## Herron Accountants



## SUPERFUND - CLIENT ACCOUNTING CHECKLIST

Client Name:	Ryan & Hume Super Fund				
Client Code:	RYAN0005	Period Ended:	30 June 20	21	
Partner/Manager:	JF/MH	Accountant:	Julie Fuller		
		DUE DATE:	16/05/202		
GENERAL INDEX		WP Ref	N/A	Completed	Reviewed
Points Carried Forward	rd	1	√		
Check Engagement L	_etter for Quote \$	2	✓		
Financial Statements		3		✓	
Depreciation Schedul	le	4	✓		
Income Tax Return		5		✓	
Members Annual Stat	tements	6		✓	
Client Management L	etter	7		✓	
Section 290-170 Noti	ces	8	✓		
Investment Strategy		9	✓		
Minutes		10		✓	
Trial Balance		11		✓	
Review Notes		12	✓		
Query Sheet		13	✓		
Bank Reconciliations		14		✓	
Trust Tax Statements	3	15	$\checkmark$		
<b>Dividend Statements</b>		16	$\checkmark$		
Capital Gains Tax Re	ports - BGL	17	✓		
End of Period Closing	g Figures - Cash on Hand, Debtors and			$\checkmark$	
Creditors		18		•	
GST - Complete Wor	ksheet - Note Variances	19		✓	
Other Source Docum		20		✓	
Tax Reconciliation		21		✓	
General Ledger		22		✓	
Create Entries Repor	t	23		✓	
Tax Agent Portal Rep		24		✓	
Market Value of Invest	stments	25		✓	
Actuarial Certificate		26	√		
Pension Documents		27	✓		
ETP Roll-In Documer	nts	28	✓		
Rental Property Sum	mary	29		✓	
LRBA Documentation		30		✓	
Super Contribution B	reakdown Report	31		✓	

## ADMIN - To Do:

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

Completed By:	Julie Fuller	Date:	18/11/2021	
Reviewed By:		Date:		

# Financial statements and reports for the year ended 30 June 2021

Ryan & Hume Super Fund

Prepared for: Ryan & Hume Pty Ltd

## Ryan & Hume Super Fund Reports Index

Statement of Financial Position

**Detailed Statement of Financial Position** 

**Operating Statement** 

**Detailed Operating Statement** 

Notes to the Financial Statements

Statement of Taxable Income

**Trustees Declaration** 

Investment Summary with Market Movement

## Ryan & Hume Super Fund Statement of Financial Position

As at 30 June 2021

	Note	2021	2020
		\$	\$
Assets			
Investments			
Real Estate Properties (Australian - Non Residential)	2	1,238,277.55	699,139.55
Total Investments		1,238,277.55	699,139.55
Other Assets			
Borrowing Cost		5,668.05	0.00
Sundry Debtors		273.00	0.00
BOQ Superannuation Savings Account		2,625.47	129,539.58
Total Other Assets		8,566.52	129,539.58
Total Assets		1,246,844.07	828,679.13
Less:			
Liabilities			
GST Payable		4,739.42	88.00
Income Tax Payable		8,947.90	4,036.65
PAYG Payable		0.00	4,233.00
Sundry Creditors		3,263.00	4,928.30
Deferred Tax Liability		11,908.93	11,908.93
Rent In Advance		89,800.00	43,818.18
Limited Recourse Borrowing Arrangements		283,668.72	0.00
Total Liabilities		402,327.97	69,013.06
Net assets available to pay benefits	•	844,516.10	759,666.07
Represented by:			
Liability for accrued benefits allocated to members' accounts	3, 4		
Hume, Bruce - Accumulation		422,272.94	379,752.17
Ryan, Darren - Accumulation		422,243.16	379,913.90
Total Liability for accrued benefits allocated to members' accounts	:	844,516.10	759,666.07

## Ryan & Hume Super Fund Detailed Statement of Financial Position

As at 30 June 2021

	Note	2021	2020
		\$	\$
Assets			
Investments			
Real Estate Properties (Australian - Non Residential)	2		
Fortune St, Geebung		539,138.00	0.00
Incidentals - Endeavour Blvd		24,139.55	24,139.55
Unit 110, 53 Endeavour Boulevard, North Lakes (Valued 05/11/2018)		675,000.00	675,000.00
Total Investments		1,238,277.55	699,139.55
Other Assets			
Bank Accounts			
BOQ Superannuation Savings Account		2,625.47	129,539.58
Borrowing Cost		5,668.05	0.00
Sundry Debtors		273.00	0.00
Total Other Assets		8,566.52	129,539.58
Total Assets		1,246,844.07	828,679.13
Less:			
Liabilities			
GST Payable		4,739.42	88.00
Income Tax Payable		8,947.90	4,036.65
Limited Recourse Borrowing Arrangements			
BOQ - LRBA Geebung		283,668.72	0.00
PAYG Payable		0.00	4,233.00
Sundry Creditors		3,263.00	4,928.30
Rent In Advance		89,800.00	43,818.18
Deferred Tax Liability		11,908.93	11,908.93
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Ryan, Darren - Accumulation		422,243.16	379,913.90
Total Liability for accrued benefits allocated to members' accounts		844,516.10	759,666.07

## Ryan & Hume Super Fund Operating Statement

For the year ended 30 June 2021

	Note	2021	2020
		\$	\$
Income			
Investment Income			
Interest Received		711.35	565.09
Property Income		58,582.44	52,000.00
Contribution Income			
Employer Contributions		50,000.00	63,885.39
Transfers In		0.00	488.44
Total Income		109,293.79	116,938.92
Expenses			
Accountancy Fees		5,120.00	3,175.00
ATO Supervisory Levy		259.00	259.00
Auditor's Remuneration		350.00	350.00
ASIC Fees		328.00	321.00
Bank Charges		50.65	5.01
Borrowing Expenses		205.99	0.00
Interest on loans (LRBA)		1,885.42	0.00
Formation Expenses (non-deductible)		0.00	800.00
		8,199.06	4,910.01
Member Payments			
Life Insurance Premiums		1,270.80	1,069.20
Total Expenses		9,469.86	5,979.21
Benefits accrued as a result of operations before income tax		99,823.93	110,959.71
Income Tax Expense	6	14,973.90	28,599.58
Benefits accrued as a result of operations		84,850.03	82,360.13

## Ryan & Hume Super Fund Detailed Operating Statement

For the year ended 30 June 2021

	2021	2020
	\$	\$
Income		
Interest Received		
BOQ Superannuation Savings Account	711.35	565.09
	711.35	565.09
Property Income		
Fortune St, Geebung	6,582.44	0.00
Unit 110, 53 Endeavour Boulevard, North Lakes (Valued 05/11/2018)	52,000.00	52,000.00
	58,582.44	52,000.00
Contribution Income		
Employer Contributions - Concessional		
Bruce Hume	25,000.00	30,949.39
Darren Ryan	25,000.00	32,936.00
	50,000.00	63,885.39
Transfers In		
Hume, Bruce - Accumulation (Accumulation)	0.00	488.44
	0.00	488.44
Changes in Market Values	0.00	0.00
Total Income	109,293.79	116,938.92
Expenses		
Accountancy Fees	5,120.00	3,175.00
ASIC Fees	328.00	321.00
ATO Supervisory Levy	259.00	259.00
Auditor's Remuneration	350.00	350.00
Bank Charges Borrowing Expenses	50.65 205.99	5.01 0.00
Formation Expenses (non-deductible)	0.00	800.00
	6,313.64	4,910.01
Interest on loans (LRBA)		
BOQ - LRBA Geebung	1,885.42	0.00
	1,885.42	0.00
Member Payments		
Life Insurance Premiums		
Hume, Bruce - Accumulation (Accumulation)	522.72	455.52
Ryan, Darren - Accumulation (Accumulation)	748.08	613.68
	1,270.80	1,069.20
Total Expenses	9,469.86	5,979.21
Benefits accrued as a result of operations before income tax	99,823.93	110,959.71
Income Tax Expense		
Income Tax Expense	14,973.90	28,599.58
Total Income Tax	14,973.90	28,599.58
Benefits accrued as a result of operations	84,850.03	82,360.13

For the year ended 30 June 2021

## Note 1: Summary of Significant Accounting Policies

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

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

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

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

#### a. Measurement of Investments

The Fund initially recognises:

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

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

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

Market value has been determined as follows:

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

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

#### b. Cash and Cash Equivalents

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

#### c. Revenue

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

## Ryan & Hume Super Fund Notes to the Financial Statements

For the year ended 30 June 2021

#### Interest revenue

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

## **Dividend revenue**

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

## **Rental revenue**

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

#### **Distribution revenue**

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

## Remeasurement changes in market values

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

## Contributions

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

## d. Liability for Accrued Benefits

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

### e. Income Tax

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

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

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

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

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

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

## f. Goods and Services Tax (GST)

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

## **Ryan & Hume Super Fund** Notes to the Financial Statements

For the year ended 30 June 2021

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

### g. Critical Accounting Estimates and Judgements

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

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

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

·····	2021 \$	2020 \$
Fortune St, Geebung	539,138.00	0.00
Unit 110, 53 Endeavour Boulevard, North Lakes (Valued 05/11/2018)	675,000.00	675,000.00
Incidentals - Endeavour Blvd	24,139.55	24,139.55
	1,238,277.55	699,139.55

#### Note 3: Liability for Accrued Benefits

	2021 \$	2020 \$
Liability for accrued benefits at beginning of year	759,666.07	697,305.94
Benefits accrued as a result of operations	84,850.03	82,360.13
Current year member movements	0.00	(20,000.00)
Liability for accrued benefits at end of year	844,516.10	759,666.07

### **Note 4: Vested Benefits**

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

	2021 \$	2020 \$
Vested Benefits	844,516.10	759,666.07

## Note 5: Guaranteed Benefits

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

#### Note 6: Income Tax Expense

## Ryan & Hume Super Fund Notes to the Financial Statements

For the year ended 30 June 2021

The components of tax expense comprise	\$	\$
Current Tax	14,973.90	16,690.65
Deferred Tax Liability/Asset	0.00	11,908.93
Income Tax Expense	14,973.90	28,599.58

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

Prima facie tax payable on benefits accrued before income tax at 15%	14,973.59	16,643.96
Less: Tax effect of:		
Non Taxable Transfer In	0.00	73.27
Tax Adjustment - Other Expenses (L1)	0.00	(120.00)
Add: Tax effect of:		
Rounding	0.31	(0.04)
Income Tax on Taxable Income or Loss	14,973.90	16,690.65
Less credits:		
Current Tax or Refund	14,973.90	16,690.65

## Ryan & Hume Super Fund Statement of Taxable Income

For the year ended 30 June 2021

	2021
	\$
Benefits accrued as a result of operations	99,823.93
SMSF Annual Return Rounding	2.07
Taxable Income or Loss	99,826.00
Income Tax on Taxable Income or Loss	14,973.90
CURRENT TAX OR REFUND	14,973.90
Supervisory Levy	259.00
Income Tax Instalments Paid	(6,026.00)
AMOUNT DUE OR REFUNDABLE	9,206.90

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

The directors of the trustee company declare that:

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

Specifically, the directors of the trustee company declare that:

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

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

Darren Ryan Ryan & Hume Pty Ltd Director

Bruce Hume Ryan & Hume Pty Ltd Director

.....

Dated this ..... day of .....

## Ryan & Hume Super Fund Investment Summary with Market Movement

As at 30 June 2021

Investment	Units	Market Price	Market Value	Average Cost	Accounting Cost	Overall	Unrealised Current Year	Realised Movement
Cash/Bank Accounts								
BOQ Superannuation Savings Account		2,625.470000	2,625.47	2,625.47	2,625.47			
			2,625.47		2,625.47			
Fixtures and Fittings (at written dow	n value) - Unitised							
Borrowing costs	1.00	0.000000	0.00	0.00	0.00	0.00	0.00	0.00
			0.00		0.00	0.00	0.00	0.00
Real Estate Properties (Australian -	Non Residential)							
IP-1 New Fortune St, Geebung Comm pre	1.00	0.000000	0.00	539,138.00	539,138.00	(539,138.00)	0.00	0.00
RYAN0001 Unit 110, 53 Endeavour Boulevar North Lakes (Valued 05/11/2018)	d, 1.00	675,000.000000	675,000.00	555,910.68	555,910.68	119,089.32	0.00	0.00
			675,000.00		1,095,048.68	(420,048.68)	0.00	0.00
			677,625.47		1,097,674.15	(420,048.68)	0.00	0.00

## Self-managed superannuation 2021 fund annual return

#### Who should complete this annual return?

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

The Self-managed superannuation fund annual return instructions 2021 (NAT 71606) (the instructions) can assist you to complete this annual return.

The SMSF annual return cannot be used to notify us of a change in fund membership. You must update fund details via ABR.gov.au or complete the Change of details for superannuation entities form (NAT 3036).

#### To complete this annual return

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



Place  $|\mathcal{X}|$  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

#### Tax file number (TFN) 1

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.

#### Name of self-managed superannuation fund (SMSF) 2

#### Australian business number (ABN) (if applicable) 3

#### **Current postal address** 4

Sub	urb/town			State/territory	Postcode
5	Annual return status Is this an amendment to the SMSF's 2021 return?	A No	Yes		
	Is this the first required return for a newly registered SMSF?	<b>B</b> No	Yes		

6 SMSF auditor Auditor's name Title: Mr Mrs Miss Ms Other				
Family name				
First given name	Other	r given names		
SMSF Auditor Number Auditor's phone	numb	er		
Postal address				
Suburb/town			State/territory	Postcode
Date audit was completed <b>A</b> / /	Ye	Par		
Was Part A of the audit report qualified?	No	Yes		
Was Part B of the audit report qualified?	No	Yes		
If Part B of the audit report was qualified, have the reported issues been rectified?	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 numberFund account numberFund account name

I would like my tax refunds made to this account. Go to C.

#### B Financial institution account details for tax refunds

This account is used for tax refunds. You can provide a tax agent account here.BSB numberAccount numberAccount nameAccount number

## 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.

	of SMSF	Australian	superannuatio	n fund	AN	0	Yes	Fund benefit structure <b>B</b>	Code
		ernment's Super	Co-contributio	on and	CN	o	Yes		
Was the	e fund wo	und up during	the income	e year	?				
No	Yes	f yes, provide the o vhich the fund was	date on s wound up	Day /	Month	/	Year	and navment	Yes
Exempt	t current p	pension incom	ne						
Did the fu	und pay reti	rement phase su	perannuation i	income	strean	n ben	efits to on	e or more members in the income year	?
					you n	nust p	bay at leas	t the minimum benefit payment under th	ne law.
No	Go to Sect	tion B: Income.							
Yes	Exempt cu	irrent pension inc	ome amount	<b>A</b> \$					
	Which met	hod did you use	to calculate yo	our exer	npt cu	irrent	pension ir	ncome?	
		Segregated as	ssets method	в					
		Unsegregated as	ssets method	С	Was	an ac	tuarial cer	rtificate obtained? <b>D</b> Yes	
Did the fu	und have ar	ny other income t	hat was asses	sable?					
E Yes	Go to S	Section B: Incom	e.						
No	Choos	ina 'No' means th	hat you do not	t have a	nv ass	essal	ble income		0
	No Did the fu To Rev No Yes Did the fu E Yes	the Gov Was the fund wo No Yes Exempt current p Did the fund pay reti To claim a tax Record exempt No Go to Sect Yes Exempt cu Which met Did the fund have ar E Yes Go to S	the Government's Super Low Incol Was the fund wound up during No Yes If yes, provide the o which the fund was Exempt current pension incorr Did the fund pay retirement phase su To claim a tax exemption for cu Record exempt current pension No Go to Section B: Income. Yes Exempt current pension inco Which method did you use Segregated as Unsegregated as Did the fund have any other income t E Yes Go to Section B: Income	<ul> <li>the Government's Super Co-contribution Low Income Super Ama</li> <li>Was the fund wound up during the income</li> <li>No Yes If yes, provide the date on which the fund was wound up</li> <li>Exempt current pension income</li> <li>Did the fund pay retirement phase superannuation in Record exempt current pension income at La</li> <li>No Go to Section B: Income.</li> <li>Yes Exempt current pension income amount Which method did you use to calculate you Segregated assets method</li> <li>Unsegregated assets method</li> <li>Did the fund have any other income that was asses</li> <li>E Yes Go to Section B: Income.</li> </ul>	No       Yes       If yes, provide the date on which the fund was wound up       /         Exempt current pension income       Did the fund pay retirement phase superannuation income <ul> <li>To claim a tax exemption for current pension income, Record exempt current pension income at Label A.</li> </ul> No       Go to Section B: Income.         Yes       Exempt current pension income amount A \$         Which method did you use to calculate your exer         Segregated assets method       B         Unsegregated assets method       C         Did the fund have any other income that was assessable?       E         Yes       Go to Section B: Income.	<ul> <li>the Government's Super Co-contribution and Low Income Super Amounts?</li> <li>Was the fund wound up during the income year?</li> <li>No Yes ) If yes, provide the date on which the fund was wound up / Month</li> <li>Exempt current pension income</li> <li>Did the fund pay retirement phase superannuation income stream</li> <li>To claim a tax exemption for current pension income, you n Record exempt current pension income at Label A.</li> <li>No ) Go to Section B: Income.</li> <li>Yes ) Exempt current pension income amount A \$</li> <li>Which method did you use to calculate your exempt curses geregated assets method B</li> <li>Unsegregated assets method C ) Was</li> <li>Did the fund have any other income that was assessable?</li> <li>E Yes ) Go to Section B: Income.</li> </ul>	<ul> <li>the Government's Super Co-contribution and Low Income Super Amounts?</li> <li>Was the fund wound up during the income year?</li> <li>No Yes ) If yes, provide the date on which the fund was wound up / / / /</li> <li>Exempt current pension income</li> <li>Did the fund pay retirement phase superannuation income stream ben</li> <li>To claim a tax exemption for current pension income, you must precord exempt current pension income at Label A.</li> <li>No ) Go to Section B: Income.</li> <li>Yes ) Exempt current pension income amount A \$</li> <li>Which method did you use to calculate your exempt current Segregated assets method B</li> <li>Unsegregated assets method C ) Was an ac</li> <li>Did the fund have any other income that was assessable?</li> <li>E Yes ) Go to Section B: Income.</li> </ul>	<ul> <li>the Government's Super Co-contribution and Low Income Super Amounts?</li> <li>Was the fund wound up during the income year?</li> <li>No Yes If yes, provide the date on which the fund was wound up / Month / Year</li> <li>Exempt current pension income</li> <li>Did the fund pay retirement phase superannuation income stream benefits to on</li> <li>To claim a tax exemption for current pension income, you must pay at leas Record exempt current pension income at Label A.</li> <li>No Go to Section B: Income.</li> <li>Yes Exempt current pension income amount A \$</li> <li>Unsegregated assets method B</li> <li>Unsegregated assets method C Was an actuarial certification of the fund have any other income that was assessable?</li> <li>F Yes Go to Section B: Income.</li> </ul>	the Government's Super Co-contribution and Low Income Super Amounts? Was the fund wound up during the income year? No Yes I fryes, provide the date on which the fund was wound up / / / Year Have all tax lodgment and payment obligations been met? No 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 Record exempt current pension income at Label A. No Go to Section B: Income. Yes Exempt current pension income amount A \$ Which method did you use to calculate your exempt current pension income? Segregated assets method B Unsegregated assets method C Was an actuarial certificate obtained? D Yes Did the fund have any other income that was assessable?

these at Section D: Income tax calculation statement.

#### Section B: Income Do not complete this section if all superannuation interests in the SMSF were supporting superannuation income streams in the retirement phase for the entire year, there was no other income that was assessable, and you have not realised a deferred notional gain. If you are entitled to claim any tax offsets, you can record these at Section D: Income tax calculation statement. If the total capital loss or total capital gain is greater than 11 Income \$10,000 or you elected to use the transitional CGT relief in Did you have a capital gains tax G No Yes 2017 and the deferred notional gain has been realised, (CGT) event during the year? complete and attach a Capital gains tax (CGT) schedule 2021. Code Have you applied an M No Yes exemption or rollover? Net capital gain **A** \$ Gross rent and other leasing and hiring income **B**\$ **C** \$ Gross interest Forestry managed investment **X**\$ scheme income Gross foreign income Loss **D1**\$ Net foreign income D\$ E \$ Australian franking credits from a New Zealand company Number Transfers from **F**\$ foreign funds Gross payments where **H** \$ ABN not quoted Loss Calculation of assessable contributions Gross distribution Assessable employer contributions 1\$ from partnerships **R1**\$ Unfranked dividend J \$ amount plus Assessable personal contributions \*Franked dividend **R2**\$ **K** \$ amount plus \*\*No-TFN-quoted contributions \*Dividend franking L \$ credit **R3** \$ Code \*Gross trust (an amount must be included even if it is zero) **M**\$ distributions less Transfer of liability to life insurance company or PST Assessable contributions **R6**\$ **R** \$ (R1 plus R2 plus R3 less R6) Calculation of non-arm's length income Code \*Net non-arm's length private company dividends \*Other income **S** \$ U1 \$ \*Assessable income plus \*Net non-arm's length trust distributions due to changed tax Т\$ status of fund U2 \$ Net non-arm's plus \*Net other non-arm's length income (subject to 45% tax rate) (U1 plus U2 plus U3) **U**\$ **U3** \$ Loss \*This is a mandatory **GROSS INCOME W** \$ label. (Sum of labels A to U) \*If an amount is **Y**\$ Exempt current pension income entered at this label. check the instructions Loss TOTAL ASSESSABLE to ensure the correct V \$ INCOME (W less Y) tax treatment has

been applied.

**OFFICIAL: Sensitive** (when completed)

Code

## 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 EXPENSE	S
Interest expenses within Australia	A1 \$	A2 \$	
Interest expenses overseas	B1 \$	B2 \$	
Capital works expenditure		D2 \$	
Decline in value of depreciating assets	E1 \$	E2 \$	
Insurance premiums – members	F1 \$	F2 \$	
SMSF auditor fee	H1 \$	H2 \$	
Investment expenses	l1 \$	12 \$	
Management and administration expenses	J1 \$	<b>J2</b> \$	
Forestry managed investment scheme expense	U1 \$	U2 \$	
Other amounts	L1 \$	L2 \$	

Tax losses deducted M1 \$

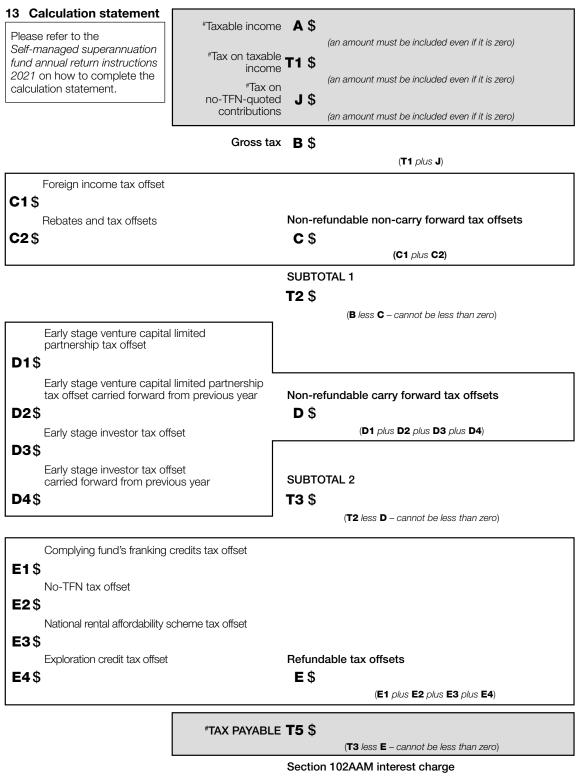
TOTAL DEDUCTIONS	TOTAL NON-DEDUCTIBLE EXPENSES
N \$	Y \$
(Total <b>A1</b> to <b>M1</b> )	(Total <b>A2</b> to <b>L2</b> )
*TAXABLE INCOME OR LOSS	Loss TOTAL SMSF EXPENSES
<b>O</b> \$	Z \$
(TOTAL ASSESSABLE INCOME less TOTAL DEDUCTIONS)	(N plus Y)

<sup>#</sup>This is a mandatory label.

## Section D: Income tax calculation statement

#### #Important:

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



**G**\$

	Credit for interest on early payments -	
	amount of interest	
H1\$	i de la constante de la constan	
	Credit for tax withheld – foreign resident withholding (excluding capital gains)	
H2\$		
	Credit for tax withheld – where ABN or TFN not quoted (non-individual)	
<b>H3</b> \$		
	Credit for TFN amounts withheld from payments from closely held trusts	
<b>H5</b> \$	i de la construcción de la constru	
	Credit for interest on no-TFN tax offset	
<b>H6</b> \$		
	Credit for foreign resident capital gains withholding amounts	Eligible credits
<b>H8</b> \$		Н\$
		(H1 plus H2 plus H3 plus H5 plus H6 plus H8)
	<b>*Tax offset refunds</b> (Remainder of refundable tax offsets)	1\$
		(unused amount from label <b>E</b> – an amount must be included even if it is zero)
		PAYG instalments raised
		К\$
		Supervisory levy
		L \$
		Supervisory levy adjustment for wound up funds

## М\$

Supervisory levy adjustment for new funds

## N \$

AMOUNT DUE OR REFUNDABLE A positive amount at **S** is what you owe, while a negative amount is refundable to you. (T5 *plus* G

(T5 plus G less H less I less K plus L less M plus N)

\*This is a mandatory label.

## Section E: Losses

14 Losses

If total loss is greater than \$100,000, complete and attach a Losses schedule 2021. Tax losses carried forward to later income years **U** \$

Net capital losses carried forward to later income years

## Section F: Member information

## MEMBER 1

Title: Mr Mrs Miss Ms Other Family name

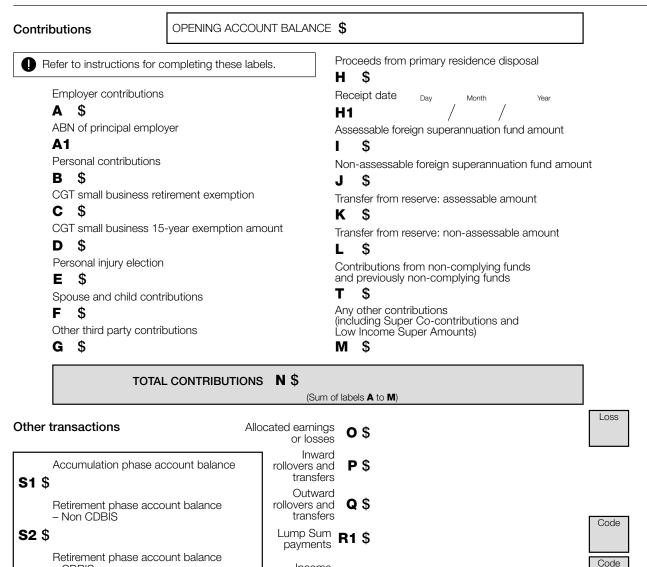
First given name

Other given names

#### Member's TFN

See the Privacy note in the Declaration.

Date of birth



(S1 plus S2 plus S3)

Accumulation phase value X1 \$

Retirement phase value X2 \$

Income stream **R2** \$

payments

Outstanding limited recourse borrowing arrangement amount

CLOSING ACCOUNT BALANCE **S**\$

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- CDBIS

TRIS Count

**S3**\$

### **MEMBER 2**

Title: Mr Mrs Miss Ms Other Family name

First given name

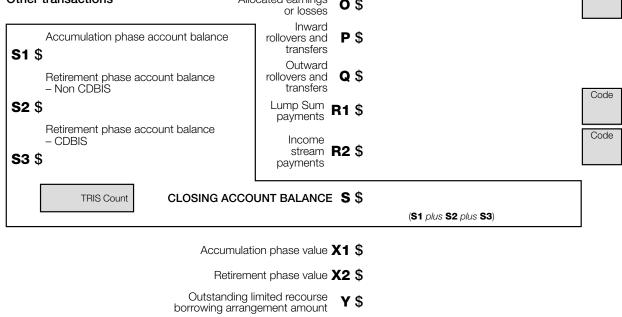
Other given names

#### Member's TFN

See the Privacy note in the Declaration.

Date of birth

ontributions OPENING ACCOUNT B	ALANCE \$
Refer to instructions for completing these labels.	Proceeds from primary residence disposal
	H \$
mployer contributions	Receipt date Day Month Year
<b>A</b> \$	H1 / /
BN of principal employer	Assessable foreign superannuation fund amount
<b>N1</b>	I \$
Personal contributions	Non-assessable foreign superannuation fund amount
<b>3</b> \$	J \$
CGT small business retirement exemption	Transfer from reserve: assessable amount
	К \$
CGT small business 15-year exemption amount	Transfer from reserve: non-assessable amount
<b>D</b> \$	L \$
Personal injury election	Contributions from non-complying funds
E \$	and previously non-complying funds
Spouse and child contributions	Т\$
\$	Any other contributions (including Super Co-contributions and
Other third party contributions	Low Income Super Amounts)
G \$	M \$
TOTAL CONTRIBUTIONS N \$	
(St	um of labels <b>A</b> to <b>M</b> )
her transactions Allocated	d earnings <b>O</b> \$



OFFICIAL: Sensitive (when completed)

Sectio 15 <b>Assi</b>	n H: <b>Assets and liabilitie</b>	es			
	tralian managed investments	Listed trusts	A	;	
		Unlisted trusts	B	5	
		Insurance policy	C	5	
	Othe	r managed investments	D	;	
5b Aust	tralian direct investments	Cash and term deposits	E	6	
	nited recourse borrowing arrangements stralian residential real property	Debt securities	F	5	
	I \$	Loans	G	5	
	stralian non-residential real property	Listed shares	H	5	
	<b>2 \$</b> erseas real property	Unlisted shares	I	5	
	3\$	Limited recourse		<b>`</b>	
		orrowing arrangements	J		
	1\$	Non-residential real property	K	;	
	erseas shares	Residential	L	1	
Oth	5\$	real property			
	5 \$	Collectables and personal use assets	M	5	
	pperty count	Other assets	0	5	
J7					
5c Othe	er investments	Crypto-Currency	N	3	
5d Over	rseas direct investments	Overseas shares	P	;	
	Overseas non-	residential real property	Q	6	
	Overseas	residential real property	R	5	
	Oversea	s managed investments	S	5	
		Other overseas assets	Т	;	
	TOTAL AUSTRALIAN AND	OVERSEAS ASSETS	U		

## 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?

Yes 🕨 \$

15f	Limited recourse borrowing arrangements If the fund had an LRBA were the LRBA borrowings from a licensed financial institution?	A No Yes			
	Did the members or related parties of the fund use personal guarantees or other security for the LRBA?	<b>B</b> No Yes			
16	LIABILITIES	_			
	Borrowings for limited recourse borrowing arrangements				
	V1 \$				
	Permissible temporary borrowings				
	V2 \$				
	Other borrowings				-
	V3 \$	Borrowings	V	\$	
	Total member closi (total of all CLOSING ACCOUNT BALANCEs fro	ing account balances om Sections F and G)		\$	
		Reserve accounts	Х	\$	
		Other liabilities	Y	\$	
		TOTAL LIABILITIE	s Z	\$	

## Section I: Taxation of financial arrangements

17 Taxation of financial arrangements (TOFA)

Total TOFA gains H \$

Total TOFA losses

## Section J: Other information

## Family trust election status

A	If the trust or fund has made, or is making, a family trust election, write the four-digit <b>income year specified</b> of the election (for example, for the 2020–21 income year, write <b>2021</b> ).
В	If revoking or varying a family trust election, print <b>R</b> for revoke or print <b>V</b> for variation, and complete and attach the <i>Family trust election, revocation or variation 2021.</i>
	Interposed entity election status
С	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 <i>Interposed entity election or revocation 2021</i> for each election.
D	If revoking an interposed entity election, print <b>R</b> , and complete and attach the <i>Interposed entity election or revocation 2021</i> .

## 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

	Day		Month		Year
Date		/		/	

#### Preferred trustee or director contact details:

Title:	Mr	Mrs	Miss	Ms	Other
Family I	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

Day

Month

Year

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

#### TAX AGENT'S DECLARATION:

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

Tax agent's signature

		Date	/	/
Tax agent's contact details				
Title: Mr Mrs Miss Ms Other Family name				
First given name	Other given names			
Tax agent's practice				
Tax agent's phone number	Reference number	Tax	agent numbe	r

## Bruce Hume

14 Sefton Court North Lakes, Queensland, 4509, Australia

## Your Details

Your Details		Nominated Beneficiaries	N/A
Date of Birth :	Provided	Vested Benefits	422,272.94
Age:	47	Total Death Benefit	753,022.94
Tax File Number:	Provided	Current Salary	0.00
Date Joined Fund:	24/09/2013	Previous Salary	0.00
Service Period Start Date:		Disability Benefit	0.00
Date Left Fund:			
Member Code:	HUMBRU00001A		
Account Start Date	24/09/2013		
Account Phase:	Accumulation Phase		
Account Description:	Accumulation		

Your Balance		Your Detailed Account Summary		
Total Benefits	422,272.94		This Year	Last Year
		Opening balance at 01/07/2020	379,752.17	349,082.20
Preservation Components			010,102.11	010,002.20
Preserved	422,272.94	Increases to Member account during the period		
Unrestricted Non Preserved		Employer Contributions	25,000.00	30,949.39
Restricted Non Preserved		Personal Contributions (Concessional)		
Tax Components		Personal Contributions (Non Concessional)		
Tax Free	552.00	Government Co-Contributions		
Taxable	421,720.94	Other Contributions		
Taxable	421,720.34	Proceeds of Insurance Policies		
		Transfers In		488.44
		Net Earnings	25,547.36	23,865.6
		Internal Transfer In		
		Decreases to Member account during the period		
		Pensions Paid		
		Contributions Tax	3,750.00	4,642.40
		Income Tax	3,753.87	9,535.60
		No TFN Excess Contributions Tax		
		Excess Contributions Tax		
		Refund Excess Contributions		
		Division 293 Tax		
		Insurance Policy Premiums Paid	522.72	455.52
		Management Fees		
		Member Expenses		
		Benefits Paid/Transfers Out		10,000.00
		Superannuation Surcharge Tax		
		Internal Transfer Out		
		Closing balance at 30/06/2021	422,272.94	379,752.17

## **Trustee's Disclaimer**

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

Signed by all the trustees of the fund

Darren Ryan Director

Bruce Hume Director

## Darren Ryan

6 Broders Street Bracken Ridge, Queensland, 4017, Australia

## Your Details

Your Details		Nominated Beneficiaries	N/A
Date of Birth :	Provided	Vested Benefits	422,243.16
Age:	51	Total Death Benefit	786,874.16
Tax File Number:	Provided	Current Salary	0.00
Date Joined Fund:	24/09/2013	Previous Salary	0.00
Service Period Start Date:		Disability Benefit	0.00
Date Left Fund:			
Member Code:	RYADAR00001A		
Account Start Date	24/09/2013		
Account Phase:	Accumulation Phase		
Account Description:	Accumulation		

Your Balance		Your Detailed Account Summary		
Total Benefits	422,243.16		This Year	Last Year
		Opening balance at 01/07/2020	379,913.90	348,223.74
Preservation Components				
Preserved	422,243.16	Increases to Member account during the period		
Unrestricted Non Preserved		Employer Contributions	25,000.00	32,936.0
Restricted Non Preserved		Personal Contributions (Concessional)		
Tax Components		Personal Contributions (Non Concessional)		
Tax Free	2,269.74	Government Co-Contributions		
Taxable	419,973.42	Other Contributions		
Taxable	419,975.42	Proceeds of Insurance Policies		
		Transfers In		
		Net Earnings	25,547.37	23,789.4
		Internal Transfer In		
		Decreases to Member account during the period		
		Pensions Paid		
		Contributions Tax	3,750.00	4,940.4
		Income Tax	3,720.03	9,481.1
		No TFN Excess Contributions Tax		
		Excess Contributions Tax		
		Refund Excess Contributions		
		Division 293 Tax		
		Insurance Policy Premiums Paid	748.08	613.6
		Management Fees		
		Member Expenses		
		Benefits Paid/Transfers Out		10,000.0
		Superannuation Surcharge Tax		
		Internal Transfer Out		
		Closing balance at 30/06/2021	422,243.16	379,913.9

## **Trustee's Disclaimer**

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Signed by all the trustees of the fund

Darren Ryan Director

Bruce Hume Director

## Memorandum of Resolutions of the Director(s) of Ryan & Hume Pty Ltd ACN: 165692151 ATF Ryan & Hume Super Fund

FINANCIAL STATEMENTS OF SUPERANNUATION FUND:	It was resolved that the financial statements would be prepared as special purpose financial statements as, in the opinion of the trustee(s), the Superannuation Fund is a non-reporting entity and therefore is not required to comply with all Australian Accounting Standards.
	It was further resolved that the financial statements and notes to the financial statements of the Superannuation Fund in respect of the year ended 30 June 2021 thereon be adopted.
TRUSTEE'S DECLARATION:	It was resolved that the trustee's declaration of the Superannuation Fund be signed.
ANNUAL RETURN:	Being satisfied that the Fund had complied with the requirements of the Superannuation Industry (Supervision) Act 1993 (SISA) and Regulations during the year ended 30 June 2021, it was resolved that the annual return be approved, signed and lodged with the Australian Taxation Office.
INVESTMENT STRATEGY:	The allocation of the Fund's assets and the Fund's investment performance over the financial year were reviewed and found to be within the acceptable ranges outlined in the investment strategy. After considering the risk, rate of return, diversification and liquidity of the investments and the ability of the Fund to discharge its existing liabilities, it was resolved that the investment strategy continues to reflect the purposes and circumstances of the Fund and its members. Accordingly, no changes in the investment strategy were required.
ALLOCATION OF INCOME:	It was resolved that the income of the Fund would be allocated to the members based on their average daily balance (an alternative allocation basis may be percentage of opening balance).
INVESTMENT ACQUISITIONS:	It was resolved to ratify the investment acquisitions throughout the financial year ended 30 June 2021.
INVESTMENT DISPOSALS:	It was resolved to ratify the investment disposals throughout the financial year ended 30 June 2021.
AUDITORS:	It was resolved that
	Tony Boys
	of
	PO Box 3376, Rundle Mall, South Australia 5000
	act as auditors of the Fund for the next financial year.
TAX AGENTS:	It was resolved that
	Mark G W Herron
	act as tax agents of the Fund for the next financial year.
TRUSTEE STATUS:	Each of the trustee(s) confirmed that they are qualified to act as trustee(s) of the Fund and that they are not disqualified persons as defined by s 120 of the SISA.
PAYMENT OF BENEFITS:	The trustee has ensured that any payment of benefits made from the Fund, meets the requirements of the Fund's deed and does not breach the superannuation laws in relation to:

## Memorandum of Resolutions of the Director(s) of Ryan & Hume Pty Ltd ACN: 165692151 ATF Ryan & Hume Super Fund

	1. making payments to members; and,
	2. breaching the Fund or the member investment strategy.
	The trustee has reviewed the payment of the benefit and received advice that the transfer is in accordance with the Deed and the superannuation laws. As such the trustee has resolved to allow the payment of the benefits on behalf of the member.
CLOSURE:	Signed as a true record –
	Darren Ryan
	Bruce Hume
	/ /

## Ryan & Hume Super Fund Trial Balance

As at 30 June 2021

Last Year	Code	Account Name	Units	Debits ¢	Credits ¢
	24200	Contributions		\$	\$
(30,949.39)	24200/HUMBRU00001 A	(Contributions) Hume, Bruce - Accumulation			25,000.00
(32,936.00)	24200/RYADAR00001 A	(Contributions) Ryan, Darren - Accumulation			25,000.00
	25000	Interest Received			
(565.09)	25000/BQL22125705	BOQ Superannuation Savings Account			711.35
	28000	Property Income			
	28000/IP-1 - New Com	Fortune St, Geebung			6,582.44
(52,000.00)	28000/RYAN0001	Unit 110, 53 Endeavour Boulevard, North Lakes (Valued 05/11/2018)			52,000.00
	28500	Transfers In			
(488.44)	28500/HUMBRU00001 A	(Transfers In) Hume, Bruce - Accumulation			
3,175.00	30100	Accountancy Fees		5,120.00	
259.00	30400	ATO Supervisory Levy		259.00	
350.00	30700	Auditor's Remuneration		350.00	
321.00	30800	ASIC Fees		328.00	
5.01	31500	Bank Charges		50.65	
	32800	Borrowing Expenses		205.99	
	37820	Interest on loans (LRBA)			
	37820/01	BOQ - LRBA Geebung		1,885.42	
800.00	38300	Formation Expenses (non-deductible)			
	39000	Life Insurance Premiums			
455.52	39000/HUMBRU00001 A	(Life Insurance Premiums) Hume, Bruce - Accumulation		522.72	
613.68	39000/RYADAR00001 A	(Life Insurance Premiums) Ryan, Darren - Accumulation		748.08	
28,599.58	48500	Income Tax Expense		14,973.90	
82,360.13	49000	Profit/Loss Allocation Account		84,850.03	
	50010	Opening Balance			
(349,082.20)	50010/HUMBRU00001 A	(Opening Balance) Hume, Bruce - Accumulation			379,752.17
(348,223.74)	50010/RYADAR00001 A	(Opening Balance) Ryan, Darren - Accumulation			379,913.90
	52420	Contributions			

## Ryan & Hume Super Fund Trial Balance

As at 30 June 2021

S           (30,949.39)         52420/HUMBRU00001 A         (Contributions) Hume, Bruce - Accumulation         (32,936.00)         52420/RYADAR00001 A         (Contributions) Ryan, Darren - Accumulation           (32,936.00)         52420/RYADAR00001 A         (Contributions) Ryan, Darren - Accumulation         (Contributions) Ryan, Darren - Accumulation           (488.44)         52850/HUMBRU00001 A         (Transfers In) Hume, Bruce - Accumulation         (Share of Profit/(Loss))           (23,865.66)         53100/HUMBRU00001 A         (Share of Profit/(Loss)) Hume, Bruce - Accumulation         (Share of Profit/(Loss)) Ryan, Darren - Accumulation           (23,789.42)         53100/RYADAR00001 A         (Income Tax) Hume, Bruce - Accumulation         3,753.87 Accumulation           9,535.60         53330/HUMBRU00001 A         (Income Tax) Hume, Bruce - Accumulation         3,720.03 Accumulation           9,481.18         53330/RYADAR00001 A         (Income Tax) Ryan, Darren - Accumulation         3,720.03 Accumulation           4,642.40         53800/HUMBRU00001 A         (Contributions Tax) Hume, Bruce - Accumulation         3,750.00 Accumulation	0.00
(32,936.00)       52420/RYADAR00001       (Contributions) Ryan, Darren - Accumulation         52850       Transfers In         (488.44)       52850/HUMBRU00001       (Transfers In) Hume, Bruce - Accumulation         53100       Share of Profit/(Loss)         (23,865.66)       53100/HUMBRU00001       (Share of Profit/(Loss)) Hume, Bruce - Accumulation         (23,789.42)       53100/RYADAR00001       (Share of Profit/(Loss)) Ryan, Darren - Accumulation         (23,789.42)       53100/RYADAR00001       (Income Tax) Hume, Bruce - Accumulation         9,535.60       53330/HUMBRU00001       (Income Tax) Hume, Bruce - Accumulation         9,535.60       53330/HUMBRU00001       (Income Tax) Ryan, Darren - Accumulation         9,535.60       53330/RYADAR00001       (Income Tax) Ryan, Darren - Accumulation         9,481.18       53300/HUMBRU00001       (Income Tax) Ryan, Darren - Accumulation         3,720.03       Accumulation       3,720.03         4,642.40       53800/HUMBRU00001       (Contributions Tax) Hume, Bruce -       3,750.00	25,000.00 0.00 25,547.36
52850         Transfers In           (488.44)         52850/HUMBRU00001 A         (Transfers In) Hume, Bruce - Accumulation           53100         Share of Profit/(Loss)           (23,865.66)         53100/HUMBRU00001 A         (Share of Profit/(Loss)) Hume, Bruce - Accumulation           (23,789.42)         53100/RYADAR00001 A         (Share of Profit/(Loss)) Ryan, Darren - Accumulation           (23,789.42)         53100/RYADAR00001 A         (Income Tax)           9,535.60         53330/HUMBRU00001 A         (Income Tax) Hume, Bruce - Accumulation           9,535.60         53330/RYADAR00001 A         (Income Tax) Hume, Bruce - Accumulation           9,481.18         53330/RYADAR00001 A         (Income Tax) Ryan, Darren - Accumulation           9,481.24         53800/HUMBRU00001         (Contributions Tax) Hume, Bruce -           4,642.40         53800/HUMBRU00001         (Contributions Tax) Hume, Bruce -	
A         Accumulation           53100         Share of Profit/(Loss)           (23,865.66)         53100/HUMBRU00001 A         (Share of Profit/(Loss)) Hume, Bruce - Accumulation           (23,789.42)         53100/RYADAR00001 A         (Share of Profit/(Loss)) Ryan, Darren - Accumulation           9,535.60         53330/HUMBRU00001 A         (Income Tax) Hume, Bruce - Accumulation         3,753.87           9,481.18         53330/RYADAR00001 A         (Income Tax) Ryan, Darren - Accumulation         3,720.03           9,481.24         53800         Contributions Tax         3,750.00	
(23,865.66)       53100/HUMBRU00001 A       (Share of Profit/(Loss)) Hume, Bruce - Accumulation         (23,789.42)       53100/RYADAR00001 A       (Share of Profit/(Loss)) Ryan, Darren - Accumulation         53330       Income Tax         9,535.60       53330/HUMBRU00001 A       (Income Tax) Hume, Bruce - Accumulation       3,753.87         9,481.18       53330/RYADAR00001 A       (Income Tax) Ryan, Darren - Accumulation       3,720.03         9,481.18       53330/RYADAR00001 A       (Income Tax) Ryan, Darren - Accumulation       3,720.03         4,642.40       53800/HUMBRU00001       (Contributions Tax) Hume, Bruce -       3,750.00	25,547.36
AAccumulation(23,789.42)53100/RYADAR00001 A(Share of Profit/(Loss)) Ryan, Darren - Accumulation53330Income Tax9,535.6053330/HUMBRU00001 A(Income Tax) Hume, Bruce - Accumulation3,753.879,481.1853330/RYADAR00001 A(Income Tax) Ryan, Darren - Accumulation3,720.039,481.2053800Contributions Tax3,750.00	25,547.36
A         Accumulation           53330         Income Tax           9,535.60         53330/HUMBRU00001 A         (Income Tax) Hume, Bruce - Accumulation         3,753.87           9,481.18         53330/RYADAR00001 A         (Income Tax) Ryan, Darren - Accumulation         3,720.03           53800         Contributions Tax         3,750.00	
9,535.60       53330/HUMBRU00001       (Income Tax) Hume, Bruce - Accumulation       3,753.87         9,481.18       53330/RYADAR00001 A       (Income Tax) Ryan, Darren - Accumulation       3,720.03         53800       Contributions Tax       2,720.03         4,642.40       53800/HUMBRU00001       (Contributions Tax) Hume, Bruce -       3,750.00	25,547.37
A       Accumulation         9,481.18       53330/RYADAR00001 A       (Income Tax) Ryan, Darren - Accumulation       3,720.03         53800       Contributions Tax       3,750.00         4,642.40       53800/HUMBRU00001       (Contributions Tax) Hume, Bruce -       3,750.00	
AAccumulation53800Contributions Tax4,642.4053800/HUMBRU00001(Contributions Tax) Hume, Bruce -3,750.00	
4,642.40 53800/HUMBRU00001 (Contributions Tax) Hume, Bruce - 3,750.00	
4,940.40 53800/RYADAR00001 (Contributions Tax) Ryan, Darren - 3,750.00 A Accumulation	
53920 Life Insurance Premiums	
455.52 53920/HUMBRU00001 (Life Insurance Premiums) Hume, 522.72 A Bruce - Accumulation	
613.6853920/RYADAR00001(Life Insurance Premiums) Ryan,748.08ADarren - Accumulation748.08	
54500 Benefits Paid/Transfers Out	
10,000.00 54500/HUMBRU00001 (Benefits Paid/Transfers Out) Hume, A Bruce - Accumulation	0.00
10,000.00 54500/RYADAR00001 (Benefits Paid/Transfers Out) Ryan, A Darren - Accumulation	0.00
60400 Bank Accounts	
129,539.58 60400/BQL22125705 BOQ Superannuation Savings Account 2,625.47	
66000 Borrowing Cost 5,668.05	
0.00 68000 Sundry Debtors 273.00	
77250 Real Estate Properties (Australian - Non Residential)	
77250/IP-1 - New Com Fortune St, Geebung 1.0000 539,138.00	
675,000.00 77250/RYAN0001 Unit 110, 53 Endeavour Boulevard, 1.0000 675,000.00 North Lakes (Valued 05/11/2018)	
24,139.55 77250/RYAN0005_INC Incidentals - Endeavour Blvd 24,139.55 IDENTALS 24,139.55	

## Ryan & Hume Super Fund **Trial Balance**

As at 30 June 2021

Credits	Debits	Units	Account Name	Code	_ast Year
\$	\$				
4,739.42			GST Payable/Refundable	84000	(88.00)
8,947.90			Income Tax Payable/Refundable	85000	(4,036.65)
			Limited Recourse Borrowing Arrangements	85500	
283,668.72			BOQ - LRBA Geebung	85500/01	
0.00			PAYG Payable	86000	(4,233.00)
3,263.00			Sundry Creditors	88000	(4,928.30)
89,800.00			Rent In Advance	88100	(43,818.18)
11,908.93			Deferred Tax Liability/Asset	89000	(11,908.93)
1,372,382.56	372,382.56	1,			

Current Year Profit/(Loss): 99,823.93





Workpaper 14

## **Bank Reconciliation - Super Fund**

Client Name:Ryan & Hume Super FundClient Code:RYAN0005Partner/Manager:JF/MH			Period Ended: <u>30 June 2021</u> Accountant: Julie Fuller	
Bank: BOQ S	uper Savings		Account No:	22125705
			BGL Code:	60400/BQL22125705
AS AT				30/06/2021
Balance as per bank statement				\$2,625.47
add: Outstanding deposits			0.00 0.00 0.00	0.00 2,625.47
less: Outstandin	g cheques Chq No	Code	Amount	
			0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	
Reconciled Balance				\$2,625.47

### 9H3PJ6LK7C-TL02

#### **Account Details**

22125705 Superannuation Savings - Available: \$3,978.47

#### Account Information

Account Name: Superannuation Savings

#### **Transactions Search**

Date Range	The last 3 month	IS	
Start Date	21/04/2021	DD/MM/YYYY End Date 20/07/2021	DD/MM/YYYY(DD/MM/YYYY)

#### **Transaction List Matching Search Criteria**

Date	Description	Debit	Credit	Balance	
15/07/2021	TFR FROM 020220577 IB2-11553821		\$3,465.00	\$3,978.47	_
05/07/2021	PAY ANYONE TO Herron Accountan ts 124185 021374214 IB2-02631450	\$2,112.00		\$513.47	
30/06/2021	INTEREST		\$0.07	\$2,625.47	
29/06/2021	Direct Debit OnePath Life Lt d 1005879047/1pCr8	\$62.34		\$2,625.40	<b>-</b>
29/06/2021	Direct Debit OnePath Life Lt d 1005692403/1pCr9	\$43.56		\$2,687.74	
28/06/2021	TRANSFER TO LOAN ACCT TFR: FROM TRAN A/C TO LOAN A/C	\$2,133.35		\$2,731.30	
03/06/2021	TFR TO ACCOUNT 023175538 IB2-86799630	\$2,133.35		\$4,864.65	
01/06/2021	BPAY TAX OFFICE PAYMENTS IB2-19800659	\$4,270.65		\$6,998.00	
31/05/2021	INTEREST		\$0.93	\$11,268.65	
31/05/2021	Direct Debit OnePath Life Lt d 1005879047/1oTZ9	\$62.34		\$11,267.72	
31/05/2021	Direct Debit OnePath Life Lt d 1005692403/1oTZA	\$43.56		\$11,330.06	
19/05/2021	TFR FROM 020220577 IB2-60983175		\$10,424.96	\$11,373.62	
06/05/2021	TFR FROM 020220577 IB2-36837338		\$1,000.00	\$948.66	-
30/04/2021	INTEREST		\$45.05	-\$51.34	
29/04/2021	WITHDRAWAL SMSF LOAN FEES	\$5,874.04		-\$96.39	
29/04/2021	Direct Debit OnePath Life Lt d 1005879047/1nifg	\$62.34		\$5,777.65	
29/04/2021	Direct Debit OnePath Life Lt d 1005692403/1nifh	\$43.56		\$5,839.99	
28/04/2021	WITHDRAWAL equity	\$229,042.28		\$5,883.55	

Please note this Transaction List is not an official statement and is subject to change.

For loan accounts, the entry described as FEE CAPITALISATION affects the balance of the loan account. The entry/entries that appear immediately before this transaction describe the fees capitalised and do not affect the balance of the loan account.

Chart Code:	60400 / BQL2212570	5					
Account Name:	BOQ Superannuation Sa	avings Account					
BSB and Account	lumber: 124001 22125705						
Opening Balance	- Total Debits +	Total Credits	= Closing Balance			Data Feed Used	
\$ 129,539.58	\$ 320,550.42	\$ 193,636.31	\$ 2,625.47			BGL Bank Data Service	
Date	Description		Debit \$	Credit \$	Ledger Balance \$	Statement Balance \$	Variance \$
01/07/2020	Opening Balance				129,539.58	129,539.58	
07/07/2020	TFR FROM 022135579			1,100.00	130,639.58	130,639.58	
10/07/2020	TFR FROM 020220577			50,000.00	180,639.58		
10/07/2020	TFR FROM 022198661			57,200.00	237,839.58	237,839.58	
14/07/2020	TFR FROM 022135579			1,100.00	238,939.58	238,939.58	
21/07/2020	TFR FROM 022135579			1,100.00	240,039.58	240,039.58	
29/07/2020	Direct Debit OnePath Life Lt d		43.56		239,996.02		
29/07/2020	1005692403/1gn3v Direct Debit OnePath Life Lt d		62.34		239,933.68	239,933.68	
31/07/2020	1005879047/1gn3u INTEREST PAYMENT SYSTEM GEN	ERATED *		103.93	240,037.61	240,037.61	
07/08/2020	BPAY TAX OFFICE P	AYMENTS	4,565.00		235,472.61	235,472.61	
11/08/2020	IB2-33459121 BPAY TAX OFFICE P	AYMENTS	977.30		234,495.31		
11/08/2020	IB2-13712818 TFR TO ACCOUNT 022135579		321.00		234,174.31	234,174.31	
17/08/2020	TFR TO ACCOUNT 022135579		770.00		233,404.31	233,404.31	
31/08/2020	Direct Debit OnePath Life Lt d		43.56		233,360.75		
31/08/2020	1005692403/1hZru Direct Debit OnePath Life Lt d		62.34		233,298.41		
31/08/2020	1005879047/1hZrt INTEREST PAYMENT SYSTEM GEN	ERATED *		119.91	233,418.32		
29/09/2020	Direct Debit OnePath Life Lt d 1005692403/1iLRU		43.56		233,374.76		

Date	Description	Debit	Credit	Ledger Balance	Statement Balance	Variance
		\$	\$	\$	\$	\$
29/09/2020	Direct Debit OnePath Life Lt d 1005879047/1iLRT	62.34		233,312.42	233,312.42	
30/09/2020	INTEREST PAYMENT SYSTEM GENERATED *		104.87	233,417.29	233,417.29	
15/10/2020	TFR TO ACCOUNT 020220577	3,355.00		230,062.29	230,062.29	
29/10/2020	Direct Debit OnePath Life Lt d 1005692403/1j8St	43.56		230,018.73		
29/10/2020	Direct Debit OnePath Life Lt d 1005879047/1j8Ss	62.34		229,956.39	229,956.39	
31/10/2020	INTEREST PAYMENT SYSTEM GENERATED *		78.70	230,035.09	230,035.09	
30/11/2020	INTEREST PAYMENT SYSTEM GENERATED *		71.84	230,106.93		
01/12/2020	Direct Debit OnePath Life Lt d	43.56		230,063.37		
01/12/2020	1005692403/1jvDC Direct Debit OnePath Life Lt d	62.34		230,001.03	230,001.03	
07/12/2020	1005879047/1jvDB BPAY TAX OFFICE PAYMENTS IB2-31822201	8,224.00		221,777.03	221,777.03	
23/12/2020	PAY ANYONE TO Herron Accountants 124185 021374214	2,475.00		219,302.03	219,302.03	
29/12/2020	Direct Debit OnePath Life Lt d 1005692403/1kfTE	43.56		219,258.47		
29/12/2020	Direct Debit OnePath Life Lt d 1005879047/1kfTD	62.34		219,196.13	219,196.13	
31/12/2020	INTERNET PAY ANYONE FEE	0.65		219,195.48		
31/12/2020	INTEREST PAYMENT SYSTEM GENERATED *		47.34	219,242.82	219,242.82	
11/01/2021	BPAY TAX OFFICE PAYMENTS	2,753.00		216,489.82	216,489.82	
29/01/2021	IB2-52952858 Direct Debit OnePath Life Lt d 1005692403/1IRtx	43.56		216,446.26		
29/01/2021	Direct Debit OnePath Life Lt d	62.34		216,383.92	216,383.92	
31/01/2021	1005879047/1IRtw INTEREST PAYMENT SYSTEM GENERATED *		46.17	216,430.09	216,430.09	
18/02/2021	TFR TO ACCOUNT 022135579	385.00		216,045.09	216,045.09	
19/02/2021	TFR FROM 020220577		70,000.00	286,045.09		

Date	Description	Debit \$	Credit \$	Ledger Balance \$	Statement Balance \$	Variance \$
19/02/2021	TFR TO ACCOUNT 020220577	52,000.00	· · · ·	234,045.09		
19/02/2021	TFR FROM 020220577		1,000.00	235,045.09	235,045.09	
28/02/2021	INTEREST PAYMENT SYSTEM GENERATED *		42.65	235,087.74	235,087.74	
02/03/2021	Direct Debit OnePath Life Lt d	43.56		235,044.18		
02/03/2021	1005692403/1mF3W Direct Debit OnePath Life Lt d	62.34		234,981.84	234,981.84	
30/03/2021	1005879047/1mF3V Direct Debit OnePath Life Lt d	43.56		234,938.28		
30/03/2021	1005692403/1mwOp Direct Debit OnePath Life Lt d	62.34		234,875.94	234,875.94	
31/03/2021	1005879047/1mwOo INTEREST PAYMENT SYSTEM GENERATED *		49.89	234,925.83	234,925.83	
28/04/2021	WITHDRAWAL equity	229,042.28		5,883.55	5,883.55	
29/04/2021	Direct Debit OnePath Life Lt d	43.56		5,839.99		
29/04/2021	1005692403/1nifh Direct Debit OnePath Life Lt d	62.34		5,777.65		
29/04/2021	1005879047/1nifg WITHDRAWAL SMSF LOAN FEES	5,874.04		(96.39)	(96.39)	
30/04/2021	INTEREST PAYMENT SYSTEM GENERATED *		45.05	(51.34)	(51.34)	
06/05/2021	TFR FROM 020220577		1,000.00	948.66	948.66	
19/05/2021	TFR FROM 020220577		10,424.96	11,373.62	11,373.62	
31/05/2021	Direct Debit OnePath Life Lt d	43.56		11,330.06		
31/05/2021	1005692403/1oTZA Direct Debit OnePath Life Lt d	62.34		11,267.72		
31/05/2021	1005879047/1oTZ9 INTEREST PAYMENT SYSTEM GENERATED *		0.93	11,268.65	11,268.65	
01/06/2021	BPAY TAX OFFICE PAYMENTS	4,270.65		6,998.00	6,998.00	
03/06/2021	IB2-19800659 TFR TO ACCOUNT 023175538	2,133.35		4,864.65	4,864.65	
28/06/2021	TRANSFER TO LOAN ACCT TFR: FROM TRAN A/C TO LOAN A/C	2,133.35		2,731.30	2,731.30	

Date	Description	Debit \$	Credit \$	Ledger Balance \$	Statement Balance \$	Variance \$
29/06/2021	Direct Debit OnePath Life Lt d 1005692403/1pCr9	43.56		2,687.74		
29/06/2021	Direct Debit OnePath Life Lt d 1005879047/1pCr8	62.34		2,625.40	2,625.40	
30/06/2021	INTEREST PAYMENT SYSTEM GENERATED *		0.07	2,625.47	2,625.47	
30/06/2021	CLOSING BALANCE			2,625.47	2,625.47	
		320,550.42	193,636.31			





# End of Period Closing Figures - Super Fund

Client Code: R	yan & Hume Sup YAN0005 <sup>-</sup> /MH	er Fund	Period Ended: <u>30 June 2021</u> Accountant: Julie Fuller
Cash on Hand:			
Debtors:	\$0.00	665	Accrued Income
	273.00		ASIC, overpayment of Ryan & Hume Bare Pty Ltd fee 🗸 🗸
	\$273,00	68000	Sundry Debtors
Creditors:	2,112.00 1,151.00 <b>\$3,263.00</b>	88000	Herron Accountants (refer accounting fees debtors ledger) Goldriver Jewellers North Lakes Pty Ltd Sundry Creditors will be paid back once year end is completed for whole group

Memo		Ledger [D			
Mamo	July 20	20 To June 2021			
	Dah!			Fudina Delever	
Mento	Debit	Credit	Net Activity	Ending Balance	
	\$495.00				
		\$770.00			
					Ryan & Hume Pty Ltd ASIC
					Paid invoice 25602 dated 4/12/20
					Ryan & Hume Bare Pty Ltd ASIC
					Ryan & Hume Bare Pty Ltd ASIC fee double paid
	\$275.00				Paid invoice 25790 dated 11/1/21
		\$385.00			From SF for 25602 invoice
D21 DM PAY ANYONE TO Herron Accountants 1241	\$275.00			\$1,151.00	Coded to Sundry Debtors in AO
	2020         DM PAY ANYONE TO Herron Accountants 1241           2020         CM TFR FROM 022125705           2020         DM PAY ASIC 182-3599030           2020         DM PAY ASIC 182-3599030           2020         DM PAY ANYONE TO Herron Accountants 1241           2020         DM PAY ANYONE TO Herron Accountants 1241           2021         DM PAY ASIC 182-38194178           2021         DM PAY ASIC 182-38194178           2021         DM PAY ANYONE TO Herron Accountants 1241           2021         CM TFR FROM 022125705           2021         DM PAY ANYONE TO Herron Accountants 1241           2021         DM PAY ANYONE TO Herron Accountants 1241           2021         DM PAY ANYONE TO Herron Accountants 1241	0020 CM TFR FROM 022125705         \$           0020 CM TFR FROM 022125705         \$           0020 DM BPAY ASIC IB2-3599030         \$55.00           0020 DM PAY ANYONE TO Herron Accountants 1241         \$385.00           0020 DM BPAY ASIC IB2-92033501         \$273.00           0021 DM PAY ANYONE TO Herron Accountants 1241         \$273.00           0021 DM PAY ANYONE TO Herron Accountants 1241         \$273.00           0021 DM PAY ANYONE TO Herron Accountants 1241         \$273.00           0021 DM PAY ANYONE TO Herron Accountants 1241         \$275.00           021 DM PAY ANYONE TO Herron Accountants 1241         \$275.00	0020 CM TFR FROM 022125705         \$321.00           0020 CM TFR FROM 022125705         \$770.00           0020 DM BPAY ASIC IB2-35999030         \$55.00           0020 DM PAY ANYONE TO Herron Accountants 1241         \$385.00           0020 DM BPAY ASIC IB2-36194178         \$273.00           0021 DM BPAY ASIC IB2-38194178         \$273.00           0021 DM PAY ANYONE TO Herron Accountants 1241         \$385.00           0021 DM PAY ASIC IB2-38194178         \$273.00           0021 DM PAY ANYONE TO Herron Accountants 1241         \$385.00           0021 DM PAY ASIC IB2-36194178         \$273.00           02121 DM PAY ASIC IB2-36194178         \$275.00           0221 DM PAY ASIC IB4-36194178         \$275.00           0221 DM PAY ASIC IB4-36194178         \$275.00	0020 CM TFR FROM 022125705         \$321.00           0020 CM TFR FROM 022125705         \$770.00           0020 DM BPAY ASIC IB2-35999030         \$55.00           0020 DM APX ANYONE TO Herron Accountants 1241         \$385.00           0020 DM BPAY ASIC IB2-392033501         \$273.00           0021 DM APX ASIC IB2-38194178         \$273.00           0021 DM PAY ANYONE TO Herron Accountants 1241         \$275.00           0021 DM PAY ASIC IB2-38194178         \$277.00           0021 DM PAY ANYONE TO Herron Accountants 1241         \$275.00           0021 DM PAY ANYONE TO HErron Accountants 1241         \$285.00	0020 CM TFR FROM 022125705         \$321.00         \$770.00           0020 CM TFR FROM 022125705         \$770.00         \$0.00           0020 DM BPAY ASIC IB2-35999030         \$555.00         \$555.00           0020 DM APY ANYONE TO Herron Accountants 1241         \$385.00         \$440.00           0020 DM BPAY ASIC IB2-92033501         \$273.00         \$713.00           0021 DM BPAY ASIC IB2-38194178         \$2273.00         \$9886.00           0021 DM PAY ANYONE TO Herron Accountants 1241         \$275.00         \$1261.00           0021 DM PAY ASIC IB2-36194178         \$273.00         \$9886.00           0021 DM PAY ANYONE TO Herron Accountants 1241         \$275.00         \$1261.00           0021 DM PAY ASIC IB2-36194178         \$273.00         \$1261.00           0021 DM PAY ASIC IB2-36194178         \$275.00         \$385.00

#### Workpaper 18

#### **Herron**Accountants • **Income in Advance** Ryan & Hume Super Fund Period Ended: 30 June 2021 Client Name: RYAN0005 Client Code: Accountant: Julie Fuller Rent in Advance account 88100 110/53 Endeavour Boulevard, North Lakes Rent is charged at \$1,100 per week inc GST. \$1,000 ex GST. # Wks 0.00 Net of GST 01/07/2017 Opening Balance 0 Rent Received 2018 year 103,818.18 Net of GST 103.80 (\$114,200 inc GST) 103,818.18 103.80 30/06/2018 Recognise 12 months as income (52,000.00) -52.00 30/06/2018 Closing Balance 51,818.18 51.80 01/07/2018 Opening Balance 51,818.18 51.80 No movement in 2019 year as tenant continued to pay weekly rent, therefore rent in advance figure has not changed. 30/06/2019 Closing Balance 51,818.18 51.80 30/06/2020 Recognise 8 weeks as income (8,000.00) 43.80 30/06/2020 Closing Balance 43,818.18 # Wks 01/07/2020 Opening Balance 43,818.18 Net of GST 43.80 Rent Received 2021 year 60,181.82 Net of GST 60.20 (\$66,200 inc GST) 104,000.00 104.00 30/06/2021 Recognise 12 months as income (52,000.00)-52.00 30/06/2021 Closing Balance 52,000.00 52.00

#### Fortune Street, Geebung

Rent is charged at \$3,465 per month inc GST. \$3,150 ex GST.

			# Mths	
01/07/2020	Opening Balance (settled 28/04/2021)	0.00 Net of GST	-	
	Rent Received 2021 year (\$48,820.68 inc GST)	44,382.44 Net of GST	14.09	
		44,382.44	14.09	
30/06/2021	Recognise 2 full months & 3 days_	(6,582.44)	-2.09	
30/06/2021	Closing Balance	37,800.00	12.00	





### **GST Reconciliation**

Name:	Ryan & Hume Super Fund	Period Ended:	30 June 2021
Code:	RYAN0005	Accountant:	Devarshi
		Reviewer:	Julie

(enter debit figures as positive and credit figures as negative)

	GST Collected	GST Collected Adjustments	GST Paid	GST Paid Adjustments	Total GST	
Per BGL360 Balance Sheet	4,739.42	0.00	0.00	0.00	4,739.42	V
GST on Debtor/Creditor (if cash basis)	0.00	0.00	0.00	0.00	0.00	
. , ,	4,739.42	0.00	0.00	0.00	4,739.42	
June 2021 BAS figures	4,739.00	$\checkmark$	0.00		4,739.00	
Variance	0.42	0.00	0.00	0.00	0.42	
Made up of: Eg FBT Employee Contribution Rounding	0.42				0.00 0.42 0.00 0.00 0.00 0.00	
-	0.42	0.00	0.00	0.00	0.42	
Check Balances (should be 0)	0.00	0.00	0.00	0.00	0.00	

### Workpaper 19

HerronAccountants

RYAN0005

-

### **BAS Reconciliation (Quarterly)**

Client Name: Client Code:

Ryan & Hume Super Fund

Period Ended: Accountant: Reviewer:

30 June 2021 Devarshi Julie

V

BAS RETURNS FOR THE YEAR		OR THE	Gross Sales	GST on sales	Net Sales	Capital Purchases	Non Cap Purchaes	GST on purchases	Total GST	Gross Wages	PAYG Withholding	Fuel Tax Credits	FBT Instalment	PAYG Instalment	Payable/ Refundable
			• •			FIGURE	S REPORTE	D ON BAS 1	O ATO FROM P	ORTAL	4		ļ		
September Quarter		60,500	5,500	55,000			289	5,211					3,013	8,224	
December	Quarter				-	-		260	- 260					3,013	2,753
March Quarter				-	-		25	- 25					-	- 25	
June Quar	ter		54,521	4,956	49,565			217	4,739					-	4,739
		Totals	115,021	10,456	104,565	-	-	791	9,665	-	-	-	-	6,026	15,691
MYOB FIG	GURES F	OR YEAR	Gross Sales	GST on sales	Net Sales	Capital Purchases	Non Cap Purchaes	GST on purchases	Total GST	Gross Wages	PAYG Withholding	Fuel Tax Credits	FBT Instalment	PAYG Instalment	Payable/ Refundable
						FIGURE	S THAT AP	PEAR IN MY	OB OR QUICKB	OOKS	•		•		
Septembe	r Quarter		60,500	5,500	55,000			45	5,455					3,013	8,468
December Quarter				-			260	- 260					3,013	2,753	
March Qua	arter				-			25	- 25					-	- 25
June Quar	ter		54,521	4,956	49,565			217	4,739						4,739
		Totals	115,021	10,456	104,565	-	-	547	9,909	-	-	-	-	6,026	15,935
VARA	NCE FOR	YEAR	Gross Sales	GST on sales	Net Sales	Capital Purchases	Non Cap Purchaes	GST on purchases	Total GST	Gross Wages	PAYG Withholding	Fuel Tax Credits	FBT Instalment	PAYG Instalment	Payable/ Refundable
							VA	RANCES PE	R BAS						
Septembe	r Quarter		-	-	-	-	-	244	- 244	-	-	-	-	-	- 244
December	Quarter		-	-	-	-	-	-	-	-	-	-	-	-	-
March Qua	arter		-	-	-	-	-	-	-	-	-	-	-	-	-
June Quar	ter		-	-	-	-	-	-	-	-	-	-	-	-	-
		Totals	-	-	-	-	-	244	- 244	-	-	-	-	-	- 244
	1					1		I I -=		1	1		1		
NEW FI	GURES	ON BAS	54,521	4,956	49,565	-	-	- 27	4,983	-	-	-	-	-	4,983

NOTES:

GST variance in Sept 2020 BAS is 2020 GST adjustment T

Reference Number: 302535



Australian Government Australian Taxation Office

AgentHERRON ACCOUNTANTSClientTHE TRUSTEE FOR RYAN &<br/>HUME SUPER FUNDABN55 276 641 354

### Print activity statement

Acc	count	Period	Document ID	GST acc method	ounting
TRI	vity statement – 001 – THE JSTEE FOR RYAN & HUME PER FUND	Jul 2020 – Sep 2020	442779210	16 Cash	
Rec	eipt ID	430637	73530		
Date	e lodged	07 Dec	ember 2020		
Pay	ment due date	16 Dec	ember 2020		
Sta	tement summary				
Des	scription		Reported Value	Owed to ATO	Owed by ATO
Goo	ods and services tax (GST)				
1A	Owed to ATO			\$5,500.00	
1B	Owed by ATO				\$289.00
G1	Total sales		\$60,500.00		
	Does this include GST?		Yes		
PA	/G income tax instalment				
5A	Owed to ATO			\$3,013.00	
5B	Owed by ATO				\$0.00
Τ7	Instalment amount – Based on \$ 12,054.30 from the 2019 asse		\$3,013.00		

### Amount owing to ATO

\$8,224.00

**BPAY<sup>®</sup>** 



Biller code 75556 Ref 552766413547360

### Telephone and Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or credit card account.



Australian Government
 Australian Taxation Office

AgentHERRON ACCOUNTANTSClientTHE TRUSTEE FOR RYAN &<br/>HUME SUPER FUNDABN55 276 641 354

### Print activity statement

Aco	count	Period	Document ID	t GST acc method	ounting
TR	ivity statement – 001 – THE USTEE FOR RYAN & HUME PER FUND	Oct 2020 – Dec 2020	45240337	I57 Cash	
Rec	eipt ID	547735	55540		
Date	e lodged	11 Janı	uary 2021		
Pay	ment due date	02 Mar	ch 2021		
Sta	tement summary				
Des	scription		Reported Value	Owed to ATO	Owed by ATO
Go	ods and services tax (GST)				
1A	Owed to ATO			\$0.00	
1B	Owed by ATO				\$260.00
G1	Total sales		\$0.00		
	Does this include GST?		Yes		
PA	YG income tax instalment				
5A	Owed to ATO			\$3,013.00	
5B	Owed by ATO				\$0.00
Τ7	Instalment amount – Based on t \$ 12,054.30 from the 2019 asses		\$3,013.00		

### Amount owing to ATO

\$2,753.00

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Australian Government Australian Taxation Office

> Agent HERRON ACCOUNTANTS Client THE TRUSTEE FOR RYAN & HUME SUPER FUND ABN 55 276 641 354

### Print activity statement

Ace	count	Period	Document ID	t GST acc method	ounting
TR	ivity statement – 001 – THE USTEE FOR RYAN & HUME PER FUND	Jan 2021 – Ma 2021	r 45399443⊿	167 Cash	
Rec	eipt ID	18488	352414		
Date	e lodged	25 Ma	ay 2021		
Pay	ment due date	26 Ma	ay 2021		
Sta	atement summary				
Des	scription		Reported Value	Owed to ATO	Owed by ATO
Go	ods and services tax (GST)				
1A	Owed to ATO			\$0.00	
1B	Owed by ATO				\$25.00
G1	Total sales		\$0.00		
	Does this include GST?		Yes		
PA	YG income tax instalment				
5A	Owed to ATO			\$0.00	
5B	Owed by ATO				\$0.00
Τ7	Instalment amount – Based on t \$ 12,054.30 from the 2019 asses		\$3,013.00		
Т8	Estimated tax for year		\$6,026.00		
Т9	Varied amount payable for quarter	er	\$0.00		
T4	Reason for variation		Change in investments		

### **Refund amount**

\$25.00

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



Australian Government Australian Taxation Office

AgentHERRON ACCOUNTANTSClientTHE TRUSTEE FOR RYAN &<br/>HUME SUPER FUNDABN55 276 641 354

### Print activity statement

Aco	count	Period	Document ID	GST acc method	ounting
TR	ivity statement – 001 – THE USTEE FOR RYAN & HUME PER FUND	Apr 2021 – Jun 2021	455623505	598 Cash	
Rec	eipt ID	401488	2345		
Date	e lodged	18 Augi	ust 2021		
Pay	ment due date	25 Augi	ust 2021		
Sta	atement summary				
Des	scription		Reported Value	Owed to ATO	Owed by ATO
Go	ods and services tax (GST)				
1A	Owed to ATO			\$4,956.00	
1B	Owed by ATO				\$217.00
G1	Total sales		\$54,520.00		
	Does this include GST?		Yes		
PA	YG income tax instalment				
5A	Owed to ATO			\$0.00	
5B	Owed by ATO				\$0.00
Τ7	Instalment amount – Based on \$ 16,690.65 from the 0000 asse		\$0.00		

### Amount owing to ATO

\$4,739.00

**BPAY<sup>®</sup>** 



Biller code 75556 Ref 552766413547360

### Telephone and Internet Banking - BPAY®

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### Ryan & Hume Super Fund Detailed Activity Statement Preparation Report

Income         Sales           Property Income         Fortune St, Geebung           3006/2021         Fortune St, Geebung         7,40.68         100%         668.24           3006/2021         Fortune St, Geebung         41,580.00         46,82.04         44,88.04           3006/2021         Fortune St, Geebung         41,580.00         46,82.04         44,88.04           0707/2020         Unit 110, 53 Endeavour Boulevard, North Lakes         1,100.00         100%         5.200.00           1007/2020         Unit 110, 53 Endeavour Boulevard, North Lakes         57,200.00         100%         6.00.00           1407/2020         Unit 110, 53 Endeavour Boulevard, North Lakes         5,700.00         100%         100.00           1200/2020         Unit 110, 53 Endeavour Boulevard, North Lakes         5,700.00         100%         100.00           2407/2020         Unit 110, 53 Endeavour Boulevard, North Lakes         5,700.00         100%         100.00         10.46.42           5006/2021         Unit 110, 53 Endeavour Boulevard, North Lakes         5,700.00         100%         60.01.81.18           6016 ST collect Unit 110, 53 Endeavour Boulevard, North Lakes         6,700.00         60.01.81.18         60.01.81.18           10402 ST collect Unit 110, 53 Endeavour Boulevard, North Lakes         5,700.	Description		Reference	Gross(Inc GST)	GST Rate	GST
Property income         Fortune St, Geebung         7,240,68         100%         668,24           3006/2021         Fortune St, Geebung         1,1590,00         100%         3,760,00         48,820,68         4,332,40           0007/2020         Unit 110,53 Endeavour Boulevard, North Lakes (Valued 05/11/2018)         100,00	Income					
Fortune St, Geebung         7,240,68         100%         658,24           3006/2021         Fortune St, Geebung         41,580,00         100%         3,760,00           48,820,68         44,83,24         44,83,24         44,83,24           Unit 110, 53 Endeavour Boulevard, North Lakes (Valued 05/11/2018)         1000/2020         100,00         100,00           0007/2020         Unit 110, 53 Endeavour Boulevard, North Lakes         5,7200,00         100%         5,200,00           14007/2020         Unit 110, 53 Endeavour Boulevard, North Lakes         1,100,00         1000%         5,200,00           14007/2020         Unit 110, 53 Endeavour Boulevard, North Lakes         1,100,00         100,00         100,00           20/07/2020         Unit 110, 53 Endeavour Boulevard, North Lakes         1,100,00         100,00         6,016,18           20/07/2020         Unit 110, 53 Endeavour Boulevard, North Lakes         5,700,00         100%         6,016,18           20/07/2020         Unit 110, 53 Endeavour Boulevard, North Lakes         5,700,00         100,46,42         116,502,68         10,456,42           Expenses         Expenses         533,138,00         GST Free         0,00         0,00         0,00         0,00         0,00         0,00         0,00         0,00         0,00	Sales					
3006/2021         Fortune St, Geebung         7.240.68         100%         658.24           3006/2021         Fortune St, Geebung         41.580.00         100%         3.780.00           07/07/2020         Unit 110, 53 Endeavour Boulevard, North Lakes (Valued 05/11/2018)         44.8820.68         1.100.00         100.00           00/07/2020         Unit 110, 53 Endeavour Boulevard, North Lakes (Valued 05/11/2018)         57.200.00         100%         5.200.00           00/07/2020         Unit 110, 53 Endeavour Boulevard, North Lakes         1.100.00         100%         5.200.00           1007/2020         Unit 110, 53 Endeavour Boulevard, North Lakes         1.100.00         100%         5.200.00           1007/2020         Unit 110, 53 Endeavour Boulevard, North Lakes         1.100.00         100%         6.010.00           21/07/2020         Unit 110, 53 Endeavour Boulevard, North Lakes         1.100.00         100%         100.00           21/07/2021         Unit 110, 53 Endeavour Boulevard, North Lakes         1.100.00         100%         100.00           21/07/2021         Unit 110, 53 Endeavour Boulevard, North Lakes         1.100.00         100%         100.00           21/07/2021         Unit 110, 53 Endeavour Boulevard, North Lakes         1.100.00         100%         100.60           20/06/2011	Property Income					
30/06/2021         Fortune St, Geebung         41,580.00         100%         3,780.00           30/06/2021         Fortune St, Geebung         41,580.00         100%         3,780.00           07/07/2020         Unit 110, 53 Endeavour Boulevard, North Lakes         1,100.00         1000%         5,200.00           1007/2020         Unit 110, 53 Endeavour Boulevard, North Lakes         1,100.00         100%         5,200.00           1007/2020         Unit 110, 53 Endeavour Boulevard, North Lakes         1,100.00         100%         5,200.00           1007/2020         Unit 110, 53 Endeavour Boulevard, North Lakes         1,100.00         100%         5,200.00           11407/2020         Unit 110, 53 Endeavour Boulevard, North Lakes         1,100.00         100%         5,200.00           12107/2020         Unit 110, 53 Endeavour Boulevard, North Lakes         1,100.00         100%         5,200.00           12107/2020         Unit 110, 53 Endeavour Boulevard, North Lakes         1,100.00         100%         5,81.81           3006/2021         Unit 110, 53 Endeavour Boulevard, North Lakes         1,100.00         100%         5,81.81           3006/2021         Unit 110, 53 Endeavour Boulevard, North Lakes         1,100.00         10,456.42           Expenses         Capital Burchases         10,456.42	Fortune St, Geebung	g				
48,820.68         4,438.24           Unit 110, 53 Endeavour Boulevard, North Lakes (Valued 05/11/2018)         1,100.00         100%         100.00           07/07/2020         Unit 110, 53 Endeavour Boulevard, North Lakes (Valued 05/11/2018)         57,200.00         100%         5,200.00           1007/2020         Unit 110, 53 Endeavour Boulevard, North Lakes (Valued 05/11/2018)         57,200.00         100%         5,200.00           1007/2020         Unit 110, 53 Endeavour Boulevard, North Lakes (Valued 05/11/2018)         57,200.00         100%         100.00           114/07/2020         Unit 110, 53 Endeavour Boulevard, North Lakes (Valued 05/11/2018)         1,100.00         100%         100.00           2107/2020         Unit 110, 53 Endeavour Boulevard, North Lakes (Valued 05/11/2018)         66,200.00         6.018.18         10.466.42           2008/2021         Unit 110, 53 Endeavour Boulevard, North Lakes (S.700.00         100%         100.466.42           Total Sales         G1         115,020.68         10.466.42           Expenses         28/04/2021         Fortune St, Geebung         539,138.00         0.00           28/04/2021         Fortune St, Geebung         539,138.00         0.00         0.00           28/04/2021         Fortune St, Geebung         539,138.00         0.00         0.00         0.00	30/06/2021	Fortune St, Geebung		7,240.68	100%	658.24
Unit 110, 53 Endeavour Boulevard, North Lakes (Valued 05/11/2018)         1,100.00         100%         100.00           1007/2020         Unit 110, 53 Endeavour Boulevard, North Lakes         57,200.00         100%         5,200.00           110/720180         Unit 110, 53 Endeavour Boulevard, North Lakes         57,200.00         100%         6,200.00           14/07/2020         Unit 110, 53 Endeavour Boulevard, North Lakes         1,100.00         100%         6,000.00           21/07/2020         Unit 110, 53 Endeavour Boulevard, North Lakes         5,700.00         100.00         6,018.18           03006/2021         Unit 110, 53 Endeavour Boulevard, North Lakes         6,010.00         6,018.18         10,456.42           70/alued 05/11/2018)         66,200.00         6,018.18         10,456.42         5           70/alued 05/11/2018)         61         115.020.68         10,456.42           Expenses         61         115.020.68         10,456.42           Expenses         539,138.00         ST Free         0.00           28/04/2021         Fortune St, Geebung         539,138.00         ST Free         0.00           28/04/2021         Fortune St, Geebung         539,138.00         0.00         0.00         0.00           Stal Capital Purchases         G10	30/06/2021	Fortune St, Geebung		41,580.00	100%	3,780.00
07/07/2020         Unit 110, 53 Endeavour Boulevard, North Lakes         1,100.00         100%         5,200.00           14/07/2020         Unit 110, 53 Endeavour Boulevard, North Lakes         57,200.00         100%         5,200.00           14/07/2020         Unit 110, 53 Endeavour Boulevard, North Lakes         1,100.00         100%         100.00           1/07/2020         Unit 110, 53 Endeavour Boulevard, North Lakes         1,100.00         100%         100.00           2/07/2020         Unit 110, 53 Endeavour Boulevard, North Lakes         1,100.00         100%         100.00           2/07/2020         Unit 110, 53 Endeavour Boulevard, North Lakes         1,100.00         100%         100.00           3006/2021         Unit 110, 53 Endeavour Boulevard, North Lakes         1,100.00         100%         518.18           Valued 05/11/2018)         66,200.00         6,618.18         61,200.00         6,018.18           115,020.68         115,020.68         10,456.42         5700.00         10,456.42           Expenses         1         10,456.42         539,138.00         0.00         539,138.00         0.00           28/04/2021         Fortune St, Geebung         539,138.00         GST Free         0.00         0.00         539,138.00         0.00         0.00         0.00 <td></td> <td></td> <td></td> <td>48,820.68</td> <td></td> <td>4,438.24</td>				48,820.68		4,438.24
(Valued 05/11/2018)       1,100.00       100730       100730         10072020       Unit 110, 53 Endeavour Boulevard, North Lakes       57,200.00       100%       5200.00         14/072020       Unit 110, 53 Endeavour Boulevard, North Lakes       1,100.00       100%       100.00         21/072020       Unit 110, 53 Endeavour Boulevard, North Lakes       1,100.00       100%       100.00         21/072020       Unit 110, 53 Endeavour Boulevard, North Lakes       1,100.00       100%       60.00.00         3006/2021       Unit 110, 53 Endeavour Boulevard, North Lakes       5,700.00       100%       518.18         Valued 05/11/2018)       66.200.00       6.018.18       10,456.42         Zivaled 05/11/2018)       10,456.42       10,456.42         Total GST collected on Sales       1A       10,456.42         Expenses       10       539,138.00       0.00         28/04/2021       Fortune St, Geebung       539,138.00       0.00         28/04/2021       Fortune St, Geebung       539,138.00       0.00         Total Capital Purchases       G10       639,138.00       0.00         Non Capital Purchases       405.00       100%       45.00         Accountancy Fees       495.00       100%       45.00	Unit 110, 53 Endeav	vour Boulevard, North Lakes (Valued 05/11/2018)				
(Valued 05/11/2018)       5/200.00       100%       5,200.00         14/07/2020       Unit 110, 53 Endeavour Boulevard, North Lakes       1,100.00       100%       100.00         2/107/2020       Unit 110, 53 Endeavour Boulevard, North Lakes       1,100.00       100%       100.00         30/06/2021       Unit 110, 53 Endeavour Boulevard, North Lakes       1,100.00       100%       518.18         (Valued 05/11/2018)       66,200.00       6,018.18       10,456.42         Total Sales       G1       115,020.68       10,456.42         Total Sales       G1       115,020.68       10,456.42         Expenses       28/04/2021       Fortune St, Geebung       539,138.00       GST Free       0.00         28/04/2021       Fortune St, Geebung       539,138.00       GST Free       0.00       0.00         Total Capital Purchases       G10       539,138.00       0.00       0.00       0.00         Total Capital Purchases       G10       539,138.00       0.00       0.00       0.00         Non Capital Purchases       G10       539,138.00       0.00       0.00       0.00       0.00         Non Capital Purchases       420020       Accountancy Fees       495.00       100%       45.00       11/12/2020 <td></td> <td></td> <td></td> <td>1,100.00</td> <td>100%</td> <td>100.00</td>				1,100.00	100%	100.00
(Valued 05/11/2018)       1,100.00       100%       100%         21/07/2020       Unit 110, 53 Endeavour Boulevard, North Lakes       1,100.00       100%       100%         30/06/2021       Unit 110, 53 Endeavour Boulevard, North Lakes       5,700.00       100%       6,018.18         (Valued 05/11/2018)       66,200.00       6,018.18       6,018.18         115,020.68       115,020.68       10,456.42         Total GST collected on Sales       1A       10,456.42         Expenses       1       10,456.42         Capital Purchases       61       115,020.68         Real Estate Properties (Australian - Non Residential)       539,138.00       GST Free       0.00         539,138.00       GST Free       0.00       0.00       0.00       0.00         Total Capital Purchases       G1       539,138.00       0.00       0.00       0.00         Total Capital Purchases       G10       539,138.00       0.00       0.00       0.00       0.00         Non Capital Purchases       G10       539,138.00       0.00       0.00       0.00       0.00         Non Capital Purchases       4200/2020       Accountancy Fees       495.00       100%       45.00       11/12/2020       45.00       100% </td <td></td> <td></td> <td></td> <td>57,200.00</td> <td>100%</td> <td>5,200.00</td>				57,200.00	100%	5,200.00
(Valued 05/11/2018)       1,100.00       100%       100%         30/06/2021       Unit 110, 53 Endeavour Boulevard, North Lakes       5,700.00       100%       518.18         66,200.00       66,200.00       66,018.18       10,456.42         Total Sales       G1       115,020.68       10,456.42         Total GST collected on Sales       1A       10,456.42         Expenses       10       10,456.42         Capital Purchases       10       10,456.42         Real Estate Properties (Australian - Non Residential)       10,456.42         Fortune St, Geebung       539,138.00       GST Free         28/04/2021       Fortune St, Geebung       539,138.00       0.00         539,138.00       0.00       539,138.00       0.00         Total Capital Purchases       G10       539,138.00       0.00         Non Capital Purchases       G10       539,138.00       0.00         Non Capital Purchases       G10       539,138.00       0.00         Non Capital Purchases       495.00       100%       45.00         07/08/2020       Accountancy Fees       385.00       100%       35.00				1,100.00	100%	100.00
(Valued 05/11/2018)         5,700.00         100%         518.18           66,200.00         6,018.18         10,456.42           Total Sales         G1         115.020.68         10,456.42           Total GST collected on Sales         1A         10,456.42           Expenses         Capital Purchases         10,456.42           Real Estate Properties (Australian - Non Residential)         539,138.00         GST Free         0.00           Fortune St, Geebung         539,138.00         GST Free         0.00         0.00           539,138.00         539,138.00         0.00         539,138.00         0.00           Total Capital Purchases         G10         539,138.00         0.00           Non Capital Purchases         G10         539,138.00         0.00           Total Capital Purchases         G10         539,138.00         0.00           Total Capital Purchases         G10         539,138.00         0.00           Non Capital Purchases         Kaccountancy Fees         495.00         100%         45.00           07/08/2020         Accountancy Fees         385.00         100%         35.00				1,100.00	100%	100.00
115,020.68         10,456.42           Total Sales         G1         115,020.68           Total GST collected on Sales         1A         10,456.42           Expenses         1A         10,456.42           Capital Purchases         1A         10,456.42           Expenses         1A         10,456.42           Capital Purchases         1A         10,456.42           Fortune St, Geebung         539,138.00         GST Free         0.00           539,138.00         GST Free         0.00         0.0				5,700.00	100%	518.18
Total Sales         G1         115,020.68           Total GST collected on Sales         10,456.42           Expenses         10,456.42           Capital Purchases         200           Real Estate Properties (Australian - Non Residential)         539,138.00           Fortune St, Geebung         539,138.00           28/04/2021         Fortune St, Geebung         0.00           539,138.00         539,138.00         0.00           539,138.00         539,138.00         0.00           Total Capital Purchases         G10         539,138.00         0.00           Total Capital Purchases         G10         539,138.00         0.00           Non Capital Purchases         G10         539,138.00         0.00           Accountancy Fees         G10         365.00         100%         45.00           11/12/2				66,200.00		6,018.18
Total GST collected on Sales         10,456.42           Expenses         Capital Purchases            Real Estate Properties (Australian - Non Residential)             Fortune St, Geebung          539,138.00         GST Free         0.00           28/04/2021         Fortune St, Geebung           0.00           539,138.00         GST Free         0.00          0.00           539,138.00         0.00          0.00           0.00           Total Capital Purchases         G10         539,138.00         0.00          0.00           0.00           0.00           0.00           0.00           0.00           0.00           0.00          0.00           0.00           0.00          0.00          0.00          0.00          0.00          0.00          0.00           0.00           0.00           0.00 <td></td> <td></td> <td></td> <td>115,020.68</td> <td></td> <td>10,456.42</td>				115,020.68		10,456.42
Expenses         Capital Purchases           Real Estate Properties (Australian - Non Residential)         Fortune St, Geebung           28/04/2021         Fortune St, Geebung         539,138.00         GST Free         0.00           28/04/2021         Fortune St, Geebung         539,138.00         0.00         0.00           539,138.00         GST Free         0.00	Total Sales		G1	115,020.68		
Capital Purchases         Real Estate Properties (Australian - Non Residential)         Fortune St, Geebung       539,138.00       GST Free       0.00         28/04/2021       Fortune St, Geebung       539,138.00       GST Free       0.00         28/04/2021       Fortune St, Geebung       539,138.00       GST Free       0.00         539,138.00       539,138.00       0.00       0.00         539,138.00       539,138.00       0.00         501 Capital Purchases       G10       539,138.00       0.00         Non Capital Purchases         Accountancy Fees         Accountancy Fees         07/08/2020       Accountancy Fees       495.00       100%       45.00         11/12/200       Accountancy Fees       385.00       100%       35.00	Total GST collected	d on Sales	1A			10,456.42
Real Estate Properties (Australian - Non Residential)         Fortune St, Geebung         28/04/2021       Fortune St, Geebung         28/04/2021       Fortune St, Geebung         28/04/2021       Fortune St, Geebung         28/04/2021       Fortune St, Geebung         539,138.00       GST Free         539,138.00       0.00         539,138.00       0.00         539,138.00       0.00         539,138.00       0.00         Total Capital Purchases       G10       539,138.00         Non Capital Purchases       G10       539,138.00         Accountancy Fees       V       V         Accountancy Fees       495.00       100%       45.00         11/12/202       Accountancy Fees       385.00       100%       35.00	Expenses					
Fortune St, Geebung       539,138.00       GST Free       0.00         539,138.00       539,138.00       0.00         539,138.00       539,138.00       0.00         Total Capital Purchases       G10       539,138.00       0.00         Non Capital Purchases       G10       539,138.00       0.00         Accountancy Fees       7008/2020       Accountancy Fees       495.00       100%       45.00         11/12/2020       Accountancy Fees       385.00       100%       35.00	Capital Purchases					
28/04/2021       Fortune St, Geebung       539,138.00       GST Free       0.00         539,138.00       539,138.00       0.00         539,138.00       539,138.00       0.00         Total Capital Purchases       G10       539,138.00         Non Capital Purchases         Accountancy Fees         Accountancy Fees         07/08/2020       Accountancy Fees       495.00       100%       45.00         11/12/2020       Accountancy Fees       385.00       100%       35.00	Real Estate Proper	ties (Australian - Non Residential)				
539,138.00       0.00         539,138.00       0.00         539,138.00       0.00         Total Capital Purchases       G10       539,138.00         Non Capital Purchases       G10       539,138.00         Accountancy Fees       70/08/2020       Accountancy Fees         07/08/2020       Accountancy Fees       495.00       100%       45.00         11/12/2020       Accountancy Fees       385.00       100%       35.00	Fortune St, Geebung	g				
539,138.00       0.00         Total Capital Purchases       G10       539,138.00         Non Capital Purchases       539,138.00       100         Accountancy Fees       700       200         07/08/2020       Accountancy Fees       495.00         11/12/2020       Accountancy Fees       385.00	28/04/2021	Fortune St, Geebung		539,138.00	GST Free	0.00
Total Capital Purchases       G10       539,138.00         Non Capital Purchases         Accountancy Fees         Accountancy Fees				539,138.00		0.00
Non Capital Purchases           Accountancy Fees           Accountancy Fees           07/08/2020         Accountancy Fees           11/12/2020         Accountancy Fees           11/12/2020         Accountancy Fees				539,138.00		0.00
Accountancy Fees         495.00         100%         45.00           11/12/2020         Accountancy Fees         385.00         100%         35.00	Total Capital Purch	nases	G10	539,138.00		
Accountancy Fees         495.00         100%         45.00           11/12/2020         Accountancy Fees         385.00         100%         35.00	Non Capital Purcha	ases				
07/08/2020Accountancy Fees495.00100%45.0011/12/2020Accountancy Fees385.00100%35.00	Accountancy Fees					
11/12/2020     Accountancy Fees     385.00     100%     35.00	Accountancy Fees					
	07/08/2020	Accountancy Fees		495.00	100%	45.00
23/12/2020         Accountancy Fees         2,090.00         100%         190.00	11/12/2020	Accountancy Fees		385.00	100%	35.00
	23/12/2020	Accountancy Fees		2,090.00	100%	190.00

Description			Reference	Gross(Inc GST)	GST Rate	GST
31/03/2021	Accountancy Fees			275.00	100%	25.00
30/06/2021	Accountancy Fees			275.00	100%	25.00
30/06/2021	Accountancy Fees	This GST should not have		2,112.00	100%	192.00
		2022FY when paid to HA. need to ensure not claime BAS.		<del>y,</del> 5,632.00		512.00
		DAS.		5,632.00		512.00
Auditor's Remun	eration					
Auditor's Remuner	ation					
23/12/2020	Auditor's Remunera	ation		385.00	100%	35.00
				385.00		35.00
				385.00		35.00
Total Non Capital	Purchases		G11	6,017.00		
Total GST Paid of	n Purchases		1B			547.00
BAS Summary						
			-			
Total Sales	C	<b>G1</b> 115,020.0	68 V Total GST	Collected on Sales	1A	10,456.42
Total Capital Pur	chases (	<b>G10</b> 539,138.0	00 Total GST	Paid on Purchases	1B 📢	547.00
Total Non Capita	l Purchases (	<b>G11</b> 6,017.0	00 GST Payab	le / (Refundable)		9,909.42

# YOUR ONECARE Ann**ual summ**ary



Ryan and Hume Pty Ltd ATF Ryan and Hume Super Fund 7/20 Fortune Street GEEBUNG QLD 4034



YOUR NEW MONTHLY PREMIUM IS \$62.34 × 12 mths = \$748.08

#### 16 June 2020

Dear policy owner,

The anniversary of the start of your OneCare held through super insurance policy is 28 July 2020.

Each year before your policy anniversary we provide an Annual Summary to let you know about any changes to your policy, cover and premium. This information, with a breakdown of how your premium is calculated, is included in the enclosed Policy Schedule.

We have included information about the indexation increase to your cover to help you decide whether or not you wish to accept a higher amount insured. As the amount insured increases with indexation, your premium will usually also increase. See over for details.

NEXT STEPS STAY PROTECTED 1 3 5

To ensure your cover continues to meet your needs review your Policy Schedule and the information on the following pages on indexation.

- If you are happy, you don't need to do anything. The changes will take effect from 28 July 2020.
- Keep your Policy Schedule in a secure place.

WE'RE MERE TO HELP

Thank you for choosing OnePath.

If you have questions or changes, please contact us or your financial adviser, MLC Advice Albany Creek Pty Ltd. For more information visit http://www.onepath.com.au/covered-online.aspx

Kind regards Customer Services Team YOUR COVER

See the enclosed Policy Schedule

POLICY OWNER(S) Ryan and Hume Pty Ltd

FUND NAME Ryan and Hume Super Fund

POLICY NUMBER 1005879047

PAYMENT DUE 28 July 2020

LIFE INSURED Darren Lee Ryan

### QUESTIONS OF CHANGEST



133 667 weekdays 8.30am to 6.00pm (AEST)



customer.risk@onepath.com.au

- Your Financial Adviser:
  - MLC Advice Albany Creek Pty Ltd 0730541456

H-135

#### 的问题实践自己的权

To help your insurance keep up with the rising cost of living the amount insured increases automatically at each policy anniversary. This is called indexation. This year's increase is 5.0% for Life, TPD, Trauma, Extra Care and Child Cover. These changes will take place on 28 July 2020.

Indexation will affect your premium. As the amount insured increases due to indexation, your premium will usually increase. In some cases your premium may reduce if your increased amount insured moves your cover to a higher discount band.

Below is a summary of your cover and premiums with indexation, and without indexation. You may decline indexation on all or some covers on your policy.

Cover	:	With Inc	dexation	Without Indexation		
Window Made and the ord parts from which a star from		Amount Insured	Monthiy Premium		Monthly Premium	
Darren Lee Ryan						
Life Cover		\$364,651		\$347,287	\$59.76	



and the second second

#### 國民主黨會主 彩刷 计磁带处理机 NUEXATION

Nation Carego Constant Constantion

You don't need to do anything. Indexation will automatically increase the amount insured on 28 July 2020.

· 第四:提供:1944年(1944年)、大法公司第4日。

Speak to your financial adviser or our Customer Services Team on 133 667, weekdays 8.30am to 6.00pm (AEST) by 27 August 2020.

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#### Important Information

OneCare held through super is issued by OnePath Life Emited (ABN 33 009 657 176, AFSL 238341) (OnePath Life).

This information is of a general nature and has been prepared without taking account of your objectives, financial situation and needs. You should consider whether the information is appropriate for you having regard to your objectives, financial situation and needs. OnePath recommends you read the enclosed infor-mation and the OneCare PDS before deciding whether to continue to hold this product.



**OnePath Life Limited** 

onepath.com.au

ABN 33 009 657 176 AFSL 238341

DATE

16 June 2020

### YOUR POLICY SUMMARY

Policy number:	1005879047
Policy owner(s): Ryan and Hume Pty Ltd	
Fund name: Ryan and Hume Super Fu	nd
Policy start date:	28 July 2016
Policy anniversary date:	28 July

# ONECARE POLICY SCHEDULE

	First name	Surname	Date of birth	Gender
Life/lives insured:	Darren Lee	Ryan	25 August 1969	Male
Monthly premium	before discount(s)*	:		\$68.19
Discount(s) - Multi C	over and Package:			\$5.85
Monthly premium	after discount(s)*:			\$62.34
includes:				
Policy Fee(s)*:				\$8.18

"includes stamp duty and frequency loading if applicable.

If you pay premiums by instalment (either half yearly or monthly), we levy a frequency inading to cover the cost of administration. If you want to change your method of payment, please call Customer Services on 133.667

You should keep this Policy Schedule in a secure place, along with your other insurance policy documents, as they will be required when you make a claim. If you lose the Policy Schedule. Policy Territoir any of your other insurance documents you can contact us for a replacement copy. We may charge a fee to cover our costs in issuing a replacement. The amounts insured under this policy are subject to the Policy Schedule. Policy Territoir any other notice issued by us to you. OnePath Life Limited (ABN 33 009 657 176, ATSL 238341) (OnePath Life?) is the issuer of the oroduct.

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### հայուներիներին

Ryan and Hume Pty Ltd ATF Ryan and Hume Super Fund Via: grj@goldriver.com.au Product name: Policy owner(s):

Policy number: OnePath reference: OneCare Ryan And Hume Pty Ltd ATF Ryan and Hume Super Fund 1005692403 1005692403/FYL

#### 13 July 2021

#### 2020/2021 INSURANCE PREMIUM SUMMARY

Dear policy owner,

#### Important information for your 2020/2021 tax return.

Thank you for choosing OnePath Life to help protect you and your family.

To help with preparation of your fund's tax return for the year ending 30 June 2021, the following table shows the premium paid on your policy throughout the financial year, and (if applicable) the portion of that premium considered to be for benefits that replace income.

Life insured	Cover type	Total premium paid	Portion of total premium paid for income benefit/s	
Mr Bruce Gregory Hume	Life Cover	\$522.72	(#)	· •

The information contained in this letter does not constitute tax advice. We recommend you seek independent tax advice specific to your personal circumstances, from an accountant or registered tax agent.

#### Any questions?

If you have any questions or need any further help, please:

- contact your financial adviser, Aspira Advice Solutions Pty Ltd on 0730541456
- call Customer Services on 133 667, weekdays between 8.30am and 6.00pm (AEST)
- email us at customer.risk@onepath.com.au

Yours sincerely,

Jay Tutt Head of Customer Service & Operations

### **Client Ledger Report**

### **RYAN0005**

Ryan & Hume Super Fund

Number	Date	Detail	Amount	Тах	Net	Cash	
24682	04/08/2020	SALINVOICE	495.00	45.00	450.00	0.00	
25602	04/12/2020	SALINVOICE	385.00	35.00	350.00	0.00	
25662	17/12/2020	SALINVOICE	2,475.00	225.00	2,250.00	0.00	
25790	11/01/2021	SALINVOICE	275.00	25.00	250.00	0.00	
26726	25/05/2021	SALINVOICE	275.00	25.00	250.00	0.00	
27023	29/06/2021	SALINVOICE	2,112.00	192.00	1,920.00	0.00	See below creditor at 30/6/21
24682	07/08/2020	SALRECEIPT	0.00	0.00	0.00	495.00	
25602	11/12/2020	SALRECEIPT	0.00	0.00	0.00	385.00	
25662	23/12/2020	SALRECEIPT	0.00	0.00	0.00	2,475.00	
25790	14/01/2021	SALRECEIPT	0.00	0.00	0.00	275.00	
26726	28/05/2021	SALRECEIPT	0.00	0.00	0.00	275.00	
27023	05/07/2021	SALRECEIPT	0.00	0.00	0.00	2,112.00	Sundry Creditor at 30/6/21

	6,017.00 547.00	5,470.00 6,0	017.00
Split			
Accounting Fees		5,120.00	<b>/</b>
Audit Fee (incl in invoice 25662)		350.00	
	_	5,470.00	•

Ryan & Hume Super Fund Shop 110, North Lakes Central 53 Endeavour Blvd NORTH LAKES QLD 4509 Invoice Date 04 August 2020

**ABN.** 16 134 060 432

> Invoice No. 24682

Client Code RYAN0005

# TAX INVOICE

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

### **Business Activity Statement - \$250.00**

Review of transactions and reconciliation of GST for the Ryan and Hume Super Fund for the period of 1 April 2020 - 30 June 2020.

Preparation and lodgement of Business Activity Statement for the quarter ended 30 June 2020.

MYOB Connected Ledger disbursements.

### Fortune St LRBA Trust - \$200.00

Liaising with Rouse Lawyers and Bank of Queensland in regards to Contract for purchase of Fortune Street property.

Organising signing of documents and provision of same to Rouse Lawyers.

Our Price Plus: GST	450.00 45.00	V
TOTAL DUE	\$ 495.00	

	Remittance Advice - Please return with your payment
	Payment required within Fourteen (14) Days from date of Invoice
	Invoice Due Date - 18 August 2020
Please forward cheques to:	Credit Card: Mastercard/Visa (Please circle)
Herron Accountants PO Box 504 North Lakes QLD 4509 Ph: 07 3204 4166	Card No:
For Direct Deposit: BSB: 124 001	Name on Card:
BoQ Account No: 21374214	Signature:





Invoice Date 04 December 2020

Shop 110, North Lakes Central 53 Endeavour Blvd NORTH LAKES QLD 4509

**ABN.** 16 134 060 432

Invoice No. 25602

Client Code RYAN0005

250.00

### TAX INVOICE

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

### **Business Activity Statement**

Review of transactions and reconciliation of GST for the Ryan and Hume Super Fund for the period of 1 July 2020 - 30 September 2020.

Preparation and lodgement of Business Activity Statement for the quarter ended 30 September 2020.

#### Fortune St LRBA Trust

Preparation of letter of termination of contract due to finance and providing this to Rouse Lawyers so they did not proceed to stamping, settlement. 100.00

Our Price	350.00
Plus: GST	35.00
TOTAL DUE	\$ 385.00

	Remittance Advice - Please return with your payment
	Payment required within Fourteen (14) Days from date of Invoice
	Invoice Due Date - 18 December 2020
Please forward cheques to:	Credit Card: Mastercard/Visa (Please circle)
Herron Accountants PO Box 504 North Lakes QLD 4509 Ph: 07 3204 4166	Card No:
For Direct Deposit:	Name on Card:
BSB: 124 001 BoQ Account No: 21374214	Signature:



Invoice Date 17 December 2020

> **ABN.** 16 134 060 432

> > Invoice No. 25662

Client Code RYAN0005

# NORTH LAKES QLD 4509

Shop 110, North Lakes Central

Ryan & Hume Super Fund

53 Endeavour Blvd

**TAX INVOICE** 

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

### **Annual Administration**

Input of data into BGL360.

Analysis of income and expenses, raising year end accounting adjustments including profit and loss adjustments for:

Allocation of contributions received.

Reconciliation of GST for the financial year ended 30 June 2020.

Preparation of Member Benefit Statements for the year ended 30 June 2020.

Preparation of Financial Statements for the Ryan & Hume Super Fund for the year ended 30 June 2020.

Preparation and Electronic Lodgement of the Fund Income Tax Return for the year ended 30 June 2020.

year ended 30 June 2020.	1,900.00	V
Audit		
Audit of the 2020 Financial Statements as performed by Super Audits.	350.00	
Our Price Plus: GST	2,250.00 225.00	
TOTAL DUE	\$2,475.00	

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Invoice Date 11 January 2021

**ABN.** 16 134 060 432

> Invoice No. 25790

Client Code RYAN0005

NORTH LAKES QLD 4509

Shop 110, North Lakes Central

Ryan & Hume Super Fund

53 Endeavour Blvd

**TAX INVOICE** 

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

Review of transactions and reconciliation of GST for the Ryan and Hume Super Fund for the period of 1 October 2020 to 31 December 2020.

Preparation and lodgement of Business Activity Statement for the quarter ended 31 December 2020.

Our Price Plus: GST	250.00 25.00	
TOTAL DUE	\$ 275.00	_

	Payment required within Fourteen (14) Days from date of Invoice
	Invoice Due Date - 25 January 2021
Please forward cheques to:	Credit Card: Mastercard/Visa (Please circle)
Herron Accountants PO Box 504 North Lakes QLD 4509 Ph: 07 3204 4166	Card No:
For Direct Deposit: BSB: 124 001	Name on Card:
BoQ Account No: 21374214	Signature:

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Invoice Date 25 May 2021

Ryan & Hume Super Fund Shop 110, North Lakes Central 53 Endeavour Blvd NORTH LAKES QLD 4509

**ABN.** 16 134 060 432

> Invoice No. 26726

Client Code RYAN0005

# **TAX INVOICE**

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

Review of transactions and reconciliation of GST for the Ryan and Hume Super Fund for the period of 1 January 2021 to 31 March 2021.

Preparation and lodgement of Business Activity Statement for the quarter ended 31 March 2021.

	-
250.00	V
25.00	
\$ 275.00	_
	25.00

	Remittance Advice - Please return with your payment Payment required within Fourteen (14) Days from date of Invoice
	Invoice Due Date - 08 June 2021
Please forward cheques to:	Credit Card: Mastercard/Visa (Please circle)
Herron Accountants PO Box 504 North Lakes QLD 4509 Ph: 07 3204 4166	Card No:
For Direct Deposit: BSB: 124 001	Name on Card:
BoQ Account No: 21374214	Signature:
Client Code: RYAN0005 Inv	oice No: 26726 Amount Due: \$ 275.00 Amount Paid: \$



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Ryan & Hume Super Fund Shop 110, North Lakes Central 53 Endeavour Blvd NORTH LAKES QLD 4509 Invoice Date 29 June 2021 ABN. 16 134 060 432 Invoice No. 27023 Client Code RYAN0005

2,400.00

# **TAX INVOICE**

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

Professional services in relation to transfer of shed at Fortune Street, Geebung from individuals to SMSF (via Bare Trust), including but not limited to:

- Review updated contract prepared by Rouse Lawyers and advise of changes.
- Issue regarding requirement for OSR purposes to hold a more current valuation. Contact Trent from Raine & Horne to complete valuation.
- Review amendment to Trust Deed prepared by Rouse Lawyers and required by bank's lawyer and confirm with Rouse lawyers to proceed. Organising signing of same and return to Rouse Lawyers.
- Updating of Commercial Tenancy Agreement to meet bank's lawyers requirements and organising signing of same.
- Organise Trust Account authority for funds to be released in relation to settlement monies.
- Checking of settlement monies and calculations of same.

Calculation of additional monies that can be deposited superannuation fund so that rents on both properties are paid to 12 months in advance so that funds are available for loan repayments to be made.

Less: 20% discount	( 480.00)
Our Price Plus: GST	1,920.00
TOTAL DUE	\$2,112.00

	Remittance Advice - Please return with your payment Payment required within Fourteen (14) Days from date of Invoice
	Invoice Due Date - 13 July 2021
Please forward cheques to:	Credit Card: Mastercard/Visa (Please circle)
Herron Accountants PO Box 504 North Lakes QLD 4509 Ph: 07 3204 4166	Card No:
For Direct Deposit: BSB: 124 001	Name on Card:
BoQ Account No: 21374214	Signature:

### SUPER AUDITS

### TAX INVOICE

Supplier:	Super Audits
Auditor:	A.W. Boys SMSF Auditor Number (SAN) 100014140 Registered Company Auditor (67793)
Address:	Box 3376 Rundle Mall 5000
ABN:	20 461 503 652
Services:	Auditing
Date:	15 December 2020
Recipient:	Ryan & Hume Super Fund
Address:	C/- PO Box 504, NORTH LAKES Qld. 4509

### **Description of Services**

Statutory audit of the Ryan & Hume Super Fund for the financial year ending 30 June 2020.

 Fee:
 \$350.00

 GST:
 \$35.00

 Total:
 \$385.00

Payment can be made with a cheque payable to Super Audits postal address being Box 3376 Rundle Mall 5000 or alternatively an EFT can be made BSB 015-056 Account No. 387392386.

AUDITING DUE DILIGENCE FORENSIC ACCOUNTING

Inquires	1300 300 630
inquires	1000 000 000

Issue date 07 Sep 20

	ct of particulars - s346	A(1) Corporations Act 2001	CORPO	RATE KEY:	28754764	
You a listed requir <i>Corpo</i> You m	on this company statem red under s346C (1) and prations Act 2001. Thust check this statement res or corrections immediate	nsure that all your company details ent are complete and correct. This is /or s346B and s346C (2) of the it carefully and inform ASIC of any diately <b>Do not return this statement</b> .	ACN FOR	165 692 1 RYAN & H	51 IUME PTY LTD	
You m within stater	nust notify ASIC within 2 28 days after the date of nent. Late lodgement of	8 days after the date of change, and of issue of your annual company changes will result in late fees. These the Additional company information.	REVIEV	V DATE: (	06 Septembe	r 20
		<b>yov.au/changes</b> e services and make the required updates ill need to use the corporate key provided on t	his			7
	company statement	nt				
These	company statement mpany Stateme e are the current compar rections immediately. La Registered office		ent.	ent carefully	and inform ASIC o	of any changes
These or cor	company statement mpany Stateme e are the current compar rections immediately. La Registered office HERRON ACCOUN Principal place of b	nt ny details held by ASIC. You must check t ate fees apply. Do not return this statem TANTS UNIT 1 48 FLINDERS PARADE N	ent.	ent carefully	and inform ASIC o	of any changes
These or cor 1	company statement mpany Stateme e are the current compar rections immediately. La Registered office HERRON ACCOUN Principal place of b	nt ny details held by ASIC. You must check t ate fees apply. Do not return this statem TANTS UNIT 1 48 FLINDERS PARADE N pusiness	ent.	ent carefully	and inform ASIC o	of any changes
These or cor 1	company statement mpany Stateme e are the current compar- rections immediately. La Registered office HERRON ACCOUN Principal place of b UNIT 7 20 FORTUN Officeholders Name: Born: Date of birth: Address: Office(s) held:	nt ny details held by ASIC. You must check t ate fees apply. Do not return this statem TANTS UNIT 1 48 FLINDERS PARADE N DUSINESS E STREET GEEBUNG QLD 4034 DARREN LEE RYAN BRISBANE QLD 25/08/1969 6 BRODERS STREET BRACKEN F DIRECTOR, APPOINTED 06/09/20	NORTH LAK	ent carefully (ES QLD 45	and inform ASIC o	
These or cor 1	company statement mpany Stateme e are the current compar rections immediately. La Registered office HERRON ACCOUN Principal place of b UNIT 7 20 FORTUN Officeholders Name: Born: Date of birth: Address:	nt ny details held by ASIC. You must check t tate fees apply. Do not return this statem TANTS UNIT 1 48 FLINDERS PARADE N DUSINESS E STREET GEEBUNG QLD 4034 DARREN LEE RYAN BRISBANE QLD 25/08/1969 6 BRODERS STREET BRACKEN F	NORTH LAK NORTH LAK RIDGE QLD 113; SECRE	ent carefully (ES QLD 45 0 4017 TARY, APP 4509	and inform ASIC o	13
These or cor 1	company statement mpany Stateme e are the current compar- rections immediately. La Registered office HERRON ACCOUN Principal place of b UNIT 7 20 FORTUN Officeholders Name: Born: Date of birth: Address: Office(s) held: Name: Born: Date of birth: Address: Date of birth: Address:	nt hy details held by ASIC. You must check to the fees apply. Do not return this statem TANTS UNIT 1 48 FLINDERS PARADE N DUSINESS E STREET GEEBUNG QLD 4034 DARREN LEE RYAN BRISBANE QLD 25/08/1969 6 BRODERS STREET BRACKEN F DIRECTOR, APPOINTED 06/09/20 BRUCE GREGORY HUME REDCLIFFE QLD 04/07/1973 6 KERSHAW CRESCENT MANGO DIRECTOR, APPOINTED 06/09/20	NORTH LAK NORTH LAK RIDGE QLD 113; SECRE	ent carefully (ES QLD 45 0 4017 TARY, APP 4509	and inform ASIC o	13
These or cor 1 2 3	company statement mpany Stateme e are the current compar- rections immediately. La Registered office HERRON ACCOUN Principal place of b UNIT 7 20 FORTUN Officeholders Name: Born: Date of birth: Address: Office(s) held: Name: Born: Date of birth: Address: Office(s) held: Name: Born: Date of birth: Address: Office(s) held:	nt hy details held by ASIC. You must check to the fees apply. Do not return this statem TANTS UNIT 1 48 FLINDERS PARADE N DUSINESS E STREET GEEBUNG QLD 4034 DARREN LEE RYAN BRISBANE QLD 25/08/1969 6 BRODERS STREET BRACKEN F DIRECTOR, APPOINTED 06/09/20 BRUCE GREGORY HUME REDCLIFFE QLD 04/07/1973 6 KERSHAW CRESCENT MANGO DIRECTOR, APPOINTED 06/09/20 Fructure	NORTH LAK NORTH LAK RIDGE QLD 113; SECRE	ent carefully (ES QLD 45 0 4017 TARY, APP 4509 TARY, APP	and inform ASIC o	13

### **Company statement continued**

Name:	DARREN LEE RYAN			
Address:	6 BRODERS STREET BRACKEN RIDGE QLD 4017			
Share Class	Total number held	Fully paid	Beneficially held	
ORD	2	Yes	Yes	
Name:	BRUCE GREGORY HUME			
Address:	6 KERSHAW CRESCENT MANO	GO HILL QLD 4509		
Share Class	Total number held	Fully paid	Beneficially held	
ORD		Yes	Yes	

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

### End of company statement

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

### Additional company information

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

6	Contact address for ASIC use only	
	Registered agent name:	HERRON ACCOUNTANTS
	Registered agent number:	5461
	Address:	PO BOX 504 NORTH LAKES QLD 4509

Inquiries

1300 300 630

www.asic.gov.au/invoices



ASIC Australian Securities & Investments Commission

ABN 86 768 265 615

#### RYAN & HUME PTY LTD HERRON ACCOUNTANTS PO BOX 504 NORTH LAKES QLD 4509

### INVOICE STATEMENT

Issue date 06 Sep 20

**RYAN & HUME PTY LTD** 

ACN 165 692 151 Account No. 22 165692151

### Summary

TOTAL DUE	\$55.00	7
Payments & credits	\$0.00	
New items	\$55.00	
Opening Balance	\$0.00	

- 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 06 Nov 20	\$55.00

# 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

### RYAN & HUME PTY LTD

**ACN** 165 692 151

Account No: 22 165692151



22 165692151

TOTAL DUE	\$55.00
Immediately	\$0.00
By 06 Nov 20	\$55.00

Payment options are listed on the back of this payment slip





\*814 129 0002291656921510 37

### **Transaction details:**

page 2 of 2

	Transactions for this period	ASIC reference	\$ Amount
2020-09-06	Annual Review - Special Purpose Pty Co	3X5153668480P A	\$55.00
	Outstanding transactions		
2020-09-06	Annual Review - Special Purpose Pty Co	3X5153668480P A	\$55.00

### PAYMENT OPTIONS



Billpay Code: 8929 Ref: 2291 6569 2151 037

#### Australia Post

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

Call 13 18 16 to pay by Mastercard or Visa

#### On-line

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

#### Mail

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



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

Inquires	1300 300 630

Issue date 17 Dec 20

#### **Company Statement** CORPORATE KEY: 98764054 Extract of particulars - s346A(1) Corporations Act 2001 Check this statement carefully ACN 167 285 627 You are legally obligated to ensure that all your company details FOR **RYAN & HUME BARE PTY LTD** listed on this company statement are complete and correct. This is required under s346C (1) and/or s346B and s346C (2) of the Corporations Act 2001. You must check this statement carefully and inform ASIC of any changes or corrections immediately.Do not return this statement. You must notify ASIC within 28 days after the date of change, and within 28 days after the date of issue of your annual company statement. Late lodgement of changes will result in late fees. These requirements do not apply to the **Additional company information**. **REVIEW DATE: 17 December 20** You must notify ASIC of any changes to company details — Do not return this statement To make changes to company details or amend incorrect information Phone if you've already Use your agent. go to www.asic.gov.au/changes notified ASIC of changes but - log in to our online services and make the required updates they are not shown correctly - first time users will need to use the corporate key provided on this in this statement. company statement Ph: 1300 300 630 **Company Statement** These are the current company details held by ASIC. You must check this statement carefully and inform ASIC of any changes or corrections immediately. Late fees apply. Do not return this statement. 1 **Registered office** HERRON ACCOUNTANTS UNIT 1 48 FLINDERS PARADE NORTH LAKES QLD 4509 2 Principal place of business UNIT 7 20 FORTUNE STREET GEEBUNG QLD 4034 3 Officeholders Name: DARREN LEE RYAN Born: **BRISBANE QLD** Date of birth: 25/08/1969 6 BRODERS STREET BRACKEN RIDGE QLD 4017 Address: Office(s) held: DIRECTOR, APPOINTED 17/12/2013; SECRETARY, APPOINTED 17/12/2013 Name: **BRUCE GREGORY HUME** Born: **REDCLIFFE QLD** Date of birth: 04/07/1973 6 KERSHAW CRESCENT MANGO HILL QLD 4509 Address: Office(s) held: DIRECTOR, APPOINTED 17/12/2013; SECRETARY, APPOINTED 17/12/2013 4 Company share structure Total amount paid Total amount unpaid Share class Shares description Number issued on these shares on these shares ORD ORDINARY 4 \$4.00 \$4.00

#### 5 Members

### **Company statement continued**

-	-			
	Name:	DARREN LEE RYAN		
Address: 6 BRODERS STREET BRACKEN RIDGE QLD 4017				
	Share Class	Total number held	Fully paid	Beneficially held
	ORD	2	No	Yes
	Name:	BRUCE GREGORY HUME		
	Address:	6 KERSHAW CRESCENT MANG	O HILL QLD 4509	
	Share Class	Total number held	Fully paid	Beneficially held
	ORD	2	No	Yes

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

### End of company statement

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

### Additional company information

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

6	Contact address for ASIC use only	
	Registered agent name:	HERRON ACCOUNTANTS
	Registered agent number:	5461
	Address:	PO BOX 504 NORTH LAKES QLD 4509



Australian Securities & Investments Commission

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

ABN 86 768 265 615

### RYAN & HUME BARE PTY LTD HERRON ACCOUNTANTS PO BOX 504 NORTH LAKES QLD 4509

ASIC

### INVOICE STATEMENT

This was double paid, so Sundry Debtor taken up for \$273

Issue date 17 Dec 20 RYAN & HUME BARE PTY LTD

ACN 167 285 627 Account No. 22 167285627

## Summary

TOTAL DUE	\$273.00	
Payments & credits	\$0.00	
New items	\$273.00	
Opening Balance	\$0.00	

- 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 17 Feb 21	\$273.00

# 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

RYAN & HUME BARE PTY LTD



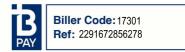
Account No: 22 167285627



22 167285627

TOTAL DUE	\$273.00
Immediately	\$0.00
By 17 Feb 21	\$273.00

Payment options are listed on the back of this payment slip





\*814 129 0002291672856278 97

### **Transaction details:**

page 2 of 2

	Transactions for this period	ASIC reference	\$ Amount
2020-12-17	Annual Review - Pty Co	3X5906480480B A	\$273.00
	Outstanding transactions		
2020-12-17	Annual Review - Pty Co	3X5906480480B A	\$273.00

#### **PAYMENT OPTIONS**



Billpay Code: 8929 Ref: 2291 6728 5627 897

#### Australia Post

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

Call 13 18 16 to pay by Mastercard or Visa

#### **On-line**

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

#### Mail

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



Tax Return Label	Date	Account Code	Account Name	Amount \$
B - Income - Gross rent and other I	easing and hiring inc	ome		
	07/07/2020	28000/RYAN0001	Unit 110, 53 Endeavour Boulevard, North Lakes (Valued 05/11/2018)	1,000.00
	10/07/2020	28000/RYAN0001	Unit 110, 53 Endeavour Boulevard, North Lakes (Valued 05/11/2018)	52,000.00
	14/07/2020	28000/RYAN0001	Unit 110, 53 Endeavour Boulevard, North Lakes (Valued 05/11/2018)	1,000.00
	21/07/2020	28000/RYAN0001	Unit 110, 53 Endeavour Boulevard, North Lakes (Valued 05/11/2018)	1,000.00
	30/09/2020	28000/RYAN0001	Unit 110, 53 Endeavour Boulevard, North Lakes (Valued 05/11/2018)	(3,000.00)
	30/06/2021	28000/IP-1 - New Com	Fortune St, Geebung	6,582.44
	30/06/2021	28000/IP-1 - New Com	Fortune St, Geebung	37,800.00
	30/06/2021	28000/RYAN0001	Unit 110, 53 Endeavour Boulevard, North Lakes (Valued 05/11/2018)	5,181.82
	30/06/2021	28000/IP-1 - New Com	Fortune St, Geebung	(37,800.00)
	30/06/2021	28000/RYAN0001	Unit 110, 53 Endeavour Boulevard, North Lakes (Valued 05/11/2018)	(5,181.82)
Sub-Total				58,582.44
Ignore Cents				0.44
Total				58,582.00
C - Income - Gross interest				
	31/07/2020	25000/BQL22125705	BOQ Superannuation Savings Account	103.93
	31/08/2020	25000/BQL22125705	BOQ Superannuation Savings Account	119.91
	30/09/2020	25000/BQL22125705	BOQ Superannuation Savings Account	104.87
	31/10/2020	25000/BQL22125705	BOQ Superannuation Savings Account	78.70
	30/11/2020	25000/BQL22125705	BOQ Superannuation Savings Account	71.84
	31/12/2020	25000/BQL22125705	BOQ Superannuation Savings Account	47.34
	31/01/2021	25000/BQL22125705	BOQ Superannuation Savings Account	46.17
	28/02/2021	25000/BQL22125705	BOQ Superannuation Savings Account	42.65
	31/03/2021	25000/BQL22125705	BOQ Superannuation Savings Account	49.89
	30/04/2021	25000/BQL22125705	BOQ Superannuation Savings Account	45.05
	31/05/2021	25000/BQL22125705	BOQ Superannuation Savings Account	0.93
	30/06/2021	25000/BQL22125705	BOQ Superannuation Savings Account	0.07
Sub-Total				711.3
Ignore Cents				0.3
Total				711.00
R1 - Assessable employer contribu			(Contributions) Huma Bruca	25 000 0
	10/07/2020	24200/HUMBRU00001A	(Contributions) Hume, Bruce - Accumulation (Accumulation)	25,000.00
		24200/RYADAR00001A	(Contributions) Ryan, Darren -	25,000.00

Tax Return Label	Date	Account Code	Account Name	Amoun \$
R1 - Assessable employer contribution	utions			
Sub-Total				50,000.00
Ignore Cents				0.00
Total				50,000.00
R - Assessable contributions (R1 p	olus R2 plus R3 less R	6)		
Assessable employer contribution	S			50,000.00
Sub-Total				50,000.0
Ignore Cents				0.0
Total				50,000.00
W - GROSS INCOME (Sum of label	s A to U)			
				109,293.00
Sub-Total				109,293.00
Ignore Cents				0.00
Total				109,293.00
V - TOTAL ASSESSABLE INCOME	(W less Y)			
				109,293.00
Sub-Total				109,293.00
Ignore Cents				0.00
Total				109,293.00
A1 - Expenses - Interest expenses	within Australia			
	27/05/2021	37820/01	BOQ - LRBA Geebung	928.52
	28/06/2021	37820/01	BOQ - LRBA Geebung	956.90
Sub-Total				1,885.42
Ignore Cents				0.42
Total				1,885.00
F1 - Expenses - Insurance Premiur	ns			
	29/07/2020	39000/HUMBRU00001A	(Life Insurance Premiums) Hume, Bruce - Accumulation (Accumulatio	43.56
	31/08/2020	39000/HUMBRU00001A	(Life Insurance Premiums) Hume, Bruce - Accumulation (Accumulatio	43.56
	29/09/2020	39000/HUMBRU00001A	(Life Insurance Premiums) Hume, Bruce - Accumulation (Accumulatio	43.50
	29/10/2020	39000/HUMBRU00001A	(Life Insurance Premiums) Hume, Bruce - Accumulation (Accumulatio	43.56
	01/12/2020	39000/HUMBRU00001A	(Life Insurance Premiums) Hume, Bruce - Accumulation (Accumulatio	43.56
	29/12/2020	39000/HUMBRU00001A	(Life Insurance Premiums) Hume, Bruce - Accumulation (Accumulatio	43.56
	29/01/2021	39000/HUMBRU00001A	(Life Insurance Premiums) Hume, Bruce - Accumulation (Accumulatio	43.56
	02/03/2021	39000/HUMBRU00001A	(Life Insurance Premiums) Hume, Bruce - Accumulation (Accumulatio	43.56
	30/03/2021	39000/HUMBRU00001A	(Life Insurance Premiums) Hume, Bruce - Accumulation (Accumulatio	43.56
	29/04/2021	39000/HUMBRU00001A	(Life Insurance Premiums) Hume, Bruce - Accumulation (Accumulatio	43.56
			(Life Insurance Premiums) Hume, Bruce -	

Fax Return Label	Date	Account Code	Account Name	Amoun
F1 - Expenses - Insurance Premiums				
	29/06/2021	39000/HUMBRU00001A	(Life Insurance Premiums) Hume, Bruce - Accumulation (Accumulatio	43.5
	29/07/2020	39000/RYADAR00001A	(Life Insurance Premiums) Ryan, Darren - Accumulation (Accumulati	62.3
	31/08/2020	39000/RYADAR00001A	(Life Insurance Premiums) Ryan, Darren - Accumulation (Accumulati	62.3
	29/09/2020	39000/RYADAR00001A	(Life Insurance Premiums) Ryan, Darren - Accumulation (Accumulati	62.3
	29/10/2020	39000/RYADAR00001A	(Life Insurance Premiums) Ryan, Darren - Accumulation (Accumulati	62.3
	01/12/2020	39000/RYADAR00001A	(Life Insurance Premiums) Ryan, Darren - Accumulation (Accumulati	62.3
	29/12/2020	39000/RYADAR00001A	(Life Insurance Premiums) Ryan, Darren - Accumulation (Accumulati	62.3
	29/01/2021	39000/RYADAR00001A	(Life Insurance Premiums) Ryan, Darren - Accumulation (Accumulati	62.3
	02/03/2021	39000/RYADAR00001A	(Life Insurance Premiums) Ryan, Darren - Accumulation (Accumulati	62.3
	30/03/2021	39000/RYADAR00001A	(Life Insurance Premiums) Ryan, Darren - Accumulation (Accumulati	62.3
	29/04/2021	39000/RYADAR00001A	(Life Insurance Premiums) Ryan, Darren - Accumulation (Accumulati	62.3
	31/05/2021	39000/RYADAR00001A	(Life Insurance Premiums) Ryan, Darren - Accumulation (Accumulati	62.3
	29/06/2021	39000/RYADAR00001A	(Life Insurance Premiums) Ryan, Darren - Accumulation (Accumulati	62.3
Sub-Total				1,270.8
gnore Cents				0.8
Total				1,270.0
11 - Expenses - SMSF auditor fee				
	23/12/2020	30700	Auditor's Remuneration	350.0
Sub-Total				350.0
gnore Cents				0.0
Total				350.0
1 - Expenses - Investment expenses				
	30/06/2021	32800	Borrowing Expenses	205.9
Sub-Total				205.9
gnore Cents				0.9
Fotal				205.0
1 - Expenses - Management and admir	nistration expens	ses		
	07/08/2020	30100	Accountancy Fees	450.0
	11/09/2020	30800	ASIC Fees	55.0
	11/12/2020	30100	Accountancy Fees	350.0
	23/12/2020	30100	Accountancy Fees	1,900.0
	24/12/2020	30800	ASIC Fees	273.0
	31/12/2020	31500	Bank Charges	0.6
	31/03/2021	30100	Accountancy Fees	250.0
	27/05/2021	31500	Bank Charges	25.0

Tax Return Label	Date	Account Code	Account Name	Amount \$
J1 - Expenses - Management and	d administration expens	ses		
	30/06/2021	30100	Accountancy Fees	250.00
	30/06/2021	30100	Accountancy Fees	1,920.00
	01/06/2021	30400	ATO Supervisory Levy	259.00
Sub-Total				5,757.65
Ignore Cents				0.65
Total				5,757.00
L2 - Expenses - Other amounts (	(Non-deductible)			
	01/06/2021	85000	Income Tax Payable/Refundable	4,011.65
	30/06/2021	85000	Income Tax Payable/Refundable	25.00
Sub-Total				4,036.65
Ignore Cents				0.65
Total				4,036.00
N - TOTAL DEDUCTIONS				
				9,467.00
Sub-Total				9,467.00
Ignore Cents				0.00
Total				9,467.00
Y - TOTAL NON DEDUCTIBLE EX	XPENSES			
				4,036.00
Sub-Total				4,036.00
Ignore Cents				0.00
Total				4,036.00
O - TAXABLE INCOME OR LOSS	3			
				99,826.00
Sub-Total				99,826.00
Ignore Cents				0.00
Total				99,826.00
Z - TOTAL SMSF EXPENSES				
				13,503.00
Sub-Total				13,503.00
Ignore Cents				0.00
Total				13,503.00
A - Taxable income				,
				99,826.00
Sub-Total				99,826.00
Ignore Cents				0.00
Total				99,826.00
T1 - Tax on taxable income				,
				14,973.90
				.,

Tax Return Label	Date	Account Code	Account Name	Amount \$
T1 - Tax on taxable income				
Sub-Total				14,973.90
Ignore Cents				0.00
Total				14,973.90
B - Gross Tax				
				14,973.90
Sub-Total Ignore Cents				14,973.90 0.00
Total				14,973.90
T2 - SUBTOTAL				14,575.50
12-30BIOTAL				14,973.90
Sub-Total				14,973.90
Ignore Cents				0.00
Total				14,973.90
T3 - SUBTOTAL 2				
				14,973.90
Sub-Total				14,973.90
Ignore Cents				0.00
Total				14,973.90
T5 - TAX PAYABLE				44.070.00
Sub-Total				14,973.90 <b>14,973.90</b>
Ignore Cents				0.00
Total				14,973.90
K - PAYG instalments raised				,
	07/12/2020	85000	Income Tax Payable/Refundable	3,013.00
	11/01/2021	85000	Income Tax Payable/Refundable	3,013.00
Sub-Total				6,026.00
Ignore Cents				0.00
Total				6,026.00
L - Supervisory levy				
				259.00
Sub-Total				259.00
Ignore Cents				0.00
				259.00
S - AMOUNT DUE OR REFUNDABLE				9,206.90
Sub-Total				9,206.90
Ignore Cents				0.00

# Ryan & Hume Super Fund Deferred Tax Reconciliation

For The Period 01 July 2020 - 30 June 2021

Investment Code	Investment Name	Revaluation/Tax Deferred	Permanent Difference (Non- Assessable)	Temporary Difference (Assessable)	Temporary Difference (Accumulation Portion)

## Deferred Tax Liability (Asset) Summary

Opening Balance	11,908.93	
Current Year Transactions	0.00	
Total Capital Losses	0.00	
Total Tax Losses	0.00	
Deferred Tax WriteBacks/Adjustment	0.00	
Capital Loss carried forward recouped	0.00	
Tax Loss carried forward recouped	0.00	
Closing Balance	11,908.93	V

## Ryan & Hume Super Fund Statement of Taxable Income

	2021 \$
Benefits accrued as a result of operations	99,823.93 🗸
SMSF Annual Return Rounding	2.07
Taxable Income or Loss	99,826.00
Income Tax on Taxable Income or Loss	14,973.90
CURRENT TAX OR REFUND	14 973 90 🖤

	14,973.90
Supervisory Levy	259.00
Income Tax Instalments Paid	(6,026.00)
AMOUNT DUE OR REFUNDABLE	9,206.90



# PAYG Instalments report 2021

 Tax Agent
 79549002

Last Updated 13/11/2021

TFN	Client Name	Quarter 1 (\$)	Quarter 2 (\$)			Total Instalment (\$)
	THE TRUSTEE FOR RYAN & HUME SUPER FUND	3,013.00	3,013.00	0.00	0.00	6,026.00 🗸

**Total No of Clients: 1** 

Transaction Date	Description	Units	Debit	Credit	Balance \$
Contributions (2	24200)				
(Contributions	) Hume, Bruce - Accumulation (HUMBRU00001A)	1			
10/07/2020	TFR FROM 020220577			25,000.00	25,000.00 CR
	-			25,000.00	25,000.00 CR
(Contributions	) Ryan, Darren - Accumulation (RYADAR00001A)				
10/07/2020	TFR FROM 020220577			25,000.00	25,000.00 CR
	=			25,000.00	25,000.00 CR
Interest Receive	ed (25000)				
BOQ Superan	nuation Savings Account (BQL22125705)				
31/07/2020	INTEREST PAYMENT SYSTEM			103.93	103.93 CR
31/08/2020	GENERATED * INTEREST PAYMENT SYSTEM			119.91	223.84 CR
30/09/2020	GENERATED * INTEREST PAYMENT SYSTEM			104.87	328.71 CR
31/10/2020	GENERATED * INTEREST PAYMENT SYSTEM			78.70	407.41 CR
31/10/2020	GENERATED *			76.70	
30/11/2020	INTEREST PAYMENT SYSTEM GENERATED *			71.84	479.25 CR
31/12/2020	INTEREST PAYMENT SYSTEM			47.34	526.59 CR
31/01/2021	GENERATED * INTEREST PAYMENT SYSTEM			46.17	572.76 CR
28/02/2021	GENERATED * INTEREST PAYMENT SYSTEM			42.65	615.41 CR
31/03/2021	GENERATED * INTEREST PAYMENT SYSTEM			49.89	665.30 CR
30/04/2021	GENERATED * INTEREST PAYMENT SYSTEM			45.05	710.35 CR
31/05/2021	GENERATED * INTEREST PAYMENT SYSTEM			0.93	711.28 CR
30/06/2021	GENERATED * INTEREST PAYMENT SYSTEM			0.07	711.35 CR
	GENERATED *			711.35	711.35 CR
Property Incom	<u>e (28000)</u>				
Fortune St, G	<u>eebung (IP-1 - New Com)</u>				
30/06/2021	To record rent amounts			6,582.44	6,582.44 CR
30/06/2021	To record rent amounts			37,800.00	44,382.44 CR
30/06/2021	To transfer rent in advance		37,800.00		6,582.44 CR
	-		37,800.00	44,382.44	6,582.44 CR
<u>Unit 110, 53 E</u>		2018) (RYAN0001)			
07/07/2020	TFR FROM 022135579			1,000.00	1,000.00 CR
10/07/2020	TFR FROM 022198661			52,000.00	53,000.00 CR
14/07/2020	TFR FROM 022135579			1,000.00	54,000.00 CR
21/07/2020	TFR FROM 022135579			1,000.00	55,000.00 CR
30/09/2020	BO: To reallocate \$3,000.00 as rent paid in advance		3,000.00		52,000.00 CR
30/06/2021	To record rent amounts			5,181.82	57,181.82 CR
30/06/2021	To transfer rent in advance		5,181.82		52,000.00 CR
	-		8,181.82	60,181.82	52,000.00 CR
Accountancy Fe	ees (30100)				
Accountancy	Fees (30100)				
07/08/2020	To record Accountancy Fees paid by Goldriver driver Jewellers Pty Ltd		450.00		450.00 DR

Transaction Date	Description	Units D	ebit Credit	Balance \$
	through Sundry Creditors.			
11/12/2020	To record Accountancy Fees paid by Goldriver Jewellers North Lakes Pty Ltd.	35	0.00	800.00 DR
23/12/2020	PAY ANYONE TO Herron Accountants 124185 021374214	1,90	0.00	2,700.00 DR
31/03/2021	To record accountancy fees paid on 14 January from outside fund's account	25	0.00	2,950.00 DR
30/06/2021	To record payment of March BAS fees paid by another entity.	25	0.00	3,200.00 DR
30/06/2021	To Acc fees for invoice 27023 unpaid till year end.	1,92	0.00	5,120.00 DR
		5,12	0.00	5,120.00 DR
ATO Supervisor	<u>ry Levy (30400)</u>			
ATO Supervis	ory Levy (30400)			
01/06/2021	BPAY TAX OFFICE PAYMENTS IB2-19800659	25	9.00	259.00 DR
		25	9.00	259.00 DR
Auditor's Remu	neration (30700)			
Auditor's Rem	nuneration (30700)			
23/12/2020	PAY ANYONE TO Herron Accountants 124185 021374214	35	0.00	350.00 DR
		35	0.00	350.00 DR
ASIC Fees (308)	<u> </u>			
ASIC Fees (3)	<u>0800)</u>			
11/09/2020	ASIC fee for Ryan & Hume Pty Ltd paid by GRJNL	5	5.00	55.00 DR
24/12/2020	ASIC fee for Ryan & Hume Bare Pty Ltd paid by GRJNL	27	3.00	328.00 DR
	,	32	8.00	328.00 DR
Bank Charges (	<u>31500)</u>			
Bank Charges	<u>s (31500)</u>			
31/12/2020	INTERNET PAY ANYONE FEE		0.65	0.65 DR
27/05/2021	To record interest & service fees for May 2021	2	5.00	25.65 DR
28/06/2021	To record interest and service fees for the month of June 2021	2	5.00	50.65 DR
		5	0.65	50.65 DR
Borrowing Expe	enses (32800)			
Borrowing Exp	penses (32800)			
30/06/2021	To record amortization of borrowing cost		5.99	205.99 DR
		20	5.99	205.99 DR
Interest on loan	<u>s (LRBA) (37820)</u>			
BOQ - LRBA				
27/05/2021	To record interest & service fees for May 2021	92	8.52	928.52 DR
28/06/2021	To record interest and service fees for the month of June 2021	95	6.90	1,885.42 DR
		1,88	5.42	1,885.42 DR
Life Insurance F	<u> Premiums (39000)</u>			
<u>(Life Insuranc</u>	e Premiums) Hume, Bruce - Accumulation (HUMBRU0	<u>0001A)</u>		
29/07/2020	Direct Debit OnePath Life Lt d 1005692403/1gn3v	4	3.56	43.56 DR
31/08/2020	Direct Debit OnePath Life Lt d 1005692403/1hZru	4	3.56	87.12 DR

Transaction Date	Description	Units	Debit	Credit	Balance
29/09/2020	Direct Debit OnePath Life Lt d 1005692403/1iLRU		43.56		130.68 DF
29/10/2020	Direct Debit OnePath Life Lt d 1005692403/1j8St		43.56		174.24 DF
01/12/2020	Direct Debit OnePath Life Lt d 1005692403/1jvDC		43.56		217.80 DF
29/12/2020	Direct Debit OnePath Life Lt d 1005692403/1kfTE		43.56		261.36 DF
29/01/2021	Direct Debit OnePath Life Lt d 1005692403/1IRtx		43.56		304.92 DF
)2/03/2021	Direct Debit OnePath Life Lt d 1005692403/1mF3W		43.56		348.48 DF
80/03/2021	Direct Debit OnePath Life Lt d 1005692403/1mwOp		43.56		392.04 DR
9/04/2021	Direct Debit OnePath Life Lt d 1005692403/1nifh		43.56		435.60 DR
31/05/2021	Direct Debit OnePath Life Lt d		43.56		479.16 DR
29/06/2021	1005692403/1oTZA Direct Debit OnePath Life Lt d		43.56		522.72 DR
	1005692403/1pCr9		522.72		522.72 DR
Life Insurance	e Premiums) Ryan, Darren - Accumulation (RYAI	DAR00001A)			
29/07/2020	Direct Debit OnePath Life Lt d 1005879047/1gn3u		62.34		62.34 DR
31/08/2020	Direct Debit OnePath Life Lt d 1005879047/1hZrt		62.34		124.68 DR
29/09/2020	Direct Debit OnePath Life Lt d 1005879047/1iLRT		62.34		187.02 DR
29/10/2020	Direct Debit OnePath Life Lt d 1005879047/1j8Ss		62.34		249.36 DR
01/12/2020	Direct Debit OnePath Life Lt d		62.34		311.70 DR
29/12/2020	1005879047/1jvDB Direct Debit OnePath Life Lt d		62.34		374.04 DR
29/01/2021	1005879047/1kfTD Direct Debit OnePath Life Lt d		62.34		436.38 DR
02/03/2021	1005879047/1IRtw Direct Debit OnePath Life Lt d		62.34		498.72 DR
30/03/2021	1005879047/1mF3V Direct Debit OnePath Life Lt d		62.34		561.06 DR
29/04/2021	1005879047/1mwOo Direct Debit OnePath Life Lt d		62.34		623.40 DR
31/05/2021	1005879047/1nifg Direct Debit OnePath Life Lt d		62.34		685.74 DR
29/06/2021	1005879047/1oTZ9 Direct Debit OnePath Life Lt d		62.34		748.08 DR
	1005879047/1pCr8		748.08		748.08 DR
ome Tax Exp	<u>ense (48500)</u>				
Income Tax E	xpense (48500)				
30/06/2021	Create Entries - Income Tax Expense - 30/06/2021		14,973.90		14,973.90 DR
	0,0,221		14,973.90		14,973.90 DR
ofit/Loss Allo	cation Account (49000)				
Profit/Loss Alle	ocation Account (49000)				
10/07/2020	System Member Journals		21,250.00		21,250.00 DR
10/07/2020	System Member Journals		21,250.00		42,500.00 DR
29/07/2020	System Member Journals			52.99	42,447.01 DR
29/07/2020	System Member Journals			37.03	42,409.98 DR
31/08/2020	System Member Journals			52.99	42,356.99 DR
	System Member Journals			37.03	42,319.96 DR
31/08/2020					

Transaction Date	Description	Units	Debit	Credit	Balance \$
29/09/2020	System Member Journals			37.03	42,229.94 DR
29/10/2020	System Member Journals			52.99	42,176.95 DR
29/10/2020	System Member Journals			37.03	42,139.92 DR
01/12/2020	System Member Journals			37.03	42,102.89 DR
01/12/2020	System Member Journals			52.99	42,049.90 DR
29/12/2020	System Member Journals			52.99	41,996.91 DR
29/12/2020	System Member Journals			37.03	41,959.88 DR
29/01/2021	System Member Journals			37.03	41,922.85 DR
29/01/2021	System Member Journals			52.99	41,869.86 DR
02/03/2021	System Member Journals			37.03	41,832.83 DR
02/03/2021	System Member Journals			52.99	41,779.84 DR
30/03/2021	System Member Journals			37.03	41,742.81 DR
30/03/2021	System Member Journals			52.99	41,689.82 DR
29/04/2021	System Member Journals			37.03	41,652.79 DR
29/04/2021	System Member Journals			52.99	41,599.80 DR
31/05/2021	System Member Journals			37.03	41,562.77 DR
31/05/2021	System Member Journals			52.99	41,509.78 DR
29/06/2021	System Member Journals			37.03	41,472.75 DR
29/06/2021	System Member Journals			52.99	41,419.76 DR
30/06/2021	Create Entries - Profit/Loss Allocation - 30/06/2021		25,547.36		66,967.12 DR
30/06/2021	Create Entries - Profit/Loss Allocation -		25,547.37		92,514.49 DR
30/06/2021	30/06/2021 Create Entries - Income Tax Expense Allocation - 30/06/2021			3,832.23	88,682.26 DR
30/06/2021	Create Entries - Income Tax Expense Allocation - 30/06/2021			3,832.23	84,850.03 DR
			93,594.73	8,744.70	84,850.03 DR
<b>Opening Balan</b>	<u>ce (50010)</u>				
<u>(Opening Bal</u>	ance) Hume, Bruce - Accumulation (HUMBRU00001A)				
01/07/2020	Opening Balance				349,082.20 CR
01/07/2020	Close Period Journal			30,669.97	379,752.17 CR
				30,669.97	379,752.17 CR
(Opening Bal	ance) Ryan, Darren - Accumulation (RYADAR00001A)				
01/07/2020	Opening Balance				348,223.74 CR
01/07/2020	Close Period Journal			31,690.16	379,913.90 CR
				31,690.16	379,913.90 CR
Contributions (	<u>52420)</u>				
(Contribution	s) Hume, Bruce - Accumulation (HUMBRU00001A)				
01/07/2020	Opening Balance				30,949.39 CR
01/07/2020	Close Period Journal		30,949.39		0.00 DR
10/07/2020	System Member Journals		·	25,000.00	25,000.00 CR
			30,949.39	25,000.00	25,000.00 CR
(Contribution	s) Ryan, Darren - Accumulation (RYADAR00001A)				
01/07/2020	Opening Balance				32,936.00 CR
01/07/2020	Close Period Journal		32,936.00		0.00 DR
10/07/2020	System Member Journals			25,000.00	25,000.00 CR
			32,936.00	25,000.00	25,000.00 CR

Transaction Date	Description	Units	Debit	Credit	Balance \$
Transfers In (52	<u>850)</u>				
(Transfers In)	Hume, Bruce - Accumulation (HUMBRU00001A)				
01/07/2020	Opening Balance				488.44 CR
01/07/2020	Close Period Journal		488.44		0.00 DR
			488.44		0.00 DR
Share of Profit/	(Loss) (53100)				
(Share of Prof	fit/(Loss)) Hume, Bruce - Accumulation (HUMBRU00001A	<u>A)</u>			
01/07/2020	Opening Balance				23,865.66 CR
01/07/2020	Close Period Journal		23,865.66		0.00 DR
30/06/2021	Create Entries - Profit/Loss Allocation -		·	25,547.36	25,547.36 CR
30/06/2021			23,865.66	25,547.36	25,547.36 CR
		<u></u>	23,003.00	23,347.30	23,347.30 CR
	it/(Loss)) Ryan, Darren - Accumulation (RYADAR00001A	ΥŢ			
01/07/2020	Opening Balance				23,789.42 CR
01/07/2020	Close Period Journal		23,789.42		0.00 DR
30/06/2021	Create Entries - Profit/Loss Allocation - 30/06/2021			25,547.37	25,547.37 CR
			23,789.42	25,547.37	25,547.37 CR
Income Tax (53	330)				
(Income Tax)	Hume, Bruce - Accumulation (HUMBRU00001A)				
01/07/2020	Opening Balance				9,535.60 DR
01/07/2020	Close Period Journal			9,535.60	0.00 DR
29/07/2020	System Member Journals			6.53	6.53 CR
31/08/2020	System Member Journals			6.53	13.06 CR
29/09/2020	System Member Journals			6.53	19.59 CR
29/10/2020	System Member Journals			6.53	26.12 CR
01/12/2020	System Member Journals			6.53	32.65 CR
29/12/2020	System Member Journals			6.53	39.18 CR
29/01/2021	System Member Journals			6.53	45.71 CR
02/03/2021	System Member Journals			6.53	52.24 CR
30/03/2021	System Member Journals			6.53	58.77 CR
29/04/2021	System Member Journals			6.53	65.30 CR
31/05/2021	System Member Journals			6.53	71.83 CR
29/06/2021	System Member Journals			6.53	78.36 CR
30/06/2021	Create Entries - Income Tax Expense Allocation - 30/06/2021		3,832.23		3,753.87 DR
			3,832.23	9,613.96	3,753.87 DR
<u>(Income Tax)</u>	Ryan, Darren - Accumulation (RYADAR00001A)				
01/07/2020	Opening Balance				9,481.18 DR
01/07/2020	Close Period Journal			9,481.18	0.00 DR
29/07/2020	System Member Journals			9.35	9.35 CR
31/08/2020	System Member Journals			9.35	18.70 CR
29/09/2020	System Member Journals			9.35	28.05 CR
29/10/2020	System Member Journals			9.35	37.40 CR
01/12/2020	System Member Journals			9.35	46.75 CR
29/12/2020	System Member Journals			9.35	56.10 CR
	System Member Journals			9.35	65.45 CR

Transaction Date	Description	Units	Debit	Credit	Balance \$
02/03/2021	System Member Journals			9.35	74.80 CR
30/03/2021	System Member Journals			9.35	84.15 CR
29/04/2021	System Member Journals			9.35	93.50 CR
31/05/2021	System Member Journals			9.35	102.85 CR
29/06/2021	System Member Journals			9.35	112.20 CR
30/06/2021	Create Entries - Income Tax Expense Allocation - 30/06/2021		3,832.23		3,720.03 DR
	Allocation - 30/00/2021		3,832.23	9,593.38	3,720.03 DR
Contributions 1	<u>Fax (53800)</u>				
(Contributions	s Tax) Hume, Bruce - Accumulation (HUMBRU00001	<u>A)</u>			
01/07/2020	Opening Balance				4,642.40 DR
01/07/2020	Close Period Journal			4,642.40	0.00 DR
10/07/2020	10/07/2020 System Member Journals		3,750.00		3,750.00 DR
			3,750.00	4,642.40	3,750.00 DR
(Contributions	s Tax) Ryan, Darren - Accumulation (RYADAR00001)	<u>A)</u>			
01/07/2020	Opening Balance				4,940.40 DR
01/07/2020	Close Period Journal			4,940.40	0.00 DR
10/07/2020	System Member Journals		3,750.00		3,750.00 DR
			3,750.00	4,940.40	3,750.00 DR
_ife Insurance	Premiums (53920)				
<u>(Life Insuranc</u>	e Premiums) Hume, Bruce - Accumulation (HUMBRU	<u>J00001A)</u>			
01/07/2020	Opening Balance				455.52 DR
01/07/2020	Close Period Journal			455.52	0.00 DR
29/07/2020	System Member Journals		43.56		43.56 DR
31/08/2020	System Member Journals		43.56		87.12 DR
29/09/2020	System Member Journals		43.56		130.68 DR
29/10/2020	System Member Journals		43.56		174.24 DR
01/12/2020	System Member Journals		43.56		217.80 DR
29/12/2020	System Member Journals		43.56		261.36 DR
29/01/2021	System Member Journals		43.56		304.92 DR
02/03/2021	System Member Journals		43.56		348.48 DR
30/03/2021	System Member Journals		43.56		392.04 DR
29/04/2021	System Member Journals		43.56		435.60 DR
31/05/2021	System Member Journals		43.56		479.16 DR
			43.56		522.72 DR
29/06/2021	System Member Journals		10.00		
29/06/2021	System Member Journals		522.72	455.52	522.72 DR
	System Member Journals  ce Premiums) Ryan, Darren - Accumulation (RYADAR	<u>R00001A)</u>		455.52	522.72 DR
	·	<u>800001A)</u>		455.52	522.72 DR 613.68 DR
<u>(Life Insuranc</u>	e Premiums) Ryan, Darren - Accumulation (RYADAR	<u>800001A)</u>		<b>455.52</b> 613.68	
<u>(Life Insuranc</u> 01/07/2020	ce Premiums) Ryan, Darren - Accumulation (RYADAR Opening Balance	<u>R00001A)</u>			613.68 DR
<u>(Life Insuranc</u> 01/07/2020 01/07/2020	Ce Premiums) Ryan, Darren - Accumulation (RYADAR Opening Balance Close Period Journal	<u>800001A)</u>	522.72		613.68 DR 0.00 DR
<u>(Life Insuranc</u> 01/07/2020 01/07/2020 29/07/2020	ce Premiums) Ryan, Darren - Accumulation (RYADAR Opening Balance Close Period Journal System Member Journals	<u>R00001A)</u>	<b>522.72</b> 62.34		613.68 DR 0.00 DR 62.34 DR 124.68 DR
<u>(Life Insuranc</u> 01/07/2020 01/07/2020 29/07/2020 31/08/2020	Ce Premiums) Ryan, Darren - Accumulation (RYADAR Opening Balance Close Period Journal System Member Journals System Member Journals	<u>R00001A)</u>	<b>522.72</b> 62.34 62.34		613.68 DR 0.00 DR 62.34 DR
(Life Insurance) 01/07/2020 01/07/2020 29/07/2020 31/08/2020 29/09/2020	Ce Premiums) Ryan, Darren - Accumulation (RYADAR Opening Balance Close Period Journal System Member Journals System Member Journals System Member Journals	<u>200001A)</u>	<b>522.72</b> 62.34 62.34 62.34		613.68 DR 0.00 DR 62.34 DR 124.68 DR 187.02 DR 249.36 DR
(Life Insurance) 01/07/2020 01/07/2020 29/07/2020 31/08/2020 29/09/2020 29/10/2020	ce Premiums) Ryan, Darren - Accumulation (RYADAR Opening Balance Close Period Journal System Member Journals System Member Journals System Member Journals System Member Journals	<u>800001A)</u>	<b>522.72</b> 62.34 62.34 62.34 62.34		613.68 DR 0.00 DR 62.34 DR 124.68 DR 187.02 DR
(Life Insurance) 01/07/2020 01/07/2020 29/07/2020 31/08/2020 29/09/2020 29/10/2020 01/12/2020	Ce Premiums) Ryan, Darren - Accumulation (RYADAR Opening Balance Close Period Journal System Member Journals System Member Journals System Member Journals System Member Journals System Member Journals	<u>200001A)</u>	522.72 62.34 62.34 62.34 62.34 62.34		613.68 DR 0.00 DR 62.34 DR 124.68 DR 187.02 DR 249.36 DR 311.70 DR

Transaction Date	Description	Units	Debit	Credit	Balance \$
30/03/2021	System Member Journals		62.34		561.06 DR
29/04/2021	System Member Journals		62.34		623.40 DR
31/05/2021	System Member Journals		62.34		685.74 DR
29/06/2021	System Member Journals		62.34		748.08 DR
	-		748.08	613.68	748.08 DR
Benefits Paid/Tr	ansfers Out (54500)				
(Benefits Paid	/Transfers Out) Hume, Bruce - Accumulation (HU	MBRU00001A)			
01/07/2020	Opening Balance				10,000.00 DR
01/07/2020	Close Period Journal			10,000.00	0.00 DR
	-			10,000.00	0.00 DR
(Benefits Paid	- Transfers Out) Ryan, Darren - Accumulation (RY/	ADAR00001A)			
01/07/2020	Opening Balance				10,000.00 DR
01/07/2020	Close Period Journal			10,000.00	0.00 DR
	-			10,000.00	0.00 DR
Bank Accounts	(60400)				
BOQ Superan	nuation Savings Account (BQL22125705)				
01/07/2020	Opening Balance				129,539.58 DR
07/07/2020	TFR FROM 022135579		1,100.00		130,639.58 DR
10/07/2020	TFR FROM 020220577		50,000.00		180,639.58 DR
10/07/2020	TFR FROM 022198661		57,200.00		237,839.58 DR
14/07/2020	TFR FROM 022135579		1,100.00		238,939.58 DR
21/07/2020	TFR FROM 022135579		1,100.00		240,039.58 DR
29/07/2020	Direct Debit OnePath Life Lt d			43.56	239,996.02 DR
29/07/2020	1005692403/1gn3v Direct Debit OnePath Life Lt d 1005879047/1gn3u			62.34	239,933.68 DR
31/07/2020	INTEREST PAYMENT SYSTEM		103.93		240,037.61 DR
07/08/2020	GENERATED * BPAY TAX OFFICE			4,565.00	235,472.61 DR
11/08/2020	PAYMENTS IB2-33459121 BPAY TAX OFFICE PAYMENTS IB2-13712818			977.30	234,495.31 DR
11/08/2020	TFR TO ACCOUNT 022135579			321.00	234,174.31 DR
17/08/2020	TFR TO ACCOUNT 022135579			770.00	233,404.31 DR
31/08/2020	Direct Debit OnePath Life Lt d 1005692403/1hZru			43.56	233,360.75 DR
31/08/2020	Direct Debit OnePath Life Lt d 1005879047/1hZrt			62.34	233,298.41 DR
31/08/2020	INTEREST PAYMENT SYSTEM GENERATED *		119.91		233,418.32 DR
29/09/2020	Direct Debit OnePath Life Lt d 1005692403/1iLRU			43.56	233,374.76 DR
29/09/2020	Direct Debit OnePath Life Lt d 1005879047/1iLRT			62.34	233,312.42 DR
30/09/2020	INTEREST PAYMENT SYSTEM GENERATED *		104.87		233,417.29 DR
15/10/2020	TFR TO ACCOUNT 020220577			3,355.00	230,062.29 DR
29/10/2020	Direct Debit OnePath Life Lt d 1005692403/1j8St			43.56	230,018.73 DR
29/10/2020	Direct Debit OnePath Life Lt d 1005879047/1j8Ss			62.34	229,956.39 DR
31/10/2020	INTEREST PAYMENT SYSTEM GENERATED *		78.70		230,035.09 DR
30/11/2020	GENERATED INTEREST PAYMENT SYSTEM GENERATED *		71.84		230,106.93 DR
01/12/2020	Direct Debit OnePath Life Lt d			43.56	230,063.37 DR

Balance	Credit	Debit	Units	Description	Transaction Date
				1005692403/1jvDC	
230,001.03 DR	62.34			Direct Debit OnePath Life Lt_d 1005879047/1jvDB	01/12/2020
221,777.03 DR	8,224.00			BPAY TAX OFFICE PAYMENTS IB2-31822201	07/12/2020
219,302.03 DR	2,475.00			PAY ANYONE TO Herron Accountants 124185 021374214	23/12/2020
219,258.47 DR	43.56			Direct Debit OnePath Life Lt d	29/12/2020
219,196.13 DR	62.34			1005692403/1kfTE Direct Debit OnePath Life Lt d	29/12/2020
219,195.48 DR	0.65			1005879047/1kfTD INTERNET PAY ANYONE FEE	31/12/2020
219,242.82 DR		47.34		INTEREST PAYMENT SYSTEM	31/12/2020
216,489.82 DR	2,753.00			GENERATED * BPAY TAX OFFICE	11/01/2021
216,446.26 DR	43.56			PAYMENTS IB2-52952858 Direct Debit OnePath Life Lt d	29/01/2021
216,383.92 DR	62.34			1005692403/1IRtx Direct Debit OnePath Life Lt d	29/01/2021
216,430.09 DR		46.17		1005879047/1IRtw INTEREST PAYMENT SYSTEM	31/01/2021
·	005.00	40.17		GENERATED *	
216,045.09 DR	385.00	70,000.00		TFR TO ACCOUNT 022135579 TFR FROM 020220577	18/02/2021 19/02/2021
286,045.09 DR	52 000 00	70,000.00		TFR TO ACCOUNT 020220577	19/02/2021
234,045.09 DR	52,000.00	1 000 00			
235,045.09 DR		1,000.00		TFR FROM 020220577	19/02/2021
235,087.74 DR		42.65		INTEREST PAYMENT SYSTEM GENERATED *	28/02/2021
235,044.18 DR	43.56			Direct Debit OnePath Life Lt d 1005692403/1mF3W	02/03/2021
234,981.84 DR	62.34			Direct Debit OnePath Life Lt d 1005879047/1mF3V	02/03/2021
234,938.28 DR	43.56			Direct Debit OnePath Life Lt d 1005692403/1mwOp	30/03/2021
234,875.94 DR	62.34			Direct Debit OnePath Life Lt d 1005879047/1mwOo	30/03/2021
234,925.83 DR		49.89		INTEREST PAYMENT SYSTEM GENERATED *	31/03/2021
5,883.55 DR	229,042.28			WITHDRAWAL equity	28/04/2021
5,839.99 DR	43.56			Direct Debit OnePath Life Lt d	29/04/2021
5,777.65 DR	62.34			1005692403/1nifh Direct Debit OnePath Life Lt d	29/04/2021
96.39 CR	5,874.04			1005879047/1nifg WITHDRAWAL SMSF LOAN	29/04/2021
51.34 CR		45.05		FEES INTEREST PAYMENT SYSTEM GENERATED *	30/04/2021
948.66 DR		1,000.00		TFR FROM 020220577	06/05/2021
11,373.62 DR		10,424.96		TFR FROM 020220577	19/05/2021
11,330.06 DR	43.56			Direct Debit OnePath Life Lt d	31/05/2021
11,267.72 DR	62.34			1005692403/1oTZA Direct Debit OnePath Life Lt d	31/05/2021
11,268.65 DR		0.93		1005879047/1oTZ9 INTEREST PAYMENT SYSTEM	31/05/2021
6,998.00 DR	4,270.65			GENERATED * BPAY TAX OFFICE	01/06/2021
4,864.65 DR	2,133.35			PAYMENTS IB2-19800659 TFR TO ACCOUNT 023175538	03/06/2021
2,731.30 DR	2,133.35			TRANSFER TO LOAN ACCT TFR:	28/06/2021
2,687.74 DR	43.56			FROM TRAN A/C TO LOAN A/C Direct Debit OnePath Life Lt d	29/06/2021
2,625.40 DR	62.34			1005692403/1pCr9 Direct Debit OnePath Life Lt d	29/06/2021
2,020.70 DN	02.04			1005879047/1pCr8	-5,00,2021

Date	Description	Units	Debit	Credit	Balance
	GENERATED *				
	-		193,636.31	320,550.42	2,625.47 DF
Borrowing Cost	(66000)				
Borrowing Cos	st (66000)				
29/04/2021	WITHDRAWAL SMSF LOAN		5,874.04		5,874.04 DF
30/06/2021	FEES To record amortization of borrowing cost			205.99	5,668.05 DF
	-		5,874.04	205.99	5,668.05 DF
Sundry Debtors	(68000)				
Sundry Debtor					
20/01/2021	ASIC fee double paid by GRJNL for Ryan &		273.00		273.00 DR
	Hume Bare Pty Ltd		273.00		273.00 DR
Real Estate Pro	 perties (Australian - Non Residential) (77250)				
	eebung (IP-1 - New Com)				
28/04/2021	To record purchase of Geebung property	1.00	539,138.00		539,138.00 DF
	-	1.00	539,138.00		539,138.00 DR
<u>Unit 110, 53 E</u>	- indeavour Boulevard, North Lakes (Valued 05/11/2	2018) (RYAN0001)			
01/07/2020	Opening Balance	1.00			675,000.00 DF
	-	1.00			675,000.00 DR
Incidentals - E	ndeavour Blvd (RYAN0005_INCIDENTALS)				
01/07/2020	Opening Balance				24,139.55 DF
	-	0.00			24,139.55 DR
GST Payable/Re	fundable (84000)				
GST Payable/	Refundable (84000)				
01/07/2020	Opening Balance				88.00 CF
07/07/2020	TFR FROM 022135579			100.00	188.00 CF
10/07/2020	TFR FROM 022198661			5,200.00	5,388.00 CF
14/07/2020	TFR FROM 022135579			100.00	
04/07/0000				100.00	5,488.00 CF
21/07/2020	TFR FROM 022135579			100.00	5,488.00 CF 5,588.00 CF
21/07/2020 07/08/2020	BPAY TAX OFFICE		332.00		
	BPAYTAX OFFICEPAYMENTSIB2-33459121To record Accountancy Fees paid by Goldriverdriver Jewellers Pty Ltd through Sundry		332.00 45.00		5,588.00 CF
07/08/2020	BPAYTAX OFFICEPAYMENTSIB2-33459121To record Accountancy Fees paid by Goldriverdriver Jewellers Pty Ltd through SundryCreditors.BPAYTAX OFFICE				5,588.00 CF 5,256.00 CF
07/08/2020 07/08/2020	BPAY TAX OFFICE PAYMENTS IB2-33459121 To record Accountancy Fees paid by Goldriver driver Jewellers Pty Ltd through Sundry Creditors.		45.00		5,588.00 CF 5,256.00 CF 5,211.00 CF
07/08/2020 07/08/2020 07/12/2020	BPAYTAX OFFICEPAYMENTSIB2-33459121To record Accountancy Fees paid by Goldriverdriver Jewellers Pty Ltd through SundryCreditors.BPAYTAX OFFICEPAYMENTSIB2-31822201To record Accountancy Fees paid by GoldriverJewellers North Lakes Pty Ltd.PAY ANYONE TO Herron Accountants		45.00 5,211.00		5,588.00 CF 5,256.00 CF 5,211.00 CF 0.00 DF
07/08/2020 07/08/2020 07/12/2020 11/12/2020	BPAYTAX OFFICEPAYMENTSIB2-33459121To record Accountancy Fees paid by Goldriverdriver Jewellers Pty Ltd through SundryCreditors.BPAYTAX OFFICEPAYMENTSIB2-31822201To record Accountancy Fees paid by GoldriverJewellers North Lakes Pty Ltd.PAY ANYONE TO Herron Accountants124185 021374214PAY ANYONE TO Herron Accountants		45.00 5,211.00 35.00		5,588.00 CF 5,256.00 CF 5,211.00 CF 0.00 DF 35.00 DF
07/08/2020 07/08/2020 07/12/2020 11/12/2020 23/12/2020	BPAYTAX OFFICEPAYMENTSIB2-33459121To record Accountancy Fees paid by Goldriverdriver Jewellers Pty Ltd through SundryCreditors.BPAYTAX OFFICEPAYMENTSIB2-31822201To record Accountancy Fees paid by GoldriverJewellers North Lakes Pty Ltd.PAY ANYONE TO Herron Accountants124185 021374214PAY ANYONE TO Herron Accountants124185 021374214BPAYTAX OFFICE		45.00 5,211.00 35.00 190.00		5,588.00 CF 5,256.00 CF 5,211.00 CF 0.00 DF 35.00 DF 225.00 DF
07/08/2020 07/08/2020 07/12/2020 11/12/2020 23/12/2020 23/12/2020	BPAYTAX OFFICEPAYMENTSIB2-33459121To record Accountancy Fees paid by Goldriverdriver Jewellers Pty Ltd through SundryCreditors.BPAYTAX OFFICEPAYMENTSIB2-31822201To record Accountancy Fees paid by GoldriverJewellers North Lakes Pty Ltd.PAY ANYONE TO Herron Accountants124185 021374214PAY ANYONE TO Herron Accountants124185 021374214BPAYTAX OFFICEPAYMENTSIB2-52952858To record accountancy fees paid on 14		45.00 5,211.00 35.00 190.00	100.00	5,588.00 CF 5,256.00 CF 5,211.00 CF 0.00 DF 35.00 DF 225.00 DF 260.00 DF
07/08/2020 07/08/2020 07/12/2020 11/12/2020 23/12/2020 23/12/2020 11/01/2021	BPAYTAX OFFICEPAYMENTSIB2-33459121To record Accountancy Fees paid by Goldriverdriver Jewellers Pty Ltd through SundryCreditors.BPAYTAX OFFICEPAYMENTSIB2-31822201To record Accountancy Fees paid by GoldriverJewellers North Lakes Pty Ltd.PAY ANYONE TO Herron Accountants124185 021374214PAY ANYONE TO Herron Accountants124185 021374214BPAYTAX OFFICEPAYMENTSIB2-52952858To record accountancy fees paid on 14January from outside fund's account		45.00 5,211.00 35.00 190.00 35.00	100.00	5,588.00 CF 5,256.00 CF 5,211.00 CF 0.00 DF 35.00 DF 225.00 DF 260.00 DF 0.00 DF
07/08/2020 07/08/2020 07/12/2020 11/12/2020 23/12/2020 23/12/2020 11/01/2021 31/03/2021	BPAYTAX OFFICEPAYMENTSIB2-33459121To record Accountancy Fees paid by Goldriverdriver Jewellers Pty Ltd through SundryCreditors.BPAYTAX OFFICEPAYMENTSIB2-31822201To record Accountancy Fees paid by GoldriverJewellers North Lakes Pty Ltd.PAY ANYONE TO Herron Accountants124185 021374214PAY ANYONE TO Herron Accountants124185 021374214BPAYTAX OFFICEPAYMENTSIB2-52952858To record accountancy fees paid on 14January from outside fund's accountTo record GST credit transfer to ATO ICATo record payment of March BAS fees paid by		45.00 5,211.00 35.00 190.00 35.00	100.00	5,588.00 CF 5,256.00 CF 5,211.00 CF 35.00 DF 225.00 DF 260.00 DF 0.00 DF 25.00 DF
07/08/2020 07/08/2020 07/12/2020 11/12/2020 23/12/2020 23/12/2020 11/01/2021 31/03/2021 30/06/2021	BPAYTAX OFFICEPAYMENTSIB2-33459121To record Accountancy Fees paid by Goldriverdriver Jewellers Pty Ltd through SundryCreditors.BPAYTAX OFFICEPAYMENTSIB2-31822201To record Accountancy Fees paid by GoldriverJewellers North Lakes Pty Ltd.PAY ANYONE TO Herron Accountants124185 021374214PAY ANYONE TO Herron Accountants124185 021374214BPAYTAX OFFICEPAYMENTSIB2-52952858To record accountancy fees paid on 14January from outside fund's accountTo record GST credit transfer to ATO ICA		45.00 5,211.00 35.00 190.00 35.00 25.00	100.00	5,588.00 CF 5,256.00 CF 5,211.00 CF 0.00 DF 35.00 DF 225.00 DF 0.00 DF 25.00 DF 0.00 DF

Transaction Date	Description	Units	Debit	Credit	Balance
			6,090.00	10,741.42	4,739.42 CF
ncome Tax Pay	able/Refundable (85000)				
Income Tax P	ayable/Refundable (85000)				
01/07/2020	Opening Balance				4,036.65 CF
07/12/2020	BPAY TAX OFFICE PAYMENTS IB2-31822201		3,013.00		1,023.65 CR
11/01/2021	BPAY TAX OFFICE		3,013.00		1,989.35 DR
01/06/2021	PAYMENTS IB2-52952858 BPAY TAX OFFICE PAYMENTS IB2-19800659		4,011.65		6,001.00 DF
30/06/2021	To record GST credit transfer to ATO ICA		25.00		6,026.00 DF
30/06/2021	Create Entries - Income Tax Expense - 30/06/2021			14,973.90	8,947.90 CR
			10,062.65	14,973.90	8,947.90 CR
Limited Recours	se Borrowing Arrangements (85500)				
BOQ - LRBA	Geebung (01)				
28/04/2021	To record purchase of Geebung property			286,000.00	286,000.00 CR
27/05/2021	To record interest & service fees for May 2021			953.52	286,953.52 CR
03/06/2021	TFR TO ACCOUNT 023175538		2,133.35		284,820.17 CR
28/06/2021	TRANSFER TO LOAN ACCT TFR:		2,133.35		282,686.82 CR
20/00/2021	FROM TRAN A/C TO LOAN A/C		2,133.35		202,000.02 Ch
28/06/2021	To record interest and service fees for the month of June 2021		4 000 70	981.90	283,668.72 CR
			4,266.70	287,935.42	283,668.72 CR
PAYG Payable (	<u>86000)</u>				
PAYG Payabl	<u>e (86000)</u>				
01/07/2020	Opening Balance				4,233.00 CR
07/08/2020	BPAY TAX OFFICE PAYMENTS IB2-33459121		4,233.00		0.00 DR
			4,233.00		0.00 DR
Sundry Creditor	r <u>s (88000)</u>				
Sundry Credit	<u>ors (88000)</u>				
01/07/2020	Opening Balance				4,928.30 CR
07/08/2020	To record Accountancy Fees paid by Goldriver driver Jewellers Pty Ltd through Sundry			495.00	5,423.30 CR
11/08/2020	Creditors. BPAY TAX OFFICE PAYMENTS IB2-13712818		977.30		4,446.00 CR
11/08/2020	TFR TO ACCOUNT 022135579		321.00		4,125.00 CR
17/08/2020	TFR TO ACCOUNT 022135579		770.00		3,355.00 CR
11/09/2020	ASIC fee for Ryan & Hume Pty Ltd paid by GRJNL			55.00	3,410.00 CR
15/10/2020	TFR TO ACCOUNT 020220577		3,355.00		55.00 CR
11/12/2020	To record Accountancy Fees paid by Goldriver Jewellers North Lakes Pty Ltd.			385.00	440.00 CR
24/12/2020	ASIC fee for Ryan & Hume Bare Pty Ltd paid by GRJNL			273.00	713.00 CR
20/01/2021	ASIC fee double paid by GRJNL for Ryan & Hume Bare Pty Ltd			273.00	986.00 CR
18/02/2021	TFR TO ACCÓUNT 022135579		385.00		601.00 CR
19/02/2021	TFR FROM 020220577			1,000.00	1,601.00 CR
19/02/2021	TFR TO ACCOUNT 020220577		52,000.00		50,399.00 DR
				70,000.00	19,601.00 CR
19/02/2021	TFR FROM 020220577			70,000.00	13,001.00 01

Transaction Date	Description	Units	Debit	Credit	Balance \$
	January from outside fund's account				
28/04/2021	WITHDRAWAL equity		229,042.28		209,166.28 DR
28/04/2021	To record purchase of Geebung property			229,042.28	19,876.00 CR
28/04/2021	To record purchase of Geebung property			24,095.72	43,971.72 CR
06/05/2021	TFR FROM 020220577			1,000.00	44,971.72 CR
19/05/2021	TFR FROM 020220577			10,424.96	55,396.68 CR
30/06/2021	To record payment of March BAS fees paid by another entity.			275.00	55,671.68 CR
30/06/2021	To Acc fees for invoice 27023 unpaid till year end.			2,112.00	57,783.68 CR
30/06/2021	To record rent amounts		54,520.68		3,263.00 CR
			341,371.26	339,705.96	3,263.00 CR
Rent In Advance	<u>e (88100)</u>				
Rent In Advar	nce (88100)				
01/07/2020	Opening Balance				43,818.18 CR
30/09/2020	BO: To reallocate \$3,000.00 as rent paid in advance			3,000.00	46,818.18 CR
30/06/2021	To transfer rent in advance			37,800.00	84,618.18 CR
30/06/2021	To transfer rent in advance			5,181.82	89,800.00 CR
				45,981.82	89,800.00 CR
Deferred Tax Lia	ability/Asset (89000)				
Deferred Tax	Liability/Asset (89000)				
01/07/2020	Opening Balance				11,908.93 CR
					11,908.93 CR

Total Debits:	1,397,429.44
Total Credits:	1,397,429.44

For the period 01 July 2020 to 30 June 2021

eate Entries Financial Year Summary 01 July 2020 - 30 June 2021	
Total Profit	Amount
Income	109,293.79
Less Expense	9,469.86
Total Profit	99,823.93
Tax Summary	Amount
Fund Tax Rate	15.00 %
Total Profit	99,823.93
Less Permanent Differences	0.00
Less Timing Differences	0.00
Less Exempt Pension Income	0.00
Less Other Non Taxable Income	0.00
Less LIC Deductions	0.00
Add SMSF Non Deductible Expenses	0.00
Add Other Non Deductible Expenses	0.00
Add Total Franking/Foreign/TFN/FRW Credits	0.00
Less Realised Accounting Capital Gains	0.00
Less Tax Losses Deducted	0.00
Add SMSF Annual Return Rounding	2.07
Taxable Income	99,826.00
Income Tax on Taxable Income or Loss	14,973.90
Profit/(Loss) Available for Allocation	Amount
Total Available Profit	51,094.73
Franking Credits	0.00
TFN Credits	0.00
Foreign Credits	0.00
FRW Credits	0.00
Total	51,094.73
Income Tax Expense Available for Allocation	Amount
Income Tax on Taxable Income or Loss	14,973.90
Member Specific Income Tax	(7,309.44)
Total Income Tax Expense Allocation	7,664.46

## Final Segment 1 from 01 July 2020 to 30 June 2021

Total Profit		A
		Amou
		109,293.
Less Expense		9,469.8
Total Profit		99,823.
Create Entries Summary		Amou
Fund Tax Rate		15.00
Total Profit		99,823.
Less Permanent Differences		0.0
Less Timing Differences		0.0
Less Exempt Pension Income		0.0
Less Other Non Taxable Income		0.0
Add SMSF Non Deductible Expenses		0.0
Add Other Non Deductible Expenses		0.0
Add Total Franking/Foreign/TFN/FRW C	redits	0.0
Less Realised Accounting Capital Gains		0.0
Less Tax Losses Deducted		0.0
Add Taxable Income Adjustment		2.0
Taxable Income		99,826.
Income Tax on Taxable Income or Los	SS	14,973.
Member Weighted Balance Summary	Weighting%	Amou
Bruce Hume(HUMBRU00001A)	50.00	400,237.
Darren Ryan(RYADAR00001A)	50.00	400,294.9
Profit/(Loss) Available for Allocation		
Total Available Profit		51,094.
Franking Credits		0.0
TFN Credits		0.0
FRW Credits		0.0
Total		51,094.
Allocation to Members	Weighting%	Amou
Bruce Hume(HUMBRU00001A)	50.00	25,547.3
Darren Ryan(RYADAR00001A)	50.00	25,547.3
Accumulation Weighted Balance Summary	Weighting%	Amou
Bruce Hume(HUMBRU00001A)	50.00	400,237.
Darren Ryan(RYADAR00001A)	50.00	400,294.9
Income Tax Expense Available for Allocation		Amou
Income Tax on Taxable Income or Loss		14,973.9
Member Specific Income Tax		(7,309.4
Total Income Tax Expense Allocation		7,664.
Allocation to Members	Weighting%	Amou
Bruce Hume(HUMBRU00001A)	50.00	3,832.1

## Weighting%

## Calculation of daily member weighted balances

## Bruce Hume (HUMBRU00001A)

## Member Balance

01/07/2020	50010	Opening Balance	379,752.17	379,752.17
10/07/2020	52420	Contributions	25,000.00	24,383.56
10/07/2020	53800	Contributions Tax	(3,750.00)	(3,657.53)
29/07/2020	53920	Life Insurance Premiums	(43.56)	(40.22)
31/08/2020	53920	Life Insurance Premiums	(43.56)	(36.28)
29/09/2020	53920	Life Insurance Premiums	(43.56)	(32.82)
29/10/2020	53920	Life Insurance Premiums	(43.56)	(29.24)
01/12/2020	53920	Life Insurance Premiums	(43.56)	(25.30)
29/12/2020	53920	Life Insurance Premiums	(43.56)	(21.96)
29/01/2021	53920	Life Insurance Premiums	(43.56)	(18.26)
02/03/2021	53920	Life Insurance Premiums	(43.56)	(14.44)
30/03/2021	53920	Life Insurance Premiums	(43.56)	(11.10)
29/04/2021	53920	Life Insurance Premiums	(43.56)	(7.52)
31/05/2021	53920	Life Insurance Premiums	(43.56)	(3.70)
29/06/2021	53920	Life Insurance Premiums	(43.56)	(0.24)
		Total Amount (Weighted)		400,237.12

### Darren Ryan (RYADAR00001A)

Member Balance				
01/07/2020	50010	Opening Balance	379,913.90	379,913.90
10/07/2020	52420	Contributions	25,000.00	24,383.56
10/07/2020	53800	Contributions Tax	(3,750.00)	(3,657.53)
29/07/2020	53920	Life Insurance Premiums	(62.34)	(57.56)
31/08/2020	53920	Life Insurance Premiums	(62.34)	(51.92)
29/09/2020	53920	Life Insurance Premiums	(62.34)	(46.97)
29/10/2020	53920	Life Insurance Premiums	(62.34)	(41.84)
01/12/2020	53920	Life Insurance Premiums	(62.34)	(36.21)
29/12/2020	53920	Life Insurance Premiums	(62.34)	(31.43)
29/01/2021	53920	Life Insurance Premiums	(62.34)	(26.13)
02/03/2021	53920	Life Insurance Premiums	(62.34)	(20.67)
30/03/2021	53920	Life Insurance Premiums	(62.34)	(15.88)
29/04/2021	53920	Life Insurance Premiums	(62.34)	(10.76)
31/05/2021	53920	Life Insurance Premiums	(62.34)	(5.29)
29/06/2021	53920	Life Insurance Premiums	(62.34)	(0.34)
		Total Amount (Weighted)		400,294.93

**Calculation of Net Capital Gains** 

Capital gains from Unsegregated Pool	0.00
Capital gains from Unsegregated Pool - Collectables	0.00
Capital Gain Adjustment from prior segments	0.00
Realised Notional gains	0.00
Carried forward losses from prior years	0.00
Current year capital losses from Unsegregated Pool	0.00
Current year capital losses from Unsegregated Pool -	Collectables 0.00
Total CGT Discount Applied	0.00
Capital Gain /(Losses carried forward)	0.00
CGT allocated in prior segments	0.00
Allocations of Net Capital Gains to Pools	
Capital Gain Proportion - Unsegregated Pool (0/0)=10	0.00% 0.00
Foreign Tax Offset Calculations	
Segment 01 July 2020 to 30 June 2021	
Claimable FTO - Unsegregated Pool	0.00
Claimable FTO	0.00
Total Claimable Foreign Credits for the Year	0.00
Foreign Tax Offset (Label C1)	0.00
Applied/Claimed FTO	0.00
Allocations of Foreign Tax Offset to Members	
Bruce Hume(HUMBRU00001A) - 100.00 %	0.00
Darren Ryan(RYADAR00001A) - 0.00 %	0.00
Total Foreign Tax Offset Allocated to Members	0.00
Calculation of Outstanding Limited Recourse Borrowing Arra	ingements
Unsegregated	
Total Net Assets (Sum of member closing balances La	abel S) 844,516.10
Total Outstanding LRBA Balance	283,668.72
Allocation of LRBA asset to members	
Bruce Hume - 283668.72 * 422272.94/844516.10	141,839.36
Darren Ryan - 283668.72 * 422243.16/844516.10	141,829.36



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# Income tax 552

Date generated	18/11/2021
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

## Transactions

8 results found - from 01 July 2020 to 18 November 2021 sorted by processed date ordered newest to oldest

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance	
21 Jun 2021	21 Jun 2021	General interest charge			\$0.00	7
21 Jun 2021	18 Jun 2021	Payment received		\$4,270.65	\$0.00	
26 May 2021	26 May 2021	General interest charge			\$4,270.65 DR	
25 May 2021	25 May 2021	Credit transfer received from Integrated Client Account		\$25.00	\$4,270.65 DR	
20 Apr 2021	17 May 2021	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 19 to 30 Jun 20	\$4,295.65		\$4,295.65 DR	
12 Aug 2020	12 Aug 2020	General interest charge			\$0.00	
12 Aug 2020	11 Aug 2020	Payment received		\$977.30	\$0.00	
1 Jul 2020	1 Jul 2020	General interest charge			\$977.30 DR	



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# Activity statement 001

Date generated	18/11/2021
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

## Transactions

14 results found - from 01 July 2020 to 18 November 2021 sorted by processed date ordered newest to oldest

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance	
17 Nov 2021	16 Nov 2021	Payment received		\$5,692.00	\$0.00	I
16 Nov 2021	25 Nov 2021	Original Activity Statement for the period ending 30 Sep 21	\$5,692.00		\$5,692.00 DR	
16 Nov 2021	25 Nov 2021	- GST	\$1,520.00			
16 Nov 2021	25 Nov 2021	- PAYG Instalments	\$4,172.00			
18 Aug 2021	25 Aug 2021	Original Activity Statement for the period ending 30 Jun 21 - GST	\$4,739.00		\$0.00	1
29 Jul 2021	28 Jul 2021	Payment received		\$4,739.00	\$4,739.00 CR	1
25 May 2021	26 May 2021	Original Activity Statement for the period ending 31 Mar 21 - GST		\$25.00	\$0.00	
25 May 2021	25 May 2021	Credit transferred to Income Tax Account	\$25.00		\$25.00 DR	
12 Jan 2021	11 Jan 2021	Payment received		\$2,753.00	\$0.00	1
11 Jan 2021	2 Mar 2021	Original Activity Statement for the period ending 31 Dec 20	\$2,753.00		\$2,753.00 DR	
11 Jan 2021	2 Mar 2021	- PAYG Instalments	\$3,013.00			
11 Jan 2021	11 Jan 2021	- GST		\$260.00		

11/18/21, 7:59 AM

Print | Australian Taxation Office

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
11 Dec 2020	11 Dec 2020	General interest charge			\$0.00
11 Dec 2020	7 Dec 2020	Payment received		\$8,224.00	\$0.00
7 Dec 2020	25 Nov 2020	Original Activity Statement for the period ending 30 Sep 20	\$8,224.00		\$8,224.00 DR
7 Dec 2020	25 Nov 2020	- GST	\$5,211.00		
7 Dec 2020	25 Nov 2020	- PAYG Instalments	\$3,013.00		
21 Aug 2020	25 Aug 2020	Original Activity Statement for the period ending 30 Jun 20	\$4,565.00		\$0.00
21 Aug 2020	25 Aug 2020	- GST	\$332.00		
21 Aug 2020	25 Aug 2020	- PAYG Instalments	\$4,233.00		
21 Aug 2020	11 Mar 2020	General interest charge			\$4,565.00 CR
10 Aug 2020	7 Aug 2020	Payment received		\$4,565.00	\$4,565.00 CR



#### CPRM Property Group (QLD) Pty Ltd

ABN 99 616 531 705 Level 1, North Lakes Central Suite 213/53 Endeavour Boulevard PO Box 667 North Lakes QLD 4509

**T** 07 3482 0100

F 07 3491 9633

E reception@cprmqld.com.au

W cprmqld.com.au

Ryan and Hume Super Fund 110 Endeavour Blvd North Lakes, Qld 4509

5<sup>th</sup> November 2018

Dear Bruce,

### RE: MARKET APPRAISAL PROPERTY: 110/53 Endeavour Boulevard North Lakes QLD 4509

Will obtain new valuation next year

Thank you for your enquiry as to the current market estimate for the property situated at 110/53 Endeavour Boulevard, North Lakes QLD 4509.

Property Description:Lot 110 on SP 258327Building Area:80m² (Ground Floor Retail Tenancy)

The current net rental income of the property is currently **\$52,000** per annum plus GST, which equates to a net rental rate of \$650m<sup>2</sup> plus GST plus outgoings.

It is our opinion that the property has a current market estimate between **\$650,000** (excluding GST ) to **\$700.000** (excluding GST) \$675,000

The estimated sale price is derived from a selling net yield between 7.5% to 8.0% In this market appraisal, we have taken into account figures supplied to us by the owner regarding rental income.

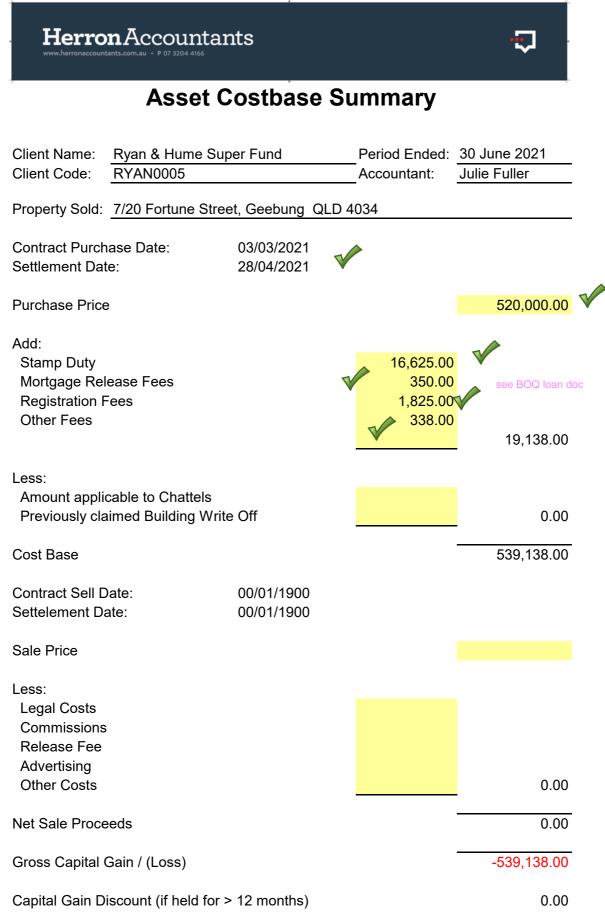
In accordance with our normal policy in these matters, we recommend that you verify the above estimate prior to making any financial decisions.

Yours Faithfully, CPRM Property Group

Robert Rey Principal / Managing Director Mobile: 0418 774 343 Email: robert.rey@cprmqld.com.au

DISCLAIMER: Subject to the provisions of the Trade Practices Act 1974 and subject to any other non-excludable statutory provisions, CPRM Property Group (Qld) Pty Ltd for themselves and for the Vendors of this property for whom they act notice that: (I) all information given in relation to this property whether contained in this document or given orally, is given without responsibility; (II) intending purchasers should satisfy themselves as to the truth or accuracy of all information given by their own inspections, searches, inquiries, advices or as is otherwise necessary; (III) no person in the employment of CPRM Property Group (Qld) Pty Ltd has any authority to make or give any representation or warranty whatsoever in relation to this property.

## Workpaper 25



Nat Capital Gain / (Loss)

(\$539,138.00)



# Contract for Commercial Lots in a Community Titles Scheme

Seventh Edition

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

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

## **REFERENCE SCHEDULE**

ENT				- of and with some theory to be	
AME:	WITHOUT THE INTERVEN	ITION OF AN AGENT			
BN:			LICENCE NO:		
DRESS:					
JBURB:			STATE:	POSTCODE:	
HONE:	MOBILE:	FAX:	EMAIL:		
LLER					
AME:				1011	
	BRUCE GREGORY HUME	Ξ		ABN:	
	BRUCE GREGORY HUME	E	-	ABN:	
ADDRESS:		<u> </u>	STATE:		
DDRESS: UBURB:			STATE:	ABN: POSTCODE:	
		FAX:	STATE: EMAIL:		
DDRESS: SUBURB: PHONE:	MOBILE:				
DDRESS: UBURB: HONE: AME:				POSTCODE:	
DDRESS: UBURB: HONE: AME: DDRESS:	MOBILE:		EMAIL:	POSTCODE:	
DDRESS: UBURB: HONE: AME: DDRESS: UBURB:	MOBILE:	FAX:	EMAIL:	POSTCODE:	
DDRESS: UBURB: HONE: AME: DDRESS:	MOBILE:		EMAIL:	POSTCODE:	
UDRESS: SUBURB: PHONE: NAME: NDRESS: SUBURB: PHONE:	MOBILE:	FAX:	EMAIL:	POSTCODE: ABN: POSTCODE:	tor notified to the Buyer
DDRESS: UBURB: HONE: AME: DDRESS: UBURB: HONE:	MOBILE: DARREN LEE RYAN	FAX:	EMAIL:	POSTCODE: ABN: POSTCODE:	tor notified to the Buyer

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

۰,										
	BUYER									
	NAME:		& HUME BARE PT T LRBA TRUST	Y LTD A.C.N. 167 285 6	27ATF FOR	TUNE	ABN:			
	ADDRESS:									
	SUBURB:				STATE:		POSTC	ODE:		
	PHONE:		MOBILE:	FAX:	EMAIL:					
	NAME:						ABN:			
	ADDRESS:	-								
	SUBURB:				STATE:		POSTC	ODE:		
	PHONE:		MOBILE:	FAX:	EMAIL:					
	BUYER'S S	OLICITOR	2	ļ			∎ or any	other :	solicitor notified	to the Seller
	NAME:	ROUSE L	AWYERS							
	REF:	10969		CONTACT:						
	ADDRESS:	LEVEL 2	2, 22 WANDOO ST	REET						
	SUBURB:	FORTIT	UDE VALLEY		STATE:	QLD	POSTO	CODE:	4006	
	PHONE: 07 3648 99	00	MOBILE:	FAX:	EMAIL: Mahoney.	smith@rouselaw	yers.com.au			
	PROPERTY									
	Lot:	ADDRESS:	7/20 FORTUN	NE STREET						
		SUBURB:	GEEBUNG			STATE:	QLD		POSTCODE:	4034
	Description:	LOT:	LOT 7		On:	🔽 BUP 🦵 G	STP 🗍 SP	1045	90	
		SCHEME:			Com	munity Titles Scl	heme: 15868			
	TITLE REFER	RENCE:	50133922							
	Local Gove	rnment:	BRISBANE CI	TY COUNCIL						
	Present Use	e:	COMMERCIA	L						
	Excluded F	ixtures:								
	Included Ch	nattels:								

١,

 $^{*}$ 

see market appraisal, shows between \$512,000 & \$532,650

Purchase Pric	e: \$520,000.00						
Deposit:	\$ 10,000.00	igns this contract unless ate.	another time is				
	\$	Balance Dep	oosit (if any) payable on:				
Deposit Holde	r:						
	Deposit Holder's Trust Account	BANK: NAB	BSB: 084 209	ACCOUNT NO:	830 046 446		
Default Interes	at Rate: % ■ If no figure apply.	is inserted, the Contract Rate a	pplying at the Contract Date publi	ished by the Queensland	I Law Society Inc v		
FINANCE							
Finance Amou	nt: \$ Sufficient to Complete			mount", "Financier" and "Finance Date" are completed, this finance and Clause 3 does not apply.			
Financier:	Any bank or financial institut	ion	Finance Date:	90 days from contra	act date		
BUILDING AND	D/OR PEST INSPECTION DATE	If 'Inspection	Date' is not completed, the contra	act is not subject to an in	spection report an		
mapection Dat		clause 4 doe					
	ECTING PROPERTY						
Title Encumbra			all Title Encu	OSELLER: You are rec mbrances which will ren	nain after		
Is the Property	sold subject to any Encumbrances	s? ✔ No ↓ Yes, listed be	statutory eas	or example, easements o ements for sewerage an	d drainage which		
			these may er	ear on a title search). Fa htitle the Buyer to termin	ate the contract or		
				tion. It is NOT sufficient will reveal", or similar.	lo state "refer to		
ADDITIONAL B	ODY CORPORATE INFORMATIO	ON					
Interest Schedu	le Lot Entitlement of Lot:	20					
Interest Schedu	le Lot Entitlement of Lot.	20					
Aggregate Inter	est Schedule Lot Entitlement:	183					
Contribution Scl	nedule Lot Entitlement of Lot:	20					
Aggregate Cont	ribution Schedule Lot Entitlement:	183					
INSURANCE P	OLICIES		Sen di Auto	a			
	1		Deliau Nat				
Insurer:	QUS VIA AIG		Policy No:				
Insurer: Building:	QUS VIA AIG \$2,370,238.00		Policy No:				
Insurer:	QUS VIA AIG		Policy No:				
Insurer: Building:	QUS VIA AIG \$2,370,238.00		Accomm, Machinery Breakdo	own, Office Bearers Li	ability,		

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

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

- is not affected by any application to, or an order made by, the Queensland Civil and Administrative Tribunal (QCAT) in relation to a tree on the Land or
- is affected by an application to, or an order made by, QCAT in relation to a tree on the Land, a copy of which has been given to the Buyer prior to the Buyer signing the contract.
- WARNING: Failure to comply with s83 Neighbourhood Disputes (Dividing Fences and Trees Act) 2011 by giving a copy of an order or application to the Buyer (where applicable) prior to Buyer signing the contract will entitle the Buyer to terminate the contract prior to Settlement.

### **GST TABLE**

#### **GOODS AND SERVICES TAX – WARNING**

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

Notes to completion:

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

#### GST1 Going Concern:

Yes 🔽 Is this a sale of a Going Concern? ■ WARNING: There are strict requirements for the If Yes, clause 11.7 (If the Supply is a Going Concern) applies. sale of a Going Concern under the GST Act. If in Otherwise clause 11.7 (If the Supply is a Going Concern) does not apply doubt about complying with those provisions, seek professional advice before marking this item. If the Yes box is marked, do not complete items GST2 and GST3. GST2 Margin Scheme: Yes 🔽 Is the Margin Scheme to apply to the sale of the Property? If Yes, clause 11.6 (Margin Scheme) applies. If the Yes box is marked, do not complete items Otherwise clause 11.6 (Margin Scheme) does not apply GST1 and GST3 The Seller must not apply the Margin Scheme to the Supply of the Property if clause 11.6 does not apply. GST3 Inclusive or Exclusive Purchase Price: Do not complete Item GST3 if Item GST1 (Going Concern) or Item GST2 (Margin Scheme) are marked Yes Does the Purchase Price include Mark 1 box GST? only If Yes, clause 11.4 (Purchase Yes [ Price includes GST) applies If No. clause 11.5 (Purchase No [ Price Does Not Include GST) applies

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

### GST WITHHOLDING OBLIGATIONS

### **Buyer Warranty**

Is the Buyer registered for GST and acquiring the Lot for a creditable purpose? (select whichever is applicable)

☐ Yes

6

☐ No

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

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

## **COMMERCIAL TENANCY SCHEDULE\***

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*Attach further Schedule if i	nsufficient space.						
LEASE 1							
Name of Tenant:	Goldriver Jewellers Pty Ltd						
Use:	Warehouse/shed						
Location/Tenancy No:	Whole of the lot						
Area of Tenancy (m <sup>2</sup> approx	.): Whole of the lot						
Current Rent per Annum:	\$ 30,000	inclusive of outgoings	✓ exclusive of outgoings				
Current Commencement Da	te: Holding over month to month	Holding over month to month					
Current Term:	Month to Month						
Remaining Options:	Option 1 Term N/A	years					
	Option 2 Term	years					
	Option 3 Term	years					
Tenant Car Park:	No.:	Rate \$	Per annum F Per month				
LEASE 2							
Name of Tenant:	Not applicable						
Use:	· · · · · · · · · · · · · · · · · · ·						
Location/Tenancy No:							
Area of Tenancy (m <sup>2</sup> approx	.):						
Current Rent per Annum:	\$	inclusive of outgoings	exclusive of outgoings				
Current Commencement Da	te:						
Current Term:							
Remaining Options:	Option 1 Term	years					
	Option 2 Term	-years					
	Option 3 Term	-years					
Tenant Car Park:	No.:	Rate \$	Per annum Per month				
SERVICE AGREEI *Attach further Schedule if in	MENT SCHEDULE* nsufficient space.						
CONTRACT 1							
Contractor:	N/a						
Service Performed:							
Cost:	\$	Fer ar	nnum 🦵 Per quarter 🦵 Per month				

-	-	۰.	_	_	

CONTRACT 2		
Contractor:	N/a	
Service Performed:		
Cost:	\$	F Per annum F Per quarter F Per month
CONTRACT 3		
Contractor:	N/a	

	10a	
Service Performed:		
Cost:	S	Fer annum Fer quarter Fer month

#### SELLER'S DISCLOSURE

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

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

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

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

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

#### b) ACTUAL CONTINGENT OR EXPECTED LIABILITIES OF BODY CORPORATE

Nil

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

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

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

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

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

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

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

The REIQ Terms of Contract for Commercial Lots in a Community Titles Scheme (Pages 9 - 20) Seventh Edition contain the Terms of this Contract. SPECIAL CONDITIONS SETTLEMENT Settlement Date: 120 DAYS FROM DATE OF CONTRACT or the next Business Day if that is not a Business Day in the Place for Settlement. Place for BRISBANE If Brisbane is inserted, this is a reference Settlement: to Brisbane CBD. SIGNATURES BUYER: WITNESS: BUYER: WITNESS: By placing my signature above I warrant that I am the Buyer [Note: No witness is required if the Buyer signs using an Electronic named in the Reference Schedule or authorised by the Buyer to Signature] sign. SELLER: WITNESS: SELLER: WITNESS: By placing my signature above I warrant that I am the Seller [Note: No witness is required if the Seller signs using an Electronic named in the Reference Schedule or authorised by the Seller to Signature] sign. Who acknowledges having received the Initial Deposit and agrees to DEPOSIT hold that amount and any Balance Deposit when received as HOLDER: Deposit Holder for the parties as provided in the Contract.

## **TERMS OF CONTRACT** FOR COMMERCIAL LOTS IN A COMMUNITY TITLES SCHEME

## 1. DEFINITIONS

#### 1.1 In this contract:

- terms in **bold** in the Reference Schedule and the Disclosure Statement have the meanings shown opposite them unless the context requires otherwise; and
  - (a) "ATO" means the Australian Taxation Office;
  - (b) "ATO Clearance Certificate" means a certificate issued under section 14-220(1) of the Withholding Law which is current on the date it is given to the Buyer;
  - "Balance Purchase Price" means the Purchase Price, less the Deposit paid by the Buyer, adjusted under clause 2.5;
  - (d) "Bank" means an authorised deposit-taking institution within the meaning of the *Banking Act* 1959 (Cth).
  - (e) "Body Corporate" means the body corporate of the Scheme;
  - (f) "Body Corporate Debt" has the meaning in the Regulation Module but excludes the Body Corporate Levies for the period which includes the Settlement Date;
  - (g) "Body Corporate Levies" means regular periodic contributions levied on the owner of the Lot (including, if applicable, levied under an exclusive use by-law) excluding any Special Contribution;
  - (h) "Bond" includes any security for payment of rent or other monies or performance of any obligation pursuant to any Lease;
  - "Building" means any building that forms part of the Lot or in which the Lot is situated;
  - (j) "Business Day" means a day other than:
    - (i) a Saturday or Sunday;
    - (ii) a public holiday in the Place for Settlement; and
    - (iii) a day in the period 27 to 31 December (inclusive);
  - (k) "CGT Withholding Amount" means the amount determined under section 14-200(3)(a) of the Withholding Law or, if a copy is provided to the Buyer prior to settlement, a lesser amount specified in a variation notice under section 14-235;
  - (I) "Commercial Tenancies" means the tenancies referred to in the Commercial Tenancies Schedule and any additional tenancies granted by the Seller with the Buyer's consent under clause 10.6(1)(a);
  - (m) "Commercial Tenancy Documents" means all agreements, deeds of covenant and other documents relating to the Commercial Tenancies;
  - "Contract Date" or "Date of Contract" means the date inserted in the Reference Schedule;
  - (0) "Contractor" means any party performing services under a Service Agreement;
  - (p) "Court" includes any tribunal established under statute;
  - (q) "Disclosure Statement" means the statement under section 206 (existing lot) or section 213 (proposed lot) of the Body Corporate and Community Management Act 1997;

- (r) "Electronic Signature" means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
- (s) "Encumbrances" includes:
  - (i) unregistered encumbrances
  - (ii) statutory encumbrances; and
  - (iii) Security Interests.
- (t) **"Essential Term**" includes, in the case of breach by:
  - (i) the Buyer: clauses 2.1, 2.4(1), 2.4(5), 5.1 and 6.1; and
  - (ii) the Seller: clauses 2.4(5), 5.1, 5.3(1)(a) (d), 5.3(1)(e)(ii) & (iii), 5.7 and 6.1;

but nothing in this definition precludes a Court from finding other terms to be essential;

- "Exclusive Use Areas" means parts of the common property for the Scheme allocated to the Lot under an exclusive use by-law;
- (v) "Financial Institution" means a Bank, building society or credit union;
- (w) "GST" means the goods and services tax under the GST Act;
- "GST Act" means A New Tax System (Goods and Services Tax) Act and includes other GST related legislation;
- "GST Withholding Amount" means the amount (if any) determined under section 14-250 of the Withholding Law required to be paid to the Commissioner of Taxation;
- "Improvements" means fixed structures in the Lot (such as stoves, hot water systems, fixed carpets, curtains, blinds and their fittings, clothes lines, fixed satellite dishes and television antennae, inground plants) but does not include the Reserved Items;
- (aa) "ITAA" means the Income Tax Assessment Act 1936 ("1936 Act") and the Income Tax Assessment Act 1997 ("1997 Act"), or if a specific provision is referred to, the Act which contains the provision; however if a specific provision of the 1936 Act is referred to which has been replaced by a provision of the 1997 Act, the reference must be taken to be the replacement provision;
- (bb) "Keys" means keys, codes or devices in the Seller's possession or control for all locks or security systems on the Property or necessary to access the Property;
- (cc) "Land" means the scheme land for the Scheme;
- (dd) "Outgoings" means:
  - (i) rates or charges on the Lot by any competent authority (for example, council rates, water rates, fire service levies);
  - (ii) land tax; and
  - (iii) Body Corporate Levies;
- (ee) "PPSR" means the Personal Property Securities Register established under Personal Property Securities Act 2009 (Cth);
- (ff) "Property" means:
  - (i) the Lot;
  - (ii) the right to any Exclusive Use Areas;
  - (iii) the Improvements;

(iv) the Included Chattels;

- (gg) "Regulation Module" means the regulation module for the Scheme;
- (hh) "Rent" means any periodic amount, including outgoings, payable under the Tenancies;
- "Reserved Items" means the Excluded Fixtures and all chattels in the Lot and Exclusive Use Areas other than the Included Chattels;
- (jj) "Scheme" means the community titles scheme containing the Lot;
- (kk) "Security Interests" means all security interests registered on the PPSR over Included Chattels and Improvements;
- "Service Agreement" means any agreement between the Seller and another party in connection with services performed for the benefit of the Property and set out in the Service Agreement Schedule;
- (mm) "Service Agreement Documents" means the Service Agreements and all other documents relating to the Service Agreements;
- (nn) "Site Value" means
  - (i) In the case of non-rural land, site value under the Land Valuation Act 2010 or
  - (ii) In the case of rural land, the unimproved value of the land under the Land Valuation Act 2010.
- (oo) "Special Contribution" means an amount levied by the Body Corporate under the Regulation Module for a liability for which no provision or inadequate provision has been made in the budget of the Body Corporate;
- (pp) "Tenant" means a tenant under the Commercial Tenancies;
- (qq) "Transfer Documents" means:
  - the form of transfer under the Land Title Act 1994 required to transfer title in the Lot to the Buyer; and
  - (ii) any other document to be signed by the Seller necessary for stamping or registering the transfer;
- (rr) "Transport Infrastructure" has the meaning defined in the Transport Infrastructure Act 1994; and
- (ss) "Withholding Law" means Schedule 1 to the Taxation Administration Act 1953 (Cth).
- **1.2** Words and phrases defined in the *Body Corporate and Community Management Act 1997* have the same meaning in this contract unless the context indicates otherwise.

#### 2. PURCHASE PRICE

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

#### 2.2 Investment of Deposit

- (1) If:
  - (a) the Deposit Holder is instructed by either the Seller or the Buyer; and

- (b) is lawful to do so;
- the Deposit Holder must:
- invest as much of the Deposit as has been paid with any Financial Institution in an interest-bearing account in the names of the parties; and
- (d) provide the parties' tax file numbers to the Financial Institution (if they have been supplied).
- (2) If there is income from the investment of the Deposit in respect of any financial year to which no beneficiary is presently entitled for the purpose of Division 6 of Part 111 of ITAA as at 30 June of that financial year:
  - (a) the parties must pay to the Deposit Holder the tax assessed to it in respect of that income (other than tax in the nature of a penalty for late lodgement ("Penalty") which the Deposit Holder must bear itself) and all expenses of the Deposit Holder in connection with the preparation and lodgement of the tax return, payment of the tax, and furnishing to the parties the information and copy documents they reasonably require;
  - (b) if the tax (other than Penalty) and the Deposit Holder's expenses are not paid to the Deposit Holder on demand, it may deduct them from the Deposit and income;
  - (c) if tax is not assessed on the income when the Deposit and income are due to be paid to the party entitled, the Deposit Holder may deduct and retain its estimate of the assessment; and
  - (d) as between the parties, the tax must be paid by the party receiving the income on which the tax is assessed and the Deposit Holder's expenses.

#### 2.3 Entitlement to Deposit and Interest

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

#### 2.4 Payment of Balance Purchase Price

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

and the Seller is not obliged to accept a cheque referred to in clause 2.4(2)(b) on the Settlement Date.

- (3) If both of the following apply:
  - (a) the sale is not an excluded transaction under s14-215 of the Withholding Law; and
  - (b) the Seller has not given the Buyer on or before settlement for each person comprising the Seller either:
    - (i) an ATO Clearance Certificate; or
    - a variation notice under s14-235 of the Withholding Law which remains current at the

Settlement Date varying the CGT Withholding Amount to nil,

then:

- (c) for clause 2.4(1), the Seller irrevocably directs the Buyer to draw a bank cheque for the CGT Withholding Amount in favour of the Commissioner of Taxation or, if the Buyer's Solicitor requests, the Buyer's Solicitor's Trust Account;
- (d) the Buyer must lodge a Foreign Resident Capital Gains Withholding Purchaser Notification Form with the ATO for each person comprising the Buyer and give copies to the Seller with the payment reference numbers (PRN) on or before settlement;
- the Seller must return the bank cheque in paragraph (c) to the Buyer's Solicitor (or if there is no Buyer's Solicitor, the Buyer) at settlement; and
- (f) the Buyer must pay the CGT Withholding Amount to the ATO in accordance with section 14-200 of the Withholding Law and give the Seller evidence that it has done so within 2 Business Days of settlement occurring.
- (4) For clause 2.4(3) and section 14-215 of the Withholding Law, the market value of the CGT asset is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit unless:
  - the Property includes items in addition to the Lot and Improvements; and
  - (b) no later than 2 Business Days prior to the Settlement Date, the Seller gives the Buyer a valuation of the Lot and Improvements prepared by a registered valuer,

in which case the market value of the Lot and Improvements will be as stated in the valuation.

- (5) If the Buyer is required to pay the GST Withholding Amount to the Commissioner of Taxation at settlement pursuant to section 14-250 of the Withholding Law:
  - the Seller must give the Buyer a notice in accordance with section 14-255(1) of the Withholding Law;
  - (b) prior to settlement the Buyer must lodge with the ATO:
    - (i) a GST Property Settlement Withholding Notification form ("Form 1"); and
    - (ii) a GST Property Settlement Date Confirmation form ("Form 2");
  - (c) on or before settlement, the Buyer must give the Seller copies of:
    - (i) the Form 1;
    - (ii) confirmation from the ATO that the Form 1 has been lodged specifying the Buyer's lodgement reference number and payment reference number;
    - (iii) confirmation from the ATO that the Form 2 has been lodged; and
    - (iv) a completed ATO payment slip for the Withholding Amount;
  - (d) the Seller irrevocably directs the Buyer to draw a bank cheque for the GST Withholding Amount in favour of the Commissioner of Taxation and deliver it to the Seller at settlement; and
  - (e) the Seller must pay the GST Withholding Amount to the ATO in compliance with section 14-250 of the Withholding Law promptly after settlement.
- (6) The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.

#### 2.5 Adjustments to Balance Purchase Price

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

Site Value of	entitlement of Lot
the Land	Aggregate interest
	schedule lot entitlement

- (5) If land tax is unpaid at the Settlement Date and the Office of State Revenue advises that it will issue a final clearance for the Lot on payment of a specified amount, then the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Office of State Revenue. If an amount is deducted under this clause, then land tax will be treated as paid at the Settlement Date for the purposes of clause 2.5(2).
- (6) Any Outgoings assessable on the amount of water used must be adjusted on the charges that would be assessed on the total water usage for the assessment period, determined by assuming that the actual rate of usage shown by the meter reading made before settlement continues throughout the assessment period. The Buyer must obtain and pay for the meter reading.
- (7) If any Outgoings are assessed but unpaid at the Settlement Date, then the Buyer may deduct the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority or the Body Corporate, as appropriate. If an amount is deducted under this clause, the relevant Outgoing will be treated as paid at the Settlement Date for the purposes of clause 2.5(2).

- (8) Arrears of Rent for any rental period ending on or before the Settlement Date belong to the Seller and are not adjusted at settlement.
- (9) Unpaid Rent for the rental period including both the Settlement Date and the following day ("Current Period") is not adjusted until it is paid.
- (10) Rent already paid for the Current Period or beyond must be adjusted at settlement.
- (11) If Rent payments are reassessed after the Settlement Date for periods including the Settlement Date, any additional Rent payment from a Tenant or refund due to a Tenant must be apportioned under clauses 2.5(8), 2.5(9), 2.5(10) and 2.5(11).
- (12) Payments under clause 2.5(11) must be made within 14 days after notification by one party to the other but only after any additional payment from a Tenant has been received.
- (13) The Seller is liable for:
  - (a) any Special Contribution for which a levy notice has been issued on or before the Contract Date; and
  - (b) any other Body Corporate Debt (including any penalty or recovery cost resulting from nonpayment of a Body Corporate Debt) owing in respect of the Lot at settlement.

The Buyer is liable for any Special Contribution levied after the Contract Date.

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

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

#### 3. FINANCE

- 3.1 This contract is conditional on the Buyer obtaining approval of a loan for the Finance Amount from the Financier by the Finance Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain approval.
- 3.2 The Buyer must give notice to the Seller that:
  - approval has not been obtained by the Finance Date and the Buyer terminates this contract; or
  - (2) the finance condition has been either satisfied or waived by the Buyer.

- **3.3** The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 3.2 by 5pm on the Finance Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- **3.4** The Seller's right under clause 3.3 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 3.2.

### 4. BUILDING AND PEST INSPECTION REPORTS

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

#### 5. SETTLEMENT

#### 5.1 Time and Date

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

#### 5.2 Transfer Documents

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

#### 5.3 Documents and Keys at Settlement

- In exchange for payment of the Balance Purchase Price, the Seller must deliver to the Buyer at settlement:
  - (a) any instrument of title for the Lot required to register the transfer to the Buyer; and
  - (b) unstamped Transfer Documents capable of immediate registration after stamping; and
  - any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and
  - (d) if requested by the Buyer not less than 2 clear Business Days before the Settlement Date, the Keys; and
  - (e) if there are Commercial Tenancies or Service Agreements:
    - the Seller's copy of any Commercial Tenancy Documents or Service Agreement Documents;

- a notice to each Tenant and Contractor advising of the sale and assignment of rights under this contract in the form required by law (if applicable); and
- (iii) any notice required by law to transfer to the Buyer the Seller's interest in any Bond.
- (2) If the Keys are not delivered at Settlement under clause 5.3 (1)(d), the Seller must deliver the Keys to the Buyer. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.

#### 5.4 Assignment of Covenants and Warranties

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

- covenants by the Tenant under the Commercial Tenancies;
- guarantees and Bonds supporting the Commercial Tenancies;
- (3) the Seller's rights under the Service Agreements;
- (4) manufacturer's warranties for the Included Chattels; and
- (5) builders' warranties on the improvements,

to the extent that they are assignable and the Buyer accepts the assignment. However, the right to recover arrears of Rent is not assigned to the Buyer and section 117 of the *Property Law Act 1974* does not apply.

#### 5.5 Bonds

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

#### 5.6 Indemnity

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

#### 5.7 Possession of Property and Title to Included Chattels

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

#### 5.8 Reservations

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

#### 6. TIME

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

#### 6.2 Suspension of Time

(1) This clause 6.2 applies if a party is unable to perform a Settlement Obligation solely as a consequence of a

Delay Event but does not apply where the inability is attributable to:

- damage to, destruction of or diminution in value of the Property or other property of the Seller or Buyer; or
- (b) termination or variation of any agreement between a party and another person whether relating to the provision of finance, the release of an Encumbrance, the sale or purchase of another property or otherwise.
- (2) Time for the performance of the parties' Settlement Obligations is suspended and ceases to be of the essence of the contract and the parties are deemed not to be in breach of their Settlement Obligations.
- (3) An Affected Party must take reasonable steps to minimise the effect of the Delay Event on its ability to perform its Settlement Obligations.
- (4) When an Affected Party is no longer prevented from performing its Settlement Obligations due to the Delay Event, the Affected Party must give the other party a notice of that fact, promptly.
- (5) When the Suspension Period ends, whether notice under clause 6.2(4) has been given or not, either party may give the other party a Notice to Settle.
- (6) A Notice to Settle must be in writing and state:
  - (a) that the Suspension Period has ended;
  - (b) a date, being not less than 5 nor more than 10 Business Days after the date the Notice to Settle is given, which shall become the Settlement Date; and
  - (c) that time is of the essence.
- (7) When Notice to Settle is given, time is again of the essence of the contract.
- (8) In this clause 6.2:
  - "Affected Party" means a party referred to in clause 6.2(1);
  - (b) "Delay Event " means:
    - a tsunami, flood, cyclone, earthquake, bushfire or other act of nature;
    - (ii) riot, civil commotion, war, invasion or a terrorist act;
    - (iii) an imminent threat of an event in paragraphs(i) or (ii); or
    - (iv) compliance with any lawful direction or order by a Government Agency;
  - "Government Agency" means the government of the Commonwealth of Australia or an Australian State, Territory or local government and includes their authorities, agencies, government owned corporations and authorised officers, courts and tribunals;
  - (d) "Settlement Obligations" means, in the case of the Buyer, its obligations under clauses 2.4(1) and 5.1(1) and, in the case of the Seller, its obligations under clauses 5.1(1), 5.3(1)(a) – (e) and 5.7;
  - (e) "Suspension Period" means the period during which the Affected Party (or if both the Buyer and Seller are Affected Parties, either of them) remains unable to perform a Settlement Obligation solely as a consequence of a Delay Event.

## 7. MATTERS AFFECTING THE PROPERTY

## 7.1 Title

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

#### 7.2 Encumbrances

The Property is sold free of all Encumbrances other than the Title Encumbrances, Tenancies, statutory easements implied

by part 6A of the *Land Title Act 1994* and interests registered on the common property for the Scheme.

#### 7.3 Requisitions

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

#### 7.4 Seller's Warranties

- (1) The Seller warrants that, except as disclosed in this contract, at settlement:
  - (a) it will be the registered owner of an estate in fee simple in the Lot and will own the Improvements and Included Chattels;
  - (b) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
  - (c) there will be no unsatisfied judgment, order (except for an order referred to in clause 7.6(1)(b)) or writ affecting the Property.
- (2) The Seller warrants that, except as disclosed in this contract, at the Contract Date and at settlement there are no current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property.
- (3) The Seller warrants that, except as disclosed in this contract, at the Contract Date:
  - there is no unregistered lease, easement or other right capable of registration and which is required to be registered to give indefeasibility affecting the common property or Body Corporate assets;
  - (b) there is no proposal to record a new community management statement for the Scheme and it has not received a notice of a meeting of the Body Corporate to be held after the Contract Date or notice of any proposed resolution or a decision of the Body Corporate to consent to the recording of a new community management statement for the Scheme;
  - (c) all Body Corporate consents to improvements made to common property and which benefit the Lot, or the registered owner of the Lot, are in force; and
  - (d) the Additional Body Corporate Information is correct (if completed).
- (4) If the Seller breaches a warranty in clause 7.4(1) or clause 7.4(2), the Buyer may terminate this contract by notice to the Seller.
- (5) If:
  - (a) the Seller breaches a warranty in clause 7.4(3); or
  - (b) the Additional Body Corporate Information is not completed;

and, as a result, the Buyer is materially prejudiced, the Buyer may terminate this contract by notice to the Seller given within 14 days after the Contract Date but may not claim damages or compensation.

- (6) Clauses 7.4(4) and 7.4(5) do not restrict any statutory rights the Buyer may have which cannot be excluded by this contract.
- (7) (a) The Seller warrants that, except as disclosed in this contract or a notice given by the Seller to the Buyer under the *Environmental Protection Act 1994* ("EPA"), at the Contract Date:
  - there is no outstanding obligation on the Seller to give notice to the administering authority under EPA of notifiable activity being conducted on the Land; and
  - (ii) the Seller is not aware of any facts or circumstances that may lead to the Land being classified as contaminated land within the meaning of EPA.

- (b) If the Seller breaches a warranty in clause 7.4(7), the Buyer may:
  - terminate this contract by notice in writing to the Seller given no later than 2 Business Days before the Settlement Date; or
  - (ii) complete this contract and claim compensation, but only if the Buyer claims it in writing before the Settlement Date.
- (8) The Seller does not warrant that the Present Use is lawful.

#### 7.5 Survey and Mistake

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

which is:

- (d) immaterial; or
- (e) material, but the Buyer elects to complete this contract;

the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing on or before settlement.

- (3) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(2).
- (4) If there is a material error, encroachment or mistake, the Buyer may terminate this contract before settlement.

#### 7.6 Requirements of Authorities

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

#### 7.7 Property Adversely Affected

- (1) If at the Contract Date:
  - the Present Use is not lawful under the relevant town planning scheme;

- (b) the Land is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Land;
- (c) access or any service to the Land passes unlawfully through other land;
- (d) any competent authority has issued a current notice to treat, or notice of intention to resume, regarding any part of the Land;
- (e) there is an outstanding condition of a development approval attaching to the Lot under section 73 of the *Planning Act 2016* or section 96 of the *Economic Development Queensland Act 2012* which, if complied with, would constitute a material mistake or omission in the Seller's title under clause 7.5(2)(c);
- (f) the Property is affected by the Queensland Heritage Act 1992 or is included in the World Heritage List;
- (g) the Property is declared acquisition land under the Queensland Reconstruction Authority Act 2011; or
- (h) there is a charge against the Lot under s104 of the Foreign Acquisitions and Takeovers Act 1975,

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

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

#### 7.8 Dividing Fences

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

### 8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

#### 8.1 Risk

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

8.2 Access

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

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

#### 8.3 Seller's Obligations After Contract Date

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

#### 8.4 Body Corporate Meetings

- (1) The Seller must promptly give the Buyer a copy of:
  - any notice it receives of a proposed meeting of the Body Corporate to be held after the Contract Date; and
  - (b) resolutions passed at that meeting and prior to settlement.
- (2) The Buyer may terminate this contract by notice in writing to the Seller given before settlement if it is materially prejudiced by:
  - any resolution of the Body Corporate passed after the Contract Date, other than a resolution, details of which are disclosed to the Buyer in this contract; or
  - (b) where the Scheme is a subsidiary scheme, any resolution of a body corporate of a higher scheme.
- (3) In clause 8.4(2) a resolution includes a decision of the Body Corporate Committee to consent to recording a new community management statement.
- (4) If the Buyer is not given a copy of the resolutions before settlement, it may sue the Seller for damages.

#### 8.5 Information Regarding the Property

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

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

#### 8.6 Possession Before Settlement

If possession is given before settlement:

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

#### 8.7 Seller's Obligations After Contract Date

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

### 9. PARTIES' DEFAULT

#### 9.1 Seller and Buyer May Affirm or Terminate

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

#### 9.2 If Seller Affirms

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

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

#### 9.3 If Buyer Affirms

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

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

#### 9.4 If Seller Terminates

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

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

#### 9.5 If Buyer Terminates

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

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

#### 9.6 Seller's Resale

- (1) If the Seller terminates this contract and resells the Property, the Seller may recover from the Buyer as liquidated damages:
  - (a) any deficiency in price on a resale; and
  - (b) its expenses connected with any repossession, any failed attempt to resell, and the resale;

provided the resale settles within 2 years of termination of this contract.

(2) Any profit on a resale belongs to the Seller.

#### 9.7 Seller's Damages

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

#### 9.8 Buyer's Damages

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

#### 9.9 Interest on Late Payments

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

## **10.** COMMERCIAL TENANCIES

#### 10.1 Seller's Statement

- (1) Within a reasonable time after written request by the Buyer, the Seller must give the Buyer:
  - (a) a statement of Outgoings which cannot be discovered by search; and
  - (b) a notice under section 262A(4AH) of ITAA (if applicable to the Property).
- (2) The Seller must update the statement if the Seller becomes aware that it has become inaccurate in a material respect.
- (3) The Seller warrants that the statement and notice will be accurate at the Settlement Date.

#### 10.2 Commercial Tenancies and Service Agreements

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

#### 10.3 Commercial Tenancy Warranties

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

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

#### 10.4 Inaccuracies

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

#### 10.5 Commercial Tenancy Documents

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

#### 10.6 Dealings with Commercial Tenancies

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

#### 10.7 Service Agreements

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

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

#### 11. GOODS AND SERVICES TAX

#### 11.1 Definitions

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

#### 11.2 GST Table

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

#### 11.3 Taxable Supply

This clause 11 applies where the transaction is:

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

#### 11.4 Purchase Price Includes GST

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

#### 11.5 Purchase Price Does Not Include GST

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

#### 11.6 Margin Scheme

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

If this clause 11.6 applies:

- (1) the Purchase Price includes the Seller's liability for GST on the Supply of the Property. The Buyer is not obliged to pay any additional amount to the Seller on account of GST on the Supply of the Property.
- (2) the Seller:
  - must apply the Margin Scheme to the Supply of the Property; and
  - (b) warrants that the Margin Scheme is able to be applied;
- (3) if the Seller breaches clause 11.6(2)(a) or its warranty under clause 11.6(2)(b) then:
  - the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;

- (b) if the Buyer does not terminate this contract under clause 11.6(3)(a) or does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable for the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
- (c) the Buyer is entitled to compensation from the Seller if there is a breach of clause 11.6(2).

#### 11.7 If the Supply is a Going Concern

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

If this clause 11.7 applies:

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

#### 11.8 Adjustments

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

### 11.9 Tax Invoice

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

### 11.10 No Merger

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

## 11.11 Remedies

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

## 12. GENERAL

## 12.1 Agent

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

- 12.2 Foreign Buyer Approval
  - The Buyer warrants that either:
  - (1) the Buyer's purchase of the Property is not a notifiable action; or
  - (2) the Buyer has received a no objection notification,

under the Foreign Acquisitions and Takeovers Act 1975.

#### 12.3 Duty The Buyer must pay all duty on this contract.

- 12.4 Notices
  - (1) Notices under this contract must be in writing.
  - (2) Notices under this contract or notices required to be given by law may be given and received by the party's solicitor.
  - (3) Notices under this contract or required to be given by law may be given by:
    - (a) delivering or posting to the other party or its solicitor; or
    - (b) sending it to the facsimile number of the other party or its solicitor stated in the Reference Schedule (or another facsimile number notified by the recipient to the sender); or
    - (c) sending it to the email address of the other party or its solicitor stated in the Reference Schedule (or another email address notified by the recipient to the sender).
  - (4) Subject to clause 12.4(5), a notice given after this contract is entered into in accordance with clause 12.4(3) will be treated as given:
    - (a) 5 Business Days after posting;
    - (b) if sent by facsimile, at the time indicated on a clear transmission report; and
    - (c) if sent by email, at the time it is sent.
  - (5) Notices given by facsimile, by personal delivery or by email between 5pm on a Business Day (the "first Business Day") and 9am on the next Business Day (the "second Business Day") will be treated as given or delivered at 9am on the second Business Day.
  - (6) If two or more notices are treated as given at the same time under clause 12.4(5), they will be treated as given in the order in which they were sent or delivered.
  - (7) Notices or other written communications by a party's solicitor (for example, varying the Inspection Date, Finance Date or Settlement Date) will be treated as given with that party's authority.
  - (8) For the purposes of clause 12.4(3)(c) and clause 13.2 the notice or information may be contained within an email, as an attachment to an email or located in an electronic repository accessible by the recipient by clicking a link in an email.

#### 12.5 Business Days

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

#### 12.6 Rights After Settlement

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

#### 12.7 Further Acts

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

#### 12.8 Severance

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

#### 12.9 Interpretation

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

#### (2) Parties

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

#### (3) Statutes and Regulations

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

#### (4) Inconsistencies

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

(5) Headings

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

#### 12.10 Counterparts

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

### 13. Electronic Settlement

#### 13.1 Application of Clause

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

#### 13.2 Completion of Electronic Workspace

- (1) The parties must:
  - ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and

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

#### 13.3 Electronic Settlement

- (1) Clauses 5.1(2) and 5.2 do not apply.
- (2) Payment of the Balance Purchase Price electronically as directed by the Seller's Solicitor in the Financial Settlement Schedule satisfies the Buyer's obligation in clause 2.4(1).
- (3) The Seller and Buyer will be taken to have complied with:
  - (a) clause 2.4(3)(c),(e) and (f); and
  - (b) clause 2.4(5)(d) and (e),

(as applicable) if at settlement the Financial Settlement Schedule specifies payment of the relevant amount to the account nominated by the Commissioner of Taxation.

- (4) The Seller will be taken to have complied with clause 5.3(1)(b), (c), (d), and (e) if:
  - (a) in relation to documents which are suitable for Electronic Lodgement in the Land Registry at settlement, the documents are Digitally Signed within the Electronic Workspace; and
  - (b) in relation to any other document or thing, the Seller's Solicitor:
    - (i) confirms in writing prior to settlement that it holds all relevant documents which are not suitable for Electronic Lodgement and all Keys (if requested under clause 5.3(1)(d)) in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and
    - gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than the Business Day after settlement; and
    - (iii) if requested by the Buyer, provides copies of documents in the Seller's Solicitors possession.
- (5) A party is not in default to the extent it is prevented from complying with an obligation because the other party or

the other party's Financial Institution has not done something in the Electronic Workspace.

- (6) Any rights under the contract or at law to terminate the contract may not be exercised during the time the Electronic Workspace is locked for Electronic Settlement.
- (7) Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.

#### 13.4 Computer System Unavailable

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

#### 13.5 Withdrawal from Electronic Settlement

- Either party may elect not to proceed with an Electronic Settlement by giving written notice to the other party.
- (2) A notice under clause 13.5(1) may not be given later than 5 Business Days before the Settlement Date unless an Electronic Settlement cannot be effected because:
  - (a) the transaction is not a Qualifying Conveyancing Transaction; or
  - (b) a party's solicitor is unable to complete the transaction due to death, a loss of legal capacity or appointment of a receiver or administrator (or similar) to their legal practice or suspension of their access to the ELNO System; or
  - (c) the Buyer's or Seller's Financial Institution is unable to use the relevant ELNO System to effect Electronic Settlement.
- (3) If clause 13.5(2) applies:
  - the party giving the notice must provide satisfactory evidence of the reason for the withdrawal; and
  - (b) the Settlement Date will be extended to the date 5 Business Days after the Settlement Date.

#### 13.6 Costs

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

#### 13.7 Definitions for clause 13

In clause 13:

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

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

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

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

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

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

"ELNO" has the meaning in the ECNL.

"ELNO System" means a system provided by the ELNO for facilitating Financial Settlement and Electronic Lodgement. "Financial Settlement" means the exchange of value between Financial Institutions facilitated by an ELNO System in

accordance with the Financial Settlement Schedule.

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

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

## 14. ELECTRONIC CONTRACT AND DISCLOSURE

#### 14.1 Electronic Signing

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

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

#### 14.2 Pre-contract Disclosure

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

# Raine&Horne. Commercial

5 March 2021

Darren Lee Ryan & Bruce Gregory Hume 7/20 Fortune Street GEEBUNG Q 4034

## RE: Sale Appraisal - 7/20 Fortune Street, Geebung

Dear Darren & Bruce,

Thank you for the opportunity of providing our opinion as to a realistic sale appraisal for the property at the abovementioned address.

Real Property Description:	L7 BUP104590
Area:	201sqm (approx.) (including Mezzanine)
Zoning:	Industry

As per the information available the facility is 201sqm (approx.) internally. Based on recent, immediate area transactions and our extensive knowledge of the local market we believe that the achievable sale price would be in the range of \$2,550/sqm - \$2,650/sqm + GST equating in a sale price in the range of \$512,000- \$532,650 + GST.

Address	Date	Sale price	Sqm	\$/sqm	Comments
1/10 Prosperity Place, Geebung	09/2020	\$390,000	160 sqm	\$2,437/sqm	Smaller size property in similar location.
4/344 Bilsen Road, Geebung	09/2020	\$390,000	136 sqm	\$2,867sqm	Smaller size property, similar location with newer construction
12/129 Robinson Road, Geebung	03/2021	\$460,000	195 sqm	\$2,358/sqm	Similar size property building with less quality construction.

The above comments are based on our considerable experience as commercial real estate agents and is an opinion only that is not to be used for any other purpose other than the private advice of the Addressee. We accept no responsibility whatsoever for any errors or omissions contained herein.

Should you wish us to prepare a marketing submission for the sale of this property please do not hesitate to ask.

Kind Regards, Raine & Horne Commercial Brisbane North

Trent Bruce Managing Director Licence 3047254 0423 591 528 tbruce@rhcommercial.com

## Raine & Horne Commercial Brisbane North

337 Gympie Road, Kedron Q 4031 | PO Box 166, Kedron Q 4031 T: 07 3352 8900 F: 07 3352 8999 E: info@rhcommercial.com W: www.rhcommercial.com THIS BUSINESS IS INDEPENDENTLY OWNED AND OPERATED BY THE PROPRIETOR TONEONE PTY LTD ABN 46 088 014 199 & TONETWO PTY LTD ABN 99 125 932 578

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3. 4.	Transferor DARREN LEE F Consideration \$520,000.00	RYAN & BRUCE GRE	GORY HUME			
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Witnessing Officer (signature, full name & qualification)	Execution Date <b>*Transferee's or <del>Soligitor's</del> Signature</b>
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Nicole Cosquere JP(Qua)#124045	03/03/2021 Directo.
Witnessing Officer (signature, full name & qualification)	Execution Date *Transferee's <del>or Solicitor's</del> Signature
(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)	*Note: A Solicitor is required to print full name if signing on behalf of the Transferee and no witness is required in this instance

QUE	ENSLAND TITLES REGISTRY PROPERTY I	INFORMATION	(TRANS	SFER)	FOR	<b>M 24</b> Version 8
	(This form must accompany Titles Regis ign Ownership of Land Register Act 1988, Duties Act 2001, Land Valu Act 2002, Fire and Emergency Services Act 1990, South-East Queens	ation Act 2010, Land Tax .	Act 2010, Local	Government Act 2009, Wa	ater Act 2000	
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	er to guide for completion for further information and d ut the purpose of the collection of information.	etails				
<b>1.</b> (a) RYA	<b>Transferee</b> Given names & surname or Company & ACN/ABN AN & HUME BARE PTY LTD A.C.N. 167 285 627	(dd/mm/yyyy)	after	lential or business possession Fortune Street Ge		e 4034
(d)	Contact details after possession (i) Phone number - 0418 750 750 (ii) Postal address (include only <u>one</u> address even (iii) Email address – bruce.hume73@gmail.com		- As above	[X] <u>OR</u> complete	e addres:	s below
(e)	Name of trust - N/A [ ] <u>OR</u> complete - Fortune	e Street LRBA Trus	st			
def	Is transferee a foreign person / corporation? te: The definition of a foreign person or corporation is ined in the <i>Foreign Ownership of Land Register Act 1988.</i> fer to guide for completion for more information.	N/A [ ] (N/A if only for a Water Allocation)	<b>NO</b> [X]	YES [ ] ≻ Attach (Foreig		Form 25 hip Information)
(g)	Does transferee ordinarily reside in Australia?	N/A [ ] (N/A if only for a Water Allocation)	NO [ ]	<b>YES</b> [ X ]		
2.	Transaction					
(a)	Date of possession (dd/mm/yyyy) – / /	or ownershi	•	s the actual date the tra erty. Usually, this is the n parties.		-
(b)	Date of settlement (dd/mm/yyyy) - / /	The date of the date of		ust be completed even	where it is	the same as

**PROPERTY INFORMATION (TRANSFER)** 

FORM 24 Version 8

50

This form is comprised of two Parts -Part A - Transferee to complete · Part B - Transferor to complete BOTH parts must be submitted with the Form 1 Transfer.

Information from this form is collected and used under the authority of legislation stated at the top of this form. It is provided to Qld Government departments, local authorities and water distribution entities. Some information may be included in publicly searchable records maintained by those agencies. Information from the Valuation & Sales database may be provided to data brokers who may sell it as part of an information package.

	• 6.8		
•	ENSLAND TITLES REGISTRY	PROPERTY INFORM	ATION (TRANSFER) FORM 24 Version 8
	(This form must acco	ompany <mark>Titles Registry Form 1</mark>	<ul> <li>Transfer when lodged in the Titles Registry)</li> </ul>
_PA	RT B – Transferor to co	omplete	Title reference [ 50133299 ] Page 2 of 2
Г	lectronic version – for completion	before printing one-sided only.	Mark appropriate [ ] with 'X'
W	/here insufficient space in an item	n, use Form 20 (Enlarged Panel).	Refer to guide for completion for further information and details about the purpose of the collection of information.
3.		or business address after	settlement
	Unit 7, 20 Fortune Street, Ge	eebung QLD 4034	
4.	• •	price must include GST if applicab	-
(a) Cas	Property excluding water allo		(b) Water allocation - <b>N/A</b> [X] <u>OR</u> complete below
	dor terms	\$520,000.00 \$	Cash \$ Vendor terms \$
Ass	umption of liabilities	\$	Assumption of liabilities \$
Oth	er (specify above)	\$	پ Other (specify above)
		<b>\$</b> 520,000.00	Total \$
5.	Property details		
(a)	Land / Water allocation desc	ription (b) Property address	(leave blank for water allocations)
Lot	Plan type & no.	Street no. Street name	
7	BUP104590	7/20 Fortune St	reet Geebung 4034
(c)	Property transferred includes:	(d) Current land use:	(e) Water allocation - <b>N/A</b> [X] <u>OR</u> complete below
	nt & machinery []	Vacant land	[]
Live	estock []	Dwelling	(i) Is water allocation unsupplemented? NO [] YES [] > complete (ii) below
Cro Exis	ps [] sting right []	Multi-unit Flats	
Mo	vable chattels [ ]	Guest house / Private hotel	(ii) Reference number of the water allocation dealing certificate - unsupplemented
	ter licence [ ] rim water allocation [ ]	Farming Industrial	
Oth	· · · · ·	Commercial	
		Other:	i i
(f)	Safety switch		
	<ul><li>(i) Is an electrical safety sv</li><li>(ii) Has transferee been inf</li></ul>	witch installed? formed in writing about its exis	N/A [ X ] NO [ ] YES [ ] tence? N/A [ X ] NO [ ] YES [ ]
(a)	Smoke alarm		
(g)	(i) Is a compliant smoke al	arm/s installed?	N/A [ X ] NO [ ] YES [ ]
		ormed in writing about its exis	
6.	Transaction information		
(a)	Is there an agreement in writ	ting for the transfer of dutiable	property? NO [ ] YES [ X ] ≻ If Yes, complete (b) below
(b)	If Yes, provide the date of th	e written agreement (dd/mm/yyy	y) - / / (leave blank if No above)
(c)	Were any transferees related	d to or associated with any tra	sferors
	at the date of the dutiable tra	ansaction?	<b>NO</b> [ ] <b>YES</b> $[X] \ge$ If Yes, complete (d) below
(d)	-		and supply evidence of value to Office of State Revenue -
<i>.</i>			trustee> See guide for completion
(e)	Is the consideration less tha of the property included in th		NO [X] YES [] ≻ See guide for completion
(f)	Is this transaction part of an	arrangement that includes oth	er
	dutiable transactions?	potion 2 December 1 1	<b>NO</b> $\begin{bmatrix} X \end{bmatrix}$ <b>YES</b> $\begin{bmatrix} 1 \end{bmatrix}$ > See guide for completion
(g) (b)		Saction? See guide for completion	<b>NO</b> $[X]$ <b>YES</b> $[] >$ If Yes, complete (h) below ame 2 <b>NO</b> $[]$ <b>YES</b> $[]$
(h) (i)	Is any transferor a non-Aust	isaction under the margin sche ralian entity?	eme? NO [ ] YES [ ] NO [ X ] YES [ ] ≻ See guide for completion
(I)	is any nansieror a non-Aust	ranari entity (	

## **Julie Fuller**

From:	Mahoney Smith <msmith@rouselawyers.com.au></msmith@rouselawyers.com.au>
Sent:	11 May 2021 4:54 PM
То:	Julie Fuller
Cc:	Victoria Foley
Subject:	RE: Ryan & Hume / settlement figures
Attachments:	10969_ Transfer of Unit 7_20 Fortune Street, Geebung (Property).pdf

Hi Julie,

BOQ had available funds of \$512,879.28 for settlement.

Amount paid at settlement from BOQ funds was as follows:

Payable to	Amount
Bank of Queensland Limited	\$350.00
(payout amount)	
Darren and Lucy Ryan	\$256,264.64
Bruce Hume	\$256,264.64

Any balance amount I assume was taken as bank fees and registration fees. Registration fees should have been:

Transfer:	\$1,435.00	•
Release of Mortgage:	\$195.00	$\checkmark$
New Mortgage:	\$195.00	•

Other amounts paid in the transaction:

Transfer Duty	\$16,625.00
---------------	-------------

Rouse Fees (Total) \$8,237.49

Balance in Trust \$1,842.00 (to be refunded)

Does this assist?

Can you please advise where you would ike me to return the trust funds. We can EFT or send a cheque.

I am out of the office tomorrow but available for a call on Thursday.

Kind regards

Mahoney Smith Special Counsel T +61 7 3648 9900 E msmith@rouselawyers.com.au

Rouse Lawyers, Brisbane Level 2, 22 Wandoo Street, Fortitude Valley QLD 4006 Locked Bag 22, Fortitude Valley 4006 www.rouselawyers.com.au



## **Julie Fuller**

From: Sent: To: Cc: Subject: Victoria Foley <vfoley@rouselawyers.com.au> 28 April 2021 3:31 PM Julie Fuller Mahoney Smith RE: Hume & Ryan sale to Ryan & Hume Pty Ltd ACN 165 692 151 as trustee [TGLAW-Legal.FID3392899]

Hi Julie,

I confirm that settlement has been effected today as at 3:15pm.

Kind regards

Victoria Foley Paralegal T +61 7 3648 9900 E <u>vfoley@rouselawyers.com.au</u>

Rouse Lawyers, Brisbane Level 2, 22 Wandoo Street, Fortitude Valley QLD 4006 Locked Bag 22, Fortitude Valley 4006 www.rouselawyers.com.au



WARNING: Please DO NOT act on any communication from the writer that asks you to transfer or deposit money without

first telephoning Rouse Lawyers to confirm the authenticity of the request for money and the account details provided.



Liability limited by a scheme approved under Professional Standards Legislation

From: Julie Fuller
Sent: Wednesday, 28 April 2021 1:11 PM
To: Victoria Foley
Subject: RE: Hume & Ryan sale to Ryan & Hume Pty Ltd ACN 165 692 151 as trustee [TGLAW-Legal.FID3392899]

Thanks for the update Victoria.

Julie Fuller CLIENT MANAGER

## Ryan & Hume Super Fund General Ledger

## As at 30 June 2021

Transaction Date	Description	Units	Debit	Credit	Balance \$
operty Incom	<u>e (28000)</u>				
<u>Unit 110, 53 E</u>	ndeavour Boulevard, North Lakes (Valued 05/11/2018)	<u>(RYAN0001)</u>			
07/07/2020	TFR FROM 022135579			1,000.00	1,000.00 CR
10/07/2020	TFR FROM 022198661			52,000.00	53,000.00 CR
14/07/2020	TFR FROM 022135579			1,000.00	54,000.00 CR
21/07/2020	TFR FROM 022135579			1,000.00	55,000.00 CR
30/09/2020	BO: To reallocate \$3,000.00 as rent paid in advance		3,000.00		52,000.00 CR
30/06/2021	To record rent amounts			5,181.82	57,181.82 CR
30/06/2021	To transfer rent in advance		5,181.82		52,000.00 CR
			8,181.82	60,181.82	52,000.00 CR

Total Debits:	8,181.82

Total Credits: 60,181.82

## Goldriver Jewellers North Lakes Pty Ltd 53 Endeavour Blvd North Lakes QLD 4509

## General Ledger [Detail]

July 2020 To June 2021

ABN: 34 167 994 836 Email: admin@goldriver.com.au

ID No.	Src	Date	Memo	Debit	Credit Job No.	Net Activity	Ending Balance
6-2075 Beginning l	Balance	Rent e: \$0.00					
EFT	CD	07/07/2020	DM TFR TO ACCOUNT 02	\$1,000.00			\$1,000.00
EFT	CD	10/07/2020	DM TFR TO ACCOUNT 02	\$52,000.00	rent in advance		\$53,000.00
EFT	CD	14/07/2020	DM TFR TO ACCOUNT 02	\$1,000.00			\$54,000.00
EFT	CD	21/07/2020	DM TFR TO ACCOUNT 02	\$1,000.00			\$55,000.00
HA	GJ	28/04/2021	To take rent to being 12m	\$5,181.82			\$60,181.82
			Total :	\$60,181.82	\$0.00	\$60,181.82	\$60,181.82
			Grand Total :	\$60,181.82	\$0.00		

QUEENSLAND TITLES REGISTRY

Land Title Act 1994, Land Act 1994 and Water Act 2000

LEASE/SUB LEASE

**Dealing Number** 



Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

Lodger (Name, address, E-mail & phone number) Lodger 1. Lessor Code RYAN & HUME BARE PTY LTD ACN 165 592 151 Lot on Plan Description **Title Reference** 2. LOT 110 ON SP 258327 STANLEY 50936110 MORETON BAY 3 Surname/Company name and number (include tenancy if more than one) Lessee Given names **GOLD RIVER JEWELLERS NORTH** LAKES PTY LTD 4 Interest being leased FEE SIMPLE 5. Description of premises being leased The whole of the lane Term of lease 6. 7. Rental/Consideration Commencement date/event: 20 / 02 / 2017 \$52,000.00 per annum exclusive of Expiry date: 20 / 02 / 2020 and/or Event: GST plus all outgoings. \*Options: 2 x 3 years #Insert nil if no option or insert option period (eg 3 years or 2 x 3 years) 8. Grant/Execution The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in:- \*the attached schedule; \*the attached schedule and document no. \* document no. ; \*Option in registered Lease no. has not been exercised. \* delete if not applicable Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994 RYAN HANNE BARE PTY LTD ACN 165592 151 .....signature PIRECTOR .....full name 01 10312018 .....qualification DIREC Lessor's Signature Witnessing Officer **Execution Date** (Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec) 9. Acceptance The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease, NORTH LAKES GAD RNER SEWELERS .....signature PTY LTD DIRECTOR .....full name .....qualification 01 1 031 2018 ECTOR Lessee's Signature Witnessing Officer **Execution Date** (Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

## Ryan & Hume Super Fund General Ledger

## As at 30 June 2021

Transaction Date	Description	Units	Debit	Credit	Balance \$
Property Incom	ne (28000)				
Fortune St, G	<u>eebung (IP-1 - New Com)</u>				
30/06/2021	To record rent amounts			6,582.44	6,582.44 CR
30/06/2021	To record rent amounts			37,800.00	44,382.44 CR
30/06/2021	To transfer rent in advance		37,800.00		6,582.44 CR
			37,800.00	44,382.44	6,582.44 CR

Total Debits:	37,800.00
Total Credits:	44,382.44

## General Ledger [Detail]

July 2020 To June 2021

Goldriver Jewellers Pty Ltd 7/20 Fortune Street

7/20 Fortune Street Geebung QLD 4034

ABN: 30 069 491 005 Email: grj@goldriver.com.au

ID No.	Src	Date	Memo	Debit	Credit Job No.	Net Activity	Ending Balance
6-1227 Beginning Bal	ance:	Rent \$0.00			previous owner rent		
EFT	CD	10/07/2020	DM PAY ANYONE TO Brue	\$18,900.00			\$18,900.00
EFT	CD	10/07/2020	DM PAY ANYONE TO Dar	\$18,900.00	previous owner rent		\$37,800.00
HA	GJ	28/04/2021	To record transactions on 👝	\$6,582.44			\$44,382.44
HA	GJ	28/04/2021	To record transactions of	\$37,800.00	•		\$82,182.44
HA	GJ	28/04/2021	To record settlement adj		\$6,610.68 previous o	whertent	\$75,571.76
			Total :	\$82,182.44	\$6,610.68	\$75,571.76	\$75,571.76
			Grand Total :	\$82,182.44	\$6,610.68		

Rent per Commercial Tenancy Agreement

\$37,800 + GST commencing on 28/04/2021 3,150.00 per month excl GST

April	310.68	inc GST	3 days
May	3,465.00	inc GST	
June	3,465.00	inc GST	
	7,240.68	_	

12mths 41,580.00 inc GST

Rent paid to Darren & Bruce		
July to March - 9 mths at \$3,150 per month	28,350.00	
01/04/2021 to 27/04/2021 - 27 days	2,839.32	
To include as expense in GR & income DR/BH	31,189.32	Included in Bruce & Darren ITR
Rent paid to SF		
April, May & June per above (net of GST)	6,582.44	per P&L of SF
12 months paid in advance	37,800.00	included as Rent in Advance on B/S
	44,382.44	
Claim of rent in GR	75,571.76	



## REIQ RELESTATE INSTITUTE

## **Commercial Tenancy Agreement**

Fourth Edition

This Tenancy Agreement is made between the Lessor and the Tenant. The Lessor leases to, and the Tenant accepts a lease of, the Premises for the rent payable by the Tenant, subject to the terms of this Agreement.

THIS AGREEMENT COMPRISES THE REFERENCE SCHEDULE AND COMMERCIAL TENANCY AGREEMENT CONDITIONS.

#### DO NOT USE THIS DOCUMENT:

- FOR RESIDENTIAL TENANCIES.
- FOR PREMISES COVERED BY THE RETAIL SHOP LEASES ACT 1994 (Qld).
- WHERE THE TERM OF THE LEASE (INCLUDING OPTIONS) EXCEEDS THREE (3) YEARS.
- WHERE REGISTRATION UNDER THE LAND TITLE ACT 1994 (Qld) IS REQUESTED BY THE TENANT.
- WHERE A HIGH VALUE LEASE IS TO BE ENTERED INTO AS YOU MAY NOT OBTAIN THE PROTECTION OF A LEASE PREPARED BY A SOLICITOR.

#### INSTRUCTIONS TO COMPLETE

- 1. The parties should be advised to seek legal advice about the Tenancy Agreement. Reference should be made to Sections 24(3A) to (7) of the *Legal Profession Act 2007* (Qld) when preparing and completing this Agreement.
- 2. This Agreement provides for rent to be reviewed by either an index review or by fixed increases. It is not suitable for use where rent is to be reviewed to market except if the Agreement provides for an option (refer clause 15.1).
- 3. Only certain outgoings are recoverable in all circumstances (see the definition of 'outgoings' in clause 1.2). Additional outgoings may be recovered by ticking the boxes at item 10(b).
- 4. Ensure that all items are completed in the Reference Schedule.
  - Item 1: Full name/s of the owner/s of the property and their address. If the Lessor is a company, include ABN. DO NOT use a business name.
  - Item 2: Full name/s of the Tenant. If the Tenant is a company, include its ABN. DO NOT use a business name.
  - Item 4: The Premises must be clearly identified e.g. "Suite 3, 45 John Street, Spring Hill" etc. If not able to be identified by name, a sketch plan must be attached to the Agreement and the address must be included at Item 4.
  - Item 6: Insert the period of the further Tenancy, e.g. "6 months" or "1 year" or "not applicable". The total term of the lease including any options is not to exceed three years. Plus insert the notice period to exercise the option.
  - Item 8: Insert the date/s on which the rent is to be reviewed and the method of the rent review or "not applicable".
  - Item 9: The Permitted Use should be stated clearly.
  - Item 10(a): Insert the percentage of outgoings the Tenant is to pay, e.g. "25%" or "100%" or "Not applicable".

Item 10(b): Tick any additional outgoings the Tenant is to pay.

INITIALS

## REFERENCE SCHEDULE

## 1. LESSOR:

· ·

	NAME: RYAN	N & HUME E	BARE PTY LTE	OATF FOR	TUNE STREET L	RBA TRUST				
								ABN: ACN:	167 285 627	
	ADDRESS:	С/- РО ВОХ	X 504					AON.	107 203 027	
	SUBURB:	NORTH LA	KES				STATE:	QLD	POSTCODE:	4509
	PHONE:		IOBILE: 418 758 750		FAX:	EMAIL:				
<b>2.</b> 1	TENANT:									
	NAME: GOLE	DRIVER JEV	VELLERS PTY	' LTD					1	
								ABN:	30 069 491 00	5
		C/- PO BO	( 504					ACN:	069 491 005	
	ADDRESS:									
	SUBURB:	NORTH LA	KEG				STATE:	QLD	POSTCODE:	4509
	PHONE:	M	OBILE: 418 750 206		<b>FAX:</b>	EMAIL:	STATE.			4000
3. (	GUARANTOR:					<b>I</b>	· · ·			
	NAME: Not ap	plicable							Lange an	
	N/A							ABN:		
								ACN:		
	ADDRESS:									
	SUBURB:						STATE:		POSTCODE:	
	PHONE:	<u></u>	OBILE:	,	FAX:	EMAIL:		L (1 (2) (2) (2) (2)	-	<u>i an a' Drive</u>
			1.5.1 1.1.1							
4. F	PREMISES:				🗆 Annex a plan	if available				
na de Mara de M	LEVEL OR	1			and a second second					
	TENANCY NO									
	ADDRESS:	7/20 FOR	TUNE STREET			······				
					<u> </u>			1		
	SUBURB:	GEEBUNG	3		ta		STATE:	QLD	POSTCODE:	4034
	Description:	Lot: 7		RP/SP	9: BUP 104590					
<b>5.</b> T	FÈRM:									
	The Term of	the Agreem	ent is: 2				_ 🗆 Mor	nths	Years	
	Commencing	1 on:   28/	/04/2021			and ending on:	27/04/	/2023		
	Commentally	,	TE (dd/mm/yyyy)	:				id/mm/yyyy):		
			A NIX) -					h = salal f		
ο. Ο	OPTION OF RE	INEVVAL (IF	ANT):		NOTE: The term of	the lease (including	y options) s	noula not exceed	i inree (3) years.	
	Period of fu	rther term:	1 YEA	٦						
	Final date fo	or exercise o	of option:		21/04/2023					
					DATE (dd/mm/y	ууу)				
7. F	RENT:									
1997 - 19 <b>9</b> - 1997 - 1										
	a 007 000	).00 + GST			per: month	i 🗆 yea	ır 🛛	Select app	icable box	
	\$ \$37,800	1.00 + 0.01								
n nitu en Particitat	\$ \$37,000	n)(	na kokun en are.	u noon 1993 a.	interio di stratta	an an tar in sharts.	s sa sara			

#### 8. RENT REVIEW:

Refer to clause 3.3

Note: Failure to review on these dates does not waive the Lessor's right to review

Review Date	Type of Review
ANNUALLY	⊠ Index review
	□ Fixed increase – amount of increase: %

## 9. PERMITTED USE:

Warehouse, shed and Office

#### 10.OUTGOINGS:

Refer to clause 1.2(9)

## 10(a) Percentage of Outgoings:

100% of Outgoings attributable to Lot 7

## 10(b) Additional Outgoings including the costs of (tick if applicable):

Managing and operating the Building	
Repair and maintenance of the Building	$\boxtimes$
Gardening and Landscaping	
Provision and servicing of Air-conditioning to the Building	$\boxtimes$
Cleaning the Building	$\boxtimes$
Pest Control	$\boxtimes$
Security services	$\boxtimes$
Provision and servicing of Fire Detection and extinguishing equipment	$\boxtimes$
Provision and servicing of lifts and escalators	
Common Area Electricity	$\boxtimes$
Trade waste	$\boxtimes$
Other (insert details):	

11.DEPOSIT:

\$ Not applicable

### 12.LESSOR'S AGENT:

NAME: Not ap	pplicable					
ADDRESS:					 	
SUBURB:				STATE:	POSTCODE:	
PHONE:	MOBILE:	FAX:	EMAIL:		 	<b></b>
ABN:	1	CN:		NUMBER:		

Mh Dr INITIALS EF024 07/17

#### SPECIAL CONDITIONS

The parties should seek legal advice about any special conditions required. Please note sections 24(3A) to (7) of the *Legal Profession Act 2007* (Qld) when preparing and completing this Agreement.

Not applicable

INITIALS THE DE EF024 07/17

AGREEMENT MA		
DATE:	28/04/2021	EXECUTED as an Agreement.
(dd/mm/yyyy):		
	I ESSOR	
EXECUTION BY	LESSOR	
LESSOR 1		· · · · · · · · · · · · · · · · · · ·
Executed by:	RYAN & HUME BARE PTY LTD A.C.N. 167 28	
	in accordance with Section 127 of the Corporations A	cr 2007 (Cth)
Director/Secretary	Aller Aller	Director
	DARREN LEE RYAN	BRUCE GREGORY HUME
	Name of Director/Secretary (BLOCK LETTERS)	Name of Director (BLOCK LETTERS)
OR (only complete th	nis part if signing as attorney for the Lessor)	
		the duly constituted attorney of the LESSOR (who states s/he ha
SIGNED-by:	() () () () () () () () () () () () () (	received no notice of revocation) under power of attorney dated
	के के रहे है जिस्हो	registered no in the presence of:
OR	Signature of Witness	Name of Witness (BLOCK LETTERS)
SIGNED by:		AS LESSOR in the presence of:
elone by:		
	Signature of Witness	Name of Witness (BLOCK LETTERS)
ADDRESS OF-WI	TNESS:	
ទ	UBURB:	STATE: POSTCODE:
LESSOR 2		
Executed by:		
	in accordance with Section 127 of the Corporations-Act 2	2001 (Cth)
		920° *** (3
	승규는 승규는 것을 수 있는 것을 수 있다. 않는 것을 수 있는 것을 수 있다. 것을 것 같이 없는 것을 수 있는 것을 수 있다. 것을 것 같이 않았다. 것 같이 않았다. 것 같이 않았다. 것 않았다. 것 같이 않았다. 것 않았다. 않았다. 않았다. 것 않았다. 않았다. 않았다. 것 않았다. 것 않았다. 않았다. 것 같이 않았다. 않았다. 것 않았다. 것 않았다. 것 않았다. 것 않았다. 않았다. 않았다. 것 않았다. 않았다. 않았다. 않았다. 않았다. 않았다. 않았다. 않았다.	
Director/Secretary		Director
Director/Secretary		
Director/Secretary	Name of Director/Secretary (BLOCK-LETTERS)	Director
	Name of Director/Secretary (BLOCK-LETTERS)	
		Name of Director (BLOCK LETTERS)
OR (only complete th	Name of Director/Secretary (BLOCK-LETTERS)	Name of Director (BLOCK LETTERS)
	Name of Director/Secretary (BLOCK-LETTERS)	Name of Director (BLOCK LETTERS)      the duly constituted attorney of the LESSOR (who states s/he ha     received no notice of revocation) under power of attorney     dated
OR (only complete th	Name of Director/Secretary (BLOCK-LETTERS)	Name of Director (BLOCK LETTERS) the duly constituted attorney of the LESSOR (who states c/he ha received no notice of revocation)-under power of attorney
OR (only complete th	Name of Director/Secretary (BLOCK-LETTERS)	Name of Director (BLOCK LETTERS)      the duly constituted attorney of the LESSOR (who states s/he ha     received no notice of revocation)-under power of attorney     dated
OR (only complete th	Name of Director/Secretary (BLOCK-LETTERS)	Name of Director (BLOCK LETTERS)      the duly constituted attorney of the LESSOR (who states s/he ha     received no notice of revocation) under power of attorney     dated
OR (only complete th	Name of Director/Secretary (BLOCK-LETTERS)	
OR (only complete t SIGNED-by: OR	Name of Director/Secretary (BLOCK-LETTERS)	
OR (only complete the SIGNED by:	Name of Director/Secretary (BLOCK-LETTERS)	Name of Director (BLOCK LETTERS)      the duly constituted attorney of the LESSOR (who states s/he ha     received no notice of revocation) under power of attorney     dated     registered no     registered no     nome of Witness (BLOCK LETTERS)
OR (only complete the SIGNED by: OR SIGNED by:	Name of Director/Secretary (BLOCK-LETTERS) nis part if signing as attorney for the Lessor)	Name of Director (BLOCK LETTERS)      the duly constituted attorney of the LESSOR (who states s/he ha     received no notice of revocation) under power of attorney     dated     registered no     registered no     Name of Witness (BLOCK LETTERS)      AS LESSOR in the presence of:
OR (only complete the SIGNED-by: OR SIGNED by:	Name of Director/Secretary (BLOCK-LETTERS)	Name of Director (BLOCK LETTERS)      the duly constituted attorney of the LESSOR (who states s/he had     received no notice of revocation) under power of attorney     dated
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## EXECUTION BY TENANT

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2007 - 124 		has received no notice of revocation) under power of atte
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EXECUTION E SIGNED by	BY THE GUARANTOR	AS GUARANTOR in the presence of:
	Name of Guarantor (BLOCK LETTERS)	
	Signature of Witness	Name of Witness (BLOCK LETTERS)
ADDRESS-OF-1	WITNESS:	
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## COMMERCIAL TENANCY AGREEMENT CONDITIONS

#### **IT IS AGREED**

1. DEFINITIONS AND INTERPRETATION

#### 1.1 Terms in Reference Schedule Where a term used in this Agreement appears in bold type in the Reference Schedule, that term has the

- meaning shown opposite it in the Reference Schedule. **1.2 Definitions** 
  - Unless the context otherwise requires:
    - "Agreement" means this document, including any Schedule or Annexure to it;
    - (2) "Building" means the building of which the Premises forms part;
    - (3) "Business Day" means a day that is not a Saturday, Sunday or any other day which is a Public Holiday or a Bank Holiday in the place where an act is to be performed or a payment is to be made;
    - (4) "Claim" includes any claim or legal action and all costs and expenses incurred in connection with it;
    - (5) "Default Interest Rate" means the Standard Default Contract Rate applying at the due date published by the Queensland Law Society Inc.;
    - "GST" means a goods and services tax or similar value added tax;
    - (7) "Land" means the Land on which the Premises are situated;
    - (8) "Lessor's Property" means any property owned by the Lessor in the Premises or on the Land and includes the property identified in any inventory annexed to this Agreement;
    - (9) "Outgoings" means the following charges levied or expenses payable in respect of the Premises, the Land or the Building (as the case requires):
      - Rates and charges that a local government imposes and levies collected by a local government on behalf of the State of Queensland;
      - (b) Insurance premiums (including building, fire, loss of rent, plate glass and public liability) payable by the Lessor;
      - (c) Land tax;
      - Body Corporate fees and levies (including but not limited to Administrative Fund levies and Sinking Fund levies); and
      - (e) the additional outgoings referred to in Item 10(b) of the Reference Schedule;
    - (10) "Premises" means the premises described in Item 4 of the Reference Schedule and includes the Lessor's Property in the Premises;
    - (11) "REIQ" means The Real Estate Institute of Queensland Ltd;
    - (12) **"Tenancy**" means the tenancy between the Lessor and the Tenant created by this Agreement;
    - (13) "Tenant's Employees" means each of the Tenant's employees, contractors, agents, customers, subtenants, licensees or others (with or without invitation) who may be on the Premises, the Building or the Land;
    - (14) "Tenant's Property" includes all fixtures and other articles in the Premises which are not the Lessor's;
    - (15) **"Tenant's Services"** means all utilities and services in or provided to the Premises and without limiting the generality of the foregoing shall include provision of electricity, gas, water, waste disposal, sewerage, telephone and data services; and

(16) "Term" means either a periodic monthly tenancy or the period of months or years described in Item 5 of the Reference Schedule, as applicable, commencing on the date in Item 5 in the Reference Schedule.

#### 1.3 Interpretation

#### (1) Reference to:

- (a) one gender includes each other gender;
- (b) the singular includes the plural and the plural includes the singular;
- (c) a person includes a body corporate;
- a party includes the party's executors, administrators, successors and permitted assigns; and
- (e) a statute, regulation or provision of a statute or regulation ("Statutory Provision") includes:
  - (i) that Statutory Provision as amended or re-enacted from time to time; and
  - (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision.
- (2) All monetary amounts are in Australian dollars, unless otherwise stated.
- (3) If a party consists of more than one person, this Agreement binds them jointly and each of them severally.
- (4) Headings are for convenience only and do not form part of this Agreement or affect its interpretation.
- (5) A party which is a trustee is bound both personally and in its capacity as a trustee.
- (6) "Including" and similar expressions are not words of limitation.
- (7) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (8) If an act must be done on a specified day which is not a Business Day, the act must be done instead on the next Business Day.
- (9) Where this Tenancy permits or requires the Lessor to do something, it may be done by a person authorised by the Lessor.
- (10) Sections 105 and 107 of the *Property Law Act 1974* (Qld) do not apply to this Tenancy.

#### 2. TERM AND HOLDING OVER

#### 2.1 Term

The Lessor lets the Premises to the Tenant and the Tenant accepts the Premises as tenant for the Term.

2.2 The Tenant may exercise an option to renew this Agreement for the further term if clause 15 applies.

## 2.3 Monthly Tenancy

- If the Tenant continues to occupy the Premises after the Term with the Lessor's consent then:
- (1) the Tenant does so as a monthly Tenant on the same basis as at the last day of the Term; and
- (2) either party may terminate the monthly tenancy by giving to the other one (1) months' notice expiring on any day.

#### 3. RENT AND RENT REVIEWS

### 3.1 Rent

- The Tenant must:
  - pay the Rent by equal monthly instalments in advance on the first day of each month;
  - (2) pay the first instalment on the signing of this Agreement;

INITIALS

- (3) if necessary, pay the first and last instalments apportioned on a daily basis; and
- (4) pay all instalments as the Lessor directs.

#### 3.2 Definitions

In clause 3.3:

- (1) "Index Number" means the Consumer Price Index (All Groups) for Brisbane published by the Australian Bureau of Statistics. If that index no longer exists, "Index Number" means an index that the Chief Executive Officer of the REIQ decides best reflects changes in the cost of living in Brisbane; and
- (2) "Review Date" means a date which is stated in Item 8 of the Reference Schedule as a date from which the rent is to be reviewed.

#### 3.3 Rent Review

(1) Application

This clause 3.3 applies if there is a Review Date.

(2) Review

The Rent must be reviewed as from each Review Date to an amount represented by: If an Index Review, then A where:

- $A = \frac{B \times D}{C}$
- Where B = the Index Number for the quarter ending immediately before the relevant Review Date;
- Where C = the index number for the quarter one (1) year before the quarter in B: and Where D = the Rent payable immediately before
- the Review Date.

Or if a Fixed Increase, then A where:

- $A=B+B \times C$
- Where B = the Rent payable immediately before the Review Date
- Where C = the percentage stated in Item 8 of the Reference Schedule.
- (3) Time is not of the essence in respect of the review of Rent.

#### 4. OUTGOINGS

- (1) The Tenant must pay the Lessor the whole, or where a percentage is stated in Item 10(a) of the Reference Schedule, that percentage, of the Outgoings.
- (2) Outgoings are payable to the Lessor within fourteen (14) days of production to the Tenant of a copy of the Lessor's assessment notice or account.

#### 5. USE OF THE PREMISES

5.1 Permitted Use

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

#### 5.2 Restrictions on use

The Tenant must not:

- (1) disturb the occupants of adjacent premises;
- (2) display any signs without the Lessor's written consent which must not be unreasonably withheld:
- (3) overload any Tenant's Services;
- (4) damage the Lessor's Property;

- (5) alter the Premises, install any partitions or equipment or do any building work without the Lessor's prior written consent;
- do anything that may invalidate the Lessor's insurance or increase the Lessor's premiums; or
- (7) do anything unlawful or illegal on the Premises.5.3 Tenant's Services
  - The Tenant shall be responsible for payment for all Tenant's Services provided directly to the Premises.

#### 6. MAINTENANCE AND REPAIR

#### 6.1 Repair

The Tenant must:

- (1) keep the Premises in good repair and condition except for fair wear and tear, inevitable accident and inherent structural defects; and
- (2) fix any damage caused by the Tenant or the Tenant's Employees.

#### 6.2 Cleaning and Maintenance

The Tenant must:

- (1) keep the Premises clean and tidy; and
- (2) keep the Tenant's Property clean and maintained in good order and condition.

#### 6.3 Lessor's Right to Inspect and Repair

- (1) The Lessor may enter the Premises for inspection or to carry out maintenance, repairs or building work at any reasonable time after giving notice to the Tenant. In an emergency, the Lessor may enter at any time without giving the Tenant notice.
- (2) The Lessor may carry out any of the Tenant's obligations on the Tenant's behalf if the Tenant does not carry them out on time. If the Lessor does so, the Tenant must promptly pay the Lessor's costs.

#### 7. ASSIGNMENT AND SUBLETTING

- 7.1 The Tenant must obtain the Lessor's consent before the Tenant assigns, sublets or deals with its interest in the Premises.
- 7.2 The Lessor must give its consent if:
  - the Tenant satisfies the Lessor that the new tenant is financially secure and has the ability to carry out the Tenant's obligations under this Tenancy;
  - (2) the new tenant signs any agreement and gives any security which the Lessor reasonably requires;
  - (3) the Tenant complies with any other reasonable requirements of the Lessor;
  - (4) the Tenant is not in breach of the Tenancy; and
  - (5) the Tenant pays the Lessor's reasonable costs of giving its consent.

#### 8. TENANT'S RELEASE AND INDEMNITY

- 8.1 The Tenant occupies and uses the Premises at its own risk. The Tenant also carries out building work in the Premises at its risk.
- **8.2** The Tenant releases the Lessor from and indemnifies it against all Claims for damages, loss, injury or death:
  - (1) if it:
    - (a) occurs in the Premises;
    - (b) arises from the use of the Services in the Premises; or
    - (c) arises from the overflow or leakage of water from the Premises,

except to the extent that it is caused by the Lessor's deliberate act or negligence; and

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- (2) if it arises from the negligence or default of the Tenant or the Tenant's Employees, except to the extent that it is caused by the Lessor's deliberate act or negligence.
- 8.3 The Lessor must do everything reasonable to ensure the Tenant's Services operate efficiently during normal working hours.
- 8.4 Except to the extent that any interruption to the operation of the Tenant's Services is caused by the Lessor's deliberate act or negligence then in the event that the Tenant's Services do not operate efficiently the Tenant shall:-
  - (a) have no right to claim compensation against the Lessor; and
  - (b) have no right to terminate this Agreement.
- **8.5** The Tenant releases the Lessor from and indemnifies the Lessor against any Claim or costs arising from anything the Lessor is permitted to do under this Tenancy.

#### 9. DEFAULT AND TERMINATION

#### 9.1 Default

- The Tenant defaults under this Agreement if:
- (1) the Rent or any money payable by the Tenant is unpaid for fourteen (14) days;
- (2) the Tenant breaches any other term of this Agreement;
- (3) the Tenant assigns its property for the benefit of creditors;
- the Tenant becomes a bankrupt person within the meaning of the *Bankruptcy Act 1966* (Cth); or
- (5) the Tenant becomes an externally-administered body corporate within the meaning of the *Corporations Act 2001* (Cth).

#### 9.2 Forfeiture of Tenancy

If the Tenant defaults and does not remedy the default when the Lessor requires it to do so, the Lessor may, subject to its obligations under s 124 of the *Property Law Act* 1974 (QId), do any one or more of the following after giving any notice required by law:

- (1) re-enter and take possession of the Premises;
- (2) by notice to the Tenant, terminate this Agreement;
- (3) by notice to the Tenant, convert the unexpired portion of the Term into a tenancy from month to month;
- (4) exercise any of its other legal rights;
- (5) recover from the Tenant any loss suffered by the Lessor due to the Tenant's default.
- 10. TERMINATION OF TERM

### 10.1 Tenant's Obligations

- At the end of the Term the Tenant must:
- (1) vacate the Premises and give them back to the Lessor in the condition required by clause 6.1(1);
- (2) remove all the Tenant's Property from the Premises;
- (3) repair any damage caused by removal of the Tenant's Property and leave the Premises clean; and
- (4) return all keys, security passes and cards held by it or the Tenant's Employees.

#### 10.2 Failure to Remove Tenant's Property

If the Tenant does not remove the Tenant's Property at the end of the Term, the Lessor may:

- (1) remove and store the Tenant's Property at the Tenant's risk and expense; or
- (2) treat the Tenant's Property as abandoned, in which case title in the Tenant's Property passes to the Lessor who may deal with it as it thinks fit without being liable to account to the Tenant.

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### 11. DAMAGE AND DESTRUCTION

### 11.1 Rent Reduction

If the Premises are damaged or destroyed and as a result the Tenant cannot use or gain access to the Premises then from the date that the Tenant notifies the Lessor of the damage or destruction the Lessor:

- must reduce the Rent and any other money owing to the Lessor by a reasonable amount depending on the type, extent and effect of damage or destruction; and
- (2) cannot enforce clause 6.1 against the Tenant;
- until the Premises are fit for use or accessible.

#### 11.2 Tenant May Terminate

The Tenant may terminate this lease by notice to the Lessor unless the Lessor:

- within three (3) months of receiving the Tenant's notice of termination, notifies the Tenant that the Lessor will reinstate the Premises; and
- (2) carries out the reinstatement works within a reasonable time.

#### **11.3 Exceptions**

Clauses 11.1 and 11.2 do not apply where:

- the damage or destruction was caused by or contributed to, or arises from any wilful act of the Tenant or the Tenant's Employees; or
- (2) an insurer under any policy effected by the Lessor refuses indemnity or reduces the sum payable under the policy because of any act or default of the Tenant or the Tenant's Employees.

#### 11.4 Lessor May Terminate

If the Lessor considers the damage to the Premises renders it impractical or undesirable to reinstate the Premises or the Building, it may terminate this lease by giving the Tenant at least one (1) months' notice ending on any day of the month. At the end of that months' notice, this lease ends.

#### 11.5 Dispute Resolution

- Any dispute under this clause 11 must be determined by an independent qualified Valuer appointed by the Chief Executive Officer of the REIQ at the request of either party.
- (2) In making the determination, the Valuer acts as an expert and the determination is final and binding on both parties.
- (3) The cost of the determination must be paid by the parties equally unless otherwise decided by the Valuer.

#### 11.6 Lessor Not Obliged to Reinstate

- Nothing in this lease obliges the Lessor to reinstate the Building or the Premises or the means of access to them.
- (2) When reinstating the Building or the Premises, the Lessor is entitled to change their design, fabric, character or dimensions to comply with any law or lawful requirement.

#### 11.7 Antecedent Rights

Termination under this clause 11 does not affect either parties' accrued rights before termination.

### 12. INTEREST FOR LATE PAYMENT

Without affecting the Lessor's other rights, if the Tenant does not pay any money owing to the Lessor under this Agreement within fourteen (14) days after the due date, the Tenant must pay interest on that money calculated at the Default Interest Rate from the due date for payment until payment is made.

INITIALS

#### 13. DUTY

The Tenant must pay stamp duty on this lease, if applicable, and other government imposts payable in connection with this Agreement and all other documents and matters referred to in this Agreement when due or earlier if requested in writing by the Lessor.

#### 14. GOODS AND SERVICES TAX

If a GST is imposed on any supply made to the Tenant under or in accordance with this Tenancy, the amount the Tenant must pay for that supply is increased by the amount of that GST.

#### 15. OPTION FOR FURTHER TENANCY

15.1 This Clause 15 applies if item 6 of the Reference

- Schedule is completed with a period of a further term. **15.2** If the Tenant:
  - (1) wishes to lease the Premises for the further term; and
  - (2) gives notice to that effect to the Lessor strictly in accordance with the timeframes in item 6 of the Reference Schedule; and
  - (3) has not breached this Agreement or if breached such breach has been waived by the Lessor or remedied,

the Lessor must, subject to clause 15.6, grant to and the Tenant must take a further tenancy (**New Tenancy**) of the Premises on the terms and conditions set out in clause 15.3.

- 15.3 The New Tenancy will be on the same terms and conditions as this Agreement except that:
  - the Rent for the New Tenancy will be the amount agreed between the Lessor and the Tenant or, failing agreement by the date the Term expires, the market rent for the Premises determined by an independently qualified Valuer (acting as an expert) in accordance with clause 15.4;
  - (2) the Commencement Date will be the day after the Term expires; and
  - (3) the New Tenancy will omit this clause 15 unless there is more than one option of renewal set out in item 6 of the Reference Schedule.
- **15.4** If the Rent is to be determined according to market under clause 15.3(1), the Valuer is to be nominated by the Chief Executive Officer of the REIQ at the request of either party. The following additional terms apply:
  - (1) the Valuer's decision is final and binding on the parties;
  - (2) the Valuer's costs must be paid by the Lessor and the Tenant equally. Either party may pay the Valuer's costs and recover one half of the amount paid from the other party on demand; and
  - (3) if the Rent for the New Tenancy is not determined by the date the Term expires, then:
    - until the Valuer determines the Rent for the New Tenancy, the Tenant must continue to pay the existing Rent; and
    - (b) when the Valuer's decision is made under this clause 15.4, the parties will make an adjustment for any over or under payment of the Rent.
- **15.5** Before transferring any interest in the Land, the Lessor must obtain a signed deed from the transferee containing covenants in favour of the Tenant that the transferee will be bound by the terms of this Agreement and will not transfer its interest in the Land unless it obtains a similar deed from its transferee.
- **15.6** If there is a Guarantor under this Agreement, the Lessor is not required to grant the New Tenancy unless the Tenant obtains a further guarantee on the same terms of the due and punctual performance of the Tenant's obligations under this Agreement by the Guarantor or any other replacement guarantor acceptable to the Lessor.

#### 16. DEPOSIT AND COMMISSION

- **16.1** The Tenant must pay the Deposit to the Lessor's Agent on signing this Agreement.
- **16.2** The Deposit must be applied against the Rent payable by the Tenant on the commencement of the Term.
- 16.3 The Lessor agrees to pay the Agent's commission to the Lessor's Agent and authorises the Agent to draw the commission on the commencement of the Term from money received from the Tenant in payment of Rent.

#### 17. NOTICES

- 17.1 Any notice given or required by this Agreement to be given to a party ("the addressee") must be in writing and, without prejudice to any other lawful method of service, shall be deemed to have been sufficiently given if it is sent to a facsimile number or email address which has been stated for the addressee in this Agreement or otherwise provided by the addressee to the sender.
- **17.2** Any such notice sent to a facsimile number shall be deemed to have been received by the addressee when the sender obtains a clear transmission report.
- 17.3 Any such notice sent to an email address shall be deemed to have been received by the addressee when it is capable of being retrieved by the addressee at the email address in accordance with section 24 of the *Electronic Transactions (Queensland) Act 2001*.
- 17.4 Any such notice may also be given in the manner provided in section 109X of the *Corporations Act 2001* (Cth) as if it were being served for the purposes stated in that section or in accordance with the provisions of section 347 of the *Property Law Act 1974* (Qld).

#### 18. GUARANTEE AND INDEMNITY

- 18.1 Where Item 3 of the Reference Schedule is completed with the name or names of any person or persons then the succeeding provisions of this clause 18 shall apply.
- **18.2** The Guarantor (and jointly and severally where there is more than one Guarantor) guarantees to the Lessor the timely payment by the Tenant of the Rent and other moneys agreed to be paid by the Tenant under this Agreement and the timely compliance with all the terms by which the Tenant is bound under this Agreement.
- 18.3 The Guarantor will at all times pay to the Lessor on demand and indemnify and keep the Lessor indemnified from and against all losses which the Lessor may suffer or incur consequent upon or arising out of any failure by the Tenant to comply with the terms in a timely manner.

INITIALS

## Workpaper 30

## Herron Accountants



#### Write Off Borrowing Costs Period Ended: 30 June 2021 Client Name: Ryan & Hume Super Fund Client Code: **RYAN0005** Accountant: Julie Fuller Borrowing Costs to be written off over 5 years or the term of the loan, whichever, is the shorter Loan purpose BOQ Loan for Geebung Date loan commenced 28/04/2021 No of Years 5 End of First Financial Year 30/06/2021 Date **Costs Incurred Application Fee** 2,145.00 **Company Search** 31.44 Land Title Search 35.10 Solicitor's Fee 2,562.50 Valuation Fee 1,100.00 5,874.04 Amout to Year Balance Write Off 2021 205.99 5,668.05 4,493.24 2022 1,174.81 3,318.43 2023 1,174.81 2024 2,143.62 1,174.81 2025 1,174.81 968.81 2026 968.81 0.00



## **Bank of Queensland Limited**

ABN 32 009 656 740

#### Level 6, 100 Skyring Terrace, Newstead QLD 4006

#### **Facility Details**

These details, together with our *General Conditions* and each *Schedule* comprise the *facility agreement* between you and us. Further terms and conditions which may be relevant to the use of your account may be found in the Business Lending Supplementary Terms and Conditions, the Business Banking Guide to Fees and Charges and the Electronic Banking Terms and Conditions, each as amended from time to time.

This facility agreement is made on \_\_\_\_/\_\_/

#### PARTIES:

Customer:	RYAN & HUME PTY LTD as trustee for RYAN & HUME SUPER FUND
ACN:	165 692 151
Trust ABN:	55 276 641 354
Address:	Herron Accountants
	Unit 1, 48 Flinders Parade
	North Lakes, Queensland, 4509

Bank:	Bank of Queensland Limited
ABN:	32 009 656 740
Address:	Level 6, 100 Skyring Terrace
	Newstead QLD 4006

#### PARTICULARS OF FACILITY AGREEMENT

Documents comprising this facility agreement	<ul> <li>This facility agreement is made up of the following documents:</li> <li>these Facility Details; the General Conditions;</li> <li>business term loan facility schedule.</li> <li>Each facility is more specifically described in its Schedule.</li> <li>If you wish to access a facility you must comply with the requirements of this facility agreement.</li> </ul>
Security	<ul> <li>The following <i>security</i> has been or is to be taken by us:</li> <li>First Registered Mortgage provided by RYAN &amp; HUME BARE PTY LTD ACN 167 285 627 as bare trustee for FORTUNE STREET LRBA TRUST over the property situated at 7/20 Fortune Street, Geebung, Queensland, 4034, more particularly described as Lot 7 on BUP 104590, contained in Certificate of Title Reference 50133922.</li> </ul>
	<ul> <li>Guarantee and Indemnity provided by DARREN LEE RYAN in the amount of \$286,000.00.</li> <li>Guarantee and Indemnity provided by BRUCE GREGORY HUME in the amount of \$286,000.00.</li> </ul>

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	<ul> <li>Guarantee and Indemnity provided by RYAN &amp; HUME BARE PTY LTD ACN 167 285 627 as bare trustee for FORTUNE STREET LRBA TRUST limited to the property situated at 7/20 Fortune Street, Geebung, Queensland, 4034, more particularly described as Lot 7 on BUP 104590, contained in Certificate of Title Reference 50133922.</li> </ul>					
	<ul> <li>Charge provided by the Customer over the beneficial interest in the property situated at RYAN &amp; HUME PTY LTD ACN 165 692 151 as trustee for RYAN &amp; HUME SUPER FUND ABN 55 276 641 354.</li> </ul>					
Fees and charges that are	You must pay the following fees and charges by the <i>facility establishment date</i> :					
payable by the facility establishment date	Bank charges (payable to us) Amount of credit fee/charge					
	<ul> <li>Application fee - payable for your application and (1) \$2,145.00 purit of \$5674,04 establishment of your facility and not refundable even if the facility does not proceed</li> </ul>					
	Government and other charges (payable to third Amount of credit fee/charge parties)					
	<ul> <li>Company search fee (ASIC) - payable for company searches required by us</li> <li>Land title search fee (QLD) - payable for title (1) \$35.10 √</li> </ul>					
	<ul> <li>Mortgage lodgement fee (QLD) - payable for \$195.00</li> <li>Mortgage registration (including mortgage transfers)</li> </ul>					
•	<ul> <li>Release of mortgage fee (QLD) - payable for \$195.00 lodgement of releases of mortgages from existing mortgagees</li> </ul>					
	<ul> <li>Transfer lodgement fee (QLD) - payable for registration of transfers of title</li> </ul>					
	<ul> <li>Solicitors fee - payable in circumstances where we \$\$2,562.50</li> <li>solicitor</li> </ul>					
	<ul> <li>Valuation fee - payable in respect of fees incurred \$1,100.00 in valuing any security property over which we require a valuation</li> </ul>					
	In addition you must pay any other government and third party fees and charges payable in connection with your <i>facility</i> or <i>security</i> . We need not make the <i>facility</i> available to you if any fees or charges are unpaid.					
Fees and charges that are bayable after the <i>acility</i>	You must pay the fees and charges described in the Schedule for each <i>facility</i> after the <i>facility establishment date</i> .					
establishment date						

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Fees and charges that may become	The following additional fees and charges may become payable during the <i>term</i> of the <i>facility</i> :						
payable	Bank charges (payable to us)	Amount of credit fee/charge					
	<ul> <li>Additional security fee - payable if more than one security is required by us</li> </ul>	\$150.00					
	<ul> <li>Audit certificate fee - payable when you, your accountant or auditor request a certificate relating to your <i>facility account</i></li> </ul>	\$30.00					
	<ul> <li>Bank cheque fee - payable whenever you request us to issue more than four cheques on each drawdown of your <i>facility</i></li> </ul>	\$10.00 per cheque in excess of 4 bank cheques requested					
	<ul> <li>Break costs - payable if a break cost event occurs in respect of your business term loan and we make a loss from re-arranging our funding as a result</li> </ul>	The amount we calculate for break costs (see the "Break costs" clause in the General Conditions).					
	<ul> <li>Break costs administration fee - payable if a break cost event occurs on your business term loan and we calculate whether break costs apply</li> </ul>	\$50.00					
	<ul> <li>Certificate of balance or interest paid fee - payable when you request a certificate of the amount of credit outstanding or interest paid by you</li> </ul>	\$10.00					
	<ul> <li>PPS information/certificate of other records fee - payable whenever you request us, or we are required by another secured party or interested party, to certify, obtain or provide anything relating to your <i>facility</i></li> </ul>	\$60.00					
	<ul> <li>Consent fee - payable whenever we give consent (following a request from you) to a change in security</li> </ul>	\$300.00					
	<ul> <li>Consent service fee - payable whenever consent is required from another party to lodge a security</li> </ul>	This amount varies depending on the party providing consent					
	<ul> <li>Default fee - payable on a <i>repayment date</i> if during the preceding month there is any amount overdue for payment</li> </ul>	\$30.00					
	<ul> <li>Document variation fee - payable whenever you request a variation of <i>facility</i> documentation prior to settlement of your <i>facility</i></li> </ul>	\$200.00 per set of <i>facility</i> documents					
	<ul> <li>Production fee - payable if the certificate of title or any security is required to be produced to another financial institution</li> </ul>	\$150.00					
	<ul> <li>Security release fee - payable when we agree (at your request) to discharge a security</li> </ul>	\$320.00					

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	Security substitution fee - payable if we agree to substitution of a <i>security</i> for another <i>security</i>	\$300.00
-	Special answer fee - payable whenever a special answer is requested for a cheque deposited to your <i>facility account</i>	\$15.00
ė	Switching fee - payable whenever we agree to your request to switch your <i>business term loan</i> facility type or repayment type	\$300.00
	Transaction list fee - payable whenever you request a list of transactions prior to the issue of a statement	\$2.00 per list
•	PPS amending financing statement fee – payable if we amend a financing statement registered on the PPS register for an undefined duration	\$140.00
•	PPS amending financing statement fee – payable if we amend a financing statement registered on the PPS register for a duration of 7 years or less	\$8.00
	PPS amending financing statement fee – payable if we amend a financing statement registered on the PPS register for a duration of more than 7 years but less than 25 years.	\$40.00
	PPS amending financing statement fee – payable if we amend a financing statement registered on the PPS register to correct a minor error (where the amendment does not impact on end date, result in additional grantors or add a new type of collateral).	\$4.00
•	PPS search fee – payable when we search the PPS register.	\$4.90
	PPS information request fee – payable when we obtain copies of documentation from other secured parties	This amount varies depending upon the party providing the consent
•	PPS search results fee – payable if we request the reissue of a search certificate or a pdf of search results.	\$4.90
	PPS search results fee – payable if we request issue of search results in hard copy form or in electronic media.	\$29.50
<b>E</b>	PPS reports fee – payable if we request the issue of a copy of a verification statement.	\$4.90
	PPS registration fee – payable when we register a security interest required by us as <i>security</i> for an undefined duration.	\$140.00

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<ul> <li>PPS registration fee – payable when we register a security interest required by us as <i>security</i> for a duration of more than 7 years and less than 25 years.</li> </ul>	\$40.00
<ul> <li>PPS registration fee – payable when we register a security interest required by us as security for a duration of 7 years or less.</li> </ul>	\$8.00
<ul> <li>PPS attachment fee – payable if we attach a document to a financing statement to be registered on the PPS register.</li> </ul>	\$4.00
<ul> <li>PPS transfer fee – payable for a transfer of a registration on the PPS register.</li> </ul>	\$0.00
<ul> <li>Company and PPSR search fee – payable for company searches including search on the PPS register by us</li> </ul>	\$15.72
In addition you must pay any government and third par connection with your <i>facility</i> or <i>security</i> . We need not r if any fees or charges are unpaid.	

Specific	The following	Specific Conditions apply to this facility.
Conditions for loans to Self-	_	tional Definitions
Managed Superannuation		ese Specific Conditions:
Funds	Prop	erty Trustee means RYAN & HUME BARE PTY LTD ACN 167 285 627 are trustee for FORTUNE STREET LRBA TRUST.
		rantors means DARREN LEE RYAN, BRUCE GREGORY HUME and the erty Trustee.
	4034	hased Property means 7/20 Fortune Street, Geebung, Queensland, , more particularly described as Lot 7 on BUP 104590, contained in ficate of Title Reference 50133922.
	<b>Supe</b> 641 3	erannuation Fund means RYAN & HUME SUPER FUND ABN 55 276 354.
		erannuation Trustee means RYAN & HUME PTY LTD ACN 165 692 151, rustee of the Superannuation Fund.
	2. Back	ground
	Supe	facility is made in accordance with the provisions of section 67A of the <i>erannuation Industry (Supervision) Act 1993</i> (Cth) ( <b>SIS Act</b> ) which permits ulated superannuation fund to borrow money provided:
	(a)	the borrowed funds are used to purchase an asset (in this case the Purchased Property);
	(b)	the Purchased Property is held on trust for the Superannuation Trustee as trustee of the Superannuation Fund by another entity (in this case the Property Trustee);
	(c)	the Superannuation Trustee has the right to acquire legal ownership of the Purchased Property on behalf of the Superannuation Fund by making payments;
	(d)	the lender's rights against the Superannuation Trustee in respect of a default:
		(i) are limited to all amounts payable by the Superannuation Trustee under this facility; and
		<ul> <li>(ii) can only be enforced against the Superannuation Trustee (in its capacity as trustee of the Superannuation Fund) in respect of the Purchased Property.</li> </ul>
	3. Secu	rity
		ite any other provision of this agreement, the following stands as security is facility:
	(a)	a Charge of the beneficial interest in the Purchased Property given by the Superannuation Trustee as trustee of the Superannuation Fund;
	(b)	a Mortgage of the legal interest in the Purchased Property by Property Trustee ( <b>Mortgage</b> );

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- (c) a Guarantee by the members of the Superannuation Fund and the Property Trustee; and
- (d) any other security granted to Bank of Queensland Limited to secure repayment of the facility.

#### 4. Redraw

Despite any other conditions of this Agreement, redraw is not available on this facility.

#### 5. Charge of beneficial interest

The Superannuation Trustee as trustee of the Superannuation Fund hereby charges to the Bank its beneficial interest in the Purchased Property to secure payment of the facility limit and all other amounts due in respect of the facility (the "Debt"). This charge constitutes a fixed and specific charge over the Purchased Property. All the terms of the Mortgage granted by the Property Trustee apply to this charge as if set out in full in this agreement and as if the Superannuation Trustee was the mortgagor and the Bank was the mortgagee.

#### 6. Limited recourse

- (a) Despite any other condition of this agreement, this agreement relates solely to money payable in respect of the loan made to the Superannuation Trustee as trustee of the Superannuation Fund under this agreement (including interest and all costs and charges associated with that loan) and the Bank's rights against the Superannuation Trustee are limited to all amounts payable by the Superannuation Trustee under this agreement.
- (b) Despite any other condition of this agreement or any other document, the Bank's rights against the Superannuation Trustee in respect of a default can only be enforced against the Superannuation Trustee (in its capacity as trustee of the Superannuation Fund) in respect of the Purchased Property, and the Bank has no recourse against any other property of the Superannuation Fund other than the Purchased Property for payment of any money owing under this agreement.
- (c) Subject to sub-clause (d), the Bank or a Guarantor must not take any step pursuant to the rights conferred by this agreement to:
  - (i) have an administrator appointed to the Superannuation Fund or the Superannuation Trustee;
  - (ii) have a receiver, receiver and manager, trustee, other controller (as defined in the Corporations Act), liquidator, provisional liquidator or similar official appointed to the Superannuation Fund or the Superannuation Trustee, other than a receiver of all or part of the Purchased Property only;
  - (iii) have the Superannuation Trustee wound up, or prove in any winding up of the Superannuation Trustee;
  - (iv) carry out any distress or execution on any property of the Superannuation Fund other than the Purchased Property;
  - (v) exercise any:

(A) right of set-off;

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			(B)	right to combine or consolidate accounts; or
			(C)	banker's lien,
				the Superannuation Trustee, other than in respect of hased Property;
		(vi)	as agair trustee o	ny other claim or institute any proceedings of any kind ist the Superannuation Trustee (in its capacity as of the Superannuation Fund) other than in respect of shased Property.
	(d)	The oth	ner provis	ions of this clause do not affect the Bank's rights to::
		(i)	accorda	this agreement over the Purchased Property in nce with the terms of this agreement and the ed mortgage over the Purchased Property;
		(ii)	Purchas the Supe its rights benefit o	ole purpose of enforcing its rights against the ed Property, proceed against the Property Trustee or erannuation Trustee to the extent necessary to enforce against the Purchased Property or to obtain the of the recourse to the Property Trustee or the nuation Trustee in respect of the Purchased Property;
		(iii)		any rights it may have under any other security to the Bank to secure repayment of the facility.
7.	Own e	nquiries	5	
	under v acquire that it h whatso exampl entry of docume regulati Fund.	which the ed the Pu ever aga le, the S f the stru ent make ion or re The Ban	e Property urchased e its own ainst the I uperannu ucture, thi es the Su sults in ac	ranty or representation in relation to the structure y Trustee and the Superannuation Trustee has Property. The Superannuation Trustee acknowledges enquiries in relation to the structure and has no claim Bank in relation to any aspect of the structure. For ation Trustee has no claim against the Bank if the s agreement, or the transaction reflected by this perannuation Fund non-complying with any law or dverse taxation consequences for the Superannuation force this agreement in full despite any such non
8.	Warran	nties and	d Repres	entations by Superannuation Trustee
	The Su	perannu	ation Tru	stee warrants and represents that:
		(i)		for the amount to be borrowed under this facility r the acquisition of the Purchased Property;
		(ii)		iring the Purchased Property for commercial or ent purposes;
		(iii)		rustee of the Superannuation Fund, and enters into ement in that capacity;
		(iv)	Trustee of	hased Property is or will be held by the Property on a bare trust for the Superannuation Trustee as f the Superannuation Fund; and
		<ul> <li>7. Own e</li> <li>The Baunder vacquire that it hwhatso example entry o docume regulat Fund. complia</li> <li>8. Warrar</li> </ul>	<ul> <li>(d) The oth</li> <li>(i)</li> <li>(ii)</li> <li>(iii)</li> <li>(iii)</li> <li>7. Own enquiries</li> <li>The Bank make under which the acquired the Put that it has made whatsoever aga example, the Si entry of the strudocument make regulation or re Fund. The Ban compliance.</li> <li>8. Warranties and The Superannu (i)</li> <li>(ii)</li> <li>(iii)</li> </ul>	<ul> <li>(C)</li> <li>against in the Purch</li> <li>(vi) make arras again trustee of the Purch</li> <li>(d) The other provise</li> <li>(i) enforce accorda registered</li> <li>(ii) for the s Purchass the Superits rights benefit of Superand or</li> <li>(iii) enforce granted</li> <li>7. Own enquiries</li> <li>The Bank makes no warrunder which the Property acquired the Purchased that it has made its own whatsoever against the Bexample, the Superannue entry of the structure, thi document makes the Suregulation or results in arregulation or results in a fund. The Bank can entry of the structure, the document makes the Suregulation or results in a fund. The Bank can entry of the structure, the document makes the Suregulation or results in a fund. The Bank can entry of the structure, the document makes the Suregulation or results in a fund. The Bank can entry of the structure, the document makes the Suregulation or results in a fund. The Bank can entry of the structure, the document makes the Suregulation or results in a fund. The Bank can entry of the structure, the document makes the Suregulation or results in a fund. The Bank can entry of the structure, the document makes the Suregulation or results in a fund. The Bank can entry of the structure, thi document makes the Suregulation or results in a fund. The Bank can entry of the structure, thi document makes the Suregulation or results in a fund. The Bank can entry of the structure, thi document makes the Suregulation or results in a fund. The Bank can entry of the structure, thi document makes the Suregulation or results in a fund. The Bank can entry of the structure, thi document makes the Suregulation or results in a fund. The Bank can entry of the structure, the document makes and Represe the structure, the document makes and Represe the structure, the document makes the structure, the document makes the structure, the document makes the structure, the structure, the document makes the structure, the document makes the structu</li></ul>

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(v) the terms of the bare trust on which the Purchased Property will be held (and any other arrangements between the Superannuation Trustee and the Property Trustee) otherwise comply with the requirements of section 67A of SIS Act.

#### 9. Acknowledgement by Superannuation Trustee

The Superannuation Trustee acknowledges that that the Bank may review or authorise the review of the Superannuation Fund Trust Deed or the Trust Deed of the bare trust on which the Purchased Property will be held. Despite any reviews the Bank may conduct in respect of this transaction, the Bank makes no representation that the Superannuation Fund Trust Deed or the Superannuation Fund itself complies with the SIS Act.

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Special	Conditions precedent					
conditions	As well as the things set out in the <i>General Conditions</i> , the following conditions must be met, in a form and substance satisfactory to us, or waived by us in writing, before we will allow you to use the <i>facility</i> (or any part of it):					
	1. We are to be provided with a copy of the notice of compliance issued to the Superannuation Fund by the Australian Taxation Office.					
	2. Subject to conditions and guidelines of the SIS Act (1993), the external Solicitors acting for us will provide us with external advice and prepare the necessary loan documentation for this transaction. The cost of this legal preparation work will be paid by you. We will provide the borrower with a fixed quote or an estimate of the external Solicitors' fees before they are engaged.					
	Our panel Solicitors must be satisfied that the structure of the proposed transaction is acceptable to us and that the trust deeds establishing the Superannuation Fund and the bare trust on which the Purchased Property wi be held contain the requisite powers to enable the Superannuation Fund and Property Trustee to enter into the proposed transaction.					
	3. We are to be provided evidence of comprehensive insurance in respect of th Purchased Property prior to settlement. The policy is to note BOQ's interest a mortgagee and provide an adequate "sum insured" that covers the reinstatement or replacement of all buildings and be to BOQ's satisfaction.					
	4. We are to be provided a copy of the signed Lease document in respect of the Purchased Property prior to settlement.					
	5. We are to be provided with any requested valuations, by a valuer approved bus, of the Purchased Property, which must be satisfactory to us in all respect You must pay the costs of the valuation.					
	6. The trustee/s of the Superannuation Fund must provide a Certificate of Financial Advice or, where the financial planner/accountant refuses to provide a Certificate of Financial Advice, a Statutory Declaration from the trustee attesting to having received independent financial advice from a financial planner/accountant, with the Certificate or Statutory Declaration to be in a for acceptable to us.					

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	Conditions subsequent Other terms which also apply to this <i>facility agreement</i> are set out here.
	other terms which also apply to this racincy agreement are bet out hore.
	1. You must advise us immediately of any events that may have the potential to cause a material adverse effect to the Superannuation Fund's ability to make payments, including but not limited to:
	<ul> <li>A change in the investment strategy that is likely to adversely impact the Superannuation Fund's risk profile;</li> </ul>
	<ul> <li>Any new transactions including acquisitions or disposals of the Superannuation Fund's assets equivalent in value to more than 15% of the Superannuation Fund's total assets;</li> </ul>
	<ul> <li>Any membership changes of the Superannuation Fund that may impact Superannuation Fund's repayment capacity;</li> </ul>
	<ul> <li>if the Purchased Property is vacant for more than 8 weeks.</li> </ul>
Meaning of terms	Defined terms which are used in these <i>Facility Details</i> and the <i>Schedules</i> have the same meaning as in the <i>General Conditions</i> .

# Bank of Queensland Limited ABN 32 009 656 740

Level 6, 100 Skyring Terrace, Newstead QLD 4006

## **Business Term Loan Facility Schedule**

FACILITY						
Facility type	Variable business term loan					
Facility limit	\$286,000.00					
Purpose of facility	To assist with the purchase of a commercial investment property situated at 7/20 Fortune Street, Geebung, Queensland, 4034.					
Term	The term of the facility is 180 months from the facility establishment date.					
	This <i>business term loan</i> is subject to annual review and and the terms may change following either such review <i>Conditions</i> .					
Annual percentage rate	<ul> <li>The annual percentage rate is our "Term Other Security Base Rate" less a margin of 2.82%. Currently the annual percentage rate is 4.95% per annum.</li> <li>The annual percentage rate may change at any time.</li> <li>You will retain the margin, which is part of your annual percentage rate for the term of your facility provided your facility remains a variable business term loan product. If, during the term of your facility, you switch your facility to another product that is not a standard variable business term loan product, the margin will cease to apply from the date that the facility is switched to this different product.</li> </ul>					
Repayments	You must make <i>principal and interest repayments</i> of \$2,254.23 each month. Your <i>repayments</i> have been calculated based on the current <i>annual percentage rate</i> and may change if the <i>annual percentage rate</i> changes.					
	Your first <i>repayment</i> is due one month after the <i>facility establishment date.</i> Subsequent <i>repayments</i> are then to be made every month on the same date.					
Fees and charges that are	You must pay the following fees and charges after the fa	acility establishment date:				
payable after the facility	Bank charges (payable to us) Amount of credit fee/cha					
establishment date	<ul> <li>Loan service fee – payable on your <i>business term</i> \$25.00 per month <i>loan</i> each month on your <i>repayment date</i></li> </ul>					
	Other fees and charges, including fees and charges that <i>establishment date,</i> are stipulated in the <i>Facility Details,</i> the Business Banking Guide to Fees and Charges.					

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Request notice

The attached request notice forms part of this Schedule.

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#### **Business Term Loan**

#### **Request Notice**

To: Bank of Queensland Limited Level 6, 100 Skyring Terrace Newstead Qld 4006

\_ Branch / Business Banking Manager

Faci SUP	n Account Number: ility Agreement between: RYAN & HUME PTY LTD ACN 165 692 151 as trustee for RYAN & HUMI PER FUND ABN 55 276 641 354 and Bank of Queensland Limited ABN 32 009 656 740 dated _ / ("facility agreement").		
We r	refer to the business term loan under the facility agreement.		
Weg	give you notice that we wish to:		
	Use business transaction account numberas my/our nominated account (Note: A nominated account must be an account held with Bank of Queensland in the borrower's name)		
	Make a drawing under the <i>facility</i> :		
	(a) the proposed drawing is the total draw.		
	(b) the proposed amount is \$		
	(c) the proposed <i>drawdown date</i> is//		
	(d) disburse proceeds via:		
	□ credit my/our Bank of Queensland account number		
	□ credit account in name of		
	Bank:		
	BSB:		
	Account Number:(please note standard processing times apply)		
	Reduce the <i>facility limit</i> by \$ to \$ on ///		
	Make an election to continue with a fixed business term loan		
	□ 1 year or □ 2 years or □ 3 years or □ 4 years or □ 5 years		
	Switch <i>facility type</i> to:		
	□ Variable business term loan		
	□ Fixed business term loan with a fixed rate period of:		
	$\Box$ 1 year or $\Box$ 2 years or $\Box$ 3 years or $\Box$ 4 years or $\Box$ 5 years		
	Switch <i>repayment type</i> to ( <i>Variable business term loans</i> only): 274561743/v1 75061569_1 26 03 21		

- Principal and interest repayment type
- □ Interest only repayment type with an interest only period of:

 $\Box$  1 year or  $\Box$  2 years or  $\Box$  3 years or  $\Box$  4 years or  $\Box$  5 years

We understand that:

- (a) any change to the loan type may incur a switching fee, *break cost* and/or a break cost administration fee. These fees are described in the *General Conditions*;
- (b) each representation and warranty contained in the *facility agreement* is taken to be repeated upon presentation of this *request notice*; and
- (c) any request made under this request notice is subject to your approval.

A term which has a defined meaning in the *facility agreement* has the same meaning when used in this *request notice*.

Yours faithfully

Signature of *authorised* officer

Name of *authorised* officer

Date: \_\_\_\_/ \_\_\_\_/

Signature of authorised officer

Name of authorised officer

Date: \_\_\_\_/ \_\_\_/

Bank Use

□ Signature/s verified

□ Request Approved/Declined

I certify that customer's request is within existing terms and conditions of this Business Term Loan.

Account Manager name		Account Manager Signature				
Branch / BSB						
//						
Date						
Loan Centre Use	1	1	Received	1 1	Actioned	
<ul> <li>Issue Variation Agreement (if applicable)</li> </ul>	🗆 Char	ge Swi	tching Fee			
□ Input changes	🛛 Char	ge Brea	ak Costs / Admin Fe	ees		
Preparer name	· ·		Authoriser nan	ne		
Preparer signature			Authoriser sigr	nature		
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#### OTHER REQUIREMENTS, DECLARATIONS AND ACKNOWLEDGMENTS

To agree to this *facility agreement*, you must sign and date two copies of this document and return one copy to us by no later than 4.00pm on 31 March 2021.

By signing this facility agreement you:

- 1 agree to be bound by the terms of this *facility* agreement;
- 2 declare that all the information you have given us is accurate and not misleading and that you are aware that we are relying on it;
- 3 acknowledge that before signing this facility agreement you received and read a copy of:
  - each document comprising this facility agreement including the General Conditions;
  - each security (if any) stipulated in this facility agreement;
  - Business Lending Supplementary Terms and Conditions;
  - Business Banking Guide to Fees and Charges; and
  - Electronic Banking Terms and Conditions;
- 4 acknowledge that you fully understand the nature and effect of this *facility agreement* and the consequences of entering into it;

- 5 acknowledge that you were given the opportunity to seek independent legal advice and that we recommended that you obtain such advice;
- 6 declare that you do not sign this acceptance as trustee, unless you have told us in writing;
- 7 consent to us giving to any existing guarantor or prospective new guarantor:
  - a copy of the facility agreement or any security (whether signed or unsigned);
  - a copy of any notice to or from us;
  - a copy of your account or other account statements;
  - a copy of any final letter of offer;
  - any relevant credit report from a credit reporting body;
  - any current related credit insurance contract; and
  - any other information the prospective guarantor requests and we consider is reasonable;
- 8 agree to notify us promptly in writing if you change your address; and
- 9 declare that you have power to enter into this facility agreement and any security which you have provided..

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### Executed as an agreement Bank Execution

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Signed on behalf of Bank of Queensland Limited

by: Greg Pink General Manager, Business and Corporate Banking Date:

**Customer Execution** 

EXECUTED by RYAN & HUME PTY LTD ACN 165 692 151 as trustee for RYAN & HUME SUPER FUND ABN 55 276 641 354:

Signature of director

Name of director (block letters)

Signature of director/secretary

Name of director/secretary (block letters)

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Lodger Details Lodger Code Name Address Lodger Box Phone Email Reference ACS:KAD:4794011

For Office Use Only

## THE BACK OF THIS FORM MUST NOT BE USED

## MORTGAGE

#### Jurisdiction QUEENSLAND

#### **Privacy Collection Statement**

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

#### Estate and/or interest being mortgaged

FEE SIMPLE

Land Title Reference I 50133922	Part Land Affected? Land Description LOT 7 ON BUILDING UNIT PLAN 104590
<b>Mortgagor</b> Name ACN Capacity	RYAN & HUME BARE PTY LTD 167285627 AS TRUSTEE
<b>Mortgagee</b> Name ACN Australian Credit Licen	BANK OF QUEENSLAND LIMITED 009656740 ce 244616

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

#### Terms and Conditions of this Mortgage

(a) Document Reference 719468209

(b) Additional terms and conditions

The mortgagor acknowledges and agrees:

1. the terms and conditions in the memorandum of common provisions document referenced in clause (a) above (the MCP) are incorporated in and form part of this mortgage;

2. giving this mortgage and incurring obligations and giving rights under this mortgage for valuable consideration received from the mortgagee; and

3. this mortgage is security for:

(i) the total amount owing defined in the MCP that the mortgagor owes under this mortgage or an agreement covered by this mortgage with the mortgagee to provide financial accommodation (Agreement);

(ii) the mortgagor's obligations to the mortgagee under any guarantee and indemnity the mortgagor provides in respect of an Agreement.

4. despite any other provision of this mortgage, the mortgagor's liability to repay under this mortgage may be discharged from, and the mortgagee's recourse is limited to, only the land specified in this mortgage (Property) and the total amount available to the mortgagee as a result of a realisation of the Property.

5. subject to paragraph 6, nothing in paragraph 4 above limits the mortgagee in:

(i) exercising its rights or powers under this mortgage in relation to the Property;

(ii) obtaining an injunction or other order to restrain any breach of this mortgage; or

(iii) obtaining declaratory relief.

6. in exercising any right, power or remedy under this mortgage, neither the mortgagee nor any receiver, receiver and manager, agent or attorney appointed under this mortgage shall incur, or have the authority to incur, any liability on the mortgagor's behalf or for the mortgagor's account except a liability which is itself subject to the limitation in paragraph 4.

7. the mortgagee will not, in relation to any liability for which the mortgagor is not liable under paragraph 4:

(i) obtain a judgment for the payment of money or damages by the mortgagor;

(ii) issue a statutory demand notice under the Corporations Act 2001 (or any analogous provision under any other law) against the mortgagor;

(iii) apply for the winding up of the mortgagor or the mortgagor's bankruptcy;

(iv) levy or enforce any distress or other execution to, on or against any of the mortgagor's assets other than the Property;

(v) apply for the appointment by a court of a receiver to any of the mortgagor's assets other than the Property;

(vi) exercise or seek to exercise any set-off or counterclaim against the mortgagor; or

(vii) take proceedings for any of the above and the mortgagee waive its rights in respect of those applications and proceedings.

8. despite any other provision of this mortgage, this mortgage only secures obligations under the documents specified in paragraph 3 for the financing of the acquisition of the Property (or any 'replacement asset' under applicable laws for self-managed superannuation funds) or the refinancing by the mortgage of the cost of the acquisition of the Property.

Executed on behalf of RYAN & HUME BARE PTY LTD		
Signer Name	DARREN LEE RYAN	
	RYAN & HUME BARE PTY LTD	
Signer Organisation	ACN 167 285 627	
Signer Role	DIRECTOR/SECRETARY	
Signature		
Execution Date		
Executed on behalf of	RYAN & HUME BARE PTY LTD	
Signer Name	BRUCE GREGORY HUME	
-	RYAN & HUME BARE PTY LTD	
Signer Organisation	ACN 167 285 627	
Signer Role	DIRECTOR/SECRETARY	
Signature		
Execution Date		
	· · · · · · · · · · · · · · · · · · ·	

#### **Mortgagor Execution**

### Mortgagee Execution

1

Executed on behalf of	BANK OF QUEENSLAND		
	LIMITED		
Signer Name	ARMANDO SCENNA		
Signer Organisation	THOMSON GEER		
	AUSTRALIAN LEGAL		
Signer Role	PRACTITIONER		
Signature			
·			
Execution Date			



## Bank of Queensland Limited

Level 6, 100 Skyring Terrace, Newstead QLD 4006

#### Mortgage Side Deed

Dated

#### **Parties**

- 1. Bank of Queensland Limited ABN 32 009 656 740 of Level 6, 100 Skyring Terrace, Newstead, QLD 4006 (Mortgagee).
- 2. **RYAN & HUME BARE PTY LTD ACN 167 285 627** as bare trustee for FORTUNE STREET LRBA TRUST of Herron Accountants, Unit 1, 48 Flinders Parade, North Lakes, Queensland, 4509 (Mortgagor).
- 3. **RYAN & HUME PTY LTD ACN 165 692 151** as trustee for RYAN & HUME SUPER FUND ABN 55 276 641 354 of Herron Accountants, Unit 1, 48 Flinders Parade, North Lakes, Queensland, 4509 (Superannuation Trustee).

#### Background

The Mortgagor on or about the date of this deed is granting to the Mortgagee a mortgage of the Purchased Property (**Mortgage**).

#### **Operative provisions**

#### 1. Defined meanings

Words used in this document and the rules of interpretation that apply are set out and explained in the definitions and interpretation clause at the back of this document.

#### 2. Provisions deemed incorporated in the Mortgage

The provisions in the Schedule are agreed by the parties to be incorporated in the Mortgage as if set out in the Mortgage in full.

#### 3. Definitions and interpretation

#### 3.1 **Definitions**

In this document:

**Facility Agreement** means the Facility Agreement made between the Superannuation Trustee and the Mortgagee on or about the date of the Mortgage in respect of a loan to purchase the Purchased Property.

**Mortgagee Notice** means a notice given by the Mortgagee to the Property Trustee directing the Property Trustee to take action being an action which the Mortgagee is entitled to take under its Mortgage.

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**Property Trustee** means RYAN & HUME BARE PTY LTD ACN 167 285 627 as bare trustee for FORTUNE STREET LRBA TRUST.

**Purchased Property** means 7/20 Fortune Street, Geebung, Queensland, 4034, more particularly described as Lot 7 on BUP 104590, contained in Certificate of Title Reference 50133922.

Superannuation Fund means RYAN & HUME SUPER FUND ABN 55 276 641 354.

**Superannuation Trustee** means RYAN & HUME PTY LTD ACN 165 692 151, as trustee of the Superannuation Fund.

#### 3.2 Interpretation

In this document unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) words denoting any gender include all genders;
- (c) reference to a person includes any other entity recognised by law and vice versa;
- (d) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (e) an agreement, representation or warranty on the part of two or more persons is for the benefit of them jointly and severally;

#### Schedule

#### 1. Background

The Mortgage is granted in accordance with the provisions of section 67A of the SIS Act which permits a regulated superannuation fund to borrow money provided:

- (a) the borrowed funds are used to purchase an asset (in this case the Purchased Property);
- (b) the Purchased Property is held on trust for the Superannuation Trustee as trustee of the Superannuation Fund by another entity (in this case the Property Trustee);
- (c) the Superannuation Trustee has the right to acquire legal ownership of the Purchased Property on behalf of the Superannuation Fund by making payments;
- (d) the Mortgagee's rights against the Superannuation Trustee in respect of a default:
  - (i) are limited to all amounts payable by the Superannuation Trustee under this facility; and
  - can only be enforced against the Superannuation Trustee (in its capacity as trustee of the Superannuation Fund) in respect of the Purchased Property.

Accordingly the following provisions apply to the Mortgage.

#### 2. What the Mortgage secures

Despite any other provision of the Mortgage:

- the Superannuation Trustee directs the Mortgagor to give a guarantee in respect of the Superannuation Trustee's obligations to the Mortgagee under the Facility Agreement and to grant the Mortgage;
- (b) the Mortgagor grants the Mortgage at the direction of the Superannuation Trustee;

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- (c) the Mortgagee enters into the Mortgage at the request of the Superannuation Trustee; and
- (d) the Mortgage only secures money owing by the Superannuation Trustee in its capacity as trustee of the Superannuation Fund pursuant to the Facility Agreement.

#### 3. Limited Recourse

Despite any other provision of any document, the Facility Agreement, the *Memorandum of Common Provisions* or any right conferred or implied by law or statute, the Mortgagee's recourse or right of contribution against the Property Trustee or the Superannuation Trustee in respect of any payment, cost, expense or anything else arising from or relating to the Mortgage:

- (a) is limited to recourse against the Purchased Property; and
- (b) is limited as provided in the Facility Agreement

#### 4. Dealing with the Purchased Property

- (a) The Mortgagee may direct the Mortgagor to deal with the Purchased Property as directed by a Mortgagee in a Mortgagee Notice.
- (b) The Mortgagee may only make directions consistent with its interest as creditor secured by the Purchased Property being directions reasonably necessary to:
  - (i) recover the money due to it;
  - (ii) preserve the Purchased Property; or
  - (iii) take any action that the Mortgagee is authorised to take under the Mortgage.
- (c) The Mortgagor is only obliged to deal with the Purchased Property in a lawful way and in accordance with usual commercial and conveyancing practice.

#### 5. Own enquiries

The Mortgagee makes no warranty or representation in relation to the structure under which the Property Trustee and the Superannuation Trustee has acquired the Purchased Property. The Superannuation Trustee and the Property Trustee each acknowledges that it has no claim whatsoever against the Mortgagee in relation to any aspect of the structure. The Mortgagee can enforce this document in full despite any non compliance of the structure with any law or regulation.

#### Executed as a deed.

Signed on behalf of Bank of Queensland Limited

by: Greg Pink General Manager, Business and Corporate Banking Date:

**EXECUTED** by **RYAN & HUME PTY LTD ACN 165 692 151** as trustee for RYAN & HUME SUPER FUND ABN 55 276 641 354:

Signature of director

Signature of director/secretary

Name of director (block letters)

**EXECUTED** by **RYAN & HUME BARE PTY LTD ACN 167 285 627** as bare trustee for FORTUNE STREET LRBA TRUST:

Signature of director

Signature of director/secretary

Name of director (block letters)

Name of director/secretary (block letters)

.....

.....

Name of director/secretary (block letters)



Bank of Queensland Limited ABN 32 009 656 740 Level 6, 100 Skyring Terrace, Newstead QLD 4006

#### **Guarantor's Indemnity Waiver**

Dated

#### **Parties**

**RYAN & HUME PTY LTD** ACN 165 692 151 as trustee for RYAN & HUME SUPER FUND ABN 55 276 641 354 of Herron Accountants, Unit 1, 48 Flinders Parade, North Lakes, Queensland, 4509 (**Borrower**).

**RYAN & HUME BARE PTY LTD** ACN 167 285 627 as bare trustee for FORTUNE STREET LRBA TRUST of Herron Accountants, Unit 1, 48 Flinders Parade, North Lakes, Queensland, 4509 (**Property Trustee**).

**DARREN LEE RYAN** of 6 Broders Street, Bracken Ridge, Queensland, 4017, **BRUCE GREGORY HUME** of 6 Kershaw Crescent, Mango Hill, Queensland, 4509 and the **Property Trustee** (Guarantor).

#### Background

Bank of Queensland Limited ABN 32 009 656 740 (Lender) has made or will make a loan to the Borrower (Loan).

The security for repayment of the Loan includes a mortgage (**Mortgage**) granted by the Property Trustee over the property located at 7/20 Fortune Street, Geebung, Queensland, 4034, more particularly described as Lot 7 on BUP 104590, contained in Certificate of Title Reference 50133922 (**Purchased Property**).

The Guarantor has guaranteed and indemnified or intends to guarantee and indemnify the Lender in respect of the Loan.

The Guarantor has agreed to limit its right to indemnity against the Borrower to the Purchased Property.

#### **Operative provisions**

#### 1. Limited Recourse

Despite any other provision of any document or any right conferred by law or statute, the Guarantor's rights against the Borrower in respect of any payment, cost, expense or anything else arising from or relating to this guarantee are limited to the Purchased Property. For example, if the Guarantor pays any money to the Lender in response to a demand for payment by the Lender, the Guarantor will not be entitled to claim that amount from the Borrower other than by recourse to the Purchased Property.

#### 2. Contribution by Guarantor

Despite any other provision of any document or any right conferred by law or statute, if under the guarantee and indemnity given by the Guarantor, the Guarantor makes any payment (in cash or in kind – for example as a result of any security provided by the Guarantor being sold by the mortgagee), the Property Trustee will not transfer the Purchased Property to the Borrower unless and until the Guarantor has been repaid the amount of that payment. (This clause is inserted to

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ensure that by making any payment under a guarantee, the Guarantor is not deemed to have made a contribution to the superannuation fund).

#### 3. Interpretation

In this document unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) words denoting any gender include all genders;
- (c) reference to a person includes any other entity recognised by law and vice versa;
- (d) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (e) an agreement, representation or warranty on the part of two or more persons is for the benefit of them jointly and severally;

Executed as a deed.

SIGNED SEALED AND DELIVERED by DARREN LEE RYAN in the presence of:

Witness

DARREN LEE RYAN

Print name

Print address

SIGNED SEALED AND DELIVERED by BRUCE GREGORY HUME in the presence of:

Witness

#### BRUCE GREGORY HUME

Print name

Print address

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#### **EXECUTED** by **RYAN & HUME PTY LTD ACN 165 692 151** as trustee for RYAN & HUME SUPER FUND ABN 55 276 641 354:

.....

Signature of director

Name of director (block letters)

#### **EXECUTED** by **RYAN & HUME BARE PTY LTD ACN 167 285 627** as bare trustee for FORTUNE STREET LRBA TRUST:

Signature of director

Name of director (block letters)

Signature of director/secretary

Name of director/secretary (block letters)

.....

.....

Signature of director/secretary

Name of director/secretary (block letters)



#### Bank of Queensland Limited ABN 32 009 656 740 Level 6, 100 Skyring Terrace, Newstead QLD 4006

### **Unregulated Guarantee and Indemnity Schedule**

#### **IMPORTANT NOTICE**

- Before you sign this guarantee and indemnity we recommend that you obtain legal and financial advice from independent lawyers and accountants (or other financial advisers) on the effect of this guarantee and indemnity
- There are financial risks involved in entering into this guarantee and indemnity
- You can refuse to enter into this guarantee and indemnity
- You have the right to limit your liability in accordance with the Banking Code of Practice and as allowed by law
- You can request information from us about the transaction(s) or facility(s) related to this guarantee and indemnity
- This guarantee and indemnity may cover liability under a future credit contract or a variation of an existing credit contract to the extent the future credit contract or variation (together with with all other existing credit contracts secured by this guarantee and indemnity) is within a limit previously agreed by you. If you are an individual we may require you to agree for this to apply to a future credit contract
- This Schedule does not contain all of the terms and conditions of this guarantee and indemnity. Further terms and conditions are in the General Conditions

Guarantor 1: Address:	DARREN LEE RYAN 6 Broders Street Bracken Ridge, Queensland, 4017	Guarantor 2: Address:	BRUCE GREGORY HUME 6 Kershaw Crescent Mango Hill, Queensland, 4509
Bank (we/us): ABN: Address:	Bank of Queensland Limited 32 009 656 740 Level 6, 100 Skyring Terrace Newstead QLD 4006		

SCHEDULE		
Debtor(s)	Debtor 1:	RYAN & HUME PTY LTD ACN 165 692 151 as trustee for RYAN & HUME SUPER FUND ABN 55 276 641 354
	Address:	Herron Accountants, Unit 1, 48 Flinders Parade, North Lakes, Queensland, 4509
Guaranteed agreement		Agreement between the <i>debtor</i> and us on or about the date of this and indemnity as amended from time to time.

Australian Credit Licence Number 244616 Australian Financial Services Licence Number 244616

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Maximum amount The maximum amount we can require you to pay under this guarantee and indemnity	The maximum amount for each guarantor is \$286,000.00 plus any interest, fees and charges on the guaranteed agreement plus amounts payable under the "Enforcement expenses" clause in the General Conditions.
Special conditions	1. ADDITIONAL DEFINITIONS
	<b>Property Trustee</b> means RYAN & HUME BARE PTY LTD ACN 167 285 627 as bare trustee for FORTUNE STREET LRBA TRUST;
	Superannuation Fund means RYAN & HUME SUPER FUND ABN 55 276 641 354;
	<i>Superannuation Trustee</i> means RYAN & HUME PTY LTD ACN 165 692 151 as trustee of the Superannuation Fund;
	<i>Purchased Property</i> means 7/20 Fortune Street, Geebung, Queensland, 4034, more particularly described as Lot 7 on BUP 104590, contained in Certificate of Title Reference 50133922.
	2. NO INDEMNITY
	Despite any other provision of this <i>guarantee and indemnity</i> or any right conferred or implied by law or statute, the <i>guarantor's</i> rights against the <i>debtor</i> in respect of any payment, cost, expense or anything else arising from or relating to this <i>guarantee and indemnity</i> are limited to the <i>Purchased Property</i> (except for any right of a member of the Superannuation Fund to damages against the Superannuation Trustee for a breach by the Superannuation Trustee of its duties as trustee). For example, if the <i>guarantor</i> will not be entitled to claim that amount from the <i>debtor</i> other than by recourse to the <i>Purchased Property</i> .
	3. OWN ENQUIRIES
	We make no warranty or representation in relation to the structure under which the <i>Property Trustee</i> and the <i>Superannuation Fund</i> has acquired the <i>Purchased Property</i> . The guarantor acknowledges that it has made its own enquiries in relation to the structure and has no claim whatsoever against us in relation to any aspect of the structure. For example, the guarantor has no claim against us if the entry of the structure, this <i>guarantee and indemnity</i> , or the transaction reflected by this <i>guarantee and indemnity</i> makes the <i>Superannuation Fund</i> non-complying with any law or regulation. We can enforce this <i>guarantee and indemnity</i> in full despite any such non compliance.
Security	The following security has been or is to be taken by us:
	N/A.

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#### ACCEPTANCE BY GUARANTOR

By signing this guarantee and indemnity you:

- 1 request us to enter into the *guaranteed* agreement or not to immediately enforce the *guaranteed* agreement and you agree to be bound by the terms of this *guarantee* and indemnity in consideration of us doing so;
- 2 acknowledge and accept that each mortgage and other security you have given or will give under "Security" extends to this guarantee and indemnity and that this guarantee and indemnity is therefore an agreement covered by each of those mortgages and other securities;
- 3 understand that the mortgaged or secured property will be at risk if you default under this guarantee and indemnity;
- 4 acknowledge that before signing this guarantee and indemnity you received and read a copy of the guaranteed

agreement made or to be made between the *debtor* and us and each mortgage and other security given or to be given by you;

- 5 acknowledge that you fully understand the nature and effect of this *guarantee and indemnity* and the consequences of entering into it;
- 6 acknowledge that you were given the opportunity to seek independent legal advice and that we recommended that you obtain such advice;
- 7 declare that you do not sign this acceptance as trustee, unless you have told us in writing; and
- 8 agree to notify us promptly in writing if you change your address.

Warning: If the debtor is under 18 years old, the courts might not let you sue the debtor if you have to pay amounts under this guarantee and indemnity (ie you may not be entitled to an indemnity against the debtor).

EXECUTED as a deed.

IMPORTANT				
BEFORE YOU SIGN	THINGS YOU MUST KNOW			
<ul> <li>READ THIS GUARANTEE DOCUMENT AND THE CREDIT CONTRACT DOCUMENT.</li> </ul>	<ul> <li>Understand that, by signing this guarantee, you may become personally responsible instead of, or as well as, the <i>debtor</i> to pay the amounts which the <i>debtor</i> owes and the reasonable expenses of the credit provider in enforcing the guarantee.</li> </ul>			
<ul> <li>You should also read the information statement: "THINGS YOU SHOULD KNOW ABOUT GUARANTEES."</li> </ul>	<ul> <li>If the <i>debtor</i> does not pay you must pay. This could mean you lose everything you own including your home.</li> </ul>			
<ul> <li>You should obtain independent legal advice.</li> </ul>	<ul> <li>You may be able to withdraw from this guarantee or limit your liability. Ask your legal adviser about this before you sign this guarantee.</li> </ul>			
<ul> <li>You should also consider obtaining independent financial advice.</li> <li>You should make your own inquiries about the credit worthiness, financial position and honesty of the <i>debtor</i>.</li> </ul>	You are not bound by a change to the credit contract, or by a new credit contract, that increases your liabilities under the guarantee unless you have agreed in writing and have been given written particulars of the change or a copy of the new credit contract document. This does not apply to liability within the limit agreed by you in writing in the circumstances set out in "Important notice" on the cover of this schedule.			
SIGNED, SEALED AND DELIVERED by DARREN LEE RYAN	SIGNED, SEALED AND DELIVERED by BRUCE GREGORY HUME			
I witnessed the above guarantor sign this document	I witnessed the above guarantor sign this documen			
Signature of witness	Signature of witness			
Name of witness (please print)	Name of witness (please print)			
Residential address of witness (please print)	Residential address of witness (please print)			

Date signed

Date signed



#### **Bank of Queensland Limited**

ABN 32 009 656 740 Level 6, 100 Skyring Terrace, Newstead QLD 4006

## **Unregulated Guarantee and Indemnity Schedule**

#### **IMPORTANT NOTICE**

- Before you sign this guarantee and indemnity we recommend that you obtain legal and financial advice from independent lawyers and accountants (or other financial advisers) on the effect of this guarantee and indemnity
- There are financial risks involved in entering into this guarantee and indemnity
- You can refuse to enter into this guarantee and indemnity
- You have the right to limit your liability in accordance with the Banking Code of Practice and as allowed by law
- You can request information from us about the transaction(s) or facility(s) related to this guarantee and indemnity
- This guarantee and indemnity may cover liability under a future credit contract or a variation of an existing credit contract to the extent the future credit contract or variation (together with with all other existing credit contracts secured by this guarantee and indemnity) is within a limit previously agreed by you. If you are an individual we may require you to agree for this to apply to a future credit contract
- This Schedule does not contain all of the terms and conditions of this *guarantee and indemnity*. Further terms and conditions are in the General Conditions

Guarantor: ACN Address:	RYAN & HUME BARE PTY LTD as bare trustee for FORTUNE STREET LRBA TRUST 167 285 627 Herron Accountants, Unit 1, 48 Flinders Parade North Lakes, Queensland, 4509
Bank (we/us): ABN: Address:	Bank of Queensland Limited 32 009 656 740 Level 6, 100 Skyring Terrace Newstead QLD 4006

SCHEDULE		
Debtor(s)	Debtor 1:	RYAN & HUME PTY LTD ACN 165 692 151 as trustee for RYAN & HUME SUPER FUND ABN 55 276 641 354
	Address:	Herron Accountants, Unit 1, 48 Flinders Parade, North Lakes, Queensland, 4509
Guaranteed agreement		y Agreement between the <i>debtor</i> and us on or about the date of this and indemnity as amended from time to time.

Australian Credit Licence Number 244616 Australian Financial Services Licence Number 244616

The <i>maximum amount</i> for each guarantor is the value, at the time of any enforcement or recovery, of those assets that are the subject of the <i>securities</i> set out below.

## Special conditions

1.

#### ADDITIONAL DEFINITIONS

**Property Trustee** means RYAN & HUME BARE PTY LTD ACN 167 285 627 as bare trustee for FORTUNE STREET LRBA TRUST;

Superannuation Fund means RYAN & HUME SUPER FUND ABN 55 276 641 354;

*Superannuation Trustee* means RYAN & HUME PTY LTD ACN 165 692 151 as trustee of the Superannuation Fund.

*Purchased Property* means 7/20 Fortune Street, Geebung, Queensland, 4034, more particularly described as Lot 7 on BUP 104590, contained in Certificate of Title Reference 50133922.

#### 2. LIMITATION OF LIABILITY

Despite any other provision of this *guarantee and indemnity* or of the mortgage granted by the *guarantor* over the Purchased Property:

- a) the guarantor's liability under this guarantee and indemnity is limited to the liability of the Superannuation Trustee under the guaranteed agreement made between the Superannuation Trustee and us on or about the date of this guarantee and indemnity in respect of a loan to purchase the Purchased Property;
- b) this guarantee and indemnity can only be enforced against the guarantor in respect of the purchased property, and we have no recourse against the guarantor under this guarantee and indemnity other than by exercising its rights against the Purchased Property.

#### 3. NO INDEMNITY

Despite any other provision of this *guarantee and indemnity* or any right conferred or implied by law or statute, the *guarantor's* rights against the *debtor* in respect of any payment, cost, expense or anything else arising from or relating to this *guarantee and indemnity* are limited to the *purchased property*. For example, if the *guarantor* pays any money to us in response to a demand for payment by us, the *guarantor* will not be entitled to claim that amount from the debtor other than by recourse to the *purchased property*.

#### 4. OWN ENQUIRIES

We make no warranty or representation in relation to the structure under which the *property trustee* and the *superannuation fund* has acquired the *purchased property*. The guarantor acknowledges that it has made its own enquiries in relation to the structure and has no claim whatsoever against us in relation to any aspect of the structure. For example, the guarantor has no claim against us if the entry of the structure, this *guarantee and indemnity*, or the transaction reflected by this *guarantee and indemnity* makes the *superannuation* fund non-complying with any law or regulation. We can enforce this *guarantee and indemnity* in full despite any such non compliance.

Security	The following <i>security</i> has been or is to be taken by us:
	<ul> <li>First Registered Mortgage provided by the Property Trustee over the Purchased Property.</li> </ul>
Credit provider	Bank of Queensland Limited ABN 32 009 656 740, its successors and assigns.

#### ACCEPTANCE BY GUARANTOR

By signing this guarantee and indemnity you:

- 1 request us to enter into the *guaranteed* agreement or not to immediately enforce the *guaranteed* agreement and you agree to be bound by the terms of this *guarantee* and indemnity in consideration of us doing so;
- 2 acknowledge and accept that each mortgage and other security you have given or will give under "Security" extends to this guarantee and indemnity and that this guarantee and indemnity is therefore an agreement covered by each of those mortgages and other securities;
- 3 understand that the mortgaged or secured property will be at risk if you default under this guarantee and indemnity;
- 4 acknowledge that before signing this guarantee and indemnity you received and read a copy of the guaranteed agreement made or to be made between the debtor and us and each mortgage and other security given or to be given by you;

- 5 acknowledge that you fully understand the nature and effect of this *guarantee and indemnity* and the consequences of entering into it;
- 6 acknowledge that you were given the opportunity to seek independent legal advice and that we recommended that you obtain such advice;
- 7 declare that you do not sign this acceptance as trustee, unless you have told us in writing; and
- 8 agree to notify us promptly in writing if you change your address.

Warning: If the debtor is under 18 years old, the courts might not let you sue the debtor if you have to pay amounts under this guarantee and indemnity (ie you may not be entitled to an indemnity against the debtor).

EXECUTED as a deed.

DATED: \_\_\_\_\_

**EXECUTED** by **RYAN & HUME BARE PTY LTD ACN 167 285 627** as bare trustee for FORTUNE STREET LRBA TRUST :

Signature of director

Name of director (block letters)

Signature of director/secretary

Name of director/secretary (block letters)

# Workpaper 30

# Herron Accountants



# **Bank Loan Reconciliation**

Client Name:	Ryan & Hume Su	per Fund		Period Ended:	30 June 2021
Client Code:	RYAN0005			Accountant:	Julie Fuller
				-	
Bank	BOQ Term Loan		Account No	*5538	
Balance per ba	ank statement	283,668.72	V		
Balance per M	YOB	283,668.72			
Variance		0.00			

Interest paid for the year

Month	Interest	Bank Charges
July August September October November December January February March April	028 52	25
May	928.52	25
June	956.90	25
	1,885.42	50.00



# **Transaction Update**

Bank of Queensland Limited ABN 32 009 656 740 Level 6, 100 Skyring Terrace, Newstead Qld 4006 GPO BOX 898, Brisbane QLD 4001 Tel +61 7 3212 3333 Fax +61 7 3212 3399 AFSL and ACL No. 244616

BUS TERM LOAN RES SECURITY Account Number: 23175538

> RYAN & HUME PTY LTD ATF RYAN & HUME PTY SUPER FUND 6 BRODERS STREET BRACKEN RIDGE QLD 4017

Printed: 20 Pages: 1

20/07/2021 1

 From:
 28/04/2021

 To:
 20/07/2021

Date	Description	Debit	Credit	Balance
28/04/2021	Opening Balance			\$0.00
28/04/2021	Pending Disb	\$286,000.00		-\$286,000.00
27/05/2021	Capitalisation Bch-33100481 Effective Date: 28/05/2021	\$928.52		-\$286,928.52
28/05/2021	Loan Service Fee Bch-65548481	\$25.00		-\$286,953.52
03/06/2021	Tfr From 022125705 Tfr From 022125705 lb2-86799630		\$2,133.35	-\$284,820.17
27/06/2021	Capitalisation Bch-74699610 Effective Date: 28/06/2021	\$956.90		-\$285,777.07
28/06/2021	Transfer Transfer Bch-97122901		\$2,133.35	-\$283,643.72
28/06/2021	Loan Service Fee Bch-22219701	\$25.00		-\$283,668.72

NOTE: THIS IS NOT A STATEMENT OF ACCOUNT, YOUR FORMAL STATEMENT WILL BE MAILED WHEN DUE OR CAN BE ORDERED IF REQUIRED.

# Ryan & Hume Super Fund Contributions Breakdown Report

For The Period 01 July 2020 - 30 June 2021

#### Summary

Member	D.O.B	Age (at 30/06/2020)	Total Super Balance (at 30/06/2020) *1	Concessional	Non-Concessional	Other	Reserves	Total
Hume, Bruce	Provided	46	379,752.17	25,000.00	0.00	0.00	0.00	25,000.00
Ryan, Darren	Provided	50	379,913.90	25,000.00	0.00	0.00	0.00	25,000.00
All Members			-	50,000.00	0.00	0.00	0.00	50,000.00

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

## **Contribution Caps**

Member	Contribution Type	Contributions	Сар	Current Position
Hume, Bruce	Concessional	25,000.00	25,000.00	At Limit
	Non-Concessional	0.00	100,000.00	100,000.00 Below Cap
Ryan, Darren	Concessional	25,000.00	25,000.00	At Limit
	Non-Concessional	0.00	100,000.00	100,000.00 Below Cap

# Carry Forward Unused Concessional Contribution Cap

Member	2016	2017	2018	2019	2020	2021	<b>Current Position</b>
Hume, Bruce							
Concessional Contribution Cap	30,000.00	30,000.00	25,000.00	25,000.00	25,000.00	25,000.00	
Concessional Contribution	24,256.00	27,590.50	21,054.62	19,050.61	30,949.39	25,000.00	
Unused Concessional Contribution	0.00	0.00	0.00	5,949.39	0.00	0.00	
Cumulative Carry Forward Unused	N/A	N/A	N/A	0.00	5,949.39	0.00	
Maximum Cap Available	30,000.00	30,000.00	25,000.00	25,000.00	30,949.39	25,000.00	At Limit
Total Super Balance	0.00	0.00	223,371.38	314,027.34	349,082.20	379,752.17	

## Ryan, Darren

Concessional Contribution Cap	30,000.00	30,000.00	25,000.00	25,000.00	25,000.00	25,000.00	
Concessional Contribution	24,256.00	27,590.50	19,817.00	17,064.00	32,936.00	25,000.00	
Unused Concessional Contribution	0.00	0.00	0.00	7,936.00	0.00	0.00	
Cumulative Carry Forward Unused	N/A	N/A	N/A	0.00	7,936.00	0.00	
Maximum Cap Available	30,000.00	30,000.00	25,000.00	25,000.00	32,936.00	25,000.00	At Limit
Total Super Balance	0.00	0.00	225,013.84	314,970.88	348,223.74	379,913.90	

# NCC Bring Forward Caps

Member	Bring Forward Cap	2018	2019	2020	2021	Total	Current Position
Hume, Bruce	N/A	0.00	0.00	0.00	0.00	N/A	Bring Forward Not Triggered
Ryan, Darren	N/A	0.00	0.00	0.00	0.00	N/A	Bring Forward Not Triggered

## Hume, Bruce

			Ledger D	ata				SuperSt	ream Data		
Date	Transaction Description	Contribution Type	Concessional	Non- Concession	Other	Reserves	Contribution	Employer	Concessional	Non- Concess	Other
10/07/2020	TFR FROM 020220577	Employer	25,000.00								
Total - Hume	e, Bruce		25,000.00	0.00	0.00	0.00			0.00	0.00	0.00

# Ryan, Darren

			Ledger D	ata				SuperS	tream Data		
Date	Transaction Description	Contribution Type	Concessional	Non- Concession	Other	Reserves	Contribution	Employer	Concessional	Non- Concess	Other
10/07/2020	TFR FROM 020220577	Employer	25,000.00								
Total - Ryan,	, Darren		25,000.00	0.00	0.00	0.00			0.00	0.00	0.00

Total for All Members	50,000.00	0.00	0.00	0.00

# General Ledger [Detail]

July 2020 To June 2021

ABN: 30 069 491 005 Email: grj@goldriver.com.au

ID No.	Src	Date	Memo	Debit	Credit Job N	lo. Net Activity	Ending Balance	
6-2025 Beginning E	Balance	•	ssociated persons		Darren			
EFT	CD	10/07/2020	DM TFR TO ACCOUNT 02	\$25,000.00	Darren		\$25,000.00	
			Total :	\$25,000.00	\$0.00	\$25,000.00	\$25,000.00	V
			Grand Total :	\$25,000.00	\$0.00			

Split of \$25,000:

RESC	\$22,831.05 - see Payment Summary for Darren Ryan
SG	\$2,168.95 - 9.5% of RESC
Total	\$25,000.00

# Goldriver Jewellers North Lakes Pty Ltd 53 Endeavour Blvd

# North Lakes QLD 4509

General Ledger [Detail] July 2020 To June 2021

ABN: 34 167 994 836 Email: admin@goldriver.com.au

ID No.	Src	Date Memo	Debit	Credit Job No.	Net Activity	Ending Balance	
6-4800 Beginning Bal	ance:	Superannuat -associated person \$0.00					
GJ000032 GJ	30/09/2020 To remove from Bruce's k	\$25,000.00			\$25,000.00		
		Total :	\$25,000.00	\$0.00	\$25,000.00	\$25,000.00	V
		Grand Total :	\$25,000.00	\$0.00			_

 Split of \$25,000:

 RESC
 \$22,831.05 - see Payment Summary for Darren Ryan

 SG
 \$2,168.95 - 9.5% of RESC

 Total
 \$25,000.00



\* Year-End Adjustments Page 1 of 1



# Deed of Amendment of Superannuation Trust Deed for a Self-Managed Fund

Ryan & Hume Pty Ltd Trustee

#### rouselawyers.com.au

Level 2, 22 Wandoo Street Fortitude Valley Qld 4006 Locked Bag 22 Fortitude Valley BC Qld 4006 T 07 3648 9900 F 07 3648 9911 E admin@rouselawyers.com.au

Deed of Appointment and Retirement of Trustee

# Deed of Amendment of Superannuation Trust Deed for a Self-Managed Fund made on 25 Mav M 2021.

## Parties

Ryan & Hume Pty Ltd ACN 165 692 151 (Trustee)

## Background

- A. The Principal established the Fund.
- B. The Trust Deed of the Fund has been amended by the Amending Deed(s).
- C. The Trustee may vary the Trust Deed.

## **Operative provisions**

# 1. Definitions

In this Deed, the following terms shall have the following meanings unless the context otherwise requires:

- 1.1 Amending Deeds means the deeds contained in Schedule 2 to this Deed.
- 1.2 **Deed** means this document which is executed and delivered as a deed.
- 1.3 **Deed Date** means the date inserted at the top of this page or (if no date) then the date upon which the last of the parties to this Deed executed and delivered this Deed to the other parties.
- 1.4 Effective Date means the Deed Date.
- 1.5 Fund means the Ryan & Hume Super Fund.
- 1.6 Principal means Bruce Gregory Hume.
- 1.7 Trust Deed means the deed contained in Schedule 1 to this Deed.
- 1.8 **Trustee** means the trustee or trustees of the Fund from time to time and, where there is more than one Trustee, means each of them severally and all of them jointly.

### 2. Operative Terms

- 2.1 Subject to clauses 190 to 192 of the Trust Deed, clause 189 of the Trust Deed empowers the Trustee to vary the Trust Deed.
- 2.2 The variation of the Trust Deed, as contemplated by clause 2.3 of this Deed, is not limited by the operation of clauses 190 to 192 of the Trust Deed.
- 2.3 The Trustee varies clause 189 of the Trust Deed on and from the Effective Date by:
  - removing the first sentence of clause 189 which reads "Subject to clauses 190 to 192, the trustee may vary this deed either prospectively or retrospectively.";
  - (b) replacing the first sentence of clause 189 by inserting the following sentence "Subject to clauses 190 to 192, the trustee may vary this deed prospectively.";

Deed of Appointment and Retirement of Trustee

2.4 The Trustee warrants that the Amending Deeds constitute the entirety of amendments made to the Trust Deed and that the Deed is a copy of the original Deed.

# 3. Governing Jurisdiction

3.1 This document is governed by and is to be construed in accordance with the laws of Queensland.

# Executed as a deed

Signed sealed and delivered by RYAN & HUME PTY LTD ACN 165 692 151 as Trustee in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

Signature

Director – Bruce Gregory Hume

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Date

Signed sealed and delivered by RYAN & HUME PTY LTD ACN 165 692 151 as Trustee in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

Signature

Director - Darren Lee Ryan

Date

Schedule 1 Trust Deed

# Schedule 2 Amending Deeds

. .

# Ryan & Hume Pty Ltd as trustee for the Ryan & Hume Super Fund ("Fund")

# **Circular Resolution of Trustee**

As trustee of the Fund, the following resolutions are recorded:

# Resolutions

It is noted that:

- 1. The trustee adopts the tabled Deed of Amendment of Superannuation Trust Deed for a Self-Managed Fund ("**Deed of Amendment**") made on 25 March 2021.
- 2. The trustee executes the Deed of Amendment.

## Closure

There is no further business to be conducted.

Signed as a true and accurate record.

Bruce Gregory Hume -Director

Date: 2532021

Darren Lee Ryan -Director

Date: 253 2021