



SUPERFUND - CLIENT ACCOUNTING CHECKLIST

Client Name: Rancho Relaxo Super Fund
 Client Code: MOLL03 Period Ended: 30 June 2016
 Partner/Manager: Stuart Accountant: Jay

| GENERAL INDEX | WP Ref | N/A | Completed | Reviewed |
|-------------------------------------|--------|-----|-----------|----------|
| Checklist | 1 | | ✓ | ✓ |
| Check Engagement Letter fo \$ | 2 | | ✓ | ✓ |
| Financial Statements | 3 | | ✓ | ✓ |
| Depreciation Schedule | 4 | ✓ | | ✓ |
| Income Tax Return | 5 | | ✓ | ✓ |
| Members Annual Statements | 6 | | ✓ | ✓ |
| Client Management Letter | 7 | | ✓ | ✓ |
| Section 290-170 Notices | 8 | ✓ | | ✓ |
| Investment Strategy Template | 9 | | ✓ | ✓ |
| Minutes | 10 | | ✓ | ✓ |
| Trial Balance | 11 | | ✓ | ✓ |
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| Query Sheet | 13 | | ✓ | ✓ |
| Bank Reconciliations | 14 | | ✓ | ✓ |
| Borrowing Costs | 15 | | ✓ | ✓ |
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| GST Workpapers | 17 | | ✓ | ✓ |
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| Trust Deed | 32 | | ✓ | ✓ |
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ADMIN - To Do:

| | | | |
|------------------|---|-----------------|---|
| Scan workpapers | ✓ | Print letter | ✓ |
| PDF copy to file | ✓ | Client Records? | N |
| Payment Slip? | ✓ | Email / Post | E |

REVIEWED

By Eddy Lee at 1:46 pm, Apr 09, 2021

Completed By: Jay Date: 06/04/2021
 Reviewed By: Eddy Lee Date: 09/04/2021

Financial statements and reports for the year ended
30 June 2016

Rancho Relaxo Superfund

Rancho Relaxo Superfund
Reports Index

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Rancho Relaxo Superfund
Statement of Financial Position

As at 30 June 2016

| | Note | 2016 \$ | 2015 \$ |
|--|------|-------------------|-------------------|
| Assets | | | |
| Investments | | | |
| Loans to Associated Entities (In house loans) | 2 | 24,161.24 | 12,000.00 |
| Real Estate Properties (Australian - Non Residential) | 3 | 299,986.18 | 0.00 |
| Total Investments | | <u>324,147.42</u> | <u>12,000.00</u> |
| Other Assets | | | |
| Other Assets | | 0.00 | 2,000.00 |
| Borrowing Cost | | 3,910.63 | 0.00 |
| CBA Accelerator 18193554 | | 73,729.39 | 0.00 |
| CBA Bus Transaction A/c 10310517 | | 5,707.11 | 0.00 |
| CBA Accelerator 17712228 | | 0.00 | 230,421.61 |
| GST Refundable | | 29,229.53 | 0.00 |
| Total Other Assets | | <u>112,576.66</u> | <u>232,421.61</u> |
| Total Assets | | <u>436,724.08</u> | <u>244,421.61</u> |
| Less: | | | |
| Liabilities | | | |
| Income Tax Payable | | 3,421.35 | 522.45 |
| Limited Recourse Borrowing Arrangements | | 167,092.63 | 0.00 |
| Amounts owing to other persons | | 6,875.00 | 0.00 |
| Total Liabilities | | <u>177,388.98</u> | <u>522.45</u> |
| Net assets available to pay benefits | | <u>259,335.10</u> | <u>243,899.16</u> |
| Represented by: | | | |
| Liability for accrued benefits allocated to members' accounts | 4, 5 | | |
| Moller, Scott - Accumulation | | 159,819.36 | 150,334.12 |
| Moller, Catrina - Accumulation | | 99,515.74 | 93,565.04 |
| Total Liability for accrued benefits allocated to members' accounts | | <u>259,335.10</u> | <u>243,899.16</u> |

Rancho Relaxo Superfund

Detailed Statement of Financial Position

As at 30 June 2016

| | Note | 2016 \$ | 2015 \$ |
|--|------|-------------------|-------------------|
| Assets | | | |
| Investments | | | |
| Loans to Associated Entities (In house loans) | 2 | | |
| Loan #1 - Urbanman Designs Pty Ltd | | 5,786.24 | 12,000.00 |
| Loan #2 - Urbanman Designs Pty Ltd | | 18,375.00 | 0.00 |
| Real Estate Properties (Australian - Non Residential) | 3 | | |
| 37 Flinders Parade, North Lakes QLD, Australia | | 299,986.18 | 0.00 |
| Total Investments | | <u>324,147.42</u> | <u>12,000.00</u> |
| Other Assets | | | |
| Bank Accounts | | | |
| CBA Accelerator 17712228 | | 0.00 | 230,421.61 |
| CBA Accelerator 18193554 | | 73,729.39 | 0.00 |
| CBA Bus Transaction A/c 10310517 | | 5,707.11 | 0.00 |
| Other Assets | | 0.00 | 2,000.00 |
| Borrowing Cost | | 3,910.63 | 0.00 |
| GST Refundable | | 29,229.53 | 0.00 |
| Total Other Assets | | <u>112,576.66</u> | <u>232,421.61</u> |
| Total Assets | | <u>436,724.08</u> | <u>244,421.61</u> |
| Less: | | | |
| Liabilities | | | |
| Amounts owing to other persons | | | |
| Rental Deposit - Toneone Pty Ltd | | 6,875.00 | 0.00 |
| Income Tax Payable | | 3,421.35 | 522.45 |
| Limited Recourse Borrowing Arrangements | | | |
| 1/37 Flinders Parade, North Lakes QLD, Australia | | 167,092.63 | 0.00 |
| Total Liabilities | | <u>177,388.98</u> | <u>522.45</u> |
| Net assets available to pay benefits | | <u>259,335.10</u> | <u>243,899.16</u> |
| Represented By : | | | |
| Liability for accrued benefits allocated to members' accounts | 4, 5 | | |
| Moller, Scott - Accumulation | | 159,819.36 | 150,334.12 |
| Moller, Catrina - Accumulation | | 99,515.74 | 93,565.04 |
| Total Liability for accrued benefits allocated to members' accounts | | <u>259,335.10</u> | <u>243,899.16</u> |

Rancho Relaxo Superfund
Operating Statement
For the year ended 30 June 2016

| | Note | 2016 \$ | 2015 \$ |
|---|------|------------------|-------------------|
| Income | | | |
| Investment Income | | | |
| Interest Received | | 3,358.23 | 104.00 |
| Property Income | | 10,401.52 | 0.00 |
| Contribution Income | | | |
| Employer Contributions | | 26,036.24 | 3,508.17 |
| Transfers In | | 0.00 | 240,939.36 |
| Total Income | | <u>39,795.99</u> | <u>244,551.53</u> |
| Expenses | | | |
| Amortisation Expense | | 378.37 | 0.00 |
| ASIC Fees | | 292.00 | 0.00 |
| Bank Charges | | 280.00 | 0.00 |
| Formation Cost (non-deductible) | | 990.18 | 0.00 |
| Interest on loans (LRBA) | | 4,392.63 | 0.00 |
| Legal Fees | | 699.00 | 0.00 |
| Property Expenses - Advertising | | 886.36 | 0.00 |
| Property Expenses - Agents Management Fees | | 5,235.11 | 0.00 |
| Property Expenses - Body Corporate | | 2,710.14 | 0.00 |
| Property Expenses - Council Rates | | 749.31 | 0.00 |
| Property Expenses - Insurance Premium | | 68.70 | 0.00 |
| Property Expenses - Land Tax | | 192.52 | 0.00 |
| Property Expenses - Sundry Expenses | | 3,446.05 | 0.00 |
| Property Expenses - Water Rates | | 357.94 | 0.00 |
| | | <u>20,678.31</u> | <u>0.00</u> |
| Member Payments | | | |
| Life Insurance Premiums | | 782.84 | 129.92 |
| Total Expenses | | <u>21,461.15</u> | <u>129.92</u> |
| Benefits accrued as a result of operations before income tax | | <u>18,334.84</u> | <u>244,421.61</u> |
| Income Tax Expense | 7 | 2,898.90 | 522.45 |
| Benefits accrued as a result of operations | | <u>15,435.94</u> | <u>243,899.16</u> |

Rancho Relaxo Superfund

Detailed Operating Statement

For the year ended 30 June 2016

| | 2016 | 2015 |
|--|------------------|-------------------|
| | \$ | \$ |
| Income | | |
| Interest Received | | |
| CBA Accelerator 17712228 | 326.52 | 104.00 |
| CBA Accelerator 18193554 | 1,556.71 | 0.00 |
| Loan #1 - Urbanman Designs Pty Ltd | 600.00 | 0.00 |
| Loan #2 - Urbanman Designs Pty Ltd | 875.00 | 0.00 |
| | <u>3,358.23</u> | <u>104.00</u> |
| Property Income | | |
| 1/37 Flinders Parade, North Lakes QLD, Australia | 10,401.52 | 0.00 |
| | <u>10,401.52</u> | <u>0.00</u> |
| Contribution Income | | |
| Employer Contributions - Concessional | | |
| Catrina Moller | 9,733.22 | 0.00 |
| Scott Moller | 16,303.02 | 3,508.17 |
| | <u>26,036.24</u> | <u>3,508.17</u> |
| Transfers In | | |
| Moller, Catrina - Accumulation (Accumulation) | 0.00 | 93,530.68 |
| Moller, Scott - Accumulation (Accumulation) | 0.00 | 147,408.68 |
| | <u>0.00</u> | <u>240,939.36</u> |
| Changes in Market Values | <u>0.00</u> | <u>0.00</u> |
| Total Income | <u>39,795.99</u> | <u>244,551.53</u> |
| Expenses | | |
| Amortisation Expense | 378.37 | 0.00 |
| ASIC Fees | 292.00 | 0.00 |
| Bank Charges | 280.00 | 0.00 |
| Formation Cost (non-deductible) | 990.18 | 0.00 |
| Legal Fees | 699.00 | 0.00 |
| | <u>2,639.55</u> | <u>0.00</u> |
| Interest on loans (LRBA) | | |
| 1/37 Flinders Parade, North Lakes QLD, Australia | 4,392.63 | 0.00 |
| | <u>4,392.63</u> | <u>0.00</u> |
| Property Expenses - Advertising | | |
| 1/37 Flinders Parade, North Lakes QLD, Australia | 886.36 | 0.00 |
| | <u>886.36</u> | <u>0.00</u> |
| Property Expenses - Agents Management Fees | | |
| 1/37 Flinders Parade, North Lakes QLD, Australia | 5,235.11 | 0.00 |
| | <u>5,235.11</u> | <u>0.00</u> |
| Property Expenses - Body Corporate | | |
| 1/37 Flinders Parade, North Lakes QLD, Australia | 2,710.14 | 0.00 |
| | <u>2,710.14</u> | <u>0.00</u> |
| Property Expenses - Council Rates | | |
| 1/37 Flinders Parade, North Lakes QLD, Australia | 749.31 | 0.00 |
| | <u>749.31</u> | <u>0.00</u> |

Rancho Relaxo Superfund
Detailed Operating Statement

For the year ended 30 June 2016

| | 2016 | 2015 |
|---|------------------|-------------------|
| | \$ | \$ |
| Property Expenses - Insurance Premium | | |
| 1/37 Flinders Parade, North Lakes QLD, Australia | 68.70 | 0.00 |
| | <u>68.70</u> | <u>0.00</u> |
| Property Expenses - Land Tax | | |
| 1/37 Flinders Parade, North Lakes QLD, Australia | 192.52 | 0.00 |
| | <u>192.52</u> | <u>0.00</u> |
| Property Expenses - Sundry Expenses | | |
| 1/37 Flinders Parade, North Lakes QLD, Australia | 3,446.05 | 0.00 |
| | <u>3,446.05</u> | <u>0.00</u> |
| Property Expenses - Water Rates | | |
| 1/37 Flinders Parade, North Lakes QLD, Australia | 357.94 | 0.00 |
| | <u>357.94</u> | <u>0.00</u> |
| Member Payments | | |
| Life Insurance Premiums | | |
| Moller, Scott - Accumulation (Accumulation) | 782.84 | 129.92 |
| | <u>782.84</u> | <u>129.92</u> |
| Total Expenses | <u>21,461.15</u> | <u>129.92</u> |
| Benefits accrued as a result of operations before income tax | <u>18,334.84</u> | <u>244,421.61</u> |
| Income Tax Expense | | |
| Income Tax Expense | 2,898.90 | 522.45 |
| Total Income Tax | <u>2,898.90</u> | <u>522.45</u> |
| Benefits accrued as a result of operations | <u>15,435.94</u> | <u>243,899.16</u> |

Notes to the Financial Statements

For the year ended 30 June 2016

Note 1: Summary of Significant Accounting Policies

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

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

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

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

a. Measurement of Investments

The Fund initially recognises:

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

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

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

Market value has been determined as follows:

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

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

b. Cash and Cash Equivalents

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

c. Revenue

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

Notes to the Financial Statements

For the year ended 30 June 2016

Interest revenue

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

Dividend revenue

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

Rental revenue

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

Distribution revenue

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

Remeasurement changes in market values

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

Contributions

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

d. Liability for Accrued Benefits

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

e. Income Tax

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

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

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

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

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

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

f. Goods and Services Tax (GST)

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

Notes to the Financial Statements

For the year ended 30 June 2016

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

g. Critical Accounting Estimates and Judgements

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

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

Note 2: Loans to Associated Entities (In house loans)

| | 2016 \$ | 2015 \$ |
|------------------------------------|------------|------------|
| Loan #1 - Urbanman Designs Pty Ltd | 5,786.24 | 12,000.00 |
| Loan #2 - Urbanman Designs Pty Ltd | 18,375.00 | 0.00 |
| | 24,161.24 | 12,000.00 |

Note 3: Real Estate Properties (Australian - Non Residential)

| | 2016 \$ | 2015 \$ |
|--|------------|------------|
| 37 Flinders Parade, North Lakes QLD, Australia | 299,986.18 | 0.00 |
| | 299,986.18 | 0.00 |

Note 4: Liability for Accrued Benefits

| | 2016 \$ | 2015 \$ |
|---|------------|------------|
| Liability for accrued benefits at beginning of year | 243,899.16 | 0.00 |
| Benefits accrued as a result of operations | 15,435.94 | 243,899.16 |
| Current year member movements | 0.00 | 0.00 |
| | 259,335.10 | 243,899.16 |

Note 5: Vested Benefits

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

| | 2016 \$ | 2015 \$ |
|-----------------|------------|------------|
| Vested Benefits | 259,335.10 | 243,899.16 |

Notes to the Financial Statements

For the year ended 30 June 2016

Note 6: Guaranteed Benefits

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

Note 7: Income Tax Expense

| | 2016 | 2015 |
|--|-----------------|---------------|
| | \$ | \$ |
| The components of tax expense comprise | | |
| Current Tax | 2,898.90 | 522.45 |
| Income Tax Expense | <u>2,898.90</u> | <u>522.45</u> |

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

| | | |
|--|-----------------|---------------|
| Prima facie tax payable on benefits accrued before income tax at 15% | 2,750.23 | 36,663.24 |
| Less: | | |
| Tax effect of: | | |
| Non Taxable Transfer In | 0.00 | 36,140.90 |
| Tax Adjustment - Other Expenses (L1) | (148.50) | 0.00 |
| Add: | | |
| Tax effect of: | | |
| Rounding | 0.17 | 0.11 |
| Income Tax on Taxable Income or Loss | 2,898.90 | 522.45 |
| Less credits: | | |
| Current Tax or Refund | <u>2,898.90</u> | <u>522.45</u> |

Rancho Relaxo Superfund
Statement of Taxable Income

For the year ended 30 June 2016

| | 2016 |
|--|------------------|
| | \$ |
| Benefits accrued as a result of operations | 18,334.84 |
| Less | |
| Tax Adjustment - Other Expenses (L1) | (990.00) |
| | <hr/> |
| | (990.00) |
| | |
| SMSF Annual Return Rounding | 1.16 |
| | <hr/> |
| Taxable Income or Loss | 19,326.00 |
| | <hr/> |
| Income Tax on Taxable Income or Loss | 2,898.90 |
| | |
| | <hr/> |
| CURRENT TAX OR REFUND | 2,898.90 |
| | <hr/> |
| Supervisory Levy | 259.00 |
| | <hr/> |
| AMOUNT DUE OR REFUNDABLE | 3,157.90 |
| | <hr/> |

Rancho Relaxo Superfund
Trustees Declaration

Rancho Relaxo SMSF Pty Ltd ACN: 605532661

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

The directors of the trustee company declare that:

- (i) the financial statements and notes to the financial statements for the year ended 30 June 2016 present fairly, in all material respects, the financial position of the Superannuation Fund at 30 June 2016 and the results of its operations for the year ended on that date in accordance with the accounting policies described in Note 1 to the financial statements;
- (ii) the financial statements and notes to the financial statements have been prepared in accordance with the requirements of the trust deed; and
- (iii) the operation of the superannuation fund has been carried out in accordance with its trust deed and in compliance with the requirements of the Superannuation Industry (Supervision) Act 1993 and associated Regulations during the year ended 30 June 2016.

Specifically, the directors of the trustee company declare that:

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

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

.....
Scott Moller
Rancho Relaxo SMSF Pty Ltd
Director

Dated this day of

Rancho Relaxo Superfund

Investment Summary with Market Movement

As at 30 June 2016


| Investment | Units | Market Price | Market Value | Average Cost | Accounting Cost | Unrealised | | Realised Movement | |
|--|--|---------------|-------------------|--------------|-------------------|-------------|--------------|-------------------|------|
| | | | | | | Overall | Current Year | | |
| Cash/Bank Accounts | | | | | | | | | |
| CBA Accelerator 18193554 | | 73,729.390000 | 73,729.39 | 73,729.39 | 73,729.39 | | | | |
| CBA Bus Transaction A/c 10310517 | | 5,707.110000 | 5,707.11 | 5,707.11 | 5,707.11 | | | | |
| | | | 79,436.50 | | 79,436.50 | | | | |
| Loans to Associated Entities (In house loans) | | | | | | | | | |
| Loan #1 - Urbanman Designs Pty Ltd | | 5,786.240000 | 5,786.24 | 5,786.24 | 5,786.24 | | | | |
| Loan #2 - Urbanman Designs Pty Ltd | | 18,375.000000 | 18,375.00 | 18,375.00 | 18,375.00 | | | | |
| | | | 24,161.24 | | 24,161.24 | | | | |
| Real Estate Properties (Australian - Non Residential) | | | | | | | | | |
| 37fli | 37 Flinders Parade, North Lakes QLD, Australia | 1.00 | 299,986.180000 | 299,986.18 | 299,986.18 | 299,986.18 | 0.00 | 0.00 | 0.00 |
| | | | 299,986.18 | | 299,986.18 | 0.00 | 0.00 | 0.00 | |
| | | | 403,583.92 | | 403,583.92 | 0.00 | 0.00 | 0.00 | |

Self-managed superannuation fund annual return


2016

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 2016* (NAT 71287).

 The *Self-managed superannuation fund annual return instructions 2016* (NAT 71606) (the instructions) can assist you to complete this annual return.


TO COMPLETE THIS ANNUAL RETURN

- Print clearly, using a BLACK pen only.
- Use BLOCK LETTERS.
- Place  in ALL applicable boxes.

Section A: Fund information

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

1 Tax file number (TFN)

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

2 Name of self-managed superannuation fund (SMSF)

3 Australian business number (ABN) (if applicable)

4 Current postal address

Suburb/town

State/territory

Postcode

5 Annual return status

Is this an amendment to the SMSF's 2016 return? **A** No Yes

Is this the first required return for a newly registered SMSF? **B** No Yes

6 SMSF auditor

Auditor's name

Title: Mr Mrs Miss Ms Other

Family name

First given name

Other given names

SMSF Auditor Number

Auditor's phone number

Postal address

Suburb/town

State/territory

Postcode

Date audit was completed **A** Day / Month / Year

Was Part B of the audit report qualified? **B** No Yes

If the audit report was qualified, have the reported compliance issues been rectified? **C** No Yes

Sensitive (when completed)

7 Electronic funds transfer (EFT)

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

A Financial institution details for super payments and tax refunds

You must provide the financial institution details of your fund's nominated super account. If you would like your fund's tax refunds paid to a different account, you can provide additional financial institution details at **B**.

Fund BSB number (must be six digits) Fund account number
Fund account name (for example, J&Q Citizen ATF J&Q Family SF)

B Financial institution details for tax refunds only

If you would like your fund's tax refunds paid to a different account, provide additional financial institution details. Tax refunds cannot be paid to a trustee's personal account. (See relevant instructions.)

BSB number (must be six digits) Account number
Account name (for example, J&Q Citizen ATF J&Q Family SF)

C Electronic service address alias

We will use your electronic service address alias to communicate with your fund about ATO super payments.

| | | | | | |
|-------------------------|--|-------------|-----|------------------------|---------------|
| 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 Contribution? | 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 an income stream to one or more members in the income year?

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

No Go to Section B: Income.

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

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

Segregated assets method **B**

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

Did the fund have any other income that was assessable?

E **Yes** Go to Section B: Income.

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

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

Section B: Income

Do not complete this section if your fund was in **full** pension phase for the **entire year** and there was **no** other income that was assessable. 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 complete and attach a *Capital gains tax (CGT) schedule 2016*.

Code

Have you applied an exemption or rollover?

M No Yes

Net capital gain **A** \$

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

Gross interest **C** \$

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

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

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

Transfers from foreign funds **F** \$

Number

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

Gross distribution from partnerships **I** \$

Loss

*Unfranked dividend amount **J** \$

*Franked dividend amount **K** \$

*Dividend franking credit **L** \$

*Gross trust distributions **M** \$

Code

Calculation of assessable contributions

Assessable employer contributions

R1 \$

plus Assessable personal contributions

R2 \$

plus **No-TFN-quoted contributions

R3 \$

(an amount must be included even if it is zero)

less Transfer of liability to life insurance company or PST

R6 \$

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

Calculation of non-arm's length income

*Net non-arm's length private company dividends

U1 \$

plus *Net non-arm's length trust distributions

U2 \$

plus *Net other non-arm's length income

U3 \$

*Other income **S** \$

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

Net non-arm's length income
U \$
(subject to 47% tax rate)
(**U1** plus **U2** plus **U3**)

Code

*This is a mandatory label.

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

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

Loss

Exempt current pension income **Y** \$

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

Loss

Sensitive (when completed)



Place your attachments here.

Section C: Deductions and non-deductible expenses

12 Deductions and non-deductible expenses

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

| DEDUCTIONS | | NON-DEDUCTIBLE EXPENSES | |
|--|--------------|--------------------------------------|--------------|
| Interest expenses within Australia | A1 \$ | | A2 \$ |
| Interest expenses overseas | B1 \$ | | B2 \$ |
| Capital works expenditure | D1 \$ | | D2 \$ |
| Decline in value of depreciating assets | E1 \$ | | E2 \$ |
| Insurance premiums – members | F1 \$ | | F2 \$ |
| Death benefit increase | G1 \$ | | |
| SMSF auditor fee | H1 \$ | | H2 \$ |
| Investment expenses | I1 \$ | | I2 \$ |
| Management and administration expenses | J1 \$ | | J2 \$ |
| Forestry managed investment scheme expense | U1 \$ | | U2 \$ |
| Other amounts | L1 \$ | Code | L2 \$ |
| Tax losses deducted | M1 \$ | | |
| TOTAL DEDUCTIONS | | TOTAL NON-DEDUCTIBLE EXPENSES | |
| N \$ | | Y \$ | |
| (Total A1 to M1) | | (Total A2 to L2) | |
| #TAXABLE INCOME OR LOSS | | TOTAL SMSF EXPENSES | |
| O \$ | | Z \$ | |
| (TOTAL ASSESSABLE INCOME less TOTAL DEDUCTIONS) | | (N plus Y) | |
| Loss | | | |

#This is a mandatory label.

Section D: Income tax calculation statement

*Important:

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

13 Calculation statement

Please refer to the *Self-managed superannuation fund annual return instructions 2016* on how to complete the calculation statement.

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

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

| | |
|---|---|
| Complying fund's franking credits tax offset E1 \$ | SUBTOTAL T2 \$ <i>(B less C – cannot be less than zero)</i> |
| No-TFN tax offset E2 \$ | |
| National rental affordability scheme tax offset E3 \$ | |

| | |
|---|---|
| Exploration credit tax offset E4 \$ | Refundable tax offsets E \$ <i>(E1 plus E2 plus E3 plus E4)</i> |
|---|---|

| |
|--|
| #TAX PAYABLE T5 \$ <i>(T2 less E – cannot be less than zero)</i> |
|--|

| | |
|--|--|
| Credit for interest on early payments – amount of interest H1 \$ | Section 102AAM interest charge G \$ |
|--|--|

| | |
|--|---|
| Credit for tax withheld – foreign resident withholding H2 \$ | Eligible credits H \$ <i>(H1 plus H2 plus H3 plus H5 plus H6)</i> |
| Credit for tax withheld – where ABN or TFN not quoted (non-individual) H3 \$ | |

| | |
|--|--|
| Credit for TFN amounts withheld from payments from closely held trusts H5 \$ | #Tax offset refunds <i>(Remainder of refundable tax offsets)</i> I \$ <i>(unused amount from label E – an amount must be included even if it is zero)</i> |
| Credit for interest on no-TFN tax offset H6 \$ | |

| |
|--|
| PAYG instalments raised K \$ |
| Supervisory levy L \$ |
| Supervisory levy adjustment for wound up funds M \$ |
| Supervisory levy adjustment for new funds N \$ |

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

#This is a mandatory label.

Section E: Losses

14 Losses

! If total loss is greater than \$100,000, complete and attach a *Losses schedule 2016*.

| | |
|--|-------------|
| Tax losses carried forward to later income years | U \$ |
| Net capital losses carried forward to later income years | V \$ |

Section F: Member information

! In Section F report all current members in the fund at 30 June.
Use Section G to report any former members or deceased members who held an interest in the fund at any time during the income year.

MEMBER 1

Title: Mr Mrs Miss Ms Other

Family name

First given name

Other given names

Member's TFN

See the Privacy note in the Declaration.

Date of birth

Contributions

! Refer to instructions for completing these labels.

OPENING ACCOUNT BALANCE \$

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** \$

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 Contributions) **M** \$

TOTAL CONTRIBUTIONS N \$

Other transactions

Allocated earnings or losses **O** \$

Loss

Inward rollovers and transfers **P** \$

Outward rollovers and transfers **Q** \$

Lump Sum payment **R1** \$

Code

Income stream payment **R2** \$

Code

CLOSING ACCOUNT BALANCE **S** \$

! In Section F report all current members in the fund at 30 June.
Use Section G to report any former members or deceased members who held an interest in the fund at any time during the income year.

MEMBER 2

Title: Mr Mrs Miss Ms Other

Family name

First given name

Other given names

Member's TFN

See the Privacy note in the Declaration.

Date of birth

Contributions

! Refer to instructions for completing these labels.

OPENING ACCOUNT BALANCE \$

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** \$

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 Contributions) **M** \$

TOTAL CONTRIBUTIONS N \$

Other transactions

Allocated earnings or losses **O** \$

Loss

Inward rollovers and transfers **P** \$

Outward rollovers and transfers **Q** \$

Lump Sum payment **R1** \$

Code

Income stream payment **R2** \$

Code

CLOSING ACCOUNT BALANCE **S** \$

Sensitive (when completed)

Section H: Assets and liabilities

15 ASSETS

15a Australian managed investments

Listed trusts **A \$**

Unlisted trusts **B \$**

Insurance policy **C \$**

Other managed investments **D \$**

15b Australian direct investments

Cash and term deposits **E \$**

Limited recourse borrowing arrangements

Australian residential real property

J1 \$

Australian non-residential real property

J2 \$

Overseas real property

J3 \$

Australian shares

J4 \$

Overseas shares

J5 \$

Other

J6 \$

Debt securities **F \$**

Loans **G \$**

Listed shares **H \$**

Unlisted shares **I \$**

Limited recourse borrowing arrangements **J \$**

Non-residential real property **K \$**

Residential real property **L \$**

Collectables and personal use assets **M \$**

Other assets **O \$**

15c Overseas direct investments

Overseas shares **P \$**

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

Overseas residential real property **R \$**

Overseas managed investments **S \$**

Other overseas assets **T \$**

TOTAL AUSTRALIAN AND OVERSEAS ASSETS U \$

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

15d 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** **\$**

16 LIABILITIES

Borrowings **V** \$

Total member closing account balances
(total of all **CLOSING ACCOUNT BALANCES** from Sections F and G) **W** \$

Reserve accounts **X** \$

Other liabilities **Y** \$

TOTAL LIABILITIES Z \$

Section I: Taxation of financial arrangements

17 Taxation of financial arrangements (TOFA)

Total TOFA gains **H** \$

Total TOFA losses **I** \$

Section J: Other information

Family trust election status

If the trust or fund has made, or is making, a family trust election, write the four-digit **income year specified** of the election (for example, for the 2015–16 income year, write **2016**). **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 2016*. **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 2016* for each election. **C**

If revoking an interposed entity election, print **R**, and complete and attach the *Interposed entity election or revocation 2016*. **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 current trustees and directors have authorised this annual return and it is documented as such in the SMSF's records. I have received the audit report and I am aware of any matters raised. I declare that the information on this annual return, including any attached schedules and additional documentation is true and correct. I also authorise the ATO to make any tax refunds to the nominated bank account (if applicable).

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

Date Day / Month / Year

Preferred trustee or director contact details:

Title: Mr Mrs Miss Ms Other

Family name

First given name

Other given names

Phone number

Email address

Non-individual trustee name (if applicable)

ABN of non-individual trustee

Time taken to prepare and complete this annual return Hrs

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

TAX AGENT'S DECLARATION:

I declare that the *Self-managed superannuation fund annual return 2016* has been prepared in accordance with information provided by the trustees, that the trustees have given me a declaration stating that the information provided to me is true and correct, and that the trustees have authorised me to lodge this annual return.

Tax agent's signature

Date Day / Month / Year

Tax agent's contact details

Title: Mr Mrs Miss Ms Other

Family name

First given name


Other given names

Tax agent's practice

Tax agent's phone number

Reference number

Tax agent number

 Postal address for annual returns: **Australian Taxation Office, GPO Box 9845, IN YOUR CAPITAL CITY**

Capital gains tax (CGT) schedule

2016

WHEN COMPLETING THIS FORM

- Print clearly, using a black or dark blue pen only.
- Use BLOCK LETTERS.
- Do not use correction fluid or covering stickers.
- Sign next to any corrections with your **full signature** (not initials).
- Use in conjunction with company, trust, fund income tax return or the self-managed superannuation fund annual return.
- Refer to the *Guide to capital gains tax 2016* available on our website at ato.gov.au for instructions on how to complete this schedule.

Tax file number (TFN)

! We are authorised by law to request your TFN. You do not have to quote your TFN. However, if you don't it could increase the chance of delay or error in processing your form.

Australian business number (ABN)

Taxpayer's name

1 Current year capital gains and capital losses

| | Capital gain | | Capital loss |
|--|----------------------------------|--|--|
| Shares in companies listed on an Australian securities exchange | A \$ | | K \$ |
| Other shares | B \$ | | L \$ |
| Units in unit trusts listed on an Australian securities exchange | C \$ | | M \$ |
| Other units | D \$ | | N \$ |
| Real estate situated in Australia | E \$ | | O \$ |
| Other real estate | F \$ | | P \$ |
| Amount of capital gains from a trust (including a managed fund) | G \$ | | |
| Collectables | H \$ | | Q \$ |
| Other CGT assets and any other CGT events | I \$ | | R \$ |
| Total current year capital gains | J \$ <input type="text"/> | | Add the amounts at labels K to R and write the total in item 2 label A – Total current year capital losses . |

2 Capital losses

Total current year capital losses **A \$**

Total current year capital losses applied **B \$**

Total prior year net capital losses applied **C \$**

Total capital losses transferred in applied
(only for transfers involving a foreign bank branch or
permanent establishment of a foreign financial entity) **D \$**

Total capital losses applied **E \$**

Add amounts at **B**, **C** and **D**.

3 Unapplied net capital losses carried forward

Net capital losses from collectables carried forward to later income years **A \$**

Other net capital losses carried forward to later income years **B \$**

Add amounts at **A** and **B** and transfer the total
to label **V – Net capital losses carried forward
to later income years** on your tax return.

4 CGT discount

Total CGT discount applied **A \$**

5 CGT concessions for small business

Small business active asset reduction **A \$**

Small business retirement exemption **B \$**

Small business rollover **C \$**

Total small business concessions applied **D \$**

6 Net capital gain

Net capital gain **A \$**

1J less 2E less 4A less 5D (cannot be less than
zero). Transfer the amount at **A** to label **A – Net
capital gain** on your tax return.

7 Earnout arrangements

Are you a party to an earnout arrangement? **A** Yes, as a buyer Yes, as a seller No
(Print in the appropriate box.)

! If you are a party to more than one earnout arrangement, copy and attach a separate sheet to this schedule providing the details requested here for each additional earnout arrangement.

How many years does the earnout arrangement run for? **B**

What year of that arrangement are you in? **C**

If you are the seller, what is the total estimated capital proceeds from the earnout arrangement? **D** \$

Amount of any capital gain or loss you made under your non-qualifying arrangement in the income year. **E** \$ / ^{LOSS}

! **Request for amendment**

If you received or provided a financial benefit under a look-through earnout right created in an earlier income year and you wish to seek an amendment to that earlier income year, complete the following:

Income year earnout right created **F**

Amended net capital gain or capital losses carried forward **G** \$ / ^{LOSS}

8 Other CGT information required (if applicable)

Small business 15 year exemption – exempt capital gains **A** \$ / ^{CODE}

Capital gains disregarded by a foreign resident **B** \$

Capital gains disregarded as a result of a scrip for scrip rollover **C** \$

Capital gains disregarded as a result of an inter-company asset rollover **D** \$

Capital gains disregarded by a demerging entity **E** \$

Taxpayer's declaration

! If the schedule is not lodged with the income tax return you are required to sign and date the schedule.

Important

Before making this declaration check to ensure that all the information required has been provided on this form and any attachments to this form, and that the information provided is true and correct in every detail. If you are in doubt about any aspect of the tax return, place all the facts before the ATO. The income tax law imposes heavy penalties for false or misleading statements.

Privacy

Taxation law authorises the ATO to collect information and disclose it to other government agencies. This includes personal information of the person authorised to sign the declaration. For information about your privacy go to ato.gov.au/privacy

I declare that the information on this form is true and correct.

Signature

Date

Day

Month

Year

/ /

Contact name

Daytime contact number (include area code)

Losses schedule

Companies and trusts that do not join consolidated groups should complete and attach this schedule to their 2016 tax return.

Superannuation funds should complete and attach this schedule to their 2016 tax return.

Print neatly in BLOCK LETTERS with a black or blue ballpoint pen only. Print one letter or number in each box. Do not use correction fluid or tape.

2016

Refer to *Losses schedule instructions 2016*, available on our website ato.gov.au for instructions on how to complete this schedule.

Tax file number (TFN)

Name of entity

Australian business number (ABN)

Part A Losses carried forward to the 2016–17 income year – excludes film losses

1 Tax losses carried forward to later income years

| Year of loss | |
|-------------------------------------|----------|
| 2015–16 | B |
| 2014–15 | C |
| 2013–14 | D |
| 2012–13 | E |
| 2011–12 | F |
| 2010–11 and earlier income years | G |
| Total | U |

Transfer the amount at **U** to the **Tax losses carried forward to later income years** label on your tax return.

2 Net capital losses carried forward to later income years

| Year of loss | |
|-------------------------------------|----------|
| 2015–16 | H |
| 2014–15 | I |
| 2013–14 | J |
| 2012–13 | K |
| 2011–12 | L |
| 2010–11 and earlier income years | M |
| Total | V |

Transfer the amount at **V** to the **Net capital losses carried forward to later income years** label on your tax return.

Part B Ownership and same business test – company and listed widely held trust only

Complete item 3 of Part B if a loss is being carried forward to later income years and the same business test has to be satisfied in relation to that loss.
Do not complete items 1 or 2 of Part B if, in the 2015–16 income year, no loss has been claimed as a deduction, applied against a net capital gain or, in the case of companies, losses have not been transferred in or out.

1 Whether continuity of majority ownership test passed

Note: If the entity has deducted, applied, transferred in or transferred out (as applicable) in the 2015–16 income year a loss incurred in any of the listed years, print **X** in the **Yes** or **No** box to indicate whether the entity has satisfied the continuity of majority ownership test in respect of that loss.

| Year of loss | Yes | No | |
|----------------------------------|----------|----|--|
| 2015–16 | A | | Print X in the appropriate box. |
| 2014–15 | B | | Print X in the appropriate box. |
| 2013–14 | C | | Print X in the appropriate box. |
| 2012–13 | D | | Print X in the appropriate box. |
| 2011–12 | E | | Print X in the appropriate box. |
| 2010–11 and earlier income years | F | | Print X in the appropriate box. |

2 Amount of losses deducted/applied for which the continuity of majority ownership test is not passed but the same business test is satisfied – excludes film losses

| | |
|--------------------|----------|
| Tax losses | G |
| Net capital losses | H |

3 Losses carried forward for which the same business test must be satisfied before they can be deducted/applied in later years – excludes film losses

| | |
|--------------------|----------|
| Tax losses | I |
| Net capital losses | J |

4 Do current year loss provisions apply?

Is the company required to calculate its taxable income or tax loss for the year under Subdivision 165-B or its net capital gain or net capital loss for the year under Subdivision 165-CB of the *Income Tax Assessment Act 1997* (ITAA 1997)?

| | | |
|--------------|----|--|
| K Yes | No | Print X in the appropriate box. |
|--------------|----|--|

Part C Unrealised losses – company only

Note: These questions relate to the operation of Subdivision 165-CC of ITAA 1997.

Has a changeover time occurred in relation to the company after 1.00pm by legal time in the Australian Capital Territory on 11 November 1999?

| | | |
|--------------|----|--|
| L Yes | No | Print X in the appropriate box. |
|--------------|----|--|

If you printed **X** in the **No** box at **L**, do not complete **M**, **N** or **O**.

At the changeover time did the company satisfy the maximum net asset value test under section 152-15 of ITAA 1997?

| | | |
|--------------|----|--|
| M Yes | No | Print X in the appropriate box. |
|--------------|----|--|

If you printed **X** in the **No** box at **M**, has the company determined it had an unrealised net loss at the changeover time?

| | | |
|--------------|----|--|
| N Yes | No | Print X in the appropriate box. |
|--------------|----|--|

If you printed **X** in the **Yes** box at **N**, what was the amount of unrealised net loss calculated under section 165-115E of ITAA 1997?

O

Part D Life insurance companies

| | |
|---|----------|
| Complying superannuation class tax losses carried forward to later income years | P |
| Complying superannuation net capital losses carried forward to later income years | Q |

Part E Controlled foreign company losses

Current year CFC losses **M**

CFC losses deducted **N**

CFC losses carried forward **O**

Part F Tax losses reconciliation statement

Balance of tax losses brought forward from the prior income year **A**

ADD Uplift of tax losses of designated infrastructure project entities **B**

SUBTRACT Net forgiven amount of debt **C**

ADD Tax loss incurred (if any) during current year **D**

ADD Tax loss amount from conversion of excess franking offsets **E**

SUBTRACT Net exempt income **F**

SUBTRACT Tax losses forgone **G**

SUBTRACT Tax losses deducted **H**

SUBTRACT Tax losses transferred out under Subdivision 170-A
(only for transfers involving a foreign bank branch or a PE of a foreign financial entity) **I**

Total tax losses carried forward to later income years **J**

Transfer the amount at **J** to the **Tax losses carried forward to later income years** label on your tax return.

If the schedule is not lodged with the income tax return you are required to sign and date the schedule.

Important

Before making this declaration check to ensure that all the information required has been provided on this form and any attachments to this form, and that the information provided is true and correct in every detail. If you are in doubt about any aspect of the tax return, place all the facts before the ATO. The income tax law imposes heavy penalties for false or misleading statements.

Privacy

Taxation law authorises the ATO to collect information and disclose it to other government agencies. This includes personal information of the person authorised to sign the declaration. For information about your privacy go to ato.gov.au/privacy

TAXPAYER'S DECLARATION

I declare that the information on this form is true and correct.

Signature

Contact person

Date Day / Month / Year

Daytime contact number (include area code)

.....**Electronic Lodgment Declaration (SMSF)**

This declaration is to be completed where the tax return is to be lodged via an approved ATO electronic channel. It is the responsibility of the taxpayer to retain this declaration for a period of five years after the declaration is made, penalties may apply for failure to do so.

Privacy

The ATO is authorised by the Taxation Administration Act 1953 to request the provision of tax file numbers (TFNs). The ATO will use the TFNs to identify each partner or beneficiary or entity in our records. It is not an offence not to provide the TFNs. However, you cannot lodge your tax return electronically if you do not quote your TFN.

Taxation law authorises the ATO to collect information and disclose it to other government agencies, including personal information about the person authorised to sign the declaration. For information about privacy go to ato.gov.au/privacy

The Australian Business Register

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

Please refer to the privacy statement on the Australian Business Register (ABR) website (www.abr.gov.au) for further information - it outlines our commitment to safeguarding your details.

Electronic funds transfer - direct debit

Where you have requested an EFT direct debit some of your details will be provided to your financial institution and the Tax Office's sponsor bank to facilitate the payment of your taxation liability from your nominated account.

| | | |
|-----------------|--------------|------|
| Tax File Number | Name of Fund | Year |
|-----------------|--------------|------|

I authorise my tax agent to electronically transmit this tax return via an approved ATO electronic channel.

Important

Before making this declaration please check to ensure that all income has been disclosed and the tax return is true and correct in every detail. If you are in doubt about any aspect of the tax return, place all the facts before the Tax Office. The tax law provides heavy penalties for false or misleading statements on tax returns.

Declaration:

I declare that:

- ■ All the information provided to the agent for the preparation of this tax return, including any applicable schedules is true and correct; and
- ■ I authorise the agent to lodge this tax return.

Signature of Partner, Trustee, or Director

Date

/ /

ELECTRONIC FUNDS TRANSFER CONSENT

This declaration is to be completed when an electronic funds transfer (EFT) of a refund is requested and the tax return is being lodged through an approved ATO electronic channel.

This declaration must be signed by the partner, trustee, director or public officer prior to the EFT details being transmitted to the Tax Office. If you elect for an EFT, all details below must be completed.

Important: Care should be taken when completing EFT details as the payment of any refund will be made to the account specified.

5 Wt i bhBUa Y.....

.....

I authorise the refund to be deposited directly to the specified account

Signature

Date

/ /

.....Tax Agent's 8 YWUfUjcb

I declare that:

- I have prepared this tax return in accordance with the information supplied by the partner, trustee, director or public officer
- I have received a declaration made by the entity that the information provided to me for the preparation of this tax return is true and correct; and
- I am authorised by the partner, trustee, director or public officer to lodge this tax return, including any applicable schedules.

Agent's signature.....

Date

Contact name

Client Reference

Agent's Phone Number.....

HU '5 [YbhBi a VYf



2016 Client Substantiation Declaration

I **confirm** that you have advised me that I must demonstrate that I have incurred an expense for income producing purposes. In addition, you have advised me of the stringent SUBSTANTIATION legislation I must satisfy in relation to work, car and business travel expenses.

In addition, you have informed me that I must obtain original receipts and keep them for a minimum of five years from the date my return is lodged. The receipts must contain the following details:

- name of supplier;
- amount of expense;
- nature of goods and services (noting the specific type of items purchased or expenditure incurred which I am able to personally record up to the date of lodgement of my return where not adequately noted by the supplier);
- date of expense (which I am able to personally record where not noted by the supplier); and
- the date of the documents.

Penalties to apply with incorrect returns

You have also advised me that additional tax, penalties, interest and possible prosecution action may be taken against me by the ATO if I provide details which lead to an incorrect tax return being lodged.

Income from sources in and out of Australia for the year of income

You have advised me that as an Australian resident I must declare income from all sources, in **and out** of Australia, including net capital gains received, for the year of income in my tax return.

Apportionment

Where items are used for both business and private purposes, e.g., car, mobile telephone, home telephone, computer etc, I have records to verify my business usage claim. In addition, my employer will verify that it was necessary to incur such expenditure in earning my assessable income. Further, I have instructed you to prepare the return based on me being able to produce these records, if required.

Audit matters

I further confirm that:

- I. I am aware of the procedures to follow if a document is lost or destroyed;
- II. I may be required to verify any income or expense item noted in my return in the event of an ATO audit;
- III. I understand the Substantiation schedules I completed for all work, car and travel expense claims under self assessment; and
- IV. I have read and understood the return prepared for me.

I declare that:

- a. I have disclosed and you have returned all of the income, including net capital gains which I have earned/received, for the 2016 income year.
- b. All income declared, claims for deductions and tax offsets/rebates included in my return are based on my specific instructions and advice that I satisfy the relevant taxation requirements.
- c. I have all receipts or documentation necessary to substantiate the above claims and I will make them available if required by the Tax Office; and
- d. You have clarified what written evidence (including car/travel records) will be required during an audit and penalties, (including prosecution) that may be applied if incorrect claims are identified in an audit situation.

Dated the day of year

Name: Rancho Relaxo Superfund

Signature of taxpayer:

Rancho Relaxo Superfund

Members Statement

Scott Moller
 9 Fitzroy Street
 Burpengary East, Queensland, 4505, Australia

Your Details

| | | | |
|----------------------------|--------------|-------------------------|--------------|
| Date of Birth : | Provided | Nominated Beneficiaries | N/A |
| Age: | 39 | Vested Benefits | 159,819.36 |
| Tax File Number: | Provided | Total Death Benefit | 1,009,819.36 |
| Date Joined Fund: | 31/10/2014 | Disability Benefit | 550,000.00 |
| Service Period Start Date: | 04/01/1994 | | |
| Date Left Fund: | | | |
| Member Code: | MOLSCO00002A | | |
| Account Start Date | 31/10/2014 | | |
| Account Type: | Accumulation | | |
| Account Description: | Accumulation | | |

Your Balance

| | |
|--------------------------------|------------|
| Total Benefits | 159,819.36 |
| <u>Preservation Components</u> | |
| Preserved | 159,819.36 |
| Unrestricted Non Preserved | |
| Restricted Non Preserved | |
| <u>Tax Components</u> | |
| Tax Free | |
| Taxable | 159,819.36 |

Your Detailed Account Summary

| | This Year | Last Year |
|--|------------|------------|
| Opening balance at 01/07/2015 | 150,334.12 | |
| <u>Increases to Member account during the period</u> | | |
| Employer Contributions | 16,303.02 | 3,508.17 |
| Personal Contributions (Concessional) | | |
| Personal Contributions (Non Concessional) | | |
| Government Co-Contributions | | |
| Other Contributions | | |
| Proceeds of Insurance Policies | | |
| Transfers In | | 147,408.68 |
| Net Earnings | (4,253.53) | 63.53 |
| Internal Transfer In | | |
| <u>Decreases to Member account during the period</u> | | |
| Pensions Paid | | |
| Contributions Tax | 2,445.46 | 526.23 |
| Income Tax | (664.05) | (9.89) |
| No TFN Excess Contributions Tax | | |
| Excess Contributions Tax | | |
| Refund Excess Contributions | | |
| Division 293 Tax | | |
| Insurance Policy Premiums Paid | 782.84 | 129.92 |
| Management Fees | | |
| Member Expenses | | |
| Benefits Paid/Transfers Out | | |
| Superannuation Surcharge Tax | | |
| Internal Transfer Out | | |
| Closing balance at 30/06/2016 | 159,819.36 | 150,334.12 |

Rancho Relaxo Superfund

Members Statement

Trustee's Disclaimer

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

Signed by all the trustees of the fund

Scott Moller
Director

Rancho Relaxo Superfund

Members Statement

Catrina Moller

Your Details

| | | | |
|----------------------------|--------------|-------------------------|-----------|
| Date of Birth : | Provided | Nominated Beneficiaries | N/A |
| Age: | 38 | Vested Benefits | 99,515.74 |
| Tax File Number: | Provided | Total Death Benefit | 99,515.74 |
| Date Joined Fund: | 31/10/2014 | | |
| Service Period Start Date: | 27/01/2000 | | |
| Date Left Fund: | | | |
| Member Code: | MOLCAT00002A | | |
| Account Start Date | 31/10/2014 | | |
| Account Type: | Accumulation | | |
| Account Description: | Accumulation | | |

Your Balance

| | |
|--------------------------------|-----------|
| Total Benefits | 99,515.74 |
| <u>Preservation Components</u> | |
| Preserved | 99,515.74 |
| Unrestricted Non Preserved | |
| Restricted Non Preserved | |
| <u>Tax Components</u> | |
| Tax Free | |
| Taxable | 99,515.74 |

Your Detailed Account Summary

| | This Year | Last Year |
|--|------------|-----------|
| Opening balance at 01/07/2015 | 93,565.04 | |
| <u>Increases to Member account during the period</u> | | |
| Employer Contributions | 9,733.22 | |
| Personal Contributions (Concessional) | | |
| Personal Contributions (Non Concessional) | | |
| Government Co-Contributions | | |
| Other Contributions | | |
| Proceeds of Insurance Policies | | |
| Transfers In | | 93,530.68 |
| Net Earnings | (2,665.03) | 40.47 |
| Internal Transfer In | | |
| <u>Decreases to Member account during the period</u> | | |
| Pensions Paid | | |
| Contributions Tax | 1,459.99 | |
| Income Tax | (342.50) | 6.11 |
| No TFN Excess Contributions Tax | | |
| Excess Contributions Tax | | |
| Refund Excess Contributions | | |
| Division 293 Tax | | |
| Insurance Policy Premiums Paid | | |
| Management Fees | | |
| Member Expenses | | |
| Benefits Paid/Transfers Out | | |
| Superannuation Surcharge Tax | | |
| Internal Transfer Out | | |
| Closing balance at 30/06/2016 | 99,515.74 | 93,565.04 |

Rancho Relaxo Superfund
Members Statement

Trustee's Disclaimer

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

Signed by all the trustees of the fund

Scott Moller
Director

8 February 2021

The Rancho Relaxo Superfund
PO BOX 542
NORTH LAKES QLD 4509

Dear Scott

Enclosed are the following documents for your consideration for the year ended 30 June 2016.

- Financial Statements
- Income Tax Return
- Minutes
- Investment Strategy Template
- Annual Members Statements
- 2016 Annual GST Return

Our estimate indicates the following outcome:

| <i>Tax Payer</i> | <i>Amount</i> | <i>Refund / Payable</i> |
|---|---------------|-------------------------|
| Rancho Relaxo Superfund – Income Tax | \$3,157.90 | Payable |
| Rancho Relaxo Superfund – 2016 GST Return | \$29,229.00 | Refund |

You now need to:

- Check the **Financials, Income Tax Returns and associated documentation** carefully, and if:
 - Correct** ⇨ **please sign** the pages indicated and **return these to our office as soon as possible** for lodgement with the ATO. The onus is on you to return these as soon as possible.
 - Incorrect** ⇨ advise us of the necessary changes immediately
- Retain a copy.** It is important that you retain a copy of our paperwork and your supporting records in accordance with legal requirements. Please refer to this link - <https://www.ato.gov.au/Super/self-managed-super-funds/administering-and-reporting/record-keeping-requirements/>

Please use the payment slip attached to make payment for your superannuation income tax. We ask that you make payment as soon as possible as the ATO may impose penalties. Payment is now overdue.

Investment Strategy

Please note that the Superannuation Laws require that the Trustee of the Fund prepare and implement an investment strategy for their SMSF. This Investment Strategy must be implemented and then regularly reviewed and updated when applicable. Unfortunately, we as the SMSF accountants are not able to provide any advice relating to a particular asset acquisition, or general asset allocations within your SMSF and therefore we are not able to prepare or review an investment strategy on your behalf. We can however provide a template investment strategy for you to complete. Should you wish to engage a financial planner for external investment advice you are welcome to contact our colleague, Norm Sinclair (norm@seedinvest.com.au / 07 3333 1626).

CBA Account Name

Please contact Commonwealth Bank to update account name as 'Rancho Relaxo SMSF Pty Ltd ATF Rancho Relaxo Super Fund' for CBA 10310517 account as soon as possible

Your lodgement is now overdue.

Our account for services will follow shortly and we appreciate payment within our 14 day trading terms.

We thank you for your ongoing support and the opportunity to be of service. Please do not hesitate to contact our office, should you have any queries in relation to the above.

Yours sincerely

Mark Herron
Director

Rancho Relaxo Superfund

Projected Investment Strategy

Overview

The aim of this strategy is to provide the Members with an income on retirement.

Investment Objectives

The Trustee will at all times act prudently to maximise the rate of return, subject to acceptable risk parameters, and maintenance of appropriate diversification across a broad range of assets.

Having considered the risk profile of the fund and the member's needs and circumstances, the trustee has adopted the following objectives for the investment of assets of the fund;

- to achieve an investment return (based on market values and net of tax and charges) that exceeds the CPI by at least 3% per annum when measured over a rolling 5 year period.
- to have a probability of zero or negative returns in any 12 Month period of less than one in five years; and
- have sufficient liquidity to meet liabilities as and when they fall due.

Investment Strategy

The fund will invest in a portfolio of assets according to market conditions and within the ranges specified below:

Asset Allocation

The targeted asset allocation will be in the following ranges:

| <u>Asset Class</u> | <u>Target Range</u> | <u>Benchmark</u> |
|------------------------------|---------------------|------------------|
| Australian Shares | 0 - 0 % | 0 % |
| International Shares | 0 - 0 % | 0 % |
| Cash | 0 - 0 % | 0 % |
| Australian Fixed Interest | 0 - 0 % | 0 % |
| International Fixed Interest | 0 - 0 % | 0 % |
| Mortgages | 0 - 0 % | 0 % |
| Direct Property | 0 - 0 % | 0 % |
| Listed Property | 0 - 0 % | 0 % |
| Other | 0 - 0 % | 0 % |

Quality companies and trusts as supported by research and fundamental analysis will be selected. Direct investments in property, artwork and lease equipment may form part of the strategy provided there is sufficient basis for the decision.

Insurance

The Trustees have considered and consulted Professional Advice where necessary to ensure that all fund members have the correct type and level of insurance. Insurance may be held within or outside the SMSF.

Review and Monitoring

The trustees will monitor and review the fund's investment activities on a regular basis and to communicate with the members should they feel that any change in strategy is necessary in order to achieve the fund's objective.

Date: / /

.....
Scott Moller

Memorandum of Resolutions of the Director(s) of

Rancho Relaxo SMSF Pty Ltd ACN: 605532661

ATF Rancho Relaxo Superfund

FINANCIAL STATEMENTS OF SUPERANNUATION FUND:

It was resolved that the financial statements would be prepared as special purpose financial statements as, in the opinion of the trustee(s), the Superannuation Fund is a non-reporting entity and therefore is not required to comply with all Australian Accounting Standards.

It was further resolved that the financial statements and notes to the financial statements of the Superannuation Fund in respect of the year ended 30 June 2016 thereon be adopted.

TRUSTEE'S DECLARATION:

It was resolved that the trustee's declaration of the Superannuation Fund be signed.

ANNUAL RETURN:

Being satisfied that the Fund had complied with the requirements of the Superannuation Industry (Supervision) Act 1993 (SISA) and Regulations during the year ended 30 June 2016, it was resolved that the annual return be approved, signed and lodged with the Australian Taxation Office.

INVESTMENT STRATEGY:

The allocation of the Fund's assets and the Fund's investment performance over the financial year were reviewed and found to be within the acceptable ranges outlined in the investment strategy. After considering the risk, rate of return, diversification and liquidity of the investments and the ability of the Fund to discharge its existing liabilities, it was resolved that the investment strategy continues to reflect the purposes and circumstances of the Fund and its members. Accordingly, no changes in the investment strategy were required.

INSURANCE COVER:

The trustee(s) reviewed the current life and total and permanent disability insurance coverage on offer to the members and resolved that the current insurance arrangements were appropriate for the Fund.

ALLOCATION OF INCOME:

It was resolved that the income of the Fund would be allocated to the members based on their average daily balance (an alternative allocation basis may be percentage of opening balance).

INVESTMENT ACQUISITIONS:

It was resolved to ratify the investment acquisitions throughout the financial year ended 30 June 2016.

INVESTMENT DISPOSALS:

It was resolved to ratify the investment disposals throughout the financial year ended 30 June 2016.

AUDITORS:

It was resolved that

Tony Boys

of

PO Box 3376, Rundle Mall, South Australia 5000

act as auditors of the Fund for the next financial year.

TAX AGENTS:

It was resolved that

Herron Accountants

act as tax agents of the Fund for the next financial year.

TRUSTEE STATUS:

Each of the trustee(s) confirmed that they are qualified to act as trustee(s) of the Fund and that they are not disqualified persons as defined by s 120 of the SISA.

Memorandum of Resolutions of the Director(s) of

Rancho Relaxo SMSF Pty Ltd ACN: 605532661

ATF Rancho Relaxo Superfund

CONTRIBUTIONS RECEIVED:

It was resolved that the contributions during the year be allocated to members on the basis of the schedule provided by the principal Fund employer.

CLOSURE:

Signed as a true record –

.....

Scott Moller

/ /

Rancho Relaxo Superfund

Trial Balance

As at 30 June 2016

| Last Year | Code | Account Name | Units | Debits \$ | Credits \$ |
|--------------|------------------------|---|-------|--------------|---------------|
| | 24200 | Contributions | | | |
| | 24200/MOLCAT00002 A | (Contributions) Moller, Catrina - Accumulation | | | 9,733.22 |
| (3,508.17) | 24200/MOLSCO00002 A | (Contributions) Moller, Scott - Accumulation | | | 16,303.02 |
| | 25000 | Interest Received | | | |
| (104.00) | 25000/CBA167712228 | CBA Accelerator 17712228 | | | 326.52 |
| | 25000/CBA18193554 | CBA Accelerator 18193554 | | | 1,556.71 |
| | 25000/LTUM | Loan #1 - Urbanman Designs Pty Ltd | | | 600.00 |
| | 25000/LTUM2 | Loan #2 - Urbanman Designs Pty Ltd | | | 875.00 |
| | 28000 | Property Income | | | |
| | 28000/1/37f | 1/37 Flinders Parade, North Lakes QLD, Australia | | | 10,401.52 |
| | 28500 | Transfers In | | | |
| (93,530.68) | 28500/MOLCAT00002 A | (Transfers In) Moller, Catrina - Accumulation | | | |
| (147,408.68) | 28500/MOLSCO00002 A | (Transfers In) Moller, Scott - Accumulation | | | |
| | 30302 | Amortisation Expense | | 378.37 | |
| | 30800 | ASIC Fees | | 292.00 | |
| | 31500 | Bank Charges | | 280.00 | |
| | 35000 | Formation Cost (non-deductible) | | 990.18 | |
| | 37820 | Interest on loans (LRBA) | | | |
| | 37820/1/37f | 1/37 Flinders Parade, North Lakes QLD, Australia | | 4,392.63 | |
| | 38700 | Legal Fees | | 699.00 | |
| | 39000 | Life Insurance Premiums | | | |
| 129.92 | 39000/MOLSCO00002 A | (Life Insurance Premiums) Moller, Scott - Accumulation | | 782.84 | |
| | 41920 | Property Expenses - Advertising | | | |
| | 41920/1/37f | 1/37 Flinders Parade, North Lakes QLD, Australia | | 886.36 | |
| | 41930 | Property Expenses - Agents Management Fees | | | |
| | 41930/1/37f | 1/37 Flinders Parade, North Lakes QLD, Australia | | 5,235.11 | |
| | 41945 | Property Expenses - Body Corporate | | | |
| | 41945/1/37f | 1/37 Flinders Parade, North Lakes QLD, Australia | | 2,710.14 | |

Rancho Relaxo Superfund

Trial Balance

As at 30 June 2016

| Last Year | Code | Account Name | Units | Debits \$ | Credits \$ |
|--------------|------------------------|--|-------|--------------|---------------|
| | 41960 | Property Expenses - Council Rates | | | |
| | 41960/1/37f | 1/37 Flinders Parade, North Lakes QLD, Australia | | 749.31 | |
| | 41980 | Property Expenses - Insurance Premium | | | |
| | 41980/1/37f | 1/37 Flinders Parade, North Lakes QLD, Australia | | 68.70 | |
| | 42020 | Property Expenses - Land Tax | | | |
| | 42020/1/37f | 1/37 Flinders Parade, North Lakes QLD, Australia | | 192.52 | |
| | 42110 | Property Expenses - Sundry Expenses | | | |
| | 42110/1/37f | 1/37 Flinders Parade, North Lakes QLD, Australia | | 3,446.05 | |
| | 42150 | Property Expenses - Water Rates | | | |
| | 42150/1/37f | 1/37 Flinders Parade, North Lakes QLD, Australia | | 357.94 | |
| 522.45 | 48500 | Income Tax Expense | | 2,898.90 | |
| 243,899.16 | 49000 | Profit/Loss Allocation Account | | 15,435.94 | |
| | 50010 | Opening Balance | | | |
| | 50010/MOLCAT00002 A | (Opening Balance) Moller, Catrina - Accumulation | | | 93,565.04 |
| | 50010/MOLSCO00002 A | (Opening Balance) Moller, Scott - Accumulation | | | 150,334.12 |
| | 52420 | Contributions | | | |
| | 52420/MOLCAT00002 A | (Contributions) Moller, Catrina - Accumulation | | | 9,733.22 |
| (3,508.17) | 52420/MOLSCO00002 A | (Contributions) Moller, Scott - Accumulation | | | 16,303.02 |
| | 52850 | Transfers In | | | |
| (93,530.68) | 52850/MOLCAT00002 A | (Transfers In) Moller, Catrina - Accumulation | | | 0.00 |
| (147,408.68) | 52850/MOLSCO00002 A | (Transfers In) Moller, Scott - Accumulation | | | 0.00 |
| | 53100 | Share of Profit/(Loss) | | | |
| (40.47) | 53100/MOLCAT00002 A | (Share of Profit/(Loss)) Moller, Catrina - Accumulation | | 2,665.03 | |
| (63.53) | 53100/MOLSCO00002 A | (Share of Profit/(Loss)) Moller, Scott - Accumulation | | 4,253.53 | |
| | 53330 | Income Tax | | | |
| 6.11 | 53330/MOLCAT00002 A | (Income Tax) Moller, Catrina - Accumulation | | | 342.50 |
| (9.89) | 53330/MOLSCO00002 A | (Income Tax) Moller, Scott - Accumulation | | | 664.05 |

Rancho Relaxo Superfund

Trial Balance

As at 30 June 2016

| Last Year | Code | Account Name | Units | Debits \$ | Credits \$ |
|------------|------------------------|--|--------|-------------------|-------------------|
| | 53800 | Contributions Tax | | | |
| | 53800/MOLCAT00002 A | (Contributions Tax) Moller, Catrina - Accumulation | | 1,459.99 | |
| 526.23 | 53800/MOLSCO00002 A | (Contributions Tax) Moller, Scott - Accumulation | | 2,445.46 | |
| | 53920 | Life Insurance Premiums | | | |
| 129.92 | 53920/MOLSCO00002 A | (Life Insurance Premiums) Moller, Scott - Accumulation | | 782.84 | |
| | 60400 | Bank Accounts | | | |
| | 60400/CBA10310517 | CBA Bus Transaction A/c 10310517 | | 5,707.11 | |
| 230,421.61 | 60400/CBA167712228 | CBA Accelerator 17712228 | | | 0.00 |
| | 60400/CBA18193554 | CBA Accelerator 18193554 | | 73,729.39 | |
| 2,000.00 | 65500 | Other Assets | | | 0.00 |
| | 66000 | Borrowing Cost | | 3,910.63 | |
| | 74200 | Loans to Associated Entities (In house loans) | | | |
| 12,000.00 | 74200/LTUM | Loan #1 - Urbanman Designs Pty Ltd | | 5,786.24 | |
| | 74200/LTUM2 | Loan #2 - Urbanman Designs Pty Ltd | | 18,375.00 | |
| | 77250 | Real Estate Properties (Australian - Non Residential) | | | |
| | 77250/37fli | 37 Flinders Parade, North Lakes QLD, Australia | 1.0000 | 299,986.18 | |
| | 80500 | Amounts owing to other persons | | | |
| | 80500/00005 | Rental Deposit - Toneone Pty Ltd | | | 6,875.00 |
| | 84000 | GST Payable/Refundable | | 29,229.53 | |
| (522.45) | 85000 | Income Tax Payable/Refundable | | | 3,421.35 |
| | 85500 | Limited Recourse Borrowing Arrangements | | | |
| | 85500/1/37f | 1/37 Flinders Parade, North Lakes QLD, Australia | | | 167,092.63 |
| | | | | 488,126.92 | 488,126.92 |

Current Year Profit/(Loss): 18,334.84



Bank Reconciliation - Super Fund

Client Name: Rancho Relaxo Super Fund
 Client Code: MOLL03 Period Ended: 30 June 2016
 Partner/Manager: Stuart Accountant: Jay

Bank: CBA 17712228 Account No: _____
 BGL Code: _____

AS AT

30/06/2016

Balance as per bank statement \$0.00

| | | | |
|---------------------------|------|--|------|
| add: Outstanding deposits | 0.00 | | |
| | 0.00 | | |
| | 0.00 | | 0.00 |
| | | | 0.00 |

less: Outstanding cheques

| Chq No | Code | Amount | |
|--------|------|--------|------|
| | | 0.00 | |
| | | 0.00 | |
| | | 0.00 | 0.00 |

Reconciled Balance \$0.00



Your Statement

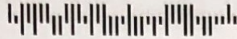
Statement 3 (Page 1 of 1)

Account Number 06 7167 17712228

Statement Period 1 Jul 2015 - 7 Jul 2015

Closing Balance Nil

Enquiries 13 2221
 (24 hours a day, 7 days a week)



036

THE TRUSTEES
 RANCHO RELAXO SUPERFUND
 10 PRICE ST
 NORTH LAKES QLD 4509



Accelerator Cash Account

Name: SCOTT JOHN MOLLER AND CATRINA MOLLER AS
 TRUSTEES FOR RANCHO RELAXO SUPERFUND

Note: Please check that the entries listed on this statement are correct. For further information on your account including; details of features, fees, any errors or complaints, please contact us on the details above. Proceeds of cheques are not available until cleared.

This is your last statement as your account has now been closed

| Date | Transaction | Debit | Credit | Balance |
|--------|---|------------|--------|-----------------|
| 01 Jul | 2015 OPENING BALANCE | | | \$230,421.61 CR |
| 01 Jul | CREDIT INTEREST EARNED on this account to June 30, 2015 is \$104.00 | | | |
| 01 Jul | Credit Interest | | 273.43 | \$230,695.04 CR |
| 07 Jul | Credit Interest | | 53.09 | \$230,748.13 CR |
| 07 Jul | Closed Account Branch 06 2888 | 230,748.13 | | \$0.00 |
| 07 Jul | 2015 CLOSING BALANCE | | | Nil |

| | | | | | | |
|------------------------|---|---------------------|---|----------------------|---|------------------------|
| Opening balance | - | Total debits | + | Total credits | = | Closing balance |
| \$230,421.61 CR | | \$230,748.13 | | \$326.52 | | Nil |

Your Credit Interest Rate Summary

| Date | Balance | Standard Credit Interest Rate (p.a.) |
|--------|-----------------|--------------------------------------|
| 07 Jul | \$0.00 and over | 1.40% |

Note. Interest rates are effective as at the date shown but are subject to change.



Bank Reconciliation - Super Fund

Client Name: Rancho Relaxo Super Fund
 Client Code: MOLL03 Period Ended: 30 June 2016
 Partner/Manager: Stuart Accountant: Jay

Bank: CBA 18193554 ✓ Account No: _____
 BGL Code: _____

AS AT

30/06/2016

Balance as per bank statement \$73,729.39 ✓

| | | | |
|---------------------------|------|------|-----------|
| add: Outstanding deposits | 0.00 | 0.00 | |
| | 0.00 | 0.00 | |
| | 0.00 | 0.00 | 0.00 |
| | | | 73,729.39 |

less: Outstanding cheques

| | Chq No | Code | Amount | |
|---------------------------|--------|------|--------|--------------------|
| | | | 0.00 | |
| | | | 0.00 | |
| | | | 0.00 | 0.00 |
| Reconciled Balance | | | | \$73,729.39 |



Your Statement

Statement 1 (Page 1 of 2)

Account Number 06 7167 18193554

Statement Period 29 Jun 2015 - 30 Sep 2015

Closing Balance \$185,808.11 CR

Enquiries 13 2221
 (24 hours a day, 7 days a week)



036

RANCHO RELAXO SUPERFUND
 10 PRICE ST
 NORTH LAKES QLD 4509



Accelerator Cash Account

Name: RANCHO RELAXO SMSF PTY LTD ATF RANCHO RELAXO SUPERFUND

Note: Please check that the entries listed on this statement are correct. For further information on your account including; details of features, fees, any errors or complaints, please contact us on the details above. Proceeds of cheques are not available until cleared.

| Date | Transaction | Debit | Credit | Balance |
|--------|---|-----------|------------|-----------------|
| 29 Jun | 2015 OPENING BALANCE | | | Nil |
| 07 Jul | Transfer In Branch 06 2888 | | 230,748.13 | \$230,748.13 CR |
| 08 Jul | Transfer to other Bank NetBank Legals Flinders Pd | 3,710.00 | | \$227,038.13 CR |
| 08 Jul | Transfer to CBA A/c CommBank app Loan 2 | 17,500.00 | | \$209,538.13 CR |
| 01 Aug | Credit Interest | | 201.74 | \$209,739.87 CR |
| 10 Aug | Direct Credit 395276 SuperChoice P/L PC06C003-3940769 | | 640.74 | \$210,380.61 CR |
| 11 Aug | Transfer to other Bank NetBank Legals Flinders Pd | 2,370.50 | | \$208,010.11 CR |
| 14 Aug | Transfer to other Bank NetBank Flinders Deposit | 26,077.00 | | \$181,933.11 CR |
| 17 Aug | Direct Debit 000142 AIA AUS SMSF 501214147-170815 | 129.92 | | \$181,803.19 CR |
| 27 Aug | Direct Credit 395276 SuperChoice P/L PC06C010-3966358 | | 1,709.11 | \$183,512.30 CR |
| 01 Sep | Credit Interest | | 230.27 | \$183,742.57 CR |
| 15 Sep | Direct Credit 395276 SuperChoice P/L PC06C003-3991299 | | 961.11 | \$184,703.68 CR |
| 16 Sep | Direct Debit 000142 AIA AUS SMSF 501214147-160915 | 64.96 | | \$184,638.72 CR |
| 28 Sep | Direct Credit 395276 SuperChoice P/L PC06C012-4010652 | | 1,169.39 | \$185,808.11 CR |
| 30 Sep | 2015 CLOSING BALANCE | | | \$185,808.11 CR |

| | | | | | | |
|------------------------|---|---------------------|---|----------------------|---|------------------------|
| Opening balance | - | Total debits | + | Total credits | = | Closing balance |
| Nil | | \$49,852.38 | | \$235,660.49 | | \$185,808.11 CR |

#* 14349.31974.1.1 ZZ258R3 0303 SL.R3.S931.D273.O.V06.00.13



Your Statement

Statement 2 (Page 1 of 2)

Account Number 06 7167 18193554

Statement Period 1 Oct 2015 - 30 Dec 2015

Closing Balance \$190,962.14 CR

Enquiries 13 2221
 (24 hours a day, 7 days a week)



036

RANCHO RELAXO SUPERFUND
 10 PRICE ST
 NORTH LAKES QLD 4509

Accelerator Cash Account

Name: RANCHO RELAXO SMSF PTY LTD ATF RANCHO RE
 LAXO SUPERFUND

Note: Please check that the entries listed on this statement are correct. For further information on your account including; details of features, fees, any errors or complaints, please contact us on the details above. Proceeds of cheques are not available until cleared.

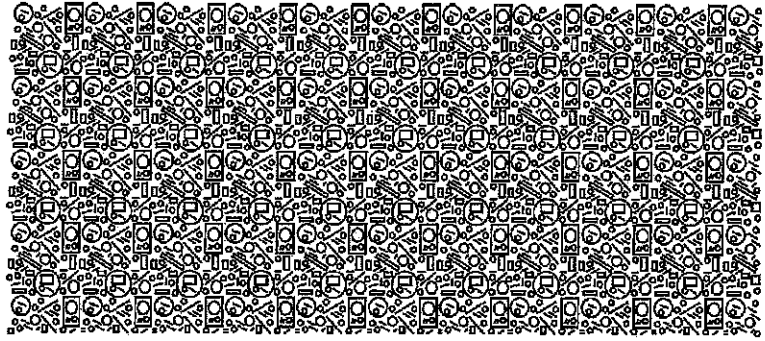
| Date | Transaction | Debit | Credit | Balance |
|--------|--|----------|----------|-----------------|
| 01 Oct | 2015 OPENING BALANCE | | | \$185,808.11 CR |
| 01 Oct | Credit Interest | | 212.12 | \$186,020.23 CR |
| 15 Oct | Direct Debit 000142 AIA AUS SMSF 501214147-151015 | 64.96 | | \$185,955.27 CR |
| 16 Oct | Direct Credit 395276 SuperChoice P/L PC06C003-4030883 | | 654.08 | \$186,609.35 CR |
| 28 Oct | Direct Credit 395276 SuperChoice P/L PC06C012-4012145 | | 1,454.39 | \$188,063.74 CR |
| 01 Nov | Credit Interest | | 221.77 | \$188,285.51 CR |
| 10 Nov | Direct Credit 395276 SuperChoice P/L PC06C003-4095626 | | 163.52 | \$188,449.03 CR |
| 10 Nov | Direct Credit 395276 SuperChoice P/L PC06C003-4095639 | | 679.61 | \$189,128.64 CR |
| 16 Nov | Direct Debit 000142 AIA AUS SMSF 501214147-161115 | 64.96 | | \$189,063.68 CR |
| 26 Nov | Transfer to other Bank NetBank Flinders Marketing | 975.00 | | \$188,088.68 CR |
| 26 Nov | Direct Credit 395276 SuperChoice P/L PC06C013-4115975 | | 1,169.39 | \$189,258.07 CR |
| 01 Dec | Credit Interest | | 217.34 | \$189,475.41 CR |
| 03 Dec | Transfer to other Bank NetBank Legals | 1,430.00 | | \$188,045.41 CR |
| 08 Dec | Direct Credit 395276 SuperChoice P/L PC06C003-4140587 | | 906.15 | \$188,951.56 CR |
| 15 Dec | Direct Debit 000142 AIA AUS SMSF 501214147-151215 | 64.96 | | \$188,886.60 CR |
| 29 Dec | Direct Credit 395276 SuperChoice P/L PC06C011-4133992 | | 1,169.39 | \$190,055.99 CR |



*# 8952.41526.1.1 ZZ258R3 0303 SL R3 S933 D354 Q V06.00.13

Account Number

06 7167 18193554



| Date | Transaction | Debit | Credit | Balance |
|--------|--|-------|--------|-----------------|
| 29 Dec | Direct Credit 395276 SuperChoice P/L PC06C003-4167532 | | 906.15 | \$190,962.14 CR |
| 30 Dec | 2015 CLOSING BALANCE | | | \$190,962.14 CR |

| | | | | | | |
|------------------------|---|---------------------|---|----------------------|---|------------------------|
| Opening balance | - | Total debits | + | Total credits | = | Closing balance |
| \$185,808.11 CR | | \$2,599.88 | | \$7,753.91 | | \$190,962.14 CR |

Your Credit Interest Rate Summary

| Date | Balance | Standard Credit Interest Rate (p.a.) |
|--------|-----------------|--------------------------------------|
| 30 Dec | \$0.00 and over | 1.30% |

Note. Interest rates are effective as at the date shown but are subject to change.



Your Statement

Statement 3 (Page 1 of 2)

Account Number 06 7167 18193554

Statement Period 31 Dec 2015 - 30 Mar 2016

Closing Balance \$42,226.60 CR

Enquiries 13 2221
 (24 hours a day, 7 days a week)



036

RANCHO RELAXO SUPERFUND
 10 PRICE ST
 NORTH LAKES QLD 4509

Accelerator Cash Account

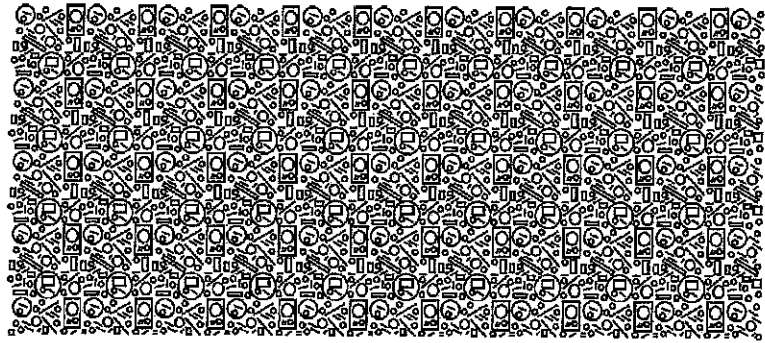
Name: RANCHO RELAXO SMSF PTY LTD ATF RANCHO RE
 LAXO SUPERFUND

Note: Please check that the entries listed on this statement are correct. For further information on your account including; details of features, fees, any errors or complaints, please contact us on the details above. Proceeds of cheques are not available until cleared.

| Date | Transaction | Debit | Credit | Balance |
|-------------|--|------------|----------|-----------------|
| 31 Dec 2015 | OPENING BALANCE | | | \$190,962.14 CR |
| 01 Jan | Credit Interest | | 213.85 | \$191,175.99 CR |
| 08 Jan | Wdl Branch The Gap | 152,030.00 | | \$39,145.99 CR |
| 15 Jan | Direct Debit 000142 AIA AUS SMSF 501214147-150116 | 64.96 | | \$39,081.03 CR |
| 15 Jan | Direct Debit 457250 ESUPERFUND 287176_ | 699.00 | | \$38,382.03 CR |
| 29 Jan | Direct Credit 395276 SuperChoice P/L PC06C010-4222020 | | 1,454.39 | \$39,836.42 CR |
| 01 Feb | Credit Interest | | 80.82 | \$39,917.24 CR |
| 08 Feb | Direct Credit 395276 SuperChoice P/L PC06C001-4217978 | | 906.15 | \$40,823.39 CR |
| 15 Feb | Direct Debit 000142 AIA AUS SMSF 501214147-150216 | 64.96 | | \$40,758.43 CR |
| 23 Feb | Direct Debit 106209 RANCHO RELACO SU LOAN REPAYMENT | 1,108.00 | | \$39,650.43 CR |
| 25 Feb | Direct Credit 395276 SuperChoice P/L PC06C011-4243634 | | 1,169.39 | \$40,819.82 CR |
| 01 Mar | Credit Interest | | 41.84 | \$40,861.66 CR |
| 15 Mar | Direct Credit 395276 SuperChoice P/L PC06C002-4296724 | | 1,368.51 | \$42,230.17 CR |
| 15 Mar | Direct Debit 000142 AIA AUS SMSF 501214147-150316 | 64.96 | | \$42,165.21 CR |
| 23 Mar | Direct Debit 106209 RANCHO RELACO SU LOAN REPAYMENT | 1,108.00 | | \$41,057.21 CR |

Account Number

06 7167 18193554



| Date | Transaction | Debit | Credit | Balance | | | |
|------------------------|--|----------|---------------------|----------------|----------------------|----------|------------------------|
| 24 Mar | Direct Credit 395276 SuperChoice P/L PC06C011-4325106 | | 1,169.39 | \$42,226.60 CR | | | |
| 30 Mar | 2016 CLOSING BALANCE | | | \$42,226.60 CR | | | |
| Opening balance | | - | Total debits | + | Total credits | = | Closing balance |
| | \$190,962.14 CR | | \$155,139.88 | | \$6,404.34 | | \$42,226.60 CR |

Your Credit Interest Rate Summary

| Date | Balance | Standard Credit Interest Rate (p.a.) |
|--------|-----------------|---|
| 30 Mar | \$0.00 and over | 1.30% |

Note. Interest rates are effective as at the date shown but are subject to change.



Your Statement

Statement 4 (Page 1 of 2)

Account Number 06 7167 18193554

Statement Period 31 Mar 2016 - 30 Jun 2016

Closing Balance \$73,729.39 CR

Enquiries 13 2221
 (24 hours a day, 7 days a week)



036

RANCHO RELAXO SUPERFUND
 10 PRICE ST
 NORTH LAKES QLD 4509

Accelerator Cash Account

Name: RANCHO RELAXO SMSF PTY LTD ATF RANCHO RELAXO SUPERFUND

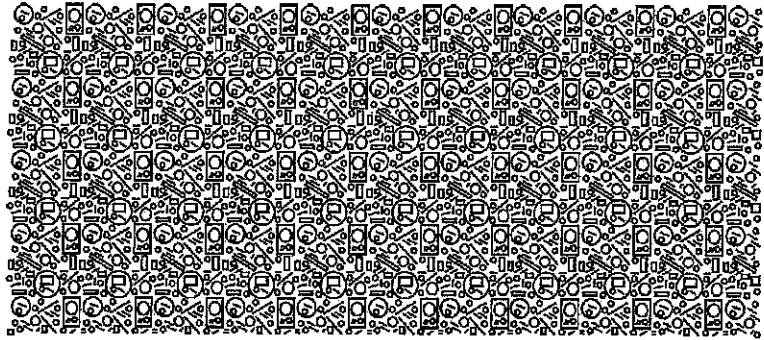
Note: Please check that the entries listed on this statement are correct. For further information on your account including; details of features, fees, any errors or complaints, please contact us on the details above. Proceeds of cheques are not available until cleared.

| Date | Transaction | Debit | Credit | Balance |
|-------------|---|----------|----------|----------------|
| 31 Mar 2016 | OPENING BALANCE | | | \$42,226.60 CR |
| 01 Apr | Credit Interest | | 45.88 | \$42,272.48 CR |
| 15 Apr | Direct Debit 000142 AIA AUS SMSF 501214147-150416 | 64.96 | | \$42,207.52 CR |
| 20 Apr | Direct Credit 395276 SuperChoice P/L PC06C002-4354344 | | 915.44 | \$43,122.96 CR |
| 26 Apr | Direct Debit 106209 RANCHO RELACO SU LOAN REPAYMENT | 1,108.00 | | \$42,014.96 CR |
| 27 Apr | Direct Credit 395276 SuperChoice P/L PC06C011-4359222 | | 1,204.48 | \$43,219.44 CR |
| 01 May | Credit Interest | | 45.46 | \$43,264.90 CR |
| 05 May | UNITYWATER NetBank BPAY 130393 0997895099 | 265.11 | | \$42,999.79 CR |
| 07 May | ASIC NetBank BPAY 17301 2296055326617 ASIC RR SMSF P L | 46.00 | | \$42,953.79 CR |
| 11 May | Direct Credit 395276 SuperChoice P/L PC06C002-4374069 | | 915.44 | \$43,869.23 CR |
| 16 May | Direct Debit 000142 AIA AUS SMSF 501214147-160516 | 64.96 | | \$43,804.27 CR |
| 23 May | Direct Debit 106209 RANCHO RELACO SU LOAN REPAYMENT | 1,108.00 | | \$42,696.27 CR |
| 26 May | Direct Credit 395276 SuperChoice P/L PC06C010-4410734 | | 1,204.48 | \$43,900.75 CR |
| 01 Jun | Credit Interest | | 45.62 | \$43,946.37 CR |
| 07 Jun | Direct Credit 395276 SuperChoice P/L PC06C002-4419898 | | 915.44 | \$44,861.81 CR |
| 15 Jun | Direct Debit 000142 AIA AUS SMSF 501214147-150616 | 68.28 | | \$44,793.53 CR |
| 23 Jun | Direct Debit 106209 RANCHO RELACO SU LOAN REPAYMENT | 1,108.00 | | \$43,685.53 CR |
| 24 Jun | Direct Credit 395276 SuperChoice P/L PC06C010-4450758 | | 2,025.62 | \$45,711.15 CR |

*# 18408.38820.1.1 ZZ258R3 0303 SL.R3.S931.D182.O.V06.00.14

Account Number

06 7167 18193554



| Date | Transaction | Debit | Credit | Balance |
|--------|--|-------|-----------|----------------|
| 24 Jun | Direct Credit 395276 SuperChoice P/L PC06C010-4450272 | | 1,204.48 | \$46,915.63 CR |
| 27 Jun | Transfer from NetBank | | 20,000.00 | \$66,915.63 CR |
| 30 Jun | Transfer from NetBank Loan1 Repayment | | 2,771.70 | \$69,687.33 CR |
| 30 Jun | Transfer from NetBank Loan2 Repayment | | 4,042.06 | \$73,729.39 CR |
| 30 Jun | 2016 CLOSING BALANCE | | | \$73,729.39 CR |



| | | | | | | |
|------------------------|---|---------------------|---|----------------------|---|------------------------|
| Opening balance | - | Total debits | + | Total credits | = | Closing balance |
| \$42,226.60 CR | | \$3,833.31 | | \$35,336.10 | | \$73,729.39 CR |

Your Credit Interest Rate Summary

| Date | Balance | Standard Credit Interest Rate (p.a.) |
|--------|-----------------|---|
| 30 Jun | \$0.00 and over | 0.90% |

Note. Interest rates are effective as at the date shown but are subject to change.



Bank Reconciliation - Super Fund

Client Name: Rancho Relaxo Super Fund
 Client Code: MOLL03 Period Ended: 30 June 2016
 Partner/Manager: Stuart Accountant: Jay

Bank: CBA 10310517 Account No: _____
 BGL Code: _____

AS AT

30/06/2016

Balance as per bank statement \$5,707.11

| | | | |
|---------------------------|--|------|----------|
| add: Outstanding deposits | | 0.00 | |
| | | 0.00 | |
| | | 0.00 | 0.00 |
| | | | 5,707.11 |

| | | | |
|---------------------------|------|--------|------|
| less: Outstanding cheques | | | |
| Chq No | Code | Amount | |
| | | 0.00 | |
| | | 0.00 | 0.00 |

Reconciled Balance \$5,707.11



Account Number 06 4185 10310517

Statement Period 15 Apr 2016 - 30 Jun 2016

Closing Balance \$5,707.11 CR

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



036

THE DIRECTOR
 10 PRICE ST
 NORTH LAKES QLD 4509

Business Transaction Account

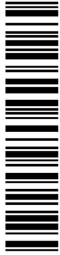
If this account has an attached overdraft limit or facility which is secured over your primary place of residence or over a residential investment property you should ensure that the property is insured in accordance with the terms and conditions of the mortgage. If you have any queries about your insurance cover you should contact your insurer. Information on property insurance can also be found on www.moneysmart.gov.au

Name: RANCHO RELAXO INVESTMENTS PTY. LTD.

Note: Please check that the entries listed on this statement are correct. For further information on your account including; details of features, fees, any errors or complaints, please contact us on the details above. Proceeds of cheques are not available until cleared.

| Date | Transaction | Debit | Credit | Balance |
|--------|---|-----------|-----------|----------------|
| 15 Apr | 2016 OPENING BALANCE | | | Nil |
| 15 Apr | Chq Dep Branch North Lakes | | 16,338.57 | \$16,338.57 CR |
| 12 May | MBRC PAYMENTS NetBank BPAY 7062 008245094 MBRC RATES | 521.05 | | \$15,817.52 CR |
| 12 May | DEFT PAYMENTS NetBank BPAY 96503 24327040210000000012 Body Corp Fees | 1,168.75 | | \$14,648.77 CR |
| 12 May | DEFT PAYMENTS NetBank BPAY 96503 24327040210000000012 Body Corp Fees | 1,168.75 | | \$13,480.02 CR |
| 16 May | Direct Debit 181547 ALLIANZ INSURE 109104420014816137 | 37.48 | | \$13,442.54 CR |
| 01 Jun | Account Fee | 10.00 | | \$13,432.54 CR |
| 02 Jun | Direct Credit 266972 TONEONE PTY LTD TRANSFER FLINDERS | | 9,976.55 | \$23,409.09 CR |
| 04 Jun | ASIC NetBank BPAY 17301 2296060453364 ASIC RR INVEST | 246.00 | | \$23,163.09 CR |
| 13 Jun | Direct Debit 181547 ALLIANZ INSURE 109104420017916165 | 37.48 | | \$23,125.61 CR |
| 27 Jun | Transfer to CBA A/c NetBank RR Invest TRN | 20,000.00 | | \$3,125.61 CR |
| 30 Jun | Direct Credit 266972 TONEONE PTY LTD TRANSFER FLINDERS | | 2,581.50 | \$5,707.11 CR |
| 30 Jun | 2016 CLOSING BALANCE | | | \$5,707.11 CR |

| | | | | | | |
|------------------------|---|---------------------|---|----------------------|---|------------------------|
| Opening balance | - | Total debits | + | Total credits | = | Closing balance |
| Nil | | \$23,189.51 | | \$28,896.62 | | \$5,707.11 CR |



*# 18325.38664.1.1.ZZ258R3.0303.SL.R3.S931.D182.OV06.00.14



Bank Loan Reconciliation

Client Name: Rancho Relaxo Super Fund Period Ended: 30 June 2016
Client Code: MOLL03 Accountant: Jay

Bank St George Account No 334-056 554379681

Balance per bank statement 167,092.63

Balance per BGL 167,092.63

Variance 0.00

Interest paid for the year

| Month | Amount |
|-----------|-----------------|
| July | 0.00 |
| August | 0.00 |
| September | 0.00 |
| October | 0.00 |
| November | 0.00 |
| December | 0.00 |
| January | 269.26 |
| February | 788.01 |
| March | 860.31 |
| April | 832.21 |
| May | 847.77 |
| June | 795.07 |
| | 4,392.63 |

Statement of Account

Please check all entries on this statement. Please inform the Bank promptly of any error or unauthorised transaction.

Account Number: 554379681

Branch: 334-056

RANCHO RELAXO SUPERFUND

Period Ended: 29 FEB 2016

ABN/Tax File No.: HELD

Page Number: 2



THE DIRECTORS
 RANCHO RELAXO SMSF PTY LTD ATF
 10 PRICE STREET
 NORTH LAKES QLD 4509



| Date | Particulars | Debit | Credit | Balance |
|---------|---|--------|----------|--------------|
| 01FEB16 | OPENING BALANCE | | | 168,309.26DR |
| | DEBIT INTEREST RATE 5.850% FROM 01FEB16 | | | |
| | DEFAULT RATE 8.850%(ON EXCESS) FROM 01FEB16 | | | |
| | DEBIT INTEREST RATE 6.040% FROM 22FEB16 | | | |
| | DEFAULT RATE 9.040%(ON EXCESS) FROM 22FEB16 | | | |
| 23FEB | RANCHO RELAXO SUPER LOAN REPAYMENT | | 1,108.00 | 167,201.26DR |
| 29FEB | INTEREST CHARGES FROM 01FEB16 TO 29FEB16 | 788.01 | | 167,989.27DR |
| 29FEB | SERVICE CHARGE | 40.00 | | 168,029.27DR |
| 29FEB | CLOSING BALANCE | | | 168,029.27DR |
| | TOTAL | 828.01 | 1,108.00 | |

For loans secured by your home/investment property, the mortgage terms require the property to be insured. Please review the replacement value of the property and check with your insurer to ensure you have adequate cover. For general information on property insurance, visit ASIC's MoneySmart website: www.moneysmart.gov.au. To discuss your specific insurance needs contact your current insurer visit your local branch or call us on 1300786829

Statement of Account

Please check all entries on this statement. Please inform the Bank promptly of any error or unauthorised transaction.



THE DIRECTORS
 RANCHO RELAXO SMSF PTY LTD ATF
 10 PRICE STREET
 NORTH LAKES QLD 4509

Account Number: 554379681

Branch: 334-056

RANCHO RELAXO SUPERFUND

Period Ended: 31 MAR 2016

ABN/Tax File No.: HELD

Page Number: 3

| Date | Particulars | Debit | Credit | Balance |
|---------|--|--------|----------|--------------|
| 01MAR16 | OPENING BALANCE | | | 168,029.27DR |
| | DEBIT INTEREST RATE 6.040% FROM 01MAR16 DEFAULT RATE 9.040%(ON EXCESS) FROM 01MAR16 | | | |
| 23MAR | RANCHO RELAXO SUPER LOAN REPAYMENT | | 1,108.00 | 166,921.27DR |
| 31MAR | INTEREST CHARGES FROM 01MAR16 TO 31MAR16 | 860.31 | | 167,781.58DR |
| 31MAR | SERVICE CHARGE | 40.00 | | 167,821.58DR |
| 31MAR | CLOSING BALANCE | | | 167,821.58DR |
| | TOTAL | 900.31 | 1,108.00 | |

For loans secured by your home/investment property, the mortgage terms require the property to be insured. Please review the replacement value of the property and check with your insurer to ensure you have adequate cover. For general information on property insurance, visit ASIC's MoneySmart website: www.moneysmart.gov.au. To discuss your specific insurance needs contact your current insurer visit your local branch or call us on 1300786829

Statement of Account

Please check all entries on this statement. Please inform the Bank promptly of any error or unauthorised transaction.

Account Number: 554379681

Branch: 334-056

RANCHO RELAXO SUPERFUND

Period Ended: 30 APR 2016

ABN/Tax File No.: HELD

Page Number: 4



THE DIRECTORS
 RANCHO RELAXO SMSF PTY LTD ATF
 10 PRICE STREET
 NORTH LAKES QLD 4509



| Date | Particulars | Debit | Credit | Balance |
|---------|---|--------|----------|--------------|
| 01APR16 | OPENING BALANCE | | | 167,821.58DR |
| | DEBIT INTEREST RATE 6.040% FROM 01APR16 | | | |
| | DEFAULT RATE 9.040%(ON EXCESS) FROM 01APR16 | | | |
| 26APR | RANCHO RELAXO SUPER LOAN REPAYMENT | | 1,108.00 | 166,713.58DR |
| 30APR | INTEREST CHARGES FROM 01APR16 TO 30APR16 | 832.21 | | 167,545.79DR |
| 30APR | SERVICE CHARGE | 40.00 | | 167,585.79DR |
| 30APR | CLOSING BALANCE | | | 167,585.79DR |
| | TOTAL | 872.21 | 1,108.00 | |

STG-D120.BAR.COM.NDX.bsf.prs-0023252-0000001-58-NNN

For loans secured by your home/investment property, the mortgage terms require the property to be insured. Please review the replacement value of the property and check with your insurer to ensure you have adequate cover. For general information on property insurance, visit ASIC's MoneySmart website: www.moneysmart.gov.au. To discuss your specific insurance needs contact your current insurer visit your local branch or call us on 1300786829

Statement of Account

Please check all entries on this statement. Please inform the Bank promptly of any error or unauthorised transaction.

Account Number: 554379681

Branch: 334-056

RANCHO RELAXO SUPERFUND

Period Ended: 31 MAY 2016

ABN/Tax File No.: HELD

Page Number: 5



THE DIRECTORS
 RANCHO RELAXO SMSF PTY LTD ATF
 10 PRICE STREET
 NORTH LAKES QLD 4509



| Date | Particulars | Debit | Credit | Balance |
|---------|---|--------|----------|--------------|
| 01MAY16 | OPENING BALANCE | | | 167,585.79DR |
| | DEBIT INTEREST RATE 6.040% FROM 01MAY16 | | | |
| | DEFAULT RATE 9.040%(ON EXCESS) FROM 01MAY16 | | | |
| | DEBIT INTEREST RATE 5.790% FROM 23MAY16 | | | |
| | DEFAULT RATE 8.790%(ON EXCESS) FROM 23MAY16 | | | |
| 23MAY | RANCHO RELAXO SUPER LOAN REPAYMENT | | 1,108.00 | 166,477.79DR |
| 31MAY | INTEREST CHARGES FROM 01MAY16 TO 31MAY16 | 847.77 | | 167,325.56DR |
| 31MAY | SERVICE CHARGE | 40.00 | | 167,365.56DR |
| 31MAY | CLOSING BALANCE | | | 167,365.56DR |
| | TOTAL | 887.77 | 1,108.00 | |

STG.D152.BAR.COM.NDX.bs1.prs-0022566-0000001-58-NINN

For loans secured by your home/investment property, the mortgage terms require the property to be insured. Please review the replacement value of the property and check with your insurer to ensure you have adequate cover. For general information on property insurance, visit ASIC's MoneySmart website: www.moneysmart.gov.au. To discuss your specific insurance needs contact your current insurer visit your local branch or call us on 1300786829

Statement of Account

Please check all entries on this statement. Please inform the Bank promptly of any error or unauthorised transaction.

Account Number: 554379681

Branch: 334-056

RANCHO RELAXO SUPERFUND

Period Ended: 30 JUN 2016

ABN/Tax File No.: HELD

Page Number: 6



THE DIRECTORS
 RANCHO RELAXO SMSF PTY LTD ATF
 10 PRICE STREET
 NORTH LAKES QLD 4509



| Date | Particulars | Debit | Credit | Balance |
|---------|---|--------|----------|--------------|
| 01JUN16 | OPENING BALANCE | | | 167,365.56DR |
| | DEBIT INTEREST RATE 5.790% FROM 01JUN16 | | | |
| | DEFAULT RATE 8.790%(ON EXCESS) FROM 01JUN16 | | | |
| 23JUN | RANCHO RELAXO SUPER LOAN REPAYMENT | | 1,108.00 | 166,257.56DR |
| 30JUN | INTEREST CHARGES FROM 01JUN16 TO 30JUN16 | 795.07 | | 167,052.63DR |
| 30JUN | SERVICE CHARGE | 40.00 | | 167,092.63DR |
| 30JUN | CLOSING BALANCE | | | 167,092.63DR |
| | TOTAL | 835.07 | 1,108.00 | |

Rancho Relaxo Superfund

Detailed Activity Statement Preparation Report

For The Period 01 July 2015 - 30 June 2016

| Description | Reference | Gross(Inc GST) | GST Rate | GST |
|--|--|-------------------|----------|------------------|
| Income | | | | |
| Sales | | | | |
| Property Income | | | | |
| 1/37 Flinders Parade, North Lakes QLD, Australia | | | | |
| 30/06/2016 | 1/37 Flinders Parade, North Lakes QLD, Australia | 11,441.67 | 100% | 1,040.15 |
| | | <u>11,441.67</u> | | <u>1,040.15</u> |
| | | 11,441.67 | | 1,040.15 |
| Total Sales | G1 | <u>11,441.67</u> | | |
| Total GST collected on Sales | 1A | | | <u>1,040.15</u> |
| Expenses | | | | |
| Capital Purchases | | | | |
| Real Estate Properties (Australian - Non Residential) | | | | |
| 37 Flinders Parade, North Lakes QLD, Australia | | | | |
| 22/01/2016 | 37 Flinders Parade, North Lakes QLD, Australia | 308,854.70 | 100% | 28,077.70 |
| 22/01/2016 | 37 Flinders Parade, North Lakes QLD, Australia | 1,430.00 | 100% | 130.00 |
| 22/01/2016 | 37 Flinders Parade, North Lakes QLD, Australia | 1,301.63 | 100% | 118.33 |
| 22/01/2016 | 37 Flinders Parade, North Lakes QLD, Australia | 8,199.00 | 100% | 709.62 |
| | | <u>319,785.33</u> | | <u>29,035.65</u> |
| | | 319,785.33 | | 29,035.65 |
| Total Capital Purchases | G10 | <u>319,785.33</u> | | |
| Non Capital Purchases | | | | |
| Property Expenses - Advertising | | | | |
| 1/37 Flinders Parade, North Lakes QLD, Australia | | | | |
| 26/11/2015 | 1/37 Flinders Parade, North Lakes QLD, Australia | 975.00 | 100% | 88.64 |
| | | <u>975.00</u> | | <u>88.64</u> |
| | | 975.00 | | 88.64 |
| Property Expenses - Agents Management Fees | | | | |
| 1/37 Flinders Parade, North Lakes QLD, Australia | | | | |
| 30/06/2016 | 1/37 Flinders Parade, North Lakes QLD, Australia | 5,758.62 | 100% | 523.51 |
| | | <u>5,758.62</u> | | <u>523.51</u> |
| | | 5,758.62 | | 523.51 |

| Description | Reference | Gross(Inc GST) | GST Rate | GST |
|--|--|-----------------|----------|---------------|
| Property Expenses - Body Corporate | | | | |
| 1/37 Flinders Parade, North Lakes QLD, Australia | | | | |
| 22/01/2016 | 1/37 Flinders Parade, North Lakes QLD, Australia | 530.07 | 100% | 48.19 |
| 22/01/2016 | 1/37 Flinders Parade, North Lakes QLD, Australia | 113.59 | 100% | 10.33 |
| 12/05/2016 | 1/37 Flinders Parade, North Lakes QLD, Australia | 1,168.75 | 100% | 106.25 |
| 12/05/2016 | 1/37 Flinders Parade, North Lakes QLD, Australia | 1,168.75 | 100% | 106.25 |
| | | <u>2,981.16</u> | | <u>271.02</u> |
| | | 2,981.16 | | 271.02 |
| Property Expenses - Council Rates | | | | |
| 1/37 Flinders Parade, North Lakes QLD, Australia | | | | |
| 22/01/2016 | 1/37 Flinders Parade, North Lakes QLD, Australia | 228.26 | GST Free | 0.00 |
| 12/05/2016 | 1/37 Flinders Parade, North Lakes QLD, Australia | 521.05 | GST Free | |
| | | <u>749.31</u> | | <u>0.00</u> |
| | | 749.31 | | 0.00 |
| Property Expenses - Insurance Premium | | | | |
| 1/37 Flinders Parade, North Lakes QLD, Australia | | | | |
| 16/05/2016 | 1/37 Flinders Parade, North Lakes QLD, Australia | 34.43 | 100% | 3.13 |
| 13/06/2016 | 1/37 Flinders Parade, North Lakes QLD, Australia | 34.43 | 100% | 3.13 |
| | | <u>68.86</u> | | <u>6.26</u> |
| | | 68.86 | | 6.26 |
| Property Expenses - Land Tax | | | | |
| 1/37 Flinders Parade, North Lakes QLD, Australia | | | | |
| 22/01/2016 | 1/37 Flinders Parade, North Lakes QLD, Australia | 192.52 | GST Free | |
| | | <u>192.52</u> | | <u>0.00</u> |
| | | 192.52 | | 0.00 |
| Property Expenses - Sundry Expenses | | | | |
| 1/37 Flinders Parade, North Lakes QLD, Australia | | | | |
| 22/01/2016 | 1/37 Flinders Parade, North Lakes QLD, Australia | 3,790.65 | 100% | 344.60 |
| | | <u>3,790.65</u> | | <u>344.60</u> |
| | | 3,790.65 | | 344.60 |
| Property Expenses - Water Rates | | | | |
| 1/37 Flinders Parade, North Lakes QLD, Australia | | | | |
| 22/01/2016 | 1/37 Flinders Parade, North Lakes QLD, Australia | 92.83 | GST Free | |
| 05/05/2016 | 1/37 Flinders Parade, North Lakes QLD, Australia | 265.11 | GST Free | 0.00 |

| Description | Reference | Gross(Inc GST) | GST Rate | GST |
|------------------------------------|-----------|----------------|----------|-----------|
| | | 357.94 | | 0.00 |
| | | 357.94 | | 0.00 |
| Total Non Capital Purchases | G11 | 14,874.06 | | |
| Total GST Paid on Purchases | 1B | | | 30,269.68 |

BAS Summary

| | | | | | |
|------------------------------------|------------|------------|-------------------------------------|-----------|-------------|
| Total Sales | G1 | 11,441.67 | Total GST Collected on Sales | 1A | 1,040.15 |
| Total Capital Purchases | G10 | 319,785.33 | Total GST Paid on Purchases | 1B | 30,269.68 |
| Total Non Capital Purchases | G11 | 14,874.06 | GST Payable / (Refundable) | | (29,229.53) |



GST Reconciliation

Client Name: Rancho Relaxo Super Fund
 Client Code: MOLL03 Period Ended: 30 June 2016
 Partner/Manager: Stuart Accountant: Jay

Details from BAS:

| Period | GST Collected | GST Paid | PAYG Withholding | PAYG Instalment | FBT Instalment | Deferred Coy Instal | Payment / Refund |
|-----------|--|----------|------------------|-----------------|----------------|---------------------|------------------|
| July | | | | | | | 0 |
| August | | | | | | | 0 |
| September | | | | | | | |
| October | | | | | | | |
| November | | | | | | | |
| December | 2016 ANNUAL GST RETURN IS NOT LODGED BY CLIENT | | | | | | |
| January | | | | | | | |
| February | | | | | | | |
| March | | | | | | | |
| April | | | | | | | |
| May | | | | | | | |
| June | | | | | | | |
| | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

Details from Accounts:

84000

| | |
|------------------------|-----------|
| GST Per Accounts | 29,229.53 |
| GST as per GST summary | 29,229.53 |
| GST Variance | (\$0.00) |

2016 ANNUAL GST RETURN IS NOT LODGED. WE HAVE PREPARED THE ANNUAL STATEMENT.

GST summary

| | G1 | G11 | G10 | 1A | 1B | Net |
|--|------------------|-----------|------------|----------|------------------|------------------|
| Purchase of property | | | 308,854.70 | | 28,077.70 | 28,077.70 |
| Body corp - in settlement | | 530.07 | | | 48.19 | 48.19 |
| Body corp - in settlement | | 113.59 | | | 10.33 | 10.33 |
| Body corp | | 1,168.75 | | | 106.25 | 106.25 |
| Body corp | | 1,168.75 | | | 106.25 | 106.25 |
| Rent invoice belong to previous owner | | 3,790.65 | | | 344.60 | 344.60 |
| Solicitor fees - for property purchase | | | 1,301.63 | | 118.33 | 118.33 |
| Solicitor fees - for property purchase | | | 8,199.00 | | 709.62 | 709.63 |
| Solicitor fees - for property purchase | | | 1,430.00 | | 130.00 | 130.00 |
| Rental expenses - as per agent's statement | | 5,758.62 | | | 523.51 | 523.51 |
| Rental income - as per agent's statement | 11,441.67 | | | 1,040.15 | | - 1,040.15 |
| Advertising for rent | | 975.00 | | | 88.64 | 88.64 |
| Insurance | | 74.96 | | | 6.26 | 6.26 |
| | 11,441.67 | 13,580.39 | 319,785.33 | 1,040.15 | 30,269.68 | 29,229.53 |



Australian Government
Australian Taxation Office

Agent HERRON ACCOUNTANTS
Client THE TRUSTEE FOR RANCHO
RELAXO SUPERFUND
ABN 47 816 961 803

Print activity statement

| Account | Period | Document ID | GST accounting method |
|--|---------------------|-------------|-----------------------|
| Activity statement – 004 – THE TRUSTEE FOR RANCHO RELAXO SUPERFUND | Jul 2015 – Jun 2016 | 34195656360 | Cash |

Payment due date 31 October 2016

Statement summary

| Description | Reported Value | Owed to ATO | Owed by ATO |
|-------------------------------------|----------------|-------------|-------------|
| Goods and services tax (GST) | | | |
| 1A Owed to ATO | | \$1,040.00 | |
| 1B Owed by ATO | | | \$30,269.00 |
| G1 Total sales | \$11,441.00 | | |
| Does this include GST? | Yes | | |
| G2 Export sales | \$0.00 | | |
| G3 Other GST-free sales | \$0.00 | | |
| G10 Capital purchases | \$319,785.00 | | |
| G11 Non-capital purchases | \$14,874.00 | | |
| 1H Owed by ATO | | | \$0.00 |

Refund amount

\$29,229.00

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

Declaration

- > I THE TRUSTEE FOR RANCHO RELAXO SUPERFUND authorise HERRON ACCOUNTANTS to give the Jul 2015 – Jun 2016 activity statement to the Commissioner of Taxation for 004 – THE TRUSTEE FOR RANCHO RELAXO SUPERFUND.
- > I declare that the information provided for the preparation of this activity statement is true and correct.
- > I am authorised to make this declaration.

Signed: _____

Date: _____



End of Period Closing Figures - Super Fund

| | | | |
|--------------|---------------------------------|---------------|---------------------|
| Client Name: | <u>Rancho Relaxo Super Fund</u> | | |
| Client Code: | <u>MOLL03</u> | Period Ended: | <u>30 June 2016</u> |
| Partner: | <u>Stuart</u> | Accountant: | <u>Jay</u> |

Cash on Hand:

| | |
|--------------|--------------------|
| CBA 17712228 | 0 |
| CBA 18193554 | 73729.39 |
| CBA 10310517 | 5707.11 |
| | <u>\$79,436.50</u> |

Debtors:

| | |
|----------------|--------------------|
| GST Refundable | <u>29,229.53</u> |
| | \$29,229.53 |

Investments:

| | | |
|------------------------------------|---------------------|---|
| Loan #1 - Urbanman Designs Pty Ltd | 5,786.24 | <i>In-house asset <5% of Fund's total assets</i> |
| Loan #2 - Urbanman Designs Pty Ltd | 18,375.00 | <i>In-house asset <5% of Fund's total assets</i> |
| 37 Flinders Pde - Real Estate | 299,986.18 | |
| | <u>\$324,147.42</u> | |

Creditors:

| | |
|----------------|---------------------|
| Rental Deposit | 6,875.00 |
| LRBA Loan | 167,092.63 |
| | <u>\$173,967.63</u> |

SETTLEMENT STATEMENT

Re: Keymax Flinders Pty Ltd Keymax Flinders Unit Trust Sale to Rancho
Relaxo Investments Pty Ltd
Property: 1/37 Flinders Parade, North Lakes, Queensland 4509

Settlement Date: 22 January, 2016
Adjustment Date: 22 January, 2016
Contract Date: 4 September, 2015
Settlement Place: SAI Global- 5/2015 Adelaide Street, Brisbane
Settlement Time: 3pm

| | |
|---|----------------------------|
| Contract Price | \$280,777.00 |
| Less Deposit | <u>28,077.00</u> |
| | \$252,700.00 |
| Plus Rates (adjusted as paid for 26/11/2015 to 31/03/2016) <u>\$420.14 x 69 days</u> 127 days | <u>228.26</u> |
| | \$252,928.26 |
| Plus Administrative Fund Levy (adjusted as paid for 23/12/2015 to 29/02/2016) <u>\$962.50 x 38 days</u> 69 days | <u>530.07</u> |
| | \$253,458.33 |
| Plus Sinking Fund Levy (adjusted as paid for 23/12/2015 to 29/02/2016) <u>\$206.25 x 38 days</u> 69 days | <u>113.59</u> |
| | \$253,571.92 |
| Plus Land Tax (adjusted as paid for the financial year 1/7/2015 to 30/6/2016) | <u>192.52</u> |
| | \$253,764.44 |
| Plus Occupational Rent (adjusted as unpaid per Invoice INV-0069 and INV-0070) | <u>3,790.65</u> |
| | \$257,555.09 |
| Plus Water Access & Sewerage Charges and Consumption (adjust as unpaid per Invoice INV-0050 and INV-0071) | <u>92.83</u> |
| | \$257,647.92 |
| Plus GST on Contract Price | <u>28,077.70</u> |
| BALANCE AT SETTLEMENT | <u><u>\$285,725.62</u></u> |

CHEQUE DETAILS

| | |
|--|---------------------|
| 1. Moreton Bay Regional Council | \$420.14 |
| 2. Body Corporate for 37 Flinders Parade North Lakes CTS 48042 | \$1,168.75 |
| 4. Law Elements Pty Ltd | \$1,392.20 |
| 5. Keymax Flinders Pty Ltd ATF | <u>\$282,744.53</u> |

CHEQUES TOTAL

\$285,725.62

SETTLEMENT STATEMENT

Re: Keymax Flinders Pty Ltd Keymax Flinders Unit Trust Sale to Rancho
Relaxo Investments Pty Ltd
Property: 1/37 Flinders Parade, North Lakes, Queensland 4509

SETTLEMENT REQUIREMENTS

1. Buyer's authority to release deposit to Seller.
2. Original signed Deed of Covenant.

NOTES:

1. The Seller has paid its Land Tax Liability. Please see attached payment receipt.
2. Moreton Bay Regional Council have advised that due to the registration of the new lot rate will be billed in April for the period 26/11/2015 to 31/03/2016 in the sum of \$420.14.



TAX INVOICE

Rancho Relaxo Investments Pty Ltd
10 Prince Steet
NORTH LAKES QLD 4509
AUSTRALIA

Invoice Date
20 Jan 2016

Keymax Flinders Unit Trust
Po Box 1390

Invoice Number
INV-0079

NORTH LAKES QLD 4509

Reference
Sale of Lot 1 37 Flinders Pde

ABN
60 958 908 399

| Description | Quantity | Unit Price | GST | Amount AUD |
|---|----------|------------|------------------|-------------------|
| Sale of Lot 1, 37 Flinders Pde, North Lakes, QLD as per sales agreement | 1.00 | 280,777.00 | 10% | 280,777.00 |
| | | | Subtotal | 280,777.00 |
| | | | TOTAL GST 10% | 28,077.70 |
| | | | TOTAL AUD | 308,854.70 |

Due Date: 22 Jan 2016

Bank details: Westpac
Keymax Flinders Pty Ltd
BSB: 034-073
A/C: 25-5835
send remittance to accounts@keymax.com.au

PAYMENT ADVICE

To: Keymax Flinders Unit Trust
Po Box 1390
NORTH LAKES QLD 4509

Customer Rancho Relaxo Investments Pty Ltd
Invoice Number INV-0079
Amount Due **308,854.70**
Due Date 22 Jan 2016
Amount Enclosed

Enter the amount you are paying above

Client No: 1 1 1 2 1 6 3 Duties Act 2001
 Transaction No: 5 1 1 - 2 4 7 - 8 0 1
 Duty Paid \$ 9,236.50 Exempt
 UTI \$
 Date: 14 10 11 16 Signed: [Signature]

OFF THE PLAN CONTRACT

KEYMAX FLINDERS PTY LTD ACN 601 531 364 AS TRUSTEE UNDER INSTRUMENT 716620010 ("Seller")

- and -

RANCHO RELAXO INVESTMENTS PTY LTD ACN ~~XXX XXX XXX~~ 606 045 336 AS TRUSTEE FOR THE RANCHO RELAXO BARE TRUST ("Buyer")



LAW ELEMENTS

Law Elements Pty Ltd
 501 Ladhope Chambers
 131 Wickham Terrace
 Spring Hill Q 4000
 T: 07 332 0074
 F: 07 3009 0309
 E: craig@lawelements.com.au
 Ref: 150130

CONTRACT FOR SALE

dated 4 SEPTEMBER 2015

PARTICULARS OF SALE

| | | | |
|------|--|-------------|---|
| Item | | | |
| A. | SELLER | Name | KEYMAX FLINDERS PTY LTD ACN 601 531 364 AS TRUSTEE UNDER INSTRUMENT 716620010 |
| | | Address | 2 Birkdale Circuit, NORTH LAKES, QLD 4509 |
| | | Telephone | 0458284647 |
| | | E mail | keymax.jankraaij@gmail.com |
| B. | SELLER'S AGENT | Name | |
| | | Address | |
| | | Telephone | |
| | | Facsimile | |
| | | E mail | |
| C. | BUYER | Name | RANCHO RELAXO INVESTMENTS PTY LTD ACN XXX XXX XXX |
| | | Address | 10 Prince Street, NORTH LAKES Q 4509 ^{AS TRUSTEE FOR THE RANCHO RELAXO BARE TRUST} |
| | | Telephone | 0417 775 675 |
| | | Facsimile | scott@moller.id.au |
| D. | LOT | | Unit 1. 37 Flinders Parade, NORTH LAKES Q 4509 |
| | | Description | Proposed Lot 1 on SP 281248 |
| | | Scheme | 37 Flinders Parade Community Titles Scheme |
| | | County | Stanley Parish : Redcliffe |
| | | Title Ref | Area: approximately 104m ² |
| | | Present Use | Commercial Local Government: MBRC |
| E. | PURCHASE PRICE | | \$280,777.00 plus GST |
| F. | DEPOSIT | | \$2,000.00 paid \$26,077.00 upon signing of the Contract |
| G. | STAKEHOLDER (and trustee appointed under the Land Sales Act) | Name | Refer to Item B I |
| H. | COMPLETION DATE | | The date determined in accordance with the contract |
| I. | SELLER'S SOLICITORS | Name | Law Elements Pty Ltd |
| | | Address | Attn: Craig Roelofsz 501 Ladhope Chambers, 131 Wickham Terrace Spring Hill QLD 4000 |
| | | Telephone | 07 382 0074 |
| | | Facsimile | 07 3009 0309 |
| | | E mail | craig@lawelements.com.au |
| J. | BUYER'S SOLICITORS | Name | Cooke & Hutchinson Lawyers |
| | | Address | Att: PO Box 130, Redcliffe Q 4020 |
| | | Telephone | 07 3284 9433 |
| | | Facsimile | |
| | | E mail | |
| K. | GUARANTORS | Name | |
| | | Address | |
| | | Name | |
| | | Address | |

RECITALS

- (A) The Seller is registered as proprietor of the Land and subject to this contract and the Disclosure Memorandum will establish a community titles scheme for the Land.
- (B) The Seller desires to sell and the Buyer desires to purchase freehold title to the Lot and the Office.

OPERATIVE PART

The parties agree that:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this contract, unless the context otherwise requires:

'**Act**' means the *Body Corporate and Community Management Act 1997*;

'**Architect**' means the architect nominated by the Seller from time to time for the purpose of this contract;

'**Body Corporate**' means the body corporate which comes into existence when the CTS is established;

'**Building**' means the Office and other improvements to be constructed on the Lot in the development of the Land;

'**Business Day**' means a day (other than a Saturday, Sunday or public holiday) on which banks are open for business at Brisbane;

'**Business Hours**' means 9am to 5pm on a Business Day;

'**By-Laws**' means the by-laws for the CTS contained in the CMS;

'**Chattels**' means the chattels described in the Schedule of finishes and fittings in the Disclosure Memorandum;

'**CMS**' means the proposed community management statement that accompanies the First Statement;

'**Completion**' means the performance by the parties of all obligations they are required to perform under this contract on or before the Completion Date;

'**Completion Date**' means the date determined pursuant to clause 6.1;

'**Contract Date**' means the date on which the last party signed this contract.

'**Contract Rate**' means the rate of interest fixed from time to time by the Queensland Law Society Incorporated (by resolution of its Council) for the purposes of clause 15;

'**Council**' means the Moreton Bay Regional Council;

'**CTS**' means the community title scheme for the Land provided for in the First Statement;

'**Disclosure Memorandum**' means the compilation so named, given to the Buyer before it signed this contract, and which contains the First Statement and other information about the development;

'**First Statement**' means the statement under section 170 of the Act contained in the Disclosure Memorandum.

'**Guarantors**' means the persons named in Item K;

'**ITAA**' means the *Income Tax Assessment Act 1936* and the *Income Tax Assessment Act 1997*;

'**Item**' means an item in the Particulars of Sale on the page following the information sheet;

'**Land**' means Lot 700 on Survey Plan 213440 with Title Reference 50813810 in the County of Stanley Parish of Redcliffe;

'**Lot**' means the strata titled lot (to be created on registration of the Plan) which corresponds with the proposed lot described in Item D with an area of approximately 104 square metres;

'**Office**' means a office building on the Lot exhibiting the characteristics indicated in the Plans and Specifications;

'**Permitted Use**' means use of the Property for commercial use only or any other use permitted by the local authority.

'**Plan**' means the plan which subdivides the Land into lots (one of which is the Lot) and common property substantially as shown by the plan marked B in the Disclosure Memorandum;

'**Plans and Specifications**' means the plans for the building and the finishes, fittings and chattels specified in the Disclosure Memorandum;

'**Possession Date**' means the date on which the Buyer can start with fit out installation of

the property, also referred to as the occupation date of the Lot.

'Property' means the Lot, the Office and the Chattels;

'Regulation Module' means the regulation module described in the CMS;

1.2 Other rules about interpretation are contained in clause 34.

2. CONTRACT TO SELL AND BUY

2.1 The Seller sells to the Buyer and the Buyer buys from the Seller the Property, free from all encumbrances except as provided for in this contract.

2.2 Ownership of and title to the Chattels passes to the Buyer on Completion.

3. PAYMENT OF PURCHASE PRICE

The Buyer is to pay the Purchase Price (set out in Item E) as follows:

3.1 the deposit (specified in Item F) to the Stakeholder, within 2 days after the Buyer executes this contract; and

3.2 the balance (subject to any adjustments required by clause 7) as directed by the Seller or as its solicitors, on the Completion Date; and

3.3 in terms of clause 3.2 in exchange for:

- (a) possession of the Property (such possession to be vacant except for any Lease);
- (b) a properly executed transfer for the Land in favour of the Buyer capable of immediate registration (after stamping) in the appropriate office free from Encumbrances (other than those listed under Schedule 3) and title to the Property (other than the Land) free from Encumbrances (other than those set out in Item L) but subject to the conditions of this Contract;
- (c) any declaration required, by the Stamp Act 1894, to be furnished to procure the stamping of the transfer;
- (d) such other instruments or declarations as are required by law to be signed by the Seller to procure the stamping and/or registration of the transfer;

(e) except as otherwise provided in this Contract, any instrument of title for the Land required to register the transfer;

(f) notices of assignment issued pursuant to clause 16.4;

(g) all other instruments (which shall be duly stamped) in the possession or control of the Seller evidencing estates and interests affecting the Property and which are exclusive to the Property;

(h) true copies of all other instruments (which shall be duly stamped) in the possession or control of the Seller evidencing estates and interests affecting the Property but which are not exclusive to the Property;

(i) the Certificate of Classification pursuant to the Standard Building Regulation 1993 appropriate to the uses stated in Item H (if the improvements on the Land may not be lawfully occupied unless such certificate has issued);

(j) all plans and drawings relating to the construction of the improvements on the Land in the possession or control of the Vendor; and

(k) all documents in the possession or control of the Vendor which the Purchaser would reasonably require to enable the Purchaser to manage the Property and to prepare returns under the ITAA.

4. INVESTMENT AND ACCOUNTING FOR DEPOSIT

4.1 The Stakeholder is authorised to invest the deposit on the following bases:

(a) the investment is to be made in an interest bearing trust account in the name of the Stakeholder with such bank and on such conditions as the Seller nominates;

(b) on Completion, the deposit is to be paid to the Seller and all interest accrued on it paid to the Seller;

(c) if the deposit is forfeited to the Seller, all interest accrued on it is to be paid to the Seller;

(d) in any other case the deposit and all interest accrued on it is to be paid to the Buyer.

4.2 The Stakeholder is not liable to a party by reason of delay in investing the deposit, failure to lodge a tax return with respect to interest accrued on the deposit; or failure to pay tax assessed on interest that accrues on the deposit.

4.3 The parties must on request by the Stakeholder execute and deliver to it such authorities and other documents as it reasonably requires to facilitate the operation of clause 4.1.

4.4 The Stakeholder will hold and apply the Deposit in accordance with its obligations under the *Land Sales Act 1984* and this Contract. The provisions of the *Land Sales Act* prevail in the event of any inconsistency.

4.5 The Seller may recover any unpaid Deposit as a liquidated debt in addition to its other remedies.

4.6 The Deposit Holder is authorised to:

- (a) Invest the deposit (when fully paid) with a bank selected by the Seller in the name of the Stakeholder in trust in an interest bearing account for the Seller or the Buyer;
- (b) Provide the parties tax file numbers under applicable income tax legislation when making the investment;
- (c) Comply with applicable requirements in connection with investment of the Deposit.

4.7 The Deposit is invested at the risk of the party ultimately entitled to receive it.

4.8 The parties must give the Stakeholder tax file numbers and any other information needed by the Stakeholder for the investment.

4.9 The parties indemnify the Stakeholder against any loss arising from the investment of the Deposit (except failure to invest the Deposit once all relevant information is provided).

5. BUILDINGS, FITTINGS AND FINISHES

5.1 The Seller must ensure the Buildings are constructed in a proper and workmanlike manner, and are equipped with finishes, fittings (excluding interior fit out) and other chattels and landscaping and works as

required on common property are completed, substantially in accordance with the descriptions in the Disclosure Memorandum, by the Completion Date.

5.2 The Seller must rectify and make good at its own cost within a reasonable time any defects, shrinkage or other faults due to faulty materials or workmanship not in accordance with the terms and conditions of this contract (the sole judge of which in the case of a dispute is the Architect, acting as an expert, whose decision binds the parties) which may appear and be notified in writing to the Seller by the Buyer within 6 months after Completion, and the issue of a final certificate by the Architect is *prima facie* evidence that this provision has been complied with.

5.3 Subject to Part 3 of Chapter 5 of the Act, the Buyer is on no account entitled:

- (a) to withhold the balance Purchase Price (or any part of it) at Completion by reason of any minor defect, shrinkage or fault in the Lot, whether due to defective materials or workmanship or any other cause;
- (b) to claim compensation, damages or indemnity for any of the matters referred to in clause 5.2, other than by way of damages (which is limited to reasonable rectification costs) after a failure of the Seller to perform its obligations (if any) under clause 5.2;
- (c) to make any objection, requisition or claim compensation because of any minor alteration to plans and specifications, finishes or Chattels which are made because of a requirement or direction of the Seller, Council or any other relevant authority or because of the practical necessities of construction including (but not limited to) requirements of good building practice or the availability of any materials or Chattel.

5.4 Subject to the preceding provisions of this clause the Buyer is entitled to premises comprised by the Lot with measurements and to a standard and to specifications substantially in accordance with the Plans and Specifications, and fitted out with the Chattels as agreed.

6. COMPLETION (TRANSFER OF TITLE) AND POSSESSION

6.1 The Completion Date is

- (a) the date referred to in the Reference Schedule; or
- (b) A date 21 days after the date the Seller provides the Buyer with written notice that the construction of the building is complete; or
- (c) A date 21 days after the date of written notice from the Seller to the Buyer that the Plan creating the Lot has registered and CMS has been recorded, but (subject to clause 6.2) if that has not occurred by the date that is one year from the date of this Contract, either party may by written notice to the other terminate this contract, and if that occurs the Stakeholder must refund to the Buyer in full the deposit and any other money paid by the Buyer, with interest under clause 4.1((d)), but the Buyer is not entitled to any other payment because of the termination.

6.2 If registration of the Plan or recording of the CMS is delayed by any of the following events:

- (a) damage to the Property by fire, explosion, earthquake, lightning, storm, tempest, war, civil commotion or strike;
- (b) proceedings instituted or threatened by or a dispute with a neighbouring owner;
- (c) delay by the Council or another relevant authority in giving any necessary permission, consent, or approval (provided the Seller has taken all reasonable steps to obtain such permission, consent or approval);
- (d) inclement weather;
- (e) any other thing beyond the Seller's control,

and if the Architect states in a certificate the period of delay so caused, the Seller may by notice to the Buyer extend the date in clause 6.1 by a period no longer than the period of delay so certified and any such certificate is conclusive and binding.

6.3 Possession and occupation

(a) Possession will be given to the Buyer no earlier than 1 July 2015 and no later than 24 months from Contract Date.

(b) The Buyer may elect to terminate this agreement if these dates are not achieved. The deposit will then be refunded in full to the Buyer.

(c) The Buyer ^{or the Buyer's nominee} will lease the Property on a rental base of \$200.00 per sq. metre per annum plus GST plus Outgoings from the date of possession until the day of Completion; payable monthly in advance to the Seller from 1 September 2015 and thereafter on the 1st day of every proceeding month.

6.3 The Buyer must prepare all documents it requires under clause 3.3 and deliver them to the Seller or its solicitors in reasonable time before the Completion Date to permit the Seller to execute them or procure their execution before that date, but the Seller may elect to prepare those documents and, if it does so, the Buyer may not object.

6.4 If on Completion the Lot is subject to any mortgage or charge then the Buyer must accept an unstamped but duly executed release of that mortgage or charge capable, after stamping, of immediate registration in the appropriate office, and to obtain that release the Seller may apply any of the money payable by the Buyer under this contract.

6.5 The Seller assigns to the Buyer from Completion the benefit of any manufacturers' warranties that are then current in respect of the Chattels to the full extent permitted by the terms of those warranties and by law, but anything else required to perfect the assignment is at the cost of the Buyer.

6.6 Unless the Buyer already has possession, the Seller must give vacant possession of the Lot to the Buyer on Completion.

7. KEYS

7.1 Immediately on completion, the Seller shall deliver all Keys, which are in the possession or under the control of the Seller, in accordance with any notice given in writing by the Buyer to the Seller and failing such notice the Seller shall deliver the Keys:

- (a) to the Buyer, if the Purchaser is present personally at completion;
- (b) to the Buyer's solicitor at completion, if the Buyer is not present personally;
- (c) to the Buyer's Agent at the address shown in Item B, if neither the Purchaser nor any solicitor acting for the Purchaser is present personally at completion;
- (d) to and left at the Property if none of the provisions of clauses 7.1(a), 7.1(b) or 7.1(c) are applicable.

8. ADJUSTMENTS

8.1 For the purpose of this clause and clause 24, 'Outgoings':

- (a) includes rates, taxes (including land tax), assessments, contributions to the Body Corporate and insurance premiums paid by the Seller under section 149 of the Act and (if they are not included in contributions to the Body Corporate) insurance premiums paid by the Seller for insurance, relative to a period after registration of the Plan, of the Office, if the policy is in the name of the Body Corporate as agent as permitted or required by the Regulation Module;
- (b) excludes any amount of Input Tax (as defined in clause 24) in respect of Outgoings to the extent the Seller is entitled to a credit for the Input Tax.

8.2 All Outgoings in respect of the Lot are to be borne and paid by the Seller up to and including the Completion Date and after that by the Buyer and will, if necessary, be apportioned between the Seller and the Buyer upon Completion.

8.3 Until separate assessments of Outgoings are issued or available in respect of the Lot, the Lot is to be treated as liable for the same proportion of those Outgoings levied or paid against the Land or against the Lot and other lots in the CTS as the contribution lot entitlement of the Lot bears to the total contribution lot entitlements of all lots in the CTS.

8.4 Until separate assessments of Outgoings are issued in respect of the Land, the Land is to be treated as liable for the same proportion of those Outgoings as its area bears to the total area of all the land to which the assessment relates.

8.5 Land Tax is to be calculated as if the Land were the only land owned by the Seller at midnight on the 30th June immediately preceding the Completion Date and the Seller is a company.

8.6 If the Council, the Commissioner of Land Tax or any other relevant authority does not issue an information certificate or clearance certificate to the Buyer before Completion in respect of Outgoings for the Lot:

- (a) the Buyer cannot refuse to Complete or require that any of the balance Purchase Price be retained and must accept the Seller's undertaking, hereby given, to pay all Outgoings owing or to be assessed on the Lot or the Land up to and including the Completion Date; and
- (b) to the extent Outgoings are capable of being identified at Completion, such of them as are subject to clause 8.6((a)) are to be adjusted under clause 8.2 as if they had been paid by the Seller.

8.7 Notwithstanding clause 8.6, if the Commissioner of Land Tax or Office of State Revenue issues a direction or requirement to the effect that an amount, payable by the Seller, be paid to such authority on Completion, the Buyer may pay such amount from the Purchase Price.

9. TITLE

Title to the Lot is under the Act and the *Land Title Act* and it is sold, and the Buyer takes title, subject to the provisions of those Acts and the following matters consequent upon registration of the Plan and establishment of the CTS:

- (a) the lot entitlement and all matters contained in the CMS;
- (b) the easements for support, shelter and services expressed or implied in favour of or against the proprietor of a Lot and all ancillary rights by virtue of statute;

- (c) the by-laws in the CMS as altered in terms of this contract;
- (d) all notifications, easements and restrictions (except any mortgage) noted on the title for the Land, or provided for in this contract, which will or may be noted on the title for the Lot or common property;
- (e) any transfer, lease, easement or other right over any common property given to the Council or any other relevant authority, to the Seller, to any other Buyer of a lot in the CTS or other person;
- (f) any other matter disclosed or provided for in this contract, the First Statement or the Disclosure Memorandum.

10. REQUISITIONS ON TITLE

10.1 Subject to Part 3 of Chapter 5 of the Act, the Buyer waives absolutely the right to raise or deliver any objection, requisition or enquiry to or upon title to the Lot or the Chattels or a latent defect, and acknowledges and accepts the warranties contained in clause 10.2 and in any other provision of this contract and, subject to those warranties, accepts the Seller's title to the Lot and the Chattels.

10.2 The Seller warrants that:

- (a) it has full legal capacity to enter into this contract and Complete the sale without the consent of another person;
- (b) it is or will at Completion be the registered proprietor in fee simple of the Lot;
- (c) on Completion the Lot will be free from all encumbrances except any disclosed or provided for in this contract;
- (d) subject to clause 5, the Office will be fitted out as described in the Disclosure Memorandum, and will comply with all relevant statutory and other similar requirements and be within the boundaries of the Lot;
- (e) no step has been taken by or against it, nor to its knowledge do circumstances exist, which could lead to its winding-up or the appointment of an administrator, receiver and/or manager, an agent

of a mortgagee, or a liquidator in respect of it;

- (f) there are not now and will not at Completion be any unsatisfied judgments, orders, decrees or other process against the Seller or the Body Corporate;
- (g) except as is disclosed or provided for in this contract, it is not aware of any latent defect in the Lot or the Office or any actual or proposed resumption or road alignment affecting the Lot or any other land comprised in the CTS;
- (h) the Body Corporate will not at Completion have any outstanding or contingent liabilities except for normal operating expenses;
- (i) subject to clause 10.3, the lot entitlements of the Lot and the aggregate lot entitlements of all lots in the CTS will be as set out in the proposed CMS which is part of the First Statement; and
- (j) except as is disclosed or provided for in this contract or by law, it is not aware of any prohibition or restriction on the use or enjoyment of the Land or the Lot or any encroachment or claim which might affect the Land or the Lot or be recoverable from the Buyer, or of any circumstance that might give rise to any such thing.

10.3 The Buyer may not delay completion, make any objection nor requisition or claim compensation or damages arising from:

- (a) any minor variation (so long as it is of no practical consequence in terms of size, appearance and utility of the Lot) in location, dimensions or area of the Lot, the Office or of common property as shown in the Disclosure Memorandum compared with the Plan;
- (b) the Seller causing the Body Corporate to have a general meeting while it is the sole member, electing a committee and attending to any other business the Seller thinks fit including, without limitation, matters referred to in the Regulation Module;

- (c) any service to the Lot, or the Land being a joint service with any other land or that it passes through or over any other land or that a service to other land passes through or over the Lot or the Land;
- (d) the existence or passage through the Lot, the Land or any adjoining land of pipes, wires or connections of any system or service to the Lot, the Land or adjoining property or jointly to one or more of them and whether or not that is protected by a registered easement;
- (e) any encroachment by eaves, awnings or fascias of or attached to any building on the Lot over any other lot or other property or vice versa, whether or not shown in the plans or schedule of finishes in the Disclosure Memorandum, provided that the Buyer is not materially prejudiced by it (and the Buyer acknowledges that it will not be materially prejudiced by such an encroachment which does not materially interfere with its use of the Lot or common property or the aesthetics of the buildings on the lots or common property);
- (f) any transfer, lease, easement or other right over any of the common property, given or to be given to the Council, any other relevant authority, the Seller or an owner of a lot on the Plan;
- (g) any boundary of the Lot not being fenced or that a boundary fence or wall is not upon or within the boundary of the Lot or the Land;
- (h) the easements created or implied by the statute, any necessary service easement and any easement or right provided for in clause 21 affecting the common property;
- (i) the by-laws of the Body Corporate in force upon recording of the first CMS or as subsequently amended by a new CMS;
- (j) the creation after establishment of the CTS of agreements in terms of and for the purposes set out in drafts in the Disclosure Memorandum; or

- (k) the Seller's determination of the sequence in which stages of development of the Land will be undertaken or the number of lots or proposed lots that comprise a stage.

11. ERRORS AND MISDESCRIPTIONS

If there is a mistake in the description of the Land, the Lot or the common property in this contract or the Disclosure Memorandum or any other error in the particulars of sale, that mistake or error will not annul the sale but, unless the Buyer's remedies are limited or excluded by this contract, compensation or an equivalent will be given and taken by the Seller or the Buyer as the case requires.

12. RISK

12.1 The Property is at the risk of the Seller until Completion.

~~12.2 Subject to section 149 of the Act, the Seller is not obliged to insure the Property and section 63 Property Law Act 1974 does not apply.~~

13. TIME

Time is of the essence of this contract.

14. DEFAULT

If the Buyer fails to comply with any condition of this contract then the Seller may, in addition to any other remedy available to it at law or in equity:

- (a) affirm this contract and sue the Buyer for damages for breach;
- (b) affirm this contract and sue the Buyer for specific performance and damages or for damages in lieu of specific performance; or
- (c) terminate this contract from the date of breach; and
 - (i) if the Buyer is in possession, resume possession of the Property; and/or
 - (ii) forfeit the money paid on account of the purchase price to the extent of 10% of the purchase price; and/or
 - (iii) sue the Buyer for damages for breach of contract; and/or

- (iv) without notice to the Buyer resell the Property by public auction or private contract with power to vary or rescind any contract of sale and buy in at any auction and the deficiency in price on such resale and the expenses of and incidental to repossession, to the present sale and such resale any abortive attempt to resell and all rates, taxes and other outgoings accrued due in respect of the Property at the date of resale which were payable by the Buyer under this contract are to be paid to the Seller by the Buyer and be recoverable as liquidated damages.

15. INTEREST ON LATE PAYMENTS

Without derogating from the strict effect of clauses 3, 13 and 14, any money (including the deposit) payable under this contract and not paid when due bears interest from that date to the date of payment at the Contract Rate per annum simple interest, which interest must be paid contemporaneously with the balance of the Purchase Price. Any judgement for any such money likewise bears interest from the date of judgement to the date of payment.

16. SELLER'S SPECIAL RIGHTS TO TERMINATE

Despite any other provision, the Seller may terminate this contract by written notice to the Buyer if:

- (a) the Council or any other relevant authority refuses to grant or revokes any relevant permit, approval or certificate or imposes any condition on the granting of any permit, approval or certificate with which the Seller is unable or unwilling to comply;
- (b) the Buyer, being a natural person:
 - (i) dies;
 - (ii) becomes bankrupt;
 - (iii) is sentenced to imprisonment for a term exceeding 1 month; or

- (iv) is found to be unable to manage his or her affairs by reason of unsoundness of mind; or
- (c) the Buyer, being a company:
 - (i) is ordered to be wound up or is placed in provisional liquidation;
 - (ii) enters into a scheme of arrangement for the benefit of its creditors;
 - (iii) resolves to go into liquidation; or
 - (iv) is put into the control of an administrator, a liquidator, receiver and/or manager or an agent of a of a mortgagee.

17. BODY CORPORATE NAME

If the Council or the Registrar of Titles refuses to allow the Seller to use the name it proposes for the purpose of the CTS, the alternative name to be used is a matter for the Seller in its sole discretion.

18. ACKNOWLEDGEMENTS, AUTHORISATIONS

The Buyer acknowledges that:

- (a) it is aware of the rights given to it by sections 170(6), 174 and 180 of the Act and by the *Land Sales Act 1984*; and
- (b) it is not materially prejudiced by any matter or alteration referred to in clause 10.3 and is bound by such matter or alteration.

19. CMS AMENDMENT

- 19.1 The Seller as sole proprietor must before the Completion Date sign the CMS referred to in the First Statement and lodge it for recording with (subject to compliance with the Act) such minor variations as it thinks desirable or necessary and which do not materially prejudice the Buyer's interests.
- 19.2 If the CMS referred to in the First Statement (with or without minor variation) is not recorded before the Completion Date:
 - (a) the Seller may, by written notice to the Buyer, extend the Completion Date by a period of not more than

2 months (with time to remain of the essence);

- (b) the Completion Date may be postponed in that way more than once, as long as it is not postponed beyond 2 months later than the original Completion Date.

20. SALES OF LOTS GENERALLY

The Buyer may not object (and waives any right to do so) to methods employed by the Seller in its endeavours to sell other lots in the Plan including, without limitation, the use of signs, the placement of signs on common property and the maintenance of display units provided that the Seller does not cause unreasonable interference to the comfort and convenience of the Buyer.

21. MANAGEMENT ETC ARRANGEMENTS

21.1 The Seller as sole proprietor may before or after the Completion Date cause the Body Corporate:

- (a) to enter into agreements appointing a body corporate manager and service contractors or authorising a letting agency with any person the Seller determines, substantially in the form of those in the Disclosure Memorandum; and
- (b) without limiting anything in that memorandum, to grant leases, licences or easements over common property for services that are or may be of benefit to lot owners, the Body Corporate or adjoining owners or are required by the Council or another authority.

21.2 The Buyer, as a person having an interest, consents to and approves each such proposed agreement, lease, license or easement.

22. POWER OF ATTORNEY AND RELATED MATTERS

22.1 Each person comprising the Buyer:

- (a) must for a period one month after the CTS is established, permit the Seller to exercise as its proxy to the exclusion of the Buyer all the Buyer's voting rights at general meetings of the Body Corporate to the fullest extent permitted by law;

(b) in order, amongst other things, to secure to the Seller compliance by the Buyer with the Buyer's obligations under clause 23.1(a), must on or before Completion deliver to the Seller a power of attorney in the form in schedule 1, completed as to the necessary detail;

(c) acknowledges that the statement provided for in section 176 of the Act is contained in the Disclosure Memorandum.

22.2 If for any reason the Seller is unable to exercise the rights granted to it by clause 22.1 or the power of attorney, the Buyer must exercise as the Seller directs, but only in relation to the matters set out in the power of attorney, the Buyer's voting rights at general meetings of the Body Corporate.

22.3 The Buyer may not dispose of nor transfer the Lot or any share in the Lot without first obtaining at the Buyer's cost and delivering to the Seller:

- (a) a power of attorney in the same terms, of the same duration and to the same persons as that given pursuant to clause 22.1; and
- (b) a deed by which the disponent covenants with the Seller in the same terms mutatis mutandis as clauses 22.1, 22.2 and this clause.

22.4 The Seller may without prejudice to any of its other rights treat a breach by the Buyer of clause 22.1((b)) as a breach or default entitling it to terminate this contract.

23. NOTICES

23.1 Any notice or other written communication ('Notice') provided for under this contract may be given by a party or its solicitor to the other or its solicitor by delivery, post or facsimile transmission to the address or facsimile number of the other party or its solicitor.

23.2 A Notice which is:

- (a) delivered or sent by facsimile is deemed received on delivery or completion of the facsimile transmission, provided the transmitting machine issues a transmission confirmation report, but any Notice received outside

Business Hours is deemed received at the beginning of Business Hours on the next Business Day;

- (b) delivered or sent by electronic mail is deemed received on delivery to the recipients email address, provided there are no errors in transmitting the electronic mail, but any Notice received outside Business Hours is deemed received at the beginning of Business Hours on the next Business Day;
- (c) posted is deemed to be given and received on the second Business Day after the day of posting;
- (d) given by a corporation, may be signed on its behalf by any director or other authorised officer;
- (e) given by any party, may be signed by its solicitors;
- (f) signed by a party's solicitors is deemed to be given with the authority of that party.

23.3 Until a party gives notice as provided in the preceding provisions of this clause of another address or facsimile number of itself or its solicitors, the parties' respective addresses and facsimile numbers and those of their respective solicitors are as set out in the Particulars of Sale at the beginning of this contract.

24. GOOD AND SERVICES TAX

Definitions

24.1 In this clause:

'**GST**' means a goods and services tax, consumption tax, value added tax, retail turnover tax or a tax of a similar nature;

'**Input Tax**' means an amount equal to the amount of GST paid or payable for the supply of any thing acquired;

'**Primary Payment**' means any payment by the Buyer to the Seller of any Purchase Price, Outgoings or other amount payable by the Buyer to the Seller in connection with any supply of any goods or services.

GST liability

24.2 If the Seller is liable by law for any GST on any Primary Payment, the Buyer must pay to the Seller the amount of the GST:

(a) at the same time; and

(b) in the same manner,

as the Buyer is required to pay the Primary Payment in respect of which the GST relates.

24.3 Taxable Supply

This clause 24.3 applies where the transaction is:

(a) a Taxable Supply; or

(b) not a Taxable Supply because it is the Supply of a Going Concern.

24.4 Purchase Price Includes GST

If this subclause 24.4 applies, the Purchase Price includes the Buyer's liability for GST on the Supply of the Property. The Buyer is not obliged to pay any additional amount to the Seller on account of GST on the Supply of the Property.

24.5 Purchase Price Does Not Include GST

If this subclause 24.5 applies, the Purchase Price does not include the Seller's liability for GST on the Supply of the Property. The Buyer must on the Date for Completion pay to the Seller in addition to the Purchase Price an amount equivalent to the amount payable by the Seller as GST on the Supply of the Property.

24.6 Margin Scheme

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

If this subclause 24.6 applies:

(a) the Purchase Price includes the Seller's liability for GST on the Supply of the Property. The Buyer is not obliged to pay any additional amount to the Seller on account of GST on the Supply of the Property;

(b) the Seller:

(i) must apply the Margin Scheme to the Supply of the Property; and

(ii) warrants that the Margin Scheme is able to be applied;

(c) if the Seller breaches clause 24.6(b)(i) or its warranty under clause 2.6(b)(ii) then:

- (i) the Buyer may terminate this Contract if it becomes aware of the breach prior to the Date for Completion;
- (ii) if the Buyer does not terminate this Contract under subclause 24.6(c)(i) or does not become aware of the breach until after the Date for Completion, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable for the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
- (iii) the Buyer is entitled to compensation from the Seller if there is a breach of clause 24.6(b).

25. COSTS, STAMP DUTY

- 25.1 The Seller and the Buyer must each pay its own costs of and incidental to the sale and purchase.
- 25.2 All stamp duty on this contract and on any duplicate and in respect of the transfer by the Seller to the Buyer must be paid by the Buyer, and if not paid by the Buyer may be paid by the Seller and recovered from the Buyer.
- 25.3 The Seller must following execution of the transfer and if so requested by the Buyer cause it to be produced to the Stamp Duties Office for stamping.

26. NO MERGER

Notwithstanding the Completion of this sale and purchase and registration of the transfer in favour of the Buyer any condition or part of a condition to which effect is not given by such Completion or registration and which is capable of taking effect after Completion or registration remains in full force and effect.

27. ENTIRE CONTRACT

- 27.1 This contract constitutes the entire contract of the parties as to its subject matter and supersedes and cancels all prior arrangements, understandings and negotiations in connection with it.
- 27.2 The Buyer acknowledges that:

- (a) it has entered into this contract after satisfactory investigation and (to the extent possible) inspection of the Property;
- (b) it has not relied on any representations made by the Seller, the Seller's agent or any other person acting or purporting to act on behalf of the Seller, except any the same as or consistent with any contained in this contract; and
- (c) neither the Seller nor any person purporting to act on its behalf has made any representation or warranty with respect to any of the subject matter of this contract except as is contained in this contract and the Disclosure Memorandum.

28. GOVERNING LAW

This contract is governed by the laws of Queensland and in the event of any dispute or disagreement the parties irrevocably submit to the non-exclusive jurisdiction of the courts of that State and all courts having appellate jurisdiction from those courts.

29. ALTERATION TO CONTRACT

Any variation of this contract is ineffective unless made in writing and executed by or on behalf of each party in such manner as to be legally binding upon it or signed on its behalf by its solicitors. Such signature by a party's solicitors is deemed made with the authority of the party and binds the party.

30. WAIVER

- 30.1 The failure of either party to insist in any instance upon performance of any term of this contract or to exercise a right under this contract is not to be construed as a waiver or relinquishment of the future performance of such term or the future exercise of such right or of the performance of any other term this contract, but the obligation of the parties with respect to such future performance continues in full force and effect.
- 30.2 No waiver is effective unless in writing and signed by or on behalf of the party giving it in a manner legally binding upon it or signed on its behalf by its solicitors. A waiver given by a party's solicitors is deemed given with the authority of the party and binds the party.

31. EARLY POSSESSION

If the Seller agrees to give possession of the Lot to the Buyer before Completion the following terms apply:

- (a) the Property is at the risk of the Buyer from the date of possession;
- (b) until Completion the Buyer must keep and maintain the Property in good and substantial repair and not alter or add to the Lot or the Office or remove any of the Property without the Seller's prior written consent;
- (c) subject to clause 6.2, entry into possession by the Buyer does not constitute nor gives rise to a relationship of landlord and tenant;
- (d) *JKM* the Buyer must not let nor part with possession or occupancy of the Property *without the Seller's consent;*
- (e) if the Buyer defaults in observing its obligations under this contract, it must immediately upon demand give up possession of the Property; and
- (f) the Seller or any person authorised by the Seller may at reasonable times before Completion enter and view the Property and do anything or carry out any works whether of a permanent or temporary nature as may be necessary for the preservation or repair of the Property or the common property.

32. GUARANTEE

In consideration of the Seller at their request agreeing to sell the Property to the Buyer, the Guarantors hereby jointly and severally guarantee to the Seller the due and punctual performance by the Buyer and any nominee or assignee of the Buyer of all of the terms and conditions of this contract and jointly and severally covenant and agree that they will indemnify and keep the Seller indemnified against any loss and damage however arising which the Seller may suffer in consequence of any failure of the Buyer and/or its nominee or assignee to perform its or their obligations under the contract and that this guarantee and indemnity is not affected nor discharged by the granting to the Buyer of any time or other indulgence or by any other consideration or transaction whereby their

liability as guarantors or sureties would, but for the provisions of this guarantee and indemnity, have been affected or discharged.

33. SPECIAL CONDITIONS

This contract is subject to the special conditions (if any) contained in schedule 2.

34. INTERPRETATION

34.1 In the interpretation of this contract, unless the context otherwise requires:

- (a) words or expressions defined in the Act and used in this contract have the same meanings as are given to them under that statute;
- (b) words importing the singular include the plural and vice versa and words importing any gender include the other genders;
- (c) a reference to a statute or section or schedule of that statute is to be read as if the words 'and any statutory modification or re-enactment of it or substitution for it' were added to the reference and includes all statutory instruments issued from time to time under that statute;
- (d) references to an authority, institute, association and body (whether statutory or otherwise) ('body'), if any such body ceases to exist or is reconstituted, renamed or replaced or its powers or functions are transferred to any other body, is deemed to refer respectively to the body established or constituted in lieu thereof and/or as nearly as may succeed to its powers or functions;
- (e) where a word or phrase is given a particular meaning, other parts of speech or grammatical forms of that word or phrase have corresponding meanings;
- (f) references to a recital, clause, sub-clause, paragraph, schedule or annexure are to be construed as references to a recital, clause, sub-clause or paragraph of or schedule or annexure to this contract and references to this contract include its schedules and any annexures;

- (g) a reference to a document or contract (including this contract) includes a reference to that document or contract as amended, novated, supplemented, varied or replaced from time to time;
- (h) a reference to a party is to be construed as a reference to a party to this contract;
- (i) where a party comprises 2 or more persons any contract or obligation to be performed or observed by that party binds those persons jointly and severally and a reference to that party includes a reference to any one or more of those persons;
- (j) a reference to a party to this contract or any other document or contract includes its successors and permitted assigns;
- (k) references to 'dollar' and '\$' are to be construed as references to Australian currency;
- (l) a reference to writing includes typewriting, printing, lithography, photography and any other mode of representing or reproducing words in a permanent and visible form; and
- (m) if any day appointed or specified by this contract for the doing of any act, matter or thing falls on a day which is not a Business Day, the day so appointed or specified is deemed to be the next day which is a Business Day.

34.2 If a provision of this contract or its application to any person or circumstance is or becomes invalid or unenforceable the remaining provisions are not affected and each provision of this contract is enforceable to the fullest extent permitted by law.

34.3 Clause headings are to be disregarded in the interpretation of this contract.

35. If Buyer is Trustee

If on or after the Contract Date, the Buyer purchases this Lot as trustee, then, even if the Seller is not aware of the trust, this clause 35 applies. The Buyer:

- (i) warrants it has power under the trust to enter into this Contract;
- (ii) warrants it has a right of indemnity under the trust;
- (iii) assigns any right of indemnity it has under the trust to the Seller and must do anything necessary to give effect to the assignment;
- (iv) must not do anything to prejudice any right of indemnity it has under the trust;
- (v) must not breach the trust;
- (vi) warrants it enters into this Contract in the due administration of the trust; and
- (vii) must do everything necessary to make available the assets of the trust to rectify a default of this Contract and compensate the Seller for the default.

EXECUTED by KEYMAX FLINDERS PTY LTD)
(ACN 601 531 364) in accordance with the)
Corporations Act)



Signature of Director

Jan Karim

Name of Director



Signature of Director/Secretary

CORNELIA J. KEYSER.

Name of Director/Secretary

EXECUTED by RANCHO RELAXO INVESTMENTS)
PTY LTD (ACN ~~XXX XXX XXX~~) in accordance with)
the Corporations Act)

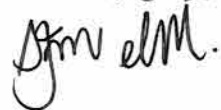
~~606 45 536~~ TRUSTEE FOR THE RANCHO RELAXO BARE TRUST



Signature of Director

Scott John Moller

Name of Director



elMoller.

Signature of Director/Secretary

CATRINA MOLLER

Name of Director/Secretary



SCHEDULE 1

BY THIS POWER OF ATTORNEY I/we the person/s named as grantors below jointly and severally (if there is more than one grantor)

HEREBY APPOINT each of KEYMAX FLINDERS PTY LTD ACN 601 531 364 and its officers jointly and severally to be my/our true and lawful attorney or attorneys for me/us in my/our name, at my/our expense and as my/our act and deed to exercise and perform to my/our exclusion of the Buyer as proprietor of lot 6 all my/our voting rights at general meetings of the Body Corporate for Discovery Square Community Titles Scheme but only in relation to:

- (b) the engagement of a body corporate manager for the scheme in terms of annexure A to the statement under section 170 of the Act ('**section 170 statement**') given to you at the same time as this statement;
- (c) the engagement of a service contractor for the scheme in terms of annexure B to the section 170 statement;
- (d) the authorisation of a person as letting agent for the scheme in terms of annexure C to the section 170 statement;
- (e) transfer of or grant of any, lease, easement or other right over any of the common property or scheme land;
- (f) any minor variation in the sequence in which stages of development disclosed in the proposed community management statement which is annexure E to the section 170 statement will be undertaken or the number of lots or proposed lots in the scheme;
- (g) grant of exclusive use of any common property to an owner of a lot (including adoption or amendment of a by-law relevant to such use);
- (h) grant of an authority under section 91 of the regulation module applying to the scheme;
- (i) any variation to the by-laws of the body corporate for the scheme where that variation does not materially prejudice you;
- (j) the addition of common property to the scheme land by the inclusion of land contiguous to the scheme land or the conversion to common property of all or part of one or more lots in the scheme other than the Lot;
- (k) any minor variation to the lot entitlements of any lot in the scheme (other than the Lot) where that variation will not materially prejudice you;
- (l) a resolution to adopt or request to record a community management statement for the scheme reflecting a variation or other matter referred to in paragraphs (v) to (xi).

AND DECLARE that this power of attorney is to operate and continue and be irrevocable for a period of one year after establishment of that scheme,

AND ratify and confirm and agrees to ratify and confirm whatever the attorney does or causes to be done pursuant to this power of attorney and, without limiting the generality of the term 'attorney' where used in this power of attorney, declare that the expression includes 'proxy' for the purposes of the *Body Corporate and Community Management Act*, the regulation module that applies to the scheme and the by-laws of the body corporate.

Name/s _____

address/es of grantors _____

EXECUTED as a deed on the _____ day of _____ 2015.

SCHEDULE 2
Special conditions

1. The Seller agrees to provide the Buyer three (3) exclusive cars parks on the Land.
2. Rights to Telecommunication Exclusive Use Area
 - a. The Buyer acknowledges that the Telecommunication Exclusive Use Area (Area) as described in the First Community Management Statement :
 - i. is leased to Telstra for its use exclusively(Lease); and
 - ii. all income derived from the Area is assigned in its entirety to the owner of Lot 4.
 - b. The Buyer agrees on signature of this contract to forfeit all and any rights to the income derived from the Area for the duration of the Lease, including any renewal of the Lease.
 - c. This clause shall not merge on completion.



Handwritten signatures and initials, including 'Jm', 'elM.', and a large signature.



**SMSF MASTER INSURANCE PLAN
POLICY INSURANCE CERTIFICATE
SUPERANNUATION**

Date of issue 12/06/2015

Superannuation Fund Details

Name of Superannuation Fund Rancho Relaxo Superfund
 ABN 605532661
 Name(s) of Trustee Rancho Relaxo SMSF P/L
 Trustee Type Corporate
 Trustee Postal Address 10 Price Street North Lakes QLD 4509

Member Details

Member Number 1506000020
 Payment Frequency Monthly
 Commencement Date 11 June 2015
 Member Name Scott Moller
 Gender Male
 Date of Birth 11 September 1976
 Postal Address 10 Price Street North Lakes QLD 4509

Cover Details

| Cover Type | Sum Insured | Monthly Premium |
|------------------------------|-------------|-----------------|
| DEATH | | |
| New cover: | \$850,000 | \$43.30 |
| TPDANY | | |
| New cover: | \$550,000 | \$15.41 |
| Policy Fee | | \$6.25 |
| Total Monthly Premium | | \$64.96 |

This Policy Insurance Certificate forms part of the SMSF Master Insurance Policy from the date of issue.

Your duty of disclosure

Before you enter into a contract of life insurance with an insurer, you have a duty, under the Insurance Contracts Act, 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of life insurance.

Your duty however does not require disclosure of a matter:

- that diminishes the risk to be undertaken by the insurer;
- that is of common knowledge;
- that your insurer knows or, in the ordinary course of his business, ought to know;
- as to which compliance with your duty is waived by the insurer.

This duty applies to the SMSF Trustee in respect of a proposed member of the SMSF at the time the proposed member becomes a member of the SMSF

Non-disclosure

If you fail to comply with your duty of disclosure and the insurer would not have entered into the contract on any terms if the failure had not occurred, the insurer may avoid the contract within 3 years of entering into it. If your non-disclosure is fraudulent, the insurer may avoid the contract at any time.

An insurer who is entitled to avoid a contract of life insurance may, within 3 years of entering into it, elect not to avoid it but to reduce the sum that you have been

This Policy Insurance Certificate is issued by Australian Group Insurance (ABN 97 140 572 434, AFSL 379565) and details your insurance cover under the SMSF Master Insurance Plan Policy. AIA Australia Limited (ABN 79 004 837 861, AFSL 230043) is the insurer of the SMSF Master Insurance Plan.



ESUPERFUND SMSF Master Insurance Plan Insurance Application Form



| Life Insured Details | |
|----------------------|--|
| Name | Scott Moller |
| Date of Birth | 11/09/1976 |
| Age Next Birthday | 39 |
| Gender | M |
| Smoker Status | No |
| State | QLD |
| Gross Annual Income | \$145,000 |
| Occupation | Information Technology Manager [tertiary qualified] |

| Application Details | |
|---------------------|------------------|
| SMSF Provider | ESU001 |
| Reference Number | 1506000020/14147 |
| Policy Reference | MP5012 |
| Submission Date | 11/06/2015 |

| Summary of Cover and Estimated Cost | | | | |
|-------------------------------------|---------------|-----------------|---------------------------|--------------------------|
| Insurance Cover ¹ | Cover Details | Sum Insured | Monthly Cost ² | Annual Cost ² |
| Death | Within SMSF | \$850,000 | \$43.30 | \$504.02 |
| TPD | Within SMSF | \$550,000 | \$15.41 | \$179.35 |
| | | SMSF Policy Fee | \$6.25 | \$75.00 |
| SMSF POLICY TOTAL | | | \$64.96 | \$758.37 |

¹ Please note your eligibility for insurance cover may be restricted if your Occupation Category requires Individual Consideration. The information you provide in your application will be used to make this assessment.

² The estimated cost of cover provided above are for illustration purposes only. All amounts include any applicable commission, fees and government charges. They neither constitute an offer nor do they represent any terms of any product offered by Australian Group Insurances Pty Limited or AIA Australia Limited. They are also not to be taken as financial advice. Please seek independent financial advice to ascertain the suitability of any product you may consider. Applicable terms are set out in the ESUPERFUND SMSF Master Insurance Plan Product Disclosure Statement. Offer or acceptance of cover will be subject to normal underwriting terms and conditions of AIA Australia.

Direct Debit Request - SMSF Bank Account Details

Request and Authority to debit the account named below to pay AIA Australia Limited
Please refer to the Direct Debit Request Service Agreement in the Product Disclosure Statement

Monthly Yearly

Account holder:

request and authorise AIA Australia Limited (Direct Debit User ID 142) to debit my nominated account through the Bulk Electronic Clearing System and pay to AIA Australia Limited the amount due for my insurance cover under the Policy each month or yearly as applicable.

Details of account to be debited

Name account is held in:

BSB number: Account Number:

I have read and understood the terms and conditions governing the debit arrangements between myself and AIA Australia Limited as set out in this Request and in the Direct Debit Request Service Agreement.

Acknowledged 11/06/2015 15:54



ESUPERFUND SMSF Master Insurance Plan Insurance Application Form



Application Details

Existing Cover

Death Sum Insured
TPD Sum Insured
Income Protection Sum Insured

Life Insured

Superannuation Fund Details

| | |
|-----------------------------|-------------------------|
| SMSF Provider Code | ESU001 |
| Name of Superannuation Fund | Rancho Relaxo Superfund |
| Trustee Type | Corporate |
| Name of Trustee | Rancho Relaxo SMSF P/L |
| ABN | 605532661 |

Member Details

| | |
|-------------------|---|
| Given Name | Scott |
| Surname | Moller |
| Date of Birth | 11/09/1976 |
| Age Next Birthday | 39 |
| Gender | M |
| Occupation | Information Technology Manager [tertiary qualified] |
| Postal Address | 10 Price Street North Lakes QLD 4509 |
| Email | scott@moller.id.au |
| Phone Number | 0417775675 |



**ESUPERFUND SMSF Master Insurance Plan
Insurance Application Form**



Short Form Questionnaire

1. Are you a permanent resident of Australia? Yes
2. (a) Height cm (b) Weight kg
3. At the date of this application, are you absent from work or unable to carry out all of the duties of your current or usual occupation on a full time basis, due to an injury or illness (even if you are not currently working on a full time basis or are unemployed)? No
4. Have you smoked tobacco or any other substance in the last 12 months? No
- If yes, please select the substance(s) you smoke: *
- Cigarettes
- Specify quantity: *
- Less than 10 per day
 10 to 20 per day
 21 to 30 per day
 More than 30 per day
- Cigars
- Pipes
- Other
- Provide details for "Other": *
5. Do you drink more than 20 standard drinks per week? No
6. Do you participate or intend to participate in any of the following: No
 aviation (other than as a passenger on a recognized airline), football (all codes), scuba diving (more than 40 metres), motor racing or any other hazardous activity?
7. Have you ever suffered symptoms of, or had, or been told you have or received any advice or treatment for: No
- high blood pressure, high cholesterol, heart complaint, chest pain or stroke;
 - mental or nervous disorder including stress, anxiety, depression or neurological condition;
 - cancer or a tumor of any type or any form or breast lump (even if you have not seen a doctor)
 - back/joint disorder, arthritis, loss of limb or paralysis;
 - loss of sight of any eye(s) or blindness;
 - kidney, bladder, bowel or stomach disorder and or disease;
 - diabetes or liver disease (including hepatitis)?
8. Have you ever: No
- suffered from AIDS or been infected with the HIV virus, or
 - used or injected yourself with any illicit drugs not prescribed by a medical practitioner? Or
- In the past 5 years have you: No
- had sexual activity without a condom with someone you know or suspect to be HIV positive, or
 - worked as a sex worker or engaged in sexual activity without a condom with a sex worker, or
 - engaged in male to male sexual activity without a condom



ESUPERFUND SMSF Master Insurance Plan Insurance Application Form



Declarations

I, the trustee or corporate trustee of the superannuation fund named , request AIA Australia to issue the insurance cover under the Policy described in this form.

I agree to be bound by the terms and conditions of the policy document and the trust deed governing the superannuation fund.

I confirm that I have the power under the trust deed and/or constitution of the company governing the superannuation fund to effect cover under the Policy described on this form.

I have completed this application for the purposes of my cover through my Self Managed Superannuation Fund only. I agree that no benefit will be paid under this policy in any circumstances if I made the application on behalf of another person.

I am a Permanent Resident of Australia and want to be covered under this Policy of insurance.

I have read and understood the [ESUPERFUND SMSF Master Insurance Plan Product Disclosure Statement](#) (PDS) in conjunction with this application and agree to be bound by its terms.

I have read and understood my Duty of Disclosure and I declare that all the information provided is true and correct and complete and I have not withheld or omitted any information relevant to this application for insurance. I also understand my duty to disclose continues after I have completed this application until AIA Australia has accepted the risk.

I have read and understood the [Privacy Statements](#) and consent to the collection, use and disclosure of personal and sensitive information in accordance with the Privacy Statements.

I understand that after I receive the first Policy Insurance Certificate from AGI I have a 28-day cooling off period in which I may cancel the insurance by notifying AGI in writing and returning the Policy Insurance Certificate and I will receive a full premium refund (unless a claim has been or could be made under the Policy).

I have read and considered the PDS in making my decision to apply for this insurance. I have not received any personal advice from AGI in relation to my application for insurance or whether the insurance is right for my personal objectives, financial situation or needs.

I understand that cover will not commence until the premium is paid and my application accepted by AIA Australia.

I consent to AIA Australia and AGI communicating electronically with me about my cover under the Policy as described in the current PDS. In providing this consent I nominate and authorise AIA Australia and AGI to act on instructions it has received electronically. This consent and authority will apply to all communications permitted to take place electronically by law (including any applicable industry Code or Code of Conduct) including but not limited to (a) statements of my cover under the Policy; (b) notices and other documents from AIA Australia and AGI to me about my cover under the Policy; (c) variations to the contract relating to my cover under the Policy; and (d) notices from me to AIA Australia or AGI. Any such communication is to be made to the nominated address in my personal capacity, and with respect to any communications to the Trustee of the superannuation fund that are permitted to be communicated electronically.

Yes, I have read and agree to the above declaration: **Acknowledged 11/06/2015 15:54**

Business Pack New Business Schedule

Important Information

Thank you for choosing to insure with Allianz.

Your new cover is set out in the Schedule and the enclosed Policy Document (Product Disclosure Statement (PDS) and Supplementary PDS). If you don't have a Policy Document please call us.

Before you proceed please check the information in this Schedule set out below and the Policy Document (PDS) to ensure that the cover is appropriate for you.

This Schedule is based on information you have given us. It is important that you comply with your Duty of Disclosure. Please refer to the Policy Document (PDS) that sets out your Duty. If you don't have a Policy Document (PDS) please call us. If you do not comply with your Duty of Disclosure we may reduce or refuse to pay a claim or we may cancel your insurance. If your non disclosure is fraudulent, we may refuse to pay a claim and treat the policy as if it never existed.

If any information is incorrect or incomplete or you wish to confirm any transaction in relation to your policy please contact us on 131 000.

We confirm that we have previously explained to you the reasons for collection and use of your personal information under the information handling guidelines of the Privacy Act 1988. We have received your consent to collect and use the information.

On receipt of your payment this Schedule will become your current Schedule.

Please keep your current Schedule and Policy Document (PDS) in a safe place.

| | | | |
|----------------------|-------------------------------|----------------|-------------------------------------|
| Policy Number | 09-R040464-COM | Insurer | Allianz Australia Insurance Limited |
| Insured | Rancho Relaxo Investments P/L | | AFS Licence No. 234708 |
| | | | ABN 15 000 122 850 |

Goods & Services Tax (GST)

Are you registered for GST Yes

Your ABN 47 816 961 803

Your Input Tax Credit (ITC) entitlement % on the GST component of the premium 100%

Period of Insurance

Effective Date 13/05/2016

Expiry Date 4pm on 13/05/2017

| | | |
|------------------------|---------------------------------------|-----------------|
| Premium Details | Basic Premium | \$375.00 |
| | Emergency and/or Fire Services Levies | \$0.00 |
| | Stamp Duty | \$37.20 |
| | GST | \$37.56 |
| | Other Charges | \$0.00 |
| | Total Annual Premium | \$449.76 |
| | Monthly Instalment | \$37.48 |

Business Pack New Business Schedule

Policy Summary

| Policy Section | Section Selected | Base Premium | SESL /FSL | GST | SD | Total Premium |
|--|------------------|--------------|-----------|-------|-------|---------------|
| Situation One U 1 37 Flinders Pde;;north Lakes QLD 4509 | | | | | | |
| 1 - Fire & Perils | Not Selected | | | | | |
| 2 - Business Interruption | Not Selected | | | | | |
| 3 - Theft | Not Selected | | | | | |
| 4 - Money | Not Selected | | | | | |
| 5 - General Property | Not Selected | | | | | |
| 6 - Glass | Not Selected | | | | | |
| 7 - Public & Products Liability | Yes | 375.00 | 0.00 | 37.56 | 37.20 | 449.76 |
| 8 - Personal Accident & Sickness | Not Selected | | | | | |
| 9 - Employee Dishonesty | Not Selected | | | | | |
| 10 - Machinery Breakdown | Not Selected | | | | | |
| 11 - Computer/Electronic Equipment | Not Selected | | | | | |
| 12 - Land Transit | Not Selected | | | | | |

| | Basic Premium | SESL /FSL | GST | SD | Total Premium |
|--------------------------------|---------------|-------------|--------------|--------------|---------------|
| Total Monthly Deduction | | | | | 37.48 |
| Total Annual Premium | 375.00 | 0.00 | 37.56 | 37.20 | 449.76 |

Business Pack New Business Schedule

Policy Summary

| Policy Section | Section Selected | Base Premium | SESL /FSL | GST | SD | Total Premium |
|--|------------------|--------------|-----------|-------|-------|---------------|
| Situation One U 1 37 Flinders Pde;;north Lakes QLD 4509 | | | | | | |
| 1 - Fire & Perils | Not Selected | | | | | |
| 2 - Business Interruption | Not Selected | | | | | |
| 3 - Theft | Not Selected | | | | | |
| 4 - Money | Not Selected | | | | | |
| 5 - General Property | Not Selected | | | | | |
| 6 - Glass | Not Selected | | | | | |
| 7 - Public & Products Liability | Yes | 375.00 | 0.00 | 37.56 | 37.20 | 449.76 |
| 8 - Personal Accident & Sickness | Not Selected | | | | | |
| 9 - Employee Dishonesty | Not Selected | | | | | |
| 10 - Machinery Breakdown | Not Selected | | | | | |
| 11 - Computer/Electronic Equipment | Not Selected | | | | | |
| 12 - Land Transit | Not Selected | | | | | |

| | Basic Premium | SESL /FSL | GST | SD | Total Premium |
|--------------------------------|---------------|-------------|--------------|--------------|---------------|
| Total Monthly Deduction | | | | | 37.48 |
| Total Annual Premium | 375.00 | 0.00 | 37.56 | 37.20 | 449.76 |

Business Pack

New Business Schedule

Section 7 - Public and Products Liability

Situation

U 1 37 Flinders Pde;;north Lakes
QLD 4509

Occupation

Property Owners Insurance-Sporting Goods /
Fitness

Limit of Indemnity

| Item | Description | Limit of Indemnity |
|------|--|--------------------|
| 1 | Public Liability any one Occurrence | \$10,000,000 |
| 2 | Products Liability any one Occurrence and in the aggregate any one Period of Insurance | \$10,000,000 |
| 3 | Property in Physical or Legal Control | \$0 |
| | Estimated annual turnover/ Annual rental | \$25,000 |
| | Number of employees including principals | 1 |

Excess Applicable To Claims

| | |
|---------------------------------------|-------|
| Property damage | \$500 |
| Property in physical or legal control | \$500 |

Additional Conditions And Endorsements Applying To The Section

The following additional condition(s) and/or endorsement(s) apply to the section. Where applicable, they will replace any terms, conditions or exclusions contained in the Policy Document.

PROPERTY OWNERS LIABILITY ENDORSEMENT ATTACHING TO AND FORMING PART OF POLICY:

Endorsement attaching to and forming part of Policy:

The following exclusions are added to the Public and Products Liability Section - Specific exclusions applicable to this Section

Property Owners Liability Only

arising directly or indirectly out of or in any way connected with any Business, profession, trade or manufacturing operations (other than as owners of property the subject of this policy) conducted by You or on Your behalf.

Your Products

arising directly or indirectly out of or in any way connected with Your Products.

Providing that this exclusion will only apply in respect of premises You sell, give away or abandon.

Other than as amended above, the terms, conditions and exclusions of this Policy shall continue to apply.

FINANCIAL CLAIMS SCHEME

In the unlikely event Allianz Australia Insurance Limited were to become insolvent and could not meet its obligations under this Policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria and for more information see the APRA website at <http://www.apra.gov.au> and the APRA hotline on 1300 55 88 49.

PAID
12/5/16

Other body corporate amounts are in settlement statement.

TAX INVOICE
ABN 88 217 554 405

Body Corporate and Community Management Act 1997

NOTICE OF CONTRIBUTIONS

Rancho Relaxo Investments P/L
ATF Rancho Relaxo Bare Trust
10 Price Street
NORTH LAKES QLD 4509

| | | | |
|----------------|---------------|-------------|---|
| Date of Notice | 19 April 2016 | | |
| A/c No | 1 | | |
| Lot No | 1 | Unit Number | 1 |
| Contrib Ent. | 1 | | |
| Interest Ent. | 1 | | |

Body Corporate for

37 FLINDERS PARADE NORTH LAKES CTS 48042

| Account | Period | Due Date | Amount | Discount | If paid by | Net Amount |
|------------------------------------|----------------------|-----------------|-----------------|-------------|------------|-------------------|
| Admin Fund - General | 01/06/16 to 31/08/16 | 01/06/16 | 962.50 | 0.00 | | 962.50 |
| Sink. Fund - General | 01/06/16 to 31/08/16 | 01/06/16 | 206.25 | 0.00 | | 206.25 |
| ARREARS/ADJUSTMENTS | | | 1,168.75 | | | 1,168.75 |
| Totals (Levies include GST) | | | 2,337.50 | 0.00 | | \$2,337.50 |

GST component on levies of \$1,062.50 is \$106.25

Interest at the rate of 30.00% per annum (2.50% per month) is payable on overdue Levies.

Please make your cheque payable to The body corporate for, 37 FLINDERS PARADE NORTH LAKES CTS 48042

Teller stamp and initials

The following charges apply to overdue levy Reminder Notices :
30 & 45 days - \$44.00; 60 days - \$50.00
Log in to www.capitolbca.com.au and click on Owner Login to access your levy information, meeting minutes, by-laws & change your address details.

Amount Paid \$
Date Paid / /

Capitol Body Corp Redcliffe



DEFT Reference Number: 2432 70402 1000 0000 012

Pay over the Internet from your **Credit Card or *pre-registered bank a/c at www.deft.com.au.
** A surcharge may apply to credit card transactions

By phone from your **Credit Card or *pre-registered bank account.
Call 1300 301 090 Int +612 8232 7395

BPAY Biller Code: 96503
Ref: 2432 70402 1000 0000 012

Contact your participating financial institution to make this payment from your cheque or savings account.

Account Body Corporate for
37 Flinders Pde Nth L CTS48042
ABN 88 217 554 405

Lot No. 1
Owner RANCHO RELAXO INVESTMENTS P/L

*Payments by phone or internet from your cheque or savings account require registration. Please complete a Customer Initiated Direct Debit registration form available at www.deft.com.au or call 1800 672 162

billpay In person, pay by cash, cheque or EFTPOS at any Post Office in Australia.

Pay by mailing this payment slip with your cheque to:
DEFT Payment Systems
GPO Box 141
Brisbane Qld 4001

All cheques must be made payable to:
Body Corporate For 37 Flinders Pde Nth L Cts48042
ABN 88 217 554 405



*496 243270402 10000000012

TOTAL AMOUNT DUE
DUE DATE 01/06/16

\$2,337.50

+243270402 10000000012<

000233750<4+

PAID 23 MARCH 2016
12/5/16

TAX INVOICE
ABN 88 217 554 405

Body Corporate and Community Management Act 1997

NOTICE OF CONTRIBUTIONS

Rancho Relaxo Investments P/L
ATF Rancho Relaxo Bare Trust
10 Price Street
NORTH LAKES QLD 4509

| | | | |
|----------------|------------------|-------------|---|
| Date of Notice | 19 February 2016 | | |
| A/c No | 1 | | |
| Lot No | 1 | Unit Number | 1 |
| Contrib Ent. | 1 | | |
| Interest Ent. | 1 | | |

Body Corporate for

37 FLINDERS PARADE NORTH LAKES CTS 48042

| Account | Period | Due Date | Amount | Discount | If paid by | Net Amount |
|----------------------|----------------------|----------|-----------------|-------------|------------|-------------------|
| Admin Fund - General | 01/03/16 to 31/05/16 | 01/04/16 | 962.50 | 0.00 | | 962.50 |
| Sink. Fund - General | 01/03/16 to 31/05/16 | 01/04/16 | 206.25 | 0.00 | | 206.25 |
| Totals | (Levies include GST) | | 1,168.75 | 0.00 | | \$1,168.75 |

GST component on levies of \$1,062.50 is \$106.25

Interest at the rate of 30.00% per annum (2.50% per month) is payable on overdue Levies.

Please make your cheque payable to The body corporate for, 37 FLINDERS PARADE NORTH LAKES CTS 48042

| | | |
|---------------------------|--|-------------|
| Teller stamp and initials | The following charges apply to overdue levy Reminder Notices : | Amount Paid |
| | 30 & 45 days - \$44.00; 60 days - \$50.00 | \$ |
| | Log in to www.capitolbca.com.au and click on Owner Login to access your levy information, meeting minutes, by-laws & change your address details. | Date Paid |
| | | / / |



Capitol Body Corp Redcliffe

DEFT Reference Number: 2432 70402 1000 0000 012

Pay over the Internet from your **Credit Card or *pre-registered bank a/c at www.deft.com.au.
 ** A surcharge may apply to credit card transactions
 By phone from your **Credit Card or *pre-registered bank account.
 Call 1300 301 090 Int +612 8232 7395

| | |
|---------|--|
| Account | Body Corporate for 37 Flinders Pde Nth L CTS48042 ABN 88 217 554 405 |
| Lot No. | 1 |
| Owner | RANCHO RELAXO INVESTMENTS P/L |

*Payments by phone or internet from your cheque or savings account require registration. Please complete a Customer Initiated Direct Debit registration form available at www.deft.com.au or call 1800 672 162



Pay by mailing this payment slip with your cheque to:
DEFT Payment Systems
GPO Box 141
Brisbane Qld 4001

All cheques must be made payable to:
Body Corporate For 37 Flinders Pde Nth L Cts48042
ABN 88 217 554 405

In person, pay by cash, cheque or EFTPOS at any Post Office in Australia.

TOTAL AMOUNT DUE
DUE DATE 01/04/16

\$1,168.75



*496 243270402 10000000012

+243270402 10000000012<

000116875<4+

Rate notice



Administration Centres
Caboolture, Redcliffe
and Strathpine

Postal Address
PO Box 159
Caboolture Qld 4510

Customer Service
Ph: (07) 3480 6464
Fax: (07) 3205 0599

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



036

Rancho Relaxo Investments Pty Ltd Tte
10 Price Street
NORTH LAKES QLD 4509

Property Details

Unit 1 37 Flinders Parade, NORTH LAKES QLD 4509
Lot 1 SP 281248
Rateable Valuation \$61,468

Assessment number

824509.4

Total Payable

\$521.05

Period of rating

1 April - 30 June 2016

Date of issue

04 April 2016

Due date for payment

04 May 2016

Balance from Last Period

Balance as at 01 April 2016

-420.14

Council Rates & Charges

General Rate - Category LC1 (minimum)

282.75

Land Record Management Fee

72.00

Regional Infrastructure Separate Charge

13.00

Special Charge - Comm Waste Management

26.75

Special Charge - North Lakes Enhanced Services

7.50

State Government Charges

Emergency Management Levy - Group 3A

119.05

Supplementary Rates & Charges

Refer to details on reverse side

420.14

TOTAL PAYABLE

\$521.05

End of Quarter Processing Deadlines

Please note that due to processing requirements, payments made after 31st March 2016 may not have been processed before the printing of this notice and may appear as an overdue balance.

PAID
12/5/16

PLEASE NOTE A FEE OF 0.4% APPLIES IF YOU PAY BY VISA OR MASTERCARD. THIS FEE WILL APPEAR ON YOUR NEXT QUARTERLY RATES NOTICE.

BPAY: Use your Phone or Internet banking

PHONE: Call 1300 400 620

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

AUSTRALIA POST: Pay over the counter at any post office

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

IN PERSON: Pay at any Customer Service Centre

DIRECT DEBIT: Go to www.moretonbay.qld.gov.au

INTEREST: Interest at the rate of 11% per annum compounded on daily rests will be charged on current rates that remain unpaid immediately after the Due Date. Balances brought forward from a previous period will continue to accrue interest from the beginning of this period.

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

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

PAYMENT REMITTANCE SLIP



*2463 008245094



Billor Code: 7062
Ref: 008245094

Assessment number

824509.4

Total Payable

\$521.05

Period of rating

1 April - 30 June 2016

Date of issue

04 April 2016

Due date for payment

04 May 2016

Location: Unit 1 37 Flinders Parade, NORTH LAKES QLD 4509
Customer Ref: 008245094

Supplementary rates & charges for your property

| Description | From Date | To Date | Amount |
|--|-----------|-----------|---------------|
| General Rate - Category LC1 | 26-Nov-15 | 31-Dec-15 | 110.64 |
| General Rate - Category LC1 | 1-Jan-16 | 31-Mar-16 | 282.75 |
| Special Charge - Comm Waste Management | 1-Jan-16 | 31-Mar-16 | 26.75 |
| TOTAL | | | 420.14 |

Supplementary Rates & Charges

Supplementary rates & charges are processed during the year to update property records where changes have occurred that alter the nature of the property that result in a change to rates.

These changes to a property can include:

- alterations
- additions
- new constructions
- demolitions
- subdivisions
- changes in the use of a property
- change to the valuation of a property
- zoning amendments

A supplementary rate or charge notifies ratepayers of new charges that occur due to a:

- valuation being provided for the first time
- change to an existing valuation
- service becoming available to a property for the first time
- change to an existing service
- correction of an error

Depending on the reason for the supplementary rate or charge, the amount is calculated on a pro-rata basis from either the date of valuation, the date a plan is lodged in the Titles Office, the date changed or new services became effective, or from the date of error.

A supplementary rate or charge is issued on the next rate notice following notification of the change.



ASIC
Australian Securities & Investments Commission

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

ABN 86 768 265 615

SMSF

RANCHO RELAXO SMSF PTY LTD
10 PRICE ST NORTH LAKES QLD 4509

INVOICE STATEMENT

Issue date 28 Apr 16

RANCHO RELAXO SMSF PTY LTD

ACN 605 532 661
Account No. 22 605532661

PAID

Summary

| | |
|---------------------|----------------|
| Balance outstanding | \$0.00 |
| New items | \$46.00 |
| Payments & credits | \$0.00 |
| TOTAL DUE | \$46.00 |

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

Transaction details are listed on the back of this page

Please pay

| | |
|--------------|---------|
| Immediately | \$0.00 |
| By 28 Jun 16 | \$46.00 |

If you have already paid please ignore this invoice statement.

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



ASIC
Australian Securities & Investments Commission

PAYMENT SLIP

RANCHO RELAXO SMSF PTY LTD

ACN 605 532 661 Account No. 22 605532661

| | |
|--------------|---------|
| TOTAL DUE | \$46.00 |
| Immediately | \$0.00 |
| By 28 Jun 16 | \$46.00 |

Payment options are listed on the back of this payment slip

B PAY
Biller Code: 17301
Ref: 2296055326617



22 605532661



*814 129 0002296055326617 61

Transaction details

page 2 of 2

*Transactions for this period
Unpaid or partially paid*

ASIC reference

\$ Amount

28/04/2016 Annual Review - Special Purpose Co

2X3706994480C A

\$46.00

PAYMENT OPTIONS



Billpay Code: 8929
Ref: 2296 0553 2661 761

Australia Post

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

Phone

Call 13 18 16 to pay by Mastercard or Visa

On-line

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

Mail

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



Biller Code: 17301
Ref: 2296055326617

Telephone & Internet Banking – BPAY®

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



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

ABN 86 768 265 615

RANCHO RELAXO INVESTMENTS PTY. LTD.
10 PRICE ST NORTH LAKES QLD 4509

INVOICE STATEMENT

Issue date 26 May 16

RANCHO RELAXO INVESTMENTS PTY. LTD.

PAID 4/6/16

ACN 606 045 336
Account No. 22 606045336

Summary

| | |
|---------------------|-----------------|
| Balance outstanding | \$0.00 |
| New items | \$246.00 |
| Payments & credits | \$0.00 |
| TOTAL DUE | \$246.00 |

Please pay

| | |
|--------------|-----------------|
| Immediately | \$0.00 |
| By 26 Jul 16 | \$246.00 |

If you have already paid please ignore this invoice statement.

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

Transaction details are listed on the back of this page

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



PAYMENT SLIP

RANCHO RELAXO INVESTMENTS PTY. LTD.

| | |
|---------------------|-----------------|
| TOTAL DUE | \$246.00 |
| Immediately | \$0.00 |
| By 26 Jul 16 | \$246.00 |

Payment options are listed on the back of this payment slip

ACN 606 045 336 Account No. 22 606045336

Biller Code: 17301
Ref: 2296060453364



22 606045336



*814 129 0002296060453364 73

Transaction details

page 2 of 2

| | <i>Transactions for this period Unpaid or partially paid</i> | <i>ASIC reference</i> | <i>\$ Amount</i> |
|------------|--|-----------------------|------------------|
| 26/05/2016 | Annual Review - Pty Co | 2X3909026480B A | \$246.00 |

PAYMENT OPTIONS



Billpay Code: 8929
Ref: 2296 0604 5336 473

Australia Post

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

Phone

Call 13 18 16 to pay by Mastercard or Visa

On-line

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

Mail

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



Biller Code: 17301
Ref: 2296060453364

Telephone & Internet Banking – BPAY®

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

15 January 2016

\$990.18 - formation cost, non deductible.

To: Trustees
C/- Rancho Relaxo Superfund
10 Price Street
NORTH LAKES QLD 4509



| | |
|--------------------|--------------------|
| Legal Fees: | |
| Annual compliance | \$699.00 |
| Bare trust set up | \$990.18 see below |
| Total | \$1,689.18 |

Dear Trustees,

**Rancho Relaxo Superfund
TAX INVOICE**

Fees incurred in relation to the Rancho Relaxo Superfund
- 2016 Annual Compliance

| | |
|-----------------------------------|-----------------|
| Fee Due (inclusive of GST) | \$699.00 |
| Less: Amount Paid | \$699.00 |
| | ----- |
| Amount Owing | \$0.00 |
| | ===== |

Trust Account Statement

Mr S Moller
 Rancho Relaxo Investments Pty Ltd as trustee
 10 Price Street
 NORTH LAKES QLD 4509

As at: 25/03/2020

Person Responsible: Gary Hutchinson

Matter: 150429
 Client: Rancho Relaxo Investments Pty Ltd
 Description: Purchase

Institution: BOQ
 Account: Cooke & Hutchinson Pty Ltd Law Practice Trust Account
 BSB: 124013
 Account Number: 21711560

* Indicates entry date

| Date | Transaction No. | Description | Withdrawal | Deposit | Balance |
|---------------------------|-----------------|---|------------|--------------|--------------|
| 08/07/2015 *09/07/2015 | Rec2227 | Received from: Rancho Relaxo Investments Pty Ltd 10 Prince Street NORTH LAKES QLD, 4509 Reason: Retainer | - | \$3,710.00 | \$3,710.00 |
| 11/08/2015 *12/08/2015 | Rec2272 | Received from: Scott Moller Rancho Relaxo Investments Pty Ltd 10 Prince Street NORTH LAKES QLD, 4509 Reason: Retainer | - | \$2,370.50 | \$6,080.50 |
| 01/09/2015 | Pay2546 | Paid by Cheque to: Gadens Reason: costs and outlays to set up bare trust | \$990.18 | - | \$5,090.32 |
| 03/12/2015 *07/12/2015 | Rec2482 | Received from: Rancho Relaxo Investments Pty Ltd 10 Prince Street NORTH LAKES QLD, 4509 Reason: Retainer re Deed of Ratification | - | \$1,430.00 | \$6,520.32 |
| 23/12/2015 | Pay2752 | Paid by Cheque to: Cooke & Hutchinson PO Box 130 Redcliffe QLD 4020 Reason: Trust to Office Transfer | \$1,430.00 | - | \$5,090.32 |
| 11/01/2016 | Rec2513 | Received from: Rancho Relaxo Superfund Rancho Relaxo Investments Pty Ltd 10 Price Street NORTH LAKES QLD 4509 Reason: Settlement Monies, stamp duty and legal costs | - | \$152,000.00 | \$157,090.32 |
| 14/01/2016 | Pay2783 | Paid by Cheque to: Commissioner of State Revenue Commissioner of State Revenue Reason: Transfer duty | \$9,236.50 | - | \$147,853.82 |

setting up bare trust

\$990.18

Trust Account Statement

Mr S Moller
 Rancho Relaxo Investments Pty Ltd as trustee
 10 Price Street
 NORTH LAKES QLD 4509

As at: 25/03/2020

Person Responsible: Gary Hutchinson

Matter: 150429
 Client: Rancho Relaxo Investments Pty Ltd
 Description: Purchase

Institution: BOQ
 Account: Cooke & Hutchinson Pty Ltd Law Practice Trust Account
 BSB: 124013
 Account Number: 21711560

* Indicates entry date

| Date | Transaction No. | Description | Withdrawal | Deposit | Balance |
|---------------------------|-----------------|---|------------|--------------|--------------|
| 08/07/2015 *09/07/2015 | Rec2227 | Received from: Rancho Relaxo Investments Pty Ltd 10 Prince Street NORTH LAKES QLD, 4509 Reason: Retainer | - | \$3,710.00 | \$3,710.00 |
| 11/08/2015 *12/08/2015 | Rec2272 | Received from: Scott Moller Rancho Relaxo Investments Pty Ltd 10 Prince Street NORTH LAKES QLD, 4509 Reason: Retainer | - | \$2,370.50 | \$6,080.50 |
| 01/09/2015 | Pay2546 | Paid by Cheque to: Gadens Reason: costs and outlays to set up bare trust | \$990.18 | - | \$5,090.32 |
| 03/12/2015 *07/12/2015 | Rec2482 | Received from: Rancho Relaxo Investments Pty Ltd 10 Prince Street NORTH LAKES QLD, 4509 Reason: Retainer re Deed of Ratification | - | \$1,430.00 | \$6,520.32 |
| 23/12/2015 | Pay2752 | Paid by Cheque to: Cooke & Hutchinson PO Box 130 Redcliffe QLD 4020 Reason: Trust to Office Transfer | \$1,430.00 | - | \$5,090.32 |
| 11/01/2016 | Rec2513 | Received from: Rancho Relaxo Superfund Rancho Relaxo Investments Pty Ltd 10 Price Street NORTH LAKES QLD 4509 Reason: Settlement Monies, stamp duty and legal costs | - | \$152,000.00 | \$157,090.32 |
| 14/01/2016 | Pay2783 | Paid by Cheque to: Commissioner of State Revenue Commissioner of State Revenue Reason: Transfer duty | \$9,236.50 | - | \$147,853.82 |

setting up bare trust

| | | | | | |
|------------|---------|---|--------------|--------------|--------------|
| 22/01/2016 | Pay2792 | Paid by Cheque to: Moreton Bay Regional Council PO Box 159 CABOOLTURE QLD 4510 Reason: Settlement funds - payment of rates | \$420.14 | - | \$147,433.68 |
| 22/01/2016 | Pay2793 | Paid by Cheque to: Body Corporate for Body Corporate for 37 Flinders Parade North Lakes CTS 48042 Reason: settlement moneys - payment of levies | \$1,168.75 | - | \$146,264.93 |
| 22/01/2016 | Pay2794 | Paid by Cheque to: Law Elements Pty Ltd Level 1, Unit 1C/201 Leichhardt Street SPRING HILL QLD 4000 Reason: settlement moneys | \$1,392.20 | - | \$144,872.73 |
| 22/01/2016 | Pay2795 | Paid by Cheque to: Bank of Queensland in favour of Cooke and Hutchinson in trust for Keymax Flinders Pty Ltd ATF Reason: Settlement funds | \$119,033.53 | - | \$25,839.20 |
| 29/01/2016 | Pay2806 | Paid by Cheque to: Rancho Relaxo Investments Pty Ltd 10 Price Street NORTH LAKES QLD 4509 Reason: refund of settlement moneys | \$16,338.57 | - | \$9,500.63 |
| 10/02/2016 | Pay2816 | Paid by Cheque to: Cooke & Hutchinson PO Box 130 Redcliffe QLD 4020 Reason: Trust to Office Transfer | \$1,301.63 | - | \$8,199.00 |
| 10/02/2016 | Pay2816 | Paid by Cheque to: Cooke & Hutchinson PO Box 130 Redcliffe QLD 4020 Reason: Trust to Office Transfer | \$8,199.00 | - | - |
| | | | \$159,510.50 | \$159,510.50 | - |

Mr S Moller
 Rancho Relaxo Investments Pty Ltd as trustee
 10 Price Street
 NORTH LAKES QLD 4509

29 January 2016

Invoice No:6940
 Matter No: GH:ND:150429

TAX INVOICE
ABN 85 210 552 076

**RE: RANCHO RELAXO INVESTMENTS PTY LTD AS TRUSTEE PURCHASE FROM
 KEYMAX FLINDERS PTY LTD
 PROPERTY: UNIT 1/37 FLINDERS PARADE, NORTH LAKES**

| Professional Fees | + Disbursements | -Discount | - Money in Trust | = BALANCE DUE |
|-------------------|-------------------|-----------------|-------------------|---------------|
| \$7,332.60 | \$1,375.73 | \$509.33 | \$8,199.00 | \$0.00 |

**GST \$709.62

PLEASE REFER TO THE ATTACHED FEES & DISBURSEMENT SCHEDULES

This Tax Invoice is a request for payment/notice of withdrawal pursuant to Section 58(3) of the Legal Profession Regulation 2007.

With Compliments
COOKE & HUTCHINSON



E & O E

**** YOU MAY CHOOSE ANY OF THE FOLLOWING PAYMENT OPTIONS ****
**** Please read the important notice on the back of this page carefully ****

|  MAIL |  IN PERSON |  TELEPHONE |  DIRECT DEPOSIT |
|--|--|---|--|
| PO BOX 130 REDCLIFFE QLD 4020 Make cheque/money order payable to: Cooke & Hutchinson Lawyers PTO: | Level 1 Bluewater Square 20 Anzac Avenue REDCLIFFE We accept Cash, Cheque, EFTPOS and Credit Card (Mastercard & Visa) | (07) 3889 3233 We accept telephone Credit Card Payments (Mastercard & Visa) Please note that a 1.5% surcharge will be added to all Credit Card Payments | Bank: Bank of Queensland Account Details: Acc Name: Cooke & Hutchinson BSB: 124-067 Acc No: 21711564 Reference: 150429 |

Mr S Moller
 Rancho Relaxo Investments Pty Ltd
 10 Prince Street
 NORTH LAKES QLD 4509

11 December 2015

Invoice No:6834
 Matter No: GH:JT:150429

TAX INVOICE
ABN 85 210 552 076

RE: ST GEORGE LOAN DOCUMENTATION

| Professional Fees & Disbursements | + GST | - Money in Trust | = BALANCE DUE |
|-----------------------------------|-----------------|------------------|-------------------|
| \$1,183.30 | \$118.33 | \$ 0.00 | \$1,301.63 |

PLEASE REFER TO THE ATTACHED FEES & DISBURSEMENT SCHEDULES

This Tax Invoice is a request for payment/notice of withdrawal pursuant to Section 58(3) of the Legal Profession Regulation 2007.

THIS ACCOUNT IS DUE FOR PAYMENT BY 18 DECEMBER 2015

With Compliments
COOKE & HUTCHINSON

E & O E



**** YOU MAY CHOOSE ANY OF THE FOLLOWING PAYMENT OPTIONS ****
**** Please read the important notice on the back of this page carefully ****

|  MAIL |  IN PERSON |  TELEPHONE |  DIRECT DEPOSIT |
|--|--|---|--|
| PO BOX 130 REDCLIFFE QLD 4020 Make cheque/money order payable to: Cooke & Hutchinson Lawyers PTO: | Level 1 Bluewater Square 20 Anzac Avenue REDCLIFFE We accept Cash, Cheque, EFTPOS and Credit Card (Mastercard & Visa) | (07) 3889 3233 We accept telephone Credit Card Payments (Mastercard & Visa) Please note that a 1.5% surcharge will be added to all Credit Card Payments | Bank: Bank of Queensland Account Details: Acc Name: Cooke & Hutchinson BSB: 124-067 Acc No: 21711564 Reference: 150429 |

Mr S Moller
 Rancho Relaxo Investments Pty Ltd
 10 Prince Street
 NORTH LAKES QLD 4509

11 December 2015

Invoice No:6832
 Matter No: GH:JT:150429

TAX INVOICE
ABN 85 210 552 076

**RE: DEED OF RECTIFICATION, CONFIRMATION AND RATIFICATION
 RANCHO RELAXO SUPERFUND**

| Professional Fees & Disbursements | + GST | - Money in Trust | = BALANCE DUE |
|-----------------------------------|-----------------|-------------------|---------------|
| \$1,300.00 | \$130.00 | \$1,430.00 | \$0.00 |

PLEASE REFER TO THE ATTACHED FEES & DISBURSEMENT SCHEDULES

This Tax Invoice is a request for payment/notice of withdrawal pursuant to Section 58(3) of the Legal Profession Regulation 2007.

THIS ACCOUNT IS DUE FOR PAYMENT BY 18 DECEMBER 2015

With Compliments
COOKE & HUTCHINSON



E & O E

**** YOU MAY CHOOSE ANY OF THE FOLLOWING PAYMENT OPTIONS ****
**** Please read the important notice on the back of this page carefully ****

|  MAIL |  IN PERSON |  TELEPHONE |  DIRECT DEPOSIT |
|--|--|---|--|
| PO BOX 130 REDCLIFFE QLD 4020 Make cheque/money order payable to: Cooke & Hutchinson Lawyers PTO: | Level 1 Bluewater Square 20 Anzac Avenue REDCLIFFE We accept Cash, Cheque, EFTPOS and Credit Card (Mastercard & Visa) | (07) 3889 3233 We accept telephone Credit Card Payments (Mastercard & Visa) Please note that a 1.5% surcharge will be added to all Credit Card Payments | Bank: Bank of Queensland Account Details: Acc Name: Cooke & Hutchinson BSB: 124-067 Acc No: 21711564 Reference: 150429 |

Our Reference 201512887 KMC
Direct Line +61 7 3231 1557
Email kathleen.conroy@gadens.com

gadens

Invoice Date: 26/08/2015
Invoice No: 279340

ABN 30 326 150 968

Laurie Scrogings
Cooke & Hutchinson Lawyers
PO Box 130
REDCLIFFE QLD 4020

ONE ONE ONE
111 Eagle Street
Brisbane QLD 4000
Australia

GPO Box 129
Brisbane QLD 4001

T +61 7 3231 1666
F +61 7 3229 5850

gadens.com

RE: RANCHO RELAXO SUPER FUND

TAX INVOICE
ABN: 30 326 150 968

Account period: 12 August 2015 to 14 August 2015

| | |
|---|-----------------------|
| Professional Fees | \$870.00 |
| Disbursements | \$30.16 |
| Subtotal | <hr/> \$900.16 |
| GST applied | \$90.02 |
| Total Professional Fees and Disbursements: | <hr/> \$990.18 |

Our Ref: GH:FE:150429
Your Ref:

29 January 2016

Mr S & Mrs C Moller
Rancho Relaxo Investments Pty Ltd as trustee
10 Price Street
NORTH LAKES QLD 4509
BY EXPRESS POST

REDCLIFFE
Level 1, Bluewater Square
20 Anzac Avenue
Redcliffe Qld 4020

NORTH LAKES
Level 1, North Lakes Central
53 Endeavour Boulevard
North Lakes Qld 4509

POSTAL ADDRESS
PO Box 130
REDCLIFFE QLD 4020

TEL (07) 3284 9433
FAX (07) 3883 1314

info@cookehutchinson.com.au
www.cookehutchinson.com.au

Dear Scott and Catrina

Rancho Relaxo Investments Pty Ltd as trustee purchase from Keymax Flinders Pty Ltd as trustee
Property: Unit 1/37 Flinders Parade, North Lakes

We confirm that settlement took place on 22 January 2016. Congratulations!

We **enclose** the following documents:

1. Original stamped contract;
2. Original Disclosure statement;
3. Settlement statement;
4. GST tax invoice in relation to the purchase;
5. Our tax invoice;
6. Trust account statement;
7. Trust account cheque for \$16,338.57;
8. Original Custodian Trust Deed for the Rancho Relaxo Bare Trust (three copies);
9. Minutes of meeting of Directors dated 18 August 2015 re Rancho Relaxo Bare Trust;
10. Minutes of meeting of Directors dated 18 August 2015 re Rancho Relaxo Bare Trust and request and authorisation to acquire the property; and
11. Deed of Rectification, Confirmation and Ratification for the Rancho Relaxo Superfund (two copies).

Registration of transfer

The documents necessary to transfer title into your name were handed to St George who will attend to registration at the titles office.

The titles office will, in turn, notify the council of the sale so that future rate assessments and notices of valuation will be sent directly to you.

"Protecting and Planning Your Future for Over 40 Years"

Individual Liability Limited by a Scheme Approved under Professional Standards Legislation

Owned & Operated by Cooke & Hutchinson Pty Ltd ACN 137 139 069 An Incorporated Legal Practice under the Legal Profession Act 2007 (QLD)

Settlement

The balance purchase money was paid on settlement in accordance with the **attached** settlement sheet. **Your lender paid \$163,711.00** and **the balance was paid by you.**

Details of the various rate adjustments are shown on the settlement sheet and it will be your responsibility to attend to the payment of the council rates from 1 April 2016 and water levies from 23 January 2016. The Moreton Bay Regional Council charges a \$72 transfer fee which will be included on the next rates notice following settlement.

Contract

Pursuant to tax law you must retain the original contract for a period of seven years. Failure to do so may result in a substantial penalty.

GST

The purchase was subject to the GST on the purchase price. Pursuant to clause 8.1(b) of the contract, GST was not imposed on the adjustments to the purchase price. A GST invoice was provided in relation to the purchase.

Searches

We confirm that we conducted the following searches/made enquiries with the following agencies:

- Moreton Bay Regional Council – property and rating information;
- Contaminated Land Register;
- Land tax;
- Noise Corridor;
- Supreme, District and Federal Court registers;
- QCAT tree register;
- PPSR;
- Protected matters;

These searches were all satisfactory.

Costs

A copy of our invoice is **enclosed** which shows the amount paid by you for our costs and reimbursements. We refer you to our two Change Order Documents and also our letter of 18 January 2016 in which we informed you that our costs would exceed the estimate in our Second Change Order due to the Deed of Covenant and extra dealings with St George's solicitors in relation to the documentation for settlement.

We stated in our letter of 18 January 2016, that the extra were costs at that date were \$1,110 (including GST) and that further costs may be incurred. We have limited our extra costs to the amount of \$1,110 and have provided you with a discount of \$509.33.

The total of our invoice is \$8,199.00. We hold the amount of \$25,839.20 in our trust account. This is sufficient to pay this invoice and also our invoice number 6834 issued on **11 December 2015 for \$1,301.63.**

We **enclose** our trust account cheque in the amount of \$16,338.57 being the refund of the balance of funds received from you.

Insurance

The owner is responsible insuring the building for the first year after the establishment of the body corporate. After that time, the insurance is the responsibility of the body corporate. The legislation enables the owner to recoup the cost of this insurance from buyers and the seller has done this pursuant to the contract. The cost of the insurance levy was included in the adjustment for the administrative levy in the settlement statement.

The costs for insurance will be included in the body corporate levies after the first year.

We enclose copies of the certificate of currency of insurance and the tax invoice for the policy received from the seller's solicitors, for your information.

Body corporate roll and outstanding levies

We have completed a Form 8 to note the change of ownership of the lot and have sent this to the body corporate manager together with the cheque for \$1,168.75 in payment of the outstanding levies.

Land tax

If you own other properties, you may need to consider the land tax implications of this purchase. If you need any advice about this please contact us.

Lease

We note that you have now decided to lease the premises and we are taking your instructions on this separately. We shall be in contact with you shortly regarding the letter of intent.

Documents

Would you please acknowledge receipt of the above documents by signing the **enclosed** copy letter and returning it to us.

We thank you for your instructions and look forward to continuing to work with you.

Yours faithfully

COOKE & HUTCHINSON

**Gary Hutchinson**

Legal Practice Director

Direct e-mail: gary@cookehutchinson.com.au

Direct line: (07) 3283 2638

Encl.



MGA Insurance Brokers Pty. Ltd.
4/7 East Street
CABOOLTURE
QLD 4510
Website: www.mga.com

TAX INVOICE
Issued 06.08.2015

MGA Insurance Brokers Pty. Ltd. ABN 29 008 096 277
Australian Financial Services Licence No. 244601

Keymax Properties
P.O.Box 1390
North Lakes QLD 4509

Paid by previous owner
for the first year and it is
the responsibility of the
seller.

Total Due

A\$ 5,678.16

Pay By

25th June 2015

or within 7 days of invoice receipt

Our Reference

I2190650

| | | | |
|------------|-----------------------------------|-------------------------|-----------------|
| Class | : Strata Title Commerical | Premium | 4,644.00 |
| Insurer | : SURA Commercial | Insurer Charges | 100.00 |
| | | Stamp Duty | 459.76 |
| Policy No. | : LAT.12.62870 | | |
| Period | : 25.06.2015 to 25.06.2016 at 4pm | | |
| Invoice No | : I2190650 | SubTotal Excl. GST | 5,203.76 |
| | | GST Total | 474.40 |
| | | Total Amount A\$ | 5,678.16 |

IMPORTANT INFORMATION

New Cover For: Commercial Strata - 37 Flinders Parade, Northlakes 4509

Please complete all highlighted areas on the attached proposal form and return within 7 days to ensure continuation of cover.

*If you should have any queries please contact:
Wayne Keogh on (07) 5432 2201*

PAID
07 AUG 2015

BY: _____

Please read important notices overleaf.

Claims must be notified immediately as late notification may cause denial of liability in some instances.

Payment Options:



Billor Code: **36160**
Reference: **021906500055**
From savings or cheque account

IN PERSON

Pay in person at any Australia Post outlet or at your local MGA Office.



Post your cheque with this payment slip to:
MGA Insurance Brokers Pty. Ltd.
PO Box 62
CABOOLTURE QLD 4510



Payment can be made by credit card - an administration charge will apply to all transactions:
Visa / Mastercard 1.5% (Inc GST)
Amex / Diners 3.5% (Inc GST)



Post Billpay

Pay in person at any Australia Post outlet using cash, cheque or EFTPOS.

ENTERED
DATE 10/8 BY [signature]



*2871 021906500055

Total Amount A\$ 5,678.16

Broker: Wayne Keogh
MGA CAB K6662 0873540/000

I2190650



OUR PRIVACY POLICY

We are committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth) (Privacy Act) and the Australian Privacy Principles (APP's). Where required, we will provide you with a Collection Notice which outlines how we collect, disclose and handle your information.

You can also refer to our Privacy Policy available on our website or by contacting us for more information about our privacy practices including how we collect, use or disclose your information, how to access or seek correction to your information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled.

YOUR DUTY OF DISCLOSURE

Before you enter into a contract of general insurance with an Insurer, you have a duty under the Insurance Contracts Act 1984 to disclose to the Insurer every matter that you know, or could reasonably be expected to know, is relevant to the Insurer's decision whether to accept the risk of the insurance, and if so, on what terms.

You have the same duty to disclose those matters to the Insurer before you renew, extend, vary or reinstate a contract of general insurance. Your duty however does not require disclosure of matter:

- that diminishes the risk to be undertaken by the Insurer.
- that your Insurer knows or, in the ordinary course of his business, ought to know.
- that is of common knowledge.
- as to which compliance with your duty is waived by the Insurer.

NON-DISCLOSURE

If you fail to comply with your duty of disclosure, the Insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the Insurer may also have the option of avoiding the contract from its beginning.

AVERAGE OR CO-INSURANCE

Where in the proposed contract of Insurance, an Average or Co-Insurance provision occurs, you will be considered your own Insurer for the difference between the sum insured at the time of loss and the specified percentage of the true value of the property lost or damaged. The effect of the Average or Co-Insurance provision is that you will bear a rateable proportion of any loss in the event of any under-insurance.

THIRD PARTY INTERESTS

You should advise the Insurer of the interest of all third parties (e.g. financiers, lessors, mortgagees) in the policy. The interest of such third parties will only be protected if such interest is noted on the policy.

HOLD BLAMELESS OR PREVENTING THE RIGHT OF RECOVERY

You are warned that should you become a party to any agreement that has the effect of excluding or limiting the Insurer's chance of recovery from a third party, the Insurer will have the right to refuse to indemnify you for such loss if it is shown that Insurer's rights of recovery has been prejudiced by your action.

ASSOCIATIONS WITH RELATED BODIES CORPORATE

We are members of the Austbrokers Group of insurance brokers. MGA Insurance Brokers is an equity member within the Austbrokers Group. Austbrokers Holdings Limited (AHL) and IBNA Limited (IBNA) are joint owners of A & I Member Services (AIMS), a company that provides marketing, distribution and training services to members of the Austbroker and IBNA Groups.

MGA EziPay Pty Ltd is a wholly owned subsidiary of the MGA Group.

ASSOCIATION WITH AN UNDERWRITING AGENCY

We have an association with Millennium Underwriting Agencies Pty Ltd. MGA Insurance Brokers Pty Ltd and Millennium Underwriting Agencies Pty Ltd have some common directors and a proportion of the shares of each company have some common beneficial ownership.

IMPORTANT INFORMATION

This document provides only brief details of the insurance. The full terms and conditions are contained in the policy document and it is essential that this be read carefully. Should any doubt arise as to the scope of cover provided, please contact your local MGA office for an explanation.

MGA subscribes to the Financial Ombudsman Service. Should you have any complaint about MGA please contact our office immediately.

The latest version of our Financial Services Guide is available on our website www.mga.com

LEGAL LIABILITY INSURANCE

Should the policy schedule state that the cover is written on a "Claims Made" basis, it is imperative that the Insurer be notified immediately of any claim or incident that may result in a claim during the currency of the policy.

NON RETURN OF BROKERAGE

The charges detailed on this invoice include the commission and broker fee income earned by this office for the placement of the risk insured. Credit notes subsequently allowed may be net of commission and broker fee or have a fee charged to offset the Insurer's deduction of commission.

COOLING OFF PERIOD

If you are not completely satisfied with this policy, you may cancel it within 14 days of the Policy being issued. You will receive a refund of the amount you paid. This will not apply if you make a claim for an incident which occurs during this 14 days, or if the policy has ceased before the 14 day period has ended.

MGA Insurance Brokers Pty Ltd

ABN 29 008 096 277
4/7 East Street
CABOOLTURE
QLD 4510

Phone: 07 5432 2200
Fax: 07 3220 6034
PO Box 62
CABOOLTURE QLD 4510

COVERAGE SUMMARY

Keymax Properties
Strata Title Commercial

STRATA/COMMUNITY CORPORATION - COMMERCIAL

INSURED:

Body Corporate Keymax Flinders CTS TBA

SITUATION:

37 Flinders Parade, Northlakes QLD 4509

UNDERWRITTEN BY :CGU Insurance Limited

PROPORTION OF RISK :100%

BUILDING:

| | | |
|---------------------------|----|-----------|
| Building Sum Insured | \$ | 1,100,000 |
| Loss of Rent & Temp Accom | \$ | 165,000 |
| Common Area Contents | \$ | 11,000 |

Excess \$ 250
Unoccupied Units \$2,500

LEGAL LIABILITY :\$ 20,000,000

Excess \$ 250

PERSONAL ACCIDENT :(Voluntary Workers)

| | | |
|------------------|----|---------|
| Capital Benefits | \$ | 200,000 |
| Weekly Benefits | \$ | 2,000 |

Excess 7 Days

WORKERS COMPENSATION \$Not Insured

FIDELITY GUARANTEE \$ 100,000

Excess \$ 250

OFFICE BEARERS LIABILITY \$ 1,000,000

Excess \$ 250

MACHINERY BREAKDOWN :Limit as per Schedule \$ 1,100,000

Loss of Rent \$ 165,000

Excess \$ 500

BUILDING CATASTROPHE \$Not Taken

Please refer to the Product Disclosure Statement for Policy Limitations

ENDORSEMENTS :Quarantinable Infectious Diseases Exclusion

It is agreed that this Policy is amended as follows.

MGA Insurance Brokers Pty Ltd

ABN 29 008 096 277
4/7 East Street
CABOOLTURE
QLD 4510

Phone: 07 5432 2200
Fax: 07 3220 6034
PO Box 62
CABOOLTURE QLD 4510

COVERAGE SUMMARY

Keymax Properties
Strata Title Commercial

We will not cover you for interruption or interference with your business arising directly or indirectly as a result of any highly pathogenic avian influenza or diseases declared to be quarantinable diseases under the Quarantine Act (1908) or any subsequent amendments to, or versions of this Act.

All other terms, conditions and exclusions remain unaltered.

MAJOR EXCLUSIONS :Terrorism
Others As Per Policy

TERRORISM ACT :
If this policy contains an Act of Terrorism exclusion, then subject to all other terms and conditions of the policy, cover hereunder is amended to the extent provided by the Terrorism Insurance Act 2003.

| INSURER | POLICY NUMBER | PROPORTION |
|--|---------------|------------|
| SURA Commercial A.B.N. 36 115 672 350 Level 13, 141 Walker Street NORTH SYDNEY NSW 2059 Ph: (02) 9930 9500 | LAT.12.62870 | 100.0000% |
| * SUPPORTING INSURERS | | |
| - CGU Insurance Limited 181 William Street Melbourne VIC 3000 ABN 27 004 478 371 | 100.0000% | |



Confirmation

Processing

Your payment will be received within our standard [cut-off times](#).



Changes to Daily Limits and Security

Know how these work in Westpac Live.

[Learn more](#)

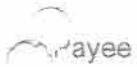
Payment summary

BPAY® receipt number: 5447454

Payer

From: Keymax Flinders Business 034-073 xx5835

Description: MGA 2190650



To: MGA Insurance FLINDERS - Now
MGA INSURANCE ADELA - Biller code 36160

Customer reference number: 021906500055

Payment details

Amount: \$5,678.16

Date: 7 Aug 2015

Payment ID: e624e361-bbad-45d8-b395-9d4795f8cb7e

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ABN 33 007 457 141 & AFSL & Australian credit license 233714



20 November 2015

St. George Bank

A Division of
Westpac Banking Corporation
ABN 33 007 457 141

Level 12 Waterfront Place
1 Eagle St

Brisbane QLD 4000

Please reply to:

Natalie Dawes

Telephone 0402 897690

Facsimile 07 32206430

Email dawesn@stgeorge.com.au

The Directors
Rancho Relaxo SMSF Pty Ltd
10 Price Street
North Lakes QLD 4509

Dear Scott and Catrina,

FACILITY OFFER FOR A SELF-MANAGED SUPERANNUATION FUND (SMSF)

Following our recent discussions, we are pleased to offer the following facilities:

| | | |
|----------------------------|--|------------------|
| Borrower: | Rancho Relaxo SMSF Pty Ltd ACN 605 532 661 as trustee for the Rancho Relaxo Superfund ABN 47 816 961 803 | |
| New Facilities | • SMSF Business Loan - Variable | \$168,000 |
| Total of all Limits | The total of all limits is: | <u>\$168,000</u> |

Offer and Interpretation

Acceptance of this facility offer creates a separate facility agreement between us and each person named as "Borrower" in respect of the specific facility. A facility is offered only to the Borrower identified in the details of the particular facility set out below.

We offer these facilities on the terms set out in this facility offer and in our enclosed SMSF Standard Terms (03/2010 version) (which should be read together).

A reference to the facility offer in the SMSF Standard Terms is a reference to this facility offer.

The meaning of words printed in *italics* and of some other common key words is explained at the end of the SMSF Standard Terms.

How to Accept

You may accept this facility offer by each person named as a Borrower and each *guarantor* signing the enclosed copy and returning it within 28 days of the date of this letter. If you do not, our offer is automatically withdrawn.

Preconditions to Using the Facility

Before any person named as a Borrower can use the facilities:

1. they must comply with drawdown requirements we specify from time to

time and any other drawdown requirements specified in this offer.

2. the following things must be provided to us:

- 2.1 the *securities* (as detailed below)
- 2.2 evidence of insurance satisfactory to us, confirming that cover for a minimum of the replacement value of improvements for all *secured property* as detailed in the valuations addressed to us, is held. The insurance document is to note our interest
- 2.3 *superannuation fund* must provide a written declaration confirming compliance with the SIS Act;
superannuation fund must provide a written declaration that gearing in property meets the *superannuation fund* investment strategy requirements;
superannuation fund Trust Deed must be vetted by a panel solicitor;
Custodian document (superannuation fund & security custodian) must be vetted by a panel solicitor;
Independent legal advice must be obtained by the Borrower;
Independent legal advice must be obtained by the *guarantors* including the *security custodian* and any beneficiaries
- 2.4 Fully executed lease at market rent
- 2.5 The approved term on your Business loan of \$168,000 is 5 years. Subject to the 'Terms of Finance' Offer' detailed within this agreement, your repayments have been agreed based on a longer facility term. Restricting your repayments to the agreed amount will result in a substantial residual debt being due and payable at the end of the approved term. Subject to satisfactorily servicing of the loan during this time the bank may be prepared to consider renegotiation of the residual debt for a further period but subject to the banks normal lending criteria.
- 2.6 the documents and information described in condition 1.2 of the SMSF Standard Terms
- 2.7 any other document or information we reasonably require.

Each item must be in form and substance satisfactory to us, our solicitors and our consultants (including evidence of satisfactory stamping, and each item which is not an original document must be certified by the relevant entity (or in the case of annual financial statements, the relevant entity's accountant or auditor) to be true and up to date).

Security

The *security* for each facility is:

1. Guarantee & indemnity limited in recourse to the property located at Unit 1, 37 Flinders Parade, North Lakes QLD 4509, given by Rancho Relaxo Investments Pty. Ltd. ACN 606 045 336 as trustee of the Rancho Relaxo Bare Trust (Proposed).
2. First registered mortgage given by Rancho Relaxo Investments Pty. Ltd. ACN 606 045 336 as trustee of the Rancho Relaxo Bare Trust limited in recourse over the Commercial property located at Unit 1, 37 Flinders



Parade, North Lakes QLD 4509 (Proposed).

3. Guarantee & indemnity limited to amount payable in connection with this, given by Catrina Moller and Scott John Moller (Proposed).

Fees

The following fees must be paid before any of you request the first drawdown:

- An establishment fee of \$1,500.
- Legal fees and other costs for preparing the *security* documents and this agreement and reviewing documents presented to us under this agreement. In addition, all other statutory charges such as stamp duty, ASIC fees and title office charges are for your account.
- Our search fees and search fees payable by us for searching any relevant register (including any government search fee or charge).

These fees are payable in respect of the total facilities detailed in this facility offer (i.e. they do not apply to each facility). The SMSF Standard Terms and the details for particular facilities in this offer set out other fees we can require you to pay. Also, other normal banking fees and charges which may become payable under this facility are set out in the following fees and charges booklets:

- “Business Lending and Finance Facilities, Fees and Charges for specific services and loan accounts” booklet,
- “Corporate and Business Accounts and Payment Services, Fees and Charges and how to minimise them” booklet,
- “Business Accounts and Payment Services, Fees and Charges and how to minimise them” booklet.

Once paid, fees and charges are not refundable.

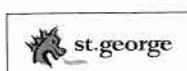
Financial Information

The following financial information in respect of you and each *guarantor* must be provided to us within four months of the end of each financial year, or more often if we ask:

- a) annual accountant prepared financial statements and taxation returns.

Cancellation

If you give us three *business days*’ notice, you may cancel the whole or part of any unused portion of a *facility limit*. You may not revoke this notice.



SMSF Business Loan - Variable

| | |
|-----------------------|--|
| Borrower | Rancho Relaxo SMSF Pty Ltd ACN 605 532 661 as trustee for the Rancho Relaxo Superfund ABN 47 816 961 803 |
| Facility Limit | \$168,000 |
| Purpose | Funding the acquisition of a Commercial investment property located at Unit 1, 37 Flinders Parade, North Lakes QLD 4509. |
| Term | 5 years from the first <i>drawdown date</i> . |
| Drawdown | Single drawdown only permitted, no later than 30 days from the date you accept this offer. |
| Interest | <p>Our <i>business loan rate</i> minus a margin of 0.87% per annum.</p> <p>The <i>interest rate</i> may vary at any time.</p> <p>As an indication, our <i>business loan rate</i> is currently 6.72% per annum.</p> <p>The “Interest” and “Default Interest” clauses in the SMSF Standard Terms explain how we calculate interest.</p> |
| Fees | <p>Subject to the SMSF Standard Terms, you must pay us the following fee(s):</p> <p>A loan administration fee of \$40.00 per month is debited to your account in arrears and is payable by you on the last day of each month.</p> |
| Repayments | <p>In order to amortise the facility to \$150,758 by the end of the term you must make equal principal and interest repayments. Repayments are due each month after the first <i>drawdown date</i> until the end of the term.</p> <p>Based on the current <i>interest rate</i>, repayments would be \$1,061. We will notify you of the initial repayment amount and the due dates shortly after the first <i>drawdown date</i>. The initial repayment amount is based on the <i>interest rate</i> prevailing at the first <i>drawdown date</i>. However, we may vary for any reason the repayment amount you are required to pay (including if the <i>interest rate</i> changes). We give you notice of any new repayment amount.</p> <p>You may repay early any part of the <i>balance owing</i> at any time by giving us at least three <i>business days</i>’ notice in writing. Once you repay an amount early, you may not borrow it again.</p> <p>The <i>total amount owing</i> is repayable by you on the last day of the <i>term</i>.</p> |

Should you have any questions, or if you would like to discuss these or any other issues, please do not hesitate to contact me.

Yours sincerely





Natalie Dawes
Business Banker (Bus Connect)
Brisbane QLD
Corporate and Business Bank
St.George Bank



Acceptance by you:

By signing this document, you:

- 1. accept the facilities on the terms set out in this facility offer and the SMSF Standard Terms
- 2. acknowledge that:
 - a) a legally binding contract is created between you and us
 - b) you have made your own independent judgment and decision to enter this facility agreement and are not relying on any information given or representations made by us to you
- 3. make the declarations in the SMSF Standard Terms.

We recommend that you obtain independent legal and financial advice before entering into this facility agreement.

EXECUTED by **RANCHO RELAXO SMSF**)
PTY LTD ACN 605 532 661 AS TRUSTEE)
FOR THE RANCHO RELAXO)
SUPERFUND ABN 47 816 961 803 in)
 accordance with section 127(1) of the)
 Corporations Act 2001 (Cwlth) by authority of)
 its directors:)

.....)
 Signature of director)

SCOTT JOHN MOLLER)
)
 Name of director (block letters)

Dated

.....)
 Signature of director / company secretary*)
 *delete whichever is not applicable

CATRINA MOLLER)
)
 Name of director / company secretary*)
 (block letters))
 *delete whichever is not applicable

Dated



Acknowledgement by guarantor(s):

The terms of this facility agreement are acknowledged by each *guarantor*

EXECUTED by **RANCHO RELAXO**)
INVESTMENTS PTY. LTD. ACN 606 045)
336 AS TRUSTEE FOR THE RANCHO)
RELAXO BARE TRUST in accordance with)
section 127(1) of the Corporations Act 2001)
(Cwlth) by authority of its directors:)

.....)
Signature of director)

SCOTT JOHN MOLLER)
.....)
Name of director (block letters))

Dated

SIGNED by **CATRINA MOLLER** in the)
presence of:)

.....)
Signature of witness)

.....)
Name of witness (block letters))

SIGNED by **SCOTT JOHN MOLLER** in the)
presence of:)

.....)
Signature of witness)

.....)
Name of witness (block letters))

.....)
Signature of director / company secretary*)
**delete whichever is not applicable*

CATRINA MOLLER)
.....)
Name of director / company secretary*)
(block letters))
**delete whichever is not applicable*

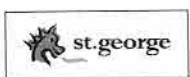
Dated

.....)
Signature of **CATRINA MOLLER**)

Dated

.....)
Signature of **SCOTT JOHN MOLLER**)

Dated



Dealing Number



OFFICE USE ONLY

Privacy Statement

Collection of this information is authorised by the Land Title Act 1994 the Land Act 1994 and the Water Act 2000 and is used to maintain the publicly searchable registers in the land registry and the water register. For more information about privacy in DERM see the department's website.

| | | |
|---|--|-----------------------------------|
| <p>1. Lessor Rancho Relaxo Investments Pty Ltd ATF Rancho Relaxo Bare Trust RANCHO RELAXO INVESTMENTS PTY LTD A.C.N. 606 045 336 AS TRUSTEE UNDER INSTRUMENT NO. 717029110</p> | <p>Lodger (Name, address E-mail & phone number) Lember And Williams Cnr Annie & East Streets Caboolture Qld 4510 Ph: 07 5495 1499 Ref: ML:25555</p> | <p>Lodger Code 011</p> |
|---|--|-----------------------------------|

| | | | |
|---|----------------------|----------------------|--|
| <p>2. Lot on Plan Description LOT 1 ON SP 281248</p> | <p>County</p> | <p>Parish</p> | <p>Title Reference 51020358</p> |
|---|----------------------|----------------------|--|

| | |
|-------------------------------------|--|
| <p>3. Lessee Given names</p> | <p>Surname/Company name and number (include tenancy if more than one) SABA SECURITY CONSULTANTS PTY LTD A.C.N. 114 756 286</p> |
|-------------------------------------|--|

4. Interest being leased
Fee Simple

5. Description of premises being leased
Whole of the Land

| | |
|---|---|
| <p>6. Term of lease Commencement date/event: 02/03/2016 Expiry date: 01/03/2019 #Options: 3 YEARS #Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)</p> | <p>7. Rental/Consideration \$25,000 per annum plus GST</p> |
|---|---|

8. Grant/Execution

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

* delete if not applicable

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

.....signature

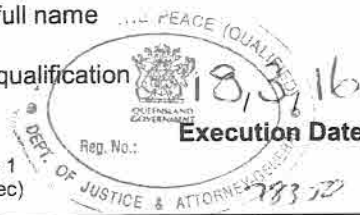
D. G. DALINGER full name

J.P. (Qual.) qualification

Witnessing Officer

RANCHO RELAXO INVESTMENTS PTY LTD A.C.N. 606 045 336 AS TRUSTEE

.....
Lessor's Signature



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

9. Acceptance

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

.....signature

LYNETTE CUSICK full name

C.P.D.C. qualification

Witnessing Officer

SABA SECURITY CONSULTANTS PTY LTD A.C.N. 114 756 286

Lessee's Signature

29/2/16
Execution Date

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

Title Reference [51020358]

REFERENCE SCHEDULE

| | | |
|------------------------------------|---|---|
| Premises: | Street address: | 1/37 Flinders Parade, North Lakes Qld 4509 |
| Lessor's Notice Address: | Service address: | c/- Raine And Horne Commercial |
| | Facsimile number: | 07 3352 8999 |
| | Contact person: | Nick Whinnett |
| Lessee's Notice Address: | Service address: | PO Box 1542 Caboolture Qld 4510 |
| | Facsimile number: | |
| | Contact person: | Erin Williams |
| Term: | | 3 years |
| Rent: | | \$25,000 per annum plus GST |
| Bank Guarantee Amount/Bond: | | An amount equivalent to three (3) months' Rent including GST. |
| Review Dates: | (a) During Term: | Not applicable |
| | (b) During First Option Period: | 02/03/2019 |
| | (c) During Second Option Period: | Not applicable |
| Adjustment Dates: | (a) During Term: | 02/03/2017, 02/03/2018 |
| | (b) During First Option Period: | 02/03/2020, 02/03/2021 |
| | (c) During Second Option Period: | Not applicable |
| Maximum Possible Term: | | 6 years |
| Permitted Use: | | Warehouse/storage/office/showroom |
| First Option Period: | Term: | 3 years |
| | Commencement Date: | 02/03/2019 |
| | Termination Date: | 01/03/2022 |
| Second Option Period: | Term: | Not applicable |
| | Commencement Date: | Not applicable |
| | Termination Date: | Not applicable |
| Business Day place: | | North Lakes, Queensland |
| Body Corporate: | | Per CMS48042 and CMS38213 |
| Guarantors: | | Erin Jayne Williams |

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Lease, unless the context or subject matter otherwise require:

Title Reference [51020358]

- (h) this clause 2.2 is included only in the number of leases for Option Periods (if any) so that the lease for the final Option Period expires at the end of the Maximum Possible Term.

2.3 Holding over

If the Lessee continues to occupy the Premises with the Lessor's consent after the end of the Term:

- (a) the Lessee must do so as a monthly tenant on the same terms as contained in this Lease, so far as they are relevant to a monthly tenant, and must pay rent monthly in advance at the rate equal to $\frac{1}{12}$ of the Rent payable immediately before the end of the Term;
- (b) the tenancy may be determined by at least one month's Notice by either party to the other, which may expire on any day of a month; and
- (c) nothing in this clause will be construed as requiring the Lessor to consent to any period of holding over by the Lessee.

3. RENT

3.1 Payment of Rent

- (a) The Lessee must pay to the Lessor, without any deductions, in each year during the Term the Rent by equal monthly instalments in advance each equal to $\frac{1}{12}$ of that amount. Rent payments must be made on the first day of each and every month during the Term and any Option Period but if the Term does not commence on the first of a month, the first and last payments will be proportionate (calculated on a daily basis).
- (b) Despite anything to the contrary contained in this Lease, the Lessor will waive the requirement for the Lessee to pay Rent for the first two (2) months of the first Term only, meaning the Rent commencement date will be 2 May 2016.

3.2 Adjustment of Rent

On each Adjustment Date, the Rent will be the preceding lease year's Rent increased by the greater of:

- (a) the year-ended percentage change in the Consumer Price Index (All Groups – Brisbane – published by the Australian Bureau of Statistics) over that preceding lease year; and
- (b) 3%.

3.3 Market review

As at each Review Date, the Rent will be reviewed to an amount equal to be the current annual market rental of the Premises.

3.4 Lessor's Notice

During the period three months before the Review Date, the Lessor may serve a Notice on the Lessee specifying the amount that the Lessor considers is the current annual market rental of the Premises as and from the Review Date.

3.5 Determination by Valuer

If the Lessee considers the rent specified by the Lessor in the Lessor's Notice given under clause 3.4 not to be the current annual market rent of the Premises, then the Lessee may by Notice to the Lessor within 28 days after being notified of such rent, object to the rent specified in the Lessor's Notice. If the parties are unable to reach agreement as to the current annual market rent of the Premises within one month of the Lessor receiving the Lessee's objection Notice, the dispute is to be settled, at the instance of either party, by a Valuer who must be appointed by or on behalf of the executive officer (or acting executive officer) for the time being or other senior office bearer of the Queensland Division of the Australian Institute of Valuers and Land Economists (Inc) and the Valuer so appointed must determine the current annual market rent of the Premises on the basis and by

Title Reference [51020358]

reference to the matters and factors specified in this Lease. The Valuer must make and deliver a written determination with reasons and calculations within 28 days of the Valuer being agreed upon or of being nominated and appointed to act (as the case may be).

3.6 Cost of determination

The cost of the Valuer's determination will be apportioned equally between the Lessor and the Lessee.

3.7 Basis of determination

In determining the current annual market rent on a Review Date, the Valuer:

- (a) is deemed to be acting as an expert and not as an arbitrator;
- (b) must have regard to the terms and conditions of this Lease;
- (c) must make no deduction on account of any rent or other concession previously granted to the Lessee or on account of any premium previously paid by the Lessee;
- (d) must take into account the general condition and quality of the Premises other than any deleterious condition caused by the Lessee;
- (e) must have regard to the rental value of comparable premises within the general location of the Premises; and
- (f) must assume that all covenants on the part of the Lessee and the Lessor contained in the Lease have been fully performed and observed.

3.8 No objection by Lessee

If the Lessee does not object to the rent specified by the Lessor in the Notice given by the Lessor under clause 3.4, the Rent from the Review Date will be as specified by the Lessor in that Notice.

3.9 Payment pending determination

In cases where the Rent payable on and after a Review Date has not been agreed or determined by the due date for the payment of the first instalment of Rent, the Lessee must pay to the Lessor on account of the Rent, monthly instalments equivalent to the instalments of Rent payable immediately before the relevant Review Date, and an adjustment will be made between the Lessor and the Lessee by the payment of any deficiency by the Lessee to the Lessor or the refunding or crediting of any excess by the Lessor to the Lessee (as the case may be).

4. OUTGOINGS

4.1 Lessee to pay Outgoings

In each Outgoings Period the Lessee must pay to the Lessor (in addition to all other amounts payable under this Lease) the Lessee's Outgoings Contribution being the Outgoings Percentage of the Outgoings payable.

4.2 Estimates of Outgoings

The Lessor may at any time give to the Lessee an estimate of the Lessee's Outgoings Contribution for the then current Outgoings Period and the Lessee must pay such estimated amounts to the Lessor by equal periodic payments on the first day of each month with Rent. Upon computation of the aggregate of the Outgoings at the end of each Outgoings Period, even though this Lease may have expired or been determined at that time or that the Rent may have subsequently been reviewed or adjusted, any necessary adjustment between the estimated and actual amount of the Lessee's Outgoings Contribution payable will be made and any refund to or further payment by the Lessee must immediately be allowed or made by or to the Lessor accordingly.

Title Reference [51020358]

4.3 Statement of Outgoings

As soon as practicable after the end of each Outgoings Period, the Lessor must furnish to the Lessee a statement of the actual Outgoings for the Outgoings Period just ended together with supporting invoices and receipts.

4.4 Utilities

The Lessee must immediately pay all costs, rates, taxes and imposts levied or charged by any Government Authority in relation to the Lessee's business conducted from the Premises and expenses for all Services which are consumed, supplied, connected, whether metered separately or otherwise, to, in or on the Premises, including without limitation, for power, gas, telephone and water.

4.5 Cost of air conditioning

The Lessee must pay all the costs and expenses of and in connection with the operation, maintenance and routine repair (but not replacement of substantial components and any items of a capital or structural nature) of all air conditioning plant, services and equipment which serves or operates in the Premises.

5. OTHER CHARGES PAYABLE BY LESSEE

5.1 Costs under Lease

The Lessee must pay all reasonable costs and expenses of the Lessor (on a solicitor and own client basis) in relation to:

- (a) the preparation, registration, variation, assignment, proposed assignment, termination or surrender of this Lease;
- (b) the reasonable enforcement, protection or waiver or attempted enforcement or protection of a Right under this Lease by the Lessor;
- (c) the giving of any consent or approval by the Lessor or its mortgagee (if any) under this Lease; and
- (d) legal proceedings (other than litigation between the Lessor and the Lessee) which arise directly or indirectly out of the Lessee's occupancy of the Premises or the Permitted Use, where the Lessor (without fault on its part) is made a party to any legal proceedings commenced by or against the Lessee.

5.2 GST

- (a) The Lessor and Lessee agree that they are entitled to pass on the other party the GST imposed on any taxable supply made under this Lease.
- (b) The Rent and other amounts (outgoings, the incentive, cleaning etc) payable under this Lease are calculated exclusive of GST unless expressly stated otherwise.

5.3 Excess on Lessor's insurance

The Lessee must from time to time, on demand by the Lessor, pay to the Lessor all extra or excess premiums and other charges (if any) for insurance on the Premises required on account of extra risk caused by the Permitted Use or any other use to which the Premises are put by the Lessee.

6. TERMINATION OR ABATEMENT ON RESUMPTION, DAMAGE, DESTRUCTION

6.1 General Rights of parties

If the Premises are resumed or taken for public purposes by any Government Authority or the whole or any part of the Premises are destroyed or damaged by fire, flood, lightning, storm, tempest or other disabling cause, so as (in either case) to render the Premises during the Term inaccessible or substantially unfit for the use and occupation of the Lessee or to deprive the Lessee of substantial use of the same, or so as (in the later case



Appointment and reappointment of a property agent, resident letting agent or property auctioneer

Property Occupations Act 2014

This form is effective from 1 October 2015

ABN: 13 846 673 994

Part 1—Client details

Client 1

Note: The client is the person or entity appointing the agent to provide the services. This may be the owner (or authorised representative of the owner) of the land, property or business that is to be sold or may be a prospective buyer seeking to purchase land or a property.

Client name Rancho Relaxo Investments Pty Ltd A.C.N 606 045 336 as Trustee Under Instrument No. 717029110

ABN 47 816 961 803 ACN

Are you registered for GST? Yes No

Address 10 Price Street

Suburb North Lakes State QLD Postcode 4509

Phone Fax Mobile.....

Email address business@moller.id.au

Client 2

Note: Annexures detailing additional clients may be attached if required.

Client name

ABN ACN

Are you registered for GST? Yes No

Address

Suburb State Postcode

Phone Fax Mobile.....

Email address.....

Part 2—Licensee details

Licensee type

More than one box may be ticked if appropriate.

Note: Annexures detailing conjuncting agents may be attached if required.

Real estate agent Resident letting agent Property auctioneer

Agency name (if applicable) RAINE & HORNE COMMERCIAL BRISBANE NORTH

Licensee name TONEONE PTY LTD

ABN 46 008 014 199 ACN 088 014 199

Licence number 2301965 Expiry 16 / 04 / 2016
DD MM YYYY

Address PO BOX 166

Suburb KEDRON State QLD Postcode 4031

Phone 07 3352 8900 Fax 07 3352 8999 Mobile 0423 591 542

Email address kmuddle@rhcommercial.com

Part 3—Details of property or business that is to be sold, let, purchased, or managed

Please provide details of the property, land, or business as appropriate.

Note: Annexures detailing multiple properties may be attached if required.

Description Commercial

Address 1/37 Flinders Parade

Suburb North Lakes State QLD Postcode 4509

Lot AWAITING TITLE

Parish/County Title reference

Part 4—Appointment of property agent

Section 1

Performance of service

Annexures detailing the performance of service may be attached if required.

The client appoints the agent to perform the following service/s:

Sale Purchase Letting / collection of rent / management

Leasing (Commercial agents)

Auction Auction date / / (must be completed)
DD MM YYYY

Other (please specify)

Section 2

Term of appointment

Sole and exclusive appointments: for sales of one or two residential properties, the term is negotiable and agent can be appointed or reappointed up to a maximum of 90 days per term. There are no limitations on the length of an appointment for anything other than a residential property sale.

Single appointment for a particular service or services

Start / / End / /
DD MM YYYY DD MM YYYY

Continuing appointment for a service or a number of services over a period

Start 02 / 03 / 2016
DD MM YYYY

Section 3

Price

State the price for which the property, land or business is to be sold or let.

Note: Bait advertising is an offence under the Australian Consumer Law.

Reserve List Letting

\$.....
 • For auctions: If a reserve price is unknown at the time of appointment, it can be advised *in writing* at a later date.
 • For residential property auctions and residential properties to be marketed without a price: If the client agrees to marketing via an *electronic listing provider*, the client agrees for the agent to disclose to the *electronic listing provider* a price or price range of \$..... to establish a search criteria.

Section 4

Instructions/conditions

The client may list any condition, limitation or restriction on the performance of the service.

Note: Annexures detailing instructions/conditions may be attached if required.

PROPERTY TO BE LEASED WITH SERVICES TO BE PERFORMED IN ACCORDANCE WITH THE ITEMS SCHEDULE AND REIQ TERMS AND CONDITIONS ATTACHED WHICH FORM PART OF THIS PROPERTY OCCUPATIONS FORM 6.

Part 5—Termination of appointment

| | |
|---|---|
| Residential sales of 1 or 2 properties only | Open listing: You may terminate in writing at any time. Sole or exclusive: The client and agent can agree in writing to end the appointment early. For appointments of 60 days or more, either party can end the appointment by giving 30 days written notice, but the appointment must run for at least 60 days unless both parties agree to an earlier end date. |
| Open listing | You may terminate an open listing for either commercial or residential property sales at any time. |
| Other fixed term appointments (excluding residential property sales) | The parties may agree to a fixed term appointment of their choice. This term may be ended earlier by mutual agreement. |
| Continuing appointments (for example: letting, collection of rents etc) | You may terminate in writing with 30 days notice, or less if both parties agree. |

Part 6—PROPERTY SALES: open listing, sole agency or exclusive agency

To the client

You may appoint an agent to sell a property or land on the basis of an open listing, or a sole agency, or exclusive agency.

The following information explains the circumstances under which you will, and won't, have to pay a commission to the agent if the property is sold during their term of appointment.

OPEN LISTING

- You appoint the agent to sell the property but you retain a right to appoint other agents on similar terms, without penalty or extra commission.
- No end date required.
- Appointment can be ended by either you or the agent at any time by giving written notice.

When you must pay the agent

- The agent is entitled to the agreed commission if the agent is the effective cause of sale.

When you don't have to pay the agent

- If the client sells the property privately and the agent is not the effective cause of sale i.e.: purchaser did not contact the agent, did not attend open house inspections etc.

SOLE AGENCY

When you must pay the agent

- If you appoint a new agent during an existing agent's sole agreement term and the property is sold during that term, you may have to pay:
 - A commission to each agent (two commissions)
 - Damages for breach of contract arising under the existing agent's appointment

When you don't have to pay the agent

- If the client sells the property privately and the agent is not the effective cause of sale i.e.: purchaser did not contact the agent, did not attend open house inspections etc.

EXCLUSIVE AGENCY

When you must pay the agent

- The client will pay the appointed agent whether this agent, any other agent, or person (including the client themselves) sells the property during the term of the appointment.
- If the client sells the property, the exclusive appointment expires and if the agent was the effective cause of sale (introduced the buyer to the property) the agent may be entitled to commission.

At the end of the sole or exclusive agency, the parties Agree Do not agree
that the appointment will continue as an open listing. (Please tick whichever is relevant)

Part 6—PROPERTY SALES: open listing, sole agency or exclusive agency continued

Acknowledgement for sole and exclusive agency

I/we acknowledge the appointed agent has provided me/us with information about sole and exclusive agency appointments.

Vendor/s

Date DD / MM / YYYY

Vendor/s

Date DD / MM / YYYY

Agent

Date DD / MM / YYYY

Part 7—Commission

To the client

The commission is negotiable. It must be written as a percentage or dollar amount.

Make sure you understand when commission is payable. If you choose 'Other' and the contract does not settle, the agent may still seek commission.

To the agent

You should ensure that commission is clearly expressed and the client fully understands the likely amount and when it is payable. Refer to section 104 and 105 of the *Property Occupations Act 2014*.

The client and the agent agree that the commission including GST payable for the service to be performed by the agent is:

REFER TO ANNEXURE A COMMERCIAL COMMISSION SCHEDULE ATTACHED

.....

When commission is payable

For sales, including auctions, commission is payable if a contract is entered into and settlement of the contract occurs.

Other REFER TO ANNEXURE A COMMERCIAL COMMISSION SCHEDULE ATTACHED (for specific other circumstances in which commission is payable see annexure).

For all other types of appointments:

.....

This area has been intentionally left blank

Part 8—Authorisation to incur fees, charges and expenses

The client authorises the agent to incur the following expenses in relation to the performance of the service/s. Annexures may be attached if required.

Section 1 Advertising/marketing

To the client

Your agent may either complete this section or attach annexures of marketing/advertising activities. In either case, the *authorised amount* must be written here.

TO BE NEGOTIATED AS REQUIRED

Authorised amount \$.....

When payable DD / MM / YYYY

Section 2 Repairs and maintenance (if applicable) Property management

The maximum value of repairs and maintenance to be paid by the agent without prior approval by the client is \$1000.00.....

Section 3 Other

Description of fees and charges.

The agent may either complete this section or attach annexures.

| Description | Amount | When payable |
|---------------|-----------------------|----------------|
| Sundries..... | \$25.00pcm + GST..... | Month End..... |
| | | |
| | | |
| | | |

Section 4

Agent's rebate, discount, commission or benefit incurred in the provision of or performance of the service

| Service | Source | Estimated amount |
|------------------------|----------------------------|-------------------------|
| Insurance Brokers..... | Insurance Aid General..... | 9% of base premium..... |
| | | |
| | | |
| | | |

This area has been intentionally left blank.

Part 9—Signatures

WARNING: THE CLIENT IS ADVISED TO SEEK INDEPENDENT LEGAL ADVICE BEFORE SIGNING THIS FORM.

This form enables the client to appoint, or reappoint, a property agent, resident letting agent or property auctioneer (the 'agent') for the sale, letting/management, collection of rent, auction or purchase of real property, land or businesses. This form must be completed and given to the client before the agent performs any service for the client. Failure to do so may result in a penalty and loss of commission for the agent. If you are unclear about any aspect of this form, or the fees you will be charged, do not sign it. Seek legal advice. If you need more information about this form including what an agent needs to disclose, you can visit the Office of Fair Trading website at www.qld.gov.au/fairtrading or phone on 13 QGOV (13 74 68).

| | |
|--|---|
| Client 1 | Full name <u>Scott John Moller</u> Signature <u>[Signature]</u> 10 / 5 / 16 D D / M M / Y Y Y Y |
| Client 2 | Full name Signature D D / M M / Y Y Y Y |
| Agent A registered real estate salesperson working for an agency can sign this form on behalf of the licensed agent. | Full name <u>RAINE & HORNE COMMERCIAL BRISBANE NORTH</u> Signature D D / M M / Y Y Y Y |
| Schedules and attachments List any attachments. | Annexure A Commercial Commission Schedule |

Part 10—Reappointment

| | |
|---|---|
| Use this section to reappoint your agent. A new appointment form is required if any of the terms or conditions are to change. Your agent can only be reappointed within 14 days before the contract ends - not before. Limitations apply on reappointments for sole or exclusive agency appointments for residential property sales. | I/we (the client) reappoint (the agent) to D D / M M / Y Y Y Y Client's name Signature D D / M M / Y Y Y Y Client's name Signature D D / M M / Y Y Y Y |
|---|---|

This area has been intentionally left blank.

This is the end of the approved form. Please note, any annexures/schedules form part of the appointment contract.

Commercial Property Management

SCHEDULE

ITEMS SCHEDULE & INSTRUCTIONS

A PRIOR APPOINTMENT

Pursuant to section 21 of the *Property Occupations Regulation 2014* (Qld), prior to accepting this Appointment of Property Agent, the Agent must take reasonable steps to find out whether the Client has already appointed another property agent to perform the service(s) listed in this Appointment of Property Agent.

- The Client acknowledges that the Agent has taken reasonable steps to find out whether the Client has already appointed another property agent to perform the service(s) listed in this Appointment of Property Agent.
- The Client further warrants that another property agent has not been appointed to perform the service(s) listed in this Appointment of Property Agent.

Note: The Client should refer to Clauses 4.1 and 4.2 of the Essential Terms and Conditions

- If the Client is not able to warrant that another property agent has **not** been appointed to perform the service(s) listed in this Appointment of Property Agent, the Client acknowledges that a statement in accordance with section 21 (4) of the *Property Occupations Regulation 2014* (Qld) has been provided by the Agent.

Note: A copy of the statement provided to the Client must be annexed to this Appointment of Property Agent.

B DISBURSEMENTS

Note: The Client should refer to Part 8 of the Property Occupations Form 6 and clause 7.3 of the Essential Terms and Conditions

The Client authorises the Agent to pay the following:

Select if Yes Description

- Local authority rates, taxes, outgoings and levies and tax
- Costs of operating and repairing air conditioning equipment
- Lifts and fire service equipment
- Cost of cleaning the Property
- Cost of gardening
- Cost of toilet requisites
- Cost of garbage removal
- Cost of provision of security
- Cost of pest control
- Gas and electricity
- Minor general repairs
- Maintenance costs of a minor non structural nature

List other disbursements:

INITIALS

Am

C COMMISSIONS

Note: The Client should refer to Part 7 of the Property Occupations Form 6 and clause 4.3 of the Essential Terms and Conditions

Where the commission is expressed as a percentage, the commission is actually worked out on:

- for the letting of the property - the actual rental for the property;
- for the collecting of rents - the actual amount of rent collected.

| Description | Amount or percentage (GST inclusive) | When Payable |
|------------------------|--------------------------------------|---|
| Letting commission: | _____ | REFER TO ANNEXURE A COMMERCIAL COMMISSION SCHEDULE ATTACHED |
| Management commission: | _____ | REFER TO ANNEXURE A COMMERCIAL COMMISSION SCHEDULE ATTACHED |
| Other: | _____ | _____ |
| | _____ | _____ |
| | _____ | _____ |

D FEES, CHARGES AND EXPENSES

Note: The Client should refer to Part 8 of the Property Occupations Form 6 and clause 4.3 of the Essential Terms and Conditions

| Description | Amount (GST inclusive) | When Payable |
|---------------------------------|------------------------|---|
| Renewal/Negotiation fee: | _____ | _____ |
| Rent Review Fees: | _____ | _____ |
| (a) Rent Review (Fixed/C.P.I.): | N/A | _____ |
| (b) Rent Review (Market): | _____ | REFER TO ANNEXURE A COMMERCIAL COMMISSION SCHEDULE ATTACHED |
| Other fees: | _____ | _____ |
| | _____ | _____ |
| | _____ | _____ |

E PUBLIC LIABILITY

| | |
|----------------|------------------|
| INSURER: | AMOUNT OF COVER: |
| _____ | \$ _____ |
| POLICY NUMBER: | EXPIRY DATE: |
| _____ | _____ |

F IDENTIFICATION OF ASBESTOS

The Client states that a competent person has been engaged to identify, as far as is reasonably practicable, all asbestos or asbestos contaminating material (ACM) on the Property.

WARNING: A person with the management and control of a workplace commits an offence under Section 422 of the *Work Health and Safety Regulation 2011* (Qld) if they do not ensure, so far as is reasonably practical, that all asbestos or asbestos contaminating material at the workplace is identified by a competent person.

INITIALS

G ASBESTOS REGISTER

The Client states that an Asbestos Register which complies with Section 425 of the *Work Health and Safety Regulation 2011* (Qld):
(Select one applicable box)

- is not required because the Building located on the Property was constructed after 31 December 1989 and no asbestos has been identified on the Property and no asbestos is likely to be present on the Property from time to time.
- has been prepared and is kept on the Property.
- has not been prepared and is not kept on the Property.

WARNING: A person with the management and control of a workplace commits an offence under Section 425 of the *Work Health and Safety Regulation 2011* (Qld) if they do not ensure that an Asbestos Register is prepared and kept at the workplace when required to do so.

H ASBESTOS MANAGEMENT PLAN

The Client states that an Asbestos Management Plan which complies with Section 429 of the *Work Health and Safety Regulation 2011* (Qld):
(Select one applicable box)

- is not required because no asbestos has been identified on the Property and no asbestos is likely to be present on the Property from time to time.
- has been prepared and is kept on the Property.
- has not been prepared and is not kept on the Property.

WARNING: A person with the management and control of a workplace commits an offence under Section 429 of the *Work Health and Safety Regulation 2011* (Qld) if they do not ensure that an Asbestos Management Plan is prepared and kept at the workplace when required to do so.

I PRIVACY

- The Client acknowledges that they have, where necessary, been provided with and completed, a Privacy Notice and Consent by the Agent in the form **annexed** to this Appointment of Property Agent or located on the Agent's website at:

http://www.rhcommercial.com.au/cms_lists/8001/cms_pages/16163

and they fully understand that the collection and use of personal information contained in the *Property Occupations Form 6 - Appointment and reappointment of a property agent, resident letting agent or property auctioneer*, this Schedule, the Essential Terms and Conditions and any additional annexures, is in accordance with the Privacy Notice and Consent.

J SIGNATURES

Client 1:  Date: 10/5/16

Client 2: _____ Date: _____

Agent: _____ Date: _____

INITIALS



ESSENTIAL TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 "Agent" means the party described in Part 2 of the Appointment of Property Agent.
- 1.2 "Appointment of Property Agent" means the Queensland Government Property occupations Form 6 - Appointment and reappointment of a property agent, resident letting agent or property auctioneer. These terms and conditions and the Schedule are annexed to the Appointment of Property Agent.
- 1.3 "BCIPA" means the *Building & Construction Industry Payments Act 2004 (Qld)*.
- 1.4 "Client" means the party described in Part 1 of the Appointment of Property Agent.
- 1.5 "Commission" means the commission stated in Part 7 of the Appointment of Property Agent and detailed in Item C of the Schedule (if applicable).
- 1.6 "Payment Claim" means a payment claim under the BCIPA.
- 1.7 "Payment Schedule" means a payment schedule under the BCIPA.
- 1.8 "Property" means the property described in Part 3 of the Appointment of Property Agent.
- 1.9 "Schedule" means the Commercial Property Management Schedule.

policy as insured for its respective rights and interest for bodily injury claims occurring in the Property;

- 4.8.2 provide to the Agent, upon request (no more than annually), a certificate of currency of the insurance taken out in accordance with Clause 4.8.1.

5. CLIENT'S WARRANTIES

The Client warrants that:

- 5.1 the Client has authority to enter into this Agreement and is:
 - 5.1.1 either the current registered proprietor of the Property or is in the process of becoming the registered proprietor of the Property; or
 - 5.1.2 properly authorised to deal with the Property and has provided evidence of such authority to the Agent
- 5.2 all information given to the Agent about the Property is true and correct in all respects and is neither misleading nor deceptive nor likely to be either;
- 5.3 the Client has not withheld any information that might have caused the Agent not to enter this Agreement.

6. CLIENT'S ACKNOWLEDGEMENTS

The Client acknowledges that:

- 6.1 all communications under this Agreement must be given in writing to the parties' postal address, facsimile number, email address or mobile telephone number specified in Parts 1 or 2 of the Appointment of Property Agent;
- 6.2 the Client consents to the use of email and facsimile in accordance with the provisions set out in Chapter 2 of the *Electronic Transactions (Queensland) Act 2001 (Qld)* and the *Electronic Transactions Act 1999 (Cth)*;
- 6.3 the Agent's contractual obligations are limited to those contained in this Agreement;
- 6.4 the authority vested in the Agent by this Agreement extends to the Agent's employees, consultants and contractors from time to time;
- 6.5 the Agent is under no obligation to the Client to institute legal proceedings in respect of any unpaid rents or in respect of any other breach of any lease or tenancy of the Property;
- 6.6 the Agent is under no obligation to the Client in respect of any default in payment of rent or any other default on the part of any tenant/lessee of the Property or for any damage done by or any unsatisfactory conduct on the part of any such tenant/lessee;
- 6.7 the Agent is not a licensed engineer, architect, builder or any other type of professional or tradesperson and is only responsible to report to the Client on matters that are readily apparent on a visual inspection or which are reported to the Agent in writing by a third party.
- 6.8 without limiting the generality of Clause 6.7, the Agent is not responsible for identifying or reporting any latent defect in the Property, any defect in a floor surface in the Property, or the maintenance or cleaning of a floor surface in the Property;
- 6.9 the Agent is authorised to accept service on behalf of the Client of any Payment Claim, as may be produced and served upon the Agent by contractors and the Agent may, subject to the Clauses 7.5 and 7.8, issue a Payment Schedule on behalf of the Client to the contractor.

2. WHAT MAKES UP THIS AGREEMENT

This Agreement comprises the following parts in order of priority:

- 2.1 Appointment of Property Agent;
- 2.2 Schedule;
- 2.3 Essential Terms and Conditions;
- 2.4 Any additional annexures.

3. CLIENT APPOINTS AGENT

- 3.1 For the Commission and other remuneration payable by the Client, the Agent, agrees to manage the Property for the Client in accordance with this Agreement.

4. CLIENT'S OBLIGATIONS

The Client must:

- 4.1 to the extent permitted by law, revoke in writing and finalise any pre-existing Appointment of Property Agent given to any other property agent to let or to manage the Property;
- 4.2 not let or manage the Property as principal, or appoint any person to let or manage the Property other than the Agent for the term of this Agreement;
- 4.3 pay all Commission, fees and expenses specified in Parts 7 and 8 of the Appointment of Property Agent and Items C and D of the Schedule to the Agent as and when such amounts are payable;
- 4.4 pay to the Agent the amount by which any reasonable and proper expenditure incurred exceeds the amount of rents collected, immediately upon receipt of advice from the Agent;
- 4.5 in addition to Clause 4.3, and subject to Clauses 7.5 and 7.8, pay to the Agent all amounts claimed under a Payment Claim issued by a contractor and certified in a Payment Schedule prepared by the Agent within 10 days of receipt of the Payment Claim under the BCIPA;
- 4.6 where consent or instructions are sought by the Agent under clause 7.11 provide such consent or instructions within 5 business days;
- 4.7 provide to the Agent all accounts and notices pertaining to the Property, as soon as these items become available;
- 4.8 obtain and maintain insurance policies for:
 - 4.8.1 public liability or legal risk providing cover to a minimum of \$10 million, noting the Agent on the

INITIALS

- 7.2 receive from rents collected, any Commission, fees and expenses payable to the Agent under Parts 7 and 8 of the Appointment of Property Agent and items C and D of the Schedule, and to pay any expenditure properly and reasonably incurred in relation to the Property;
- 7.3 pay out of such rents as and when due the costs and expenses set out in Item B of the Schedule if the amount of rent collected is sufficient;
- 7.4 during the term of the Appointment of Property Agent, including at the termination of each lease/tenancy period, actively seek suitable tenants/lessees for the Property, bring such tenants or lessees to the attention of the Client and provide the Client with all such information as will allow the Client to make an informed decision as to suitability and acceptability of the tenants/lessees;
- 7.5 authorise expenditure of any sum in excess of the maximum amount under Part 8, Section 2 of the Appointment of Property Agent for such repairs and replacements as are, in the Agent's opinion, necessary to maintain the Property and the existing services to the Property as required by law or for the safety or protection of the occupants, the Property or its contents;
- 7.6 incur, if proper and necessary in order to let the Property, advertising, marketing, travelling, office and administrative expenditure not exceeding the amount set out in Part 8, Section 1 of the Appointment of Property Agent in each case;
- 7.7 inspect the Property to view the state and condition of the Property;
- 7.8 engage contractors to carry out repairs and maintenance work if instructed to by the Client;
- 7.9 if requested in writing by the Client, liaise with the Client or Client's insurance brokers in relation to such insurance requirements of the Property as the Client may direct;
- 7.10 if requested in writing by the Client, prepare and submit claims to the insurance brokers as required from time to time;
- 7.11 subject to clauses 7.5 and 7.8, on behalf of the Client, accept service of any Payment Claim as may be produced and served upon the Agent by a contractor and to issue a Payment Schedule to such contractor. However, subject to clause 7.5 where the amount of the Payment Claim exceeds the maximum amount under Part 8, Section 2 of the Appointment of Property Agent, the Agent will seek the consent of the Client prior to issuing a Payment Schedule.

8. AGENT'S OBLIGATIONS

The Agent must:

- 8.1 account to the Client by forwarding monthly statements showing details of income collected, expenditure incurred, any arrears outstanding and any other information as shall be agreed upon between the Client and the Agent;
- 8.2 check any work done to the Property to confirm its completion and make a proper check of all goods invoiced to the Property, prior to making any payments;
- 8.3 maintain a true and correct record of all leases and agreements relating to the Property and inform the Client promptly of all rent review dates and the dates of options to extend leases and tenancies;
- 8.4 ensure that within 24 hours after any notice is given under the BCIPA or received by the Agent (other than a Payment Claim or a Payment Schedule) a copy of that notice is given to the Client.

9. RESTRICTIONS ON AGENT'S AUTHORITY

The Agent must not:

- 9.1 subject to Clauses 7.3 and 7.5, pay out any monies for repairs and replacements in excess of the maximum amount set out in Part 8, Section 2 of the Appointment of Property Agent without the authority of the Client;
- 9.2 exercise any one or more of the following functions without first obtaining the Client's written consent or approval in each case:
 - 9.2.1 accept any person/persons to be tenants/lessees;
 - 9.2.2 exercise the Client's right to terminate leases and tenancies;
 - 9.2.3 serve notices upon any tenants/lessees;
 - 9.2.4 issue notices to quit to any tenants/lessees;
 - 9.2.5 sue for, and in the name of, the Client to recover sums due by the tenants/lessees;
 - 9.2.6 instruct solicitors or other consultants to act on behalf of the Client;
 - 9.2.7 let new fixed term contracts for cleaning, gardening, lifts, air conditioning maintenance, security, fire control;
 - 9.2.8 monitoring or other Contracts considered necessary for the proper management of the Property.

10. SALE OF PROPERTY

- 10.1 In the event of a sale of the Property, the Client's interest in this Agreement shall be assignable to the purchaser or, at the direction of the Client, terminated by the Client by notice in writing to the Agent not less than one month prior to completion of such sale.

11. TERMINATION

- 11.1 If either party wishes to terminate this Agreement, it must be terminated in accordance with Part 5 of the Appointment of Property Agent and Sections 106 and 114 of the *Property Occupations Act 2014 (Qld)*, which provide that this Agreement ends on the date when one of the following happens:
 - 11.1.1 either the Client or the Agent exercise the option to revoke the Appointment of Property Agent under Sections 106 and 114 of the *Property Occupations Act 2014 (Qld)*, in which case the party exercising the option must give the other party at least 30 days written notice unless the Client and the Agent agree, in writing, to an earlier date for the Appointment of Property Agent to end; or
 - 11.1.2 the Client signs a transfer of, or contract to sell, the Property in which case the Client must give the Agent at least 30 days notice written unless the Client and the Agent agree, in writing, to an earlier date for the Appointment of Property Agent to end;
 - 11.1.3 the Client must give the notice referred to in Clause 11.1.2 above on the day that the Client signs the transfer of, or contract to sell, the Property;
- 11.2 The Client must pay to the Agent all Commission, expenses and fees to which the Agent is entitled during the notice period outlined in clause 11.1.1 and 11.1.2 above;
- 11.3 Any termination does not affect either party's pre-existing rights and obligations.

12. INDEMNITY

- 12.1 Unless a finding of negligence is established against the Agent, the Client indemnifies the Agent and therefore must pay the Agent for liability, loss or costs the Agent suffers or incurs from all actions, claims, demands, damages and expenses arising out of or in respect of its capacity as Agent of the Client;
- 12.2 Without limiting the generality of Clause 12.1, the Client indemnifies the Agent from and against all actions, claims demands, losses, costs, damages and expenses arising out of or in respect of:
- 12.2.1 the Client's failure to give timely, appropriate or sufficient funds to or for the Agent to carry out an instruction or authority;
 - 12.2.2 the Client's failure to give instructions or unreasonably withhold consent in accordance with Clause 4.4;
 - 12.2.3 the Client's failure to give timely payments under Clause 4.3.

13. CLIENT AND AGENT'S ACKNOWLEDGEMENT

The Client and the Agent acknowledge that:

- 13.1 they have received a copy of the Property Occupations Form 6 - Appointment and reappointment of a property agent, resident letting agent or property auctioneer, the Schedule, these Essential Terms and Conditions and any additional annexures;
- 13.2 they have read and fully understood the Property Occupations Form 6 - Appointment and reappointment of a property agent, resident letting agent or property auctioneer, the Schedule, these Essential Terms and Conditions and any additional annexures, including the warranties and indemnities contained therein and agree to be fully bound by them.

14. ENTIRE AGREEMENT

- 14.1 This document constitutes the entire agreement of the parties with respect to the subject matter of this document and supersedes all prior negotiations or expressions of intent or understandings with respect to the appointment of the Agent to the Property.

INITIALS

gm



International Money Transfer

(Customer Copy)

Section 1 - IMT details

| | | | |
|---|---------------------------------------|---|-----------------------------------|
| Lodging branch BSB 4174 | Lodging branch name THE GAP | IMT reference number 010IMTS003644-01 | Date 08-JAN-2016 |
| Destination Country AUSTRALIA | Dealer number <input type="text"/> | Currency Amount AUD 152,000.00 | Exchange Rate 1.0000000 |
| | | AUD Amount 152,000.00 | Fee 30.00 |
| | | Total amount Paid 152,030.00 | |

Section 2 - Sender details

| | |
|--|--|
| Sender's full name & residential address RANCHO RELAXO SUPERFUND 10 PRICE ST NORTH LAKES QLD AUSTRALIA 4509 | Sender's account number 716718193554 |
| | CIF Number 6531155 |

Section 3 - Beneficiary details

| | |
|---|---|
| Beneficiary's full name & residential address COOKE AND HUTCHINSON PTY LTD UNIT 1 20 NANZAC AVE REDCLIFFE BRISBANE QUEENSLAND AUSTRALIA | Description/purpose of payment REF 150429 |
| Beneficiary's bank name and address BANK OF QUEENSLAND BRISBANE BRISBANE AUSTRALIA | Beneficiary's bank code <input type="text"/> |
| Intermediary bank name and address NOT APPLICABLE | Beneficiary's account number / IBAN /12406721711560 |
| | Intermediary bank code <input type="text"/> |



Section 4 - Terms and Conditions

The Sender (you) agrees:

- We (the Bank) may use other banks to process this transaction.
- Money sent overseas is usually available for payment to the beneficiary within two business days (Australian time) of our accepting your instructions.
- We are not liable for:
 - any loss suffered as a result of us acting on these instructions in good faith except where our negligence causes the loss; or
 - any delays in payment to the beneficiary by overseas banks.
- Other banks may charge processing fees which they may deduct from the payment. If another bank separately charges us a processing fee you must reimburse us for that fee. We can give you an estimate of the fees but the actual amounts can vary and may be significant.
- Other banks may convert the currency sent into other currencies. In some cases, they may first convert the currency sent to an intermediate currency (such as U.S. dollars or Euros) prior to conversion to the desired ending currency. This could happen even where the currency sent and the desired ending currency is Australian dollars. We may offer to request non conversion, however other banks may ignore our instruction in which case we are not liable for any resultant loss or shortfall.
- You must pay us our fees, and any costs we incur to make enquiries to other banks regarding payment, payment amendment or payment cancellation as set out in our brochure Standard Fees and Charges for International Payments and Travel Funds.
- We may decline to process this transaction if we believe in good faith that processing the transaction may breach laws, e.g. relating to anti-money laundering or sanctions.
- We collect personal info to: identify you for the Anti-Money Laundering/CTF Act; share with third parties to complete transactions; or use it as per our Privacy Policy (which includes how to access, correct or provide feedback on your info).
- If funds are returned, they will be converted back to the original currency at the prevailing rate on the day of return.
- If any provision of this agreement is found to be illegal, void or unenforceable for unfairness or any other reason, the remaining provisions of this agreement will continue to apply to the extent possible as if the void or unenforceable provision never existed.

| | |
|--|-----------------------|
| Customer's signature X [Signature] | Date 8/1/16 |
|--|-----------------------|

Financial Summary

Flinders Parade, 37, 1
As at Jun 2016

| Details | Current Month | | | Year to Date | | | |
|-----------------------------|---------------------------------|--------------------|---------------|--------------|--------------------|---------------|--------------|
| | Actual | Budget | Variance | Actual | Budget | Variance | |
| Building Income | | | | | | | |
| Other Income | | | | | | | |
| 201100 | Commercial Office Rent | \$8,360.51 | | 0.00% | \$8,360.51 | | 0.00% |
| 204100 | General Outgoings | \$3,081.16 | | 0.00% | \$3,081.16 | | 0.00% |
| 209000 | Tenant Bond | \$6,875.00 | | 0.00% | \$6,875.00 | | 0.00% |
| | Total Income | \$18,316.67 | \$0.00 | 0.00% | \$18,316.67 | \$0.00 | 0.00% |
| Building Expenditure | | | | | | | |
| Other Expenditure | | | | | | | |
| 418100 | Management Fee | \$858.12 | | 0.00% | \$858.12 | | 0.00% |
| 418150 | Office Sundries | \$27.50 | | 0.00% | \$27.50 | | 0.00% |
| 415161 | Leasing Commission | \$4,620.00 | | 0.00% | \$4,620.00 | | 0.00% |
| 415200 | Non Recoverable Sundry Fees | \$198.00 | | 0.00% | \$198.00 | | 0.00% |
| 415400 | End of Financial Year Statement | \$55.00 | | 0.00% | \$55.00 | | 0.00% |
| | Total Expense | \$5,758.62 | \$0.00 | 0.00% | \$5,758.62 | \$0.00 | 0.00% |
| Net Building Income | | | | | | | |
| | Net Profit or Loss | \$12,558.05 | \$0.00 | 0.00% | \$12,558.05 | \$0.00 | 0.00% |

Rancho Relaxo Superfund

Tax Reconciliation Report

For the year ended 30 June 2016

| Tax Return Label | Date | Account Code | Account Name | Amount \$ |
|--|------------|--------------------|---|------------------|
| B - Income - Gross rent and other leasing and hiring income | | | | |
| | 30/06/2016 | 28000/1/37f | 1/37 Flinders Parade, North Lakes QLD, Australia | 10,401.52 |
| Sub-Total | | | | 10,401.52 |
| Ignore Cents | | | | 0.52 |
| Total | | | | 10,401.00 |
| C - Income - Gross interest | | | | |
| | 01/07/2015 | 25000/CBA167712228 | CBA Accelerator 17712228 | 273.43 |
| | 07/07/2015 | 25000/CBA167712228 | CBA Accelerator 17712228 | 53.09 |
| | 01/08/2015 | 25000/CBA18193554 | CBA Accelerator 18193554 | 201.74 |
| | 01/09/2015 | 25000/CBA18193554 | CBA Accelerator 18193554 | 230.27 |
| | 01/10/2015 | 25000/CBA18193554 | CBA Accelerator 18193554 | 212.12 |
| | 01/11/2015 | 25000/CBA18193554 | CBA Accelerator 18193554 | 221.77 |
| | 01/12/2015 | 25000/CBA18193554 | CBA Accelerator 18193554 | 217.34 |
| | 01/01/2016 | 25000/CBA18193554 | CBA Accelerator 18193554 | 213.85 |
| | 01/02/2016 | 25000/CBA18193554 | CBA Accelerator 18193554 | 80.82 |
| | 01/03/2016 | 25000/CBA18193554 | CBA Accelerator 18193554 | 41.84 |
| | 01/04/2016 | 25000/CBA18193554 | CBA Accelerator 18193554 | 45.88 |
| | 01/05/2016 | 25000/CBA18193554 | CBA Accelerator 18193554 | 45.46 |
| | 01/06/2016 | 25000/CBA18193554 | CBA Accelerator 18193554 | 45.62 |
| | 30/06/2016 | 25000/LTUM | Loan #1 - Urbanman Designs Pty Ltd | 600.00 |
| | 30/06/2016 | 25000/LTUM2 | Loan #2 - Urbanman Designs Pty Ltd | 875.00 |
| Sub-Total | | | | 3,358.23 |
| Ignore Cents | | | | 0.23 |
| Total | | | | 3,358.00 |
| R1 - Assessable employer contributions | | | | |
| | 10/08/2015 | 24200/MOLCAT00002A | (Contributions) Moller, Catrina - Accumulation (Accumulation) | 640.74 |
| | 27/08/2015 | 24200/MOLSCO00002A | (Contributions) Moller, Scott - Accumulation (Accumulation) | 1,709.11 |
| | 15/09/2015 | 24200/MOLCAT00002A | (Contributions) Moller, Catrina - Accumulation (Accumulation) | 961.11 |
| | 30/09/2015 | 24200/MOLSCO00002A | (Contributions) Moller, Scott - Accumulation (Accumulation) | 1,169.39 |
| | 16/10/2015 | 24200/MOLCAT00002A | (Contributions) Moller, Catrina - Accumulation (Accumulation) | 654.08 |
| | 28/10/2015 | 24200/MOLSCO00002A | (Contributions) Moller, Scott - Accumulation (Accumulation) | 1,454.39 |
| | 10/11/2015 | 24200/MOLCAT00002A | (Contributions) Moller, Catrina - Accumulation (Accumulation) | 163.52 |
| | 10/11/2015 | 24200/MOLCAT00002A | (Contributions) Moller, Catrina - Accumulation (Accumulation) | 679.61 |
| | 26/11/2015 | 24200/MOLSCO00002A | (Contributions) Moller, Scott - Accumulation (Accumulation) | 1,169.39 |
| | 08/12/2015 | 24200/MOLCAT00002A | (Contributions) Moller, Catrina - Accumulation (Accumulation) | 906.15 |
| | 29/12/2015 | 24200/MOLCAT00002A | (Contributions) Moller, Catrina - Accumulation (Accumulation) | 906.15 |
| | 29/12/2015 | 24200/MOLSCO00002A | (Contributions) Moller, Scott - Accumulation (Accumulation) | 1,169.39 |
| | 29/01/2016 | 24200/MOLSCO00002A | (Contributions) Moller, Scott - Accumulation (Accumulation) | 1,454.39 |

Rancho Relaxo Superfund Tax Reconciliation Report

For the year ended 30 June 2016

| Tax Return Label | Date | Account Code | Account Name | Amount \$ |
|--|------------|--------------------|--|------------------|
| R1 - Assessable employer contributions | | | | |
| | 08/02/2016 | 24200/MOLCAT00002A | (Contributions) Moller, Catrina - Accumulation (Accumulation) | 906.15 |
| | 25/02/2016 | 24200/MOLCAT00002A | (Contributions) Moller, Catrina - Accumulation (Accumulation) | 1,169.39 |
| | 15/03/2016 | 24200/MOLSCO00002A | (Contributions) Moller, Scott - Accumulation (Accumulation) | 1,368.51 |
| | 24/03/2016 | 24200/MOLSCO00002A | (Contributions) Moller, Scott - Accumulation (Accumulation) | 1,169.39 |
| | 20/04/2016 | 24200/MOLCAT00002A | (Contributions) Moller, Catrina - Accumulation (Accumulation) | 915.44 |
| | 27/04/2016 | 24200/MOLSCO00002A | (Contributions) Moller, Scott - Accumulation (Accumulation) | 1,204.48 |
| | 11/05/2016 | 24200/MOLCAT00002A | (Contributions) Moller, Catrina - Accumulation (Accumulation) | 915.44 |
| | 26/05/2016 | 24200/MOLSCO00002A | (Contributions) Moller, Scott - Accumulation (Accumulation) | 1,204.48 |
| | 07/06/2016 | 24200/MOLCAT00002A | (Contributions) Moller, Catrina - Accumulation (Accumulation) | 915.44 |
| | 24/06/2016 | 24200/MOLSCO00002A | (Contributions) Moller, Scott - Accumulation (Accumulation) | 1,204.48 |
| | 24/06/2016 | 24200/MOLSCO00002A | (Contributions) Moller, Scott - Accumulation (Accumulation) | 2,025.62 |
| Sub-Total | | | | 26,036.24 |
| Ignore Cents | | | | 0.24 |
| Total | | | | 26,036.00 |
| R - Assessable contributions (R1 plus R2 plus R3 less R6) | | | | |
| | | | Assessable employer contributions | 26,036.24 |
| Sub-Total | | | | 26,036.24 |
| Ignore Cents | | | | 0.24 |
| Total | | | | 26,036.00 |
| W - GROSS INCOME (Sum of labels A to U) | | | | |
| | | | | 39,795.00 |
| Sub-Total | | | | 39,795.00 |
| Ignore Cents | | | | 0.00 |
| Total | | | | 39,795.00 |
| V - TOTAL ASSESSABLE INCOME (W less Y) | | | | |
| | | | | 39,795.00 |
| Sub-Total | | | | 39,795.00 |
| Ignore Cents | | | | 0.00 |
| Total | | | | 39,795.00 |
| A1 - Expenses - Interest expenses within Australia | | | | |
| | 30/06/2016 | 37820/1/37f | 1/37 Flinders Parade, North Lakes QLD, Australia | 4,392.63 |
| Sub-Total | | | | 4,392.63 |
| Ignore Cents | | | | 0.63 |
| Total | | | | 4,392.00 |
| F1 - Expenses - Insurance Premiums | | | | |
| | 17/08/2015 | 39000/MOLSCO00002A | (Life Insurance Premiums) Moller, Scott - Accumulation (Accumulat... | 129.92 |

Rancho Relaxo Superfund Tax Reconciliation Report

For the year ended 30 June 2016

| Tax Return Label | Date | Account Code | Account Name | Amount \$ |
|--|------------|--------------------|--|---------------|
| F1 - Expenses - Insurance Premiums | | | | |
| | 16/09/2015 | 39000/MOLSCO00002A | (Life Insurance Premiums) Moller, Scott - Accumulation (Accumulat... | 64.96 |
| | 15/10/2015 | 39000/MOLSCO00002A | (Life Insurance Premiums) Moller, Scott - Accumulation (Accumulat... | 64.96 |
| | 16/11/2015 | 39000/MOLSCO00002A | (Life Insurance Premiums) Moller, Scott - Accumulation (Accumulat... | 64.96 |
| | 15/12/2015 | 39000/MOLSCO00002A | (Life Insurance Premiums) Moller, Scott - Accumulation (Accumulat... | 64.96 |
| | 15/01/2016 | 39000/MOLSCO00002A | (Life Insurance Premiums) Moller, Scott - Accumulation (Accumulat... | 64.96 |
| | 15/02/2016 | 39000/MOLSCO00002A | (Life Insurance Premiums) Moller, Scott - Accumulation (Accumulat... | 64.96 |
| | 15/03/2016 | 39000/MOLSCO00002A | (Life Insurance Premiums) Moller, Scott - Accumulation (Accumulat... | 64.96 |
| | 15/04/2016 | 39000/MOLSCO00002A | (Life Insurance Premiums) Moller, Scott - Accumulation (Accumulat... | 64.96 |
| | 16/05/2016 | 39000/MOLSCO00002A | (Life Insurance Premiums) Moller, Scott - Accumulation (Accumulat... | 64.96 |
| | 15/06/2016 | 39000/MOLSCO00002A | (Life Insurance Premiums) Moller, Scott - Accumulation (Accumulat... | 68.28 |
| Sub-Total | | | | 782.84 |
| Ignore Cents | | | | 0.84 |
| Total | | | | 782.00 |
| I1 - Expenses - Investment expenses | | | | |
| | 30/06/2016 | 30302 | Amortisation Expense | 378.37 |
| | 26/11/2015 | 41920/1/37f | 1/37 Flinders Parade, North Lakes QLD, Australia | 886.36 |
| | 30/06/2016 | 41930/1/37f | 1/37 Flinders Parade, North Lakes QLD, Australia | 5,235.11 |
| | 22/01/2016 | 41945/1/37f | 1/37 Flinders Parade, North Lakes QLD, Australia | 481.88 |
| | 22/01/2016 | 41945/1/37f | 1/37 Flinders Parade, North Lakes QLD, Australia | 103.26 |
| | 12/05/2016 | 41945/1/37f | 1/37 Flinders Parade, North Lakes QLD, Australia | 1,062.50 |
| | 12/05/2016 | 41945/1/37f | 1/37 Flinders Parade, North Lakes QLD, Australia | 1,062.50 |
| | 22/01/2016 | 41960/1/37f | 1/37 Flinders Parade, North Lakes QLD, Australia | 228.26 |
| | 12/05/2016 | 41960/1/37f | 1/37 Flinders Parade, North Lakes QLD, Australia | 521.05 |
| | 16/05/2016 | 41980/1/37f | 1/37 Flinders Parade, North Lakes QLD, Australia | 31.30 |
| | 16/05/2016 | 41980/1/37f | 1/37 Flinders Parade, North Lakes QLD, Australia | 3.05 |
| | 13/06/2016 | 41980/1/37f | 1/37 Flinders Parade, North Lakes QLD, Australia | 31.30 |
| | 13/06/2016 | 41980/1/37f | 1/37 Flinders Parade, North Lakes QLD, Australia | 3.05 |
| | 22/01/2016 | 42020/1/37f | 1/37 Flinders Parade, North Lakes QLD, Australia | 192.52 |
| | 22/01/2016 | 42110/1/37f | 1/37 Flinders Parade, North Lakes QLD, Australia | 3,446.05 |
| | 22/01/2016 | 42150/1/37f | 1/37 Flinders Parade, North Lakes QLD, Australia | 92.83 |
| | 05/05/2016 | 42150/1/37f | 1/37 Flinders Parade, North Lakes QLD, Australia | 265.11 |

Rancho Relaxo Superfund Tax Reconciliation Report

For the year ended 30 June 2016

| Tax Return Label | Date | Account Code | Account Name | Amount \$ |
|---|------------|--------------|---------------------------------|------------------|
| I1 - Expenses - Investment expenses | | | | |
| Sub-Total | | | | 14,024.50 |
| Ignore Cents | | | | 0.50 |
| Total | | | | 14,024.00 |
| J1 - Expenses - Management and administration expenses | | | | |
| | 08/01/2016 | 31500 | Bank Charges | 30.00 |
| | 15/01/2016 | 38700 | Legal Fees | 699.00 |
| | 07/05/2016 | 30800 | ASIC Fees | 46.00 |
| | 01/06/2016 | 31500 | Bank Charges | 10.00 |
| | 04/06/2016 | 30800 | ASIC Fees | 246.00 |
| | 30/06/2016 | 31500 | Bank Charges | 240.00 |
| Sub-Total | | | | 1,271.00 |
| Ignore Cents | | | | 0.00 |
| Total | | | | 1,271.00 |
| L1 - Expenses - Other amounts (Fully deductible) | | | | |
| | 22/01/2016 | 35000 | Formation Cost (non-deductible) | 990.18 |
| Tax Adjustment - Other Amounts (L1) | | | | (990.00) |
| Sub-Total | | | | 0.18 |
| Ignore Cents | | | | 0.18 |
| Total | | | | 0.00 |
| L2 - Expenses - Other amounts (Non-deductible) | | | | |
| Tax Adjustment - Other Amounts (L2) | | | | 990.00 |
| Sub-Total | | | | 990.00 |
| Ignore Cents | | | | 0.00 |
| Total | | | | 990.00 |
| N - TOTAL DEDUCTIONS | | | | |
| | | | | 20,469.00 |
| Sub-Total | | | | 20,469.00 |
| Ignore Cents | | | | 0.00 |
| Total | | | | 20,469.00 |
| Y - TOTAL NON DEDUCTIBLE EXPENSES | | | | |
| | | | | 990.00 |
| Sub-Total | | | | 990.00 |
| Ignore Cents | | | | 0.00 |
| Total | | | | 990.00 |
| O - TAXABLE INCOME OR LOSS | | | | |
| | | | | 19,326.00 |
| Sub-Total | | | | 19,326.00 |
| Ignore Cents | | | | 0.00 |
| Total | | | | 19,326.00 |

Rancho Relaxo Superfund**Tax Reconciliation Report**

For the year ended 30 June 2016

| Tax Return Label | Date | Account Code | Account Name | Amount |
|-------------------------------------|-------------|---------------------|---------------------|------------------|
| | | | | \$ |
| Z - TOTAL SMSF EXPENSES | | | | |
| | | | | 21,459.00 |
| Sub-Total | | | | 21,459.00 |
| Ignore Cents | | | | 0.00 |
| Total | | | | 21,459.00 |
| A - Taxable income | | | | |
| | | | | 19,326.00 |
| Sub-Total | | | | 19,326.00 |
| Ignore Cents | | | | 0.00 |
| Total | | | | 19,326.00 |
| T1 - Tax on taxable income | | | | |
| | | | | 2,898.90 |
| Sub-Total | | | | 2,898.90 |
| Ignore Cents | | | | 0.00 |
| Total | | | | 2,898.90 |
| B - Gross Tax | | | | |
| | | | | 2,898.90 |
| Sub-Total | | | | 2,898.90 |
| Ignore Cents | | | | 0.00 |
| Total | | | | 2,898.90 |
| T2 - SUBTOTAL | | | | |
| | | | | 2,898.90 |
| Sub-Total | | | | 2,898.90 |
| Ignore Cents | | | | 0.00 |
| Total | | | | 2,898.90 |
| T5 - TAX PAYABLE | | | | |
| | | | | 2,898.90 |
| Sub-Total | | | | 2,898.90 |
| Ignore Cents | | | | 0.00 |
| Total | | | | 2,898.90 |
| L - Supervisory levy | | | | |
| | | | | 259.00 |
| Sub-Total | | | | 259.00 |
| Ignore Cents | | | | 0.00 |
| Total | | | | 259.00 |
| S - AMOUNT DUE OR REFUNDABLE | | | | |
| | | | | 3,157.90 |
| Sub-Total | | | | 3,157.90 |
| Ignore Cents | | | | 0.00 |
| Total | | | | 3,157.90 |

Rancho Relaxo Superfund

Deferred Tax Reconciliation

For The Period 01 July 2015 - 30 June 2016

| Investment Code | Investment Name | Revaluation/Tax Deferred | Permanent Difference (Non- Assessable) | Temporary Difference (Assessable) | Temporary Difference (Accumulation Portion) |
|---|-----------------|-----------------------------|--|---|--|
| Deferred Tax Liability (Asset) Summary | | | | | |
| Opening Balance | | 0.00 | | | |
| Current Year Transactions | | 0.00 | | | |
| Total Capital Losses | | 0.00 | | | |
| Total Tax Losses | | 0.00 | | | |
| Deferred Tax WriteBacks/Adjustment | | 0.00 | | | |
| Capital Loss carried forward recouped | | 0.00 | | | |
| Tax Loss carried forward recouped | | 0.00 | | | |
| Closing Balance | | 0.00 | | | |

Rancho Relaxo Superfund
Statement of Taxable Income

For the year ended 30 June 2016

| | 2016 |
|--|------------------|
| | \$ |
| Benefits accrued as a result of operations | 18,334.84 |
| Less | |
| Tax Adjustment - Other Expenses (L1) | (990.00) |
| | <hr/> |
| | (990.00) |
| | |
| SMSF Annual Return Rounding | 1.16 |
| | <hr/> |
| Taxable Income or Loss | 19,326.00 |
| | <hr/> |
| Income Tax on Taxable Income or Loss | 2,898.90 |
| | |
| | <hr/> |
| CURRENT TAX OR REFUND | 2,898.90 |
| | <hr/> |
| Supervisory Levy | 259.00 |
| | <hr/> |
| AMOUNT DUE OR REFUNDABLE | 3,157.90 |
| | <hr/> |

Rancho Relaxo Superfund General Ledger

As at 30 June 2016

| Transaction Date | Description | Units | Debit | Credit | Balance \$ |
|--|--|-------|-------|------------------|---------------------|
| Contributions (24200) | | | | | |
| <u>(Contributions) Moller, Catrina - Accumulation (MOLCAT00002A)</u> | | | | | |
| 10/08/2015 | Direct Credit 395276 SuperChoice P/L PC06C003-3940769 | | | 640.74 | 640.74 CR |
| 15/09/2015 | Direct Credit 395276 SuperChoice P/L PC06C003-3991299 | | | 961.11 | 1,601.85 CR |
| 16/10/2015 | Direct Credit 395276 SuperChoice P/L PC06C003-4030883 | | | 654.08 | 2,255.93 CR |
| 10/11/2015 | Direct Credit 395276 SuperChoice P/L PC06C0003-4095626 | | | 163.52 | 2,419.45 CR |
| 10/11/2015 | Direct Credit 395276 SuperChoice P/L PC06C0003-4095639 | | | 679.61 | 3,099.06 CR |
| 08/12/2015 | Direct Credit 395276 SuperChoice P/L PC06C003-4140587 | | | 906.15 | 4,005.21 CR |
| 29/12/2015 | Direct Credit 395276 SuperChoice P/L PC06C003-4167532 | | | 906.15 | 4,911.36 CR |
| 08/02/2016 | Direct Credit 395276 SuperChoice P/L PC06C001-4217978 | | | 906.15 | 5,817.51 CR |
| 25/02/2016 | Direct Credit 395276 SuperChoice P/L PC06C002 - 4296724 | | | 1,169.39 | 6,986.90 CR |
| 20/04/2016 | Direct Credit 395276 SuperChoice P/L PC06C002-4354344 | | | 915.44 | 7,902.34 CR |
| 11/05/2016 | Direct Credit 395276 SuperChoice P/L PC06C002-4374069 | | | 915.44 | 8,817.78 CR |
| 07/06/2016 | Direct Credit 395276 SuperChoice P/L PC06C002-4419898 | | | 915.44 | 9,733.22 CR |
| | | | | 9,733.22 | 9,733.22 CR |
| <u>(Contributions) Moller, Scott - Accumulation (MOLSCO00002A)</u> | | | | | |
| 27/08/2015 | Direct Credit 395276 SuperChoice P/L PC06C010-3966358 | | | 1,709.11 | 1,709.11 CR |
| 30/09/2015 | Direct Credit 395276 SuperChoice P/L PC06C012-4010652 | | | 1,169.39 | 2,878.50 CR |
| 28/10/2015 | Direct Credit 395276 SuperChoice P/L PC06C012-4012145 | | | 1,454.39 | 4,332.89 CR |
| 26/11/2015 | Direct Credit 395276 SuperChoice P/L PC06C013-4115975 | | | 1,169.39 | 5,502.28 CR |
| 29/12/2015 | Direct Credit 395276 SuperChoice P/L PC06C011-4133992 | | | 1,169.39 | 6,671.67 CR |
| 29/01/2016 | Direct Credit 395276 SuperChoice P/L PC06C010 - 4222020 | | | 1,454.39 | 8,126.06 CR |
| 15/03/2016 | Direct Credit 395276 SuperChoice P/L PC06C002 - 4296724 | | | 1,368.51 | 9,494.57 CR |
| 24/03/2016 | Direct Credit 395276 SuperChoice P/L PC06C011-4325106 | | | 1,169.39 | 10,663.96 CR |
| 27/04/2016 | Direct Credit 395276 SuperChoice P/L PC06C011-4359222 | | | 1,204.48 | 11,868.44 CR |
| 26/05/2016 | Direct Credit 395276 SuperChoice P/L PC06C010-4410734 | | | 1,204.48 | 13,072.92 CR |
| 24/06/2016 | Direct Credit 395276 SuperChoice P/L PC06C010-4450272 | | | 1,204.48 | 14,277.40 CR |
| 24/06/2016 | Direct Credit 395276 SuperChoice P/L PC06C010-4450758 | | | 2,025.62 | 16,303.02 CR |
| | | | | 16,303.02 | 16,303.02 CR |
| Interest Received (25000) | | | | | |
| <u>CBA Accelerator 17712228 (CBA167712228)</u> | | | | | |
| 01/07/2015 | Credit Interest | | | 273.43 | 273.43 CR |
| 07/07/2015 | Credit Interest | | | 53.09 | 326.52 CR |
| | | | | 326.52 | 326.52 CR |
| <u>CBA Accelerator 18193554 (CBA18193554)</u> | | | | | |
| 01/08/2015 | Credit interest | | | 201.74 | 201.74 CR |

Rancho Relaxo Superfund General Ledger

As at 30 June 2016

| Transaction Date | Description | Units | Debit | Credit | Balance \$ |
|---|---|-------|---------------|------------------|---------------------|
| 01/09/2015 | Credit interest | | | 230.27 | 432.01 CR |
| 01/10/2015 | Credit interest | | | 212.12 | 644.13 CR |
| 01/11/2015 | Credit interest | | | 221.77 | 865.90 CR |
| 01/12/2015 | Credit interest | | | 217.34 | 1,083.24 CR |
| 01/01/2016 | Credit interest | | | 213.85 | 1,297.09 CR |
| 01/02/2016 | Credit interest | | | 80.82 | 1,377.91 CR |
| 01/03/2016 | Credit interest | | | 41.84 | 1,419.75 CR |
| 01/04/2016 | Credit interest | | | 45.88 | 1,465.63 CR |
| 01/05/2016 | Credit interest | | | 45.46 | 1,511.09 CR |
| 01/06/2016 | Credit interest | | | 45.62 | 1,556.71 CR |
| | | | | 1,556.71 | 1,556.71 CR |
| Loan #1 - Urbanman Designs Pty Ltd (LTUM) | | | | | |
| 30/06/2016 | Interest as per Loan Agreement #1 & #2 | | | 600.00 | 600.00 CR |
| | | | | 600.00 | 600.00 CR |
| Loan #2 - Urbanman Designs Pty Ltd (LTUM2) | | | | | |
| 30/06/2016 | Interest as per Loan Agreement #1 & #2 | | | 875.00 | 875.00 CR |
| | | | | 875.00 | 875.00 CR |
| Property Income (28000) | | | | | |
| <u>1/37 Flinders Parade, North Lakes QLD, Australia (1/37f)</u> | | | | | |
| 30/06/2016 | Take up rental income & expenses as per rental statement | | | 10,401.52 | 10,401.52 CR |
| | | | | 10,401.52 | 10,401.52 CR |
| Amortisation Expense (30302) | | | | | |
| <u>Amortisation Expense (30302)</u> | | | | | |
| 30/06/2016 | Borrowing cost amortisation | | 378.37 | | 378.37 DR |
| | | | 378.37 | | 378.37 DR |
| ASIC Fees (30800) | | | | | |
| <u>ASIC Fees (30800)</u> | | | | | |
| 07/05/2016 | ASIC NetBank Bpay 17301 2296055326617 ASIC RR SMSF P L | | 46.00 | | 46.00 DR |
| 04/06/2016 | ASIC NetBank BPAY 17301 2296060453364 ASIC RR INVEST | | 246.00 | | 292.00 DR |
| | | | 292.00 | | 292.00 DR |
| Bank Charges (31500) | | | | | |
| <u>Bank Charges (31500)</u> | | | | | |
| 08/01/2016 | Wdl Branch The Gap - Fund transfer to Solicitor Trust account for property settlement | | 30.00 | | 30.00 DR |
| 01/06/2016 | Account Fee | | 10.00 | | 40.00 DR |
| 30/06/2016 | Take up transactions in St. George loan statements 2015/16 | | 240.00 | | 280.00 DR |
| | | | 280.00 | | 280.00 DR |
| Formation Cost (non-deductible) (35000) | | | | | |
| <u>Formation Cost (non-deductible) (35000)</u> | | | | | |
| 22/01/2016 | Take up expenses in Solicitors trust account statement | | 990.18 | | 990.18 DR |
| | | | 990.18 | | 990.18 DR |

Rancho Relaxo Superfund

General Ledger

As at 30 June 2016

| Transaction Date | Description | Units | Debit | Credit | Balance \$ |
|--|---|-------|-----------------|--------|--------------------|
| Interest on loans (LRBA) (37820) | | | | | |
| <u>1/37 Flinders Parade, North Lakes QLD, Australia (1/37f)</u> | | | | | |
| 30/06/2016 | Take up transactions in St. George loan statements 2015/16 | | 4,392.63 | | 4,392.63 DR |
| | | | 4,392.63 | | 4,392.63 DR |
| Legal Fees (38700) | | | | | |
| <u>Legal Fees (38700)</u> | | | | | |
| 15/01/2016 | Direct Debit 457250 ESUPERFUND 287176_ | | 699.00 | | 699.00 DR |
| | | | 699.00 | | 699.00 DR |
| Life Insurance Premiums (39000) | | | | | |
| <u>(Life Insurance Premiums) Moller, Scott - Accumulation (MOLSCO00002A)</u> | | | | | |
| 17/08/2015 | Direct debit 00142 AIA Aus SMSF 501214147-170815 | | 129.92 | | 129.92 DR |
| 16/09/2015 | Direct Credit 000142 AIA Aus SMSF 501214147-160915 | | 64.96 | | 194.88 DR |
| 15/10/2015 | Direct debit 00142 AIA Aus SMSF 501214147-151015 | | 64.96 | | 259.84 DR |
| 16/11/2015 | Direct debit 00142 AIA Aus SMSF 501214147-161115 | | 64.96 | | 324.80 DR |
| 15/12/2015 | Direct debit 00142 AIA Aus SMSF 501214147-151215 | | 64.96 | | 389.76 DR |
| 15/01/2016 | Direct debit 00142 AIA Aus SMSF 501214147-150116 | | 64.96 | | 454.72 DR |
| 15/02/2016 | Direct debit 00142 AIA Aus SMSF 501214147-150216 | | 64.96 | | 519.68 DR |
| 15/03/2016 | Direct debit 00142 AIA Aus SMSF 501214147-150316 | | 64.96 | | 584.64 DR |
| 15/04/2016 | Direct debit 00142 AIA Aus SMSF 501214147-150416 | | 64.96 | | 649.60 DR |
| 16/05/2016 | Direct debit 00142 AIA Aus SMSF 501214147-160516 | | 64.96 | | 714.56 DR |
| 15/06/2016 | Direct debit 00142 AIA Aus SMSF 501214147-150616 | | 68.28 | | 782.84 DR |
| | | | 782.84 | | 782.84 DR |
| Property Expenses - Advertising (41920) | | | | | |
| <u>1/37 Flinders Parade, North Lakes QLD, Australia (1/37f)</u> | | | | | |
| 26/11/2015 | Transfer to other bank Net bank Flinders Marketing | | 886.36 | | 886.36 DR |
| | | | 886.36 | | 886.36 DR |
| Property Expenses - Agents Management Fees (41930) | | | | | |
| <u>1/37 Flinders Parade, North Lakes QLD, Australia (1/37f)</u> | | | | | |
| 30/06/2016 | Take up rental income & expenses as per rental statement | | 5,235.11 | | 5,235.11 DR |
| | | | 5,235.11 | | 5,235.11 DR |
| Property Expenses - Body Corporate (41945) | | | | | |
| <u>1/37 Flinders Parade, North Lakes QLD, Australia (1/37f)</u> | | | | | |
| 22/01/2016 | Take up purchase of 1/37 Flinders Pde. Deposit has been taken up separately without GST | | 481.88 | | 481.88 DR |
| 22/01/2016 | Take up purchase of 1/37 Flinders Pde. Deposit has been taken up separately without GST | | 103.26 | | 585.14 DR |
| 12/05/2016 | DEFT PAYMENTS NetBank BPAY 96503 2432704021000000012 Body Corp Fees | | 1,062.50 | | 1,647.64 DR |

Rancho Relaxo Superfund General Ledger

As at 30 June 2016

| Transaction Date | Description | Units | Debit | Credit | Balance \$ |
|---|---|-------|-----------------|--------|--------------------|
| 12/05/2016 | DEFT PAYMENTS NetBank BPAY 96503 24327040210000000012 Body Corp Fees | | 1,062.50 | | 2,710.14 DR |
| | | | 2,710.14 | | 2,710.14 DR |
| Property Expenses - Council Rates (41960) | | | | | |
| <u>1/37 Flinders Parade, North Lakes QLD, Australia (1/37f)</u> | | | | | |
| 22/01/2016 | Take up purchase of 1/37 Flinders Pde. Deposit has been taken up separately without GST | | 228.26 | | 228.26 DR |
| 12/05/2016 | MBRC PAYMENTS NetBank BPAY 7062 008245094 MBRC RATES | | 521.05 | | 749.31 DR |
| | | | 749.31 | | 749.31 DR |
| Property Expenses - Insurance Premium (41980) | | | | | |
| <u>1/37 Flinders Parade, North Lakes QLD, Australia (1/37f)</u> | | | | | |
| 16/05/2016 | Direct Debit 181547 ALLIANZ INSURE 109104420014816137 | | 31.30 | | 31.30 DR |
| 16/05/2016 | Direct Debit 181547 ALLIANZ INSURE 109104420014816137 | | 3.05 | | 34.35 DR |
| 13/06/2016 | Direct Debit 181547 ALLIANZ INSURE 109104420017916165 | | 31.30 | | 65.65 DR |
| 13/06/2016 | Direct Debit 181547 ALLIANZ INSURE 109104420017916165 | | 3.05 | | 68.70 DR |
| | | | 68.70 | | 68.70 DR |
| Property Expenses - Land Tax (42020) | | | | | |
| <u>1/37 Flinders Parade, North Lakes QLD, Australia (1/37f)</u> | | | | | |
| 22/01/2016 | Take up purchase of 1/37 Flinders Pde. Deposit has been taken up separately without GST | | 192.52 | | 192.52 DR |
| | | | 192.52 | | 192.52 DR |
| Property Expenses - Sundry Expenses (42110) | | | | | |
| <u>1/37 Flinders Parade, North Lakes QLD, Australia (1/37f)</u> | | | | | |
| 22/01/2016 | Take up purchase of 1/37 Flinders Pde. Deposit has been taken up separately without GST | | 3,446.05 | | 3,446.05 DR |
| | | | 3,446.05 | | 3,446.05 DR |
| Property Expenses - Water Rates (42150) | | | | | |
| <u>1/37 Flinders Parade, North Lakes QLD, Australia (1/37f)</u> | | | | | |
| 22/01/2016 | Take up purchase of 1/37 Flinders Pde. Deposit has been taken up separately without GST | | 92.83 | | 92.83 DR |
| 05/05/2016 | Unitywater Net bank bpay 130393 0997895099 | | 265.11 | | 357.94 DR |
| | | | 357.94 | | 357.94 DR |
| Income Tax Expense (48500) | | | | | |
| <u>Income Tax Expense (48500)</u> | | | | | |
| 30/06/2016 | Create Entries - Income Tax Expense - 30/06/2016 | | 2,898.90 | | 2,898.90 DR |
| | | | 2,898.90 | | 2,898.90 DR |
| Profit/Loss Allocation Account (49000) | | | | | |
| <u>Profit/Loss Allocation Account (49000)</u> | | | | | |
| 10/08/2015 | System Member Journals | | 544.63 | | 544.63 DR |
| 17/08/2015 | System Member Journals | | | 110.43 | 434.20 DR |
| 27/08/2015 | System Member Journals | | 1,452.74 | | 1,886.94 DR |

Rancho Relaxo Superfund General Ledger

As at 30 June 2016

| Transaction Date | Description | Units | Debit | Credit | Balance \$ |
|--|---|-------|------------------|-------------------|----------------------|
| 15/09/2015 | System Member Journals | | 816.94 | | 2,703.88 DR |
| 16/09/2015 | System Member Journals | | | 55.22 | 2,648.66 DR |
| 30/09/2015 | System Member Journals | | 993.98 | | 3,642.64 DR |
| 15/10/2015 | System Member Journals | | | 55.22 | 3,587.42 DR |
| 16/10/2015 | System Member Journals | | 555.97 | | 4,143.39 DR |
| 28/10/2015 | System Member Journals | | 1,236.23 | | 5,379.62 DR |
| 10/11/2015 | System Member Journals | | 138.99 | | 5,518.61 DR |
| 10/11/2015 | System Member Journals | | 577.67 | | 6,096.28 DR |
| 16/11/2015 | System Member Journals | | | 55.22 | 6,041.06 DR |
| 26/11/2015 | System Member Journals | | 993.98 | | 7,035.04 DR |
| 08/12/2015 | System Member Journals | | 770.23 | | 7,805.27 DR |
| 15/12/2015 | System Member Journals | | | 55.22 | 7,750.05 DR |
| 29/12/2015 | System Member Journals | | 770.23 | | 8,520.28 DR |
| 29/12/2015 | System Member Journals | | 993.98 | | 9,514.26 DR |
| 15/01/2016 | System Member Journals | | | 55.22 | 9,459.04 DR |
| 29/01/2016 | System Member Journals | | 1,236.23 | | 10,695.27 DR |
| 08/02/2016 | System Member Journals | | 770.23 | | 11,465.50 DR |
| 15/02/2016 | System Member Journals | | | 55.22 | 11,410.28 DR |
| 25/02/2016 | System Member Journals | | 993.98 | | 12,404.26 DR |
| 15/03/2016 | System Member Journals | | | 55.22 | 12,349.04 DR |
| 15/03/2016 | System Member Journals | | 1,163.23 | | 13,512.27 DR |
| 24/03/2016 | System Member Journals | | 993.98 | | 14,506.25 DR |
| 15/04/2016 | System Member Journals | | | 55.22 | 14,451.03 DR |
| 20/04/2016 | System Member Journals | | 778.12 | | 15,229.15 DR |
| 27/04/2016 | System Member Journals | | 1,023.81 | | 16,252.96 DR |
| 11/05/2016 | System Member Journals | | 778.12 | | 17,031.08 DR |
| 16/05/2016 | System Member Journals | | | 55.22 | 16,975.86 DR |
| 26/05/2016 | System Member Journals | | 1,023.81 | | 17,999.67 DR |
| 07/06/2016 | System Member Journals | | 778.12 | | 18,777.79 DR |
| 15/06/2016 | System Member Journals | | | 58.04 | 18,719.75 DR |
| 24/06/2016 | System Member Journals | | 1,023.81 | | 19,743.56 DR |
| 24/06/2016 | System Member Journals | | 1,721.78 | | 21,465.34 DR |
| 30/06/2016 | Create Entries - Profit/Loss Allocation - 30/06/2016 | | | 4,253.53 | 17,211.81 DR |
| 30/06/2016 | Create Entries - Profit/Loss Allocation - 30/06/2016 | | | 2,665.03 | 14,546.78 DR |
| 30/06/2016 | Create Entries - Income Tax Expense Allocation - 30/06/2016 | | 546.66 | | 15,093.44 DR |
| 30/06/2016 | Create Entries - Income Tax Expense Allocation - 30/06/2016 | | 342.50 | | 15,435.94 DR |
| | | | 23,019.95 | 7,584.01 | 15,435.94 DR |
| Opening Balance (50010) | | | | | |
| <u>(Opening Balance) Moller, Catrina - Accumulation (MOLCAT00002A)</u> | | | | | |
| 01/07/2015 | Close Period Journal | | | 93,565.04 | 93,565.04 CR |
| | | | | 93,565.04 | 93,565.04 CR |
| <u>(Opening Balance) Moller, Scott - Accumulation (MOLSCO00002A)</u> | | | | | |
| 01/07/2015 | Close Period Journal | | | 150,334.12 | 150,334.12 CR |
| | | | | 150,334.12 | 150,334.12 CR |
| Contributions (52420) | | | | | |

Rancho Relaxo Superfund General Ledger

As at 30 June 2016

| Transaction Date | Description | Units | Debit | Credit | Balance \$ |
|---|--|-------|-------------------|------------------|---------------------|
| <u>(Contributions) Moller, Catrina - Accumulation (MOLCAT00002A)</u> | | | | | |
| 10/08/2015 | System Member Journals | | | 640.74 | 640.74 CR |
| 15/09/2015 | System Member Journals | | | 961.11 | 1,601.85 CR |
| 16/10/2015 | System Member Journals | | | 654.08 | 2,255.93 CR |
| 10/11/2015 | System Member Journals | | | 163.52 | 2,419.45 CR |
| 10/11/2015 | System Member Journals | | | 679.61 | 3,099.06 CR |
| 08/12/2015 | System Member Journals | | | 906.15 | 4,005.21 CR |
| 29/12/2015 | System Member Journals | | | 906.15 | 4,911.36 CR |
| 08/02/2016 | System Member Journals | | | 906.15 | 5,817.51 CR |
| 25/02/2016 | System Member Journals | | | 1,169.39 | 6,986.90 CR |
| 20/04/2016 | System Member Journals | | | 915.44 | 7,902.34 CR |
| 11/05/2016 | System Member Journals | | | 915.44 | 8,817.78 CR |
| 07/06/2016 | System Member Journals | | | 915.44 | 9,733.22 CR |
| | | | | 9,733.22 | 9,733.22 CR |
| <u>(Contributions) Moller, Scott - Accumulation (MOLSCO00002A)</u> | | | | | |
| 01/07/2015 | Opening Balance | | | | 3,508.17 CR |
| 01/07/2015 | Close Period Journal | | 3,508.17 | | 0.00 DR |
| 27/08/2015 | System Member Journals | | | 1,709.11 | 1,709.11 CR |
| 30/09/2015 | System Member Journals | | | 1,169.39 | 2,878.50 CR |
| 28/10/2015 | System Member Journals | | | 1,454.39 | 4,332.89 CR |
| 26/11/2015 | System Member Journals | | | 1,169.39 | 5,502.28 CR |
| 29/12/2015 | System Member Journals | | | 1,169.39 | 6,671.67 CR |
| 29/01/2016 | System Member Journals | | | 1,454.39 | 8,126.06 CR |
| 15/03/2016 | System Member Journals | | | 1,368.51 | 9,494.57 CR |
| 24/03/2016 | System Member Journals | | | 1,169.39 | 10,663.96 CR |
| 27/04/2016 | System Member Journals | | | 1,204.48 | 11,868.44 CR |
| 26/05/2016 | System Member Journals | | | 1,204.48 | 13,072.92 CR |
| 24/06/2016 | System Member Journals | | | 1,204.48 | 14,277.40 CR |
| 24/06/2016 | System Member Journals | | | 2,025.62 | 16,303.02 CR |
| | | | 3,508.17 | 16,303.02 | 16,303.02 CR |
| Transfers In (52850) | | | | | |
| <u>(Transfers In) Moller, Catrina - Accumulation (MOLCAT00002A)</u> | | | | | |
| 01/07/2015 | Opening Balance | | | | 93,530.68 CR |
| 01/07/2015 | Close Period Journal | | 93,530.68 | | 0.00 DR |
| | | | 93,530.68 | | 0.00 DR |
| <u>(Transfers In) Moller, Scott - Accumulation (MOLSCO00002A)</u> | | | | | |
| 01/07/2015 | Opening Balance | | | | 147,408.68 CR |
| 01/07/2015 | Close Period Journal | | 147,408.68 | | 0.00 DR |
| | | | 147,408.68 | | 0.00 DR |
| Share of Profit/(Loss) (53100) | | | | | |
| <u>(Share of Profit/(Loss)) Moller, Catrina - Accumulation (MOLCAT00002A)</u> | | | | | |
| 01/07/2015 | Opening Balance | | | | 40.47 CR |
| 01/07/2015 | Close Period Journal | | 40.47 | | 0.00 DR |
| 30/06/2016 | Create Entries - Profit/Loss Allocation - 30/06/2016 | | 2,665.03 | | 2,665.03 DR |
| | | | 2,705.50 | | 2,665.03 DR |

Rancho Relaxo Superfund General Ledger

As at 30 June 2016

| Transaction Date | Description | Units | Debit | Credit | Balance \$ |
|---|---|-------|-----------------|---------------|--------------------|
| <u>(Share of Profit/(Loss)) Moller, Scott - Accumulation (MOLSCO00002A)</u> | | | | | |
| 01/07/2015 | Opening Balance | | | | 63.53 CR |
| 01/07/2015 | Close Period Journal | | 63.53 | | 0.00 DR |
| 30/06/2016 | Create Entries - Profit/Loss Allocation - 30/06/2016 | | 4,253.53 | | 4,253.53 DR |
| | | | 4,317.06 | | 4,253.53 DR |
| Income Tax (53330) | | | | | |
| <u>(Income Tax) Moller, Catrina - Accumulation (MOLCAT00002A)</u> | | | | | |
| 01/07/2015 | Opening Balance | | | | 6.11 DR |
| 01/07/2015 | Close Period Journal | | | 6.11 | 0.00 DR |
| 30/06/2016 | Create Entries - Income Tax Expense Allocation - 30/06/2016 | | | 342.50 | 342.50 CR |
| | | | | 348.61 | 342.50 CR |
| <u>(Income Tax) Moller, Scott - Accumulation (MOLSCO00002A)</u> | | | | | |
| 01/07/2015 | Opening Balance | | | | 9.89 CR |
| 01/07/2015 | Close Period Journal | | 9.89 | | 0.00 DR |
| 17/08/2015 | System Member Journals | | | 19.49 | 19.49 CR |
| 16/09/2015 | System Member Journals | | | 9.74 | 29.23 CR |
| 15/10/2015 | System Member Journals | | | 9.74 | 38.97 CR |
| 16/11/2015 | System Member Journals | | | 9.74 | 48.71 CR |
| 15/12/2015 | System Member Journals | | | 9.74 | 58.45 CR |
| 15/01/2016 | System Member Journals | | | 9.74 | 68.19 CR |
| 15/02/2016 | System Member Journals | | | 9.74 | 77.93 CR |
| 15/03/2016 | System Member Journals | | | 9.74 | 87.67 CR |
| 15/04/2016 | System Member Journals | | | 9.74 | 97.41 CR |
| 16/05/2016 | System Member Journals | | | 9.74 | 107.15 CR |
| 15/06/2016 | System Member Journals | | | 10.24 | 117.39 CR |
| 30/06/2016 | Create Entries - Income Tax Expense Allocation - 30/06/2016 | | | 546.66 | 664.05 CR |
| | | | 9.89 | 664.05 | 664.05 CR |
| Contributions Tax (53800) | | | | | |
| <u>(Contributions Tax) Moller, Catrina - Accumulation (MOLCAT00002A)</u> | | | | | |
| 10/08/2015 | System Member Journals | | 96.11 | | 96.11 DR |
| 15/09/2015 | System Member Journals | | 144.17 | | 240.28 DR |
| 16/10/2015 | System Member Journals | | 98.11 | | 338.39 DR |
| 10/11/2015 | System Member Journals | | 24.53 | | 362.92 DR |
| 10/11/2015 | System Member Journals | | 101.94 | | 464.86 DR |
| 08/12/2015 | System Member Journals | | 135.92 | | 600.78 DR |
| 29/12/2015 | System Member Journals | | 135.92 | | 736.70 DR |
| 08/02/2016 | System Member Journals | | 135.92 | | 872.62 DR |
| 25/02/2016 | System Member Journals | | 175.41 | | 1,048.03 DR |
| 20/04/2016 | System Member Journals | | 137.32 | | 1,185.35 DR |
| 11/05/2016 | System Member Journals | | 137.32 | | 1,322.67 DR |
| 07/06/2016 | System Member Journals | | 137.32 | | 1,459.99 DR |
| | | | 1,459.99 | | 1,459.99 DR |
| <u>(Contributions Tax) Moller, Scott - Accumulation (MOLSCO00002A)</u> | | | | | |
| 01/07/2015 | Opening Balance | | | | 526.23 DR |

Rancho Relaxo Superfund General Ledger

As at 30 June 2016

| Transaction Date | Description | Units | Debit | Credit | Balance \$ |
|------------------|------------------------|-------|-----------------|---------------|--------------------|
| 01/07/2015 | Close Period Journal | | | 526.23 | 0.00 DR |
| 27/08/2015 | System Member Journals | | 256.37 | | 256.37 DR |
| 30/09/2015 | System Member Journals | | 175.41 | | 431.78 DR |
| 28/10/2015 | System Member Journals | | 218.16 | | 649.94 DR |
| 26/11/2015 | System Member Journals | | 175.41 | | 825.35 DR |
| 29/12/2015 | System Member Journals | | 175.41 | | 1,000.76 DR |
| 29/01/2016 | System Member Journals | | 218.16 | | 1,218.92 DR |
| 15/03/2016 | System Member Journals | | 205.28 | | 1,424.20 DR |
| 24/03/2016 | System Member Journals | | 175.41 | | 1,599.61 DR |
| 27/04/2016 | System Member Journals | | 180.67 | | 1,780.28 DR |
| 26/05/2016 | System Member Journals | | 180.67 | | 1,960.95 DR |
| 24/06/2016 | System Member Journals | | 180.67 | | 2,141.62 DR |
| 24/06/2016 | System Member Journals | | 303.84 | | 2,445.46 DR |
| | | | 2,445.46 | 526.23 | 2,445.46 DR |

Life Insurance Premiums (53920)

(Life Insurance Premiums) Moller, Scott - Accumulation (MOLSCO00002A)

| | | | | | |
|------------|------------------------|--|---------------|---------------|------------------|
| 01/07/2015 | Opening Balance | | | | 129.92 DR |
| 01/07/2015 | Close Period Journal | | | 129.92 | 0.00 DR |
| 17/08/2015 | System Member Journals | | 129.92 | | 129.92 DR |
| 16/09/2015 | System Member Journals | | 64.96 | | 194.88 DR |
| 15/10/2015 | System Member Journals | | 64.96 | | 259.84 DR |
| 16/11/2015 | System Member Journals | | 64.96 | | 324.80 DR |
| 15/12/2015 | System Member Journals | | 64.96 | | 389.76 DR |
| 15/01/2016 | System Member Journals | | 64.96 | | 454.72 DR |
| 15/02/2016 | System Member Journals | | 64.96 | | 519.68 DR |
| 15/03/2016 | System Member Journals | | 64.96 | | 584.64 DR |
| 15/04/2016 | System Member Journals | | 64.96 | | 649.60 DR |
| 16/05/2016 | System Member Journals | | 64.96 | | 714.56 DR |
| 15/06/2016 | System Member Journals | | 68.28 | | 782.84 DR |
| | | | 782.84 | 129.92 | 782.84 DR |

Bank Accounts (60400)

CBA Bus Transaction A/c 10310517 (CBA10310517)

| | | | | | |
|------------|--|--|-----------|-----------|--------------|
| 15/04/2016 | Chq Dep Branch North Lakes | | 16,338.57 | | 16,338.57 DR |
| 12/05/2016 | MBRC PAYMENTS NetBank BPAY 7062 008245094 MBRC RATES | | | 521.05 | 15,817.52 DR |
| 12/05/2016 | DEFT PAYMENTS NetBank BPAY 96503 24327040210000000012 Body Corp Fees | | | 1,168.75 | 14,648.77 DR |
| 12/05/2016 | DEFT PAYMENTS NetBank BPAY 96503 24327040210000000012 Body Corp Fees | | | 1,168.75 | 13,480.02 DR |
| 16/05/2016 | Direct Debit 181547 ALLIANZ INSURE 109104420014816137 | | | 37.48 | 13,442.54 DR |
| 01/06/2016 | Account Fee | | | 10.00 | 13,432.54 DR |
| 02/06/2016 | Direct Credit 266972 TONEONE PTY LTD TRANSFER FLINDERS | | 9,976.55 | | 23,409.09 DR |
| 04/06/2016 | ASIC NetBank BPAY 17301 2296060453364 ASIC RR INVEST | | | 246.00 | 23,163.09 DR |
| 13/06/2016 | Direct Debit 181547 ALLIANZ INSURE 109104420017916165 | | | 37.48 | 23,125.61 DR |
| 27/06/2016 | Transfer to CBA A/c NetBank RR Invest TRN [Transfer from net bank] | | | 20,000.00 | 3,125.61 DR |

Rancho Relaxo Superfund General Ledger

As at 30 June 2016

| Transaction Date | Description | Units | Debit | Credit | Balance \$ |
|--|--|-------|------------------|-------------------|--------------------|
| 30/06/2016 | Direct Credit 266972 TONEONE PTY LTD TRANSFER FLINDERS | | 2,581.50 | | 5,707.11 DR |
| | | | 28,896.62 | 23,189.51 | 5,707.11 DR |
| <u>CBA Accelerator 17712228 (CBA167712228)</u> | | | | | |
| 01/07/2015 | Opening Balance | | | | 230,421.61 DR |
| 01/07/2015 | Credit Interest | | 273.43 | | 230,695.04 DR |
| 07/07/2015 | Credit Interest | | 53.09 | | 230,748.13 DR |
| 07/07/2015 | Closed Account Branch 06 2888 [Transfer in branch 06 2888] | | | 230,748.13 | 0.00 DR |
| | | | 326.52 | 230,748.13 | 0.00 DR |
| <u>CBA Accelerator 18193554 (CBA18193554)</u> | | | | | |
| 07/07/2015 | Closed Account Branch 06 2888 [Transfer in branch 06 2888] | | 230,748.13 | | 230,748.13 DR |
| 08/07/2015 | Transfer to other bank Legal Flinders Pde | | | 3,710.00 | 227,038.13 DR |
| 08/07/2015 | Transfer to CBA A/c CommBank app Loan2 Loan to Urbanman Designs Pty Ltd | | | 17,500.00 | 209,538.13 DR |
| 01/08/2015 | Credit interest | | 201.74 | | 209,739.87 DR |
| 10/08/2015 | Direct Credit 395276 SuperChoice P/L PC06C003-3940769 | | 640.74 | | 210,380.61 DR |
| 11/08/2015 | Transfer to other bank Legal Flinders Pde - Legal fees | | | 2,370.50 | 208,010.11 DR |
| 14/08/2015 | Deposit - 1/37 Flinders Pde | | | 26,077.00 | 181,933.11 DR |
| 17/08/2015 | Direct debit 00142 AIA Aus SMSF 501214147-170815 | | | 129.92 | 181,803.19 DR |
| 27/08/2015 | Direct Credit 395276 SuperChoice P/L PC06C010-3966358 | | 1,709.11 | | 183,512.30 DR |
| 01/09/2015 | Credit interest | | 230.27 | | 183,742.57 DR |
| 15/09/2015 | Direct Credit 395276 SuperChoice P/L PC06C003-3991299 | | 961.11 | | 184,703.68 DR |
| 16/09/2015 | Direct Credit 000142 AIA Aus SMSF 501214147-160915 | | | 64.96 | 184,638.72 DR |
| 30/09/2015 | Direct Credit 395276 SuperChoice P/L PC06C012-4010652 | | 1,169.39 | | 185,808.11 DR |
| 01/10/2015 | Credit interest | | 212.12 | | 186,020.23 DR |
| 15/10/2015 | Direct debit 00142 AIA Aus SMSF 501214147-151015 | | | 64.96 | 185,955.27 DR |
| 16/10/2015 | Direct Credit 395276 SuperChoice P/L PC06C003-4030883 | | 654.08 | | 186,609.35 DR |
| 28/10/2015 | Direct Credit 395276 SuperChoice P/L PC06C012-4012145 | | 1,454.39 | | 188,063.74 DR |
| 01/11/2015 | Credit interest | | 221.77 | | 188,285.51 DR |
| 10/11/2015 | Direct Credit 395276 SuperChoice P/L PC06C0003-4095626 | | 163.52 | | 188,449.03 DR |
| 10/11/2015 | Direct Credit 395276 SuperChoice P/L PC06C0003-4095639 | | 679.61 | | 189,128.64 DR |
| 16/11/2015 | Direct debit 00142 AIA Aus SMSF 501214147-161115 | | | 64.96 | 189,063.68 DR |
| 26/11/2015 | Transfer to other bank Net bank Flinders Marketing | | | 975.00 | 188,088.68 DR |
| 26/11/2015 | Direct Credit 395276 SuperChoice P/L PC06C013-4115975 | | 1,169.39 | | 189,258.07 DR |
| 01/12/2015 | Credit interest | | 217.34 | | 189,475.41 DR |
| 03/12/2015 | Trasfer to other bank net bank Legals | | | 1,430.00 | 188,045.41 DR |
| 08/12/2015 | Direct Credit 395276 SuperChoice P/L PC06C003-4140587 | | 906.15 | | 188,951.56 DR |
| 15/12/2015 | Direct debit 00142 AIA Aus SMSF 501214147-151215 | | | 64.96 | 188,886.60 DR |

Rancho Relaxo Superfund

General Ledger

As at 30 June 2016

| Transaction Date | Description | Units | Debit | Credit | Balance \$ |
|------------------|---|-------|----------|------------|---------------|
| 29/12/2015 | Direct Credit 395276 SuperChoice P/L PC06C011-4133992 | | 1,169.39 | | 190,055.99 DR |
| 29/12/2015 | Direct Credit 395276 SuperChoice P/L PC06C003-4167532 | | 906.15 | | 190,962.14 DR |
| 01/01/2016 | Credit interest | | 213.85 | | 191,175.99 DR |
| 08/01/2016 | Wdl Branch The Gap - Fund transfer to Solicitor Trust account for property settlement | | | 152,030.00 | 39,145.99 DR |
| 15/01/2016 | Direct debit 00142 AIA Aus SMSF 501214147-150116 | | | 64.96 | 39,081.03 DR |
| 15/01/2016 | Direct Debit 457250 ESUPERFUND 287176_ | | | 699.00 | 38,382.03 DR |
| 29/01/2016 | Direct Credit 395276 SuperChoice P/L PC06C010 - 4222020 | | 1,454.39 | | 39,836.42 DR |
| 01/02/2016 | Credit interest | | 80.82 | | 39,917.24 DR |
| 08/02/2016 | Direct Credit 395276 SuperChoice P/L PC06C001-4217978 | | 906.15 | | 40,823.39 DR |
| 15/02/2016 | Direct debit 00142 AIA Aus SMSF 501214147-150216 | | | 64.96 | 40,758.43 DR |
| 23/02/2016 | Direct debit 106209 Rancho Relaco SU Loan Repayment | | | 1,108.00 | 39,650.43 DR |
| 25/02/2016 | Direct Credit 395276 SuperChoice P/L PC06C002 - 4296724 | | 1,169.39 | | 40,819.82 DR |
| 01/03/2016 | Credit interest | | 41.84 | | 40,861.66 DR |
| 15/03/2016 | Direct Credit 395276 SuperChoice P/L PC06C002 - 4296724 | | 1,368.51 | | 42,230.17 DR |
| 15/03/2016 | Direct debit 00142 AIA Aus SMSF 501214147-150316 | | | 64.96 | 42,165.21 DR |
| 23/03/2016 | Direct debit 106209 Rancho Relaco SU Loan Repayment | | | 1,108.00 | 41,057.21 DR |
| 24/03/2016 | Direct Credit 395276 SuperChoice P/L PC06C011-4325106 | | 1,169.39 | | 42,226.60 DR |
| 01/04/2016 | Credit interest | | 45.88 | | 42,272.48 DR |
| 15/04/2016 | Direct debit 00142 AIA Aus SMSF 501214147-150416 | | | 64.96 | 42,207.52 DR |
| 20/04/2016 | Direct Credit 395276 SuperChoice P/L PC06C002-4354344 | | 915.44 | | 43,122.96 DR |
| 26/04/2016 | Direct debit 106209 Rancho Relaco SU Loan Repayment | | | 1,108.00 | 42,014.96 DR |
| 27/04/2016 | Direct Credit 395276 SuperChoice P/L PC06C011-4359222 | | 1,204.48 | | 43,219.44 DR |
| 01/05/2016 | Credit interest | | 45.46 | | 43,264.90 DR |
| 05/05/2016 | Unitywater Net bank bpay 130393 0997895099 | | | 265.11 | 42,999.79 DR |
| 07/05/2016 | ASIC NetBank Bpay 17301 2296055326617 ASIC RR SMSF P L | | | 46.00 | 42,953.79 DR |
| 11/05/2016 | Direct Credit 395276 SuperChoice P/L PC06C002-4374069 | | 915.44 | | 43,869.23 DR |
| 16/05/2016 | Direct debit 00142 AIA Aus SMSF 501214147-160516 | | | 64.96 | 43,804.27 DR |
| 23/05/2016 | Direct debit 106209 Rancho Relaco SU Loan Repayment | | | 1,108.00 | 42,696.27 DR |
| 26/05/2016 | Direct Credit 395276 SuperChoice P/L PC06C010-4410734 | | 1,204.48 | | 43,900.75 DR |
| 01/06/2016 | Credit interest | | 45.62 | | 43,946.37 DR |
| 07/06/2016 | Direct Credit 395276 SuperChoice P/L PC06C002-4419898 | | 915.44 | | 44,861.81 DR |
| 15/06/2016 | Direct debit 00142 AIA Aus SMSF 501214147-150616 | | | 68.28 | 44,793.53 DR |
| 23/06/2016 | Direct debit 106209 Rancho Relaco SU Loan Repayment | | | 1,108.00 | 43,685.53 DR |
| 24/06/2016 | Direct Credit 395276 SuperChoice P/L PC06C010-4450758 | | 2,025.62 | | 45,711.15 DR |
| 24/06/2016 | Direct Credit 395276 SuperChoice | | 1,204.48 | | 46,915.63 DR |

Rancho Relaxo Superfund General Ledger

As at 30 June 2016

| Transaction Date | Description | Units | Debit | Credit | Balance \$ |
|--|---|-------|-------------------|-------------------|---------------------|
| | P/L PC06C010-4450272 | | | | |
| 27/06/2016 | Transfer to CBA A/c NetBank RR Invest TRN [Transfer from net bank] | | 20,000.00 | | 66,915.63 DR |
| 30/06/2016 | Transfer from Net bank Loan1 Repayment | | 2,771.70 | | 69,687.33 DR |
| 30/06/2016 | Transfer from Net bank Loan2 Repayment Repayment of loan as per Scott | | 4,042.06 | | 73,729.39 DR |
| | | | 285,154.84 | 211,425.45 | 73,729.39 DR |
| Other Assets (65500) | | | | | |
| <u>Other Assets (65500)</u> | | | | | |
| 01/07/2015 | Opening Balance | | | | 2,000.00 DR |
| 30/06/2016 | Take up \$2,000 paid as deposit for purchase of 1/37 Flinders Pde | | | 2,000.00 | 0.00 DR |
| | | | | 2,000.00 | 0.00 DR |
| Borrowing Cost (66000) | | | | | |
| <u>Borrowing Cost (66000)</u> | | | | | |
| 22/01/2016 | Take up borrowing cost - St George loan | | 4,289.00 | | 4,289.00 DR |
| 30/06/2016 | Borrowing cost amortisation | | | 378.37 | 3,910.63 DR |
| | | | 4,289.00 | 378.37 | 3,910.63 DR |
| Sundry Debtors (68000) | | | | | |
| <u>Sundry Debtors (68000)</u> | | | | | |
| 08/07/2015 | Transfer to other bank Legal Flinders Pde | | 3,710.00 | | 3,710.00 DR |
| 11/08/2015 | Transfer to other bank Legal Flinders Pde - Legal fees | | 2,370.50 | | 6,080.50 DR |
| 03/12/2015 | Transfer to other bank net bank Legals | | 1,430.00 | | 7,510.50 DR |
| 08/01/2016 | Wdl Branch The Gap - Fund transfer to Solicitor Trust account for property settlement | | 152,000.00 | | 159,510.50 DR |
| 22/01/2016 | Take up purchase of 1/37 Flinders Pde. Deposit has been taken up separately without GST | | | 122,014.62 | 37,495.88 DR |
| 22/01/2016 | Take up expenses in Solicitors trust account statement | | | 11,920.81 | 25,575.07 DR |
| 15/04/2016 | Chq Dep Branch North Lakes | | | 16,338.57 | 9,236.50 DR |
| 30/06/2016 | Take up stamp duty on purchase of 1/37 Flinders Pde | | | 9,236.50 | 0.00 DR |
| | | | 159,510.50 | 159,510.50 | 0.00 DR |
| Loans to Associated Entities (In house loans) (74200) | | | | | |
| <u>Loan #1 - Urbanman Designs Pty Ltd (LTUM)</u> | | | | | |
| 01/07/2015 | Opening Balance | | | | 12,000.00 DR |
| 30/06/2016 | Transfer from Net bank Loan2 Repayment Repayment of loan as per Scott | | | 4,042.06 | 7,957.94 DR |
| 30/06/2016 | Transfer from Net bank Loan1 Repayment | | | 2,771.70 | 5,186.24 DR |
| 30/06/2016 | Interest as per Loan Agreement #1 & #2 | | 600.00 | | 5,786.24 DR |
| | | | 0.00 | 600.00 | 5,786.24 DR |
| <u>Loan #2 - Urbanman Designs Pty Ltd (LTUM2)</u> | | | | | |
| 08/07/2015 | Transfer to CBA A/c CommBank app Loan2 Loan to Urbanman Designs Pty Ltd | | 17,500.00 | | 17,500.00 DR |

Rancho Relaxo Superfund

General Ledger

As at 30 June 2016

| Transaction Date | Description | Units | Debit | Credit | Balance \$ |
|--|---|-------------|-------------------|-----------------|----------------------|
| 30/06/2016 | Interest as per Loan Agreement #1 & #2 | | 875.00 | | 18,375.00 DR |
| | | 0.00 | 18,375.00 | | 18,375.00 DR |
| Real Estate Properties (Australian - Non Residential) (77250) | | | | | |
| <u>37 Flinders Parade, North Lakes QLD, Australia (37fli)</u> | | | | | |
| 22/01/2016 | Take up purchase of 1/37 Flinders Pde. Deposit has been taken up separately without GST | 1.00 | 280,777.00 | | 280,777.00 DR |
| 22/01/2016 | Take up expenses in Solicitors trust account statement | 0.00 | 1,300.00 | | 282,077.00 DR |
| 22/01/2016 | Take up expenses in Solicitors trust account statement | 0.00 | 1,183.30 | | 283,260.30 DR |
| 22/01/2016 | Take up expenses in Solicitors trust account statement | 0.00 | 7,489.38 | | 290,749.68 DR |
| 30/06/2016 | Take up stamp duty on purchase of 1/37 Flinders Pde | 0.00 | 9,236.50 | | 299,986.18 DR |
| | | 1.00 | 299,986.18 | | 299,986.18 DR |
| Amounts owing to other persons (80500) | | | | | |
| <u>Rental Deposit - Toneone Pty Ltd (00005)</u> | | | | | |
| 30/06/2016 | Take up rental income & expenses as per rental statement | | | 6,875.00 | 6,875.00 CR |
| | | | | 6,875.00 | 6,875.00 CR |
| GST Payable/Refundable (84000) | | | | | |
| <u>GST Payable/Refundable (84000)</u> | | | | | |
| 26/11/2015 | Transfer to other bank Net bank Flinders Marketing | | 88.64 | | 88.64 DR |
| 22/01/2016 | Take up purchase of 1/37 Flinders Pde. Deposit has been taken up separately without GST | | 28,480.82 | | 28,569.46 DR |
| 22/01/2016 | Take up expenses in Solicitors trust account statement | | 957.95 | | 29,527.41 DR |
| 12/05/2016 | DEFT PAYMENTS NetBank BPAY 96503 24327040210000000012 Body Corp Fees | | 106.25 | | 29,633.66 DR |
| 12/05/2016 | DEFT PAYMENTS NetBank BPAY 96503 24327040210000000012 Body Corp Fees | | 106.25 | | 29,739.91 DR |
| 16/05/2016 | Direct Debit 181547 ALLIANZ INSURE 109104420014816137 | | 3.13 | | 29,743.04 DR |
| 13/06/2016 | Direct Debit 181547 ALLIANZ INSURE 109104420017916165 | | 3.13 | | 29,746.17 DR |
| 30/06/2016 | Take up rental income & expenses as per rental statement | | | 516.64 | 29,229.53 DR |
| | | | 29,746.17 | 516.64 | 29,229.53 DR |
| Income Tax Payable/Refundable (85000) | | | | | |
| <u>Income Tax Payable/Refundable (85000)</u> | | | | | |
| 01/07/2015 | Opening Balance | | | | 522.45 CR |
| 30/06/2016 | Create Entries - Income Tax Expense - 30/06/2016 | | | 2,898.90 | 3,421.35 CR |
| | | | | 2,898.90 | 3,421.35 CR |
| Limited Recourse Borrowing Arrangements (85500) | | | | | |
| <u>1/37 Flinders Parade, North Lakes QLD, Australia (1/37f)</u> | | | | | |
| 22/01/2016 | Take up borrowing cost - St George loan | | | 4,289.00 | 4,289.00 CR |
| 22/01/2016 | Take up purchase of 1/37 Flinders Pde. Deposit has been taken up separately without GST | | | 163,711.00 | 168,000.00 CR |

Rancho Relaxo Superfund General Ledger

As at 30 June 2016

| Transaction Date | Description | Units | Debit | Credit | Balance \$ |
|------------------|--|-------|-----------------|-------------------|----------------------|
| 23/02/2016 | Direct debit 106209 Rancho Relaco SU Loan Repayment | | 1,108.00 | | 166,892.00 CR |
| 23/03/2016 | Direct debit 106209 Rancho Relaco SU Loan Repayment | | 1,108.00 | | 165,784.00 CR |
| 26/04/2016 | Direct debit 106209 Rancho Relaco SU Loan Repayment | | 1,108.00 | | 164,676.00 CR |
| 23/05/2016 | Direct debit 106209 Rancho Relaco SU Loan Repayment | | 1,108.00 | | 163,568.00 CR |
| 23/06/2016 | Direct debit 106209 Rancho Relaco SU Loan Repayment | | 1,108.00 | | 162,460.00 CR |
| 30/06/2016 | Take up transactions in St. George loan statements 2015/16 | | | 4,632.63 | 167,092.63 CR |
| | | | 5,540.00 | 172,632.63 | 167,092.63 CR |

Sundry Creditors (88000)

Sundry Creditors (88000)

| | | | | | |
|------------|--|--|------------------|------------------|----------------|
| 02/06/2016 | Direct Credit 266972 TONEONE PTY LTD TRANSFER FLINDERS | | | 9,976.55 | 9,976.55 CR |
| 30/06/2016 | Direct Credit 266972 TONEONE PTY LTD TRANSFER FLINDERS | | | 2,581.50 | 12,558.05 CR |
| 30/06/2016 | Take up rental income & expenses as per rental statement | | 12,558.05 | | 0.00 DR |
| | | | 12,558.05 | 12,558.05 | 0.00 DR |

Manual Suspense Account (99900)

Manual Suspense Account (99900)

| | | | | | |
|------------|---|--|------------------|------------------|----------------|
| 14/08/2015 | Deposit - 1/37 Flinders Pde | | 26,077.00 | | 26,077.00 DR |
| 22/01/2016 | Take up purchase of 1/37 Flinders Pde. Deposit has been taken up separately without GST | | | 28,077.00 | 2,000.00 CR |
| 30/06/2016 | Take up \$2,000 paid as deposit for purchase of 1/37 Flinders Pde | | 2,000.00 | | 0.00 DR |
| | | | 28,077.00 | 28,077.00 | 0.00 DR |

Total Debits: 1,176,608.15

Total Credits: 1,176,608.15

Rancho Relaxo Superfund

Create Entries Report

For the period 01 July 2015 to 30 June 2016

Create Entries Financial Year Summary 01 July 2015 - 30 June 2016

| Total Profit | Amount |
|---------------------|------------------|
| Income | 39,795.99 |
| Less Expense | 21,461.15 |
| Total Profit | 18,334.84 |

| Tax Summary | Amount |
|---|------------------|
| Fund Tax Rate | 15.00 % |
| Total Profit | 18,334.84 |
| Less Permanent Differences | 0.00 |
| Less Timing Differences | 0.00 |
| Less Exempt Pension Income | 0.00 |
| Less Other Non Taxable Income | 0.00 |
| Less LIC Deductions | 0.00 |
| Add SMSF Non Deductible Expenses | 0.00 |
| Add Other Non Deductible Expenses | 0.00 |
| Add Total Franking/Foreign/TFN/FRW Credits | 0.00 |
| Less Realised Accounting Capital Gains | 0.00 |
| Less Tax Adjustment - Other Expenses (L1) | (990.00) |
| Less Tax Losses Deducted | 0.00 |
| Add SMSF Annual Return Rounding | 1.16 |
| Taxable Income | 19,326.00 |
| Income Tax on Taxable Income or Loss | 2,898.90 |

| Profit/(Loss) Available for Allocation | Amount |
|---|-------------------|
| Total Available Profit | (6,918.56) |
| Franking Credits | 0.00 |
| TFN Credits | 0.00 |
| Foreign Credits | 0.00 |
| FRW Credits | 0.00 |
| Total | (6,918.56) |

| Income Tax Expense Available for Allocation | Amount |
|--|-----------------|
| Income Tax on Taxable Income or Loss | 2,898.90 |
| Member Specific Income Tax | (3,788.06) |
| Total Income Tax Expense Allocation | (889.16) |

Final Segment 1 from 01 July 2015 to 30 June 2016

Pool Name Unsegregated Pool

| Total Profit | Amount |
|---------------------|------------------|
| Income | 39,795.99 |
| Less Expense | 21,461.15 |
| Total Profit | 18,334.84 |

| Create Entries Summary | Amount |
|---|------------------|
| Fund Tax Rate | 15.00 % |
| Total Profit | 18,334.84 |
| Less Permanent Differences | 0.00 |
| Less Timing Differences | 0.00 |
| Less Exempt Pension Income | 0.00 |
| Less Other Non Taxable Income | 0.00 |
| Add SMSF Non Deductible Expenses | 0.00 |
| Add Other Non Deductible Expenses | 0.00 |
| Add Total Franking/Foreign/TFN/FRW Credits | 0.00 |
| Less Realised Accounting Capital Gains | 0.00 |
| Less Tax Losses Deducted | 0.00 |
| Add Taxable Income Adjustment | 991.16 |
| Taxable Income | 19,326.00 |
| Income Tax on Taxable Income or Loss | 2,898.90 |

| Member Weighted Balance Summary | Weighting% | Amount |
|---------------------------------|------------|------------|
| Scott Moller(MOLSCO00002A) | 61.48 | 155,318.93 |
| Catrina Moller(MOLCAT00002A) | 38.52 | 97,332.41 |

| Profit/(Loss) Available for Allocation | Amount |
|--|-------------------|
| Total Available Profit | (6,918.56) |
| Franking Credits | 0.00 |
| TFN Credits | 0.00 |
| FRW Credits | 0.00 |
| Total | (6,918.56) |

| Allocation to Members | Weighting% | Amount |
|------------------------------|------------|------------|
| Scott Moller(MOLSCO00002A) | 61.48 | (4,253.53) |
| Catrina Moller(MOLCAT00002A) | 38.52 | (2,665.03) |

| Accumulation Weighted Balance Summary | Weighting% | Amount |
|---------------------------------------|------------|------------|
| Scott Moller(MOLSCO00002A) | 61.48 | 155,318.93 |
| Catrina Moller(MOLCAT00002A) | 38.52 | 97,332.41 |

| Income Tax Expense Available for Allocation | Amount |
|---|-----------------|
| Income Tax on Taxable Income or Loss | 2,898.90 |
| Member Specific Income Tax | (3,788.06) |
| Total Income Tax Expense Allocation | (889.16) |

| Allocation to Members | Weighting% | Amount |
|----------------------------|------------|----------|
| Scott Moller(MOLSCO00002A) | 61.48 | (546.66) |

| Allocation to Members | Weighting% | Amount |
|------------------------------|------------|----------|
| Catrina Moller(MOLCAT00002A) | 38.52 | (342.50) |

Calculation of daily member weighted balances

Scott Moller (MOLSCO00002A)

Member Balance

| | | | | |
|--------------------------------|-------|-------------------------|------------|-------------------|
| 01/07/2015 | 50010 | Opening Balance | 150,334.12 | 150,334.12 |
| 17/08/2015 | 53920 | Life Insurance Premiums | (129.92) | (113.24) |
| 27/08/2015 | 52420 | Contributions | 1,709.11 | 1,442.94 |
| 27/08/2015 | 53800 | Contributions Tax | (256.37) | (216.44) |
| 16/09/2015 | 53920 | Life Insurance Premiums | (64.96) | (51.29) |
| 30/09/2015 | 52420 | Contributions | 1,169.39 | 878.64 |
| 30/09/2015 | 53800 | Contributions Tax | (175.41) | (131.80) |
| 15/10/2015 | 53920 | Life Insurance Premiums | (64.96) | (46.15) |
| 28/10/2015 | 52420 | Contributions | 1,454.39 | 981.51 |
| 28/10/2015 | 53800 | Contributions Tax | (218.16) | (147.23) |
| 16/11/2015 | 53920 | Life Insurance Premiums | (64.96) | (40.47) |
| 26/11/2015 | 52420 | Contributions | 1,169.39 | 696.52 |
| 26/11/2015 | 53800 | Contributions Tax | (175.41) | (104.48) |
| 15/12/2015 | 53920 | Life Insurance Premiums | (64.96) | (35.32) |
| 29/12/2015 | 52420 | Contributions | 1,169.39 | 591.09 |
| 29/12/2015 | 53800 | Contributions Tax | (175.41) | (88.66) |
| 15/01/2016 | 53920 | Life Insurance Premiums | (64.96) | (29.82) |
| 29/01/2016 | 52420 | Contributions | 1,454.39 | 611.96 |
| 29/01/2016 | 53800 | Contributions Tax | (218.16) | (91.79) |
| 15/02/2016 | 53920 | Life Insurance Premiums | (64.96) | (24.32) |
| 15/03/2016 | 52420 | Contributions | 1,368.51 | 403.82 |
| 15/03/2016 | 53800 | Contributions Tax | (205.28) | (60.57) |
| 15/03/2016 | 53920 | Life Insurance Premiums | (64.96) | (19.17) |
| 24/03/2016 | 52420 | Contributions | 1,169.39 | 316.31 |
| 24/03/2016 | 53800 | Contributions Tax | (175.41) | (47.45) |
| 15/04/2016 | 53920 | Life Insurance Premiums | (64.96) | (13.67) |
| 27/04/2016 | 52420 | Contributions | 1,204.48 | 213.91 |
| 27/04/2016 | 53800 | Contributions Tax | (180.67) | (32.09) |
| 16/05/2016 | 53920 | Life Insurance Premiums | (64.96) | (8.16) |
| 26/05/2016 | 52420 | Contributions | 1,204.48 | 118.47 |
| 26/05/2016 | 53800 | Contributions Tax | (180.67) | (17.77) |
| 15/06/2016 | 53920 | Life Insurance Premiums | (68.28) | (2.98) |
| 24/06/2016 | 52420 | Contributions | 1,204.48 | 23.04 |
| 24/06/2016 | 52420 | Contributions | 2,025.62 | 38.74 |
| 24/06/2016 | 53800 | Contributions Tax | (180.67) | (3.46) |
| 24/06/2016 | 53800 | Contributions Tax | (303.84) | (5.81) |
| Total Amount (Weighted) | | | | 155,318.93 |

Calculation of daily member weighted balances

Catrina Moller (MOLCAT00002A)

Member Balance

| | | | | |
|--------------------------------|-------|-------------------|-----------|------------------|
| 01/07/2015 | 50010 | Opening Balance | 93,565.04 | 93,565.04 |
| 10/08/2015 | 52420 | Contributions | 640.74 | 570.71 |
| 10/08/2015 | 53800 | Contributions Tax | (96.11) | (85.61) |
| 15/09/2015 | 52420 | Contributions | 961.11 | 761.54 |
| 15/09/2015 | 53800 | Contributions Tax | (144.17) | (114.23) |
| 16/10/2015 | 52420 | Contributions | 654.08 | 462.86 |
| 16/10/2015 | 53800 | Contributions Tax | (98.11) | (69.43) |
| 10/11/2015 | 52420 | Contributions | 163.52 | 104.55 |
| 10/11/2015 | 52420 | Contributions | 679.61 | 434.50 |
| 10/11/2015 | 53800 | Contributions Tax | (24.53) | (15.68) |
| 10/11/2015 | 53800 | Contributions Tax | (101.94) | (65.17) |
| 08/12/2015 | 52420 | Contributions | 906.15 | 510.02 |
| 08/12/2015 | 53800 | Contributions Tax | (135.92) | (76.50) |
| 29/12/2015 | 52420 | Contributions | 906.15 | 458.03 |
| 29/12/2015 | 53800 | Contributions Tax | (135.92) | (68.70) |
| 08/02/2016 | 52420 | Contributions | 906.15 | 356.52 |
| 08/02/2016 | 53800 | Contributions Tax | (135.92) | (53.48) |
| 25/02/2016 | 52420 | Contributions | 1,169.39 | 405.77 |
| 25/02/2016 | 53800 | Contributions Tax | (175.41) | (60.87) |
| 20/04/2016 | 52420 | Contributions | 915.44 | 180.09 |
| 20/04/2016 | 53800 | Contributions Tax | (137.32) | (27.01) |
| 11/05/2016 | 52420 | Contributions | 915.44 | 127.56 |
| 11/05/2016 | 53800 | Contributions Tax | (137.32) | (19.13) |
| 07/06/2016 | 52420 | Contributions | 915.44 | 60.03 |
| 07/06/2016 | 53800 | Contributions Tax | (137.32) | (9.00) |
| Total Amount (Weighted) | | | | 97,332.41 |

Calculation of Net Capital Gains

| | |
|---|-------------|
| Capital gains from Unsegregated Pool | 0.00 |
| Capital gains from Unsegregated Pool - Collectables | 0.00 |
| Capital Gain Adjustment from prior segments | 0.00 |
| Realised Notional gains | 0.00 |
| Carried forward losses from prior years | 0.00 |
| Current year capital losses from Unsegregated Pool | 0.00 |
| Current year capital losses from Unsegregated Pool - Collectables | 0.00 |
| Total CGT Discount Applied | 0.00 |
| Capital Gain /(Losses carried forward) | 0.00 |
| CGT allocated in prior segments | 0.00 |
| Allocations of Net Capital Gains to Pools | |
| Capital Gain Proportion - Unsegregated Pool (0/0)=100.00% | 0.00 |

Foreign Tax Offset Calculations

Segment 01 July 2015 to 30 June 2016

Claimable FTO - Unsegregated Pool 0.00

Claimable FTO 0.00

Total Claimable Foreign Credits for the Year 0.00

Foreign Tax Offset (Label C1) 0.00

Applied/Claimed FTO 0.00

Allocations of Foreign Tax Offset to Members

Scott Moller(MOLSCO00002A) - 100.00 % 0.00

Catrina Moller(MOLCAT00002A) - 0.00 % 0.00

Total Foreign Tax Offset Allocated to Members 0.00



Australian Government
Australian Taxation Office

Agent HERRON ACCOUNTANTS
Client THE TRUSTEE FOR RANCHO
 RELAXO SUPERFUND
ABN 47 816 961 803
TFN 439 407 877

Activity statement 004

| | |
|-----------------------|------------|
| Date generated | 11/06/2020 |
| Overdue | \$0.00 |
| Not yet due | \$0.00 |
| Balance | \$0.00 |

Transactions

1 results found - from **01 January 2015** to **11 June 2020** sorted by **processed date** ordered **newest to oldest**

| Processed date | Effective date | Description | Debit (DR) | Credit (CR) | Balance |
|-----------------------|-----------------------|---|-------------------|--------------------|----------------|
| 29 Jul 2015 | 29 Feb 2016 | Original Activity Statement for the period ending 30 Jun 15 | | \$0.00 | \$0.00 |



Australian Government
Australian Taxation Office

Agent HERRON ACCOUNTANTS
Client THE TRUSTEE FOR RANCHO
RELAXO SUPERFUND
ABN 47 816 961 803
TFN 439 407 877

Income tax 002

| | |
|-----------------------|------------|
| Date generated | 11/06/2020 |
| Overdue | \$0.00 |
| Not yet due | \$0.00 |
| Balance | \$0.00 |

Transactions

0 results found - from **01 January 2015** to **11 June 2020** sorted by **processed date** ordered **newest to oldest**



Loan Agreement

RANCHO RELAXO SMSF PTY LTD
(ACN 605 532 661)

ATF

RANCHO RELAXO SUPERFUND
Lender

URBAN MAN DESIGNS PTY LTD
(ACN 605 834 955)
Borrower

THIS LOAN AGREEMENT is made the date set out in Item 1 of the Schedule

BETWEEN The person referred to in Item 2 of the Schedule as the Lender (Lender)

AND The person referred to in Item 3 of the Schedule as the Borrower (Borrower)

INTRODUCTION

- A. The Lender is the trustee of the self managed superannuation fund specified at Item 2 of the Schedule (**Fund**).
- B. The Borrower is a Related Party of the Fund.
- C. The Lender has agreed, at the request of the Borrower, to provide the Loan to the Borrower.
- D. The Lender and the Borrower have agreed to enter into this Agreement to set out the terms and conditions of the Loan.

OPERATIVE PARTS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context clearly indicates otherwise:

- (a) **Address for Service** means:
 - (i) in respect of the Borrower, the address specified in Item 3 of the Schedule;
 - (ii) in respect of the Lender, the address specified in Item 2 of the Schedule;or such other address as a party may from time to time specify in writing to the other party as its address for service;
- (b) **Agreement** means this agreement, including the introduction and the Schedule;
- (c) **Business Day** means a day other than a Saturday, Sunday or public holiday in the Jurisdiction;
- (d) **Commencement Date** means the date shown in Item 5 of the Schedule or any other date which is agreed in writing by the parties;
- (e) **Event of Default** means an event specified in clause 7.1;
- (f) **Insolvency Event** means:
 - (i) in respect of a Borrower who is a natural person, if the Borrower commits an act of bankruptcy as defined in section 40 of the *Bankruptcy Act 1966 (Cth)*;
 - (ii) in respect of a Borrower which is a company:
 - A. if a receiver, receiver and manager, administrator, provisional liquidator or liquidator is appointed to the Borrower, or in respect of any property of the Borrower; or

- B. if a resolution is passed or proceedings are commenced to wind up the Borrower;

and in either case if, without the prior written consent of the Lender, any arrangement or composition is made with the creditors of the Borrower;

- (g) **Interest Intervals and Times** means the intervals and times, if any, specified in Item 8 of the Schedule;
- (h) **Interest Rate** means the rate of interest specified in Item 7 of the Schedule;
- (i) **Jurisdiction** means the State or Territory specified in Item 11 of the Schedule;
- (j) **Loan** means the Principal Sum and any further amounts advanced by the Lender to the Borrower in accordance with clause 2(b);
- (k) **Principal Sum** means the sum set out in Item 4 of the Schedule;
- (l) **Related Party** means a related party as defined the *Superannuation Industry (Supervision) Act 1993 (Cth)*;
- (m) **Repayment Intervals and Times** means the intervals and times, if any, specified in Item 9 of the Schedule;
- (n) **Schedule** means the schedule to this Agreement;
- (o) **Security** means the security, if any, set out in Item 12 of the Schedule and any security given in addition to or in substitution for any such security; and
- (p) **Term** means the term as set out in Item 6 of the Schedule.

1.2 Interpretation

In this Agreement, unless the context clearly indicates otherwise:

- (a) a reference to the Agreement or another document includes the Agreement or the document as varied from time to time;
- (b) clause headings are included for convenience only and do not form part of the Agreement;
- (c) a reference to a person includes:
- (i) a natural person, company, partnership, other organisation or legal entity; and
 - (ii) the legal personal representatives, successors and permitted assigns of that person;
- (d) words indicating one gender include the other genders;
- (e) the singular includes the plural and vice versa;
- (f) monetary amounts are expressed in Australian dollars;
- (g) a reference to a statute includes the statute and any regulations made under it as varied, consolidated, replaced or re-enacted from time to time;
- (h) references to clauses are references to clauses in this Agreement; and

- (i) if an act is required to be done before or on a day which is not a Business Day, then that act must be done before or on the next Business Day.

2. LOAN

- (a) The Lender has advanced or will advance the Principal Sum to the Borrower on the Commencement Date on the terms and conditions of this Agreement.
- (b) The Lender may in its sole discretion and upon request by the Borrower make further advances of any amount to the Borrower on the terms and conditions of this Agreement.

3. INTEREST

- (a) The Borrower must pay to the Lender interest on the Loan at the Interest Rate and in accordance with the Interest Intervals and Times.
- (b) Interest will accrue daily and will be calculated on the daily balance of the Loan on the actual number of days elapsed on the basis of a 365 day year.
- (c) The Lender may capitalise any interest which is not paid when due for payment.

4. REPAYMENT

- (a) The Borrower must repay the Loan to the Lender in accordance with the Repayment Intervals and Times.
- (b) If early repayments are permitted in Item 10 of the Schedule, the Borrower may repay all or any part of the outstanding balance of the Loan at any time prior to the Repayment Intervals and Times.
- (c) On the last day of the Term, the Borrower must also pay to the Lender any interest accrued on the Loan and not then paid, and all other amounts payable under this Agreement that remain unpaid.
- (d) The Lender must apply any payment received from the Borrower under this Agreement or by enforcement of any Security, if applicable, unless the Lender determines otherwise in writing, in the following order:
 - (i) first, towards reimbursement of all fees, costs, expenses, charges, damages and indemnity payments incurred or due and owing by the Borrower under this Agreement or any Security, if applicable;
 - (ii) second, towards payment of any interest accrued on the Loan; and
 - (iii) third, towards repayment of the outstanding balance of the Loan;

and the surplus remaining after the application of money set out in this clause 4(d), if any, will not carry interest and will be paid to the Borrower.

5. PAYMENTS

All payments to be made under this Agreement by the Borrower to the Lender must be:

- (a) made in Australian dollars in immediately available funds no later than 4:00 pm on the due date for the payment;

- (b) paid to the Lender at its address specified at Item 2 of the Schedule or at such other place as the Lender may from time to time direct in writing;
- (c) made without set-off or counterclaim; and
- (d) made free and clear of any taxes, deductions or withholdings of any kind.

6. SECURITY

- (a) The Borrower must grant to the Lender (or procure the granting of as the case may be) the Security, if applicable, on the Commencement Date to secure the Borrower's obligations under this Agreement.
- (b) The Security, if applicable, must be in a form approved by the Lender.
- (c) If the Lender exercises the option under clause 7.2, the Security, if applicable, will become immediately enforceable.
- (d) The Lender may in its sole discretion and upon request by the Borrower release the Security, if applicable, or any part of it in substitution for other security granted for the purpose of securing performance of the Borrower's obligations under this Agreement.
- (e) The Lender must release the Security, if applicable, as soon as practicable after the Borrower repays the Loan in full, including all interest due and any other amounts payable by the Borrower under this Agreement.

7. DEFAULT

7.1 Events of Default

Each of the following is an Event of Default:

- (a) if the Borrower fails to make any payments required under this Agreement by the due date for payment of that money;
- (b) if the Borrower fails to comply with any of its obligations under this Agreement (other than a failure of the type contemplated by clause 7.1(a)) and:
 - (i) that default is incapable of remedy; or
 - (ii) if that default is capable of remedy, it is not remedied within ten (10) Business Days after notice from the Lender requiring the Borrower to remedy it;
- (c) if a representation, warranty or statement made or deemed to be made by the Borrower in this Agreement is proved to be untrue or misleading;
- (d) if, in the Lender's opinion, there is a material adverse change in the Borrower's financial condition or ability to perform its obligations under this Agreement;
- (e) if an Insolvency Event occurs in relation to the Borrower; or
- (f) if the Security, if applicable, becomes unenforceable or ceases to be fully binding for any reason other than discharge or release in accordance with its terms.

7.2 Consequences of an Event of Default

Notwithstanding anything else contained in this Agreement, if an Event of Default occurs, the outstanding balance of the Loan together with any interest accrued on the Loan that remains unpaid, and all other amounts payable under this Agreement that remain unpaid will, at the

option of the Lender and despite any delay or previous waiver of the right to exercise that option, immediately become due and payable.

8. REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender that:

- (a) it has full legal capacity and power to enter into this Agreement, and to carry out its obligations under this Agreement;
- (b) this Agreement constitutes its legal, valid and binding obligations, which are enforceable against it in accordance with the terms of this Agreement;
- (c) all authorisations which are necessary or desirable for it to enter into this Agreement and comply with its obligations have been obtained and are in full force and effect;
- (d) its entry into and performance of its obligations under this Agreement do not contravene any law or directive from a government body, its constituent documents, any agreement or instrument to which it is a party or any of its obligations to any other person;
- (e) all information provided to the Lender in connection with this Agreement is true and is not, by omission or otherwise, misleading;
- (f) no Event of Default or event which with the giving of notice, lapse of time or fulfilment of any condition, would become an Event of Default has occurred and, having occurred, is continuing to subsist;
- (g) it is duly incorporated in accordance with the laws of its place of incorporation and is validly existing under those laws; and
- (h) it enters into this Agreement on its own behalf and not as trustee of any trust.

9. UNDERTAKINGS

For as long as the Loan remains outstanding under this Agreement to the Lender, the Borrower undertakes to:

- (a) comply with the requirements of all applicable laws, rules, regulations, orders and decrees of any person, non-compliance with which would, or might, in the Lender's opinion, have a material adverse effect on the Borrower's ability to comply with its obligations under this Agreement;
- (b) notify the Lender promptly of the occurrence of an Event of Default or any event which with the giving of notice, lapse of time or fulfilment of any condition, would become an Event of Default, of which the Borrower becomes aware, and the steps taken to remedy it; and
- (c) notify the Lender promptly of any event or change in the Borrower's circumstances, the effect of which either would or might render any representation or warranty made in this Agreement untrue or incorrect in any way.

10. COSTS AND EXPENSES

The Borrower must, on demand by the Lender, pay to and indemnify the Lender against all costs, losses, charges, expenses, liabilities, damages, fees and disbursements (including all reasonable legal costs on a solicitor and own client basis) paid or incurred by the Lender or incidental to:

- (a) the negotiation, preparation, execution and (if applicable), stamping and registration of

this Agreement and the Security, if any, and of all other deeds, agreements, licences, documents and other instruments to be negotiated, prepared, executed and (if applicable), stamped and registered under or for the purposes of this Agreement or the Security, if any;

- (b) any breach of, or default under, this Agreement or the Security, if applicable, by the Borrower or any guarantor of the Security, if applicable, (including the fees of all professional consultants properly incurred by the Lender in consequence of or in connection with, any such breach or default);
- (c) the exercise or attempted exercise of any right, power, privilege, authority or remedy of the Lender under or by virtue of this Agreement or the Security, if applicable; and
- (d) all taxes (excluding any income tax payable by the Lender), outgoings, penalties, fines, demands, charges or costs, stamp and other duties and assessments imposed by any court or by any federal, state or municipal, statutory or other authority or otherwise (including any related bank charges, financial institutions duties and debits taxes) directly or indirectly upon this Agreement or the Security, if applicable, or any receipt or payment under this Agreement or the Security, if applicable.

11. NOTICES

A notice or other communication to be given under this Agreement:

- (a) must be in writing and delivered in person or sent by post, facsimile or email to the recipient at its Address for Service; and
- (b) will be treated as having been received:
 - (i) if delivered in person, on the date of delivery;
 - (ii) if sent by post to an address within Australia, two Business Days after the date of posting;
 - (iii) if sent by post to an address outside Australia, ten Business Days after the date of posting;
 - (iv) if sent by facsimile, on the date that the sender's facsimile machine records that the facsimile has been successfully transmitted to the recipient's facsimile number; and
 - (v) if sent by email to the email address notified by the receiving party as their Address for Service, when the email (including any attachment) is sent to the receiving party at that email address, unless the sending party receives a notification of delivery failure within 24 hours of the email being sent.

12. FURTHER ASSURANCES

Each party must promptly execute all documents and do everything as may be necessary, desirable or reasonably required in order to give full effect to the provisions of this Agreement.

13. TIME OF ESSENCE

Time is of the essence in respect of the Borrower's obligations under this Agreement.

14. WAIVER

A right created by this Agreement cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

15. SEVERANCE

If any provision of this Agreement is illegal, invalid, unenforceable, void or voidable:

- (a) it will be read down to the extent necessary to ensure that it is legal, valid and enforceable; or
- (b) if it cannot be so read down, the offending words, if possible, or the provision will be severed from this Agreement,

without affecting the legality, validity and enforceability of the remaining part of that provision or the other provisions of this Agreement, which will continue in full force and effect.

16. NON-MERGER

None of the provisions of, nor anything done under, this Agreement will merge any of the representations, warranties, undertakings or agreements of the parties under it, which will continue in full force and effect.

17. JOINT AND SEVERAL

Where a party comprises two or more persons, the respective covenants and obligations to be performed and observed by those persons pursuant to this Agreement and any rights arising on those persons shall be deemed to bind and benefit all of them jointly and each of them severally.

18. COUNTERPARTS

This Agreement may be executed in any number of counterparts all of which, when taken together, will constitute one and the same instrument.

19. ASSIGNMENT

- (a) The Lender may assign or otherwise deal with this Agreement or any of its rights under this Agreement without the consent of the Borrower.
- (b) The Borrower must not assign or otherwise deal with this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the Lender.

20. VARIATION

This Agreement may only be varied in writing signed by all the parties.

21. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement between or representation given or made by any or all of the parties, whether orally or in writing, in respect of the matters dealt with in this Agreement.

22. GOVERNING LAW

This Agreement is governed by and is to be construed in accordance with the laws from time to time in force in the Jurisdiction and the parties submit to the jurisdiction of the courts of the Jurisdiction and any courts competent to hear appeals from them.

EXECUTED AS AN AGREEMENT:

**EXECUTED BY RANCHO RELAXO SMSF)
PTY LTD (ACN 605 532 661) ATF RANCHO)
RELAXO SUPERFUND as Lender in)
accordance with the Corporations Act 2001:**

elMoller.
Director

CATRINA MOLLER
Full name

Director / Secretary

Full name

**EXECUTED BY URBAN MAN DESIGNS)
PTY LTD (ACN 605 834 955) as Borrower:)
)**

Smoller
Director

Scott John Moller
Full name

Director / Secretary

Full name

SCHEDULE

1. **DATE OF THIS AGREEMENT:**
2. **LENDER:** Rancho Relaxo SMSF Pty Ltd (ACN 605 532 661) ATF Rancho Relaxo Superfund of 10 Price Street North Lakes QLD 4509
Email Address: scott@moller.id.au
3. **BORROWER:** Urban Man Designs Pty Ltd (ACN 605 834 955) of 10 Price Street North Lakes QLD 4509
Email Address: scott@moller.id.au
4. **PRINCIPAL SUM:** \$12,000.00
5. **COMMENCEMENT DATE:** 22/06/2015
6. **TERM:** Commencing on the Commencement Date and ending on the earlier of:
 - the expiry of 5 years from the Commencement Date; or
 - the expiry of 30 days from the date of service of written notice of demand upon the Borrower by the Lender for repayment of the outstanding balance of the Loan;or as otherwise agreed between the parties in writing
7. **INTEREST RATE:** 5% per annum
8. **INTEREST INTERVALS AND TIMES:** Annually in arrears from the Commencement Date or as otherwise agreed between the parties in writing
9. **REPAYMENT INTERVALS AND TIMES:** In equal annual instalments commencing on the expiry of the first anniversary of the Commencement Date with the balance of the Loan payable on the last day of the Term
10. **EARLY REPAYMENTS:** The Borrower is permitted to make early repayments
11. **JURISDICTION:** Queensland
12. **SECURITY:** Personal guarantee provided by Scott Moller limited to a sum of \$14,000

Loans #1 to Urban Man Design Pty Ltd

| | <u>Principle</u> | <u>Interest</u> | <u>Repayment</u> | <u>Balance</u> |
|------------|-------------------------|------------------------|-------------------------|-----------------------|
| 22/06/2015 | 12,000.00 | - | 0.00 | 12,000.00 |
| 30/06/2016 | 12,000.00 | 600.00 | (2,771.70) | 9,828.30 |
| 30/06/2017 | 9,828.30 | 491.42 | (2,771.70) | 7,548.02 |
| 30/06/2018 | 7,548.02 | 377.40 | (2,771.70) | 5,153.72 |
| 30/06/2019 | 5,153.72 | 257.69 | (2,771.70) | 2,639.70 |
| 30/06/2020 | 2,639.70 | 131.99 | | |



Loan Agreement

RANCHO RELAXO SMSF PTY LTD
(ACN 605 532 661)

ATF

RANCHO RELAXO SUPERFUND
Lender

URBAN MAN DESIGNS PTY LTD
(ACN 605 834 955)

Borrower

THIS LOAN AGREEMENT is made the date set out in Item 1 of the Schedule

BETWEEN The person referred to in Item 2 of the Schedule as the Lender (Lender)

AND The person referred to in Item 3 of the Schedule as the Borrower (Borrower)

INTRODUCTION

- A. The Lender is the trustee of the self managed superannuation fund specified at Item 2 of the Schedule (**Fund**).
- B. The Borrower is a Related Party of the Fund.
- C. The Lender has agreed, at the request of the Borrower, to provide the Loan to the Borrower.
- D. The Lender and the Borrower have agreed to enter into this Agreement to set out the terms and conditions of the Loan.

OPERATIVE PARTS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context clearly indicates otherwise:

- (a) **Address for Service** means:
 - (i) in respect of the Borrower, the address specified in Item 3 of the Schedule;
 - (ii) in respect of the Lender, the address specified in Item 2 of the Schedule;or such other address as a party may from time to time specify in writing to the other party as its address for service;
- (b) **Agreement** means this agreement, including the introduction and the Schedule;
- (c) **Business Day** means a day other than a Saturday, Sunday or public holiday in the Jurisdiction;
- (d) **Commencement Date** means the date shown in Item 5 of the Schedule or any other date which is agreed in writing by the parties;
- (e) **Event of Default** means an event specified in clause 7.1;
- (f) **Insolvency Event** means:
 - (i) in respect of a Borrower who is a natural person, if the Borrower commits an act of bankruptcy as defined in section 40 of the *Bankruptcy Act 1966 (Cth)*;
 - (ii) in respect of a Borrower which is a company:
 - A. if a receiver, receiver and manager, administrator, provisional liquidator or liquidator is appointed to the Borrower, or in respect of any property of the Borrower; or

- B. if a resolution is passed or proceedings are commenced to wind up the Borrower;

and in either case if, without the prior written consent of the Lender, any arrangement or composition is made with the creditors of the Borrower;

- (g) **Interest Intervals and Times** means the intervals and times, if any, specified in Item 8 of the Schedule;
- (h) **Interest Rate** means the rate of interest specified in Item 7 of the Schedule;
- (i) **Jurisdiction** means the State or Territory specified in Item 11 of the Schedule;
- (j) **Loan** means the Principal Sum and any further amounts advanced by the Lender to the Borrower in accordance with clause 2(b);
- (k) **Principal Sum** means the sum set out in Item 4 of the Schedule;
- (l) **Related Party** means a related party as defined the *Superannuation Industry (Supervision) Act 1993 (Cth)*;
- (m) **Repayment Intervals and Times** means the intervals and times, if any, specified in Item 9 of the Schedule;
- (n) **Schedule** means the schedule to this Agreement;
- (o) **Security** means the security, if any, set out in Item 12 of the Schedule and any security given in addition to or in substitution for any such security; and
- (p) **Term** means the term as set out in Item 6 of the Schedule.

1.2 Interpretation

In this Agreement, unless the context clearly indicates otherwise:

- (a) a reference to the Agreement or another document includes the Agreement or the document as varied from time to time;
- (b) clause headings are included for convenience only and do not form part of the Agreement;
- (c) a reference to a person includes:
- (i) a natural person, company, partnership, other organisation or legal entity; and
 - (ii) the legal personal representatives, successors and permitted assigns of that person;
- (d) words indicating one gender include the other genders;
- (e) the singular includes the plural and vice versa;
- (f) monetary amounts are expressed in Australian dollars;
- (g) a reference to a statute includes the statute and any regulations made under it as varied, consolidated, replaced or re-enacted from time to time;
- (h) references to clauses are references to clauses in this Agreement; and

- (i) if an act is required to be done before or on a day which is not a Business Day, then that act must be done before or on the next Business Day.

2. LOAN

- (a) The Lender has advanced or will advance the Principal Sum to the Borrower on the Commencement Date on the terms and conditions of this Agreement.
- (b) The Lender may in its sole discretion and upon request by the Borrower make further advances of any amount to the Borrower on the terms and conditions of this Agreement.

3. INTEREST

- (a) The Borrower must pay to the Lender interest on the Loan at the Interest Rate and in accordance with the Interest Intervals and Times.
- (b) Interest will accrue daily and will be calculated on the daily balance of the Loan on the actual number of days elapsed on the basis of a 365 day year.
- (c) The Lender may capitalise any interest which is not paid when due for payment.

4. REPAYMENT

- (a) The Borrower must repay the Loan to the Lender in accordance with the Repayment Intervals and Times.
- (b) If early repayments are permitted in Item 10 of the Schedule, the Borrower may repay all or any part of the outstanding balance of the Loan at any time prior to the Repayment Intervals and Times.
- (c) On the last day of the Term, the Borrower must also pay to the Lender any interest accrued on the Loan and not then paid, and all other amounts payable under this Agreement that remain unpaid.
- (d) The Lender must apply any payment received from the Borrower under this Agreement or by enforcement of any Security, if applicable, unless the Lender determines otherwise in writing, in the following order:
 - (i) first, towards reimbursement of all fees, costs, expenses, charges, damages and indemnity payments incurred or due and owing by the Borrower under this Agreement or any Security, if applicable;
 - (ii) second, towards payment of any interest accrued on the Loan; and
 - (iii) third, towards repayment of the outstanding balance of the Loan;

and the surplus remaining after the application of money set out in this clause 4(d), if any, will not carry interest and will be paid to the Borrower.

5. PAYMENTS

All payments to be made under this Agreement by the Borrower to the Lender must be:

- (a) made in Australian dollars in immediately available funds no later than 4:00 pm on the due date for the payment;

- (b) paid to the Lender at its address specified at Item 2 of the Schedule or at such other place as the Lender may from time to time direct in writing;
- (c) made without set-off or counterclaim; and
- (d) made free and clear of any taxes, deductions or withholdings of any kind.

6. SECURITY

- (a) The Borrower must grant to the Lender (or procure the granting of as the case may be) the Security, if applicable, on the Commencement Date to secure the Borrower's obligations under this Agreement.
- (b) The Security, if applicable, must be in a form approved by the Lender.
- (c) If the Lender exercises the option under clause 7.2, the Security, if applicable, will become immediately enforceable.
- (d) The Lender may in its sole discretion and upon request by the Borrower release the Security, if applicable, or any part of it in substitution for other security granted for the purpose of securing performance of the Borrower's obligations under this Agreement.
- (e) The Lender must release the Security, if applicable, as soon as practicable after the Borrower repays the Loan in full, including all interest due and any other amounts payable by the Borrower under this Agreement.

7. DEFAULT

7.1 Events of Default

Each of the following is an Event of Default:

- (a) if the Borrower fails to make any payments required under this Agreement by the due date for payment of that money;
- (b) if the Borrower fails to comply with any of its obligations under this Agreement (other than a failure of the type contemplated by clause 7.1(a)) and:
 - (i) that default is incapable of remedy; or
 - (ii) if that default is capable of remedy, it is not remedied within ten (10) Business Days after notice from the Lender requiring the Borrower to remedy it;
- (c) if a representation, warranty or statement made or deemed to be made by the Borrower in this Agreement is proved to be untrue or misleading;
- (d) if, in the Lender's opinion, there is a material adverse change in the Borrower's financial condition or ability to perform its obligations under this Agreement;
- (e) if an Insolvency Event occurs in relation to the Borrower; or
- (f) if the Security, if applicable, becomes unenforceable or ceases to be fully binding for any reason other than discharge or release in accordance with its terms.

7.2 Consequences of an Event of Default

Notwithstanding anything else contained in this Agreement, if an Event of Default occurs, the outstanding balance of the Loan together with any interest accrued on the Loan that remains unpaid, and all other amounts payable under this Agreement that remain unpaid will, at the

option of the Lender and despite any delay or previous waiver of the right to exercise that option, immediately become due and payable.

8. REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender that:

- (a) it has full legal capacity and power to enter into this Agreement, and to carry out its obligations under this Agreement;
- (b) this Agreement constitutes its legal, valid and binding obligations, which are enforceable against it in accordance with the terms of this Agreement;
- (c) all authorisations which are necessary or desirable for it to enter into this Agreement and comply with its obligations have been obtained and are in full force and effect;
- (d) its entry into and performance of its obligations under this Agreement do not contravene any law or directive from a government body, its constituent documents, any agreement or instrument to which it is a party or any of its obligations to any other person;
- (e) all information provided to the Lender in connection with this Agreement is true and is not, by omission or otherwise, misleading;
- (f) no Event of Default or event which with the giving of notice, lapse of time or fulfilment of any condition, would become an Event of Default has occurred and, having occurred, is continuing to subsist;
- (g) it is duly incorporated in accordance with the laws of its place of incorporation and is validly existing under those laws; and
- (h) it enters into this Agreement on its own behalf and not as trustee of any trust.

9. UNDERTAKINGS

For as long as the Loan remains outstanding under this Agreement to the Lender, the Borrower undertakes to:

- (a) comply with the requirements of all applicable laws, rules, regulations, orders and decrees of any person, non-compliance with which would, or might, in the Lender's opinion, have a material adverse effect on the Borrower's ability to comply with its obligations under this Agreement;
- (b) notify the Lender promptly of the occurrence of an Event of Default or any event which with the giving of notice, lapse of time or fulfilment of any condition, would become an Event of Default, of which the Borrower becomes aware, and the steps taken to remedy it; and
- (c) notify the Lender promptly of any event or change in the Borrower's circumstances, the effect of which either would or might render any representation or warranty made in this Agreement untrue or incorrect in any way.

10. COSTS AND EXPENSES

The Borrower must, on demand by the Lender, pay to and indemnify the Lender against all costs, losses, charges, expenses, liabilities, damages, fees and disbursements (including all reasonable legal costs on a solicitor and own client basis) paid or incurred by the Lender or incidental to:

- (a) the negotiation, preparation, execution and (if applicable), stamping and registration of

this Agreement and the Security, if any, and of all other deeds, agreements, licences, documents and other instruments to be negotiated, prepared, executed and (if applicable), stamped and registered under or for the purposes of this Agreement or the Security, if any;

- (b) any breach of, or default under, this Agreement or the Security, if applicable, by the Borrower or any guarantor of the Security, if applicable, (including the fees of all professional consultants properly incurred by the Lender in consequence of or in connection with, any such breach or default);
- (c) the exercise or attempted exercise of any right, power, privilege, authority or remedy of the Lender under or by virtue of this Agreement or the Security, if applicable; and
- (d) all taxes (excluding any income tax payable by the Lender), outgoings, penalties, fines, demands, charges or costs, stamp and other duties and assessments imposed by any court or by any federal, state or municipal, statutory or other authority or otherwise (including any related bank charges, financial institutions duties and debits taxes) directly or indirectly upon this Agreement or the Security, if applicable, or any receipt or payment under this Agreement or the Security, if applicable.

11. NOTICES

A notice or other communication to be given under this Agreement:

- (a) must be in writing and delivered in person or sent by post, facsimile or email to the recipient at its Address for Service; and
- (b) will be treated as having been received:
 - (i) if delivered in person, on the date of delivery;
 - (ii) if sent by post to an address within Australia, two Business Days after the date of posting;
 - (iii) if sent by post to an address outside Australia, ten Business Days after the date of posting;
 - (iv) if sent by facsimile, on the date that the sender's facsimile machine records that the facsimile has been successfully transmitted to the recipient's facsimile number; and
 - (v) if sent by email to the email address notified by the receiving party as their Address for Service, when the email (including any attachment) is sent to the receiving party at that email address, unless the sending party receives a notification of delivery failure within 24 hours of the email being sent.

12. FURTHER ASSURANCES

Each party must promptly execute all documents and do everything as may be necessary, desirable or reasonably required in order to give full effect to the provisions of this Agreement.

13. TIME OF ESSENCE

Time is of the essence in respect of the Borrower's obligations under this Agreement.

14. WAIVER

A right created by this Agreement cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

15. SEVERANCE

If any provision of this Agreement is illegal, invalid, unenforceable, void or voidable:

- (a) it will be read down to the extent necessary to ensure that it is legal, valid and enforceable; or
- (b) if it cannot be so read down, the offending words, if possible, or the provision will be severed from this Agreement,

without affecting the legality, validity and enforceability of the remaining part of that provision or the other provisions of this Agreement, which will continue in full force and effect.

16. NON-MERGER

None of the provisions of, nor anything done under, this Agreement will merge any of the representations, warranties, undertakings or agreements of the parties under it, which will continue in full force and effect.

17. JOINT AND SEVERAL

Where a party comprises two or more persons, the respective covenants and obligations to be performed and observed by those persons pursuant to this Agreement and any rights arising on those persons shall be deemed to bind and benefit all of them jointly and each of them severally.

18. COUNTERPARTS

This Agreement may be executed in any number of counterparts all of which, when taken together, will constitute one and the same instrument.

19. ASSIGNMENT

- (a) The Lender may assign or otherwise deal with this Agreement or any of its rights under this Agreement without the consent of the Borrower.
- (b) The Borrower must not assign or otherwise deal with this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the Lender.

20. VARIATION

This Agreement may only be varied in writing signed by all the parties.

21. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement between or representation given or made by any or all of the parties, whether orally or in writing, in respect of the matters dealt with in this Agreement.

22. GOVERNING LAW

This Agreement is governed by and is to be construed in accordance with the laws from time to time in force in the Jurisdiction and the parties submit to the jurisdiction of the courts of the Jurisdiction and any courts competent to hear appeals from them.

EXECUTED AS AN AGREEMENT:

EXECUTED BY RANCHO RELAXO SMSF)
PTY LTD (ACN 605 532 661) ATF RANCHO)
RELAXO SUPERFUND as Lender in)
accordance with the Corporations Act 2001:

C. Moller
Director

CATRINA MOLLER
Full name

Director / Secretary

Full name

EXECUTED BY URBAN MAN DESIGNS)
PTY LTD (ACN 605 834 955) as Borrower:)
)

S. Moller
Director

Scott John Moller
Full name

Director / Secretary

Full name

SCHEDULE

1. **DATE OF THIS AGREEMENT:**
2. **LENDER:** Rancho Relaxo SMSF Pty Ltd (ACN 605 532 661) ATF Rancho Relaxo Superfund of 10 Price Street North Lakes QLD 4509
Email Address: scott@moller.id.au
3. **BORROWER:** Urban Man Designs Pty Ltd (ACN 605 834 955) of 10 Price Street North Lakes QLD 4509
Email Address: scott@moller.id.au
4. **PRINCIPAL SUM:** \$17,500.00
5. **COMMENCEMENT DATE:** 08/07/2015
6. **TERM:** Commencing on the Commencement Date and ending on the earlier of:
 - the expiry of 5 years from the Commencement Date; or
 - the expiry of 30 days from the date of service of written notice of demand upon the Borrower by the Lender for repayment of the outstanding balance of the Loan;or as otherwise agreed between the parties in writing
7. **INTEREST RATE:** 5% per annum
8. **INTEREST INTERVALS AND TIMES:** Annually in arrears from the Commencement Date or as otherwise agreed between the parties in writing
9. **REPAYMENT INTERVALS AND TIMES:** In equal annual instalments commencing on the expiry of the first anniversary of the Commencement Date with the balance of the Loan payable on the last day of the Term
10. **EARLY REPAYMENTS:** The Borrower is permitted to make early repayments
11. **JURISDICTION:** Queensland
12. **SECURITY:** Personal guarantee provided by Scott Moller limited to a sum of \$20,500

Loans #2 to Urban Man Design Pty Ltd

| | <u>Principle</u> | <u>Interest</u> | <u>Repayment</u> | <u>Balance</u> |
|------------|-------------------------|------------------------|-------------------------|-----------------------|
| 08/07/2015 | 17,500.00 | - | 0.00 | 17,500.00 |
| 30/06/2016 | 17,500.00 | 875.00 | (4,042.06) | 14,332.94 |
| 30/06/2017 | 14,332.94 | 716.65 | (4,042.06) | 11,007.53 |
| 30/06/2018 | 11,007.53 | 550.38 | (4,042.06) | 7,515.84 |
| 30/06/2019 | 7,515.84 | 375.79 | (4,042.06) | 3,849.58 |
| 30/06/2020 | 3,849.58 | 192.48 | | |



Rental Property Statement

Client Name: Rancho Relaxo Super Fund

Client Code: MOLL03

Partner: Mark

Period Ended: 30 June 2016

Accountant: Jay

Rental Property Address: Unit 1 37 Finders Pde, North Lakes, QLD 4509

| | Gross Rent | Council Rates | Land Tax | Interest | Advertising | Insurance | Management Fees | Body Corp | Wate | Sundry | Net Rent |
|--------------|--------------------|-----------------|-----------------|-------------------|-----------------|----------------|-------------------|-------------------|-----------------|-------------------|---------------------|
| Annual | 10,401.52 | 749.31 | 192.52 | 4,392.63 | 886.36 | 68.70 | 5,235.11 | 2,710.14 | 357.94 | 3,446.05 | -7,637.24 |
| TOTAL | \$10,401.52 | \$749.31 | \$192.52 | \$4,392.63 | \$886.36 | \$68.70 | \$5,235.11 | \$2,710.14 | \$357.94 | \$3,446.05 | (\$7,637.24) |

Account
name(s)

Rancho Relaxo Investments Pty Ltd
10 Price Street
North Lakes QLD 4509

| | |
|-----------------------|------------------|
| Rental income | 3,081.16 |
| Rental income | 8,360.51 |
| Incl GST | 11,441.67 |
| GST | - 1,040.15 |
| Rent Excl. GST | 10,401.52 |
| Rental bond | 6,875.00 |

Account RANCHO

Statement from 1 Jul 15

Statement to 30 Jun 16

Page number 1 of 1

Details

1/37 Flinders Parade North Lakes

General Transactions Income

Tenant Bond

\$6,875.00 \$6,875.00

~~\$6,875.00~~

Outgoings Recoverable

General Outgoings

\$6,875.00 \$6,875.00

* \$3,081.16 \$9,956.16

~~\$3,081.16~~

Rental Income

Commercial Office Rent

\$9,956.16 \$9,956.16

* \$8,360.51 \$18,316.67

~~\$8,360.51~~

Management Fee

Management Fee

* \$858.12 \$17,458.55

Office Sundries

* \$27.50 \$17,431.05

\$885.62

Non Recoverable Expenses

End of Financial Year Statement Fee

* \$55.00 \$17,376.05

Leasing Commission

* \$4,620.00 \$12,756.05

Non Recoverable Sundry Fees

* \$198.00 \$12,558.05

\$4,873.00

Total for property

\$5,758.62 \$18,316.67 \$12,558.05

Total income includes GST of \$1,040.15

Total expenses includes GST of \$523.51

Rancho Relaxo Superfund

Contributions Breakdown Report

For The Period 01 July 2015 - 30 June 2016

Summary

| Member | D.O.B | Age (at 30/06/2015) | Concessional | Non-Concessional | Other | Reserves | Total |
|--------------------|------------|------------------------|------------------|------------------|-------------|-------------|------------------|
| Moller, Catrina | 22/06/1978 | 37 | 9,733.22 | 0.00 | 0.00 | 0.00 | 9,733.22 |
| Moller, Scott | 11/09/1976 | 38 | 16,303.02 | 0.00 | 0.00 | 0.00 | 16,303.02 |
| All Members | | | 26,036.24 | 0.00 | 0.00 | 0.00 | 26,036.24 |

Contribution Caps

| Member | Contribution Type | Contributions | Cap | Current Position |
|-----------------|-------------------|---------------|------------|----------------------|
| Moller, Catrina | Concessional | 9,733.22 | 30,000.00 | 20,266.78 Below Cap |
| | Non-Concessional | 0.00 | 180,000.00 | 180,000.00 Below Cap |
| Moller, Scott | Concessional | 16,303.02 | 30,000.00 | 13,696.98 Below Cap |
| | Non-Concessional | 0.00 | 180,000.00 | 180,000.00 Below Cap |

NCC Bring Forward Caps

| Member | Bring Forward Cap | 2013 | 2014 | 2015 | 2016 | Total | Current Position |
|-----------------|-------------------|------|------|------|------|-------|-----------------------------|
| Moller, Catrina | N/A | 0.00 | 0.00 | 0.00 | 0.00 | N/A | Bring Forward Not Triggered |
| Moller, Scott | N/A | 0.00 | 0.00 | 0.00 | 0.00 | N/A | Bring Forward Not Triggered |

Moller, Catrina

| Date | Transaction Description | Ledger Data | | | | SuperStream Data | | | | |
|------|-------------------------|-------------------|--------------|----------------|-------|------------------|--------------|----------|--------------|-------------|
| | | Contribution Type | Concessional | Non-Concession | Other | Reserves | Contribution | Employer | Concessional | Non-Concess |

| | | | |
|------------|--|----------|----------|
| 10/08/2015 | Direct Credit 395276 SuperChoice P/L PC06C003-3940769 | Employer | 640.74 |
| 15/09/2015 | Direct Credit 395276 SuperChoice P/L PC06C003-3991299 | Employer | 961.11 |
| 16/10/2015 | Direct Credit 395276 SuperChoice P/L PC06C003-4030883 | Employer | 654.08 |
| 10/11/2015 | Direct Credit 395276 SuperChoice P/L PC06C0003- 4095626 | Employer | 163.52 |
| 10/11/2015 | Direct Credit 395276 SuperChoice P/L PC06C0003- 4095639 | Employer | 679.61 |
| 08/12/2015 | Direct Credit 395276 SuperChoice P/L PC06C003-4140587 | Employer | 906.15 |
| 29/12/2015 | Direct Credit 395276 SuperChoice P/L PC06C003-4167532 | Employer | 906.15 |
| 08/02/2016 | Direct Credit 395276 SuperChoice P/L PC06C001-4217978 | Employer | 906.15 |
| 25/02/2016 | Direct Credit 395276 SuperChoice P/L PC06C002 - 4296724 | Employer | 1,169.39 |
| 20/04/2016 | Direct Credit 395276 SuperChoice P/L PC06C002-4354344 | Employer | 915.44 |

| | | | | | | | |
|------------------------------|---|----------|------------------|-------------|-------------|-------------|-------------|
| 24/03/2016 | SuperChoice P/L PC06C002 - 4296724 Direct Credit 395276 SuperChoice P/L PC06C011-4325106 | Employer | 1,169.39 | | | | |
| 27/04/2016 | Direct Credit 395276 SuperChoice P/L PC06C011-4359222 | Employer | 1,204.48 | | | | |
| 26/05/2016 | Direct Credit 395276 SuperChoice P/L PC06C010-4410734 | Employer | 1,204.48 | | | | |
| 24/06/2016 | Direct Credit 395276 SuperChoice P/L PC06C010-4450272 | Employer | 1,204.48 | | | | |
| 24/06/2016 | Direct Credit 395276 SuperChoice P/L PC06C010-4450758 | Employer | 2,025.62 | | | | |
| Total - Moller, Scott | | | <u>16,303.02</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> |
| Total for all members | | | <u>26,036.24</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> |

Documentation to be signed and kept by you

- SMSF Trust Deed

Superannuation Trust Deed for a Self-Managed Fund

Rancho Relaxo Superfund

The Trustee named in the Schedule
and

The Members named in the Schedule

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Superannuation Trust Deed For A Self-Managed Fund

BETWEEN

THE TRUSTEE NAMED IN SCHEDULE 2

(Trustee)

AND

THE MEMBERS NAMED IN SCHEDULE 2

(Members)

Background

- A. The Members wish to establish the Fund and have requested the Trustee to act as trustee of the Fund.
- B. The Trustee has agreed to act as trustee of the Fund.
- C. The Members have agreed to be the first members of the fund.
- D. The Fund is to be an indefinitely continuing self managed superannuation fund under the *Superannuation Industry (Supervision) Act 1993*.
- E. The parties have entered into this Deed to give effect to their common intentions.

THIS DEED WITNESSES

1. Definitions

In this Deed, unless expressed or implied to the contrary:

Annuity means what it means under superannuation law.

Approved benefit arrangement means an arrangement into which or from which assets of the Fund can be transferred without a breach of superannuation law. It includes a roll over fund, a complying superannuation fund, an approved deposit fund and an annuity arrangement.

Approved deposit fund means a fund which is a complying ADF under section 995-1 of the *Tax Act*.

Amount standing to the credit in relation to an accumulation account, includes an amount the Trustee decides to pay to that account from the equalisation account (if any).

Assets means the cash, investments and other property of the Fund held by the Trustee on the trusts established by or under this Deed, including:

- (a) any amount standing to the credit of the Fund on or after the date when this Deed commences;
- (b) contributions made by a Member;
- (c) contributions made by an employer;
- (d) contributions allowed by this Deed that are made by another person as permitted by superannuation law;

- (e) interest, dividends, distributions, profits and other benefits of any kind arising from investments and accumulation of income;
- (f) the proceeds of any annuity or insurance policy effected by the Trustee;
- (g) the value of any annuity or insurance policy effected by the Trustee;
- (h) money, investments and other property received by the Trustee as a roll over payment; and
- (i) shortfall components and financial assistance received by the Trustee.

Beneficiary means a person immediately and absolutely entitled to a benefit under this Deed in respect of a Member. It does not include a Member except where that Member is immediately and absolutely entitled to a benefit under this Deed in respect of another Member.

Benefit means an amount payable out of the Fund to or in respect of a Member or beneficiary.

Benefit entitlement means an amount in the Fund which may become payable to a Member, dependant or beneficiary, but to which that person has not become absolutely entitled. It includes a contingent right to payment.

Binding death benefit notice means a notice given by a Member or beneficiary to the Trustee in accordance with regulation 6.17A of the SIS Regulations and with this Deed.

Business day means Monday to Friday excluding public holidays in Victoria.

Business hours means between 9:00 am and 5:00 pm on a business day.

Complying superannuation fund means a complying superannuation fund under superannuation law.

Contributions means gross contributions made to the Fund (before any tax which the Fund may be required to pay in respect of that contribution) in accordance with this Deed.

Corporation means a constitutional corporation under superannuation law.

Death benefit agreement means all, or that part of, an agreement describing the Trustee's obligations concerning the payment of benefits on a Member's death which:

- (a) directs the Trustee to pay the benefits to a person to whom those benefits may be paid in accordance with superannuation law;
- (b) has been executed by the Trustee and the Member; and
- (c) has not later been
 - (i) terminated by the Member; or
 - (ii) replaced by a separate death benefit agreement with the agreement of the Trustee and the Member.

Deed means this deed executed by the Trustee and the Members.

Dependant has the same meaning as in section 10 of the SIS Act.

Doctor means a registered medical practitioner.

Eligible roll over fund means what it means in Part 24 of the SIS Act.

Employment termination payment means the same as it means in the Tax Act.

Employee means a person who is an eligible person under superannuation law for the purpose of an employer making contributions in order to avoid a liability for the superannuation guarantee charge under the *Superannuation Guarantee (Administration) Act 1992*.

Employer means what it means under superannuation law.

Employment relationship – an employment relationship exists between 2 persons if any of the following applies:

- (a) one person is an employee of the other within the ordinary meaning of that term, or within the meaning of section 15A of the SIS Act, or is taken to be an employee under superannuation law;
- (b) one person is the Trustee of a trust of which the other person, or a relative of the other person, is a beneficiary;
- (c) one person is a member of a partnership in which the other person, or a relative of the other person, is either a partner or a director of a body corporate that is a partner; or
- (d) one person is a member of a partnership in which the other person, or a relative of the other person, is a beneficiary of a trust, the Trustee of which is a partner.

However, an employment relationship does not exist between 2 persons if superannuation law has the contrary effect.

Excess contributions means contributions by or on behalf of a Member which exceed the annual cap amounts for concessional contributions and non-concessional contributions as defined in sections 292-20 and 292-85 respectively of the Tax Act.

Expenses of the Fund means the expenses for which the Trustee is entitled to be reimbursed under this Deed.

Family Law Act means the *Family Law Act 1975* (Cth).

Fund means the fund established by this Deed, the name of which is set out in Schedule 2.

Fund earning rate means the positive or negative earning rate the Trustee determines after taking account of any provision or reserve for future contingencies.

Fund establishment date means the date specified in of Schedule 2.

Fund year means the 12 month period ending on 30 June or a substitute date decided on by the Trustee. At the beginning of the trust, and at the end of the trust, it means the lesser period ending on that date, or commencing on the following day.

Gainful employment means what it means under superannuation law. It includes gainful employment on a full-time basis and gainful employment on a part-time basis.

Insurance policy means an insurance policy effected on the life of the Member or a beneficiary of the Member, or in respect of the Member's or beneficiary's illness, accident or disablement.

Interdependency relationship has the same meaning as in the SIS Act.

Levy means a levy payable by the Fund under superannuation law.

Market Value has the same meaning as in section 10(1) of the SIS Act.

Member means an Initial Member or a person who has been admitted as a Member of the Fund in accordance with the Deed, and **Members** has a corresponding meaning.

Member Application Form means a form acceptable to the Trustee by which a person may apply to become a member of the Fund, including the form set out in Schedule 3.

Non-binding nomination form means a notice given by a Member or beneficiary to the Trustee nominating one or more dependants of that person who are to receive some or all of the benefits payable on the Member's or beneficiary's death, but which form does not meet the requirements of regulation 6.17A of the SIS Regulations.

Non-Member spouse means a person who is:

- (a) a spouse or former spouse of a Member; or
- (b) a Non-Member Spouse within the meaning of that term under Part VIII B of the Family Law Act.

Non-preserved amount means an amount (including a roll over payment) that is payable to or in respect of a Member that is not subject to cashing restrictions under superannuation law at the time of payment.

Normal retirement age means 65 or another age that is at least 55 (or, if the Trustee is not a corporation, 60) that is accepted by superannuation law and is agreed by the Trustee.

Payment flag means an agreement or court order referred to in clause 12.2.

Payment split means a payment split under Part VIII B of the Family Law Act.

Pension account means a pension account established under clause 8.3.

Pension age means what it means under superannuation law.

Pension dependant means a dependant of a Member to whom a pension may be paid on the Member's death, as defined by regulation 6.21(2A) of the SIS Regulations.

Preservation age has the same meaning as in regulation 6.01 of the SIS Regulations.

Preserved benefit has the same meaning as preserved payment benefit.

Preserved payment means a payment made to the Fund which is required to be preserved under superannuation law if the Fund is to be a complying superannuation fund.

Preserved payment benefit means a benefit arising from a preserved payment.

Regulator means the particular Commonwealth body responsible for the administration of the relevant aspect of superannuation. It may be the Australian Taxation Office, the Australian Prudential Regulation Authority, the Australian Securities and Investments Commission or some other body.

Relative for the purpose of the definition of 'employment relationship' and for the purpose of eligibility to be a Trustee or director of the Trustee, means each of the following in respect of a person:

- (a) a parent, grandparent, child, grandchild, sibling, uncle, aunt, great aunt, great uncle, nephew, niece, first cousin or second cousin of the person;
- (b) another person who has any such relationship to the person by reason of adoption or re-marriage; and
- (c) the spouse or former spouse of the person or of any of the persons listed in the sub-paragraphs (a) and (b).

For any other purpose, **Relative** means each of the following in respect of a person:

- (d) the parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descendant or adopted child of the person or of the spouse of the person; and
- (e) the spouse of the person or of any person listed in sub-paragraph (d).

Retires in relation to employment, means retirement under regulation 6.01(7) of the SIS Regulations.

Reversionary beneficiary means an eligible dependant for the purpose of superannuation law, including a Pension Dependant, nominated by a pensioner at the commencement of the pension as his or her residuary beneficiary.

Roll over payment includes a transitional employment termination payment or an employment termination payment made or received by the Trustee in accordance with superannuation law and an eligible benefit payment rolled out of or in to a complying superannuation fund.

RSA Regulations means the regulations made under the *Retirement Savings Account Act 1997*.

Securities includes fully paid and partly paid shares, fully paid and partly paid stocks, debentures, notes, bonds, mortgages, options and other similar securities. Neither security nor registration is required.

Self-managed superannuation fund has the same meaning as in section 17A of the SIS Act.

Shortfall component means what it means in section 64 of the *Superannuation Guarantee (Administration) Act 1992* and regulations made under that Act.

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

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

Spouse means a person legally married to the Member at any time; and a person who is not legally married to the Member, but who, in the Trustee's opinion, lives or lived with the Member on a bona fide domestic basis as the partner of that Member. If there are 2 or more persons who are spouses within this definition, 'spouse' means that person or those persons whom the Trustee decides to treat as the spouse or spouses.

Superannuation law means any law of the Commonwealth of Australia including the *Corporations Act 2001* and the *Social Security Act 1991*, which deals with any aspect of superannuation or taxation in relation to superannuation, or any lawful requirement in relation to the Fund by the Commissioner of Taxation, the Australian Taxation Office, APRA, ASIC or any other body that has responsibility in connection with the regulation of superannuation. It includes changes to any superannuation law after the date of this Deed. It also includes any proposed law or lawful requirement that the Trustee believes may have retrospective effect.

Tax includes any form of taxation, surcharge, levy, duty or other government charge that the Trustee is required to pay out of the Fund, or a Member, former Member or beneficiary is required to pay.

Tax Act means the Tax Act 1936 and the Tax Act 1997.

Tax Act 1936 means the *Income Tax Assessment Act 1936*.

Tax Act 1997 means the *Income Tax Assessment Act 1997*.

Temporary total disablement means what it means in the relevant insurance policy effected by the Trustee. If there is no such policy, it means total physical or mental disablement that is not total and permanent disablement that makes the relevant Member incapable of continuing in the gainful employment that the Member was in immediately before the incapacity.

Total permanent disablement means what it means in the relevant insurance policy effected by the Trustee. If there is no such policy, it means such total physical or mental disablement that the Trustee is reasonably satisfied that the relevant Member is unlikely ever again to be able to engage in gainful employment for which the Member is reasonably qualified by education, training or experience.

Transition to retirement pension means a pension to be paid by the Fund under superannuation law, paid as a transition to retirement pension under the conditions set out in Regulation 6.01(2) of the SIS Regulations

Transitional employment termination payment means what it means in section 82-130 of the Tax Act 1997.

Trustee means the Trustee or the Trustees of the Fund from time to time.

Unclaimed benefits means benefits described as 'unclaimed money' under superannuation law.

Unrestricted non-preserved benefit means what it means under superannuation law.

Withdrawal benefit means the minimum benefit that must be paid to a Member on withdrawal from the Fund under superannuation law. To the extent that a Member's contributions have been applied towards an endowment or whole of life policy, the Member's withdrawal benefit is the surrender value of that policy.

2. Fund establishment

2.1 Establishment and purpose of the Fund

- 2.1.1 The Trustee and the Members hereby establish the Fund as a self-managed superannuation fund under the SIS Act by executing this Deed and with effect from the Fund establishment date. It is an indefinitely continuing superannuation fund.
- 2.1.2 Where the Trustees are individuals, the sole or primary purpose of the fund is to provide old age pensions to the Members on their retirement. Where the Trustee is a constitutional corporation, the sole or primary purpose of the fund is to provide old age pensions and other benefits to the Members on their retirement.

2.2 Trustee of the Fund and decisions

- 2.2.1 The initial Trustee is named in Schedule 2 of this Deed. The Trustee accepts the appointment. The Fund is vested in the Trustee. No other person (including a Member) has any legal or beneficial interest in any asset of the Fund except to the extent expressly stated elsewhere in this Deed. The Trustee must manage the Fund in accordance with this Deed.
- 2.2.2 Subject to clause 2.2.3, if there is more than one Trustee they must act jointly.
- 2.2.3 Where the Trustees are individuals, any Trustee may call a meeting of Trustees by providing 7 days' written notice to each of the other Trustees at their address listed in Schedule 2 (or to any other address of a Trustee if that Trustee has informed each of the other Trustees of the other address). The following rules apply to any such meeting:
- (a) Unless agreed to by all the Trustees, the meeting may only be within business hours;
 - (b) A Trustee may attend the meeting by phone;
 - (c) A quorum for the meeting will be all the Trustees, and if all the Trustees are not in attendance within 15 minutes after the scheduled time the meeting will be adjourned for 5 business days, to be held at the same time of day (adjourned meeting);
 - (d) At the adjourned meeting, the quorum of Trustees will be those Trustees in attendance; and
 - (e) At any meeting, if the Trustees are unable to reach a decision unanimously or by majority then decisions will be made by poll, with each Trustee having the number of votes equal to the nearest dollar figure (rounded up) representing the value of the benefits of the Member whom that Trustee represents.
- 2.2.4 Where the Trustee is a constitutional corporation, the Trustee may only make decisions under this Deed in the manner set out in the Trustee's constitution.

2.3 Deed subject to superannuation law

- 2.3.1 This Deed is to be interpreted so as to comply with superannuation law. In particular, it is to be construed so that the Fund it establishes qualifies as a self-managed superannuation fund and qualifies for concessional tax treatment under the *Tax Act*. To the extent that anything in this Deed is inconsistent with superannuation law, it is to be severed from the Deed. Any obligation imposed by superannuation law in respect of the Fund established by this Deed that is not expressed in this Deed is nonetheless to be regarded as incorporated in it by reference.
- 2.3.2 The Trustee must not do or fail to do anything as Trustee of the Fund that would result in either of the following:
- (a) A breach of law, including superannuation law; or
 - (b) The Fund ceasing to qualify as a self-managed fund under superannuation law or to qualify for concessional tax treatment under the *Tax Act*.

3. Membership

3.1 Initial Members

- 3.1.1 The initial Members of the fund are named in Schedule 2 and the Trustee agrees that they have completed all formalities necessary for their admission as Members.
- 3.1.2 The initial Members of the Fund agree to be bound by this Deed.

3.2 Additional Members

- 3.2.1 The Trustee may appoint a person as an additional Member of the Fund if he or she has completed and signed a Member application form, or if the Trustee has otherwise accepted the person as a Member.
- 3.2.2 If the Trustee is a constitutional corporation, then the additional Member agrees to do all things necessary to become a director of the Trustee including by providing an executed consent to act in the required form and such other documents as are required by superannuation law.
- 3.2.3 If the Trustees are individuals, the additional Member must become a Trustee and must provide an executed form of consent and such other executed documents as are required by superannuation law for that purpose. This must occur when the person becomes a Member, unless the additional Member is unable to become a Trustee or director of a Trustee under superannuation law.
- 3.2.4 On written request by the Trustee, a Member or applicant for Membership of the Fund must supply the Trustee with information that the Trustee thinks necessary for any purpose. This extends to submitting to a medical examination by a doctor who is acceptable to the Trustee.
- 3.2.5 If a Member fails to do so, the Trustee may refuse to accept further contributions in respect of that Member may decline to accept the applicant as a Member.
- 3.2.6 Subject to clause 3.7, the Trustee must not accept a person as an additional Member of the Fund unless each of the following conditions is met:
- (a) The total number of Members would be no more than 4;
 - (b) The person is not disqualified from being a Trustee or a director of the Trustee of the Fund;

- (c) The person is not in an employment relationship with another Member of the Fund except another Member who is also a relative of that person; and
- (d) The Trustee is satisfied that the person will become a Trustee or a director of the Trustee of the fund on being accepted as Member of the Fund.

3.2.7 An additional Member becomes bound by this Deed as if he or she were an initial party to this Deed.

3.2.8 An additional Member's Membership commences on the date the Trustee specifies when accepting the person as a Member. If no date is specified, the additional Member's Membership commences on the date the Trustee accepts his or her application.

3.3 Date of additional Member's commencement as Trustee

Provided that an additional Member has complied in all respects with clause 3.2:

3.3.1 Where the Trustees are individuals, an additional Member becomes a Trustee of the Fund on the date his or her Membership commences; and

3.3.2 Where the Trustee is a constitutional corporation, an additional Member becomes director of the Trustee on the date his or her Membership commences.

3.4 Membership Conditions and Disclosures

3.4.1 The Trustee may impose any conditions the Trustee thinks fit on the Membership of a Member and a Member's rights and duties. The Trustee may remove or vary any condition at any time.

3.4.2 Either before, or as soon as practicable after a person becomes a Member of the Fund (and not later than 3 months after the person becomes a Member), the Trustee must ensure that the Member is given a product disclosure statement (in the form set out in Schedule 1, updated as required) which the superannuation law requires to be given to new Members of the Fund.

3.4.3 The Trustee must ensure that Members, former Members and beneficiaries are provided with information in writing, or copies of accounts, records and documents of the Fund, that the superannuation law requires them to be given.

3.4.4 As soon as practicable after a person ceases to be a Member of the Fund, the Trustee must ensure that that person (or his or her legal personal representative) is given a written statement of the information the superannuation law requires to be given to persons who cease to be Members of the Fund.

3.4.5 A dependant of a Member is not entitled to any additional information relating to the operation or conduct of the Fund which the Trustee thinks it is inappropriate to disclose.

3.5 Membership and Fund compliance

3.5.1 A Member must immediately inform the Trustee if the Member becomes aware that either of the following may happen:

- (a) The Member may enter into an employment relationship with another Member who is not also a relative of the Member; or
- (b) The Member may be disqualified from being a Trustee or a director of the Trustee of the Fund.

3.5.2 A Member and the Trustee must ensure that the Member ceases to be a Member of the Fund within 6 months after either of the following happens:

- (a) The Member enters into an employment relationship with another Member who is not also a relative of the Member; or
- (b) The Member is disqualified from being a Trustee or a director of the Trustee of the Fund.

3.5.3 If a Member of the Fund enters into an employment relationship with another Member who is not also a relative of the Member, or becomes disqualified from being a Trustee or a director of the Trustee of the Fund, the Trustee and the Members must do whatever is necessary to ensure that, within 6 months after the Member entered into the employment relationship or became disqualified:

- (a) No Member of the Fund is in an employment relationship with another Member who is not also a relative of the Member; and
- (b) No Member of the Fund is disqualified from being a Trustee or a director of the Trustee of the Fund.

3.5.4 The types of things that may be done to ensure compliance include each of the following:

- (a) A Member may request the Member's benefits or entitlement in the Fund to be paid in accordance with this Deed or to be transferred or rolled over to an approved benefit arrangement under clause 13.9; or
- (b) The Trustee may transfer the Member's benefits or entitlement in the Fund to an eligible roll over fund under clause 13.9.

3.6 Ceasing to be a Member

3.6.1 A person ceases to be a Member of the Fund as soon as the first of the following happens:

- (a) The person dies;
- (b) The person ceases to be a Trustee or a director of the Trustee of the Fund;
- (c) When payment of all the Member's benefits is made to the Member or to an approved benefit arrangement for the Member; or
- (d) When benefits payable to or for the Member cease to be payable.

3.6.2 When a person ceases to be a Member of the Fund, the person ceases to be a Trustee or director of the Trustee of the Fund (as applicable), if he or she has not already ceased to act in that role.

3.7 Minor as a Member

3.7.1 A minor, being a person who is under 18 years of age, may be a Member of the Fund provided the superannuation law is complied with. In relation to a Member who is a minor:

- (a) The minor's parent or guardian must make the application for the minor to become a Member in the form set out in Schedule 3 or in the form otherwise approved by the Trustee; and
- (b) Decisions in relation to the minor's membership must be made by the minor's parent or guardian until:
 - (i) the minor turns 18; or
 - (ii) after the minor turns 16, the time at which the parent or guardian notifies the Fund that the minor will be making decisions in relation to the minor's membership.

- 3.7.2 When the minor turns 18, if the Trustees are individuals then the minor becomes a Trustee of the Fund or, if the Trustee is a constitutional corporation, then the minor becomes a director of the Trustee of the Fund provided that the Trustee and the Member have done everything necessary to appoint that Member as a director of the Trustee.

4. Fund accounts

4.1 Trustee must establish certain types of account

The Trustee must establish:

- 4.1.1 An accumulation account and/or a pension account in respect of each Member or beneficiary for each class; and
- 4.1.2 An income account.

4.2 Accumulation Accounts

- 4.2.1 The Trustee may credit (and in the case of clause (k), must allot and credit) each of the following to the accumulation account of a Member according to the class to which they are relevant:
- (a) Contributions made by a Member;
 - (b) Contributions made in respect of the Member or a beneficiary of that Member by an employer;
 - (c) Other contributions allowed under this Deed and superannuation law that are made in respect of the Member;
 - (d) Positive earnings transferred from the income account;
 - (e) A shortfall component paid in respect of that Member after any tax that is payable in relation to it has been deducted from it;
 - (f) An amount paid to the Trustee as a transfer or roll over payment in respect of that Member which the Trustee thinks it appropriate to credit to the account;
 - (g) A forfeited amount allocated to the Member or beneficiary under clause 11.4;
 - (h) An amount transferred from the pension account of a beneficiary of the Member;
 - (i) The proceeds of an annuity or insurance policy effected by the Trustee in respect of the Member or a beneficiary of the Member which the Trustee thinks it appropriate to credit to the account;
 - (j) Financial assistance under section 23 of the SIS Act which the Trustee thinks it appropriate to credit to the account;
 - (k) An amount deducted from the accumulation account of another Member pursuant to a contributions-split request made by that other Member and accepted by the Trustee; and
 - (l) Any other amount the Trustee thinks it appropriate to credit to the account.
- 4.2.2 The Trustee may debit each of the following from the accumulation account of a Member according to the class to which they are relevant:
- (a) The proportion that the Trustee thinks appropriate of the expenses of the Fund;

- (b) The proportion that the Trustee thinks appropriate of either of the following:
 - (i) tax payable in respect of contributions or any shortfall component that are paid to the Fund; or
 - (ii) any earnings of the Fund credited to the accumulation account or arising as a result of a roll over payment;
- (c) A payment of a benefit to or in respect of the Member or a beneficiary of the Member except a payment from a pension account;
- (d) An amount paid out of the Fund in respect of the Member or a beneficiary of the Member as a transfer or roll over payment;
- (e) The cost of any annuity or policy of insurance effected by the Trustee in respect of the Member or a beneficiary of the Member; and the proportion that the Trustee thinks equitable of any group policy effected by the Trustee in respect of the Member or beneficiary and another Member or beneficiary;
- (f) The amount of a lien in respect of an indemnity exercised by the Trustee in accordance with this Deed;
- (g) An amount forfeited in accordance with this Deed;
- (h) The proportion that the Trustee thinks appropriate of any negative earnings of the Fund determined in accordance with this Deed;
- (i) An amount paid to indemnify the Trustee in accordance with this Deed;
- (j) An amount credited to the pension account of a Member or beneficiary;
- (k) The proportion that the Trustee thinks appropriate of a levy;
- (l) The amount of tax attributable to the Member or a beneficiary of the Member;
- (m) An amount to be allotted and credited to the accumulation account of another Member pursuant to a contributions-split request made by the Member whose accumulation account is to be debited and accepted by the Trustee; and
- (n) Any other amount the Trustee thinks it appropriate to debit.

4.3 Contributions-split requests

- 4.3.1 A Member may ask the Trustee (in a way that satisfies the requirements of superannuation law) that contributions made to the Fund in respect of that Member in the previous financial year be:
 - (a) Allotted to the accumulation account of that Member's spouse; or
 - (b) Rolled-over or transferred to the Trustee of an approved benefit arrangement of which that Member's spouse has joined or is eligible to join.
- 4.3.2 The Trustee must allot, roll-over or transfer the relevant contributions pursuant to a request received under clause 4.3.1 provided:
 - (a) The request satisfies the requirements of superannuation law;
 - (b) The Trustee is satisfied that the allotment, roll-over or transfer complies with superannuation law; and

- (c) The amount of the contributions that the Trustee allots, rolls-over or transfers does not exceed the amount in the Member's accumulation account, taking into account any amount that the Trustee otherwise determines to debit from the Member's accumulation account.

4.4 Income Account

4.4.1 The Trustee may credit each of the following to the income account of the Fund:

- (a) Income and profits of the Fund;
- (b) Adjustment credits made in accordance with clause 4.4.3;
- (c) The proceeds of an insurance policy which the Trustee decides not to credit to a Member's or beneficiary's accumulation or pension account;
- (d) A surplus resulting from a valuation under clause 4.6.3;
- (e) Financial assistance received by the Fund under section 23 of the SIS Act which the Trustee decides not to credit to a Member's or beneficiary's accumulation or pension account; and
- (f) Any other amount the Trustee thinks it appropriate to credit.

4.4.2 The Trustee may debit each of the following to the income account of the Fund:

- (a) The expenses of the Fund, except those the Trustee debits from a Member's or beneficiary's accumulation or pension account;
- (b) Tax payable or likely to become payable in respect of contributions, shortfall components, or income and profits of the fund, except tax the Trustee debits from a Member's or beneficiary's accumulation or pension account;
- (c) Adjustment debits made in accordance with 4.4.3;
- (d) The cost of an insurance policy which the Trustee decides not to debit from a Member's or beneficiary's accumulation or pension account;
- (e) A deficiency resulting from a valuation under clause 4.6.3 ;
- (f) The amount of a levy, except an amount the Trustee debits from a Member's or beneficiary's accumulation or pension account;
- (g) Any loss on the disposal of an investment of the fund; and
- (h) Any other amount the Trustee thinks appropriate to debit.

4.4.3 At the end of each Fund year, the Trustee must determine the Fund earning rate.

4.4.4 When determining a Fund earning rate in respect of a period (whether at the end of a Fund year or on an interim basis):

- (a) The Trustee must allocate amounts from the income account to each accumulation or pension account in proportion to the amount standing to the credit of that account at the beginning of the relevant period;
- (b) The Trustee must make an appropriate adjustment for any amount credited or debited to the account since the beginning of the relevant period; and
- (c) The Trustee may take into account the need for any provision or reserve for future contingencies and, instead of crediting that amount to an accumulation or pension

account, credit that amount to the equalisation account or reserve (if permitted by superannuation law).

4.5 Equalisation Account

- 4.5.1 The Trustee may establish an equalisation account which the Trustee may use for any of the following purposes:
- (a) To give effect to the reserving strategy the Trustee establishes to smooth the investment earnings of the Fund;
 - (b) To increase the Fund earning rate;
 - (c) To pay the expenses of the Fund;
 - (d) To pay tax payable by the Fund;
 - (e) To provide for any contingencies;
 - (f) To provide an amount to or for a Member, former Member, pensioner, beneficiary, including adding to an accumulation or pension account, provided there is no breach of superannuation law; or
 - (g) To do anything else the Trustee decides to do, provided there is no breach of trust or superannuation law.
- 4.5.2 The Trustee may credit the equalisation account with any of the following:
- (a) The portion the Trustee thinks fit of an amount paid into the Fund as a transfer or roll over payment;
 - (b) An amount transferred from the forfeiture account under clause 11.4;
 - (c) An amount transferred from a pension account under clause 8.3; or
 - (d) Any other amount the Trustee thinks it appropriate to credit.
- 4.5.3 The Trustee may debit the equalisation account with any of the following:
- (a) An amount necessary to give effect to the purposes set out in clause 4.5.1; or
 - (b) Any other amount the Trustee thinks it appropriate to debit.

4.6 Accounts – General Provisions

- 4.6.1 The Trustee must make provision for the payment of any tax payable in relation to the taxable income of the Fund and must deduct any tax that is payable and that has not already been deducted from the income account or an accumulation or pension account.
- 4.6.2 The Trustee may establish or maintain any other account for or reserve of the Fund that the Trustee thinks necessary or desirable or that is required or permitted by superannuation law. The Trustee may use such accounts or reserves for any purpose permitted by superannuation law and may credit or debit amounts from such accounts or reserves as the Trustee sees fit.
- 4.6.3 The Trustee must value the assets of the Fund at the end of each Fund year, when superannuation law requires it, and when the Trustee thinks it appropriate to do so. The Trustee must also determine whether there is a surplus or deficiency which it is equitable in the Trustee's opinion to transfer to the income account.

- 4.6.4 If the Trustee is required to establish an interim Fund earning rate, clause 4.4.4 applies and the Trustee must do so in accordance with any requirements imposed by superannuation law and on a basis the Trustee believes to be equitable. If the Regulator or superannuation law requires it, the Trustee must inform Members of that basis.
- 4.6.5 The Trustee may only credit or debit accounts established in respect of the Fund in the manner permitted by this Deed provided that superannuation law does not prohibit in any way any such amounts from being so credited or debited.

5. Contributions

5.1 Types of Contributions

- 5.1.1 With the Trustee's consent, a Member may make any contributions to the Fund that the Member decides to. The Trustee and Member may agree that contributions can be paid by deduction from wages or salary.
- 5.1.2 An employer of a Member may make any contributions to the Fund in respect of that Member with the Trustee's and the Member's consent.
- 5.1.3 With the consent of the Trustee and the Member, any other person including:
- (a) A spouse of that Member;
 - (b) Another Member;
 - (c) Another Trustee of a regulated superannuation fund (including pursuant to a contributions-split requested by the Member's spouse); and
 - (d) Any State, Territory or Federal government (including under the Federal government's co-contribution scheme) may make contributions to the Fund in respect of that Member.

5.2 Making contributions

A contribution to the Fund must be made in the way the Trustee directs. It must be made within the time specified by superannuation law. It may be made in cash, or by the transfer of assets in accordance with superannuation law. The only assets that may be transferred are those that are authorised investments under clause 6.1.

5.3 Failure to contribute

In the absence of an agreement, neither a Member nor his or her employer is under an obligation to make a contribution to the Fund in respect of the Member. A failure to do so does not affect the Member's membership of the Fund.

5.4 Unacceptable contributions

- 5.4.1 The Trustee must not accept any of the following:
- (a) A contribution that is not permitted by superannuation law;
 - (b) A contribution or shortfall component the acceptance of which would prevent the Fund from qualifying as a complying superannuation Fund; or
 - (c) An employer contribution or shortfall component which the regulator lawfully directs the Trustee not to accept.
- 5.4.2 The Trustee may refuse to accept:

- (a) a contribution that the Trustee has determined not to accept because the Trustee has not been informed of the relevant Member's tax file number; and
- (b) excess contributions.

5.4.3 If excess contributions are made to the Fund by or in respect of a Member, then the Trustee may:

- (a) release funds to the Member if the Trustee has received a Member release authority; and
- (b) release funds to the Commissioner of Taxation where the Trustee has received an ATO release authority.

5.4.4 If the Trustee becomes aware that a contribution or shortfall component has been accepted in breach of clause 5.4.1 or 5.4.2, the Trustee must refund the amount within any time specified by superannuation law. However, the Trustee may deduct each of the following from that amount:

- (a) Any amount which an insurer may have charged in respect of any extra cover provided on the basis of the contribution or shortfall charge;
- (b) Reasonable administration charges; and
- (c) Any amounts on account of amounts of tax for which the Fund may be liable.

5.4.5 The Trustee may reduce the benefits of the Member to those which the Member would have had if the contribution or shortfall component had not been accepted.

5.5 Allocation of contributions

If the Trustee receives a contribution in a month, the Trustee must allocate the contribution to the relevant Member of the Fund:

5.5.1 Within 28 days after the end of the month; or

5.5.2 If it is not reasonably practicable to allocate the contribution to the relevant Member of the Fund within 28 days after the end of the month – within such longer period as is reasonable in the circumstances.

5.6 Reduction of contributions by employer

An Employer who is under an obligation to make contributions in respect of a Member may, with the Trustee's consent, reduce the amount of those contributions to the extent that it becomes required to make contributions in respect of that Member to another Fund of which the Member is also a Member.

5.7 Contributions and tax

5.7.1 Either the Trustee or the employer or other appropriate body must deduct any tax that is payable in relation to any contribution or shortfall component before it is credited to the Member's accumulation account.

5.7.2 The Trustee must make provision for any surcharge or other amount that is payable under the *Superannuation Contributions Tax (Assessment and Collection) Act 1997* and related legislation, and must deduct the amount from the relevant contributions.

6. Investment

6.1 Investments - General

- 6.1.1 The Trustee must invest any assets of the Fund that are not required for payment of benefits or other amounts under this Deed. The Trustee must do so in accordance with the current investment strategy or strategies. The following are the types of investment in which the assets may be invested:
- (a) Investments in which it is permissible to invest trust funds under the law of any jurisdiction in Australia;
 - (b) Securities in any company incorporated anywhere, whether carrying on business in Australia or not;
 - (c) Deposit (whether secured or not) with a bank, friendly society, building society, credit co-operative, Trustee company, or other registered financial institution;
 - (d) Real or personal property, including an improvement to that property;
 - (e) Units (including sub-units) in a unit trust established or situated anywhere in the world) by subscription or purchase (including joint subscription or purchase). Whether the units are fully paid or partly paid, and whether their issue involves a contingent or reserve liability is irrelevant;
 - (f) Futures, options or any other synthetic investment;
 - (g) Hedging, swapping or any similar arrangement, even though it is not linked to any property of the Fund;
 - (h) Deposit (whether secured or not) with, or loan (whether secured or not) to, any person (including an employer) on any terms the Trustee thinks reasonable. The fact that the Trustee has a direct or indirect interest in the deposit or borrowing or may benefit directly or indirectly from it is irrelevant;
 - (i) A policy or annuity with an insurer, whether by proposal or purchase;
 - (j) Limited recourse borrowing or receipts;
 - (k) By way of a limited recourse borrowing arrangement in accordance with clause 13.6; and
 - (l) Any other investment allowed by superannuation law that the Trustee thinks appropriate.
- 6.1.2 The Trustee must not invest in any investment that is not permitted by superannuation law. The Trustee must not make an investment in the form of a loan or other financial assistance to a Member or a relative of a Member.
- 6.1.3 The Trustee must formulate one or more investment strategies for the Fund. The Trustee must inform Members and beneficiaries of the strategies adopted by the Trustee. The Trustee may review and change a strategy at any time. The Trustee must monitor the strategies to ensure that they remain appropriate.
- 6.1.4 The Trustee must consider, as part of the investment strategies, whether to hold a contract of insurance that provides insurance cover for one or more members of the Fund.
- 6.1.5 The Trustee must review regularly the investment strategies for the Fund.
- 6.1.6 The Trustee may sell, transfer or vary any investment at the Trustee's absolute discretion in accordance with this Deed. The Trustee must do so in the interests of Members and

beneficiaries. The Trustee must monitor the investments to ensure that they remain appropriate.

6.2 Investment choice

- 6.2.1 The Trustee may decide to allow one or more Members or beneficiaries to choose between investment strategies. If the Trustee does, the Trustee must establish a range of investment strategies, and may designate particular assets for those strategies. The Trustee must provide the Members or beneficiaries with information concerning the strategies and the relevant investment objectives to enable the Member or beneficiary to choose between them on an informed basis. The Trustee must also provide them with information concerning their rights under this Deed.
- 6.2.2 A Member or beneficiary who has been offered investment choice by the Trustee may choose one or more of the strategies prepared by the Trustee by completing any documents the Trustee requires. On having done so, the Member or beneficiary may direct the Trustee to invest any part of the Fund that is held for that person in accordance with those strategies. Any direction must be in accordance with superannuation law.
- 6.2.3 A Member or beneficiary who has directed the Trustee to invest any part of the Fund that is held for that person in accordance with those strategies may not direct the Trustee to invest in any particular investment. However, the Member or beneficiary may request the Trustee to develop an investment specific strategy and to make it available to that Member or beneficiary. The Trustee may accept or reject the request.
- 6.2.4 The Trustee must monitor any strategies adopted by Members or beneficiaries for investment choice to ensure that they remain appropriate for the Members or beneficiaries to whom they are available.
- 6.2.5 If a Member adopts a strategy for investment choice, the Trustee must do each of the following:
- (a) Establish a sub-account of the income account in respect of that strategy;
 - (b) Credit and debit that sub-account in relation to any amount attributable to that strategy as if it were the income account itself;
 - (c) Allocate earnings (which may be positive or negative) attributable to that strategy to the Member's or beneficiary's accumulation account or pension account in a way that the Trustee thinks equitable; and
 - (d) Determine an earning rate for that sub-account, in the same manner as the Trustee determines a Fund earning rate, in which case clause 4.4.4 applies to that determination.
- 6.2.6 The Trustee may sell, transfer or vary any investment made in accordance with a strategy for investment choice, at the Trustee's absolute discretion in accordance with this Deed. The Trustee must do so in the interests of the relevant Members or beneficiaries. The Trustee must monitor the investments to ensure that they remain appropriate.

7. Benefits - general

7.1 Preserved and non-preserved benefits

- 7.1.1 The Trustee must not pay out to a Member or a dependant of a Member any preserved payment benefit that superannuation law does not allow the Trustee to pay out.
- 7.1.2 The Trustee may pay a Member or, if applicable, a dependant of a Member, a preserved payment benefit in any of the following circumstances:

- (a) The Member reaches the relevant preservation age and takes a transition to retirement pension in accordance with clause 8;
- (b) The Member retires from gainful employment on or after reaching the relevant preservation age;
- (c) The Member becomes totally and permanently disabled;
- (d) The Member becomes totally and temporarily disabled;
- (e) The Member reaches age 65;
- (f) The Member dies; or
- (g) Any other circumstance allowed by superannuation law.

7.1.3 With the Trustee's consent, a Member may withdraw any part of the non-preserved amount in the Member's accumulation account. The Member must apply to the Trustee in writing for the withdrawal in a form acceptable to the Trustee. The Trustee may set a minimum withdrawal amount by notifying the Members of the Fund.

7.1.4 A Member's benefit entitlement will vest in accordance with superannuation law. The Trustee must cash or commence to cash a Member's benefit entitlement as soon as practicable after the Member dies. If a lump sum is payable, the Trustee may pay it in several stages: an initial payment and then subsequent payments.

7.2 Payments – general

7.2.1 If a Member ceases to be, or is about to cease as, a Member of the Fund, the Trustee may pay an amount that the Trustee thinks appropriate from the equalisation account (if any) into the Member's accumulation account.

7.2.2 Where the Trustee is to make a payment because a Member has died (a death benefit), the Trustee may pass on to the recipient of that payment any benefit that would accrue to the Fund if a deduction were allowed under section 295-485 of the *Income Tax Assessment Act 1997*.

7.2.3 If a Member or beneficiary requests it, the Trustee may retain any part of a benefit in the Fund. The Trustee may do so until one of the following occurs:

- (a) The Member or beneficiary decides otherwise;
- (b) The Member or beneficiary dies;
- (c) The amount has to be paid under this Deed or superannuation law; or
- (d) The Trustee decides otherwise.

The payment the Trustee then makes must be the amount standing to the credit of the Member's or beneficiary's accumulation account at that time.

7.2.4 If a Member or beneficiary is entitled to a benefit which includes an interest in an insurance policy, the Trustee may assign that policy to the Member or beneficiary, or to any of the dependants of the Member the Trustee thinks fit. The Trustee must debit the value of the policy to the relevant accumulation or pension account. Neither the Trustee nor an employer is liable for any further payment of premiums in relation to the policy.

7.2.5 On written request by the Trustee, an applicant, Member or beneficiary must supply the Trustee with information that the Trustee thinks necessary for any purpose. This extends to submitting to a medical examination by a doctor who is acceptable to the Trustee. If an applicant, Member or beneficiary fails to do so, the Trustee may suspend collection of

contributions in respect of that person, may withhold benefits from that person, and may impose conditions on the person, as the Trustee thinks fit.

- 7.2.6 The Trustee may adjust any benefit payable to or in respect of a Member if an applicant, Member or beneficiary has supplied false or misleading information to the Trustee, or has deliberately withheld information from the Trustee, that affects or is likely to affect the Fund or benefits payable to or in respect of that Member.

8. Pensions - general

8.1 Funding and payment of pensions

- 8.1.1 When any benefit becomes payable to a Member under this Deed or in accordance with superannuation law, the Trustee has a discretion to decide whether to pay from any part of the benefit one or more pensions to the Member or to use the benefit payable to acquire one or more annuities in the name of the Member. The pensions or annuities will be in substitution for the relevant part of any lump sum benefit that was payable to the Member for the amounts credited to the Member's pension account as a transfer of a roll over payment under clause 8.3.2.
- 8.1.2 The Trustee must obtain an actuarial certificate in accordance with superannuation law in relation to any pension that the Trustee decides to pay, unless either section 295-390 (or any other provision) of the Tax Act provides otherwise in which case the Trustee has a discretion as to whether to obtain an actuarial certificate.
- 8.1.3 The Trustee may fund a person's pension by purchasing an annuity payable to the Trustee.

8.2 Type of pensions

The relevant Member or beneficiary may choose the type of pension that is to be paid, including a transition to retirement pension. However, the pension must be of a type that is allowed by superannuation law or is acceptable to the Regulator. It may include a pension wholly determined by reference to policies of life assurance purchased or obtained by the Trustee of a regulated superannuation fund solely for the purposes of providing benefits to Members of that fund. The pension must be paid in accordance with the requirements of the superannuation law.

8.3 Pension account

- 8.3.1 If the Trustee decides to pay a pension to a person in accordance with this Deed, the Trustee must establish a pension account in the name of that person.
- 8.3.2 The Trustee may credit each of the following amounts to the person's pension account subject to superannuation law:
- (a) The amount the Trustee believes necessary to fund the pension;
 - (b) The amount paid into the Fund in respect of the pensioner as a transfer or roll over payment which the Trustee thinks it appropriate to credit to that account;
 - (c) Earnings of the Fund which the Trustee thinks it appropriate to credit to that account;
 - (d) A shortfall component paid in respect of the pensioner;
 - (e) Contributions lawfully paid in respect of the relevant Member;
 - (f) Adjustment credits made in accordance with clause 4.4.3;
 - (g) The proceeds of an annuity or insurance policy effected by the Trustee in respect of the pensioner which the Trustee thinks it appropriate to credit to the account;

- (h) Financial assistance under section 23 of the SIS Act which the Trustee thinks it appropriate to credit to the account; and
- (i) Any other amount the Trustee thinks it appropriate to credit to the account.

8.3.3 The Trustee may debit each of the following amounts to the person's pension account subject to superannuation law:

- (a) The proportion that the Trustee thinks appropriate of the expenses of the fund;
- (b) The proportion that the Trustee thinks equitable of any negative earnings of the Fund determined in accordance with clauses 4.4.3, 6.2.5 or 8.4.1;
- (c) The proportion of the loss on the disposal of investments of the Fund that the Trustee thinks equitable;
- (d) Amounts transferred from the Fund in respect of the pensioner as a transfer of a roll over payment which the Trustee thinks it appropriate to debit to the account;
- (e) Payments made to or in respect of the pensioner or a reversionary beneficiary under this Deed;
- (f) The cost of an insurance policy or annuity effected by the Trustee in respect of the pensioner which are not debited from the Member's accumulation account;
- (g) The proportion of any tax payable in respect of the pension account, or the earnings of the Fund that are credited to the pensioner's account or which arise from a roll over payment that the Trustee thinks equitable;
- (h) The proportion of an amount paid in respect of an indemnity to the Trustee or other person under this Deed that the Trustee thinks equitable;
- (i) The amount of a levy that the Trustee thinks equitable;
- (j) An amount transferred to the accumulation account of a beneficiary; and
- (k) Any other amount that the trustee thinks it appropriate to debit from the account.

8.4 Pensions – general

- 8.4.1 In determining the amount standing to the credit of an accumulation account at the time a benefit or pension is calculated or becomes payable, the Trustee must make an adjustment to the account that the Trustee thinks equitable on the basis of the interim fund earning rate determined by the Trustee as at that date. Clause 4.4.4 applies to that determination and that determination must be made in respect of the period from the beginning of the current Fund year to the relevant date. The income account must be credited or debited accordingly.
- 8.4.2 The Trustee may segregate from other assets those assets which are to fund the pension of a person under this Deed. The Trustee must value those assets at least annually. If they are insufficient or more than sufficient to fund the pension, the Trustee must do anything that superannuation law requires. The Trustee must obtain any certificate of adequacy that the Trustee considers necessary in respect of those assets in order to comply with the *Tax Act* or superannuation law.
- 8.4.3 On the death of a pensioner being paid a pension, if the pension is not commuted or transferred in accordance with this Deed, the Trustee must pay any residue in the pension account in any way permitted by superannuation law.

8.5 Trustee's general right to commute pensions

8.5.1 On written request by a pensioner, or in accordance with superannuation law or this Deed, the Trustee may commute any part of a pension to a lump sum, and pay it to the relevant person or his or her legal personal representative. The following general conditions apply in respect of all types of pension:

- (a) The commutation must be allowed by, and be in accordance with, superannuation law; and
- (b) The commutation must not disadvantage the Fund, an employer, a Member, a pensioner or a reversionary beneficiary.

8.5.2 If the Trustee commutes only part of a pension to a lump sum, the Trustee must then adjust the amount of the pension payable as required by superannuation law.

8.6 Qualification of pensions as asset test exempt income streams

The Trustee may decide that a pension should qualify as an asset test exempt income stream (as that term is defined by the *Social Security Act 1991*). If the Trustee so decides:

- 8.6.1 The superannuation law prevails over the terms of this Deed to the extent of any inconsistency;
- 8.6.2 This Deed is deemed to contain any provision that is required by superannuation law; and
- 8.6.3 This Deed is deemed not to contain any provision that is required to be excluded by superannuation law.

9. Death, disability and retirement benefits

9.1 Death benefit payments

The Trustee must pay the death benefit of a current Member of the Fund. The Trustee can do that under:

- 9.1.1 a death benefit agreement;
- 9.1.2 a binding death benefit notice; or
- 9.1.3 a non-binding death benefit notice.

9.2 Death benefit

In the ways set out in this clause 9, the Trustee must pay the full amount standing to the credit of the accumulation account, and any pension account residue referred to in clause 8.4.3, either as a lump sum, or as one or more pensions or annuities, or both.

9.3 Death benefit agreement payment arrangements

- 9.3.1 On the death of a Member or beneficiary who has a death benefit agreement:
- (a) the death benefit agreement prevails over clause 9.4 and over any binding death benefit notice or non-binding nomination form;
 - (b) the Trustee must pay, or apply, the relevant benefit in accordance with the rules set out in the death benefit agreement; and
 - (c) clause 10 of this Deed applies to the payment of the relevant benefit.

9.3.2 A death benefit agreement need be executed only by the Trustee and the relevant Member or beneficiary. On execution, the terms of any death benefit agreement form part of the Deed. They are to be read together with this Deed and in accordance with the following rules:

- (a) a death benefit agreement replaces any previous death benefit agreement;
- (b) if there is a death benefit agreement, then any binding death benefit notice is to be treated as not in effect for the purposes of this Deed and of regulation 6.17A(4) of the SIS Regulations (but see also the next clause which can overrule this clause);
- (c) if there is any inconsistency between the death benefit agreement and the remaining provisions of this Deed, then the terms of the Death benefit agreement prevail to the extent of that inconsistency – except that clause 2.3 of this Deed prevails over the agreement; and
- (d) if part of the death benefit agreement is invalid because it directs the Trustee to pay part, or all, of the benefits to a person to whom those benefits may not be paid in accordance with superannuation law (**disallowed benefits**) then:
 - (i) clause 9.3.1(b) does not apply in respect of the disallowed benefits;
 - (ii) clauses 9.3.1(a), and 9.3.2 (a) to 9.3.2 (c) apply to any part of the death benefit agreement which remains valid (and to the payment of death benefits other than disallowed benefits); and
 - (iii) clauses 9.3.2 (a) to 9.3.2 (c) apply for the purpose of determining the disallowed benefits, and the disallowed benefits must be paid in accordance with the remainder of this clause 9.

9.4 Binding Death Benefit Notice Payment Arrangements

After the death of a Member or Beneficiary who has given the Trustee a Binding Death Benefit Notice, the Trustee must comply with that notice subject to clauses 9.2 and 9.3.

9.5 Non-Binding Death Benefit Notice Payment Arrangements

If after the death of a Member or Beneficiary, not all Death Benefits have been paid or applied in accordance with the Death Benefit Agreement or Binding Death Benefit Notice, then the Trustee must pay or apply the relevant benefit in a way that the Trustee thinks fit in accordance with the following Rules:

- 9.5.1 If the Member or Beneficiary has left dependants, then the Trustee must pay or apply the benefit to or for the benefit of any one or more of the dependants of the Member or Beneficiary a legal person or personal representatives of the Member or Beneficiary. The Trustee may do so in any proportions the Trustee thinks fit and may take into account the Member's wishes contained in a non-binding nomination form.
- 9.5.2 If the Member or Beneficiary has not left any dependants but does have a legal personal representative, then the Trustee must pay the benefit to the legal personal representatives of the Member or Beneficiary.
- 9.5.3 If the Member or Beneficiary has not left any dependants and has no legal personal representative, then the Trustee may pay or apply the benefit to or for the benefit of any individual at the Trustee's discretion. The Trustee may do so in any proportions the Trustee thinks fit.
- 9.5.4 If the Trustee has not paid or applied the benefit to or for the benefit of any person under the proceeding sub-clauses 9.5.1, 9.5.2 and 9.5.3, then the Trustee must treat the benefit as a forfeited benefit entitlement.

9.6 Death of Member or former Member

If a Member or former Member who has become entitled to a lump sum benefit dies before the payment is made, then the Trustee must pay the amount in accordance with clauses 9.2 to 9.5.

9.7 Discharge of Trustee

The receipt by a dependant, legal personal representative, relative or other person of any part of a benefit under either of the previous clauses 9.2 to 9.6 discharges the Trustee from liability in relation to it. The Trustee is not responsible for seeing to its application.

9.8 Total and permanent disablement benefit

The Trustee must pay a benefit to a Member whom the Trustee believes to be totally and permanently disabled unless requested otherwise by the Member. The benefit may be either of the following:

- 9.8.1 A lump sum equal to the full amount standing to the credit of the accumulation account or pension account of the Member; or
- 9.8.2 One or more pensions or annuities representing that amount.

9.9 Temporary total disablement benefit

9.9.1 The Trustee must pay a benefit to a Member whom the Trustee believes to be temporarily totally disabled unless requested otherwise by the Member. The benefit must be in the form of a pension or annuity that represent the following amounts:

- (a) In the case where the Trustee is entitled to a benefit under an insurance policy in relation to the Member's temporary total disablement, the amount payable to the Trustee; or
- (b) In any other case, the amount decided by the Trustee, provided it does not reduce the minimum withdrawal benefit of the Member under superannuation law.

The Member is not entitled to commute any part of this benefit.

9.9.2 The Trustee must cease paying the benefit for temporary total disablement:

- (a) In a case where the Trustee is entitled to benefit under an insurance policy in relation to the Member's temporary total disablement, when the Trustee ceases to be entitled to that benefit; or
- (b) In any other case, when the Member ceases to be temporarily totally disabled, or reaches normal retirement age, or becomes entitled to another benefit under this Deed or requests that the benefit ceases to be paid.

9.9.3 The Trustee must pay the benefit in respect of temporary total disablement in the following way:

- (a) In a case where the Trustee is entitled to benefit under an insurance policy in relation to the Member's temporary total disablement, in the way the benefit is paid by the insurer; or
- (b) In any other case, in the way the Trustee decides.

9.9.4 A Member may suspend his or her contributions during a period while he or she is receiving a benefit in relation to temporary total disablement.

9.9.5 A Member does not cease being a Member because he or she is receiving a benefit in respect of temporary total disablement.

9.10 Retirement benefits

9.10.1 The Trustee may pay a Member the retirement benefit at the Member's request if either of the following applies:

- (a) The Member retires from employment with their employer on or after reaching normal retirement age; or
- (b) The Member becomes entitled under superannuation law to the payment of a benefit despite still being employed.

The Trustee must pay the benefit in any form permitted by superannuation law, including in the form of a lump sum representing the amount standing to the credit of the Member's accumulation account or pension account. However, the Trustee may elect to use part or all of that amount, instead, to purchase one or more pensions or annuities decided on in consultation with the Member. The Trustee must immediately inform Members of the election.

9.10.2 On request by a Member, the Trustee must pay a benefit to that Member in each of the following cases:

- (a) The Member ceased to be employed before normal retirement age, but has reached the relevant preservation age;
- (b) The Member retired from an arrangement under which the Member was gainfully employed and has reached 60 or another age prescribed by superannuation law; or
- (c) In any other case as permitted by superannuation law.

The Trustee must pay the benefit in any form permitted by superannuation law, including in the form of a lump sum representing the amount standing to the credit of the Member's accumulation account or pension account. However, the Trustee may elect to use part or all of that amount, instead, to purchase one or more pensions or annuities decided on in consultation with the Member. The Trustee must immediately inform Members of the election.

10. Payment of benefit

10.1 Notice of payments and claims

10.1.1 The Trustee may give notice that a benefit is payable to the following persons:

- (a) If the benefit is payable to a Member, to that Member;
- (b) If the benefit is payable on the death of a Member, to the nominated beneficiary, the reversionary beneficiary, the legal personal representatives of the Member, known dependants of the Member and any other person the Trustee reasonably believes may have an entitlement or interest in the benefit; or
- (c) In any other case, any persons the Trustee reasonably believes may have an entitlement or interest in the benefit.

10.1.2 The Trustee may give a person written notice of the time within which that person may claim an entitlement to the benefit and of how to make that claim. If the person satisfies the Trustee that he or she is entitled to a benefit, the Trustee must notify any persons to whom a notice was required to be sent under clause 10.1.1 to enable them to object to a payment to that person. If no objection is received or the specified period for objecting has passed, the Trustee must pay the relevant part of the benefit to that person.

- 10.1.3 If a person makes a claim out of time to an entitlement to a benefit, the Trustee is not bound to make any payment to that person.
- 10.1.4 The Trustee must give the Regulator a statement of any unclaimed benefits and must pay them to the Regulator as required by superannuation law.

10.2 Payments – general

- 10.2.1 Either the Trustee or an insurer or other appropriate body must deduct any tax that is payable in relation to a benefit before that benefit is paid.
- 10.2.2 The Trustee may send a benefit to the postal address that the person entitled to it has last notified to the Trustee, or to the bank account into which that person has asked the benefit to be paid, or to some other place the Trustee decides on.
- 10.2.3 A person to whom a benefit becomes payable must notify the Trustee of his or her full residential address, and of any change in that address. He or she must also notify the Trustee of a bank account into which he or she asks the benefit to be paid.
- 10.2.4 On request by the Trustee, a person to whom a benefit is paid must give the Trustee a receipt and release for the payment in the form required by the Trustee.

10.3 Person under legal disability

- 10.3.1 If a person to whom the Trustee is to pay any part of a benefit is under a legal disability, or the Trustee believes that it would be in that person's best interests for the Trustee not to make the payment to that person, the Trustee may make the payment in any of the following ways as the Trustee thinks fit:
- (a) To or for the maintenance, education, advancement, support or benefit of the person on any conditions; or
 - (b) To, and for the benefit of, another person who appears to the Trustee to be any of the following: the Trustee, spouse, child, parent or guardian of the person, or a person having custody of that person.
- 10.3.2 The receipt by a person of a payment in accordance with clause 10.3.1 discharges the Trustee from liability in relation to it. The Trustee is not responsible for seeing to its application.

10.4 Transfer of assets

With the consent of a Member or beneficiary to whom a benefit is payable, the Trustee may, instead of paying or transferring cash, transfer investments of equivalent value to the Member or beneficiary or to the Trustee of the relevant approved benefit arrangement.

11. Forfeiture of benefit entitlements

Note: Forfeiture accounts are now generally prohibited. Maddocks recommends that you seek professional advice before establishing such an account.

11.1 Forfeiture account

The Trustee may establish or maintain a forfeiture account into which the Trustee must pay any amount forfeited under this Deed. Money held in that account does not form part of an accumulation account or pension account. The Trustee must credit any income from that money to the forfeiture account.

11.2 Circumstances of forfeiture

11.2.1 All benefit entitlements of a person are forfeited in each of the events in clauses (a) to (f) — unless the Trustee has determined otherwise within six months after the relevant event. The Trustee's determination has effect from the date specified by the Trustee which may be a date before the date of the event:

- (a) The person assigns or charges, or attempts to assign or charge a benefit entitlement, except in accordance with superannuation law;
- (b) The person's interest in a benefit entitlement becomes payable to or vested in another person or a government or public authority;
- (c) The person is or becomes insolvent or has committed or commits an act of bankruptcy;
- (d) The person is unable personally to receive or enjoy any part of the entitlement;
- (e) In the Trustee's opinion, the person is incapable of managing his or her affairs; or
- (f) In the Trustee's opinion, the person is guilty of fraud or dishonesty.

11.2.2 This clause does not apply to the extent that it would be made ineffective by the *Bankruptcy Act 1966* or superannuation law.

11.3 Forfeiture of residue

A person forfeits the residue in an accumulation account or pension account if the Trustee is satisfied that the person has been paid all benefits that he or she is entitled to be paid under this Deed.

11.4 Application of forfeiture account

The Trustee may pay or apply forfeited money held in the forfeiture account in any one or more of the following ways in accordance with superannuation law:

- 11.4.1 To or for the benefit of the relevant person or the dependants of the relevant Member in any proportions the Trustee decides on;
- 11.4.2 To the Trustee of the relevant Member's estate;
- 11.4.3 To or for the benefit of other Members or their dependants who have rights to receive benefits under this Deed;
- 11.4.4 To provide additional benefits to other Members or their dependants in accordance with superannuation law;
- 11.4.5 To the equalisation account (if any);
- 11.4.6 To any employees of the Member or former Member the Trustee thinks appropriate; or
- 11.4.7 To any other person or entity the Regulator approves in writing.

11.5 Limit in relation to payments to Member or dependants

The Trustee must not make a payment under clause 11.4 to a Member who is still being employed by an employer, except for the purpose of relieving the hardship of that Member or his or her dependants.

11.6 Possible adjustment to entitlements

If the event that gave rise to forfeiture of an entitlement in respect of a Member ceases to affect that Member, the Trustee may re-establish any rights in the Member that the Trustee thinks fit. They must not be greater than they were before the forfeiture.

12. Provisions relating to the *Family Law Act*

12.1 Payment splits

- 12.1.1 If the Trustee receives a splitting agreement or court order under Part VIII B of the Family Law Act, then provided the agreement or court order has been properly served and subject to superannuation law, the Trustee may:
- (a) Vary the relevant Member's benefit or benefit entitlement on such bases (including by commutation of any pension having regard to the advice of an actuary) and at any time the Trustee determines from time to time, to the extent permitted by superannuation law; and
 - (b) Make a payment to the non-Member spouse or a transfer in respect of the non-Member spouse in accordance with clause 12.3.
- 12.1.2 The Trustee may as it determines from time to time subject to superannuation law, make rules dealing with:
- (a) The valuation of a non-Member spouse's benefit or benefit entitlement (including any adjustments);
 - (b) The timing of the calculation of the non-Member spouse's benefit or benefit entitlement; or
 - (c) Other matters relating to the payment split or the non-Member spouse's benefit or benefit entitlement.
- 12.1.3 If the Trustee is required by superannuation law or considers that it is appropriate to defer giving effect to a payment split, then provided the splitting agreement has been served properly, the Trustee must:
- (a) Record the existence of the agreement or court order; and
 - (b) Keep a record of the non-Member spouse's benefit or benefit entitlement on such basis (including a notional basis) and in such manner as the Trustee determines from time to time subject to superannuation law.

12.2 Flagging agreements

- 12.2.1 If the Trustee receives a flagging agreement or court order under Part VIII B of the Family Law Act, then provided the agreement or court order has been properly served, the Trustee must:
- (a) Record the existence of the agreement or court order; and
 - (b) Defer payment of the benefit to or in respect of the relevant Member until the agreement or court order is lifted.

12.3 Transfer of non-Member spouse interests

- 12.3.1 If the Trustee receives a splitting agreement or court order under Part VIII B of the Family Law Act, the agreement or court order has been validly served, then if any amount becomes payable in respect of the non-Member spouse under that agreement or order:
- (a) The Trustee must pay that amount to the non-Member spouse – if the non-Member asks for that payment in writing; or
 - (b) The Trustee must transfer that amount to another fund (including an eligible rollover fund) in respect of that non-Member spouse if the non-Member asks for that transfer in writing.

- 12.3.2 Any payment amount under this clause must be in accordance with superannuation law. The receipt by the non-Member spouse or the Trustee of that other fund will sufficiently discharge the Trustee of its liability in respect of that non-Member spouse.

12.4 Refusal to admit as Member

Provided that the Trustee acts in accordance with superannuation law, the Trustee may refuse to admit a non-Member spouse as a Member of the Fund.

13. Trustee's powers

13.1 Powers and discretion

13.1.1 The Trustee has all the powers in relation to the assets of the Fund that the Trustee would have if the Trustee were the legal and beneficial owner of those assets. It also has all the powers that a Trustee has at law and the powers specifically conferred on the Trustee by this Deed.

13.1.2 The Trustee has an absolute discretion in relation to exercising or not exercising any power under this Deed or at law, and in relation to the way in which any power is exercised. The Trustee's decision on such a matter is final and binding.

13.2 Delegation of power and directions

13.2.1 The Trustee may delegate to another person, including one or more Trustees or one or more directors of the Trustee, any power or duty on any terms the Trustee thinks fit. The Trustee may alter or revoke any delegation.

13.2.2 The Trustee is not subject to direction in exercising any power under this Deed or at law, except to the extent indicated under superannuation law.

13.3 Specific powers

13.3.1 To exclude any possible doubt, the Trustee has the power to do any of the following to the extent allowed by superannuation law:

- (a) To borrow money, on security or not;
- (b) To underwrite or sub-underwrite risks, contingencies or liabilities under a superannuation arrangement conducted by an employer under an agreement for the transfer of employees to the Fund;
- (c) To indemnify a person;
- (d) To open and operate bank accounts in the usual way, and to draw, make, accept, endorse, discount, execute, issue or otherwise deal with all forms of negotiable or transferable instruments and to enter into any bill facilities or other form of banking facilities; and
- (e) To do anything the Trustee considers necessary or desirable in connection with performing its obligations under this Deed.

13.4 Limit on borrowing

The Trustee must not (except as provided by this deed in clause 13.6 and superannuation law):

- 13.4.1 borrow money; or
- 13.4.2 maintain an existing borrowing of money.

13.5 Trustee may grant security over asset

The Trustee may, to the extent allowed by superannuation law, mortgage, pledge, charge, assign or otherwise provide as security, any asset of the Fund for the purpose of the Trustee borrowing or maintaining a borrowing of money including (without limitation) for the purpose of a "limited recourse borrowing arrangement" referred to clause 13.6.

Note: there are strict requirements which must be met for a borrowing, any associated mortgaging or charging of assets, to be lawful (see part 7 of the SIS Act). A breach of those requirements is a strict liability offence (see Part 7 of the SIS Act). It is recommended that you seek professional advice before entering into any arrangements under which the Fund borrows money or mortgages or charges its assets.

13.6 When borrowing is allowed (including "limited recourse borrowing arrangements")

13.6.1 The Trustee may borrow or maintain a borrowing of money in any one or more of the following cases:

- (a) to enable the Trustee to pay a surcharge or advance instalment which the Trustee is required to pay under the *Superannuation Contributions Tax (Assessment and Collection) Act 1997* – as long as the borrowing complies with section 67(2A) of the SIS Act;
- (b) to enable the Trustee to settle a transaction to acquire any one or more of the securities listed in section 67(3)(a) of the SIS Act – as long as the borrowing complies with all of the requirements of section 67(3) of the SIS Act;
- (c) under an arrangement (a "limited recourse borrowing arrangement") which the Trustee enters, or has entered into, in which the money borrowed is, or has been, used to acquire an asset that superannuation law allows the Trustee to acquire – as long as the borrowing complies with Part 7 of the SIS Act.

13.6.2 Clause 13.6.1 does not limit the circumstances in which the Trustee may borrow or maintain a borrowing of money.

Note: there are strict requirements which must be met for a borrowing, any associated mortgaging or charging of assets, to be lawful (see part 7 of the SIS Act). A breach of those requirements is a strict liability offence (see Part 7 of the SIS Act). It is recommended that you seek professional advice before entering into any arrangements under which the Fund borrows money or mortgages or charges its assets.

13.7 Insurance

13.7.1 The Trustee may arrange one or more insurance policies with one or more insurers to secure the benefit of a Member. A policy may be a group policy or an individual policy.

13.7.2 The Trustee is not bound to arrange one or more insurance policies, except where the Trustee has informed the Member or beneficiary that the Trustee will arrange a policy of a specified type and amount and the Member or beneficiary has not asked the Trustee in writing not to do so, or has withdrawn his or her request for the Trustee to arrange that policy. Even so, the Trustee is not bound to arrange a policy that the Trustee is unable to arrange.

13.7.3 If an insurer will only insure a Member or beneficiary on conditions that are inconsistent with the conditions in respect of a benefit payable in respect of the Member or beneficiary, the Trustee may impose the policy conditions on that benefit despite the conditions stated in this Deed.

13.8 Powers – general

13.8.1 The Trustee may exercise any power under this Deed or at law despite the fact that the Trustee has a direct or indirect interest in the exercise of that power, or may benefit directly or indirectly from its exercise.

- 13.8.2 A Trustee and any director of the Trustee must disclose a conflict of interests of the type described in clause 13.8.1 in accordance with superannuation law.

13.9 Benefits transfers

- 13.9.1 On written request by a Member or beneficiary, the Trustee may transfer to the Trustee of an approved benefit arrangement any part of the amount in the Fund that represents the Member's or beneficiary's benefit or benefit entitlement (including any amount in a pension account). The Trustee may only do so if the following conditions are met:
- (a) The Member or beneficiary is eligible to join or has joined the arrangement;
 - (b) The Trustee is satisfied that the transfer complies with superannuation law; and
 - (c) The amount the Trustee transfers must not exceed the amount in the Member's or beneficiary's accumulation account, except to the extent of any amount that the Trustee decides to add to that account from the equalisation account (if any) under clause 4.5.
- 13.9.2 The Member or beneficiary must complete and execute any documents required by the Tax Act for the transfer to be completed as a roll over payment. A receipt from the approved benefit arrangement discharges the Trustee from all liability in respect of the amount transferred. The Trustee is not responsible for seeing to the application of that amount by the approved benefit arrangement. On completion of the transfer, the Member or beneficiary (and anyone entitled to claim in any way in respect of that person) ceases to have any rights against the Trustee or the Fund in respect of the relevant amount.
- 13.9.3 The Trustee may transfer to the Trustee of an approved benefit arrangement that is a successor fund to the Fund under superannuation law any part of the amount in the Fund that represents a benefit entitlement. The consent of the Member or beneficiary is not required. Nor is it necessary that the Member already be a Member of the successor Fund.
- 13.9.4 In accordance with superannuation law, the Trustee may transfer to an eligible roll over fund any part of the amount in the fund that represents a Member's or beneficiary's benefit entitlement. The Trustee must do so if superannuation law requires it.
- 13.9.5 With the consent of a Member or beneficiary to whom or in respect of whom a transfer is to be made under this clause 13.9, the Trustee may, instead of paying or transferring cash, transfer investments of equivalent value to the Member or beneficiary or to the Trustee of the relevant approved benefit arrangement.
- 13.9.6 The Trustee may take over or acquire by transfer from an approved benefit arrangement any part of the assets of that arrangement that represent the interest of a participant in that arrangement who has become or is to become a Member or beneficiary of the Fund. The Trustee will hold the amount on trust for that person in the relevant accumulation or pension account. The person will have rights in respect of that amount that are equivalent to the rights he or she had under the approved benefit arrangement. The Trustee may decide that the person is to be treated as having been a Member of the Fund from the time he or she became a Member of the approved benefit arrangement.

14. Fund Administration

14.1 Dealing with money received

The Trustee must ensure that any money received by the Fund is dealt with as soon as practicable in one of the following ways:

- 14.1.1 Deposited to the credit of the Fund in an account kept with a bank, friendly society, building society, or other similar body chosen by the Trustee or otherwise invested in accordance with clause 6;

- 14.1.2 Paid to the credit of an insurer for the payment of premiums in relation to a policy of insurance effected by the Trustee for the purposes of the Fund; or
- 14.1.3 Paid into the trust account of a lawyer, accountant or investment manager appointed in accordance with this Deed.

14.2 Money and other assets to be kept separate

The Trustee must ensure that money and other assets of the Fund are kept separate from those held by the Trustee personally and not for the Fund's members.

14.3 Effect of receipts

A receipt given by the Trustee or the secretary of the Fund or another person authorised by the Trustee in writing to issue receipts is a sufficient discharge to the person by whom money is paid to the Fund.

14.4 Employers to provide information to Trustee

On written request by the Trustee, an employer must give the Trustee any information which it has or can obtain that is, in the Trustee's opinion, necessary or desirable for managing and administering the Fund. The Trustee may act on that information and is not required to verify it.

14.5 Compliance

The Trustee must comply with superannuation law and with any directions of the Regulator in relation to the Fund.

14.6 Trustee may not charge fees

The Trustee must not charge any fees in relation to acting as Trustee under this Deed or performing any services in respect of the Fund.

14.7 Trustee entitled to be reimbursed for expenses

The Trustee is entitled to be reimbursed from the Fund for all expenses, taxes, levies, charges, fees and other amounts necessarily or reasonably incurred in acting as Trustee under this Deed.

14.8 Trustee to keep records and accounts

The Trustee must keep proper records and accounts of all money received by the Fund and paid out by it, including adequate details of all dealings by the Fund in connection with that money.

14.9 Trustee to collect money owing to the Fund

The Trustee must ensure that money owing to the Fund is collected promptly and dealt with in accordance with this Deed.

14.10 Trustee to keep records, accounts, books etc

The Trustee must ensure that all records, books, accounts, minutes, reports and other documents are maintained and kept safe in accordance with superannuation law for the period required by that law.

14.11 Documents to be prepared

The Trustee must ensure that each of the following is prepared in respect of the Fund in accordance with superannuation law:

- 14.11.1 A statement of its financial position;
- 14.11.2 An operating statement; and
- 14.11.3 Any other account or statement required by superannuation law.

14.12 Assets to be valued at Market Value

When preparing the documents set out in clause 14.11 the Trustee must ensure that the Fund's assets are valued at their Market Value.

14.13 Annual return

The Trustee must ensure that an annual return and any other documents required under superannuation law are prepared and lodged with the Regulator in accordance with that law.

14.14 Audit

The Trustee must arrange for the books, accounts and records of the Fund to be audited annually or as required by superannuation law by an auditor qualified in accordance with superannuation law.

14.15 Disclosure requirements

The Trustee must ensure that information and documents are provided to each of the following persons in accordance with the requirements of superannuation law:

- 14.15.1 Employers;
- 14.15.2 The Regulator;
- 14.15.3 The actuary (if one is appointed);
- 14.15.4 The auditor; and
- 14.15.5 Any other person.

14.16 Availability of books and records

The Trustee must ensure that the books of the Fund and information relating to it are available for inspection and copying, and that access is provided to premises where the books and information are available to be inspected and copied, in accordance with superannuation law.

14.17 Availability of Deed and documents

The Trustee must ensure that this Deed and any other documents (or copies of the Deed and documents) are made available for inspection by a Member, or by a beneficiary on the beneficiary's request, as required by superannuation law. It is sufficient if they are available for inspection at the place of business of a Trustee.

14.18 Appointment of auditor

The Trustee may appoint a suitably qualified person as auditor of the Fund.

14.19 Appointment of actuary

The Trustee may appoint as actuary of the Fund:

- 14.19.1 An actuary who is a Fellow of the Institute of Actuaries of Australia;
- 14.19.2 A Member of a firm or company of which at least one Member or director is a Fellow of the Institute of Actuaries of Australia; or
- 14.19.3 An auditor who is appropriately qualified and is independent according to criteria specified by superannuation law.

14.20 Appointment of administration manager, investment manager, custodian

The Trustee may appoint one or more suitably qualified persons to act, in relation to the Fund or a specified part of the Fund, an investment manager, administration manager and, or alternatively, a custodian.

14.21 Superannuation law to be observed

Any appointment by the Trustee must be in accordance with superannuation law.

14.22 Trustee may remove person from office

The Trustee may remove from office a person the Trustee has appointed to an office.

14.23 Trustee not bound by advice

Except to the extent required by superannuation law, the Trustee is not bound to follow the advice of a person the Trustee has appointed.

14.24 Liability of the Trustee is limited

Where the Trustees are individuals, to the extent allowed by superannuation law, neither the Trustee nor an employee of the Trustee is liable for anything done or not done in connection with acting as Trustee, unless at least one of the following applies:

- 14.24.1 The Trustee failed to act honestly;
- 14.24.2 The Trustee intentionally or recklessly failed to exercise the degree of care required; or
- 14.24.3 The Trustee incurred a monetary penalty under a civil penalty order made in accordance with superannuation law.

14.25 Liability of the Trustee is limited

Where the Trustee is a constitutional corporation, to the extent allowed by superannuation law, neither the Trustee nor any of its directors, officers or employees is liable for anything done or not done in connection with acting as Trustee, unless at least one of the following applies:

- 14.25.1 The person fails to act honestly;
- 14.25.2 The person intentionally or recklessly fails to exercise the degree of care and diligence the person is required to exercise; or
- 14.25.3 The person incurs a monetary penalty under a civil penalty order made in accordance with superannuation law.

14.26 Indemnity

To the extent allowed by superannuation law, the Trustee (and, if the Trustee is a constitutional corporation then each of its directors and its officers and employees) is entitled to an indemnity from the Fund in all cases where the person is not liable under the preceding clause. The Trustee has a lien on the assets of the Fund for this purpose.

14.27 Other persons who may act

- 14.27.1 Subject to superannuation law, the Trustee may appoint the following persons to act as a Trustee or director of the Trustee of the Fund:
 - (a) The legal personal representative of a deceased Member, from the date of the Member's death until the Member's death benefits begin to be paid;

- (b) The legal personal representative of a Member, while he or she holds an enduring power of attorney in respect of the Member or while the Member is under a legal disability;
- (c) Where the Trustees are individuals, the legal personal representative, parent or guardian of a Member who is a minor; or
- (d) Any other person if the superannuation law allows that person to be a Trustee or director of the Trustee and the Fund would remain a self-managed superannuation fund.

14.27.2 If there is no person willing and able to act as Trustee, including on account of the death of all Members, the legal personal representative of the last surviving Member may make more appointments under clause 14.27.1.

14.28 Continuity of office

When a person ceases to be a Trustee or becomes a Trustee, any other person acting as Trustee must do everything necessary to vest the Fund in the new or remaining Trustees and must deliver all records and other books to the new or remaining Trustees.

14.29 Appointment of Trustee

- 14.29.1 The Trustee will determine who acts as Trustee in accordance with this Deed and superannuation law for the Fund to continue as a self-managed superannuation fund and will take the necessary steps to appoint or remove the persons or body to or from the office of Trustee. The Trustee may accept the Trustee's resignation in writing for this purpose.
- 14.29.2 The appointment or removal of a Trustee must be in writing and must immediately be advised to any other Trustee.
- 14.29.3 Where the Trustee is unable or unwilling to determine who will act as Trustee then the majority of Members of the Fund will determine who will act as Trustee. If there are no Members in the Fund, the former Members of the Fund (or their legal personal representatives) will determine who acts as Trustee of the Fund.

15. Miscellaneous

15.1 Winding-up

15.1.1 The Trustee may elect to wind up the Fund on a specified date in the following cases:

- (a) The Trustee decides to wind up the Fund; or
- (b) There are no longer any Members of the Fund.

The Trustee must elect to wind up the Fund on a specified date if the Regulator requires the Fund to be wound up.

15.1.2 After deducting from the assets of the Fund the costs of administering and winding up the Fund, the Trustee must pay the benefits in the following order to the extent that the assets of the Fund are sufficient to do so:

- (a) Benefits to which Members, former Members or their dependants are entitled but which they have not been paid on the day before the termination date; and
- (b) Additional benefits to Members, former Members or their dependants as the Trustee thinks appropriate.

15.2 Legal rights of Member not affected by this Deed

Nothing in this Deed affects any right a person may have to claim compensation or damages at common law or under statute.

15.3 Variation

- 15.3.1 The Trustee may vary this Deed either prospectively or retrospectively. The Trustee may do so by written resolution or Deed. If superannuation law requires it, the Trustee must promptly give a certified copy of the resolution or a copy of the Deed to the Regulator.
- 15.3.2 The Trustee does not have power to vary this Deed so as to do either of the following:
- (a) Adversely alter the rights of a Member to accrued benefits or the amount of those accrued benefits that arise before the variation is effected; or
 - (b) Reduce the amount of any other entitlement that is or may become payable in relation to a time before the date of the variation.
- 15.3.3 However, clause 15.3.2 does not apply if the reduction is necessary to enable the Fund to comply with superannuation law or if each affected Member, or the Regulator, consents in writing to the reduction.
- 15.3.4 The Trustee also does not have power to vary this Deed in a way that would have either of the following effects:
- (a) Unless the Trustee is a corporation, altering the purpose of the Fund so that it is no longer solely or primarily the provision of old age pensions under superannuation law; or
 - (b) Unless the sole or primary purpose of the fund is to provide old age pensions to Members, allowing any person except a corporation to be appointed Trustee of the Fund.
- 15.3.5 If superannuation law requires it, the Trustee must inform Members and beneficiaries in writing of the nature and purpose of the variation and its effect on their entitlements or rights. The Trustee must do so in accordance with superannuation law.

15.4 Dispute resolution

If superannuation law requires it, the Trustee must establish a system complying with that law for dealing with enquiries and complaints from Members, beneficiaries and dependants.

15.5 Interpretation

A reference in this Deed to:

- 15.5.1 A statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them;
- 15.5.2 A person includes a firm, partnership, joint venture, association, corporation or other corporate body;
- 15.5.3 A person includes the legal personal representatives, successors and assigns of that person;
- 15.5.4 Anybody which no longer exists or has been reconstituted, renamed, replaced or whose powers and functions have been removed or transferred to another body or agency, whether expressly or impliedly, is a reference to the body which most closely serves the purpose or objects of the first-mentioned body;

- 15.5.5 A clause, schedule or appendix is reference to a clause, schedule or appendix in or to this Deed;
- 15.5.6 This or any other document includes the document as varied or replaced regardless of any change in the identity of the parties;
- 15.5.7 The singular includes the plural and vice versa; and
- 15.5.8 A gender includes the other gender.

15.6 Proper law

This Deed is governed by and is to be construed in accordance with the laws of the State or Territory in which this Deed is executed. The parties consent to the exercise of jurisdiction by the courts of that place.

Schedule 1

Form of Product Disclosure Statement

The Product Disclosure Statement begins on the next page

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Documentation to be signed and kept by you

- SMSF Particulars
- Fee Schedule
- SMSF Timeline
- Trustee Minutes
- Trustee Declaration
- Product Disclosure Statement Information
- Certificate of Compliance
- Investment Strategy
- ATO Trustee Declaration

SELF MANAGED SUPERANNUATION FUND (SMSF) PARTICULARS

Documentation to establish your own SMSF is enclosed and includes the following:

Trust Deed

The Trust Deed evidences the existence of your SMSF and establishes the rules of operation for the Fund.

Appointment of Trustees

The Trustees of your SMSF are detailed in Schedule 2 of the Trust Deed enclosed. The Trustees are responsible for making all decisions relevant to the operation of your SMSF ensuring that it complies with all legal obligations.

Product Disclosure Statement to Initial Members

The members of your SMSF are detailed in Schedule 2 of the Trust Deed enclosed. A Product Disclosure Statement is enclosed addressed to all members of the Fund outlining the important aspects of membership, including the ability to make contributions and accessing benefits from the Fund.

Investment Strategy

Your SMSF must have an investment strategy detailing the investment objectives of the fund and the investment methodology the Fund will implement to achieve these objectives. We have enclosed an example of an investment strategy. You may adopt the Example Investment Strategy for your Fund or modify it if you deem necessary.

Election to become a regulated superfund

An election to have your SMSF regulated by the Australian Taxation Office will be lodged electronically once you return the enclosed documentation. The election is necessary in order for your SMSF to qualify for concessional taxation treatment. The election includes an application for a Tax File Number and Australian Business Number.

SMSF Bank Account

Your SMSF is required to have its own bank account to receive the rollovers from your existing Superfund and to meet expenses such as taxes and fees. The Bank Account must be kept entirely separate from the personal bank accounts of Members. The Bank Account used for your SMSF is a CBA Accelerator Cash Account, one of Australia's most reputable Banks. Documentation to establish your Fund's CBA Accelerator Cash Account is enclosed for signing.

SMSF Share Trading Account

Your SMSF is required to have its own Share Trading Account in order to buy and sell equities. You have selected CommSec as your preferred Trading Platform. ESUPERFUND provides clients with the ability to trade shares for their SMSF using the CommSec Trading Platform. Documentation to establish a Share Trading Account for your SMSF using CommSec is enclosed for signing.

Rolling over your existing super

A step by step guide on how to rollover your existing superannuation benefits to your SMSF will be provided to you by ESUPERFUND in the welcome package on the establishment of your SMSF.

Investing your SMSF Monies

All investment decisions must be made in accordance with the documented investment strategy of the Fund. Broadly speaking your SMSF can invest in areas such as cash, shares, managed funds and residential property. The responsibility to invest your superannuation once it has been rolled over into your SMSF bank account is yours.

Fees and charges

You have agreed for ESUPERFUND to attend to the annual administrative requirements for your SMSF for only \$699 per annum (GST inclusive) payable annually each year. To enable the annual payment to be processed you will need to sign the enclosed Authority. The annual payment will be made from your CBA Accelerator Cash Account.

Special Offer

We confirm that your Fund's 2015 ESUPERFUND Annual Fee is FREE. Accordingly the processing of the Fund's first annual payment will be on the 02 January 2016 and will relate to ESUPERFUND attending to your Fund's 2016 Annual Compliance Requirements. Please refer to the Fee Schedule enclosed to the timing of your ESUPERFUND Annual fees.

Our Compliance Obligations

ESUPERFUND use only qualified accounting staff ensuring that your compliance obligations are professionally and accurately handled.

Identification Requirements to establish your SMSF

We advise that all clients who wish to establish a SMSF are required to provide a certified copy of identification. An original certified copy of a **current Drivers Licence** or an **Australian Passport** certified by a "Prescribed Person" will be sufficient forms of identification.

A list of who is a "Prescribed Person" and other forms of Identification that can be provided with the Application form can be found in the section of the enclosed application form titled "Accelerator Cash Account Certified Copies of ID Form".

Please ensure that the following details on the application forms match the information on your ID provided.

Full Name
Date of Birth
Signature
Address (if applicable)

Disclosures

Important disclosure information about ESUPERFUND and the operation of your SMSF are provided at the bottom of our website at www.esuperfund.com.au. These disclosures include the following:

- ESUPERFUND Financial Services Guide (FSG) and Privacy Policy
- ESUPERFUND Terms and Conditions
- CBA Accelerator Product Disclosure Statement (PDS)
- CommSec FSG, Terms and Conditions and CHES Sponsorship

Please ensure that you have read these documents.

Fee Schedule:

Timing of the ESUPERFUND Annual Fee for your SMSF:

| Financial Year | Annual Fee Payable |
|---------------------|--------------------|
| 2015 Financial Year | FREE |
| 2016 Financial Year | January 2016 |
| 2017 Financial Year | January 2017 |
| 2018 Financial Year | January 2018 |
| and so on.... | January |

Timeline – Establishment Process for your SMSF

Please find below a step by step guide of the establishment process for your SMSF.

| Items to be established | Timeline (as a guide only) | Process |
|--|--|--|
| CBA Accelerator Cash Account | 1 – 2 weeks From returning the signed SMSF documentation to our office. | CBA will forward to you directly your SMSF CBA Accelerator Cash Account details including login and passwords. |
| CommSec Share Trading Account | 2 – 3 weeks From returning the signed SMSF documentation to our office. | CommSec will forward to you the Account Number and CHESS holding number (HIN) for your SMSF Share Trading Account 2 – 3 weeks from returning the signed SMSF documentation to our office. |
| Trustee(s) Role and Responsibilities ATO Documentation | 3 – 4 weeks From returning the signed SMSF documentation to our office. | The Australian Taxation Office (ATO) will forward to the Trustees the "Roles and Responsibilities as a Trustee" of a SMSF. |
| Welcome Package | 4 - 6 weeks From returning the signed SMSF documentation to our office. | ESUPERFUND will forward to you a welcome package on completion of the SMSF establishment process. The documentation will include the following: 1. The ABN and TFN registration Notices for your SMSF. 2. Documentation on how to Rollover your existing Superannuation Fund. 3. An Employee Standard Choice Form is included in the Welcome package to enable your SMSF to receive employer Super Contributions. |

Rancho Relaxo Superfund

Minutes of the Initial Meeting of the Trustees of the Rancho Relaxo Superfund

| | |
|---------|--------------------------------------|
| Venue | 10 Price Street NORTH LAKES QLD 4509 |
| Date | 31 October 2014 |
| Present | Scott John Moller Catrina Moller |
| Chair | Scott John Moller |

Establishment of the **Rancho Relaxo Superfund**

- 1 **Agreed** that it is the desire of the persons present to establish and maintain a fund of which the sole or primary purpose is to provide old age pensions to members of the fund on their retirement.
- 2 **Noted** that the persons present have agreed to act as first trustees of the fund in accordance with the proposed trust deed establishing the fund.
- 3 **Resolved unanimously** that:
 - the fund that is to be known and identified by the name the Rancho Relaxo Superfund be established as a superannuation fund;
 - the trust deed be executed by the trustees;
 - the fund be established as from the day the deed is executed;
 - the fund be a regulated superannuation fund under the *Superannuation Industry (Supervision) Act 1993*;
 - an 'Application to Register for The New Tax System Superannuation Entities' in respect of an Australian Business Number and an election to be a regulated superannuation fund be lodged with the Australian Taxation Office.

Membership

- 4 **Noted** that the initial members of the Fund are:
 - Scott John Moller
 - Catrina Moller
- 5 **Resolved unanimously** that:
 - the initial members are approved;
 - the members be advised;
 - that information be given to the members that the trustees reasonably believe the members would reasonably need for the purpose of understanding the main features of the fund; the management and financial condition of the fund; and the investment performance of the fund.

Appointment of fund accountant

- 6 **Resolved unanimously** that:
 - ESUPERFUND be appointed fund accountant and be the contact address for the fund.

Fund bank account

7 **Resolved unanimously** that:

- a bank account named the Rancho Relaxo Superfund be established and that the account and all dealings with the bank be operated by one or more of the trustees who will be the signatories to the account.

Documents

8 **Resolved unanimously** that:

- any of the trustees may sign receipts, acceptances, applications, contracts and other documents on the fund's behalf.

Contributions

9 **Resolved unanimously** that:

- contributions be received in respect of the members.

Fund auditor

10 **Resolved unanimously** that:

- ESUPERFUND or a representative nominated by ESUPERFUND be appointed auditor of the fund.

Investment Strategy

11 **Resolved unanimously** that:

- the Trustees take steps to formulate and implement an Investment Strategy for the Fund in accordance with the requirements of the Superannuation Industry (Supervision) Act 1993 and Regulations.

Election to be a Regulated Superannuation Fund

12 **Resolved unanimously** that:

- the Trustees make an irrevocable election in the approved format to the ATO that the superannuation fund is to be regulated superannuation fund in accordance with the Superannuation Industry (Supervision) Act 1993.

Tax File Number

13 **Resolved unanimously** that:

- an application for a tax file number for the Fund be made.

Australian Business Number

14 **Resolved unanimously** that:

- an application for an Australian Business Number be made.

There being no further matters to discuss, the meeting was closed.

Signed as a true record of the meeting

Date: 31 October 2014

Chairperson: _____


Scott John Moller



Rancho Relaxo Superfund

Individual Trustee Declarations

I, Scott John Moller make the following declarations:

- I have not been convicted of an offence against or arising out of a law of the Commonwealth, a State, a Territory or a foreign country, being an offence in respect of dishonest conduct.
- I have not had a civil penalty order made against me under the *Superannuation Industry (Supervision) Act 1993*.
- I am not an insolvent under administration.
- I have not been disqualified under section 120A of the *Superannuation Industry (Supervision) Act 1993*.

Date: 31 October 2014

Signed:



Scott John Moller
Trustee



Consent to Appointment as Trustee

I consent to being appointed as trustee of the Rancho Relaxo Superfund.

Date: 31 October 2014

Signed:



Scott John Moller




Rancho Relaxo Superfund

Individual Trustee Declarations

I, Catrina Moller make the following declarations:

- I have not been convicted of an offence against or arising out of a law of the Commonwealth, a State, a Territory or a foreign country, being an offence in respect of dishonest conduct.
- I have not had a civil penalty order made against me under the *Superannuation Industry (Supervision) Act 1993*.
- I am not an insolvent under administration.
- I have not been disqualified under section 120A of the *Superannuation Industry (Supervision) Act 1993*.

Date: 31 October 2014

Signed: 
Catrina Moller
Trustee



Consent to Appointment as Trustee

I consent to being appointed as trustee of the Rancho Relaxo Superfund.

Date: 31 October 2014

Signed: 
Catrina Moller



Rancho Relaxo Superfund

Product Disclosure Statement

| | |
|-------------------------|-------------------------------------|
| Trustee name(s): | Scott John Moller Catrina Moller |
| Member name(s): | Scott John Moller Catrina Moller |

Important information about the operation of your Self Managed Superannuation Fund is contained in the Product Disclosure Statement. The Product Disclosure Statement can be found at Schedule 1 of the enclosed Trust Deed in the section marked "Documents to be retained by you".

Rancho Relaxo Superfund

Certificate of Compliance

To whom it may concern

The Trustee(s) of the Fund certify/ies that the Fund:

- 1 Is a regulated superannuation fund under the *Superannuation Industry Supervision Act 1993 (SIS Act)*.
- 2 Is a complying superannuation fund within the meaning of section 42A of the SIS Act.
- 3 Is not subject to a direction under Section 63 of the SIS Act and is therefore able to accept employer contributions.
- 4 Is empowered by the Fund's trust deed to receive rolled over or transferred benefits and contributions from any source.
- 5 Has received consent to the rollover from the relevant member, as set out below, in accordance with r6.28(1)(b) of the *Superannuation Industry (Supervision) Regulations 1994*.

Date: 31 October 2014

Signed for and on behalf of the Trustee(s):

Signature of Trustee:  _____

Name: Scott John Moller



Signature of Trustee:  _____

Name: Catrina Moller



Investment Strategy for Rancho Relaxo Superfund

The SMSF Investment Strategy for the above named Fund is detailed below.

Overview

This Investment Strategy is created in compliance with the SIS Act. As part of this Investment Strategy the Trustees acknowledge that:

The Fund accepts employer and member contributions as the laws allow.

The Fund accepts transfers from other superannuation funds and from a spouse as the laws allow.

The Fund can invest in accordance with this Investment Strategy.

The Fund provides benefits to members upon retirement as the laws allow.

The Fund allows access to any unrestricted non-preserved benefits as the laws allow.

The Fund provides other activities as allowed by the laws and regulations from time to time.

Investment Objectives

The objective of the Fund is to maximise benefits for the purposes of providing Retirement Benefits to the Fund Members in accordance with the Trust Deed governing the Fund's operations. The Investment Objectives which have been considered by the Trustees of the Fund in formulating the Investment Strategy include:

The Trustee will act prudently to pursue the maximum rate of return possible, subject to acceptable risk and diversification parameters.

The Trustee will take into account the number of years to retirement of the Members when considering investment options.

The Trustee will establish a tolerance within the Fund to short term fluctuations in income and capital values given the profile of the Member's ages.

The Trustees will have proper regard to the risks associated with the investments given the Funds Objectives and cash flow requirements.

The Trustee will invest to ensure sufficient liquidity is retained within the Fund to meet benefit payments and other liabilities as they fall due.

The Trustees before investing in a particular asset will have proper regard to the balance between the risk and return, so as to maximize the rate of return on Member's entitlements subject to an appropriate level of risk.

Investment Review

The Investment Objectives of the Fund will be reviewed annually and at such other times as a significant event occurs which affects the Fund.

Investment Strategy

With regard to the investment objectives outlined above the Trustees have adopted to pursue an Investment Strategy aimed at accumulating over the long term some or all of the following asset classes:

ASX Listed Securities
ASX Listed and Exchange Traded Options
ASX Listed Warrants
International Listed Securities
Australian and International CFDs
Australian and International Managed Funds
Cash
Term Deposits
Bonds
Debentures
Other Cash Based Investments
Property Investment with or without borrowings
Physical Metals and Commodities
Foreign Exchange
Other Assets that the Trustee considers appropriate to the extent permitted by the Trust Deed and Super Laws.

Percentage Investment Range

The Trustees consider that no specific percentage range for each of the above asset classes should be adopted but that each asset class should be considered on its own investment merits having regard to an appropriate degree of diversification noting that diversification is only one factor to be considered in this strategy.

Single Asset Investment Strategy

A single asset strategy may be adopted by the Fund if the asset proposed to be invested in is considered by the Trustee to satisfy a core purpose of the Fund's Investment Objectives and provided that the Trustee is satisfied that no other benefit (excepting incidental benefits) is conferred upon members or associated parties.

Arms Length Basis

All investments by the Fund shall be on an arms length basis and will be acquired, maintained or disposed of on commercial terms at market rates of returns.

Maximising Member Returns

The Trustee considers that this Investment Strategy will fulfil the principal objective of maximising member returns having regard to risk and is consistent with the investment objectives of the Fund.

Limited Recourse Borrowings

The Trustee may borrow money under a limited recourse loan as provided for under sections 67A and 67B of the SIS Act. The Borrowings may be used for any permitted purpose including the purchasing, refinancing, repair and maintenance of an Acquirable Asset such as a Property.

Insurance

The Trustee notes that they cannot accept the transfer of an existing insurance policy from a member, or a relative of a member but may arrange new Insurance cover for members within the Fund.

Arranging insurance cover is an important part of the fund's investment strategy to provide benefits for members and their family. The Trustee has considered whether insurance, such as life insurance, income protection insurance and disability cover or other permissible cover should be held for one or more members. Arranging insurance cover will depend on the age, applicable premium and extent of cover appropriate and is subject to the availability of insurance in respect of a member. Whilst the trustee can generally claim a tax deduction for the insurance premium, excluding trauma cover, the trustee also takes into account the restricted tax deductibility of premiums for an "own occupation" definition for disability cover.

Paying Debts

The Trustee is obliged to pay tax, expenses and benefits on behalf of the Fund. The Trustee ensures that it holds sufficient cash (or readily realisable assets) to meet such obligations.

Personal Assets and Fund Assets to be kept separate


The Trustee must ensure that money and other assets of the Fund are kept separate from those held by the Trustee personally.

Revalue annually

When preparing the documents such as the statement of the Fund's financial position, the trustee must ensure that the Fund's assets are valued at their market value.

Review

The Trustees are to regularly review the Funds investment strategy and evidence this review in the minutes of trustee meetings held during the income year. The Trustees may review this strategy as required, but it will be reviewed at least annually.


.....
Scott John Moller


.....
Catrina Moller





Self-managed super fund trustee declaration

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

Fund name

| |
|-------------------------|
| Rancho Relaxo Superfund |
|-------------------------|

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

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

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

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

SOLE PURPOSE

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

TRUSTEE DUTIES

I understand that by law I must at all times:

- act honestly in all matters concerning the fund
- exercise skill, care and diligence in managing the fund
- act in the best interests of all the members of the fund
- ensure that members only access their super benefits if they have met a legitimate condition of release
- refrain from entering into transactions that circumvent restrictions on the payment of benefits
- ensure that my money and other assets are kept separate from the money and other assets of the fund
- take appropriate action to protect the fund's assets (for example, have sufficient evidence of the ownership of fund assets)
- refrain from entering into any contract or do anything that would prevent me from, or hinder me in, properly performing or exercising my functions or powers as a trustee or director of the corporate trustee of the fund
- allow all members of the fund to have access to information and documents as required, including details about
 - the financial situation of the fund
 - the investments of the fund
 - the members' benefit entitlements.

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

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

Investment restrictions

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

- lending money of the fund to, or providing financial assistance to, a member of the fund or a member's relative (financial assistance means any assistance that improves the financial position of a person directly or indirectly, including the provision of credit)
- acquiring assets (other than business real property, listed securities, certain in-house assets and acquisitions made under mergers allowed by special determinations or acquisitions as a result of a breakdown of a relationship) for the fund from members or other related parties of the fund
- borrowing money (or maintaining an existing borrowing) on behalf of the fund except in certain limited circumstances (while limited recourse borrowing arrangements are permitted, they can be complex and particular conditions must be met to ensure that legal requirements are not breached)

- having more than 5% of the market value of the fund's total assets at the end of the income year as in-house assets (these are loans to, or investments in, related parties of the fund – including trusts – or assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party)
- entering into investments on behalf of the fund 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).

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.

Administration

I understand that the trustees of the fund must:

- keep and retain for at least 10 years
 - minutes of all trustee meetings at which matters affecting the fund were considered (this includes investment decisions and decisions to appoint members and trustees)
 - records of all changes of trustees, including directors of the corporate trustee
 - each trustee's consent to be appointed as a trustee of the fund or a director of the corporate trustee
 - all trustee declarations
 - copies of all reports given to members
- ensure that the following are prepared and retained for at least five years
 - an annual statement of the financial position of the fund
 - an annual operating statement
 - copies of all annual returns lodged
 - accounts and statements that accurately record and explain the transactions and financial position of the fund
- ensure that an approved auditor is appointed within the prescribed period (currently this is no later than 31 days before the due date for lodgment of the fund's annual return but this may change to 45 days) to audit the fund for each income year, and provide that auditor with documents as requested
- lodge the fund's annual return, completed in its entirety, by the due date
- notify the ATO within 28 days of any changes to the
 - membership of the fund, or trustees or directors of the corporate trustee
 - name of the fund
 - contact person and their contact details
 - postal address, registered address or address for service of notices for the fund
- notify the ATO in writing within 28 days of the fund being wound up or after becoming aware that the fund has ceased to be an SMSF.

DECLARATION

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

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

Trustee's or director's name

Scott John Moller

Trustee's or director's signature

Scott John Moller

Date

Day: 01 / Month: 01 / Year: 2015

SIGN & DATE

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

Witness' signature

Date

Day: / Month: / Year:

SIGN & DATE



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

Fund name

| |
|-------------------------|
| Rancho Relaxo Superfund |
|-------------------------|

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

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

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- acquiring assets (other than business real property, listed securities, certain in-house assets and acquisitions made under mergers allowed by special determinations or acquisitions as a result of a breakdown of a relationship) for the fund from members or other related parties of the fund
- borrowing money (or maintaining an existing borrowing) on behalf of the fund except in certain limited circumstances (while limited recourse borrowing arrangements are permitted, they can be complex and particular conditions must be met to ensure that legal requirements are not breached)

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- ensure that the following are prepared and retained for at least five years
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 - an annual operating statement
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 - accounts and statements that accurately record and explain the transactions and financial position of the fund
- ensure that an approved auditor is appointed within the prescribed period (currently this is no later than 31 days before the due date for lodgment of the fund's annual return but this may change to 45 days) to audit the fund for each income year, and provide that auditor with documents as requested
- lodge the fund's annual return, completed in its entirety, by the due date
- notify the ATO within 28 days of any changes to the
 - membership of the fund, or trustees or directors of the corporate trustee
 - name of the fund
 - contact person and their contact details
 - postal address, registered address or address for service of notices for the fund
- notify the ATO in writing within 28 days of the fund being wound up or after becoming aware that the fund has ceased to be an SMSF.

DECLARATION

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

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

Trustee's or director's name

Catrina Moller

Trustee's or director's signature

el Moller

Date
 Day Month Year
 01 / 01 / 2015



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

Witness' signature

Date
 Day Month Year
 [] [] / [] [] / [] [] [] []



RANCHO RELAXO SMSF PTY LTD

("The New Trustee")

and

Scott John Moller
Catrina Moller

("The Existing Trustees")

DEED OF APPOINTMENT OF TRUSTEE

OF THE

Rancho Relaxo Superfund

DEED OF APPOINTMENT OF TRUSTEE

THIS DEED OF APPOINTMENT OF TRUSTEE IS MADE
THE 09 June 2015

("Date of Appointment")

BETWEEN

Scott John Moller

Catrina Moller

("the Existing Trustee(s)")

AND

RANCHO RELAXO SMSF PTY LTD

("the New Trustee(s)")

THIS DEED WITNESSES

1. The New Trustee has consented to its appointment as trustee of the Fund as testified by their execution of this Deed.
2. In accordance with the powers conferred on the Existing Trustee by the trust deed, the New Trustee is appointed to be Trustee of the Fund to act as trustee of the Fund upon the terms and powers contained in the trust deed.
3. The appointment shall commence on the date specified in this deed.
4. The New Trustee consents to its appointment as trustee of the Fund as from the Date of Appointment and agrees to administer the Fund in accordance with the terms and powers contained in the trust deed.
5. The New trustee declares that it is not disqualified from acting as trustee under the Superannuation Industry (Supervision) Act 1993 and undertakes to resign its office upon being disqualified from so acting.
6. The Existing Trustee agrees to arrange for a transfer of all assets of the Fund in their possession or under their control to the New Trustee and the Existing Trustee as trustees for the Fund with all practicable speed and to do all such further actions, matters and things as shall be required to vest the assets of the Fund in the New Trustee and Existing Trustee.
7. The parties by their execution of this Deed agree that the appointment of the New Trustee shall take effect on the Date of Appointment.

Rancho Relaxo Superfund

RESOLUTION OF TRUSTEE

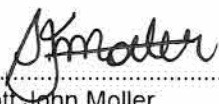
Scott John Moller AND Catrina Moller (Existing Trustees) being the Trustees of the above Fund DO HEREBY RESOLVE as follows:

AUTHORISED
SIGNATORY:

That Scott John Moller AND Catrina Moller in their capacity as Director(s) of the RANCHO RELAXO SMSF PTY LTD (New Trustee) may complete and sign on behalf of the Trustee any documentation of whatever kind required to:-

1. make, acquire, change, redeem or dispose of any investment in the Fund;
2. open an account with any bank or financial institution and to operate any such account but without limiting the generality of the foregoing to sign, draw and endorse cheques and other negotiable or transferable instruments on any such account and to close the same;
3. acquire any policy of assurance or insurance, and to pay premiums, transfer, surrender, change the status of and deal with such policies.

DATED the 09 June 2015


.....
Scott John Moller
(Existing Trustee)




.....
Catrina Moller
(Existing Trustee)



EXECUTED BY THE PARTIES AS A DEED:

SIGNED SEALED AND DELIVERED by the said
Scott John Moller as Existing Trustee in the
Presence of:

) *SJMoller*
.....
) Scott John Moller



ANNA BORNEMAN
(Print name of adult witness)



Borneman.
.....
(Signature of adult witness who is not a party to
this deed)

SIGNED SEALED AND DELIVERED by the said
Catrina Moller as Existing Trustee in the
Presence of:

) *elMoller.*
.....
) Catrina Moller



ANNA BORNEMAN
(Print name of adult witness)



Borneman.
.....
(Signature of adult witness who is not a party to
this deed)

Rancho Relaxo Superfund


Trustee Declaration

I, Scott John Moller in my capacity as Director of the RANCHO RELAXO SMSF PTY LTD make the following declarations:

- I have not been convicted of an offence against or arising out of a law of the Commonwealth, a State, a Territory or a foreign country, being an offence in respect of dishonest conduct.
- I have not had a civil penalty order made against me under the *Superannuation Industry (Supervision) Act 1993*.
- I am not an insolvent under administration.
- I have not been disqualified under section 120A of the *Superannuation Industry (Supervision) Act 1993*.

Date: 09 June 2015

Signed: _____


Scott John Moller In the capacity as Director of RANCHO RELAXO SMSF
PTY LTD (ACN 605 532 661) ATF Rancho Relaxo Superfund



Consent to Appointment as Trustee

I consent to RANCHO RELAXO SMSF PTY LTD being appointed as trustee of the Rancho Relaxo Superfund.

Date: 09 June 2015

Signed: _____


Scott John Moller In the capacity as Director of RANCHO RELAXO SMSF
PTY LTD (ACN 605 532 661) ATF Rancho Relaxo Superfund



EXECUTED BY THE PARTIES AS A DEED:

SIGNED SEALED AND DELIVERED by the said Scott John Moller in their capacity as Director of the RANCHO RELAXO SMSF PTY LTD as New Trustee in the Presence of:

ANNA BORNEMAN
(Print name of adult witness)

WITNESS
MUST
SIGN

lBorneman.
(Signature of adult witness who is not a party to this deed)

SIGNED SEALED AND DELIVERED by the said Catrina Moller in their capacity as Director of the RANCHO RELAXO SMSF PTY LTD as New Trustee in the Presence of:

ANNA BORNEMAN
(Print name of adult witness)

WITNESS
MUST
SIGN

lBorneman.
(Signature of adult witness who is not a party to this deed)

) SMoller
) Scott John Moller In their capacity as Director of RANCHO RELAXO SMSF PTY LTD

SIGN
HERE

) elMoller.
) Catrina Moller In their capacity as Director of RANCHO RELAXO SMSF PTY LTD

SIGN
HERE

Rancho Relaxo Superfund

MINUTES OF TRUSTEES DATED THE 09 June 2015

Appointment of Trustees:

It was noted that RANCHO RELAXO SMSF PTY LTD (New Trustee) has given notice to the Existing Trustees in accordance with the Deed of Trust to be appointed as Trustee of the Rancho Relaxo Superfund.

It was hereby resolved that RANCHO RELAXO SMSF PTY LTD (New Trustee) be appointed as Trustees of the Trust.

Closure:

There being no further business the meeting was then closed.


.....
Scott John Moller
(Existing Trustee)




.....
Catrina Moller
(Existing Trustee)



Custodian Trust Deed

Rancho Relaxo Bare Trust

RANCHO RELAXO SMSF PTY LTD ACN 605 532 661
as trustee for the RANCHO RELAXO SUPERFUND

and

RANCHO RELAXO INVESTMENTS PTY. LTD.
ACN 606 045 336

gadens

ONE ONE ONE
111 Eagle Street
Brisbane QLD 4000
Australia

T +61 7 3231 1666
F +61 7 3229 5850

Ref KMC 201512887

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Dated : 17th August 2015

Parties

1. **RANCHO RELAXO SMSF PTY LTD ACN 605 532 661** of 10 Price Street, North Lakes, in the State of Queensland, as trustee for the Rancho Relaxo Superfund (**Beneficial Owner**).
2. **RANCHO RELAXO INVESTMENTS PTY. LTD. ACN 606 045 336** of the said address (**Custodian**).

Background

- A. The Beneficial Owner acts as trustee of the Rancho Relaxo Superfund (**Fund**).
- B. The Fund is a regulated superannuation fund within the meaning of the Act.
- C. The Beneficial Owner has requested that the Custodian provide, and the Custodian has agreed to provide, custodian services to the Beneficial Owner in relation to the Asset.
- D. The parties have agreed on the terms and conditions of the provision of the services as set out in this Deed.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

In this Deed the following words and phrases have the meanings as set out below unless a contrary intention appears:

Account means an account held with an Australian trading bank in the name of the Custodian into which Income and payments in relation to the Asset and no other moneys are paid.

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

Asset means:

- (a) such item of property (whether or not presently identified) as may be purchased by the Custodian on behalf of the Beneficial Owner and at the request of the Beneficial Owner pursuant to Clause 2.1, which property may include that property set out in the Schedule;
- (b) to the extent that the replacement of the Asset is permitted by the Act :
 - (i) in the event that the item of property is or are sold, such other item of property (whether or not presently identified) as is purchased by the Custodian on behalf of the Beneficial Owner and at the request of the

Beneficial Owner pursuant to Clause 2.1, in replacement for the property referred to in paragraph (a); and

- (ii) in the event that the item of property referred to in paragraph (b)(i) is sold, such other item of property (whether or not presently identified) as is purchased by the Custodian on behalf of the Beneficial Owner and at the request of the Beneficial Owner pursuant to Clause 2.1, in replacement for the property referred to in paragraph (b)(i).

Authority includes any government or semi-government, statutory, public or other authority or body having jurisdiction over the Beneficial Owner, any scheme, any Asset or any matter or thing in relation to any of them.

Borrowing means an amount or amounts borrowed by the Beneficial Owner for the acquisition of the Asset and applied for that purpose.

Business Day means a day on which trading banks are open for business in Brisbane other than a Sunday, Saturday, public holiday or bank holiday in Brisbane.

Claim means any claim, legal proceedings, or cause of action in contract, tort, under statute or otherwise, or threat of legal proceedings, (including any action to wind up, seek orders or terminate any scheme).

Discretion means a right or power to act in accordance with one's own judgment.

Dollars or \$ means Australian dollars unless otherwise expressly stated.

Effective Date:

- (a) for the appointment of the Custodian as agent of the Beneficial Owner to acquire the Asset, means the earlier of:
 - (i) the date of this Deed; and
 - (ii) notwithstanding the date of this Deed, the date upon which the Beneficial Owner requested (in writing or otherwise) that the Custodian acquire the Asset;
- (b) for the establishment of the trust over the Asset (from which point the Custodian is appointed as trustee for the holding of the Asset for the Beneficial Owner), means the date upon which the Custodian acquires any interest in the Asset.

Fund means the superannuation fund described in Background paragraph A.

Income means all and any entitlements arising out of ownership of the Asset including dividends, interest, rent, licence fees, hire fees and similar entitlements.

Liabilities include:

- (a) any amount (including without limiting this, any taxes, costs, expenses, liabilities or fees) incurred or payable by the Custodian under or pursuant to this Deed;
- (b) any sum or amount in respect of which the Custodian is indemnified under clauses 10 or 14; and
- (c) any amount the Custodian is entitled to be paid or reimbursed under clauses 10 or 14.

Liquidation includes receivership, compromise, arrangement, amalgamation, administration, reconstruction, winding up, dissolution and any assignment for the benefit of creditors.

Listed Companies means shares listed on any recognised stock exchange.

Proper Instructions means any instruction provided by the Beneficial Owner to the Custodian that:

- (a) is in writing;
- (b) is complete, clear and unambiguous; and
- (c) relates to the Asset.

Regulations means the Superannuation Industry (Supervision) Regulations 1994.

Regulatory Requirements means any requirements, including as set out in the Act and the Regulations, with which the Custodian and the Fund must comply for the Fund to remain a complying superannuation fund for the purposes of the Income Tax Assessment Act 1936.

Requirements means any requirements, notices, orders or directions received from or given by any Authority, addressed to or imposed on the Beneficial Owner or the Custodian or both, whether directly or indirectly.

Schedule means the schedule to this Deed.

Security means any mortgage, charge or other security over the Asset given to secure borrowings by the Beneficial Owner used for acquisition of the Asset.

Statutes means the requirements of, and prohibitions in, all statutes, rules, regulations, proclamations, ordinances or by-laws present or future, with which the Beneficial Owner or the Custodian or both are obliged to comply.

Taxes includes any tax, surcharge, superannuation surcharge, duty (including stamp duty and financial institutions duty), capital gains tax, goods and services tax, value added tax, debits tax, impost, withholding tax or similar tax, or any fine, penalty or late payment interest incurred or payable or expected to be incurred or payable in respect of, or in relation to, the Assets or a scheme by the Custodian or any other person.

1.2 Interpretation

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

- (a) a reference to any document includes reference to that document's attachments and schedules and the document as amended from time to time;
- (b) a reference to a statute, ordinance, code or other law includes reference to the corresponding regulations, instruments, class orders and policy statements in all instances as amended, consolidated, re-enacted, replaced or re-written;
- (c) a reference to the parties, where relevant, includes their respective successors or permitted assigns;
- (d) the singular includes the plural and vice versa;
- (e) words and expressions importing one gender include all other genders;
- (f) 'include' and any variation of it means including without limitation and does not exclude a reference to other items, whether of the same class or genus or not;
- (g) 'quarter' and any variation of it means a calendar quarter (whether or not beginning on the first day of the quarter);

- (h) 'person' includes a natural person, a firm, a body corporate, an unincorporated association or an Authority and vice versa;
- (i) unless its application is specifically included or mandatory by law, any statute, proclamation, order, regulation, or moratorium whether Federal or State, present or future shall not apply to this Deed so as to abrogate, extinguish, impair, diminish, fetter, delay or otherwise prejudicially affect any rights, powers or remedies given to, or accruing to, the parties to this Deed; and
- (j) if under this Deed the day on or by which any act, matter or thing is required to be done is a day other than a Business Day, such act, matter or thing must be done on the next succeeding Business Day.

2. Appointment of Custodian

- 2.1 The Beneficial Owner may request the Custodian (as agent for the Beneficial Owner) to purchase, on behalf of the Beneficial Owner, an item of property which the Beneficial Owner would have been capable of acquiring in its own name.
- 2.2 On and from :
 - (a) the Effective Date, the Beneficial Owner appoints the Custodian as agent and trustee (as applicable) to acquire then hold the Asset on the terms and conditions of this Deed; and
 - (b) the date upon which the Custodian acquires any interest in the Asset, the Custodian will hold the Asset on trust for the Beneficial Owner and the trust herein described shall be established and known as the Rancho Relaxo Bare Trust.
- 2.3 The Custodian accepts the appointments.
- 2.4 The Beneficial Owner undertakes, represents and warrants that the Asset will not include an asset other than:
 - (a) real property;
 - (b) shares in a Listed Company; or
 - (c) such other type of asset as the parties agree in writing.
- 2.5 Notwithstanding any other provision to the contrary set out in this Deed, the exercise of any Discretion by the Custodian under this Deed requires the consent of the Beneficiary in all instances.

3. Parties' acknowledgement and agreement re holding of Asset

- 3.1 The Custodian acknowledges that the Asset, and any income from the Asset, is or will be held for the Beneficial Owner, and, subject to the terms of this Deed, it will deal with the Asset, and any income from the Asset, as the Beneficial Owner directs.
- 3.2 The Custodian acknowledges and declares that other than provided for in this Deed, it has and will have no beneficial interest in the Asset.

4. Custodian to join in making Assets available as security

- 4.1 The Custodian shall, if requested by the Beneficial Owner, and subject to clause 4.2:

- (a) grant to such bank or other lender as is nominated by the Beneficial Owner, a mortgage, charge or other security (the **Security**) over the Asset to secure borrowings by the Beneficial Owner made and applied for the acquisition of the Asset (the **Borrowing**);
 - (b) sign all such documents are reasonably required by such bank or other lender in connection with the grant or maintenance of the Security; and
 - (c) sign all such documents are reasonably required to enable release of the Security.
- 4.2 The terms of the Security shall be such that the rights of the lender and holder of the Security for default:
- (a) on the Borrowing; or
 - (b) on the sum of the Borrowing and charges related to the Borrowing,
- shall be limited to rights against the Asset, and the lender or Security holder shall not be entitled to exercise its rights of recovery against any other asset or assets of the Beneficial Owner.

5. Custodian's right to retain, and Beneficial Owner's right to transfer of, legal title to Asset

Notwithstanding any other provision in this Deed or any other agreement between the Custodian and the Beneficial Owner, the Beneficial Owner shall be entitled to call for transfer of the legal title in the Asset to the Beneficial Owner upon making payment to the bank or other lender (or to the Custodian for payment to the bank or other lender) of the sum of the Borrowing and charges related to the Borrowing, by one or more installments.

6. Income and Distributions

- 6.1 The Beneficial Owner may collect and retain the Income in respect of the Asset, and shall if requested by the Custodian, provide to the Custodian reasonable details of the transactions.
- 6.2 The Custodian must, if requested by the Beneficial Owner, provide such directions or authorities as are necessary to cause any Income or other payments in respect of the Asset to be paid to the Beneficial Owner, or as the Beneficial Owner directs.
- 6.3 The Custodian must, in the event that it receives any Income or other payments in respect of the Asset, on an accurate and timely basis, account to the Beneficial Owner in respect of such Income and payments, and/or apply such Income and payments at the direction of the Beneficial Owner.

7. Custodian's general duties and obligations

The Custodian must:

- (a) hold the Asset and any documents evidencing title to the Assets on the terms and conditions of this Deed;
- (b) report to the Beneficial Owner in a timely and accurate manner;
- (c) act honestly and in good faith;
- (d) exercise the degree of care, diligence and skill that a reasonable person would exercise if they were in the Custodian's position;

- (e) if requested by the Beneficial Owner, keep proper records in respect of the Asset including separate accounts to record all transactions in relation to the Assets;
- (f) act in accordance with instructions from the Beneficial Owner in relation to all dealings with the Asset;
- (g) on request, furnish all information and records relating to the Asset which may be reasonably requested by the Beneficial Owner;
- (h) subject to this Deed, execute such declarations, affidavits, certificates of ownership and other documents and join in and do all acts, matters and things as may reasonably be required by the Beneficial Owner;
- (i) upon request by the Beneficial Owner and upon payment of the necessary premiums by the Beneficial Owner, insure the Asset for such amounts and against such risks as the Beneficial Owner requires;
- (j) transmit to the Beneficial Owner all written information received by the Custodian from any party in connection with the Asset, within 2 Business Days of receipt of the written information by the Custodian or within such other time as may be agreed by the Custodian and the Beneficial Owner; and
- (k) on receipt of reasonable notice, co-operate with any audit conducted by the auditor of the Fund and provide such auditor with access to such accounts, records and information as may be reasonably required by the auditor during normal business hours.

8. Beneficial Owner's general duties and obligations

The Beneficial Owner must:

- (a) if required by the Custodian, acknowledge to any third party that the Custodian may only act in accordance with the terms of this Deed and has no liability (including for negligence or breach of trust) for any act or omission in accordance with instructions of the Beneficial Owner or otherwise in accordance with the terms of this Deed;
- (b) provide to the Custodian from time to time when reasonably requested such instructions in relation to the Asset as the Custodian may reasonably request;
- (c) ensure that the acquisition of the Asset, any borrowing to effect that acquisition, and the sale of the Asset, are all undertaken in accordance with the Act and the Regulations; and
- (d) ensure that the Custodian is provided with such legal or other advice or assistance as the Custodian reasonably requires to comply with its obligations, at no cost to the Custodian.

9. Custodian's general powers without Proper Instructions

9.1 The Custodian has power to do any of the following on an ongoing basis without Proper Instructions:

- (a) make deductions from the Asset from time to time for the purposes of satisfying any obligation incurred by law or incurred in accordance with instructions from or at the direction of the Beneficial Owner;
- (b) receive and (subject to clause 5) hold, or procure the receipt and holding of, the Asset and where appropriate register the Asset in the name of the Custodian; and

- (c) exercise or concur in exercising all powers and discretions conferred on it by this deed or by law even though:
 - (i) it or any person being a director or shareholder of it (being a company) has or may have a direct or personal interest in the mode or result of exercising such power or discretion;
 - (ii) it may benefit directly or indirectly as a result of the exercise of the power or discretion.

9.2 A company may act as custodian even if a director or shareholder of the company is a member of the Beneficial Owner or the spouse of such a member or has any other direct or indirect interest in the Fund or the income from it whether as a member or otherwise.

10. Custodian's general powers with Proper Instructions

10.1 Acts the Custodian may do on receipt of Proper Instructions

Without limiting clause 9, upon receipt of Proper Instructions the Custodian may enter into any transaction or perform any act which a trustee is permitted to do by law and, without limiting this (but always upon receipt of Proper Instructions) :

- (a) acquire or dispose of the Asset;
- (b) subject to clause 4.2, grant any mortgage, charge, lien or other encumbrance over the Asset to secure repayment of borrowings made by the Beneficial Owner for the purpose of acquisition of the Asset;
- (c) enter into foreign exchange agreements for the account of the Asset;
- (d) pay, or cause to be paid, moneys out of the Asset as directed by the Beneficial Owner;
- (e) exercise voting rights and undertake other corporate actions;
- (f) enforce any rights in relation to the Asset which are required to be enforced by legal proceedings; and
- (g) any other act specified in an instruction from the Beneficial Owner.

10.2 Legal proceedings

- (a) During the term of this Deed, any Claim which relates to the Asset must be dealt with in the following manner unless the Claim concerns an allegation of fraud or negligence against the Custodian:
 - (i) the Custodian must promptly notify the Beneficial Owner in writing of any Claim of which the Custodian has notice, or becomes aware, and must not make any admission or purport to settle any such Claim without the Beneficial Owner's prior written consent; and
 - (ii) the Custodian must, at the Beneficial Owner's request, allow the Beneficial Owner to conduct and/or settle all negotiations and litigation resulting from the Claim, if applicable in the name of the Custodian.
- (b) The Beneficial Owner must bear the cost of, and indemnifies the Custodian to the full extent permitted by law in respect of, dealing with the Claims, including the payment of the Custodian's reasonable costs and expenses of defending any such Claim.

- (c) If a Claim involves an allegation of fraud or negligence against the Custodian relating to the Assets or the provision of the services under this Deed:
 - (i) the Custodian must promptly notify the Beneficial Owner in writing of any Claim of which the Custodian has notice, or becomes aware; and
 - (ii) the Custodian must promptly notify the Beneficial Owner in writing of the nature, quantum and progress of the Claim, the basis for the allegations made against the Custodian and the prospects of success of the Claim.

10.3 Exercise of rights

Where the Beneficial Owner authorises the Custodian to exercise voting rights, rights to take up preferential allocations or other similar rights in respect of the Asset, the Beneficial Owner must give the Custodian Proper Instructions no later than 3 Business Days prior to the relevant date for the exercise of the rights.

10.4 No knowledge of constituent documents

The Custodian expressly disclaims any knowledge of any constituent documents governing the Asset. The Beneficial Owner accepts and acknowledges this disclaimer.

10.5 Entitlement to income

Where the Custodian has not received income or payment in respect of the Asset, within 3 Business Days after the date it has been advised it is so entitled, or it would be paid, the Custodian must notify the Beneficial Owner.

10.6 Custodian not obliged to take action

The Custodian is not obliged to take action to recover the income or payment referred to in clause 10.5 or to compensate or reimburse the Beneficial Owner in respect of it unless requested to do so by the Beneficial Owner and is indemnified to its reasonable satisfaction for the cost of such action.

10.7 Entry into Contracts

- (a) The Custodian shall not be required to enter into contracts (including, without limitation, mortgages or leases) unless and until the contract includes a limitation of liability clause in a form acceptable to the Custodian.
- (b) The Custodian, upon receipt of a Proper Instruction from the Beneficial Owner, may grant Power of Attorney to the Beneficial Owner to do any things and sign any documents which the Custodian may by law do or sign, in relation to the Asset.

10.8 Limitation on Indemnity

Any indemnity contained in this clause 10 :

- (a) shall be limited to rights against the Asset, and the Custodian shall not be entitled to exercise its rights of recovery against any other asset or assets of the Beneficial Owner; and
- (b) does not extend to any Claim that arises out of the wrongful act or omission, negligence or default of the Custodian.

11. Power to delegate

11.1 Attorneys

The Custodian may from time to time appoint one or more attorneys to act jointly or severally and for a specific transaction, a class of transactions, or generally in respect of the trust fund or the Asset. The attorney may be authorised to exercise any powers, authorities, duties or functions conferred on the Custodian by this document or by law whether or not the Custodian has disclosed the capacity in which the Custodian is acting.

11.2 Scope of power

Any power of attorney granted pursuant to this clause:

- (a) does not require the consent of any person; and
- (b) will remain valid and effectual for the period nominated by the Custodian or until revoked by the Custodian in its discretion.

12. Beneficial Owner's power to remove and appoint Custodian

12.1 Appointment and removal of Custodian

Subject to this clause, the Beneficial Owner may at any time before acquiring legal title to the Asset :

- (a) by written notice to the Custodian remove that Custodian from office;
- (b) by deed appoint a new custodian; and
- (c) by deed appoint an additional custodian.

12.2 No vacancy

No custodian may be removed from office other than simultaneously with the appointment of a new custodian in his/her place if the removal would cause the office of the custodian to become vacant.

12.3 Who may be appointed custodian

Any person who is capable of being a trustee of a trust may be appointed a custodian in respect of the Asset whether or not that person is a resident of Australia.

12.4 Who may not be appointed custodian

No person may be appointed as a custodian if any of the trusts, powers and provisions in this document would by virtue of the appointment be unenforceable or incapable of being exercised or taking effect or otherwise cause the Fund to be acting in contravention of the Regulatory Requirements.

12.5 Retirement of Custodian

The Custodian may retire at any time by giving 21 days written notice to the Beneficial Owner. The notice will be taken to be given on receipt by the Beneficial Owner. If the custodian is the sole Custodian, the custodian's retirement will not take effect until a replacement custodian is appointed.

12.6 Office of Custodian vacated

A custodian's appointment will be terminated:

- (a) in the case of a natural person, if the Custodian is of unsound mind, his/her person or estate is liable to be dealt with in any way under the law relating to mental health, he/she is bankrupt or makes any arrangement or composition with his/her creditors generally; or
- (b) in the case of a corporate custodian, if it goes into Liquidation.

12.7 Vesting of Asset in new Custodian

On retirement, removal or vacation of office the Custodian will:

- (a) take whatever action is necessary to vest the Asset in any new or continuing Custodian; and
- (b) deliver to the new or continuing Custodian all books, documents, records and other property relating to the Asset.

12.8 Costs recouped from Fund

The costs, charges and expenses of the retirement, replacement or appointment of a Custodian will be recouped from the Fund.

13. Power to alter or vary

The Custodian may, with the consent of the Beneficial Owner, and will if directed by the Beneficial Owner from time to time until the whole of the Asset has vested absolutely in the Beneficial Owner, by resolution (oral or written) deed or deeds (revocable or irrevocable) alter, vary or absolutely revoke all or any of the trusts and powers set out in this deed.

14. Limited indemnity by, and liability of, Beneficial Owner

14.1 Indemnity

Subject to clause 14.3, the Beneficial Owner indemnifies, and must keep indemnified, the Custodian, its officers, employees, agents and representatives against all proceedings, claims, demands, damages, actions, reasonable amounts paid in settlement, reasonable costs and expenses, losses and liabilities of whatever nature (whether actual or contingent) suffered or incurred by or sustained or threatened against, the Custodian (including interest and legal fees and expenses on a full indemnity basis) arising out of, or in connection with:

- (a) the Custodian's proper observance of this Deed, and out of the Custodian holding the Asset in its name;
- (b) any transaction in relation to an Asset or the ownership or holding of any Asset;
- (c) there being insufficient funds available to the Custodian to meet the acquisition price of an Asset and all calls and demands for the payment of unpaid capital or portions in respect of them;
- (d) any Tax, brokerage, commissions, acquisition price and costs, penalties and other expenses arising out of any acquisition, holding or disposal of an Asset under this Deed or the performance of its obligations under this Deed and all costs and expenses incidental to any of the foregoing;
- (e) the Custodian acting or omitting to act in accordance with a Proper Instruction;
- (f) certification and reporting requirements, claims for exemption or refund, additions for late payment, interest, penalties and other expenses (including legal expenses)

that may be assessed against the Custodian on account of the Beneficial Owner or the Asset;

- (g) any breach of this Deed by the Beneficial Owner or its officers, agents, employees, including without limitation any breach in connection with the Custodian's Confidential Information and any breach of a warranty, covenant, or obligation under this Deed;
- (h) penalties, fines, compensation, penalties claims, rehabilitation or restoration, orders under any environmental issues or risks, environmental, heritage, planning or other law strictly or personally imposed on the Custodian as a result of it being the holder, legal owner, lessee or lessor of land or otherwise having an interest in land; or
- (i) the existence or suspected existence of any contamination or the actual or potential occurrence of pollution in, on, from or in connection with, any Asset at any time.

14.2 Enforcing right of indemnity

The Custodian need not incur expenses or make payment before enforcing a right of indemnity under this Deed.

14.3 Limit of liability of Beneficial Owner

Notwithstanding any other provision in this Deed or any principle of law:

- (a) despite any implied right to the contrary, the Custodian shall have no recourse against the Beneficial Owner or against any assets of the Beneficial Owner, except recourse to the Asset, in respect of any payment the Custodian has to make in respect of any loan or other financial accommodation secured against the Asset;
- (b) the liability of the Beneficial Owner shall, in so far as it relates to any Borrowing, be limited to rights against the Asset, and the Custodian shall not be entitled to exercise its rights against any other asset or assets of the Beneficial Owner; and
- (c) the Beneficial Owner will not be liable to the Custodian to the extent to which damage or loss results from or is caused by any breach of this Deed by the Custodian.

14.4 Liability of Custodian

The Custodian indemnifies the Beneficial Owner for any claim, damage, expense, loss or liability arising in any way out of or in connection with this Deed to the extent that it directly results from a breach of this Deed, any misrepresentation, fraud, misconduct, willful default or negligence of the Custodian and its agents, officers and employees.

14.5 Audit

The Beneficial Owner can, at all reasonable times and upon reasonable notice, inspect and audit the Custodian's records relating to the Beneficial Owner and the Asset. The Custodian must provide all reasonable access and assistance to any registered auditor engaged to conduct an audit in relation to the Beneficial Owner.

15. Payment of Liabilities

15.1 The Beneficial Owner must pay or reimburse the Custodian

Subject to clause 15.2, the Beneficial Owner must pay or reimburse the Custodian for all Liabilities which are payable or expected to be incurred or payable by the Custodian in relation to the Asset or under this Deed.

15.2 Limit of Beneficial Owner's obligation

The obligation of the Beneficial Owner under clause 15.1, in so far as it relates to any Borrowing, shall be limited to rights against the Asset, and the Custodian shall not be entitled to exercise its rights of recovery against any other asset or assets of the Beneficial Owner.

15.3 Notice of payment required

The Custodian must advise the Beneficial Owner by written notice of the amount required to satisfy any:

- (a) Liabilities which are due or are expected to be due; and
- (b) Liabilities incurred by the Custodian in respect of the Asset.

15.4 Charge

The Custodian may not take a charge, mortgage, lien or other encumbrance over, or in relation to, the Asset other than in accordance with the Beneficial Owner's Proper Instructions.

16. Taxes

16.1 Beneficial Owner agrees to bear any Taxes

The Beneficial Owner agrees to bear any Taxes payable or assessed in connection with this Deed including the delivery or transfer of the Assets to the Custodian to form part of the Assets or from the Custodian to any other person in accordance with this Deed.

16.2 Beneficial Owner must advise Custodian as to the amount of Taxes payable

The Beneficial Owner must advise the Custodian as to the amount of any Taxes payable under clause 16.1 and is responsible for the correctness and accuracy of such advice.

17. Custodian representations and warranties

The Custodian represents and warrants to the Beneficial Owner as at the date of this Deed and during the term of this Deed that:

- (a) it has all the power to enter into and perform this Deed and has obtained all necessary consents and corporate authorisations to enable it to do so;
- (b) the entry into and performance of this Deed by the Custodian does not constitute a breach of a term of its constitution or any obligation or default under any agreement or undertaking by which the Custodian is bound; and
- (c) it has power under its constitution to enter into, perform and comply with all its obligations under this Deed.

18. Beneficial Owner Representations and warranties

The Beneficial Owner represents and warrants to the Custodian as at the date of this Deed and during the term of this Deed that:

- (a) it has all the power to enter into and perform this Deed and has obtained all necessary consents and corporate authorisations to enable it to do so;

- (b) the entry into and performance of this Deed by the Beneficial Owner does not constitute a breach of a term of its constitution or any obligation or default under any agreement or undertaking by which the Beneficial Owner is bound;
- (c) all property transferred or delivered by the Beneficial Owner to the Custodian from time to time to form part of the Asset will be free from any mortgage, charge, lien, pledge, encumbrance or other security interests unless otherwise notified by the Beneficial Owner to the Custodian before the transfer or delivery;
- (d) it has power under its constitution to enter into, perform and comply with all its obligations under this Deed;
- (e) it has not breached any term of its constitution;
- (f) its entry into this Deed is for the benefit of, and in the interests of, the members of the Fund;
- (g) the proper performance of any Proper Instructions or other obligations of the Custodian will not cause the Beneficial Owner or Custodian to breach any law; and
- (h) if the Asset is real property:
 - (i) there is no known existing contamination or pollution;
 - (ii) there is no known significant risk of contamination or pollution;
 - (iii) the present and proposed use of the real property is not intended to result in contamination or pollution,

unless otherwise notified to the Custodian (such notification does not affect or limit the Custodian's rights under any other part of this clause 18 nor any other term or this Deed).

19. Beneficial Owner undertakings

The Beneficial Owner undertakes to the Custodian:

- (a) to notify the Custodian of the obligations imposed on the Custodian by the taxation law of the jurisdictions in which any property included in the Asset at any time is held by the Custodian pursuant to this Deed;
- (b) to provide the Custodian on request with any documents, information or instructions reasonably required by the Custodian to enable it to perform its obligations under this Deed or imposed by law, and to ensure that any such information will be accurate,
- (c) to immediately notify the Custodian in writing if it ceases or proposes to cease for any reason or at any time to be the sole Beneficial Owner of the Asset and will procure - that any new Beneficial Owner of the Asset executes in favour of the Custodian such covenants, deeds and other instruments which the Custodian reasonably requires provided that these are not more onerous than those required or obtained by the Custodian under or in relation to this Deed;
- (d) duly and punctually perform and observe its obligations and duties under its constitution;
- (e) notify the Custodian of any fact or circumstance within its knowledge which has given rise, or with the effluxion of time would give rise, to a breach by the Beneficial Owner of any material representation, undertaking or other provision contained in this Deed;

- (f) to comply with all Statutes and Requirements relating to:
 - (i) the Asset or anything or anyone in or on it; or
 - (ii) anything done or to be done or not to be done in, on or with the Asset or anything in or on it; and
- (g) in the event that the Asset is real property, to maintain, in the Custodian's name or in the joint names of the Custodian and the Beneficial Owner, adequate insurance cover over the Asset for all usual insurable risks, including public liability insurance.

20. Amendment

This Deed cannot be amended except by instrument in writing executed by each party.

21. Dispute resolution

21.1 Resolve disputes by meeting

Any dispute in relation to this Deed must be sought to be resolved by meeting between officers of the Beneficial Owner and Custodian who have appropriate powers to deal with the dispute.

21.2 Either party may request meeting

A meeting may be requested by either party and must be attended by the other at a mutually agreed time within two weeks of the initial request for the meeting.

21.3 Senior management involvement

In the absence of a resolution at the meeting or if there is a failure to arrange or have the meeting, then either party may request that more senior management deal with the dispute.

21.4 Resolution binding

A resolution of a dispute in accordance with this clause is (in the absence of manifest error) conclusive and binding on both parties.

22. Priority

This deed is at all times subject to the Regulatory Requirements. In the event of a conflict between the terms of this deed and the Regulatory Requirements, the Regulatory Requirements shall prevail.

23. Notices

23.1 Address

All notices, correspondence, communications (including Proper Instructions) sent or delivered under this Deed shall be sent or delivered to the street or postal addresses or facsimile number of the recipient specified in writing by the recipient from time to time.

23.2 Effective time

A notice, approval, consent or other communication takes effect from the time it is received unless a later time is specified in it.

23.3 When received

A letter or facsimile is taken to be received:

- (a) in the case of a posted letter, on the third (or seventh, if posted to or from a place outside Australia) day after posting; and
- (b) in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient.

24. Severability

Each part of this Deed is severable from the balance of this Deed and if any part of this Deed is illegal, void, invalid or unenforceable, then that will not affect the legality, effectiveness, validity or enforceability of the balance of this Deed.

25. Governing law

This Deed shall be governed by and construed in accordance with the laws of Queensland. The parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Queensland.

26. Entire agreement

This Deed constitutes the complete and exclusive agreement between the parties.

27. Assignment

The parties must not assign or purport to assign this Deed or their respective rights or interests under this Deed without the prior written consent of the other party (such consent shall not be unreasonably withheld). Provided always that either party may assign their rights without the approval of the other party and novate their obligations (to which the other party consents) to a related body corporate or where the assignment or novation results from or is incurred in connection with any corporate amalgamation or sale.

28. Counterparts

If this Deed is executed in counterparts, then each is deemed an original and together they constitute the one document.

SCHEDULE

Asset:

Unit 1, 37 Flinders Parade, North Lakes, Queensland, 4509, and being :

Description : Proposed Lot 1 on SP 281248

Scheme : 37 Flinders Parade Community Titles Scheme

Executed as a Deed

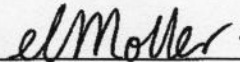
EXECUTED by RANCHO RELAXO
SMSF PTY LTD ACN 605 532 661 as
trustee for the **RANCHO RELAXO**
SUPERFUND in accordance with s127 of
the *Corporations Act 2001* and in the
presence of:



Signature of Director

Scott John Moller

Name of officeholder - please print

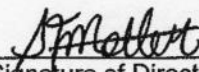


Signature of Director

Catrina Moller

Name of officeholder - please print

EXECUTED by RANCHO RELAXO
INVESTMENTS PTY. LTD. ACN 606 045
336 in accordance with s127 of the
Corporations Act 2001 and in the
presence of:



Signature of Director

Scott John Moller

Name of officeholder - please print



Signature of Director

Catrina Moller

Name of officeholder - please print