions, the Trustee or, where the Trustee is a corporation, its directors and officers have, and may exercise, a lien over the Fund.

12. APPROVAL OF MEMBERS

12.1 Approval of Members Generally

Subject to the Superannuation Conditions, where under the terms of this Deed, in relation to the exercise by the Trustee of any power or authority or otherwise, the resolution, consent, approval or agreement (herein referred to as "resolution") of the Members is required, the passing or rejection of that resolution must be determined by a requisite majority of Members in writing unless all Members of the Fund at the time of signature have signified their consent in writing otherwise.

12.2 Requisite Majority

In the provisions of this sub-paragraph the expression "requisite majority of Members" means:-

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

12.3 Notification to Members

The Trustee must within fourteen (14) days of any meeting held under the provisions of this sub-paragraph or such other period as may be required by the SIS Act notify all Members of the result, if required by the SIS Act.

12.4 Strict compliance not essential

Any resolution made under this sub-paragraph is not invalidated by reason of any lack or want of strict compliance with these provisions unless it is shown that there has or that there may have caused thereby some substantial and irremediable injustice.

12.5 Written Resolution

Despite this clause 12, the Members may give their unanimous approval by signing a document or counterpart documents instead.

13. TRUSTEE NOT TO BE SUBJECT TO DIRECTIONS

13.1 Direction

If the Superannuation Conditions so require, the Trustee, despite anything in this Deed to the contrary, must not be subject, in the exercise of any of the Trustee's powers under the Deed, to direction by any other person.

13.2 Direction taken to be a request

If any provision in this Deed is inconsistent with the preceding sub-paragraph then, despite such provisions, the Trustee must treat the direction as a request and the Trustee is not bound by such provision or request.

14. INVESTMENTS

14.1 Investment Strategy

The Trustee must formulate and give effect to an investment strategy in accordance with the SIS Act. Subject to the SIS Act, a Reserve Account may have a separate investment strategy.

14.2 Loans

The Trustee may not lend money to Members or others except in accordance with the Superannuation Conditions and this Deed.

14.3 Acquisition of assets from Members

The Trustee must not intentionally acquire an asset from a Related Party unless the Superannuation Conditions otherwise permit.

14.4 Borrowing

- (a) The Trustee may borrow money or maintain an existing borrowing of money and assign, pledge, mortgage or charge any of the assets of the Fund as security for any such financial accommodation, if the Superannuation Conditions permit.
- (b) Without limiting sub-paragraph 14.4(a) and subject to the Superannuation Conditions, the Trustee may raise any money in any lawful manner including by drawing, endorsing, accepting or otherwise dealing in any bill of exchange, promissory note or other negotiable instrument. The Trustee may secure the repayment of any moneys so raised with interest at such rate as the Trustee thinks fit and upon any terms and conditions in all respects as the Trustees think fit, and:-
 - (i) any money raised by the Trustees will form part of the Fund; and
 - (ii) interest payable on such borrowings as referred to in this sub-paragraph 14.4 is a proper outgoing of the Fund.

Limited Recourse Borrowing

- (c) Without limiting sub-paragraph 14.4(a) the Trustee has all the necessary powers to enter into any arrangement that complies, to the extent necessary, with sections 67A & 67B SIS Act and subject to those sections (and without limiting them) the Trustee may:-
 - (i) borrow money;
 - (ii) maintain an existing borrowing of money;
 - (iii) assign, pledge, mortgage or charge assets of the Fund as security for a borrowing or financial accommodation;
 - (iv) enter into and execute all documents including documents in connection with acquiring a beneficial interest of an original asset or replacement asset as defined in that section;
 - (v) pay the expenses incurred in any such borrowing from the borrowed money;
 - (vi) refinance or vary the terms of a borrowing; and
 - (vii) do all such things as may be ancillary or necessary including, without limitation, the variation and transposing of any asset so acquired including such acts and the entering into of such deeds or documents as may be necessary with any person or entity holding or to hold legal title to an asset referred to in those sections.

Loan Applications & Conditions

- (d) The Trustee may make a loan application to any lender and utilise the services of any custodian and make such arrangements and do such things and execute such documents as may be required to comply with any conditions of approval in respect of such loan.

Asset Title

- (e) If an asset is held in the Trustee's name for the Fund, the Trustee may transfer the legal title to a custodian trustee, subject to the Superannuation Conditions, to be held for the Trustee in its capacity as Trustee of the Fund.

14.5 In-house assets

The Trustee must take all reasonable steps to ensure that the in-house assets rule applicable to the Fund, if any, are complied with and may only invest in in-house assets if permitted by the Superannuation Conditions. Subject to those conditions the Trustee may continue to hold any existing in-house asset.

14.6 Arms' length dealing required

The Trustee must not, if prohibited by the Superannuation Conditions, make investments unless the Trustee and the other party to the relevant transaction are dealing with each other at arms' length in respect of the transaction.

14.7 Power to invest as if natural persons

- (a) Subject to the SIS Act, the Trustee may make any investment that a natural person may make, whether in Australia or elsewhere.
- (b) The Trustee has power to sell, vary or transpose any investment/asset.

- (c) All investments by the Trustee are subject to compliance with the Superannuation Conditions.

14.8 Other powers

Without limiting the preceding sub-paragraph or any other sub-paragraph of this clause, but subject to the limitations in these provisions and subject to the Superannuation Conditions, the Trustee may:-

- (a) invest in any investment authorised by the laws of Australia or of any of its States or Territories for the investment of trust funds;
- (b) invest in the purchase of or subscription for preference or other shares or stock or preference or other share or stock options in any company registered in Australia or in any other country;
- (c) invest in the purchase of units or sub units of property or other investment trusts or other common fund;
- (d) make deposits with any bank or other financial institutions, life insurance company or building society or other entity or on loan to any company, organisation or person not being a Member;
- (e) invest in policies of insurance, assurance, endowment, deposit administration or investment;
- (f) invest in the purchase of annuities and deferred annuities from a life insurance company or other organisation;
- (g) invest in the purchase of any real estate;
- (h) invest in deposits or loans;
- (i) invest in instalment warrants or otherwise acquire instalment warrants;
- (j) invest in any derivative product or derivative contract;
- (k) sell, transfer, hire, lease or dispose of any real or personal property of the Fund, whether at a profit or not;
- (l) grant or take any put or call option for the purchase of any real or personal property of the Fund, whether the sale occurring on exercise of such an option will be at a profit or not;
- (m) buy, transfer, acquire, hire or lease any property;
- (n) invest in its name or under its control the Fund in any one or more of the investments authorised by this Deed with power in the Trustee's absolute discretion either to retain the investment in that form or to sell or convert into money any of those investments for cash or on terms (so as to allow a purchaser any time for payment of the whole or part of the purchase price with or without interest and with or without security) and power in the Trustee's absolute discretion from time to time to vary or transpose any investments into others authorised by this Deed;
- (o) purchase, take on lease or licence, develop, construct, hold, improve, sell, transfer, convey, surrender, lease, licence or otherwise deal with any real property and, without limiting the generality of this sub-paragraph, to develop any commercial or retail premises and hold or sell, transfer, convey, surrender, lease or licence such premises;
- (p) invest in any property including land even if the property does not earn rent;
- (q) enter into contracts for the purchase of property to be constructed;
- (r) make any other investment whether or not similar to any of the above which the Trustee considers to be appropriate including the purchase of property where the contract for purchase is, amongst other things, subject to approval by any person or authority or entity, of a plan of subdivision or a strata plan or other plan and registration of that plan whether also subject to the carrying out of building or other works; and
- (s) do anything incidental to the exercise of any of the Trustee's powers.

14.9 Nominees for Trustee

Any investment may be held in such names including joint names with others if permitted by the Superannuation Conditions, the name of a nominee or custodian (whether an individual or corporation) as the Trustee from time to time determines to the extent not prohibited by the Superannuation Conditions.

14.10 Continuation of loans and investments to Members

- (a) The Trustee may continue any loans transferred in respect of a Member from another superannuation fund under conditions that will not cause the Fund to fail to satisfy the Superannuation Conditions.
- (b) The Trustee may maintain an existing investment that would not be permitted by the Superannuation Conditions as at the date that this Deed applies if the Superannuation Conditions so permit.

15. INVESTMENT CHOICE

15.1 No Obligation

- (a) The Trustee is not obliged to provide investment choice to Members or Beneficiaries of the Fund except as required by the SIS Act.
- (b) The Trustee may however in their absolute discretion determine to provide investment choice subject to the Superannuation Conditions either generally or only in respect of certain Members or Beneficiaries or certain classes of Members or Beneficiaries of the Fund.

15.2 Investment Strategy

- (a) Where the Trustee determines to provide investment choice, they must establish an investment strategy for each of the investment choices available to Members and Beneficiaries and where appropriate must allocate or designate particular assets of the Fund to be held in accordance with that strategy. The Trustee must notify Members and Beneficiaries of the investment objectives of each of those strategies and provide any other information required for this purpose by the Superannuation Conditions to enable Members and Beneficiaries to make an informed decision regarding the effect of and risks associated with, each of those investment strategies.
- (b) The notification provided must include the various directions that a Member or a Beneficiary can give to the Trustee under sub-paragraph 15.5 and the circumstances in which any such directions can be given or altered.

15.3 Trustee must monitor

The Trustee must monitor each of the investment strategies established under sub-paragraph 15.2 and the assets held in accordance with each strategy in order to ensure that each of those investment strategies is appropriate in respect of Members or Beneficiaries or classes of Members or Beneficiaries to whom each of those strategies is available.

15.4 Selection and direction

- (a) A Member or Beneficiary of the Fund may, where the Trustee has determined to offer investment choice in accordance with sub-paragraph 15.1, select one or more of the investment strategies formulated by the Trustee under sub-paragraph 15.2 and direct the Trustee to invest part or the whole of the monies held in respect of that person in accordance with the strategy or strategies selected by that person under this sub-paragraph.
- (b) Any directions by the Member or Beneficiary must only be given in accordance with the Superannuation Conditions.

15.5 Member Document

- (a) A Member or Beneficiary who wishes to select one or more investment strategies pursuant to sub-paragraph 15.2 must give to the Trustee such documents as the Trustee requires and must clearly set out details of the investment strategy or strategies selected by the Member or Beneficiary.
- (b) The Trustee is not bound to act on any such document if it breaches any of the requirements of the Superannuation Conditions.

15.6 Asset specific investments

- (a) Except to the extent permitted by the Superannuation Conditions, the Trustee is not bound to make a particular investment in respect of a Member or Beneficiary of the Fund.
- (b) Where a Member or Beneficiary wishes to select particular investments (whether those investments comprise one or more assets) a request to the Trustee must be made for an additional investment strategy or strategies for those particular investments ("asset specified investment strategy") to be formulated by the Trustee and for that strategy or those strategies to be made available to that Member or Beneficiary in accordance with sub-paragraph 15.2.
- (c) The Trustee may in their absolute discretion approve or reject any requests made under this sub-paragraph.
- (d) Pursuant to this provision, the Trustee may make a specific rule or otherwise bind the Trustee to ensure that any such asset or investment forms part of the Member's or Beneficiary's account to the extent that no other Member or Beneficiary shall be entitled to any part of that asset or investment.
- (e) If an asset is transferred to the Trustee of the Fund on terms that for stamp duty reasons or otherwise require it to be held by the Trustee to the exclusion of any other Member, other than the transferor Member(s), then the Trustee shall do such things and execute such documents as are necessary to ensure that the property is so held. (See also sub-paragraph 8.5)

15.7 Advice to Members

The Trustee must, if required by the SIS Act, advise Members and Beneficiaries of the investment strategy or strategies which will be adopted by the Trustee in respect of those Members or Beneficiaries or classes of Members or Beneficiaries who decline, or otherwise do not select an investment strategy.

16. POWERS OF TRUSTEE

16.1 Discretionary Powers of Trustee

Subject to the Superannuation Conditions, the Trustee has all the powers of a natural person. The Trustee in the exercise of the authorities, powers and discretions vested in the Trustee has an absolute and uncontrolled discretion and may exercise or enforce or delegate (by power of attorney or otherwise) all or any of the authorities, powers or discretions from time to time or may refrain from exercising all or any of such authorities, powers or discretions from time to time and their decision as to the interpretation and effect of this Deed is final and binding on all parties.

16.2 Additional Powers

Subject to the Superannuation Conditions and without limiting the preceding sub-paragraph, the Trustee also has the following powers, and where the Superannuation Conditions require it, with the Member's election, consent, request or authority:-

- (a) to insure or re-insure and to self insure any risks contingencies or liabilities of the Fund including, without limitation, the Fund's liability to indemnify the Trustee and any liability of any officer of a Constitutional Corporation Trustee;

- (b) to open and operate any account with any financial institution and to make regulations for the operation of such accounts including the signing and endorsing of cheques and other negotiable instruments;
- (c) to institute or defend or otherwise deal with any legal proceedings in respect of the Fund including in respect of or for losses to any Member or Eligible Recipient in connection with the Fund;
- (d) to be indemnified and to give indemnities and guarantees to or in favour of or on behalf of any person or entity as the Trustee thinks fit;
- (e) to enter into any contract and do all such acts matters and things as the Trustee may consider necessary or expedient for any matter or purpose in respect of the Fund or this Deed;
- (f) to engage the services of any company, person or firm or other entity as the Trustee may consider necessary for the proper administration and management of the Fund or to obtain expert advice;
- (g) to appoint an Auditor of the Fund from time to time at such remuneration and on such other conditions as the Trustee thinks fit;
- (h) to deduct and pay from the Fund the amounts of administration and other costs including any tax or duty payable by the Trustee in connection with the Fund and to debit any of the accounts of the Fund with such amounts in such manner as the Trustee may determine and which must not cause the Fund to fail to comply with the Superannuation Conditions;
- (i) to pay any benefit and to deduct from any benefit or other payment any tax or duty payable whether from or in respect of it and whether payable by the person entitled thereto or the Fund and must then pay that tax or duty to the relevant authority and the person is entitled to receive only the net benefit or payment after the deduction has been made;
- (j) to do anything required or permitted by this Deed and anything incidental to the exercise of any of the Trustee's powers;
- (k) to delegate, in writing, the exercise of all or any of the powers or discretionary authorities hereby conferred on the Trustee and execute any powers of attorney or other instruments necessary to effectuate such purpose;
- (l) to transfer or pay from the Fund, on a Member's request, any amount in the Member's account provided that such transfer or payment is permitted by the Superannuation Conditions;
- (m) to resolve, compromise, settle, instigate or continue or become a party to and to defend any proceedings with the power to participate in mediation or other dispute resolution or arbitration in respect of any matter or dispute arising from this Deed and Trustee or Member rights or third parties as the Trustee determines;
- (n) to carry on a business;
- (o) to pay any benefit in respect of a person who is incapacitated;
- (p) to make any election, choice or determination and give any notice that may be given by the Trustee to the Regulator or anyone else in connection with status of the Fund or its tax (including capital gains tax) treatment or status or the tax treatment of benefits;
- (q) without limitation, to do anything that is required to be done or that the Trustee decides should be done including anything requested by a Member to be done, in connection with transfers, elections and any other acts arising from the Treasury Laws Amendment (Fair and Sustainable Superannuation) Act 2016, whether relating to transfer balance caps, transfer balance accounts, commutation authorities, resetting of costs bases for the purpose of obtaining capital gains tax relief, segregating or ceasing segregation of current pension assets, the deferral of the inclusion of notional capital gains, the exclusion of such gains and seeking relief for transfer cap breaches or any other breaches or otherwise;

- (r) such other powers as are necessary, desirable or appropriate to the fulfilment of the purposes of the Fund and its proper and efficient maintenance, management, operation, promotion and advancement and its compliance with and exercise of powers authorities and discretions available under the Superannuation Conditions;
- (s) to comply with any notice or authority issued by the Regulator whether issued by the Regulator pursuant to Division 131 Taxation Administration Act 1953 being a First Home Super Saver Determination or any other determination by the Regulator, and in this regard to do all such things as may be necessary or desirable and without limitation, including the payment of tax, transfer of monies or the making of elections or giving of notice to the Regulator and/or the Member;
- (t) to accept downsizer contributions and do all such things as may be required of the Trustee under the Treasury Laws Amendment (Reducing Pressure on Housing Affordability Measures (No. 1)) Act 2017 and any other contribution or Shortfall Component and to pay any benefit required to be accepted or paid to or from the Fund under this Deed;
- (u) to obtain legal opinions in relation to this Deed and in respect of any course of action proposed or taken by the Trustees or a Member without liability for acting on that advice from any person who may be directly or indirectly affected by that action or inaction;
- (v) such other powers conferred on a Trustee by statute or general law in addition to the powers conferred by this Deed including to give any receipts, discharges and releases the Trustee considers appropriate in exercising its duties or powers.

16.3 Trustee's Interest

Subject to the Superannuation Conditions, the Trustee has power generally to exercise or concur in exercising all the Trustee's powers and discretions contained in this Deed or otherwise conferred not withstanding that:-

- (a) any person being a Trustee;
- (b) any person being a director or shareholder of a Trustee; or
- (c) any person being a relative of a Trustee or any person being a relative of a director or shareholder of a Trustee hereof (being a company)

has or may have a direct or personal interest, whether:-

- (i) as trustee of any other settlement;
- (ii) in his/her personal capacity;
- (iii) as shareholder or director;
- (iv) member or partner of any company or partnership;
- (v) as a relative of the Trustee or relative of a director or shareholder of a Trustee or relative of a Member or relative of a partner of any company or partnership;
- (vi) as a unitholder in any unit trust or beneficiary of any other trust including, without limitation, a discretionary trust or otherwise; or
- (vii) as a relative of a unitholder in any unit trust or beneficiary of any other trust including, without limitation, a discretionary trust or otherwise;

in the mode or result of exercising such power or discretion or may benefit either directly or indirectly as a result of the exercise of any such power or discretion and even if the Trustee for the time being is the sole Trustee.

17. NOTIFICATION OF SIGNIFICANT ADVERSE EFFECTS

17.1 Trustee to give notice of significant adverse effect

If the Trustee becomes aware of the occurrence of an event having a significant adverse effect on the financial position of the Fund, they must give such notice as may be required by the Superannuation Conditions.

18. INSURANCE

18.1 Insurance and Review

- (a) In formulating, reviewing and giving effect to an investment strategy, the Trustee must, without limitation, have regard to whether a contract of insurance insuring one or more Members should be held by the Trustee, in accordance with the SIS Regulations.
- (b) Subject to the Superannuation Conditions, the Trustee has power from time to time to effect policies of insurance of any type including on the life of any Member to secure payment upon death of the Member or the happening of any other contingency in respect of that Member, of such amount as the Trustee in their absolute discretion thinks fit, and to renew any such policies for such period as the Trustee may think fit and the Trustee has power to accept an assignment of any policies of insurance effected in respect of a Member and to transfer any policies of insurance.

18.2 Annuities

The Trustee has power from time to time to acquire annuities or deferred annuity policies upon the life of any Member or any of the Member's Dependants of such amount as the Trustee determines and the Trustee has power to accept an assignment of such annuities or deferred annuity policies effected in respect of a Member and to transfer them.

18.3 Powers

Subject to the Superannuation Conditions, insurance policies may be issued in the names of or assigned to the Trustee and must be held by the Trustee upon and subject to the provisions of this Deed and the Trustee may enforce, surrender, sell or otherwise deal with any such policies as they in their absolute discretion think fit provided that the Trustee may also arrange for annuities or deferred annuity policies to be issued in the name of a Beneficiary.

18.4 Evidence to be provided by Member for insurance

A Member must provide any evidence that may be required from such Member in order to secure cover under any insurance policy and the Trustee is not bound to seek completion of such policy if evidence satisfactory to the insurer is not provided.

18.5 Premiums

Subject to the Superannuation Conditions, the Trustee may debit such accounts of the Fund as they determine with the applicable insurance premiums.

18.6 Power to retain Prior Insurance Policies

- (a) Where under any Prior Governing Rules of this Fund, provision was made for purchasing policies of any type of insurance and paying the premiums of those insurance policies, the Trustee may, in their absolute discretion, continue those policies and do such things as may be necessary in that regard.
- (b) The Trustee, in their absolute discretion, may vary the policies, subject to the Superannuation Conditions.

19. ACCOUNTS

19.1 Trustee to keep accounting records

The Trustee must keep such minutes, records and reports as they consider appropriate for the proper administration of the Fund and such further records, minutes and reports as may be required by the Superannuation Conditions and may:-

- (a) keep such accounting records as correctly record and explain the transactions and the financial position of the Fund;
- (b) keep its accounting records so as to enable the preparation of the accounts and statements in accordance with the Superannuation Conditions;

- (c) keep its accounting records so as to enable those accounts, statements and returns to be conveniently and properly audited in accordance with the Superannuation Conditions; and/or
- (d) keep a Reserve Account to which may be credited or debited such amounts as the Trustee determines from time to time subject to the Superannuation Conditions.

19.2 Balance Sheet

The Trustee must as soon as practicable after the expiration of each Financial Year cause to be drawn up such:-

- (a) balance sheets and statements of financial position;
- (b) operating statements;
- (c) other financial accounts and statements as are required by the Superannuation Conditions; and/or
- (d) other statements as the Trustee thinks fit.

19.3 Accounts and statements to be prepared

The Trustee may prepare such accounts and statements additional to those described in this paragraph as are required by the Superannuation Conditions or otherwise, as they think fit.

19.4 Audit

If required by the Superannuation Conditions, the Trustee must ensure that the accounts and statements of the Fund are audited by an Auditor.

19.5 Maintenance of reserves

- (a) This sub-paragraph is subject to the Superannuation Conditions.
- (b) The Trustee may maintain reserves of the Fund.
- (c) Subject to the SIS Act and the investment strategy applicable to the reserve, a Member is not entitled to any property held in a Reserve Account and the Trustee is not required to allocate such property.
- (d) The Trustee has, in relation to Reserve Accounts, all the powers applicable to the Fund.

20. ROLLOVER

20.1 Trustee may pay rollovers

The Trustee may pay benefits to an eligible rollover fund or other fund on a Member's request or as may be permitted by the Superannuation Conditions.

21. MEMBER ACCOUNTS

21.1 Trustee to keep accounts

- (a) Subject to complying with the Superannuation Conditions, the Trustee may keep such Member Accounts in respect of Member and Employer contributions (if any) as they think fit, including accounts and sub-accounts in respect of segregated assets, containing such particulars as the Trustee determines.
- (b) Sub-accounts or sub-funds or otherwise may be kept in respect of a Member or more than one Member.
- (c) Contributions or other property held by the Trustee in a Member's account must be paid or transferred in accordance with this Deed and the Superannuation Conditions and part of that

Fund not required by the Superannuation Conditions to be so paid or transferred may be dealt with as permitted by this Deed and subject to the Superannuation Conditions.

- (d) Subject to the Superannuation Conditions, the Trustee may keep records disclosing and showing any movements in the Transfer Balance Account and the Trustee in its discretion has the power to do anything or refrain from doing anything to meet the requirements of Division 294 ITAA 1997. Without limiting the Trustee's discretion and subject to the Superannuation Conditions, a Member may request the Trustee, in respect of the Member's interest in the Fund, to do such things as may be required to ensure that the Member's caps comply with the Superannuation Conditions and the Trustee may do those things.

21.2 Power to retain prior categories of membership and vesting

- (a) Where under any Prior Governing Rules of this Fund or under any fund from which a benefit has been transferred, provision was made for categories of membership or for vesting of contributions, the Trustee may, in their absolute discretion, continue to apply or adopt those provisions or provisions similar thereto as the Trustee may reasonably determine.
- (b) The Trustee may treat that benefit so transferred in that manner despite the provisions of this Deed, it being the intention of this provision to give the Trustee the power to retain and continue to treat that benefit in a similar manner to its treatment under those prior or other governing rules.
- (c) This provision is subject to the Superannuation Conditions.

21.3 Details of accounts

Without limiting sub-paragraph 21.1 and subject to the Superannuation Conditions, a Member Account may (or must if required by the Superannuation Conditions) include:-

- (a) accounts showing:-
 - (i) contributions by Members or Employers to that account;
 - (ii) sums which the Trustee determines are to be credited or debited to the account in order to provide the benefits payable to or in respect of the Member in accordance with the Deed; and
 - (iii) the portion of the account that is Preserved and the conditions of such preservation.
- (b) Any such account may, subject to the Superannuation Conditions, be debited or credited and such other entries may be made or particulars recorded as the Trustee deems to be appropriate including, without limitation, earnings, amounts received from or transferred to a complying fund, a complying Approved Deposit Fund as defined in the SIS Act, an Eligible Rollover Fund as defined in the SIS Act, insurance policy and annuity proceeds, Shortfall Components as defined in the Superannuation Guarantee (Administration) Act 1992 (Cth), insurance premiums, costs or expenses, amounts arising from asset valuations, losses on investment realisations, taxes and levies, and provisions for reserves.
- (c) Without limiting the discretion in sub-paragraph (b) and the Superannuation Conditions and subject to the Member's consent, if required by the Superannuation Conditions, the Trustee may debit and/or credit such accounts with amounts which the Trustee determines are appropriately credited or debited including, without limitation, a Payment Split, Splittable Contributions, amounts to be transferred to a Reserve Account under this Deed, expenses, losses, benefit payments (whether lump sum or pension), taxes and any amount referable to compliance with Division 294 ITAA 1997.

22. SEGREGATED ASSETS

22.1 The Trustee may subject to the Superannuation Conditions, transfer and segregate in the books and records of the Fund any of the assets of the Fund for the sole purpose of discharging the current pension liabilities of the Fund out of those assets or any other purpose permitted by the Superannuation Conditions.

22.2 The transfer values and annual valuations of the segregated assets must be determined as may be required by the Superannuation Conditions.

- 22.3** The Trustee may, in accordance with the Superannuation Conditions, re-transfer assets segregated in order to meet the requirements of the Superannuation Conditions applicable to the segregated assets.
- 22.4** Subject to the Superannuation Conditions, the Trustee may create separate pension benefit accounts in respect of pensions payable under this Deed as the Trustees determine and may credit or debit those accounts in such manner as the Superannuation Conditions permit or as the Trustee considers appropriate and with the Member's consent if required by the Superannuation Conditions.
- 22.5** The Trustee may take any action not prohibited by the Superannuation Conditions to revert segregated assets so that they are no longer segregated, with the consent of the relevant Member, if required by the Superannuation Conditions.

23. VALUATION OF THE FUND AND ALLOCATION OF PROFITS OR LOSS

23.1 Valuation

The Trustee must at intervals required, if required by the Superannuation Conditions and may at any time, value the assets and liabilities of the Fund and any surplus or deficiency, including unrealised gains or losses revealed by such valuation, must be separately credited or debited to the profit and loss account of the Fund. For the purpose of effecting a valuation, the Trustee has an absolute discretion in selecting the valuation basis for any asset or liability provided that such basis must not be one which causes the Fund to fail to satisfy the Superannuation Conditions.

23.2 Profit or loss distribution

The Trustee may in their absolute discretion determine the amount of profit or loss of the Fund that must be credited or debited to and amongst the Member Accounts and any other accounts that the Trustee nominates in such proportions and such manner as the Trustee decides and may set formulae or interest rates for this purpose provided that the Trustee must, in the exercise of their discretions under this sub-paragraph, act in a manner that is in accordance with the Superannuation Conditions. If the Trustee maintains reserves, the Trustee may first determine what amount of the profit or loss is to be allocated to the Reserve Accounts, and the balance (if any) credited or debited in accordance with this Deed.

23.3 Other Debits

Subject to the Tax Act and the Superannuation Conditions, the Trustee may debit any accounts of the Fund in respect of taxation liabilities or any other outgoings and make such other entries in such manner as the Trustee determines.

24. CONTRIBUTIONS

24.1 Acceptance of contributions – General

The Trustee may accept any contribution from any contributor unless the Fund is not permitted by the Superannuation Conditions to accept a contribution.

24.2 Acceptance of Co-Contributions

Without limiting sub-paragraph 24.1, the Trustee may accept contributions from the Government in the form of a co-contribution, unless the Fund is not permitted to do so by the Superannuation Conditions.

24.3 Acceptance of Member contributions

Without limiting sub-paragraph 24.1, the Trustee may accept contributions that are made in respect of a Member in accordance with the SIS Act including those that are permitted or deemed permitted by the SIS Act.

24.4 Child Contributions

The Trustee may accept child contributions in respect of a Minor if permitted by the Superannuation Conditions.

24.5 Contributions in Cash or Assets

Any contribution must be paid either in cash or by transfer of assets provided that the assets transferred must be investments permitted by this Deed. Any such transfer of an asset must be made

upon the terms and conditions required by the Superannuation Conditions, and must not be made if the Trustee or an agent or custodian trustees or delegate of the Trustee is prohibited by the Superannuation Conditions from acquiring the asset.

24.6 No Obligation to Contribute

In the absence of any agreement to the contrary, neither a Member nor an Employer are under any obligation to make a contribution to the Fund and a Member may remain a Member of the Fund notwithstanding a contribution is not made in respect of that Member in respect of any year.

24.7 Ineligible Contributions

If the Trustee at any time ascertains that any contribution has been accepted in breach of the provisions of the Superannuation Conditions, the Trustee must, unless permitted otherwise by the Tax Act or the Superannuation Conditions, take such action as may be necessary to comply with the Superannuation Conditions, including refunding the relevant amount on request by a Member or where the Superannuation Conditions require a refund. Deductions may be made by the Trustee of any such contributions for amounts lawfully paid for tax or other charges subject to the Superannuation Conditions.

24.8 Non-acceptance of Contributions

The Trustee may, subject to the Superannuation Conditions, return any contribution even if such contribution is permitted to be accepted by the Trustee under the Superannuation Conditions.

24.9 Allocation of Contributions

Subject to SIS Regulation 7.08, within 28 days (or within a longer period that is reasonable in the circumstances if within 28 days it is not reasonably practicable to so allocate or such other period as the Regulator or the Superannuation Conditions permits) of the end of the month of receipt of a contribution, the Trustee must allocate the contribution to the Member of the Fund.

24.10 Complying with Applicable Caps

Subject to the Superannuation Conditions, the Trustee may exercise any power under paragraph 24 as may be necessary to ensure compliance with the General Transfer Balance Cap, the Transfer Balance Cap and any other applicable cap.

24.11 Other Amounts

Nothing in this clause is to limit the Trustee's power to accept any money or asset in respect of a Member where such acceptance is permitted by the Superannuation Conditions or would not cause the Fund to cease being a complying self-managed superannuation fund.

25. SPOUSE CONTRIBUTIONS – SPLITTING AMOUNTS

25.1 Application to roll over, transfer or allot an amount of contributions

- (a) Subject to the SIS Regulations and in particular Division 6.7, a Member may, in a Financial Year, apply to the Trustee to roll over, transfer or allot an amount of benefits, for the benefit of the Member's Spouse, that is equal to an amount of the Splittable Contributions made by, for, or on behalf of the Member in:-
 - (i) the last Financial Year that ended before the application; or
 - (ii) the Financial Year in which the application is made - where the entire Member's Benefit is to be rolled over or transferred in that year.
- (b) The applicant must specify, in the application, the amount of the benefit from the following:-
 - (i) the Member's taxed Splittable Contributions; or
 - (ii) the Member's untaxed Splittable Contributions;that the Member seeks to split for the benefit of the Member's Spouse.

25.2 Decision on application

- (a) The Trustee may accept an application only if it is made in accordance with the SIS Regulations.

- (b) If the Trustee accepts an application in accordance with this provision, the Trustee must, subject to the Regulations, and in any case within the period prescribed by the SIS Regulations, roll over, transfer or allot the amount of benefits for the benefit of the receiving Spouse.
- (c) The Trustee is permitted to do all such things as may be necessary to give effect to these provisions and words in these provisions have the same meaning as contained in Division 6.7 of the SIS Regulations.

26. BENEFITS

26.1 Mode of Payment of Benefits

Benefits shall be paid as provided by this Deed.

26.2 Payments of Benefits Generally

Subject to this Deed and the Superannuation Conditions, benefits are payable to an Eligible Recipient, if cashing restrictions do not apply or have been satisfied and if:-

- (a) the Member or Eligible Recipient as appropriate, has made a Request to the Trustee to do so; or
- (b) benefits are otherwise required to be paid;

and the Trustee shall pay those benefits in such manner as the Trustee may in the Trustee's absolute discretion decide or in accordance with the request or requirement or otherwise as the Superannuation Conditions require.

26.3 When Benefits are Payable

Subject to this Deed and the Superannuation Conditions, a benefit may be payable:-

- (a) If a Member:-
 - (i) retires from Gainful Employment;
 - (ii) reaches Preservation age;
 - (iii) reaches age 65;
 - (iv) is Temporarily Incapacitated or Permanently Incapacitated;
 - (v) suffers a terminal medical condition as provided by the SIS Act;
 - (vi) suffers severe financial hardship as defined by the Superannuation Conditions;
 - (vii) qualifies on compassionate grounds in accordance with SIS Regulation 6.19A;
 - (viii) satisfies any other condition of release required to be satisfied by the Superannuation Conditions;
 - (ix) becomes entitled to the payment of a temporary total disablement insurance policy on the life of the Member (the proceeds of the policy may be paid to the Member if the Superannuation Conditions permit); or
 - (x) who is a temporary resident, permanently departs Australia and requests payment in writing of their benefit in accordance with the SIS Regulations.
- (b) in any circumstances where the SIS Act requires that a benefit is to be paid.

26.4 Types of benefits payable

- (a) Subject to this Deed and without limitation sub-paragraph 26.5, an Eligible Recipient may make a written request to be paid any one or more (including any combination) of the following:-
 - (i) lump sum;
 - (ii) pension; and/or
 - (iii) any other benefit payment permitted by the Superannuation Conditions.
- (b) Benefits payable to an Eligible Recipient must not exceed the interest of the relevant Member in the Fund unless permitted by the Superannuation Conditions.

- (c) Subject to this Deed, the Trustee may pay a benefit as a lump sum, pension or any combination of these and in any manner permitted by the SIS Act.

26.5 Election for payment of benefit

- (a) This sub-paragraph is subject to the Superannuation Conditions and to paragraph 28.
- (b) An Eligible Recipient may in writing request the Trustee to pay the benefit to that Eligible Recipient (“**Request**”). The Request may be varied or withdrawn by the Eligible Recipient. Unless the Trustee determines otherwise, the Request shall be made before the benefit is paid or commenced to be paid.
- (c) The Request may, unless the Trustee determines otherwise, and subject to the Superannuation Conditions, include, but is not limited to:-
 - (i) the type of benefit;
 - (ii) the proposed date for payment of a lump sum or a proposed date of commencement of payment of a benefit;
 - (iii) the amount of a lump sum;
 - (iv) the amount that is to support a pension payment;
 - (v) the tax characteristics of any amount;
 - (vi) notification that the Member has satisfied a condition of release;
 - (vii) the frequency of payment of periodical amounts;
 - (viii) the name of one or more Reversionary Beneficiaries and their respective entitlements;
 - (ix) whether the entitlement of a Reversionary Beneficiary is subject to the terms of any Nomination or whether the entitlement is paramount and any Nomination is subject to any Reversionary Beneficiary’s entitlement;
 - (x) the order and/or contingencies in which Reversionary Beneficiaries may become entitled;
 - (xi) whether the Eligible Recipient wishes the Trustee to segregate any specific assets to the pension account; and
 - (xii) any other provision that is not inconsistent with the requirements of the Superannuation Conditions.
- (d) Subject to this sub-paragraph 26.5, the Trustee shall comply with the Request. The Trustee may notify the Eligible Recipient of any part that is inconsistent with the Superannuation Conditions and the Eligible Recipient may vary, accept or withdraw their Request as they wish prior to commencement of any payment. The Trustee must record the terms of the benefit payment. The Trustee and the Eligible Recipient may also enter into a pension or other agreement on terms agreed by them instead.
- (e) Subject to the Superannuation Conditions, the Trustee may make an additional payment to a former Member’s account in the Fund if the Trustee determines that it is just and equitable to do so.
- (f) If a pension is payable, the Trustee may (or must as the case may be) pay a pension or any other type or combination of pensions. Without limitation and subject to the Superannuation Conditions, these include:-
 - (i) Account based Pensions;
 - (ii) Transition to Retirement Income Streams;
 - (iii) Non-commutable income stream for Temporary incapacity;
 - (iv) Allocated Pensions (generally must have commenced before 19 September 2007); and
 - (v) Market Linked Pension (generally must have commenced before 19 September 2007).
- (g) Subject to this paragraph and the Superannuation Conditions, if a pension is to be paid, it must be paid in accordance with this Deed or if a pension commenced before the date of this Deed, in accordance with the applicable Superannuation Conditions at that time, then the Trustee may continue to pay that pension unless the Trustee and the Eligible Recipient agree otherwise.
- (h) An annuity may be purchased by the Trustee instead of paying a Pension and if the Eligible Recipient agrees, the annuity may be transferred to the Eligible Recipient.
- (i) If there is a conflict between a binding death benefit nomination and the terms of a pension specifying a Dependant who is entitled to that pension on the Member’s death (“**reversionary**

pensioner") that is binding on the Trustee, then the entitlements of the reversionary pensioner prevail.

- (j) Despite this sub-paragraph 26.5, a Request that is binding on the Trustee is invalid to the extent that if the Trustee did comply with it, the Trustee would be liable to a penalty or would commit an offence or result in a benefit, or part of a benefit, being payable to a person who is not permitted by the SIS Act to be paid such benefit.

26.6 Minimum Benefit

The Benefits payable to an Eligible Recipient shall be at least the minimum benefit required to be paid by the Superannuation Conditions in respect of that Eligible Recipient.

26.7 Member to provide evidence of entitlement

- (a) The payment of any benefit is subject to the Trustee being satisfied that the person claiming the benefit is entitled to the benefit and may require that person to produce such evidence, perform such acts and execute such documents as the Trustee may reasonably require to be satisfied of the person's entitlement. The Trustee may postpone the payment of any benefit until the requirements of this sub-paragraph have been met.
- (b) If the Superannuation Conditions are altered in a manner that must be complied with then nothing in this Deed or any pension agreement or Trustee decision shall require the Trustee to act in a manner that is inconsistent with the Superannuation Conditions, even if to do so would alter in some manner a benefit payment.

26.8 Preserved Benefits

- (a) Any benefit that is required to be Preserved under the Superannuation Conditions must not be paid to or in respect of the Member at a date earlier than allowed from time to time by the Superannuation Conditions.
- (b) If nominated by the Member, the Trustee may transfer any Preserved benefit to another superannuation fund, an Approved Deposit Fund as defined in the SIS Act or a deferred annuity or such other superannuation entity as the Superannuation Conditions allow.
- (c) If the Fund holds benefits that were not the subject of preservation prior to the date of this Deed or the date of adoption or application of this Deed then nothing in this Deed operates in a way that has the effect of preserving those benefits, unless the Superannuation Conditions require it.

26.9 Restricted non-Preserved benefits and Unrestricted Non-Preserved Benefit

- (a) Restricted non-Preserved benefits may be paid only if a condition of release is satisfied or when permitted by the SIS Act.
- (b) Subject to the Superannuation Conditions, an Unrestricted Non-Preserved Benefit may be paid on a request to the Trustee by an Eligible Recipient despite any other provision of this Deed.

26.10 Trustee may transfer assets in specie

Subject to the Superannuation Conditions, the Trustee may, with the agreement of the Eligible Recipient, transfer investments of the Fund of equivalent value to such benefit in lieu of payment of the same in money. The Trustee may take into account such associated costs, taxes or other expenses of such transfer as they think fit and make adjustments accordingly, subject to the Superannuation Conditions.

27. BENEFITS PAYABLE ON DEATH

27.1 Benefit payable on death

Subject to the Superannuation Conditions and to paragraphs 26 and 28 of this Deed, if a Member dies:-

- (a) the payment of the death benefit or a permitted rollover or transfer of the benefit shall be made at the time required by the Superannuation Conditions or otherwise within a reasonable time.
- (b) The Trustee shall pay the benefit to such of the deceased Member's Dependants as the Trustee decides and otherwise to the Member's Legal Personal Representative.
- (c) A death benefit may be paid by the Trustee as a lump sum unless the Beneficiary requests otherwise.
- (d) If, after making inquiries that the Trustee regards as reasonable, the Trustee is unable to establish that there are any Dependants or a Legal Personal Representative of the deceased Member, the Trustee may, subject to the Superannuation Conditions:-
 - (i) pay the benefit to a person or persons selected by the Trustee; or
 - (ii) treat the benefit as a forfeited benefit and apply it in a manner provided by the Superannuation Conditions or by this Deed; or
 - (iii) pay the benefit to a Reserve Account in the Fund
 unless the Trustee is required to treat the benefit as unclaimed monies under any applicable law.

27.2 Deferment of payment of benefit

Subject to the Superannuation Conditions, the payment of any benefit under this Deed which is not a Preserved benefit may, at the request of the Eligible Recipient and with the consent of the Trustee, be deferred until the Eligible Recipient requests payment of the benefit.

27.3 Payment of benefits to Minors

Subject to the Superannuation Conditions, where a person to whom benefits are payable is a Minor, the Trustee may pay the benefit to any other person for application on behalf of that Minor and the receipt of the person to whom the benefit is so paid will be a complete discharge to the Trustee in respect of that benefit.

27.4 Deduction of income tax

The Trustee may deduct from any benefit payable the amount of any tax that is calculated by the Trustee to be payable in respect of that benefit and will pay any amount deducted as may be required by law.

28. DEATH BENEFIT NOMINATIONS

28.1 Binding Nomination

- (a) Subject to the SIS Act, a Member may make a binding death benefit nomination ("**Nomination**") pursuant to which the Trustee must pay a death benefit provided that the death benefit is paid to either:-
 - (i) a Dependant; or
 - (ii) the Member's Legal Personal Representative.
- (b) Subject to the Superannuation Conditions, a Nomination may direct the Trustee as to:-
 - (i) the proportion or amount or value or particular asset to comprise the benefit or the particular reserves to be utilised;
 - (ii) the type of benefit to be paid which may be a lump sum or pension or combination of these and in the case of a pension, the name of any Reversionary Beneficiary(s); and
 - (iii) whether or not the Nomination is to take precedence over a Reversionary Beneficiary's entitlement to a benefit [See also subparagraph 26.5(c)(ix)].
- (c) A Member who makes a Nomination under this provision, may amend or revoke the Nomination. For the purposes of this sub-paragraph 28.1, a Nomination includes any amendment pursuant to this sub-paragraph (c).
- (d) A Nomination and any amendment or revocation of a Nomination must:-
 - (i) be in writing; and
 - (ii) be signed and dated by the Member and at least 1 witness being a person:-
 - (A) who is 18 or older; and
 - (B) is not a person mentioned in the Nomination.

- (e) A Nomination under this provision will not lapse by expiration of a period of 3 years, or any other period, but may lapse if the Nomination given by the Member specifies that it is to lapse after a period specified or an event specified.
- (f) Subject to this paragraph, a Nomination may be in such form as the Trustee determines.
- (g) If the Trustee is unable to lawfully act upon the Nomination or if the Nomination does not deal with the whole of the deceased's interest in the Fund or if a Nomination is not made, then the Trustee may pay the relevant benefit or balance to the Member's Legal Personal Representative or to the Member's Dependants or any one or more of them and in such proportions as the Trustee in its absolute discretion determines, not being inconsistent with the Superannuation Conditions.
- (h) A Nomination requiring a benefit (including a death benefit) to be paid to a Spouse of a Member is automatically revoked if proceedings have commenced under the Family Law Act 1975 (Cth) or similar laws seeking a dissolution of a relationship (including, but not limited to a marriage) between that Member and Spouse, or if proceedings under that Act have been instituted for orders concerning property following their separation.
- (i) A Member may give a nomination to the Trustee that is expressed as non-binding on the Trustee and in that event the Trustee is under no obligation to comply with it, but may, in exercising its discretion, take into account that nomination.
- (j) Despite this sub-paragraph 28, a Nomination that is binding on the Trustee is invalid to the extent that if the Trustee did comply with it, the Trustee would be liable to a penalty or commit an offence or result in a benefit, or part of a benefit, being payable to a person who is not permitted by the SIS Act to be paid such benefit.

29. PENSIONS

29.1 Payment of pensions

- (a) The Trustee may, at its discretion, or must if required by the Superannuation Conditions, pay a pension if requested by a Member or an Eligible Recipient.
- (b) Subject to the Superannuation Conditions and this Deed, a pension may be paid in such amounts and on such conditions as agreed by the Trustee and the Member.
- (c) A benefit may be paid as a pension provided that the pension is taken to be a pension for the purposes of the SIS Act and the payment of the pension does not result in the Fund failing to comply with the Superannuation Conditions.
- (d) Those parts of the SIS Regulations that provide standards for the payment of a pension are incorporated in, and form part of this Deed and part of the rule referred to in sub-paragraph 29.1(e).
- (e) The Trustee may declare in writing a rule specifying the terms of a pension paid or to be paid in accordance with the SIS Regulations and such rule shall apply to that pension and the Eligible Recipient's consent to that rule must be obtained, if required by the Superannuation Conditions. Without limiting the form of writing that writing may include an agreement or a document signed by the Trustee and the Eligible Recipient or a resolution of the Trustee (whether at a meeting evidenced by minutes, or signed resolution).
- (f) The Trustee may to the extent required by the Superannuation Conditions create separate pension accounts and may also create sub-funds for pensions.
- (g) If a Member does not nominate a Reversionary Beneficiary before the commencement of a pension, a nomination may be made by a Member in writing at a later date, subject to the Superannuation Conditions.

- (h) A pension cannot be commuted except in the circumstances that are permitted by the Superannuation Conditions or would not, if commuted, cause a breach of the Superannuation Conditions.
- (i) Where a pension payment is required to be paid in any year and the amount that is available to the Trustee to draw on from the relevant Member's Account is insufficient to meet that liability, then the Trustee's liability is limited to the amount available in that Member's Account.

29.2 Pension conditions

- (a) Despite any provision of this Deed, any pension paid to an Eligible Recipient must comply with any standard or requirement of the Superannuation Conditions to qualify as a pension under the SIS Act or the Superannuation Conditions.
- (b) Subject to the Superannuation Conditions, in providing a pension to an Eligible Recipient, the Trustee may in its discretion apply any amount from a Member's Account or other account.

29.3 Cessation of pensions

Subject to the Superannuation Conditions,

- (a) when the Member's Benefit is reduced to nil, any pension payable under this Deed ceases to be payable and the person who was receiving the pension ceases to be entitled to any further pension.
- (b) and subject to subclause 26.5(i) a pension ceases when the Member receiving that pension dies, however, if a Reversionary Beneficiary has been included in the pension conditions or terms in accordance with this Deed, or is otherwise entitled to that pension, the pension does not cease if the Member dies and will automatically continue to be paid to the Reversionary Beneficiary.

29.4 Annuities

The Trustee may, in its absolute discretion (and with the Member's consent if the Superannuation Conditions require it) (including where an Old-Age Pension is required to be paid), provide pensions payable under this Deed by applying a Member's Benefit to the purchase of an annuity that meets the requirements of the Superannuation Conditions.

29.5 Periods when Beneficiary may not receive benefits

A benefit is not taken not to meet the provisions of SIS Regulation 1.06 by reason only that payments of benefit to the Beneficiary have been properly suspended during a period when the Beneficiary is the holder of a paid public office.

30. PENSION RESERVES

Subject to the Superannuation Conditions, where it considers it appropriate, the Trustee may:-

- (a) obtain the advice of an actuary regarding the amount of pension payments, any variation to the amount of those payments, commutations, the establishment, monitoring or treatment of pension reserves in accordance with this sub-paragraph, or any other relevant matter; and/or
- (b) establish pension reserves in relation to the funding of pension obligations relating to particular beneficiaries.

31. DEDUCTION FOR DETRIMENTAL PAYMENTS AFTER MEMBER'S DEATH

Payments or adjustments in respect of a Member from or in any account for taxes, tax deductions or tax credits or other entitlements in respect of a Member whether deduction entitlements under the Tax Act relating to a Member's death or disablement may be made by the Trustee, subject to the Superannuation Conditions.

32. CONVERSION OF PENSIONS

At the request of a Member, or if the Superannuation Conditions permit, at the request of an Eligible Recipient, as may be applicable and subject to the Superannuation Conditions, the Trustee may:-

- (a) convert any pension to an Account based pension or any other Income stream permitted to be commenced under the SIS Act and any such pension may be so converted with or without commuting the pension that is being converted;
- (b) cease payment of a pension;
- (c) return or transfer any part of or the remainder of any pension account balance or other permissible benefit amounts to a Beneficiary's accumulation account for any purpose not prohibited by the Superannuation Conditions;
- (d) merge, consolidate or commute or partially commute one or more Income streams, pension account balances or other permissible benefit amounts into a Beneficiary's accumulation account or accounts;
- (e) take such action as may be necessary or desirable to include a Reversionary Beneficiary in the terms of a pension whether on commencement of the pension or at a later date; and/or
- (f) take such other action as may be necessary or desirable as determined by the Trustee to give full effect to this provision.

33. FORFEITED BENEFITS ACCOUNT

33.1 Forfeited benefits account may be kept

- (a) Subject to the Superannuation Conditions, the Trustee may keep an account for the receipt of amounts forfeited from Member Accounts and any other credit balances that cannot be otherwise allocated under the provisions of the Deed. The account is to be known as the Forfeited Benefits Account.
- (b) A benefit may not be forfeited if that would result in the Fund failing to comply with the definition of a Self Managed Superannuation Fund in the SIS Act.
- (c) Forfeited benefits, subject to the Superannuation Conditions, are forfeited if a Member has charged or assigned a benefit or if required by the Bankruptcy Act.

33.2 Application of forfeited benefits

- (a) The Trustee may in their absolute discretion apply amounts held in the Forfeited Benefits Account in favour of a Member or Dependants of the Member or in the manner and for the purposes permitted by the Superannuation Conditions. Unclaimed benefits may be held in a Forfeited Benefits Account, subject to the Superannuation Conditions.
- (b) The Trustee may forfeit any amount in the Fund to which the Superannuation (Unclaimed Money and Lost Members) Act 1999 applies, subject to the Superannuation Conditions.

33.3 Equalisation Account

- (a) The Trustee may at any time establish an Equalisation Account of the Fund and may transfer to the credit of that account any forfeited benefits or any amounts from an income account in the Fund.
- (b) Any monies held in the Equalisation Account do not form part of any Member Account and any income derived by the Fund on the monies held in the Equalisation Account is to be credited to the Equalisation Account.

- (c) The Equalisation Account is to be used by the Trustee in accordance with any applicable investment strategy relating to reserves to stabilise the investment earnings of the Fund and to provide for such contingencies as the Trustee considers appropriate.
- (d) This sub-paragraph 33.3 is subject to the Superannuation Conditions.

33.4 Certificate

A certificate signed by the Trustee stating the amount of the lien over the Member's Benefit claimed by the Trustee is prima facie evidence in the hands of the Trustee against all claimants of the amount owing to the Fund under the preceding sub-paragraph and is sufficient authority to the Trustee to retain in the Fund out of the amount of benefit to which the Member would otherwise be entitled the amount of such lien and the balance, if any, of the benefit which is not so retained in the Fund must be paid to or in respect of the Member.

33.5 Bankruptcy

Subject to the Superannuation Conditions and any mandatory provision of the Bankruptcy Act that cannot be excluded, no interest (other than a vested interest) in relation to a Member shall vest in that Member if that Member commits an act of bankruptcy or becomes an insolvent under administration and that interest may be dealt with as the Trustee decides.

34. TRANSFER OF BENEFITS

34.1 Trustee to make arrangements

- (a) If the Superannuation Conditions permit, the Trustee may make such arrangements as they think fit for the payment or transfer to the Fund of monies or assets and other rights and benefits. Without limitation, such arrangements may be made with any Member or other trustee or entity permitted by the Superannuation Conditions to contribute to or to make such payment or transfer to (or from) the Fund.
- (b) The Trustee may make arrangements about any matter in relation to such payment or transfer which in their opinion is necessary or desirable, subject to the Superannuation Conditions.
- (c) A payment or transfer may be made to the trustee of a successor fund without the consent of the relevant Member, if permitted by the Superannuation Conditions.

34.2 Transferred amounts to be held according to Deed

Subject to the Superannuation Conditions, the Trustee must hold any monies or assets so paid or transferred to a person specified in sub-paragraph 34.1 according to the terms and conditions of this Deed subject to sub-paragraph 21.2.

34.3 Application of transferred amounts

On any such payment or transfer of monies or assets:-

- (a) the amount of the entitlement of the Member concerned is to be credited to his or her Member Account in the manner resolved between the Member, the Trustee and the trustee of the fund from which the Member is transferring;
- (b) any such amount required to be preserved is to be identified and held by the Trustee subject to the preservation requirements of the Superannuation Conditions; and/or
- (c) except to the extent required by the Superannuation Conditions, the money or assets so transferred must not be subject to preservation where the Fund holds benefits that were not the subject of preservation in a prior fund. Nothing in this Deed is to have the effect of preserving those benefits unless the Superannuation Conditions require it.

34.4 Transfers and Rollovers

Subject to the Superannuation Conditions the money and assets comprising any benefit, or other money or asset including excess capital and/or excess transfer balance earnings may be (with the

approval of the relevant Member if that approval is required by the Superannuation Conditions) dealt with by the Trustee as set out below:-

- (a) transferred to another superannuation fund nominated by the Member of which such Member is or intends to become a Member and which is a Complying fund;
- (b) transferred to an Approved Deposit Fund nominated by the Member;
- (c) invested in to an annuity that will comply with the SIS Regulations;
- (d) transferred to an eligible roll over fund as defined in the SIS Act;
- (e) transferred to such other superannuation entity as the Superannuation Conditions permit;
- (f) transferred internally within the Fund to the credit of any account;
- (g) in such manner as may be appropriate to comply with the Transfer Balance Cap by payment from the Fund as a lump sum or transfer to the Member's accumulation account or otherwise in accordance with the Superannuation Conditions; or
- (h) as the Trustee determines as may be permitted or required by the Superannuation Conditions.

34.5 Amount and Assets Remain Preserved

Any amount or asset dealt with under this paragraph that is required to be preserved remains preserved for so long as the Superannuation Conditions requires.

34.6 Application of Preserved benefits

The money and assets comprising any Preserved portion of a benefit payable to a Member at a date after his or her leaving the Fund may, as the Member requests the Trustee in writing, be:-

- (a) retained in the Fund;
- (b) transferred to a superannuation entity provided that such transfer is not inconsistent with the Superannuation Conditions; or
- (c) dealt with as provided by sub-paragraph 34.4, subject to the Superannuation Conditions.

The receipt of the trustee of that other fund or scheme or the corporation issuing the policy is a complete discharge to the Trustee in respect of any money or assets so paid or transferred.

35. DISCLOSURE OF INFORMATION

35.1 Trustee must provide information

The Trustee must provide such information, reports or otherwise to such persons, superannuation entities or otherwise as may be necessary to comply with the Superannuation Conditions.

36. NOTICES

36.1 Notices to be given by the Trustee

Notices may be given by the Trustee to Members and Dependants either personally or by sending the same by pre-paid letter posted to the address last known to the Trustee.

37. WINDING UP OF FUND

37.1 Winding Up

Subject to the Superannuation Conditions and if so required, with the consent of the Members, the Fund may be wound up by the Trustee as at a date determined by the Trustee on the occurrence of any of the following events:-

- (a) if there are no assets of the Fund;
- (b) if there are no Beneficiaries of the Fund;
- (c) all Members agree to wind up the Trust; or
- (d) the Trustee determines that it is not reasonably justified to continue to operate the Fund or when the Superannuation Conditions require it.

37.2 Payments of Benefits on Winding Up

The Trustee:-

- (a) shall roll-over or transfer to an eligible rollover fund or other fund as permitted by the Superannuation Conditions the Member's Benefit that the Trustee cannot pay to the Member in respect of each Member and any applicable reserve or surplus; and
- (b) may adjust each Member's Benefit to account for any surplus or deficiency arising from the winding up of the Fund.

37.3 Surplus

- (a) If after the Member's Benefits are provided for in accordance with sub-paragraph 37.2 and transferred or rolled over or, where permitted, paid to the relevant Member or Eligible Recipient, there is a surplus, subject to any requirements of the Superannuation Conditions, the Trustee must pay the surplus to, or for the benefit of:-
 - (i) any Members;
 - (ii) any former Members; and
 - (iii) any Dependants of any Members;as the Trustee determines.
- (b) If under sub-paragraph 37.3(a) the Trustee determines that the surplus is to be paid to or for two or more persons, the Trustee must, in its absolute discretion, determine the proportions each person will be paid, subject to the Superannuation Conditions.

37.4 Subject to preservation

Subject to the Superannuation Conditions and in so far as it is within the power of the Trustee to so do, in dealing with the benefit of any Member in the winding up of the Fund the Trustee must observe all the provisions of this Deed relating to the transfer, payment and preservation of benefits and must not act otherwise than as permitted by those provisions.

38. COMPLAINTS

38.1 Establishment of complaints procedure

If required by the Superannuation Conditions, the Trustee will establish such reasonable procedures under which enquiries and complaints may be dealt with.

REFERENCE SCHEDULE

Name of Fund:-

KGHollindale Superannuation Fund

Parties:-

(a) Trustee(s):-

KGHollindale Superannuation Pty Ltd

A.C.N. 645 425 092

UNIT 1

48 FLINDERS PDE

NORTH LAKES QLD 4509

(b) Initial Member(s):-

HOLLINDALE, GARTH MICHAEL

8 SEYMOUR ST

DECEPTION BAY QLD 4508

HOLLINDALE, KAREN PETA

8 SEYMOUR ST

DECEPTION BAY QLD 4508

Executed as a deed on the date appearing on page 1.

Executed for and on behalf of
KG Hollindale Superannuation Pty Ltd
A.C.N. 645 425 092
in their capacity as Trustee

GH
.....
Director

KH
.....
Director or Secretary

OR

.....
Sole Director / Secretary

Signed Sealed and Delivered by
HOLLINDALE, GARTH MICHAEL
in their capacity as Initial Member
in the presence of:

[Signature]
.....
HOLLINDALE, GARTH MICHAEL

[Signature]
.....
Witness (Signature)

Kath (Edy) Lee
.....
Print Name of Witness

Signed Sealed and Delivered by
HOLLINDALE, KAREN PETA
in their capacity as Initial Member
in the presence of:

[Signature]
.....
HOLLINDALE, KAREN PETA

[Signature]
.....
Witness (Signature)

Kath (Edy) Lee
.....
Print Name of Witness

APPLICATION FOR MEMBERSHIP

Name of Fund: KGHollindale Superannuation Fund

Member's Name: HOLLINDALE, KAREN PETA
(Minor's Name if on behalf of minor)

Address:
~~8 SEYMOUR ST~~
DECEPTION BAY QLD 4508

14/24 The Corso
North Lakes 4509.

Date of Birth: 28/12/1973

Occupation:

Telephone:

Fax:

Tax File Number:

Contributing Employer(s):

I hereby apply to become a Member of the abovementioned Fund.

* I apply as the parent or guardian of and on behalf of the minor referred to above.
(Delete if inapplicable)

I understand that my membership is subject to terms and conditions specified in the Governing Rules.

This application is accompanied by a Product Disclosure Statement.

I have received from the Trustee a notice containing information needed for the purpose of understanding the main features of the Fund, its management and financial condition and investment performance. (The Trustee must attach these if the Member is joining at a time other than when the fund is established).

Signed:



Dated:

29/10/2008

PRODUCT DISCLOSURE STATEMENT

Version 01072019

KGHollindale Superannuation Fund

This Product Disclosure Statement must be attached to all Application Form(s) for Membership by Members. Any omitted details must be inserted.

Name & Address and Contact Details (ie Telephone, Fax, Email) of Member(s):

HOLLINDALE, KAREN PETA

8 SEYMOUR ST

~~DECEPTION BAY QLD 4508~~ 

Name & Address and Contact Details (ie Telephone, Fax, Email) of Trustee(s):

KGHollindale Superannuation Pty Ltd

A.C.N. 645 425 092

UNIT 1

48 FLINDERS PDE

NORTH LAKES QLD 4509

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10. LABOUR STANDARDS, ENVIRONMENTAL, SOCIAL OR ETHICAL CONSIDERATIONS	6

To obtain a copy of this statement and a copy of any document that is applied, adopted or incorporated by this statement you may telephone the Trustee whose number is below.

Telephone Number _____
(The Trustee must insert their relevant telephone number here.)

Issued by the Trustee on: _____

Current as at 1st July 2019

PRODUCT DISCLOSURE STATEMENT (PDS)

This PDS is a summary of significant information and contains a number of references to important information. You should consider this information before making a decision about the product.

The material relating to your SMSF may change between the time when you read this Statement and the day when you sign the application form for membership.

The information provided in the Product Disclosure Statement is general information only and does not take account of your personal financial situation or needs. You should obtain financial advice tailored to your personal circumstances.

Accordingly this document should not be relied on as advice.

1. ABOUT YOUR SELF-MANAGED SUPERANNUATION FUND (SMSF)

Superannuation is to provide you with income for your retirement.

Your SMSF is established by the Trustee and the initial Member(s) signing a trust deed and contributions being paid to the Trustee who then invests that money as part of your super to provide retirement benefits to you.

For your Fund to be a SMSF it must meet several requirements. The requirements can vary depending on whether your Fund has individual Trustees or a corporate Trustee.

If your Fund has individual Trustees, the following must apply:

- it has a maximum of four members (Super laws may increase this to a maximum of six members);
- each Member is a Trustee and each Trustee is a Member;
- no Member is an employee of another Member, unless they are relatives of one another; and
- no Trustee is paid for their duties or services as a Trustee.

If your Fund has a corporate Trustee, the following must apply:

- It has a maximum of four members (Super laws may increase this to a maximum of six members);
- each Member of the Fund is a director of the corporate Trustee;
- each director of the corporate Trustee is a Member of the Fund;
- no Member is an employee of another Member, unless they are relatives of one another;
- the Trustee is not paid for its services as a Trustee; and
- no director of the corporate Trustee is paid for their duties or services as director in relation to the Fund.

Single Member Funds: If you have a corporate Trustee of a single Member Fund, the Member needs to be one of the following:

- the sole director of the corporate Trustee;
- one of only two directors, where the Member is;
 - a relative to the other director; or
 - not an employee of the other director.

A single Member Fund can also have two individuals as Trustees. The Member must be one of the individuals trustees, and the Member and other trustee are relatives, or the Member is not an employee of the other trustee.

See paragraph 17A(6) of the *Superannuation Industry (Supervision) Act 1993* ("**SIS Act**") and regulation 1.04AA of the *Superannuation Industry (Supervision) Regulations 1994* ("**SIS Regulations**") for an extended definition of "employee".

If a Member is under 18 they cannot be a Trustee and special rules apply.

If you are a new trustee or newly appointed director of a corporate trustee, you need to sign the Trustee Declaration within 21 days of your appointment to show that you understand your duties as a trustee of an SMSF. To obtain a copy of the Trustee declaration (NAT 71089) see the ATO website. Professional advice should be sought in relation to the succession to the trusteeship of the Fund in the event of your death or your inability to continue to act as trustee or director of a corporate trustee.

Investments are made by the Trustee and are pooled with contributions made to the Fund in respect of any other Members.

A SMSF Trustee is ultimately responsible for running your SMSF. It is important that the Trustee understands the duties, responsibilities and obligations of being a Trustee or director of a corporate Trustee.

Members can, generally speaking, withdraw their investment in a superannuation fund (called a "Benefit") when they retire after reaching preservation age (see below). Generally benefits can also be paid if a Member dies or becomes totally and permanently disabled or if they are entitled to a transition to retirement pension. This means that you should only invest in superannuation money you can afford to put away until later.

2. HOW SUPER WORKS

Superannuation is a means of saving for retirement which is, in part, compulsory.

There are different types of contributions that may be paid to the Trustee of the Fund. For example, employer contributions, voluntary contributions by you and government co-contributions. Before you make any contributions, you should speak to your professional advisers to ensure that you do not breach any contribution caps or transfer limits. There may be taxation consequences or other sanctions if you breach these caps. More information can be found on the ATO website.

There are limitations on contributions to, and withdrawals from, superannuation. More information on these limitations can be found on the ATO's website.

Tax savings are provided by the Government.

Most people have the right to choose into which Fund their employer should direct their superannuation guarantee contributions which are currently 9.5% of your ordinary earnings.

Withdrawing Benefits

Benefits are generally for your retirement and normally cannot be paid out in cash unless you meet a condition of release.

A condition of release includes but not limited to: reaching preservation age when a transition-to-retirement income stream may be commenced, retiring after reaching preservation age, death, permanent incapacity, attaining age 65 years, terminal illness and severe financial hardship. Benefits cashed before they are unrestricted non-preserved will not be taxed concessionally and will be taxed at your marginal tax rate.

Any contributions made on or from 1 July 1999 are preserved benefits. Neither preserved, nor restricted non-preserved benefits may be accessed until a condition of release has been satisfied. Preserved benefits may be cashed voluntarily only if a condition of release is met and subject to any cashing restrictions by the condition of release. Cashing restrictions tell you what form the benefits must be taken. Benefits in the Fund when all the conditions of release are met are called unrestricted non-preserved benefits. Generally, only unrestricted non-preserved benefits can be cashed by you from the Fund.

Your preservation age is worked out from the table below:

Birth Date	Preservation Age
Born before 01/07/1960	55
Born 01/07/1960 to 30/06/1961	56
Born 01/07/1961 to 30/06/1962	57
Born 01/07/1962 to 30/06/1963	58
Born 01/07/1963 to 30/06/1964	59
Born on or after 01/07/1964	60

When you are entitled to receive your benefit, it may be paid as a lump sum or pension or a combination.

Generally, the amount that can be paid is the amount in your member account less tax. A licensed financial adviser can advise in relation to the net amount of your benefits that can be accessed.

Where your benefit is being paid as a pension, the Trustee may pay your benefit by any type of income stream permissible including account based pensions. Transition to retirement pensions may be paid if you have not retired, however, there are limitations and conditions.

You may transfer your investment in the Fund to another complying superannuation fund or retirement savings account at any time.

If you die, your death benefit will be paid by the Trustee to your estate or your dependants as the Trustee decides. If you sign and give to the Trustees, a valid binding death benefit nomination, it will be paid as you nominate. If you sign a non-binding death benefit nomination, it will be taken into account by the Trustees but the Trustees will have the final decision. The provisions of the SIS Act regarding the lapsing of a binding death benefit nomination after three years do not apply to self-managed superannuation funds. You should regularly review your binding death benefit nomination especially when there is a change in your family circumstances. You should also obtain professional advice before making any death benefit nomination.

If you were receiving a pension on your death that included a reversionary beneficiary, then the pension may continue to be paid to that dependant provided they are entitled to receive it under the superannuation laws. These persons are generally your spouse, de facto spouse, or child provided they are under age 18 or aged 18 to 24 and were 'financially dependant' on you, or a person with whom you were in an interdependency relationship (see regulation 1.04AAAA SIS Regulations), at the time of your death. Otherwise generally the death benefit will be paid as a lump sum except in the case of a dependant who is disabled as defined under the Disability Services Act 1986. If you wish to nominate a reversionary beneficiary to a pension, you must obtain professional advice. Documentation will be necessary. Your pension and death benefit nomination should not conflict.

3. BENEFITS OF INVESTING IN A SELF-MANAGED SUPER FUND

This paragraph covers the SMSF in respect of which you have been given an application for Membership so that you may become a Member of the Fund.

The Fund's significant features and benefits are:

- As a Member and also a Trustee or director of the corporate Trustee, you may have more control over investments and greater flexibility by comparison with being a Member of an industry fund or a retail fund that is not a SMSF where you would not be a Trustee and where you may usually have general investment options only.
- Fees may be lower, however, this will depend usually upon where the funds are invested and the costs of running the SMSF.
- SMSFs may perform better than industry and retail funds. The Trustee may be able to make quick changes to the investment portfolio if investment conditions change.
- A SMSF may have greater flexibility in establishing and managing pensions. It may give you the ability to transfer personally owned listed securities and business real property directly into the Fund. It has the ability to own business real property that may, in appropriate circumstances and conditions in superannuation law, be rented for your business.
- A SMSF may be able to borrow money to purchase real estate or shares where the security is limited to the single asset being acquired, subject to certain conditions in superannuation law.
- A SMSF has estate planning benefits by allowing family members to combine their assets in the Fund to grow for retirement.
- The SMSF provides retirement benefits usually in the form of lump sums or pensions and may provide income streams as a transition to your retirement.

4. RISKS OF SUPER

Benefits are not guaranteed and are dependent generally on investment returns.

All investments carry risk.

Different strategies may carry different levels of risk, depending on the assets that make up the strategy.

Assets with the highest long-term returns may also carry the highest level of short-term risk.

The significant risks of SMSF investment are in summary:

- (a) the value of investments will vary;
- (b) the level of returns will vary, and future returns may differ from past returns;
- (c) returns are not guaranteed, and you may lose some or all of your money;
- (d) superannuation laws may change in the future including caps (limits) on how much may be contributed to the fund, and how much of the fund may be tax free;
- (e) the amount of your future superannuation savings (including contributions and returns) may not be enough to provide adequately for your retirement;
- (f) the level of risk for you will vary depending on a range of factors, including:
 - (i) age;
 - (ii) investment time frames;
 - (iii) where your other wealth is invested; and
 - (iv) your risk tolerance.

Other significant risks of joining a SMSF are in summary:

- (a) There is a risk of theft or fraud and there is no insurance that will cover you for theft or fraud.
- (b) Costs associated with running a SMSF with smaller account balances (for example less than \$200,000) can be significant and uncompetitive compared with other available super options.
- (c) Rates of tax on superannuation contributions and benefits may increase.
- (d) If the Fund has a variety of transactions and types of investments, the costs can be relatively higher than a public super fund due to their economies of scale.
- (e) If you have money in a fund now and plan to transfer that money to this Fund then, if you have existing life insurance in that fund, you may not be able to obtain life insurance at comparable rates outside the Fund or inside it.

- (f) You usually cannot access a super benefit payment from your SMSF until you reach your retirement age. You may be able to access pension payments when you reach preservation age subject to superannuation and tax laws. If you make voluntary contributions, you should ensure you will not need the money until you are able to meet a condition of release.

If the Trustee fails to comply with the superannuation and tax laws, which are complex, penalties may apply and your super may be reduced or fail to perform as well as it should. Additional tax may be payable from your super or by you. The ATO may take action that may include:

- (a) education directions;
- (b) enforceable undertakings;
- (c) rectification directions;
- (d) administrative penalties;
- (e) disqualifying a trustee;
- (f) imposing civil and criminal penalties;
- (g) allowing the Fund to wind up;
- (h) issuing notices of non-compliance; and/or
- (i) freezing the Fund's assets.

More information can be obtained from the ATO website and from your professional adviser.

5. HOW THE TRUSTEE WILL INVEST YOUR MONEY

The Trustee of the SMSF will invest your money. The rules of the Fund permit a very broad range of investments and no particular investment option is offered. The Trustee must determine an investment strategy and should obtain professional advice for that purpose. The investment strategy must be reviewed regularly and revised if necessary and the Trustee must consider whether a contract of insurance, insuring a Member should be held by the Trustees.

Once the investment strategy is determined, investments must be made in accordance with that strategy. Professional advice should be sought to determine particular investments.

You, as a Member, are not required to determine how super is invested, however, as a Trustee, or a director of a corporate Trustee you must do so. If you as a Member do not request the Trustee to invest in a particular manner the Trustee will invest as the Trustee sees fit and in accordance with the Fund's investment strategy. It may be possible to have a separate investment strategy relating to your own interest in the Fund.

You should be aware that superannuation legislation imposes some strict limitations on the type of assets that can be invested in or acquired. Breaches of these laws can lead to severe penalties.

If you need help about investing generally, speak to a licensed financial adviser.

WARNING

You must consider:

- (a) The likely investment return; and**
- (b) The risk; and**
- (c) Your investment timeframe when investing.**

Labour standards or environmental, social or ethical considerations are not taken into account in the selection, retention or realisation of investments relating to this Fund unless these have been added at paragraph 10.

If the Fund has been previously operating and a new member is to be admitted, the Trustee must also attach to this PDS, statements and information that a new member could reasonably require to decide whether to join the Fund. This would include and is not limited to, the Fund's financial statements, its investment strategy or strategies and any other information that may be material to a decision to join the Fund.

6. FEES AND COSTS

DID YOU KNOW?

Small differences in both investment performance and fees and costs can have a substantial impact on your long term returns.

For example, total annual fees and costs of 2% of your account balance rather than 1% could reduce your final return by up to 20% over a 30 year period (for example, reduce it from \$100 000 to \$80 000). You should consider whether features such as superior investment performance or the provision of better member services justify higher fees and costs.

Your employer may be able to negotiate to pay lower administration fees. Ask the fund or your financial adviser.

TO FIND OUT MORE

If you would like to find out more, or see the impact of the fees based on your own circumstances, the **Australian Securities and Investments Commission (ASIC)** website (www.moneysmart.gov.au) has a superannuation calculator to help you check out different fee options.

As there are no investment options set out in the rules of the SMSF there are no costs or fees detailed here with respect to investment options.

Initial set-up costs will include the costs of the trust deed and initial documentation. As a Trustee or as a director of a corporate Trustee, you will be aware of the costs for your Fund. The Trustees will also need accounting and relevant professional advice. You will be aware of these initial costs as you are a Trustee or a director of a corporate Trustee.

There will also be annual ongoing costs (which are likely to increase each year) such as the ATO supervisory levy of \$259 yearly costs for existing funds from 1 July 2018) accountancy fees to prepare financial accounts, audit fees, preparation and lodgement of annual taxation returns, tax advice and transaction costs on brokerage.

No fees and costs are charged by the Trustee for its services, however, where others are engaged to carry out work, such as accountants, financial planners and solicitors (and commissions on investments) then those costs are payable by the Trustee from the Fund and are usually debited to member accounts on a proportionate basis unless, for example, a particular amount is payable owing to a particular investment that has been made as requested by a particular member and for that member only.

Fees and costs of investments are available from the Trustee when an investment has been determined. They are usually set out in a PDS relating to the proposed investment.

WARNING

Additional fees may be paid to a financial adviser if a financial adviser is consulted.

If a financial adviser is consulted, please refer to the Statement of Advice given to the Trustee in which details of the fees applicable should be set out.

7. HOW SUPER IS TAXED

The ATO website has information on the taxation of superannuation. A brief summary of significant tax information is set out below, however, you should always seek taxation advice from a professional adviser. The Trustee is generally responsible for paying or withholding tax to the ATO.

Tax on Contributions

When a contribution is made that is tax deductible (a concessional contribution) to the contributor, who may for example be you (if you are self-employed) or your employer (if you are an employee) then tax at 15% is payable from your Member account by the Trustees and this is usually paid quarterly to the ATO and will be included as assessable income of the SMSF.

Division 293 tax is an additional tax on super contributions which reduces the tax concession for individuals whose combined income and contributions are greater than the Division 293 threshold, which as from 1 July 2017 is \$250,000. It is charged at an additional 15% ie a total of 30% on the tax deductible contributions.

Tax on Excess Contributions

WARNING

There will be taxation consequences if the contribution caps applicable to superannuation are exceeded. Professional advice should be obtained by you before contributing to the Fund.

Contribution caps are legal maximum limits on the amount of contributions that may be made by you and others for you that are taxed at a lower rate.

Contributions in excess of the respective caps may be taxed at higher rates. The amount of tax you pay on the excess amount depends on which cap you exceed. There may be other requirements or penalties imposed by the ATO if you exceed these limits.

Tax on Fund Earnings

When the Fund earns income on its investments it must pay tax to the ATO. The rate is usually a maximum rate of 15% on these earnings and your account will be debited with the tax on the earnings on your interest in the Fund. These are usually paid quarterly and annually as appropriate by the Trustee from your Member account. If you commence certain types of pensions, tax may or may not be payable on the investment income arising from assets used to support a pension depending on a number of different factors. Professional advice should be obtained.

Tax on Withdrawal of Benefits

If you withdraw money from the Fund as a lump sum or a pension, the amount may be tax free or tax may be payable.

To determine if your super withdrawal will be taxed, you need to know:

- Your preservation age and the age you will be when you get the payment;
- Whether the money in your super account is tax-free or taxable; and
- Whether you will receive the payment as an income stream or lump sum.

Super money that is tax-free when withdrawn is known as the 'tax-free component' of your super. Super money that is taxable when withdrawn is known as the 'taxable component' of your super.

The taxable component may consist of a taxed element and/or an untaxed element, depending on whether the benefit is paid from a taxed or untaxed source. Your super fund can tell you how much of the money in your super account is tax-free or taxable and professional advice should be obtained.

Whether the money in your super account is tax-free or taxable when you withdraw it generally depends on the type of contributions that have been made and whether tax has been paid on it.

Non-concessional (after-tax) contributions, those made from your income after you paid tax on your income, are tax-free when withdrawn from your super account. Generally, personal contributions that you made from your after-tax income, unless you have claimed a tax deduction for them, are part of the tax-free component of super.

Concessional (before-tax) contributions, those made from your income before you paid tax on your income, are taxable when withdrawn from your super account. These types of contributions include:

- the super contributions that your employer must make for you;
- money that you salary sacrifice into super;
- super contributions that you were allowed to claim a tax deduction for.

For comprehensive tax tables, see the ATO website or obtain professional advice.

Tax File Number

WARNING

You must provide your tax file number to the Trustee as part of joining the self-managed superannuation fund.

If a Member does not give their TFN to the Trustee:-

- the Trustee cannot accept any Member contributions or contributions made by your spouse on your behalf without your TFN;
- any Member entitled to superannuation co-contributions may miss out; and
- the Trustee will have to pay additional income tax (called "TFN contributions tax") on some types of contributions made on that Member's behalf;
- the Trustee must return all Member contributions to the person or entity who paid them within 30 days of becoming aware that the Trustee should not have accepted those contributions unless it receives the TFN within that time period.

8. INSURANCE IN YOUR SUPER

Speak to the Trustee if you desire insurance and the Trustee should seek professional advice. The Trustee may offer and effect insurance for Members. If insurance is offered, the details are below.

(If nothing is added below, the Trustee does not intend to offer insurance to Members.)

9. HOW TO OPEN AN ACCOUNT

You join the fund by signing the application for membership and giving that to the Trustee. Contributions must be paid to the Trustee to commence your membership. There is no cooling-off period applicable to joining the Fund.

You may make a complaint in writing or verbally to the Trustee whose contact details are shown on this PDS. Redress is via the Courts if the issue cannot be resolved.

10. LABOUR STANDARDS, ENVIRONMENTAL, SOCIAL OR ETHICAL CONSIDERATIONS

The Trustee will inform you if labour standards or environmental, social or ethical considerations are or will be taken into account when the Trustee selects, retains or realises an investment. **Unless you are notified otherwise, the Trustee does not take any such considerations into account, however, the Trustee may incorporate those things into their investment strategy.**

(If nothing is added here, these are not taken into account – see paragraph 5.)

APPLICATION FOR MEMBERSHIP

Name of Fund: KGHollindale Superannuation Fund

Member's Name: HOLLINDALE, GARTH MICHAEL
(Minor's Name if on behalf of minor)

Address:

~~8 SEYMOUR ST~~

~~DECEPTION BAY QLD 4508~~

14/24 The Corso
Northlakes, Q 4509



Date of Birth: 08/12/1975

Occupation:

Telephone:

Fax:

Tax File Number:

Contributing Employer(s):

I hereby apply to become a Member of the abovementioned Fund.

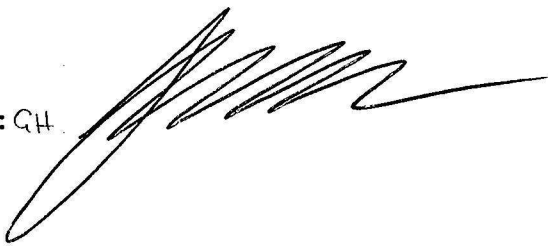
* I apply as the parent or guardian of and on behalf of the minor referred to above.
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I understand that my membership is subject to terms and conditions specified in the Governing Rules.

This application is accompanied by a Product Disclosure Statement.

I have received from the Trustee a notice containing information needed for the purpose of understanding the main features of the Fund, its management and financial condition and investment performance. (The Trustee must attach these if the Member is joining at a time other than when the fund is established).

Signed: GH



Dated: 29/10/2020

PRODUCT DISCLOSURE STATEMENT

Version 01072019

KGHollindale Superannuation Fund

This Product Disclosure Statement must be attached to all Application Form(s) for Membership by Members. Any omitted details must be inserted.

Name & Address and Contact Details (ie Telephone, Fax, Email) of Member(s):

HOLLINDALE, GARTH MICHAEL

~~8 SEYMOUR ST.~~

~~DECEPTION BAY QLD 4508~~



Name & Address and Contact Details (ie Telephone, Fax, Email) of Trustee(s):

KGHollindale Superannuation Pty Ltd

A.C.N. 645 425 092

UNIT 1

48 FLINDERS PDE

NORTH LAKES QLD 4509

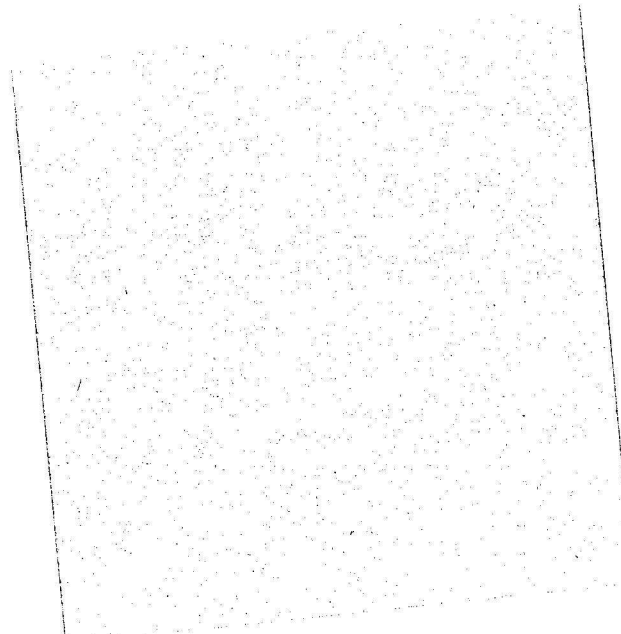


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To obtain a copy of this statement and a copy of any document that is applied, adopted or incorporated by this statement you may telephone the Trustee whose number is below.

Telephone Number _____
(The Trustee must insert their relevant telephone number here.)

Issued by the Trustee on: _____

Current as at 1st July 2019

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The material relating to your SMSF may change between the time when you read this Statement and the day when you sign the application form for membership.

The information provided in the Product Disclosure Statement is general information only and does not take account of your personal financial situation or needs. You should obtain financial advice tailored to your personal circumstances.

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For your Fund to be a SMSF it must meet several requirements. The requirements can vary depending on whether your Fund has individual Trustees or a corporate Trustee.

If your Fund has individual Trustees, the following must apply:

- it has a maximum of four members (Super laws may increase this to a maximum of six members);
- each Member is a Trustee and each Trustee is a Member;
- no Member is an employee of another Member, unless they are relatives of one another; and
- no Trustee is paid for their duties or services as a Trustee.

If your Fund has a corporate Trustee, the following must apply:

- It has a maximum of four members (Super laws may increase this to a maximum of six members);
- each Member of the Fund is a director of the corporate Trustee;
- each director of the corporate Trustee is a Member of the Fund;
- no Member is an employee of another Member, unless they are relatives of one another;
- the Trustee is not paid for its services as a Trustee; and
- no director of the corporate Trustee is paid for their duties or services as director in relation to the Fund.

Single Member Funds: If you have a corporate Trustee of a single Member Fund, the Member needs to be one of the following:

- the sole director of the corporate Trustee;
- one of only two directors, where the Member is;
 - a relative to the other director; or
 - not an employee of the other director.

A single Member Fund can also have two individuals as Trustees. The Member must be one of the individuals trustees, and the Member and other trustee are relatives, or the Member is not an employee of the other trustee.

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Superannuation is a means of saving for retirement which is, in part, compulsory.

There are different types of contributions that may be paid to the Trustee of the Fund. For example, employer contributions, voluntary contributions by you and government co-contributions. Before you make any contributions, you should speak to your professional advisers to ensure that you do not breach any contribution caps or transfer limits. There may be taxation consequences or other sanctions if you breach these caps. More information can be found on the ATO website.

There are limitations on contributions to, and withdrawals from, superannuation. More information on these limitations can be found on the ATO's website.

Tax savings are provided by the Government.

Most people have the right to choose into which Fund their employer should direct their superannuation guarantee contributions which are currently 9.5% of your ordinary earnings.

Withdrawing Benefits

Benefits are generally for your retirement and normally cannot be paid out in cash unless you meet a condition of release.

A condition of release includes but not limited to: reaching preservation age when a transition-to-retirement income stream may be commenced, retiring after reaching preservation age, death, permanent incapacity, attaining age 65 years, terminal illness and severe financial hardship. Benefits cashed before they are unrestricted non-preserved will not be taxed concessionally and will be taxed at your marginal tax rate.

Any contributions made on or from 1 July 1999 are preserved benefits. Neither preserved, nor restricted non-preserved benefits may be accessed until a condition of release has been satisfied. Preserved benefits may be cashed voluntarily only if a condition of release is met and subject to any cashing restrictions by the condition of release. Cashing restrictions tell you what form the benefits must be taken. Benefits in the Fund when all the conditions of release are met are called unrestricted non-preserved benefits. Generally, only unrestricted non-preserved benefits can be cashed by you from the Fund.

Your preservation age is worked out from the table below:

Birth Date	Preservation Age
Born before 01/07/1960	55
Born 01/07/1960 to 30/06/1961	56
Born 01/07/1961 to 30/06/1962	57
Born 01/07/1962 to 30/06/1963	58
Born 01/07/1963 to 30/06/1964	59
Born on or after 01/07/1964	60

When you are entitled to receive your benefit, it may be paid as a lump sum or pension or a combination.

Generally, the amount that can be paid is the amount in your member account less tax. A licensed financial adviser can advise in relation to the net amount of your benefits that can be accessed.

Where your benefit is being paid as a pension, the Trustee may pay your benefit by any type of income stream permissible including account based pensions. Transition to retirement pensions may be paid if you have not retired, however, there are limitations and conditions.

You may transfer your investment in the Fund to another complying superannuation fund or retirement savings account at any time.

If you die, your death benefit will be paid by the Trustee to your estate or your dependants as the Trustee decides. If you sign and give to the Trustees, a valid binding death benefit nomination, it will be paid as you nominate. If you sign a non-binding death benefit nomination, it will be taken into account by the Trustees but the Trustees will have the final decision. The provisions of the SIS Act regarding the lapsing of a binding death benefit nomination after three years do not apply to self-managed superannuation funds. You should regularly review your binding death benefit nomination especially when there is a change in your family circumstances. You should also obtain professional advice before making any death benefit nomination.

If you were receiving a pension on your death that included a reversionary beneficiary, then the pension may continue to be paid to that dependant provided they are entitled to receive it under the superannuation laws. These persons are generally your spouse, de facto spouse, or child provided they are under age 18 or aged 18 to 24 and were 'financially dependant' on you, or a person with whom you were in an interdependency relationship (see regulation 1.04AAAA SIS Regulations), at the time of your death. Otherwise generally the death benefit will be paid as a lump sum except in the case of a dependant who is disabled as defined under the Disability Services Act 1986. If you wish to nominate a reversionary beneficiary to a pension, you must obtain professional advice. Documentation will be necessary. Your pension and death benefit nomination should not conflict.

3. BENEFITS OF INVESTING IN A SELF-MANAGED SUPER FUND

This paragraph covers the SMSF in respect of which you have been given an application for Membership so that you may become a Member of the Fund.

The Fund's significant features and benefits are:

- As a Member and also a Trustee or director of the corporate Trustee, you may have more control over investments and greater flexibility by comparison with being a Member of an industry fund or a retail fund that is not a SMSF where you would not be a Trustee and where you may usually have general investment options only.
- Fees may be lower, however, this will depend usually upon where the funds are invested and the costs of running the SMSF.
- SMSFs may perform better than industry and retail funds. The Trustee may be able to make quick changes to the investment portfolio if investment conditions change.
- A SMSF may have greater flexibility in establishing and managing pensions. It may give you the ability to transfer personally owned listed securities and business real property directly into the Fund. It has the ability to own business real property that may, in appropriate circumstances and conditions in superannuation law, be rented for your business.
- A SMSF may be able to borrow money to purchase real estate or shares where the security is limited to the single asset being acquired, subject to certain conditions in superannuation law.
- A SMSF has estate planning benefits by allowing family members to combine their assets in the Fund to grow for retirement.
- The SMSF provides retirement benefits usually in the form of lump sums or pensions and may provide income streams as a transition to your retirement.

4. RISKS OF SUPER

Benefits are not guaranteed and are dependent generally on investment returns.

All investments carry risk.

Different strategies may carry different levels of risk, depending on the assets that make up the strategy.

Assets with the highest long-term returns may also carry the highest level of short-term risk.

The significant risks of SMSF investment are in summary:

- (a) the value of investments will vary;
- (b) the level of returns will vary, and future returns may differ from past returns;
- (c) returns are not guaranteed, and you may lose some or all of your money;
- (d) superannuation laws may change in the future including caps (limits) on how much may be contributed to the fund, and how much of the fund may be tax free;
- (e) the amount of your future superannuation savings (including contributions and returns) may not be enough to provide adequately for your retirement;
- (f) the level of risk for you will vary depending on a range of factors, including:
 - (i) age;
 - (ii) investment time frames;
 - (iii) where your other wealth is invested; and
 - (iv) your risk tolerance.

Other significant risks of joining a SMSF are in summary:

- (a) There is a risk of theft or fraud and there is no insurance that will cover you for theft or fraud.
- (b) Costs associated with running a SMSF with smaller account balances (for example less than \$200,000) can be significant and uncompetitive compared with other available super options.
- (c) Rates of tax on superannuation contributions and benefits may increase.
- (d) If the Fund has a variety of transactions and types of investments, the costs can be relatively higher than a public super fund due to their economies of scale.
- (e) If you have money in a fund now and plan to transfer that money to this Fund then, if you have existing life insurance in that fund, you may not be able to obtain life insurance at comparable rates outside the Fund or inside it.

- (f) You usually cannot access a super benefit payment from your SMSF until you reach your retirement age. You may be able to access pension payments when you reach preservation age subject to superannuation and tax laws. If you make voluntary contributions, you should ensure you will not need the money until you are able to meet a condition of release.

If the Trustee fails to comply with the superannuation and tax laws, which are complex, penalties may apply and your super may be reduced or fail to perform as well as it should. Additional tax may be payable from your super or by you. The ATO may take action that may include:

- (a) education directions;
- (b) enforceable undertakings;
- (c) rectification directions;
- (d) administrative penalties;
- (e) disqualifying a trustee;
- (f) imposing civil and criminal penalties;
- (g) allowing the Fund to wind up;
- (h) issuing notices of non-compliance; and/or
- (i) freezing the Fund's assets.

More information can be obtained from the ATO website and from your professional adviser.

5. HOW THE TRUSTEE WILL INVEST YOUR MONEY

The Trustee of the SMSF will invest your money. The rules of the Fund permit a very broad range of investments and no particular investment option is offered. The Trustee must determine an investment strategy and should obtain professional advice for that purpose. The investment strategy must be reviewed regularly and revised if necessary and the Trustee must consider whether a contract of insurance, insuring a Member should be held by the Trustees.

Once the investment strategy is determined, investments must be made in accordance with that strategy. Professional advice should be sought to determine particular investments.

You, as a Member, are not required to determine how super is invested, however, as a Trustee, or a director of a corporate Trustee you must do so. If you as a Member do not request the Trustee to invest in a particular manner the Trustee will invest as the Trustee sees fit and in accordance with the Fund's investment strategy. It may be possible to have a separate investment strategy relating to your own interest in the Fund.

You should be aware that superannuation legislation imposes some strict limitations on the type of assets that can be invested in or acquired. Breaches of these laws can lead to severe penalties.

If you need help about investing generally, speak to a licensed financial adviser.

WARNING

You must consider:

- (a) The likely investment return; and**
- (b) The risk; and**
- (c) Your investment timeframe when investing.**

Labour standards or environmental, social or ethical considerations are not taken into account in the selection, retention or realisation of investments relating to this Fund unless these have been added at paragraph 10.

If the Fund has been previously operating and a new member is to be admitted, the Trustee must also attach to this PDS, statements and information that a new member could reasonably require to decide whether to join the Fund. This would include and is not limited to, the Fund's financial statements, its investment strategy or strategies and any other information that may be material to a decision to join the Fund.

6. FEES AND COSTS

DID YOU KNOW?

Small differences in both investment performance and fees and costs can have a substantial impact on your long term returns.

For example, total annual fees and costs of 2% of your account balance rather than 1% could reduce your final return by up to 20% over a 30 year period (for example, reduce it from \$100 000 to \$80 000). You should consider whether features such as superior investment performance or the provision of better member services justify higher fees and costs.

Your employer may be able to negotiate to pay lower administration fees. Ask the fund or your financial adviser.

TO FIND OUT MORE

If you would like to find out more, or see the impact of the fees based on your own circumstances, the **Australian Securities and Investments Commission (ASIC)** website (www.moneysmart.gov.au) has a superannuation calculator to help you check out different fee options.

As there are no investment options set out in the rules of the SMSF there are no costs or fees detailed here with respect to investment options.

Initial set-up costs will include the costs of the trust deed and initial documentation. As a Trustee or as a director of a corporate Trustee, you will be aware of the costs for your Fund. The Trustees will also need accounting and relevant professional advice. You will be aware of these initial costs as you are a Trustee or a director of a corporate Trustee.

There will also be annual ongoing costs (which are likely to increase each year) such as the ATO supervisory levy of \$259 yearly costs for existing funds from 1 July 2018) accountancy fees to prepare financial accounts, audit fees, preparation and lodgement of annual taxation returns, tax advice and transaction costs on brokerage.

No fees and costs are charged by the Trustee for its services, however, where others are engaged to carry out work, such as accountants, financial planners and solicitors (and commissions on investments) then those costs are payable by the Trustee from the Fund and are usually debited to member accounts on a proportionate basis unless, for example, a particular amount is payable owing to a particular investment that has been made as requested by a particular member and for that member only.

Fees and costs of investments are available from the Trustee when an investment has been determined. They are usually set out in a PDS relating to the proposed investment.

WARNING

Additional fees may be paid to a financial adviser if a financial adviser is consulted.

If a financial adviser is consulted, please refer to the Statement of Advice given to the Trustee in which details of the fees applicable should be set out.

7. HOW SUPER IS TAXED

The ATO website has information on the taxation of superannuation. A brief summary of significant tax information is set out below, however, you should always seek taxation advice from a professional adviser. The Trustee is generally responsible for paying or withholding tax to the ATO.

Tax on Contributions

When a contribution is made that is tax deductible (a concessional contribution) to the contributor, who may for example be you (if you are self-employed) or your employer (if you are an employee) then tax at 15% is payable from your Member account by the Trustees and this is usually paid quarterly to the ATO and will be included as assessable income of the SMSF.

Division 293 tax is an additional tax on super contributions which reduces the tax concession for individuals whose combined income and contributions are greater than the Division 293 threshold, which as from 1 July 2017 is \$250,000. It is charged at an additional 15% ie a total of 30% on the tax deductible contributions.

Tax on Excess Contributions

WARNING

There will be taxation consequences if the contribution caps applicable to superannuation are exceeded. Professional advice should be obtained by you before contributing to the Fund.

Contribution caps are legal maximum limits on the amount of contributions that may be made by you and others for you that are taxed at a lower rate.

Contributions in excess of the respective caps may be taxed at higher rates. The amount of tax you pay on the excess amount depends on which cap you exceed. There may be other requirements or penalties imposed by the ATO if you exceed these limits.

Tax on Fund Earnings

When the Fund earns income on its investments it must pay tax to the ATO. The rate is usually a maximum rate of 15% on these earnings and your account will be debited with the tax on the earnings on your interest in the Fund. These are usually paid quarterly and annually as appropriate by the Trustee from your Member account. If you commence certain types of pensions, tax may or may not be payable on the investment income arising from assets used to support a pension depending on a number of different factors. Professional advice should be obtained.

Tax on Withdrawal of Benefits

If you withdraw money from the Fund as a lump sum or a pension, the amount may be tax free or tax may be payable.

To determine if your super withdrawal will be taxed, you need to know:

- Your preservation age and the age you will be when you get the payment;
- Whether the money in your super account is tax-free or taxable; and
- Whether you will receive the payment as an income stream or lump sum.

Super money that is tax-free when withdrawn is known as the 'tax-free component' of your super. Super money that is taxable when withdrawn is known as the 'taxable component' of your super.

The taxable component may consist of a taxed element and/or an untaxed element, depending on whether the benefit is paid from a taxed or untaxed source. Your super fund can tell you how much of the money in your super account is tax-free or taxable and professional advice should be obtained.

Whether the money in your super account is tax-free or taxable when you withdraw it generally depends on the type of contributions that have been made and whether tax has been paid on it.

Non-concessional (after-tax) contributions, those made from your income after you paid tax on your income, are tax-free when withdrawn from your super account. Generally, personal contributions that you made from your after-tax income, unless you have claimed a tax deduction for them, are part of the tax-free component of super.

Concessional (before-tax) contributions, those made from your income before you paid tax on your income, are taxable when withdrawn from your super account. These types of contributions include:

- the super contributions that your employer must make for you;
- money that you salary sacrifice into super;
- super contributions that you were allowed to claim a tax deduction for.

For comprehensive tax tables, see the ATO website or obtain professional advice.

Tax File Number

WARNING

You must provide your tax file number to the Trustee as part of joining the self-managed superannuation fund.

If a Member does not give their TFN to the Trustee:-

- the Trustee cannot accept any Member contributions or contributions made by your spouse on your behalf without your TFN;
- any Member entitled to superannuation co-contributions may miss out; and
- the Trustee will have to pay additional income tax (called "TFN contributions tax") on some types of contributions made on that Member's behalf;
- the Trustee must return all Member contributions to the person or entity who paid them within 30 days of becoming aware that the Trustee should not have accepted those contributions unless it receives the TFN within that time period.

8. INSURANCE IN YOUR SUPER

Speak to the Trustee if you desire insurance and the Trustee should seek professional advice. The Trustee may offer and effect insurance for Members. If insurance is offered, the details are below.

(If nothing is added below, the Trustee does not intend to offer insurance to Members.)

9. HOW TO OPEN AN ACCOUNT

You join the fund by signing the application for membership and giving that to the Trustee. Contributions must be paid to the Trustee to commence your membership. There is no cooling-off period applicable to joining the Fund.

You may make a complaint in writing or verbally to the Trustee whose contact details are shown on this PDS. Redress is via the Courts if the issue cannot be resolved.

10. LABOUR STANDARDS, ENVIRONMENTAL, SOCIAL OR ETHICAL CONSIDERATIONS

The Trustee will inform you if labour standards or environmental, social or ethical considerations are or will be taken into account when the Trustee selects, retains or realises an investment. **Unless you are notified otherwise, the Trustee does not take any such considerations into account, however, the Trustee may incorporate those things into their investment strategy.**

(If nothing is added here, these are not taken into account – see paragraph 5.)

Statement that Fund is a Resident Regulated Superannuation Fund

Section 25 of the Superannuation Guarantee (Administration Act) 1992 specifies that contributions are presumed to be contributions to a complying superannuation fund if, at or before the time the contribution is made, the employer has obtained a written statement from the Trustee of the Fund in the form set out below.

This statement should be provided to an employer at or before the employer makes the first contribution into the fund.

Please note that contributions will not be presumed to be to a complying fund if, at the time the contribution is made, the employer is:

- * The Trustee of the Fund; or
- * Has an association with the Trustee or manager of the Fund (within the meaning of section 318 of the Income Tax Assessment Act 1936);

AND

- * the employer has reasonable grounds for believing the Fund is not a resident regulated superannuation fund within the meaning of the Superannuation Industry (Supervision) Act 1993 (Cth) or is operating in contravention of a regulatory provision, as defined in section 38A of that Act.

Statement

KGHollindale Superannuation Pty Ltd
A.C.N. 645 425 092

the Trustee of the

KGHollindale Superannuation Fund

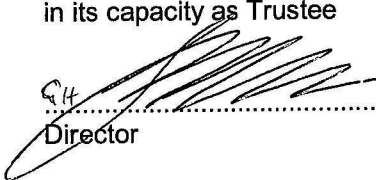
("Fund") state:

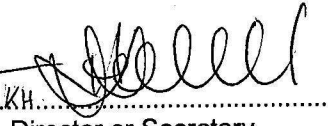
1. The Fund is a resident regulated superannuation fund within the meaning of the Superannuation Industry (Supervision) Act 1993 (Cth); and

2. The Fund is not subject to a direction under section 63 of the Superannuation Industry (Supervision) Act 1993 (Cth).

Signed by the Trustees

Executed for and on behalf of
KGHollindale Superannuation Pty Ltd
A.C.N. 645 425 092
in its capacity as Trustee


.....
SH
Director


.....
KH
Director or Secretary

OR

.....
Sole Director / Secretary