

Compliance Workpapers

Transcend SF

Financial Year - 2023



Fund Details

Fund Name	Transcend SF
Contact no	0438387482
Financial Year	2023
Established Date	22/02/2023
ABN	79 957 072 479
TFN	296085300
Trustee Type	Corporate
Trustees	Transcend Super Pty Ltd
ACN	665964081

Review Points

Statement of Financial Position

Assets	Qty	2023	2022	Change (\$)	Change (%)	
Investments	0.00	758,000.00	0.00	758,000.00	100.00	WP-1 WP-2
Direct Property	0.00	758,000.00	0.00	758,000.00	100.00	WP-1
34 Capricorn Drive Pacific Pines QLD 4211	1.00	758,000.00	0.00	758,000.00	100.00	
Other Assets	0.00	142,105.70	0.00	142,105.70	100.00	
Cash At Bank	0.00	140,112.84	0.00	140,112.84	100.00	WP-1
CBA Bank Account	0.00	140,112.84	0.00	140,112.84	100.00	
Receivables	0.00	1,992.86	0.00	1,992.86	100.00	WP-1
Investment Income Receivable	0.00	1,992.86	0.00	1,992.86	100.00	
Rent	0.00	1,992.86	0.00	1,992.86	100.00	
Direct Property	0.00	1,992.86	0.00	1,992.86	100.00	
34 Capricorn Drive Pacific Pines QLD 4211	0.00	1,992.86	0.00	1,992.86	100.00	
Total Assets	0.00	900,105.70	0.00	900,105.70	100.00	

Liabilities	Qty	2023	2022	Change (\$)	Change (%)	
Borrowings	0.00	605,366.22	0.00	605,366.22	100.00	
Limited Recourse Borrowing Arrangement	0.00	605,366.22	0.00	605,366.22	100.00	WP-1 WP-2
Loans.com.au	0.00	605,366.22	0.00	605,366.22	100.00	
Income Tax Payable	0.00	538.20	0.00	538.20	100.00	WP-1 WP-2

Liabilities	Qty	2023	2022	Change (\$)	Change (%)	
Provision for Income Tax	0.00	538.20	0.00	538.20	100.00	
Other Creditors and Accruals	0.00	2,200.00	0.00	2,200.00	100.00	
Sundry Liabilities	0.00	2,200.00	0.00	2,200.00	100.00	WP-1
Sundry Creditor	0.00	2,200.00	0.00	2,200.00	100.00	
Total Liabilities	0.00	608,104.42	0.00	608,104.42	100.00	

Member Entitlements	Qty	2023	2022	Change (\$)	Change (%)	
Member Entitlement Accounts	0.00	292,001.28	0.00	292,001.28	100.00	WP-1 WP-2
Mr Andrew Butlin	0.00	105,202.19	0.00	105,202.19	100.00	
Accumulation	0.00	105,202.19	0.00	105,202.19	100.00	
Mrs Stefanie Butlin	0.00	186,799.09	0.00	186,799.09	100.00	
Accumulation	0.00	186,799.09	0.00	186,799.09	100.00	
Total Member Entitlements	0.00	292,001.28	0.00	292,001.28	100.00	

Operating Statement

Income	2023	2022	Change (\$)	Change (%)	
Investment Income	1,992.86	0.00	1,992.86	100.00	WP-1 WP-2
Rent	1,992.86	0.00	1,992.86	100.00	WP-1
Direct Property	1,992.86	0.00	1,992.86	100.00	
34 Capricorn Drive Pacific Pines QLD 4211	1,992.86	0.00	1,992.86	100.00	
Member Receipts	321,580.78	0.00	321,580.78	100.00	
Contributions	6,955.69	0.00	6,955.69	100.00	WP-1
Employer	6,955.69	0.00	6,955.69	100.00	
Mr Andrew Butlin	5,475.24	0.00	5,475.24	100.00	
Mrs Stefanie Butlin	1,480.45	0.00	1,480.45	100.00	
Rollovers In	314,625.09	0.00	314,625.09	100.00	
Mr Andrew Butlin	113,170.68	0.00	113,170.68	100.00	WP-1 WP-2
Mrs Stefanie Butlin	201,454.41	0.00	201,454.41	100.00	WP-1 WP-2
Total Income	323,573.64	0.00	323,573.64	100.00	
Expenses	2023	2022	Change (\$)	Change (%)	
Investment Losses	21,934.68	0.00	21,934.68	100.00	
Decrease in Market Value	21,934.68	0.00	21,934.68	100.00	WP-1
Direct Property	21,934.68	0.00	21,934.68	100.00	
34 Capricorn Drive Pacific Pines QLD 4211	21,934.68	0.00	21,934.68	100.00	

Expenses	2023	2022	Change (\$)	Change (%)	
Other Expenses	9,099.48	0.00	9,099.48	100.00	
Bank Fees	640.00	0.00	640.00	100.00	WP-1
Limited Recourse Borrowing Arrangement	640.00	0.00	640.00	100.00	
Loans.com.au	640.00	0.00	640.00	100.00	
Establishment Fee	3,740.00	0.00	3,740.00	100.00	WP-1 WP-2
Property Expenses	4,719.48	0.00	4,719.48	100.00	WP-1 WP-2
Insurance Premium	1,402.48	0.00	1,402.48	100.00	WP-1
Direct Property	1,402.48	0.00	1,402.48	100.00	
34 Capricorn Drive Pacific Pines QLD 4211	1,402.48	0.00	1,402.48	100.00	
Legal Fees	979.00	0.00	979.00	100.00	WP-1
Direct Property	979.00	0.00	979.00	100.00	
34 Capricorn Drive Pacific Pines QLD 4211	979.00	0.00	979.00	100.00	
Pest Control	550.00	0.00	550.00	100.00	WP-1
Direct Property	550.00	0.00	550.00	100.00	
34 Capricorn Drive Pacific Pines QLD 4211	550.00	0.00	550.00	100.00	
Settlement Agent Fees	1,558.00	0.00	1,558.00	100.00	WP-1 WP-2
Direct Property	1,558.00	0.00	1,558.00	100.00	
34 Capricorn Drive Pacific Pines QLD 4211	1,558.00	0.00	1,558.00	100.00	
Sundry Expenses	230.00	0.00	230.00	100.00	WP-1

Expenses	2023	2022	Change (\$)	Change (%)	
Limited Recourse Borrowing Arrangement	230.00	0.00	230.00	100.00	
Loans.com.au	230.00	0.00	230.00	100.00	
Total Expenses	31,034.16	0.00	31,034.16	100.00	
Income Tax	2023	2022	Change (\$)	Change (%)	
Income Tax Expense	538.20	0.00	538.20	100.00	WP-1 WP-2
Income Tax Expense	538.20	0.00	538.20	100.00	
Total Income Tax	538.20	0.00	538.20	100.00	
Net Profit(Loss) Total	292,001.28	0.00			

Lump Sum Payment - Good to Go

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

Work Test - Good to Go

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

Contribution Cap Limit

		Current Status : Good to Go Prior Status : N/A	Prepared By : N/A	Reviewed By : N/A
Current Year Contributions			Concessional	Non-Concessional
<p>Mr Andrew Butlin Date of Birth: 09/08/1985 (Age: 36 at 30/06/2023)</p>				
	Caps		27,500.00	110,000.00
	Cumulative available unused cap		102,500.00	0.00
	Maximum cap available		130,000.00	110,000.00
	Contributions made (to this fund)		5,475.24	0.00
	Contributions made (to other fund)		0.00	0.00
	Contributions as allocated		5,475.24	0.00
	Amount above caps		0.00	0.00
<p>Mrs Stefanie Butlin Date of Birth: 18/03/1987 (Age: 35 at 30/06/2023)</p>				
	Caps		27,500.00	110,000.00
	Cumulative available unused cap		102,500.00	0.00
	Maximum cap available		130,000.00	110,000.00
	Contributions made (to this fund)		1,480.45	0.00
	Contributions made (to other fund)		0.00	0.00
	Contributions as allocated		1,480.45	0.00
	Amount above caps		0.00	0.00

Negative Balance - Good to Go

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

Contra Bank Entries - Good to Go

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

Benefits Paid to Member < 60 - Good to Go

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

Retirement Condition - Good to Go

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

Market Value - Not Applicable

The system did not find any data to process.

Pension Limit - Not Applicable

The system did not find any data to process.

Tax Effective Allocation of Pension Payment (Member Level) - Not Applicable

The system did not find any data to process.

Preservation Components for Member above 65 - Not Applicable

The system did not find any data to process.

Preservation Components - Not Applicable

The system did not find any data to process.

Tax Component Verification (Accumulation) - Not Applicable

The system did not find any data to process.

Tax Component Verification (Pension) - Not Applicable

The system did not find any data to process.

Income Comparison - Not Applicable

The system did not find any data to process.

Tax Effective Allocation of Pension Payment (Pension Account Level) - Not Applicable

The system did not find any data to process.

General Ledger

Date	Description	Quantity	Debits	Credits	Balance
Member Receipts / Rollovers In / Mr Andrew Butlin					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
31/03/2023	Rollover In	0.00	0.00	113,170.68	113,170.68
30/06/2023	Closing Balance	0.00	0.00	0.00	113,170.68
Member Receipts / Rollovers In / Mrs Stefanie Butlin					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
26/04/2023	Rollover In	0.00	0.00	201,454.41	201,454.41
30/06/2023	Closing Balance	0.00	0.00	0.00	201,454.41
Member Receipts / Employer / Mr Andrew Butlin					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
24/04/2023	Employer Contribution: FLEETWOOD WEST	0.00	0.00	1,461.88	1,461.88
26/05/2023	Employer Contribution: FLEETWOOD WEST	0.00	0.00	2,006.68	3,468.56
23/06/2023	Employer Contribution: FLEETWOOD WEST	0.00	0.00	2,006.68	5,475.24
30/06/2023	Closing Balance	0.00	0.00	0.00	5,475.24
Member Receipts / Employer / Mrs Stefanie Butlin					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
05/05/2023	Employer Contribution: BOEING DEFENCE AUSTRALIA LTD	0.00	0.00	269.43	269.43
19/05/2023	Employer Contribution: BOEING DEFENCE AUSTRALIA LTD	0.00	0.00	269.43	538.86

Date	Description	Quantity	Debits	Credits	Balance
02/06/2023	Employer Contribution: BOEING DEFENCE AUSTRALIA LTD	0.00	0.00	269.43	808.29
16/06/2023	Employer Contribution: BOEING DEFENCE AUSTRALIA LTD	0.00	0.00	133.30	941.59
30/06/2023	Employer Contribution: BOEING DEFENCE AUSTRALIA LTD	0.00	0.00	538.86	1,480.45
30/06/2023	Closing Balance	0.00	0.00	0.00	1,480.45
Investment Income / Rent / Direct Property / 34 Capricorn Drive Pacific Pines QLD 4211					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Rental Statement	0.00	0.00	1,992.86	1,992.86
30/06/2023	Closing Balance	0.00	0.00	0.00	1,992.86
Other Expenses / Bank Fees / Limited Recourse Borrowing Arrangement / Loans.com.au					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
19/06/2023	Withdrawal Firstmac Services	0.00	640.00	0.00	640.00
30/06/2023	Closing Balance	0.00	0.00	0.00	640.00
Other Expenses / Establishment Fee					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
12/04/2023	Transfer To smsf australia Pty Ltd	0.00	1,540.00	0.00	1,540.00
30/06/2023	Establishment Fee	0.00	2,200.00	0.00	3,740.00
30/06/2023	Closing Balance	0.00	0.00	0.00	3,740.00
Other Expenses / Insurance Premium / Direct Property / 34 Capricorn Drive Pacific Pines QLD 4211					

Date	Description	Quantity	Debits	Credits	Balance
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
26/04/2023	119408863092019780 BUDGET DIRECT	0.00	1,402.48	0.00	1,402.48
30/06/2023	Closing Balance	0.00	0.00	0.00	1,402.48
Other Expenses / Property Expenses / Legal Fees / Direct Property / 34 Capricorn Drive Pacific Pines QLD 4211					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/05/2023	Transfer To kruse legal CommBank Ap	0.00	979.00	0.00	979.00
30/06/2023	Closing Balance	0.00	0.00	0.00	979.00
Other Expenses / Property Expenses / Pest Control / Direct Property / 34 Capricorn Drive Pacific Pines QLD 4211					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
19/04/2023	Transfer To premier building report	0.00	550.00	0.00	550.00
30/06/2023	Closing Balance	0.00	0.00	0.00	550.00
Other Expenses / Property Expenses / Settlement Agent Fees / Direct Property / 34 Capricorn Drive Pacific Pines QLD 4211					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
19/04/2023	Transfer To Krg conveyancing Centre	0.00	311.01	0.00	311.01
19/06/2023	Settlement Agent Fees	0.00	1,246.99	0.00	1,558.00
30/06/2023	Closing Balance	0.00	0.00	0.00	1,558.00
Other Expenses / Property Expenses / Sundry Expenses / Limited Recourse Borrowing Arrangement / Loans.com.au					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
19/04/2023	Transfer To Firstmac Services NetBa	0.00	230.00	0.00	230.00
30/06/2023	Closing Balance	0.00	0.00	0.00	230.00

Date	Description	Quantity	Debits	Credits	Balance
Investment Losses / Decrease in Market Value / Direct Property / 34 Capricorn Drive Pacific Pines QLD 4211					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Market Value Adjustment	0.00	21,934.68	0.00	21,934.68
30/06/2023	Closing Balance	0.00	0.00	0.00	21,934.68
Income Tax Expense / Income Tax Expense					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
24/04/2023	Fund Income Tax	0.00	219.28	0.00	219.28
05/05/2023	Fund Income Tax	0.00	40.41	0.00	259.69
19/05/2023	Fund Income Tax	0.00	40.41	0.00	300.10
26/05/2023	Fund Income Tax	0.00	301.00	0.00	601.10
02/06/2023	Fund Income Tax	0.00	40.41	0.00	641.51
16/06/2023	Fund Income Tax	0.00	20.00	0.00	661.51
23/06/2023	Fund Income Tax	0.00	301.00	0.00	962.51
30/06/2023	Fund Income Tax	0.00	0.00	505.14	457.37
30/06/2023	Fund Income Tax	0.00	80.83	0.00	538.20
30/06/2023	Closing Balance	0.00	0.00	0.00	538.20
Investments - 34 Capricorn Drive Pacific Pines QLD 4211					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
17/04/2023	Property Purchase	1.00	758,000.00	0.00	758,000.00
19/06/2023	Legal Fees	0.00	27,135.00	0.00	785,135.00

Date	Description	Quantity	Debits	Credits	Balance
19/06/2023	Other Rental Related Income	0.00	0.00	8,101.57	777,033.43
19/06/2023	Title Fees	0.00	2,901.25	0.00	779,934.68
30/06/2023	Market Value Adjustment	0.00	0.00	21,934.68	758,000.00
30/06/2023	Closing Balance	1.00	0.00	0.00	758,000.00
Cash At Bank - CBA Bank Account					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
31/03/2023	HESTA	0.00	113,170.68	0.00	113,170.68
12/04/2023	Transfer To smsf australia Pty Ltd	0.00	0.00	1,540.00	111,630.68
17/04/2023	Transfer To Results not Promises Pt	0.00	0.00	5,000.00	106,630.68
19/04/2023	Transfer To Firstmac Services NetBa	0.00	0.00	230.00	106,400.68
19/04/2023	Transfer To Krg conveyancing Centre	0.00	0.00	311.01	106,089.67
19/04/2023	Transfer To premier building report	0.00	0.00	550.00	105,539.67
24/04/2023	QUICKSPR3460513706 QUICKSUPER	0.00	1,461.88	0.00	107,001.55
26/04/2023	119408863092019780 BUDGET DIRECT	0.00	0.00	1,402.48	105,599.07
26/04/2023	800000001914989130 AUSTRALIANSUPER	0.00	201,454.41	0.00	307,053.48
05/05/2023	QUICKSPR3469734771 QUICKSUPER	0.00	269.43	0.00	307,322.91
07/05/2023	Transfer To Results Not Promises Pt	0.00	0.00	20,000.00	287,322.91
09/05/2023	Transfer To Results not promises pt	0.00	0.00	10,000.00	277,322.91
19/05/2023	QUICKSPR3480428947 QUICKSUPER	0.00	269.43	0.00	277,592.34
26/05/2023	QUICKSPR3485565398 QUICKSUPER	0.00	2,006.68	0.00	279,599.02

Date	Description	Quantity	Debits	Credits	Balance
30/05/2023	Transfer To kruse legal CommBank Ap	0.00	0.00	979.00	278,620.02
02/06/2023	QUICKSPR3491088675 QUICKSUPER	0.00	269.43	0.00	278,889.45
14/06/2023	Transfer To Krg conveyancing Centre	0.00	0.00	100,000.00	178,889.45
15/06/2023	Transfer To Krg conveyancing Centre	0.00	0.00	44,181.67	134,707.78
16/06/2023	QUICKSPR3501561512 QUICKSUPER	0.00	133.30	0.00	134,841.08
19/06/2023	Settlement Refund Pexa Settlement	0.00	3,760.00	0.00	138,601.08
23/06/2023	QUICKSPR3506752464 QUICKSUPER	0.00	2,006.68	0.00	140,607.76
28/06/2023	10231831L49 FMC	0.00	0.00	1,033.78	139,573.98
30/06/2023	QUICKSPR3512076012 QUICKSUPER	0.00	538.86	0.00	140,112.84
30/06/2023	Closing Balance	0.00	0.00	0.00	140,112.84
Other Assets - Unsettled Trades / Acquisitions / Direct Property / 34 Capricorn Drive Pacific Pines QLD 4211					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
17/04/2023	Property Deposit Paid	0.00	5,000.00	0.00	5,000.00
17/04/2023	Property Purchase	0.00	0.00	758,000.00	753,000.00
07/05/2023	Property Deposit Paid	0.00	20,000.00	0.00	733,000.00
09/05/2023	Property Deposit Paid	0.00	10,000.00	0.00	723,000.00
14/06/2023	Purchase Settlement Paid	0.00	99,832.88	0.00	623,167.12
15/06/2023	Purchase Settlement Paid	0.00	44,107.84	0.00	579,059.28
19/06/2023	Legal Fees	0.00	0.00	27,135.00	606,194.28
19/06/2023	Other Rental Related Income	0.00	8,101.57	0.00	598,092.71

Date	Description	Quantity	Debits	Credits	Balance
19/06/2023	Purchase Settlement Paid	0.00	0.00	3,753.72	601,846.43
19/06/2023	Purchase Settlement Paid	0.00	604,747.68	0.00	2,901.25
19/06/2023	Title Fees	0.00	0.00	2,901.25	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Unsettled Trades / Acquisitions / Limited Recourse Borrowing Arrangement / Loans.com.au					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
19/06/2023	Withdrawal Firstmac Assets Pty Ltd Pexa Funding Account	0.00	0.00	605,760.00	605,760.00
19/06/2023	Withdrawal Firstmac Assets Pty Ltd Pexa Funding Account	0.00	605,760.00	0.00	0.00
19/06/2023	Withdrawal Firstmac Services	0.00	0.00	640.00	640.00
19/06/2023	Withdrawal Firstmac Services	0.00	640.00	0.00	0.00
28/06/2023	Credit from 065115 10519675	0.00	0.00	1,033.78	1,033.78
28/06/2023	Credit from 065115 10519675	0.00	1,033.78	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Unsettled Trades / Acquisitions / Sundry Liabilities / Sundry Creditor					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Establishment fee - to be reimbursed	0.00	0.00	2,200.00	2,200.00
30/06/2023	Establishment fee - to be reimbursed	0.00	2,200.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Receivables / Investment Income Receivable / Rent / Direct Property / 34 Capricorn Drive Pacific Pines QLD 4211					

Date	Description	Quantity	Debits	Credits	Balance
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Rental Statement	0.00	1,992.86	0.00	1,992.86
30/06/2023	Closing Balance	0.00	0.00	0.00	1,992.86
Other Assets - Receivables / Member Income Receivable / Rollovers In / Mr Andrew Butlin					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
31/03/2023	Rollover In	0.00	113,170.68	0.00	113,170.68
31/03/2023	RolloverIn Received	0.00	0.00	113,170.68	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Receivables / Member Income Receivable / Rollovers In / Mrs Stefanie Butlin					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
26/04/2023	Rollover In	0.00	201,454.41	0.00	201,454.41
26/04/2023	RolloverIn Received	0.00	0.00	201,454.41	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Receivables / Member Income Receivable / Mr Andrew Butlin					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
24/04/2023	Contribution Received	0.00	0.00	1,461.88	1,461.88
24/04/2023	Employer Contribution: FLEETWOOD WEST	0.00	1,461.88	0.00	0.00
26/05/2023	Contribution Received	0.00	0.00	2,006.68	2,006.68
26/05/2023	Employer Contribution: FLEETWOOD WEST	0.00	2,006.68	0.00	0.00
23/06/2023	Contribution Received	0.00	0.00	2,006.68	2,006.68

Date	Description	Quantity	Debits	Credits	Balance
23/06/2023	Employer Contribution: FLEETWOOD WEST	0.00	2,006.68	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Receivables / Member Income Receivable / Mrs Stefanie Butlin					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
05/05/2023	Contribution Received	0.00	0.00	269.43	269.43
05/05/2023	Employer Contribution: BOEING DEFENCE AUSTRALIA LTD	0.00	269.43	0.00	0.00
19/05/2023	Contribution Received	0.00	0.00	269.43	269.43
19/05/2023	Employer Contribution: BOEING DEFENCE AUSTRALIA LTD	0.00	269.43	0.00	0.00
02/06/2023	Contribution Received	0.00	0.00	269.43	269.43
02/06/2023	Employer Contribution: BOEING DEFENCE AUSTRALIA LTD	0.00	269.43	0.00	0.00
16/06/2023	Contribution Received	0.00	0.00	133.30	133.30
16/06/2023	Employer Contribution: BOEING DEFENCE AUSTRALIA LTD	0.00	133.30	0.00	0.00
30/06/2023	Contribution Received	0.00	0.00	538.86	538.86
30/06/2023	Employer Contribution: BOEING DEFENCE AUSTRALIA LTD	0.00	538.86	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Bank Fees / Limited Recourse Borrowing Arrangement / Loans.com.au					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
19/06/2023	Withdrawal Firstmac Services	0.00	0.00	640.00	640.00

Date	Description	Quantity	Debits	Credits	Balance
19/06/2023	Withdrawal Firstmac Services	0.00	640.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Establishment Fee					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
12/04/2023	Transfer To smsf australia Pty Ltd	0.00	0.00	1,540.00	1,540.00
12/04/2023	Transfer To smsf australia Pty Ltd	0.00	1,540.00	0.00	0.00
30/06/2023	Establishment Fee	0.00	0.00	2,200.00	2,200.00
30/06/2023	Establishment Fee	0.00	2,200.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Insurance Premium / Direct Property / 34 Capricorn Drive Pacific Pines QLD 4211					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
26/04/2023	119408863092019780 BUDGET DIRECT	0.00	0.00	1,402.48	1,402.48
26/04/2023	119408863092019780 BUDGET DIRECT	0.00	1,402.48	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Property Expenses / Legal Fees / Direct Property / 34 Capricorn Drive Pacific Pines QLD 4211					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/05/2023	Transfer To kruse legal CommBank Ap	0.00	0.00	979.00	979.00
30/05/2023	Transfer To kruse legal CommBank Ap	0.00	979.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Property Expenses / Pest Control / Direct Property / 34 Capricorn Drive Pacific Pines QLD 4211					

Date	Description	Quantity	Debits	Credits	Balance
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
19/04/2023	Transfer To premier building report	0.00	0.00	550.00	550.00
19/04/2023	Transfer To premier building report	0.00	550.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00

Other Creditors and Accruals / Property Expenses / Settlement Agent Fees / Direct Property / 34 Capricorn Drive Pacific Pines QLD 4211

01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
19/04/2023	Transfer To Krg conveyancing Centre	0.00	0.00	311.01	311.01
19/04/2023	Transfer To Krg conveyancing Centre	0.00	311.01	0.00	0.00
14/06/2023	Purchase Settlement Paid	0.00	167.12	0.00	167.12
15/06/2023	Purchase Settlement Paid	0.00	73.83	0.00	240.95
19/06/2023	Purchase Settlement Paid	0.00	0.00	6.28	234.67
19/06/2023	Purchase Settlement Paid	0.00	1,012.32	0.00	1,246.99
19/06/2023	Settlement Agent Fees	0.00	0.00	1,246.99	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00

Other Creditors and Accruals / Property Expenses / Sundry Expenses / Limited Recourse Borrowing Arrangement / Loans.com.au

01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
19/04/2023	Transfer To Firstmac Services NetBa	0.00	0.00	230.00	230.00
19/04/2023	Transfer To Firstmac Services NetBa	0.00	230.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00

Other Creditors and Accruals / Sundry Liabilities / Sundry Creditor

Date	Description	Quantity	Debits	Credits	Balance
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Establishment fee - to be reimbursed	0.00	0.00	2,200.00	2,200.00
30/06/2023	Closing Balance	0.00	0.00	0.00	2,200.00
Borrowings / Limited Recourse Borrowing Arrangement / Loans.com.au					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
19/06/2023	Withdrawal Firstmac Assets Pty Ltd Pexa Funding Account	0.00	0.00	605,760.00	605,760.00
19/06/2023	Withdrawal Firstmac Services	0.00	0.00	640.00	606,400.00
28/06/2023	Credit from 065115 10519675	0.00	1,033.78	0.00	605,366.22
30/06/2023	Closing Balance	0.00	0.00	0.00	605,366.22
Income Tax Payable / Provision for Income Tax					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
24/04/2023	Tax Effect Of Income	0.00	0.00	219.28	219.28
05/05/2023	Tax Effect Of Income	0.00	0.00	40.41	259.69
19/05/2023	Tax Effect Of Income	0.00	0.00	40.41	300.10
26/05/2023	Tax Effect Of Income	0.00	0.00	301.00	601.10
02/06/2023	Tax Effect Of Income	0.00	0.00	40.41	641.51
16/06/2023	Tax Effect Of Income	0.00	0.00	20.00	661.51
23/06/2023	Tax Effect Of Income	0.00	0.00	301.00	962.51
30/06/2023	Tax Effect Of Income	0.00	0.00	80.83	1,043.34

Date	Description	Quantity	Debits	Credits	Balance
30/06/2023	Tax Effect Of Income	0.00	505.14	0.00	538.20
30/06/2023	Closing Balance	0.00	0.00	0.00	538.20
Fund Suspense / CBA Bank Account					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
31/03/2023	HESTA	0.00	0.00	113,170.68	113,170.68
31/03/2023	HESTA	0.00	113,170.68	0.00	0.00
12/04/2023	Transfer To smsf australia Pty Ltd	0.00	0.00	1,540.00	1,540.00
12/04/2023	Transfer To smsf australia Pty Ltd	0.00	1,540.00	0.00	0.00
17/04/2023	Transfer To Results not Promises Pt	0.00	0.00	5,000.00	5,000.00
17/04/2023	Transfer To Results not Promises Pt	0.00	5,000.00	0.00	0.00
19/04/2023	Transfer To Firstmac Services NetBa	0.00	0.00	230.00	230.00
19/04/2023	Transfer To Firstmac Services NetBa	0.00	230.00	0.00	0.00
19/04/2023	Transfer To Krg conveyancing Centre	0.00	0.00	311.01	311.01
19/04/2023	Transfer To Krg conveyancing Centre	0.00	311.01	0.00	0.00
19/04/2023	Transfer To premier building report	0.00	0.00	550.00	550.00
19/04/2023	Transfer To premier building report	0.00	550.00	0.00	0.00
24/04/2023	QUICKSPR3460513706 QUICKSUPER	0.00	0.00	1,461.88	1,461.88
24/04/2023	QUICKSPR3460513706 QUICKSUPER	0.00	1,461.88	0.00	0.00
26/04/2023	119408863092019780 BUDGET DIRECT	0.00	0.00	1,402.48	1,402.48
26/04/2023	119408863092019780 BUDGET DIRECT	0.00	1,402.48	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
26/04/2023	800000001914989130 AUSTRALIANSUPER	0.00	0.00	201,454.41	201,454.41
26/04/2023	800000001914989130 AUSTRALIANSUPER	0.00	201,454.41	0.00	0.00
05/05/2023	QUICKSPR3469734771 QUICKSUPER	0.00	0.00	269.43	269.43
05/05/2023	QUICKSPR3469734771 QUICKSUPER	0.00	269.43	0.00	0.00
07/05/2023	Transfer To Results Not Promises Pt	0.00	0.00	20,000.00	20,000.00
07/05/2023	Transfer To Results Not Promises Pt	0.00	20,000.00	0.00	0.00
09/05/2023	Transfer To Results not promises pt	0.00	0.00	10,000.00	10,000.00
09/05/2023	Transfer To Results not promises pt	0.00	10,000.00	0.00	0.00
19/05/2023	QUICKSPR3480428947 QUICKSUPER	0.00	0.00	269.43	269.43
19/05/2023	QUICKSPR3480428947 QUICKSUPER	0.00	269.43	0.00	0.00
26/05/2023	QUICKSPR3485565398 QUICKSUPER	0.00	0.00	2,006.68	2,006.68
26/05/2023	QUICKSPR3485565398 QUICKSUPER	0.00	2,006.68	0.00	0.00
30/05/2023	Transfer To kruse legal CommBank Ap	0.00	0.00	979.00	979.00
30/05/2023	Transfer To kruse legal CommBank Ap	0.00	979.00	0.00	0.00
02/06/2023	QUICKSPR3491088675 QUICKSUPER	0.00	0.00	269.43	269.43
02/06/2023	QUICKSPR3491088675 QUICKSUPER	0.00	269.43	0.00	0.00
14/06/2023	Transfer To Krg conveyancing Centre	0.00	0.00	100,000.00	100,000.00
14/06/2023	Transfer To Krg conveyancing Centre	0.00	100,000.00	0.00	0.00
15/06/2023	Transfer To Krg conveyancing Centre	0.00	0.00	44,181.67	44,181.67
15/06/2023	Transfer To Krg conveyancing Centre	0.00	44,181.67	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
16/06/2023	QUICKSPR3501561512 QUICKSUPER	0.00	0.00	133.30	133.30
16/06/2023	QUICKSPR3501561512 QUICKSUPER	0.00	133.30	0.00	0.00
19/06/2023	Settlement Refund Pexa Settlement	0.00	0.00	3,760.00	3,760.00
19/06/2023	Settlement Refund Pexa Settlement	0.00	3,760.00	0.00	0.00
23/06/2023	QUICKSPR3506752464 QUICKSUPER	0.00	0.00	2,006.68	2,006.68
23/06/2023	QUICKSPR3506752464 QUICKSUPER	0.00	2,006.68	0.00	0.00
28/06/2023	10231831L49 FMC	0.00	0.00	1,033.78	1,033.78
28/06/2023	10231831L49 FMC	0.00	1,033.78	0.00	0.00
30/06/2023	QUICKSPR3512076012 QUICKSUPER	0.00	0.00	538.86	538.86
30/06/2023	QUICKSPR3512076012 QUICKSUPER	0.00	538.86	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00

Member Entitlement Accounts / Mr Andrew Butlin / Accumulation

01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
31/03/2023	Rollover In	0.00	0.00	113,170.68	113,170.68
24/04/2023	Contribution Tax Withheld	0.00	219.28	0.00	112,951.40
24/04/2023	Employer Contribution: FLEETWOOD WEST	0.00	0.00	1,461.88	114,413.28
26/05/2023	Contribution Tax Withheld	0.00	301.00	0.00	114,112.28
26/05/2023	Employer Contribution: FLEETWOOD WEST	0.00	0.00	2,006.68	116,118.96
23/06/2023	Contribution Tax Withheld	0.00	301.00	0.00	115,817.96
23/06/2023	Employer Contribution: FLEETWOOD WEST	0.00	0.00	2,006.68	117,824.64

Date	Description	Quantity	Debits	Credits	Balance
30/06/2023	Contribution Tax	0.00	0.01	0.00	117,824.63
30/06/2023	Income Taxes Allocated	0.00	0.00	223.44	118,048.07
30/06/2023	Investment Profit or Loss	0.00	12,845.88	0.00	105,202.19
30/06/2023	Closing Balance	0.00	0.00	0.00	105,202.19
Member Entitlement Accounts / Mrs Stefanie Butlin / Accumulation					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
26/04/2023	Rollover In	0.00	0.00	201,454.41	201,454.41
05/05/2023	Contribution Tax Withheld	0.00	40.41	0.00	201,414.00
05/05/2023	Employer Contribution: BOEING DEFENCE AUSTRALIA LTD	0.00	0.00	269.43	201,683.43
19/05/2023	Contribution Tax Withheld	0.00	40.41	0.00	201,643.02
19/05/2023	Employer Contribution: BOEING DEFENCE AUSTRALIA LTD	0.00	0.00	269.43	201,912.45
02/06/2023	Contribution Tax Withheld	0.00	40.41	0.00	201,872.04
02/06/2023	Employer Contribution: BOEING DEFENCE AUSTRALIA LTD	0.00	0.00	269.43	202,141.47
16/06/2023	Contribution Tax Withheld	0.00	20.00	0.00	202,121.47
16/06/2023	Employer Contribution: BOEING DEFENCE AUSTRALIA LTD	0.00	0.00	133.30	202,254.77
30/06/2023	Contribution Tax	0.00	0.01	0.00	202,254.76
30/06/2023	Contribution Tax Withheld	0.00	80.83	0.00	202,173.93
30/06/2023	Employer Contribution: BOEING DEFENCE AUSTRALIA LTD	0.00	0.00	538.86	202,712.79

Date	Description	Quantity	Debits	Credits	Balance
30/06/2023	Income Taxes Allocated	0.00	0.00	281.72	202,994.51
30/06/2023	Investment Profit or Loss	0.00	16,195.42	0.00	186,799.09
30/06/2023	Closing Balance	0.00	0.00	0.00	186,799.09

Permanent Documents

OCR_Property Contract April 2023.pdf
CompanyRegistration_665964081.PDF
Transcend Super Pty Ltd_ASIC Extract.pdf
ATO Trustee declaration_Andrew_Signed.pdf
ATO Trustee declaration_Stefanie_Signed.pdf
OCR_Transcend SF_Deed Signed.pdf
Transcend SF_Investment Strategy_Signed.pdf
Transcend Super Pty Ltd_Constitution_Signed.pdf

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

Who should complete this annual return?

Only self-managed superannuation funds (SMSFs) can complete this annual return. All other funds must complete the *Fund income tax return 2023* (NAT 71287).

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

To complete this annual return

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

S M I T H S T

- Place X in ALL applicable boxes.

➤ Postal address for annual returns:

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

For example;

Australian Taxation Office
GPO Box 9845
SYDNEY NSW 2001

Section A: Fund information

1 Tax file number (TFN)

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

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

2 Name of self-managed superannuation fund (SMSF)

Transcend Super Fund

3 Australian business number (ABN) (if applicable)

4 Current postal address

PO Box 230

Suburb/town

Glen Osmond

State/territory

SA

Postcode

5064

5 Annual return status

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

A No Yes

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

B No Yes

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

6 SMSF auditor

Auditor's name

Title: MR

Family name

Boys

First given name

Anthony

Other given names

SMSF Auditor Number

100014140

Auditor's phone number

04

10702708

Postal address

PO Box 3376

Suburb/town

Rundle Mall

State/territory

SA

Postcode

5000

Date audit was completed

A

Day Month Year

Was Part A of the audit report qualified?

B No Yes

Was Part B of the audit report qualified?

C No Yes

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

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

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

A Fund's financial institution account details

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

Fund BSB number 065115

Fund account number 10519675

Fund account name

Transcend Super Pty Ltd ATF Transcend SF

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

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

BSB number

Account number

Account name

C Electronic service address alias

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

smsfdataflow

Fund's tax file number (TFN)

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

9 Was the fund wound up during the income year?

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

10 Exempt current pension income

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

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

No Go to Section B: Income.

Yes Exempt current pension income amount **A** \$.00

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

Segregated assets method **B**

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

Did the fund have any other income that was assessable?

E Yes Go to Section B: Income.

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

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

Fund's tax file number (TFN)

Section B: Income

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

11 Income

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

If the total capital loss or total capital gain is greater than \$10,000 or you elected to use the transitional CGT relief in 2017 and the deferred notional gain has been realised, complete and attach a *Capital gains tax (CGT) schedule 2023*.

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

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

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

Gross interest **C** \$ -00

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

Gross foreign income D1 \$ <input type="text" value="0"/> -00	Net foreign income D \$ <input type="text" value="0"/> -00	Loss <input type="checkbox"/>
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Australian franking credits from a New Zealand company **E** \$ -00

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

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

Calculation of assessable contributions	
Assessable employer contributions	R1 \$ <input type="text" value="6955"/> -00
plus Assessable personal contributions	R2 \$ <input type="text" value="0"/> -00
plus <small>**No-TFN-quoted contributions</small>	R3 \$ <input type="text" value="0"/> -00 <small>(an amount must be included even if it is zero)</small>
less Transfer of liability to life insurance company or PST	R6 \$ <input type="text" value="0"/> -00

Gross distribution from partnerships I \$ <input type="text" value="0"/> -00	Loss <input type="checkbox"/>
*Unfranked dividend amount J \$ <input type="text" value="0"/> -00	
*Franked dividend amount K \$ <input type="text" value="0"/> -00	
*Dividend franking credit L \$ <input type="text" value="0"/> -00	
*Gross trust distributions M \$ <input type="text" value="0"/> -00	Code <input type="text"/>
Assessable contributions (R1 plus R2 plus R3 less R6)	R \$ <input type="text" value="6955"/> -00

Calculation of non-arm's length income	
*Net non-arm's length private company dividends	U1 \$ <input type="text" value="0"/> -00
plus *Net non-arm's length trust distributions	U2 \$ <input type="text" value="0"/> -00
plus *Net other non-arm's length income	U3 \$ <input type="text" value="0"/> -00

*Other income S \$ <input type="text" value="0"/> -00	Code <input type="text"/>
*Assessable income due to changed tax status of fund T \$ <input type="text" value="0"/> -00	
Net non-arm's length income (subject to 45% tax rate) (U1 plus U2 plus U3)	U \$ <input type="text" value="0"/> -00

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

GROSS INCOME (Sum of labels A to U) **W** \$ -00 Loss

Exempt current pension income **Y** \$ -00

TOTAL ASSESSABLE INCOME (W less Y) **V** \$ -00 Loss

Fund's tax file number (TFN)

Section C: Deductions and non-deductible expenses

12 Deductions and non-deductible expenses

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

DEDUCTIONS		NON-DEDUCTIBLE EXPENSES	
Interest expenses within Australia	A1 \$ <input type="text" value="0"/> -00	A2 \$ <input type="text" value="0"/> -00	
Interest expenses overseas	B1 \$ <input type="text" value="0"/> -00	B2 \$ <input type="text" value="0"/> -00	
Capital works expenditure	D1 \$ <input type="text" value="0"/> -00	D2 \$ <input type="text" value="0"/> -00	
Decline in value of depreciating assets	E1 \$ <input type="text" value="0"/> -00	E2 \$ <input type="text" value="0"/> -00	
Insurance premiums – members	F1 \$ <input type="text" value="0"/> -00	F2 \$ <input type="text" value="0"/> -00	
SMSF auditor fee	H1 \$ <input type="text" value="0"/> -00	H2 \$ <input type="text" value="0"/> -00	
Investment expenses	I1 \$ <input type="text" value="5359"/> -00	I2 \$ <input type="text" value="0"/> -00	
Management and administration expenses	J1 \$ <input type="text" value="0"/> -00	J2 \$ <input type="text" value="3740"/> -00	
Forestry managed investment scheme expense	U1 \$ <input type="text" value="0"/> -00	U2 \$ <input type="text" value="0"/> -00	
Other amounts	L1 \$ <input type="text" value="0"/> -00 <input type="text" value=""/>	L2 \$ <input type="text" value="0"/> -00 <input type="text" value=""/>	
Tax losses deducted	M1 \$ <input type="text" value="0"/> -00		

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

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

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

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

#This is a mandatory label.

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

Section D: Income tax calculation statement

#Important:

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

13 Calculation statement

Please refer to the *Self-managed superannuation fund annual return instructions 2023* on how to complete the calculation statement.

#Taxable income	A	\$	<input type="text" value="3588"/>	-00
<i>(an amount must be included even if it is zero)</i>				
#Tax on taxable income	T1	\$	<input type="text" value="538.20"/>	
<i>(an amount must be included even if it is zero)</i>				
#Tax on no-TFN-quoted contributions	J	\$	<input type="text" value="0"/>	
<i>(an amount must be included even if it is zero)</i>				

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

Foreign income tax offset	C1	\$	<input type="text" value="0"/>	
Rebates and tax offsets	C2	\$	<input type="text"/>	
Non-refundable non-carry forward tax offsets				
	C	\$	<input type="text" value="0"/>	
<i>(C1 plus C2)</i>				

SUBTOTAL 1
T2 \$
(B less C – cannot be less than zero)

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

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

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

#TAX PAYABLE **T5** \$
(T3 less E – cannot be less than zero)

Section 102AAM interest charge
G \$

Fund's tax file number (TFN)

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

#Tax offset refunds <small>(Remainder of refundable tax offsets)</small>	I \$	<input type="text" value="0"/>
<small>(unused amount from label E – an amount must be included even if it is zero)</small>		

PAYG instalments raised	
K \$	<input type="text" value="0"/>
Supervisory levy	
L \$	<input type="text" value="259"/>
Supervisory levy adjustment for wound up funds	
M \$	<input type="text"/>
Supervisory levy adjustment for new funds	
N \$	<input type="text" value="259"/>

AMOUNT DUE OR REFUNDABLE <small>A positive amount at S is what you owe, while a negative amount is refundable to you.</small>	S \$	<input type="text" value="1056.20"/>
<small>(T5 plus G less H less I less K plus L less M plus N)</small>		

#This is a mandatory label.

Section E: Losses

14 Losses

! If total loss is greater than \$100,000, complete and attach a *Losses schedule 2023*.

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

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

Section F: Member information

MEMBER 1

Title:

Family name

First given name

Other given names

Member's TFN
See the Privacy note in the Declaration.

Date of birth

Contributions

OPENING ACCOUNT BALANCE \$

! Refer to instructions for completing these labels.

Employer contributions
A \$

ABN of principal employer
A1

Personal contributions
B \$

CGT small business retirement exemption
C \$

CGT small business 15-year exemption amount
D \$

Personal injury election
E \$

Spouse and child contributions
F \$

Other third party contributions
G \$

Proceeds from primary residence disposal
H \$

Receipt date
H1

Assessable foreign superannuation fund amount
I \$

Non-assessable foreign superannuation fund amount
J \$

Transfer from reserve: assessable amount
K \$

Transfer from reserve: non-assessable amount
L \$

Contributions from non-complying funds and previously non-complying funds
T \$

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

TOTAL CONTRIBUTIONS N \$
(Sum of labels **A** to **M**)

Other transactions

Allocated earnings or losses **O** \$

Loss

Accumulation phase account balance
S1 \$

Inward rollovers and transfers **P** \$

Retirement phase account balance - Non CDBIS
S2 \$

Outward rollovers and transfers **Q** \$

Retirement phase account balance - CDBIS
S3 \$

Lump Sum payments **R1** \$

Income stream payments **R2** \$

Code

Code

TRIS Count

CLOSING ACCOUNT BALANCE S \$
(**S1** plus **S2** plus **S3**)

Accumulation phase value **X1** \$

Retirement phase value **X2** \$

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

Fund's tax file number (TFN)

MEMBER 2

Title:

Family name

First given name

Other given names

Member's TFN
See the Privacy note in the Declaration.

Date of birth (Day Month Year)

Contributions

OPENING ACCOUNT BALANCE \$

! Refer to instructions for completing these labels.

Proceeds from primary residence disposal
H \$

Employer contributions
A \$

Receipt date (Day Month Year)
H1

ABN of principal employer
A1

Assessable foreign superannuation fund amount
I \$

Personal contributions
B \$

Non-assessable foreign superannuation fund amount
J \$

CGT small business retirement exemption
C \$

Transfer from reserve: assessable amount
K \$

CGT small business 15-year exemption amount
D \$

Transfer from reserve: non-assessable amount
L \$

Personal injury election
E \$

Contributions from non-complying funds and previously non-complying funds
T \$

Spouse and child contributions
F \$

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

Other third party contributions
G \$

TOTAL CONTRIBUTIONS N \$
(Sum of labels **A** to **M**)

Other transactions

Allocated earnings or losses **O** \$ Loss

Accumulation phase account balance
S1 \$

Inward rollovers and transfers **P** \$

Retirement phase account balance - Non CDBIS
S2 \$

Outward rollovers and transfers **Q** \$

Retirement phase account balance - CDBIS
S3 \$

Lump Sum payments **R1** \$

Income stream payments **R2** \$

TRIS Count

CLOSING ACCOUNT BALANCE S \$
(**S1** plus **S2** plus **S3**)

Accumulation phase value **X1** \$

Retirement phase value **X2** \$

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

Fund's tax file number (TFN)

Section H: Assets and liabilities

15 ASSETS

15a Australian managed investments

Listed trusts **A** \$ -00

Unlisted trusts **B** \$ -00

Insurance policy **C** \$ -00

Other managed investments **D** \$ -00

15b Australian direct investments

<p>Limited recourse borrowing arrangements</p> <p>Australian residential real property J1 \$ <input type="text" value="758000"/>-00</p> <p>Australian non-residential real property J2 \$ <input type="text" value="0"/>-00</p> <p>Overseas real property J3 \$ <input type="text" value="0"/>-00</p> <p>Australian shares J4 \$ <input type="text" value="0"/>-00</p> <p>Overseas shares J5 \$ <input type="text" value="0"/>-00</p> <p>Other J6 \$ <input type="text" value="0"/>-00</p> <p>Property count J7 <input type="text" value="1"/></p>	<p>Cash and term deposits E \$ <input type="text" value="140112"/>-00</p> <p>Debt securities F \$ <input type="text" value="0"/>-00</p> <p>Loans G \$ <input type="text" value="0"/>-00</p> <p>Listed shares H \$ <input type="text" value="0"/>-00</p> <p>Unlisted shares I \$ <input type="text" value="0"/>-00</p> <p>Limited recourse borrowing arrangements J \$ <input type="text" value="758000"/>-00</p> <p>Non-residential real property K \$ <input type="text" value="0"/>-00</p> <p>Residential real property L \$ <input type="text" value="0"/>-00</p> <p>Collectables and personal use assets M \$ <input type="text" value="0"/>-00</p> <p>Other assets O \$ <input type="text" value="1993"/>-00</p>
--	---

15c Other investments

Crypto-Currency **N** \$ -00

15d Overseas direct investments

Overseas shares **P** \$ -00

Overseas non-residential real property **Q** \$ -00

Overseas residential real property **R** \$ -00

Overseas managed investments **S** \$ -00

Other overseas assets **T** \$ -00

TOTAL AUSTRALIAN AND OVERSEAS ASSETS **U** \$ -00
(Sum of labels **A** to **T**)

15e In-house assets

Did the fund have a loan to, lease to or investment in, related parties (known as in-house assets) at the end of the income year? **A** No Yes \$ -00

Fund's tax file number (TFN)

15f Limited recourse borrowing arrangements

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

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

16 LIABILITIES

Borrowings for limited recourse borrowing arrangements	V1 \$ <input type="text" value="605366"/> -00	
Permissible temporary borrowings	V2 \$ <input type="text"/> -00	
Other borrowings	V3 \$ <input type="text"/> -00	
	Borrowings	V \$ <input type="text" value="605366"/> -00
Total member closing account balances (total of all CLOSING ACCOUNT BALANCES from Sections F and G)		W \$ <input type="text" value="292001"/> -00
Reserve accounts		X \$ <input type="text" value="0"/> -00
Other liabilities		Y \$ <input type="text" value="2738"/> -00
TOTAL LIABILITIES		Z \$ <input type="text" value="900105"/> -00

Section I: Taxation of financial arrangements

17 Taxation of financial arrangements (TOFA)

Total TOFA gains **H** \$ -00

Total TOFA losses **I** \$ -00

Section J: Other information

Family trust election status

If the trust or fund has made, or is making, a family trust election, write the four-digit **income year specified** of the election (for example, for the 2022–23 income year, write **2023**). **A**

If revoking or varying a family trust election, print **R** for revoke or print **V** for variation, and complete and attach the *Family trust election, revocation or variation 2023*. **B**

Interposed entity election status

If the trust or fund has an existing election, write the earliest income year specified. If the trust or fund is making one or more elections this year, write the earliest income year being specified and complete an *Interposed entity election or revocation 2023* for each election. **C**

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

Section K: **Declarations**

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

Important

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

Privacy

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

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

TRUSTEE'S OR DIRECTOR'S DECLARATION:

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

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

Date / /

Preferred trustee or director contact details:

Title:

Family name

First given name

Other given names

Phone number

Email address

Non-individual trustee name (if applicable)

ABN of non-individual trustee

Time taken to prepare and complete this annual return Hrs

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

TAX AGENT'S DECLARATION:

I declare that the *Self-managed superannuation fund annual return 2023* has been prepared in accordance with information provided by the trustees, that the trustees have given me a declaration stating that the information provided to me is true and correct, and that the trustees have authorised me to lodge this annual return.

Tax agent's signature

Date / /

Tax agent's contact details

Title:

Family name

First given name

Other given names

Tax agent's practice

Tax agent's phone number

Reference number

Tax agent number

Transcend Super Fund
Investment Revaluation as at 30 June 2023

Investment	Price Date	Market Price	Quantity	Market Value	Change in Market Value
Property Direct Market					
LOAN Loans.com.au			1.00000	(605,366.22)	0.00
PROP 34 Capricorn Drive Pacific Pines QLD 4211	30 Jun 2023	758,000.00000	1.00000	758,000.00	(21,934.68)
Property Direct Market Total				152,633.78	(21,934.68)
Fund Total				152,633.78	(21,934.68)

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

Payment Date	Income Type	Ledger Data			Announcement Data				
		Total Income	Tax Credits+	Diff *	Quantity	Held < 45 Days	Amount Per Unit	Total Income	Tax Credits+
Total		0.00	0.00						

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

Transcend Super Fund
Tax Accounting Reconciliation
 For the period 1 July 2022 to 30 June 2023

Operating Statement Profit vs. Provision for Income Tax	2023
	\$
Benefits Accrued as a Result of Operations before Income Tax	292,539.48
<u>ADD:</u>	
Decrease in Market Value	21,934.68
Non-Deductible Expenses	3,740.00
<u>LESS:</u>	
Rollovers In	314,625.09
Rounding	1.07
Taxable Income or Loss	3,588.00

	Income Amount	Tax Amount
Gross Tax @ 15% for Concessional Income	3,588.00	538.20
Gross Tax @ 45% for Net Non-Arm's Length Income	0.00	0.00
No-TFN Quoted Contributions @ 32%	0.00	0.00
Change in Carried Forward Losses	0.00	0.00
Provision for Income Tax		538.20

Provision for Income Tax vs. Income Tax Expense

Provision for Income Tax	538.20
Income Tax Expense	538.20

Provision for Income Tax vs. Income Tax Payable

Provision for Income Tax	538.20
Income Tax Payable (Receivable)	538.20

Exempt Current Pension Income Settings

Pension Exempt % (Actuarial)	0.0000%
Pension Exempt % (Expenses)	0.0000%
Assets Segregated For Pensions	No

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

Description	Investment Reference	Date	Tax Return Ref.	Amount
			Section B	
Income				
Net Capital Gain				
Deferred Capital Gain Realised		30 Jun 2023	A	0.00
Less Capital Losses Applied		30 Jun 2023	A	0.00
Less Discount		30 Jun 2023	A	0.00
Total Net Capital Gain			A	0.00
Gross Rent and Other Leasing & Hiring Income				
Rental Income/Disbursements Received	PROP: 34 Capricorn Drive Pacific Pines QLD 4211	30 Jun 2023	B	1,992.86
Less Rounding			B	(0.86)
Total Gross Rent and Other Leasing & Hiring Income			B	1,992.00
Total Gross Interest			C	0.00
Total Forestry Managed Investment Scheme Income			X	0.00
Total Net Foreign Income			D	0.00
Total Australian Franking Credits from a New Zealand Company			E	0.00
Total Transfers from Foreign Funds			F	0.00
Total Gross Payments where ABN not quoted			H	0.00
Total Gross Distribution from Partnerships			I	0.00
Total Unfranked Dividend Amount			J	0.00
Total Franked Dividend Amount			K	0.00
Total Dividend Franking Credit			L	0.00
Total Gross Trust Distributions			M	0.00
Assessable Employer Contributions				
Employer Contribution: FLEETWOOD WEST	1: Andrew Butlin	24 Apr 2023	R1	1,461.88
Employer Contribution: FLEETWOOD WEST	1: Andrew Butlin	26 May 2023	R1	2,006.68
Employer Contribution: FLEETWOOD WEST	1: Andrew Butlin	23 Jun 2023	R1	2,006.68
Employer Contribution: BOEING DEFENCE AUSTRALIA LTD	2: Stefanie Butlin	05 May 2023	R1	269.43
Employer Contribution: BOEING DEFENCE AUSTRALIA LTD	2: Stefanie Butlin	19 May 2023	R1	269.43
Employer Contribution: BOEING DEFENCE AUSTRALIA LTD	2: Stefanie Butlin	02 Jun 2023	R1	269.43
Employer Contribution: BOEING DEFENCE AUSTRALIA LTD	2: Stefanie Butlin	16 Jun 2023	R1	133.30
Employer Contribution: BOEING DEFENCE AUSTRALIA LTD	2: Stefanie Butlin	30 Jun 2023	R1	538.86
Less Rounding			R1	(0.69)
Total Assessable Employer Contributions			R1	6,955.00
Total Assessable Personal Contributions			R2	0.00
Total No-TFN quoted contributions			R3	0.00
Total Transfer of Liability to life insurance company or PST			R6	0.00

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

Description	Investment Reference	Date	Tax Return	
			Ref.	Amount
Total Assessable Contributions			R	6,955.00
Total Other Income			S	0.00
Total Assessable Income Due to Changed Tax Status of Fund			T	0.00
Total Net Non-arm's Length Income			U	0.00
Total Exempt Current Pension Income			Y	0.00
Total Assessable Income				8,947.00
<u>Deductions</u>			<u>Section C</u>	
Total Interest Expenses within Australia			A	0.00
Total Interest Expenses Overseas			B	0.00
Total Capital Works Deductions			D	0.00
Total Deduction for Decline in Value of Depreciating Assets			E	0.00
Total Death or Disability Premiums			F	0.00
Total Death Benefit Increase			G	0.00
Total Approved Auditor Fee			H	0.00
Investment Expenses				
Transfer To Firstmac Services NetBa	LOAN: Loans.com.au	19 Apr 2023	I	230.00
Withdrawal Firstmac Services	LOAN: Loans.com.au	19 Jun 2023	I	640.00
Transfer To Krg conveyancing Centre	PROP: 34 Capricorn Drive Pacific Pines QLD 4211	19 Apr 2023	I	311.01
Transfer To premier building report	PROP: 34 Capricorn Drive Pacific Pines QLD 4211	19 Apr 2023	I	550.00
119408863092019780 BUDGET DIRECT	PROP: 34 Capricorn Drive Pacific Pines QLD 4211	26 Apr 2023	I	1,402.48
Transfer To kruse legal CommBank Ap	PROP: 34 Capricorn Drive Pacific Pines QLD 4211	30 May 2023	I	979.00
Settlement Agent Fees	PROP: 34 Capricorn Drive Pacific Pines QLD 4211	19 Jun 2023	I	1,246.99
<i>Less Rounding</i>			I	(0.48)
Total Investment Expenses			I	5,359.00
Total Management and Administration Expenses			J	0.00
Total Forestry Managed Investment Scheme Deduction			U	0.00
Total Other Deductions			L	0.00
Tax Losses Deducted				
Tax Losses Brought Forward		30 Jun 2023	M	0.00
Less Net Exempt Income		30 Jun 2023	M	0.00
Total Tax Losses Deducted			M	0.00
Total Deductions				5,359.00
Taxable Income or Loss		(V - N)	O	3,588.00

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

Description	Investment Reference	Date	Tax Return Ref.	Amount
Income Tax Calculation Statement			Section D	
Gross Tax				
Gross Tax @ 15% for Concessional Income		30 Jun 2023	T1	538.20
Gross Tax @ 45% for Net Non-Arm's Length Income		30 Jun 2023	T1	0.00
No-TFN Quoted Contributions @ 32%		30 Jun 2023	J	0.00
Total Gross Tax				538.20
Total Credit: Foreign Tax Income Offset			C1	0.00
Total Credit: Rebates and Tax Offset			C2	0.00
Rebates and Offsets			C	0.00
SUBTOTAL				538.20
Total Credit: Refundable Franking Credits			E1	0.00
Total Credit: No-TFN Tax Offset			E2	0.00
Total Credit: Refundable National Rental Affordability Scheme Tax Offset			E3	0.00
Total Credit: Interest on Early Payments			H1	0.00
Total Credit: Foreign Resident Withholding			H2	0.00
Total Credit: ABN/TFN Not Quoted (Non-Individual)			H3	0.00
Total Credit: Interest on No-TFN Tax Offset			H6	0.00
Total Eligible Credits				0.00
Net Tax Payable				538.20
Total PAYG Instalments Raised			K	0.00
Total Supervisory Levy			L	259.00
Total Supervisory Levy Adjustment for Wound Up Funds			M	0.00
Total Supervisory Levy Adjustment for New Funds			N	259.00
Total Amount Due / (Refundable)				1,056.20

Transcend Super Fund

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

Member's Detail	Opening Balance	Increases				Decreases					Closing Balance	
		Contrib	Tran In	Profit	Ins Proc	Tax	Exp	Ins Prem	Tran Out	Ben Paid		
Mr Andrew Butlin												
12 Heathpool Road Heathpool SA 5068												
Accumulation	Accumulation	0.00	5,475.24	113,170.68	(12,845.88)	0.00	(597.85)	0.00	0.00	0.00	0.00	105,202.19
		0.00	5,475.24	113,170.68	(12,845.88)	0.00	(597.85)	0.00	0.00	0.00	0.00	105,202.19
Mrs Stefanie Butlin												
12 Heathpool Road Heathpool SA 5068												
Accumulation	Accumulation	0.00	1,480.45	201,454.41	(16,195.42)	0.00	59.65	0.00	0.00	0.00	0.00	186,799.09
		0.00	1,480.45	201,454.41	(16,195.42)	0.00	59.65	0.00	0.00	0.00	0.00	186,799.09
		0.00	6,955.69	314,625.09	(29,041.30)	0.00	(538.20)	0.00	0.00	0.00	0.00	292,001.28

Transcend Super Fund
Investment Summary as at 30 June 2023

Investment	Units	Average Cost Price	Market Price	Accounting Cost	Market Value	Unrealised Accounting Gain/(Loss)	Accounting Gain/(Loss) (%)	Portfolio Weight (%)
<u>Bank</u>								
CBA Bank Account				140,112.84	140,112.84			47.86%
				140,112.84	140,112.84			47.86%
<u>Property Direct Market</u>								
Loans.com.au		0.0000	0.0000	(605,366.22)	(605,366.22)	0.00	0.00%	(206.79)%
34 Capricorn Drive Pacific Pines QLD 4211	1.00000	779,934.6800	758,000.0000	779,934.68	758,000.00	(21,934.68)	(2.81)%	258.93%
				174,568.46	152,633.78	(21,934.68)	(12.57)%	52.14%
				314,681.30	292,746.62	(21,934.68)	(6.97)%	100.00%

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

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

Total Income	Add			Less					Taxable Income (excluding Capital Gains)	Indexed Capital Gains *	Discounted Capital Gains *	Other Capital Gains *	CGT Concession Amount *
	Franking Credits	Foreign Credits	TFN Credits	Tax Free	Tax Exempt	Tax Deferred	Distributed Capital Gains	GST					
<i>Property Direct Market</i>													
34 Capricorn Drive Pacific Pines QLD 4211													
1,992.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,992.86	0.00	0.00	0.00	0.00
1,992.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,992.86	0.00	0.00	0.00	0.00
1,992.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,992.86	0.00	0.00	0.00	0.00

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

Transcend Super Fund
Fund ABN: 79 957 072 479
Rental Property Schedule
For the Period From 1 July 2022 to 30 June 2023

Property Account Name **34 Capricorn Drive Pacific Pines QLD 4211**
Property Type Residential
Address of the Property 0/34 CAPRICORN DRIVE
 PACIFIC PINES, QLD 4211
 Australia

Description	Tax Return Label	Amount	Prior Year
Income			
■ Rent from Property	B	1,992.86	0.00
Gross Rent		1,992.86	0.00
Expenses			
Insurance Premium	I	1,402.48	0.00
Legal Fees	I	979.00	0.00
Pest Control	I	550.00	0.00
Settlement Agent Fees	I	1,558.00	0.00
Total Expenses		4,489.48	0.00
Net Rent		(2,496.62)	0.00

Transcend Super Fund
(ABN: 79 957 072 479)

Consolidated Member Benefit Totals

Period	Member Account Details
1 July 2022 - 30 June 2023	Residential Address: 12 Heathpool Road Heathpool, SA 5068
Member	Date of Birth: 9 August 1985
Number: 1	Date Joined Fund: 22 February 2023
Mr Andrew Lamont Butlin	Eligible Service Date: 1 January 2004
	Tax File Number Held: Yes

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

Your Accounts

Withdrawal Benefit as at 1 Jul 2022	
Accumulation	-
Total as at 1 Jul 2022	<u>-</u>
Withdrawal Benefit as at 30 Jun 2023	
Accumulation	105,202.19
Total as at 30 Jun 2023	<u><u>105,202.19</u></u>

Your Tax Components

Tax Free	188.34
Taxable - Taxed	105,013.85
Taxable - Untaxed	-

Your Preservation Components

Preserved	105,202.19
Restricted Non Preserved	-
Unrestricted Non Preserved	-

Your Insurance Benefits

No insurance details have been recorded

Your Beneficiaries

Non Lapsing Binding Death Nomination*

Stefanie Butlin
Wife
100%

In the event that Stefanie Butlin is unable to accept the benefit:

Ella Marie Butlin
Daughter
50%

Lucas Lamont Butlin
Son
50%

* Nomination in effect from **14 March 2023**

For Enquiries:

phone **0438387482** | email **andrewbtln@gmail.com**
mail **Transcend Super Fund, 12 Heathpool Road, Heathpool SA 5068**

Transcend Super Fund
(ABN: 79 957 072 479)

Member Benefit Statement

Period	Member Account Details
1 July 2022 - 30 June 2023	Residential Address: 12 Heathpool Road Heathpool, SA 5068
Member	Date of Birth: 9 August 1985
Number: 1	Date Joined Fund: 22 February 2023
Mr Andrew Lamont Butlin	Eligible Service Date: 1 January 2004
Accumulation Account	Tax File Number Held: Yes
Accumulation	Account Start Date: 22 February 2023

Your Account Summary	
Withdrawal Benefit as at 1 Jul 2022	-
<i><u>Increases to your account:</u></i>	
Employer Contributions	5,475.24
Rollovers In	113,170.68
Tax on Net Fund Income	223.44
<u>Total Increases</u>	118,869.36
<i><u>Decreases to your account:</u></i>	
Contributions Tax	821.29
Share Of Net Fund Income	12,845.88
<u>Total Decreases</u>	13,667.17
Withdrawal Benefit as at 30 Jun 2023	<u><u>105,202.19</u></u>

Your Tax Components		
Tax Free	0.1790 %	188.34
Taxable - Taxed		105,013.85
Taxable - Untaxed		-

Your Preservation Components	
Preserved	105,202.19
Restricted Non Preserved	-
Unrestricted Non Preserved	-

Your Insurance Benefits
No insurance details have been recorded

Your Beneficiaries

Non Lapsing Binding Death Nomination*

Stefanie Butlin
Wife
100%

In the event that Stefanie Butlin is unable to accept the benefit:

Ella Marie Butlin
Daughter
50%

Lucas Lamont Butlin
Son
50%

* Nomination in effect from **14 March 2023**

For Enquiries:
phone 0438387482 | email andrewbtln@gmail.com
mail Transcend Super Fund, 12 Heathpool Road, Heathpool SA 5068



Trustee

The Trustee of the Fund is as follows:

Transcend Super Pty Ltd

The directors of the Trustee company are:

Stefanie Butlin and
Andrew Butlin

Availability of Other Fund Information

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

Trustee Disclaimer

This statement has been prepared by the Trustee for the member whose name appears at the top of this statement. While every effort has been made by the Trustee to ensure the accuracy and completeness of this statement, the Trustee does not accept any liability for any errors, omissions or misprints.

Signed on behalf of the Trustee of the Fund

.....
Stefanie Butlin
Director - Transcend Super Pty Ltd

.....
Andrew Butlin
Director - Transcend Super Pty Ltd

Statement Date: 30 June 2023

For Enquiries:
phone 0438387482 | email andrewbtln@gmail.com
mail Transcend Super Fund, 12 Heathpool Road, Heathpool SA 5068

Transcend Super Fund
(ABN: 79 957 072 479)

Consolidated Member Benefit Totals

Period	Member Account Details
1 July 2022 - 30 June 2023	Residential Address: 12 Heathpool Road Heathpool, SA 5068
Member	Date of Birth: 18 March 1987
Number: 2	Date Joined Fund: 22 February 2023
Mrs Stefanie Butlin	Eligible Service Date: 26 August 2006
	Tax File Number Held: Yes

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

Your Accounts	
Withdrawal Benefit as at 1 Jul 2022	
Accumulation	-
Total as at 1 Jul 2022	<u>-</u>
Withdrawal Benefit as at 30 Jun 2023	
Accumulation	186,799.09
Total as at 30 Jun 2023	<u><u>186,799.09</u></u>

Your Tax Components	
Tax Free	2,500.00
Taxable - Taxed	184,299.09
Taxable - Untaxed	-

Your Preservation Components	
Preserved	186,741.57
Restricted Non Preserved	-
Unrestricted Non Preserved	57.52

Your Insurance Benefits
No insurance details have been recorded

Your Beneficiaries

Non Lapsing Binding Death Nomination*

Andrew Butlin
Husband
100%

In the event that Andrew Butlin is unable to accept the benefit:

Ella Marie Butlin
Daughter
50%

Lucas Lamont Butlin
Son
50%

* Nomination in effect from **14 March 2023**

For Enquiries:
phone 0438387482 | email andrewbtln@gmail.com
mail Transcend Super Fund, 12 Heathpool Road, Heathpool SA 5068

Transcend Super Fund
(ABN: 79 957 072 479)

Member Benefit Statement

Period	Member Account Details
1 July 2022 - 30 June 2023	Residential Address: 12 Heathpool Road Heathpool, SA 5068
Member Number: 2	Date of Birth: 18 March 1987
Mrs Stefanie Butlin	Date Joined Fund: 22 February 2023
Accumulation Account	Eligible Service Date: 26 August 2006
Accumulation	Tax File Number Held: Yes
	Account Start Date: 22 February 2023

Your Account Summary	
Withdrawal Benefit as at 1 Jul 2022	-
<i>Increases to your account:</i>	
Employer Contributions	1,480.45
Rollovers In	201,454.41
Tax on Net Fund Income	281.72
Total Increases	203,216.58
<i>Decreases to your account:</i>	
Contributions Tax	222.07
Share Of Net Fund Income	16,195.42
Total Decreases	16,417.49
Withdrawal Benefit as at 30 Jun 2023	<u>186,799.09</u>

Your Tax Components		
Tax Free	1.3383 %	2,500.00
Taxable - Taxed		184,299.09
Taxable - Untaxed		-

Your Preservation Components	
Preserved	186,741.57
Restricted Non Preserved	-
Unrestricted Non Preserved	57.52

Your Insurance Benefits
No insurance details have been recorded

Your Beneficiaries
Non Lapsing Binding Death Nomination*

Andrew Butlin
Husband
100%

In the event that Andrew Butlin is unable to accept the benefit:

Ella Marie Butlin
Daughter
50%

Lucas Lamont Butlin
Son
50%

* Nomination in effect from **14 March 2023**

For Enquiries:
phone **0438387482** | email **andrewbtln@gmail.com**
mail **Transcend Super Fund, 12 Heathpool Road, Heathpool SA 5068**



Trustee

The Trustee of the Fund is as follows:

Transcend Super Pty Ltd

The directors of the Trustee company are:

Stefanie Butlin and
Andrew Butlin

Availability of Other Fund Information

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

Trustee Disclaimer

This statement has been prepared by the Trustee for the member whose name appears at the top of this statement. While every effort has been made by the Trustee to ensure the accuracy and completeness of this statement, the Trustee does not accept any liability for any errors, omissions or misprints.

Signed on behalf of the Trustee of the Fund

.....
Stefanie Butlin
Director - Transcend Super Pty Ltd

.....
Andrew Butlin
Director - Transcend Super Pty Ltd

Statement Date: 30 June 2023

For Enquiries:
phone 0438387482 | email andrewbtln@gmail.com
mail Transcend Super Fund, 12 Heathpool Road, Heathpool SA 5068

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

Mr Andrew Butlin

Date of Birth: 09 Aug 1985
Age: 37 (at 30/06/2023)
Status: Member may be eligible for the bring forward rule, certain conditions apply

Contributions Summary

Prior Year Contributions **Non-Concessional**
 Contributions for the previous 2 years are not confirmed
 3-year cap in effect from previous years Unknown
 Total non-concessional contributions in previous 2 years Unknown

Current Year Contributions	Note	Concessional	Non-Concessional
Caps	1	27,500.00	110,000.00
Cumulative Available Unused Cap	2	102,500.00	0.00
Contributions made (to this fund)	3	5,475.24	0.00
Contributions made (to other funds)		0.00	0.00
Contributions as allocated		5,475.24	0.00
Amount above caps	4	0.00	0.00
Available		124,524.76	110,000.00

Notes

- 1 . Non-concessional cap shown does NOT take prior year 'Bring Forward Rule' usage into account
- 2 . Member may be eligible to make catch-up concessional contributions
- 3 . Excludes any unmatched deposits
- 4 . Any excess concessional contributions are treated as non-concessional

Contributions Breakdown

<u>Income Type</u>	<u>Contribution Type</u>	<u>Amount</u>
Concessional	Employer	5,475.24
	Personal	0.00
	Family and friends	0.00
	Foreign superannuation fund	0.00
	Transfers from reserve	0.00
	Contributions as allocated	5,475.24
NonConcessional	Personal	0.00
	Spouse	0.00
	Child	0.00
	Transfers from reserve	0.00
	Foreign superannuation fund	0.00
	Contributions as allocated	0.00
Other	CGT small business 15-year exemption	0.00
	CGT small business retirement exemption	0.00
	Government Co-Contributions	0.00
	Directed termination payment (taxed)	0.00
	Directed termination payment (untaxed)	0.00
	Personal injury election	0.00
	Downsizer Contribution	0.00
	COVID-19 Re-Contribution	0.00
	Total Other contributions	0.00

Transactions

Date	Contribution Type	Concessional	Non-Concessional	Other	Source
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Transcend Super Fund
Contribution Caps
For the Period From 1 July 2022 to 30 June 2023

Mr Andrew Butlin

24/04/2023	Employer Mandated	1,461.88	smsdataflow
26/05/2023	Employer Mandated	1,461.88	smsdataflow
26/05/2023	Employer Voluntary	544.80	smsdataflow
23/06/2023	Employer Mandated	1,461.88	smsdataflow
23/06/2023	Employer Voluntary	544.80	smsdataflow
Totals:		5,475.24	

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

Mrs Stefanie Butlin

Date of Birth: 18 Mar 1987
Age: 36 (at 30/06/2023)
Status: Member may be eligible for the bring forward rule, certain conditions apply

Contributions Summary

Prior Year Contributions		Non-Concessional	
Contributions for the previous 2 years are not confirmed			Unknown
3-year cap in effect from previous years			Unknown
Total non-concessional contributions in previous 2 years			Unknown
Current Year Contributions	Note	Concessional	Non-Concessional
Caps	1	27,500.00	110,000.00
Cumulative Available Unused Cap	2	102,500.00	0.00
Contributions made (to this fund)	3	1,480.45	0.00
Contributions made (to other funds)		0.00	0.00
Contributions as allocated		1,480.45	0.00
Amount above caps	4	0.00	0.00
Available		128,519.55	110,000.00

Notes

- 1 . Non-concessional cap shown does NOT take prior year 'Bring Forward Rule' usage into account
- 2 . Member may be eligible to make catch-up concessional contributions
- 3 . Excludes any unmatched deposits
- 4 . Any excess concessional contributions are treated as non-concessional

Contributions Breakdown

<u>Income Type</u>	<u>Contribution Type</u>	<u>Amount</u>
Concessional	Employer	1,480.45
	Personal	0.00
	Family and friends	0.00
	Foreign superannuation fund	0.00
	Transfers from reserve	0.00
	Contributions as allocated	1,480.45
NonConcessional	Personal	0.00
	Spouse	0.00
	Child	0.00
	Transfers from reserve	0.00
	Foreign superannuation fund	0.00
	Contributions as allocated	0.00
Other	CGT small business 15-year exemption	0.00
	CGT small business retirement exemption	0.00
	Government Co-Contributions	0.00
	Directed termination payment (taxed)	0.00
	Directed termination payment (untaxed)	0.00
	Personal injury election	0.00
	Downsizer Contribution	0.00
	COVID-19 Re-Contribution	0.00
	Total Other contributions	0.00

Transactions

Date	Contribution Type	Concessional	Non-Concessional	Other	Source
05/05/2023	Employer Mandated	269.43			smsfdataflow
19/05/2023	Employer Mandated	269.43			smsfdataflow
02/06/2023	Employer Mandated	269.43			smsfdataflow
16/06/2023	Employer Mandated	133.30			smsfdataflow
30/06/2023	Employer Mandated	538.86			smsfdataflow

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

Mrs Stefanie Butlin

Totals:	1,480.45
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Transcend Super Fund
Investment Movement Summary
For the period 1 July 2022 to 30 June 2023

Investment	Opening Balance		Acquisitions		Disposals			Closing Balance		
	Qty	Cost	Qty	Cost	Qty	Proceeds	Profit/(Loss)	Qty	Cost	Market Value
<u>Bank</u>										
CBA Bank Account		0.00		325,340.78		185,227.94	0.00		140,112.84	140,112.84
		<u>0.00</u>		<u>325,340.78</u>		<u>185,227.94</u>	<u>0.00</u>		<u>140,112.84</u>	<u>140,112.84</u>
<u>Property Direct Market</u>										
34 Capricorn Drive Pacific Pines QLD 4211	0.00	0.00	1.00	788,036.25	0.00	8,101.57	0.00	1.00	779,934.68	758,000.00
Loans.com.au		0.00		1,033.78		606,400.00	0.00		(605,366.22)	(605,366.22)
		<u>0.00</u>		<u>789,070.03</u>		<u>614,501.57</u>	<u>0.00</u>		<u>174,568.46</u>	<u>152,633.78</u>
Fund Total		<u>0.00</u>		<u>1,114,410.81</u>		<u>799,729.51</u>	<u>0.00</u>		<u>314,681.30</u>	<u>292,746.62</u>

REIQ Accredited Agency

Contract for Houses and Residential Land

Eighteenth 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 houses and residential land in Queensland except for new residential property in which case the issue of GST liability must be dealt with by special condition.

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

REFERENCE SCHEDULE

Contract Date: 14-4-2023 If no date is inserted, the Contract Date is the date on which the last party signs the Contract

SELLER'S AGENT

NAME: RESULTS NOT PROMISES PTY LTD T/A LJ HOOKER PACIFIC PINES | HELENSVALE | HOPE ISLAND | SOLUTIONS GOLD COAST

ABN: 37158106640

LICENCE NO: 3563389

ADDRESS: 8 Discovery Drive

SUBURB: HELENSVALE STATE: QLD POSTCODE: 4212

PHONE: 07 5573 2099

MOBILE: 0417488277

FAX:

EMAIL: pellem@ljhgc.com.au

SELLER

NAME: SHUICHIRO KAKIZAKI

ABN:

ADDRESS: 38 SULLIVAN ROAD

SUBURB: TALLEBUDGERA STATE: QLD POSTCODE: 4228

PHONE:

MOBILE:

FAX:

EMAIL:

NAME: KANAKO KAKIZAKI

ABN:

ADDRESS: 38 SULLIVAN ROAD

SUBURB: TALLEBUDGERA STATE: QLD POSTCODE: 4228

PHONE:

MOBILE:

FAX:

EMAIL:

SELLER'S SOLICITOR

← or any other solicitor notified to the Buyer

NAME: MVLR LAWYERS

REF: CONTACT: MARK MUIR

ADDRESS: SUITE 3 THE FRENCH QUARTER, THE BOULEVARD
(P.O. BOX 3358 NERANG QLD 4211)

SUBURB: CARRARA STATE: QLD POSTCODE: 4211

PHONE: 07 5579 8342

MOBILE:

FAX:

EMAIL: MARK@MVLR.LAWYERS.COM.AU

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

000027812580

BUYER

NAME: CAPRICORN BARE PTY LTD AS TRUSTEE FOR CAPRICORN BARE TRUST ABN:

ADDRESS: 12 HEATHPOOL ROAD

SUBURB: HEATHPOOL STATE: S.A. POSTCODE: 5068

PHONE: MOBILE: FAX: EMAIL:

NAME: ABN:

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: MOBILE: FAX: EMAIL:

BUYER'S AGENT (If applicable)

NAME:

ABN: LICENCE NO:

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: MOBILE: FAX: EMAIL:

BUYER'S SOLICITOR

← or any other solicitor notified to the Seller

NAME:

REF: CONTACT:

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: MOBILE: FAX: EMAIL:

PROPERTY

Land: ADDRESS: 34 CAPRICORN DRIVE

SUBURB: PACIFIC PINES STATE: QLD POSTCODE: 4211

Built On Vacant

Description: Lot: 129

on: RP818543

Title Reference: 18731135

Area: 700m2 ← (more or less) Land sold as: Freehold Leasehold ← if neither is selected, the land is treated as being Freehold.

Present Use: RESIDENTIAL

Local Government: GOLD COAST CITY COUNCIL

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

000027812580

Excluded Fixtures: CURTAINS AND BLINDS WHICH BELONG TO THE TENANT.

Included Chattels:

PRICE

Deposit Holder: LJ HOOKER PACIFIC PINES | HELENSVALE | HOPE ISLAND

Deposit Holder's Trust Account: RESULTS NOT PROMISES PTY LTD T/A LJ HOOKER PACIFIC PINES| HELENSVALE

Bank: MACQUARIE BANK

BSB: 184 446 Account No: 3031 24895

Cyber Warning

Cyber criminals are targeting real estate transactions by sending fraudulent electronic communications (emails) impersonating lawyers and real estate agents. Before you pay any funds to another person or company using information that has been emailed to you or contained in this Contract, you should contact the intended recipient by telephone to verify and confirm the account details that have been provided to you.

Purchase Price: \$ 758,000.00

← Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Property to the Buyer.

Deposit: \$ 5,000.00 Initial Deposit payable on the day the Buyer signs this contract unless another time is specified below, WITHIN 2 BUSINESS DAYS FROM CONTRACT DATE

\$ 30,000.00 Balance Deposit (if any) payable on: WITHIN 2 BUSINESS DAYS FROM UNCONDITIONAL

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

FINANCE

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

Financier: BANK OR INSTITUTION OF BUYERS CHOICE

Finance Date: 21 DAYS FROM CONTRACT DATE

BUILDING AND/OR PEST INSPECTION DATE:

Inspection Date: 14 DAYS FROM CONTRACT DATE ← If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 4.1 does not apply.

MATTERS AFFECTING PROPERTY

Title Encumbrances:

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

NIL KNOWN, TITLE SEARCH ATTACHED AND SHOWS DETAILS AND FORMS PART OF THIS CONTRACT.

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

Tenancies:

←If the property is sold with vacant possession from settlement, insert 'Nil'. Otherwise complete details from Residential Tenancy Agreement.

TENANTS NAME:

KRISTIE GALLAGHER, KAITLYN COMPARINI & ISABELLA COMPARINI

TERM AND OPTIONS:

12 MONTHS LEASE

STARTING DATE OF TERM: 23 September 2022 ENDING DATE OF TERM: 21 September 2023 RENT: \$ 695.00 P/W BOND: \$ 2,780.00

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

000027812580

Managing Agent:

AGENCY NAME:

LJ HOOKER PACIFIC PINES

PROPERTY MANAGER:

MICHELLE WILLIAMS AND L J HOOKER RENTAL MANAGEMENT TEAM

ADDRESS: SHOP 1, 6 HOTHAM DRIVE

SUBURB: PACIFIC PINES

STATE: QLD

POSTCODE: 4211

PHONE:
07-55737218

MOBILE:

FAX:

EMAIL:
PACIFICPINES@LJH.COM.AU

POOL SAFETY

Q1 Is there a pool on the Land or on adjacent land used in association with the Land?

- Yes
- No

← **WARNING TO SELLER:** Under clause 5.3(1)(e) the Seller must provide a Pool Compliance Certificate at settlement. If there is no Pool Compliance Certificate at the Contract Date you must give a Notice of No Pool Safety Certificate to the Buyer prior to entering into this contract.

Q2 If the answer to Q1 is Yes, is there a Pool Compliance Certificate for the pool at the time of contract?

- Yes
- No

ELECTRICAL SAFETY SWITCH AND SMOKE ALARM

This section must be completed unless the Land is vacant.

The Seller gives notice to the Buyer that an Approved Safety Switch for the General Purpose Socket Outlets is:

(select whichever is applicable)

- installed in the residence
- not installed in the residence

← **WARNING:** By giving false or misleading information in this section, the Seller may incur a penalty. The Seller should seek expert and qualified advice about completing this section and not rely on the Seller's Agent to complete this section.

The Seller gives notice to the Buyer that smoke alarms complying with the Smoke Alarm Requirement Provision are:

(select whichever is applicable)

- installed in the residence
- not installed in the residence

← **WARNING:** Under clause 7.8 the Seller must install smoke alarms complying with the Smoke Alarm Requirement Provision in any domestic dwelling on the Land. Failure to do so is an offence under the Fire and Emergency Services Act 1990.

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 Land:

(select whichever is applicable)

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

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

GST WITHHOLDING OBLIGATIONS

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

(select whichever is applicable)

- Yes
- No

← **WARNING:** the Buyer warrants in clause 2.5(6) that this information is true and correct.

[Note: An example of an acquisition for a creditable purpose would be the purchase of the Land by a building contractor, who is registered for GST, for the purposes of building a house on the Land and selling it in the ordinary course of its business.]

The Seller gives notice to the Buyer in accordance with section 14-255(1)(a) of the Withholding Law that:

(select whichever is applicable)

- the Buyer is not required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property
- the Buyer is required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property. Under section 14-255(1) of the Withholding Law, the Seller is required to give further details prior to settlement.

← **WARNING:** All sellers of residential premises or potential residential land are required to complete this notice. Section 14-250 of the Withholding Law applies to the sale of 'new residential premises' or 'potential residential land' (subject to some exceptions) and requires an amount to be withheld from the Purchase Price and paid to the ATO. The Seller should seek legal advice if unsure about completing this section.

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

000027812580

The REIQ Terms of Contract for Houses and Residential Land (Pages 6-15) (Eighteenth Edition) contain the Terms of this Contract.

SPECIAL CONDITIONS

- 1. Annexure "A" Title Search and Annexure "B" Smoke Alarm Compliance, are attached and deemed to form part of this contract and should be read in conjunction herewith.
- 2. The seller hereby authorises full payment of the commission inclusive of GST to the seller's agent named herein, at settlement. Should the amount payable be greater than the amount held by the deposit holder, then the seller hereby irrevocably instructs its solicitor to account the seller's agent for the balance commission payable at settlement plus any outstanding advertising.
- 3. The parties agree that should standard condition 3 apply to this contract, that the following clause shall also apply:
3.5 In order to constitute a valid notice of termination, the notice must include a copy of a letter from the financier stating that the buyer has been unable to obtain finance approval.
- 4. The parties acknowledge and agree that, the agent did not give either party any legal advice as to the meaning of or the effect of any terms in the contract whether standard terms in the terms of the contract or special conditions and that the agent recommend to both parties, that they should seek independent legal advice for any questions or queries in relation to the meaning of and the effect of any terms, special conditions or annexures in or attached to the contract.
- 5. The buyer acknowledges that it has not relied on any representations by the seller, the seller's agent or any other person or corporation on or before entering in to the contract other than as set out in this contract and that the conditions in this contract constitute the only agreement between the buyer and seller.
- 6. This Contract may be entered into by and becomes binding on the parties named in the Contract (and is thus considered the original contract) upon one party signing the Contract that has been signed by the other (or a photocopy or facsimile or email copy of such Contract) and transmitting a facsimile and/or email copy of it to the other party or to the other party's agent or solicitor.
- 7. All parties further agree and acknowledge that facsimile/email or any other form of electronic transmission can be used for the purpose of communication in relation to this contract.
- 8. The buyers acknowledges they are recommended under the this contract to obtain building insurance cover on the purchase property before 5pm the first business day after the contract date.

SETTLEMENT

Settlement Date: 50 DAYS FROM CONTRACT DATE

← or any later date for settlement in accordance with clause 6.2, 6.3, 10.5, 11.4 or any other provision of this Contract.

WARNING: The Settlement Date as stated may change. Read clauses 6.2, 6.3, 10.5 and 11.4. If you require settlement on a particular date, seek legal advice prior to signing.

Place for Settlement: GOLD COAST QUEENSLAND AUSTRALIA

← If Brisbane is inserted or this is not completed, this is a reference to Brisbane CBD.

SIGNATURES

The contract may be subject to a 5 business day statutory cooling-off period. A termination penalty of 0.25% of the purchase price applies if the Buyer terminates the contract during the statutory cooling-off period. It is recommended the Buyer obtain an independent property valuation and independent legal advice about the contract and his or her cooling-off rights, before signing.

Buyer:  DocuSigned by: Andrew Bullin 50029471318485

Witness: _____

Buyer:  DocuSigned by: Stephanie Bullin 50AB00C1E10A07

Witness: _____

By placing my signature above, I warrant that I am the Buyer named in the Reference Schedule or authorised by the Buyer to sign.

(Note: No witness is required if the Buyer signs using an Electronic Signature)

Seller:  DocuSigned by: 41C74E20F36046

Witness: _____

Seller:  DocuSigned by: 83A0205056471

Witness: _____

By placing my signature above, I warrant that I am the Seller named in the Reference Schedule or authorised by the Seller to sign.

(Note: No witness is required if the Seller signs using an Electronic Signature)

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

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TERMS OF CONTRACT FOR HOUSES AND RESIDENTIAL LAND

1. DEFINITIONS

1.1 In this contract, terms in bold in the Reference Schedule have the meanings shown opposite them and unless the context otherwise requires:

- (a) **"Approved Safety Switch"** means a residual current device as defined in the *Electrical Safety Regulation 2013*;
- (b) **"ATO"** means the Australian Taxation Office;
- (c) **"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;
- (d) **"Balance Purchase Price"** means the Purchase Price, less the Deposit paid by the Buyer;
- (e) **"Bank"** means an authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth);
- (f) **"Bond"** means a bond under the *Residential Tenancies and Rooming Accommodation Act 2008*;
- (g) **"Building Inspector"** means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulations 2003*;
- (h) **"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);
- (i) **"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;
- (j) **"Contract Date"** or **"Date of Contract"** means:
 - (i) the date inserted in the Reference Schedule as the Contract Date; or
 - (ii) if no date is inserted, the date on which the last party signs this contract;
- (k) **"Court"** includes any tribunal established under statute;
- (l) **"Digitally Sign"** and **"Digital Signature"** have the meaning in the ECNL;
- (m) **"ECNL"** means the Electronic Conveyancing National Law (Queensland);
- (n) **"Electronic Conveyancing Documents"** has the meaning in the *Land Title Act 1994*;
- (o) **"Electronic Lodgement"** means lodgement of a document in the Land Registry in accordance with the ECNL;
- (p) **"Electronic Settlement"** means settlement facilitated by an ELNO System;
- (q) **"Electronic Signature"** means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
- (r) **"Electronic Workspace"** means a shared electronic workspace within the ELNO System nominated by the Seller that allows the Buyer and Seller to effect Electronic Lodgement and Financial Settlement;
- (s) **"ELNO"** has the meaning in the ECNL;
- (t) **"ELNO System"** means a system provided by an ELNO capable of facilitating Financial Settlement and Electronic Lodgement in Queensland;
- (u) **"Encumbrances"** includes:
 - (i) unregistered encumbrances;
 - (ii) statutory encumbrances; and
 - (iii) Security Interests;
- (v) **"Essential Term"** includes, in the case of breach by:
 - (i) the Buyer: clauses 2.2, 2.5(1), 2.5(5), 5.1 and 6.1; and
 - (ii) the Seller: clauses 2.5(5), 5.1, 5.3(1)(a)-(e), 5.5 and 6.1;
 but nothing in this definition precludes a Court from finding other terms to be essential;
- (w) **"Extension Notice"** means a notice under clause 6.2(1);
- (x) **"Financial Institution"** means a Bank, Building Society or Credit Union;
- (y) **"Financial Settlement"** means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule;
- (z) **"Financial Settlement Schedule"** means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts;
- (aa) **"General Purpose Socket Outlet"** means an electrical socket outlet as defined in the *Electrical Safety Regulation 2013*;
- (bb) **"GST"** means the goods and services tax under the GST Act;
- (cc) **"GST Act"** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and includes other GST related legislation;
- (dd) **"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;
- (ee) **"Improvements"** means all fixed structures on the Land and includes all items fixed to them (such as stoves, hot water systems, fixed carpets, curtains, blinds and their fittings, clothes lines, fixed satellite dishes and television antennae, in-ground plants) but does not include the Reserved Items;
- (ff) **"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;
- (gg) **"Outgoings"** means rates or charges on the Land by any competent authority (for example, council rates, water rates, fire service levies) but excludes land tax;
- (hh) **"Pest Inspector"** means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulations 2003*;
- (ii) **"Pool Compliance Certificate"** means:
 - (i) a Pool Safety Certificate under section 231C(a) of the *Building Act 1975*; or
 - (ii) a building certificate that may be used instead of a Pool Safety Certificate under section 246AN(2) of the *Building Act 1975*; or
 - (iii) an exemption from compliance on the grounds of impracticality under section 245B of the *Building Act 1975*;

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- (jj) "PPSR" means the Personal Property Securities Register established under *Personal Property Securities Act 2009* (Cth);
- (kk) "Property" means:
 - (i) the Land;
 - (ii) the Improvements; and
 - (iii) the Included Chattels;
- (ll) "Rent" means any periodic amount payable under the Tenancies;
- (mm) "Reserved Items" means the Excluded Fixtures and all Chattels on the Land other than the Included Chattels;
- (nn) "Security Interests" means all security interests registered on the PPSR over Included Chattels and Improvements;
- (oo) "Services" means infrastructure for the provision of services including water, gas, electricity, telecommunications, sewerage or drainage;
- (pp) "Smoke Alarm Requirement Provision" has the meaning in section 104RA of the *Fire and Emergency Services Act 1990*;
- (qq) "Transfer Documents" means:
 - (i) the form of transfer under the *Land Title Act 1994* required to transfer title in the Land 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).

2. PURCHASE PRICE

2.1 GST

- (1) Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Property to the Buyer.
- (2) If a party is required to make any other payment or reimbursement under this contract, that payment or reimbursement will be reduced by the amount of any input tax credits to which the other party (or the representative member for a GST group of which it is a member) is entitled.

2.2 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) Subject to clause 2.2(4), if the Buyer:
 - (a) effects an electronic transaction to pay all or part of the Deposit to the account of Deposit Holder on a day;
 - (b) provides written evidence to the Deposit Holder that the electronic transaction has occurred; and
 - (c) does not take any action to defer the payment to the Deposit Holder to a later day,
 the payment is taken to be received by the Deposit Holder on the day the Buyer effects the electronic transaction even if, because of circumstances beyond the Buyer's control, the payment to the Deposit Holder's account happens on a later day.

- (4) If the buyer has complied with clause 2.2(3) but the Deposit Holder has not received the payment by the due date:
 - (a) the Seller may give the Buyer notice that the payment has not been received by the Deposit Holder; and
 - (b) if the payment has not been paid into the account of the Deposit Holder by 5pm on the date 2 Business Days after the Seller's notice under clause 2.2(4)(a) is given to the Buyer then clause 2.2(3) will not apply and the Buyer will be in default.
- (5) The Seller may recover from the Buyer as a liquidated debt any part of the Deposit which is not paid when required.

2.3 Investment of Deposit

- if:
- (1) the Deposit Holder is instructed by either the Seller or the Buyer; and
 - (2) it is lawful to do so;
- the Deposit Holder must:
- (3) 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
 - (4) provide the parties' tax file numbers to the Financial Institution (if they have been supplied).

2.4 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.

2.5 Payment of Balance Purchase Price

- (1) On the Settlement Date, the Buyer must pay the Balance Purchase Price by bank cheque as the Seller or the Seller's Solicitor directs.
- (2) Despite any other provision of this contract, a reference to a "bank cheque" in clause 2.5:
 - (a) includes a cheque drawn by a building society or credit union on itself;
 - (b) does not include a cheque drawn by a building society or credit union on a Bank;
 and the Seller is not obliged to accept a cheque referred to in clause 2.5(2)(b) on the Settlement Date.
- (3) If both the following apply:
 - (a) the sale is not an excluded transaction under section 14-215 of the Withholding Law; and
 - (b) the Seller has not given the Buyer on or before settlement for each person comprising the Seller either:
 - (i) an ATO Clearance Certificate; or
 - (ii) a variation notice under section 14-235 of the Withholding Law which remains current at the Settlement Date varying the CGT Withholding Amount to nil,

then:

- (c) for clause 2.5(1), the Seller irrevocably directs the Buyer to draw a bank cheque for the CGT Withholding Amount in favour of the Commissioner of Taxation or, if the Buyer's Solicitor requests, the Buyer's Solicitor's Trust Account;
 - (d) the Buyer must lodge a *Foreign Resident Capital Gains Withholding Purchaser Notification Form* with the ATO for each person comprising the Buyer and give copies to the Seller with the payment reference numbers (PRN) on or before settlement;
 - (e) the Seller must return the bank cheque in paragraph (c) to the Buyer's Solicitor (or if there is no Buyer's Solicitor, the Buyer) at settlement; and
 - (f) the Buyer must pay the CGT Withholding Amount to the ATO in accordance with section 14-200 of the Withholding Law and give the Seller evidence that it has done so within 2 Business Days of settlement occurring.
- (4) For clause 2.5(3) and section 14-215 of the Withholding Law, the market value of the CGT asset is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit unless:
- (a) the Property includes items in addition to the Land and Improvements; and
 - (b) no later than 2 Business Days before the Settlement Date, the Seller gives the Buyer a valuation of the Land and Improvements prepared by a registered valuer,
- in which case the market value of the Land 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:
- (a) the Seller must give the Buyer a notice in accordance with section 14-255(1) of the Withholding Law;
 - (b) prior to settlement the Buyer must lodge with the ATO:
 - (i) a *GST Property Settlement Withholding Notification* form ("Form 1"); and
 - (ii) a *GST Property Settlement Date Confirmation* form ("Form 2");
 - (c) on or before settlement, the Buyer must give the Seller copies of:
 - (i) the Form 1;
 - (ii) confirmation from the ATO that the Form 1 has been lodged specifying the Buyer's lodgement reference number and payment reference number;
 - (iii) confirmation from the ATO that the Form 2 has been lodged; and
 - (iv) a completed ATO payment slip for the Withholding Amount.
 - (d) the Seller irrevocably directs the Buyer to draw a bank cheque for the GST Withholding Amount in favour of the Commissioner of Taxation and deliver it to the Seller at settlement; and
 - (e) the Seller must pay the GST Withholding Amount to the ATO in compliance with section 14-250 of the Withholding Law promptly after settlement.
- (6) The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.

2.6 Adjustments

- (1) Rent and Outgoings must be apportioned between the parties in accordance with this clause 2.6 and any adjustments paid and received on settlement so that:
 - (a) the Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date; and
 - (b) the Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date.
- (2) Subject to clauses 2.6(3), 2.6(5), and 2.6(14), 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 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 separate assessment (excluding any discount).
- (3) If there is no separate assessment of rates for the Land at the Settlement Date and the Local Government informs the Buyer that it will not apportion rates between the Buyer and the Seller, then:
 - (a) the amount of rates to be adjusted is that proportion of the assessment equal to the ratio of the area of the Land to the area of the parcel in the assessment; 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) The Seller is liable for land tax assessed on the Land for the financial year current at the Settlement Date. If land tax is unpaid at the Settlement Date and the Queensland Revenue Office advises that it will issue a final clearance for the Land on payment of a specified amount, then the Seller irrevocably directs the Buyer to draw a bank cheque for the specified amount from the Balance Purchase Price at settlement and the Buyer must pay it promptly to the Queensland Revenue Office.
- (5) 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.
- (6) If any Outgoings are assessed but unpaid at the Settlement Date, then the Seller irrevocably directs the Buyer to draw a bank cheque for the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority. 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 2.6(2).
- (7) Rent for any rental period ending on or before the Settlement Date belong to the Seller and are not adjusted at settlement.
- (8) Unpaid Rent for the rental period including both the Settlement Date and the following day ("Current Period") is not adjusted until it is paid.
- (9) Rent already paid for the Current Period or beyond must be adjusted at settlement.

- (10) 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 2.6(7), 2.6(8) and 2.6(9).
- (11) Payments under clause 2.6(10) 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.
- (12) The cost of Bank cheques payable at settlement:
- to the Seller or its mortgagee are the responsibility of the Buyer; and
 - to parties other than the Seller or its mortgagee are the responsibility of the Seller and the Seller will reimburse this cost to the Buyer as an adjustment at settlement.
- (13) 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.
- (14) Upon written request by the Buyer, the Seller will, before settlement, give the Buyer a written statement, supported by reasonable evidence, of:
- 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
 - any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 2.6.

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
 - 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 upon the Buyer obtaining a written building report from a Building Inspector and a written pest report from a Pest Inspector (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 Inspector's 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
 - 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; and
 - subject to clause 5.1(2), in the Place for Settlement at the office of a solicitor, Financial Institution or settlement agent nominated by the Seller.
- (2) If the Seller has not nominated an office under clause 5.1(1)(b) or the parties have not otherwise agreed where settlement is to occur by 5pm on the date 2 Business Days before the Settlement Date, section 61(2)(c) of the *Property Law Act 1974* applies.

5.2 Transfer Documents

- (1) The Transfer Documents must be prepared by the Buyer 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 Queensland Revenue Office nearest the Place for Settlement for stamping before settlement.

5.3 Documents and Keys at Settlement

- (1) In exchange for payment of the Balance Purchase Price, the Seller must deliver to the Buyer at settlement:
- 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
 - if requested by the Buyer not less than 2 clear Business Days before the Settlement Date, the Keys; and
 - if there are Tenancies:
 - the Seller's copy of any Tenancy agreements;
 - a notice to each Tenant advising of the sale in the form required by law; and
 - any notice required by law to transfer to the Buyer the Seller's interest in any Bond; and
 - a copy of a current Pool Compliance Certificate for each regulated pool on the Land unless:
 - the Seller has done this before settlement; or
 - the Seller has given the Buyer a notice under section 28 of the *Building Regulation 2021* (Notice of No Pool Safety Certificate) before entry into this contract.
- (2) If the Keys are not required to be delivered at Settlement under clause 5.3(1)(c), the Seller must deliver the Keys to the Buyer on or before settlement. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.

5.4 Assignment of Covenants and Warranties

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

- (1) covenants by the Tenants under the Tenancies;
 - (2) guarantees and Bonds (subject to the requirements of the *Residential Tenancies and Rooming Accommodation Act 2008*) supporting the Tenancies;
 - (3) manufacturer's warranties regarding the Included Chattels; and
 - (4) builders' warranties on the Improvements;
- to the extent they are assignable. 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 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 Land and the Improvements except for the Tenancies. Title to the Included Chattels passes at settlement.

5.6 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 5.6(2) or 5.6(3).

5.7 Consent to Transfer of State Lease

- (1) If the Land sold is leasehold, this contract is subject to any necessary consent to the transfer of the lease to the Buyer being obtained by the Settlement Date.
- (2) The Seller must apply for the consent required as soon as possible.
- (3) The Buyer must do everything reasonably required to help obtain this consent.

6. TIME

6.1 Time of the Essence

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

6.2 Extension of Settlement Date

- (1) Either party may, at any time up to 4pm on the Settlement Date, extend the Settlement Date by giving a notice under this clause nominating a new date for settlement which must be no later than 5 Business Days after the Scheduled Settlement Date.
- (2) The Settlement Date will be the date specified in the Extension Notice and time is of the essence in respect of this date.
- (3) More than one Extension Notice may be given under clause 6.2(1) but the new date for settlement nominated in an Extension Notice may not be a date later than 5 Business Days after the Scheduled Settlement Date.
- (4) In this clause 6.2, "**Scheduled Settlement Date**" means the Settlement Date specified in the Reference Schedule as extended:
 - (a) by agreement of the parties; or
 - (b) under clause 6.3 or 11.4,
 but excludes any extension of the Settlement Date as a result of the operation of this clause 6.2.

6.3 Delay Event

- (1) This clause 6.3 applies if a party is unable to perform a Settlement Obligation solely as a consequence of a Delay Event but does not apply where the inability is attributable to:
 - (a) damage to, destruction of or diminution in value of the Property or other property of the Seller or Buyer; or
 - (b) termination or variation of any agreement between a party and another person whether relating to the provision of finance, the release of an Encumbrance, the sale or purchase of another property or otherwise.
- (2) Time for the performance of the parties' Settlement Obligations is suspended and ceases to be of the essence of the contract and the parties are deemed not to be in breach of their Settlement Obligations.
- (3) An Affected Party must take reasonable steps to minimise the effect of the Delay Event on its ability to perform its Settlement Obligations.
- (4) When an Affected Party is no longer prevented from performing its Settlement Obligations due to the Delay Event, the Affected Party must give the other party a notice of that fact, promptly.
- (5) When the Suspension Period ends, whether notice under clause 6.3(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; and
 - (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;
 - (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 6.3:
 - (a) "**Affected Party**" means a party referred to in clause 6.3(1);
 - (b) "**Delay Event**" means:
 - (i) a tsunami, flood, cyclone, earthquake, bushfire or other act of nature;
 - (ii) riot, civil commotion, war, invasion or a terrorist act;
 - (iii) an imminent threat of an event in paragraphs (i) or (ii);
 - (iv) compliance with any lawful direction or order by a Government Agency; or
 - (v) if clause 2.5 applies, the computer system operated by the ATO for the GST Withholding notifications referred to in clause 2.5(5)(c) is inoperative;
 - (c) "**Government Agency**" means the government of the Commonwealth of Australia or an Australian State, Territory or local government and includes their authorities, agencies, government owned corporations and authorised officers, courts and tribunals;
 - (d) "**Settlement Obligations**" means, in the case of the Buyer, its obligations under clauses 2.5(1), 2.5(5)(b) and (c) and 5.1(1) and, in the case of the Seller, its obligations under clauses 5.1(1), 5.3(1)(a) – (e) and 5.5;
 - (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 Land is sold subject to:

- (1) any reservations or conditions on the title or the original Deed of Grant (if freehold); or
- (2) the Conditions of the Crown Lease (if leasehold).

7.2 Encumbrances

The Property is sold free of all Encumbrances other than the Title Encumbrances and Tenancies.

7.3 Requisitions

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

7.4 Seller's Warranties

- (1) The Seller's warranties in clauses 7.4(2) and 7.4(3) apply except to the extent disclosed by the Seller to the Buyer:
 - (a) in this contract; or
 - (b) in writing before the Buyer signed this contract.
- (2) The Seller warrants that, at the Contract Date:
 - (a) there is no outstanding notice under section 246AG, 247 or 248 of the *Building Act 1975* or section 167 or 168 of the *Planning Act 2016* that affects the Property;
 - (b) the Seller has not received any communication from a competent authority that may lead to the issue of a notice referred to in clause 7.4(2)(a) or a notice or order referred to in clause 7.6(1);
 - (c) there are no current or threatened claims or proceedings which may lead to a Court order or writ of execution affecting the Property;
 - (d) there is no outstanding obligation on the Seller to give notice to the administering authority under the *Environmental Protection Act 1994* of a notifiable activity being conducted on the Land; and
 - (e) 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 the *Environmental Protection Act 1994*.
- (3) The Seller warrants that at settlement:
 - (a) if the Land is freehold: it will be the registered owner of an estate in fee simple in the Land and will own the rest of the Property;
 - (b) if the Land is leasehold: it will be the registered lessee, the lease is not liable to forfeiture because of default under the lease, and it will own the rest of the Property;
 - (c) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
 - (d) there will be no unsatisfied Court order or writ of execution affecting the Property.
- (4) If the Seller breaches a warranty in clause 7.4(2) or 7.4(3), the Buyer may terminate this contract by notice to the Seller given before settlement.
- (5) The Seller does not warrant that the Present Use is lawful.

7.5 Survey and Mistake

- (1) The Buyer may survey the Land.
- (2) If:
 - (a) there is an error in the boundaries or area of the Land;
 - (b) there is an encroachment by structures onto or from the Land;
 - (c) there are Services that pass through the Land which do not service the Land and are not protected by any Encumbrance disclosed to the Buyer in this contract; or

(d) there is a mistake or omission in describing the Property or the Seller's title to it,

which is material, the Buyer may terminate this contract by notice to the Seller given before settlement.

- (3) If a matter referred to in clause 7.5(2) is:
 - (a) immaterial; or
 - (b) 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.
- (4) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(3).

7.6 Requirements of Authorities

- (1) Any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property must be fully complied with:
 - (a) if issued before the Contract Date: by the Seller before the Settlement Date unless clause 7.6(4) applies; or
 - (b) if issued on or after the Contract Date: by the Buyer unless clause 7.6(3) applies.
- (2) If the Seller fails to comply with clause 7.6(1)(a), the Buyer is entitled to claim the reasonable cost of complying with the notice or order from the Seller after settlement as a debt.
- (3) If any notice or order referred to in clause 7.6(1)(b) is required to be complied with before the Settlement Date:
 - (a) the Seller must comply with the notice or order; and
 - (b) at settlement, the Buyer must pay the reasonable costs incurred by the Seller in doing so,
 unless the Buyer directs the Seller not to and indemnifies the Seller against any liability incurred for failure to comply with the notice or order.
- (4) The Buyer must comply with any notice or order referred to in clause 7.6(1) which is disclosed by the Seller to the Buyer:
 - (a) in this contract; or
 - (b) in writing before the Buyer signed this contract.

7.7 Property Adversely Affected

- (1) If at the Contract Date:
 - (a) the Present Use is not lawful under the relevant town planning scheme;
 - (b) the Land is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Land;
 - (c) access to the Land passes unlawfully through other land;
 - (d) any Services to the Land which pass through other land are not protected by a registered easement, building management statement or by statutory authority;
 - (e) any competent authority has issued a current notice to treat, or notice of intention to resume, regarding any part of the Land;
 - (f) there is an outstanding condition of a development approval attaching to the Land 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)(d);
 - (g) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List;

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

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- (h) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*;
- (i) there is a charge against the Land under section 104 of the *Foreign Acquisitions and Takeovers Act 1975* (Cth),

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

7.8 Compliant Smoke Alarms

- (1) The Seller must install smoke alarms in any domestic dwelling on the Land in accordance with the Smoke Alarm Requirement Provision by the Settlement Date.
- (2) If the Seller fails to comply with clause 7.8(1), the Buyer is entitled to an adjustment at settlement equal to 0.15% of the Purchase Price but only if claimed by the Buyer in writing on or before settlement. This is the Buyers only remedy for non-compliance with clause 7.8(1).

7.9 Dividing Fences

Notwithstanding any provision in the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*, the Seller need not contribute to the cost of building any dividing fence between the Land 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;
- (4) once to value the Property before settlement; and
- (5) once to carry out an inspection for smoke alarms installed in the Property.

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 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 or expenditure 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.

8.4 Information Regarding the Property

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

- (1) copies of all documents relating to any unregistered interests in the Property;
- (2) full details of the Tenancies to allow the Buyer to properly manage the Property after settlement;

- (3) sufficient details (including the date of birth of each Seller who is an individual) to enable the Buyer to undertake a search of the PPSR;
- (4) the Local Government rate account number for the Land; and
- (5) further copies or details if those previously given cease to be complete and accurate.

8.5 Possession Before Settlement

If possession is given before settlement:

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

9. PARTIES' DEFAULT

9.1 Seller and Buyer May Affirm or Terminate

- (1) 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 under this clause.
- (2) Clause 9.1 does not limit any other right or remedy of the parties including those under this contract or any right at law or in equity.

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
 - (b) under clause 9.9(1)(b), from the date of judgement until paid.
- (3) Any amount payable under clause 9.9(1)(a) in respect of a period prior to settlement must be paid by the Buyer at settlement. If this contract is terminated or if any amount remains unpaid after settlement, interest continues to accrue.
- (4) Nothing in this clause affects any other rights of the Seller under this contract or at law.

10. GENERAL**10.1 Seller's Agent**

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

10.2 Foreign Buyer Approval

The Buyer warrants that either:

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

10.3 Duty

The Buyer must pay all duty on this contract.

10.4 Notices

- (1) Notices under this contract must be in writing.
- (2) Notices under this contract or Notices required to be given by law may be given and received by the party's solicitor.
- (3) Notices under this contract or Notices required to be given by law may be given by:
 - (a) delivering or posting to the other party or its solicitor; or
 - (b) sending it to the facsimile number of the other party or its solicitor stated in the Reference Schedule (or another facsimile number notified by the recipient to the sender); or
 - (c) sending it to the email address of the other party or its solicitor stated in the Reference Schedule (or another email address notified by the recipient to the sender).
- (4) Subject to clause 10.4(5), a notice given after this contract is entered into in accordance with clause 10.4(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 10.4(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 10.4(3)(c) and clause 12.2 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.
- (9) A communication given using a messaging system in an ELNO System is not a notice for the purpose of this contract.

10.5 Business Days

- (1) If anything is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day.
- (2) If the Finance Date or Inspection Date fall on a day that is not a Business Day, then it falls on the next Business Day.
- (3) If clause 11 applies and the Settlement Date falls on a day on which both the Sydney and Melbourne offices of the Reserve Bank of Australia are closed, the Settlement Date will be taken to be the next Business Day.

10.6 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.

10.7 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.

10.8 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.

10.9 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.

(6) Calculating Time

If anything is permitted or required to be done:

- (a) a number of days or Business Days before a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date;

Example: if the Settlement Date falls on a Friday, 2 days before the Settlement Date is Wednesday.

- (b) "at least" a number of days or Business Days before a specified date or a clear number of days or Business Days before a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date and excluding the day on which the thing may or must be done;

Example: if the Settlement Date falls on a Friday, at least 2 days before the Settlement Date or 2 clear days before the Settlement Date is Tuesday.

- (c) a number of days or Business Days after a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date.

Example: if the Contract Date falls on a Monday, 2 days after the Contract Date is Wednesday.

- (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.

- (5) 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 before 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 11.2(5)(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.

10.10 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.

11.3 Electronic Settlement

- (1) Clauses 5.1(1)(b), 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 2.5(1).
- (3) The Seller and Buyer will be taken to have complied with:
- (a) clause 2.5(3)(c), (e) and (f); and
- (b) clause 2.5(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)(c)) in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and
- (ii) gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than the Business Day after settlement; and
- (iii) if requested by the Buyer, provides copies of documents in the Seller's Solicitors possession.
- (5) A party is not in default to the extent it is prevented from complying with an obligation because the other party or the other party's Financial Institution has not done something in the Electronic Workspace.
- (6) Any rights under the contract or at law to terminate the contract may not be exercised during the time the Electronic Workspace is locked for Electronic Settlement.
- (7) Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.

11. ELECTRONIC SETTLEMENT**11.1 Application of Clause**

Clause 11:

- (a) applies if the form of transfer under the *Land Title Act 1994* required to transfer title in the Land to the Buyer is a required instrument to which section 5(1) of the *Land Title Regulation 2022* applies;
- (b) continues to apply even if section 5(2)(a)(ii) of the *Land Title Regulation 2022* applies; and
- (c) overrides any other provision of this contract to the extent of any inconsistency.

11.2 Nomination of ELNO System and Completion of Electronic Workspace

- (1) The Seller must nominate the ELNO System to be used for the Electronic Settlement. Despite clause 10.4(9), the Seller may nominate the ELNO System by sending or accepting an invitation to an Electronic Workspace in an ELNO System.
- (2) The parties must:
- (a) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and
- (b) do everything else required in the Electronic Workspace or otherwise to enable settlement to occur on the Settlement Date.
- (3) If the parties cannot agree on a time for settlement, the time to be nominated in the Electronic Workspace is 4pm AEST.
- (4) If any part of the Purchase Price is to be paid to discharge an Outgoing:
- (a) the Buyer may, by notice in writing to the Seller, require that the amount is paid to the Buyer's Solicitor's trust account and the Buyer is responsible for paying the amount to the relevant authority;

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

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11.4 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, Queensland Revenue Office, Reserve Bank, a Financial Institution or the relevant ELNO System is inoperative or unavailable, neither party is in default and the Settlement Date is deemed to be the next Business Day. Time remains of the essence.

11.5 Costs

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

12. ELECTRONIC CONTRACT AND DISCLOSURE

12.1 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.

12.2 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.

ANNEXURE A

CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 43844345

Search Date: 14/03/2023 13:30

Title Reference: 18731135

Date Created: 28/03/1994

34 CAPRICORN DRIVE PACIFIC PINES

Previous Title: 18465004

QED 4211

REGISTERED OWNER

Dealing No: 717568059 11/10/2016

SHUICHIRO KAKIZAKI

KANAKO KAKIZAKI

JOINT TENANTS

ESTATE AND LAND

Estate in Fee Simple

LOT 129 REGISTERED PLAN 818543

Local Government: GOLD COAST

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10529195 (POR 53)
2. MORTGAGE No 721553518 17/03/2022 at 14:38
MACQUARIE BANK LIMITED A.C.N. 008 583 542

ADMINISTRATIVE ADVICES - NIL

UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2023]

Requested By: D-ENQ INFOTRACK PTY LIMITED

Initial



STATEMENT OF COMPLIANCE

"ANNEXURE B"

PROPERTY

34 Capricorn Drive
Pacific Pines QLD, 4211

PROPERTY STATUS

Currently Compliant

TYPE OF VISIT

Change of Tenancy

INSPECTION DATE

16/09/2022

Smoke Alarms (IC) Summary:

Position	Power	Type	Make	Model	Expiry	dB
HALL	3vLiRF(EP)	P/E Interconnected	EMERALD PLANE	EP-RANG-RF-10 2031		99
BEDROOM 1	3vLiRF(EP)	P/E Interconnected	EMERALD PLANE	EP-RANG-RF-10 2031		99
BEDROOM 2	3vLiRF(EP)	P/E Interconnected	EMERALD PLANE	EP-RANG-RF-10 2031		99
BEDROOM 3	3vLiRF(EP)	P/E Interconnected	EMERALD PLANE	EP-RANG-RF-10 2031		99
BEDROOM 4	3vLiRF(EP)	P/E Interconnected	EMERALD PLANE	EP-RANG-RF-10 2031		99

All smoke alarms located within the property as detailed above have been cleaned and tested as per manufacturers instructions and been installed in accordance with Australian Standard AS 3786 (2014) Smoke Alarms, Building Code of Australia, Volume 2 Part 3.7.2 of the National Construction code series (BCA) and AS 3000-2007 Electrical installations.

* Not required for compliance

Where alarm Power is 240v or 240vLi the alarm is mains powered. (Hard Wired). All other alarms are battery powered.

Smoke Alarm Testing Services Pty Ltd.
ABN: 28 132 807 491

PO Box 6393, Yatala DC QLD 4207
t: 1300 41 66 67 - e: info@sats.com.au



Certificate Of Completion

Envelope Id: 21D2D9AE2B31466EA4173BD0AA9AF2F6 Status: Completed
 Subject: Complete with DocuSign: Amened contract name 34 Capricorn dr Pacific Pines for signing.pdf
 Source Envelope:
 Document Pages: 17 Signatures: 4 Envelope Originator:
 Certificate Pages: 5 Initials: 0 Paul Ellem
 AutoNav: Enabled pellem@ljhgc.com.au
 Envelope Stamping: Enabled IP Address: 43.251.109.129
 Time Zone: (UTC+10:00) Brisbane

Record Tracking

Status: Original Holder: Paul Ellem Location: DocuSign
 14-04-2023 | 12:47 pellem@ljhgc.com.au

Signer Events

Andrew Butlin
 andrewbtln@gmail.com
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 50636467A51B4B9
 Signature Adoption: Pre-selected Style
 Using IP Address: 60.242.79.14

Timestamp

Sent: 14-04-2023 | 12:54
 Resent: 14-04-2023 | 15:55
 Viewed: 14-04-2023 | 15:57
 Signed: 14-04-2023 | 15:58

Electronic Record and Signature Disclosure:
 Accepted: 14-04-2023 | 15:05
 ID: ea9fe9fa-b160-41ef-9327-77e0055ece4b

Stefanie Butlin
 stefaniefederico@gmail.com
 Security Level: Email, Account Authentication (None)


DocuSigned by:

 50A860EE1EB8467
 Signature Adoption: Pre-selected Style
 Using IP Address: 125.168.143.1

Sent: 14-04-2023 | 15:58
 Viewed: 14-04-2023 | 16:38
 Signed: 14-04-2023 | 16:38

Electronic Record and Signature Disclosure:
 Accepted: 14-04-2023 | 16:38
 ID: 2ed0fecb-0954-42f9-8a4e-6d3aedf12fff

Shuichiro Kakizaki
 skakizaki19@gmail.com
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 4FC74E06F3504A0
 Signature Adoption: Drawn on Device
 Using IP Address: 118.208.220.142

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 Viewed: 14-04-2023 | 17:51
 Signed: 14-04-2023 | 17:53

Electronic Record and Signature Disclosure:
 Accepted: 14-04-2023 | 17:51
 ID: 8836889f-3858-4d1d-a0dd-fcaa8f6a83a0

Kanako Kakizaki
 kanakana701@hotmail.co.jp
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 92A06E689856474
 Signature Adoption: Drawn on Device
 Using IP Address: 118.208.220.142
 Signed using mobile

Sent: 14-04-2023 | 17:53
 Viewed: 14-04-2023 | 18:00
 Signed: 14-04-2023 | 18:01

Electronic Record and Signature Disclosure:
 Accepted: 14-04-2023 | 18:00
 ID: 59897669-17a2-45ec-8250-015eed90690d

In Person Signer Events

Signature

Timestamp

Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	14-04-2023 12:54
Envelope Updated	Security Checked	14-04-2023 14:44
Envelope Updated	Security Checked	14-04-2023 14:44
Envelope Updated	Security Checked	14-04-2023 14:44
Envelope Updated	Security Checked	14-04-2023 14:44
Envelope Updated	Security Checked	14-04-2023 14:44
Envelope Updated	Security Checked	14-04-2023 15:55
Envelope Updated	Security Checked	14-04-2023 15:55
Envelope Updated	Security Checked	14-04-2023 15:55
Envelope Updated	Security Checked	14-04-2023 15:55
Envelope Updated	Security Checked	14-04-2023 15:55
Envelope Updated	Security Checked	14-04-2023 15:55
Certified Delivered	Security Checked	14-04-2023 18:00
Signing Complete	Security Checked	14-04-2023 18:01
Completed	Security Checked	14-04-2023 18:01

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure		
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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: sroberts@reiq.com.au

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To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sroberts@reiq.com.au and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sroberts@reiq.com.au and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to sroberts@reiq.com.au and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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Kruse Legal

Kruse Legal
ABN: 29 613 291 126
20 Coromandel Parade
Blackwood SA 5051
Tel: 08 8278 1779

Email: reception@kruselegal.com.au

Tax Invoice

TO
Butlin, Andrew
Australia

INVOICE # INV-7964
ISSUED: 29 May 2023
DUE DATE: 5 June 2023
NETT: 7 Days

RE: 6261 - SMSF - BUTLIN, ANDREW

Other Items

Total this Invoice (excluding GST)	\$890.00
Total GST on this Invoice	\$89.00
Total amount of this invoice	\$979.00

With Compliments

Kruse Legal

We advise that we can accept payment for work already performed by EFTPOS, cash, cheque, credit card or by direct electronic payment into the Kruse Legal Firm Account as follows:

Kruse Legal (firm account)
Bank SA
BSB: 105 078
Account No: 065 352 440

Payments by credit card are subject to a transaction fee imposed by the bank.

PLEASE NOTE: PAYMENT TERMS ARE 7 DAYS
ANY DISCOUNT GIVEN IS SUBJECT TO THIS PAYMENT TERM

Thank you for choosing Kruse Legal

SCHEDULE

Date	Item Description – Scale code + detail	Rate (per hour / per page)	Qty	Amount
29/05/23	KLS 52.1 Preparation of documents for Complex Solicitor's Guarantee Certificate, ie. SMSF, Commercial, other. Preparation - Includes reading supplied documents and and liaising with client/bank/broker	\$367.50	1.00	\$367.50
29/05/23	KLS 52.2 Complex Solicitor's Guarantee Certificate, ie. SMSF, Commercial, other. Includes reading supplied documents and ~ 45m + consultation and advice with clients for independent legal advice	\$522.50	1.00	\$522.50
				\$890.00
	Total (Excl GST)			\$890.00

We confirm that this bill of costs has been prepared based on the Initial Guide to Costs and Payment Methods sheet provided to you on engagement.

As per that sheet, the basis of our fees is the current SA Higher Courts scale as varied from time to time.

As of 1 January 2023, the scale rate for work done by a solicitor is \$427.70 per hour plus GST. Work done by the Firm Principal is charged at Scale + 25%. We also charge an administrative flat fee of \$125 plus GST to open your file and store it for five years.

In the event this invoice is for the provision of a Solicitor's Certificate (whether for a Guarantor, Borrower or any other person requiring a Certificate of Independent Legal Advice), you will pay us for the preparation work including reading documents and for the advice provided, regardless of whether or not the advice results in a certificate that achieves the intended outcome or the progression of the intended transaction.

Further, if you terminate our services after we have completed the preparation work for a Solicitor's Certificate but prior to your appointment whereby it was intended you were to be given the advice, you will pay us for the preparation work including reading the supplied documents.

In the event that you are dissatisfied with this invoice then the following options are available to you:

1. You may discuss your concerns with us and we encourage you to do so. Please identify any particular line item which you believe does not correspond to work performed pursuant to your instructions.
2. Apply for your costs to be adjudicated by the Supreme Court within 6 months
3. Apply for your costs agreement to be set aside (for matters in excess of \$1,500 ex GST);
4. Make a complaint to the Legal Profession Conduct Commissioner (if you believe there has been overcharging);

For more information about your rights, please ask us for a copy of the sheet titled *Legal Costs – Your Right to Know*.

We provided you with a copy of this with your initial costs agreement for matters in excess of \$1,500 ex GST) You can ask us for a hard copy, or obtain it from the Law Society of South Australia (or download it from their website)

MR ANDREW LAMONT BUTLIN
12 Heathpool Rd
HEATHPOOL SA 5068

Statement Period

Start date: **19/06/2023**
End date: **30/06/2023**
Issue date: **28/07/2023**

Account Details

Product Description: SUPER LIVEZ

Customer name: TRANSCEND SUPER FUND,
STEFANIE BUTLIN, ANDREW LAMONT BUTLIN

BSB & Account number: 704997 - 100294190

Interest rate: 7.240%

Account type: L49

Effective	Posted	Description	Debit	Credit	Balance
	28/06/2023	Credit from 065115 10519675		\$1,033.78	-605366.22
	19/06/2023	Withdrawal Firstmac Services	\$640.00		-606400.00
	19/06/2023	Withdrawal Firstmac Assets Pty Ltd Pexa Funding Account	\$605,760.00		-605760.00

Cover letter

Important information

This *Cover Letter* becomes your **Insurance Contract** together with the most recent:

- *Product Disclosure Statement*
- *Supplementary Product Disclosure Statement (if applicable)*
- *Insurance Certificate*
- *Declarations*

After reading the documents carefully, you should keep them in a safe place for future reference.

What you need to do now

Please review all pages of your insurance policy documents carefully. In particular, you need to check all the details in the *Insurance Certificate* and *Declarations*. It's an important part of your **duty not to make a misrepresentation** to tell us if any details are incorrect or need updating.

How to read these documents

We've included icons to make it easier for you to read the documents.

- | | |
|---|--|
|  Important Information |  What you are covered for |
|  Check the information you've provided |  What you are not covered for |



Insurance Certificate

34 Capricorn Drive, Pacific Pines, QLD 4211



This is the information we have on our records. Please ensure the information is correct and meets all your current insurance cover needs.

Policy number - 119408863 01 ?

Policyholder(s)	Transcend Super Pty Ltd
Period of insurance	
Start date	17 April 2023 8:14pm AEST
Expiry date	16 April 2024 11:59pm AEST
Insured address	34 Capricorn Drive, Pacific Pines QLD 4211

Contact details ?

Contact name	Mr Andrew Butlin
Contact number(s)	0439 387 482
Postal address	12 Heathpool Road, Heathpool SA 5068
Email address	stefaniefederico@gmail.com

Cover summary ?

<input checked="" type="checkbox"/> Home cover	Insured for \$600,000
<input checked="" type="checkbox"/> Contents cover	Not included

Optional cover

<input checked="" type="checkbox"/> Motor Burnout	Not included
<input checked="" type="checkbox"/> Flood	Not included

Important note: This policy does NOT cover Flood

<input checked="" type="checkbox"/> Accidental Damage	Not included
---	--------------

Home cover options

<input checked="" type="checkbox"/> Sum Insured Safeguard	Included
---	----------

Landlord cover options

<input checked="" type="checkbox"/> Tenant default	Not included
<input checked="" type="checkbox"/> Theft and malicious damage by tenants and their visitors	Not included

Legal Liability

<input checked="" type="checkbox"/> Limit of liability	\$20 million
--	--------------

Excess(es) on claims !

Home basic excess	\$1,000
Your basic excess will apply to any Legal Liability claim	

Additional excesses

These excesses apply in addition to your basic excess:

Earthquake or tsunami excess	\$500
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Mortgagee

loans.com.au

Product issuer

Auto & General Insurance Company Limited

ABN 42 111 586 353

AFS Licence No 285571

Managing agent

Auto & General Services Pty Ltd

AFS Licence No 241411

SMS 'CHAT' to +61 437 968 251

Customer Services Phone 1800 182 310

Claims Phone 1800 069 336

Your premium

34 Capricorn Drive, Pacific Pines, QLD 4211

Your premium <small>Refer to 'Your pay plan' section for your payment schedule</small> !					
Description	Amount	Emergency Services Levy	GST*	Stamp Duty	Total
Home premium	\$1,169.71	\$0.00	\$116.97	\$115.80	\$1,402.48
Total amount payable					\$1,402.48

*In accordance with the GST law relating to insurance premiums, the GST amount may be less than 10% of the total amount payable.

Declarations

34 Capricorn Drive, Pacific Pines, QLD 4211

This is the information we have on our records, based on the questions we asked and the answers you gave us. Please check that the answers you provided still apply and contact us if anything has changed. This is an important part of your **duty not to make a misrepresentation**.

Policyholder(s) ?

The policyholder(s) are

Name **Transcend Super Pty Ltd**

The Director / Owner / Trustee(s) **Mr Andrew Butlin**

Date of birth **09/08/1985**

About the policyholder(s) and household members

Have you held insurance for this address in the last seven days? **No**

Has any policy holder or household member ever been convicted of a criminal offence? You don't have to tell us about convictions the law allows you not to disclose. **No**

In the last 5 years has any policy holder or household member had an insurance company cancel or refuse to renew insurance? **No**

In the last 5 years has any policy holder or household member had any thefts or burglaries or made any insurance claims for home and/or contents including personal effects? **No**

About your home ?

The home

What type of property is the home? **Freestanding house**

Is the home elevated by at least 1m above ground all the way around the property? **Elevated by at least 1m**

What year was the home built? **1990**

Is the home part of a Body Corporate or Strata Title complex? **No**

What is the main building material of the exterior walls? **Brick veneer**

What is the main construction material of the roof? **Clay or terracotta tiles**

Is the home structurally sound, well maintained, in good condition and watertight? **Yes**

Occupancy of the home

How is the home occupied? **Rented to tenants**

Will the home be unoccupied during the term of the policy? **No**

Home-based business

Is any part of the property used as a business premises, or for buying, selling or storing business products, services or equipment? **No**

Construction, alterations, renovation or demolition

Is the home being constructed, or undergoing renovation, alteration, extension or being demolished? **No**

Your pay plan

Your payment schedule

This table shows the payment arrangements to the Direct Debit Request (DDR), credit card payment authority or PayPal agreement, you authorised to AGS (User ID: 142038) either over the telephone or the internet. If your payments are made by Direct Debit please also refer to the DDR Service Agreement.

For privacy and security reasons we encrypt part of your credit card or account number.

Date (on or after)	Amount (inc. GST)	GST	Account	Status
26/04/2023	\$1,402.48	\$116.97	BSB 065115 Acct ****9675	Paid



Pacific Pines | Helensvale

(w) 0755737218
julier@ljhg.com.au
1/6 Hotham Drive
Pacific Pines QLD 4211
ABN: 37 158 106 640
Licence: 3563389


Folio Summary

Capricorn Bare P/L A/T for Capricorn Bare Trust
Capricorn Bare P/L A/T for Capricorn Bare Trust
12 Heathpool Rd
Heathpool SA 5068

Folio: OWN06789
From: 1/07/2022
To: 30/06/2023
Created: 1/07/2023

Money In	Money Out	Balance
\$1,992.86	\$0.00	\$1,992.86

Account	Included Tax	Money Out	Money In
34 Capricorn Dr, Pacific Pines QLD			
Rent			\$1,992.86
Subtotal		\$0.00	\$1,992.86
Account Transactions			
No transactions			
Total		\$0.00	\$1,992.86

 Rollover In completed

SUPER.GEN.RLVR.2 - Rollover Process successful

Rollover In

Status	Complete
Payment Reference Number	500000000845186909
Created Date	28/03/2023 at 11:17 AM
Amount	Full Balance Requested

Class (Receiving) Fund Details

Fund Name	Transcend SF
ABN	79957072479
Member Name	 Andrew Butlin

Transferring Fund Details

Fund Name	HESTA
Fund Type	APRA
Fund ABN	64971749321
Fund USI	HST0100AU
Member Id	15501315

Payment submitted

 For security, payments to new payees may be held for 24 hours.

Paid \$230.00 to Firstmac Services

034-002 1513 18

Receipt no

N241831582316

From

SMSF Transcend Super

065-115 1051 9675

Description

34 Capricorn Drive Security Assessment

On

Tue 18 Apr 2023 at 02:53 PM (Syd/Melb)

Pay faster. Set a default account to pay from and we'll automatically choose it when you make payments.

[Set default account](#)

Due Date: 18 Apr 2023

TAX INVOICE

Trustee for Transcend Super Fund
12 Heathpool Road
HEATHPOOL SA 5068
AUSTRALIA

Invoice Number
INV-1309

Invoice Date
11 Apr 2023

Description	GST	Amount
For Professional Services including:		
- Establishment of Bare Trust with corporate trustee including all legal, software and accounting disbursements	10%	1,002.00
On charging Australian Securities & Investment Commission (ASIC) setup fees at cost.	No GST	538.00
	Subtotal	1,448.91
	Total GST 10%	91.09
	Invoice Total	1,540.00
	Payments Received	0.00
	Amount Due	\$1,540.00

Account payment terms are STRICTLY 7 days net
accounts@smsfaustralia.com

How to Pay



EFT directly into our bank account:
Account: SMSF Australia Pty Ltd
BSB: 065-004 Account No: 1108 1117
Reference: Name and INV-1309



Credit card payment via Stripe
VISA or MasterCard Accepted
3% surcharge oncharged



P O Box 38
Chirn Park Queensland 4215
07 5500 6957
info@pbreports.com.au

Tax Invoice
ABN: 17 088 517 042

Tax Invoice # 15037
22nd April 2023

Andrew Butlin
34 Capricorn Drive
Pacific Pines QLD 4211

WORK COMPLETED:

Onsite Inspection
Compilation of Report

DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
Building and Pest Inspection	1	\$500.00	\$500.00
SUBTOTAL:			\$500.00
GST:			\$50.00
TOTAL:			\$550.00
PAID:			\$550.00
BALANCE DUE:			\$0.00

PAID

How to Pay

Tax Invoice #15037
\$0.00

We accept payment by: Bank Deposit, Card or Cash

Bank Details Name: Premier Building Reports
BSB: 064 430
Account Number: 1060 0723

Cheque P O Box 38,
Chirn Park Queensland
4215

Thank you for your business, have a great day!

 Rollover In completed

SUPER.GEN.RLVR.2 - Rollover Process successful

Rollover In

Status	Complete
Payment Reference Number	800000001914989130
Created Date	24/04/2023 at 12:18 PM
Amount	Full Balance Requested

Class (Receiving) Fund Details

Fund Name	Transcend SF
ABN	79957072479
Member Name	 Stefanie Butlin

Transferring Fund Details

Fund Name	AustralianSuper Accumulation Products
Fund Type	APRA
Fund ABN	65714394898
Fund USI	STA0100AU
Member Id	1072371632

Due Date: 23 Feb 2023

TAX INVOICE

Trustee for Transcend Super Fund
12 Heathpool Road
HEATHPOOL SA 5068
AUSTRALIA

Invoice Number
INV-1257

Invoice Date
16 Feb 2023

Description	GST	Amount
For Professional Services including:		
- Establishment of Self Managed Superannuation Fund with corporate trustee including all legal, software and accounting disbursements	10%	1,662.00
On charging Australian Securities & Investment Commission (ASIC) setup fees at cost.	No GST	538.00
	Subtotal	2,048.91
	Total GST 10%	151.09
	Invoice Total	2,200.00
	Payments Received	0.00
	Amount Due	\$2,200.00

Account payment terms are STRICTLY 7 days net
accounts@smsfaustralia.com

How to Pay



EFT directly into our bank account:
Account: SMSF Australia Pty Ltd
BSB: 065-004 Account No: 1108 1117
Reference: Name and INV-1257



Credit card payment via Stripe
VISA or MasterCard Accepted
3% surcharge oncharged

Purchaser Statement

Matter: 414026 - Capricorn Bare Pty Ltd Purchase from Kakizaki & Kakizaki

Property: 34 CAPRICORN DRIVE, PACIFIC PINES QLD 4211

Adjustment Date: 19 June 2023

Settlement Date: 19 June 2023

Settlement Place: pexa

Settlement Time: 2PM

ADJUSTMENTS

	Amount (\$)
Less Release Fee	208.83
Less 1 x Discharge of Mortgage @ \$208.83	<u>-208.83</u>
Plus Council Rates	
\$917.95 for the period 01 Jan 2023 to 30 Jun 2023	55.79
Proportion being 11 / 181 days	<u>-153.04</u>
Plus GCCC Rates Credit	6.76
	<u>-146.28</u>
Less Water Usage	112.60
(see calculation following)	<u>-258.88</u>
Less Water Access Fee	
\$2.6424 per day for the period 27 Apr 2023 to 19 Jun 2023	142.69
Proportion being 54 / 54 days	<u>-401.57</u>
Less Agreed Reduction	7,700.00
	<u>-8,101.57</u>
TOTAL ADJUSTMENTS	\$-8,101.57

SETTLEMENT FIGURES

Contract Price	758,000.00
Less Deposit	35,000.00
	<u>723,000.00</u>
Plus/Less/Adjustments	-8,101.57
	<u>\$714,898.43</u>
BALANCE DUE TO THE VENDOR AT SETTLEMENT	\$714,898.43

PURCHASER'S ADDITIONAL REQUIREMENTS AT SETTLEMENT

KRG Conveyancing	1,123.02
PEXA	123.97
Queensland Titles Registry	2,901.25
Office of State Revenue	27,135.00

TOTAL ADDITIONAL REQUIREMENTS **\$31,283.24**

TOTAL FUNDS REQUIRED FOR SETTLEMENT **\$746,181.67**

SOURCE OF FUNDS

Total **\$0.00**

WATER USAGE CALCULATION

Date water paid to: 27 April 2023 Reading : 1,347.000kL
Date of search reading: 16 May 2023 Reading : 1,356.000kL

Average daily usage

Days between readings: 19

$1,356.000\text{kL} - 1,347.000\text{kL} = 9.000\text{kL} / 19 = \mathbf{0.474\text{kl}}$

Days from date paid to settlement = 53

$0.474\text{kL} \times 53\text{days} = \mathbf{25.122\text{kL}}$

(All kL results are rounded to whole litres ie 3 decimal places)

Charge per kL

\$0.000 for first 0.000kL

\$0.000 for the next 0.000kL

\$0.000 for the next 0.000kL

\$4.482 for the balance

Bulk water \$0.000

Water Adjustment

Base Rate	0.000kL x \$0.000	0.000
Tier 2	0.000kL x \$0.000	0.000
Tier 3	0.000kL x \$0.000	0.000
Balance	25.122kL x \$4.482	112.597
Bulk water	25.122kL x \$0.000	0.000

\$112.597

TAX INVOICE



Capricorn Bare Pty Ltd
12 Heathpool Road
HEATHPOOL
SA 5068

T 1300 132 088
F 1300 132 512
E info@krg.com.au
W www.krg.com.au

Re: CAPRICORN BARE PTY LTD AS TRUSTEE PURCHASE FROM KAKIZAKI
34 CAPRICORN DRIVE, PACIFIC PINES QLD 4211

Date: 20/06/2023
Matter number: 414026
Invoice number: INV-28616
Payment Due Date: 20 June 2023

Fees

Professional fees (10% discount) **\$990.00**

Disbursements made on your behalf

Date	Description	Charges
18/04/23	InfoTrack order 115043657: QLD: Title Search - 18731135 (supplier fee)	\$17.75
18/04/23	InfoTrack order 115043657: QLD: Title Search - 18731135 (retailer fee)	\$1.37
28/04/23	InfoTrack order 115531286: ASIC: Organisation Extract - CAPRICORN BARE PTY LTD ACN 667 208 237 (supplier fee)	\$9.00
28/04/23	InfoTrack order 115531286: ASIC: Organisation Extract - CAPRICORN BARE PTY LTD ACN 667 208 237 (retailer fee)	\$18.00
15/05/23	InfoTrack order 116354948: QLD Certificate (over \$130) - Gold Coast City Council: Rates and Water only search - 129/RP818543 (supplier fee)	\$151.00
15/05/23	InfoTrack order 116354948: QLD Certificate (over \$130) - Gold Coast City Council: Rates and Water only search - 129/RP818543 (retailer fee)	\$18.12
15/05/23	InfoTrack order 116354945: QLD: Plan Image - RP818543 (supplier fee)	\$19.29
15/05/23	InfoTrack order 116354950: Department of Transport & Main Roads: Property Search - Department of Transport & Main Roads: Property Search (Non-Refundable) - 129/RP818543	\$33.79
15/05/23	InfoTrack order 116354952: QLD Land Tax Certificate - 129/RP818543	\$42.43
15/05/23	InfoTrack order 116354945: QLD: Plan Image - RP818543 (retailer fee)	\$3.32
19/06/23	InfoTrack order 118221366: QLD: Title Search - 18731135 (supplier fee)	\$17.75
19/06/23	InfoTrack order 118221366: QLD: Title Search - 18731135 (retailer fee)	\$1.37
Total Disbursements		\$333.19

Total fees **\$990.00**



Total expenses	\$333.19
Total GST on fees	\$99.00
Total GST on expenses	\$11.84
Total New Charges	\$1,434.03

TOTAL PAID – NO PAYMENT REQUIRED

Justin Sidhu

****NOTICE OF WITHDRAWAL****

Please accept this tax invoice as notice that if funds are held in our trust account on your behalf, we will withdraw all or part of those funds, up to the amount specified in this tax invoice, to account to ourselves for costs and outlays.

Statement of Account

Prior balance	\$0.00
Payments and adjustments	\$0.00
Current fees	\$1,089.00
Current expenses	\$345.03
Current payments	\$0.00

Trust Activity

Date	Ref.	Description	Amount	Balance
		Opening Balance		\$0.00
19/04/2023		cost & outlays	\$311.01	\$311.01
14/06/2023		settlement funds	\$100,000.00	\$100,311.01
15/06/2023		settlement funds	\$44,181.67	\$144,492.68
19/06/2023		cost & outlays	\$1,123.02	\$145,615.70
19/06/2023	EFT 3944	settlement funds	\$-144,181.67	\$1,434.03



Emily Cooper <emily@smsfaustralia.com>

Happy New Year!

Andrew Butlin <andrewbtln@gmail.com>
To: Emily Cooper <emily@smsfaustralia.com>
Cc: Stefanie Federico <stefaniefederico@gmail.com>

4 August 2023 at 13:56

Hi Emily,

- 19/04/2023 Transfer to Firstmac Services NetBa \$230.00
- Reason: Security assessment fee charged by the lender
- 19/04/2023 Transfer to premier building report \$550.00
- Reason: Payment for building and pest report services at the property
- 26/04/2023 119408863092019780 BUDGET DIRECT \$1,402.48
- Reason: Insurance cover for the property
- 30/05/2023 Transfer to kruse legal CommBank Ap \$979.00
- Reason: Legal advice to understand our obligations as required by the lender to purchase the property.

The establishment fee was paid personally from our personal account so to keep it clean we'd like to be reimbursed from the fund.

I can transfer this amount next week if ok. I've attached evidence of the account it came from.

Cheers

Andrew

[Quoted text hidden]

7 attachments

Premier Building and Pest Reports Invoice #15037.pdf
52K

Premier Building_transfer.pdf
51K

Establishment fee_ CBA account.pdf
49K

Kruse Legal_ com bank.pdf
68K

119408863_1_Insurance_Certificate (2).pdf
51K

SMSF Loans Security Payment_CBA (1).pdf
49K

Tax Invoice_INV-7964.pdf
182K

31 March 2023



Mr Andrew Butlin
12 Heathpool Road
HEATHPOOL SA 5068

Your member number: 15501315

Dear Andrew

Details of your Benefit Payment

You have requested a payment benefit from HESTA. The Trustee of HESTA has approved payment of your benefit and it is important you read this letter and all enclosed documentation.

To assist you the following is enclosed with this letter:

- Your final member exit statement
- Important additional information
- *A Rollover benefit statement*

The balance of your benefit and a copy of your *Rollover benefit statement* have been sent to your nominated rollover fund today. You will receive a signed copy of the *Rollover benefit statement* from them shortly. If the transfer fund refuses to accept the benefit, it will be returned to HESTA.

These benefit payments represent your full entitlement from HESTA.

You should retain this letter and any attached information for future reference.

Contact us with any questions on **1800 813 327** or email us at **hesta@hesta.com.au**. When contacting us please quote your HESTA member number.

Kind regards



Mads Wijyaratne
Head of Client Operations, HESTA

Rollover benefits statement

Section A: Receiving fund

1 Australian business number (ABN)

2 Fund name

3 Postal address

Suburb/town/locality State/territory Postcode

Country if outside Australia

4 (a) Unique Superannuation Identifier (USI)

(b) Member Client Identifier

Section B: Member details

5 Tax file number (TFN)

6 Full name
Title
Family name
First given name Other given names

7 Residential address
Street address

Suburb/town/locality State/territory Postcode

Country if outside Australia

8 Date of birth Day/Month/Year

9 Sex Male Female

10 Daytime phone number (include area Code)

11 Email address (if applicable)

Section C: Rollover transaction details

12	Service period start date	Day/Month/Year 01/01/2004
13	Tax components:	
	Tax-free component	\$ 188.34
	KiwiSaver tax-free component	\$ 0.00
	Taxable component:	
	Element taxed in the fund	\$ 112,982.34
	Element untaxed in the fund	\$ 0.00
	TOTAL Tax components	\$ 113,170.68
14	Preservation amounts:	
	Preserved amount	\$ 113,170.68
	KiwiSaver preserved amount	\$ 0.00
	Restricted non-preserved amount	\$ 0.00
	Unrestricted non-preserved amount	\$ 0.00
	TOTAL Preservation amounts	\$ 113,170.68

Section D: Non-complying funds

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

Section E: Transferring fund

16 Fund's ABN 64 | 971 | 749 | 321

17 Fund's name HESTA

18 Contact name HESTA Contact Centre

19 Daytime phone number (include area Code) 1800 813 327

20 Email address (if applicable) hesta@hesta.com.au

Section F: Declaration

AUTHORISED REPRESENTATIVE DECLARATION:

Complete this declaration if you are an authorised representative of the superannuation fund or other provider shown in section E.

I declare that:

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

Name

Joe Nekic

Authorised representative signature

Joe Nekic

Day / Month / Year

Date

30/03/2023

Member exit statement



For the period 1 July 2022 to 30 March 2023

Member name: Andrew Butlin
Member number: 15501315

Balance at 30 March 2023 is \$0.00

Your account summary

The table below is a summary of the transactions on your account during the reporting period. The individual transactions on your account are detailed in the Transaction history which is included in the following pages.

Description

Opening balance at 1 July 2022	\$96,428.47
Employer contributions	\$13,166.07
Salary sacrifice contributions	\$0.00
Member voluntary contributions	\$0.00
Withdrawals	-\$113,170.68
Administration fees and costs	-\$123.77
Other taxes	-\$1,937.07
Insurance fees	-\$252.16
Investment earnings	\$5,889.14
Closing balance at 30 March 2023	\$0.00

Access to your super

Preserved	\$0.00
Restricted non-preserved	\$0.00
Unrestricted non-preserved	\$0.00

Your insurance cover

At 30 March 2023 you had the below listed insurance cover - which has now ceased.

	Insured benefit
Death	\$185,600.00
Total & permanent disability (TPD)	\$0.00
Income protection (IP) If you had been off work and entitled to income protection payments, you'd have received	\$1,000.00 per month

Investment performance

Below is your investment summary as at 30 March 2023.

Investment option	Investment performance	Value	Proportion invested	Number of units	Unit price
Balanced Growth	5.88%	\$113,170.68	100.00%	34,661.76934	\$3.2650

A copy of the latest product dashboard for our MySuper option can be found at: hesta.com.au/dashboard

Please refer to hesta.com.au/investments for further investment performance information and unit prices for all our investment options.

The investment performance is for each option you were invested in at the date you exited and is calculated for the period in which you were invested in that particular option. The investment performance may not correspond with investment performance for HESTA options documented in other communications or publications.

The Past performance is not a reliable indicator of future performance. See investment returns history at hesta.com.au/performance.

Transaction history

The amounts shown below are the individual transactions reported on your account.

Transaction date	Description	Total
01/07/2022	Opening balance	\$96,428.47
11/07/2022	SG contribution	\$1,038.48
29/07/2022	Insurance fee	-\$12.25
29/07/2022	Insurance fee	-\$20.08
29/07/2022	Administration fees and costs (\$)	-\$6.25
29/07/2022	Administration fees and costs (%)	-\$7.48
29/07/2022	Contributions tax	-\$150.92
08/08/2022	SG contribution	\$817.80
26/08/2022	Insurance fee	-\$9.80
26/08/2022	Insurance fee	-\$16.07
26/08/2022	Administration fees and costs (\$)	-\$5.00
26/08/2022	Administration fees and costs (%)	-\$6.10
26/08/2022	Contributions tax	-\$118.79
08/09/2022	SG contribution	\$272.60
16/09/2022	SG contribution	\$1,534.97
30/09/2022	Insurance fee	-\$12.25
30/09/2022	Insurance fee	-\$20.08
30/09/2022	Administration fees and costs (\$)	-\$6.25
30/09/2022	Administration fees and costs (%)	-\$7.49
30/09/2022	Contributions tax	-\$266.29
17/10/2022	SG contribution	\$1,461.88
28/10/2022	Insurance fee	-\$9.80
28/10/2022	Insurance fee	-\$16.06
28/10/2022	Administration fees and costs (\$)	-\$5.00
28/10/2022	Administration fees and costs (%)	-\$6.18
28/10/2022	Contributions tax	-\$215.40
16/11/2022	SG contribution	\$1,461.88
25/11/2022	Insurance fee	-\$9.80

Continued on next page...

Your transaction history for the period 1 July 2022 to 30 March 2023 continued...

Transaction date	Description	Total \$
25/11/2022	Insurance fee	-\$16.06
25/11/2022	Administration fees and costs (\$)	-\$5.00
25/11/2022	Administration fees and costs (%)	-\$6.43
25/11/2022	Contributions tax	-\$215.40
16/12/2022	SG contribution	\$1,461.88
30/12/2022	Insurance fee	-\$12.25
30/12/2022	Insurance fee	-\$20.08
30/12/2022	Administration fees and costs (\$)	-\$6.25
30/12/2022	Administration fees and costs (%)	-\$8.00
30/12/2022	Contributions tax	-\$214.43
17/01/2023	SG contribution	\$1,461.88
27/01/2023	Insurance fee	-\$9.80
27/01/2023	Insurance fee	-\$16.06
27/01/2023	Administration fees and costs (\$)	-\$5.00
27/01/2023	Administration fees and costs (%)	-\$6.66
27/01/2023	Contributions tax	-\$215.40
16/02/2023	SG contribution	\$2,192.82
24/02/2023	Insurance fee	-\$9.80
24/02/2023	Insurance fee	-\$16.06
24/02/2023	Administration fees and costs (\$)	-\$4.14
24/02/2023	Administration fees and costs (%)	-\$12.69
24/02/2023	Contributions tax	-\$325.04
17/03/2023	SG contribution	\$1,461.88
30/03/2023	Withdrawal	-\$113,170.68
30/03/2023	Contributions tax	-\$215.40
30/03/2023	Administration fees and costs (\$)	-\$4.00
30/03/2023	Administration fees and costs (%)	-\$15.85
30/03/2023	Insurance fee	-\$9.80
30/03/2023	Insurance fee	-\$16.06
30/03/2023	Investment earnings	\$5,889.14
	Closing balance	\$0.00

Fees and Costs Summary

Fees deducted directly from your account

This amount has been deducted directly from your account (reflected in the transactions listed on this statement). \$375.93

Fees and costs deducted from your investment

This approximate amount has been deducted from your investment and covers amounts that have reduced the return on your investment and that are not reflected as transactions listed on this statement or in the Additional explanation of fees and costs. \$321.43

TOTAL FEES AND COSTS YOU PAID

This approximate amount includes all the fees and costs that affected your investment during the period. \$697.36

Where fees and costs credited exceed those deducted over the financial year to 30 June this may display in the table above with a negative symbol (-) however this should be read a positive amount.



Member name: Andrew Butlin
Member number: 15501315

Contributions received

We have a process in place to write to employers about late payment of contributions. In the ordinary course of business, your withdrawal benefit is not paid until all employer contributions due to you have been received by us.

If you wish to query any of the contributions shown on your *Member exit statement*, contact your employer in the first instance. If you need further assistance, contact us on 1800 813 327

About your benefits

Preserved benefits generally need to remain in your super account until you reach preservation age. The preservation age for those born before 1 July 1960 is 55 and progressively increases to 60 for those born after 30 June 1964. There are limited circumstances where you can access your super before preservation age.

Restricted non-preserved benefits can be paid when you are no longer employed by a contributing employer. Unrestricted non-preserved benefits can be paid to you at any time.

Your insurance cover

As your membership has ceased, you are no longer entitled to insurance cover.

Prior to your membership ceasing, your total benefit would have consisted of the gross benefit in your account, plus any insurance cover indicated in the attached *Member exit statement*. Your membership ceases when your full entitlement has been paid to you, or transferred/rolled over to another super fund.

Additional explanation of fees and costs

Government contributions tax

The Federal Government levies a 15% contribution tax on concessional contributions. Concessional contributions include employer contributions, salary sacrifice amounts, and any personal contributions claimed as a tax deduction by eligible persons. HESTA obtains a tax deduction on insurance fees that delivers a reduction to the tax rate which is passed on to insured members. Other taxes may apply if you are a high income earner or exceed your contribution cap.

Administration fees and costs

\$1.00 per week, plus 0.15% for all investment options is charged to administer your account. The \$1.00 is calculated weekly and the 0.15% is calculated on the closing balance at the end of each month. The percentage based administration fees and costs is not charged on the amount of your account balance in excess of \$500,000. The administration fees

and costs deducted from your account are paid into the Fund Development Reserve. The Fund claims a tax deduction for administration costs each year. The benefit of the tax deduction is also retained in the Fund Development Reserve. The Fund pays its administration costs (including a trustee fee) from the Fund Development Reserve. In some years the amount of administration costs paid from the Fund Development Reserve may exceed the amount of administration fees and costs paid into the reserve from member accounts. For the 12 months to 30 June 2022 this excess amount is estimated as 0.06%. This was paid from the Fund Development Reserve, not deducted from your account.

Activity fee

An activity fee relates to the costs incurred from an activity performed by us at your request, or where required by law. The amount of your activity fee will depend on the type of activities requested by you, or required by law (if any). Details of HESTA's activity fees are available in *Fees and Costs* at hesta.com.au/pds

Advice fee

The costs of H.E.S.T. Australia Ltd representatives providing most types of personal advice in relation to HESTA benefits is included in the Administration fees and costs. Where an Advice fee is payable, with your consent, this fee can be deducted directly from your HESTA account. Where you receive personal advice in relation to your HESTA account from an external adviser you may allow the advice fee to be partially or fully deducted directly from your account.

Insurance fee

If you held insurance cover during the year, the amount deducted from your account is the gross insurance fee you paid. A tax deduction of up to 15% is obtained by HESTA, which we pass on to members as a reduction in the Government Contributions tax deducted from your account. The insurance fee amount you pay depends on the level and type of insurance cover you may hold. See page 1 for details of your insurance cover.

Fee Cap

If your account balance is less than \$6,000 at the end of the financial year, certain fees and costs charged to you in relation to administration and investment are capped at 3% of the account balance. Any amount charged in excess of that cap has been refunded and is shown in your transaction summary as a fee cap refund.

More information

We are required to give you any information you need to understand the benefit entitlements HESTA provides. If you have an enquiry or would like more information about HESTA, including information about fees and costs applied, contact us.

Phone: 1800 813 327

Email: hesta@hesta.com.au

Mail: HESTA
Locked Bag 5136
Parramatta NSW 2124

Web: hesta.com.au

Making a complaint

We take complaints seriously. If you're not satisfied with our products or services, we have a complaint resolution process to address your concerns fairly and efficiently. This process is free of charge.

Internal dispute resolution process

Step 1: Call 1800 813 327 to discuss your concerns.

Step 2: If your concerns cannot be resolved immediately, you can provide further details to the Complaints Officer by:

Email: hesta@hesta.com.au

Mail: HESTA
Locked Bag 5136
Parramatta NSW 2124

If you are not satisfied with our response, or have not received a response within 45 days, you can contact the Australian Financial Complaints Authority (AFCA) – an independent organisation established to help resolve certain disputes between consumers and financial services providers – which can be accessed free of charge.

Phone: 1800 931 678

Mail: Australian Financial Complaints Authority (AFCA)
GPO BOX 3
MELBOURNE VIC 3001

Web: www.afca.org.au

25 April 2023



000799

047 775

Mrs Stefanie Butlin
12 Heathpool Road
HEATHPOOL SA 5068

Dear Mrs Butlin

We've transferred your super and your AustralianSuper account is now closed

Member number: 1072371632

As you recently requested, we've transferred your account with AustralianSuper to The Trustee for Transcend Super Fund.

Your final super statement

The super transferred to your new fund was your entire account balance with AustralianSuper.

Any insurance cover or entitlement to a death benefit you had through your AustralianSuper account ended on 24 April 2023. This and other account activity is detailed on the enclosed *Your final super statement*. This is the last statement you'll receive for your account which is now closed.

Tax details

As required by the Australian Taxation Office, we've enclosed a *Rollover benefit statement*. You don't need to include the amount transferred as income on your next tax return but you should keep the *Rollover benefit statement* for your records.

Employer information

If you haven't changed your employer, please remember to tell them where to direct your super contributions.

We're here to help

If you need help or have any questions, please call us on 1300 300 273 from 8am to 8pm AEST/AEDT weekdays or visit our website anytime at australiansuper.com

Sincerely

AustralianSuper

Enclosure/s: *Your final super statement, Rollover benefits statement*

MBR-CLMLTR 08/22

A8_CLAIM_6700039.xml/SECOFF

Rollover benefits statement

Section A: Receiving fund

1 Australian business number (ABN)

2 Fund name

3 Postal address

Suburb/town/locality State/territory Postcode
Country if outside Australia

4 (a) Unique Superannuation Identifier (USI)
(b) Member Client Identifier

Section B: Member details

5 Tax file number (TFN)

6 Full name
Title
Family name
First given name Other given names

7 Residential address
Street address

Suburb/town/locality State/territory Postcode
Country if outside Australia

8 Date of birth Day/Month/Year

9 Sex Male Female

10 Daytime phone number (include area Code)

11 Email address (if applicable)

Section C: Rollover transaction details

	Day/Month/Year	
12	Service period start date	26/08/2006
13	Tax components:	
	Tax-free component	\$ 2,500.00
	KiwiSaver tax-free component	\$ 0.00
	Taxable component:	
	Element taxed in the fund	\$ 198,954.41
	Element untaxed in the fund	\$ 0.00
	TOTAL Tax components	\$ 201,454.41
14	Preservation amounts:	
	Preserved amount	\$ 201,396.89
	KiwiSaver preserved amount	\$ 0.00
	Restricted non-preserved amount	\$ 0.00
	Unrestricted non-preserved amount	\$ 57.52
	TOTAL Preservation amounts	\$ 201,454.41

Section D: Non-complying funds

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

Section E: Transferring fund

16 Fund's ABN 65 | 714 | 394 | 898

17 Fund's name AustralianSuper

18 Contact name AustralianSuper Contact Centre

19 Daytime phone number (include area Code) 1300 300 273

20 Email address (if applicable) australiansuper.com/email

Section F: Declaration

AUTHORISED REPRESENTATIVE DECLARATION:

Complete this declaration if you are an authorised representative of the superannuation fund or other provider shown in section E.

I declare that:

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

Name

JOE NEKIC

Authorised representative signature

JOE NEKIC

Day / Month / Year

Date

24/04/2023

Your final super statement

For the period 1 July 2022 to 24 April 2023

Member name:	Mrs Stefanie Butlin
Member number:	1072371632
Date joined fund:	19 June 2017
Date of birth:	18 March 1987
Tax file number:	Provided
Email:	stefaniefederico@gmail.com

Your benefit summary as at 24 April 2023

Withdrawal benefit	
Opening balance	\$185,825.33
Closing balance prior to payment	\$201,454.41
Preserved benefit	\$201,396.89
Non-preserved benefit	
Restricted	\$0.00
Unrestricted	\$57.52
Closing account balance as at 24 April 2023	\$0.00

Want more information? See About your statement included on the following pages for an explanation of the benefits reported above.

Your account summary as at 24 April 2023

The amounts reported below are the totals for the different transactions reported. More details on these transactions can be found on the following pages.

Description	Totals
Opening account balance at 1 July 2022	\$185,825.33
Plus Contributions from your employer(s)	\$3,139.71
Investment returns	\$13,165.14
Less Government taxes	-\$461.77
Fees*	-\$153.27
Insurance costs	-\$60.73
Final payout figure	-\$201,454.41
Closing account balance as at 24 April 2023	\$0.00

*Amount includes the tax benefits the Fund claims on the administration fees that are paid into your account, but does not include fees and costs deducted from your investment. See Your fees and costs summary for a breakdown of fees and costs.

Your transaction history

Details of transactions are provided below. Any contributions received from an employer after 24 April 2023 will open a new AustralianSuper account.

Transaction date	Description	Amount (\$)				Total
		Employer	Employer additional	Salary sacrifice	Member	
01/07/2022	Opening account balance					\$185,825.33
04/07/2022	Boeing Defence Australia Ltd	\$248.88	\$0.00	\$0.00	\$0.00	\$248.88
15/07/2022	Boeing Defence Australia Ltd	\$261.33	\$0.00	\$0.00	\$0.00	\$261.33
29/07/2022	Insurance costs					-\$4.97
29/07/2022	Insurance costs					-\$1.98
29/07/2022	Flat administration fee*					-\$11.25
31/07/2022	Government taxes					-\$75.48
26/08/2022	Insurance costs					-\$3.97
26/08/2022	Insurance costs					-\$1.59
26/08/2022	Flat administration fee*					-\$9.00
31/08/2022	Government taxes					\$0.84
30/09/2022	Insurance costs					-\$4.97
30/09/2022	Insurance costs					-\$1.98
30/09/2022	Flat administration fee*					-\$6.25
30/09/2022	Tax benefit – Flat administration fee					\$0.60
30/09/2022	Asset-based administration fee					-\$14.02
30/09/2022	Tax benefit – Asset-based administration fee					\$2.10
30/09/2022	Government taxes					\$1.05
28/10/2022	Insurance costs					-\$3.97
28/10/2022	Insurance costs					-\$1.59
28/10/2022	Flat administration fee*					-\$4.00
28/10/2022	Tax benefit – Flat administration fee					\$0.60
28/10/2022	Asset-based administration fee					-\$14.32
28/10/2022	Tax benefit – Asset-based administration fee					\$2.15
31/10/2022	Government taxes					\$0.84
25/11/2022	Insurance costs					-\$3.97
25/11/2022	Insurance costs					-\$1.59
25/11/2022	Flat administration fee*					-\$4.00
25/11/2022	Tax benefit – Flat administration fee					\$0.60
25/11/2022	Asset-based administration fee					-\$14.66

Continued on next page...

Your transaction history continued...

Transaction date	Description	Amount (\$)				Total
		Employer	Employer additional	Salary sacrifice	Member	
25/11/2022	Tax benefit -- Asset-based administration fee					\$2.20
30/11/2022	Government taxes					\$0.84
30/12/2022	Insurance costs					-\$4.97
30/12/2022	Insurance costs					-\$1.98
30/12/2022	Flat administration fee*					-\$5.00
30/12/2022	Tax benefit – Flat administration fee					\$0.75
30/12/2022	Asset-based administration fee					-\$18.07
30/12/2022	Tax benefit – Asset-based administration fee					\$2.71
31/12/2022	Government taxes					\$1.05
13/01/2023	Boeing Defence Australia Ltd	\$261.33	\$0.00	\$0.00	\$0.00	\$261.33
27/01/2023	Boeing Defence Australia Ltd	\$261.33	\$0.00	\$0.00	\$0.00	\$261.33
27/01/2023	Insurance costs					-\$3.97
27/01/2023	Insurance costs					-\$1.59
27/01/2023	Flat administration fee*					-\$4.00
27/01/2023	Tax benefit – Flat administration fee					\$0.60
27/01/2023	Tax benefit – Asset-based administration fee					\$2.22
27/01/2023	Asset-based administration fee					-\$14.80
31/01/2023	Government taxes					-\$77.56
10/02/2023	Boeing Defence Australia Ltd	\$261.33	\$0.00	\$0.00	\$0.00	\$261.33
24/02/2023	Boeing Defence Australia Ltd	\$261.33	\$0.00	\$0.00	\$0.00	\$261.33
24/02/2023	Insurance costs					-\$3.97
24/02/2023	Insurance costs					-\$1.59
24/02/2023	Flat administration fee*					-\$4.00
24/02/2023	Tax benefit – Flat administration fee					\$0.60
24/02/2023	Asset-based administration fee					-\$14.81
24/02/2023	Tax benefit – Asset-based administration fee					\$2.22
28/02/2023	Government taxes					-\$77.56
15/03/2023	Boeing Defence Australia Ltd	\$775.89	\$0.00	\$0.00	\$0.00	\$775.89
24/03/2023	Boeing Defence Australia Ltd	\$269.43	\$0.00	\$0.00	\$0.00	\$269.43
31/03/2023	Insurance costs					-\$5.04
31/03/2023	Insurance costs					-\$2.04

Continued on next page...

Your transaction history continued...

Transaction date	Description	Amount (\$)				Total
		Employer	Employer additional	Salary sacrifice	Member	
31/03/2023	Flat administration fee*					-\$5.00
31/03/2023	Tax benefit – Flat administration fee					\$0.75
31/03/2023	Asset-based administration fee					-\$18.75
31/03/2023	Tax benefit – Asset-based administration fee					\$2.81
31/03/2023	Government taxes					-\$155.72
11/04/2023	Boeing Defence Australia Ltd	\$269.43	\$0.00	\$0.00	\$0.00	\$269.43
21/04/2023	Boeing Defence Australia Ltd	\$269.43	\$0.00	\$0.00	\$0.00	\$269.43
24/04/2023	Final withdrawal to The Trustee for Transcend Super Fund -\$201,454.41					-\$201,454.41
24/04/2023	Government taxes					-\$80.07
24/04/2023	Flat administration fee*					-\$3.00
24/04/2023	Tax benefit – Flat administration fee					\$0.45
24/04/2023	Asset-based administration fee					-\$11.41
24/04/2023	Tax benefit – Asset-based administration fee					\$1.71
24/04/2023	Insurance costs					-\$3.54
24/04/2023	Insurance costs					-\$1.46
24/04/2023	Investment returns					\$13,165.14
24/04/2023	Closing account balance					\$0.00

*The Flat administration fee (up to 2 September 2022 inclusive) shown in Your transaction history does not include the variable component of the administration fee that is deducted from investment returns. See Your fees and costs summary for details on all fees and costs.

Your insurance cover

As at 24 April 2023 you had this insurance cover – which has now ended:	Insured benefit
Death cover	\$178,000.00
Total & Permanent Disablement Cover	\$51,000.00

If you had been off work and entitled to income protection payments, you'd have received \$0.00 a month. This cover was calculated using your recorded age as at 24 April 2023.

Want more information? See About your statement included on the following pages.

Your investment performance

Below is a summary of your investment performance for the period from 1 July 2022 to 24 April 2023.

Investment option	Opening balance	Performance	Investment returns	Closing balance
Balanced (AustralianSuper My Super)	\$185,825.33	7.2306%	\$13,165.14	\$201,454.41

We declare a daily crediting rate for each investment option (excluding Member Direct) based on the performance of the option (after allowing for investment fees and costs, transaction costs and taxes). Investment returns are determined daily and credited to your account balance as at the date your account was closed. Investment returns are not guaranteed as all investments carry some risk. Past performance gives no indication of future returns.

A copy of the latest product dashboard for our MySuper option can be found at australiansuper.com/MySuperDashboard

Want more information? See About your statement on the following pages.

Your fees and costs summary

Fees deducted directly from your account: - \$237.07

This amount has been deducted directly from your account (reflected in the transactions listed on this statement under Your transaction history).

This includes:

- Flat administration fee
- Asset-based administration fee (from 3 September 2022)
- Other fees and costs for additional services such as advice and insurance, if applicable. See About your statement for more information.

Fees and costs deducted from your investment: - \$712.58

This approximate amount has been deducted from your investment and covers amounts that have reduced the return on your investment and that are not reflected as transactions listed on this statement.

This includes:

- The variable component of administration fees deducted from pre-tax investment returns up to 2 September 2022 inclusive, and reflected in the daily crediting rate. From 3 September 2022 there will be no variable administration fee deducted from your investment returns.
- Investment fees and costs and Transaction costs, which are deducted from pre-tax investment returns and reflected in the daily crediting rate of the relevant investment option.
- The tax benefit the Fund claims on its administration costs in the form of a reduced Administration fee up to 2 September 2022 inclusive.
- Administration costs paid from reserves that are not otherwise charged as administration fees. If applicable, these costs are not directly charged to your account but have reduced the reserve balance held by the Fund to cover future administration costs.

TOTAL FEES AND COSTS YOU PAID: - \$949.65

This approximate amount includes all the fees and costs that affected your investment during the period.

If your account balance for a product is less than \$6,000 at the end of the current financial year (or at account closure), certain fees and costs charged to you in relation to administration and investment are capped at 3% of your account balance. Any amount charged in excess of that 3% cap has been refunded and shown in Your transaction history as a Fee cap refund which has reduced the amount of Fees deducted directly from your account.

Want more information? See About your statement on the following pages.

Find out more

Do you have any questions about your statement? AustralianSuper must provide you with any information you reasonably require to understand your benefit entitlement contained in this statement.

Call: **1300 300 273** (8am to 8pm AEST/AEDT weekdays)

Email: australiansuper.com/email

Web: australiansuper.com

Mail: AustralianSuper

GPO Box 1901

MELBOURNE VIC 3001

Translation & Interpreting Services: 131 450 (24 hours/7 days a week)

If you have a complaint

The simplest way to resolve a complaint can be to discuss it with us by calling **1300 300 273** (8am to 8pm AEST/AEDT weekdays).

If you would prefer not to discuss the complaint or your concern is not satisfactorily resolved, you can email your complaint to us via our website at australiansuper.com/email or complaints@australiansuper.com or you can write to us at:

The Complaints Officer

AustralianSuper

GPO Box 1901

MELBOURNE VIC 3001

We'll acknowledge and investigate your complaint and address your concerns generally within 45 days of receiving your complaint. We will write to you accordingly if there are any exceptions.

At any stage you're welcome to contact your assigned Complaint Officer for an update on the progress of your complaint.

What happens next?

If you don't receive a response to your complaint within the required timeframe, or if you're not satisfied with AustralianSuper's response to your complaint, you may be eligible to take your complaint to an external complaints body.

AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Australian Financial Complaints Authority

GPO BOX 3

MELBOURNE VIC 3001

Call: **1800 931 678** (free call)

Online: afca.org.au

If your complaint relates to the handling of your personal information, you are able to escalate your complaint to the Office of the Australian Information Commissioner (OAIC).

Office of the Australian Information Commissioner

GPO Box 5218

SYDNEY NSW 2001

Call: **1300 363 992**

Online: oaic.gov.au

This statement was prepared in April 2023 by AustralianSuper Pty Ltd ABN 94 006 457 987 AFSL 233788, Trustee of AustralianSuper ABN 65 714 394 898. The information in this statement is of a general nature and does not take into account your personal objectives, financial situation or needs. Before making a decision about AustralianSuper, consider your financial requirements and refer to the relevant Product Disclosure Statement available at australiansuper.com/pds or by calling **1300 300 273**. A Target Market Determination (TMD) is a document that outlines the target market a product has been designed for. Find the TMDs at australiansuper.com/tmd.



Account Number 06 5115 10519675

Statement Period 28 Mar 2023 - 31 Mar 2023

Closing Balance \$113,170.68 CR

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



047

THE TRUSTEE
 UNIT 8 435-439 FULLARTON RD
 HIGHGATE SA 5063



Business Transaction Account

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

Name: TRANSCEND SUPER PTY LTD AS TRUSTEES FOR
 TRANSCEND SUPER FUND

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

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

Date	Transaction	Debit	Credit	Balance
28 Mar	2023 OPENING BALANCE			Nil
31 Mar	Direct Credit 310647 HESTA 500000000845186909		113,170.68	\$113,170.68 CR
31 Mar	2023 CLOSING BALANCE			\$113,170.68 CR

Opening balance	-	Total debits	+	Total credits	=	Closing balance
Nil		Nil		\$113,170.68		\$113,170.68 CR

Important Information:

We try to get things right the first time – but if we don't, we'll do what we can to fix it. You can fix most problems simply by contacting us.
 Write to: CBA Group Customer Relations, Reply Paid 41, Sydney NSW 2001
 Tell us online: commbank.com.au/support/compliments-and-complaints.html
 Call: 1800 805 605 (free call)

You can also contact the Australian Financial Complaints Authority, AFCA, an independent external dispute resolution body approved by ASIC - time limits may apply, visit AFCA, afca.org.au, website for more information.
 Write to: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001
 Email: info@afca.org.au
 Call: 1800 931 678, free call Monday to Friday 9am– 5pm, AEST

IMPORTANT NOTICE

Reminder about Cheque and Assisted transaction fees.

A \$3 fee will be charged for each Quick Deposit, Cheque and Assisted transaction while you are on the \$0 Monthly Account Fee option. This includes over the counter deposits/withdrawals, cash/cheque deposits made via the Quick Deposit Box or Quick Cash Envelopes, cheques deposited at an ATM and withdrawals/transfers made via telephone banking using an operator.

For a full list of fees on your account visit **commbank.com.au/BTAterms**

If you are processing a number of these transactions each month you may want to consider switching account fee options[^]. The \$10 Monthly Account Fee option includes 20 Quick Deposit, Cheque and Assisted transactions per month.

For more information on how to switch visit **commbank.com.au/btsamoreinfo**

[^]This information has been prepared without taking into account your individual or business needs and objectives. You can view the Terms and Conditions for Business Transaction and Savings Accounts, our Financial Services Guide and the Electronic Banking Terms and Conditions at commbank.com.au/bta and should consider them before making any decision about these products

Important Notice

Changes to cheque access from 3 June 2023

We are phasing out cheque access¹ from 3 June 2023, as follows:

- If you open a CommBank account from 3 June 2023, cheque access to that account won't be available. Some exceptions apply².
- If a cheque book was not issued for your account² before 3 June 2023, cheque access to that account won't be available from 3 June 2023.
- From 3 June 2023 replacement cheque books will no longer be issued automatically. To obtain a replacement cheque book, please contact us or visit your nearest branch.
- If you switch from a CommBank account where a cheque book was previously issued, to a new CommBank account, and your cheque book is linked to your new account, you can continue to have cheque access to your new account until all of the cheques in your cheque book are used. Once you've used all the cheques in that cheque book, cheque access will no longer be available from 3 June 2023.
- All account Terms and Conditions will be updated to reflect these changes on 3 June 2023 on commbank.com.au

Using NetBank, the CommBank app or CommBiz (for business and institutional customers), you can manage your money securely online anywhere, anytime and you can access a range of handy features, including:

- Transferring money between your accounts in real-time
- Transferring money to a BSB and Account Number or paying money to someone using PayID
- Setting up a recurring transfer or scheduling a transfer for later
- Paying your bills using PayTo, BPAY® or direct debit

For your personal accounts you can also use phone banking to transfer money between your accounts by calling us at 13 2221. For your business accounts you can manage your money securely online anywhere, anytime using NetBank, the CommBank app or CommBiz. For more information visit commbank.com.au/changes-to-cheques

¹ Cheque access means being able to take money out of your account using a cheque from a cheque book issued to you on request and linked to your account, or a cheque obtained by you on request, over the counter in branch.

² Selected business and institutional banking accounts are excluded. Speak with your Relationship Manager, or visit commbank.com.au/changes-to-cheques

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Your Statement

Statement 2 (Page 1 of 2)

Account Number 06 5115 10519675

Statement Period 1 Apr 2023 - 27 Apr 2023

Closing Balance \$307,053.48 CR

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



047

THE TRUSTEE
 UNIT 8 435-439 FULLARTON RD
 HIGHGATE SA 5063

Business Transaction Account

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

Name: TRANSCEND SUPER PTY LTD AS TRUSTEES FOR
 TRANSCEND SUPER FUND

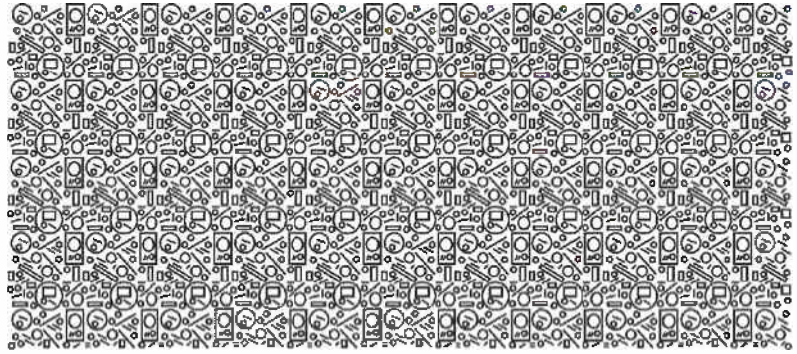
Note: Have you checked your statement today? It's easy to find out more information about each of your transactions by logging on to the CommBank App or NetBank. Should you have any questions on fees or see an error please contact us on the details above. Cheque proceeds are available when cleared.

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

Date	Transaction	Debit	Credit	Balance
01 Apr	2023 OPENING BALANCE			\$113,170.68 CR
12 Apr	Transfer To smsf australia Pty Ltd NetBank Transcend Super Fund INV-1309	1,540.00		\$111,630.68 CR
17 Apr	Transfer To Results not Promises Pty Ltd NetBank 34 Capricorn	5,000.00		\$106,630.68 CR
19 Apr	Transfer To premier building reports CommBank App 15037 Capricorn drive	550.00		\$106,080.68 CR
19 Apr	Transfer To Firstmac Services NetBank 34 Capricorn Drive Security A...	230.00		\$105,850.68 CR
19 Apr	Transfer To Krg conveyancing Centre trus CommBank App 414026	311.01		\$105,539.67 CR
24 Apr	Direct Credit 361578 QUICKSUPER QUICKSPR3460513706		1,461.88	\$107,001.55 CR
26 Apr	Direct Credit 283804 AUSTRALIANSUPER 800000001914989130		201,454.41	\$308,455.96 CR



*# 2227.10198.1.2 ZZ258R3 0303SL_R3 S911.D117.O.V06.00.36



Date	Transaction	Debit	Credit	Balance	
26 Apr	Direct Debit 142038 BUDGET DIRECT 119408863092019780	1,402.48		\$307,053.48 CR	
27 Apr	2023 CLOSING BALANCE			\$307,053.48 CR	
Opening balance - Total debits + Total credits = Closing balance					
		\$113,170.68 CR	\$9,033.49	\$202,916.29	\$307,053.48 CR

Important Information:

We try to get things right the first time – but if we don’t, we’ll do what we can to fix it. You can fix most problems simply by contacting us.
 Write to: CBA Group Customer Relations, Reply Paid 41, Sydney NSW 2001
 Tell us online: commbank.com.au/support/compliments-and-complaints.html
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 Write to: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001
 Email: info@afca.org.au
 Call: 1800 931 678, free call Monday to Friday 9am– 5pm, AEST

IMPORTANT NOTICE

Reminder about Cheque and Assisted transaction fees.

A \$3 fee will be charged for each Quick Deposit, Cheque and Assisted transaction while you are on the \$0 Monthly Account Fee option. This includes over the counter deposits/withdrawals, cash/cheque deposits made via the Quick Deposit Box or Quick Cash Envelopes, cheques deposited at an ATM and withdrawals/transfers made via telephone banking using an operator.

For a full list of fees on your account visit commbank.com.au/BTAterms

If you are processing a number of these transactions each month you may want to consider switching account fee options[^]. The \$10 Monthly Account Fee option includes 20 Quick Deposit, Cheque and Assisted transactions per month.

For more information on how to switch visit commbank.com.au/btsamoreinfo

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Important Notice

Changes to cheque access from 3 June 2023

We are phasing out cheque access¹ from 3 June 2023, as follows:

- If you open a new CommBank account from 3 June 2023, cheque access to that new account won't be available. Some exceptions apply².
- If a cheque book was not issued for your account² before 3 June 2023, cheque access to that account won't be available from 3 June 2023.
- From 3 June 2023 replacement cheque books will no longer be issued automatically. To obtain a replacement cheque book, please contact us or visit your nearest branch.
- If you have a joint account listed below³, you will no longer be able to order a replacement cheque book. You can continue to have cheque access to your joint account until all of the cheques in your cheque book are used. Once you've used all the cheques in that cheque book, cheque access will no longer be available for that account from 3 June 2023.
- If you switch from a CommBank account where a cheque book was previously issued, to a new CommBank account, and your cheque book is linked to your new account, you can continue to have cheque access to your new account until all of the cheques in your cheque book are used. Once you've used all the cheques in that cheque book, cheque access will no longer be available from 3 June 2023.
- All account Terms and Conditions will be updated to reflect these changes on 3 June 2023 on [commbank.com.au](https://www.commbank.com.au)

Using NetBank, the CommBank app or CommBiz (for business and institutional customers), you can manage your money securely online anywhere, anytime and you can access a range of handy features, including:

- Transferring money between your accounts in real-time
- Transferring money to a BSB and Account Number or paying money to someone using PayID
- Setting up a recurring transfer or scheduling a transfer for later
- Paying your bills using PayTo, BPAY® or direct debit



For your personal accounts you can also use phone banking to transfer money between your accounts by calling us at 13 2221. For your business accounts you can manage your money securely online anywhere, anytime using NetBank, the CommBank app or CommBiz. For more information visit commbank.com.au/changes-to-cheques

¹ Cheque access means being able to take money out of your account using a cheque from a cheque book issued to you on request and linked to your account, or a cheque obtained by you on request, over the counter in branch.

² Selected business and institutional banking accounts are excluded. Speak with your Relationship Manager, or visit commbank.com.au/changes-to-cheques

³ From 3 June 2023, you will no longer be able to order a replacement cheque book if you have a joint account listed here: Accelerator Cash Account, AwardSaver Account, Cash Investment Account, Cash Management Call Account, Commonwealth Direct Investment Account, Complete Access, Everyday Offset, GoalSaver, NetBank Saver, Pensioner Security Account, Private Bank Account, Smart Access, Streamline Basic, and Youthsaver Account. If you have any other joint account, you can order a replacement cheque book if you contact us or visit your nearest branch.

® Registered to BPAY Pty Ltd ABN 69 079 137 518



Account Number 06 5115 10519675

Statement Period 28 Apr 2023 - 30 Jun 2023

Closing Balance \$140,112.84 CR

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



047

THE TRUSTEE
 UNIT 8 435-439 FULLARTON RD
 HIGHGATE SA 5063

Business Transaction Account

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

Name: TRANSCEND SUPER PTY LTD AS TRUSTEES FOR
 TRANSCEND SUPER FUND

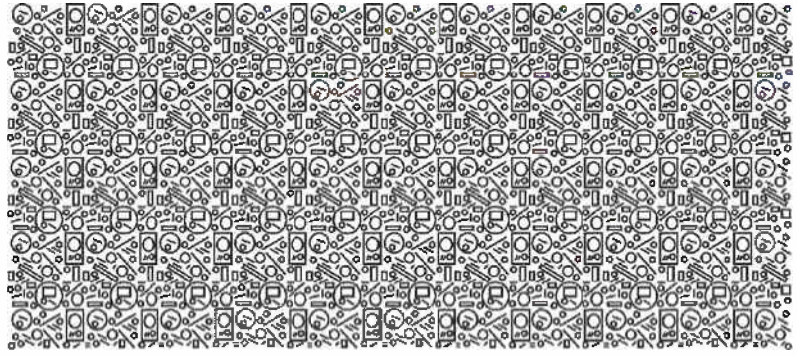
Note: Have you checked your statement today? It's easy to find out more information about each of your transactions by logging on to the CommBank App or NetBank. Should you have any questions on fees or see an error please contact us on the details above. Cheque proceeds are available when cleared.

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

Date	Transaction	Debit	Credit	Balance
28 Apr	2023 OPENING BALANCE			\$307,053.48 CR
05 May	Direct Credit 361578 QUICKSUPER QUICKSPR3469734771		269.43	\$307,322.91 CR
07 May	Transfer To Results Not Promises Pty Ltd NetBank 34 Capricorn Drive Deposit	20,000.00		\$287,322.91 CR
09 May	Transfer To Results not promises pty ltd NetBank 34 capricorn drive pacific pi...	10,000.00		\$277,322.91 CR
19 May	Direct Credit 361578 QUICKSUPER QUICKSPR3480428947		269.43	\$277,592.34 CR
26 May	Direct Credit 361578 QUICKSUPER QUICKSPR3485565398		2,006.68	\$279,599.02 CR
30 May	Transfer To kruse legal CommBank App INV-7964 6261 Butlin	979.00		\$278,620.02 CR
02 Jun	Direct Credit 361578 QUICKSUPER QUICKSPR3491088675		269.43	\$278,889.45 CR
14 Jun	Transfer To Krg conveyancing Centre trus NetBank 414026 Ltd	100,000.00		\$178,889.45 CR
15 Jun	Transfer To Krg conveyancing Centre trus NetBank 414026 Ltd	44,181.67		\$134,707.78 CR



*# 4877.11970.1.2.ZZ258R3.0303.SL.R3.S912.D161.O.V06.00.36



Date	Transaction	Debit	Credit	Balance			
16 Jun	Direct Credit 361578 QUICKSUPER QUICKSPR3501561512		133.30	\$134,841.08 CR			
19 Jun	Direct Credit 301500 Pexa Settlement Settlement Refund		3,760.00	\$138,601.08 CR			
23 Jun	Direct Credit 361578 QUICKSUPER QUICKSPR3506752464		2,006.68	\$140,607.76 CR			
28 Jun	Direct Debit 148031 FMC 10231831L49	1,033.78		\$139,573.98 CR			
30 Jun	Direct Credit 361578 QUICKSUPER QUICKSPR3512076012		538.86	\$140,112.84 CR			
30 Jun 2023	CLOSING BALANCE			\$140,112.84 CR			
Opening balance		-	Total debits	+	Total credits	=	Closing balance
\$307,053.48 CR			\$176,194.45		\$9,253.81		\$140,112.84 CR

Transaction Summary during 28th March 2023 to 31st May 2023

Transaction Type	28 Mar to 31 Mar	01 Apr to 30 Apr	01 May to 31 May	Free	Chargeable	Unit Price	Fee Charged
Staff assisted withdrawals	0	0	0	0	0	\$3.00	\$0.00
Cheques written	0	0	0	0	0	\$3.00	\$0.00
Cheque deposit	0	0	0	0	0	\$3.00	\$0.00
Over the counter deposit	0	0	0	0	0	\$3.00	\$0.00
Quick deposits	0	0	0	0	0	\$3.00	\$0.00
Cheq deposit in quick deposit box	0	0	0	0	0	\$3.00	\$0.00
Total	0	0	0	0	0		\$0.00
Account Fee						\$0.00	\$0.00
Paper Statement Fee						\$2.50	\$0.00

Important Information:

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You can fix most problems simply by contacting us.

Write to: CBA Group Customer Relations, Reply Paid 41, Sydney NSW 2001

Tell us online: commbank.com.au/support/compliments-and-complaints.html

Call: 1800 805 605 (free call)

You can also contact the Australian Financial Complaints Authority, AFCA, an independent external dispute resolution body approved by ASIC - time limits may apply, visit AFCA, afca.org.au, website for more information.

Write to: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

Email: info@afca.org.au

Call: 1800 931 678, free call Monday to Friday 9am– 5pm, AEST

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If you are processing a number of these transactions each month you may want to consider switching account fee options[^]. The \$10 Monthly Account Fee option includes 20 Quick Deposit, Cheque and Assisted transactions per month.

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[^]This information has been prepared without taking into account your individual or business needs and objectives. You can view the Terms and Conditions for Business Transaction and Savings Accounts, our Financial Services Guide and the Electronic Banking Terms and Conditions at commbank.com.au/bta and should consider them before making any decision about these products.

Financial difficulty support for your business

All businesses may experience financial difficulty at some time. But getting support is important and we're here to help. To learn how we can support you, visit commbank.com.au/bfa, contact your Relationship Manager or the Business Financial Assistance team on 13 2607 at any time.



TRANSCEND SUPER PTY LTD ACN
665964081 as trustee for TRANSCEND
SUPER FUND
12 HEATHPOOL Road
HEATHPOOL SA 5068 Australia

Borrower: TRANSCEND SUPER PTY LTD ACN 665964081 as trustee for Transcend Super Fund
Guarantor: Andrew Lamont Butlin
Capricorn Bare Pty Ltd ACN 667208237 as trustee for Capricorn Bare Trust
Stefanie Butlin
Property: 34 Capricorn Drive PACIFIC PINES Queensland 4211
Lender: WWW.LOANS.COM.AU PTY LTD ACN 117831615
Mortgage Manager: Loans.Com.Au Pty Ltd ABN 18082587095 Australian Credit Licence Number 395219
Application ID: 80149901

Dear TRANSCEND SUPER PTY LTD ACN 665964081,

Your home loan is approved

Congratulations! Your new home loan has been approved and your home loan documents are enclosed for your review and signature. Your home loan documents provide important information about your new loan which will be secured by a mortgage over the property listed above.

We recommend you obtain independent legal advice **BEFORE** you sign your home loan documents.

Whilst it is not compulsory, we strongly recommend that you seek independent financial advice from a qualified financial advisor in relation to your financial rights and obligations under the loan documents. You may accept our finance offer by signing and returning your documents promptly, otherwise the approval may lapse. All our requirements must be met **BEFORE** we can arrange settlement. Please keep this in mind, particularly if your transaction is urgent.

Next Steps – what you must do

Please work through the enclosed **checklist** and return to us;

1. The home loan documents listed in **PART A**, printed, completed and signed; and
2. The **additional information** listed in **PART B** required from you.

We have included a copy of some of the documents listed in Part A and the general conditions that apply to your home loan and your mortgage. These copies can be retained for your records.

Need Help?

If you have any questions about the enclosed documents, simply contact our Settlements team on 13 10 90, fax us on 1800 009 456 or email settlements@customerhelp.com.au. Alternatively, please contact your legal or financial adviser. They will be happy to help.

Kind regards,



Julie Sanders
Head of Group Operations

Loan Agreement - SMSF Limited Recourse Loan

Lender: WWW.LOANS.COM.AU PTY LTD ACN 117831615 of Level 40, 123 Eagle Street BRISBANE QLD 4000

Originator/Manager: Loans.Com.Au Pty Ltd ABN 082587095 of Level 40, 123 Eagle Street BRISBANE QLD 4000

Borrower (or "you"): Transcend Super Pty Ltd ACN 665964081 as trustee for Transcend Super Fund
of 12 HEATHPOOL Road HEATHPOOL South Australia 5068 Australia

Loan Number: 80149901


The Originator/Manager has arranged for the Lender to make the loan which will be managed by the Originator/Manager. Normally, you deal with the Originator/Manager. The Lender and the Originator/Manager are individually and together referred to as "we/us/our".

This document does not contain all the precontractual information required by law to be given to you. This document must be read together with the Loan General Terms and Conditions Version SMSF2 dated June 2021 contained in Part 1 of 'Your document pack' (T&Cs). You must comply with all of the terms specified in the T&Cs. If there is any conflict between the T&Cs and this document, the terms of this document prevail. If there is any conflict between any provisions of any security or guarantee and this document and the T&Cs, the terms of this document and the T&Cs prevail.

Words in *italics* have special meanings and are defined in this document or in the T&Cs.

Financial Table

The following information is prepared as at May 23, 2023 (the *disclosure date*). This information may change before or after the *settlement date*. The *settlement date* is the date we first advance money to you.

How much you are borrowing		\$606,400.00
Made up of:		
SMSF Home Loan 80 PI 1:		\$606,400.00
Total amount of credit		\$606,400.00
Annual percentage rate(s)		
Interest rates (including fixed rates, unless the fixed rate has been locked in) may change prior to the <i>settlement date</i> . Interest rates other than fixed rates can vary after the <i>settlement date</i> .		
<ul style="list-style-type: none">SMSF Home Loan 80 PI (variable rate)		6.99% per annum
epayments		

<p>When your repayments are due You must make repayments monthly on the same day each month as the <i>settlement date</i>. You may make repayments more frequently if you wish - please see your T&Cs.</p>	
<p>When your first repayment is due Your first repayment is due one month from the <i>settlement date</i>.</p>	
<p>How many repayments will you make Assuming you make all repayments on the due date, the number of repayments you must make will be:</p>	360 repayments
<p>How much are your repayments Based on the current interest rates, your monthly repayments will be as described below. If a variable interest rate changes, your repayment amounts may change.</p> <p>SMSF Home Loan 80 PI</p>	\$4,030.32 comprising principal and interest
Fees and Charges	
<p>Credit fees and charges payable on or before settlement of your loan Unless otherwise stated, all fees are non-refundable. These fees may be payable even if the loan does not proceed for any reason.</p>	
Application Fee:	\$0.00
Security assessment Fee:	\$230.00
Mortgage Registration Fee:	\$208.83
Lenders Documentation Costs:	\$490.00
Total of fees and charges payable on or before the <i>settlement date</i> (excluding unascertainable amounts)	\$928.83
Credit fees and charges payable after settlement of your loan	
Originator/Manager's Discharge Administration Fee - payable when we agree to discharge a <i>security</i> .	\$300.00 per security
Total of fees and charges payable assuming the loan runs for the entire term (excluding unascertainable amounts or amounts which may or may not become payable)	\$928.83

<p>Credit fees and charges payable throughout the term of your loan The following fees and charges are payable by you if and when the service is provided, the expense incurred, or the relevant event occurs, unless otherwise specified. We can debit your loan account with effect from the date we incur these fees, and either require you to pay the fee or charge immediately, collect it with your regular repayments, or require it to be repaid by one or more repayments. All fees and charges are non-refundable.</p>	
<p>Break costs</p> <p>Break costs are payable if</p> <ul style="list-style-type: none"> the whole or part of a fixed rate loan is repaid during a fixed rate period; or the whole or part of your fixed rate loan is varied by agreement during a fixed rate period (for example, to another type of annual percentage rate or for another fixed rate term). <p>Break costs are payable on the day on which any of the above events occur. Break costs are payable on fixed rate loans even if repayment is required by us after an <i>event of default</i> occurs. Break costs are further explained in the T&Cs. In addition, you must pay a Break Cost Administration Fee (not payable on switches to variable rate).</p> <p>NOTE: Break costs can be significant. Ask us for an estimate of break costs before you repay a fixed rate loan early.</p>	<p>Unascertainable</p> <p>\$150 per event</p>
<p>Revaluation fee - payable if the loan is not made within three months of the <i>disclosure date</i>.</p>	<p>Unascertainable</p>
<p>Application reassessment fee - payable if, as a result of delay in entering this loan agreement or settling the loan, we are required to reassess the loan.</p>	<p>\$100.00</p>
<p>If you request that your loan be re-documented prior to the settlement date. This fee does not apply to Firstmac VIP Package customers.</p>	<p>\$100.00</p>
<p>Discharge administration fee - payable at the time of any early discharge when repaying your loan in full.</p> <p>Partial discharge administration fee - payable at the time of each partial discharge.</p>	<p>\$300.00</p> <p>\$150.00</p>
<p>Documentation costs for discharge of mortgage - payable at the time of any early discharge when repaying your loan in full.</p> <p>Third party fees are fees incurred by us in providing the service and include such costs as valuation fees, mortgage insurance premium, Lender's risk and processing fee, legal costs, document custodian charges, titles office fees, and electronic processing fees, all of which are unascertainable at the disclosure date.</p>	<p>\$250.00 per settlement plus <i>third party fees</i></p>
<p>If you request more than three bank cheques on the settlement date, a fee will apply for each additional bank cheque.</p>	<p>\$15.00 for each bank cheque</p>

If you request a copy of a statement.	\$10.00 per statement
Over the counter deposits.	\$2.00 per transaction
Customer assisted transactions fee - payable when you request our assistance to complete a transfer/transaction, place an order, or submit an action that you can independently complete through your online access. This is in addition to the standard transaction fee charged.	\$4.00 per request
Dishonour fee - payable whenever a payment to us is dishonoured.	\$35.00 per dishonour
If you attempt to debit your loan account (other than transferring from one loan account to another) and there are insufficient funds to cover the amount of that debit.	\$35.00 per dishonour
Internal sweep dishonour fee - payable whenever we have an instruction from you to transfer funds from one loan account to another loan account and there are insufficient funds to cover the amount of the transfer.	\$20.00 per dishonour
Default fee - may be payable if your loan account is in default. The default fee is charged once your loan account has been in arrears for 11 days, and then every month thereafter for as long as the default remains.	\$150.00 per month
If the loan is not made on the agreed date through no fault of ours (ie settlement is cancelled), you may be required at that time to pay a cancellation fee.	\$75.00
<p>If the Lender or the Originator/Manager undertakes any of the following:</p> <ul style="list-style-type: none"> ● provides copies of any notice or document; ● provides any special attendances (eg consent to second mortgage) at your request; ● provides information; ● decides to inspect the mortgaged property or obtain other reports in relation to it; or ● varies your loan at your request (not applicable to Firstmac VIP Package customers). <p>In addition, you must pay any applicable out of pocket expenses, including legal costs and disbursements.</p>	<p>\$260.00 per attendance</p> <p>Unascertainable</p>
Payment trace fee - payable whenever we are asked to trace a deposit to a loan account.	\$50.00 per trace

If any payment to the Lender is for a taxable supply for the purposes of GST or any similar tax, you must also pay to the Lender on demand an additional amount equal to the tax relating to that supply.	Unascertainable
Enforcement expenses - may be payable if you default under this loan agreement or any <i>security</i> . Enforcement expenses are further explained in the T&Cs.	Unascertainable
Rate lock fee – rate lock applies for 60 days from date of payment.	\$350.00

We can change any of the financial information described above without your consent, including the fees and charges, the amount of repayments, the dates for debiting interest and the dates for making repayments, interest rates (except during a fixed rate period), and any discount (unless this contract says otherwise). We may introduce new fees and charges without your consent. We will inform you of any changes either in writing or by advertisement in a newspaper circulating throughout your jurisdiction. In making any changes, we will act reasonably.

OTHER INFORMATION

Security	<p>You acknowledge that the following security extends to and secures any money due under this loan agreement.</p> <p>1. First registered mortgage by Capricorn Bare Pty Ltd ACN 667208237 as trustee for Capricorn Bare Trust over Title Description: 18731135 also described as 34 Capricorn Drive PACIFIC PINES Queensland 4211</p> <p>You must also arrange for us to be granted a guarantee by:</p> <p>(a) the Andrew Lamont Butlin and Stefanie Butlin, limited to the loan amount; and</p> <p>(b) Capricorn Bare Pty Ltd ACN 667208237 as trustee for Capricorn Bare Trust, limited to 34 Capricorn Drive PACIFIC PINES Queensland 4211</p> <p>Together, these securities are referred to as the <i>security</i>.</p>
Guarantor	<p>Guarantee by Andrew Lamont Butlin.</p> <p>Guarantee by Capricorn Bare Pty Ltd.</p> <p>Guarantee by Stefanie Butlin.</p> <p>Collectively referred to as the <i>guarantor</i>.</p>
Loan term	30 years commencing on the <i>settlement date</i> .
Loan purpose	You have told us that the loan will be used for Buying an investment property.

<p>How your loan will be paid on settlement</p>	<p>The loan will be paid to:</p> <p>(a) balance as directed by you: unascertainable at the disclosure date.</p>
<p>Commission paid or received in relation to your loan</p>	<p>A management fee, which under the National Credit Code may be interpreted as a commission for the introduction of credit business, is payable to the Originator/Manager over the life of the loan. The amount of a commission is not ascertainable at the <i>disclosure date</i>. The Lender and the Originator/Manager and other persons may pay or receive other commissions, fees or benefits in connection with this loan.</p>
<p>Default interest rate</p>	<p>The default rate of interest at any time equals the interest rate applying to the relevant account plus 2.00% per annum. If the interest rate applying to the account changes, the default rate will also change.</p> <p>The default rate(s) as at the <i>disclosure date</i> are:</p> <p>SMSF Home Loan 80 PI 8.99% per annum</p>
<p>About interest rates</p>	<p>We obtain funding for our loans from a variety of sources. As a result, interest rates may differ from time to time between our different loans. Accordingly, you may see us advertising a different rate to the rate applicable to your loan.</p>

<p>Outstanding conditions</p>	<ul style="list-style-type: none"> • Signed guarantee by each of the directors of the company borrower or company trustee • Borrower to complete Verification of Identity Form prior to settlement and provide supporting certified Photo ID (requirements for ID are noted on form) • Independent Legal Advice Required • Signed guarantee by each of the directors of the company borrower or company trustee • Signed guarantee by each of the directors of the company borrower or company trustee • Signed guarantee by each of the directors of the company borrower or company trustee • Borrower to complete Verification of Identity Form prior to settlement and provide supporting certified Photo ID (requirements for ID are noted on form) • Independent Legal Advice Required • Download and keep your Loan Documents. Please review the step-by-step information provided in the Guides for completing your Loan Documents • Provide loan repayment details • Print, complete and sign your Loan Agreement and forms • Print and sign your Mortgage Document • To help speed up your settlement process please return the original documents to loans.com.au PO BOX 7001 Brisbane QLD 4001 as soon as possible. • Trust Details Form - Form 20; to be reviewed by Legal • Form 24 to be created in PEXA by solicitor. If paper settlement, Form 24 to be provided prior to settlement. • Transfer of Land to be created in PEXA by solicitor. If paper settlement, Copy of Transfer to be provided prior to settlement. • Certified copy of Capricorn Bare Trust • A copy of CGT Clearance Certificate from seller, for the property being purchased and taken as security, is required before settlement • Joint and several guarantees required from directors • Certificate of currency for your insurance
<p>SMSF special conditions</p>	<p>Special Conditions that Apply to your Self Managed Superannuation Fund Loan</p> <p>The following Specific Conditions apply to your loan contract.</p> <p>(1) Additional Definitions In these Specific Conditions:</p> <p>Guarantors mean Andrew Lamont Butlin and Stefanie Butlin and the Property Trustee.</p> <p>Property Trustee means Capricorn Bare Pty Ltd ACN 667208237 as trustee for Capricorn Bare Trust</p> <p>Property means 34 Capricorn Drive PACIFIC PINES Queensland 4211</p> <p>Superannuation Fund means Transcend Super Fund</p> <p>Superannuation Trustee means Transcend Super Pty Ltd ACN 665964081 as trustee for the Superannuation Fund.</p>

(2) **Background**

This loan contract is made in accordance with the provisions of section 67A of the *Superannuation Industry (Supervision) Act (SIS Act)* which permits a regulated *Superannuation Fund* to borrow money provided:

- (i) the borrowed funds are used to purchase an asset (in this case the *Property*);
- (ii) the *Property* is held on trust for the *Superannuation Trustee* as trustee of the *Superannuation Fund* by another entity (in this case the *Property Trustee*);
- (iii) the *Superannuation Trustee* has the right to acquire legal ownership of the *Property* on behalf of the *Superannuation Fund* by making payments;

The *Lender's* recourse against the *Superannuation Trustee* and the *Superannuation Fund* for default on the borrowing is limited to the *Property*.

(3) **Security**

Despite any other provision of this agreement, the following stands as security for your loan contract:

- (i) a charge of the beneficial interest in the *Property* by *Superannuation Trustee* on behalf of the *Superannuation Fund*;
- (ii) a mortgage of the legal interest in the *Property* by the *Property Trustee*;
- (iii) a guarantee by the members of the *Superannuation Fund* and the *Property Trustee*; and
- (iv) any other security granted to the *Lender* to secure repayment of the your loan contract.

(4) **Redraw**

Despite any other condition in your loan contract (including conditions set out in the *General Conditions*), redraw is not available on any account.

(5) **Charge of beneficial interest**

The *Superannuation Fund* hereby charges its beneficial interest in the *Property* to the *Lender* to secure payment of all amounts due to the *Lender* or any other person under your loan contract (the "**Debt**"). This charge constitutes a fixed and specific charge over the *Property*. All the terms of the mortgage over the legal title owned by the *Property Trustee* apply to this charge as if set out in full in this agreement and as if the *Superannuation Fund* was the mortgagee and the *Lender* was the mortgagee.

(6) Limited recourse

- (i) Despite any other condition in your loan contract (including conditions set out in the *General Conditions*), this agreement relates solely to money payable in respect of the loan made to the *Superannuation Trustee* under your loan contract (including interest and all costs and charges associated with that loan), but does not impose on the *Superannuation Trustee* an obligation to pay any other money. For example, the *Superannuation Trustee* is not obliged to pay all money which it owes the *Lender* other than by the *Lender's* recourse against the *Property*.
- (ii) Despite any other condition in your loan contract (including conditions set out in the *General Conditions*) or any other document, the *Lender's* rights and the guarantors' rights against the *Superannuation Fund* on default are limited to recourse against the *Property* and in the absence of fraud or misrepresentation by the *Superannuation Trustee*, neither the *Lender* nor the guarantors have any recourse whatsoever against the *Superannuation Trustee* or the *Superannuation Fund* for payment of the *Debt* other than recourse against the *Property*.
- (iii) Subject to sub-clause (iv), neither the *Lender* nor the *Guarantors* must take any step pursuant to the rights conferred by this agreement to:
 - (a) have an administrator appointed to the *Superannuation Trustee*;
 - (b) 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 Trustee*, other than a receiver of all or part of the *Property* only;
 - (c) have the *Superannuation Trustee* wound up, or prove in any winding up of the *Superannuation Trustee*;
 - (d) carry out any distress or execution on any property of the *Superannuation Fund* other than the *Property*;
 - (e) exercise any:
 - (a) right of set-off;
 - (b) right to combine or consolidate accounts; or
 - (c) banker's lien, against the *Superannuation Trustee*, other than in respect of the *Property*;
 - (f) make any other claim or institute any proceedings of any kind as against any property or assets of the *Superannuation Trustee* other than the *Property*.
- (iv) The other provisions of this clause do not:
 - (a) prohibit or restrict either the *Lender* or the *Guarantors* from obtaining, or undertaking proceedings to obtain, an injunction or other court order to restrain any breach of this agreement by the *Superannuation Trustee*;
 - (b) prohibit or restrict either the *Lender* or the *Guarantors* from obtaining, or taking proceedings to obtain, declaratory or other such relief in relation to any provision of this agreement with regards to the *Superannuation Trustee*; or
 - (c) affect the *Lender's* rights or the *Guarantors* rights to:
 - (a) enforce this agreement over the *Property* in accordance with the terms of your loan contract and the registered mortgage over the *Property*;
 - (b) for the sole purpose of enforcing its rights against the *Property*; proceed against the *Property Trustee* or the *Superannuation Trustee* to the extent necessary to enforce its rights against the *Property* or to obtain the benefit of the recourse to the *Property Trustee* or the *Superannuation Trustee* allowed by this clause;
 - (c) enforce any rights it may have under any other document; or
 - (d) enforce any rights it may have against the *Superannuation Trustee* for fraud or misrepresentation

(7) **Own enquires**

The *Lender* makes no warranty or representation in relation to the structure under which the *Property Trustee* and the *Superannuation Fund* has acquired the *Property*. The *Superannuation Fund* acknowledges that it has made its own enquiries in relation to the structure and has no claim whatsoever against the *Lender* in relation to any aspect of the structure. For example, the *Superannuation Fund* has no claim against the *Lender* if the entry of the structure, this agreement, or the transaction reflected by this document makes the *Superannuation Fund* non-complying with any law or regulation or results in adverse taxation consequences for the *Superannuation Fund*. The *Lender* can enforce this agreement in full despite any such non-compliance.

(8) **Acknowledgement by Superannuation Trustee**

The *Superannuation Trustee* acknowledges that despite any review of the Superannuation Trust Deed or the Property Trust Deed carried out by the *Lender* or the *Lender's* lawyers in respect of this transaction, the *Lender* makes no representation that the Superannuation Trust Deed or the *Superannuation Fund* itself complies with the SIS Act.

(9) **Change in applicable law**

If at any time the *Lender* determines that there has occurred any introduction of or variation to any law or regulation which makes this loan prohibited under the SIS Act, the result of any of which in the *Lender's* opinion makes it illegal, undesirable, or impractical for the *Lender* to make or continue this loan (and the *Lender's* opinion, acting reasonably will be final in relation to all these matters) then the *Lender* may terminate this loan contract by written notice to the Borrower and require repayment of the *Debt* on or before the expiration of 30 days from the date of the notice.



Signed on behalf of the Lender:
for WWW.LOANS.COM.AU PTY LTD ACN 117831615

How to Proceed

Before you sign this loan agreement, make sure you understand the following. If you have any questions, ask before you sign.

- **You should consider obtaining legal and financial advice in relation to this loan.**
- **When a variable interest rate applies to your loan, your interest rate can go up or down over the term of your loan. If your interest rate increases, your repayments may increase. We may vary your interest rate at any time (except during a fixed rate term).**
- **You may have to pay fees if you repay your loan early. Significant fees (called 'break costs') may be payable if you repay all or part of a fixed rate loan early. Ask us for an estimate of break costs before you repay a fixed rate loan early.**
- **If you select an interest only term at any time, you will not be repaying any of the loan principal and will end up paying more interest.**
- **The events which may cause you to default under your loan are listed in the T&Cs. You may default under your loan even if you have made all your payments. If you default, you may lose your property. If the sale proceeds from the mortgaged property are insufficient to fully repay the amount you owe us, you are still responsible for repaying the amount outstanding.**
- **If you default under your loan, enforcement expenses may be payable. This means that you may have to pay any of our reasonable costs incurred in maintaining the mortgaged property, collection expenses, and any other internal or external costs we incur as a result of your default.**
- **You must insure the mortgaged property. You should consider whether you need other insurance such as insurance to assist you to make repayments if you are sick, lose your job, or if other contingencies occur.**
- **We may change, suspend or cancel your offset facility at any time.**
- **If we require you to pay for lenders mortgage insurance, this insurance protects us and not you. If you default under your mortgage and the mortgaged property is then sold, and the sale proceeds are insufficient to fully repay the amount you owe us, you are still legally responsible for repaying the balance outstanding under the mortgage**
- **Until the settlement date, we have the right to change the terms of your loan agreement or to withdraw our offer to lend altogether.**
- **Acting reasonably, we can make changes to your loan agreement.**

By signing this document, each of you have made the following declarations.

1. You have carefully read this document and the T&Cs and understand they establish a legal contract between you and us.
2. All information you have given directly or indirectly to us, our agents, or our lawyers is accurate and not misleading. You acknowledge that we are relying on that information to enter this transaction.
3. The loan will be used only for the purpose set out above under 'Purpose'.
4. You agree to pay the lender all fees and charges applicable (as set out under 'Credit fees and charges payable on or before settlement of your loan') even if the loan does not proceed to settlement (including because we withdraw from this offer).

We reserve the right to withdraw from this transaction if this offer is not accepted within 14 days from the *disclosure date*, within 90 days of your conditional approval (if applicable), if the initial drawdown does not occur within 60 days of the *disclosure date*, or if anything occurs which in our reasonable opinion makes settlement undesirable.

How to accept this offer

To accept this offer you must sign and date this document below and return it to Loans.Com.Au Pty Ltd, GPO Box 7001, Brisbane QLD 4001. This contract comes into force on the *settlement date* or such earlier date as we decide.

If the borrower is a company or if this loan is predominantly used for business purposes or investment purposes (except for investment in residential property) this loan will not be regulated by the National Credit Code despite any statement that the National Credit Code applies to this loan. The information statement below only applies to you if your loan is regulated by the National Credit Code.

Important

Before you sign

- Read this contract document so that you know exactly what contract you are entering into and what you will have to do under the contract.
- You should also read the information statement: "*Things you should know about your proposed credit contract*".
- Fill in or cross out any blank spaces.
- Get a copy of this contract document.
- Do not sign this contract document if there is anything you do not understand.

Things you must know

- Once you sign this contract document, you will be bound by it. However, you may end the contract before you obtain credit, or a card or other means is used to obtain goods or services for which credit is to be provided under the contract, by telling the credit provider in writing, but you will still be liable for any fees or charges already incurred.
- You do not have to take out consumer credit insurance unless you want to. However, if this contract document says so, you must take out insurance over any mortgaged property, such as a house or car.
- If you take out insurance, the credit provider cannot insist on any particular insurance company.
- If this contract document says so, the credit provider can vary the annual percentage rate (the interest rate), the repayments and the fees and charges and can add new fees and charges without your consent.
- If this contract document says so, the credit provider can charge a fee if you pay out your contract early.

Signed on behalf of Transcend Super Pty Ltd ACN 665964081 as trustee for Transcend Super Fund pursuant to section 127 of the Corporations Act 2001

Date: 30/05/2023


[SIGN HERE]

Sole director & Secretary / Director / Secretary
(cross out those not applicable)


[SIGN HERE] BUTLIN


[SIGN HERE]

Director


[SIGN HERE] BUTLIN

BORROWER CERTIFICATION

APPLICATION ID: 80149901

I Transcend Super Pty Ltd ACN 665964081 as trustee for Transcend Super Fund CERTIFY THAT:

Select one

I am fluent in the English language;

OR

I have had the document to which this certificate is attached (the "Document") interpreted and explained to me;

I have read the Document (or had it interpreted and explained);

I am the Borrower named in the Document;

I understand the nature and effect of the Document;

I understand the obligations and risks involved in signing the Document;

I sign the Document freely, voluntarily and without pressure from any person; and Select one

I have been given the opportunity to obtain legal advice on the nature and effect of the Document but have chosen not to do so;

I have obtained legal advice on the nature and effect of the documents from the solicitor named

DARREN PAUL KRUSE
A Commissioner for taking Affidavits
in the Supreme Court of the State of South Australia

Are you, or your close family and associates, a politically exposed person (head of state, senior politician, senior government official, judicial or military officer, senior executive of a state-owned corporation, or senior political party official) either within or outside Australia?

No Yes, please provide details: _____

I understand that if I do not meet the criteria for the owner-occupied property interest rate then the interest rate may be increased to the applicable investor interest rate.

POST SETTLEMENT NOTICES

(not to be completed if all borrowers wish to receive by post copies of post settlement notices)

Select one

I elect to receive post settlement notices electronically to the email address provided with my loan application. (i). I will not receive a paper copy of the documentation (ii). I must check my/our email regularly and (iii). I may withdraw this election at any time.

OR

I nominate _____ to receive post settlement notices and other documents by post on behalf of all of us. Each borrower is entitled to receive by post a copy of any notice or other document under the National Credit Code. By completing this nomination and signing below, you give up the right to be provided with multiple copies of information direct from the lender, and nominate one person to receive the information.

You can update your details with us or request paper copies of the documents at any time.

Signed on behalf of Transcend Super Pty Ltd ACN 665964081 as trustee for Transcend Super Fund pursuant to section 127 of the Corporations Act 2001

[SIGN HERE]

Sole director & Secretary / Director / Secretary
(cross out those not applicable)

[PRINT NAME HERE] ANDREW BUTLIN

[SIGN HERE]

Director

[PRINT NAME HERE] STEPHANIE BUTLIN

Date: 30/05/2023

After all parties have signed the Form – Please detach this Notice**VERY IMPORTANT: Please read this before signing the form**

Before signing the form you must show the witness adequate documentation so they can **verify your identity** and **your entitlement to sign**

Unless you provide adequate documentation the witness may decline to proceed

Note: this notice is not part of the form and must not be lodged in the Titles Registry

Important information – witnessing signatures on titles registry forms

- Only particular persons (Schedule 1 – *Land Title Act 1994*) are able to witness the signature of an individual on a titles registry form and they are required by law to take reasonable steps to verify the individual's identity and ensure they are the person entitled to sign the form.
- You **must** provide your witness with sufficient documentation for them to verify your identity (e.g. shows your photo and signature) **and** your entitlement to sign the form (e.g. shows your name and the property details).
- It is recommended that you present as many relevant documents as possible to the witness to assist them in complying with their legal obligations.
- For further guidance, including for witnessing outside Australia, refer to Part 61 of the Land Title Practice Manual, available online at www.qld.gov.au/titles.

1. Verification of identity documents

The Verification of Identity Standard in ¶[61-2700] of the Land Title Practice Manual requires a witness to sight a specified combination of identity documents. An extract showing the first 3 Categories of the Standard is below:

Category	Minimum Document Requirements For Persons who are Australian citizens or residents:
1	<ul style="list-style-type: none"> • Australian Passport or foreign passport or Australian Evidence of Immigration Status ImmiCard or Australian Migration Status ImmiCard • <u>plus</u> Australian drivers licence or Photo Card* (a Photo Card is a card issued by the Commonwealth or any State or Territory Government showing a photograph of the holder and enabling the holder to evidence their age and/or their identity) • <u>plus</u> change of name or marriage certificate <i>if necessary</i>
2	<ul style="list-style-type: none"> • Australian Passport or foreign passport or Australian Evidence of Immigration Status ImmiCard or Australian Migration Status ImmiCard • <u>plus</u> full birth certificate or citizenship certificate or descent certificate • <u>plus</u> Medicare or Centrelink or Department of Veterans' Affairs card • <u>plus</u> change of name or marriage certificate <i>if necessary</i>
3	<ul style="list-style-type: none"> • Australian drivers licence or Photo Card* (see Photo Card definition in Category 1 above*) • <u>plus</u> full birth certificate or citizenship certificate or descent certificate • <u>plus</u> Medicare or Centrelink or Department of Veterans' Affairs card • <u>plus</u> change of name or marriage certificate <i>if necessary</i>

2. Documentation to confirm you are entitled to sign the form/s

If you are **selling property** or are **only refinancing**

- a current local government rates notice; or
- a current title search statement; or
- a current land tax assessment notice.

If you are **buying property** and/or **financing the purchase**

- a copy of the contract of sale; or
- official loan documentation from your lender; or
- a letter from a solicitor confirming you are entitled to sign the form.

Unless you show your witness adequate documentation they may decline to proceed

Lodger Details

Lodger Code
 Name
 Address
 Lodger Box
 Phone
 Email
 Reference

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	Part Land Affected?	Land Description
18731135		LOT 129 ON RP 818543

Mortgagor

Name	CAPRICORN BARE PTY LTD
ACN/ARBN	667208237
Capacity	AS TRUSTEE

Mortgagee

Name	WWW.LOANS.COM.AU PTY LTD
ACN	117831615
Australian Credit Licence	

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	720348916
(b) Additional terms and conditions	NIL

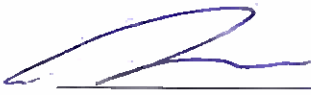
Mortgage Execution

Executed on behalf of CAPRICORN BARE PTY LTD

Signer Name ANDREW LAMONT BUTLIN

Signer Organisation CAPRICORN BARE PTY LTD

Signer Role DIRECTOR

Signature 

Execution Date 30/05/2023

Executed on behalf of CAPRICORN BARE PTY LTD

Signer Name STEFANIE BUTLIN

Signer Organisation CAPRICORN BARE PTY LTD

Signer Role DIRECTOR

Signature 

Execution Date 30/05/2023

Mortgagee Execution

Executed on behalf of WWW.LOANS.COM.AU PTY LTD
under power of attorney 713980455

Signer Name STEVEN KONG

Signer Organisation FIRSTMAC LIMITED ACN 094 145 963

Signer Role MANAGER

Signature _____

Execution Date _____

After all parties have signed the Form – Please detach this Notice**VERY IMPORTANT: Please read this before signing the form**

Before signing the form you must show the witness adequate documentation so they can **verify your identity** and **your entitlement to sign**

Unless you provide adequate documentation the witness may decline to proceed

Note: this notice is not part of the form and must not be lodged in the Titles Registry

Important information – witnessing signatures on titles registry forms

- Only particular persons (Schedule 1 – *Land Title Act 1994*) are able to witness the signature of an individual on a titles registry form and they are required by law to take reasonable steps to verify the individual's identity and ensure they are the person entitled to sign the form.
- You must provide your witness with sufficient documentation for them to verify your identity (e.g. shows your photo and signature) and your entitlement to sign the form (e.g. shows your name and the property details).
- It is recommended that you present as many relevant documents as possible to the witness to assist them in complying with their legal obligations.
- For further guidance, including for witnessing outside Australia, refer to Part 61 of the Land Title Practice Manual, available online at www.qld.gov.au/titles.

1. Verification of identity documents

The Verification of Identity Standard in ¶[61-2700] of the Land Title Practice Manual requires a witness to sight a specified combination of identity documents. An extract showing the first 3 Categories of the Standard is below:

Category	Minimum Document Requirements For Persons who are Australian citizens or residents:
1	<ul style="list-style-type: none"> • Australian Passport or foreign passport or Australian Evidence of Immigration Status ImmiCard or Australian Migration Status ImmiCard • <u>plus</u> Australian drivers licence or Photo Card* (a Photo Card is a card issued by the Commonwealth or any State or Territory Government showing a photograph of the holder and enabling the holder to evidence their age and/or their identity) • <u>plus</u> change of name or marriage certificate <i>if necessary</i>
2	<ul style="list-style-type: none"> • Australian Passport or foreign passport or Australian Evidence of Immigration Status ImmiCard or Australian Migration Status ImmiCard • <u>plus</u> full birth certificate or citizenship certificate or descent certificate • <u>plus</u> Medicare or Centrelink or Department of Veterans' Affairs card • <u>plus</u> change of name or marriage certificate <i>if necessary</i>
3	<ul style="list-style-type: none"> • Australian drivers licence or Photo Card* (see Photo Card definition in Category 1 above*) • <u>plus</u> full birth certificate or citizenship certificate or descent certificate • <u>plus</u> Medicare or Centrelink or Department of Veterans' Affairs card • <u>plus</u> change of name or marriage certificate <i>if necessary</i>

2. Documentation to confirm you are entitled to sign the form/s

If you are selling property or are only refinancing

- a current local government rates notice; or
- a current title search statement; or
- a current land tax assessment notice.

If you are buying property and/or financing the purchase

- a copy of the contract of sale; or
- official loan documentation from your lender; or
- a letter from a solicitor confirming you are entitled to sign the form.

Unless you show your witness adequate documentation they may decline to proceed

Lodger Details

Lodger Code
 Name
 Address
 Lodger Box
 Phone
 Email
 Reference

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	Part Land Affected?	Land Description
18731135		LOT 129 ON RP 818543

Mortgagor

Name	CAPRICORN BARE PTY LTD
ACN/ARBN	667208237
Capacity	AS TRUSTEE

Mortgagee

Name	WWW.LOANS.COM.AU PTY LTD
ACN	117831615
Australian Credit Licence	

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	720348916
(b) Additional terms and conditions	NIL

Mortgage Execution

Executed on behalf of CAPRICORN BARE PTY LTD

Signer Name ANDREW LAMONT BUTLINSigner Organisation CAPRICORN BARE PTY LTDSigner Role DIRECTORSignature Execution Date 30/05/2023

Executed on behalf of CAPRICORN BARE PTY LTDSigner Name STEFANIE BUTLINSigner Organisation CAPRICORN BARE PTY LTDSigner Role DIRECTORSignature Execution Date 30/05/2023

Mortgagee Execution

Executed on behalf of WWW.LOANS.COM.AU PTY LTD
under power of attorney 713980455

Signer Name STEVEN KONG

Signer Organisation FIRSTMAC LIMITED ACN 094 145 963

Signer Role MANAGER

Signature _____

Execution Date _____

Mortgage Side Deed

Parties

- (1) WWW.LOANS.COM.AU PTY LTD ACN 117831615 (**Mortgagee**).
- (2) Capricorn Bare Pty Ltd ACN 667 208 237 atf Capricorn Bare Trust (**Mortgagor**).
- (3) Transcend Super Pty Ltd ACN 665964081 (**Trustee**).

Background

- (a) On or about the date of this deed, the Mortgagor 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

(1) Definitions

In this document:

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.

Property Trustee means Capricorn Bare Pty Ltd ACN 667208237 as trustee for the Capricorn Bare Trust .

Purchased Property means 34 Capricorn Drive PACIFIC PINES Queensland 4211

Fund means Transcend Super Fund.

Trustee means Transcend Super Pty Ltd ACN 665964081, as trustee of the Fund.

(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

This 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 Trustee as trustee of the Fund by another entity (in this case the Property Trustee);
- (c) the Trustee has the right to acquire legal ownership of the Purchased Property on behalf of the Fund by making payments;
- (d) the Mortgagee's recourse against the Trustee and the Fund for default in respect of payment are limited to the Purchased Property.

Accordingly the following provisions apply to this Mortgage.

(2) What this mortgage secures

Despite any other provision of this mortgage:

- (a) the Trustee directs the Mortgagor to grant this mortgage;
- (b) the Mortgagor grants this mortgage at the direction of the Trustee;
- (c) the Mortgagee enters this mortgage at the request of the Mortgagor; and
- (d) this mortgage only secures money owing by the Trustee in its capacity as trustee of the Fund pursuant to the loan agreement made between the Trustee and the Mortgagee on or about the date of this mortgage in respect of a loan to purchase the Purchased Property subject to this mortgage.

(3) Limited Recourse

Despite any other provision of any document, the loan agreement, the Memorandum of Mortgage or any right conferred or implied by law or statute, the Mortgagor's rights against the Trustee in respect of any payment, cost, expense or anything else arising from or relating to this Mortgage are limited to the Purchased Property. For example, if the Mortgagor pays any money to the Mortgagee in response to a demand for payment by the Mortgagee, the Mortgagor will only be entitled to recourse against the Purchased Property and will not be entitled to claim any amount back from any other asset of the Trustee.

(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 Property in a lawful way and in accordance with usual commercial and conveyancing practice.

(5) Own enquires

The Mortgagee makes no warranty or representation in relation to the structure under which the Property Trustee and the Fund has acquired the Purchased Property. The Trustee acknowledges that it has made its own enquiries in relation to the structure and has no claim whatsoever against the Mortgagee in relation to any aspect of the structure. For example, the Trustee has no claim against the Mortgagee if the entry of the structure, this document, or the transaction reflected by this document makes the Fund non-complying with any law or regulation. The Mortgagee can enforce this document in full despite any such non-compliance.

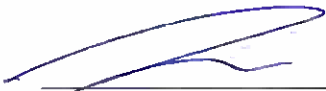
Executed as a deed.

Signed on behalf of WWW.LOANS.COM.AU PTY LTD ACN 117831615 under power of attorney 713980455

PATRICIA MARSH
MANAGER - FIRSTMAC LIMITED ACN 094
145 963

Print name

Signed on behalf of Capricorn Bare Pty Ltd ACN 667208237 as trustee for Capricorn Bare Trust pursuant to section 127 of the Corporations Act 2001




Secretary/Director

ANDREW BUTLIN

Print name

30/05/2023

Date



Director

STEFANIE BUTLIN

Print name

30/05/2023

Date

Signed on behalf of Transcend Super Pty Ltd ACN 665964081 as trustee for Transcend Super Fund pursuant to section 127 of the Corporations Act 2001



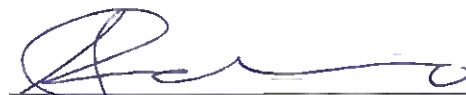
Secretary/Director

ANDREW BUTLIN

Print name

30/05/2023

Date



Director

STEFANIE BUTLIN

Print name

30/05/2023


Date

Verification of Identity

Instructions for completion:

1. Please sign the form in front of a Prescribed Person listed in **Part A** (overleaf).
2. You **must** take with you and give to the Prescribed Person your original and copies of your identity documents listed in **Part B** (overleaf).
3. The Prescribed Person **must** fill in their details in the Identity Certification section below.
4. The Prescribed Person must fill in either their length of service in their employment, or their certification number, whichever is relevant.
5. The Prescribed Person must write on the copies of your identity documents "I certify that this is a true copy of the original document" and sign the copies.
6. You **must** return to us this completed form and the certified copies of your identity documents.

Customer Details


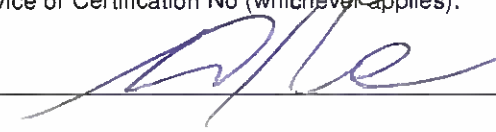
Full Name:	Andrew Lamont Butlin	Application ID:	80149901
Residential Address:	12 HEATHPOOL Road HEATHPOOL South Australia 5068 Australia	Date of Birth:	09/08/1985
Your signature:		Date:	30 10 5 12023

Identity Certification

I have completed face to face verification of the individual named above by sighting and certifying copies of the original identity documents provided to me by them. All photographic identification is a "reasonable likeness" to the individual. Nothing in my dealings with the individual has raised any suspicions concerning the identification documents. I have attached the certified copies of the identity documents.

The individual being identified signed this document in my presence on: 30 10 5 12023

Prescribed Person Details

Full Name:	DARREN PAUL KRUSE A Commissioner for taking Affidavits in the Supreme Court of the State of South Australia	 Stamp (if applicable)
Occupation:	Lawyer	
Length of service or Certification No (whichever applies):	11 years	
Signature:		
Address:	KRUSE LEGAL 20 Coromandel Parade BLACKWOOD SA 5051 Ph: 08 8278 1770	
Daytime phone:		

Part A - Prescribed Persons

Below is a list of people who can complete the form.

- Justice of the Peace
- Commissioner for Declarations
- Commissioner of Affidavits
- Commissioner for Oaths
- Notary Public
- Clerk of a court
- Police Officer
- Licensed conveyancer
- Lawyer
- Accountant
- Member of Engineers Australia
- Pharmacist
- Doctor
- Dentist
- Psychologist
- Teacher employed full-time at a school or tertiary education institution
- Officer with or an authorised representative of a holder of an AFSL or ACL with 2 or more years of continuous service
- Finance company officer with 2 or more years of continuous service
- Federal, State or Local Government Employees with 2 or more years of continuous service
- Minister of religion registered under Subdivision A of Division 1 of Part IV of the Marriage Act 1961

Part B - Identification documents

Below is the list of identification documents which are acceptable. You should select only one category from the table below based on the ID you have and provide one document from each group. For example, if you select Category 1 and you are an Australian citizen then you could provide your Australian Passport plus Australian Driver's License and if either of those are in a different name then provide a change of name certificate.


Select One Category	Required Documents - All documents must be current unless stated otherwise below. All documents must be physical copies, digital documents are not acceptable.			
Category 1 <i>(Copies must be certified by the Prescribed Person)</i>	<input type="checkbox"/> Australian Passport <i>(not expired for more than 2 years)</i> OR <input type="checkbox"/> Foreign Passport with VISA	<input type="checkbox"/> Australian Proof of Age Card with Photo OR <input type="checkbox"/> Australian Driver's License	If applicable <input type="checkbox"/> Change of name certificate OR <input type="checkbox"/> Marriage Certificate <i>(Ceremonial/Commemorative marriage certificates not acceptable)</i>	
Category 2 <i>(Copies must be certified by the Prescribed Person)</i>	<input type="checkbox"/> Australian Passport <i>(not expired for more than 2 years)</i> OR <input type="checkbox"/> Foreign Passport with VISA	<input type="checkbox"/> Birth Certificate OR <input type="checkbox"/> Citizenship Certificate OR <input type="checkbox"/> Descent Certificate	<input type="checkbox"/> Medicare Card OR <input type="checkbox"/> Department of Veterans Affairs Card OR <input type="checkbox"/> Centrelink Card	If applicable <input type="checkbox"/> Change of name certificate OR <input type="checkbox"/> Marriage Certificate <i>(Ceremonial/Commemorative marriage certificates not acceptable)</i>
Category 3 <i>(Copies must be certified by the Prescribed Person)</i>	<input type="checkbox"/> Australian Driver's License OR <input type="checkbox"/> Australian Proof of Age Card with Photo OR <input type="checkbox"/> Australia Post Card Keypass Identity Card	<input type="checkbox"/> Birth Certificate OR <input type="checkbox"/> Citizenship Certificate OR <input type="checkbox"/> Descent Certificate	<input type="checkbox"/> Medicare Card OR <input type="checkbox"/> Centrelink Card OR <input type="checkbox"/> Department of Veterans Affairs Card	If applicable <input type="checkbox"/> Change of name certificate OR <input type="checkbox"/> Marriage Certificate <i>(Ceremonial/Commemorative marriage certificates not acceptable)</i>
Category 4 <i>(Copies must be certified by the Prescribed Person)</i>	<input type="checkbox"/> Foreign Passport	<input type="checkbox"/> Another form of government issued photographic identity document (Australian ID preferred)	If relevant <input type="checkbox"/> Change of name certificate OR <input type="checkbox"/> Marriage Certificate <i>(Ceremonial/Commemorative marriage certificates not acceptable)</i>	

Verification of Identity

Instructions for completion:

1. Please sign the form in front of a Prescribed Person listed in **Part A** (overleaf).
2. You **must** take with you and give to the Prescribed Person your original and copies of your identity documents listed in **Part B** (overleaf).
3. The Prescribed Person **must** fill in their details in the Identity Certification section below.
4. The Prescribed Person must fill in either their length of service in their employment, or their certification number, whichever is relevant.
5. The Prescribed Person must write on the copies of your identity documents "I certify that this is a true copy of the original document" and sign the copies.
6. You **must** return to us this completed form and the certified copies of your identity documents.

Customer Details


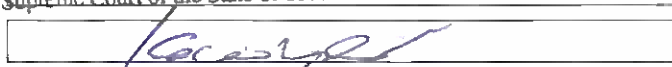
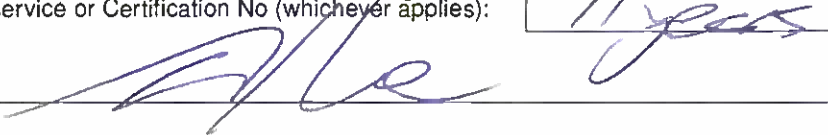
Full Name:	Stefanie Butlin	Application ID:	80149901
Residential Address:	12 HEATHPOOL Road HEATHPOOL South Australia 5068 Australia	Date of Birth:	18/03/1987
Your signature:		Date:	30 / 05 / 2023

Identity Certification

I have completed face to face verification of the individual named above by sighting and certifying copies of the original identity documents provided to me by them. All photographic identification is a "reasonable likeness" to the individual. Nothing in my dealings with the individual has raised any suspicions concerning the identification documents. I have attached the certified copies of the identity documents.

The individual being identified signed this document in my presence on: 30/5/23

Prescribed Person Details

Full Name:	DARREN PAUL KRUSE A Commissioner for taking Affidavits in the Supreme Court of the State of South Australia	 Stamp (if applicable)
Occupation:		
Length of service or Certification No (whichever applies):	11 years	
Signature:		
Address:	KRUSE LEGAL 20 Coromandel Parade BLACKWOOD SA 5051 Ph: 08 8278 1779	
Daytime phone:		

Part A - Prescribed Persons

Below is a list of people who can complete the form.

- Justice of the Peace
- Commissioner for Declarations
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- Commissioner for Oaths
- Notary Public
- Clerk of a court
- Police Officer
- Licensed conveyancer
- Lawyer
- Accountant
- Member of Engineers Australia
- Pharmacist
- Doctor
- Dentist
- Psychologist
- Teacher employed full-time at a school or tertiary education institution
- Officer with or an authorised representative of a holder of an AFSL or ACL with 2 or more years of continuous service
- Finance company officer with 2 or more years of continuous service
- Federal, State or Local Government Employees with 2 or more years of continuous service
- Minister of religion registered under Subdivision A of Division 1 of Part IV of the Marriage Act 1961

Part B - Identification documents

Below is the list of identification documents which are acceptable. You should select only one category from the table below based on the ID you have and provide one document from each group. For example, if you select Category 1 and you are an Australian citizen then you could provide your Australian Passport plus Australian Driver's License and if either of those are in a different name then provide a change of name certificate.

Select One Category	Required Documents - All documents must be current unless stated otherwise below. All documents must be physical copies, digital documents are not acceptable.			
Category 1 <i>(Copies must be certified by the Prescribed Person)</i>	<input type="checkbox"/> Australian Passport <i>(not expired for more than 2 years)</i> OR <input type="checkbox"/> Foreign Passport with VISA	+	<input type="checkbox"/> Australian Proof of Age Card with Photo OR <input type="checkbox"/> Australian Driver's License	If applicable <input type="checkbox"/> Change of name certificate OR <input type="checkbox"/> Marriage Certificate <i>(Ceremonial/Commemorative marriage certificates not acceptable)</i>
Category 2 <i>(Copies must be certified by the Prescribed Person)</i>	<input type="checkbox"/> Australian Passport <i>(not expired for more than 2 years)</i> OR <input type="checkbox"/> Foreign Passport with VISA	+	<input type="checkbox"/> Birth Certificate OR <input type="checkbox"/> Citizenship Certificate OR <input type="checkbox"/> Descent Certificate	<input type="checkbox"/> Medicare Card OR <input type="checkbox"/> Department of Veterans Affairs Card OR <input type="checkbox"/> Centrelink Card If applicable <input type="checkbox"/> Change of name certificate OR <input type="checkbox"/> Marriage Certificate <i>(Ceremonial/Commemorative marriage certificates not acceptable)</i>
Category 3 <i>(Copies must be certified by the Prescribed Person)</i>	<input type="checkbox"/> Australian Driver's License OR <input type="checkbox"/> Australian Proof of Age Card with Photo OR <input type="checkbox"/> Australia Post Card Keypass Identity Card	+	<input type="checkbox"/> Birth Certificate OR <input type="checkbox"/> Citizenship Certificate OR <input type="checkbox"/> Descent Certificate	<input type="checkbox"/> Medicare Card OR <input type="checkbox"/> Centrelink Card OR <input type="checkbox"/> Department of Veterans Affairs Card If applicable <input type="checkbox"/> Change of name certificate OR <input type="checkbox"/> Marriage Certificate <i>(Ceremonial/Commemorative marriage certificates not acceptable)</i>
Category 4 <i>(Copies must be certified by the Prescribed Person)</i>	<input type="checkbox"/> Foreign Passport	+	<input type="checkbox"/> Another form of government issued photographic identity document (Australian ID preferred)	If relevant <input type="checkbox"/> Change of name certificate OR <input type="checkbox"/> Marriage Certificate <i>(Ceremonial/Commemorative marriage certificates not acceptable)</i>

DIRECT DEBIT REQUEST

Borrowers Name Transcend Super Pty Ltd ACN 665964081 as trustee for Transcend Super Fund Loan reference no. 80149901

Direct debit start date 20 / 06 / 2023 Total loan amount \$606,400.00

Direct debit				
Account name	SMSF Transcend SUPER			
Name of bank	CBA			
BSB	065-115			
Account number	10519675			
Repayment frequency	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Weekly* <input type="checkbox"/> Fortnightly*	<input type="checkbox"/> Monthly <input type="checkbox"/> Weekly* <input type="checkbox"/> Fortnightly*	<input type="checkbox"/> Monthly <input type="checkbox"/> Weekly* <input type="checkbox"/> Fortnightly*	<input type="checkbox"/> Monthly <input type="checkbox"/> Weekly* <input type="checkbox"/> Fortnightly*
Repayment amount	<input checked="" type="checkbox"/> Minimum payment OR <input type="checkbox"/> Fixed - \$	<input type="checkbox"/> Minimum payment OR <input type="checkbox"/> Fixed - \$	<input type="checkbox"/> Minimum payment OR <input type="checkbox"/> Fixed - \$	<input type="checkbox"/> Minimum payment OR <input type="checkbox"/> Fixed - \$
	<input type="checkbox"/> From Offset Sub-Account	<input type="checkbox"/> From Offset Sub-Account	<input type="checkbox"/> From Offset Sub-Account	<input type="checkbox"/> From Offset Sub-Account



Weekly* and fortnightly* repayments are only available on Principal and Interest loans and are calculated by dividing the monthly payment by four or by two respectively.

Customer Authorisation

You request and authorise First Mortgage Company Pty Ltd ABN 37 099 125 318 (User ID 148031) to arrange a debit from your nominated account (above) through the Bulk Electronic Clearing System (BECS) for the amount set out in this Direct Debit Request or such other amount as instructed by you from time to time to your Originator / Manager. You acknowledge this direct debit arrangement is governed by the terms of the Direct Debit Request Service Agreement contained in Your Loan General Terms and Conditions. By signing this Direct Debit Request you confirm that you are authorised to operate the nominated account, and that you have understood and agreed to the terms and conditions set out in this Request and in your Direct Debit Request Service Agreement contained in Your Loan General Terms and Conditions.

By signing below you agree to the arrangements set out in this document.

Please sign with a pen, electronic signatures are not valid.

Full Name	ANDREW BUTLIN	Signature		Date	30/05/2023
Full Name	STEPHANIE BUTLIN	Signature		Date	30/05/2023

Guarantor's Indemnity Waiver

Parties

- (1) Transcend Super Pty Ltd ACN 665964081 as trustee of the Transcend Super Fund of 12 HEATHPOOL Road HEATHPOOL South Australia 5068 Australia (**Borrower**).
- (2) Andrew Lamont Butlin of 12 HEATHPOOL Road HEATHPOOL South Australia 5068 Australia
Stefanie Butlin of 12 HEATHPOOL Road HEATHPOOL South Australia 5068 Australia (**Members**).
- (3) Capricorn Bare Pty Ltd ACN 667208237 as trustee for Capricorn Bare Trust (**Property Trustee**).

Background

- (a) WWW.LOANS.COM.AU PTY LTD ACN 117831615 (**Lender**) has made or will make a loan to the Borrower (**Loan**).
- (b) The security for repayment of the Loan includes a mortgage (**Mortgage**) granted by the Property Trustee over the property located at 34 Capricorn Drive PACIFIC PINES Queensland 4211 (**Purchased Property**).
- (c) The Members and the Property Trustee (**Guarantors**) have guaranteed and indemnified or intend to guarantee and indemnify the Lender in respect of the Loan.


Operative provisions

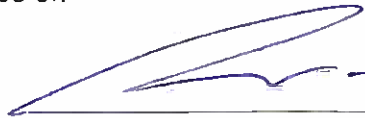
- (1) **Limited Recourse**
Despite any other provision of any document or any right conferred by law or statute, the Guarantors' rights against the Borrower in respect of any payment, cost, expense or anything else arising from or relating to this guarantee are limited to the Purchased Property. For example, if the Guarantors pay any money to the Lender in response to a demand for payment by the Lender, the Guarantors will only be entitled to recourse against the Purchased Property and will not be entitled to claim any amount back from any other assets of the Borrower.
- (2) **Contribution by Guarantors**
Despite any other provision of any document or any right conferred by law or statute, if under any guarantee and indemnity given by the Guarantors, the Guarantors make any payment (in cash or in kind - for example as a result of any security provided by the Guarantors being sold by the mortgagee), the Property Trustee will not transfer the Purchased Property to the Borrower unless and until the Guarantors have been repaid the amount of that payment. (This clause is inserted to ensure that by making any payment under a guarantee, the Guarantors are 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 by Andrew Lamont Butlin in the presence of:

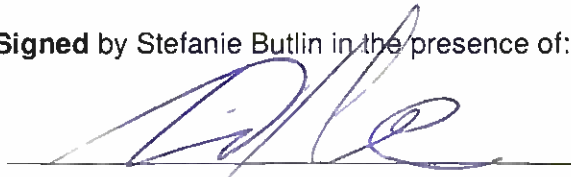

Witness **DARREN PAUL KRUSE**
A Commissioner for taking Affidavits
in the Supreme Court of the State of South Australia



Guarantor signature

Print name **KRUSE LEGAL**
20 Coromandel Parade
Print address **BLACKWOOD SA 5051**
Ph: 08 8278 1779


Date

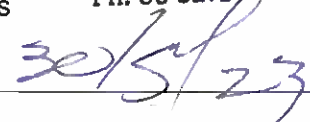
Signed by Stefanie Butlin in the presence of:


Witness

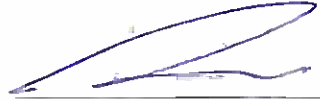

Guarantor signature

DARREN PAUL KRUSE
A Commissioner for taking Affidavits
in the Supreme Court of the State of South Australia

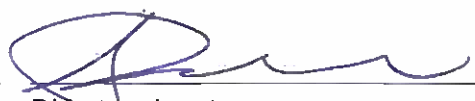
Print name **KRUSE LEGAL**
20 Coromandel Parade
Print address **BLACKWOOD SA 5051**
Ph: 08 8278 1779


Date

Signed on behalf of Transcend Super Pty Ltd ACN 665964081 as trustee for Transcend Super Fund pursuant to section 127 of the Corporations Act 2001

_____	
Sole director & Secretary / Director / Secretary signature (cross out those not applicable)	Director signature
_____	ANDREW BUTLIN
Print name	Print name
_____	30/05/2023
Date	Date

Signed on behalf of Capricorn Bare Pty Ltd ACN 667208237 as trustee for Capricorn Bare Trust pursuant to section 127 of the Corporations Act 2001

_____	
Sole director & Secretary / Director / Secretary signature (cross out those not applicable)	Director signature
_____	STEFANIE BUTLIN
Print name	Print name
_____	30/5/2023
Date	Date

Details of settlement funds and direction and authority

Application ID: 80149901

Total loan amount: \$606,400.00

Fees

Security assessment fee	\$230.00	
Lenders documentation costs	\$490.00	
Fees received		\$230.00
Sub total		\$490.00

Government fees

Discharge of mortgage – registration fee	\$208.83	
Transfer – registration fee	\$2,483.59	
Mortgage – registration fee	\$208.83	
Sub total		\$2,901.25

[see property settlement page 2](#)

Total fees payable (ascertainable only) \$3,391.25

Balance of funds available for settlement \$603,008.75

Authority and undertaking

FirstMac Limited or its agents may complete blank spaces in the mortgage and other documents relating to my loan, by inserting the appropriate date and other details which are incomplete in order to effect stamping and registration. I/We undertake to do all things necessary to comply with requisitions raised relating to stamping and registration of these documents.

Acknowledgement

We acknowledge that interest accrues from the day the Lender first draws cheques or allocates money from the loan irrespective of when settlement actually occurs.

Signed on behalf of Transcend Super Pty Ltd ACN 665964081 as trustee for Transcend Super Fund pursuant to section 127 of the Corporations Act 2001

[SIGN HERE]

~~Sole director & Secretary~~ / Director / Secretary
(cross out those not applicable)

~~APRIL DRYDEN~~ BUTLIN

[SIGN HERE]

Director

~~STEPHANIE~~ BUTLIN

Date: 30/05/2023

Commonwealth of Australia
STATUTORY DECLARATION
Statutory Declarations Act 1959

I ANDREW BUTLIN (Name)

of 12 HEATHPOOL ROAD, HEATHPOOL, SA, 5068 (Address)

COMMERCIAL MANAGER (Occupation)

make the following declaration under the *Statutory Declarations Act 1959*:

- (1) I am a director of Transcend Super Pty Ltd ("Superannuation Trustee") the trustee of the Transcend Super Fund ("Superannuation Fund").
- (2) The Superannuation Fund is a regulated superannuation fund within the meaning of the *Superannuation Industry (Supervision) Act, 1993 (Cth)* (SIS Act).
- (3) The Superannuation Fund complies with and will continue to comply with its obligations under the SIS Act.
- (4) The acquisition of 34 Capricorn Drive PACIFIC PINES Queensland 4211 (the "Property") is not a prohibited "related party transaction" within the meaning of the SIS Act.
- (5) The Superannuation Fund has the power to acquire real estate, borrow money, charge assets of the fund to secure repayment of that money, open and operate bank accounts in its name and provide indemnities.
- (6) The acquisition of the Property and the borrowing by the Superannuation Trustee are within the written investment strategy of the Superannuation Fund. Further, I have considered the Property investment and determined it is an appropriate investment for the Superannuation Fund.
- (7) The Superannuation Trustee has sourced the Property of its own volition and acknowledges that the Lender accepts no responsibility for the selection of the Property or its appropriateness within the strategy of the Superannuation Fund. If the Property has been referred through an adviser to the Superannuation Fund, I confirm that the Superannuation Trustee has undertaken appropriate due diligence of the Property.
- (8) The Superannuation Trustee confirms that it has conducted its own inquiries and is satisfied that there are no issues of conflict arising between its advisers (financial, legal, brokers) regarding their advice to the Superannuation Trustee and in respect of the Property acquisition (including any payments or commissions related to the acquisition).

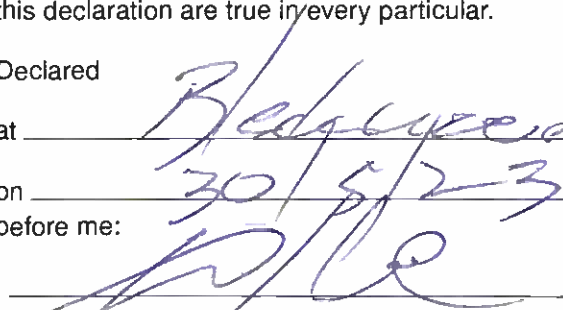
I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the Statutory Declarations Act 1959, and I believe that the statements in this declaration are true in every particular.

Declared

at

on

before me:


Signature of person before whom the declaration is made

DARREN PAUL KRUSE
A Commissioner for taking Affidavits
in the Supreme Court of the State of South Australia
Full name, qualification* and address of person before whom the declaration is made


Signature of person making the declaration

KRUSE LEGAL
20 Coromandel Parade
BLACKWOOD SA 5051
Ph: 08 8278 1779

* A list of persons qualified to witness this Statutory Declaration is attached

Attachment

The following persons may witness a statutory declaration made under the *Statutory Declarations Act, 1959* in accordance with regulation 4 of the *Statutory Declarations Regulations, 1993*.

- (1) a person who, under a law in force in a State or Territory, is currently licensed or registered to practise in an occupation listed in Schedule A;
- (2) a person who is enrolled on the role of the Supreme Court of a State or Territory, or the High Court of Australia, as a legal practitioner (however described); or
- (3) a person listed in Schedule B.

Schedule A

<i>Item</i>	<i>Occupation</i>
101	Chiropractor
102	Dentist
103	Legal practitioner
104	Medical practitioner
105	Nurse
106	Optometrist
107	Patent attorney
108	Pharmacist
109	Physiotherapist
110	Psychologist
111	Trade marks attorney
112	Veterinary surgeon

Schedule B

<i>Item</i>	<i>Person</i>
201	Agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public
202	Australian Consular Officer or Australian Diplomatic Officer (within the meaning of the <i>Consular Fees Act 1955</i>)
203	Bailiff
204	Bank officer with 5 or more continuous years of service
205	Building society officer with 5 or more years of continuous service
206	Chief executive officer of a Commonwealth court
207	Clerk of a court
208	Commissioner for Affidavits
209	Commissioner for Declarations
210	Credit union officer with 5 or more years of continuous service
211	Employee of the Australian Trade Commission who is: (a) in a country or place outside Australia; and (b) authorised under paragraph 3 (d) of the <i>Consular Fees Act 1955</i> ; and (c) exercising his or her function in that place
212	Employee of the Commonwealth who is: (a) in a country or place outside Australia; and (b) authorised under paragraph 3 (c) of the <i>Consular Fees Act 1955</i> ; and (c) exercising his or her function in that place
213	Fellow of the National Tax Accountants' Association
214	Finance company officer with 5 or more years of continuous service
215	Holder of a statutory office not specified in another item in this Schedule
216	Judge of a court
217	Justice of the Peace
218	Magistrate
219	Marriage celebrant registered under Subdivision C of Division 1 of Part IV of the <i>Marriage Act 1961</i>
220	Master of a court
221	Member of Chartered Secretaries Australia
222	Member of Engineers Australia, other than at the grade of student
223	Member of the Association of Taxation and Management Accountants
224	Member of the Australian Defence Force who is: (a) an officer; or (b) a non-commissioned officer within the meaning of the <i>Defence Force Discipline Act 1982</i> with 5 or more years of continuous service; or (c) a warrant officer within the meaning of that Act
225	Member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the National Institute of Accountants
226	Member of: (a) the Parliament of the Commonwealth; or (b) the Parliament of a State; or (c) a Territory legislature; or (d) a local government authority of a State or Territory
227	Minister of religion registered under Subdivision A of Division 1 of Part IV of the <i>Marriage Act 1961</i>
228	Notary public
229	Permanent employee of the Australian Postal Corporation with 5 or more years of continuous service who is employed in an office supplying postal services to the public
230	Permanent employee of: (a) the Commonwealth or a Commonwealth authority; or (b) a State or Territory or a State or Territory authority; or (c) a local government authority; with 5 or more years of continuous service who is not specified in another item in this Part
231	Person before whom a statutory declaration may be made under the law of the State or Territory in which the declaration is made
232	Police officer
233	Registrar, or Deputy Registrar, of a court
234	Senior Executive Service employee of: (a) the Commonwealth or a Commonwealth authority; or (b) a State or Territory or a State or Territory authority
235	Sheriff
236	Sheriff's officer
237	Teacher employed on a full-time basis at a school or tertiary education institution

**ASIC**

Australian Securities & Investments Commission

Forms Manager

Registered Agents

Company: TRANSCEND SUPER PTY LTD ACN 665 964 081

Company details

Date company registered 22-02-2023
 Company next review date 22-02-2024
 Company type Australian Proprietary Company
 Company status Registered
 Home unit company No
 Superannuation trustee company Yes
 Non profit company No

Registered office

UNIT 8 , 435-439 FULLARTON ROAD , HIGHGATE SA 5063

Principal place of business

12 HEATHPOOL ROAD , HEATHPOOL SA 5068

Officeholders

BUTLIN, ANDREW LAMONT

Born 09-08-1985 at ADELAIDE SA

12 HEATHPOOL ROAD , HEATHPOOL SA 5068

Office(s) held: Director, appointed 22-02-2023
 Secretary, appointed 22-02-2023

BUTLIN, STEFANIE

Born 18-03-1987 at ADELAIDE SA

12 HEATHPOOL ROAD , HEATHPOOL SA 5068

Office(s) held: Director, appointed 22-02-2023

Company share structure

Share class	Share description	Number issued	Total amount paid	Total amount unpaid
ORD	ORDINARY	180	180.00	0.00

Members

BUTLIN , ANDREW LAMONT 12 HEATHPOOL ROAD , HEATHPOOL SA 5068

Share class	Total number held	Fully paid	Beneficially held
ORD	90	Yes	Yes

BUTLIN , STEFANIE 12 HEATHPOOL ROAD , HEATHPOOL SA 5068

Share class	Total number held	Fully paid	Beneficially held
ORD	90	Yes	Yes

Document history

These are the documents most recently received by ASIC from this organisation.

Received	Number	FormDescription	Status
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22-02-2023 4EAC03029 201 APPLICATION FOR INCORPORATION (DIVN 1) Processed and imaged

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Trustee declaration

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

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



Who should complete this declaration?

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

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

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

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

You must also complete the declaration if you:

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

Understanding your obligations

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

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

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

Before completing this declaration

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

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

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

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

When completing this declaration

When you complete this declaration, remember to:

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

What should you do with the declaration?

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

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

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Published by

Australian Taxation Office
Canberra
June 2021

DE-35147



Self-managed super fund trustee declaration

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

Fund name

Transcend Super Fund

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

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

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

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

Sole purpose

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

Trustee duties

I understand that by law I must at all times:

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

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

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

Accepting contributions and paying benefits

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

Investment restrictions

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

- giving financial assistance using the resources of the fund to a member of the fund or a member's relative (financial assistance means any assistance that improves the financial position of a person directly or indirectly, including the provision of credit)
- acquiring assets (other than business real property, listed securities, certain in-house assets and acquisitions made under mergers, allowed by special determinations or acquisitions from the trustee or investment manager of another regulated super fund as a result of a breakdown of a relationship) for the fund from members or other related parties of the fund
- borrowing money (or maintaining an existing borrowing) on behalf of the fund except in certain limited circumstances (while limited recourse borrowing arrangements are permitted, they can be complex and particular conditions must be met to ensure that legal requirements are not breached)

- acquiring an in-house asset if the fund's in-house assets exceed 5% of the market value of the fund's total assets, or the in-house assets will exceed 5% of the market value of the fund's total assets by acquiring the asset (in-house assets are loans to, or investments in, related parties of the fund – including trusts – or assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party)
- entering into investments that are not made or maintained on an arm's length (commercial) basis (this ensures the purchase or sale price of the fund's assets and any earnings from those assets reflects their market value).

Administration

I understand that the trustees of the fund must:

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

DECLARATION

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

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

Trustee's or director's name

Andrew Lamont Butlin

Trustee's or director's signature



Date

Day: 08 / Month: 03 / Year: 2023

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

Stefanie Butlin

Witness' signature



Date

Day: 08 / Month: 03 / Year: 2023

Trustee declaration

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

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Who should complete this declaration?

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- an existing SMSF.

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

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

You must also complete the declaration if you:

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

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- understand all the information it contains.

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 - phone us on **13 10 20**.

When completing this declaration

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- sign and date it
- ensure it is signed and dated by a witness (anyone 18 years old or over).

What should you do with the declaration?

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

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Published by

Australian Taxation Office
Canberra
June 2021

DE-35147



Self-managed super fund trustee declaration

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

Fund name

Transcend Super Fund

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

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

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

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

Sole purpose

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

Trustee duties

I understand that by law I must at all times:

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

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

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- whether the trustees of the fund should hold insurance cover for one or more members of the fund.

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

Investment restrictions

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

- giving financial assistance using the resources of the fund to a member of the fund or a member's relative (financial assistance means any assistance that improves the financial position of a person directly or indirectly, including the provision of credit)
- acquiring assets (other than business real property, listed securities, certain in-house assets and acquisitions made under mergers, allowed by special determinations or acquisitions from the trustee or investment manager of another regulated super fund as a result of a breakdown of a relationship) for the fund from members or other related parties of the fund
- borrowing money (or maintaining an existing borrowing) on behalf of the fund except in certain limited circumstances (while limited recourse borrowing arrangements are permitted, they can be complex and particular conditions must be met to ensure that legal requirements are not breached)

- acquiring an in-house asset if the fund's in-house assets exceed 5% of the market value of the fund's total assets, or the in-house assets will exceed 5% of the market value of the fund's total assets by acquiring the asset (in-house assets are loans to, or investments in, related parties of the fund – including trusts – or assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party)
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 - all trustee declarations
 - copies of all reports given to members
 - documented decisions about storage of collectables and personal use assets
- ensure that the following are prepared and retained for at least five years
 - an annual statement of the financial position of the fund
 - an annual operating statement
 - copies of all annual returns lodged
 - accounts and statements that accurately record and explain the transactions and financial position of the fund including asset market valuation
 - copies of Transfer balance account reports lodged
 - copies of any other statements you are required to lodge with us or provide to other super funds
- appoint an approved SMSF auditor each year, no later than 45 days before the due date for lodgment of the fund's annual return and provide documents to the auditor as requested
- lodge the fund's annual return, completed in its entirety, by the due date
- review the independent audit report received from the approved SMSF auditor and take action as required
- notify the ATO within 28 days of any changes to the
 - membership of the fund, or trustees or directors of the corporate trustee
 - name of the fund
 - contact person and their contact details
 - postal address, registered address or address for service of notices for the fund
- notify the ATO in writing within 21 days if the fund becomes an Australian Prudential Regulation Authority (APRA) regulated fund.

DECLARATION

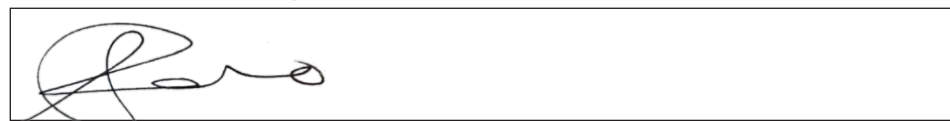
By signing this declaration I acknowledge that I understand my duties and responsibilities as a trustee or director of the corporate trustee of the self-managed superannuation fund named on this declaration (or if the fund's name changes, that name). I understand that:

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

Trustee's or director's name

Stefanie Butlin

Trustee's or director's signature



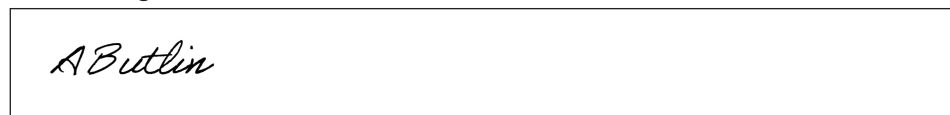
Date

Day: 08 / Month: 03 / Year: 2023

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

Andrew Butlin

Witness' signature



Date

Day: 08 / Month: 03 / Year: 2023

SUPERANNUATION FUND DEED

Transcend Super Fund

Transcend Super Pty Ltd

665 964 081
(Trustee)

EVAN RICHARDS & ASSOCIATES

Demystifying Law, Delivering Value

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Date

This deed is made on 22/02/2023

Parties

Name	Transcend Super Pty Ltd ('Trustee')
ACN	665 964 081
Address	Unit 8, 435-439 Fullarton Road Highgate SA 5063

Recitals

- A. The Trustee hereby establishes an indefinitely continuing complying superannuation fund (Fund) which is:
- a. A self-managed superannuation fund for the purposes of the Superannuation Industry (Supervision) Act 1993-,
 - b. A complying superannuation fund for the purposes of the Income Tax Assessment Act 1997,
 - c. A regulated superannuation fund for the purposes of the Superannuation Industry (Supervision) Act 1993;
 - d. An accumulation fund within the meaning of the Superannuation Industry (Supervision) Regulations 1994; and e. subject to the duties and powers under this Deed for the purpose of providing superannuation benefits for those persons who, being eligible for membership, become Members of the Fund and their Dependants.
- B. The Trustee agrees to act as Trustee of the Fund.

Now this deed witnesses that the Trustee hereby constitutes an indefinitely continuing superannuation fund known as the "Transcend Super Fund" vested in and controlled and administered by the Trustee upon the trusts of this Deed (which includes this preamble, the Recitals and all of the following Parts hereof) effective from the date hereof.

Operative Terms

1 Definitions

Term	Meaning
Account	an account established by the Trustee for the purpose of administering the Fund or calculating the Benefits payable in respect of a Member or for any other purpose under this Deed
Account-Based Pension	has the meaning given in sub-regulation 1.03(1) of the SIS Regulations
Allocated Pension	a Pension that complies with sub-regulation 1.06(4) of the SIS Regulations
Auditor	an approved auditor within the meaning of the Relevant Law being the auditor appointed by the Trustee from time to time to audit the Fund
Beneficiary	a person (including a Member or a former Member) beneficially entitled to a Benefit from the Fund
Benefit	the benefits payable or that may be payable to a Member or his Dependants or any other person under this Deed or the Relevant Law
Commencement Date	the date of this Deed
Deed	this Deed
Dependant	<ul style="list-style-type: none"> a) a Member's spouse and, where there is more than one person who fits that description, the person determined by the Trustee to be the Member's spouse; b) a Member's child including subject to the Relevant Law any person who is, in the Trustee's opinion, maintained as a child by the Member; c) any other person whom the Trustee considers to be substantially financially dependant on the Member at the relevant time; and d) any other person considered to be a dependant under the Relevant Law
Downsizer Contributions	contributions in accordance with section 292-102 of the <i>Income Tax Assessment Act 1997</i> (Cth)

Term	Meaning
Eligible Fund	a regulated superannuation fund, an approved deposit fund, an eligible rollover fund, a rollover annuity, or any other like fund or annuity which the acceptance of monies or assets from, or the payment or transfer of monies or assets to, would not, in the opinion of the Trustee, be in breach of the Relevant Law
Eligible Person	any person who is eligible to become a member of a self managed superannuation fund under the Relevant Law provided only that he or she is not in an employment relationship with a Member unless the person is a relative of that Member
Financial Year	<ul style="list-style-type: none"> a) the period from the Commencement Date to the following 30 June; b) the period from each subsequent 1 July to each following 30 June before the termination of the Fund; c) the period from the last 1 July before the termination of the Fund to the date of termination of the Fund; and d) such other period ending on such other date as the Trustee may from time to time determine
Fund	all of the assets from time to time held by the Trustee in the trusts established by this Deed
Member	a person who has been admitted to membership of the Fund and has not ceased membership of the Fund
Old-Age Pension	has the meaning given in section 10 of the SIS Act
Pension	has the meaning given in section 10 of the SIS Act
Pension Standards	<ul style="list-style-type: none"> a) for an Account-Based Pension, the standards in sub-regulation 1.06(9A) of the SIS Regulations; b) for an Allocated Pension, the standards in sub-regulation 1.06(4) of the SIS Regulations; c) for a Transition to Retirement Income Stream, the standards in the definition of that term in sub-regulation 6.01(2) of the SIS Regulations; and d) for any other Old-Age Pension, the relevant standards contained in the SIS Regulations
Regulator	has the meaning given in section 10 of the SIS Act

Term	Meaning
Relevant Law	<p>that legislation which must be complied with, or that the Trustee considers desirable to comply with, in order for the Fund to be a regulated and complying self managed superannuation fund or such other fund (whether by another name) that is entitled to concessional treatment for Taxation purposes. That legislation may include:</p> <ul style="list-style-type: none"> a) the SIS Act; b) the SIS Regulations not including SIS Regulation 6.17A(7); c) the <i>Superannuation (Financial Assistance Funding) Levy Act 1993</i> (Cth); d) the <i>Superannuation (Resolution of Complaints) Act 1993</i> (Cth); e) the <i>Superannuation (Rollover Benefits) Levy Act 1993</i> (Cth); f) the <i>Superannuation Entities (Taxation) Act 1987</i> (Cth); g) the <i>Superannuation Supervision Levy Act 1991</i> (Cth); h) the <i>Income Tax Assessment Act 1936</i> (Cth); i) the <i>Income Tax Assessment Act 1997</i> (Cth); and j) any other legislation, requirements, standards, guidelines, rulings or announcements
Review Date	the final day of each Financial Year and/or any other date the Trustee determines in its absolute discretion
SIS Act	the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)
SIS Regulations	the <i>Superannuation Industry (Supervision) Regulations 1994</i> (Cth)
Taxation	includes income tax (including capital gains tax, tax on eligible termination payments and tax on contributions), payroll tax, land tax, goods and services tax, stamp duty and any other taxes or duties
Transition to Retirement Income Stream	has the meaning given by sub-regulation 6.01(2) of the SIS Regulations
Trustee	the trustee(s) for the time being of the Fund

2 Rules of interpretation

- a) Any provision of this Deed must be read down to the extent necessary for this Deed to constitute a complying self managed superannuation fund and so as to comply with the requirements of the Superannuation Law. If that is not possible, it must be severed. All other provisions of this Deed are unaffected. Any obligation or requirement imposed by Superannuation Law in respect of the fund established by this Deed or which would be required to enable this Deed or any Member of the Fund to be eligible for any concessional tax treatment that is not expressed in this this deed is to be regarded as incorporated into this Deed by reference.
- b) A provision of this Deed will not be construed to the disadvantage of a party because that party was responsible for including that provision and/or that provision benefits that party.
- c) In this Deed unless the contrary intention appears:
 - (i) a person includes any other legal entity and vice versa;
 - (ii) the singular includes the plural and vice versa;
 - (iii) a gender includes all other genders;
 - (iv) where an expression is defined, its other grammatical forms have a corresponding meaning;
 - (v) a clause or annexure is a clause of or an annexure to this Deed;
 - (vi) a reference to a document is to that document as amended or varied;
 - (vii) any legislation includes any subordinate legislation and amendments;
 - (viii) conduct includes any act, omission, representation, statement or undertaking whether or not in writing;
 - (ix) 'writing', 'written' and 'in writing' include any mode of representing or reproducing words in a visible form; and
 - (x) 'including', or similar words, does not limit what else might be included.

Headings are for convenience and do not affect the interpretation of this Deed.

3 Relevant Law

3.1 Inconsistency

Any provision of this Deed that is inconsistent or conflicts with the Relevant Law or prevents the Trustee from complying with the Relevant Law must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this Deed but only to the extent necessary to avoid that effect. All other provisions of this Deed continue to be valid and enforceable.

3.2 Power to act in accordance with Relevant Law

The Trustee has the power to do all acts and things, or to omit to do such acts and things, as the Trustee considers necessary, desirable or expedient for the Fund to comply with the Relevant Law.

3.3 Deemed inclusion of Relevant Law

Notwithstanding any provision of this Deed, any clause or provision that must be included in this Deed from time to time in order for the Fund to comply with the Relevant Law is deemed to be included in this Deed as if every such provision was set out in this Deed, but only for so long as that deemed inclusion is necessary for the Fund to comply with the Relevant Law.

4 The Fund

4.1 Establishment

By this Deed the Trustee establishes the Transcend Super Fund.

4.2 Fund vested in Trustee

- (a) The Fund will be vested in the Trustee.
- (b) The Trustee will at all times hold, control and manage the Fund in accordance with the provisions of this Deed.
- (c) No Member will have any beneficial interest in the Fund or any asset of the Fund.

4.3 Purpose

Trustee must be a Constitutional Corporation or where the Trustee is not a Constitutional Corporation the primary purpose of the Fund shall be to provide old age pension and maintained solely for one or more of the purposes laid out in section 62 of the SIS Act.

5 Trustee

5.1 Number of Trustees

- (a) Where the Trustee consists of a constitutional corporation, there will only be one Trustee.
- (b) Where the Trustee consists of natural persons, there may be any number of Trustees subject to any minimum and maximum number prescribed by the Relevant Law.

5.2 Appointment and removal

- (a) Members may at any time by deed:
 - (i) remove any Trustee who is not a Member or a person acting as Trustee pursuant to **clauses 5.2(c) to 5.2(f)**;
 - (ii) appoint any person in that Trustee's place; and/or
 - (iii) appoint any person as an additional or replacement Trustee.
- (b) A Trustee will continue to hold office until the Trustee:
 - (i) resigns by notice to the Members;
 - (ii) if a natural person, dies;
 - (iii) if a natural person, becomes incapable of performing his duties as Trustee;

- (iv) if a company, becomes an externally administered body corporate (as defined in the *Corporations Act 2001* (Cth)) or has a provisional liquidator appointed;
 - (v) is removed from office by the Members pursuant to the provisions of this Deed or the Relevant Law; or
 - (vi) becomes a disqualified person under the Relevant Law.
- (c) Subject to any restrictions imposed by the Relevant Law, if a Member dies:
- (i) the deceased Member's legal personal representative may act as a Trustee in place of the deceased Member for so long as the Relevant Law allows; and
 - (ii) for the purpose of this **clause 5.2(c)** the 'legal personal representative' of a deceased Member includes the executor named in the Will of the deceased Member whether or not a grant of Probate has been issued or will be sought in relation to the deceased Member's estate.
- (d) If a Member is under a legal disability, that Member's legal personal representative may act as Trustee in his place.
- (e) If a Member is under a legal disability because of age, and the Member does not have a legal personal representative, the Member's parent or guardian may act as Trustee on behalf of the Member.
- (f) A Trustee may, by enduring power of attorney, appoint another person to act as Trustee in his place.
- (g) Where the Trustee consists of a constitutional corporation, the Members will do all things necessary to ensure that the appointment and removal of directors of the Trustee is governed in a manner substantially similar to **clauses 5.2(c) to 5.2(f)**.
- (h) Section 14(2)(c) of the *Trustee Act 1936* (SA) does not apply to this Deed.

5.3 Trustee meetings

- (a) Any Trustee may at any time convene a Trustees' meeting by notice to the other Trustees.
- (b) The Trustee that convenes the Trustees' meeting will be the chairman of the meeting unless all of the Trustees agree otherwise.
- (c) A Trustees' meeting may be held by any technological means by which the Trustees are able simultaneously to hear each other and to participate in discussion.
- (d) Subject to the provisions of this Deed, the Trustees may meet together, adjourn and regulate their meetings as they think fit.
- (e) A quorum for a meeting of Trustees is two Trustees unless there is only one Trustee, when a quorum is that Trustee.

5.4 Decisions of Trustees

- (a) Each Trustee has one vote and questions arising at a Trustees' meeting will be decided by a majority of the Trustees present and voting.
- (b) If there are an equal number of votes for and against a resolution the chairman of the Trustees' meeting will have the casting vote.

5.5 Minutes

- (a) The Trustees must record their decisions in written minutes, signed by the chairman of the Trustees' meeting.
- (b) Signed minutes are sufficient evidence of decisions and proceedings at meetings unless proved incorrect.

5.6 Written resolutions

A resolution in writing signed by all of the Trustees (or if the Trustee is a constitutional corporation, a resolution signed by all of the directors of the Trustee) will:

- (a) have the same effect and validity as a resolution of all the Trustees present and voting at a Trustees' meeting; and
- (b) be deemed to have been passed on the day on which the document was last signed by a Trustee (or if the Trustee is a constitutional corporation, by a director), notwithstanding that the written resolution may have been signed in two or more counterparts and may be in the form of a copy, telex, or facsimile transmission.

5.7 Conflict of interest

- (a) A Trustee and any firm, body or entity in which a Trustee has a direct or indirect interest may subject to the Relevant Law in any capacity:
 - (i) enter into any contracts or arrangement with the Fund;
 - (ii) be appointed to and hold any office or place of profit under the Trustees, other than the office of Auditor; and
 - (iii) act in a professional capacity, other than as the Auditor, for the Fund,

and may receive and retain for his own benefit any remuneration, profits or benefits as if he was not a Trustee.

- (b) Every Trustee must disclose his interest to the other Trustees.
- (c) The failure by a Trustee to make disclosure under this clause 5.7 does not render void or voidable a contract or arrangement in which the Trustee has a direct or indirect interest.
- (d) A Trustee may vote in respect of a contract or arrangement or any other matter in which the Trustee has a direct or indirect interest.

5.8 Validity of acts of Trustees

The acts of the Trustee will remain valid notwithstanding that it is subsequently discovered that there was a defect in the appointment of a person as a Trustee or a person appointed as a Trustee was a disqualified person for the purposes of the Relevant Law.

5.9 Constitution

The Trustee must, if a constitutional corporation, ensure that its Constitution is consistent with any applicable requirements of the Relevant Law.

6 Trustee's duties

The Trustee (and if the Trustee is a constitutional corporation, the directors of the Trustee) must:

- (a) act honestly in all the Trustee's dealings with the Fund;
- (b) exercise the same degree of care, skill and diligence as an ordinary prudent person would exercise in dealing with property of another person for whom the person felt morally bound to provide;
- (c) ensure that the Trustee's duties and powers in respect of the Fund are performed and exercised in the best interests of Members;
- (d) keep the money and other assets of the Fund separate from any money and assets of the Trustee; and
- (e) not enter into any contract or do anything else that would prevent the Trustee from, or hinder the Trustee in, properly performing or exercising the Trustee's functions and powers in respect of the Fund.
- (f) formulate, review regularly and give effect to an investment strategy as set out in clause 13.1;
- (g) consider and review regularly the insurance needs and preferences of each Member of the Fund;
- (h) if there are any reserves of the fund- formulate, review regularly and give effect to a strategy for their prudential management consistent with the Investment Strategy of the Fund; and
- (i) provide each beneficiary of the fund access to any prescribed information or any prescribed documents.

7 Trustee's powers

7.1 All powers

The Trustee will have power to do everything necessary or desirable to manage, administer and deal with the Fund and all proceedings, matters and things connected with the Fund in an efficient and economical manner and so as to comply with the Relevant Law, including:

- (a) entering into and executing all contracts, deeds and documents and doing all such matters and things as it considers expedient for the purpose of carrying out the trusts, authorities, powers and discretions conferred upon the Trustee by this Deed;
- (b) giving such undertakings and incurring all such obligations relating to the Fund as the Trustee thinks fit;
- (c) instituting, conducting, defending or abandoning, settling, compromising or submitting to arbitration any claim, proceedings, matter or thing relating to the Fund or to the rights of Members or other persons claiming to be entitled to be paid a benefit from the Fund;

- (d) borrowing or lending money and securing the repayment of that money in any manner including by charge or mortgage over real property or personal property and upon any terms, with or without security which the Trustee may consider advisable;
- (e) insuring or re-insuring any risks, contingencies or liabilities of the Fund;
- (f) paying out of the Fund all expenses of and incidental to the management and administration of the Fund, including the fees of any advisers or agents and the remuneration of persons appointed pursuant to this Deed;
- (g) giving receipts and releases or discharges of any other kind in relation to any debts owed to the Fund;
- (h) purchasing and selling real or personal property at the complete discretion of the Trustee subject only to the Investment Strategy; and
- (i) indemnifying or undertaking to indemnify any person in respect of any claim, matter or thing relating to the Fund or to the rights of Members or other persons entitled in respect of the Fund.

7.2 Absolute discretion

- (a) The Trustee, in the exercise of the authorities, powers and discretions given to it under this Deed, has an absolute and unfettered discretion and may from time to time exercise or enforce all or any of such powers, authorities and discretions, and will have power generally to do all such things as the Trustee in its absolute discretion considers appropriate in the administration of the Fund and the performance of its obligations under this Deed.
- (b) Subject to the Relevant Law the Trustee may also in its absolute discretion waive any requirement of this Deed in respect of any Member.

7.3 Delegation

The Trustee may delegate and vary or remove any delegation to any person, on such terms as the Trustee may think fit, any of the authorities, powers and discretions conferred upon the Trustee by this Deed or the Relevant Law.

7.4 Remuneration

- (a) The Trustee will not receive any salary or remuneration from the Fund in respect of its services as Trustee.
- (b) Subject to the Relevant Law, nothing in this Deed will preclude any firm, corporation or partnership of which the Trustee or any of its directors is a partner, director, shareholder, related body corporate (as defined in the *Corporations Act 2001* (Cth)) or employee from being paid out of the Fund any proper fees or remuneration for professional or other services rendered by such firm, corporation or partnership in connection with the Fund.

7.5 Confidentiality

The Trustee will regard as strictly confidential so far as practicable all information disclosed to or gained by it in the course of administering the Fund or otherwise in connection with this Deed, or anything relating or incidental to it. Subject to the Relevant Law no dependant or other person not a Member shall be entitled to any information concerning the operations or conduct of the Fund or of the Trustee as Trustee unless the Trustee determines it is appropriate to disclose that information to that person.

7.6 Dependants and other beneficiaries

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

7.7 Indemnity

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

7.8 Release

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

7.9 Limited indemnity and release

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

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

7.10 Trustee's lien

The Trustee will have, to the extent permitted by law, a lien on and over the assets of the Fund for the purpose of satisfying the indemnities given to the Trustee under this Deed and the Relevant Law.

8 Membership

8.1 Admission

The Trustee may in its absolute discretion admit any Eligible Person who has lodged with the Trustee an application for membership, in such form as the Trustee may require, to membership of the Fund provided only that the number of Members as a result of that admission would not be greater than that permitted for a Self Managed Superannuation Fund and that the number of trustees shall not be greater than the maximum allowed in the Jurisdiction.

8.2 Timing

Membership of the Fund shall commence:

- (a) for the initial Members on the date hereof;
- (b) for future Members on and from the date determined by the Trustee or if non is determined the date on which that person or his or her legal personal representative becomes a Trustee hereof or a director of the Trustee.

8.3 Bound by this Deed

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

8.4 Variation of membership terms

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

8.5 Information to new Members

The Trustee must, as soon as practicable after the admission of a Member, give to that Member any information required by the Relevant Law.

8.6 Trustee's requirements

A Member must provide such information including a tax file number and documents, submit to such medical examinations, and generally do such things as the Trustee deems necessary in order for the Trustee to satisfy itself that such person is entitled to a Benefit from the Fund.

8.7 Cessation

A Member ceases to be a Member if:

- (a) the Member dies; or
- (b) all Benefits payable to the Member under the Fund have been:
 - (i) transferred to another fund pursuant to clause 10; or
 - (ii) paid to the Member pursuant to clause 14.

9 Contributions to the Fund

9.1 Employer contributions

Subject to clause 9.4, the Trustee will accept such contributions to the Fund from a Member's employer as may be agreed from time to time between the Trustee, the Member and the employer.

9.2 Member contributions

Subject to clause 9.4, the Trustee will accept such contributions to the Fund as a Member may wish to make from time to time including Downsizer Contributions.

9.3 Manner and timing of contributions

The Trustee may determine the manner and timing of contributions to be accepted from a Member or a Member's employer.

9.4 Contributions

The Trustee:

- (a) may accept contributions from any person in respect of a Member to the extent permitted by the Relevant Law;

- (b) must not accept any contribution if, in the opinion of the Trustee, the acceptance of the contribution would be in breach of the Relevant Law; and
- (c) must not accept a contribution or shortfall components which the Regulator lawfully directs the Trustee not to accept; and
- (d) may refuse to accept such contributions as the Trustee deems appropriate.

9.5 Form of contributions

- (a) Contributions may be made either in cash or by transfer to the Trustee of an asset in specie or by any other means authorised by the Relevant Law.
- (b) If a contribution is made by the transfer of an asset to the Trustee:
 - (i) the amount of the transfer will be the market value of that asset determined by the Trustee at the time of its transfer; and
 - (ii) the other terms and conditions of the transfer will be as determined by the Trustee.

9.6 Allocation

All contributions accepted by the Trustee must be allocated to a members account within 28 days after the end of the months or receipt or such other period as may be allowed under the Relevant Law.

9.7 Inadvertent Breach

- (a) If the Trustee becomes aware that a Contribution or other amount has been accepted which is not in accordance with the Relevant Law the Trustee must use all reasonable endeavours to refund the amount to any extent required by the Relevant Law; and
- (b) the Trustee shall be entitled to reduce the benefits of the member concerned by the amount of the contribution or shortfall component.

10 Transfers to and from other funds

10.1 Transfers to other funds

- (a) If requested by a Member, the Trustee may pay or transfer all or part of the Member's Benefits to an Eligible Fund, provided that the payment or transfer is not in breach of the Relevant Law.
- (b) If a Member ('Requesting Member') makes a request ('Transfer Request') pursuant to clause 10.1(a) of this Deed, the Trustee must resolve within one month whether or not to accept the Transfer Request.
- (c) If the Trustee does not accept the Transfer Request, the Requesting Member may, by one month's notice to each of the other Members, call a meeting of the Members to reconsider the Transfer Request.
- (d) A quorum for a Members' meeting will be two Members unless there is only one Member, when a quorum is that Member.

- (e) The chairman of the meeting will be the Requesting Member unless all of the members agree otherwise.
- (f) Any Member may appoint a proxy to vote on that Member's behalf.
- (g) If there are an equal number of votes in favour of and against accepting the Transfer Request, the chairman will have the casting vote.
- (h) If a majority of votes at the meeting of members are in favour of accepting the Transfer Request, the Requesting Member must notify the Trustee ('Notice') of that decision within one month.
- (i) The Members' decision in relation to a Transfer Request is binding on the Trustee.
- (j) The Trustee must pass all resolutions and do all acts necessary to give effect to the Transfer Request within one month of receiving the Notice unless the Requesting Member agrees otherwise.

10.2 Transfer by Trustee

The Trustee may of its own initiative pay or transfer the whole or part of a Member's Benefits to an Eligible Fund in such circumstances as may be permitted or required by the Relevant Law, whether or not the Member has requested or consented to such payment or transfer.

10.3 Benefits cease

The payment or transfer of a Member's Benefits to an Eligible Fund satisfies the Member's entitlement to those Benefits to the extent of the amount so paid or transferred. The receipt of such an amount by the Trustee of the other Eligible Fund completely discharges the Trustee for any liability in respect of that amount. The Trustee will have no responsibility to see to the application of that amount.

10.4 Transfers from other funds

If a Member requests, the Trustee may accept the transfer of money or assets from an Eligible Fund. The Trustee will credit the Member's Accounts in the manner agreed between the Trustee and the Member with the money or assets so received.

11 Investment portfolios

11.1 Selection of investment portfolios

- (a) Subject to the Relevant Law, the Trustee may allow a Member to select the investments for that Member's investment portfolio and the proportions of those investments.
- (b) The Trustee may restrict or impose conditions on that selection.

11.2 No selection

If a Member does not select an investment portfolio, the Trustee must invest the balance of that Member's Account in accordance with this Deed.

11.3 Variation or redemption

- (a) A Member may request the Trustee to vary or redeem any part of that Member's investment portfolio, as allowed by the Relevant Law.

- (b) The Trustee may (whether or not it is requested to do so) vary or redeem any part of an investment portfolio.

11.4 Delay or refusal

- (a) The Trustee may:
 - (i) delay in establishing, varying or redeeming any part of an investment portfolio; or
 - (ii) refuse to establish, vary or redeem any part of an investment portfolio.
- (b) If the Trustee delays in establishing, or refuses to establish, any part of an investment portfolio the Trustee must invest the balance of the Member's Account in accordance with this Deed.

11.5 Trustee may cease investment portfolio

- (a) The Trustee may cease any Member's investment portfolio. The Trustee must notify that Member that it has ceased its investment portfolio.
- (b) If the Trustee ceases a Member's investment portfolio the Trustee must invest the balance of that Member's Account in accordance with this Deed.

11.6 No liability

The Trustee is not liable to compensate a Member for any loss incurred in exercising or not exercising any of its powers under this clause 11.

11.7 No separate trust funds.

Investment portfolios are not separate trust funds.

12 Fund Accounts

12.1 Fund Accounts

The Trustee will keep such Accounts and reserves as the Trustee considers appropriate for the purpose of administering the Fund and calculating the Benefits payable to each Member.

12.2 Member Accounts

The Trustee must keep separate Accounts for each Member and, if desirable, keep in respect of each Member such separate Accounts as the Trustee considers necessary or desirable for any one or more of the following purposes:

- (a) differentiating between contributions made by the Member and contributions made for the benefit of the Member by an employer or any other person;
- (b) differentiating between the Member's preserved and non-preserved benefits;
- (c) calculating the Member's minimum benefits within the meaning of the Relevant Law;
- (d) identifying those monies and assets which are funding the Member's retirement benefits;
- (e) enabling the Member to have more than one pension; and
- (f) such other purpose as the Trustee considers appropriate.

12.3 Crediting Member's Accounts

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

- (a) contributions received from the Member or any other person in respect of the Member;
- (b) any amounts transferred to or from an Eligible Fund;
- (c) if the Relevant Law permits, any amount transferred from or to the Member to or from the account of a spouse (as defined by section 10 of the SIS Act) either in this Fund or an Eligible Fund;
- (d) the income of the Fund at a rate determined by the Trustee pursuant to clause 13.5;
- (e) any Taxation, costs, expenses or liabilities in relation to the contributions received in respect of the Member including excess contributions tax;
- (f) any Taxation, costs, expenses or liabilities of the Fund that the Trustee considers appropriate;
- (g) any premiums and other expenses of any insurance policies in respect of the Member;
- (h) such proceeds, bonuses or rebates under any insurance policies as the Trustee determines; and
- (i) any other amounts that the Trustee considers appropriate.

12.4 Investment fluctuation Account

The Trustee may establish such Accounts for the purposes of smoothing any fluctuations in the value and earnings of investments of the Fund and for such other purposes as the Trustee may consider appropriate.

12.5 Reserves

The Trustee may establish reserves for the purposes of making provision for any existing or prospective liability for Taxation or any other liability or for any other purpose the Trustee considers appropriate in the course of administration of the Fund, including reserves for:

- (a) assets set aside to fund the pension of a Member;
- (b) forfeited Benefits;
- (c) contributions made on account of a specific group of Members;
- (d) earnings not allocated to Members' Accounts;
- (e) any proceeds, bonuses or rebates under an insurance policy not allocated to Member's Accounts; and
- (f) any amount left in a Member's Account after all benefits have been paid to the Member.

13 Investments

13.1 Strategy

The Trustee must formulate and give effect to an investment strategy that has regard to:

- (a) the risk involved in making, holding and realising, and the likely return from, the Fund's investments having regard to the Fund's objectives and cash flow requirements;
- (b) the composition of the Fund's investments as a whole, including the extent to which the investments are diverse or involve the Fund being exposed to risks from inadequate diversification;
- (c) the liquidity of the Fund's investments having regard to its expected cash flow requirements;
- (d) the ability of the Fund to discharge its existing and prospective liability; and
- (e) all other circumstances of the Fund and any other factor or matter the Trustee considers appropriate to have regard to.

The Trustee must notify Members of the investment strategy if required by the Relevant Law.

13.2 Authorised investments

The Trustee may invest all or so much of the moneys forming part of the Fund from time to time as is not required immediately for the payment of Benefits or other amounts authorised by this Deed in any investment whatsoever which the Trustee considers appropriate in accordance with the investment strategy and which is authorised by the Relevant Law. The Trustee may invest in instalment warrants including arrangements described in section 67A of the SIS Act and for this purpose may appoint a custodian.

13.3 Power to sell and vary investments

The Trustee will have power as it sees fit to sell any investments and to vary and transpose any investments into other investments authorised by this Deed.

13.4 Investment income

- (a) The Trustee must at the Review Date:
 - (i) value all of the assets of the Fund at market value; and
 - (ii) determine all the net income and net capital gains of the Fund in respect of the period since the last Review Date, whether realised or unrealised, and after deducting any capital losses and such allowance for expenses and Taxation as the Trustee considers appropriate.
- (b) If, within 30 days of a Review Date, the Trustees have not determined the value of an asset, any Trustee or any director of a corporate Trustee may request the Trustee to fix the value of the asset pursuant to **clause 13.4(c) to 13.4(g)**.
- (c) As soon as practicable after receipt of a request pursuant to **clause 13.4(b)**, the Trustee must appoint a valuer ('Valuer') to fix the value of the asset. The Valuer must:
 - (i) be suitably qualified to carry out a valuation of the nature and dimension required;
 - (ii) have evidenced his ability to produce credible work;

- (iii) have at least five years experience in the valuation and analysis of assets similar to the asset;
 - (iv) have an extensive knowledge of discounted cash flow analysis;
 - (v) have the ability to meet time requirements; and
 - (vi) have no pecuniary interest that could reasonably be regarded as being capable of affecting his ability to give an unbiased opinion.
- (d) The Valuer will receive written and verbal submissions from the Trustees or the directors of the Trustee within the time appointed by the Valuer. The Valuer will give reasonable consideration to such submissions before making a determination.
- (e) The asset value will be that sum which in the Valuer's opinion is the fair market value of the asset at the Review Date:
 - (i) assuming a willing buyer and a willing seller;
 - (ii) assuming a reasonable period within which to negotiate the sale taking into account the nature of asset and the state of the market;
 - (iii) assuming the asset will be freely exposed to the market with reasonable publicity; and
 - (iv) on the basis that no account is taken of the interest of a special buyer.
- (f) The Valuer will act as an expert and not as an arbitrator. The Valuer's decision as to the value of the asset will be final.
- (g) The Trustee will pay the Valuer's costs of determining the value of the asset from the Fund.

13.5 Fund earning rate

At each Review Date, the Trustee must also determine the rate at which the income of the Fund is to be credited or debited to Member Accounts, any investment fluctuation account and other Accounts and reserves established by the Trustee, having regard to the following considerations:

- (a) whether the Member has established an investment portfolio;
- (b) the amount of income for the Financial Year ending on the relevant Review Date;
- (c) the amount of income expected for the subsequent Financial Year;
- (d) the amount of income credited to the Member's Accounts in previous Financial Years;
- (e) the amount of Taxation, costs and other liabilities of the Fund;
- (f) the investment strategy of the Fund; and
- (g) such other matters as the Trustee considers relevant.

13.6 Interim Fund earning rate

The Trustee may from time to time during a Financial Year determine an interim rate at which the income of the Fund is to be credited or debited to a Member's Accounts for the purpose of calculating the Member's Benefits in accordance with the Relevant Law.

14 Benefits

14.1 When payable

- (a) A Member's Benefit becomes payable if:
 - (i) the Member retires in the circumstances prescribed by the Relevant Law for the release of preserved and non-preserved Benefits;
 - (ii) the Member retires on the ground of permanent incapacity (within the meaning under the Relevant Law);
 - (iii) the Member requests payment and the Relevant Law allows that payment;
 - (iv) the Member dies; or
 - (v) the Member becomes temporarily incapacitated as set out in the Relevant Law; or
 - (vi) such other event occurs that requires the Benefit to be paid pursuant to the Relevant Law.
- (b) If a benefit becomes payable to a Member under clause 14.1 the Member may request that the Trustee retain all or part of the Member's Benefit in the Fund. The Trustee may accept the Member's request on any terms and conditions it wishes to impose but must commence to pay a Benefit to a Member when required by the Relevant Law.

14.2 Method of payment

Subject to clause 14.3, a Benefit may be paid:

- (a) in a lump sum;
- (b) by way of Pension or annuity;
- (c) by transfer of an asset of the Fund;
- (d) in such other manner as permitted by the Relevant Law; or
- (e) any combination of the above.

14.3 Pension

- (a) If the Trustee is not a constitutional corporation any Benefit payable under this Deed must be paid in the form of a Pension or in any other form that complies with the Relevant Law.
- (b) At the written request of a Member receiving a Pension or a Member who will be receiving a Pension in the future, the Trustee may commute all or part of the Pension to a lump sum.
- (c) If a Member has or is likely to exceed his or her transfer balance cap or the Trustee has received a transfer determination in respect of the member then the Trustee, in consultation with the Member, will determine which of the Member's pension accounts is to be commuted in whole or in part.

14.4 Pension rules

- (a) Subject to the SIS Regulations, the Trustee must pay a Pension Benefit to a Beneficiary in the form of:
 - (i) an Allocated Pension;

- (ii) an Account-Based Pension;
 - (iii) a Transition to Retirement Income Stream;
 - (iv) a Pension wholly determined by reference to policies of life assurance purchased or obtained by the Trustee solely to provide Pension Benefits to Members; or
 - (v) such other form of Old-Age Pension as is permitted by the SIS Regulations.
- (b) The Trustee and the Beneficiary may agree which form of Pension is to be paid.
 - (c) A Pension Benefit is subject to, and must be paid in accordance with, the relevant Pension Standards.
 - (d) The Trustee may alter the amount or frequency of a Beneficiary's Pension as permitted by the relevant Pension Standards.

14.5 Death Benefits

14.5.1 General

If a Member dies, the Trustee must pay the Member's Benefit:

- (a) in accordance with the Member's binding death benefit nomination (if any) made under **clause 14.5(a)** unless the Trustee has rejected the binding death nomination pursuant to **clause 14.5(a)(i)**;
- (b) if that Member did not have a binding death benefit nomination, to one or more of that Member's Dependants or legal personal representatives in the manner, at the times, by such instalments and in such proportions determined by the Trustee in its absolute discretion, taking into consideration the Member's non-binding death benefit nomination (if any) made under **clause 14.5.2**; or
- (c) if the Trustee is, after reasonable enquiry, unable to locate any Dependants or legal personal representatives of the Member, in accordance with **clause 15**.

14.5.2 Non-binding death benefit nomination

- (a) A Member may make a non-binding death benefit nomination by notifying the Trustee of a manner in which the Member would prefer his benefit to be distributed upon his death between his Dependants and/or legal personal representative.
- (b) The Trustee may require a Member to complete a new non-binding death benefit nomination at any time.
- (c) A non-binding death benefit nomination is or becomes invalid if:
 - (i) the Relevant Law does not permit the Trustee to follow it;
 - (ii) the Member completes a later non-binding death benefit nomination; or
 - (iii) the Member makes a binding death benefit nomination under **clause 14.5.3**

14.5.3 Binding death benefit nomination

- (a) A Member may make a binding death benefit nomination by notifying the Trustee in a form binding upon the Trustee in accordance with the Relevant Law of the manner in which the Member's benefits are to be distributed upon his or her death between his or her Dependants and/or legal personal representative.

- (i) A binding death benefit nomination can apply for a defined period of time or can apply indefinitely ('Non Lapsing Nomination').
 - (ii) A Non Lapsing Nomination must express to be binding until such time as it has been replaced by a subsequent valid binding death benefit nomination or until such time as the Member shall enter into a reversionary pension arrangement in which case the Nomination is replaced to the extent the benefits held for that Member are subject to the Reversionary Pension.
 - (iii) If a Member is or is deemed to be under a legal disability any binding death benefit nomination they have previously made can be renewed by the duly appointed Attorney of the Member.
 - (iv) Except as provided for in this clause 14.5.3 no binding death benefit nomination can be revoked or altered except by the execution of a subsequent valid binding death benefit nomination by the Member.
- (b) The Trustee may reject a binding death benefit nomination on any grounds provided the Trustee notifies the Member of the rejection within 10 days of the Trustee receiving the binding death benefit nomination. If the Trustee rejects a binding death benefit nomination then:
- (i) the Trustee is not bound to pay a Member's Benefits in accordance with that binding death benefit nomination; and
 - (ii) the Member may make another binding death benefit nomination.

14.5.4 Method of Payment

Subject to the Relevant Law, a Death Benefit payable under this clause 14.5 may be paid:

- (a) in a lump sum;
- (b) by way of a pension or annuity;
- (c) by transfer of an asset of the Fund;
- (d) in such other manner as permitted by the Relevant Law; or
- (e) by any combination of the above.

The Trustee is discharged from all liability on the payment of a benefit in accordance with this clause 14.5 and is not responsible for seeing how the benefit is applied.

14.6 Conditions

The payment of any Benefit under this Deed is subject to the Trustee receiving such information or documents or evidence as the Trustee considers necessary, and the person to whom the Benefit is to be paid executing such documents and doing such things as the Trustee considers necessary.

14.7 Taxation on Benefits

The Trustee may deduct from any Benefit payable any Taxation that is payable or that the Trustee considers to be payable.

14.8 Suspension of Benefit

The Trustee may suspend, alter or withhold any Benefit in respect of a Member who fails to provide any information (or if any information provided is incorrect, misleading or deliberately withheld) or who otherwise fails to comply with the provisions of this Deed or the requirements of the Relevant Law.

14.9 Transfer of assets

If a Benefit is paid by the transfer of an asset of the Fund, the market value of the asset will be determined by the Trustee in its absolute discretion as at the date of transfer. That amount will be deducted from the Member's Benefit and the Trustee shall not be bound to see to the application of that amount.

14.10 Preserved Benefits

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

15 Impact of the Family Law Act

15.1 Payment Splits

In the event that an interest of a Member in the Fund becomes subject to a Payment Split the Trustee must notify the Member and the Non-Member Spouse in relation to that Payment Split in accordance with the Superannuation Law (being at the date hereof Regulations 2.36C and 7A.03).

The Trustee must comply with the requirements of, and is empowered to do the acts matters and things provided for in, Part 7A of the SIS Regulations including in relation to the payment to the Non-Member Spouse in respect of his or her interest in or rights in, the interest or Benefits the subject of the Payment Split and the creation of an interest in the Fund for the Non-Member Spouse or a Transfer or Roll-Over for the benefit of the Non-Member Spouse.

Subject to the Relevant Law the Trustee may refuse to admit a Non-Member Spouse as a member of the Fund.

15.2 Payment Flags

The Trustee must not provide a benefit where prohibited by law, including without limitation:

- (a) where a payment flag (within the meaning given in Part VIII B of the Family Law Act 1975) applies to that Member or that Member's Benefit; and
- (b) where a flagging order (within the meaning given in Part VIII B of the Family Law Act 1975) applies to that Member or that Member's Benefit.

16 Costs and expenses and Taxation

16.1 Costs and expenses

- (a) Except as otherwise expressly provided in this Deed, all costs, charges and expenses incurred in connection with the preparation, establishment, maintenance, administration, operation or winding up of the Fund will be borne by the Fund and paid by the Trustee out of the assets of the Fund.

- (b) The Trustee may debit Member Accounts, reserves and any other Accounts in such manner as it considers appropriate to reflect the payment of, or the making of, any provision for any such costs, charges and expenses.

16.2 Taxation

The Trustee will not be liable to account to any Member or any other person for any payments made by the Trustee in good faith to:

- (a) the Commonwealth of Australia or any State or Territory, or any other country or part of a country for Taxation or any other charges upon the Fund; or
- (b) on account of the retention of any moneys or assets in the Fund to meet any prospective liability on the part of the Trustee in relation to the Fund to such fiscal authority, notwithstanding that any such payment or provision need not have been made.

17 Records

17.1 Records and accounts to be kept

The Trustee must:

- (a) keep full and comprehensive minutes of all Trustee meetings and resolutions;
- (b) keep account of all moneys received for, and disbursed from, the Fund and of all dealings in connection with the Fund;
- (c) collect and pay promptly into a bank or other Account of the Fund all moneys from time to time due to the Fund;
- (d) keep appropriate records, books and accounts, having regard to the requirements of the Relevant Law and make suitable arrangements for custody of documents relating to the investments of the Fund; and
- (e) prepare accounts and statements in relation to the Fund as at the end of the Financial Year in accordance with the Relevant Law.

17.2 Audit

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

17.3 Disclosure

The Trustee must provide to Members such documents and information as the Relevant Law requires the Trustee to provide.

18 Termination of the Fund

18.1 Termination

The Fund will terminate on such date as the Trustee determines in the following circumstances:

- (a) if it appears to the Trustee that the Fund is unable to pay its debts as and when they become due and payable and the Trustee resolves to terminate the Fund;

- (b) if for any reason the Trustee thinks it is appropriate to and does resolve to terminate the Fund;
- (c) if there are no Members in the Fund and the Trustee resolves to terminate the Fund; or
- (d) if the Members, by unanimous resolution, ask the Trustee to terminate the Fund.

18.2 Application of assets

The Trustee must, subject to the Relevant Law, apply the assets of the Fund in the following priority:

- (a) towards the costs of administering and winding up the Fund;
- (b) in paying or transferring Members' Benefits in accordance with this Deed; and
- (c) any balance to Members, Dependents, former Members, deceased Members or legal personal representatives, in such proportions as the Trustee in his discretion determines is appropriate, and the receipt by any such person is in full discharge of any claims in respect of the Fund.

19 Amendments

19.1 By deed

The Trustee may at any time, and from time to time, by deed or resolution add to, amend, alter, modify, vary or delete any provision of this Deed with immediate, prospective or retrospective effect to such extent as the Relevant Law permits.

19.2 Notice to Members

The Trustee must promptly give the Members notice of any such amendment if required pursuant to the Relevant Law to do so.

19.3 Binding Death Nomination

No amendment, variation or alteration shall alter or vary the effect of any binding death benefit nomination previously accepted by the Trustee or any pension arrangement in place at the date of the amendment.

20 Other acts

Each party must, at its expense, promptly do all things reasonably necessary to give full effect to this Deed.

21 Costs

The Trustee must pay the costs (including stamp duty) payable in respect of this Deed.

22 Consents, requests and notices

- (a) A consent, request or notice must be in writing and executed by the person giving it or their agent. It may be given:
 - (i) by pre-paid post to the address notified to all parties;

- (ii) by facsimile transmission to the facsimile number notified to the other parties; or
 - (iii) by any other means allowed by law.
- (b) A consent, notice or request, if validly given, is deemed to have been received:
- (i) on the third business day after posting;
 - (ii) on the next business day after transmission by facsimile; or
 - (iii) at any other time allowed by law.

23 Governing law

The laws in South Australia govern this Deed. The parties submit to the jurisdiction of the Courts of South Australia and the Federal Court of Australia.

24 Dealing with rights and obligations granted by this Deed

The rights and obligations under this Deed:

- (a) are personal and cannot be assigned or charged without the prior consent of all parties;
- (b) cannot be waived except by express notice specifying the waiver;
- (c) are in addition to and do not effect any other rights that party may have; and
- (d) will not merge with any act done to complete or perform this Deed.

25 Parties

- (a) A party includes the party's successors and permitted assigns.
- (b) An agreement, representation, or warranty:
 - (i) (on the part of two or more persons binds them jointly and severally; and
 - (ii) in favour of two or more persons is for the benefit of them jointly and severally.

26 Time

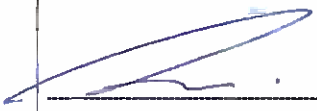
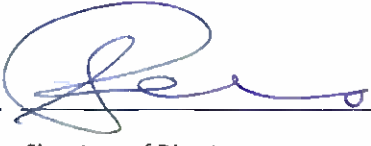
- (a) Time means South Australia time.
- (b) A month means a calendar month.
- (c) A business day means any day that is not a Saturday, Sunday or public holiday in South Australia. If an act must be done on a day that is not a business day, it may be done on the next business day.
- (d) Where time is to be calculated from a day or event, that day or the day of that event must be excluded from that calculation.
- (e) Unless stated otherwise, time is of the essence.

27 Execution

- (a) This Deed (and any other document contemplated by this Deed) may be signed in counterparts. Each counterpart is taken to be an original. All counterparts together constitute one Deed. A signed counterpart may be delivered by facsimile.
- (b) A person signing this Deed on behalf of a party warrants that they have authority to bind that party for that purpose.

Executed as a deed.

Executed by Transcend Super Pty Ltd in accordance with section 127 of the Corporations Act 2001 (Cth)

		14/03/2023
Signature of Director	Signature of Director	Date of Signing



Resolution

Trustee: **Transcend Super Pty Ltd**

SMSF: **Transcend Super Fund**

Proceedings: A superannuation fund deed prepared by Evan Richards & Associates

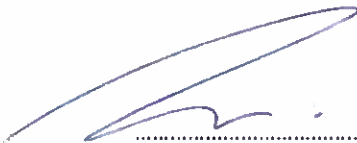
The Deed was considered by the directors.

Resolutions:

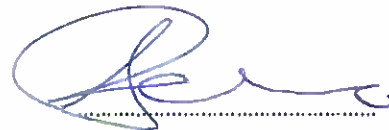
It was resolved as follows:-

1. That the Trustee adopt the deed to constitute a self managed superannuation fund to be known as the **Transcend Super Fund** to provide benefits for the Members on the terms set out in the Deed.
2. That the Trustee act as trustee of the Fund subject to the terms set out in the Deed.

Signed by the Directors in favour of the resolutions:


.....

(Directors Signature)


.....

(Directors Signature)

Date of Signing: 14/03/2023

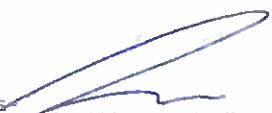


Application For Membership

1. I, the person whose details appear in the Schedule, hereby apply for membership of the above mentioned Fund.
2. In consideration of my admission to membership, I hereby agree to abide by and be bound by the provisions of the Fund Deed and any rules made thereunder.
3. I hereby consent to:
 - (a) (where the Trustee of the Fund is a corporation) – be a director of the trustee corporation and I provide the information in the Schedule in compliance with my obligations under the *Corporations Act 2001* (Cth); and
 - (b) (where the Trustee is or are natural persons) – to be a trustee of the Fund.
4. I declare that I am not a disqualified person within the meaning of Section 120 of the Superannuation Industry (Supervision) Act 1993.
5. Where there is an Employer Sponsor applicable to me I hereby authorise that Employer Sponsor to deduct from my salary and pay to the Fund as contributions the amounts (if any) as are from time to time agreed upon by myself and my Employer as contributions to be made by me to the above mentioned Fund.

Schedule:

FULL NAME	Andrew Lamont Butlin
ADDRESS	12 Heathpool Road, Heathpool SA 5068
DATE OF BIRTH	09/08/1985
PLACE OF BIRTH	Adelaide, SA
TAX FILE NUMBER	353094093

Signature 


Date 14/03/2023

TFN Notification

Name:	Andrew Lamont Butlin
Address:	12 Heathpool Road, Heathpool SA 5068
Date of Birth:	09/08/1985
Sex:	Male

I agree to provide my Tax File Number:

3	5	3	0	9	4	0	9	3
---	---	---	---	---	---	---	---	---

Signature: 

Date: 14/03/ 2023

Collection of tax file numbers is authorised by tax laws, the Superannuation Industry (Supervision) Act 1993 and the Privacy Act 1998. Changes to the tax file number law require Trustee to ask you to provide your tax file number to your superannuation fund. By completing this form and providing it to your fund will allow your fund trustee to use your tax file number for the purposes contained in the Superannuation Industry (Supervision) Act 1993 and for the purpose of paying eligible termination payments.

The purposes currently authorised include:

- taxing eligible termination payments at concessional rates;
- finding and amalgamating your superannuation benefits where insufficient information is available;
- passing your tax file number to the Australian Taxation Office whereby you receive a benefit or have unclaimed superannuation money after reaching the aged pension age; and
- allowing the trustee of your superannuation fund to provide your tax file number to a superannuation fund receiving any benefits you may transfer. Your trustee won't pass your tax file number to any other fund if you tell the trustee in writing that you don't want them to pass it on.

You are not required to provide your tax file number. Declining to quote your tax file number is not an offence. However, if you do not give your superannuation fund your tax file number, either now or later, you may pay more tax on your superannuation benefits than you have to.

The lawful purposes for which your tax file number can be used and the consequences of not quoting your tax file number may change in future, as a result of legislative change.

Binding Death Benefit Nomination Form

Name: Andrew Lamont Butlin

Address: 12 Heathpool Road, Heathpool SA 5068

Date of Birth: 09/08/1985

I, Andrew Lamont Butlin make a non-lapsing binding nomination that in the event of my death the benefits to which I am entitled from the Fund be paid to the following person(s):

Name	Address	Relationship	Percentage or Amount
STEFANIE BUTLIN	12 HEATHPOOL RD, HEATHPOOL, SA	WIFE	100%

However in the event that STEFANIE BUTLIN does not outlive me by 28 days or is unwilling or unable to accept the benefit of this non lapsing binding nomination, then I direct the benefits to which I am entitled referred to above to be paid to:

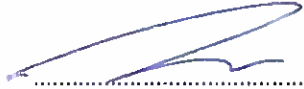
Name	Address	Relationship	Percentage or Amount
ELLA MARIE BUTLIN	12 HEATHPOOL RD, HEATHPOOL	DAUGHTER	50%
LUCAS LAMONT BUTLIN	12 HEATHPOOL RD, HEATHPOOL	SON	50%

However in the event that _____ does not outlive me by 28 days or is unwilling or unable to accept the benefit of this non lapsing binding nomination, then I direct the benefits to which I am entitled referred to above to be paid to:

Name	Address	Relationship	Percentage or Amount

I understand that I may only nominate my Legal Personal Representative(s) or one or more Dependants.

Signature: 

Date: 14 / 03 / 20 23 .

I Mana Conceita Federica declare that I have witnessed Andrew Lamont Butlin
(Name of Witness)

sign this nomination form in my presence and I declare as follows:-

1. I am over 18 years of age; and
2. I am not a dependant or a Legal Personal Representative of Andrew Lamont Butlin

Signature of Witness  _____

I _____ declare that I have witnessed Andrew Lamont Butlin
(Name of Witness)

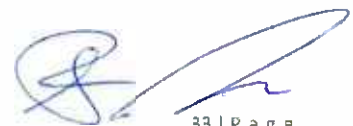
sign this nomination form in my presence and I declare as follows:-

1. I am over 18 years of age; and
2. I am not a dependant or a Legal Personal Representative of Andrew Lamont Butlin

Signature of Witness _____

Instruction for completing Binding Death Benefit Nomination

- The Binding Death Benefit Nomination if properly executed enables the Member to nominate certain people to receive their superannuation benefits on their death and the nomination is binding on the Trustee once received by the Trustee.
- The member may only nominate one or more dependants (a spouse, child or other dependant) and/ or their legal personal representative(s).
- The nomination must clearly state either the percentage of the member's benefits the nominated person is to receive or a specific amount.
- The nomination must be signed by the member in the presence of at least one independent witness who must be at least 18 years old and cannot be the member's Legal Personal Representative or Dependant or an associate thereof



Application For Membership

6. I, the person whose details appear in the Schedule, hereby apply for membership of the above mentioned Fund.
7. In consideration of my admission to membership, I hereby agree to abide by and be bound by the provisions of the Fund Deed and any rules made thereunder.
8. I hereby consent to:
 - (c) (where the Trustee of the Fund is a corporation) – be a director of the trustee corporation and I provide the information in the Schedule in compliance with my obligations under the *Corporations Act 2001* (Cth); and
 - (d) (where the Trustee is or are natural persons) – to be a trustee of the Fund.
9. I declare that I am not a disqualified person within the meaning of Section 120 of the Superannuation Industry (Supervision) Act 1993.
10. Where there is an Employer Sponsor applicable to me I hereby authorise that Employer Sponsor to deduct from my salary and pay to the Fund as contributions the amounts (if any) as are from time to time agreed upon by myself and my Employer as contributions to be made by me to the above mentioned Fund.

Schedule:

FULL NAME	Stefanie Butlin
ADDRESS	12 Heathpool Road, Heathpool SA 5068
DATE OF BIRTH	18/03/1987
PLACE OF BIRTH	Adelaide, SA
TAX FILE NUMBER	343556631

Signature 


Date 14/13/2023

TFN Notification

Name:	Stefanie Butlin
Address:	12 Heathpool Road, Heathpool SA 5068
Date of Birth:	18/03/1987
Sex:	Female

I agree to provide my Tax File Number:

3	4	3	5	5	6	6	3	1
---	---	---	---	---	---	---	---	---

Signature 

Date 14/3/2023 20

Collection of tax file numbers is authorised by tax laws, the Superannuation Industry (Supervision) Act 1993 and the Privacy Act 1998. Changes to the tax file number law require Trustee to ask you to provide your tax file number to your superannuation fund. By completing this form and providing it to your fund will allow your fund trustee to use your tax file number for the purposes contained in the Superannuation Industry (Supervision) Act 1993 and for the purpose of paying eligible termination payments.

The purposes currently authorised include:

- taxing eligible termination payments at concessional rates;
- finding and amalgamating your superannuation benefits where insufficient information is available;
- passing your tax file number to the Australian Taxation Office whereby you receive a benefit or have unclaimed superannuation money after reaching the aged pension age; and
- allowing the trustee of your superannuation fund to provide your tax file number to a superannuation fund receiving any benefits you may transfer. Your trustee won't pass your tax file number to any other fund if you tell the trustee in writing that you don't want them to pass it on.

You are not required to provide your tax file number. Declining to quote your tax file number is not an offence. However, if you do not give your superannuation fund your tax file number, either now or later, you may pay more tax on your superannuation benefits than you have to.

The lawful purposes for which your tax file number can be used and the consequences of not quoting your tax file number may change in future, as a result of legislative change.

Binding Death Benefit Nomination Form

Name: Stefanie Butlin

Address: 12 Heathpool Road, Heathpool SA 5068

Date of Birth: 18/03/1987

I, Stefanie Butlin make a non-lapsing binding nomination that in the event of my death the benefits to which I am entitled from the Fund be paid to the following person(s):

Name	Address	Relationship	Percentage or Amount
ANDREW BUTLIN	12 HEATHPOOL ROAD HEATHPOOL, SA	HUSBAND	100%

However in the event that ANDREW BUTLIN does not outlive me by 28 days or is unwilling or unable to accept the benefit of this non lapsing binding nomination, then I direct the benefits to which I am entitled referred to above to be paid to:

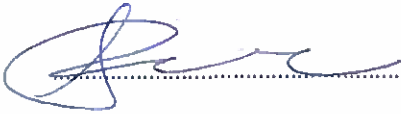
Name	Address	Relationship	Percentage or Amount
ELLA MARIE BUTLIN	12 HEATHPOOL ROAD HEATHPOOL, SA,	CHILD	50%
LUCAS LAMONT BUTLIN	12 HEATHPOOL ROAD HEATHPOOL, SA	CHILD	50%

However in the event that _____ does not outlive me by 28 days or is unwilling or unable to accept the benefit of this non lapsing binding nomination, then I direct the benefits to which I am entitled referred to above to be paid to:

Name	Address	Relationship	Percentage or Amount



I understand that I may only nominate my Legal Personal Representative(s) or one or more Dependants.


Signature: 

Date: 14 / 03 / 2023

Mania Concetta Federico declare that I have witnessed Stefanie Butlin
(Name of Witness)

sign this nomination form in my presence and I declare as follows:-

3. I am over 18 years of age; and
4. I am not a dependant or a Legal Personal Representative of Stefanie Butlin

Signature of Witness 

_____ declare that I have witnessed Stefanie Butlin
(Name of Witness)

sign this nomination form in my presence and I declare as follows:-

3. I am over 18 years of age; and
4. I am not a dependant or a Legal Personal Representative of Stefanie Butlin

Signature of Witness _____

Instruction for completing Binding Death Benefit Nomination

- The Binding Death Benefit Nomination if properly executed enables the Member to nominate certain people to receive their superannuation benefits on their death and the nomination is binding on the Trustee once received by the Trustee.
- The member may only nominate one or more dependants (a spouse, child or other dependant) and/ or their legal personal representative(s).
- The nomination must clearly state either the percentage of the member's benefits the nominated person is to receive or a specific amount.
- The nomination must be signed by the member in the presence of at least one independent witness who must be at least 18 years old and cannot be the member's Legal Personal Representative or Dependant or an associate thereof.

SMSF Investment Strategy

Name: Transcend Super Fund

Date: 22/02/2023

Objective

This investment strategy of (as reviewed and amended annually or more often depending on changes to the needs of members) is created in compliance with the Superannuation Industry (Supervision) Act 1993.

The Fund:

1. accepts employer and member contribution and contributions from other persons as the laws allow
2. transfers from other Superannuation funds and from a spouse as the laws allow
3. provides benefits to members upon retirement and as the laws allow
4. provides other activities as allowed by the laws and regulations from time to time
5. allows access to any unrestricted non-preserved benefits (as/when allowed by the laws and regulations)
6. provides for the payment of pension benefits at a rate as determined in the future from time to time.

The fund complies with the current laws and regulations and the rules in the trust deed. It has the following investment objectives:

Risk and Return

It is recognised that timing (when you get into the investment) and time in the investment (how long you are in the investment) affects returns. Different investments have different returns and volatility. The Trustee (from time to time) of the fund has a strong emphasis on preserving the fund's capital. However, many sound investments are not capital guaranteed. Security of capital has to be tempered with the need to achieve the desired rate of return. Therefore, assets that show volatility may be of benefit to the fund.

The Trustee is ever vigilant to balance these two objectives:

- protecting the capital and
- growing the value of the fund by obtaining an acceptable rate of return.

Position on Diversification

From time-to-time fund investments may be diversified across asset classes but at other times maybe concentrated in only a few or one. The trustee will invest according to market conditions and availability of the fund's assets. A funds assets maybe predominantly invested in residential or commercial (or other types) of real estate should the trustee see fit to do so.

Required Rate of Return

The Trustee seeks an overall investment return for the fund in the 7-10 year term (medium term) of 3-5% above the average rate of inflation over that period.

Trustee's Obligations

The Trustee ensures that the fund meets the legislated standard minimums to continue to obtain concessional taxation status on the income. It is also incumbent on the Trustee to consider the tax consequences of all investments. Tax-advantaged products may reduce the fund's taxation burden. Tax is one of the Trustee's relevant concerns. The Trustee acknowledges that members' benefits are a liability of the fund. The Trustee gives thought to the level of benefit required to be paid to the member. However, while no terminations or benefits are expected to be paid out in the short to medium term the Trustee is at liberty to examine investments that are medium term. However, when the member is in pension phase the time horizon may be far shorter.

Paying Debts

The Trustee is obliged to pay tax, expenses and benefits. It will do so within 31 days. The Trustee ensures that it holds sufficient cash to meet such obligations.

Cost of Investing

The Trustee strives to reduce costs of investing. However, at times upfront investment costs are payable in order to obtain the best investment products that fit into this investment strategy. Exit costs and penalties may also be part of the cost of carrying out this investment strategy.

Gearing

Borrowing to invest is permissible by the fund in accordance with the rules and laws at the time.

Investments (all investments maybe held within the following range 0-100%)

Cash

Money can be held in kind, in banks, building societies, lending institutions and cash management accounts.

Australian Shares

After research and due diligence, these include listed and unlisted securities including shares, warrants, derivatives, derivatives securities and managed funds.

Fixed Interest

These include deposits in Australian and overseas banks, building societies, lending institutions, cash management accounts, government and non-government bonds, bank bills, debentures, corporate notes and specialist fixed interest funds.

International Shares

After research and due diligence, these include investments directly or indirectly in listed and unlisted shares from around the world including listed and unlisted securities including shares, warrants, derivatives, derivatives securities and managed funds.

Property

This includes direct residential and commercial real estate, both direct and indirect investments in listed and unlisted property trusts and property securities funds.

Derivatives

Derivatives are financial contracts, or financial instruments, whose prices are derived from the price of something else (known as the underlying). The underlying price on which a derivative is based can be that of an asset (e.g., commodities, equities (stocks), residential mortgages, commercial real estate, loans, bonds), an index (e.g., interest rates, exchange rates, stock market indices, consumer price index (CPI), inflation derivatives, or other items).

Structured Products

This includes products that cover a diverse set of investment categories outside traditional bonds and shares and can be considered as having a typically higher risk/ return profile, or other features that provide some complexity to the investment. These products that are derived from and/or based on a single security or securities, a basket of stocks, an index, a commodity, debt issuance and/or a foreign currency, among other things and include index and equity linked notes, term notes and units generally consisting of a contract to purchase equity and/or debt securities at a specific time.

Art

This includes Emerging Artists, Mid-Career Artists and Blue-chip Artists. A rising artist generally does not have any auction record though their artworks are exhibited and collected by a number of famous art galleries. Mid-career artists are already established in their careers and have a promising auction history. Blue-chip artists are holding national significance and their art works are collected and auctioned by most all art galleries.

Cryptocurrency

This includes established coins listed on recognised exchanges, ICOs and NFTs. The investments may be held on an exchange directly or stored in a secure cold wallet.

Insurance

The trustees have reviewed the need to hold a contract insurance for members of the fund and have determined that any insurance required within the SMSF will be in compliance with the directives contained within SIS Act1994 Regulation 4.09 (2)(e)

Review

The Trustees undertake to review this strategy on a continual basis and will regularly revisit the objectives and strategies of the fund consistent with the needs of members and will as a minimum review the fund's investment strategy annually.

Signed by the Trustee(s)


Name of Trustee: **Andrew Lamont Butlin**

Signed

A Butlin
.....

Name of Trustee: **Stefanie Butlin**

Signed


.....

CONSTITUTION

Transcend Super Pty Ltd
ACN: 665 964 081

EVAN RICHARDS & ASSOCIATES

Demystifying Law, Delivering Value

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OPERATIVE PROVISIONS

1 Definitions and interpretation

1.1 Definitions

In this Constitution, unless the context requires otherwise:

Act means the *Corporations Act 2001* (Cth) as amended, supplemented or replaced from time to time.

Alternate Director means any person who, for the time being, holds office as an alternate Director duly appointed in accordance with this Constitution.

Board means the board of Directors of the Company.

Business means the business conducted by the Group as at the date of this Constitution, or any other business carried on by the Group from time to time.

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in South Australia.

Company means Transcend Super Pty Ltd, ACN: 665 964 081 or as that name is changed from time to time.

Constitution means this constitution of the Company as amended, supplemented or replaced from time to time.

Directors means all or any number of the directors for the time being of the Company appointed in accordance with this Constitution but does not include associate directors.

Encumbrance means any:

- (a) legal or equitable interest or power created, arising in or reserved in or over an interest in any property or asset; or
- (b) security for payment of money, performance of obligations or protection against default (including a mortgage, bill of sale, charge, lien, pledge, trust, power or retention of title arrangement, right of set-off, assignment of income, garnishee order, monetary claim and flawed deposit arrangement);
- (c) any thing or preferential interest or arrangement of any kind giving a person priority or preference over claims or other persons with respect to any property or asset;
- (d) a security interest as defined in the *Personal Property Securities Act 2009* (Cth); or
- (e) any agreement or arrangement (whether legally binding or not) to grant or create anything referred to in paragraphs 0(b), (c) or (d).

Government Agency means any government or any public, statutory, governmental (including a local government), semi-governmental or judicial body, entity, department or authority and includes any self-regulatory organisation established under statute.

Group means the Company and its subsidiaries, and Group Company means any one of them.

Law means:

- (a) principles of law or equity established by decisions of courts;

- (b) statutes, regulations or by-laws of the Commonwealth of Australia or any State or Territory of the Commonwealth of Australia or a Government Agency; and
- (c) requirements and approvals (including conditions) of the Commonwealth of Australia or any State or Territory of the Commonwealth of Australia or a Government Agency that have the force of law.

Managing Director means any person who, for the time being, holds office as a managing director duly appointed in accordance with this Constitution.

Member means a registered holder of any share of the Company or any person deemed by this Constitution to be such a person.

Office means the registered office of the Company.

Register means the register of Members of the Company as required to be kept under section 168 of the Act.

Related Body Corporate has the meaning given to that term in the Act.

Secretary means any person appointed to perform the duties of a secretary of the Company.

Share means shares in the capital of the Company.

Special Resolution has the same meaning as in section 9 of the Act.

1.2 Interpretation

In this Constitution, unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes the other genders;
- (c) the headings are used for convenience only and do not affect the interpretation of this Constitution;
- (d) other grammatical forms of defined words or expressions have corresponding meanings;
- (e) a reference to a document includes the document as modified from time to time and any document replacing it;
- (f) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;
- (g) the word “person” includes a natural person, partnership, body corporate, association, governmental or local authority, agency and any other body or entity whether incorporated or not;
- (h) the word “month” means calendar month and the word “year” means 12 months;
- (i) the words “in writing” include any communication sent by letter or email or any other form of communication capable of being read by the recipient;
- (j) a reference to a thing includes a part of that thing;
- (k) a reference to all or any part of a statute, rule, regulation or ordinance (**statute**) includes that statute as amended, consolidated, re-enacted or replaced from time to time;
- (l) wherever “include”, “for example” or any form of those words or similar expressions is used, it must be construed as if it were followed by “(without being limited to)”;

- (m) money amounts are stated in Australian currency unless otherwise specified;
- (n) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (**defunct body**), means the agency or body that performs most closely the functions of the defunct body; and
- (o) any expression in a provision of this Constitution that relates to a particular provision of the Act has the same meaning as in that provision of the Act.

1.3 **Replaceable rules**

The replaceable rules contained in the Act are displaced under section 135(2) and do not apply to the Company except to the extent that they are repeated in this Constitution.

2 Sole Purpose of Company

The sole purpose of the company is to act as the trustee of a regulated superannuation fund in accordance with the *Superannuation Industry (Supervision) Act 1993* (Cth).

3 Proprietary company

The Company is a proprietary company and:

- (a) the liability of Members is limited by shares;
- (b) the number of Members is limited to 50 (counting joint holders of shares as one person); and
- (c) it must not engage in any activity that would require disclosure to investors under Chapter 6D, except in the circumstances permitted by section 113(3).

4 Share capital

4.1 **Classes of shares**

The capital of the Company will be divided into any of the following classes:

- (a) ordinary shares; and
- (b) such other classes of shares as are approved in accordance with this Constitution and the Act from time to time.

4.2 **Directors may issue shares**

By resolution of the directors, the company may:

- (a) issue or dispose of shares on such terms and with such rights and restrictions as they think fit;
- (b) issue shares with such preferred, deferred or other special rights or restrictions whether with regard to dividend, voting, return of capital or otherwise; and
- (c) issue any preference shares on terms that they are, or at the option of the Company are liable, to be redeemed.

4.3 **Rights attaching to ordinary shares**

The ordinary shares confer on their holders:

- (a) the right to receive notice of and attend any general meeting of the Company;
- (b) the right to cast one vote on a show of hands at a general meeting of the Company and to cast one vote for each ordinary share held on a poll; and
- (c) Subject to the *Superannuation Industry (Supervision) Act 1993* (Cth), any other rights in the *Corporations Act 2001* (Cth).

4.4 **Exercise of vote and rights**

Subject to this Constitution, no person is entitled to vote or to exercise any right or privilege as a Member until the person is registered in the Register.

5 Shares held on trust or jointly

5.1 **No recognition of trusts or other interests**

Except as required under the Act the Company will not:

- (a) be required to recognise any person as holding a share on trust; or
- (b) be bound by or compelled in any way to recognise (whether or not the Company has been given notice) any equitable, contingent, future or partial claim, right or interest or any other right in any share except an absolute right of ownership in the holder listed in the Register.

5.2 **Joint owners**

Subject to this Constitution, if 2 or more persons are listed in the Register as the holders of a share:

- (a) they are deemed to hold the share as joint tenants with rights of survivorship;
- (b) they and their respective legal personal representatives are jointly and severally liable to pay all instalments and calls in respect of the share;
- (c) subject to clause (b), on the death of any one of them (evidence of which may be required by the Directors as they think fit), the survivor or survivors are the only person or persons whom the Company may recognise as having any title to the share; and
- (d) any one of them may give effectual receipts for any dividend or other distribution in respect of the share.

6 Certificates

6.1 **Entitlement to certificates**

A person whose name is entered as a Member in the Register is entitled without payment to receive a certificate in respect of the share, signed in any way authorised by the Company, in accordance with the Act. In respect of a share or shares held jointly by several persons, the Company is not bound to issue more than one certificate.

6.2 **Delivery to joint holders**

Delivery of a certificate for a share to one of several joint holders is sufficient delivery to all such holders.

7 Lien

7.1 Lien on unpaid capital and money owing

The Company has a first and paramount lien:

- (a) on every partly paid share for all money (whether presently payable or not) called or payable at a fixed time in respect of that share; and
- (b) on all shares registered in the name of a Member (either solely or jointly with another person) for all money presently payable to the Company by that person or the person entitled to the shares by reason of the death, mental incapacity, bankruptcy or insolvency of the first mentioned person.

7.2 Exemption from lien

The Directors may at any time exempt a share wholly or in part from the provisions of clause 7.1.

7.3 Lien to apply to dividends

The Company's lien (if any) on a share extends to all dividends payable in respect of the share.

7.4 Company's right of sale

Subject to clause 7.5, the Company may sell, in such manner as the Directors think fit, any shares on which the Company has a lien.

7.5 Restrictions on sale

A share on which the Company has a lien must not be sold unless:

- (a) a sum in respect of which the lien exists is presently payable; and
- (b) the Company has, not less than 14 days before the date of the sale, given to the registered holder for the time being of the share or the person entitled to the share by reason of the death, mental incapacity, bankruptcy or insolvency of the registered holder a notice in writing setting out, and demanding payment of, such part of the amount in respect of which the lien exists as is presently payable.

7.6 Effecting sale

- (a) The Directors may give effect to a sale referred to in clause 7.4 by authorising a person to transfer the share sold to the purchaser.
- (b) The purchaser of such a share:
 - i. will be registered as the holder of the share;
 - ii. is not responsible for the application of the purchase money; and
 - iii. will possess a title which is not affected by any irregularity or invalidity in connection with the sale.
- (c) After the name of the purchaser is entered in the Register, no person may impeach the validity of the sale and the remedy of any person aggrieved is in damages only and against the Company exclusively.

7.7 Application of sale proceeds

The Company will pay:

- (a) the net proceeds of any sale or disposal referred to in clauses 7.4 and 7.6 towards satisfaction of the amount in respect of which the lien exists; and
- (b) the residue (if any) of the proceeds of sale to the person entitled to the shares at the date of sale.

7.8 Taxation

- (a) If a liability is imposed on the Company to pay any tax or other charge in relation to the shares held by a person or by another person entitled to the shares by reason of the death, mental incapacity, bankruptcy or insolvency of the first mentioned person (in each case, the **(Relevant Person)**) or any dividend or any entitlements due to the Relevant Person, the Company:
 - (b) must, on demand, be fully indemnified by the Relevant Person from all such liability;
 - (c) has a lien on the shares of that person and all dividends, bonuses and other moneys payable in respect of shares registered in the name of the Relevant Person, including shares where the Relevant Person is one of several joint holders;
 - (d) may recover as a debt due from the Relevant Person any moneys paid by the Company in respect of such liability; and
 - (e) may refuse to register a transfer of any shares by the Relevant Person until those moneys are recovered.

8 Calls on shares

8.1 Call by Directors

Subject to the Act and this Constitution, the Directors may make a call on some or all of the Members in respect of any money unpaid on their shares which is not by the terms of issue of those shares made payable at fixed times.

8.2 Payment of call

Upon receiving at least 14 days' notice specifying the time and place of payment, each Member so notified must pay to the Company at the time or times and place so specified the amount called on the shares.

8.3 Terms of call

The Directors may revoke, postpone or extend a call as they think fit, and may authorise or require a call to be paid by instalments.

8.4 Deemed time of call

A call will be deemed to have been made at the time when the Directors' resolution authorising the call was passed.

8.5 Liability of joint holders

The joint holders of a share are jointly and severally liable to pay all calls in respect of the share.

8.6 Interest on unpaid calls

If a sum called in respect of a share is not paid before or on the day appointed for payment of the sum, the Member from whom the sum is due must pay interest at a rate and on terms determined by

the Directors. Interest may be calculated from the day appointed for payment of the sum to the time of actual payment. The Directors may waive payment of interest wholly or in part.

8.7 Fixed dates for calls

- (a) Any sum that, by the terms of issue of a share, becomes payable on allotment or at a fixed date is deemed to be a call duly made and payable on the date on which by the terms of issue the sum becomes payable.
- (b) In the case of non-payment of a sum referred to in clause (a), all the relevant provisions of this Constitution as to payment of interest and expenses, forfeiture or otherwise apply as if the sum had become payable by virtue of a call duly made and notified.

8.8 Disabilities if calls unpaid

A Member may not exercise any right as a Member (including the right to receive a dividend, to be present at any meeting, to be counted in a quorum or to vote at any meeting or on a poll) until that Member has paid:

- (a) all calls due and payable by the Member whether alone or jointly with another person, together with interest and expenses in respect of the calls; and
- (b) all other sums (if any) presently payable by the Member in respect of any shares held by the Member, whether alone or jointly with another person.

8.9 Differentiation between Members

The Directors may, on the issue of shares, differentiate between Members as to the amount of calls to be paid and the times of payment.

8.10 Payment of calls in advance

- (a) The Directors may:
 - i. accept from any Member all or any part of the money unpaid on a share in excess of the sum actually called up; and
 - ii. cause the Company to pay interest at the rate agreed between the Directors and the Member paying the sum, on the whole or any part of the amount so accepted (unless the Company in general meeting otherwise determines).
- (b) Any amount paid in advance of calls will not be taken into account in ascertaining the amount of any dividend payable on the shares in respect of which the advance is made.
- (c) The Directors may repay an amount advanced under clause (a) on giving the relevant Member one month's notice in writing.

8.11 Evidence of call

- (a) In an action or other proceedings for the recovery of a call, it is sufficient, and conclusive evidence of the debt, to prove that:
 - i. the name of the defendant is entered in the Register as the holder or one of the holders of the share in respect of which the call is claimed;
 - ii. the resolution making the call is recorded in the minute book; and
 - iii. notice of the call was given to the defendant in accordance with this Constitution,

iv. and it is not necessary to prove the appointment of the Directors who made the call or any other matter whatsoever.

(b) In this clause 8.11, reference to the term **Defendant** includes a person against whom a set-off or counter-claim is alleged by the Company and the term “action or other proceedings for the recovery of a call” is to be construed accordingly.

9 No Encumbrances

A Member must not create or give any Encumbrance over its shares in favour of any person without the prior written consent of the Company, which consent may be withheld by the Company in its absolute discretion.

10 Transfer of shares

10.1 Transfer of shares

A Member may transfer all or any of the Member’s shares by instrument in writing in any form that the Directors approve. Such instrument of transfer must be executed by or on behalf of both the transferor and the transferee.

10.2 Registration of transfers

A transferor of shares remains the holder of the shares transferred until the transfer is registered and the name of the transferee is entered in the Register in respect of the shares.

The Directors are not required to register a transfer of shares in the Company unless:

- (a) the instrument of transfer has been duly stamped (if required by Law);
- (b) the instrument of transfer has been lodged at the Company’s Office;
- (c) any fee payable on registration of the transfer has been paid; and
- (d) the Directors have been given all the information they reasonably require to establish the right of the transferor to make the transfer.

The Directors may, in their discretion and without assigning any reason, refuse to register a transfer of shares in the Company.

The Directors may suspend the registration of transfers of shares in the Company at such times and for such periods as they determine. The period of suspension must not exceed in the aggregate 30 days in any calendar year.

11 Forfeiture of shares

11.1 Default

If a Member fails to pay a call or instalment of a call on or before the day appointed for payment of the call or instalment, the Directors may, at any time after that date, serve a notice on such Member requiring payment of the unpaid amount of the call or instalment, together with any interest and all expenses that the Company has incurred by reason of the non-payment.

11.2 Notice of forfeiture

The notice referred to in clause 11.1 must:

- (a) specify a day at least 14 days after the date of service of notice and a place at which the call or instalment and the interest and expenses referred to in clause 11.1 are to be paid; and
- (b) state that in the event of non-payment at the time and place appointed, the share in respect of which the call was made or instalment is payable is liable to be forfeited.

11.3 Forfeiture

- (a) If the requirements of a notice served under clauses 11.1 and 11.2 are not complied with, any share in respect of which the notice has been given may at any time after the date of non-compliance but before payment required by the notice has been made, be forfeited by a resolution of the Directors.
- (b) A forfeiture under clause (a) will include all dividends declared in respect of the forfeited shares and unpaid before the forfeiture.

11.4 Liability continues after forfeiture

Any Member whose share is forfeited:

- (a) ceases to be a Member in respect of the forfeited share; and
- (b) remains liable to pay and must immediately pay to the Company all money that, at the date of forfeiture, was payable to the Company in respect of the share, together with interest on those amounts from the date of forfeiture until payment, at such rate as the Directors determine.

11.5 Statutory declaration is conclusive

- (a) A statutory declaration that:
 - i. the declarant is a Director or a Secretary of the Company; and
 - ii. a share in the Company has been duly forfeited on a particular date,
- (b) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share.
- (c) The statutory declaration referred to in this clause 11.5 and the Company's receipt for the price of the share constitutes a good title to the share.

11.6 Disposal of forfeited shares

- (a) Any forfeited shares become the Company's property and the Directors may sell or dispose of the shares as they think fit, except that in the event of sale, the Directors will pay to the Member in whose name the share was registered immediately before the forfeiture, the residue (if any) of the proceeds of sale after satisfaction of all moneys due and unpaid.
- (b) Before any forfeited share is sold or disposed of, the forfeiture may be cancelled on such terms as the Directors think fit.
- (c) In relation to any sale or disposal under this clause 11.6, the Directors may arrange for an accountant or the Company's auditor to value the forfeited share. If the sale or disposal is made within three months of the date of the valuation, the valuation is conclusive evidence against the Member of the value of that share at the time of sale or disposal.

11.7 **Transfer of forfeited share**

- (a) The Company may receive the consideration (if any) given for a forfeited share on its sale or disposition and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of.
- (b) On the execution of the transfer, the transferee:
 - i. will be registered as the holder of the share;
 - ii. is not responsible for the application of any purchase money; and
 - iii. will possess a title which is not affected by any irregularity or invalidity in connection with the forfeiture, sale or disposal of the share.
- (c) After the name of the transferee is entered in the Register, no person may impeach the validity of the transfer and the remedy of any person aggrieved by the transfer is in damages only and against the Company exclusively.

11.8 **Application to outstanding money**

The provisions of this Constitution as to forfeiture apply in the case of non-payment of any sum that, by the terms of issue of a share, becomes payable at a fixed time as if that sum had been payable by virtue of a call duly made and notified.

12 Alteration of capital

12.1 **Power to consolidate, divide and cancel**

Subject to the Act, the Company may by resolution:

- (a) consolidate and divide all or any of its share capital into shares of larger value than its existing shares;
- (b) subdivide all or any of its shares into shares of smaller value, provided that in the subdivision the proportion between the amount paid and the amount (if any) unpaid on each such reduced share is the same as it was in the case of the share from which the reduced share is derived; and
- (c) cancel shares that, at the date of the resolution have not been taken or agreed to be taken by any person or have been forfeited and reduce its share capital by the amount of the shares so cancelled.

12.2 **Reduction of capital**

Subject to the Act, the Company may, by resolution, reduce its share capital.

13 General meetings

13.1 **Annual general meeting**

The Company must hold an annual general meeting of the Company in accordance with the Act.

13.2 **Power to convene general meeting**

Any Director may, whenever the Director thinks fit, convene a general meeting of the Company's Members.

13.3 Notice period

- (a) Subject to the Act and clause (b), the Company must give at least 7 days' notice of general meetings (including annual general meetings).
- (b) The Company may call, on shorter notice than that specified in clause (a):
 - i. an annual general meeting, if all the Members entitled to attend and vote at the annual general meeting agree prior to the annual general meeting; and
 - ii. any other general meeting, if Members holding at least 95% of the votes that may be cast at the general meeting agree prior to the general meeting.

13.4 Notice of general meetings

- (a) Notice of every general meeting must be given in the manner authorised by clause 27 to:
 - i. every Member;
 - ii. every Director;
 - iii. the auditor (if any); and
 - iv. every person who establishes to the Directors' satisfaction their entitlement to a share in consequence of the death, mental incapacity, bankruptcy or insolvency of a Member and, who but for the death, mental incapacity, bankruptcy or insolvency (as the case may be) would have been entitled to receive notice of the meeting.
- (b) Notice to joint Members may be given by sending it to the joint Member named first in the Register.

13.5 Content of notice of general meetings

A notice of a general meeting must:

- (a) specify the place, date and time for the meeting and, if applicable, details as to how a Member may attend electronically;
- (b) except as provided by clause 13.6, state the general nature of the business to be transacted at the meeting;
- (c) if a Special Resolution is to be proposed at the meeting, set out an intention to propose the Special Resolution and state the resolution;
- (d) contain a statement of:
- (e) each Member's right to appoint a proxy; and
- (f) the fact that a proxy need not be a Member of the Company; and
- (g) contain a statement that, if the Member appoints more than one proxy, each proxy may be appointed to represent a specified proportion of the Member's votes.

13.6 Content of notice of annual general meeting

It is not necessary for the notice of an annual general meeting to state that the business to be transacted at the meeting includes:

- (a) the consideration of the financial statements and the reports of the Directors and auditor (if any);

- (b) the election of Directors and other officers in place of those retiring;
- (c) the declaration of dividends;
- (d) the appointment and fixing of the remuneration of the auditors; and
- (e) any other business which, under this Constitution or the Act, is required to be transacted at an annual general meeting.

13.7 Notice of adjourned meeting

When a meeting is adjourned, new notice of the resumed meeting must be given if the meeting is adjourned for 30 days or more.

13.8 Failure to give notice

Any resolution passed at a meeting is not invalidated by:

- (a) the accidental omission to give notice of a meeting to any Member or non-receipt of that notice by a Member; or
- (b) the accidental omission to send out the instrument of proxy to a person entitled to receive notice or non-receipt of that instrument.

14 Proceedings at general meetings

14.1 Circular resolutions

- (a) A resolution may be passed without a general meeting being held if all the Members entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. A body corporate's representative may sign such a circular resolution. Either member of a joint membership may sign a circular resolution.
- (b) Identical copies of the document may be distributed for signing by different Members and taken together will constitute one and the same document.
- (c) The resolution is passed when the last Member signs the document, and satisfies any requirement in this Constitution or the Act that the resolution be passed at a general meeting.

14.2 Sole Member resolutions

- (a) If at any time the Company has only one Member, it satisfies any requirement in this Constitution or the Act that a resolution be passed by that sole Member recording the resolution and signing the record.
- (b) A body corporate's representative may sign a resolution referred to in clause (a).

14.3 Use of technology

The Company may hold a meeting or permit Members to attend a meeting using any technology that gives Members a reasonable opportunity to participate, including through any internet-based meeting application or any analogous technology. A Member is present in person for such a meeting if that Member is participating through the internet-based meeting application.

14.4 Quorum

- (a) Except as otherwise provided in this Constitution, the quorum for a general meeting of the Company is 51% of Members present in person or by proxy, attorney or body corporate representative and the quorum must be present at all times during the meeting.
- (b) No business will be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business.
- (c) For the purpose of determining whether a quorum is present:
 - i. each person attending as a proxy, as a body corporate's representative, or as a validly appointed attorney of a Member, is deemed to be a Member;
 - ii. if a Member has appointed more than one proxy, attorney or representative, only one may be counted; and
 - iii. if an individual person is attending both as a Member and as a proxy, attorney or representative, they may be counted only once.
- (d) If at any time the Company has only one Member, then that Member present in person or by proxy, attorney or body corporate representative is a quorum.

14.5 Effect of no quorum

If a quorum of the Company's Members is not present within half an hour after the time appointed for the meeting in the notice:

- (a) if the meeting was convened on the requisition of Members, the meeting must be dissolved; or
- (b) in any other case:
 - i. the meeting will be adjourned to the date, time and place that the Directors specify (or if the Directors do not specify such details, the meeting is adjourned to the same day in the next week at the same time and place) except that if the meeting is adjourned for 30 days or more, notice of the resumed meeting must be given; and
 - ii. if at a meeting resumed under clause (a) a quorum is not present within half an hour after the time appointed for the meeting, the meeting must be dissolved.

14.6 Chairperson of general meeting

The Directors may elect any person to chair general meetings of the Company.

14.7 Vacancy in chair

Where a general meeting is held and:

- (a) a chairperson has not been elected by the Directors as provided by clause 14.6; or
- (b) the chairperson declines to act or is not present within 15 minutes after the time appointed for the holding of the meeting,

the Members present must elect one of their number to be chairperson of the meeting or part of the meeting (as the case may be).

14.8 Adjournment

The chairperson must adjourn a general meeting if the Members present with a majority of votes at the general meeting agree or direct that the chairperson must do so.

14.9 **Adjourned meetings**

- (a) Only unfinished business is to be transacted at a meeting resumed after an adjournment.
- (b) A resolution passed at a meeting resumed after an adjournment is passed on the day it was in fact passed.

15 Voting at general meetings

15.1 **Voting**

- (a) A resolution put to the vote at a general meeting must be decided on a show of hands unless a poll is demanded.
- (b) Before a vote is taken, the chairperson must inform the general meeting whether any proxy votes have been received and how the proxy votes are to be cast.
- (c) On a show of hands, a declaration by the chairperson is conclusive evidence of the result provided that the declaration reflects the show of hands and the votes of the proxies received. Neither the chairperson nor the minutes need to state the number or proportion of the votes recorded in favour or against the resolution.

15.2 **Voting rights**

Subject to any rights or restrictions attached to any class of shares, each Member, entitled to vote may vote in person or by proxy, attorney or body corporate representative authorised under the Act, at a meeting of the Members of the Company, and each Member has:

- (a) on a show of hands, one vote; and
- (b) on a poll, one vote for each share they hold.

15.3 **Voting by joint holders**

If a share is held jointly and more than one Member votes in respect of that share, only the vote of the Member whose name appears first in the Register is counted.

15.4 **No entitlement to vote if calls are unpaid**

If calls and other sums due and payable on a Member's share remain unpaid, that Member:

- (a) is not entitled to be present at any general meeting;
- (b) may not vote on any question or on a poll; and
- (c) may not be counted in a quorum.

15.5 **Voting by persons entitled to shares**

- (a) Subject to clause (b), any person entitled to a share in consequence of the death, mental incapacity, bankruptcy or insolvency of a Member, may vote at any general meeting in respect of that share as if they were the registered holder of the share.
- (b) A person entitled to vote under clause (a) must satisfy the Directors of their right to be transferred the share at least 48 hours before the scheduled time of the meeting or adjourned meeting at which that person proposes to vote, unless the Directors have previously admitted that person's right to vote at that meeting.

15.6 Voting by poll

- (a) A poll may be demanded by:
 - i. the chairperson;
 - ii. at least 3 Members present in person or by proxy, attorney or body corporate representative entitled to vote on the resolution; or
 - iii. a Member or Members present in person or by proxy, attorney or body corporate representative representing at least 5% of the total votes that may be cast on the resolution on a poll.
- (b) A poll may be demanded:
 - i. before a vote is taken; or
 - ii. before or immediately after the voting results on a show of hands are declared.
- (c) The percentage of votes that each Member holds is to be determined as at the close of business on the day before the poll is demanded.
- (d) The demand for a poll may be withdrawn.
- (e) If a poll is duly demanded, it must be taken in such manner and, subject to clause (f), either immediately or after an interval or adjournment or otherwise as the chairperson directs. The result of the poll is the resolution of the meeting at which the poll was demanded.
- (f) A poll is to include the votes of Members voting electronically at a meeting at which Members participate electronically using technology that includes an internet-based meeting application or any analogous technology.
- (g) A poll demanded on the election of a chairperson or on a question of adjournment must be taken immediately.
- (h) The demand for a poll does not prevent a meeting continuing for the transaction of any business other than the question on which a poll has been demanded.

15.7 Casting vote of chair

In the case of an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands takes place or at which the poll is demanded has a casting vote (in addition to any vote that the chairperson may have had as a member).

15.8 Objection to qualification of a voter

- (a) An objection to a person's right to vote at a general meeting:
 - i. may only be raised at a general meeting or adjourned meeting at which the vote objected to is given or tendered; and
 - ii. must be determined by the chairperson of the meeting, whose decision is final.
- (b) A vote not disallowed under an objection referred to in clause (a) is valid for all purposes.

15.9 Votes counted in error

If any vote is counted which ought not to have been counted or might have been rejected, the error will not invalidate the resolution unless the error is:

- (a) detected at the same meeting; and

- (b) of sufficient magnitude, in the opinion of the chairperson, as to invalidate the resolution.

16 Proxies

16.1 Who can appoint a proxy

- (a) A Member who is entitled to attend and vote at a general meeting may appoint a person as that Member's proxy to attend and vote for that Member at a meeting of the Company. A proxy need not be a Member of the Company.
- (b) The appointment may specify the proportion or number of votes that the proxy may exercise.
- (c) If the Member is entitled to cast more than one vote at a meeting, the Member may appoint 2 proxies. If the Member appoints 2 proxies and the appointment does not specify the proportion or number of the Member's votes each proxy may exercise, each proxy may exercise half of the Member's votes.
- (d) Any fractions of votes resulting from the application of clauses (b) or (c) must be disregarded.

16.2 Execution and form of proxies

- (a) An instrument appointing a proxy is valid if it is in the form specified by the Directors from time to time and is:
- i. signed by or on behalf of the Member of the Company making the appointment; and
 - ii. contains the following information:
 - iii. the Member's name and address;
 - iv. the Company's name;
 - v. the proxy's name or the name of the office held by the proxy; and
 - vi. the meetings at which the appointment may be used.
- (b) The proxy form must provide for the Member to vote for or against each resolution and may provide for abstention to be indicated.
- (c) An instrument appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution. Where it does so, the proxy is not entitled to vote on the resolution except as specified in the instrument. A proxy may vote as the proxy thinks fit on any motion or resolution in respect of which no manner of voting is indicated.
- (d) An instrument appointing a proxy confers authority to demand or join in demanding a poll.
- (e) Despite clause 15.3, where an instrument of proxy is signed by all of the joint holders of any Shares, the votes of the proxy so appointed must be accepted in respect of those Shares to the exclusion of any votes tendered by a proxy for any one of those joint holders.

16.3 Member's attorney

A Member may appoint an attorney to act, or to appoint a proxy to act, at a general meeting. If the appointor is an individual, the power of attorney must be signed in the presence of at least 1 witness.

16.4 **Life of proxy**

An instrument appointing a proxy will not be valid after 12 months from the date of its execution, unless it is expressly stated to be a standing appointment or to extend for a longer period.

16.5 **Lodgement of proxies and powers of attorney**

- (a) If a Member appoints a proxy or an attorney, the following documents must be given to the Company at the Office or at the place specified for the purpose in the notice calling the general meeting:
 - i. the proxy's appointment; and
 - ii. if the appointment is signed by the appointor's attorney, the authority under which the form was signed or a certified copy of the authority; and
 - iii. in the case of an attorney, the power of attorney or a certified copy of it.
- (b) The appointment of a proxy or an attorney is valid for a meeting if the appointment and any authority are given to the Company at least 24 hours before the general meeting at which the proxy is to be used.

16.6 **Corporate representative**

A Member that is a body corporate may appoint an individual to act as its representative at general meetings as permitted by the Act.

16.7 **Validity of proxy vote**

A vote cast in accordance with the terms of an instrument of proxy or of a power of attorney is valid if no notice in writing of:

- (a) the previous death of the appointing Member;
- (b) the mental incapacity of the appointing Member;
- (c) the revocation of the proxy's appointment;
- (d) the revocation of the authority under which the proxy was appointed; or
- (e) the transfer of the share in respect of which the proxy was given,

has been received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used or exercised.

17 Appointment and removal of Directors

17.1 **Number**

The number of the Directors will not be less than 1 or more than 10, unless otherwise determined by 75% of shareholders of the Company.

17.2 **Appointment by Company**

Subject to the *Superannuation Industry (Supervision) Act 1993* (Cth), the Company may appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors.

17.3 **Term of office**

Each of the Directors will hold office until the Director vacates office or is removed under this Constitution.

17.4 **Vacation of office**

In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Act, the office of a Director becomes vacant if the Director:

- (a) ceases to be a Director by virtue of the Act or this Constitution;
- (b) becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
- (c) is prohibited from being a Director by reason of any order made under the Act;
- (d) becomes physically or mentally incapable of performing the Director's duties;
- (e) resigns by written notice to the Company;
- (f) is absent from Directors' meetings (without appointing an Alternate Director) without the consent of the other Directors for a period of more than 6 months; or
- (g) without the prior or subsequent consent of the other Directors, is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of the Director's interest as required by the Act.

18 Powers and duties of Directors

18.1 **General management power**

Subject to the Act, this Constitution and any resolution of the Company, the Directors:

- (a) will manage the business of the Company;
- (b) may exercise all such powers of the Company that are not, by the Act or this Constitution, required to be exercised by the Company in general meeting, provided that no resolution of the Company in general meeting will invalidate any prior act of the Directors which would have been valid if such a resolution had not been made; and
- (c) may be reimbursed all reasonable expenses incurred in promoting and forming the Company.

18.2 **Act in the best interests of a Holding Company**

As contemplated by section 187 of the Act, a Director may act in good faith in the best interests of any Holding Company of the Company.

18.3 **Attorneys**

- (a) The Directors may, by power of attorney under deed, appoint any person or persons to be the attorney or attorneys of the Company with such powers, authorities and discretions (being powers, authorities and discretions vested in or exercisable by the Directors), for such period and subject to such conditions as they think fit.
- (b) Any such power of attorney may contain provisions for the protection and convenience of persons dealing with the attorney and may also authorise the attorney to delegate all or any of the powers, authorities and discretions vested in the attorney.

18.4 Power to borrow and give security

- (a) Without limiting the generality of clause 18.1, the Directors may for the purposes of the Company:
 - i. borrow money, with or without giving security for it; and
 - ii. guarantee the performance of any obligation of the Company or of any other person providing they have the agreement of all other directors prior to entering into any such obligation.
- (b) With unanimous agreement the Directors may borrow or provide security as they think fit and in particular by the issue of bonds, debentures or debenture stock or any mortgage, charge or other security on the undertaking of the whole or part of the property of the Company (both present and future) including its uncalled capital.
- (c) Debentures, debenture stock, bonds or other securities may be:
 - i. made assignable free from any equities between the Company and the person to whom the same has been issued; or
 - ii. issued at a discount, premium or otherwise and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at general meetings of the Company, appointment of Directors and otherwise, and any debentures may be re-issued notwithstanding that they may have been made paid off or satisfied.

18.5 Indemnity

Subject to clause 29 and to the extent permitted by the Act, if any of the Directors or any other person becomes personally liable for the payment of any sum primarily due from the Company, the Directors may execute a mortgage, charge or security over the whole or any part of the assets of the Company by way of indemnity to secure the Directors or persons so becoming liable from any loss in respect of the liability.

18.6 Other offices of Directors

Subject to the Act, a Director may hold any other office or offices under the Company (except that of auditor) in conjunction with the office of Director and on such terms as to remuneration and otherwise as the Directors may arrange.

18.7 Director may act in professional capacity

- (a) Subject to the Act and clause (b), any Director (or the Director's firm) may act in a professional capacity for the Company and the Director (or the Director's firm) is entitled to remuneration for professional services as if the Director were not a Director.
- (b) A Director (or the Director's firm) must not act as the Company's auditor.

19 Proceedings of Directors

19.1 Calling and holding Directors' meetings

- (a) A Director may call a Directors' meeting by giving at least 48 hours' notice to each Director.
- (b) A notice of a Directors' meeting may be given as the Directors may determine, either in writing, orally or by using technology.

19.2 Circulating resolutions

- (a) The Directors may pass a resolution without a Directors' meeting being held if all the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Identical copies of the document may be distributed for signing by different Directors and taken together will constitute one and the same document.
- (c) The resolution is passed when the last Director signs the document.

19.3 Directors' meetings by technology

- (a) For the purposes of the Act, each Director, by consenting to be a Director (or by reason of the adoption of this Constitution), consents to the use of each of the following technologies for holding a Directors' meeting:
 - i. video;
 - ii. telephone;
 - iii. any other technology that permits each Director to communicate with every other Director; or
 - iv. any combination of these technologies.
- (b) Where the Directors are not all in attendance at one place and are holding a meeting using technology and each Director can communicate with the other Directors:
 - i. the participating Directors are, for the purpose of every provision of this Constitution concerning meetings of the Board, taken to be assembled together at a meeting and to be present at that meeting; and
 - ii. all proceedings of those Directors conducted in that manner are as valid and effective as if conducted at a meeting at which all of them were physically present in the one location.
- (c) A Director is conclusively presumed to have been present and to have formed part of a quorum at all times during a technology meeting unless that Director has previously obtained the express consent of the chairperson to leave the meeting.

19.4 Directors' resolutions

- (a) A resolution of the Directors must be passed by a majority of the votes of Directors present and entitled to vote on the resolution.
- (b) In case of an equality of votes, the chairperson of the meeting, in addition to his or her deliberative vote (if any), has a casting vote.

19.5 Minutes

The Directors must cause minutes to be made of:

- (a) all appointments of Directors, Alternate Directors and officers;
- (b) the names of the Directors present at each meeting of the Directors;
- (c) all orders made by the Directors;

- (d) all declarations made or notices given by any Director (either generally or specifically) of his or her interest in any contract or proposed contract or of his or her holding of any office or property whereby any conflict of duty or interest may arise; and
- (e) all resolutions and proceedings of meetings of Members and classes of Members and of the Directors,
- (f) and retain the minutes in a minute book for a period of at least 10 years or such other period as may be required under the Act.
- (g) The minutes of a meeting must be signed by the chairperson of the meeting or the chairperson of the next meeting.
- (h) In the absence of evidence to the contrary, contents of the minute book that is recorded and signed in accordance with this clause 19.5 is evidence of the matters shown in the minute.

19.6 Director's personal interests

If a Director has a material personal interest in a matter that relates to the affairs of the Company other than an interest that does not have to be disclosed under section 191(2) of the Act and the Director discloses the nature and extent of the interest and its relation to the affairs of the Company to the other Directors, in accordance with section 191 of the Act and the Directors (other than the Director with the personal interest) approve the participation of that Director in the matter and permits that Director to vote on the matter, then:

- (a) the Director may vote on matters that relate to the interest;
- (b) any transactions that relate to the interest may proceed; and
- (c) if the disclosure is made before the transaction is entered into:
 - i. the Director may retain benefits under the transaction even though the Director has the interest; and
 - ii. the Company cannot avoid the transaction merely because of the existence of the interest.

19.7 Quorum

- (a) At a meeting of Directors properly convened the number of Directors whose presence is necessary to constitute a quorum is one.
- (b) If the office of a Director becomes vacant, the remaining Directors may act but, if the total number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors, the Directors may act only for the purpose of increasing the number of Directors to a number sufficient to constitute a quorum or for the purpose of convening a general meeting of the Company.
- (c) A quorum of Directors must be present throughout each Director's meeting. If a quorum is not present at any time the meeting is not validly convened but without affecting the validity of any business conducted before the absence of a quorum occurs.
- (d) Despite any other provision in this Constitution, if no quorum is present within 30 minutes after the time appointed for the meeting:
 - i. the meeting is adjourned for 24 hours;
 - ii. the quorum for that rescheduled meeting is 1; and
 - iii. if no Director attends that adjourned meeting, the meeting is regarded as dissolved.

19.8 Chairperson

- (a) The Directors must elect a Director to chair their meetings and may determine the period for which the Director is to be the chairperson.
- (b) Where a meeting of the Directors is held and:
 - i. a Director has not already been elected to chair that meeting under clause (a); or
 - ii. the previously elected chairperson declines to act or is not present within 15 minutes after the time appointed for the holding of the meeting,
- (c) the Directors present must elect one of their number to chair the meeting or part of the Meeting (as the case may be).
- (d) The chairperson does not have a casting vote in addition to any vote the chairperson has as a Director.

19.9 Delegation to Committees

- (a) The Directors may delegate any of their powers to a committee or committees consisting of such of their number as they think fit.
- (b) A committee must exercise the powers delegated to it in accordance with any directions of the Directors. The effect of the committee exercising a power in this way is the same as if it had been exercised by the Directors.
- (c) The members of a committee may elect one of their number as chairperson of their meetings.
- (d) Where a meeting of a committee is held and:
 - i. a chairperson has not already been elected to chair that meeting under clause (c); or
 - ii. the previously elected chairperson is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act,
- (e) the members present may elect one of their number to be chairperson of the meeting.
- (f) A committee may meet and adjourn as it thinks fit unless otherwise directed by the Directors.
- (g) Questions arising at a meeting of a committee must be determined by a majority of votes of the members present and voting.
- (h) In the case of an equality of votes, the chairperson has a casting vote, in addition to any vote the chairperson has in the chairperson's capacity as a member of the committee (if any).

19.10 Acts of Directors valid despite defective appointment

Any act done at any meeting of the Directors or of a committee of Directors by any person acting as a Director is, although it is later discovered that there was some defect in the appointment of any such Director or that the Director was disqualified, is valid as if the Director had been duly appointed and was qualified to be a Director or to be a member of the committee.

20 Managing Director

20.1 Appointment and tenure

- (a) The Directors may appoint one or more Directors to be Managing Director of the Company. The appointment of Managing Director will be for such period and on such terms as the Directors think appropriate.
- (b) The Directors may, subject to the terms of any agreement entered into in a particular case, revoke any appointment of Managing Director.

20.2 Ceasing to hold office

A Managing Director:

- (a) is subject to the same provisions as to resignation and removal as a Director as the other Directors of the Company; and
- (b) immediately ceases to be a Director if he or she ceases to be a Managing Director.

20.3 Powers

- (a) The Directors may on such terms and conditions and with such restrictions as they think appropriate, confer on a Managing Director any of the powers exercisable by the Directors.
- (b) Any powers so conferred may be concurrent with, or be to the exclusion of, the powers of the Directors.
- (c) The Directors may at any time withdraw or vary any of the powers so conferred on a Managing Director.

21 Alternate Directors

21.1 Power to appoint an Alternate Director

- (a) Subject to clause (b) and with the other Directors' prior written approval, a Director (**Appointing Director**) may appoint an Alternate Director to exercise some or all of the Appointing Director's powers either indefinitely or for a specified period. An Alternate Director need not be a Director or Member.
- (b) A Managing Director must not appoint an Alternate Director to act as Managing Director.

21.2 Appointment

The appointment of an Alternate Director must be in writing and a copy given to the Company.

21.3 Rights and powers

- (a) An Alternate Director:
 - i. is entitled to notice of each Directors' meeting and if the Appointing Director is not present at any such meeting, the Alternate Director may attend and vote at that meeting in the Appointing Director's place; and
 - ii. is otherwise entitled to exercise all the powers of the Appointing Director in the Appointing Director's place (unless the appointment was limited to some only of the Appointing Director's powers, in which case the Alternate Director may only exercise those powers).

- (b) When an Alternate Director exercises the Appointing Director's powers, the exercise of the powers is just as effective as if the powers were exercised by the Appointing Director.

21.4 Alternate Director is not agent of appointor

An Alternate Director is responsible to the Company for his or her own acts and defaults as if the Alternate Director were an ordinary Director and is not deemed to be an agent of the appointing Director.

21.5 Termination of appointment

- (a) The Appointing Director may terminate the Alternate Director's appointment at any time.
- (b) The termination of an Alternate Director must be in writing and is not effective until a copy is given to the Company.
- (c) In any case, the appointment of an Alternate Director terminates when the Appointing Director ceases to hold office as Director.

22 Secretary

A Secretary of the Company holds office on such terms and conditions, as to remuneration and otherwise, as the Directors determine.

23 Records and inspection

- (a) The Directors must ensure that proper accounting and other records of the Company are kept and where required, distributed, in accordance with the requirements of the Act.
- (b) The Directors must determine whether and on what terms the accounting records and other documents of the Company or any of them will be open to the inspection of Members other than Directors.
- (c) A Member other than a Director does not have the right to inspect any document of the Company except as provided by the Act or authorised by the Directors or by the Company in general meeting.

24 Dividends and reserves

24.1 Prohibition on distribution of income or property to members:

The Company must not distribute any of the income or property of itself to any member by dividend or in any other manner.

25 Capitalisation of profits

25.1 Authority to capitalise

The Company may, by ordinary resolution in general meeting and on the recommendation of the Directors, resolve that:

- (a) it is desirable to capitalise any sum, being the whole or part of the amount for the time being standing to the credit of any reserve account or profit and loss account or otherwise available for distribution to Members; and

- (b) that sum may be applied, in any of the ways mentioned in clause 25.2, for the benefit of Members in the proportions to which those Members would have been entitled in a distribution of that sum by way of dividend.

25.2 **Appropriation and application**

A sum distributed to Members in accordance with clause 25.1 may be applied:

- (a) in paying up any amounts unpaid on shares held by Members; or
- (b) in paying up in full unissued shares or debentures to be issued to Members as fully paid.

25.3 **Adjustment of Members' rights**

The Directors must do all things necessary to give effect to a resolution referred to in clause 25.1 and, in particular, to the extent necessary to adjust the rights of the Members among themselves, may:

- (a) issue fractional certificates or make cash payments in cases where shares or debentures become issuable in fractions; and
- (b) authorise any person to enter into, on behalf of all the Members entitled to any further shares or debentures on the capitalisation, an agreement with the Company providing for the issue to them, credited as fully paid up, of any further shares or debentures or for the payment by the Company on their behalf of the amounts or any part of the amounts remaining unpaid on their existing shares by the application of their respective proportions of the sum resolved to be capitalised,

and any agreement made under an authority referred to in clause (b) is effective and binding on all the Members concerned.

25.4 **Distribution**

- (a) If a distribution of capitalised profits is made on more than one class of shares, the distribution made on the shares of any particular class may be at a higher, lower or at the same rate as the distribution made on the shares of another class,
- (b) provided that the shares in any one class participate equally among themselves in any distribution made of capitalised profits in respect of that class.
- (c) There can be no objection to any resolution which declares a higher rate of distribution on the shares of any class or classes than the distribution made on the shares of any other class or classes.

26 **Power of Attorney**

26.1 **Appointment of Attorney**

Each Member (**Appointor**) irrevocably appoints the Company (**Attorney**), as its agent and attorney, with power to do everything necessary or expedient in the name of the Appointor and on its behalf to give effect to any of the transactions contemplated by this Constitution to the extent that the Appointor has failed to act in the manner required by this Constitution, including to:

- (a) settle, execute and deliver in the name of the Appointor and on its behalf all documents necessary to give effect to the transactions contemplated by this Constitution and all documents that are contemplated by or reasonably, ancillary or incidental to any such document, including conveyances, assignments, novations and transfers;

- (b) do everything necessary or expedient in the name of the Appointor and on its behalf to complete the transactions contemplated by this Constitution; and
- (c) exercise any rights attaching to the Appointor's shares, including voting rights, rights to appoint a proxy or representative, rights to attend and speak at a meeting of members of the Company and agree to such meetings being called on short notice.

The Attorney may:

- (d) appoint or remove any substitute, delegate or sub-attorney at any time; and
- (e) exercise its rights and powers under this clause 26:
- (f) in its own name or in the name of the Appointor; and
- (g) even if it benefits from the exercise of the rights or powers.

26.2 Further acts

The Appointor declares that all acts and things done by the Attorney and its substitutes, delegates and sub-attorneys in exercising rights and powers under this clause 26 will be as good and valid as if they had been done by the Appointor and agrees to:

- (a) ratify and confirm whatever the Attorney and its substitutes, delegates and sub-attorneys do, or cause to be done, in lawfully exercising their rights and powers under this clause 26;
- (b) indemnify the Attorney and its substitutes, delegates and sub-attorneys against all claims, demands, costs, charges, expenses, outgoing, losses and liabilities arising in any way in connection with the lawful exercise of their rights and powers under this clause 26; and
- (c) deliver to the Attorney on demand any power of attorney, instrument of transfer or other instruments as the Attorney may require for the purposes of this clause 26.

26.3 Irrevocable

The Appointor declares that the rights and powers granted to the Attorney under this clause 26 are given for valuable consideration and are irrevocable.

27 Notices

27.1 How notice to be given

A Member may, by written notice to the Secretary left at or sent to the Office, require that all notices to be given by the Company or the Directors be served on the Member's representative at an address specified in the notice.

The Company may give a notice to any Member by:

- (a) serving it on the Member personally;
- (b) properly addressing, prepaying and posting the notice to the Member or leaving it at the Member's address as shown in the Register or the address supplied by the Member to the Company for the giving of notices;
- (c) sending it by email to an email address nominated by the Member;
- (d) sending it via any other electronic means permitted by the Act and nominated by the Member for the giving of notices, including providing an electronic link to the notice; or

(e) giving it by any other means permitted or contemplated by this clause 26 or the Act.

27.2 When notice is given

A notice is deemed to be given by the Company and received by the Member:

- (a) if delivered in person, when delivered to the Member;
- (b) if posted, on the day after the date of posting to the Member, whether delivered or not; or
- (c) if sent by email or other electronic means, on the day after the date of its transmission,
- (d) but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time), it is deemed to have been received at 9.00 am (addressee's time) on the next Business Day.

27.3 Notice to joint holders

A notice may be given by the Company to joint Members by sending the notice to the joint Member first named in the Register or to an alternative address (if any) nominated by that Member.

28 Winding up

If the company is wound up, the liquidator may, with the sanction of a Special Resolution of the Company, divide amongst another organisation or organisations having the same object, the whole or any part of the assets of the company irrespective as to whether they are the same property or not.

29 Indemnity

29.1 Interpretation

In this clause 29:

- (a) **proceedings** means any proceedings, whether civil or criminal, being proceedings in which it is alleged that the person has done or omitted to do some act in their capacity as an officer of the Company (including proceedings alleging that they were guilty of negligence, default, breach of trust or breach of duty in relation to the Company); and
- (b) **officer** has the meaning given to that term in section 9 of the Act.

29.2 Scope of indemnity

In addition to any other indemnity provided to an officer of the Company in accordance with the Act, and to the extent permitted by the Act and any applicable Law:

- (a) every officer of the Company will be indemnified out of the assets of the Company against any liability incurred by them in relation to the execution of their office;
- (b) no officer of the Company is liable for any loss or damage incurred by the Company in relation to the execution of his or her office;
- (c) every officer of the Company will be indemnified out of the assets of the Company against any liability which he or she incurs:
 - i. in defending any proceedings, whether civil or criminal, in which judgment is given in favour of the officer or in which the officer is acquitted;

ii. in connection with any application, in relation to any such proceedings, in which relief is granted under the Act to the officer by the Court; and

(d) every officer of the Company will be indemnified out of the assets of the Company against any liability to another person (other than the Company or a Related Body Corporate of the Company) where the liability is incurred by the officer in their capacity as an officer of the Company, provided that this indemnity will not apply where the liability arises out of conduct involving a lack of good faith.

29.3 Insurance

In addition to the payment of any other insurance premium by the Company in accordance with the Act, and to the extent permitted by the Act and any applicable Law, the Company may pay the premium in respect of a contract insuring an officer of the Company against a liability:

- (a) incurred by the officer of the Company in his or her capacity as officer, provided that the liability does not arise out of conduct involving a wilful breach of duty in relation to the Company or a contravention of sections 182 or 183 of the Act; or
- (b) for costs and expenses incurred by that officer of the Company in defending proceedings, whatever their outcome.

TRANSCEND SUPER PTY LTD

ACN: 665 964 081

Consent to Act As

Director and Secretary

Pursuant to Section 201D and 204C of the *Corporations Act 2001*

TO: The Board of Directors
TRANSCEND SUPER PTY LTD
UNIT 8, 435-439 FULLARTON ROAD
HIGHGATE SA 5063

I, ANDREW LAMONT BUTLIN, hereby consent to act as a Director and Secretary of TRANSCEND SUPER PTY LTD upon registration by the Australian Securities and Investments Commission.

My personal details are as follows:

Full name: ANDREW LAMONT BUTLIN
Former names (if any): NONE
Residential Address: 12 HEATHPOOL ROAD, HEATHPOOL SA 5068

Date of Birth: 9th August 1985
Place of Birth: ADELAIDE, SA

Dated: the 22nd day of February 2023

A Butlin

.....
ANDREW LAMONT BUTLIN

TRANSCEND SUPER PTY LTD
ACN: 665 964 081
Consent to Act As
Director

Pursuant to Section 201D of the *Corporations Act 2001*

TO: The Board of Directors
TRANSCEND SUPER PTY LTD
UNIT 8, 435-439 FULLARTON ROAD
HIGHGATE SA 5063

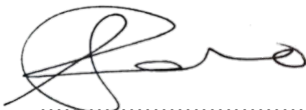
I, STEFANIE BUTLIN, hereby consent to act as a Director of TRANSCEND SUPER PTY LTD upon registration by the Australian Securities and Investments Commission.

My personal details are as follows:

Full name: STEFANIE BUTLIN
Former names (if any): STEFANIE FEDERICO
Residential Address: 12 HEATHPOOL ROAD, HEATHPOOL SA 5068

Date of Birth: 18th March 1987
Place of Birth: ADELAIDE, SA

Dated: the 22nd day of February 2023



.....
STEFANIE BUTLIN

TRANSCEND SUPER PTY LTD
ACN: 665 964 081
Consent to Become a
Member

Pursuant to Section 120 of the *Corporations Act 2001*

TO: The Board of Directors
TRANSCEND SUPER PTY LTD
UNIT 8, 435-439 FULLARTON ROAD
HIGHGATE SA 5063

I, STEFANIE BUTLIN, hereby consent to become a Member of TRANSCEND SUPER PTY LTD.

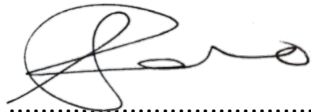
My personal details are as follows:

Full name: STEFANIE BUTLIN
Former names (if any): STEFANIE FEDERICO
Residential Address: 12 HEATHPOOL ROAD, HEATHPOOL SA 5068

Upon registration of the Company, I agree to take up shares in TRANSCEND SUPER PTY LTD as outlined in the table below:

<i>Class of Share</i>	<i>Shares Held</i>	<i>Amount Paid per Share</i>	<i>Amount Unpaid per Share</i>	<i>Fully Paid</i>	<i>Beneficially Held</i>
ORD	90	\$1	\$0	Y	Y

Dated: the 22nd day of February 2023



.....
STEFANIE BUTLIN

TRANSCEND SUPER PTY LTD

ACN 665 964 081

Registered in South Australia under the *Corporations Act 2001* (Cth)

Share Certificate

Certificate No: 1

This is to certify that:

Andrew Lamont Butlin

of 12 Heathpool Road, Heathpool SA 5068

is the registered holder of:

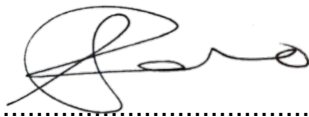
Number of shares: 90

Class of shares: ORD

Fully or partly paid: Y

in the Company subject to the Constitution in force from time to time.

Executed by TRANSCEND SUPER PTY LTD)
by its duly authorised officer:)



.....
Signature of authorised director
Stefanie Butlin

Date: the 22nd day of February 2023

TRANSCEND SUPER PTY LTD

ACN 665 964 081

Registered in South Australia under the *Corporations Act 2001* (Cth)

Share Certificate

Certificate No: 2

This is to certify that:

Stefanie Butlin

of 12 Heathpool Road, Heathpool SA 5068

is the registered holder of:

Number of shares: 90

Class of shares: ORD

Fully or partly paid: Y

in the Company subject to the Constitution in force from time to time.

Executed by TRANSCEND SUPER PTY LTD)
by its duly authorised officer:)
)
)
)
)



.....
Signature of authorised director
Andrew Lamont Butlin

Date: the 22nd day of February 2023

Minutes Record

Minutes of the first meeting of directors of Transcend Super Pty Ltd ACN: 665 964 081

- Held at:** UNIT 8, 435 FULLARTON ROAD, HIGHGATE SA 5089
- Present:** Andrew Lamont Butlin
Stefanie Butlin
- Chair:** The following person was appointed Chairperson of the first meeting of Directors.

Andrew Lamont Butlin
- Registration of Company** **Discussed** that all matters relating to the registration of the Company had been attended to and that the Company had been registered on 22nd February 2023. The certificate of registration was tabled as evidence the Company was duly registered.
- Director(s)** **Resolved** that
Andrew Lamont Butlin
Stefanie Butlin
- Secretary(ies)** **Resolved** that
Andrew Lamont Butlin

be appointed secretary(s) of the Company and signed consent(s) were tabled.
- Register of Members** **Resolved** that the following members be entered in the register of members in accordance with their consent(s) and share certificate(s) which were tabled.
Andrew Lamont Butlin
Stefanie Butlin
- Public Officer** **Resolved** that the following person be appointed to fill the position of public officer, as required by Section 252 of the *Income Tax Assessment Act* and that notice of such appointment be given to the Australian Tax Office:

Andrew Lamont Butlin
- Registered Office** **Resolved** that the registered office of the Company be located at:

UNIT 8, 435 FULLARTON ROAD, HIGHGATE SA 5089
- Principal Place of Business** **Resolved** that the principal place of business be located at:

12 HEATHPOOL ROAD, HEATHPOOL ADELAIDE SA 5068
- Constitution** **Resolved** that the constitution tabled at the meeting be approved and adopted as the constitution of the company.
- Register of option holders** **Resolved:** to establish, and keep up to date, a register of option holders in accordance with sections 168(1)(b) of the *Corporations Act*.
- Register of debenture holders** **Resolved:** to establish, and keep up to date, a register of debenture holders in accordance with sections 168(1)(c) of the *Corporations Act*.
- Financial records** **Resolved:** to do everything necessary to establish, and keep up to date, the financial records of the company, as required by the *Corporations Act*.
- Bank account** **Resolved:** to approve and open the bank accounts and to appoint the signatories in accordance with the terms of the bank account mandate forms.

Maintaining records

Resolved: to notify the relevant authorities and update the company's records in relation to the business.

Closure

There being no further business the meeting was closed.

Signed as a true and correct record:
Dated: the 22nd day of February 2023

A Butlin

Andrew Lamont Butlin (Chairperson)

Non-Supported Documents

CompanyRegistration_665964081.PDF