

Compliance Workpapers
Pirie Super Fund
Financial Year - 2023



Fund Details

Fund Name	Pirie Super Fund
Contact no	0490073087
Financial Year	2023
Established Date	25/02/2019
ABN	58 290 297 071
TFN	577391283
Trustee Type	Corporate
Trustees	Make Shore Pty Ltd
ACN	631805608

Statement of Financial Position

Assets	Qty	2023	2022	Change (\$)	Change (%)	
Investments	0.00	500,000.00	0.00	500,000.00	100.00	WP-1 WP-2
Cash and Cash Equivalents	0.00	500,000.00	0.00	500,000.00	100.00	
Heritage Bank Term Deposit maturing 06/02/2024 @ 4.00% p.a.	250,000.00	250,000.00	0.00	250,000.00	100.00	WP-1
Heritage Bank Term Deposit maturing 14/11/2023 @ 4.00% p.a.	250,000.00	250,000.00	0.00	250,000.00	100.00	WP-1
Other Assets	0.00	726,583.83	1,384,898.94	-658,315.11	47.54	
Cash At Bank	0.00	697,141.98	1,443,545.99	-746,404.01	51.71	
Heritage Bank Online Saver A/C S26	0.00	695,999.91	1,441,806.45	-745,806.54	51.73	WP-1
Heritage Bank Simply Access A/C S1	0.00	1,142.07	1,739.54	-597.47	34.35	WP-1
Current Tax Assets	0.00	29,441.85	-59,527.05	88,968.90	149.46	WP-1 WP-2 WP-3
Income Tax Instalments Paid	0.00	31,272.00	0.00	31,272.00	100.00	WP-1
Income Tax Payable	0.00	0.00	-59,527.05	59,527.05	100.00	
Provision for Income Tax	0.00	-1,830.15	0.00	-1,830.15	100.00	
Sundry Assets	0.00	0.00	880.00	-880.00	100.00	
Formation Costs on Establishment	0.00	0.00	880.00	-880.00	100.00	
Total Assets	0.00	1,226,583.83	1,384,898.94	-158,315.11	11.43	
Liabilities						
Total Liabilities	0.00	0.00	0.00	0.00	0.00	

Member Entitlements	Qty	2023	2022	Change (\$)	Change (%)	
Member Entitlement Accounts	0.00	1,226,583.83	1,384,898.94	-158,315.11	11.43	WP-1 WP-2
Mr David Pirie	0.00	0.00	167,396.69	-167,396.69	100.00	WP-1
Accumulation	0.00	0.00	167,396.69	-167,396.69	100.00	
Mrs Catherine Pirie	0.00	1,226,583.83	1,217,502.25	9,081.58	0.75	
Accumulation	0.00	1,226,583.83	1,217,502.25	9,081.58	0.75	
Total Member Entitlements	0.00	1,226,583.83	1,384,898.94	-158,315.11	11.43	

Operating Statement

Income	2023	2022	Change (\$)	Change (%)	
Investment Gains	0.00	-87,611.52	87,611.52	100.00	
Increase in Market Value	0.00	-758,288.26	758,288.26	100.00	WP-1
Realised Capital Gains	0.00	670,676.74	-670,676.74	100.00	WP-1
Investment Income	21,058.45	25,764.26	-4,705.81	18.26	WP-1 WP-2
Interest	21,058.45	1,594.39	19,464.06	1,220.78	
Cash At Bank	21,058.45	0.00	21,058.45	100.00	
Heritage Bank Online Saver A/C S26	21,057.36	0.00	21,057.36	100.00	WP-1
Heritage Bank Simply Access A/C S1	1.09	0.00	1.09	100.00	WP-1
Other Rental Related Income	0.00	169.87	-169.87	100.00	
Rent	0.00	24,000.00	-24,000.00	100.00	
Member Receipts	0.00	10,476.27	-10,476.27	100.00	
Contributions	0.00	10,476.27	-10,476.27	100.00	WP-1
Member	0.00	10,476.27	-10,476.27	100.00	
Personal Non-Concessional	0.00	10,476.27	-10,476.27	100.00	
Other Income	113.35	0.00	113.35	100.00	
ATO Interest Payments	113.35	0.00	113.35	100.00	WP-1
Total Income	21,171.80	-51,370.99	72,542.79	141.21	
Expenses	2023	2022	Change (\$)	Change (%)	
Member Payments	166,863.90	0.00	166,863.90	100.00	

Expenses	2023	2022	Change (\$)	Change (%)	
Pensions Paid	166,863.90	0.00	166,863.90	100.00	WP-1
Mr David Pirie	166,863.90	0.00	166,863.90	100.00	
Account Based Pension (73.72% Tax Free)	166,863.90	0.00	166,863.90	100.00	
Other Expenses	10,792.86	46,071.37	-35,278.51	76.57	
Accountancy Fee	7,403.00	15,932.00	-8,529.00	53.53	WP-1 WP-2 WP-3
Adviser Fee	990.00	0.00	990.00	100.00	WP-1
ASIC Fee	349.00	0.00	349.00	100.00	WP-1 WP-2
Auditor Fee	504.90	990.00	-485.10	49.00	WP-1
Bank Fees	0.00	120.00	-120.00	100.00	
Depreciation	0.00	85.70	-85.70	100.00	WP-1
Capital Allowances	0.00	85.70	-85.70	100.00	
Establishment Fee	880.00	880.00	0.00	0.00	
Fine	0.00	688.00	-688.00	100.00	
Interest Paid	0.00	7,982.96	-7,982.96	100.00	
Penalty Interest Paid	406.96	0.00	406.96	100.00	WP-1
Property Expenses	0.00	17,703.71	-17,703.71	100.00	WP-1
Insurance Premium	0.00	731.35	-731.35	100.00	
Sundry Expenses	0.00	16,972.36	-16,972.36	100.00	
Regulatory Fees	0.00	653.00	-653.00	100.00	

Expenses	2023	2022	Change (\$)	Change (%)	
SMSF Supervisory Levy	259.00	1,036.00	-777.00	75.00	
Total Expenses	177,656.76	46,071.37	131,585.39	285.61	
Income Tax	2023	2022	Change (\$)	Change (%)	
Income Tax Expense	1,830.15	59,527.05	-57,696.90	96.93	WP-1 WP-2
Income Tax Expense	1,830.15	59,527.05	-57,696.90	96.93	
Total Income Tax	1,830.15	59,527.05	-57,696.90	96.93	
Net Profit(Loss) Total	-158,315.11	-156,969.41			

Pension Limit

				Current Status : Good to Go Prior Status : N/A	Prepared By : N/A	Reviewed By : N/A
	Account Name	Age	Year To Date	Minimum	Maximum	
Mr David Pirie						
	Account Based Pension (73.72% Tax Free)	62	166,863.90	2,890.00		

Tax Effective Allocation of Pension Payment (Member Level)

		Current Status : Good to Go Prior Status : N/A	Prepared By : N/A	Reviewed By : N/A
	Account Name	Drawdown To Date	Minimum	Tax Free %
Mr David Pirie (Age: 62 at 30/06/2023)				
	Account Based Pension (73.72% Tax Free)	166,863.90	2,890.00	73.72


Lump Sum Payment - Good to Go

Great news! After review there is nothing that requires your attention.

Preservation Components

						Current Status : Good to Go Prior Status : N/A		Prepared By : N/A	Reviewed By : N/A
			Prior Year			Current Year			
Account Name	Account Type	Preserved Amount	Restricted Non-Preserved Amount	Unrestricted Non-Preserved Amount	Preserved Amount	Restricted Non-Preserved Amount	Unrestricted Non-Preserved Amount		
Mrs Catherine Pirie (Age: 59 at 30/06/2023)									
Accumulation	Accumulation	1,217,502.25	0.00	0.00	1,226,583.83	0.00	0.00		

Tax Component Verification (Accumulation)

		Current Status : Good to Go Prior Status : Warning	Prepared By : N/A	Reviewed By : N/A
	Account Name		Prior Year Tax Free Amount	Current Year Tax Free Amount
Mr David Pirie (Age: 62 at 30/06/2023)				
	Accumulation		123,008.62	0.00
Mrs Catherine Pirie (Age: 59 at 30/06/2023)				
	Accumulation		58,260.31	58,260.31

Tax Component Verification (Pension)

		Current Status : Good to Go Prior Status : N/A	Prepared By : N/A	Reviewed By : N/A
	Account Name	Calculated tax free %	Current year tax free %	Prior year tax free %
Mr David Pirie (Age: 62 at 30/06/2023)				
	Account Based Pension (73.72% Tax Free)		0.00	

Work Test - Good to Go

Great news! After review there is nothing that requires your attention.

Contribution Cap Limit

		Current Status : Good to Go Prior Status : N/A	Prepared By : N/A	Reviewed By : N/A
Current Year Contributions			Concessional	Non-Concessional
<p>Mr David Pirie Date of Birth: 29/08/1960 (Age: 61 at 30/06/2023)</p>				
	Caps		27,500.00	110,000.00
	Cumulative available unused cap		102,500.00	0.00
	Maximum cap available		130,000.00	110,000.00
	Contributions made (to this fund)		0.00	0.00
	Contributions made (to other fund)		0.00	0.00
	Contributions as allocated		0.00	0.00
	Amount above caps		0.00	0.00
<p>Mrs Catherine Pirie Date of Birth: 03/08/1963 (Age: 58 at 30/06/2023)</p>				
	Caps		27,500.00	110,000.00
	Cumulative available unused cap		0.00	0.00
	Maximum cap available		27,500.00	110,000.00
	Contributions made (to this fund)		0.00	0.00
	Contributions made (to other fund)		0.00	0.00
	Contributions as allocated		0.00	0.00
	Amount above caps		0.00	0.00

Negative Balance - Good to Go

Great news! After review there is nothing that requires your attention.

Contra Bank Entries

				Current Status : Good to Go Prior Status : Warning	Prepared By : N/A	Reviewed By : N/A
	Date	Description	Debits	Credits	Balance	
Heritage Bank Online Saver A/C S26						
🚩	18/07/2022	HOL transfer to S1 Bills #1840342438	10,000.00	0.00	1,431,806.45	
🚩	29/08/2022	HOL transfer to S1 Repayment #2940359185	166,863.90	0.00	1,265,792.82	
🚩	14/11/2022	HOL transfer to S1 Invest #1440383223	250,000.00	0.00	1,020,821.11	
🚩	06/02/2023	HOL transfer to S1 Invest #0640373866	300,000.00	0.00	727,217.91	
🚩	26/04/2023	HOL Transfer to S1 Tax bill #2640261558	40,000.00	0.00	690,534.24	
Heritage Bank Simply Access A/C S1						
🚩	18/07/2022	Transfer from S26 Bills #1840342438	0.00	10,000.00	11,739.54	
🚩	29/08/2022	Transfer from S26 Repayment #2940359185	0.00	166,863.90	173,345.44	
🚩	14/11/2022	Transfer from S26 Invest #1440383223	0.00	250,000.00	252,841.76	
🚩	06/02/2023	Transfer from S26 Invest #0640373866	0.00	300,000.00	302,841.83	
🚩	26/04/2023	Transfer from S26 Tax bukk #2640261558	0.00	40,000.00	60,814.60	

Income Comparison - Good to Go

Great news! After review there is nothing that requires your attention.

Benefits Paid to Member < 60 - Good to Go

Great news! After review there is nothing that requires your attention.

Retirement Condition - Good to Go

Great news! After review there is nothing that requires your attention.

Tax Effective Allocation of Pension Payment (Pension Account Level)

		Current Status : Good to Go Prior Status : N/A	Prepared By : N/A	Reviewed By : N/A
	Account Name	Drawdown To Date	Minimum	Tax Free %
Mr David Pirie (Age: 62 at 30/06/2023)				
	Account Based Pension (73.72% Tax Free)	166,863.90	2,890.00	73.72

Market Value - Not Applicable

The system did not find any data to process.

Preservation Components for Member above 65 - Not Applicable

The system did not find any data to process.

General Ledger

Date	Description	Quantity	Debits	Credits	Balance
Investment Income / Interest / Cash At Bank / Heritage Bank Online Saver A/C S26					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
31/07/2022	Interest Credit	0.00	0.00	850.27	850.27
31/08/2022	Interest Credit	0.00	0.00	1,316.30	2,166.57
30/09/2022	Interest Credit	0.00	0.00	1,596.90	3,763.47
31/10/2022	Interest Credit	0.00	0.00	2,115.09	5,878.56
30/11/2022	Interest Credit	0.00	0.00	2,087.65	7,966.21
31/12/2022	Interest Credit	0.00	0.00	2,089.26	10,055.47
31/01/2023	Interest Credit	0.00	0.00	2,219.89	12,275.36
28/02/2023	Interest Credit	0.00	0.00	1,583.18	13,858.54
31/03/2023	Interest Credit	0.00	0.00	1,733.15	15,591.69
30/04/2023	Interest Credit	0.00	0.00	1,817.97	17,409.66
31/05/2023	Interest Credit	0.00	0.00	1,793.48	19,203.14
30/06/2023	Interest Credit	0.00	0.00	1,854.22	21,057.36
30/06/2023	Closing Balance	0.00	0.00	0.00	21,057.36
Investment Income / Interest / Cash At Bank / Heritage Bank Simply Access A/C S1					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/09/2022	Interest Credit	0.00	0.00	0.12	0.12
31/12/2022	Interest Credit	0.00	0.00	0.07	0.19

Date	Description	Quantity	Debits	Credits	Balance
31/03/2023	Interest Credit	0.00	0.00	0.73	0.92
30/06/2023	Interest Credit	0.00	0.00	0.17	1.09
30/06/2023	Closing Balance	0.00	0.00	0.00	1.09
Other Income / ATO Interest Payments					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
26/05/2023	ATO/ATO; ATO008000017986017	0.00	0.00	113.35	113.35
30/06/2023	Closing Balance	0.00	0.00	0.00	113.35
Member Payments / Pensions Paid / Mr David Pirie / Account Based Pension (73.72% Tax Free)					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
29/08/2022	Pension Drawdown - Gross	0.00	166,863.90	0.00	166,863.90
30/06/2023	Closing Balance	0.00	0.00	0.00	166,863.90
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
29/08/2022	Pension Drawdown - Net	0.00	0.00	166,863.90	166,863.90
29/08/2022	Pension Drawdown - Paid	0.00	166,863.90	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Expenses / Accountancy Fee					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
18/07/2022	HOL transfer to 064-224 10022835 #1840343183 Fay a	0.00	4,268.00	0.00	4,268.00
29/08/2022	HOL transfer to 064-224 10022835 #2940432470 Fay a	0.00	2,860.00	0.00	7,128.00

Date	Description	Quantity	Debits	Credits	Balance
21/09/2022	HOL transfer to 064-224 10022835 #2140448816 Fay and	0.00	275.00	0.00	7,403.00
30/06/2023	Closing Balance	0.00	0.00	0.00	7,403.00
Other Expenses / Adviser Fee					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
12/08/2022	HOL transfer to 032-197 438706 #1240340027 FPW Broke	0.00	990.00	0.00	990.00
30/06/2023	Closing Balance	0.00	0.00	0.00	990.00
Other Expenses / ASIC Fee					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
24/03/2023	HOL Bpay 2440258620_17301 to ASIC	0.00	290.00	0.00	290.00
24/03/2023	HOL Bpay 2440260225_17301 to ASIC	0.00	59.00	0.00	349.00
30/06/2023	Closing Balance	0.00	0.00	0.00	349.00
Other Expenses / Auditor Fee					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
02/09/2022	HOL transfer to 062-919 10218626 #0240311008 Aquila	0.00	504.90	0.00	504.90
30/06/2023	Closing Balance	0.00	0.00	0.00	504.90
Other Expenses / Establishment Fee					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
01/07/2022	Formation Cost	0.00	880.00	0.00	880.00

Date	Description	Quantity	Debits	Credits	Balance
30/06/2023	Closing Balance	0.00	0.00	0.00	880.00
Other Expenses / Penalty Interest Paid					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
03/01/2023	Fund Income Tax Payment	0.00	156.94	0.00	156.94
01/02/2023	Fund Income Tax Payment	0.00	126.71	0.00	283.65
01/03/2023	Fund Income Tax Payment	0.00	123.31	0.00	406.96
30/06/2023	Closing Balance	0.00	0.00	0.00	406.96
Other Expenses / SMSF Supervisory Levy					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
26/04/2023	HOL Bpay 2640252385_75556to TAX OFFICE PAYMENTS	0.00	259.00	0.00	259.00
30/06/2023	Closing Balance	0.00	0.00	0.00	259.00
Income Tax Expense / Income Tax Expense					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Fund Income Tax	0.00	1,830.15	0.00	1,830.15
30/06/2023	Closing Balance	0.00	0.00	0.00	1,830.15
Investments - Heritage Bank Term Deposit maturing 06/02/2024 @ 4.00% p.a.					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
06/02/2023	Debit tfr at The Pines Branch to I12	250,000.00	250,000.00	0.00	250,000.00
30/06/2023	Closing Balance	250,000.00	0.00	0.00	250,000.00

Date	Description	Quantity	Debits	Credits	Balance
Investments - Heritage Bank Term Deposit maturing 14/11/2023 @ 4.00% p.a.					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
14/11/2022	Debit tfr at The Pines Branch to I12	250,000.00	250,000.00	0.00	250,000.00
30/06/2023	Closing Balance	250,000.00	0.00	0.00	250,000.00
Cash At Bank - Heritage Bank Online Saver A/C S26					
01/07/2022	Opening Balance	0.00	0.00	0.00	1,441,806.45
18/07/2022	HOL transfer to S1 Bills #1840342438	0.00	0.00	10,000.00	1,431,806.45
31/07/2022	Interest Credit	0.00	850.27	0.00	1,432,656.72
29/08/2022	HOL transfer to S1 Repayment #2940359185	0.00	0.00	166,863.90	1,265,792.82
31/08/2022	Interest Credit	0.00	1,316.30	0.00	1,267,109.12
30/09/2022	Interest Credit	0.00	1,596.90	0.00	1,268,706.02
31/10/2022	Interest Credit	0.00	2,115.09	0.00	1,270,821.11
14/11/2022	HOL transfer to S1 Invest #1440383223	0.00	0.00	250,000.00	1,020,821.11
30/11/2022	Interest Credit	0.00	2,087.65	0.00	1,022,908.76
31/12/2022	Interest Credit	0.00	2,089.26	0.00	1,024,998.02
31/01/2023	Interest Credit	0.00	2,219.89	0.00	1,027,217.91
06/02/2023	HOL transfer to S1 Invest #0640373866	0.00	0.00	300,000.00	727,217.91
28/02/2023	Interest Credit	0.00	1,583.18	0.00	728,801.09
31/03/2023	Interest Credit	0.00	1,733.15	0.00	730,534.24
26/04/2023	HOL Transfer to S1 Tax bill #2640261558	0.00	0.00	40,000.00	690,534.24

Date	Description	Quantity	Debits	Credits	Balance
30/04/2023	Interest Credit	0.00	1,817.97	0.00	692,352.21
31/05/2023	Interest Credit	0.00	1,793.48	0.00	694,145.69
30/06/2023	Interest Credit	0.00	1,854.22	0.00	695,999.91
30/06/2023	Closing Balance	0.00	0.00	0.00	695,999.91
Cash At Bank - Heritage Bank Simply Access A/C S1					
01/07/2022	Opening Balance	0.00	0.00	0.00	1,739.54
18/07/2022	HOL transfer to 064-224 10022835 #1840343183 Fay a	0.00	0.00	4,268.00	2,528.46
18/07/2022	Transfer from S26 Bills #1840342438	0.00	10,000.00	0.00	7,471.54
12/08/2022	HOL transfer to 032-197 438706 #1240340027 FPW Broke	0.00	0.00	990.00	6,481.54
29/08/2022	Debit tfr to Robina Branch to 12675725S9	0.00	0.00	166,863.90	160,382.36
29/08/2022	HOL transfer to 064-224 10022835 #2940432470 Fay a	0.00	0.00	2,860.00	163,242.36
29/08/2022	Transfer from S26 Repayment #2940359185	0.00	166,863.90	0.00	3,621.54
02/09/2022	HOL transfer to 062-919 10218626 #0240311008 Aquila	0.00	0.00	504.90	3,116.64
21/09/2022	HOL transfer to 064-224 10022835 #2140448816 Fay and	0.00	0.00	275.00	2,841.64
30/09/2022	Interest Credit	0.00	0.12	0.00	2,841.76
14/11/2022	Debit tfr at The Pines Branch to I12	0.00	0.00	250,000.00	247,158.24
14/11/2022	Transfer from S26 Invest #1440383223	0.00	250,000.00	0.00	2,841.76
31/12/2022	Interest Credit	0.00	0.07	0.00	2,841.83

Date	Description	Quantity	Debits	Credits	Balance
06/02/2023	Debit tfr at The Pines Branch to I12	0.00	0.00	250,000.00	247,158.17
06/02/2023	Transfer from S26 Invest #0640373866	0.00	300,000.00	0.00	52,841.83
24/03/2023	HOL Bpay 2440256575_75556 to TAX OFFICE PAYMENTS	0.00	0.00	31,678.96	21,162.87
24/03/2023	HOL Bpay 2440258620_17301 to ASIC	0.00	0.00	290.00	20,872.87
24/03/2023	HOL Bpay 2440260225_17301 to ASIC	0.00	0.00	59.00	20,813.87
31/03/2023	Interest Credit	0.00	0.73	0.00	20,814.60
26/04/2023	HOL Bpay 2640252385_75556to TAX OFFICE PAYMENTS	0.00	0.00	59,786.05	38,971.45
26/04/2023	Transfer from S26 Tax bukk #2640261558	0.00	40,000.00	0.00	1,028.55
26/05/2023	ATO/ATO; ATO008000017986017	0.00	113.35	0.00	1,141.90
30/06/2023	Interest Credit	0.00	0.17	0.00	1,142.07
30/06/2023	Closing Balance	0.00	0.00	0.00	1,142.07
Other Assets - Sundry Assets / Formation Costs on Establishment					
01/07/2022	Opening Balance	0.00	0.00	0.00	880.00
01/07/2022	Formation Cost	0.00	0.00	880.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Unsettled Trades / Acquisitions / Cash and Cash Equivalents / Heritage Bank Term Deposit maturing 06/02/2024 @ 4.00% p.a.					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
06/02/2023	Paid - Debit tfr at The Pines Branch to I12	0.00	250,000.00	0.00	250,000.00
06/02/2023	Debit tfr at The Pines Branch to I12	0.00	0.00	250,000.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Unsettled Trades / Acquisitions / Cash and Cash Equivalents / Heritage Bank Term Deposit maturing 14/11/2023 @ 4.00% p.a.					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
14/11/2022	Paid - Debit tfr at The Pines Branch to I12	0.00	250,000.00	0.00	250,000.00
14/11/2022	Debit tfr at The Pines Branch to I12	0.00	0.00	250,000.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Unsettled Trades / Acquisitions / Formation Costs on Establishment					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
01/07/2022	Formation Cost	0.00	0.00	880.00	880.00
01/07/2022	Formation Cost	0.00	880.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Receivables / Investment Income Receivable / Interest / Cash At Bank / Heritage Bank Online Saver A/C S26					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
31/07/2022	Interest Credit	0.00	0.00	850.27	850.27
31/07/2022	Interest Credit	0.00	850.27	0.00	0.00
31/08/2022	Interest Credit	0.00	0.00	1,316.30	1,316.30
31/08/2022	Interest Credit	0.00	1,316.30	0.00	0.00
30/09/2022	Interest Credit	0.00	0.00	1,596.90	1,596.90
30/09/2022	Interest Credit	0.00	1,596.90	0.00	0.00
31/10/2022	Interest Credit	0.00	0.00	2,115.09	2,115.09

Date	Description	Quantity	Debits	Credits	Balance
31/10/2022	Interest Credit	0.00	2,115.09	0.00	0.00
30/11/2022	Interest Credit	0.00	0.00	2,087.65	2,087.65
30/11/2022	Interest Credit	0.00	2,087.65	0.00	0.00
31/12/2022	Interest Credit	0.00	0.00	2,089.26	2,089.26
31/12/2022	Interest Credit	0.00	2,089.26	0.00	0.00
31/01/2023	Interest Credit	0.00	0.00	2,219.89	2,219.89
31/01/2023	Interest Credit	0.00	2,219.89	0.00	0.00
28/02/2023	Interest Credit	0.00	0.00	1,583.18	1,583.18
28/02/2023	Interest Credit	0.00	1,583.18	0.00	0.00
31/03/2023	Interest Credit	0.00	0.00	1,733.15	1,733.15
31/03/2023	Interest Credit	0.00	1,733.15	0.00	0.00
30/04/2023	Interest Credit	0.00	0.00	1,817.97	1,817.97
30/04/2023	Interest Credit	0.00	1,817.97	0.00	0.00
31/05/2023	Interest Credit	0.00	0.00	1,793.48	1,793.48
31/05/2023	Interest Credit	0.00	1,793.48	0.00	0.00
30/06/2023	Interest Credit	0.00	0.00	1,854.22	1,854.22
30/06/2023	Interest Credit	0.00	1,854.22	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Receivables / Investment Income Receivable / Interest / Cash At Bank / Heritage Bank Simply Access A/C S1					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
30/09/2022	Interest Credit	0.00	0.00	0.12	0.12
30/09/2022	Interest Credit	0.00	0.12	0.00	0.00
31/12/2022	Interest Credit	0.00	0.00	0.07	0.07
31/12/2022	Interest Credit	0.00	0.07	0.00	0.00
31/03/2023	Interest Credit	0.00	0.00	0.73	0.73
31/03/2023	Interest Credit	0.00	0.73	0.00	0.00
30/06/2023	Interest Credit	0.00	0.00	0.17	0.17
30/06/2023	Interest Credit	0.00	0.17	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Receivables / Sundry Debtors / ATO Interest Payments					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
26/05/2023	ATO/ATO; ATO008000017986017	0.00	0.00	113.35	113.35
26/05/2023	ATO/ATO; ATO008000017986017	0.00	113.35	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Current Tax Assets / Income Tax Payable					
01/07/2022	Opening Balance	0.00	0.00	0.00	59,527.05
26/04/2023	HOL Bpay 2640252385_75556to TAX OFFICE PAYMENTS	0.00	59,527.05	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Current Tax Assets / Provision for Income Tax					

Date	Description	Quantity	Debits	Credits	Balance
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Tax Effect Of Income	0.00	0.00	1,830.15	1,830.15
30/06/2023	Closing Balance	0.00	0.00	0.00	1,830.15
Other Assets - Current Tax Assets / Income Tax Instalments Paid					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/09/2022	Fund Activity Statement	0.00	15,636.00	0.00	15,636.00
31/12/2022	Fund Activity Statement	0.00	15,636.00	0.00	31,272.00
30/06/2023	Closing Balance	0.00	0.00	0.00	31,272.00
Other Creditors and Accruals / Accountancy Fee					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
18/07/2022	HOL transfer to 064-224 10022835 #1840343183 Fay a	0.00	0.00	4,268.00	4,268.00
18/07/2022	HOL transfer to 064-224 10022835 #1840343183 Fay a	0.00	4,268.00	0.00	0.00
29/08/2022	HOL transfer to 064-224 10022835 #2940432470 Fay a	0.00	0.00	2,860.00	2,860.00
29/08/2022	HOL transfer to 064-224 10022835 #2940432470 Fay a	0.00	2,860.00	0.00	0.00
21/09/2022	HOL transfer to 064-224 10022835 #2140448816 Fay and	0.00	0.00	275.00	275.00
21/09/2022	HOL transfer to 064-224 10022835 #2140448816 Fay and	0.00	275.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
Other Creditors and Accruals / Adviser Fee					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
12/08/2022	HOL transfer to 032-197 438706 #1240340027 FPW Broke	0.00	0.00	990.00	990.00
12/08/2022	HOL transfer to 032-197 438706 #1240340027 FPW Broke	0.00	990.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / ASIC Fee					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
24/03/2023	HOL Bpay 2440258620_17301 to ASIC	0.00	0.00	290.00	290.00
24/03/2023	HOL Bpay 2440258620_17301 to ASIC	0.00	290.00	0.00	0.00
24/03/2023	HOL Bpay 2440260225_17301 to ASIC	0.00	0.00	59.00	59.00
24/03/2023	HOL Bpay 2440260225_17301 to ASIC	0.00	59.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Auditor Fee					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
02/09/2022	HOL transfer to 062-919 10218626 #0240311008 Aquila	0.00	0.00	504.90	504.90
02/09/2022	HOL transfer to 062-919 10218626 #0240311008 Aquila	0.00	504.90	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Establishment Fee					

Date	Description	Quantity	Debits	Credits	Balance
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
01/07/2022	Formation Cost	0.00	0.00	880.00	880.00
01/07/2022	Formation Cost	0.00	880.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Income Tax Suspense					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
03/01/2023	Fund Income Tax Payment	0.00	0.00	156.94	156.94
01/02/2023	Fund Income Tax Payment	0.00	0.00	126.71	283.65
01/03/2023	Fund Income Tax Payment	0.00	0.00	123.31	406.96
24/03/2023	Fund Income Tax Payment	0.00	123.31	0.00	283.65
24/03/2023	Fund Income Tax Payment	0.00	126.71	0.00	156.94
24/03/2023	Fund Income Tax Payment	0.00	156.94	0.00	0.00
26/04/2023	HOL Bpay 2640252385_75556to TAX OFFICE PAYMENTS	0.00	0.00	59,786.05	59,786.05
26/04/2023	HOL Bpay 2640252385_75556to TAX OFFICE PAYMENTS	0.00	59,786.05	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Taxes Payable / Activity Statement Payable/Refundable					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/09/2022	Fund Activity Statement	0.00	0.00	15,636.00	15,636.00
31/12/2022	Fund Activity Statement	0.00	0.00	15,636.00	31,272.00

Date	Description	Quantity	Debits	Credits	Balance
24/03/2023	Fund Activity Statement	0.00	15,636.00	0.00	15,636.00
24/03/2023	Fund Activity Statement	0.00	15,636.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Fund Suspense / Heritage Bank Online Saver A/C S26					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
18/07/2022	HOL transfer to S1 Bills #1840342438	0.00	0.00	10,000.00	10,000.00
18/07/2022	HOL transfer to S1 Bills #1840342438	0.00	10,000.00	0.00	0.00
31/07/2022	Interest Credit	0.00	0.00	850.27	850.27
31/07/2022	Interest Credit	0.00	850.27	0.00	0.00
29/08/2022	HOL transfer to S1 Repayment #2940359185	0.00	0.00	166,863.90	166,863.90
29/08/2022	HOL transfer to S1 Repayment #2940359185	0.00	166,863.90	0.00	0.00
31/08/2022	Interest Credit	0.00	0.00	1,316.30	1,316.30
31/08/2022	Interest Credit	0.00	1,316.30	0.00	0.00
30/09/2022	Interest Credit	0.00	0.00	1,596.90	1,596.90
30/09/2022	Interest Credit	0.00	1,596.90	0.00	0.00
31/10/2022	Interest Credit	0.00	0.00	2,115.09	2,115.09
31/10/2022	Interest Credit	0.00	2,115.09	0.00	0.00
14/11/2022	HOL transfer to S1 Invest #1440383223	0.00	0.00	250,000.00	250,000.00
14/11/2022	HOL transfer to S1 Invest #1440383223	0.00	250,000.00	0.00	0.00
30/11/2022	Interest Credit	0.00	0.00	2,087.65	2,087.65

Date	Description	Quantity	Debits	Credits	Balance
30/11/2022	Interest Credit	0.00	2,087.65	0.00	0.00
31/12/2022	Interest Credit	0.00	0.00	2,089.26	2,089.26
31/12/2022	Interest Credit	0.00	2,089.26	0.00	0.00
31/01/2023	Interest Credit	0.00	0.00	2,219.89	2,219.89
31/01/2023	Interest Credit	0.00	2,219.89	0.00	0.00
06/02/2023	HOL transfer to S1 Invest #0640373866	0.00	0.00	300,000.00	300,000.00
06/02/2023	HOL transfer to S1 Invest #0640373866	0.00	300,000.00	0.00	0.00
28/02/2023	Interest Credit	0.00	0.00	1,583.18	1,583.18
28/02/2023	Interest Credit	0.00	1,583.18	0.00	0.00
31/03/2023	Interest Credit	0.00	0.00	1,733.15	1,733.15
31/03/2023	Interest Credit	0.00	1,733.15	0.00	0.00
26/04/2023	HOL Transfer to S1 Tax bill #2640261558	0.00	0.00	40,000.00	40,000.00
26/04/2023	HOL Transfer to S1 Tax bill #2640261558	0.00	40,000.00	0.00	0.00
30/04/2023	Interest Credit	0.00	0.00	1,817.97	1,817.97
30/04/2023	Interest Credit	0.00	1,817.97	0.00	0.00
31/05/2023	Interest Credit	0.00	0.00	1,793.48	1,793.48
31/05/2023	Interest Credit	0.00	1,793.48	0.00	0.00
30/06/2023	Interest Credit	0.00	0.00	1,854.22	1,854.22
30/06/2023	Interest Credit	0.00	1,854.22	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
Fund Suspense / Heritage Bank Simply Access A/C S1					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
18/07/2022	HOL transfer to 064-224 10022835 #1840343183 Fay a	0.00	0.00	4,268.00	4,268.00
18/07/2022	HOL transfer to 064-224 10022835 #1840343183 Fay a	0.00	4,268.00	0.00	0.00
18/07/2022	Transfer from S26 Bills #1840342438	0.00	0.00	10,000.00	10,000.00
18/07/2022	Transfer from S26 Bills #1840342438	0.00	10,000.00	0.00	0.00
12/08/2022	HOL transfer to 032-197 438706 #1240340027 FPW Broke	0.00	0.00	990.00	990.00
12/08/2022	HOL transfer to 032-197 438706 #1240340027 FPW Broke	0.00	990.00	0.00	0.00
29/08/2022	Debit tfr to Robina Branch to 12675725S9	0.00	0.00	166,863.90	166,863.90
29/08/2022	Debit tfr to Robina Branch to 12675725S9	0.00	166,863.90	0.00	0.00
29/08/2022	HOL transfer to 064-224 10022835 #2940432470 Fay a	0.00	0.00	2,860.00	2,860.00
29/08/2022	HOL transfer to 064-224 10022835 #2940432470 Fay a	0.00	2,860.00	0.00	0.00
29/08/2022	Transfer from S26 Repayment #2940359185	0.00	0.00	166,863.90	166,863.90
29/08/2022	Transfer from S26 Repayment #2940359185	0.00	166,863.90	0.00	0.00
02/09/2022	HOL transfer to 062-919 10218626 #0240311008 Aquila	0.00	0.00	504.90	504.90
02/09/2022	HOL transfer to 062-919 10218626 #0240311008 Aquila	0.00	504.90	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
21/09/2022	HOL transfer to 064-224 10022835 #2140448816 Fay and	0.00	0.00	275.00	275.00
21/09/2022	HOL transfer to 064-224 10022835 #2140448816 Fay and	0.00	275.00	0.00	0.00
30/09/2022	Interest Credit	0.00	0.00	0.12	0.12
30/09/2022	Interest Credit	0.00	0.12	0.00	0.00
14/11/2022	Debit tfr at The Pines Branch to I12	0.00	0.00	250,000.00	250,000.00
14/11/2022	Debit tfr at The Pines Branch to I12	0.00	250,000.00	0.00	0.00
14/11/2022	Transfer from S26 Invest #1440383223	0.00	0.00	250,000.00	250,000.00
14/11/2022	Transfer from S26 Invest #1440383223	0.00	250,000.00	0.00	0.00
31/12/2022	Interest Credit	0.00	0.00	0.07	0.07
31/12/2022	Interest Credit	0.00	0.07	0.00	0.00
06/02/2023	Debit tfr at The Pines Branch to I12	0.00	0.00	250,000.00	250,000.00
06/02/2023	Debit tfr at The Pines Branch to I12	0.00	250,000.00	0.00	0.00
06/02/2023	Transfer from S26 Invest #0640373866	0.00	0.00	300,000.00	300,000.00
06/02/2023	Transfer from S26 Invest #0640373866	0.00	300,000.00	0.00	0.00
24/03/2023	HOL Bpay 2440256575_75556 to TAX OFFICE PAYMENTS	0.00	0.00	123.31	123.31
24/03/2023	HOL Bpay 2440256575_75556 to TAX OFFICE PAYMENTS	0.00	0.00	126.71	250.02
24/03/2023	HOL Bpay 2440256575_75556 to TAX OFFICE PAYMENTS	0.00	0.00	156.94	406.96
24/03/2023	HOL Bpay 2440256575_75556 to TAX OFFICE PAYMENTS	0.00	0.00	15,636.00	16,042.96

Date	Description	Quantity	Debits	Credits	Balance
24/03/2023	HOL Bpay 2440256575_75556 to TAX OFFICE PAYMENTS	0.00	0.00	15,636.00	31,678.96
24/03/2023	HOL Bpay 2440256575_75556 to TAX OFFICE PAYMENTS	0.00	31,678.96	0.00	0.00
24/03/2023	HOL Bpay 2440258620_17301 to ASIC	0.00	0.00	290.00	290.00
24/03/2023	HOL Bpay 2440258620_17301 to ASIC	0.00	290.00	0.00	0.00
24/03/2023	HOL Bpay 2440260225_17301 to ASIC	0.00	0.00	59.00	59.00
24/03/2023	HOL Bpay 2440260225_17301 to ASIC	0.00	59.00	0.00	0.00
31/03/2023	Interest Credit	0.00	0.00	0.73	0.73
31/03/2023	Interest Credit	0.00	0.73	0.00	0.00
26/04/2023	HOL Bpay 2640252385_75556to TAX OFFICE PAYMENTS	0.00	0.00	59,786.05	59,786.05
26/04/2023	HOL Bpay 2640252385_75556to TAX OFFICE PAYMENTS	0.00	59,786.05	0.00	0.00
26/04/2023	Transfer from S26 Tax bukk #2640261558	0.00	0.00	40,000.00	40,000.00
26/04/2023	Transfer from S26 Tax bukk #2640261558	0.00	40,000.00	0.00	0.00
26/05/2023	ATO/ATO; ATO008000017986017	0.00	0.00	113.35	113.35
26/05/2023	ATO/ATO; ATO008000017986017	0.00	113.35	0.00	0.00
30/06/2023	Interest Credit	0.00	0.00	0.17	0.17
30/06/2023	Interest Credit	0.00	0.17	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00

Member Entitlement Accounts / Mr David Pirie / Account Based Pension (73.72% Tax Free)

Date	Description	Quantity	Debits	Credits	Balance
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
19/08/2022	Pension Establishment Post 07	0.00	0.00	166,863.90	166,863.90
29/08/2022	Pension Drawdown - Gross	0.00	166,863.90	0.00	0.00
30/06/2023	Investment Profit or Loss	0.00	0.00	67.92	67.92
30/06/2023	Investment Profit or Loss	0.00	67.92	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Member Entitlement Accounts / Mr David Pirie / Accumulation					
01/07/2022	Opening Balance	0.00	0.00	0.00	167,396.69
18/08/2022	Income Taxes Allocated	0.00	0.01	0.00	167,396.68
18/08/2022	Investment Profit or Loss	0.00	0.00	106.37	167,503.05
18/08/2022	Investment Profit or Loss	0.00	639.15	0.00	166,863.90
19/08/2022	Pension Establishment Post 07	0.00	166,863.90	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Member Entitlement Accounts / Accumulation					
01/07/2022	Opening Balance	0.00	0.00	0.00	1,217,502.25
18/08/2022	Income Taxes Allocated	0.00	0.00	0.01	1,217,502.26
18/08/2022	Investment Profit or Loss	0.00	106.37	0.00	1,217,395.89
18/08/2022	Investment Profit or Loss	0.00	4,648.58	0.00	1,212,747.31
30/06/2023	Income Taxes Allocated	0.00	1,830.15	0.00	1,210,917.16
30/06/2023	Investment Profit or Loss	0.00	0.00	67.92	1,210,985.08

Date	Description	Quantity	Debits	Credits	Balance
30/06/2023	Investment Profit or Loss	0.00	0.00	15,598.75	1,226,583.83
30/06/2023	Closing Balance	0.00	0.00	0.00	1,226,583.83

Permanent Documents

OCR_(B) Deed_Amendment.pdf
OCR_(C) Consents & Resolutions_Make Shore Pty Ltd.pdf
OCR_(D) Consent to Become a Member_Make Shore Pty Ltd.pdf
OCR_(G) Investment Strategy & Membership Applications.pdf
OCR_(F) ATO Trustee Declarations.pdf
OCR_(A) Trust Deed.pdf
Make Shore Pty Ltd_ASIC Extract.pdf
OCR_(C) Consent to Act as Director_Make Shore Pty Ltd.pdf
OCR_(B) Deed_Schedule.pdf

Self-managed superannuation fund annual return **2023**

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 2023* (NAT 71287).

- ! The *Self-managed superannuation fund annual return instructions 2023* (NAT 71606) (the instructions) can assist you to complete this annual return.
- The SMSF annual return cannot be used to notify us of a change in fund membership. You must update fund details via ABR.gov.au or complete the Change of details for superannuation entities form (NAT 3036).

To complete this annual return

- Print clearly, using a BLACK pen only.
- Use BLOCK LETTERS and print one character per box.

S M I T H S T

- Place X in ALL applicable boxes.

➤ Postal address for annual returns:

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

For example;

Australian Taxation Office
GPO Box 9845
SYDNEY NSW 2001

Section A: Fund information

1 Tax file number (TFN)

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

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

2 Name of self-managed superannuation fund (SMSF)

Pirie Super Fund

3 Australian business number (ABN) (if applicable)

4 Current postal address

PO Box 230

Suburb/town

Glen Osmond

State/territory

SA

Postcode

5064

5 Annual return status

Is this an amendment to the SMSF's 2023 return?

A No Yes

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

B No Yes

Fund's tax file number (TFN) *****

6 SMSF auditor

Auditor's name

Title: MR

Family name

Boys

First given name

Anthony

Other given names

SMSF Auditor Number

100014140

Auditor's phone number

04

10702708

Postal address

PO Box 3376

Suburb/town

Rundle Mall

State/territory

SA

Postcode

5000

Date audit was completed

A

Day Month Year

Was Part A of the audit report qualified?

B No Yes

Was Part B of the audit report qualified?

C No Yes

If Part B of the audit report was qualified, have the reported issues been rectified?

D No Yes **7 Electronic funds transfer (EFT)**

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

A Fund's financial institution account details

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

Fund BSB number 638010

Fund account number 149392581

Fund account name

Make Shore Pty Ltd ATF Pirie Super Fund

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.

smsfdataflow

Fund's tax file number (TFN) *****

- 8 Status of SMSF** Australian superannuation fund **A** No Yes Fund benefit structure **B** **A** 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** \$.00

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.

Fund's tax file number (TFN)

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 2023*.

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

Net capital gain **A** \$ -00

Gross rent and other leasing and hiring income **B** \$ -00

Gross interest **C** \$ -00

Forestry managed investment scheme income **X** \$ -00

Gross foreign income D1 \$ <input type="text" value="0"/> -00	Net foreign income D \$ <input type="text" value="0"/> -00	Loss <input type="checkbox"/>
--	---	-------------------------------

Australian franking credits from a New Zealand company **E** \$ -00

Transfers from foreign funds **F** \$ -00 Number

Gross payments where ABN not quoted **H** \$ -00

Calculation of assessable contributions

Assessable employer contributions **R1** \$ -00

plus Assessable personal contributions **R2** \$ -00

plus ****No-TFN-quoted contributions** **R3** \$ -00
(an amount must be included even if it is zero)

less Transfer of liability to life insurance company or PST **R6** \$ -00

Gross distribution from partnerships **I** \$ -00 Loss

*Unfranked dividend amount **J** \$ -00

*Franked dividend amount **K** \$ -00

*Dividend franking credit **L** \$ -00

*Gross trust distributions **M** \$ -00 Code

Assessable contributions (R1 plus R2 plus R3 less R6) **R** \$ -00

Calculation of non-arm's length income

*Net non-arm's length private company dividends **U1** \$ -00

plus *Net non-arm's length trust distributions **U2** \$ -00

plus *Net other non-arm's length income **U3** \$ -00

*Other income **S** \$ -00 Code

*Assessable income due to changed tax status of fund **T** \$ -00

Net non-arm's length income (subject to 45% tax rate) (U1 plus U2 plus U3) **U** \$ -00

#This is a mandatory label.

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

GROSS INCOME (Sum of labels A to U) W \$ <input type="text" value="21171"/> -00	Loss <input type="checkbox"/>
Exempt current pension income Y \$ <input type="text" value="84"/> -00	
TOTAL ASSESSABLE INCOME (W less Y) V \$ <input type="text" value="21087"/> -00	Loss <input type="checkbox"/>

Fund's tax file number (TFN)

Section C: Deductions and non-deductible expenses

12 Deductions and non-deductible expenses

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

DEDUCTIONS		NON-DEDUCTIBLE EXPENSES	
Interest expenses within Australia	A1 \$ <input type="text" value="405"/> -00	A2 \$ <input type="text" value="1"/> -00	
Interest expenses overseas	B1 \$ <input type="text" value="0"/> -00	B2 \$ <input type="text" value="0"/> -00	
Capital works expenditure	D1 \$ <input type="text" value="0"/> -00	D2 \$ <input type="text" value="0"/> -00	
Decline in value of depreciating assets	E1 \$ <input type="text" value="0"/> -00	E2 \$ <input type="text" value="0"/> -00	
Insurance premiums – members	F1 \$ <input type="text" value="0"/> -00	F2 \$ <input type="text" value="0"/> -00	
SMSF auditor fee	H1 \$ <input type="text" value="502"/> -00	H2 \$ <input type="text" value="2"/> -00	
Investment expenses	I1 \$ <input type="text" value="0"/> -00	I2 \$ <input type="text" value="0"/> -00	
Management and administration expenses	J1 \$ <input type="text" value="7720"/> -00	J2 \$ <input type="text" value="1901"/> -00	
Forestry managed investment scheme expense	U1 \$ <input type="text" value="0"/> -00	U2 \$ <input type="text" value="0"/> -00	
Other amounts	L1 \$ <input type="text" value="259"/> -00 Code 0	L2 \$ <input type="text" value="0"/> -00 Code <input type="text"/>	
Tax losses deducted	M1 \$ <input type="text" value="0"/> -00		

TOTAL DEDUCTIONS
N \$ -00
 (Total **A1** to **M1**)

TOTAL NON-DEDUCTIBLE EXPENSES
Y \$ -00
 (Total **A2** to **L2**)

#TAXABLE INCOME OR LOSS Loss
O \$ -00
 (TOTAL ASSESSABLE INCOME less TOTAL DEDUCTIONS)

TOTAL SMSF EXPENSES
Z \$ -00
 (N plus Y)

#This is a mandatory label.

Fund's tax file number (TFN) *****

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 2023* on how to complete the calculation statement.

#Taxable income	A	\$	<input type="text" value="12201"/>	-00
			<i>(an amount must be included even if it is zero)</i>	
#Tax on taxable income	T1	\$	<input type="text" value="1830.15"/>	
			<i>(an amount must be included even if it is zero)</i>	
#Tax on no-TFN-quoted contributions	J	\$	<input type="text" value="0"/>	
			<i>(an amount must be included even if it is zero)</i>	

Gross tax **B** \$
(T1 plus J)

Foreign income tax offset	C1	\$	<input type="text" value="0"/>	
Rebates and tax offsets	C2	\$	<input type="text"/>	
Non-refundable non-carry forward tax offsets	C	\$	<input type="text" value="0"/>	
			<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	\$	<input type="text" value="0"/>	
Early stage venture capital limited partnership tax offset carried forward from previous year	D2	\$	<input type="text" value="0"/>	
Early stage investor tax offset	D3	\$	<input type="text" value="0"/>	
Early stage investor tax offset carried forward from previous year	D4	\$	<input type="text" value="0"/>	
Non-refundable carry forward tax offsets	D	\$	<input type="text" value="0"/>	
			<i>(D1 plus D2 plus D3 plus D4)</i>	

SUBTOTAL 2
T3 \$
(T2 less D – cannot be less than zero)

Complying fund's franking credits tax offset	E1	\$	<input type="text"/>	
No-TFN tax offset	E2	\$	<input type="text"/>	
National rental affordability scheme tax offset	E3	\$	<input type="text"/>	
Exploration credit tax offset	E4	\$	<input type="text"/>	
Refundable tax offsets	E	\$	<input type="text" value="0"/>	
			<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 \$

Fund's tax file number (TFN)

Credit for tax withheld – foreign resident withholding (excluding capital gains)	
H2 \$	<input type="text"/>
Credit for tax withheld – where ABN or TFN not quoted (non-individual)	
H3 \$	<input type="text" value="0"/>
Credit for TFN amounts withheld from payments from closely held trusts	
H5 \$	<input type="text"/>
Credit for interest on no-TFN tax offset	
H6 \$	<input type="text"/>
Credit for foreign resident capital gains withholding amounts	
H8 \$	<input type="text"/>
Eligible credits	
H \$	<input type="text" value="0"/>
<i>(H2 plus H3 plus H5 plus H6 plus H8)</i>	

#Tax offset refunds <small>(Remainder of refundable tax offsets)</small>	I \$	<input type="text" value="0"/>
<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 <small>A positive amount at S is what you owe, while a negative amount is refundable to you.</small>	S \$	<input type="text" value="-29182.85"/>
<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 2023*.

Tax losses carried forward to later income years	U \$	<input type="text" value="0"/>	-00
Net capital losses carried forward to later income years	V \$	<input type="text" value="0"/>	-00

Fund's tax file number (TFN) *****

Section F: Member information

MEMBER 1

Title:

Family name

First given name

Other given names

Member's TFN

See the Privacy note in the Declaration.

Day Month Year

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

Inward rollovers and transfers

P \$

Outward rollovers and transfers

Q \$

Lump Sum payments

R1 \$

Income stream payments

R2 \$

Code

Code

Accumulation phase account balance **S1** \$

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

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

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** \$

Fund's tax file number (TFN)

MEMBER 2

Title:

Family name

First given name

Other given names

Member's TFN

See the Privacy note in the Declaration.

Day Month Year

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

Inward rollovers and transfers

P \$

Outward rollovers and transfers

Q \$

Lump Sum payments

R1 \$

Income stream payments

R2 \$

Code

Code

Accumulation phase account balance

S1 \$

Retirement phase account balance - Non CDBIS

S2 \$

Retirement phase account balance - CDBIS

S3 \$

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** \$

Fund's tax file number (TFN)

Section H: **Assets and liabilities**

15 ASSETS

15a Australian managed investments

Listed trusts **A** \$
 Unlisted trusts **B** \$
 Insurance policy **C** \$
 Other managed investments **D** \$

15b Australian direct investments

Limited recourse borrowing arrangements
 Australian residential real property
J1 \$
 Australian non-residential real property
J2 \$
 Overseas real property
J3 \$
 Australian shares
J4 \$
 Overseas shares
J5 \$
 Other
J6 \$
 Property count
J7

Cash and term deposits **E** \$
 Debt securities **F** \$
 Loans **G** \$
 Listed shares **H** \$
 Unlisted shares **I** \$
 Limited recourse borrowing arrangements **J** \$
 Non-residential real property **K** \$
 Residential real property **L** \$
 Collectables and personal use assets **M** \$
 Other assets **O** \$

15c Other investments

Crypto-Currency **N** \$

15d Overseas direct investments

Overseas shares **P** \$
 Overseas non-residential real property **Q** \$
 Overseas residential real property **R** \$
 Overseas managed investments **S** \$
 Other overseas assets **T** \$

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

15e In-house assets

Did the fund have a loan to, lease to or investment in, related parties (known as in-house assets) at the end of the income year?
A No Yes \$

Fund's tax file number (TFN)

15f Limited recourse borrowing arrangements

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

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

16 LIABILITIES

Borrowings for limited recourse borrowing arrangements	V1 \$ <input type="text" value=""/>	-00		
Permissible temporary borrowings	V2 \$ <input type="text" value=""/>	-00		
Other borrowings	V3 \$ <input type="text" value=""/>	-00	Borrowings	V \$ <input type="text" value="0"/>
				-00
Total member closing account balances (total of all CLOSING ACCOUNT BALANCES from Sections F and G)			W \$	<input type="text" value="1226583"/>
				-00
Reserve accounts	X \$	<input type="text" value="0"/>		-00
Other liabilities	Y \$	<input type="text" value="0"/>		-00
TOTAL LIABILITIES			Z \$	<input type="text" value="1226583"/>
				-00

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 2022–23 income year, write **2023**). **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 2023*. **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 2023* for each election. **C**

If revoking an interposed entity election, print **R**, and complete and attach the *Interposed entity election or revocation 2023*. **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:

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 2023* 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:

Family name

First given name

Other given names

Tax agent's practice

Tax agent's phone number

Reference number

Tax agent number

Pirie Super Fund
Investment Revaluation as at 30 June 2023

Investment	Price	Market	Quantity	Market	Change in
	Date	Price		Value	Market Value
<hr/> Fund Total <hr/>					

Pirie Super Fund
Investment Income Comparison Report
For the period 1 July 2022 to 30 June 2023

Payment Date	Income Type	Ledger Data		Diff *	Announcement Data					
		Total Income	Tax Credits+		Quantity	Held < 45 Days	Amount Per Unit	Total Income	Tax Credits+	
Cash At Bank										
HBS.BACCT: Heritage Bank Online Saver A/C S26										
31/07/2022	Interest	850.27	0.00							
31/08/2022	Interest	1,316.30	0.00							
30/09/2022	Interest	1,596.90	0.00							
31/10/2022	Interest	2,115.09	0.00							
30/11/2022	Interest	2,087.65	0.00							
31/12/2022	Interest	2,089.26	0.00							
31/01/2023	Interest	2,219.89	0.00							
28/02/2023	Interest	1,583.18	0.00							
31/03/2023	Interest	1,733.15	0.00							
30/04/2023	Interest	1,817.97	0.00							
31/05/2023	Interest	1,793.48	0.00							
30/06/2023	Interest	1,854.22	0.00							
		21,057.36	0.00							
HBS.BACCT2: Heritage Bank Simply Access A/C S1										
30/09/2022	Interest	0.12	0.00							
31/12/2022	Interest	0.07	0.00							
31/03/2023	Interest	0.73	0.00							
30/06/2023	Interest	0.17	0.00							
		1.09	0.00							
Total		21,058.45	0.00							

+Note: Tax Credits refer to franking credits for domestic income and foreign tax credits where the income is foreign in nature.

Pirie Super Fund

Tax Accounting Reconciliation

For the period 1 July 2022 to 30 June 2023

		2023
		\$
Operating Statement Profit vs. Provision for Income Tax		
Benefits Accrued as a Result of Operations before Income Tax		(156,484.96)
ADD:		
Non-Deductible Expenses		1,870.00
Pension Non-deductible Expenses		34.66
Pensions Paid		166,863.90
Rounding		1.40
LESS:		
Pension Exempt Income		84.00
Taxable Income or Loss		12,201.00
	Income Amount	Tax Amount
Gross Tax @ 15% for Concessional Income	12,201.00	1,830.15
Gross Tax @ 45% for Net Non-Arm's Length Income	0.00	0.00
No-TFN Quoted Contributions @ 32%	0.00	0.00
Change in Carried Forward Losses	0.00	0.00
Provision for Income Tax		1,830.15
Provision for Income Tax vs. Income Tax Expense		
Provision for Income Tax		1,830.15
Income Tax Expense		1,830.15
Provision for Income Tax vs. Income Tax Payable		
Provision for Income Tax		1,830.15
LESS:		
Income Tax Instalments Paid		31,272.00
Income Tax Payable (Receivable)		(29,441.85)

Pirie Super Fund
Statement of Taxable Income
For the Period from 1 July 2022 to 30 June 2023

Description	Investment Reference	Date	Tax Return Ref.	Amount
			Section B	
Income				
Net Capital Gain				
Deferred Capital Gain Realised		30 Jun 2023	A	0.00
Less Capital Losses Applied		30 Jun 2023	A	0.00
Less Discount		30 Jun 2023	A	0.00
Total Net Capital Gain			A	0.00
Total Gross Rent and Other Leasing & Hiring Income				
			B	0.00
Gross Interest				
ATO/ATO; ATO008000017986017		26 May 2023	C	113.35
Interest Credit	HBS.BACCT: Heritage Bank Online Saver A/C S26	31 Jul 2022	C	850.27
Interest Credit	HBS.BACCT: Heritage Bank Online Saver A/C S26	31 Aug 2022	C	1,316.30
Interest Credit	HBS.BACCT: Heritage Bank Online Saver A/C S26	30 Sep 2022	C	1,596.90
Interest Credit	HBS.BACCT: Heritage Bank Online Saver A/C S26	31 Oct 2022	C	2,115.09
Interest Credit	HBS.BACCT: Heritage Bank Online Saver A/C S26	30 Nov 2022	C	2,087.65
Interest Credit	HBS.BACCT: Heritage Bank Online Saver A/C S26	31 Dec 2022	C	2,089.26
Interest Credit	HBS.BACCT: Heritage Bank Online Saver A/C S26	31 Jan 2023	C	2,219.89
Interest Credit	HBS.BACCT: Heritage Bank Online Saver A/C S26	28 Feb 2023	C	1,583.18
Interest Credit	HBS.BACCT: Heritage Bank Online Saver A/C S26	31 Mar 2023	C	1,733.15
Interest Credit	HBS.BACCT: Heritage Bank Online Saver A/C S26	30 Apr 2023	C	1,817.97
Interest Credit	HBS.BACCT: Heritage Bank Online Saver A/C S26	31 May 2023	C	1,793.48
Interest Credit	HBS.BACCT: Heritage Bank Online Saver A/C S26	30 Jun 2023	C	1,854.22
Interest Credit	HBS.BACCT2: Heritage Bank Simply Access A/C S1	30 Sep 2022	C	0.12
Interest Credit	HBS.BACCT2: Heritage Bank Simply Access A/C S1	31 Dec 2022	C	0.07
Interest Credit	HBS.BACCT2: Heritage Bank Simply Access A/C S1	31 Mar 2023	C	0.73
Interest Credit	HBS.BACCT2: Heritage Bank Simply Access A/C S1	30 Jun 2023	C	0.17
Less Rounding			C	(0.80)
Total Gross Interest			C	21,171.00
Total Forestry Managed Investment Scheme Income				
			X	0.00
Total Net Foreign Income				
			D	0.00
Total Australian Franking Credits from a New Zealand Company				
			E	0.00
Total Transfers from Foreign Funds				
			F	0.00
Total Gross Payments where ABN not quoted				
			H	0.00
Total Gross Distribution from Partnerships				
			I	0.00

Pirie Super Fund
Statement of Taxable Income
For the Period from 1 July 2022 to 30 June 2023

Description	Investment Reference	Date	Tax Return Ref.	Amount
Total Unfranked Dividend Amount			J	0.00
Total Franked Dividend Amount			K	0.00
Total Dividend Franking Credit			L	0.00
Total Gross Trust Distributions			M	0.00
Total Assessable Employer Contributions			R1	0.00
Total Assessable Personal Contributions			R2	0.00
Total No-TFN quoted contributions			R3	0.00
Total Transfer of Liability to life insurance company or PST			R6	0.00
Total Assessable Contributions			R	0.00
Total Other Income			S	0.00
Total Assessable Income Due to Changed Tax Status of Fund			T	0.00
Total Net Non-arm's Length Income			U	0.00
Exempt Current Pension Income				
Exempt Current Pension Income	Gross Interest	30 Jun 2023	Y	(84.00)
Total Exempt Current Pension Income			Y	(84.00)
Total Assessable Income				21,087.00

Deductions

Section C

Interest Expenses within Australia

Fund Income Tax Payment		03 Jan 2023	A	156.94
Fund Income Tax Payment		01 Feb 2023	A	126.71
Fund Income Tax Payment		01 Mar 2023	A	123.31
Less Current Pension Deductions		30 Jun 2023	A	(1.63)
<i>Less Rounding</i>			A	(0.33)

Total Interest Expenses within Australia **A** **405.00**

Total Interest Expenses Overseas **B** **0.00**

Total Capital Works Deductions **D** **0.00**

Total Deduction for Decline in Value of Depreciating Assets **E** **0.00**

Total Death or Disability Premiums **F** **0.00**

Total Death Benefit Increase **G** **0.00**

Approved Auditor Fee

HOL transfer to 062-919 10218626 #0240311008		02 Sep 2022	H	504.90
Aquila				
Less Current Pension Deductions		30 Jun 2023	H	(2.02)
<i>Less Rounding</i>			H	(0.88)

Total Approved Auditor Fee **H** **502.00**

Total Investment Expenses **I** **0.00**

Management and Administration Expenses

HOL transfer to 064-224 10022835 #1840343183 Fay		18 Jul 2022	J	4,268.00
a				

Pirie Super Fund
Statement of Taxable Income
For the Period from 1 July 2022 to 30 June 2023

Description	Investment Reference	Date	Tax Return Ref.	Amount
HOL transfer to 064-224 10022835 #2940432470 Fay a		29 Aug 2022	J	2,860.00
HOL transfer to 064-224 10022835 #2140448816 Fay and		21 Sep 2022	J	275.00
HOL Bpay 2440258620_17301 to ASIC		24 Mar 2023	J	290.00
HOL Bpay 2440260225_17301 to ASIC		24 Mar 2023	J	59.00
Less Current Pension Deductions		30 Jun 2023	J	(31.01)
Less Rounding			J	(0.99)
Total Management and Administration Expenses			J	7,720.00
Total Forestry Managed Investment Scheme Deduction			U	0.00
Other Deductions				
HOL Bpay 2640252385_75556to TAX OFFICE PAYMENTS		26 Apr 2023	L	259.00
Total Other Deductions			L	259.00
Tax Losses Deducted				
Tax Losses Brought Forward		30 Jun 2023	M	0.00
Less Net Exempt Income		30 Jun 2023	M	0.00
Total Tax Losses Deducted			M	0.00
Total Deductions				8,886.00
Taxable Income or Loss			(V - N) O	12,201.00

Income Tax Calculation Statement

Section D

Gross Tax

Gross Tax @ 15% for Concessional Income		30 Jun 2023	T1	1,830.15
Gross Tax @ 45% for Net Non-Arm's Length Income		30 Jun 2023	T1	0.00
No-TFN Quoted Contributions @ 32%		30 Jun 2023	J	0.00
Total Gross Tax				1,830.15
Total Credit: Foreign Tax Income Offset			C1	0.00
Total Credit: Rebates and Tax Offset			C2	0.00
Rebates and Offsets			C	0.00
SUBTOTAL				1,830.15
Total Credit: Refundable Franking Credits			E1	0.00
Total Credit: No-TFN Tax Offset			E2	0.00
Total Credit: Refundable National Rental Affordability Scheme Tax Offset			E3	0.00
Total Credit: Interest on Early Payments			H1	0.00
Total Credit: Foreign Resident Withholding			H2	0.00
Total Credit: ABN/TFN Not Quoted (Non-Individual)			H3	0.00
Total Credit: Interest on No-TFN Tax Offset			H6	0.00
Total Eligible Credits				0.00
Net Tax Payable				1,830.15

Pirie Super Fund
Statement of Taxable Income
For the Period from 1 July 2022 to 30 June 2023

Description	Investment Reference	Date	Tax Return Ref.	Amount
PAYG Instalments Raised				
Fund Activity Statement		30 Sep 2022	K	15,636.00
Fund Activity Statement		31 Dec 2022	K	15,636.00
Total PAYG Instalments Raised			K	31,272.00
Total Supervisory Levy			L	259.00
Total Supervisory Levy Adjustment for Wound Up Funds			M	0.00
Total Supervisory Levy Adjustment for New Funds			N	0.00
Total Amount Due / (Refundable)				(29,182.85)

Pirie Super Fund

Members Summary Report - For the period 1/07/2022 to 30/06/2023

Member's Detail	Opening Balance	Increases				Decreases					Closing Balance	
		Contrib	Tran In	Profit	Ins Proc	Tax	Exp	Ins Prem	Tran Out	Ben Paid		
Mr David Pirie												
24A GLENROWAN DR TALLAI QLD 4213												
Accumulation	Accumulation	167,396.69	0.00	0.00	(532.78)	0.00	(0.01)	0.00	0.00	(166,863.90)	0.00	0.00
Pension	Account Based Pension (73.72% T	0.00	0.00	166,863.90	0.00	0.00	0.00	0.00	0.00	0.00	(166,863.90)	0.00
		167,396.69	0.00	166,863.90	(532.78)	0.00	(0.01)	0.00	0.00	(166,863.90)	(166,863.90)	0.00
Mrs Catherine Pirie												
24A GLENROWAN DR TALLAI QLD 4213												
Accumulation	Accumulation	1,217,502.25	0.00	0.00	10,911.72	0.00	(1,830.14)	0.00	0.00	0.00	0.00	1,226,583.83
		1,217,502.25	0.00	0.00	10,911.72	0.00	(1,830.14)	0.00	0.00	0.00	0.00	1,226,583.83
		1,384,898.94	0.00	166,863.90	10,378.94	0.00	(1,830.15)	0.00	0.00	(166,863.90)	(166,863.90)	1,226,583.83

Pirie Super Fund
Investment Summary as at 30 June 2023

Investment	Units	Average Cost Price	Market Price	Accounting Cost	Market Value	Unrealised Accounting Gain/(Loss)	Accounting Gain/(Loss) (%)	Portfolio Weight (%)
<u>Bank</u>								
Heritage Bank Online Saver A/C S26				695,999.91	695,999.91			58.14%
Heritage Bank Simply Access A/C S1				1,142.07	1,142.07			0.10%
				697,141.98	697,141.98			58.23%
<u>Term Deposits</u>								
Heritage Bank Term Deposit maturing 06/02/2024 @ 4.00% p.a.				250,000.00	250,000.00	0.00	0.00%	20.88%
Heritage Bank Term Deposit maturing 14/11/2023 @ 4.00% p.a.				250,000.00	250,000.00	0.00	0.00%	20.88%
				500,000.00	500,000.00	0.00	0.00%	41.77%
				1,197,141.98	1,197,141.98	0.00	0.00%	100.00%

The accounting cost is the original cost base adjusted by any subsequent capital call/improvement or capital return transactions. In many cases, it is not the same as the adjusted or reduced cost base, or the reset cost base resulting from the CGT relief. To view the tax cost base and unrealised gain/(loss) for tax purposes refer to the Unrealised Capital Gains Report or change the report parameter to tax cost base.

Pirie Super Fund
Investment Income Summary
For the period 1 July 2022 to 30 June 2023

Total Income	Add			Less					Taxable Income (excluding Capital Gains)	Indexed Capital Gains *	Discounted Capital Gains *	Other Capital Gains *	CGT Concession Amount *	
	Franking Credits	Foreign Credits	TFN Credits	Tax Free	Tax Exempt	Tax Deferred	Distributed Capital Gains	GST						
<i>Bank</i>														
Heritage Bank Online Saver A/C S26														
21,057.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21,057.36	0.00	0.00	0.00	0.00	0.00
Heritage Bank Simply Access A/C S1														
1.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.09	0.00	0.00	0.00	0.00	0.00
21,058.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21,058.45	0.00	0.00	0.00	0.00	0.00
21,058.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21,058.45	0.00	0.00	0.00	0.00	0.00

* Distributed capital gains components correspond to the cash amount received. You should refer to Realised Capital Gains or Distribution Reconciliation Reports for tax and capital gain reporting purpose.



Pirie Super Fund
Fund ABN: 58 290 297 071
Rental Property Schedule
For the Period From 1 July 2022 to 30 June 2023

Property Account Name

Property Type

Address of the Property

Description

**Tax Return
Label**

Amount

Prior Year

Net Rent





Pirie Super Fund
Realised Capital Gains
For the period from 1 July 2022 to 30 June 2023

Accounting Treatment					Taxation Treatment						
Quantity	Proceeds	Excess Tax Value*	Original Cost	Accounting Profit/(Loss)	Cost Base Calculation		Capital Gains Calculation				
					Adjusted	Reduced	Indexation	Discounted	Other	Deferred	Capital Loss
Grand Total											

* Where there is an Excess Tax Value Amount, the Accounting Profit/(Loss) figure takes account of this. Accounting Profit/(Loss) equals Proceeds less Excess Tax Value less Original Cost.

Pirie Super Fund
Realised Capital Gains
For the period from 1 July 2022 to 30 June 2023

Capital Gains Tax Return Summary

	Indexation	Discount	Other	Deferred	Total Capital Gains	Capital Losses
Current Year Capital Gains						
Shares & Units - Listed Shares	0.00	0.00	0.00	0.00	0.00	0.00
Shares & Units - Other Shares	0.00	0.00	0.00	0.00	0.00	0.00
Shares & Units - Listed Trusts	0.00	0.00	0.00	0.00	0.00	0.00
Shares & Units - Other Units	0.00	0.00	0.00	0.00	0.00	0.00
Australian Real Estate	0.00	0.00	0.00	0.00	0.00	0.00
Other Real Estate	0.00	0.00	0.00	0.00	0.00	0.00
Collectables	0.00	0.00	0.00	0.00	0.00	0.00
Other CGT Assets & Other CGT Events	0.00	0.00	0.00	0.00	0.00	0.00
Distributed Capital Gains from Trusts	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00
Capital Losses Applied						
Current Year	0.00	0.00	0.00	0.00	0.00	0.00
Prior Years	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00
Net Capital Gains						
Net Gain after applying losses	0.00	0.00	0.00	0.00	0.00	0.00
Discount applicable		0.00				
Net Gain after applying discount	0.00	0.00	0.00	0.00	0.00	0.00

Pirie Super Fund

Depreciation Worksheet

For the Period 1 July 2022 to 30 June 2023

Property Description:

Property Type:

Property Address:

Description of Assets	Purchase Date	Original Cost	Opening Written Down Value	Balancing Adjustment Events				Decline In Value			Closing Written Down Value
				Disposal Date	Termination Value	Assessable	Deductible	Rate	Method	Decline In Value	
Property Total											

Key:
DV: Diminishing Value Method
PC: Prime Cost Method
LV: Low value pool (year 2 or 3)
LV Y1: Low value pool - year 1
N/A: Non-depreciable asset
*: Capital work deduction

Total Capital Allowance
Total Capital Work Deductions

Pirie Super Fund
(ABN: 58 290 297 071)

Consolidated Member Benefit Totals

Period	Member Account Details
1 July 2022 - 30 June 2023	Residential Address: 24A GLENROWAN DR TALLAI, QLD 4213
Member Number: 1	Date of Birth: 29 August 1960
Mr David Joseph Pirie	Date Joined Fund: 25 February 2019
	Eligible Service Date: 25 February 2019
	Tax File Number Held: Yes

*Note: this report provides a consolidated view of the Member's interests in the SMSF
Refer to the Member Benefit Statements produced for each member account for further details*

Your Accounts	
Withdrawal Benefit as at 1 Jul 2022	
Accumulation	167,396.69
Account Based Pension (73.72% Tax Free)	-
Total as at 1 Jul 2022	167,396.69
Withdrawal Benefit as at 30 Jun 2023	
Accumulation	-
Account Based Pension (73.72% Tax Free)	-
Total as at 30 Jun 2023	-

Your Tax Components	
Tax Free	-
Taxable - Taxed	-
Taxable - Untaxed	-
Your Preservation Components	
Preserved	-
Restricted Non Preserved	-
Unrestricted Non Preserved	-
Your Insurance Benefits	
No insurance details have been recorded	
Your Beneficiaries	
No beneficiary details have been recorded	

For Enquiries:
phone 0490073087 | email djpirie1@gmail.com
mail Pirie Super Fund, 24A GLENROWAN DR, TALLAI QLD 4213

Pirie Super Fund
 (ABN: 58 290 297 071)

Member Benefit Statement

Period	Member Account Details
1 July 2022 - 30 June 2023	Residential Address: 24A GLENROWAN DR TALLAI, QLD 4213
Member Number: 1	Date of Birth: 29 August 1960
Mr David Joseph Pirie	Date Joined Fund: 25 February 2019
Accumulation Account	Eligible Service Date: 25 February 2019
Accumulation	Tax File Number Held: Yes
	Account Start Date: 25 February 2019

Your Account Summary	
Withdrawal Benefit as at 1 Jul 2022	167,396.69
<i>Decreases to your account:</i>	
Share Of Net Fund Income	532.78
Tax on Net Fund Income	0.01
Transfers Out	166,863.90
<u>Total Decreases</u>	<u>167,396.69</u>
Withdrawal Benefit as at 30 Jun 2023	<u><u>-</u></u>

Your Tax Components	
Tax Free	0.0000 %
Taxable - Taxed	-
Taxable - Untaxed	-

Your Preservation Components	
Preserved	-
Restricted Non Preserved	-
Unrestricted Non Preserved	-

Your Insurance Benefits
 No insurance details have been recorded

Your Beneficiaries
 No beneficiary details have been recorded

Pirie Super Fund
(ABN: 58 290 297 071)

Member Benefit Statement

Period	Member Account Details
1 July 2022 - 30 June 2023	Residential Address: 24A GLENROWAN DR TALLAI, QLD 4213
Member	Date of Birth: 29 August 1960
Number: 1	Date Joined Fund: 25 February 2019
Mr David Joseph Pirie	Eligible Service Date: 25 February 2019
Pension Account	Tax File Number Held: Yes
Account Based Pension (73.72% Tax Free)	Account Start Date: 19 August 2022

Your Account Summary

Withdrawal Benefit as at 1 Jul 2022	-
<i><u>Increases to your account:</u></i>	
Transfers In	166,863.90
<u>Total Increases</u>	166,863.90
<i><u>Decreases to your account:</u></i>	
Pension Payments	166,863.90
<u>Total Decreases</u>	166,863.90
Withdrawal Benefit as at 30 Jun 2023	-

Your Tax Components

Tax Free	0.0000 %	-
Taxable - Taxed		-
Taxable - Untaxed		-

Your Preservation Components

Preserved	-
Restricted Non Preserved	-
Unrestricted Non Preserved	-

Your Insurance Benefits

No insurance details have been recorded

Your Beneficiaries

No beneficiary details have been recorded



Trustee

The Trustee of the Fund is as follows:

Make Shore Pty Ltd

The directors of the Trustee company are:

Catherine Pirie and
David Pirie

Availability of Other Fund Information

Additional information regarding your membership is available on request. What your Fund can do is governed by the provisions of its Trust Deed, which is available for inspection. If you require further information or clarification of any aspect of your membership of the Fund, please contact your Fund's Administrator or Trustee.

Trustee Disclaimer

This statement has been prepared by the Trustee for the member whose name appears at the top of this statement. While 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 errors, omissions or misprints.

Signed on behalf of the Trustee of the Fund

.....
Catherine Pirie
Director - Make Shore Pty Ltd

.....
David Pirie
Director - Make Shore Pty Ltd

Statement Date: 30 June 2023

For Enquiries:
phone 0490073087 | email djpirie1@gmail.com
mail Pirie Super Fund, 24A GLENROWAN DR, TALLAI QLD 4213

Pirie Super Fund
(ABN: 58 290 297 071)

Consolidated Member Benefit Totals

Period	Member Account Details
1 July 2022 - 30 June 2023	Residential Address: 24A GLENROWAN DR TALLAI, QLD 4213
Member Number: 2	Date of Birth: 3 August 1963
Mrs Catherine Anne Pirie	Date Joined Fund: 25 February 2019
	Eligible Service Date: 25 February 2019
	Tax File Number Held: Yes

*Note: this report provides a consolidated view of the Member's interests in the SMSF
Refer to the Member Benefit Statements produced for each member account for further details*

Your Accounts	
Withdrawal Benefit as at 1 Jul 2022	
Accumulation	1,217,502.25
Total as at 1 Jul 2022	1,217,502.25
Withdrawal Benefit as at 30 Jun 2023	
Accumulation	1,226,583.83
Total as at 30 Jun 2023	1,226,583.83

Your Tax Components	
Tax Free	58,260.31
Taxable - Taxed	1,168,323.52
Taxable - Untaxed	-

Your Preservation Components	
Preserved	1,226,583.83
Restricted Non Preserved	-
Unrestricted Non Preserved	-

Your Insurance Benefits
No insurance details have been recorded

Your Beneficiaries
No beneficiary details have been recorded

Pirie Super Fund
(ABN: 58 290 297 071)

Member Benefit Statement

Period	Member Account Details
1 July 2022 - 30 June 2023	Residential Address: 24A GLENROWAN DR TALLAI, QLD 4213
Member	Date of Birth: 3 August 1963
Mrs Catherine Anne Pirie	Date Joined Fund: 25 February 2019
Accumulation Account	Eligible Service Date: 25 February 2019
Accumulation	Tax File Number Held: Yes
	Account Start Date: 25 February 2019

Your Account Summary	
Withdrawal Benefit as at 1 Jul 2022	1,217,502.25
<i>Increases to your account:</i>	
Share Of Net Fund Income	10,911.72
<u>Total Increases</u>	<u>10,911.72</u>
<i>Decreases to your account:</i>	
Tax on Net Fund Income	1,830.14
<u>Total Decreases</u>	<u>1,830.14</u>
Withdrawal Benefit as at 30 Jun 2023	<u>1,226,583.83</u>

Your Tax Components		
Tax Free	4.7498 %	58,260.31
Taxable - Taxed		1,168,323.52
Taxable - Untaxed		-

Your Preservation Components	
Preserved	1,226,583.83
Restricted Non Preserved	-
Unrestricted Non Preserved	-

Your Insurance Benefits

No insurance details have been recorded

Your Beneficiaries

No beneficiary details have been recorded



Trustee

The Trustee of the Fund is as follows:

Make Shore Pty Ltd

The directors of the Trustee company are:

Catherine Pirie and
David Pirie

Availability of Other Fund Information

Additional information regarding your membership is available on request. What your Fund can do is governed by the provisions of its Trust Deed, which is available for inspection. If you require further information or clarification of any aspect of your membership of the Fund, please contact your Fund's Administrator or Trustee.

Trustee Disclaimer

This statement has been prepared by the Trustee for the member whose name appears at the top of this statement. While 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 errors, omissions or misprints.

Signed on behalf of the Trustee of the Fund

.....
Catherine Pirie
Director - Make Shore Pty Ltd

.....
David Pirie
Director - Make Shore Pty Ltd

Statement Date: 30 June 2023

For Enquiries:

phone 0490073087 | email djpirie1@gmail.com
mail Pirie Super Fund, 24A GLENROWAN DR, TALLAI QLD 4213

Pirie Super Fund
Contribution Caps
For the Period From 1 July 2022 to 30 June 2023

Mr David Pirie

Date of Birth: 29 Aug 1960
Age: 62 (at 30/06/2023)
Status: Member may be eligible for the bring forward rule, certain conditions apply

Contributions Summary

Prior Year Contributions

The 'Bring Forward Rule' was NOT triggered in the previous 2 years
 3-year cap in effect from previous years

Total non-concessional contributions in previous 2 years

Non-Concessional

N/A

N/A

Current Year Contributions	Note	Concessional	Non-Concessional
Caps	1,2	27,500.00	110,000.00
Cumulative Available Unused Cap	3	102,500.00	0.00
Contributions made (to this fund)	4	0.00	0.00
Contributions made (to other funds)		0.00	0.00
Contributions as allocated		0.00	0.00
Amount above caps	5	0.00	0.00
Available		130,000.00	110,000.00

Notes

- 1 . 'Bring Forward Rule' MAY be triggered this year
- 2 . Non-concessional cap shown applies to current year only
- 3 . Member may be eligible to make catch-up concessional contributions
- 4 . Excludes any unmatched deposits
- 5 . Any excess concessional contributions are treated as non-concessional

Pirie Super Fund
Contribution Caps
For the Period From 1 July 2022 to 30 June 2023

Mrs Catherine Pirie

Date of Birth: 03 Aug 1963
Age: 59 (at 30/06/2023)
Status: Member may be eligible for the bring forward rule, certain conditions apply

Contributions Summary

Prior Year Contributions

The 'Bring Forward Rule' was NOT triggered in the previous 2 years
 3-year cap in effect from previous years
 Total non-concessional contributions in previous 2 years

Non-Concessional

N/A
 N/A

Current Year Contributions	Note	Concessional	Non-Concessional
Caps	1,2	27,500.00	110,000.00
Cumulative Available Unused Cap	3	0.00	0.00
Contributions made (to this fund)	4	0.00	0.00
Contributions made (to other funds)		0.00	0.00
Contributions as allocated		0.00	0.00
Amount above caps	5	0.00	0.00
Available		27,500.00	110,000.00

Notes

- 1 . 'Bring Forward Rule' MAY be triggered this year
- 2 . Non-concessional cap shown applies to current year only
- 3 . Total Superannuation Balance was \$500,000 or more at 30 June 2022, member not eligible to make catch-up concessional contributions
- 4 . Excludes any unmatched deposits
- 5 . Any excess concessional contributions are treated as non-concessional

**Pirie Super Fund
Pension Withdrawal Limits
For the Period 1 July 2022 to 30 June 2023**

**Mr David Pirie
YTD Summaries**

	Drawdowns to date	Rqd. for Minimum	Minimum	Rqd for Plan	Plan*	Remaining until Max	Maximum	Tax Free %
Account Based Pension (73.72% Tax Free)	166,863.90	OK!	2,890.00	OK!	2,890.00	-	-	73.72%
Totals								
Gross Drawdowns	166,863.90	0.00	2,890.00	0.00	2,890.00			
PAYG Tax	0.00	0.00	0.00	0.00	0.00			
Net Drawdowns	166,863.90	0.00	2,890.00	0.00	2,890.00			

Footnotes:

*The plan amount is the annual pension review amount or the minimum amount where no review amount is recorded.

Pension Payments

Account Based Pension (73.72% Tax Free)

Date	Gross Amount	PAYG	Net Amount	Description
29/08/2022	166,863.90	0.00	166,863.90	Debit tfr to Robina Branch to 12675725S9
Totals:	166,863.90	0.00	166,863.90	

Pirie Super Fund
Investment Movement Summary
For the period 1 July 2022 to 30 June 2023

Investment	Opening Balance		Acquisitions		Disposals			Closing Balance		
	Qty	Cost	Qty	Cost	Qty	Proceeds	Profit/(Loss)	Qty	Cost	Market Value
<u>Bank</u>										
Heritage Bank Online Saver A/C S26		1,441,806.45		21,057.36		766,863.90	0.00		695,999.91	695,999.91
Heritage Bank Simply Access A/C S1		1,739.54		766,978.34		767,575.81	0.00		1,142.07	1,142.07
		<u>1,443,545.99</u>		<u>788,035.70</u>		<u>1,534,439.71</u>	<u>0.00</u>		<u>697,141.98</u>	<u>697,141.98</u>
<u>Term Deposits</u>										
Heritage Bank Term Deposit maturing 06/02/2024 @ 4.00% p.a.		0.00		250,000.00		0.00	0.00		250,000.00	250,000.00
Heritage Bank Term Deposit maturing 14/11/2023 @ 4.00% p.a.		0.00		250,000.00		0.00	0.00		250,000.00	250,000.00
		<u>0.00</u>		<u>500,000.00</u>		<u>0.00</u>	<u>0.00</u>		<u>500,000.00</u>	<u>500,000.00</u>
<u>Unlisted Market</u>										
Formation Costs on Establishment		880.00		0.00		880.00	0.00		0.00	0.00
		<u>880.00</u>		<u>0.00</u>		<u>880.00</u>	<u>0.00</u>		<u>0.00</u>	<u>0.00</u>
Fund Total		<u>1,444,425.99</u>		<u>1,288,035.70</u>		<u>1,535,319.71</u>	<u>0.00</u>		<u>1,197,141.98</u>	<u>1,197,141.98</u>



Pirie Super Fund

ACTUARIAL CERTIFICATE

Apricot Actuaries Pty Ltd
ABN 44 613 006 769

www.apricotactuaries.com.au
03 6240 1575

15/09/2023

Make Shore Pty Ltd
as trustee(s) for Pirie Super Fund
c/o Emily Cooper from BARTLEY PARTNERS PTY LTD

ACTUARY'S CERTIFICATE UNDER SECTION 295-390 2022/23

When a complying superannuation fund has assets in retirement phase, a proportion of the fund's income can be exempt from income tax. This is referred to as exempt current pension income (ECPI).

ECPI can work in two ways:

(1) Segregated assets

The ordinary income and statutory income that an SMSF earns from segregated current pension assets is tax exempt.

We understand that your fund is not eligible to use the segregated method for the purposes of claiming ECPI.

(2) Proportionate method (s295-390)

Where a fund contains assets that are in retirement phase and not treated as segregated for the purpose of ECPI then under section 295-390 of the Income Tax Assessment Act a proportion of the income from those assets is tax exempt. The proportion is equal to:

$$\frac{\text{Average value of unsegregated current pension liabilities}}{\text{Average value of unsegregated superannuation liabilities}}$$

The value of these liabilities must be specified by an Actuary in an Actuary's certificate obtained by the trustee before the date for lodgement of the fund's income tax return. **I am pleased to attach your certificate for 2022/23.**

Apricot Actuarial

42 Sandy Bay Rd, Battery Point,
Tasmania, 7004, Australia

CONTACTS

PHONE

03 6240 1575

EMAIL

info@apricotactuaries.com.au

WEB

www.apricotactuaries.com.au

Your accountant has ordered this certificate on your behalf. Please review the information in the attached certificate which should be read in its entirety.

Yours sincerely,



Jim Hennington BComm, FIAA, DipFP
Fellow of the Institute of Actuaries of Australia

Apricot Actuaries

42 Sandy Bay Rd, Battery Point,
Tasmania, 7004, Australia

CONTACTS

PHONE

03 6240 1575

EMAIL

info@apricotactuaries.com.au

WEB

www.apricotactuaries.com.au



S295-390 ACTUARIAL CERTIFICATE

Fund name:	Pirie Super Fund
Tax year:	2022/23
Reference:	A60581694757373
Fund type:	Accumulation and account-based income stream benefits (pension) only
Certificate type:	Actuarial certificate for the purposes of section 295-390 of the Income Tax Assessment Act 1997 - Exempt Income
Trustee name:	Make Shore Pty Ltd

ECPI - PROPORTIONATE METHOD:

I hereby certify that the tax exempt proportion of the Fund's applicable income (from assets that were not segregated or deemed to be segregated) for the 2022/23 financial year is:

0.40% ■

This percentage should only be applied to income from unsegregated assets, including the income from unsegregated assets earned over the following periods:

- 01/07/2022 - 30/06/2023

This calculation is based on data supplied by Emily Cooper from BARTLEY PARTNERS PTY LTD on behalf of the trustee(s). A summary of the key data is provided in the following pages.

Please carefully read the following pages which contain details of the information used in this actuarial certificate, including the methodology used and the assumptions I have made. These form part of the certificate and should be read in their entirety.

I confirm that this actuarial certificate has been prepared in accordance with Professional Standard 406 issued by the Actuaries Institute and other relevant professional standards.

Date: 15/09/2023

Jim Hennington, Fellow of the Institute of Actuaries of Australia

Find out more about your actuary on [LinkedIn](#)

Apricot Actuarial

42 Sandy Bay Rd, Battery Point,
Tasmania, 7004, Australia

CONTACTS

PHONE
03 6240 1575

EMAIL
info@apricotactuarial.com.au

WEB
www.apricotactuarial.com.au

What to do with this certificate

Ordinary income and statutory income that a complying superannuation fund earns from assets held to provide pension benefits is exempt from income tax. This is referred to as exempt current pension income (ECPI).

Where the fund has retirement phase assets that are not segregated (or deemed to be segregated) then an exempt proportion is calculated by an Actuary. This proportion is applied to the net ordinary assessable income of those unsegregated assets including net capital gains, but excluding assessable contributions and non-arm's length income. Income derived from segregated assets (or assets that the ATO deems to have been segregated) must be dealt with separately.

The total ECPI for this tax year is therefore calculated as:

- Income from assets that were unsegregated
x ECPI proportion

Key information used

The following information was provided by your accountant, for the purpose of completing your fund's actuarial certificate for the 2022/23 financial year. Please note that we have relied on this information and have not checked the terms of the Fund's Trust Deed and rules.

Member 1: David Joseph Pirie

Member 2: Catherine Anne Pirie

Opening balances at 01/07/2022: ^{Note 1}	
Retirement phase income stream balances (=liabilities)	\$ 0.00
Non-retirement phase balances	\$ 1,384,898.94
Total assets (=superannuation liabilities)	\$ 1,384,898.94
Plus	
Non-concessional contributions	\$ 0.00
Concessional contributions	\$ 0.00
Transfers in	\$ 0.00
Minus	
Lump sum withdrawals	\$ 0.00
Pension payments/withdrawals	\$ 166,863.90
Equals	
Balance before income and expenses	\$ 1,218,035.04
Preliminary net income	\$ 8,541.44
Closing balance at 30/06/2023: ^{Note 1}	\$ 1,226,576.48

Based on the information provided, this superannuation fund contains only accumulation and account-based type income stream benefits (commonly referred to as pensions). These include allocated pensions, market linked pensions, and account-based income streams (including transition to retirement pensions). It does not contain other types of accumulation or income stream benefits such as defined benefits. I have relied on the assessment of the fund's accountant to check that the pensions valued meet the requirements to be considered a Retirement Phase superannuation income stream under the Act in this tax year.

Note 1:

I understand that the information supplied to me was based on draft financial statements. Should this information change materially then this actuarial certificate should be revised accordingly.

My calculation of the average value of unsegregated current pension liabilities of the fund during the tax year was \$ 5,032.88. The average value of unsegregated superannuation liabilities of the fund during the tax year was \$ 1,245,007.56.

Assumptions made

There are sometimes instances where our staff need to make assumptions in relation to the information provided to us. If you are concerned these assumptions are inaccurate, please contact our staff directly and we will organise a free amended certificate. The following assumptions were made in relation to this order:

- David Joseph Pirie commenced a pension on 19/08/2022 using their entire non-retirement phase balance at that date.
- All assets which produced non-arm's length income were excluded from the application.
- Your accounting platform has indicated you wish to use the proportionate method and calculate the actuarial percentage across the whole financial year. If you wish to instead use the deemed segregated method, you will need to make the change in your accounting software. Instruction: Class/BGL

Methodology I have used

By definition, the liabilities of an accumulation account or account-based income stream, without any guarantees, are equal to the value of the assets backing it. As such, I am satisfied that the amount of the assets at the end of the year, together with the Fund's future earnings and contributions, will provide the amount required to discharge in full the fund's liabilities as they fall due. No recommendation is needed with regard to future contributions or adequacy opinion.

The value of current pension liabilities and superannuation liabilities at any particular time is therefore the account balance of the member or reserve at that date. Accordingly, the average values for this certificate have been determined using a daily weighted average calculation which takes into account details of the fund's relevant transactions over the year (as summarised in the key information above).

Since the fund design consists only of account-based benefits, no assumption has been made (or is needed) regarding rates of future return on the Fund's assets; pension increases; or a discount rate. We have however assumed that the fund will comply with Superannuation Industry Supervision (SIS) regulation requirements for allocated pensions, market linked pensions and/or account-based income streams.

Minimum pension standards

The standards for account-based income streams include a requirement for a minimum amount to be paid to the member over the year depending on the member's age, opening account balance and date of commencement. Where the minimum pension standards are not met the earnings on the assets supporting that income stream may not be eligible for an exemption from income tax and the tax exempt proportion shown in this certificate may not be correct.

We used the information provided to us to perform a preliminary validation that the pension standards were met. Where actual pension payments were lower than we expected, we have flagged this for your accountant to consider and to confirm to us that the standards were indeed met. We have not made further investigations to certify that the precise minimums were in fact paid.



Henderson Matusch
PROVIDING FINANCIAL FREEDOM

Tax Invoice

Mrs C Pirie and Mr D Pirie
24A GLENROWAN DRIVE
TALLAI QLD 4213

HM Advisory Services Pty Ltd
LEVEL 3, SUITE 3, 209 ROBINA TOWN
CENTRE DRIVE
ROBINA QLD 4226

Your Adviser Simone Richardson
Invoice # 33859350000017
Invoice Date 06 July 2022
Invoice Due Date 05 August 2022

Description	Amount (Ex.GST)	GST	Amount (Inc GST)
Plan Preparation Fee	\$900.00	\$90.00	\$990.00
Total	\$900.00	\$90.00	\$990.00

How to Pay

Mail: Mail this payment slip with your cheque or credit card details to: Fortnum Private Wealth Ltd PO Box R1872 Royal Exchange NSW 1225	Direct deposit: Bank: Westpac Account Name: FPW Brokerage Account BSB: 032-197 Account No: 438706 Reference: 33859350000017
---	---

Cut Here

Payment Slip

Mrs C Pirie and Mr D Pirie
24A GLENROWAN DRIVE
TALLAI QLD 4213

Your Adviser: Simone Richardson
Date of Issue: 06 July 2022
Invoice No: 33859350000017
Amount Due: \$990.00

Cheque payable to Fortnum Private Wealth Ltd

Credit Card Amex Visa MasterCard

Card No: Exp. ___/___ CCV

\$

Total amount Card Holder Name Card Holder Signature

Please note: That Fortnum Private Wealth does not accept cash payments.
The following surcharges apply to credit card payments Visa/MasterCard 1.2% Amex 3%

Paid 02/09/2022

AQUILA
SUPER

TAX INVOICE

Pirie Super Fund
c/- Fay & Redman Pty Ltd
PO Box 1784
OXENFORD QLD 4210

Invoice Date
31 Aug 2022

Invoice Number
61864

ABN
50 102 006 486

Aquila Super Pty Limited
PO Box 724
ORMEAU QLD 4208
P. 1300 770 149
E: accounts@aquilasuper.com

Due Date: 14 Sep 2022
Terms 14 days.
Any costs incurred to recover this
invoice will be borne by the invoicee.

Description	Amount
Pirie Super Fund	
Audit of the Financial Statements and Regulatory Compliance for the year ended 30 June 2022	450.00
ASIC Search	9.00
Subtotal	459.00
Total GST 10%	45.90
Amount Due	504.90



IMPORTANT

Please use the invoice number as
the payment reference number

PLEASE EMAIL A COPY OF YOUR REMITTANCE TO accounts@aquilasuper.com

PAYMENT ADVICE



View and pay online now

*1.75% surcharge on all card payments

To Aquila Super Pty Limited
PO Box 724
Ormeau QLD 4208

Direct Deposit Commonwealth Bank
BSB: 062-919
Account No: 1021 8626
Account Name: Aquila Super
REF: Inv 61864

Customer	Pirie Super Fund
Invoice Number	61864
Amount Due	504.90
Due Date	14 Sep 2022



Australian Government
Australian Taxation Office

PAYG Instalments report 2023

Tax Agent 25957257

Last Updated 26/08/2023

TFN	Client Name	Quarter 1 (\$)	Quarter 2 (\$)	Quarter 3 (\$)	Quarter 4 (\$)	Total Instalment (\$)
577391283	THE TRUSTEE FOR PIRIE SUPER FUND	15,636.00	15,636.00	0.00	0.00	31,272.00

Total No of Clients: 1

PIRIE SUPER FUND ABN 58 290 297 071 MAKE SHORE PTY LTD
ATF
PO BOX 4599
ROBINA TOWN CENTRE QLD 4226

INTEREST DETAILS

Printed: 25 JUL 23

Member Number: 14939258

Member Name: PIRIE SUPER FUND ABN 58 290 297 071 MAKE SHORE PTY LTD
ATF

Financial year ended: 30 JUN 23

A/c Type	Interest Credited	Resident With.Tax	NonRes With.Tax	FID (NSW)
S1	1.09	0.00	0.00	0.00
S26	21,057.36	0.00	0.00	0.00
Total	21,058.45	0.00	0.00	0.00

A/c Type	Interest Debited	FID (NSW)
L70	0.00	0.00
L71	0.00	0.00
Total	0.00	0.00

A/c Type	Interest Credited	Resident With.Tax	NonRes With.Tax	FID (NSW)
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Heritage Bank

People first.

PIRIE SUPER FUND ABN 58 290 297 071
MAKE SHORE PTY LTD ATF
PO BOX 4599
ROBINA TOWN CENTRE
QLD 4226

BSB NUMBER : 638-991
ACCOUNT NUMBER: 14939258
Twelve Month Term A/C 112
STATEMENT DATE: 25 JUL 2023
STATEMENT NO : SPECIAL REQUEST

Please check this statement and advise immediately of any discrepancies.

DATE	REFERENCE	DEBIT	CREDIT	BALANCE
2022				
14 NOV	Transfer from S1 #915257 250000.00 due 14NOV23 4.000% new deposit		250,000.00	250,000.00
2023				
06 FEB	Transfer from S1 #921220 250000.00 due 06FEB24 4.000% new deposit		250,000.00	500,000.00
30 JUN	CLOSING BALANCE AS AT 30 JUN 23			500,000.00



Australian Government
Australian Taxation Office

Agent SMSF AUSTRALIA PTY LTD
Client THE TRUSTEE FOR PIRIE SUPER FUND
ABN 58 290 297 071
TFN 577 391 283


Activity statement 004

Date generated	04 September 2023
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

Transactions

11 results found - from **04 September 2021** to **04 September 2023** sorted by **processed date** ordered **newest to oldest**

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
11 Jul 2023	28 Jul 2023	Original Activity Statement for the period ending 30 Jun 23		\$0.00	\$0.00
20 Apr 2023	28 Apr 2023	Client initiated amended Activity Statement for the period ending 31 Mar 23 - PAYG Instalments		\$15,636.00	\$0.00
14 Apr 2023	28 Apr 2023	Original Activity Statement for the period ending 31 Mar 23 - PAYG Instalments	\$15,636.00		\$15,636.00 DR
27 Mar 2023	27 Mar 2023	General interest charge			\$0.00
27 Mar 2023	24 Mar 2023	Payment received		\$31,678.96	\$0.00
27 Mar 2023	1 Mar 2023	General interest charge			\$31,678.96 DR
5 Mar 2023	28 Feb 2023	Original Activity Statement for the period ending 31 Dec 22 - PAYG Instalments	\$15,636.00		\$31,678.96 DR
1 Mar 2023	1 Mar 2023	General interest charge calculated from 01 Feb 23 to 28 Feb 23	\$123.31		\$16,042.96 DR

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
1 Feb 2023	1 Feb 2023	General interest charge calculated from 03 Jan 23 to 31 Jan 23	\$126.71		\$15,919.65 DR
3 Jan 2023	3 Jan 2023	General interest charge calculated from 01 Jul 22 to 02 Jan 23	\$156.94		\$15,792.94 DR
4 Dec 2022	25 Nov 2022	Original Activity Statement for the period ending 30 Sep 22 - PAYG Instalments	\$15,636.00		\$15,636.00 DR

19 August 2022

Mr David Pirie
PO Box 4599
ROBINA TOWN CENTRE, QLD 4230

Dear David

**Pirie Super Fund
Commencement of Account Based Pension**

We confirm that the commencement of your Account Based Pension has been completed.

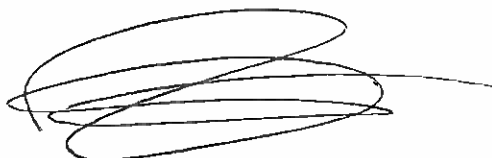
The account has been established with a balance of \$166,863.90, and which is comprised of the following components:

Taxable - Taxed Element:	\$43,855.28
Tax Free:	\$123,008.62

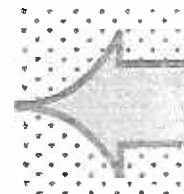
An interim Member Statement is attached to confirm the balance of your account after this transaction.

If you have any queries with regard to the above, please do not hesitate to contact me.

Yours sincerely



Mrs Catherine Anne Pirie
Director
PO Box 4599
ROBINA TOWN CENTRE, QLD, 4230



Heritage Bank

People first.

PIRIE SUPER FUND ABN 58 290 297 071
MAKE SHORE PTY LTD ATF
PO BOX 4599
ROBINA TOWN CENTRE
QLD 4226

BSB NUMBER : 638-010
ACCOUNT NUMBER: 14939258
Simply Access A/C SI
STATEMENT DATE: 25 JUL 2023
STATEMENT NO : SPECIAL REQUEST

Please check this statement and advise immediately of any discrepancies.

DATE	REFERENCE	DEBIT	CREDIT	BALANCE
2022				
01 JUL	OPENING BALANCE			1,739.54
18 JUL	Transfer from S26 Bills #1840342438		10,000.00	11,739.54
	HOL transfer to 064-224 10022835 #1840343183 Fay a	4,268.00		7,471.54
12 AUG	HOL transfer to 032-197 438706 #1240340027 FPW Broke	990.00		6,481.54
29 AUG	Transfer from S26 Repayment #2940359185		166,863.90	
	Debit tfr at Robina Branch to 12675725S9	166,863.90		
	HOL transfer to 064-224 10022835 #2940432470 Fay a	2,860.00		3,621.54
02 SEP	HOL transfer to 062-919 10218626 #0240311008 Aquila	504.90		3,116.64
21 SEP	HOL transfer to 064-224 10022835 #2140448816 Fay and	275.00		2,841.64
30 SEP	Interest credit		0.12	2,841.76
14 NOV	Transfer from S26 Invest #1440383223		250,000.00	
	Debit tfr at The Pines Branch to I12	250,000.00		2,841.76
2023				
31 DEC	Interest credit		0.07	2,841.83
06 FEB	Transfer from S26 Invest #0640373866		300,000.00	
	Debit tfr at The Pines Branch to I12	250,000.00		52,841.83
24 MAR	HOL Bpay 2440256575 75556 to TAX OFFICE PAYMENTS	31,678.96		
	HOL Bpay 2440258620 17301 to ASIC	290.00		
	HOL Bpay 2440260225 17301 to ASIC	59.00		20,813.87
31 MAR	Interest credit		0.73	20,814.60
26 APR	Transfer from S26 Tax bill #2640261558		40,000.00	
	HOL Bpay 2640262385 75556 to TAX OFFICE PAYMENTS	59,786.05		1,028.55
26 MAY	ATO/ATO;ATO008000017986017		113.35	1,141.90
30 JUN	Interest credit		0.17	1,142.07
	CLOSING BALANCE AS AT 30 JUN 23			1,142.07

Paid 24/03/23



ASIC
Australian Securities & Investments Commission

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

ABN 86 768 265 615

ROWAN GLEN PTY LTD
24A GLENROWAN DR TALLAI QLD 4213

INVOICE STATEMENT

Issue date 21 Feb 23
ROWAN GLEN PTY LTD

ACN 631 805 760
Account No. 22 631805760

Summary

Opening Balance	\$0.00
New items	\$290.00
Payments & credits	\$0.00
TOTAL DUE	\$290.00

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

Transaction details are listed on the back of this page

Please pay

Immediately	\$0.00
By 21 Apr 23	\$290.00

If you have already paid please ignore this invoice statement.

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



ASIC
Australian Securities & Investments Commission

PAYMENT SLIP
ROWAN GLEN PTY LTD

ACN 631 805 760 Account No: 22 631805760



22 631805760

TOTAL DUE	\$290.00
Immediately	\$0.00
By 21 Apr 23	\$290.00

Payment options are listed on the back of this payment slip



Billers Code: 17301
Ref: 2296318057603



*814 129 0002296318057603 65

Heritage Bank

Pirie Super Fund Abn 58 290 297 071 Make Member Number: 14939258
Shore Pty Ltd Atf

Your BPAY Receipt on Friday, 24 March 2023, at 7:11 AM:

Receipt Number	2440258620
From:	
Account Number	###258S1
To:	
Billor Name	ASIC
Billor Code	17301
Customer Reference Number	2296318057603
Amount	\$290.00
Payment Date	24/03/2023

Paid 24/03/23



ASIC
Australian Securities & Investments Commission

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

ABN 86 768 265 615

MAKE SHORE PTY LTD
24A GLENROWAN DR TALLAI QLD 4213

INVOICE STATEMENT

Issue date 21 Feb 23
MAKE SHORE PTY LTD

ACN 631 805 608
Account No. 22 631805608

Summary

Opening Balance	\$0.00
New items	\$59.00
Payments & credits	\$0.00
TOTAL DUE	\$59.00

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

Transaction details are listed on the back of this page

Please pay

Immediately	\$0.00
By 21 Apr 23	\$59.00

If you have already paid please ignore this invoice statement.

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



ASIC
Australian Securities & Investments Commission

TOTAL DUE	\$59.00
Immediately	\$0.00
By 21 Apr 23	\$59.00

PAYMENT SLIP
MAKE SHORE PTY LTD

Payment options are listed on the back of this payment slip

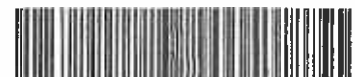


Billers Code: 17301
Ref: 2296318056084

ACN 631 805 608 Account No: 22 631805608



22 631805608



*814 129 0002296318056084 77

Heritage Bank

Pirie Super Fund Abn 58 290 297 071 Make Member Number: 14939258
Shore Pty Ltd Atf

Your BPAY Receipt on Friday, 24 March 2023, at 7:13 AM:

Receipt Number	2440260225
From:	
Account Number	###258S1
To:	
Biller Name	ASIC
Biller Code	17301
Customer Reference Number	2296318056084
Amount	\$59.00
Payment Date	24/03/2023

Paid 21/09/2022

Fay & Redman Pty Ltd

ABN 68 831 283 593

Unit 15, Siganto Plaza
142 Siganto Drive
Helensvale QLD 4212
Phone (07) 5561 7154

Postal PO Box 1784
Oxenford QLD 4210
Fax (07) 5529 4623

The Trustee
Pirie Super Fund
PO Box 4599
ROBINA TOWN CENTRE QLD 4230

Tax Invoice
005789
Ref: PIRD04
5 September, 2022

Description	Amount
Class software annual fee for your self-managed superannuation fund.*	275.00

Terms: Twenty One Days Date Due: 26 September, 2022 Amount Due: \$ 275.00
The Amount Due includes GST of \$25.00
* indicates taxable supply

Please detach the portion below and forward with your payment

Remittance Advice																			
Pirie Super Fund	Invoice: 005789																		
<input type="checkbox"/> Cheque <input type="checkbox"/> Cash	Ref: PIRD04																		
<input type="checkbox"/> Direct Deposit - Account Name: Fay & Redman Pty Ltd	5 September, 2022																		
BSB: 064 224 Account: 1002 2835. Please quote invoice number as the direct deposit reference number.																			
<input type="checkbox"/> Mastercard <input type="checkbox"/> Visa 2.0% surcharge for Credit Card payments	Amount Due: \$ 275.00																		
Card Number <table border="1"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table>																CCV <table border="1"><tr><td> </td><td> </td><td> </td></tr></table>			
Cardholder	Signature																		
.....	Expiry Date																		

Fay & Redman Pty Ltd

ABN 68 831 283 593

Paid 29/08/2022

Unit 15, Siganto Plaza
142 Siganto Drive
Helensvale QLD 4212
Phone (07) 5561 7154

Postal PO Box 1784
Oxenford QLD 4210
Fax (07) 5529 4623

The Trustee
Pirie Super Fund
PO Box 4599
ROBINA TOWN CENTRE QLD 4230

Tax Invoice

005762

Ref: PIRD04
22 August, 2022

Description	Amount
Professional services rendered for the period 05/07/2022 to 22/08/2022.	2,860.00
Preparation of Financial Statements for the period 01/06/2022 to 30/06/2022	
Preparation and lodgement of 2022 Annual Return	
Provision of information provided to Aquila Audit for the 2022 Financial Year	
Preparation of Interim Financial Statements for the period 01/07/2022 to 19/08/2022.	
Preparation of Pension Establishment Documentation as at 19/08/2022.	
General advice and discussions as required.*	

Terms: Twenty One Days Date Due: 12 September, 2022 Amount Due: \$ 2,860.00

The Amount Due Includes GST of \$260.00
* indicates taxable supply

Please detach the portion below and forward with your payment

Remittance Advice

Pirie Super Fund

Cheque

Cash

Direct Deposit - Account Name: Fay & Redman Pty Ltd

BSB: 064 224 Account: 1002 2835. Please quote invoice number as the direct deposit reference number.

Mastercard

Visa

2.0% surcharge for Credit Card payments

Amount Due: \$ 2,860.00

Card Number

CCV

Cardholder

Signature

Expiry Date

Invoice: 005762

Ref: PIRD04

22 August, 2022

Fay & Redman Pty Ltd

ABN 68 831 283 593

Unit 15, Siganto Plaza
142 Siganto Drive
Helensvale QLD 4212
Phone (07) 5561 7154

Postal PO Box 1784
Oxenford QLD 4210
Fax (07) 5529 4623

Paid 18/07/22.

The Trustee
Pirie Super Fund
PO Box 4599
ROBINA TOWN CENTRE QLD 4230

Tax Invoice

005685

Ref: PIRD04
4 July, 2022

Description	Amount
Professional services rendered for the period 30/04/2022 to 04/07/2022. Preparation of Interim Financial Statements for the period 31 May 2022. Attention to Interim processing of Superannuation Fund expense paid from private accounts for the 2022 Financial Year General advice and discussions as required.*	4,268.00
Terms: Twenty One Days Date Due: 25 July, 2022	Amount Due: \$ 4,268.00
The Amount Due Includes GST of \$388.00 * indicates taxable supply	

Please detach the portion below and forward with your payment

Remittance Advice	
Pirie Super Fund	Invoice: 005685
<input type="checkbox"/> Cheque <input type="checkbox"/> Cash	Ref: PIRD04
<input type="checkbox"/> Direct Deposit - Account Name: Fay & Redman Pty Ltd	4 July, 2022
BSB. 064 224 Account: 1002 2835. Please quote invoice number as the direct deposit reference number.	
<input type="checkbox"/> Mastercard <input type="checkbox"/> Visa 2.0% surcharge for Credit Card payments	Amount Due: \$ 4,268.00
Card Number <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	CCV <input type="text"/> <input type="text"/> <input type="text"/>
Cardholder	Signature
.....	Expiry Date



Australian Government

Australian Taxation Office

Agent SMSF AUSTRALIA PTY LTD
Client THE TRUSTEE FOR PIRIE SUPER FUND
ABN 58 290 297 071
TFN 577 391 283

Income tax 002

Date generated	04 September 2023
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

Transactions

9 results found - from **04 September 2021** to **04 September 2023** sorted by **processed date** ordered **newest to oldest**

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
23 May 2023	26 May 2023	EFT refund for Income Tax for the period from 01 Jul 21 to 30 Jun 22	\$113.35		\$0.00
23 May 2023	15 May 2023	Interest for early payment of Income Tax		\$113.35	\$113.35 CR
27 Apr 2023	26 Apr 2023	Payment received		\$59,786.05	\$0.00
1 Sep 2022	15 May 2023	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 21 to 30 Jun 22	\$59,786.05		\$59,786.05 DR
26 Apr 2022	26 Apr 2022	General interest charge			\$0.00
26 Apr 2022	22 Apr 2022	Payment received		\$1,036.00	\$0.00
20 Apr 2022	20 Apr 2022	General interest charge			\$1,036.00 DR
19 Apr 2022	16 May 2022	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 20 to 30 Jun 21	\$259.00		\$1,036.00 DR
1 Oct 2021	1 Oct 2021	General interest charge			\$777.00 DR

Heritage Bank

People first.

PIRIE SUPER FUND ABN 58 290 297 071
 MAKE SHORE PTY LTD ATF
 PO BOX 4599
 ROBINA TOWN CENTRE
 QLD 4226

BSB NUMBER : 638-260
 ACCOUNT NUMBER: 14939258
 Online Saver A/C S26
 STATEMENT DATE: 25 JUL 2023
 STATEMENT NO : SPECIAL REQUEST

Please check this statement and advise immediately of any discrepancies.

DATE	REFERENCE	DEBIT	CREDIT	BALANCE
2022				
01 JUL	OPENING BALANCE			1,441,806.45
18 JUL	HOL transfer to S1 Bills #1840342438	10,000.00		1,431,806.45
31 JUL	Interest credit		850.27	1,432,656.72
29 AUG	HOL transfer to S1 Repayment #2940359185	166,863.90		1,265,792.82
31 AUG	Interest credit		1,316.30	1,267,109.12
30 SEP	Interest credit		1,596.90	1,268,706.02
31 OCT	Interest credit		2,115.09	1,270,821.11
14 NOV	HOL transfer to S1 Invest #1440383223	250,000.00		1,020,821.11
30 NOV	Interest credit		2,087.65	1,022,908.76
31 DEC	Interest credit		2,089.26	1,024,998.02
2023				
31 JAN	Interest credit		2,219.89	1,027,217.91
06 FEB	HOL transfer to S1 Invest #0640373866	300,000.00		727,217.91
28 FEB	Interest credit		1,583.18	728,801.09
31 MAR	Interest credit		1,733.15	730,534.24
26 APR	HOL transfer to S1 Tax bill #2640261558	40,000.00		690,534.24
30 APR	Interest credit		1,817.97	692,352.21
31 MAY	Interest credit		1,793.48	694,145.69
30 JUN	Interest credit		1,854.22	695,999.91
	CLOSING BALANCE AS AT 30 JUN 23			695,999.91

Pirie Super Fund

**Prepared for NTAA Corporate by
Australian Business Structures**



Deed of Establishment

Pirie Super Fund

Date Date of Establishment

Parties The corporation named and described in Schedule 1 and appointed under clause 9 as Trustee (**Trustee**)

Recitals

- A The Trustee wishes to establish and maintain the Fund solely for the purpose of providing superannuation benefits for its Members and for their Dependants in the event of the death of a Member and for any other purposes permitted by the Superannuation Law.
- B The Trustee will act as trustee of the Fund and has consented to act as the Fund's trustee in accordance with the provisions of this deed, including the powers granted by this deed.
- C The Trustee has agreed to conduct the Fund so as to ensure that the Fund at all times attracts any income tax concessions that may apply to superannuation funds.

It is Declared:

1 Establishment


By this deed, the Trustee establishes the Fund that commences on the date of Establishment.

2 Terms of this Deed

The terms of this deed include those set out in Annexure A and Schedule 1 to this deed.

EXECUTED as a deed.


EXECUTED by Make Shore Pty Ltd)
(ACN 631 805 608) as Trustee in)
accordance with the *Corporations Act*)
2001 by being signed by the following)
officers:

CP


Signature of Director

CATHERINE ANNE PIRIE

Name of Director (please print)

DJP


Signature of Director / company secretary

David Joseph Pirie

Name of Director / company secretary
(please print)

Annexure A

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Part 1 - How to read this deed

1 Overview of deed

This deed explains the way the Fund will operate and also sets out the roles and the responsibilities of each of the Trustees as well as the obligations of any person, company or entity associated with or having some responsibility under this deed.

The deed comprises fourteen parts. Each part deals with a specific aspect of the Fund. These parts are described as follows:

Part number	Description
Part 1	How to read this deed
Part 2	The Fund
Part 3	Trustees
Part 4	Other persons in the Fund
Part 5	Powers of Trustees
Part 6	Accounts of the Fund
Part 7	Record keeping
Part 8	General matters
Part 9	Membership of the Fund
Part 10	Contributions to the Fund
Part 11	Benefits
Part 12	Family Law
Part 13	Termination of Trust
Part 14	Amendment

2 Definitions

In this deed:

Account means any one of the following (as the case requires):

- (a) Accumulation Account;
- (b) Equalisation Account;
- (c) Forfeiture Account;
- (d) Income Account;
- (e) Income Stream Account; and

- (f) any other accounts required to be opened or maintained by the Trustee in accordance with the Superannuation Law or any other accounts the Trustee decides to establish and maintain.

Accumulation Account means the Account established on behalf of each Member or Beneficiary as described in clause 15.

Actuary means a person for the time being appointed as actuary of the Fund under clause 10.1(b).

Administrator means a person appointed as administrator of the Fund under clause 10.1(c).

Allot has the same meaning given to that term in the SIS Regulations.

Annuity means a Benefit payable by instalments that satisfies the meaning of Annuity in regulation 1.05 of the SIS Regulations or any other provision of the Superannuation Law.

Applicant means a Member who makes a Splittable Contributions application under clause 29.6.

Approved Benefit Arrangement means a fund or benefit arrangement other than the Fund, including:

- (a) another Complying Superannuation Fund;
- (b) an Approved Deposit Fund;
- (c) an Annuity arrangement; or
- (d) an Eligible Roll Over Fund,

into which or from which assets can be transferred into or from the Fund without causing the Fund to be in breach of or to fail to comply with the Superannuation Law.

Approved Deposit Fund in relation to a year of income means a fund which is a complying approved deposit fund in accordance with the Taxation Act.

Approved Trustee means a trustee approved by the Australian Prudential Regulation Authority or any other body or person that has responsibility for the administration of superannuation funds other than Self Managed Superannuation Funds.

Auditor means a person for the time being appointed as auditor of the Fund under clause 10.1(d).

Authorised Deposit Taking Institution has the same meaning given to that term in the *Banking Act 1959* (Cth).

Bankruptcy Act means the *Bankruptcy Act 1966* (Cth).

Beneficiary means a person who is presently and absolutely entitled or has a contingent right to receive a Benefit under the provisions of this deed at any given time and includes a Member, a Dependant or a Pensioner.

Benefit means any amount which is payable by the Trustee out of the Fund in accordance with this deed to or in respect of a Member.

Benefit Entitlement means any amount held in the Fund which may become payable to a Beneficiary but to which the person has not become absolutely and indefeasibly entitled and includes a contingent right to payment of an amount.

Binding Death Benefit Nomination means a nomination made by a Member in relation to the payment or application of a death benefit that is binding on the Trustee.

Child has the same meaning given to that term in the SIS Act.

Closing Date means the date determined in accordance with this deed on which the Fund will be wound up.

Compassionate Ground has the same meaning given to that term in the Superannuation Law.

Complying Superannuation Fund in relation to a year of income means a fund which is a complying superannuation fund in accordance with the Superannuation Law.

Constitutional Corporation has the same meaning given to that term in the Superannuation Law.

Contributions means payments to the Fund by Members, Employers and other Permitted Entities in accordance with the provisions of this deed prior to the deduction of any Tax payable in respect of those Contributions.

Contributions Cap means a Member's concessional contributions cap, Non Concessional Contributions cap or CGT cap (as the case requires) as defined in the Taxation Act.

Corporations Act means the *Corporations Act 2001* (Cth).

Custodian means the person appointed as custodian of the assets of the Fund under clause 10.1(e).

Date of Establishment means the date of commencement of the Fund as set out in schedule 1.

Dependant in relation to a Member or former Member means:

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

Directors means, where the Trustee is a Constitutional Corporation, the directors or board of management for the time being of the Trustee as applicable.

Disclosure Document means any document required to be given under the Corporations Act to a person applying to be a Member.

Earnings means all net income and net capital gains derived from the assets of the Fund whether realised or unrealised after deducting any capital losses and such allowances for expenses and Tax as the Trustee considers appropriate.

Eligible Roll Over Fund has the same meaning given to that term in the SIS Act.

Employee has the same meaning given to that term in the SIS Act.

Employer has the same meaning given to that term in the SIS Act.

Family Law means the Payment Splitting arrangements under the Superannuation Law.

Financial Assistance means any financial assistance granted to the Fund in accordance with Part 23 of the SIS Act.

Financial Year means a period of twelve months ending on 30 June or such other period of twelve months as the Trustee determines.

Fluctuation Account means the account established in accordance with clause 18.

Forfeiture Account means the account established in accordance with clause 42.3.

Full Time Gainful Employment in relation to a Member means Gainful Employment on a full time basis within the meaning of the Superannuation Law.

Fund means the superannuation fund under the name set out in schedule 1.

Fund Earning Rate means the earning rate for the Fund (which may for the purposes of this deed be negative) determined under clause 17.4 after taking into account such provisions or reserves for future contingencies as the Trustee considers reasonable.

Fund Year means a period of twelve months ending on 30 June, or such other period ending on such other date as the Trustee determines from time to time.

Gainful Employment means, in relation to a Member, engagement in any business, trade, profession, vocation, calling, occupation or employment for personal gain to the extent required by the Superannuation Law.

Guarantee Act means the *Superannuation Guarantee Charge Act 1992* (Cth) which incorporates the *Superannuation Guarantee (Administration) Act 1992* (Cth) and any regulations made to that Act.

Income Stream means:

- (a) a Pension;
- (b) an Annuity; or
- (c) a Benefit payable in a form other than as a Superannuation Lump Sum as permitted by the Superannuation Law.

Individual Trustee means a natural person who is appointed to be a Trustee of the Fund.

Insured Member means any Member who has a Policy effected in his or her name by the Trustee.

Insurer means any insurer with whom the Trustee effects a Policy or Policies.

Interdependency Relationship has the same meaning given to that term in Superannuation Law.

Investment Manager means a person appointed as an Investment Manager of the Fund in accordance with clause 10.1(a).

Legal Personal Representative has the same meaning given to that term in the SIS Act.

Levy includes a levy payable by the Fund in accordance with the *Superannuation Supervisory Levy Act 1991* (Cth), the *Superannuation (Fund Assistance Levy) Act 1993* (Cth) and any other legislation or regulations which impose a levy or levies on the Fund.

Maximum Splittable Amount has the same meaning given to that term in the SIS Regulations.

Member means a person who has been admitted as a member of the Fund under clause 25.

Member Account means a Member's Accumulation Account or Pension Account as the case may be.

Membership means a Member's or Beneficiary's membership of the Fund.

Nominated Beneficiary means one or more Dependants or Legal Personal Representatives of a Member nominated by the Member as a nominated Beneficiary.

Non Binding Death Benefit Nomination means a nomination made by a Member in relation to the payment or application of a death benefit that is not binding on the Trustee.

Non Concessional Contribution has the same meaning given to that term in the Taxation Act.

Non Member Spouse in relation to a Member has the same meaning given to that term in the Superannuation Law. A person ceases to be a Non Member Spouse when the entitlement of the Non Member Spouse in respect of a Payment Split is paid to the Non Member Spouse or transferred or rolled over in accordance with the Superannuation Law.

Normal Retirement Age means the age of 65 years or any other age being not less than 55 years as is acceptable to or required by the Superannuation Law and as the Trustee determines.

Part Time Gainful Employment means, in relation to a Member, a Member who is in Gainful Employment on a part time basis within the meaning of the Superannuation Law.

Payment Flag has the same meaning given to that term in the Superannuation Law.

Payment Split has the same meaning given to that term in the Superannuation Law.

Pension means a Benefit payable by instalments that satisfies the meaning of Pension in regulation 1.06 of the SIS Regulations or any other provision of the Superannuation Law and (without limiting the foregoing) includes a Transition to Retirement Income Stream (TRIS).

Pensioner means a member who is entitled to receive or has applied to receive Benefits payable to the Member as a Pension and includes a Reversionary Beneficiary in receipt of a Pension.

Pension Account means the account established in respect of a Pensioner in accordance with clause 16.

Permanent Incapacity has the same meaning given to that term in the Superannuation Law.

Permitted Entity means an entity permitted to contribute to the Fund at the sole discretion of the Trustee from time to time subject to the Superannuation Law.

Policy means any policy of assurance, including:

- (a) a policy on the life of a Member for endowment, term, disablement, accident or sickness insurance, effected either as an individual policy or as a group policy (in which case in relation to a Member or a former Member, Policy means the particular assurance on the life of the Member or former Member);
- (b) any policy covering any two or more of the risks described in paragraph (a); and

- (c) any policy which provides that Benefits are payable to the Trustee on the death or disablement of a Member,

provided that the acquisition of any given policy is not prohibited by Superannuation Law.

Preservation Age means:

for a person born before 1 July 1960	55 years of age
for a person born during the year 1 July 1960 to 30 June 1961	56 years of age
for a person born during the year 1 July 1961 to 30 June 1962	57 years of age
for a person born during the year 1 July 1962 to 30 June 1963	58 years of age
for a person born during the year 1 July 1963 to 30 June 1964	59 years of age
for a person born after 30 June 1964	60 years of age

Preserved means the prohibition against paying any amount held in the Fund before a Member reaches Preservation Age or is otherwise entitled to be paid that amount in accordance with the Superannuation Law and **Preserve** has a corresponding meaning.

Preserved Payment means a payment made to the Fund which is required to be Preserved in order for the Fund to be a Complying Superannuation Fund.

Relative has the same meaning given to that term in the SIS Act.

Reserve Account means an account established in accordance with clause 19.

Retires from Employment means retirement as defined by the Superannuation Law.

Retires from Gainful Employment means actual retirement by a Member from Gainful Employment or retirement as defined for the purposes of the Superannuation Law for the payment of Benefits.

Reversionary Beneficiary means a Dependant nominated by a Pensioner (and in default of a nomination by the Pensioner, a Dependant nominated by the Trustee) who is eligible to receive a Benefit on the death of a Pensioner.

RSE Licensee has the same meaning given to that term in the SIS Act.

Self Managed Superannuation Fund means a superannuation fund which satisfies the requirements of a self managed superannuation fund set out in the Superannuation Law.

Severe Financial Hardship has the same meaning given to that term in the Superannuation Law.

Shortfall Component has the same meaning given to that term in the Guarantee Act.

SIS Act means the *Superannuation Industry (Supervision) Act 1993* (Cth).

SIS Regulations means the Superannuation Industry (Supervision) Regulations 1994 (Cth).

Splittable Contribution has the same meaning given to that term in the SIS Regulations.

Spouse has the same meaning given to that term in the SIS Act.

Statutory Authority means, as the case requires, the Commissioner of Taxation, the Australian Prudential Regulation Authority, the Australian Securities and Investments Commission, the Department of Human Services, or such other government, statutory or regulatory authority which is responsible for administering or regulating Superannuation Law.

Superannuation Law means any requirement under the SIS Act, the SIS Regulations, the *Occupational Superannuation Standards Act 1987* (Cth), the *Occupational Superannuation Standards Regulations 1987* (Cth), the *Family Law Act 1975* (Cth), the Corporations Act, the Corporations Regulations, the Taxation Act, the *Financial Sector (Collection of Data) Act 2001* (Cth), the *Financial Institutions Supervisory Levies Collection Act 1998* (Cth), the *Superannuation (Unclaimed Money and Lost Members) Act*, and any other present or future legislation which the Trustee must comply with in order for the Fund:

- (a) to qualify for concessional Tax treatment as a Complying Superannuation Fund; or
- (b) to meet any other requirement of the Statutory Authority,

and includes any proposed requirements, rulings, announcements or obligations which the Trustee believes will have effect retrospectively.

Superannuation Lump Sum has the same meaning as in the Taxation Act.

Superannuation (Unclaimed Money and Lost Members) Act means the *Superannuation (Unclaimed Money and Lost Members) Act 1999* (Cth)

Taxation Act means the *Income Tax Assessment Act 1936* (Cth), the *Income Tax Assessment Act 1997* (Cth) and the *Income Tax (Transitional Provisions) Act 1997* (Cth) and any regulations issued under those Acts.

Tax includes income tax, pay roll tax, land tax, stamp duty and any other taxes, duties or surcharges paid or payable by the Trustee on behalf of the Fund or a Member or, where applicable, by any Member, former Member, Dependant or Beneficiary.

Taxed Splittable Contribution has the same meaning given to that term in the SIS Regulations.

Temporary Incapacity has the same meaning given to that term in the Superannuation Law.

Terminal Medical Condition has the same meaning given to that term in the Superannuation Law.

Total and Permanent Disablement means ill health (whether physical or mental) where the Trustee is reasonably satisfied that the Member is unlikely, because of the ill health, ever again to engage in Full Time Gainful Employment or Part Time Gainful Employment for which the Member is reasonably qualified by education, training or experience.

Transition to Retirement Income Stream (or TRIS) has the same meaning given to that term in the Superannuation Law.

Tribunal means the Superannuation Complaints Tribunal established under the *Superannuation (Resolution of Complaints) Act 1993* (Cth).

Trustee means the trustee or trustees for the time being of the Fund whether original, additional or substituted who are appointed in accordance with clause 9 of this Deed.

Unclaimed Benefits means those Benefits described as Unclaimed Money in sections 12 and 14 of the *Superannuation (Unclaimed Money and Lost Members) Act* and the unclaimed superannuation benefits of former temporary residents under Part 3A of the *Superannuation (Unclaimed Money and Lost Members) Act*.

Unrestricted Non Preserved Amount means an amount including a roll-over payment payable to or in respect of a Member which is not required to be Preserved or at the time of payment is no longer required to be Preserved under the Superannuation Law and is an Unrestricted Non Preserved Benefit as that term is defined in the SIS Regulations.

Untaxed Splittable Contribution has the same meaning given to that term in the SIS Regulations.

3 Interpretation

In this deed, headings are inserted for convenience only and do not affect the interpretation of this deed unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes the other gender;
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) the meaning of general words is not limited by specific examples introduced by 'includes', 'including', 'for example', 'such as' or similar expressions;
- (e) a reference to a document or instrument, including this deed, includes all of its clauses, paragraphs, recitals, parts, schedules and annexures and includes the document or instrument as amended, varied, novated, supplemented or replaced from time to time;
- (f) a reference to a statute, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (g) a party includes the party's successors and permitted transferees and assigns and if a party is an individual, includes executors and personal legal representatives;
- (h) a reference to a person includes an individual, a partnership, a corporation or other corporate body, a firm and a trust;
- (i) if any dispute arises as to the interpretation of any of the provisions of this deed or as to the rights or obligations of a Member or any other person, then (except to the extent otherwise expressly provided in the deed) the decision of the Trustee is final and binding;
- (j) all monetary amounts are in Australian dollars, unless otherwise stated, and a reference to payment means payment in Australian dollars; and
- (k) a period of time dating from a given day or the day of a given act or event is to be calculated exclusive of that day.

3.2 Severability

If any provision of this deed is void, voidable by a party, unenforceable, invalid or illegal and would not be so if a word or words were omitted, then that word or those words are to be severed and if this cannot be done, the entire provision is to be severed from this deed without affecting the validity or enforceability of the remaining provisions of this deed.

3.3 Fund subject to Superannuation Law at all times

- (a) The provisions contained in this deed are at all times subject to the Superannuation Law and are deemed to incorporate the Superannuation Law to the extent necessary for the Trustee and the Fund to qualify for concessional Tax treatment or to satisfy any other requirements of the Statutory Authority.
- (b) In the event that there is an inconsistency between the deed and the Superannuation Law, the Superannuation Law prevails to the extent of the inconsistency.

4 Other provisions to note

4.1 Exercise of powers and rights

All powers, rights, decisions, discretions, appointments or other authorisations of whatsoever nature or kind granted to or conferred on the Trustee by, under or for the purposes of this deed, may be fully and effectively exercised, made, done or performed by or on behalf of a Trustee:

- (a) where the Trustee is a Constitutional Corporation, by resolution of the Directors in accordance with its constitution or by any person or persons having the authorisation of such Directors to act on their behalf; or
- (b) where the Trustee consists of Individual Trustees, by unanimous resolution or, if allowed by the Superannuation Law, by a majority of persons holding the office of Trustee,

despite any direct or personal interest the Trustee (or, where the Trustee is a Constitutional Corporation, any director or shareholder of the Trustee) may have in whatsoever capacity in the exercise of the powers, rights, decisions, discretions, appointments or other authorisations or that the Trustee (or director or shareholder of the Trustee) may benefit either directly or indirectly from such exercise and provided that any requirements of the Superannuation Law are satisfied.

4.2 Benefits secured

The rights of the Members or their Dependants who receive Benefits payable under this deed are secured within the meaning of the Superannuation Law.

5 Governing law and jurisdiction

5.1 Governing law

This agreement is governed by the laws in force in the State or Territory specified in Schedule 1.

5.2 Jurisdiction

The Trustee, Members, Beneficiaries and Employers submit to the exclusive jurisdiction of courts of the State or Territory specified in Schedule 1 and any courts that may hear appeals from those courts about any proceedings in connection with this deed.

6 Dispute resolution

6.1 Enquiries and complaints mechanism

The Trustee must ensure that there are arrangements in place to deal with enquiries and complaints from Members, Dependants or Beneficiaries in the circumstances and within the time limits required by the Superannuation Law.

6.2 Trustee to implement decision

Subject to the Trustee's rights to determine in its discretion to appeal against any decision of a court or tribunal, the Trustee must ensure that it implements any decision of a court or tribunal as required by that court or tribunal.

Part 2 - The Fund

7 Structure of the Fund

7.1 Fund vested in Trustee

The Fund is at all times to be vested in the Trustee and must be managed by the Trustee on the terms and conditions contained in this deed and subject to the trusts, powers, authorities and discretions contained in this deed.

7.2 Class of Members

The Trustee has the power to create any additional class or classes of Membership with those rights, entitlements, conditions of eligibility and Benefits as the Trustee thinks appropriate.

7.3 Composition of the Fund

The gross assets of the Fund consist of all cash, investments and other property for the time being held and received by or on account of the Trustee on the trusts of this deed.

Part 3 - Trustees

8 Covenants

The Trustee must perform and observe the covenants, trusts, conditions and obligations of this deed as and to the extent they are included in the deed or deemed to be included in the deed by the Superannuation Law.

9 Appointment and change of Trustee

9.1 Purpose of Fund

Subject to the Superannuation Law:

- (a) the Trustee must at all times be a Constitutional Corporation; or
- (b) as otherwise permitted under the Superannuation Law and where the Trustee is not a Constitutional Corporation, the sole or primary purpose of the Fund must be the provision of old age pensions as that term is defined in section 51(xxiii) of the *Commonwealth of Australia Constitution Act*.

9.2 Self Managed Superannuation Funds and Approved Trustee Funds

- (a) Despite any provision in this clause 9, at any time while the Fund is a Self Managed Superannuation Fund, a person is not eligible to be:
 - (i) the Trustee; or
 - (ii) where the Trustee is a Constitutional Corporation, a Director of the Trustee, of the Fund unless all of the provisions in this clause 9.2 are satisfied.
- (b) Subject to clause 9.2(d), where the Fund is a Self Managed Superannuation Fund with one Member, the Trustee must either be:
 - (i) a Constitutional Corporation where:
 - (A) the Member is the sole director of the Constitutional Corporation; or
 - (B) the Member is one of only two Directors of the Constitutional Corporation and the other Director is a Relative; or
 - (C) the Member is one of only two Directors of the Constitutional Corporation and the Member is not employed by the other Director; or
 - (ii) two Individual Trustees comprising the Member and another person who is either:
 - (A) a Relative of the Member; or
 - (B) not an Employer of the Member.
- (c) Subject to clause 9.2(d), where the Fund is a Self Managed Superannuation Fund with more than one Member, the Trustee must be:

- (i) a Constitutional Corporation where each Member is a Director of the Constitutional Corporation and each Director is a Member; or
 - (ii) Individual Trustees where each Member is an Individual Trustee and each Individual Trustee is a Member of the Fund.
- (d) The requirements in clauses 9.2(b) and 9.2(c) are subject to any alternative tests or exceptions to the general rules outlined in those clauses contained in section 17A(3) of the SIS Act, or any other Superannuation Law.
 - (e) For the purposes of clause 9.2(c), no Member of the Fund may be employed by another Member of the Fund unless permitted by the Superannuation Law.
 - (f) If the Fund has fewer than five Members and is not a Self Managed Superannuation Fund, the Trustee must be an Approved Trustee or a RSE Licensee that is a Constitutional Corporation.

9.3 Appointment of Trustee

- (a) Subject to the Superannuation Law, a majority of Members may, by deed or other written instrument, appoint a person or persons to act as Trustee provided that the person or persons have given their written consent to the appointment and give any other consents or declarations required by the Superannuation Law.
- (b) The Legal Personal Representative of:
 - (i) a deceased Member;
 - (ii) a Member who has lost legal capacity; or
 - (iii) a Member who has appointed that Legal Personal Representative as their attorney under an enduring power of attorney,
 may exercise the particular Member's decision making power to appoint a Trustee on behalf of the Member.
- (c) Where a Member is under the age of 18 years, a parent or guardian of the particular Member is permitted to exercise that Member's power to appoint a Trustee.
- (d) Where the Fund has no remaining Members and where there is no other person who has the power to appoint a Trustee under this clause 9.3 on behalf of the last person ceasing to be a Member, the Legal Personal Representative of the last Member to have a Legal Personal Representative has the power to appoint a Trustee.

9.4 Ceasing to act as Trustee

A Trustee must immediately cease to act as Trustee of the Fund:

- (a) if, being an individual, he or she dies or otherwise loses his or her legal capacity;
- (b) if, being a Constitutional Corporation, it is placed into receivership or liquidation or an administrator is appointed over its affairs;
- (c) if the Trustee is disqualified from holding office as a trustee by operation of the Superannuation Law or is removed or suspended from office under the Superannuation Law;
- (d) if the Trustee resigns as Trustee of the Fund by notice in writing to a majority of the Members; or

- (e) subject to the Superannuation Law, if the person is removed from office by notice in writing given by no less than two thirds of the Members to the Trustee.

9.5 Continuity of office

Any person who acts as Trustee must, on ceasing to be Trustee under this clause 9, do everything necessary to vest the Fund in the remaining or new Trustee or Trustees and must promptly deliver all records and other books to the remaining or new Trustee or Trustees.

9.6 Quorum of Individual Trustees

A quorum of Trustees is the number of Trustees for the time being or as required by the Superannuation Law.

9.7 Remuneration of Trustee

Unless permitted by the Superannuation Law, during any time that the Fund is a Self Managed Superannuation Fund, no Trustee of the Fund may receive remuneration from the Fund or from any person for any duties or services performed by the Trustee in relation to the Fund in its capacity as Trustee of the Fund.

9.8 Confidentiality of information

The Trustee and every Employer must, as far as possible, treat as confidential all information disclosed to or gained by it in the course of administering the Fund or otherwise in connection with this deed.

9.9 Member may be Trustee

No Individual Trustee, Director or officer of a Constitutional Corporation or Employee of an Employer is, by virtue of their office or the powers delegated to them by the Trustee, disqualified from being a Member of the Fund or from exercising rights or deriving any Benefits as a Member of the Fund.

Part 4 - Other persons in Fund

10 Appointment and removal of other persons

10.1 Appointment

Subject to the Superannuation Law and the law generally, the Trustee may appoint in writing one or more persons, as appropriate, as:

- (a) Investment Manager, who has powers, discretions and authority relating to the purchase, sale, management, investment, administration, valuation, retention and transposition of that part of the Fund entrusted to the Investment Manager;
- (b) Actuary, who must be a Fellow of the Institute of Actuaries of Australia or a firm or company of Actuaries of which at least one member or director (as the case requires) is such a Fellow;
- (c) Administrator, who has power to carry out some or all of the administration of the Fund;
- (d) Auditor, who is appropriately qualified and is independent according to any criteria specified in the Superannuation Law;
- (e) Custodian, who has powers, discretions and authorities relating to holding the legal title and the custody of title, deeds and any documents of any nature whatsoever or relating to the custody of any part of the assets of the Fund provided that person is not prohibited from acting under the Superannuation Law; and
- (f) any other consultants, officers or attorneys as may be desirable for the proper management and administration of the Fund.

10.2 Removal

The Trustee may remove from office any person or company appointed to any position under this clause 10 and must remove such person or company when so required by the Superannuation Law.

Part 5 - Powers of Trustees

11 Investment powers of Trustees

11.1 Investment strategy

The Trustee must from time to time formulate and give effect to one or more investment strategies having regard to the Fund's circumstances provided that such investment strategies are formulated and effected in accordance with the Superannuation Law.

11.2 Power of investment

Subject to the Superannuation Law, the Fund's investment strategy and to clause 11.3, the Trustee has power, at the Trustee's absolute discretion, to invest the whole or any part of the Fund's assets, as if the Trustee was the absolute owner and beneficially entitled to those assets, in investments with full power to vary, replace or otherwise deal with any investments as fully and effectively as a person absolutely and beneficially entitled to dealing with their own property, including:

- (a) in the acquisition by original subscription, purchase or otherwise of debentures, debenture stock (whether secured or unsecured), secured or unsecured notes or other loan instruments of any corporation wherever situated or incorporated and payable or repayable in any currency and whether bearing interest or not;
- (b) in the acquisition by original subscription, purchase or otherwise of shares or stocks, whether ordinary, preferred, deferred, redeemable or otherwise and whether involving liabilities or not, of any corporation wherever situated or incorporated and expressed in any currency;
- (c) in the purchase of, or at interest on the security of, shares, stocks, funds, securities, land or other investment or property of any nature and wherever situated (other than an investment of a wasting or speculative nature) and whether income producing or not, whether fully or partly paid up and whether involving liabilities or not, or in loans on personal credit, with or without security, as the Trustee, in the Trustee's absolute discretion, thinks fit and to the intent that the Trustee has the same power in all respects;
- (d) in the acquisition by original subscription, purchase or otherwise of interests or rights, whether partly paid or not and whether involving liabilities or not, in corporations not having a share capital wherever situated or incorporated;
- (e) in the acquisition by original subscription, purchase or otherwise of securities of any country, state or territory for any period;
- (f) in the acquisition by original subscription, purchase or otherwise of securities of any statutory or municipal body, wherever situated and for any period;
- (g) in the acquisition by original agreement, purchase or otherwise of options and rights to take up shares or stock, whether ordinary, preferred, deferred, redeemable or otherwise, whether partly or fully paid and whether involving liabilities or not, of any corporation wherever situated or incorporated or to take up interests or rights, whether involving liabilities or not, in corporations not having a share capital wherever situated or incorporated;
- (h) in the acquisition by original subscription, purchase or otherwise of units or sub-units of any unit trust;

- (i) in the acquisition of any digital currency or digital asset;
- (j) in the acquisition by any means of land or interest in land of any tenure, improved or unimproved and wherever situated;
- (k) on loan to any person or deposit with any person, wherever situated, with or without security and for any period whatsoever;
- (l) on deposit with any Authorised Deposit Taking Institution for any period;
- (m) in erection of buildings or structures or the making of improvements on land with any tenure, whether improved or unimproved and wherever situated;
- (n) on any Policy or Annuity with an Insurer and any choses in action, interest for life or any lesser term or any reversion or otherwise arising and whether as original Policy holder or by assignment; and
- (o) in any other investments which the Trustee considers appropriate and which satisfy the Superannuation Law.

11.3 Power to hold investment in different names

Any investment may be held in the names that the Trustee determines from time to time including the name of a nominee (whether individual or corporation).

11.4 Disclosure of Trustee's interest in investment

The Trustee and any Director must disclose details of any interest in any investment in the manner prescribed by the Corporations Act and the Superannuation Law whenever they have a direct or indirect interest in the investment or may benefit directly or indirectly from it.

11.5 Specific investments

Subject to clauses 11.1 and 11.2, the Trustee may, with or without the consent of a Member or Beneficiary, make separate investments as the Trustee determines in respect of certain Members or Beneficiaries or certain classes of Members or Beneficiaries of the Fund or in respect of different classes for certain Members or Beneficiaries.

12 Trustee powers generally

12.1 General powers

Subject always to the Superannuation Law and without prejudice to the powers vested in the Trustee by this deed or otherwise, the Trustee has the following powers that may be exercised or not in the Trustee's absolute discretion:

- (a) to institute, conduct, defend, compound or abandon any legal proceedings by or against the Fund or the Trustee or otherwise concerning the affairs of the Fund and also to compound and allow time for payment or satisfaction of any debts due or of any claims or demands by or against the Fund;
- (b) to commence, carry on and defend legal proceedings in order to recover damages against any person arising out of any loss suffered by any Member or former Member or Beneficiary as a result of any negligence, default, remission, breach of duty or breach of the terms of this deed;
- (c) to carry on a business;

- (d) to refer any claims or demands by or against the Fund to arbitration and to observe and perform any awards arising from that arbitration;
- (e) to make and give receipts, releases and other discharges for money payable to the Fund and for the claims and demands of the Fund;
- (f) to open bank accounts (or accounts with non-bank financial institutions (NBFIs)) and to retain on current or deposit account at any bank (or NBFIs) any money that it considers proper and to make procedures for the operation of such bank accounts including the signing and endorsing of cheques;
- (g) to enter into a leasing arrangement with any person, including:
 - (i) a finance lease;
 - (ii) an operating lease; or
 - (iii) a hire purchase agreement;
- (h) to determine who is entitled to sign receipts, acceptances, endorsements, release, contracts and documents on the Fund's behalf;
- (i) to pay Benefits out of the Fund to a Member or a Dependant;
- (j) to decide who are Dependents for the purposes of this deed;
- (k) in case of the mental or physical ill health or incapacity of any person entitled to Benefits, to pay or apply all Benefits or any part of those Benefits to, or for the benefit of, that person and the Dependents of that person without being responsible for seeing to the application of payments under this clause 12.1(k) or payments made in the exercise of any other power vested in the Trustee by this deed;
- (l) to indemnify, give any guarantee or to undertake to indemnify or give any guarantee to any person, company, government or institution in respect of any claims, matters or things relating to the Fund or to the rights of Members, former Members or Beneficiaries in respect of the Fund provided that an indemnity or guarantee may only be provided to the extent that it is not limited by or contrary to the Superannuation Law;
- (m) to pay and advance out of the Fund all costs, expenses and outgoings (including Tax) of, and incidental to, the management and administration of the Fund;
- (n) to pay and advance out of the Fund the professional fees (if any) in respect of the provision of its services as Trustee of the Fund;
- (o) to take and act on the opinion of any legal practitioner, whether in relation to the interpretation of this deed or any other document or statute or as to the administration of the trusts declared under this deed, without being liable to any Member or his or her Dependents in respect of any act done by in accordance with that opinion;
- (p) to insure and keep insured as it thinks fit any liability of the Trustee (or, where the Trustee is a Constitutional Corporation, any of its Directors or officers) or the liability of the Fund to indemnify and reimburse the Trustee (or, where the Trustee is a Constitutional Corporation, any of its Directors or officers);
- (q) to insure or re-insure any risk, contingencies or liabilities of the Fund with any Insurer, mortgage insurance company or re-insurance company;

- (r) to provide a full or partial release to any person in respect of matters that have arisen or may arise in respect of the Fund;
- (s) to purchase an Annuity from an Insurer in order to provide all or a part of the Pension payable in respect of a Member and any such Annuity will be in the name of the Trustee or, if the Trustee determines, in the name of the Member or former Member;
- (t) to enter into any agreement or provide any notice or make any election or undertake any other action whether revocable or irrevocable which would or may have the effect of committing the Trustee to conduct the Fund at all times as a Complying Superannuation Fund;
- (u) to seek modifications of or exemptions from the application of the Superannuation Law to the Fund;
- (v) to accept Contributions and any Shortfall Component from any person authorised to make Contributions or pay the Shortfall Component in accordance with the Superannuation Law;
- (w) to borrow from any person, company, trust, government or institution on terms satisfactory to the Trustee and to the extent that it is not limited by or contrary to the Superannuation Law;
- (x) to give a charge over, or in relation to, an asset of the Fund on terms satisfactory to the Trustee and to the extent that it is not limited by or contrary to the Superannuation Law; and
- (y) to draw down any bill of exchange, promissory note or other negotiable instrument on terms satisfactory to the Trustee and to the extent that it is not limited by or contrary to the Superannuation Law.

12.2 Discretion of Trustee

Subject to any exceptions in the Superannuation Law and despite any other provision in this deed, no discretion under the rules of this Fund can be exercised by a person other than the Trustee, unless the Fund is a Self Managed Superannuation Fund.

12.3 Power of delegation

The Trustee may delegate to any person, or where there is more than one Trustee, to any one or more of the Trustees, any of the powers, duties and discretions conferred on the Trustee under this deed on such terms and conditions as the Trustee determines and the Trustee may vary, limit or revoke any such delegation provided that any such delegation must only be undertaken in accordance with the Superannuation Law.

12.4 Trustee's Powers and Compliance with the Superannuation Law

In relation to the Trustee's exercise of its powers, discretions and obligations under this deed, the Trustee:

- (a) may do anything that it is permitted to do or not restricted from doing under the Superannuation Law;
- (b) must do everything that it is required to do to comply with the Superannuation Law or with any direction by a Statutory Authority in relation to the Fund; and

must refrain from doing anything that would result in a breach of the Superannuation Law by the Trustee or the Fund.

13 Liability and indemnification of Trustee

13.1 Liability

The Trustee (and when the Trustee is a Constitutional Corporation, its Directors or officers) is not liable for:

- (a) any act, omission or mistake in connection with the exercise of its powers, duties or discretions vested by this deed or with the proper performance of its duties under this deed;
- (b) any losses or expenses incurred by the Fund due to the insufficiency or deficiency of any security in or upon which any of the money of the Fund is invested;
- (c) any loss or damage arising from the bankruptcy, insolvency or tortious acts of any person with whom any moneys or securities are deposited;
- (d) any loss suffered as a result of relying on any professional advice or assistance; or
- (e) any other loss, damage or misfortune whatever,

except where the Trustee or other relevant person fails to act honestly or intentionally or recklessly fails to exercise the degree of care and diligence that the Trustee or other relevant person is required to exercise, or incurs a monetary penalty in respect of an administrative penalty or a civil penalty order under the Superannuation Law.

13.2 Indemnity

- (a) Subject to clause 13.2(b), the Trustee (and when the Trustee is a Constitutional Corporation, its Directors or officers) is indemnified and has, subject to the Superannuation Law, a lien on the Fund for its indemnity against all liabilities incurred by the Trustee or other relevant person through any act, omission or mistake in connection with the exercise of the powers, duties and discretions vested in them under this deed or in the proper performance of their duties under this Deed.
- (b) Where the Trustee or other relevant person fails to act honestly or intentionally or recklessly fails to exercise the degree of care and diligence that the Trustee or other relevant person is required to exercise, or incurs a monetary penalty in respect of an administrative penalty or a civil order under the Superannuation Law, the indemnity in clause 13.2(a) does not apply.

13.3 Limitation of liability clause

This clause 13 only operates to exempt a person from liability and provide an indemnity to the extent that the exemption from liability or provision of indemnity would not be limited by or inoperative under the Superannuation Law.

Part 6 - Accounts of the Fund

14 Trustee to open Accounts

The Trustee has the power to open and operate the Accounts.

15 Accumulation Account

15.1 Establishment

The Trustee must establish an Accumulation Account in respect of each Member or Beneficiary.

15.2 Amounts to be credited

The Trustee may (or must) credit all amounts that are permitted (or required) by this deed and the Superannuation Law to be credited to the Accumulation Account, including:

- (a) Contributions;
- (b) the portion of the Earnings (if positive) that the Trustee determines in accordance with clause 17.4;
- (c) amounts received by transfer from Approved Benefit Arrangements;
- (d) proceeds of any Policy or Annuity attributable to the Member;
- (e) any Financial Assistance received by the Fund that is attributable to the Member;
- (f) any amounts transferred or Allotted from other Accounts;
- (g) any Levy or Shortfall Component paid in respect of the Member; and
- (h) any other amounts as the Trustee determines and that are permitted by the Superannuation Law.

15.3 Amounts to be debited

The Trustee may (or must) debit all amounts that are permitted (or required) by this deed and the Superannuation Law to be debited to the Accumulation Account, including:

- (a) Benefits paid to Members or Beneficiaries;
- (b) the portion of the Earnings (if negative) that the Trustee determines in accordance with clause 17.4;
- (c) amounts transferred to Approved Benefit Arrangements;
- (d) any Tax calculated in accordance with clause 24 attributable to the Member for whom the Accounts or Account has been established;
- (e) any amounts transferred or Allotted to other Accounts;
- (f) any costs or expenses attributable to the Member including the cost of any Policies effected by the Trustee in respect of the Member; and

- (g) any other amounts as the Trustee determines and are permitted by the Superannuation Law.
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16 Pension Account

16.1 Establishment

Where the Trustee determines to pay all or any of the Benefits to the Member as a Pension, the Trustee must establish a Pension Account in respect of the Member.

16.2 Amounts to be transferred

The Trustee must transfer to the Pension Account assets of the Fund or amounts as are determined in accordance with this deed which the Trustee believes are necessary in order to provide the Member's Benefit as a Pension.

16.3 Amounts to be credited

The Trustee may credit to the Pension Account the portion of the Earnings (if positive) as the Trustee determines in accordance with clause 17.4, and any other amounts as the Trustee determines and that are permitted by the Superannuation Law.

16.4 Amounts to be debited

The Trustee may debit all amounts that are required or permitted by this deed and the Superannuation Law to be debited to the Pension Account, including:

- (a) Benefits to be debited to the Pension Account paid to Members or Beneficiaries;
 - (b) the portion of the Earnings (if negative) that the Trustee determines in accordance with clause 17.4; and
 - (c) any other amounts as the Trustee determines and that are permitted by the Superannuation Law.
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17 Income Account

17.1 Establishment

The Trustee must establish an Income Account for the Fund.

17.2 Amounts to be credited

The Trustee must credit the Income Account with amounts that are required by this deed and the Superannuation Law, including the Earnings (if positive) determined in accordance with clause 17.4 and any proceeds from Policies or Financial Assistance not credited to any other Account.

17.3 Amounts to be debited

The Trustee must debit the Income Account with all amounts that are required by this Deed and the Superannuation Law including:

- (a) any amounts required under clause 21(b);
- (b) any losses on sale of investments;

- (c) any Tax or Levy not attributed to a Member Account; and
- (d) the cost of any Policy not credited to a Member Account.

17.4 Trustee to determine Earnings and Fund Earning Rate

At the end of each Fund Year or at any other time as the Trustee considers it appropriate or as the Superannuation Law requires, the Trustee must determine:

- (a) the Earnings of the Fund in respect of the period since the previous determination;
and
- (b) the Fund Earning Rate.

17.5 Distribution of Earnings

Subject to clauses 18 and 20 and the Superannuation Law, the Fund Earning Rate determined under clause 17.4 must be used to determine, at the Trustee's discretion, the proportion of the Earnings to be credited or debited from the Income Account to other Accounts, including Member Accounts, Pension Accounts or Reserve Accounts.

17.6 Trustee to notify Members

The Trustee must notify the Members of the basis of the calculation of the Fund Earning Rate when required to do so by the Statutory Authority or the Superannuation Law.

18 Fluctuation Account

18.1 Establishment

The Trustee may establish a Fluctuation Account.

18.2 Transfers to Fluctuation Account

The Trustee must transfer any amount remaining in the Income Account after distribution of Earnings under clause 17.5 to the credit of the Fluctuation Account.

18.3 Separation of Account moneys

Amounts credited to the Fluctuation Account do not form part of any Member Account and any income earned by the Fund on the moneys held in the Fluctuation Account must be credited to the Fluctuation Account.

18.4 Use of Fluctuation Account

Subject to the Superannuation Law, the Fluctuation Account may be used:

- (a) as part of a reserving strategy to stabilise investment earnings;
- (b) to supplement the Fund Earning Rate;
- (c) to pay any Tax; and
- (d) to provide for any contingencies the Trustee decides to provide for.

18.5 Adjustment of Member Account

The Trustee may make, in its discretion and in accordance with the Superannuation Law, adjustments to the credit of a Member Account to reflect the Fund Earning Rate applying at the date of payment.

19 Reserve Accounts

Subject to the Superannuation Law, the Trustee may establish and maintain one or more Reserve Accounts and operate Reserve Accounts for any purpose that it may specify from time to time, including for the purpose of separating:

- (a) assets funding a Pension from assets that are needed for solvency reasons as instructed by an Actuary or as otherwise determined by the Trustee;
- (b) assets funding a Pension into various classes to comply with the rules of the relevant Pension or to obtain favourable taxation treatment; or
- (c) some assets of the Fund from other assets to establish any other type of reserve account permitted by the Superannuation Law.

20 Specific investments

20.1 Recording of specific investments

Where the Trustee invests separately in respect of certain Members or Beneficiaries in accordance with clause 11.5, the Trustee must record on whose behalf the specific investments are made for the purposes of determining allocations to the Member Account.

20.2 Allocation of Earnings and costs for specific investments

The Member Account of the relevant Member or Beneficiary must be:

- (a) credited with any income and profit; and
- (b) debited with any costs, charges or Tax

in proportions applicable to any specific investment made under clause 20.1, in accordance with the Superannuation Law.

21 Valuation of Fund

At the end of each Fund Year or at such other time as the Trustee considers it appropriate or as the Superannuation Law requires, the Trustee must:

- (a) make a valuation of all of the assets of the Fund (including the value of any Policy held by the Fund);
- (b) transfer any surplus or deficiency in the valuation of assets, other than specific investments in accordance with clause 20.1, to the Income Account; and
- (c) ensure that the records and Accounts of the Fund reflect the valuation of each asset.

Part 7 - Record Keeping

22 Records, Reports and Audit

22.1 Trustee obligations

The Trustee must:

- (a) keep accounts and issue receipts in respect of all money and any other assets received into and disbursed from the Fund and of all dealings in connection with that money or assets;
- (b) collect and promptly pay all money due to or received on behalf of the Fund to the credit of an account in the name of the Fund kept with a bank, building society, or other financial institution or into a trust account of a solicitor, accountant, investment manager or administration manager;
- (c) pay all premiums to Insurers that are required to maintain any Policies or Annuities;
- (d) keep and retain in safe custody all records, books, accounts, minutes, reports and other documentation for the period that the Superannuation Law requires;
- (e) prepare and lodge all documents that the Superannuation Law requires to be lodged;
- (f) ensure the Fund is audited at the end of each Fund Year or at such other time as is required by the Superannuation Law and ensure that the Auditor provides all certificates that are required by the Statutory Authority in accordance with the Superannuation Law;
- (g) once in each Fund Year, report on the affairs of the Fund to the Member in any form that the Superannuation Law requires;
- (h) produce any books or information relating to the Fund and make suitable arrangements for access to premises where the books or information are kept for the purposes of inspection in accordance with the Superannuation Law; and
- (i) record against a Member's Benefit or Benefit Entitlement, a Payment Flag that has been validly served on the Trustee in accordance with the Superannuation Law until the time when it is validly lifted.

22.2 Provision of information

The Trustee must provide any information or documentation required by the Superannuation Law to:

- (a) Employers;
- (b) the Statutory Authority;
- (c) the Actuary;
- (d) the Auditor;
- (e) Members; and
- (f) any other persons specified in the Superannuation Law.

22.3 Information and documents for Tribunal

The Trustee must do all things necessary to comply with its obligations to the Tribunal under the *Superannuation (Resolution of Complaints) Act 1993 (Cth)*.

22.4 Directions of Statutory Authority

The Trustee must comply with any direction or requirement of the Statutory Authority or Tribunal in relation to the Fund including:

- (a) the acceptance of Contributions into the Fund;
- (b) the disposal of assets of the Fund;
- (c) the appointment of an investigator to the Fund; and
- (d) the conduct of an investigation into the Fund.

Part 8 - General matters

23 Policies of insurance

23.1 Member Policies

The Trustee may, in its absolute discretion, effect Policies with an Insurer and may secure the Benefit of a Member by means of an individual Policy or Policies or a group Policy or Policies or partly in one and partly in another.

23.2 Member may request a specific Policy

Where a Member requests in writing the Trustee to effect a Policy of a specified type in respect of the Member, the Trustee must effect that Policy, except if it is of the opinion that the Policy is not in the best interests of the Member or the Dependants of the Member and provided that the Member has not in writing withdrawn, cancelled or altered the Member's original request.

23.3 Trustee to effect Policy if required

If the Trustee has informed a Member that a Policy of a specified type will be effected in respect of a Member, the Trustee must effect the Policy except if the Member has requested the Trustee in writing not to effect that Policy.

23.4 Premiums

Any premiums for a Policy effected may, if the Trustee considers it appropriate and is otherwise permitted by the Superannuation Law, be debited to an Insured Member's Accumulation Account, a Pension Account or a Reserve Account.

23.5 Limitation on liability of Trustee

Where a Trustee is not required to exercise the power to effect a Policy or Policies, the Trustee is not responsible or liable to a Member, a Member's Legal Personal Representative or Dependand if the Trustee determines not to exercise the power to effect that Policy or those Policies.

24 Payment of Tax and Levies

24.1 Deduction of Tax on Benefit

The Trustee must deduct from any Benefit payable to any Member or Beneficiary under this deed any Tax required to be deducted from it.

24.2 Tax on Contributions and Shortfall Components

The Trustee or any other appropriate organisation (with the agreement of the Trustee) may deduct any Tax payable in relation to a Contribution or Shortfall Component prior to the Contribution or Shortfall Component being credited to the Accumulation Account of the Member.

Part 9 - Membership of the Fund

25 Membership

25.1 Eligibility for Membership

- (a) The Trustee may admit any person who applies for membership in the Fund provided that his or her admission would not cause the Fund to breach the Superannuation Law.
- (b) If the Trustee accepts a person's application for Membership, the person will become a Member from the date and on the terms and conditions as the Trustee may, in its absolute discretion, determine.

25.2 Application for Membership

Each application for Membership is to be made by the relevant applicant in any form as the Trustee may from time to time approve.

25.3 Admission to Membership without application

The Trustee may, subject to Superannuation Law, admit a person as a Member even though he or she has not applied for membership in accordance with clauses 25.1 and 25.2.

25.4 Members and Beneficiaries to provide information

Each applicant for Membership and any Beneficiary must whenever requested by the Trustee supply all information that the Trustee deems necessary for the purposes of any investigations in connection with the Fund.

25.5 Trustee may amend or alter Benefits

Where the Trustee is or becomes aware that the information provided under clause 25.4 is incorrect or misleading or that any relevant information has been deliberately withheld, the Trustee may, in its absolute discretion, alter or amend the Benefits to amounts which would have been determined had full and accurate information been supplied.

25.6 Member bound by deed

Each Member is deemed to have consented to be bound by the provisions of this deed by virtue of his or her application for Membership.

25.7 Member to be medically examined

For the purposes of effecting, increasing or otherwise varying any Policy or Annuity, the Trustee may require a Member, or any person who has applied to become a Member, to take any steps that are required for those purposes to the satisfaction of the Insurer, including:

- (a) being medically examined;
- (b) submitting other evidence of health; or
- (c) providing proof of age.

25.8 Refusal to be medically examined

If any Member or person who has applied to become a Member refuses or omits to:

- (a) take any step reasonably required under clause 25.7;
- (b) do anything which would or might prejudice the relevant Policy or Annuity; or
- (c) do anything which would or might result in some or all of the relevant Policy money not becoming payable,

the Trustee may adjust the Benefit to be provided by the Fund for and in respect of that Member or person as the Trustee considers appropriate.

26 Membership notification requirements

26.1 Product Disclosure Statements

The Trustee must give to all new Members a Disclosure Document containing information and details relating to the Fund that are required by the Superannuation Law.

26.2 Disclosure and reporting requirements

The Trustee must provide annually to Members, former Members and Beneficiaries, all information in writing and copies of accounts, records and documents of the Fund that are required by the Superannuation Law.

26.3 Former Member notices

- (a) The Trustee must give to former Members or their Legal Personal Representatives a written statement containing all information and details relating to the Benefits of the former Members that the Superannuation Law requires to be provided.
- (b) No Member or Dependent of a Member is entitled to obtain information or details on the operation of the Fund or on any matter which may relate to the conduct of the Fund which, in the opinion of the Trustee, would be inappropriate to disclose other than as provided for in this clause 26.

26.4 Inspection of deed and other Documents

- (a) A copy of this deed or any other documents required by the Superannuation Law to be made available for inspection must be made available for inspection by any Member or Beneficiary on the request of that Member or Beneficiary.
- (b) Unless otherwise required by the Superannuation Law, it is sufficient for this clause 26.4 to make a copy of this deed or other documents available to the Member or Beneficiary for inspection at the office of the Trustee or at the place of business of an Individual Trustee during hours when that office or business is open.

26.5 Meetings and Members

The Trustee must notify the Members from time to time of the manner, time and place in which meetings of the Members of the Fund held in accordance with the provisions of the Superannuation Law and for the purposes of this deed are to be called and conducted.

27 Ceasing to be a Member

A Member ceases to be a Member of the Fund on the first of the following to occur:

- (a) the Trustee determines that the Member has been paid all of his or her Benefit from the Fund;
- (b) where the Member dies, the Trustee determines that the deceased Member's Benefit has been paid to the deceased Member's dependants or Legal Personal Representative;
- (c) the Trustee determines that the Member's continued membership would cause the Fund to cease complying with the Superannuation Law; or
- (d) the Trustee determines, on reasonable grounds, that the Member should cease to be a Member.

Part 10 - Contributions to the Fund

28 Contributions to the Fund

28.1 Eligibility to make Contributions

Subject to the consent of the Trustee and the provisions of clause 29, Contributions to the Fund may be made by a Member, an Employer or any other Permitted Entity.

28.2 Amount of Contributions

Subject to the provisions of clause 29 and the Superannuation Law, the Trustee may accept amounts by way of Contributions that are:

- (a) determined from time to time by each contributor; or
- (b) deemed or permitted to be made under the Superannuation Law.

28.3 Superannuation Guarantee legislation

Where the Trustee accepts Contributions in accordance with the Guarantee Act, the Trustee must provide all certificates, reports and other information that the Guarantee Act requires to be provided.

29 General provisions concerning Contributions

29.1 Form of Contribution

A Contribution made under this Part 10 may be made either in cash or by transfer of an asset or assets provided that the assets transferred are authorised investments and are transferred on the terms and conditions provided under the Superannuation Law and the acquisition of the assets is not prohibited by the Superannuation Law.

29.2 Obligations to contribute

- (a) Subject to the requirements of the Superannuation Law and in the absence of any agreement to the contrary, no Member, Employer or Permitted Entity is under any obligation to make a Contribution to the Fund in respect of any Fund Year.
- (b) Subject to the Superannuation Law, a Member may remain a Member of the Fund even if no Contributions are made in respect of that Member for any Fund Year.

29.3 Limitation on commencing Contributions

The Trustee must not accept Contributions to the Fund by or in respect of a Member if acceptance of the Contribution would contravene the Superannuation Law or this deed.

29.4 Limit on Contributions

The Trustee must not accept any Contributions or Shortfall Component if:

- (a) the Contributions are not otherwise authorised to be made, or are in excess of the amount of Contributions that can be made, on the Member's behalf by the Superannuation Law;

- (b) acceptance of the Contribution or Shortfall Component would prevent the Fund from qualifying as a Complying Superannuation Fund; or
- (c) the Statutory Authority directs the Trustee not to accept any Contributions or any Shortfall Component in accordance with the Superannuation Law.

29.5 Ineligible Contributions

If any Contribution or Shortfall Component is accepted by the Fund in breach of the provisions of this Part 10, the Trustee must refund such Contribution or Shortfall Component as required by the Superannuation Law, less any:

- (a) Tax payable, or amounts which the Member has validly authorised the Trustee to pay, to the Statutory Authority;
- (b) charges which an Insurer may have made in respect of any extra cover which it has provided in relation to those Contribution or Shortfall Components; and
- (c) reasonable administration charges,

and the Trustee must debit the Member's Account accordingly.

29.6 Contributions Splitting

- (a) This clause 29.6 does not apply to a Benefit:
 - (i) that is subject to a Payment Split; or
 - (ii) on which a Payment Flag is operating.
- (b) Subject to the Superannuation Law, an Applicant may, in a Financial Year, apply to the Trustee in writing in such form (if any) as the Trustee may require to roll over, transfer out of the Fund or Allot an amount of the Applicant's Benefits, for the benefit of the Spouse of the Applicant, that is equal to an amount of the Splittable Contributions made by, for, or on behalf of the Applicant in:
 - (i) the previous Financial Year; or
 - (ii) the Financial Year in which the application is made provided that the entire Benefit of the Applicant is to be rolled over or transferred in that Financial Year.
- (c) Subject to the SIS Regulations, an application under clause 29.6(b) is invalid:
 - (i) if in the Financial Year in which it is made:
 - (A) the Applicant has already made an application in respect of the relevant Financial Year; and
 - (B) the Trustee is:
 - (1) considering the application; or
 - (2) has given effect to the application; or
 - (ii) if the amount of any Benefits that the application relates to exceeds the Maximum Splittable Amount; or
 - (iii) subject to clause 29.6(d), if the Spouse of the Applicant is aged:

- (A) 65 years or more; or
 - (B) between the relevant Preservation Age and 65 years and satisfies item 101 in schedule 1 of the SIS Regulations.
- (d) Despite clause 29.6(c)(iii), an application is not invalid under that clause if the application includes a statement by the Applicant's Spouse that the Spouse is aged:
 - (i) between the relevant Preservation Age and 65 years, and does not satisfy item 101 in schedule 1 of the SIS Regulations; or
 - (ii) less than the relevant Preservation Age.
- (e) The Applicant must specify, in the application, the amount from his or her:
 - (i) Taxed Splittable Contributions;
 - (ii) Untaxed Splittable Contributions; or
 - (iii) both,

that the Applicant seeks to split for the benefit of his or her Spouse.
- (f) The Trustee may at its discretion accept an application made under clause 29.6(a) if:
 - (i) the application complies with clauses 29.6(a) to 29.6(e); and
 - (ii) the Trustee has no reason to believe that the statement referred to in clause 29.6(d) is untrue; and
 - (iii) the amount that the application relates to does not exceed the Maximum Splittable Amount for the relevant Financial Year.
- (g) Where the Trustee accepts an application under this clause 29.6, the Trustee must as soon as practicable, and in any case within 90 days after receiving the application, roll over or transfer to an Approved Benefit Arrangement or Allot the amount of the Splittable Contribution that is the subject of the application for the benefit of the Applicant's Spouse.
- (h) Before the Trustee Allots any amount under clause 29.6(g) for the benefit of the Spouse:
 - (i) the Trustee must ensure that the requirements of clause 9.2 are satisfied where the Fund is a Self Managed Superannuation Fund; and
 - (ii) either, the Spouse must:
 - (A) be a Member; or
 - (B) apply to become and be accepted as a Member.
- (i) Subject to the Superannuation Law, if an Applicant requests a split of:
 - (i) his or her Untaxed Splittable Contributions, the Trustee can only give effect to the application where the amount specified in the application is less than or equal to the Non Concessional Contributions that would form part of any Superannuation Lump Sum that would be payable if the Applicant withdrew his or her entire Benefits on or before 5 April 2007; or
 - (ii) his or her Taxed Splittable Contributions, the Trustee can only give effect to the application where the amount specified in the application is less than or equal to the Concessional Contributions that may be split under the Superannuation Law that would form part of any Superannuation Lump Sum

that would be payable if the Applicant withdrew his or her entire Benefits at the time the Trustee gave effect to the application.

29.7 Fund capped Contributions

- (a) Despite any other provision of this deed, the Trustee, having made all reasonable inquiries, must not accept any Contributions in a financial year in respect of a Member (excluding Employer Contributions required under Superannuation Law) that would cause the Member to exceed his or her Contributions Caps.
- (b) If a Trustee receives an amount to which clause 29.7(a) applies, the Trustee must return the amount to the person that paid the amount within 30 days of becoming aware that the amount is an amount to which clause 29.7(a) applies, unless a valid notice under section 290-170 of the Taxation Act is received by the Trustee within 30 days of that amount being received by the Trustee.
- (c) Any increase or decrease in the value of the amount to be returned by the Trustee under clause 29.7(b) as determined in the Trustee's sole discretion may be taken into account by the Trustee in determining the amount that must be returned.

30 Transfers from and to Approved Benefit Arrangements

30.1 Transfers from Approved Benefit Arrangements

Subject to clause 30.2, the Trustee may make any arrangements as it thinks fit with any Member or the trustee of any Approved Benefit Arrangement to transfer any assets to the Fund and may also make arrangements about any other matter which is incidental to, or consequent on, the admission of that Member to the Membership of the Fund.

30.2 Payment of Benefits deferred

If the Approved Benefit Arrangement from which assets are to be transferred is one in which the payment of Benefits is required by Superannuation Law to be deferred until the attainment of a particular age or until the occurrence of a specified event, then the Member is not entitled to receive from the Fund any part of the Benefits that is attributable to those assets at a date earlier than the date on which that Member would have been entitled to receive those Benefits from the transferring Approved Benefit Arrangement.

30.3 Transfers to Approved Benefit Arrangements

The Trustee may:

- (a) if requested by the Member, in lieu of part or all of any other Benefit that the Member may be entitled to under this deed, transfer to the trustee of another Approved Benefit Arrangement a portion of the assets of the Fund that the Trustee, in its discretion, determines does not exceed the amount that the Trustee considers equivalent in value to the Benefit being provided to the Member to the extent that it has accrued;
- (b) transfer a Benefit which has become payable to a Member to an Approved Benefit Arrangement selected by the Trustee where a Member has not provided instructions to the Trustee on the payment or transfer of the Benefit within a reasonable period of the Benefit first becoming payable;
- (c) transfer some or all of any amount which is the subject of an application by a Member under clause 29.6 that has been accepted by the Trustee to the trustee of an Approved Benefit Arrangement; and

- (d) transfer any other asset or amount in the Fund that it approves, including any reserves, surplus or unallocated amounts in the Fund, to another account or reserve in the Fund or to another Approved Benefit Arrangement.

30.4 Roll overs

The Trustee may, on receiving a written election or application from a Member to:

- (a) pay all or any of the Benefit of that Member in the Fund to any Approved Benefit Arrangement or back into the Fund in a manner permitted by the Superannuation Law;
- (b) roll over an amount which is the subject of an application by a Member under clause 29.6 that has been accepted by the Trustee to the trustee of an Approved Benefit Arrangement; or
- (c) retain or apply all or any of the Benefit of that Member within the Fund in a manner permitted by the Superannuation Law,

pay, apply or retain the Benefit in accordance with that election or application.

30.5 Trustee to protect Preservation on roll over

Where a Member or former Member has a Preserved Payment Benefit in the Fund which forms part of the amount transferred or rolled over to an Approved Benefit Arrangement, the Trustee must ensure that the governing rules of the Approved Benefit Arrangement provide for the amount of the Preserved Payment Benefit to be preserved and vested in accordance with the Superannuation Law.

Part 11 - Benefits

31 Types of Benefits

31.1 Benefit Entitlement

Where a Member becomes entitled to a Benefit in accordance with this deed and the Superannuation Law and there are no cashing restrictions that apply to that Benefit under Superannuation Law, the Member may elect in writing to the Trustee to be paid the Benefit in one or more of the forms permitted under the Superannuation Law including:

- (a) one or more lump sums;
- (b) one or more Income Streams; or
- (c) any other form of Benefit permissible under the Superannuation Law,

but an election is not binding on the Trustee.

31.2 Election

Unless the Trustee otherwise agrees, the election provided by the Member for the purposes of clause 31.1 must:

- (a) be in writing;
- (b) state the amount to be paid;
- (c) state the extent to which the amount is to be paid as any one or more types of Benefit permitted to be paid by this deed and the Superannuation Law; and
- (d) be provided to the Trustee before the Benefit commences to be paid to the Member.

31.3 Benefit Entitlement - with cashing restrictions

Subject to the Superannuation Law, where a Member becomes entitled to a Benefit in accordance with clauses 36 or 37, and there are cashing restrictions that apply to that Benefit under the Superannuation Law, the Trustee must pay that Benefit in accordance with the applicable cashing restrictions.

31.4 Transfer of Policy as Benefit

Where a Member or a Beneficiary is entitled to be paid a Benefit and that Benefit includes any interest in a Policy of any kind on the life of the Member or Beneficiary, the Trustee may transfer the relevant Policy to the Member or Beneficiary or to the Dependants.

31.5 Transfer of assets as Benefit

The Trustee may, with the consent of a Member or Beneficiary to whom a Benefit is payable, transfer assets of the Fund of an equivalent value to that Member or Beneficiary in lieu of paying the whole or any part of the amount otherwise payable under the provisions of this deed.

32 Preservation

The Trustee must Preserve amounts of Contributions in respect of Members or Beneficiaries on the terms and conditions that are required by the Superannuation Law.

33 Payment of Unrestricted Non Preserved Amount

Despite any other provisions in this deed which may be construed to the contrary and subject to the Superannuation Law:

- (a) a Member may elect at any time to withdraw the whole or any part of the Unrestricted Non Preserved Amount of that Member by giving notice to the Trustee in the form and manner that the Trustee may determine from time to time; and
- (b) the minimum Unrestricted Non Preserved Amount which may be withdrawn by a Member under clause 33(a) will be determined by the Trustee and notified to Members of the Fund.

34 Payment of additional Benefits

In circumstances where a Member ceases to be a Member of the Fund, the Trustee may determine to pay, in addition to amounts otherwise payable under this deed, any part of the Fluctuation Account, which the Trustee considers equitable, to the Member's Accumulation Account for purposes of payment of a Benefit.

35 Retention of Benefit in Fund

Where a Member or Beneficiary does not require Benefits to be paid immediately, the Trustee may, in its absolute discretion, retain all or any part of any Benefit payable under this Part 11 in the Fund until the Member or Beneficiary entitled to the Benefit requests that the Benefit is paid to that Member or Beneficiary or until they are required to be paid under the Superannuation Law or this deed.

36 Compulsory payment of Benefits

The Trustee must pay a Member's Benefits as soon as practicable after:

- (a) the Member dies; or
- (b) payment of the Benefit is required in accordance with the provisions of this Deed or the Superannuation Law.

37 Voluntary payment of Benefits

Subject to the Superannuation Law, a Member may elect to receive a Benefit on or after the occurrence of any of the following events:

- (a) if the Member Retires from Gainful Employment;
- (b) if the Member suffers Permanent Incapacity;
- (c) if the Member suffers Temporary Incapacity;
- (d) if the Member being a temporary resident permanently departs Australia in circumstances described in the SIS Regulations, including regulation 6.20A or 6.20B, and requests in writing the release of his or her Benefits;

- (e) if the Member's Gainful Employment with an employer who had, or any of whose associates had, at any time, contributed to the Fund in relation to the Member is terminated;
- (f) if the Member suffers Severe Financial Hardship;
- (g) if the Member attains age 65;
- (h) the Trustee determines that some or all of the Member's Benefit may be released on Compassionate Grounds;
- (i) if the Member attains Preservation Age;
- (j) if the Member has a Terminal Medical Condition; or
- (k) any other condition of release permitted by the Superannuation Law.

38 Pension Benefit

The following provisions apply to the payment of a Pension:

- (a) where the whole or part of a Member's Benefit is payable in the form of a Pension, the Trustee may, subject to the Superannuation Law, provide a Benefit to the Member as any one or more types of Pension permitted by the Superannuation Law;
- (b) subject to the Superannuation Law, where the whole or part of a Member's Benefit is payable in the form of a Pension, the Trustee must provide that Pension in accordance with the governing rules of the Fund (including this deed), trustee resolutions or any pension agreement;
- (c) all relevant provisions prescribed by the Superannuation Law with which the Fund or the Trustee must comply in respect of a Pension shall apply to the Pension including any condition, standard or requirement of the Superannuation Law which is required to be satisfied in order for the Pension to qualify as a pension (or as a particular type of pension) under the Superannuation Law;
- (d) where an instalment of Pension is payable in respect of a Member and the amount standing to the credit of the Member's relevant Pension Account is less than the instalment payable, the lesser amount must be paid and the Trustee's liability in respect of the payment of the Pension is discharged; and
- (e) despite any other provisions of this clause 38, where a Benefit is payable as a Pension, the Trustee may at its discretion apply an amount representing the capital value of that Benefit in the purchase of an Annuity in its name and may arrange for payments to be made directly to the Member but may assign the Annuity to the Member if requested to do so and if permitted to do so under the Superannuation Law.
- (f) A Pensioner may, at any time whether before or after the commencement of a Pension, nominate a Reversionary Beneficiary to continue receiving the Pension following the death of the Pensioner.
- (g) Despite any other clause of this deed but subject to clause 45(d) and the Superannuation Law, where a Member requests that the Trustee continues to pay a Pension to a Reversionary Beneficiary following the Member's death, the Trustee must act in accordance with the request and the Pension will automatically continue to be paid to the nominated Reversionary Beneficiary following the death of the Member provided the payment is permitted by the Superannuation Law.

39 Reduction of Member's Benefit

39.1 Reduction in Member's Benefit by amounts owed to Employer

Despite any other provision of this deed, the Member's Benefit may, in the Trustee's absolute discretion, be reduced by:

- (a) all amounts, whether actual or contingent, owing by the Member to an Employer or to the Trustee at the time when the Benefit becomes payable or applicable in accordance with this deed or the Superannuation Law;
- (b) the amount of any loss incurred by an Employer in consequence of the Member's proven fraud, dishonesty, misconduct or negligence; or
- (c) the amount of any costs of all proceedings, civil or criminal, incurred by an Employer in attempting to recover any amount owing by the Member to the Employer or in respect of his or her proven fraud, dishonesty, misconduct or negligence,

provided that this clause 39 must not be relied on to reduce the Member's Benefit below the amount required in accordance with the Superannuation Law to be vested in the Member.

39.2 Evidence of amounts owed to Employer

Subject to the Superannuation Law, a written statement signed by an Employer and given to the Trustee that:

- (a) specifies the amount owing by a Member to the Employer or the amounts of any loss or costs incurred by the Employer in respect of the relevant Member; and
- (b) requests that the Member's Benefit is reduced by that amount,

will be sufficient authority to the Trustee to reduce the extent of the Member's Benefit by the specified amount.

39.3 Payment of amounts to Employer

On receipt of a written statement under clause 39.2, the Trustee is entitled to pay to the relevant Employer all amounts actually owing or incurred as specified in the relevant statement and is entitled to retain any amount contingently owing pending the occurrence or non occurrence of the contingency.

40 Statement of Unclaimed Benefits

The Trustee must give to the Statutory Authority a statement of Unclaimed Benefits and must pay any Unclaimed Benefits to the Statutory Authority at the time and in the manner as is required by the Superannuation Law.

41 Limitation on payment

Despite any other provision in this deed, the Trustee must not pay any Benefits to Members, Dependants or Beneficiaries if any such payment would cause the Fund to breach the Superannuation Law.

42 Forfeited Benefits

42.1 Forfeiture

Benefits payable out of the Fund must, subject to the Superannuation Law, be forfeited if:

- (a) without the prior approval of the Trustee, the Member or Beneficiary purports to assign, alienate or charge all or any part of those Benefits; or
- (b) required under the Bankruptcy Act.

42.2 Application of forfeited money

The whole of the Benefits forfeited by a person under clause 42.1 must be applied by the Trustee for the benefit of a Member and his or her Dependants or for any one or more of them as the Trustee, in its absolute discretion, determines.

42.3 Forfeiture Account

The Trustee has power at any time to establish a Forfeiture Account of the Fund and must transfer to the credit of the Forfeiture Account any amounts forfeited pursuant to the reasons above or otherwise forfeited in accordance with this deed or the Bankruptcy Act.

42.4 Treatment of money in Forfeiture Account

While any money is held in the Forfeiture Account, that money does not form part of any other Account and any income derived by the Fund in respect of money held in the Forfeiture Account must be credited to the Forfeiture Account.

42.5 Unclaimed Benefits Account

The Trustee is, subject to the Superannuation Law, entitled to treat as unclaimed and to forfeit and transfer to the Unclaimed Benefits Account, any money in the Fund standing to the credit of any Member whose whereabouts are unknown to the Trustee and if, after making such enquiries as the Trustee deems appropriate, the Trustee is unable to positively trace any person entitled to the benefit of that money.

43 Death Benefit Nominations

43.1 Non Binding Death Benefit Nomination

A Member may at any time make a Non Binding Death Benefit Nomination designating one or more Dependants or Legal Personal Representatives as a Nominated Beneficiary of any Benefit payable by the Trustee on or following the death of the Member, provided that:

- (a) a Member wishing to designate a Nominated Beneficiary may do so by providing a written notice to the Trustee in any form as approved by the Trustee from time to time; and
- (b) subject to the Superannuation Law, a Non Binding Death Benefit Nomination is not binding on the Trustee.

43.2 Binding Death Benefit Nomination

- (a) A Member wishing to make a Binding Death Benefit Nomination must make that Binding Death Benefit Nomination in a form that:

- (i) is in writing and states that the document is a Binding Death Benefit Nomination;
 - (ii) is signed and dated by the Member in the presence of two witnesses, each of who is:
 - (A) a person who has turned 18 years; and
 - (B) not a person mentioned in the notice; and
 - (iii) contains a declaration signed and dated by the two witnesses stating that the Binding Death Benefit Nomination was signed by the Member in their presence.
- (b) A Member may nominate in a Binding Death Benefit Nomination :
- (i) the person or persons to whom their Benefit must be paid so long as that person or each of those persons are a Legal Personal Representative or Dependant of the Member;
 - (ii) the proportions in which the Benefit will be paid to that person or each of those persons; and
 - (iii) the manner in which those benefits must be paid to the person or each of those persons.
- (c) A Binding Death Benefit Nomination may be confirmed, amended or revoked at any time by the Member and will otherwise be effective until revoked.
- (d) A Binding Death Benefit Nomination may be revoked by making a later valid Binding Death Benefit Nomination or by otherwise revoking it by notice in writing given to the Trustee.

44 Payment of death benefits

44.1 Application

This clause 44 applies to a Member's Benefit that is payable under clause 36(a) on or following the death of a Member.

44.2 Payment if Non Binding Death Benefit Nomination

Subject to clauses 44.3 and 38(g) and the Superannuation Law, on or following the death of a Member, if that Member had made one or more Non Binding Death Benefit Nomination, any Benefit payable in respect of that Member may be paid or applied in accordance with clause 44.6 to:

- (a) one or more of the Nominated Beneficiaries (if any) designated in the most recent Non Binding Death Benefit Nomination made by that Member;
- (b) other Dependants of that Member and in such proportions as the Trustee, in its absolute discretion, determines; or
- (c) one or more of the Legal Personal Representatives of that Member.

44.3 Payment if Binding Death Benefit Nomination

Subject to clauses 45 and 38(g), if a Member made a valid Binding Death Benefit Nomination, any Benefit payable on or following the death of the Member must be paid by the Trustee in accordance with that Binding Death Benefit Nomination.

44.4 Payment if Binding Death Benefit Nomination is invalid or ineffective

If a Member had made a Binding Death Benefit Nomination that is invalid or ineffective at the date of death, the Binding Death Benefit Nomination will be treated as a Non Binding Death Benefit Nomination.

44.5 Payment if no Binding Death Benefit Nomination or Reversionary Beneficiary nomination

Subject to clauses 44.3 and 38(g) and the Superannuation Law, on or following the death of a Member, if that Member has not made a Binding Death Benefit Nomination or a Reversionary Beneficiary nomination pursuant to clause 38(f), or they have made such a Binding Death Benefit Nomination or a Reversionary Beneficiary nomination but such nomination does not deal with all of the deceased Member's benefits, any Benefit (or remaining Benefit) payable in respect of that Member may be paid or applied in accordance with clause 44.6 to:

- (a) one or more of the Nominated Beneficiaries (if any) designated in the most recent Non Binding Death Benefit Nomination made by that Member (if any) in accordance with clause 44.2;
- (b) other Dependants of that Member and in such proportions as the Trustee, in its absolute discretion, determines; or
- (c) one or more of the Legal Personal Representatives of that Member.

44.6 Forms of payment

Subject to clauses 44.3 and 38(g) and the Superannuation Law, payment of a Member's Benefit under clauses 44.2 or 44.5 may be paid or applied, in the manner and on the terms that the Trustee, in its absolute discretion, determines, including by way of:

- (a) one or more Annuities;
- (b) one or more Income Streams;
- (c) one or more Superannuation Lump Sums; or
- (d) any combination of such methods of payment.

45 Commutation of Income Stream

- (a) Despite any other clause of this deed but subject to paragraph (d) and the Superannuation Law, the Trustee may, and must where required by Superannuation Law, discharge its liability to a Member, Dependant or Beneficiary in respect of a Pension by commuting the whole or any part of the Pension payable from the Fund to the Member, Dependant or Beneficiary as the case may be, and applying the amount in accordance with paragraph (b), provided that the commutation would not cause the Trustee or the Fund to breach the Superannuation Law.
- (b) Subject to the Superannuation Law, the Trustee may apply the amount of the commuted Pension by either:

- (i) retaining the amount in the Fund as a credit to an Accumulation Account for the Member, Dependant or Beneficiary; or
 - (ii) paying the amount as a Benefit in the form of a lump sum or other form of Pension in accordance with this deed.
- (c) If part of a Pension is commuted, the Trustee may reduce the total amount of the instalments in respect of the balance of the Pension payable to the Member, Dependant or Beneficiary by an amount that the Trustee considers appropriate subject to the Superannuation Law.
- (d) If clause 38(g) applies, the Trustee may only commute a Pension under this clause 45 if required by Superannuation Law or to comply with any applicable cap imposed on Pensions by the Superannuation Law, or as otherwise directed by the Commissioner of Taxation or by the Pensioner.

46 Anti detriment payment

The Trustee may determine to increase the Superannuation Lump Sum Benefit payable to a Member's Dependant or Dependents on the death of a Member by way of an anti detriment payment in accordance with section 295-485 of the Taxation Act (**Anti detriment Payment**) to the extent that such Anti detriment Payment is applicable under the Superannuation Law.

Part 12 - Family Law

47 Information to Members and Non Member Spouses

If a Member's Benefit or Benefit Entitlement becomes subject to a Payment Split, the Trustee must provide the Member and the Non Member Spouse with all notices and information, and in such form as required under the Superannuation Law.

48 Trustee may create new interest for Non Member Spouse

- (a) The Trustee may admit a Non Member Spouse in respect of a Payment Split as a Member:
 - (i) if the Non Member Spouse provides a written request as required by the Superannuation Law to the Trustee in a form approved by the Trustee; or
 - (ii) on its own initiative in the circumstances permitted by the Superannuation Law.
 - (b) If the Trustee admits a Non Member Spouse as a Member under this clause 48, or the Non Member Spouse is already a Member of the Fund, the Trustee must reduce the Member's Benefit Entitlement in respect of the Payment Split by the amount required by the Superannuation Law and otherwise as determined by the Trustee in accordance with the Superannuation Law.
-

49 Non Member Spouse may request transfer of interest

If the Non Member Spouse in respect of a Payment Split is not admitted as a Member under clause 48, the Trustee must:

- (a) either:
 - (i) transfer or roll over the entitlement of the Non Member Spouse to an Approved Benefit Arrangement; or
 - (ii) pay the entitlement of the Non Member Spouse to the Non Member Spouse if permitted or required to do so by the Superannuation Law; and
 - (b) reduce the Member's Benefit Entitlement in respect of the Payment Split by the amount required by the Superannuation Law and otherwise as determined by the Trustee in accordance with the Superannuation Law.
-

50 Family Law fees

- (a) In addition to its other powers under this deed, the Trustee may charge reasonable fees in respect of any action taken by the Trustee which is permitted or required by Family Law and for which the Trustee is entitled to charge fees.
 - (b) The Trustee is entitled to recoup those fees in accordance with the Superannuation Law from:
 - (i) a Member's Benefit Entitlement; or
 - (ii) the entitlements of the Non Member Spouse.
-

51 Satisfaction of entitlement

- (a) The payment, transfer or roll over of the entitlement of a Non Member Spouse in accordance with this Part 12 will be a complete discharge of the Trustee's obligations in respect of any liability to that Non Member Spouse and the Member in respect of that Non Member Spouse for the amount paid, transferred or rolled over.
- (b) In addition to its other powers under this deed, the Trustee may deduct from the amount to be paid, transferred or rolled over the amount of any Tax that is calculated by the Trustee to be payable in respect of the entitlement of the Non Member Spouse.

Part 13 - Termination of Trust

52 Termination

52.1 Events of termination

The trusts declared under this deed will cease and terminate and the Fund must be wound up in accordance with this Part 13 on the occurrence of any of the following events:

- (a) if there are no Members in the Fund and the Trustee resolves to terminate the Fund;
- (b) all Members agree to terminate the Fund;
- (c) the Trustee decides that it is not reasonable to continue to operate the Fund; or
- (d) the Fund is required to be terminated to comply with the Superannuation Law.

52.2 Notice to Members

On the trusts ceasing and terminating due to an event set out in clause 52.1, the Trustee must give written notice to each Employer and to each Member, if any, that the Fund will be wound up on the Closing Date, which will be a date no later than any date on which the Fund is required to be wound up under clause 52.1(d).

52.3 No further Contributions

As from the Closing Date:

- (a) no Employer or Member may make any further Contributions, other than arrears of Contributions due to the Closing Date; and
- (b) arrears of Contributions, if any, must be called in immediately.

52.4 Order of payment of Benefits

On the trusts ceasing and terminating due to an event set out in clause 52.1, subject to clause 52.8, the Trustee must make provision out of the Fund, after meeting expenses and liabilities, as is necessary to provide for the payment of the following Benefits in the following order of priority:

- (a) payments which on or before the Closing Date had become payable to retired Members or Dependants;
- (b) payments to each Member who is still in employment and has attained his or her Normal Retirement Age equal to the Member's Accumulation Account;
- (c) payment to each Member who is still in the employment of the Employer and has not attained his or her Normal Retirement Age equal to his or her Benefit had he or she resigned immediately prior to the Closing Date; and
- (d) payment to each Member who is still in the employment of the Employer of such amount of the assets of the Fund then remaining as the Trustee considers equitable after taking into account payments determined under clauses 52.4(b) and 52.4(c) as can be paid without being regarded as excessive amounts under the Superannuation Law.

52.5 Payment if Member Dies

Where a Member dies before receiving a Benefit to which he or she has become entitled to under clause 52.4, that Benefit must be paid in accordance with clause 44.

52.6 Surplus

If a surplus remains after providing Benefits for Members and their Dependants in accordance with clause 52.4, that surplus must, subject to any requirements of the Superannuation Law and clause 52.8, be paid by the Trustee to, or for the benefit of:

- (a) any Members;
- (b) any former Members;
- (c) any Dependants of any Members or former Members;
- (d) the Legal Personal Representatives (in their capacity as such) of any Members, former Members or Dependants; or
- (e) any Employer,

as the Trustee, in its absolute discretion, determines and, if provided to or for two or more persons, in the proportions as the Trustee, in its absolute discretion, determines, subject in the case of clauses 52.6(a) and 52.6(d) to clause 52.4.

52.7 Form of Payment

Subject to clause 52.8, the payments to be provided under clauses 52.4 and 52.6 may be made in cash, Policies, participation in any other Approved Benefits Arrangement or otherwise as determined by the Trustee, but shall not be payable to or for the benefit of a Member unless in accordance with the Superannuation Law.

52.8 Payment to other Persons

If any payment of Benefits provided under clauses 52.4 and 52.6 is otherwise required by the Superannuation Law to be deferred until the attainment of a particular age or the occurrence of a specified event, then the relevant Member is not entitled to receive from the Fund any part of the Benefit which is required to be deferred and the Trustee must make any of the following arrangements with respect to the Benefits required to be deferred:

- (a) transfer the Benefit to another Complying Superannuation Fund if that Fund does not permit the payment of the Benefit prior to the attainment of the particular age or the specified event;
- (b) purchase an Annuity with the Benefits commencing no earlier than the particular age or specified event or which otherwise satisfies the Superannuation Law;
- (c) transfer the Benefits to an Approved Deposit Fund if that Fund does not permit the payment of the Benefit prior to the attainment of the particular age or the specified event; or
- (d) purchase a non commutable Pension payable for life in the name of the Member but only if the Member has permanently Retired from Employment.

Part 14 - Amendment

53 Amendment of this deed

53.1 Method of amendment

- (a) Subject to clauses 53.1(b) and 53.1(c) and the Superannuation Law, the Trustee may at any time by resolution or by instrument in writing amend, alter, vary, modify or delete with immediate, prospective or, to the extent that the law allows, retrospective effect from time to time, any or all of the provisions of this deed.
- (b) No reduction of the accrued Benefit of a Member can be made without the written consent of the particular Member.
- (c) No amendment may be made under clause 53.1(a) which would cause the trusts contained in this deed to fail by reason of the application of the rule against perpetuities.
- (d) No amendment may be made under clause 53.1(a) that would allow a person other than a Constitutional Corporation to be eligible to be appointed as a Trustee unless the governing rules provide and will continue to provide after the amendment that the Fund has as its sole or primary purpose, the provision of old age pensions.

53.2 Notification of Members of Amendment

As soon as practicable after this deed has been amended under clause 53.1, the Trustee must give to each Member a written statement explaining the nature and purpose of the amendment and the effect (if any) of the amendment on the entitlements of the Member.

Schedule 1

1 Name of Fund

Pirie Super Fund

2 Trustee

Make Shore Pty Ltd
ACN: 631 805 608

3 Date of Establishment

25 / 2 / 19

4 Proper Law Governing Fund

The Law of the State of Queensland

CONSENT TO ACT AS DIRECTOR OF TRUSTEE


under section 118 of the *Superannuation Industry (Supervision) Act 1993*

Pirie Super Fund (Fund)

I, **David Joseph Pirie** of 50 Jellicoe Street, Mount Lofty, QLD 4350 consent to act as a director of **Make Shore Pty Ltd** ACN: 631 805 608 acting in its capacity as trustee for the Fund (Trustee) and declare:

1. that I am not disqualified from acting as a director of a corporate trustee of a superannuation entity under the *Superannuation Industry (Supervision) Act 1993* (SIS Act); and
2. that I will notify the Australian Taxation Office immediately if I should become a disqualified person.

Dated: 21/2/2019



David Joseph Pirie

Notes on disqualification

The SIS Act provides that the following persons are disqualified from acting as the sole director of the corporate trustee of a superannuation entity:

1. persons who have prior convictions involving dishonest conduct, wherever and whenever the conviction may have occurred;
2. persons who are insolvent, bankrupt or having entered into arrangements, assignments or compositions with creditors under Part X of the *Bankruptcy Act 1956* (Cth) or a similar foreign law;
3. persons in relation to whom a civil penalty order has been made under the SIS Act; and
4. persons expressly declared not to be "fit and proper" persons under sections 126A(3) or 126H(5) of the SIS Act.

CONSENT TO ACT AS DIRECTOR OF TRUSTEE

under section 118 of the *Superannuation Industry (Supervision) Act 1993*

Pirie Super Fund (Fund)

I, **Catherine Anne Pirie** of 50 Jellicoe Street, Mount Lofty, QLD 4350 consent to act as a director of **Make Shore Pty Ltd** ACN: 631 805 608 acting in its capacity as trustee for the Fund (Trustee) and declare:

1. that I am not disqualified from acting as a director of a corporate trustee of a superannuation entity under the *Superannuation Industry (Supervision) Act 1993 (SIS Act)*; and
2. that I will notify the Australian Taxation Office immediately if I should become a disqualified person.

Dated: 21 / 2 / 2019



Catherine Anne Pirie

Notes on disqualification

The SIS Act provides that the following persons are disqualified from acting as the sole director of the corporate trustee of a superannuation entity:

1. persons who have prior convictions involving dishonest conduct, wherever and whenever the conviction may have occurred;
2. persons who are insolvent, bankrupt or having entered into arrangements, assignments or compositions with creditors under Part X of the *Bankruptcy Act 1956 (Cth)* or a similar foreign law;
3. persons in relation to whom a civil penalty order has been made under the SIS Act; and
4. persons expressly declared not to be "fit and proper" persons under sections 126A(3) or 126H(5) of the SIS Act.

MAKE SHORE PTY LTD
ACN: 631 805 608
(COMPANY)
AS TRUSTEE FOR
PIRIE SUPER FUND

RESOLUTION OF THE DIRECTORS

MADE ON THE 25th DAY OF February 2019

Membership of the Fund The Directors tabled written applications for membership of the Pirie Super Fund (Fund) received from the following persons:

Member's Name	Address
David Joseph Pirie	50 Jellicoe Street Mount Lofty, QLD 4350
Catherine Anne Pirie	50 Jellicoe Street Mount Lofty, QLD 4350

Resolved that the Company accept the applications for membership and admit those persons to membership of the Fund, and that the membership of those persons will commence on and from the date of this resolution.

Signed as a true and correct record.



David Joseph Pirie

Date / /



Catherine Anne Pirie

Date / /

PIRIE SUPER FUND
(FUND)

MAKE SHORE PTY LTD
ACN: 631 805 608
(COMPANY)

RESOLUTION OF THE DIRECTORS

MADE ON THE 25th DAY OF February 2019

**Superannuation Fund
Trustee**

The Directors tabled a proposal that the Company accept the position of trustee for the Pirie Super Fund (Fund) constituted to commence forthwith in accordance with the terms and conditions set out in the trust deed of the Fund (Trust Deed) annexed to these resolutions.

After considering the contents of the Trust Deed, it was resolved that the Company consent to act as trustee of the Fund in accordance with the terms and conditions of the Trust Deed and that the Company, in its capacity as trustee of the Fund (Trustee) execute the Trust Deed.

**Consent to act and
Directors declaration**

The Directors noted the requirements of the *Superannuation Industry (Supervision) Act 1993 (SIS Act)*. Under the SIS Act the directors of a trustee of a superannuation fund must state that they are not disqualified to act as directors of the trustee and sign a declaration acknowledging that they understand their duties and responsibilities as a director of the trustee.

It was resolved that the Trustee accept the consents to act and trustee declarations signed by David Joseph Pirie and Catherine Anne Pirie stating that they are not disqualified to act under the SIS Act.

Investment strategy

It was resolved that the Trustee take steps to determine an investment strategy for the Fund in accordance with the requirements of the SIS Act and its regulations.

**Product disclosure
statement (PDS)**

It was resolved that each prospective member of the Fund be given a PDS, with an attached membership application form, containing such information required by the *Corporations Act 2001* as a member would reasonably need for the purpose of making a decision whether to acquire an interest in the Fund.

Bank account

It was resolved that the Trustee open a bank account in the name of the Fund at a nominated bank to facilitate the operation of the Fund.

Tax file number

It was resolved that the Trustee make an application for a tax file number for the Fund.

**Election to be a regulated
superannuation fund**

The Directors, being satisfied that:

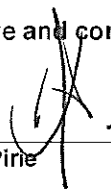
- (a) the Trust Deed allows the trustee of the Fund to be a constitutional corporation; and
- (b) the Trust Deed contains all necessary requirements to facilitate the operation of the Fund by the Trustee as a regulated superannuation fund,

resolved that the Trustee make an irrevocable election in the approved form that the Fund is to be a regulated superannuation fund under the SIS Act thereby entitling the Fund to concessional taxation treatment in accordance with the provisions of the SIS Act.

Trustee to lodge form
with ATO

It was resolved that the approved form be executed and lodged with the Australian
Taxation Office within 60 days.

Signed as a true and correct record.



David Joseph Pirie

Date 25/2/19



Catherine Anne Pirie

Date 25/2/19

MAKE SHORE PTY LTD
A.C.N. 631 805 608

CONSENT TO BECOME A MEMBER

Pursuant to Section 120 of the
Corporations Act 2001

I DAVID JOSEPH PIRIE hereby consent to become a member of MAKE SHORE PTY LTD upon registration of the company by the Australian Securities and Investments Commission.

Name: DAVID JOSEPH PIRIE

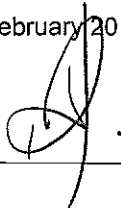
Address: 50 JELICOE STREET
MOUNT LOFTY, QLD 4350

Number of Shares: One (1)

Share Class: ORDINARY SHARES

Upon registration of the company, I agree to take up shares in MAKE SHORE PTY LTD as above and make payment for the sum of \$1.00 to the company:-

Dated this 21st day of February 2019.



DAVID JOSEPH PIRIE

MAKE SHORE PTY LTD

A.C.N. 631 805 608

CONSENT TO BECOME A MEMBER

Pursuant to Section 120 of the
Corporations Act 2001

I CATHERINE ANNE PIRIE hereby consent to become a member of MAKE SHORE PTY LTD upon registration of the company by the Australian Securities and Investments Commission.

Name: CATHERINE ANNE PIRIE

Address: 50 JELICOE STREET
MOUNT LOFTY, QLD 4350

Number of Shares: One (1)

Share Class: ORDINARY SHARES

Upon registration of the company, I agree to take up shares in MAKE SHORE PTY LTD as above and make payment for the sum of \$1.00 to the company:-

Dated this 21st day of February 2019.



CATHERINE ANNE PIRIE

PIRIE SUPER FUND INVESTMENT STRATEGY AS AT 25TH FEBRUARY 2019

INVESTMENT OBJECTIVE

The investment objective is to provide positive investment returns from income or capital appreciation of investments over the medium to long term. The trustee acknowledges the possibility that negative returns may occur when investing in long term growth assets and considers this acceptable for a long-term investment perspective.

The trustee has allowed for the fund to borrow to acquire property via a limited recourse loan arrangement (section 67(4A) of the SIS Act). The property is to be held on trust by the security trustee for the benefit of the fund (refer to bare trust deed & other documents) and the super fund trustee has a right to acquire legal ownership of the asset by making one or more payments.

MEMBER PROFILE

The member(s) will be retiring within the next 15 years and intend to commence pensions within the fund to finance their retirement. For this reason, the Trustee will adopt a long term approach in selecting investments as growth will continue to be required over the long term to support any pensions. Where significant profits are achieved in the shorter term they may be realised and reinvested.

INSURANCE CONSIDERATIONS

The trustee has considered whether it is appropriate to hold insurance cover for the members of the fund.

The trustee has resolved that the member does not currently require any cover for insurance within the fund.

The trustee has taken in account various factors when considering insurance cover. This includes the age of the members, policies held outside superannuation, the member's personal circumstances and their financial position.

INVESTMENT STRATEGY

In order to meet the investment objective, the trustee will invest the fund's assets as follows:

Majority of assets invested in:

- Property – via limited recourse borrowing arrangement

Smaller allocations of assets invested in:

- Cash

Property via limited recourse loan:

- The trustee has allowed a substantial proportion of fund assets to be used for the purchase of a property via a limited recourse borrowing arrangement.
- The original loan amount is \$375,000.
- The loan was obtained from Heritage Bank at a commercial rate of interest
- The lender's recourse against the trustee in the event of default on the borrowing and related fees, is limited to rights relating to the property (limited recourse).

- The trustee considers there is a sufficient level of income (including rental) & contributions being received by the fund to meet the ongoing interest/principal loan repayments
- It is noted however that direct property is an illiquid asset (i.e., it is not easily sold) and has the potential to cause cash-flow problems in the fund. Although the trustees consider this unlikely, it is accepted that there may be a need to sell the property in the future to enable benefit payment obligations and/or loan repayments.
- The trustee has accepted the increased level of risk associated with a reduction in the diversification due to the property's projected annual returns.
- The trustee considers the risk and return of the investment strategy to be moderately high. This is considered appropriate given the long-term investment objective of the member(s).

RISKS

Each asset class apart from cash has an inherent risk of between medium and high risk, however this risk will be controlled through adherence to the adopted diversification policy below. Short term fluctuations are acceptable given the long term investment perspective.

Although the overall risk profile is medium to high risk, the asset classes meets the growth requirements and the level of risk is acceptable given the medium to high expected rate of return over the long term.

It must be noted that the Trustee continues to believe that the risk and return profile of cash is minimal.

DIVERSIFICATION

The trustee intends to hold various investments across the asset classes selected above. Due to the number of assets held, the amount invested, the characteristics of the current membership and diversification within each asset class, it is considered that overall diversification is appropriate. The Trustee will regularly review the assets in order to confirm that an acceptable range of investments is held from a diversification perspective.

LIQUIDITY

The Trustee is of the opinion that the investment strategy is structured in such a manner that the Fund is sufficiently liquid to discharge its current and future liabilities.

The liabilities the Trustee will generally be required to meet in the short term are relatively minor in nature. These generally comprise of investment purchases, accounting & audit fees and tax payable.

The Trustee does not expect the membership of the Fund to fall in the short term. In the longer term, the Trustee appreciates the reality of needing to either sell the investments or distribute them in specie to enable the Trustee to meet its benefit payment obligations.

STRATEGY REVIEW

The Trustee will regularly review the investment strategy to determine whether it remains appropriate. This will ensure any changes to the circumstances of the fund and its member(s) are reflected in the strategy.



David Pirie
Trustee / Director of Trustee – Make Shore Pty Ltd

Date: **25/02/2019**



Catherine Pirie
Trustee / Director of Trustee – Make Shore Pty Ltd

Date: **25/02/2019**

PIRIE SUPER FUND INVESTMENT STRATEGY AS AT 25TH FEBRUARY 2019

INVESTMENT OBJECTIVE

The investment objective is to provide positive investment returns from income or capital appreciation of investments over the medium to long term. The trustee acknowledges the possibility that negative returns may occur when investing in long term growth assets and considers this acceptable for a long-term investment perspective.

The trustee has allowed for the fund to borrow to acquire property via a limited recourse loan arrangement (section 67(4A) of the SIS Act). The property is to be held on trust by the security trustee for the benefit of the fund (refer to bare trust deed & other documents) and the super fund trustee has a right to acquire legal ownership of the asset by making one or more payments.

MEMBER PROFILE

The member(s) will be retiring within the next 15 years and intend to commence pensions within the fund to finance their retirement. For this reason, the Trustee will adopt a long term approach in selecting investments as growth will continue to be required over the long term to support any pensions. Where significant profits are achieved in the shorter term they may be realised and reinvested.

INSURANCE CONSIDERATIONS

The trustee has considered whether it is appropriate to hold insurance cover for the members of the fund.

The trustee has resolved that the member does not currently require any cover for insurance within the fund.

The trustee has taken in account various factors when considering insurance cover. This includes the age of the members, policies held outside superannuation, the member's personal circumstances and their financial position.

INVESTMENT STRATEGY

In order to meet the investment objective, the trustee will invest the fund's assets as follows:

Majority of assets invested in:

- Property – via limited recourse borrowing arrangement

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- The trustee has allowed a substantial proportion of fund assets to be used for the purchase of a property via a limited recourse borrowing arrangement.
- The original loan amount is \$375,000.
- The loan was obtained from Heritage Bank at a commercial rate of interest

- The lender's recourse against the trustee in the event of default on the borrowing and related fees, is limited to rights relating to the property (limited recourse).
- The trustee considers there is a sufficient level of income (including rental) & contributions being received by the fund to meet the ongoing interest/principal loan repayments
- It is noted however that direct property is an illiquid asset (i.e., it is not easily sold) and has the potential to cause cash-flow problems in the fund. Although the trustees consider this unlikely, it is accepted that there may be a need to sell the property in the future to enable benefit payment obligations and/or loan repayments.
- The trustee has accepted the increased level of risk associated with a reduction in the diversification due to the property's projected annual returns.
- The trustee considers the risk and return of the investment strategy to be moderately high. This is considered appropriate given the long-term investment objective of the member(s).

RISKS

Each asset class apart from cash has an inherent risk of between medium and high risk, however this risk will be controlled through adherence to the adopted diversification policy below. Short term fluctuations are acceptable given the long term investment perspective.

Although the overall risk profile is medium to high risk, the asset classes meets the growth requirements and the level of risk is acceptable given the medium to high expected rate of return over the long term.

It must be noted that the Trustee continues to believe that the risk and return profile of cash is minimal.

DIVERSIFICATION

The trustee intends to hold various investments across the asset classes selected above. Due to the number of assets held, the amount invested, the characteristics of the current membership and diversification within each asset class, it is considered that overall diversification is appropriate. The Trustee will regularly review the assets in order to confirm that an acceptable range of investments is held from a diversification perspective.

LIQUIDITY

The Trustee is of the opinion that the investment strategy is structured in such a manner that the Fund is sufficiently liquid to discharge its current and future liabilities.

The liabilities the Trustee will generally be required to meet in the short term are relatively minor in nature. These generally comprise of investment purchases, accounting & audit fees and tax payable.

The Trustee does not expect the membership of the Fund to fall in the short term. In the longer term, the Trustee appreciates the reality of needing to either sell the investments or distribute them in specie to enable the Trustee to meet its benefit payment obligations.

STRATEGY REVIEW

The Trustee will regularly review the investment strategy to determine whether it remains appropriate. This will ensure any changes to the circumstances of the fund and its member(s) are reflected in the strategy.



David Pirie
Trustee / Director of Trustee – Make Shore Pty Ltd

Date: **25/02/2019**

Catherine Pirie
Trustee / Director of Trustee – Make Shore Pty Ltd

Date: **25/02/2019**

MEMBERSHIP APPLICATION FORM

Make Shore Pty Ltd
(ACN TBA)
as trustee for
Pirie Super Fund
(Trustee)

To the Trustee

I, **David Joseph Pirie**, of 24A Glenrowan Drive, Tallai, QLD 4213, apply to the Trustee to become a member of Pirie Super Fund (Fund) and agree that, should I be accepted as a member by the Trustee, I will be bound by the trust deed establishing the Fund (Trust Deed) and any subsequent amendments to the Trust Deed and that I will make any and all full disclosures in writing of information required by the Trustee.

I acknowledge that:

- if I am an employee of any other member, I am also a relative of the other member(s); and
- I am not disqualified under the Superannuation Industry (Supervision) Act 1993 from holding the office of a Trustee or as a director of the Trustee.

I understand that it is not compulsory to provide the Trustee with my tax file number (TFN), but if I do not provide my TFN, concessional contributions will be taxed at the highest marginal tax rate plus the Medicare levy and the Fund will not be able to accept non-concessional contributions. In doing so, I acknowledge that the Trustee may use my TFN for lawful purposes, including disclosing my TFN to another superannuation fund where I request that my benefits in the Fund are transferred to that other superannuation fund.

If my TFN is quoted below, I have considered the above and decided to provide my TFN to the Trustee(s) on my Membership Application Form: TFN 485 992 566.

I nominate my legal personal representative to receive any death benefits payable in the event of my death.

- or -

I nominate the following persons to be my nominated superannuation dependants:

Surname	Given Names	Relationship	% of total benefits
Pirie	Catherine Anne	Wife	100%

I acknowledge that the above nomination is not binding on the Trustee, and that if I so wish, I may prepare and provide to the Trustee a binding death benefit nomination.

I acknowledge that I have received a Product Disclosure Statement for the Fund, which details the nature of the Fund and the rights, benefits and risks that attach to my membership of the Fund.

I declare that the information I will provide to the Trustee and the contents of this application are true and correct.

Dated: 19 / 02 / 2019



David Joseph Pirie

C

C

MEMBERSHIP APPLICATION FORM

Make Shore Pty Ltd
ACN: 631 805 608
as trustee for
Pirie Super Fund
(Trustee)

To the Trustee

I, **David Joseph Pirie**, of 50 Jellicoe Street, Mount Lofty, QLD 4350, apply to the Trustee to become a member of the Pirie Super Fund (Fund) and agree that, should I be accepted as a member by the Trustee, I will be bound by the trust deed establishing the Fund (**Trust Deed**) and any subsequent amendments to the Trust Deed and that I will make any and all full disclosures in writing of information required by the Trustee.

I acknowledge that:

- if I am an employee of any other member, I am also a relative of the other member(s); and
- I am not disqualified under the Superannuation Industry (Supervision) Act 1993 from holding the office of a Trustee or as a director of the Trustee.

I understand that it is not compulsory to provide the Trustee with my tax file number (TFN), but if I do not provide my TFN, concessional contributions will be taxed at the highest marginal tax rate plus the Medicare levy and the Fund will not be able to accept non-concessional contributions. In doing so, I acknowledge that the Trustee may use my TFN for lawful purposes, including disclosing my TFN to another superannuation fund where I request that my benefits in the Fund are transferred to that other superannuation fund.

If my TFN is quoted below, I have considered the above and decided to provide my TFN to the Trustee(s) on my Membership Application Form: TFN _____.

I nominate my legal personal representative to receive any death benefits payable in the event of my death.

- or -

I nominate the following persons to be my nominated superannuation dependants:

Surname	Given names	Relationship	% of total benefits

I acknowledge that the above nomination is not binding on the Trustee, and that if I so wish, I may prepare and provide to the Trustee a binding death benefit nomination.

I acknowledge that I have received a Product Disclosure Statement for the Fund, which details the nature of the Fund and the rights, benefits and risks that attach to my membership of the Fund.

I declare that the information I will provide to the Trustee and the contents of this application are true and correct.

Dated: / /

David Joseph Pirie

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MEMBERSHIP APPLICATION FORM

Make Shore Pty Ltd
(ACN TBA)
as trustee for
Pirie Super Fund
(Trustee)

To the Trustee

I, **Catherine Anne Pirie**, of 24A Glenrowan Drive, Tallai, QLD 4213, apply to the Trustee to become a member of Pirie Super Fund (Fund) and agree that, should I be accepted as a member by the Trustee, I will be bound by the trust deed establishing the Fund (Trust Deed) and any subsequent amendments to the Trust Deed and that I will make any and all full disclosures in writing of information required by the Trustee.

I acknowledge that:

- if I am an employee of any other member, I am also a relative of the other member(s); and
- I am not disqualified under the Superannuation Industry (Supervision) Act 1993 from holding the office of a Trustee or as a director of the Trustee.

I understand that it is not compulsory to provide the Trustee with my tax file number (TFN), but if I do not provide my TFN, concessional contributions will be taxed at the highest marginal tax rate plus the Medicare levy and the Fund will not be able to accept non-concessional contributions. In doing so, I acknowledge that the Trustee may use my TFN for lawful purposes, including disclosing my TFN to another superannuation fund where I request that my benefits in the Fund are transferred to that other superannuation fund.

If my TFN is quoted below, I have considered the above and decided to provide my TFN to the Trustee(s) on my Membership Application Form: TFN 489 783 051.

I nominate my legal personal representative to receive any death benefits payable in the event of my death.

- or -

I nominate the following persons to be my nominated superannuation dependants:

Surname	Given Names	Relationship	% of total benefits
Pirie	David Joseph	Husband	100 %.

I acknowledge that the above nomination is not binding on the Trustee, and that if I so wish, I may prepare and provide to the Trustee a binding death benefit nomination.

I acknowledge that I have received a Product Disclosure Statement for the Fund, which details the nature of the Fund and the rights, benefits and risks that attach to my membership of the Fund.

I declare that the information I will provide to the Trustee and the contents of this application are true and correct.

Dated: 19/02/2019.


Catherine Anne Pirie

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MEMBERSHIP APPLICATION FORM

Make Shore Pty Ltd
ACN: 631 805 608
as trustee for
Pirie Super Fund
(Trustee)

To the Trustee

I, **Catherine Anne Pirie**, of 50 Jellicoe Street, Mount Lofly, QLD 4350, apply to the Trustee to become a member of the Pirie Super Fund (**Fund**) and agree that, should I be accepted as a member by the Trustee, I will be bound by the trust deed establishing the Fund (**Trust Deed**) and any subsequent amendments to the Trust Deed and that I will make any and all full disclosures in writing of information required by the Trustee.

I acknowledge that:

- if I am an employee of any other member, I am also a relative of the other member(s); and
- I am not disqualified under the Superannuation Industry (Supervision) Act 1993 from holding the office of a Trustee or as a director of the Trustee.

I understand that it is not compulsory to provide the Trustee with my tax file number (TFN), but if I do not provide my TFN, concessional contributions will be taxed at the highest marginal tax rate plus the Medicare levy and the Fund will not be able to accept non-concessional contributions. In doing so, I acknowledge that the Trustee may use my TFN for lawful purposes, including disclosing my TFN to another superannuation fund where I request that my benefits in the Fund are transferred to that other superannuation fund.

If my TFN is quoted below, I have considered the above and decided to provide my TFN to the Trustee(s) on my Membership Application Form: TFN_____.

I nominate my legal personal representative to receive any death benefits payable in the event of my death.

- or -

I nominate the following persons to be my nominated superannuation dependants:

Surname	Given names	Relationship	% of total benefits

I acknowledge that the above nomination is not binding on the Trustee, and that if I so wish, I may prepare and provide to the Trustee a binding death benefit nomination.

I acknowledge that I have received a Product Disclosure Statement for the Fund, which details the nature of the Fund and the rights, benefits and risks that attach to my membership of the Fund.

I declare that the information I will provide to the Trustee and the contents of this application are true and correct.

Dated: / /

Catherine Anne Pirie

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**PIRIE SUPER FUND
(FUND)**

NOTICE OF COMPLIANCE

Under section 25 of the Superannuation Guarantee (Administration) Act 1992

(In circumstances where the Employer is contributing
in respect of a Member for the first time)

TO: **Insert Name of Employer:**
Insert ACN:

This statement is to confirm that for the year of income of the Fund to date:

1. The Fund is a resident regulated superannuation fund within the meaning of the Superannuation Industry (Supervision) Act 1993 (SIS Act);
2. The Fund has been conducted as a complying self managed superannuation fund within the meaning of sections 17A and 42A of the SIS Act and Superannuation Industry (Supervision) Regulations 1994 and that the trustees intend that the Fund continue to be maintained as a complying superannuation fund;
3. The Fund is not subject to a direction under section 63 of the SIS Act; and
4. The Fund will accept superannuation contributions from the employer referred to above.

DATED: / /

Signed for and on behalf of the trustee of the Fund

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PIRIE SUPER FUND
(FUND)
ADMISSION OF MEMBER

Instructions for the Admission of a Member for future use.

In using the attached membership application form (i.e., if a new member is admitted to the Fund), please note that:

1. This must be done in accordance with the relevant provisions in the Fund's deed;
2. This must comply with the trustee/member rules for SMSFs (generally speaking, the new member must also become a trustee/director of the corporate trustee);
3. This must be correctly documented, including with properly drafted trustee minutes and Consent form for the new trustee;
4. An SMSF cannot have more than four members;
5. An underage member cannot be a trustee/director of a corporate trustee of an SMSF until they attain the age of 18 years; and
6. The ATO should be notified of the change to the membership/trusteeship of the Fund as soon as possible.

We recommend that assistance be obtained from a suitably qualified person in relation to the above.

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MEMBERSHIP APPLICATION FORM

as trustee(s) for
Pirie Super Fund
(Trustee(s))

To the Trustee(s)

I, _____, of _____, apply to the Trustee(s) to become a member of the Pirie Super Fund (**Fund**) and agree that, should I be accepted as a member by the Trustee(s), I will be bound by the trust deed establishing the Fund (**Trust Deed**) and any subsequent amendments to the Trust Deed and that I will make any and all full disclosures in writing of information required by the Trustee(s).

I acknowledge that:

- if I am an employee of any other member, I am also a relative of the other member(s); and
- I am not disqualified under the Superannuation Industry (Supervision) Act 1993 from holding the office of a Trustee or as a director of the Trustee.

I understand that it is not compulsory to provide the Trustee(s) with my tax file number (**TFN**), but if I do not provide my TFN, concessional contributions will be taxed at the highest marginal tax rate plus the Medicare levy and the Fund will not be able to accept non-concessional contributions. In doing so, I acknowledge that the Trustee(s) may use my TFN for lawful purposes, including disclosing my TFN to another superannuation fund where I request that my benefits in the Fund are transferred to that other superannuation fund.

If my TFN is quoted below, I have considered the above and decided to provide my TFN to the Trustee(s) on my Membership Application Form: TFN _____.

I nominate my legal personal representative to receive any death benefits payable in the event of my death.

- or -

I nominate the following persons to be my nominated superannuation dependants:

Surname	Given names	Relationship	% of total benefits

I acknowledge that the above nomination is not binding on the Trustee(s), and that if I so wish, I may prepare and provide to the Trustee a binding death benefit nomination.

I acknowledge that I have received a Product Disclosure Statement for the Fund, which details the nature of the Fund and the rights, benefits and risks that attach to my membership of the Fund.

I declare that the information I will provide to the Trustee(s) and the contents of this application are true and correct.


Dated: / /

C

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Trustee declaration

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

 Read this declaration in conjunction with *Key messages for self-managed super fund trustees* at ato.gov.au/smsfessentials



Who should complete this declaration?

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

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

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

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

You must also complete the declaration if you:

- have been directed to do so by us
- are a legal personal representative who has been appointed as trustee on behalf of a:
 - member who is under a legal disability (usually a member under 18 years old)
 - member for whom you hold an enduring power of attorney
 - deceased member.

Information you need to read

Make sure you read *Key messages for self-managed super fund trustees* at ato.gov.au/smsfessentials. It highlights some of the key points from the declaration and some important messages.

Before completing this declaration

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

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

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

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

When completing this declaration

When you complete this declaration, remember to:

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

What should you do with the declaration?

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

We recommend that you keep a copy of your completed declaration and refer to it and the information in *Key messages for self-managed super fund trustees* when making important decisions, such as those relating to choosing investments, accepting contributions and paying benefits.

Ⓜ Do not send your completed declaration to us.

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Published by

Australian Taxation Office
Canberra
August 2014

JS 32597



Self-managed super fund trustee declaration

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

Fund name

--

I am responsible for ensuring that the fund complies 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 the fund's 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 only 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
- ensure that members only access their super benefits if they have met a legitimate condition of release
- refrain from entering into transactions that circumvent restrictions on the 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:

- lending money of the fund to, or providing financial assistance 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 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)
- having more than 5% of the market value of the fund's total assets at the end of the income year as in-house assets (these 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)
 - 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
- 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
- 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
- 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 28 days if the fund becomes an Australian Prudential Regulation Authority (APRA) regulated fund.

DECLARATION

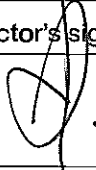
By signing this declaration I acknowledge that I understand my duties and responsibilities as a trustee or director of the corporate trustee of the self-managed superannuation fund named on this declaration (or if the fund's name changes, that name). I understand that:

- 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.
- 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

DAVID PIRIE

Trustee's or director's signature



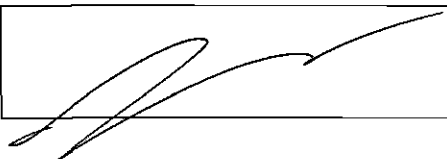
Date

Day: 09 / Month: 03 / Year: 2019

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

JAMES FAY

Witness' signature



Date

Day: 09 / Month: 03 / Year: 2019

Trustee declaration

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

- ① Read this declaration in conjunction with *Key messages for self-managed super fund trustees* at ato.gov.au/smsfessentials



Who should complete this declaration?

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

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

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

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

You must also complete the declaration if you:

- have been directed to do so by us
- are a legal personal representative who has been appointed as trustee on behalf of a:
 - member who is under a legal disability (usually a member under 18 years old)
 - member for whom you hold an enduring power of attorney
 - deceased member.

Information you need to read

Make sure you read *Key messages for self-managed super fund trustees* at ato.gov.au/smsfessentials. It highlights some of the key points from the declaration and some important messages.

Before completing this declaration

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

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

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

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

When completing this declaration

When you complete this declaration, remember to:

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

What should you do with the declaration?

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

We recommend that you keep a copy of your completed declaration and refer to it and the information in *Key messages for self-managed super fund trustees* when making important decisions, such as those relating to choosing investments, accepting contributions and paying benefits.

ⓘ Do not send your completed declaration to us.

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Published by

Australian Taxation Office
Canberra
August 2014

JS 32597



Self-managed super fund trustee declaration

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

Fund name

Pirie Super Fund

I am responsible for ensuring that the fund complies 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 the fund's 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 only 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
- ensure that members only access their super benefits if they have met a legitimate condition of release
- refrain from entering into transactions that circumvent restrictions on the 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:

- lending money of the fund to, or providing financial assistance 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 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)
- having more than 5% of the market value of the fund's total assets at the end of the income year as in-house assets (these 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)
 - 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
- 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
- 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
- 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 28 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.
- 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

David Joseph Pirie

Trustee's or director's signature



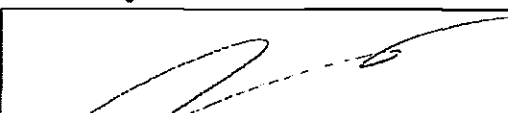
Date

Day: 19 / Month: 02 / Year: 2019

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

JAMES FAY

Witness' signature



Date

Day: 19 / Month: 02 / Year: 2019

Trustee declaration

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

- Read this declaration in conjunction with *Key messages for self-managed super fund trustees* at ato.gov.au/smsfessentials



Who should complete this declaration?

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

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

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

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

You must also complete the declaration if you:

- have been directed to do so by us
- are a legal personal representative who has been appointed as trustee on behalf of a:
 - member who is under a legal disability (usually a member under 18 years old)
 - member for whom you hold an enduring power of attorney
 - deceased member.

Information you need to read

Make sure you read *Key messages for self-managed super fund trustees* at ato.gov.au/smsfessentials. It highlights some of the key points from the declaration and some important messages.

Before completing this declaration

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

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

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

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

When completing this declaration

When you complete this declaration, remember to:

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

What should you do with the declaration?

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

We recommend that you keep a copy of your completed declaration and refer to it and the information in *Key messages for self-managed super fund trustees* when making important decisions, such as those relating to choosing investments, accepting contributions and paying benefits.

ⓘ Do not send your completed declaration to us.

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Published by

Australian Taxation Office
Canberra
August 2014

JS 32597



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

Fund name

PIRIE SUPER FUND.

I am responsible for ensuring that the fund complies 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 the fund's 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 only 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
- ensure that members only access their super benefits if they have met a legitimate condition of release
- refrain from entering into transactions that circumvent restrictions on the 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:

- lending money of the fund to, or providing financial assistance 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 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)
- having more than 5% of the market value of the fund's total assets at the end of the income year as in-house assets (these 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:

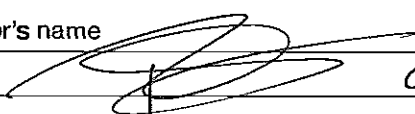
- keep and retain for at least 10 years
 - minutes of all trustee meetings at which matters affecting the fund were considered (this includes investment decisions and decisions to appoint members and trustees)
 - records of all changes of trustees, including directors of the corporate trustee
 - each 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
- 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
- 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
- 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 28 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.
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- 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

 CATHERINE PIRTE

Trustee's or director's signature



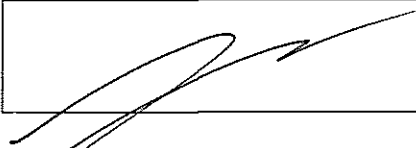
Date

Day: 09 / Month: 03 / Year: 2019

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

JAMES FAY

Witness' signature




Date

Day: 09 / Month: 03 / Year: 2019

Trustee declaration

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

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You must also complete the declaration if you:

- have been directed to do so by us
- are a legal personal representative who has been appointed as trustee on behalf of a:
 - member who is under a legal disability (usually a member under 18 years old)
 - member for whom you hold an enduring power of attorney
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Published by

Australian Taxation Office
Canberra
August 2014

JS 32597



Self-managed super fund trustee declaration

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

Fund name

Pirie Super Fund

I am responsible for ensuring that the fund complies 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 the fund's 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 only 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
- ensure that members only access their super benefits if they have met a legitimate condition of release
- refrain from entering into transactions that circumvent restrictions on the 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
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 - 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
- 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
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 - 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 28 days if the fund becomes an Australian Prudential Regulation Authority (APRA) regulated fund.

DECLARATION

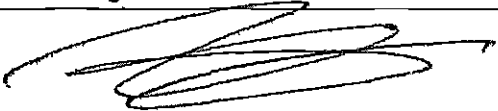
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- I must ensure this document is retained for at least 10 years or while I remain a trustee or director of the corporate trustee (whichever is longer) and, if I fail to do this, penalties may apply.
- I may have to make this document available for 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

Catherine Anne Pirie

Trustee's or director's signature




Date

Day: 19 / Month: 02 / Year: 2019

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

LACHLAN DAVID PIRIE

Witness' signature



Date

Day: 19 / Month: 02 / Year: 2019

Self-managed super funds – key messages for trustees

Read this fact sheet in conjunction with the *Trustee declaration* (NAT 71089). We recommend that you check our website at www.ato.gov.au for the current version of this fact sheet.

If you are a new trustee (or director of a corporate trustee) of a self-managed super fund (SMSF), you must complete and sign a *Trustee declaration* (NAT 71089) to show you understand your duties and responsibilities under super laws.

You must also complete the declaration if you are a legal personal representative who has been appointed as trustee (or director of a corporate 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.

YOU ARE RESPONSIBLE FOR MANAGING THE FUND

Becoming a trustee of an SMSF is an important decision that carries certain duties and responsibilities, with your primary concern being the management of the fund for the benefit of members for their retirement. You must also ensure fund assets are held in trust and invested on behalf of the members.

You are responsible for ensuring your fund is properly managed and complies with all rules (including super laws and the fund trust deed). These rules apply to you in your capacity as a trustee of the fund. You will also need to make important decisions that may affect the retirement savings of fund members.

All trustees are equally responsible for managing the fund and making sure it complies with the law. This is the case even if:

- one trustee (or director) is more actively involved in the day-to-day running of the fund than the others
- you use a professional to do certain tasks on your behalf – for example, an accountant, lawyer, investment advisor, super fund administrator or tax agent.

All trustees are responsible and accountable for running the fund and making decisions. You must always put your obligations and responsibilities as a trustee of the fund before your wishes as a member. Whenever a conflict occurs between your wishes as a member and your legal responsibilities as a trustee, you must comply with your trustee obligations.

If, for example, a breakdown of a relationship between members occurs, you must continue to act in the best interest of all members at all times and in accordance with super laws and the trust deed of your fund.

If you use a professional to help you manage your fund, it is important you select one that is right for you and your circumstances. It is essential that any financial, investment and legal advice you receive comes from a qualified professional, as your decisions will have an impact on the retirement income of fund members.

You must separately manage the affairs of the fund and your own personal or business affairs. This means you must keep fund assets (including money) separate from your personal and business assets and ensure they are used solely for fund purposes.

You must not allow members' benefits (money or other assets) to be accessed earlier than is legally permitted. As a general rule, a member's benefits must be preserved in the fund until they reach their preservation age (currently 55 years old for members born before 1 July 1960, increasing to 60 years old for those born after 30 June 1964) or until they retire after reaching preservation age.

A member's benefits can only be accessed before the member reaches their preservation age in very limited circumstances – for example:

- in cases of severe financial hardship (subject to specific criteria being met)
- on tightly restricted compassionate grounds
- on diagnosis of a terminal medical condition
- in the event of temporary or permanent incapacity.

● It is illegal to set up an SMSF to gain early access to your super savings. If benefits are unlawfully released, significant penalties, including fines and jail terms of up to five years, can apply to you. Significant adverse taxation consequences may also arise for your fund and the recipient of the super benefits.

YOU MUST UNDERSTAND YOUR DUTIES AND RESPONSIBILITIES

Your trustee duties and responsibilities include:

- making sure the purpose of the fund is to provide retirement benefits for members
- preparing an investment strategy and making investment decisions
- accepting contributions and paying benefits (income streams and lump sums) in accordance with super laws and the fund trust deed
- advising us of any changes in trustees, directors or members within 28 days of the change occurring
- ensuring an approved auditor is appointed for each income year
- undertaking administrative tasks such as lodging annual returns and record-keeping.

You must also ensure the fund trust deed and investment strategy are regularly reviewed and updated in accordance with the law and the needs of the members.

Over time your circumstances may change, possibly in a way that affects your ability to effectively manage the fund and undertake your obligations as trustee. Throughout the fund's life cycle, you must consider the individual circumstances of each member and the general condition of the fund. You need to continually reassess whether an SMSF is still the appropriate option for your retirement savings.

● To avoid penalties, make sure you understand and comply with your duties and responsibilities under super laws.

PROTECTION OF SUPER IN YOUR SMSF

Super laws allow for financial assistance to be granted to Australian Prudential Regulation Authority (APRA) regulated funds that suffer losses as a result of fraudulent conduct or theft. Under existing super laws, there is no government or industry compensation available for members of SMSFs, as they operate outside the regulation of APRA.

If you want your super to be covered by the financial assistance program, you can choose to either:

- join an APRA-regulated fund
- appoint a registrable super entity licensee as trustee (that is, become a small APRA fund).

You do have certain rights and options available if your fund suffers a financial loss due to fraudulent conduct or theft. Legal options are available under corporations law if you received advice or services from an Australian financial services licensee who was involved in the fraudulent conduct or theft. You may also approach the Financial Ombudsman Service (FOS) if the adviser involved in the fraudulent conduct is a member of FOS.

➤ MORE INFORMATION

For more information about your role and responsibilities as a trustee, refer to *Running a self-managed super fund* (NAT 11032).

To obtain a copy of our publications or for more information:

- phone **13 10 20**
- phone our automatic publications distribution service on **1300 720 092**
- write to us at
Australian Taxation Office
PO Box 3100
PENRITH NSW 2740

If you do not speak English well and need help from us, phone the Translating and Interpreting Service on **13 14 50**.

If you are deaf, or have a hearing or speech impairment, phone us through the National Relay Service (NRS) on the numbers listed below:

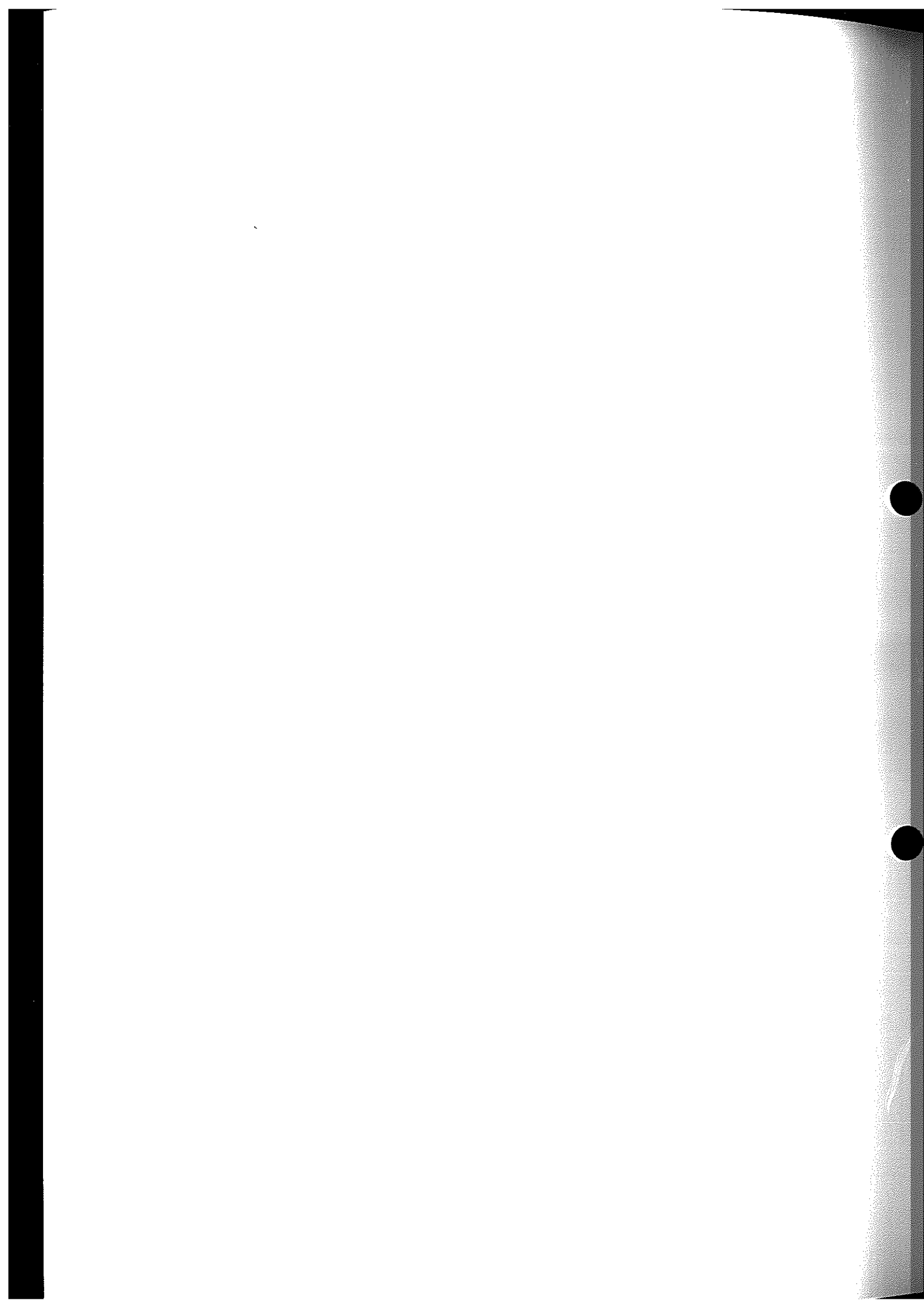
- TTY users, phone **13 36 77** and ask for the ATO number you need
- Speak and Listen (speech-to-speech relay) users, phone **1300 555 727** and ask for the ATO number you need
- internet relay users, connect to the NRS on National Relay Service at www.relayservice.com.au and ask for the ATO number you need.

OUR COMMITMENT TO YOU

We are committed to providing you with accurate, consistent and clear information to help you understand your rights and entitlements and meet your obligations. If you feel that this publication does not fully cover your circumstances, or you are unsure how it applies to you, you can seek further assistance from us.

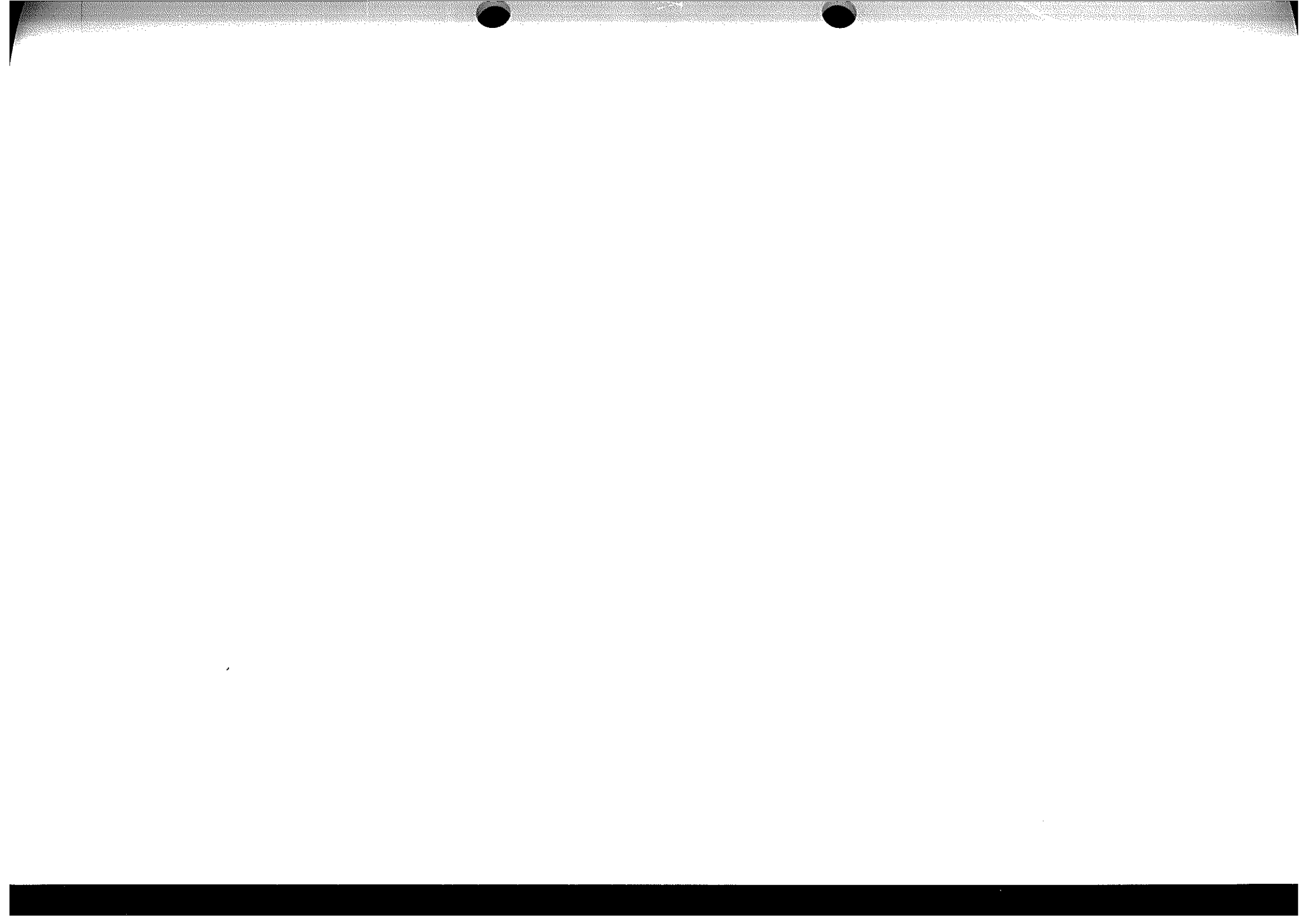
We regularly revise our publications to take account of any changes to the law, so make sure that you have the latest information. If you are unsure, you can check for more recent information on our website at www.ato.gov.au or contact us.

This publication was current at **December 2012**.



Pirie Super Fund

**Prepared for NTAA Corporate by
Australian Business Structures**



Deed of Establishment

Pirie Super Fund

Date Date of Establishment

Parties The corporation named and described in Schedule 1 and appointed under clause 9 as Trustee (**Trustee**)

Recitals

- A The Trustee wishes to establish and maintain the Fund solely for the purpose of providing superannuation benefits for its Members and for their Dependants in the event of the death of a Member and for any other purposes permitted by the Superannuation Law.
- B The Trustee will act as trustee of the Fund and has consented to act as the Fund's trustee in accordance with the provisions of this deed, including the powers granted by this deed.
- C The Trustee has agreed to conduct the Fund so as to ensure that the Fund at all times attracts any income tax concessions that may apply to superannuation funds.

It is Declared:

1 Establishment


By this deed, the Trustee establishes the Fund that commences on the date of Establishment.

2 Terms of this Deed

The terms of this deed include those set out in Annexure A and Schedule 1 to this deed.

EXECUTED as a deed.

EXECUTED by Make Shore Pty Ltd)
(ACN 631 805 608) as Trustee in)
accordance with the *Corporations Act*)
2001 by being signed by the following)
officers:

CP 

Signature of Director

CATHERINE ANNE PIRIE

Name of Director (please print)

DSP 

Signature of Director / company secretary

David Joseph Pirie

Name of Director / company secretary
(please print)

Annexure A

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Part 1 - How to read this deed

1 Overview of deed

This deed explains the way the Fund will operate and also sets out the roles and the responsibilities of each of the Trustees as well as the obligations of any person, company or entity associated with or having some responsibility under this deed.

The deed comprises fourteen parts. Each part deals with a specific aspect of the Fund. These parts are described as follows:

Part number	Description
Part 1	How to read this deed
Part 2	The Fund
Part 3	Trustees
Part 4	Other persons in the Fund
Part 5	Powers of Trustees
Part 6	Accounts of the Fund
Part 7	Record keeping
Part 8	General matters
Part 9	Membership of the Fund
Part 10	Contributions to the Fund
Part 11	Benefits
Part 12	Family Law
Part 13	Termination of Trust
Part 14	Amendment

2 Definitions

In this deed:

Account means any one of the following (as the case requires):

- (a) Accumulation Account;
- (b) Equalisation Account;
- (c) Forfeiture Account;
- (d) Income Account;
- (e) Income Stream Account; and

- (f) any other accounts required to be opened or maintained by the Trustee in accordance with the Superannuation Law or any other accounts the Trustee decides to establish and maintain.

Accumulation Account means the Account established on behalf of each Member or Beneficiary as described in clause 15.

Actuary means a person for the time being appointed as actuary of the Fund under clause 10.1(b).

Administrator means a person appointed as administrator of the Fund under clause 10.1(c).

Allot has the same meaning given to that term in the SIS Regulations.

Annuity means a Benefit payable by instalments that satisfies the meaning of Annuity in regulation 1.05 of the SIS Regulations or any other provision of the Superannuation Law.

Applicant means a Member who makes a Splittable Contributions application under clause 29.6.

Approved Benefit Arrangement means a fund or benefit arrangement other than the Fund, including:

- (a) another Complying Superannuation Fund;
- (b) an Approved Deposit Fund;
- (c) an Annuity arrangement; or
- (d) an Eligible Roll Over Fund,

into which or from which assets can be transferred into or from the Fund without causing the Fund to be in breach of or to fail to comply with the Superannuation Law.

Approved Deposit Fund in relation to a year of income means a fund which is a complying approved deposit fund in accordance with the Taxation Act.

Approved Trustee means a trustee approved by the Australian Prudential Regulation Authority or any other body or person that has responsibility for the administration of superannuation funds other than Self Managed Superannuation Funds.

Auditor means a person for the time being appointed as auditor of the Fund under clause 10.1(d).

Authorised Deposit Taking Institution has the same meaning given to that term in the *Banking Act 1959* (Cth).

Bankruptcy Act means the *Bankruptcy Act 1966* (Cth).

Beneficiary means a person who is presently and absolutely entitled or has a contingent right to receive a Benefit under the provisions of this deed at any given time and includes a Member, a Dependant or a Pensioner.

Benefit means any amount which is payable by the Trustee out of the Fund in accordance with this deed to or in respect of a Member.

Benefit Entitlement means any amount held in the Fund which may become payable to a Beneficiary but to which the person has not become absolutely and indefeasibly entitled and includes a contingent right to payment of an amount.

Binding Death Benefit Nomination means a nomination made by a Member in relation to the payment or application of a death benefit that is binding on the Trustee.

Child has the same meaning given to that term in the SIS Act.

Closing Date means the date determined in accordance with this deed on which the Fund will be wound up.

Compassionate Ground has the same meaning given to that term in the Superannuation Law.

Complying Superannuation Fund in relation to a year of income means a fund which is a complying superannuation fund in accordance with the Superannuation Law.

Constitutional Corporation has the same meaning given to that term in the Superannuation Law.

Contributions means payments to the Fund by Members, Employers and other Permitted Entities in accordance with the provisions of this deed prior to the deduction of any Tax payable in respect of those Contributions.

Contributions Cap means a Member's concessional contributions cap, Non Concessional Contributions cap or CGT cap (as the case requires) as defined in the Taxation Act.

Corporations Act means the *Corporations Act 2001* (Cth).

Custodian means the person appointed as custodian of the assets of the Fund under clause 10.1(e).

Date of Establishment means the date of commencement of the Fund as set out in schedule 1.

Dependant in relation to a Member or former Member means:

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

Directors means, where the Trustee is a Constitutional Corporation, the directors or board of management for the time being of the Trustee as applicable.

Disclosure Document means any document required to be given under the Corporations Act to a person applying to be a Member.

Earnings means all net income and net capital gains derived from the assets of the Fund whether realised or unrealised after deducting any capital losses and such allowances for expenses and Tax as the Trustee considers appropriate.

Eligible Roll Over Fund has the same meaning given to that term in the SIS Act.

Employee has the same meaning given to that term in the SIS Act.

Employer has the same meaning given to that term in the SIS Act.

Family Law means the Payment Splitting arrangements under the Superannuation Law.

Financial Assistance means any financial assistance granted to the Fund in accordance with Part 23 of the SIS Act.

Financial Year means a period of twelve months ending on 30 June or such other period of twelve months as the Trustee determines.

Fluctuation Account means the account established in accordance with clause 18.

Forfeiture Account means the account established in accordance with clause 42.3.

Full Time Gainful Employment in relation to a Member means Gainful Employment on a full time basis within the meaning of the Superannuation Law.

Fund means the superannuation fund under the name set out in schedule 1.

Fund Earning Rate means the earning rate for the Fund (which may for the purposes of this deed be negative) determined under clause 17.4 after taking into account such provisions or reserves for future contingencies as the Trustee considers reasonable.

Fund Year means a period of twelve months ending on 30 June, or such other period ending on such other date as the Trustee determines from time to time.

Gainful Employment means, in relation to a Member, engagement in any business, trade, profession, vocation, calling, occupation or employment for personal gain to the extent required by the Superannuation Law.

Guarantee Act means the *Superannuation Guarantee Charge Act 1992 (Cth)* which incorporates the *Superannuation Guarantee (Administration) Act 1992 (Cth)* and any regulations made to that Act.

Income Stream means:

- (a) a Pension;
- (b) an Annuity; or
- (c) a Benefit payable in a form other than as a Superannuation Lump Sum as permitted by the Superannuation Law.

Individual Trustee means a natural person who is appointed to be a Trustee of the Fund.

Insured Member means any Member who has a Policy effected in his or her name by the Trustee.

Insurer means any insurer with whom the Trustee effects a Policy or Policies.

Interdependency Relationship has the same meaning given to that term in Superannuation Law.

Investment Manager means a person appointed as an Investment Manager of the Fund in accordance with clause 10.1(a).

Legal Personal Representative has the same meaning given to that term in the SIS Act.

Levy includes a levy payable by the Fund in accordance with the *Superannuation Supervisory Levy Act 1991 (Cth)*, the *Superannuation (Fund Assistance Levy) Act 1993 (Cth)* and any other legislation or regulations which impose a levy or levies on the Fund.

Maximum Splittable Amount has the same meaning given to that term in the SIS Regulations.

Member means a person who has been admitted as a member of the Fund under clause 25.

Member Account means a Member's Accumulation Account or Pension Account as the case may be.

Membership means a Member's or Beneficiary's membership of the Fund.

Nominated Beneficiary means one or more Dependants or Legal Personal Representatives of a Member nominated by the Member as a nominated Beneficiary.

Non Binding Death Benefit Nomination means a nomination made by a Member in relation to the payment or application of a death benefit that is not binding on the Trustee.

Non Concessional Contribution has the same meaning given to that term in the Taxation Act.

Non Member Spouse in relation to a Member has the same meaning given to that term in the Superannuation Law. A person ceases to be a Non Member Spouse when the entitlement of the Non Member Spouse in respect of a Payment Split is paid to the Non Member Spouse or transferred or rolled over in accordance with the Superannuation Law.

Normal Retirement Age means the age of 65 years or any other age being not less than 55 years as is acceptable to or required by the Superannuation Law and as the Trustee determines.

Part Time Gainful Employment means, in relation to a Member, a Member who is in Gainful Employment on a part time basis within the meaning of the Superannuation Law.

Payment Flag has the same meaning given to that term in the Superannuation Law.

Payment Split has the same meaning given to that term in the Superannuation Law.

Pension means a Benefit payable by instalments that satisfies the meaning of Pension in regulation 1.06 of the SIS Regulations or any other provision of the Superannuation Law and (without limiting the foregoing) includes a Transition to Retirement Income Stream (TRIS).

Pensioner means a member who is entitled to receive or has applied to receive Benefits payable to the Member as a Pension and includes a Reversionary Beneficiary in receipt of a Pension.

Pension Account means the account established in respect of a Pensioner in accordance with clause 16.

Permanent Incapacity has the same meaning given to that term in the Superannuation Law.

Permitted Entity means an entity permitted to contribute to the Fund at the sole discretion of the Trustee from time to time subject to the Superannuation Law.

Policy means any policy of assurance, including:

- (a) a policy on the life of a Member for endowment, term, disablement, accident or sickness insurance, effected either as an individual policy or as a group policy (in which case in relation to a Member or a former Member, Policy means the particular assurance on the life of the Member or former Member);
- (b) any policy covering any two or more of the risks described in paragraph (a); and

- (c) any policy which provides that Benefits are payable to the Trustee on the death or disablement of a Member,

provided that the acquisition of any given policy is not prohibited by Superannuation Law.

Preservation Age means:

for a person born before 1 July 1960	55 years of age
for a person born during the year 1 July 1960 to 30 June 1961	56 years of age
for a person born during the year 1 July 1961 to 30 June 1962	57 years of age
for a person born during the year 1 July 1962 to 30 June 1963	58 years of age
for a person born during the year 1 July 1963 to 30 June 1964	59 years of age
for a person born after 30 June 1964	60 years of age

Preserved means the prohibition against paying any amount held in the Fund before a Member reaches Preservation Age or is otherwise entitled to be paid that amount in accordance with the Superannuation Law and **Preserve** has a corresponding meaning.

Preserved Payment means a payment made to the Fund which is required to be Preserved in order for the Fund to be a Complying Superannuation Fund.

Relative has the same meaning given to that term in the SIS Act.

Reserve Account means an account established in accordance with clause 19.

Retires from Employment means retirement as defined by the Superannuation Law.

Retires from Gainful Employment means actual retirement by a Member from Gainful Employment or retirement as defined for the purposes of the Superannuation Law for the payment of Benefits.

Reversionary Beneficiary means a Dependant nominated by a Pensioner (and in default of a nomination by the Pensioner, a Dependant nominated by the Trustee) who is eligible to receive a Benefit on the death of a Pensioner.

RSE Licensee has the same meaning given to that term in the SIS Act.

Self Managed Superannuation Fund means a superannuation fund which satisfies the requirements of a self managed superannuation fund set out in the Superannuation Law.

Severe Financial Hardship has the same meaning given to that term in the Superannuation Law.

Shortfall Component has the same meaning given to that term in the Guarantee Act.

SIS Act means the *Superannuation Industry (Supervision) Act 1993* (Cth).

SIS Regulations means the Superannuation Industry (Supervision) Regulations 1994 (Cth).

Splittable Contribution has the same meaning given to that term in the SIS Regulations.

Spouse has the same meaning given to that term in the SIS Act.

Statutory Authority means, as the case requires, the Commissioner of Taxation, the Australian Prudential Regulation Authority, the Australian Securities and Investments Commission, the Department of Human Services, or such other government, statutory or regulatory authority which is responsible for administering or regulating Superannuation Law.

Superannuation Law means any requirement under the SIS Act, the SIS Regulations, the *Occupational Superannuation Standards Act 1987 (Cth)*, the *Occupational Superannuation Standards Regulations 1987 (Cth)*, the *Family Law Act 1975 (Cth)*, the Corporations Act, the Corporations Regulations, the Taxation Act, the *Financial Sector (Collection of Data) Act 2001 (Cth)*, the *Financial Institutions Supervisory Levies Collection Act 1998 (Cth)*, the *Superannuation (Unclaimed Money and Lost Members) Act*, and any other present or future legislation which the Trustee must comply with in order for the Fund:

- (a) to qualify for concessional Tax treatment as a Complying Superannuation Fund; or
- (b) to meet any other requirement of the Statutory Authority,

and includes any proposed requirements, rulings, announcements or obligations which the Trustee believes will have effect retrospectively.

Superannuation Lump Sum has the same meaning as in the Taxation Act.

Superannuation (Unclaimed Money and Lost Members) Act means the *Superannuation (Unclaimed Money and Lost Members) Act 1999 (Cth)*

Taxation Act means the *Income Tax Assessment Act 1936 (Cth)*, the *Income Tax Assessment Act 1997 (Cth)* and the *Income Tax (Transitional Provisions) Act 1997 (Cth)* and any regulations issued under those Acts.

Tax includes income tax, pay roll tax, land tax, stamp duty and any other taxes, duties or surcharges paid or payable by the Trustee on behalf of the Fund or a Member or, where applicable, by any Member, former Member, Dependant or Beneficiary.

Taxed Splittable Contribution has the same meaning given to that term in the SIS Regulations.

Temporary Incapacity has the same meaning given to that term in the Superannuation Law.

Terminal Medical Condition has the same meaning given to that term in the Superannuation Law.

Total and Permanent Disablement means ill health (whether physical or mental) where the Trustee is reasonably satisfied that the Member is unlikely, because of the ill health, ever again to engage in Full Time Gainful Employment or Part Time Gainful Employment for which the Member is reasonably qualified by education, training or experience.

Transition to Retirement Income Stream (or TRIS) has the same meaning given to that term in the Superannuation Law.

Tribunal means the Superannuation Complaints Tribunal established under the *Superannuation (Resolution of Complaints) Act 1993 (Cth)*.

Trustee means the trustee or trustees for the time being of the Fund whether original, additional or substituted who are appointed in accordance with clause 9 of this Deed.

Unclaimed Benefits means those Benefits described as Unclaimed Money in sections 12 and 14 of the *Superannuation (Unclaimed Money and Lost Members) Act* and the unclaimed superannuation benefits of former temporary residents under Part 3A of the *Superannuation (Unclaimed Money and Lost Members) Act*.

Unrestricted Non Preserved Amount means an amount including a roll-over payment payable to or in respect of a Member which is not required to be Preserved or at the time of payment is no longer required to be Preserved under the Superannuation Law and is an Unrestricted Non Preserved Benefit as that term is defined in the SIS Regulations.

Untaxed Splittable Contribution has the same meaning given to that term in the SIS Regulations.

3 Interpretation

In this deed, headings are inserted for convenience only and do not affect the interpretation of this deed unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes the other gender;
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) the meaning of general words is not limited by specific examples introduced by 'includes', 'including', 'for example', 'such as' or similar expressions;
- (e) a reference to a document or instrument, including this deed, includes all of its clauses, paragraphs, recitals, parts, schedules and annexures and includes the document or instrument as amended, varied, novated, supplemented or replaced from time to time;
- (f) a reference to a statute, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (g) a party includes the party's successors and permitted transferees and assigns and if a party is an individual, includes executors and personal legal representatives;
- (h) a reference to a person includes an individual, a partnership, a corporation or other corporate body, a firm and a trust;
- (i) if any dispute arises as to the interpretation of any of the provisions of this deed or as to the rights or obligations of a Member or any other person, then (except to the extent otherwise expressly provided in the deed) the decision of the Trustee is final and binding;
- (j) all monetary amounts are in Australian dollars, unless otherwise stated, and a reference to payment means payment in Australian dollars; and
- (k) a period of time dating from a given day or the day of a given act or event is to be calculated exclusive of that day.

3.2 Severability

If any provision of this deed is void, voidable by a party, unenforceable, invalid or illegal and would not be so if a word or words were omitted, then that word or those words are to be severed and if this cannot be done, the entire provision is to be severed from this deed without affecting the validity or enforceability of the remaining provisions of this deed.

3.3 Fund subject to Superannuation Law at all times

- (a) The provisions contained in this deed are at all times subject to the Superannuation Law and are deemed to incorporate the Superannuation Law to the extent necessary for the Trustee and the Fund to qualify for concessional Tax treatment or to satisfy any other requirements of the Statutory Authority.
- (b) In the event that there is an inconsistency between the deed and the Superannuation Law, the Superannuation Law prevails to the extent of the inconsistency.

4 Other provisions to note

4.1 Exercise of powers and rights

All powers, rights, decisions, discretions, appointments or other authorisations of whatsoever nature or kind granted to or conferred on the Trustee by, under or for the purposes of this deed, may be fully and effectively exercised, made, done or performed by or on behalf of a Trustee:

- (a) where the Trustee is a Constitutional Corporation, by resolution of the Directors in accordance with its constitution or by any person or persons having the authorisation of such Directors to act on their behalf; or
- (b) where the Trustee consists of Individual Trustees, by unanimous resolution or, if allowed by the Superannuation Law, by a majority of persons holding the office of Trustee,

despite any direct or personal interest the Trustee (or, where the Trustee is a Constitutional Corporation, any director or shareholder of the Trustee) may have in whatsoever capacity in the exercise of the powers, rights, decisions, discretions, appointments or other authorisations or that the Trustee (or director or shareholder of the Trustee) may benefit either directly or indirectly from such exercise and provided that any requirements of the Superannuation Law are satisfied.

4.2 Benefits secured

The rights of the Members or their Dependants who receive Benefits payable under this deed are secured within the meaning of the Superannuation Law.

5 Governing law and jurisdiction

5.1 Governing law

This agreement is governed by the laws in force in the State or Territory specified in Schedule 1.

5.2 Jurisdiction

The Trustee, Members, Beneficiaries and Employers submit to the exclusive jurisdiction of courts of the State or Territory specified in Schedule 1 and any courts that may hear appeals from those courts about any proceedings in connection with this deed.

6 Dispute resolution

6.1 Enquiries and complaints mechanism

The Trustee must ensure that there are arrangements in place to deal with enquiries and complaints from Members, Dependents or Beneficiaries in the circumstances and within the time limits required by the Superannuation Law.

6.2 Trustee to implement decision

Subject to the Trustee's rights to determine in its discretion to appeal against any decision of a court or tribunal, the Trustee must ensure that it implements any decision of a court or tribunal as required by that court or tribunal.

Part 2 - The Fund

7 Structure of the Fund

7.1 Fund vested in Trustee

The Fund is at all times to be vested in the Trustee and must be managed by the Trustee on the terms and conditions contained in this deed and subject to the trusts, powers, authorities and discretions contained in this deed.

7.2 Class of Members

The Trustee has the power to create any additional class or classes of Membership with those rights, entitlements, conditions of eligibility and Benefits as the Trustee thinks appropriate.

7.3 Composition of the Fund

The gross assets of the Fund consist of all cash, investments and other property for the time being held and received by or on account of the Trustee on the trusts of this deed.

Part 3 - Trustees

8 Covenants

The Trustee must perform and observe the covenants, trusts, conditions and obligations of this deed as and to the extent they are included in the deed or deemed to be included in the deed by the Superannuation Law.

9 Appointment and change of Trustee

9.1 Purpose of Fund

Subject to the Superannuation Law:

- (a) the Trustee must at all times be a Constitutional Corporation; or
- (b) as otherwise permitted under the Superannuation Law and where the Trustee is not a Constitutional Corporation, the sole or primary purpose of the Fund must be the provision of old age pensions as that term is defined in section 51(xxiii) of the *Commonwealth of Australia Constitution Act*.

9.2 Self Managed Superannuation Funds and Approved Trustee Funds

- (a) Despite any provision in this clause 9, at any time while the Fund is a Self Managed Superannuation Fund, a person is not eligible to be:
 - (i) the Trustee; or
 - (ii) where the Trustee is a Constitutional Corporation, a Director of the Trustee, of the Fund unless all of the provisions in this clause 9.2 are satisfied.
- (b) Subject to clause 9.2(d), where the Fund is a Self Managed Superannuation Fund with one Member, the Trustee must either be:
 - (i) a Constitutional Corporation where:
 - (A) the Member is the sole director of the Constitutional Corporation; or
 - (B) the Member is one of only two Directors of the Constitutional Corporation and the other Director is a Relative; or
 - (C) the Member is one of only two Directors of the Constitutional Corporation and the Member is not employed by the other Director; or
 - (ii) two Individual Trustees comprising the Member and another person who is either:
 - (A) a Relative of the Member; or
 - (B) not an Employer of the Member.
- (c) Subject to clause 9.2(d), where the Fund is a Self Managed Superannuation Fund with more than one Member, the Trustee must be:

- (i) a Constitutional Corporation where each Member is a Director of the Constitutional Corporation and each Director is a Member; or
 - (ii) Individual Trustees where each Member is an Individual Trustee and each Individual Trustee is a Member of the Fund.
- (d) The requirements in clauses 9.2(b) and 9.2(c) are subject to any alternative tests or exceptions to the general rules outlined in those clauses contained in section 17A(3) of the SIS Act, or any other Superannuation Law.
 - (e) For the purposes of clause 9.2(c), no Member of the Fund may be employed by another Member of the Fund unless permitted by the Superannuation Law.
 - (f) If the Fund has fewer than five Members and is not a Self Managed Superannuation Fund, the Trustee must be an Approved Trustee or a RSE Licensee that is a Constitutional Corporation.

9.3 Appointment of Trustee

- (a) Subject to the Superannuation Law, a majority of Members may, by deed or other written instrument, appoint a person or persons to act as Trustee provided that the person or persons have given their written consent to the appointment and give any other consents or declarations required by the Superannuation Law.
- (b) The Legal Personal Representative of:
 - (i) a deceased Member;
 - (ii) a Member who has lost legal capacity; or
 - (iii) a Member who has appointed that Legal Personal Representative as their attorney under an enduring power of attorney,

may exercise the particular Member's decision making power to appoint a Trustee on behalf of the Member.
- (c) Where a Member is under the age of 18 years, a parent or guardian of the particular Member is permitted to exercise that Member's power to appoint a Trustee.
- (d) Where the Fund has no remaining Members and where there is no other person who has the power to appoint a Trustee under this clause 9.3 on behalf of the last person ceasing to be a Member, the Legal Personal Representative of the last Member to have a Legal Personal Representative has the power to appoint a Trustee.

9.4 Ceasing to act as Trustee

A Trustee must immediately cease to act as Trustee of the Fund:

- (a) if, being an individual, he or she dies or otherwise loses his or her legal capacity;
- (b) if, being a Constitutional Corporation, it is placed into receivership or liquidation or an administrator is appointed over its affairs;
- (c) if the Trustee is disqualified from holding office as a trustee by operation of the Superannuation Law or is removed or suspended from office under the Superannuation Law;
- (d) if the Trustee resigns as Trustee of the Fund by notice in writing to a majority of the Members; or

- (e) subject to the Superannuation Law, if the person is removed from office by notice in writing given by no less than two thirds of the Members to the Trustee.

9.5 Continuity of office

Any person who acts as Trustee must, on ceasing to be Trustee under this clause 9, do everything necessary to vest the Fund in the remaining or new Trustee or Trustees and must promptly deliver all records and other books to the remaining or new Trustee or Trustees.

9.6 Quorum of Individual Trustees

A quorum of Trustees is the number of Trustees for the time being or as required by the Superannuation Law.

9.7 Remuneration of Trustee

Unless permitted by the Superannuation Law, during any time that the Fund is a Self Managed Superannuation Fund, no Trustee of the Fund may receive remuneration from the Fund or from any person for any duties or services performed by the Trustee in relation to the Fund in its capacity as Trustee of the Fund.

9.8 Confidentiality of information

The Trustee and every Employer must, as far as possible, treat as confidential all information disclosed to or gained by it in the course of administering the Fund or otherwise in connection with this deed.

9.9 Member may be Trustee

No Individual Trustee, Director or officer of a Constitutional Corporation or Employee of an Employer is, by virtue of their office or the powers delegated to them by the Trustee, disqualified from being a Member of the Fund or from exercising rights or deriving any Benefits as a Member of the Fund.

Part 4 - Other persons in Fund

10 Appointment and removal of other persons

10.1 Appointment

Subject to the Superannuation Law and the law generally, the Trustee may appoint in writing one or more persons, as appropriate, as:

- (a) Investment Manager, who has powers, discretions and authority relating to the purchase, sale, management, investment, administration, valuation, retention and transposition of that part of the Fund entrusted to the Investment Manager;
- (b) Actuary, who must be a Fellow of the Institute of Actuaries of Australia or a firm or company of Actuaries of which at least one member or director (as the case requires) is such a Fellow;
- (c) Administrator, who has power to carry out some or all of the administration of the Fund;
- (d) Auditor, who is appropriately qualified and is independent according to any criteria specified in the Superannuation Law;
- (e) Custodian, who has powers, discretions and authorities relating to holding the legal title and the custody of title, deeds and any documents of any nature whatsoever or relating to the custody of any part of the assets of the Fund provided that person is not prohibited from acting under the Superannuation Law; and
- (f) any other consultants, officers or attorneys as may be desirable for the proper management and administration of the Fund.

10.2 Removal

The Trustee may remove from office any person or company appointed to any position under this clause 10 and must remove such person or company when so required by the Superannuation Law.

Part 5 - Powers of Trustees

11 Investment powers of Trustees

11.1 Investment strategy

The Trustee must from time to time formulate and give effect to one or more investment strategies having regard to the Fund's circumstances provided that such investment strategies are formulated and effected in accordance with the Superannuation Law.

11.2 Power of investment

Subject to the Superannuation Law, the Fund's investment strategy and to clause 11.3, the Trustee has power, at the Trustee's absolute discretion, to invest the whole or any part of the Fund's assets, as if the Trustee was the absolute owner and beneficially entitled to those assets, in investments with full power to vary, replace or otherwise deal with any investments as fully and effectively as a person absolutely and beneficially entitled to dealing with their own property, including:

- (a) in the acquisition by original subscription, purchase or otherwise of debentures, debenture stock (whether secured or unsecured), secured or unsecured notes or other loan instruments of any corporation wherever situated or incorporated and payable or repayable in any currency and whether bearing interest or not;
- (b) in the acquisition by original subscription, purchase or otherwise of shares or stocks, whether ordinary, preferred, deferred, redeemable or otherwise and whether involving liabilities or not, of any corporation wherever situated or incorporated and expressed in any currency;
- (c) in the purchase of, or at interest on the security of, shares, stocks, funds, securities, land or other investment or property of any nature and wherever situated (other than an investment of a wasting or speculative nature) and whether income producing or not, whether fully or partly paid up and whether involving liabilities or not, or in loans on personal credit, with or without security, as the Trustee, in the Trustee's absolute discretion, thinks fit and to the intent that the Trustee has the same power in all respects;
- (d) in the acquisition by original subscription, purchase or otherwise of interests or rights, whether partly paid or not and whether involving liabilities or not, in corporations not having a share capital wherever situated or incorporated;
- (e) in the acquisition by original subscription, purchase or otherwise of securities of any country, state or territory for any period;
- (f) in the acquisition by original subscription, purchase or otherwise of securities of any statutory or municipal body, wherever situated and for any period;
- (g) in the acquisition by original agreement, purchase or otherwise of options and rights to take up shares or stock, whether ordinary, preferred, deferred, redeemable or otherwise, whether partly or fully paid and whether involving liabilities or not, of any corporation wherever situated or incorporated or to take up interests or rights, whether involving liabilities or not, in corporations not having a share capital wherever situated or incorporated;
- (h) in the acquisition by original subscription, purchase or otherwise of units or sub-units of any unit trust;

- (i) in the acquisition of any digital currency or digital asset;
- (j) in the acquisition by any means of land or interest in land of any tenure, improved or unimproved and wherever situated;
- (k) on loan to any person or deposit with any person, wherever situated, with or without security and for any period whatsoever;
- (l) on deposit with any Authorised Deposit Taking Institution for any period;
- (m) in erection of buildings or structures or the making of improvements on land with any tenure, whether improved or unimproved and wherever situated;
- (n) on any Policy or Annuity with an Insurer and any choses in action, interest for life or any lesser term or any reversion or otherwise arising and whether as original Policy holder or by assignment; and
- (o) in any other investments which the Trustee considers appropriate and which satisfy the Superannuation Law.

11.3 Power to hold investment in different names

Any investment may be held in the names that the Trustee determines from time to time including the name of a nominee (whether individual or corporation).

11.4 Disclosure of Trustee's interest in investment

The Trustee and any Director must disclose details of any interest in any investment in the manner prescribed by the Corporations Act and the Superannuation Law whenever they have a direct or indirect interest in the investment or may benefit directly or indirectly from it.

11.5 Specific investments

Subject to clauses 11.1 and 11.2, the Trustee may, with or without the consent of a Member or Beneficiary, make separate investments as the Trustee determines in respect of certain Members or Beneficiaries or certain classes of Members or Beneficiaries of the Fund or in respect of different classes for certain Members or Beneficiaries.

12 Trustee powers generally

12.1 General powers

Subject always to the Superannuation Law and without prejudice to the powers vested in the Trustee by this deed or otherwise, the Trustee has the following powers that may be exercised or not in the Trustee's absolute discretion:

- (a) to institute, conduct, defend, compound or abandon any legal proceedings by or against the Fund or the Trustee or otherwise concerning the affairs of the Fund and also to compound and allow time for payment or satisfaction of any debts due or of any claims or demands by or against the Fund;
- (b) to commence, carry on and defend legal proceedings in order to recover damages against any person arising out of any loss suffered by any Member or former Member or Beneficiary as a result of any negligence, default, remission, breach of duty or breach of the terms of this deed;
- (c) to carry on a business;

- (d) to refer any claims or demands by or against the Fund to arbitration and to observe and perform any awards arising from that arbitration;
- (e) to make and give receipts, releases and other discharges for money payable to the Fund and for the claims and demands of the Fund;
- (f) to open bank accounts (or accounts with non-bank financial institutions (NBFIs)) and to retain on current or deposit account at any bank (or NBFIs) any money that it considers proper and to make procedures for the operation of such bank accounts including the signing and endorsing of cheques;
- (g) to enter into a leasing arrangement with any person, including:
 - (i) a finance lease;
 - (ii) an operating lease; or
 - (iii) a hire purchase agreement;
- (h) to determine who is entitled to sign receipts, acceptances, endorsements, release, contracts and documents on the Fund's behalf;
- (i) to pay Benefits out of the Fund to a Member or a Dependant;
- (j) to decide who are Dependents for the purposes of this deed;
- (k) in case of the mental or physical ill health or incapacity of any person entitled to Benefits, to pay or apply all Benefits or any part of those Benefits to, or for the benefit of, that person and the Dependents of that person without being responsible for seeing to the application of payments under this clause 12.1(k) or payments made in the exercise of any other power vested in the Trustee by this deed;
- (l) to indemnify, give any guarantee or to undertake to indemnify or give any guarantee to any person, company, government or institution in respect of any claims, matters or things relating to the Fund or to the rights of Members, former Members or Beneficiaries in respect of the Fund provided that an indemnity or guarantee may only be provided to the extent that it is not limited by or contrary to the Superannuation Law;
- (m) to pay and advance out of the Fund all costs, expenses and outgoings (including Tax) of, and incidental to, the management and administration of the Fund;
- (n) to pay and advance out of the Fund the professional fees (if any) in respect of the provision of its services as Trustee of the Fund;
- (o) to take and act on the opinion of any legal practitioner, whether in relation to the interpretation of this deed or any other document or statute or as to the administration of the trusts declared under this deed, without being liable to any Member or his or her Dependents in respect of any act done by in accordance with that opinion;
- (p) to insure and keep insured as it thinks fit any liability of the Trustee (or, where the Trustee is a Constitutional Corporation, any of its Directors or officers) or the liability of the Fund to indemnify and reimburse the Trustee (or, where the Trustee is a Constitutional Corporation, any of its Directors or officers);
- (q) to insure or re-insure any risk, contingencies or liabilities of the Fund with any Insurer, mortgage insurance company or re-insurance company;

- (r) to provide a full or partial release to any person in respect of matters that have arisen or may arise in respect of the Fund;
- (s) to purchase an Annuity from an Insurer in order to provide all or a part of the Pension payable in respect of a Member and any such Annuity will be in the name of the Trustee or, if the Trustee determines, in the name of the Member or former Member;
- (t) to enter into any agreement or provide any notice or make any election or undertake any other action whether revocable or irrevocable which would or may have the effect of committing the Trustee to conduct the Fund at all times as a Complying Superannuation Fund;
- (u) to seek modifications of or exemptions from the application of the Superannuation Law to the Fund;
- (v) to accept Contributions and any Shortfall Component from any person authorised to make Contributions or pay the Shortfall Component in accordance with the Superannuation Law;
- (w) to borrow from any person, company, trust, government or institution on terms satisfactory to the Trustee and to the extent that it is not limited by or contrary to the Superannuation Law;
- (x) to give a charge over, or in relation to, an asset of the Fund on terms satisfactory to the Trustee and to the extent that it is not limited by or contrary to the Superannuation Law; and
- (y) to draw down any bill of exchange, promissory note or other negotiable instrument on terms satisfactory to the Trustee and to the extent that it is not limited by or contrary to the Superannuation Law.

12.2 Discretion of Trustee

Subject to any exceptions in the Superannuation Law and despite any other provision in this deed, no discretion under the rules of this Fund can be exercised by a person other than the Trustee, unless the Fund is a Self Managed Superannuation Fund.

12.3 Power of delegation

The Trustee may delegate to any person, or where there is more than one Trustee, to any one or more of the Trustees, any of the powers, duties and discretions conferred on the Trustee under this deed on such terms and conditions as the Trustee determines and the Trustee may vary, limit or revoke any such delegation provided that any such delegation must only be undertaken in accordance with the Superannuation Law.

12.4 Trustee's Powers and Compliance with the Superannuation Law

In relation to the Trustee's exercise of its powers, discretions and obligations under this deed, the Trustee:

- (a) may do anything that it is permitted to do or not restricted from doing under the Superannuation Law;
- (b) must do everything that it is required to do to comply with the Superannuation Law or with any direction by a Statutory Authority in relation to the Fund; and

must refrain from doing anything that would result in a breach of the Superannuation Law by the Trustee or the Fund.

13 Liability and indemnification of Trustee

13.1 Liability

The Trustee (and when the Trustee is a Constitutional Corporation, its Directors or officers) is not liable for:

- (a) any act, omission or mistake in connection with the exercise of its powers, duties or discretions vested by this deed or with the proper performance of its duties under this deed;
- (b) any losses or expenses incurred by the Fund due to the insufficiency or deficiency of any security in or upon which any of the money of the Fund is invested;
- (c) any loss or damage arising from the bankruptcy, insolvency or tortious acts of any person with whom any moneys or securities are deposited;
- (d) any loss suffered as a result of relying on any professional advice or assistance; or
- (e) any other loss, damage or misfortune whatever,

except where the Trustee or other relevant person fails to act honestly or intentionally or recklessly fails to exercise the degree of care and diligence that the Trustee or other relevant person is required to exercise, or incurs a monetary penalty in respect of an administrative penalty or a civil penalty order under the Superannuation Law.

13.2 Indemnity

- (a) Subject to clause 13.2(b), the Trustee (and when the Trustee is a Constitutional Corporation, its Directors or officers) is indemnified and has, subject to the Superannuation Law, a lien on the Fund for its indemnity against all liabilities incurred by the Trustee or other relevant person through any act, omission or mistake in connection with the exercise of the powers, duties and discretions vested in them under this deed or in the proper performance of their duties under this Deed.
- (b) Where the Trustee or other relevant person fails to act honestly or intentionally or recklessly fails to exercise the degree of care and diligence that the Trustee or other relevant person is required to exercise, or incurs a monetary penalty in respect of an administrative penalty or a civil order under the Superannuation Law, the indemnity in clause 13.2(a) does not apply.

13.3 Limitation of liability clause

This clause 13 only operates to exempt a person from liability and provide an indemnity to the extent that the exemption from liability or provision of indemnity would not be limited by or inoperative under the Superannuation Law.

Part 6 - Accounts of the Fund

14 Trustee to open Accounts

The Trustee has the power to open and operate the Accounts.

15 Accumulation Account

15.1 Establishment

The Trustee must establish an Accumulation Account in respect of each Member or Beneficiary.

15.2 Amounts to be credited

The Trustee may (or must) credit all amounts that are permitted (or required) by this deed and the Superannuation Law to be credited to the Accumulation Account, including:

- (a) Contributions;
- (b) the portion of the Earnings (if positive) that the Trustee determines in accordance with clause 17.4;
- (c) amounts received by transfer from Approved Benefit Arrangements;
- (d) proceeds of any Policy or Annuity attributable to the Member;
- (e) any Financial Assistance received by the Fund that is attributable to the Member;
- (f) any amounts transferred or Allotted from other Accounts;
- (g) any Levy or Shortfall Component paid in respect of the Member; and
- (h) any other amounts as the Trustee determines and that are permitted by the Superannuation Law.

15.3 Amounts to be debited

The Trustee may (or must) debit all amounts that are permitted (or required) by this deed and the Superannuation Law to be debited to the Accumulation Account, including:

- (a) Benefits paid to Members or Beneficiaries;
- (b) the portion of the Earnings (if negative) that the Trustee determines in accordance with clause 17.4;
- (c) amounts transferred to Approved Benefit Arrangements;
- (d) any Tax calculated in accordance with clause 24 attributable to the Member for whom the Accounts or Account has been established;
- (e) any amounts transferred or Allotted to other Accounts;
- (f) any costs or expenses attributable to the Member including the cost of any Policies effected by the Trustee in respect of the Member; and

- (g) any other amounts as the Trustee determines and are permitted by the Superannuation Law.

16 Pension Account

16.1 Establishment

Where the Trustee determines to pay all or any of the Benefits to the Member as a Pension, the Trustee must establish a Pension Account in respect of the Member.

16.2 Amounts to be transferred

The Trustee must transfer to the Pension Account assets of the Fund or amounts as are determined in accordance with this deed which the Trustee believes are necessary in order to provide the Member's Benefit as a Pension.

16.3 Amounts to be credited

The Trustee may credit to the Pension Account the portion of the Earnings (if positive) as the Trustee determines in accordance with clause 17.4, and any other amounts as the Trustee determines and that are permitted by the Superannuation Law.

16.4 Amounts to be debited

The Trustee may debit all amounts that are required or permitted by this deed and the Superannuation Law to be debited to the Pension Account, including:

- (a) Benefits to be debited to the Pension Account paid to Members or Beneficiaries;
- (b) the portion of the Earnings (if negative) that the Trustee determines in accordance with clause 17.4; and
- (c) any other amounts as the Trustee determines and that are permitted by the Superannuation Law.

17 Income Account

17.1 Establishment

The Trustee must establish an Income Account for the Fund.

17.2 Amounts to be credited

The Trustee must credit the Income Account with amounts that are required by this deed and the Superannuation Law, including the Earnings (if positive) determined in accordance with clause 17.4 and any proceeds from Policies or Financial Assistance not credited to any other Account.

17.3 Amounts to be debited

The Trustee must debit the Income Account with all amounts that are required by this Deed and the Superannuation Law including:

- (a) any amounts required under clause 21(b);
- (b) any losses on sale of investments;

- (c) any Tax or Levy not attributed to a Member Account; and
- (d) the cost of any Policy not credited to a Member Account.

17.4 Trustee to determine Earnings and Fund Earning Rate

At the end of each Fund Year or at any other time as the Trustee considers it appropriate or as the Superannuation Law requires, the Trustee must determine:

- (a) the Earnings of the Fund in respect of the period since the previous determination, and
- (b) the Fund Earning Rate.

17.5 Distribution of Earnings

Subject to clauses 18 and 20 and the Superannuation Law, the Fund Earning Rate determined under clause 17.4 must be used to determine, at the Trustee's discretion, the proportion of the Earnings to be credited or debited from the Income Account to other Accounts, including Member Accounts, Pension Accounts or Reserve Accounts.

17.6 Trustee to notify Members

The Trustee must notify the Members of the basis of the calculation of the Fund Earning Rate when required to do so by the Statutory Authority or the Superannuation Law.

18 Fluctuation Account

18.1 Establishment

The Trustee may establish a Fluctuation Account.

18.2 Transfers to Fluctuation Account

The Trustee must transfer any amount remaining in the Income Account after distribution of Earnings under clause 17.5 to the credit of the Fluctuation Account.

18.3 Separation of Account moneys

Amounts credited to the Fluctuation Account do not form part of any Member Account and any income earned by the Fund on the moneys held in the Fluctuation Account must be credited to the Fluctuation Account.

18.4 Use of Fluctuation Account

Subject to the Superannuation Law, the Fluctuation Account may be used:

- (a) as part of a reserving strategy to stabilise investment earnings;
- (b) to supplement the Fund Earning Rate;
- (c) to pay any Tax; and
- (d) to provide for any contingencies the Trustee decides to provide for.

18.5 Adjustment of Member Account

The Trustee may make, in its discretion and in accordance with the Superannuation Law, adjustments to the credit of a Member Account to reflect the Fund Earning Rate applying at the date of payment.

19 Reserve Accounts

Subject to the Superannuation Law, the Trustee may establish and maintain one or more Reserve Accounts and operate Reserve Accounts for any purpose that it may specify from time to time, including for the purpose of separating:

- (a) assets funding a Pension from assets that are needed for solvency reasons as instructed by an Actuary or as otherwise determined by the Trustee;
- (b) assets funding a Pension into various classes to comply with the rules of the relevant Pension or to obtain favourable taxation treatment; or
- (c) some assets of the Fund from other assets to establish any other type of reserve account permitted by the Superannuation Law.

20 Specific investments

20.1 Recording of specific investments

Where the Trustee invests separately in respect of certain Members or Beneficiaries in accordance with clause 11.5, the Trustee must record on whose behalf the specific investments are made for the purposes of determining allocations to the Member Account.

20.2 Allocation of Earnings and costs for specific investments

The Member Account of the relevant Member or Beneficiary must be:

- (a) credited with any income and profit; and
- (b) debited with any costs, charges or Tax

in proportions applicable to any specific investment made under clause 20.1, in accordance with the Superannuation Law.

21 Valuation of Fund

At the end of each Fund Year or at such other time as the Trustee considers it appropriate or as the Superannuation Law requires, the Trustee must:

- (a) make a valuation of all of the assets of the Fund (including the value of any Policy held by the Fund);
- (b) transfer any surplus or deficiency in the valuation of assets, other than specific investments in accordance with clause 20.1, to the Income Account; and
- (c) ensure that the records and Accounts of the Fund reflect the valuation of each asset.

Part 7 - Record Keeping

22 Records, Reports and Audit

22.1 Trustee obligations

The Trustee must:

- (a) keep accounts and issue receipts in respect of all money and any other assets received into and disbursed from the Fund and of all dealings in connection with that money or assets;
- (b) collect and promptly pay all money due to or received on behalf of the Fund to the credit of an account in the name of the Fund kept with a bank, building society, or other financial institution or into a trust account of a solicitor, accountant, investment manager or administration manager;
- (c) pay all premiums to Insurers that are required to maintain any Policies or Annuities;
- (d) keep and retain in safe custody all records, books, accounts, minutes, reports and other documentation for the period that the Superannuation Law requires;
- (e) prepare and lodge all documents that the Superannuation Law requires to be lodged;
- (f) ensure the Fund is audited at the end of each Fund Year or at such other time as is required by the Superannuation Law and ensure that the Auditor provides all certificates that are required by the Statutory Authority in accordance with the Superannuation Law;
- (g) once in each Fund Year, report on the affairs of the Fund to the Member in any form that the Superannuation Law requires;
- (h) produce any books or information relating to the Fund and make suitable arrangements for access to premises where the books or information are kept for the purposes of inspection in accordance with the Superannuation Law; and
- (i) record against a Member's Benefit or Benefit Entitlement, a Payment Flag that has been validly served on the Trustee in accordance with the Superannuation Law until the time when it is validly lifted.

22.2 Provision of information

The Trustee must provide any information or documentation required by the Superannuation Law to:

- (a) Employers;
- (b) the Statutory Authority;
- (c) the Actuary;
- (d) the Auditor;
- (e) Members; and
- (f) any other persons specified in the Superannuation Law.

22.3 Information and documents for Tribunal

The Trustee must do all things necessary to comply with its obligations to the Tribunal under the *Superannuation (Resolution of Complaints) Act 1993 (Cth)*.

22.4 Directions of Statutory Authority

The Trustee must comply with any direction or requirement of the Statutory Authority or Tribunal in relation to the Fund including:

- (a) the acceptance of Contributions into the Fund;
- (b) the disposal of assets of the Fund;
- (c) the appointment of an investigator to the Fund; and
- (d) the conduct of an investigation into the Fund.

Part 8 - General matters

23 Policies of insurance

23.1 Member Policies

The Trustee may, in its absolute discretion, effect Policies with an Insurer and may secure the Benefit of a Member by means of an individual Policy or Policies or a group Policy or Policies or partly in one and partly in another.

23.2 Member may request a specific Policy

Where a Member requests in writing the Trustee to effect a Policy of a specified type in respect of the Member, the Trustee must effect that Policy, except if it is of the opinion that the Policy is not in the best interests of the Member or the Dependants of the Member and provided that the Member has not in writing withdrawn, cancelled or altered the Member's original request.

23.3 Trustee to effect Policy if required

If the Trustee has informed a Member that a Policy of a specified type will be effected in respect of a Member, the Trustee must effect the Policy except if the Member has requested the Trustee in writing not to effect that Policy.

23.4 Premiums

Any premiums for a Policy effected may, if the Trustee considers it appropriate and is otherwise permitted by the Superannuation Law, be debited to an Insured Member's Accumulation Account, a Pension Account or a Reserve Account.

23.5 Limitation on liability of Trustee

Where a Trustee is not required to exercise the power to effect a Policy or Policies, the Trustee is not responsible or liable to a Member, a Member's Legal Personal Representative or Dependant if the Trustee determines not to exercise the power to effect that Policy or those Policies.

24 Payment of Tax and Levies

24.1 Deduction of Tax on Benefit

The Trustee must deduct from any Benefit payable to any Member or Beneficiary under this deed any Tax required to be deducted from it.

24.2 Tax on Contributions and Shortfall Components

The Trustee or any other appropriate organisation (with the agreement of the Trustee) may deduct any Tax payable in relation to a Contribution or Shortfall Component prior to the Contribution or Shortfall Component being credited to the Accumulation Account of the Member.

Part 9 - Membership of the Fund

25 Membership

25.1 Eligibility for Membership

- (a) The Trustee may admit any person who applies for membership in the Fund provided that his or her admission would not cause the Fund to breach the Superannuation Law.
- (b) If the Trustee accepts a person's application for Membership, the person will become a Member from the date and on the terms and conditions as the Trustee may, in its absolute discretion, determine.

25.2 Application for Membership

Each application for Membership is to be made by the relevant applicant in any form as the Trustee may from time to time approve.

25.3 Admission to Membership without application

The Trustee may, subject to Superannuation Law, admit a person as a Member even though he or she has not applied for membership in accordance with clauses 25.1 and 25.2.

25.4 Members and Beneficiaries to provide information

Each applicant for Membership and any Beneficiary must whenever requested by the Trustee supply all information that the Trustee deems necessary for the purposes of any investigations in connection with the Fund.

25.5 Trustee may amend or alter Benefits

Where the Trustee is or becomes aware that the information provided under clause 25.4 is incorrect or misleading or that any relevant information has been deliberately withheld, the Trustee may, in its absolute discretion, alter or amend the Benefits to amounts which would have been determined had full and accurate information been supplied.

25.6 Member bound by deed

Each Member is deemed to have consented to be bound by the provisions of this deed by virtue of his or her application for Membership.

25.7 Member to be medically examined

For the purposes of effecting, increasing or otherwise varying any Policy or Annuity, the Trustee may require a Member, or any person who has applied to become a Member, to take any steps that are required for those purposes to the satisfaction of the Insurer, including:

- (a) being medically examined;
- (b) submitting other evidence of health; or
- (c) providing proof of age.

25.8 Refusal to be medically examined

If any Member or person who has applied to become a Member refuses or omits to:

- (a) take any step reasonably required under clause 25.7;
- (b) do anything which would or might prejudice the relevant Policy or Annuity; or
- (c) do anything which would or might result in some or all of the relevant Policy money not becoming payable,

the Trustee may adjust the Benefit to be provided by the Fund for and in respect of that Member or person as the Trustee considers appropriate.

26 Membership notification requirements

26.1 Product Disclosure Statements

The Trustee must give to all new Members a Disclosure Document containing information and details relating to the Fund that are required by the Superannuation Law.

26.2 Disclosure and reporting requirements

The Trustee must provide annually to Members, former Members and Beneficiaries, all information in writing and copies of accounts, records and documents of the Fund that are required by the Superannuation Law.

26.3 Former Member notices

- (a) The Trustee must give to former Members or their Legal Personal Representatives a written statement containing all information and details relating to the Benefits of the former Members that the Superannuation Law requires to be provided.
- (b) No Member or Dependent of a Member is entitled to obtain information or details on the operation of the Fund or on any matter which may relate to the conduct of the Fund which, in the opinion of the Trustee, would be inappropriate to disclose other than as provided for in this clause 26.

26.4 Inspection of deed and other Documents

- (a) A copy of this deed or any other documents required by the Superannuation Law to be made available for inspection must be made available for inspection by any Member or Beneficiary on the request of that Member or Beneficiary.
- (b) Unless otherwise required by the Superannuation Law, it is sufficient for this clause 26.4 to make a copy of this deed or other documents available to the Member or Beneficiary for inspection at the office of the Trustee or at the place of business of an Individual Trustee during hours when that office or business is open.

26.5 Meetings and Members

The Trustee must notify the Members from time to time of the manner, time and place in which meetings of the Members of the Fund held in accordance with the provisions of the Superannuation Law and for the purposes of this deed are to be called and conducted.

27 Ceasing to be a Member

A Member ceases to be a Member of the Fund on the first of the following to occur:

- (a) the Trustee determines that the Member has been paid all of his or her Benefit from the Fund;
- (b) where the Member dies, the Trustee determines that the deceased Member's Benefit has been paid to the deceased Member's dependants or Legal Personal Representative;
- (c) the Trustee determines that the Member's continued membership would cause the Fund to cease complying with the Superannuation Law; or
- (d) the Trustee determines, on reasonable grounds, that the Member should cease to be a Member.

Part 10 - Contributions to the Fund

28 Contributions to the Fund

28.1 Eligibility to make Contributions

Subject to the consent of the Trustee and the provisions of clause 29, Contributions to the Fund may be made by a Member, an Employer or any other Permitted Entity.

28.2 Amount of Contributions

Subject to the provisions of clause 29 and the Superannuation Law, the Trustee may accept amounts by way of Contributions that are:

- (a) determined from time to time by each contributor; or
- (b) deemed or permitted to be made under the Superannuation Law.

28.3 Superannuation Guarantee legislation

Where the Trustee accepts Contributions in accordance with the Guarantee Act, the Trustee must provide all certificates, reports and other information that the Guarantee Act requires to be provided.

29 General provisions concerning Contributions

29.1 Form of Contribution

A Contribution made under this Part 10 may be made either in cash or by transfer of an asset or assets provided that the assets transferred are authorised investments and are transferred on the terms and conditions provided under the Superannuation Law and the acquisition of the assets is not prohibited by the Superannuation Law.

29.2 Obligations to contribute

- (a) Subject to the requirements of the Superannuation Law and in the absence of any agreement to the contrary, no Member, Employer or Permitted Entity is under any obligation to make a Contribution to the Fund in respect of any Fund Year.
- (b) Subject to the Superannuation Law, a Member may remain a Member of the Fund even if no Contributions are made in respect of that Member for any Fund Year.

29.3 Limitation on commencing Contributions

The Trustee must not accept Contributions to the Fund by or in respect of a Member if acceptance of the Contribution would contravene the Superannuation Law or this deed.

29.4 Limit on Contributions

The Trustee must not accept any Contributions or Shortfall Component if:

- (a) the Contributions are not otherwise authorised to be made, or are in excess of the amount of Contributions that can be made, on the Member's behalf by the Superannuation Law;

- (b) acceptance of the Contribution or Shortfall Component would prevent the Fund from qualifying as a Complying Superannuation Fund; or
- (c) the Statutory Authority directs the Trustee not to accept any Contributions or any Shortfall Component in accordance with the Superannuation Law.

29.5 Ineligible Contributions

If any Contribution or Shortfall Component is accepted by the Fund in breach of the provisions of this Part 10, the Trustee must refund such Contribution or Shortfall Component as required by the Superannuation Law, less any:

- (a) Tax payable, or amounts which the Member has validly authorised the Trustee to pay, to the Statutory Authority;
- (b) charges which an Insurer may have made in respect of any extra cover which it has provided in relation to those Contribution or Shortfall Components; and
- (c) reasonable administration charges,

and the Trustee must debit the Member's Account accordingly.

29.6 Contributions Splitting

- (a) This clause 29.6 does not apply to a Benefit:
 - (i) that is subject to a Payment Split; or
 - (ii) on which a Payment Flag is operating.
- (b) Subject to the Superannuation Law, an Applicant may, in a Financial Year, apply to the Trustee in writing in such form (if any) as the Trustee may require to roll over, transfer out of the Fund or Allot an amount of the Applicant's Benefits, for the benefit of the Spouse of the Applicant, that is equal to an amount of the Splittable Contributions made by, for, or on behalf of the Applicant in:
 - (i) the previous Financial Year; or
 - (ii) the Financial Year in which the application is made provided that the entire Benefit of the Applicant is to be rolled over or transferred in that Financial Year.
- (c) Subject to the SIS Regulations, an application under clause 29.6(b) is invalid:
 - (i) if in the Financial Year in which it is made:
 - (A) the Applicant has already made an application in respect of the relevant Financial Year; and
 - (B) the Trustee is:
 - (1) considering the application; or
 - (2) has given effect to the application; or
 - (ii) if the amount of any Benefits that the application relates to exceeds the Maximum Splittable Amount; or
 - (iii) subject to clause 29.6(d), if the Spouse of the Applicant is aged:

- (A) 65 years or more; or
 - (B) between the relevant Preservation Age and 65 years and satisfies item 101 in schedule 1 of the SIS Regulations.
- (d) Despite clause 29.6(c)(iii), an application is not invalid under that clause if the application includes a statement by the Applicant's Spouse that the Spouse is aged:
- (i) between the relevant Preservation Age and 65 years, and does not satisfy item 101 in schedule 1 of the SIS Regulations; or
 - (ii) less than the relevant Preservation Age.
- (e) The Applicant must specify, in the application, the amount from his or her:
- (i) Taxed Splittable Contributions;
 - (ii) Untaxed Splittable Contributions; or
 - (iii) both,
- that the Applicant seeks to split for the benefit of his or her Spouse.
- (f) The Trustee may at its discretion accept an application made under clause 29.6(a) if:
- (i) the application complies with clauses 29.6(a) to 29.6(e); and
 - (ii) the Trustee has no reason to believe that the statement referred to in clause 29.6(d) is untrue; and
 - (iii) the amount that the application relates to does not exceed the Maximum Splittable Amount for the relevant Financial Year.
- (g) Where the Trustee accepts an application under this clause 29.6, the Trustee must as soon as practicable, and in any case within 90 days after receiving the application, roll over or transfer to an Approved Benefit Arrangement or Allot the amount of the Splittable Contribution that is the subject of the application for the benefit of the Applicant's Spouse.
- (h) Before the Trustee Allots any amount under clause 29.6(g) for the benefit of the Spouse:
- (i) the Trustee must ensure that the requirements of clause 9.2 are satisfied where the Fund is a Self Managed Superannuation Fund; and
 - (ii) either, the Spouse must:
 - (A) be a Member; or
 - (B) apply to become and be accepted as a Member.
- (i) Subject to the Superannuation Law, if an Applicant requests a split of:
- (i) his or her Untaxed Splittable Contributions, the Trustee can only give effect to the application where the amount specified in the application is less than or equal to the Non Concessional Contributions that would form part of any Superannuation Lump Sum that would be payable if the Applicant withdrew his or her entire Benefits on or before 5 April 2007; or
 - (ii) his or her Taxed Splittable Contributions, the Trustee can only give effect to the application where the amount specified in the application is less than or equal to the Concessional Contributions that may be split under the Superannuation Law that would form part of any Superannuation Lump Sum

that would be payable if the Applicant withdrew his or her entire Benefits at the time the Trustee gave effect to the application.

29.7 Fund capped Contributions

- (a) Despite any other provision of this deed, the Trustee, having made all reasonable inquiries, must not accept any Contributions in a financial year in respect of a Member (excluding Employer Contributions required under Superannuation Law) that would cause the Member to exceed his or her Contributions Caps.
- (b) If a Trustee receives an amount to which clause 29.7(a) applies, the Trustee must return the amount to the person that paid the amount within 30 days of becoming aware that the amount is an amount to which clause 29.7(a) applies, unless a valid notice under section 290-170 of the Taxation Act is received by the Trustee within 30 days of that amount being received by the Trustee.
- (c) Any increase or decrease in the value of the amount to be returned by the Trustee under clause 29.7(b) as determined in the Trustee's sole discretion may be taken into account by the Trustee in determining the amount that must be returned.

30 Transfers from and to Approved Benefit Arrangements

30.1 Transfers from Approved Benefit Arrangements

Subject to clause 30.2, the Trustee may make any arrangements as it thinks fit with any Member or the trustee of any Approved Benefit Arrangement to transfer any assets to the Fund and may also make arrangements about any other matter which is incidental to, or consequent on, the admission of that Member to the Membership of the Fund.

30.2 Payment of Benefits deferred

If the Approved Benefit Arrangement from which assets are to be transferred is one in which the payment of Benefits is required by Superannuation Law to be deferred until the attainment of a particular age or until the occurrence of a specified event, then the Member is not entitled to receive from the Fund any part of the Benefits that is attributable to those assets at a date earlier than the date on which that Member would have been entitled to receive those Benefits from the transferring Approved Benefit Arrangement.

30.3 Transfers to Approved Benefit Arrangements

The Trustee may:

- (a) if requested by the Member, in lieu of part or all of any other Benefit that the Member may be entitled to under this deed, transfer to the trustee of another Approved Benefit Arrangement a portion of the assets of the Fund that the Trustee, in its discretion, determines does not exceed the amount that the Trustee considers equivalent in value to the Benefit being provided to the Member to the extent that it has accrued;
- (b) transfer a Benefit which has become payable to a Member to an Approved Benefit Arrangement selected by the Trustee where a Member has not provided instructions to the Trustee on the payment or transfer of the Benefit within a reasonable period of the Benefit first becoming payable;
- (c) transfer some or all of any amount which is the subject of an application by a Member under clause 29.6 that has been accepted by the Trustee to the trustee of an Approved Benefit Arrangement; and

- (d) transfer any other asset or amount in the Fund that it approves, including any reserves, surplus or unallocated amounts in the Fund, to another account or reserve in the Fund or to another Approved Benefit Arrangement.

30.4 Roll overs

The Trustee may, on receiving a written election or application from a Member to:

- (a) pay all or any of the Benefit of that Member in the Fund to any Approved Benefit Arrangement or back into the Fund in a manner permitted by the Superannuation Law;
- (b) roll over an amount which is the subject of an application by a Member under clause 29.6 that has been accepted by the Trustee to the trustee of an Approved Benefit Arrangement; or
- (c) retain or apply all or any of the Benefit of that Member within the Fund in a manner permitted by the Superannuation Law,

pay, apply or retain the Benefit in accordance with that election or application.

30.5 Trustee to protect Preservation on roll over

Where a Member or former Member has a Preserved Payment Benefit in the Fund which forms part of the amount transferred or rolled over to an Approved Benefit Arrangement, the Trustee must ensure that the governing rules of the Approved Benefit Arrangement provide for the amount of the Preserved Payment Benefit to be preserved and vested in accordance with the Superannuation Law.

Part 11 - Benefits

31 Types of Benefits

31.1 Benefit Entitlement

Where a Member becomes entitled to a Benefit in accordance with this deed and the Superannuation Law and there are no cashing restrictions that apply to that Benefit under Superannuation Law, the Member may elect in writing to the Trustee to be paid the Benefit in one or more of the forms permitted under the Superannuation Law including:

- (a) one or more lump sums;
- (b) one or more Income Streams; or
- (c) any other form of Benefit permissible under the Superannuation Law,

but an election is not binding on the Trustee.

31.2 Election

Unless the Trustee otherwise agrees, the election provided by the Member for the purposes of clause 31.1 must:

- (a) be in writing;
- (b) state the amount to be paid;
- (c) state the extent to which the amount is to be paid as any one or more types of Benefit permitted to be paid by this deed and the Superannuation Law; and
- (d) be provided to the Trustee before the Benefit commences to be paid to the Member.

31.3 Benefit Entitlement - with cashing restrictions

Subject to the Superannuation Law, where a Member becomes entitled to a Benefit in accordance with clauses 36 or 37, and there are cashing restrictions that apply to that Benefit under the Superannuation Law, the Trustee must pay that Benefit in accordance with the applicable cashing restrictions.

31.4 Transfer of Policy as Benefit

Where a Member or a Beneficiary is entitled to be paid a Benefit and that Benefit includes any interest in a Policy of any kind on the life of the Member or Beneficiary, the Trustee may transfer the relevant Policy to the Member or Beneficiary or to the Dependants.

31.5 Transfer of assets as Benefit

The Trustee may, with the consent of a Member or Beneficiary to whom a Benefit is payable, transfer assets of the Fund of an equivalent value to that Member or Beneficiary in lieu of paying the whole or any part of the amount otherwise payable under the provisions of this deed.

32 Preservation

The Trustee must Preserve amounts of Contributions in respect of Members or Beneficiaries on the terms and conditions that are required by the Superannuation Law.

33 Payment of Unrestricted Non Preserved Amount

Despite any other provisions in this deed which may be construed to the contrary and subject to the Superannuation Law:

- (a) a Member may elect at any time to withdraw the whole or any part of the Unrestricted Non Preserved Amount of that Member by giving notice to the Trustee in the form and manner that the Trustee may determine from time to time; and
- (b) the minimum Unrestricted Non Preserved Amount which may be withdrawn by a Member under clause 33(a) will be determined by the Trustee and notified to Members of the Fund.

34 Payment of additional Benefits

In circumstances where a Member ceases to be a Member of the Fund, the Trustee may determine to pay, in addition to amounts otherwise payable under this deed, any part of the Fluctuation Account, which the Trustee considers equitable, to the Member's Accumulation Account for purposes of payment of a Benefit.

35 Retention of Benefit in Fund

Where a Member or Beneficiary does not require Benefits to be paid immediately, the Trustee may, in its absolute discretion, retain all or any part of any Benefit payable under this Part 11 in the Fund until the Member or Beneficiary entitled to the Benefit requests that the Benefit is paid to that Member or Beneficiary or until they are required to be paid under the Superannuation Law or this deed.

36 Compulsory payment of Benefits

The Trustee must pay a Member's Benefits as soon as practicable after:

- (a) the Member dies; or
- (b) payment of the Benefit is required in accordance with the provisions of this Deed or the Superannuation Law.

37 Voluntary payment of Benefits

Subject to the Superannuation Law, a Member may elect to receive a Benefit on or after the occurrence of any of the following events:

- (a) if the Member Retires from Gainful Employment;
- (b) if the Member suffers Permanent Incapacity;
- (c) if the Member suffers Temporary Incapacity;
- (d) if the Member being a temporary resident permanently departs Australia in circumstances described in the SIS Regulations, including regulation 6.20A or 6.20B, and requests in writing the release of his or her Benefits;

- (e) if the Member's Gainful Employment with an employer who had, or any of whose associates had, at any time, contributed to the Fund in relation to the Member is terminated;
- (f) if the Member suffers Severe Financial Hardship;
- (g) if the Member attains age 65;
- (h) the Trustee determines that some or all of the Member's Benefit may be released on Compassionate Grounds;
- (i) if the Member attains Preservation Age;
- (j) if the Member has a Terminal Medical Condition; or
- (k) any other condition of release permitted by the Superannuation Law.

38 Pension Benefit

The following provisions apply to the payment of a Pension:

- (a) where the whole or part of a Member's Benefit is payable in the form of a Pension, the Trustee may, subject to the Superannuation Law, provide a Benefit to the Member as any one or more types of Pension permitted by the Superannuation Law;
- (b) subject to the Superannuation Law, where the whole or part of a Member's Benefit is payable in the form of a Pension, the Trustee must provide that Pension in accordance with the governing rules of the Fund (including this deed), trustee resolutions or any pension agreement;
- (c) all relevant provisions prescribed by the Superannuation Law with which the Fund or the Trustee must comply in respect of a Pension shall apply to the Pension including any condition, standard or requirement of the Superannuation Law which is required to be satisfied in order for the Pension to qualify as a pension (or as a particular type of pension) under the Superannuation Law;
- (d) where an instalment of Pension is payable in respect of a Member and the amount standing to the credit of the Member's relevant Pension Account is less than the instalment payable, the lesser amount must be paid and the Trustee's liability in respect of the payment of the Pension is discharged; and
- (e) despite any other provisions of this clause 38, where a Benefit is payable as a Pension, the Trustee may at its discretion apply an amount representing the capital value of that Benefit in the purchase of an Annuity in its name and may arrange for payments to be made directly to the Member but may assign the Annuity to the Member if requested to do so and if permitted to do so under the Superannuation Law.
- (f) A Pensioner may, at any time whether before or after the commencement of a Pension, nominate a Reversionary Beneficiary to continue receiving the Pension following the death of the Pensioner.
- (g) Despite any other clause of this deed but subject to clause 45(d) and the Superannuation Law, where a Member requests that the Trustee continues to pay a Pension to a Reversionary Beneficiary following the Member's death, the Trustee must act in accordance with the request and the Pension will automatically continue to be paid to the nominated Reversionary Beneficiary following the death of the Member provided the payment is permitted by the Superannuation Law.

39 Reduction of Member's Benefit

39.1 Reduction in Member's Benefit by amounts owed to Employer

Despite any other provision of this deed, the Member's Benefit may, in the Trustee's absolute discretion, be reduced by:

- (a) all amounts, whether actual or contingent, owing by the Member to an Employer or to the Trustee at the time when the Benefit becomes payable or applicable in accordance with this deed or the Superannuation Law;
- (b) the amount of any loss incurred by an Employer in consequence of the Member's proven fraud, dishonesty, misconduct or negligence; or
- (c) the amount of any costs of all proceedings, civil or criminal, incurred by an Employer in attempting to recover any amount owing by the Member to the Employer or in respect of his or her proven fraud, dishonesty, misconduct or negligence,

provided that this clause 39 must not be relied on to reduce the Member's Benefit below the amount required in accordance with the Superannuation Law to be vested in the Member.

39.2 Evidence of amounts owed to Employer

Subject to the Superannuation Law, a written statement signed by an Employer and given to the Trustee that:

- (a) specifies the amount owing by a Member to the Employer or the amounts of any loss or costs incurred by the Employer in respect of the relevant Member; and
- (b) requests that the Member's Benefit is reduced by that amount,

will be sufficient authority to the Trustee to reduce the extent of the Member's Benefit by the specified amount.

39.3 Payment of amounts to Employer

On receipt of a written statement under clause 39.2, the Trustee is entitled to pay to the relevant Employer all amounts actually owing or incurred as specified in the relevant statement and is entitled to retain any amount contingently owing pending the occurrence or non occurrence of the contingency.

40 Statement of Unclaimed Benefits

The Trustee must give to the Statutory Authority a statement of Unclaimed Benefits and must pay any Unclaimed Benefits to the Statutory Authority at the time and in the manner as is required by the Superannuation Law.

41 Limitation on payment

Despite any other provision in this deed, the Trustee must not pay any Benefits to Members, Dependants or Beneficiaries if any such payment would cause the Fund to breach the Superannuation Law.

42 Forfeited Benefits

42.1 Forfeiture

Benefits payable out of the Fund must, subject to the Superannuation Law, be forfeited if:

- (a) without the prior approval of the Trustee, the Member or Beneficiary purports to assign, alienate or charge all or any part of those Benefits; or
- (b) required under the Bankruptcy Act.

42.2 Application of forfeited money

The whole of the Benefits forfeited by a person under clause 42.1 must be applied by the Trustee for the benefit of a Member and his or her Dependants or for any one or more of them as the Trustee, in its absolute discretion, determines.

42.3 Forfeiture Account

The Trustee has power at any time to establish a Forfeiture Account of the Fund and must transfer to the credit of the Forfeiture Account any amounts forfeited pursuant to the reasons above or otherwise forfeited in accordance with this deed or the Bankruptcy Act.

42.4 Treatment of money in Forfeiture Account

While any money is held in the Forfeiture Account, that money does not form part of any other Account and any income derived by the Fund in respect of money held in the Forfeiture Account must be credited to the Forfeiture Account.

42.5 Unclaimed Benefits Account

The Trustee is, subject to the Superannuation Law, entitled to treat as unclaimed and to forfeit and transfer to the Unclaimed Benefits Account, any money in the Fund standing to the credit of any Member whose whereabouts are unknown to the Trustee and if, after making such enquiries as the Trustee deems appropriate, the Trustee is unable to positively trace any person entitled to the benefit of that money.

43 Death Benefit Nominations

43.1 Non Binding Death Benefit Nomination

A Member may at any time make a Non Binding Death Benefit Nomination designating one or more Dependants or Legal Personal Representatives as a Nominated Beneficiary of any Benefit payable by the Trustee on or following the death of the Member, provided that:

- (a) a Member wishing to designate a Nominated Beneficiary may do so by providing a written notice to the Trustee in any form as approved by the Trustee from time to time; and
- (b) subject to the Superannuation Law, a Non Binding Death Benefit Nomination is not binding on the Trustee.

43.2 Binding Death Benefit Nomination

- (a) A Member wishing to make a Binding Death Benefit Nomination must make that Binding Death Benefit Nomination in a form that:

- (i) is in writing and states that the document is a Binding Death Benefit Nomination;
 - (ii) is signed and dated by the Member in the presence of two witnesses, each of who is:
 - (A) a person who has turned 18 years; and
 - (B) not a person mentioned in the notice; and
 - (iii) contains a declaration signed and dated by the two witnesses stating that the Binding Death Benefit Nomination was signed by the Member in their presence.
- (b) A Member may nominate in a Binding Death Benefit Nomination :
- (i) the person or persons to whom their Benefit must be paid so long as that person or each of those persons are a Legal Personal Representative or Dependant of the Member;
 - (ii) the proportions in which the Benefit will be paid to that person or each of those persons; and
 - (iii) the manner in which those benefits must be paid to the person or each of those persons.
- (c) A Binding Death Benefit Nomination may be confirmed, amended or revoked at any time by the Member and will otherwise be effective until revoked.
- (d) A Binding Death Benefit Nomination may be revoked by making a later valid Binding Death Benefit Nomination or by otherwise revoking it by notice in writing given to the Trustee.

44 Payment of death benefits

44.1 Application

This clause 44 applies to a Member's Benefit that is payable under clause 36(a) on or following the death of a Member.

44.2 Payment if Non Binding Death Benefit Nomination

Subject to clauses 44.3 and 38(g) and the Superannuation Law, on or following the death of a Member, if that Member had made one or more Non Binding Death Benefit Nomination, any Benefit payable in respect of that Member may be paid or applied in accordance with clause 44.6 to:

- (a) one or more of the Nominated Beneficiaries (if any) designated in the most recent Non Binding Death Benefit Nomination made by that Member;
- (b) other Dependants of that Member and in such proportions as the Trustee, in its absolute discretion, determines; or
- (c) one or more of the Legal Personal Representatives of that Member.

44.3 Payment if Binding Death Benefit Nomination

Subject to clauses 45 and 38(g), if a Member made a valid Binding Death Benefit Nomination, any Benefit payable on or following the death of the Member must be paid by the Trustee in accordance with that Binding Death Benefit Nomination.

44.4 Payment if Binding Death Benefit Nomination is invalid or ineffective

If a Member had made a Binding Death Benefit Nomination that is invalid or ineffective at the date of death, the Binding Death Benefit Nomination will be treated as a Non Binding Death Benefit Nomination.

44.5 Payment if no Binding Death Benefit Nomination or Reversionary Beneficiary nomination

Subject to clauses 44.3 and 38(g) and the Superannuation Law, on or following the death of a Member, if that Member has not made a Binding Death Benefit Nomination or a Reversionary Beneficiary nomination pursuant to clause 38(f), or they have made such a Binding Death Benefit Nomination or a Reversionary Beneficiary nomination but such nomination does not deal with all of the deceased Member's benefits, any Benefit (or remaining Benefit) payable in respect of that Member may be paid or applied in accordance with clause 44.6 to:

- (a) one or more of the Nominated Beneficiaries (if any) designated in the most recent Non Binding Death Benefit Nomination made by that Member (if any) in accordance with clause 44.2;
- (b) other Dependants of that Member and in such proportions as the Trustee, in its absolute discretion, determines; or
- (c) one or more of the Legal Personal Representatives of that Member.

44.6 Forms of payment

Subject to clauses 44.3 and 38(g) and the Superannuation Law, payment of a Member's Benefit under clauses 44.2 or 44.5 may be paid or applied, in the manner and on the terms that the Trustee, in its absolute discretion, determines, including by way of:

- (a) one or more Annuities;
- (b) one or more Income Streams;
- (c) one or more Superannuation Lump Sums; or
- (d) any combination of such methods of payment.

45 Commutation of Income Stream

- (a) Despite any other clause of this deed but subject to paragraph (d) and the Superannuation Law, the Trustee may, and must where required by Superannuation Law, discharge its liability to a Member, Dependant or Beneficiary in respect of a Pension by commuting the whole or any part of the Pension payable from the Fund to the Member, Dependant or Beneficiary as the case may be, and applying the amount in accordance with paragraph (b), provided that the commutation would not cause the Trustee or the Fund to breach the Superannuation Law.
- (b) Subject to the Superannuation Law, the Trustee may apply the amount of the commuted Pension by either:

- (i) retaining the amount in the Fund as a credit to an Accumulation Account for the Member, Dependant or Beneficiary; or
 - (ii) paying the amount as a Benefit in the form of a lump sum or other form of Pension in accordance with this deed.
- (c) If part of a Pension is commuted, the Trustee may reduce the total amount of the instalments in respect of the balance of the Pension payable to the Member, Dependant or Beneficiary by an amount that the Trustee considers appropriate subject to the Superannuation Law.
- (d) If clause 38(g) applies, the Trustee may only commute a Pension under this clause 45 if required by Superannuation Law or to comply with any applicable cap imposed on Pensions by the Superannuation Law, or as otherwise directed by the Commissioner of Taxation or by the Pensioner.

46 Anti detriment payment

The Trustee may determine to increase the Superannuation Lump Sum Benefit payable to a Member's Dependant or Dependents on the death of a Member by way of an anti detriment payment in accordance with section 295-485 of the Taxation Act (**Anti detriment Payment**) to the extent that such Anti detriment Payment is applicable under the Superannuation Law.

Part 12 - Family Law

47 Information to Members and Non Member Spouses

If a Member's Benefit or Benefit Entitlement becomes subject to a Payment Split, the Trustee must provide the Member and the Non Member Spouse with all notices and information, and in such form as required under the Superannuation Law.

48 Trustee may create new interest for Non Member Spouse

- (a) The Trustee may admit a Non Member Spouse in respect of a Payment Split as a Member:
 - (i) if the Non Member Spouse provides a written request as required by the Superannuation Law to the Trustee in a form approved by the Trustee; or
 - (ii) on its own initiative in the circumstances permitted by the Superannuation Law.
- (b) If the Trustee admits a Non Member Spouse as a Member under this clause 48, or the Non Member Spouse is already a Member of the Fund, the Trustee must reduce the Member's Benefit Entitlement in respect of the Payment Split by the amount required by the Superannuation Law and otherwise as determined by the Trustee in accordance with the Superannuation Law.

49 Non Member Spouse may request transfer of interest

If the Non Member Spouse in respect of a Payment Split is not admitted as a Member under clause 48, the Trustee must:

- (a) either:
 - (i) transfer or roll over the entitlement of the Non Member Spouse to an Approved Benefit Arrangement; or
 - (ii) pay the entitlement of the Non Member Spouse to the Non Member Spouse if permitted or required to do so by the Superannuation Law; and
- (b) reduce the Member's Benefit Entitlement in respect of the Payment Split by the amount required by the Superannuation Law and otherwise as determined by the Trustee in accordance with the Superannuation Law.

50 Family Law fees

- (a) In addition to its other powers under this deed, the Trustee may charge reasonable fees in respect of any action taken by the Trustee which is permitted or required by Family Law and for which the Trustee is entitled to charge fees.
- (b) The Trustee is entitled to recoup those fees in accordance with the Superannuation Law from:
 - (i) a Member's Benefit Entitlement; or
 - (ii) the entitlements of the Non Member Spouse.

51 Satisfaction of entitlement

- (a) The payment, transfer or roll over of the entitlement of a Non Member Spouse in accordance with this Part 12 will be a complete discharge of the Trustee's obligations in respect of any liability to that Non Member Spouse and the Member in respect of that Non Member Spouse for the amount paid, transferred or rolled over.
- (b) In addition to its other powers under this deed, the Trustee may deduct from the amount to be paid, transferred or rolled over the amount of any Tax that is calculated by the Trustee to be payable in respect of the entitlement of the Non Member Spouse.

Part 13 - Termination of Trust

52 Termination

52.1 Events of termination

The trusts declared under this deed will cease and terminate and the Fund must be wound up in accordance with this Part 13 on the occurrence of any of the following events:

- (a) if there are no Members in the Fund and the Trustee resolves to terminate the Fund;
- (b) all Members agree to terminate the Fund;
- (c) the Trustee decides that it is not reasonable to continue to operate the Fund; or
- (d) the Fund is required to be terminated to comply with the Superannuation Law.

52.2 Notice to Members

On the trusts ceasing and terminating due to an event set out in clause 52.1, the Trustee must give written notice to each Employer and to each Member, if any, that the Fund will be wound up on the Closing Date, which will be a date no later than any date on which the Fund is required to be wound up under clause 52.1(d).

52.3 No further Contributions

As from the Closing Date:

- (a) no Employer or Member may make any further Contributions, other than arrears of Contributions due to the Closing Date; and
- (b) arrears of Contributions, if any, must be called in immediately.

52.4 Order of payment of Benefits

On the trusts ceasing and terminating due to an event set out in clause 52.1, subject to clause 52.8, the Trustee must make provision out of the Fund, after meeting expenses and liabilities, as is necessary to provide for the payment of the following Benefits in the following order of priority:

- (a) payments which on or before the Closing Date had become payable to retired Members or Dependants;
- (b) payments to each Member who is still in employment and has attained his or her Normal Retirement Age equal to the Member's Accumulation Account;
- (c) payment to each Member who is still in the employment of the Employer and has not attained his or her Normal Retirement Age equal to his or her Benefit had he or she resigned immediately prior to the Closing Date; and
- (d) payment to each Member who is still in the employment of the Employer of such amount of the assets of the Fund then remaining as the Trustee considers equitable after taking into account payments determined under clauses 52.4(b) and 52.4(c) as can be paid without being regarded as excessive amounts under the Superannuation Law.

52.5 Payment if Member Dies

Where a Member dies before receiving a Benefit to which he or she has become entitled to under clause 52.4, that Benefit must be paid in accordance with clause 44.

52.6 Surplus

If a surplus remains after providing Benefits for Members and their Dependants in accordance with clause 52.4, that surplus must, subject to any requirements of the Superannuation Law and clause 52.8, be paid by the Trustee to, or for the benefit of:

- (a) any Members;
- (b) any former Members;
- (c) any Dependants of any Members or former Members;
- (d) the Legal Personal Representatives (in their capacity as such) of any Members, former Members or Dependants; or
- (e) any Employer,

as the Trustee, in its absolute discretion, determines and, if provided to or for two or more persons, in the proportions as the Trustee, in its absolute discretion, determines, subject in the case of clauses 52.6(a) and 52.6(d) to clause 52.4.

52.7 Form of Payment

Subject to clause 52.8, the payments to be provided under clauses 52.4 and 52.6 may be made in cash, Policies, participation in any other Approved Benefits Arrangement or otherwise as determined by the Trustee, but shall not be payable to or for the benefit of a Member unless in accordance with the Superannuation Law.

52.8 Payment to other Persons

If any payment of Benefits provided under clauses 52.4 and 52.6 is otherwise required by the Superannuation Law to be deferred until the attainment of a particular age or the occurrence of a specified event, then the relevant Member is not entitled to receive from the Fund any part of the Benefit which is required to be deferred and the Trustee must make any of the following arrangements with respect to the Benefits required to be deferred:

- (a) transfer the Benefit to another Complying Superannuation Fund if that Fund does not permit the payment of the Benefit prior to the attainment of the particular age or the specified event;
- (b) purchase an Annuity with the Benefits commencing no earlier than the particular age or specified event or which otherwise satisfies the Superannuation Law;
- (c) transfer the Benefits to an Approved Deposit Fund if that Fund does not permit the payment of the Benefit prior to the attainment of the particular age or the specified event; or
- (d) purchase a non commutable Pension payable for life in the name of the Member but only if the Member has permanently Retired from Employment.

Part 14 - Amendment

53 Amendment of this deed

53.1 Method of amendment

- (a) Subject to clauses 53.1(b) and 53.1(c) and the Superannuation Law, the Trustee may at any time by resolution or by instrument in writing amend, alter, vary, modify or delete with immediate, prospective or, to the extent that the law allows, retrospective effect from time to time, any or all of the provisions of this deed.
- (b) No reduction of the accrued Benefit of a Member can be made without the written consent of the particular Member.
- (c) No amendment may be made under clause 53.1(a) which would cause the trusts contained in this deed to fail by reason of the application of the rule against perpetuities.
- (d) No amendment may be made under clause 53.1(a) that would allow a person other than a Constitutional Corporation to be eligible to be appointed as a Trustee unless the governing rules provide and will continue to provide after the amendment that the Fund has as its sole or primary purpose, the provision of old age pensions.

53.2 Notification of Members of Amendment

As soon as practicable after this deed has been amended under clause 53.1, the Trustee must give to each Member a written statement explaining the nature and purpose of the amendment and the effect (if any) of the amendment on the entitlements of the Member.

Schedule 1

1 **Name of Fund**

Pirie Super Fund

2 **Trustee**

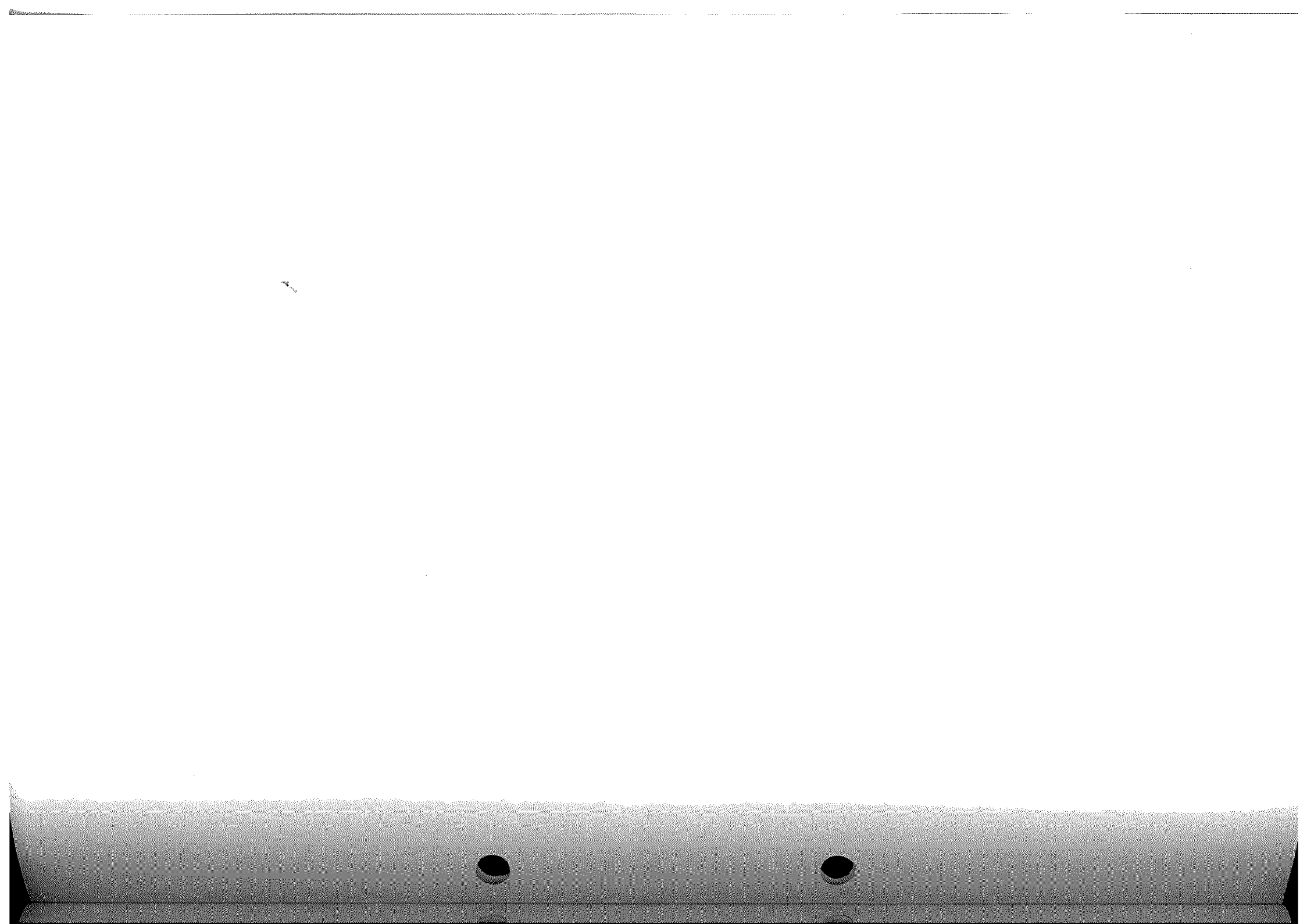
Make Shore Pty Ltd
ACN: 631 805 608

3 **Date of Establishment**

25 / 2 / 19

4 **Proper Law Governing Fund**

The Law of the State of Queensland



**ASIC**

Australian Securities & Investments Commission

Forms Manager

Registered Agents

Company: MAKE SHORE PTY LTD ACN 631 805 608**Company details**

Date company registered 21-02-2019
 Company next review date 21-02-2024
 Company type Australian Proprietary Company
 Company status Registered
 Home unit company No
 Superannuation trustee company Yes
 Non profit company No

Registered office

24A GLENROWAN DRIVE , TALLAI QLD 4213

Future address

C/- SMSF AUSTRALIA, UNIT 8 , 435-439 FULLARTON ROAD , HIGHGATE SA 5063 Start date: 01-06-2023

Principal place of business

24A GLENROWAN DRIVE , TALLAI QLD 4213

Officeholders

PIRIE, DAVID JOSEPH

Born 29-08-1960 at MELBOURNE VIC

24A GLENROWAN DRIVE , TALLAI QLD 4213

Office(s) held: Director, appointed 21-02-2019
 Secretary, appointed 21-02-2019

PIRIE, CATHERINE ANNE

Born 03-08-1963 at CAIRNS QLD

24A GLENROWAN DRIVE , TALLAI QLD 4213

Office(s) held: Director, appointed 21-02-2019

Company share structure

Share class	Share description	Number issued	Total amount paid	Total amount unpaid
ORD	ORDINARY SHARES	2	2.00	0.00

Members

PIRIE , DAVID JOSEPH

24A GLENROWAN DRIVE , TALLAI QLD 4213

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

PIRIE , CATHERINE ANNE

24A GLENROWAN DRIVE , TALLAI QLD 4213

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

Document history

These are the documents most recently received by ASIC from this organisation.

Received	Number	FormDescription	Status
25-05-2023	7ECE22485 484	CHANGE TO COMPANY DETAILS	Processed - awaiting imaging
14-11-2022	031614419 203	NOTICE OF CHANGE-OFFICE HOURS OR ADDRESS OF 1 OR MORE CORPS	Processed and imaged
04-03-2021	7EBF28123 484	CHANGE TO COMPANY DETAILS	Processed and imaged

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MAKE SHORE PTY LTD

A.C.N. 631 805 608

CONSENT TO ACT AS DIRECTOR, SECRETARY AND PUBLIC OFFICER

Pursuant to Section 201D & 204C of the
Corporations Act 2001

The Board of Directors
MAKE SHORE PTY LTD
UNIT 15
142 SIGANTO DRIVE
HELENSVALE, QLD 4212

I hereby consent to act as Director, Secretary and Public Officer of MAKE SHORE PTY LTD upon registration by the Australian Securities and Investments Commission, and confirm that I am capable of being a public officer of a company in accordance with section 252(2) of the Income Tax Assessment Act 1936.

My details are as follows:-

Full Name: DAVID JOSEPH PIRIE

Former Name:

Residential Address: 50 JELICOE STREET
MOUNT LOFTY, QLD 4350

Date of Birth: 29/08/1960

Place of Birth: MELBOURNE, VIC, AUSTRALIA

Dated this 21st day of February 2019.



DAVID JOSEPH PIRIE

MAKE SHORE PTY LTD

A.C.N. 631 805 608

CONSENT TO ACT AS DIRECTOR

Pursuant to Section 201D of the
Corporations Act 2001

The Board of Directors
MAKE SHORE PTY LTD
UNIT 15
142 SIGANTO DRIVE
HELENSVALE, QLD 4212

I hereby consent to act as Director of MAKE SHORE PTY LTD upon registration by the Australian Securities and Investments Commission.

My details are as follows:-

Full Name: CATHERINE ANNE PIRIE

Former Name:

Residential Address: 50 JELICOE STREET
MOUNT LOFTY, QLD 4350

Date of Birth: 03/08/1963

Place of Birth: CAIRNS, QLD, AUSTRALIA

Dated this 21st day of February 2019.



CATHERINE ANNE PIRIE

Schedule 1

1 Name of Fund

Pirie Super Fund

2 Trustee

Make Shore Pty Ltd
ACN: 631 805 608

3 Date of Establishment

25 / 2 / 19

4 Proper Law Governing Fund

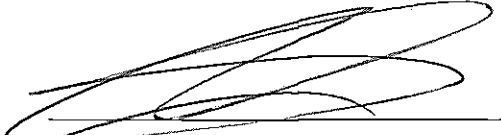
The Law of the State of Queensland

THIS IS TO CERTIFY THAT THIS IS A TRUE
COPY OF THE ORIGINAL DOCUMENT, WHICH
I HAVE SIGHTED

M. W. RATTLE
.....
MARK WILLIAM RATTLE
JUSTICE OF THE PEACE (QUALIFIED)
64726


EXECUTED as a deed.

EXECUTED by Make Shore Pty Ltd)
(ACN 631 805 608) as Trustee in)
accordance with the *Corporations Act*)
2001 by being signed by the following)
officers:



Signature of Director

CATHERINE ANNE PIRIE
Name of Director (please print)



Signature of Director / company secretary

David Joseph Pirie
Name of Director / company secretary
(please print)

THIS IS TO CERTIFY THAT THIS IS A TRUE
COPY OF THE ORIGINAL DOCUMENT, WHICH
I HAVE SIGHTED

IN GILTON
MARK WILLIAM RATTLE
JUSTICE OF THE PEACE (QUALIFIED)
64726