



SUPERFUND - CLIENT ACCOUNTING CHECKLIST

Client Name:	Toladdi Super Fund	Period Ended:	30 June 2020
Client Code:	CHIO0000	Accountant:	Jay Rajapakse
Partner/Manager:	Stuart Arthur	DUE DATE:	17/05/2021

GENERAL INDEX	WP Ref	N/A	Completed	Reviewed
Points Carried Forward	1	✓		
Check Engagement Letter for Quote \$	2	✓		✓
Financial Statements	3		✓	✓
Depreciation Schedule	4	✓		✓
Income Tax Return	5		✓	✓
Members Annual Statements	6		✓	✓
Client Management Letter	7	✓		
Section 290-170 Notices	8	✓		
Investment Strategy	9		✓	✓
Minutes	10		✓	✓
Trial Balance	11		✓	✓
Review Notes	12	✓		
Query Sheet	13		✓	✓
Bank Reconciliations	14		✓	✓
Trust Tax Statements	15	✓		
Dividend Statements	16	✓		
Capital Gains Tax Reports - BGL	17	✓		
End of Period Closing Figures - Cash on Hand, Debtors and Creditors	18		✓	✓
GST - Complete Worksheet - Note Variances	19	✓		
Other Source Documents	20	✓		
Tax Reconciliation	21		✓	✓
General Ledger	22		✓	✓
Create Entries Report	23		✓	✓
Tax Agent Portal Reports	24		✓	✓
Market Value of Investments	25		✓	✓
Actuarial Certificate	26	✓		
Pension Documents	27	✓		
Super Roll-In Documents	28		✓	✓
Rental Property Summary	29		✓	✓
Monthly interest	30		✓	✓
Super Contribution Breakdown Report	31		✓	✓
Early Access of Super	32		✓	✓
Trust Deed	33		✓	✓
Bare Trust Deed	34		✓	✓
Trustee Consent	35		✓	✓
Member Application	36		✓	✓

ADMIN - To Do:

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

Completed By: Jay	Date: 13/10/2020
Reviewed By: Eddy Lee	Date: 13/10/2020

REVIEWED

By Eddy Lee at 3:06 pm, Oct 13, 2020

REVIEWED

By Stuart Arthur at 9:01 pm, Oct 16, 2020

Financial statements and reports for the year ended
30 June 2020

Toladdi Super Fund

Toladdi Super Fund

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Detailed Operating Statement

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Trustees Declaration

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Toladdi Super Fund

Statement of Financial Position

As at 30 June 2020

	Note	2020 \$	2019 \$
Assets			
Investments			
Real Estate Properties (Australian - Residential)	2	362,500.00	366,262.44
Total Investments		<u>362,500.00</u>	<u>366,262.44</u>
Other Assets			
Borrowing Cost		993.91	1,951.11
Sundry Debtors		2,475.00	2,475.00
Westpac DIY Super Working Account		134,923.51	103,645.18
Deferred Tax Asset		376.24	0.00
Total Other Assets		<u>138,768.66</u>	<u>108,071.29</u>
Total Assets		<u>501,268.66</u>	<u>474,333.73</u>
Less:			
Liabilities			
Income Tax Payable		3,292.60	5,202.90
PAYG Payable		974.00	590.00
Sundry Creditors		8,383.60	912.29
Limited Recourse Borrowing Arrangements		207,138.96	213,891.30
Total Liabilities		<u>219,789.16</u>	<u>220,596.49</u>
Net assets available to pay benefits		<u>281,479.50</u>	<u>253,737.24</u>
Represented by:			
Liability for accrued benefits allocated to members' accounts	3, 4		
Chiochiu, Anatolie - Accumulation		153,311.98	134,584.71
Chiochiu, Astrid - Accumulation		128,167.52	119,152.53
Total Liability for accrued benefits allocated to members' accounts		<u>281,479.50</u>	<u>253,737.24</u>

Toladdi Super Fund

Detailed Statement of Financial Position

As at 30 June 2020

	Note	2020 \$	2019 \$
Assets			
Investments			
Real Estate Properties (Australian - Residential)	2		
Unit 8/10 Wills St, North Lakes		362,500.00	366,262.44
Total Investments		<u>362,500.00</u>	<u>366,262.44</u>
Other Assets			
Bank Accounts			
Westpac DIY Super Working Account		134,923.51	103,645.18
Borrowing Cost		993.91	1,951.11
Sundry Debtors		2,475.00	2,475.00
Deferred Tax Asset		376.24	0.00
Total Other Assets		<u>138,768.66</u>	<u>108,071.29</u>
Total Assets		<u>501,268.66</u>	<u>474,333.73</u>
Less:			
Liabilities			
Income Tax Payable		3,292.60	5,202.90
Limited Recourse Borrowing Arrangements			
Westpac Business Loan		207,138.96	213,891.30
PAYG Payable		974.00	590.00
Sundry Creditors		8,383.60	912.29
Total Liabilities		<u>219,789.16</u>	<u>220,596.49</u>
Net assets available to pay benefits		<u>281,479.50</u>	<u>253,737.24</u>
Represented By :			
Liability for accrued benefits allocated to members' accounts	3, 4		
Chiochiu, Anatolie - Accumulation		153,311.98	134,584.71
Chiochiu, Astrid - Accumulation		128,167.52	119,152.53
Total Liability for accrued benefits allocated to members' accounts		<u>281,479.50</u>	<u>253,737.24</u>

Toladdi Super Fund

Operating Statement

For the year ended 30 June 2020

	Note	2020 \$	2019 \$
Income			
Investment Income			
Interest Received		63.13	152.05
Property Income		29,700.00	29,700.00
Contribution Income			
Employer Contributions		50,000.00	50,000.00
Transfers In		403.13	6,851.31
Total Income		<u>80,166.26</u>	<u>86,703.36</u>
Expenses			
Accountancy Fees		3,795.00	0.00
ATO Supervisory Levy		259.00	259.00
Auditor's Remuneration		825.00	0.00
ASIC Fees		321.00	618.00
Bank Charges		480.00	480.00
Borrowing Costs		957.20	957.20
Fines		0.00	158.00
Property Expenses - Council Rates		2,216.60	2,177.80
Property Expenses - Interest on Loans		10,959.66	12,748.59
Property Expenses - Body Corporate Fees		6,216.00	0.00
Property Expenses - Water Rates		722.89	1,233.28
Rental Property Expenses		0.00	5,916.00
Member Payments			
Life Insurance Premiums		5,096.85	4,358.42
Benefits Paid/Transfers Out		10,000.00	0.00
Investment Losses			
Changes in Market Values	6	3,762.44	0.00
Total Expenses		<u>45,611.64</u>	<u>28,906.29</u>
Benefits accrued as a result of operations before income tax			
		<u>34,554.62</u>	<u>57,797.07</u>
Income Tax Expense	7	6,812.36	7,562.90
Benefits accrued as a result of operations		<u>27,742.26</u>	<u>50,234.17</u>

Toladdi Super Fund

Detailed Operating Statement

For the year ended 30 June 2020

	2020	2019
	\$	\$
Income		
Interest Received		
Westpac DIY Super Working Account	63.13	152.05
	<u>63.13</u>	<u>152.05</u>
Property Income		
Unit 8/10 Wills St, North Lakes	29,700.00	29,700.00
	<u>29,700.00</u>	<u>29,700.00</u>
Contribution Income		
Employer Contributions - Concessional		
Anatolie Chiochiu	25,000.00	25,000.00
Astrid Chiochiu	25,000.00	25,000.00
	<u>50,000.00</u>	<u>50,000.00</u>
Transfers In		
Chiochiu, Anatolie - Accumulation (Accumulation)	403.13	2,436.85
Chiochiu, Astrid - Accumulation (Accumulation)	0.00	4,414.46
	<u>403.13</u>	<u>6,851.31</u>
Total Income	<u>80,166.26</u>	<u>86,703.36</u>
Expenses		
Accountancy Fees	3,795.00	0.00
ASIC Fees	321.00	618.00
ATO Supervisory Levy	259.00	259.00
Auditor's Remuneration	825.00	0.00
Bank Charges	480.00	480.00
Borrowing Costs	957.20	957.20
Fines	0.00	158.00
	<u>6,637.20</u>	<u>2,472.20</u>
Property Expenses - Body Corporate Fees		
Unit 8/10 Wills St, North Lakes	6,216.00	0.00
	<u>6,216.00</u>	<u>0.00</u>
Property Expenses - Council Rates		
Unit 8/10 Wills St, North Lakes	2,216.60	2,177.80
	<u>2,216.60</u>	<u>2,177.80</u>
Property Expenses - Interest on Loans		
Unit 8/10 Wills St, North Lakes	10,959.66	12,748.59
	<u>10,959.66</u>	<u>12,748.59</u>
Property Expenses - Water Rates		
Unit 8/10 Wills St, North Lakes	722.89	1,233.28
	<u>722.89</u>	<u>1,233.28</u>
Rental Property Expenses		
Property Expenses – Body Corporate	0.00	5,916.00
	<u>0.00</u>	<u>5,916.00</u>
Member Payments		
Benefits Paid/Transfers Out		

Toladdi Super Fund**Detailed Operating Statement**

For the year ended 30 June 2020

	2020	2019
	\$	\$
Chiochiu, Astrid - Accumulation (Accumulation)	10,000.00	0.00
	<u>10,000.00</u>	<u>0.00</u>
Life Insurance Premiums		
Chiochiu, Anatolie - Accumulation (Accumulation)	2,919.62	2,452.01
Chiochiu, Astrid - Accumulation (Accumulation)	2,177.23	1,906.41
	<u>5,096.85</u>	<u>4,358.42</u>
Investment Losses		
Unrealised Movements in Market Value		
Real Estate Properties (Australian - Residential)		
Unit 8/10 Wills St, North Lakes	3,762.44	0.00
	<u>3,762.44</u>	<u>0.00</u>
Changes in Market Values	<u>3,762.44</u>	<u>0.00</u>
Total Expenses	<u>45,611.64</u>	<u>28,906.29</u>
Benefits accrued as a result of operations before income tax	<u>34,554.62</u>	<u>57,797.07</u>
Income Tax Expense		
Income Tax Expense	6,812.36	7,562.90
Total Income Tax	<u>6,812.36</u>	<u>7,562.90</u>
Benefits accrued as a result of operations	<u>27,742.26</u>	<u>50,234.17</u>

Notes to the Financial Statements

For the year ended 30 June 2020

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 2020

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. 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.

Toladdi Super Fund

Notes to the Financial Statements

For the year ended 30 June 2020

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

Note 2: Real Estate Properties (Australian - Residential)

	2020 \$	2019 \$
Unit 8/10 Wills St, North Lakes	362,500.00	366,262.44
	<hr/> 362,500.00	<hr/> 366,262.44

Note 3: Liability for Accrued Benefits

	2020 \$	2019 \$
Liability for accrued benefits at beginning of year	253,737.24	203,503.07
Benefits accrued as a result of operations	27,742.26	50,234.17
Current year member movements	0.00	0.00
	<hr/> 281,479.50	<hr/> 253,737.24

Note 4: Vested Benefits

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

	2020 \$	2019 \$
Vested Benefits	<hr/> 281,479.50	<hr/> 253,737.24

Note 5: Guaranteed Benefits

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

Note 6: Changes in Market Values

Unrealised Movements in Market Value

	2020 \$	2019 \$
Real Estate Properties (Australian - Residential)		
Unit 8/10 Wills St, North Lakes	(3,762.44)	0.00
	<hr/> (3,762.44)	<hr/> 0.00

Toladdi Super Fund**Notes to the Financial Statements**

For the year ended 30 June 2020

Total Unrealised Movement	(3,762.44)	0.00
Realised Movements in Market Value		
	2020	2019
	\$	\$
Total Realised Movement	0.00	0.00
Changes in Market Values	(3,762.44)	0.00
Note 7: Income Tax Expense		
The components of tax expense comprise	2020	2019
	\$	\$
Current Tax	7,188.60	7,562.90
Deferred Tax Liability/Asset	(376.24)	0.00
Income Tax Expense	6,812.36	7,562.90

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%	5,183.19	8,669.56
Less:		
Tax effect of:		
Non Taxable Transfer In	60.47	1,027.70
Add:		
Tax effect of:		
Decrease in MV of Investments	564.37	0.00
SMSF Non-Deductible Expenses	0.00	23.70
Benefit Payments	1,500.00	0.00
TFN Credits	0.00	18.15
Rounding	1.51	0.19
Income Tax on Taxable Income or Loss	7,188.60	7,683.90
Less credits:		
TFN Credits	0.00	121.00

Toladdi Super Fund

Notes to the Financial Statements

For the year ended 30 June 2020

Current Tax or Refund

7,188.60

7,562.90

Toladdi Super Fund**Statement of Taxable Income**For the year ended 30 June 2020

	2020
	\$
Benefits accrued as a result of operations	34,554.62
Less	
Non Taxable Transfer In	403.13
	<u>403.13</u>
Add	
Decrease in MV of investments	3,762.44
Benefits Paid/Transfers Out	10,000.00
	<u>13,762.44</u>
SMSF Annual Return Rounding	10.07
	<u>47,924.00</u>
Taxable Income or Loss	<u>47,924.00</u>
Income Tax on Taxable Income or Loss	7,188.60
	<u>7,188.60</u>
CURRENT TAX OR REFUND	<u>7,188.60</u>
Supervisory Levy	259.00
Income Tax Instalments Paid	(3,896.00)
	<u>3,551.60</u>
AMOUNT DUE OR REFUNDABLE	<u>3,551.60</u>

Toladdi Super Fund
Toladdi Pty Ltd ACN: 612525998
Trustees Declaration

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 2020 present fairly, in all material respects, the financial position of the Superannuation Fund at 30 June 2020 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 2020.

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) Act 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:

.....
Anatolie Chiochiu
Toladdi Pty Ltd
Director

.....
Astrid Chiochiu
Toladdi Pty Ltd
Director

Dated this day of

Toladdi Super Fund

Investment Summary with Market Movement

As at 30 June 2020

Investment	Units	Market Price	Market Value	Average Cost	Accounting Cost	Overall	Unrealised Current Year	Realised Movement
Cash/Bank Accounts								
Westpac DIY Super Working Account		134,923.510000	134,923.51	134,923.51	134,923.51			
			134,923.51		134,923.51			
Real Estate Properties (Australian - Residential)								
8/10WILLS Unit 8/10 Wills St, North Lakes	1.00	362,500.000000	362,500.00	366,262.44	366,262.44	(3,762.44)	(3,762.44)	0.00
			362,500.00		366,262.44	(3,762.44)	(3,762.44)	0.00
			497,423.51		501,185.95	(3,762.44)	(3,762.44)	0.00

Self-managed superannuation fund annual return **2020**

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 2020* (NAT 71287).

- ❗ The *Self-managed superannuation fund annual return instructions 2020* (NAT 71606) (the instructions) can assist you to complete this annual return.
- ⊖ The SMSF annual return cannot be used to notify us of a change in fund membership. You must update fund details via ABR.gov.au or complete the Change of details for superannuation entities form (NAT 3036).

To complete this annual return

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

S	M	I	T	H		S	T				
---	---	---	---	---	--	---	---	--	--	--	--
- Place in ALL applicable boxes.

- Postal address for annual returns:

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

For example;

Australian Taxation Office
GPO Box 9845
SYDNEY NSW 2001

Section A: Fund information

1 Tax file number (TFN)

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

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

2 Name of self-managed superannuation fund (SMSF)

3 Australian business number (ABN) (if applicable)

4 Current postal address

Suburb/town

State/territory

Postcode

5 Annual return status

- | | | |
|--|-------------|-----|
| Is this an amendment to the SMSF's 2020 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 A of the audit report qualified? **B** No YesWas Part B of the audit report qualified? **C** No YesIf Part B of the audit report was qualified, have the reported issues been rectified? **D** No Yes**7 Electronic funds transfer (EFT)**

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

A Fund's financial institution account details

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

Fund BSB number

Fund account number

Fund account name

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

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

BSB number

Account number

Account name

C Electronic service address alias

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

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

9 Was the fund wound up during the income year?

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

10 Exempt current pension income

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

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

No **▶** Go to Section B: Income.

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

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

Segregated assets method **B**

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

Did the fund have any other income that was assessable?

E Yes **▶** Go to Section B: Income.

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

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

Section B: Income

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

11 Income

Did you have a capital gains tax (CGT) event during the year?

G No Yes

If the total capital loss or total capital gain is greater than \$10,000 or you elected to use the transitional CGT relief in 2017 and the deferred notional gain has been realised, complete and attach a *Capital gains tax (CGT) schedule 2020*.

Have you applied an exemption or rollover?

M No Yes

Code

Net capital gain **A** \$

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

Gross interest **C** \$

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

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

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

Transfers from foreign funds **F** \$

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

Gross distribution from partnerships **I** \$

*Unfranked dividend amount **J** \$

*Franked dividend amount **K** \$

*Dividend franking credit **L** \$

*Gross trust distributions **M** \$

Calculation of assessable contributions

Assessable employer contributions

R1 \$

plus Assessable personal contributions

R2 \$

plus [#]No-TFN-quoted contributions

R3 \$

(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 45% tax rate)
(**U1** plus **U2** plus **U3**)

#This is a mandatory label.

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

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

Exempt current pension income **Y** \$

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

Section C: Deductions and non-deductible expenses

12 Deductions and non-deductible expenses

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

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

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

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

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

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

#This is a mandatory label.

Section D: Income tax calculation statement

#Important:

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

13 Calculation statement

Please refer to the *Self-managed superannuation fund annual return instructions 2020* on how to complete the calculation statement.

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

Gross tax **B \$**

(T1 plus J)

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

SUBTOTAL 1

T2 \$

(B less C – cannot be less than zero)

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

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

#TAX PAYABLE **T5 \$**

(T3 less E – cannot be less than zero)

Section 102AAM interest charge

G \$

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

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

PAYG instalments raised

K \$

Supervisory levy

L \$

Supervisory levy adjustment for wound up funds

M \$

Supervisory levy adjustment for new funds

N \$

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

#This is a mandatory label.

Section E: Losses

14 Losses

I If total loss is greater than \$100,000, complete and attach a Losses schedule 2020.

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

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

Section F: Member information

MEMBER 1

Title: Mr Mrs Miss Ms Other

Family name

First given name

Other given names

Member's TFN

See the Privacy note in the Declaration.

Date of birth / /

Contributions

OPENING ACCOUNT BALANCE \$

I Refer to instructions for completing these labels.

Employer contributions

A \$

ABN of principal employer

A1

Personal contributions

B \$

CGT small business retirement exemption

C \$

CGT small business 15-year exemption amount

D \$

Personal injury election

E \$

Spouse and child contributions

F \$

Other third party contributions

G \$

Proceeds from primary residence disposal

H \$

Receipt date / /

H1

Assessable foreign superannuation fund amount

I \$

Non-assessable foreign superannuation fund amount

J \$

Transfer from reserve: assessable amount

K \$

Transfer from reserve: non-assessable amount

L \$

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

T \$

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

M \$

TOTAL CONTRIBUTIONS N \$

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

Other transactions

Allocated earnings or losses **O** \$

Loss

Accumulation phase account balance

S1 \$

Retirement phase account balance – Non CDBIS

S2 \$

Retirement phase account balance – CDBIS

S3 \$

Inward rollovers and transfers **P** \$

Outward rollovers and transfers **Q** \$

Lump Sum payments **R1** \$

Income stream payments **R2** \$

Code

Code

TRIS Count

CLOSING ACCOUNT BALANCE S \$

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

Accumulation phase value **X1** \$

Retirement phase value **X2** \$

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

MEMBER 2

Title: Mr Mrs Miss Ms Other
Family name

First given name Other given names

Member's TFN

See the Privacy note in the Declaration.

Date of birth Day / Month / Year

Contributions

OPENING ACCOUNT BALANCE \$

I Refer to instructions for completing these labels.

Employer contributions

A \$

ABN of principal employer

A1

Personal contributions

B \$

CGT small business retirement exemption

C \$

CGT small business 15-year exemption amount

D \$

Personal injury election

E \$

Spouse and child contributions

F \$

Other third party contributions

G \$

Proceeds from primary residence disposal

H \$

Receipt date Day / Month / Year

H1

Assessable foreign superannuation fund amount

I \$

Non-assessable foreign superannuation fund amount

J

Transfer from reserve: assessable amount

K \$

Transfer from reserve: non-assessable amount

L \$

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

T \$

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

M \$

TOTAL CONTRIBUTIONS N \$

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

Other transactions

Allocated earnings or losses **O** \$

Loss

Accumulation phase account balance

S1 \$

Retirement phase account balance – Non CDBIS

S2 \$

Retirement phase account balance – CDBIS

S3 \$

TRIS Count

Inward rollovers and transfers **P** \$

Outward rollovers and transfers **Q** \$

Lump Sum payments **R1** \$

Income stream payments **R2** \$

Code

Code

CLOSING ACCOUNT BALANCE S \$

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

Accumulation phase value **X1** \$

Retirement phase value **X2** \$

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

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

<p>Limited recourse borrowing arrangements</p> <p>Australian residential real property J1 \$</p> <p>Australian non-residential real property J2 \$</p> <p>Overseas real property J3 \$</p> <p>Australian shares J4 \$</p> <p>Overseas shares J5 \$</p> <p>Other J6 \$</p> <p>Property count J7 \$</p>	<p>Cash and term deposits E \$</p> <p>Debt securities F \$</p> <p style="margin-left: 100px;">Loans G \$</p> <p>Listed shares H \$</p> <p>Unlisted shares I \$</p> <p style="text-align: center;">Limited recourse borrowing arrangements J \$</p> <p style="margin-left: 100px;">Non-residential real property K \$</p> <p style="margin-left: 100px;">Residential real property L \$</p> <p style="margin-left: 100px;">Collectables and personal use assets M \$</p> <p style="margin-left: 100px;">Other assets O \$</p>
---	---

15c Other investments

Crypto-Currency **N** \$

15d Overseas direct investments

Overseas shares **P** \$

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

Overseas residential real property **R** \$

Overseas managed investments **S** \$

Other overseas assets **T** \$

<p>TOTAL AUSTRALIAN AND OVERSEAS ASSETS U \$</p> <p><small>(Sum of labels A to T)</small></p>

15e In-house assets

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

A No Yes **B** \$

15f Limited recourse borrowing arrangements

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

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

16 LIABILITIES

Borrowings for limited recourse borrowing arrangements

V1 \$

Permissible temporary borrowings

V2 \$

Other borrowings

V3 \$Borrowings **V \$**

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

Reserve accounts **X \$**Other liabilities **Y \$****TOTAL LIABILITIES Z \$****Section I: Taxation of financial arrangements****17 Taxation of financial arrangements (TOFA)**Total TOFA gains **H \$**Total TOFA losses **I \$****Section J: Other information****Family trust election status**

If the trust or fund has made, or is making, a family trust election, write the four-digit **income year specified** of the election (for example, for the 2019-20 income year, write **2020**). **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 2020*. **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 2020* for each election. **C**

If revoking an interposed entity election, print **R**, and complete and attach the *Interposed entity election or revocation 2020*. **D**

Section K: Declarations

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

Important

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

Privacy

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

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

TRUSTEE'S OR DIRECTOR'S DECLARATION:

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

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

Date Day / Month / Year

Preferred trustee or director contact details:

Title: Mr Mrs Miss Ms Other

Family name

First given name

Other given names

Phone number

Email address

Non-individual trustee name (if applicable)

ABN of non-individual trustee

Time taken to prepare and complete this annual return

Hrs

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

TAX AGENT'S DECLARATION:

I declare that the Self-managed superannuation fund annual return 2020 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

Capital gains tax (CGT) schedule

2020

When completing this form

- Print clearly, using a black or dark blue pen only.
- Use BLOCK LETTERS and print one character in each box.

S	M	I	T	H		S	T												
---	---	---	---	---	--	---	---	--	--	--	--	--	--	--	--	--	--	--	--

- 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 2020* available on our website at ato.gov.au for instructions on how to complete this schedule.

Tax file number (TFN)

I 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 \$
Amount of capital gain previously deferred under transitional CGT relief for superannuation funds	S \$		
Total current year capital gains	J \$		

Add the amounts at labels **K** to **R** and write the total in item 2 label **A – Total current year capital losses**.

2 Capital lossesTotal 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 forwardNet 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 discountTotal CGT discount applied **A \$**

5 CGT concessions for small businessSmall business active asset reduction **A \$**Small business retirement exemption **B \$**Small business rollover **C \$**Total small business concessions applied **D \$**

6 Net capital gainNet 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

2020

Companies and trusts that do not join consolidated groups should complete and attach this schedule to their 2020 tax return. Superannuation funds should complete and attach this schedule to their 2020 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.

Place in all applicable boxes.

Refer to *Losses schedule instructions 2020*, 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

Part A – Losses carried forward to the 2020–21 income year – excludes film losses

1 Tax losses carried forward to later income years

Year of loss	
2019–20	B
2018–19	C
2017–18	D
2016–17	E
2015–16	F
2014–15 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	
2019–20	H
2018–19	I
2017–18	J
2016–17	K
2015–16	L
2014–15 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 business continuity 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 business continuity test has to be satisfied in relation to that loss.

Do not complete items 1 or 2 of Part B if, in the 2019–20 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 2019–20 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			
2019–20	A	Yes	No
2018–19	B	Yes	No
2017–18	C	Yes	No
2016–17	D	Yes	No
2015–16	E	Yes	No
2014–15 and earlier income years	F	Yes	No

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

Tax losses **G**

Net capital losses **H**

3 Losses carried forward for which the business continuity 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

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

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

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

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

Date Day / Month / Year

Contact person

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

HUI '5 [YbhBi a VYf



2020 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 2020 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: Toladdi Super Fund

Signature of taxpayer:

Members Statement

Anatolie Chiochiu
 1 Chichester Street
 North Lakes, Queensland, 4509, Australia

Your Details

Date of Birth : 14/05/1971
 Age: 49
 Tax File Number: Provided
 Date Joined Fund: 20/05/2016
 Service Period Start Date: 14/12/2005
 Date Left Fund:
 Member Code: CHIANA00001A
 Account Start Date: 20/05/2016
 Account Phase: Accumulation Phase
 Account Description: Accumulation

Nominated Beneficiaries N/A
 Vested Benefits 153,311.98
 Total Death Benefit 1,308,311.98
 Current Salary 0.00
 Previous Salary 0.00
 Disability Benefit 1,155,000.00

Your Balance

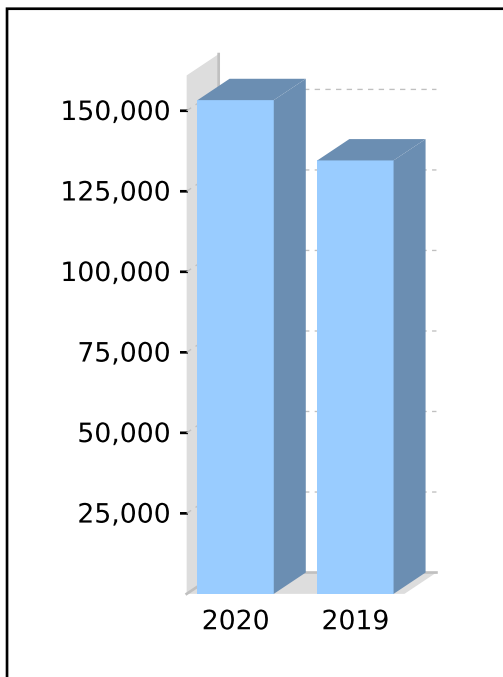
Total Benefits 153,311.98

Preservation Components
 Preserved 153,311.98
 Unrestricted Non Preserved
 Restricted Non Preserved

Tax Components
 Tax Free 383.48
 Taxable 152,928.50

Your Detailed Account Summary

	This Year	Last Year
Opening balance at 01/07/2019	134,584.71	110,491.05
<u>Increases to Member account during the period</u>		
Employer Contributions	25,000.00	25,000.00
Personal Contributions (Concessional)		
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		
Transfers In	403.13	2,436.85
Net Earnings	(402.96)	2,945.87
Internal Transfer In		
<u>Decreases to Member account during the period</u>		
Pensions Paid		
Contributions Tax	3,750.00	3,750.00
Income Tax	(396.72)	87.05
No TFN Excess Contributions Tax		
Excess Contributions Tax		
Refund Excess Contributions		
Division 293 Tax		
Insurance Policy Premiums Paid	2,919.62	2,452.01
Management Fees		
Member Expenses		
Benefits Paid/Transfers Out		
Superannuation Surcharge Tax		
Internal Transfer Out		
Closing balance at 30/06/2020	153,311.98	134,584.71



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

Anatolie Chiochiu
Director

Astrid Chiochiu
Director

Members Statement

Astrid Chiochiu
 1 Chichester Street
 North Lakes, Queensland, 4509, Australia

Your Details

Date of Birth : 19/08/1974
 Age: 45
 Tax File Number: Provided
 Date Joined Fund: 20/05/2016
 Service Period Start Date: 08/12/1992
 Date Left Fund:
 Member Code: CHIAST00001A
 Account Start Date: 20/05/2016
 Account Phase: Accumulation Phase
 Account Description: Accumulation

Nominated Beneficiaries N/A
 Vested Benefits 128,167.52
 Total Death Benefit 1,283,167.52
 Current Salary 0.00
 Previous Salary 0.00
 Disability Benefit 1,155,000.00

Your Balance

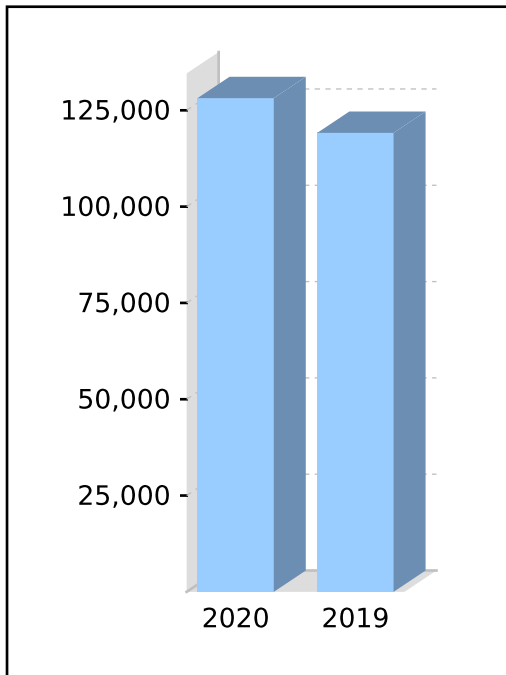
Total Benefits 128,167.52

Preservation Components
 Preserved 128,167.52
 Unrestricted Non Preserved
 Restricted Non Preserved

Tax Components
 Tax Free 3,937.73
 Taxable 124,229.79

Your Detailed Account Summary

	This Year	Last Year
Opening balance at 01/07/2019	119,152.53	93,012.02
<u>Increases to Member account during the period</u>		
Employer Contributions	25,000.00	25,000.00
Personal Contributions (Concessional)		
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		
Transfers In		4,414.46
Net Earnings	(348.70)	2,479.31
Internal Transfer In		
<u>Decreases to Member account during the period</u>		
Pensions Paid		
Contributions Tax	3,750.00	3,750.00
Income Tax	(290.92)	96.85
No TFN Excess Contributions Tax		
Excess Contributions Tax		
Refund Excess Contributions		
Division 293 Tax		
Insurance Policy Premiums Paid	2,177.23	1,906.41
Management Fees		
Member Expenses		
Benefits Paid/Transfers Out	10,000.00	
Superannuation Surcharge Tax		
Internal Transfer Out		
Closing balance at 30/06/2020	128,167.52	119,152.53



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

Anatolie Chiochiu
Director

Astrid Chiochiu
Director

8 October 2020

Toladdi Super Fund
1 Chichester Street
NORTH LAKES QLD 4509

Dear Anatolie & Astrid

Enclosed are the following documents for your consideration for the year ended 30 June 2020.

- Financial Statements
- Income Tax Return
- Minutes
- Investment Strategy
- Annual Members Statements

Our estimate indicates the following outcome:

<i>Tax Payer</i>	<i>Amount</i>	<i>Refund / Payable</i>
Toladdi Super Fund	\$3,551.60	Payable

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 by 22 October 2020** for lodgement with the ATO. The onus is on you to return these in a timely manner by this date.
 - 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 diarise any payment due dates as the ATO may impose penalties if payment is not received by the due date and reminder notices are not issued. Payment is due by 17 May 2021.

The estimate also indicates that upon lodgement of this tax return, you will be required to pay Quarterly Pay As You Go (PAYG) Instalments as listed below towards your tax for **2021**. You will receive quarterly notices from the ATO and you will need to pay them by the due date specified in the table below. If however, you believe the fund's circumstances have changed, please contact our office as we may be able to vary your amount depending on the situation.

<i>Quarter</i>	<i>Amount</i>	<i>Due Date</i>
Q1: July – September	\$1,920.00	28 October 2020
Q2: October - December	\$1,756.00	28 February 2021
Q3: January - March	\$1,756.00	28 April 2021
Q4: April – June	\$1,756.00	28 July 2021

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.

Your latest lodgement date is, 17 May 2021.

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

Toladdi Super Fund

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 - 10 %	0 %
International Shares	0 - 10 %	0 %
Cash	2 - 40 %	20 %
Australian Fixed Interest	0 - 10 %	0 %
International Fixed Interest	0 - 10 %	0 %
Mortgages	0 - 10 %	0 %
Direct Property	60 - 100 %	80 %
Listed Property	0 - 10 %	0 %
Other	0 - 10 %	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: / /

.....

Anatolie Chiochiu

Toladdi Super Fund

Projected Investment Strategy

.....
Astrid Chiochi

Minutes of a meeting of the Director(s)

held on / / at 1 Chichester Street, North Lakes, Queensland 4509

PRESENT:	Anatolie Chiochiu and Astrid Chiochiu
MINUTES:	The Chair reported that the minutes of the previous meeting had been signed as a true record.
FINANCIAL STATEMENTS OF SUPERANNUATION FUND:	<p>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.</p> <p>The Chair tabled the financial statements and notes to the financial statements of the Superannuation Fund in respect of the year ended 30 June 2020 and it was resolved that such statements be and are hereby adopted as tabled.</p>
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 2020, it was resolved that the annual return be approved, signed and lodged with the Australian Taxation Office.
INVESTMENT STRATEGY:	The allocation of the Fund's assets and the Fund's investment performance over the financial year were reviewed and found to be within the acceptable ranges outlined in the investment strategy. After considering the risk, rate of return, diversification and liquidity of the investments and the ability of the Fund to discharge its existing liabilities, it was resolved that the investment strategy continues to reflect the purposes and circumstances of the Fund and its members. Accordingly, no changes in the investment strategy were required.
ALLOCATION OF INCOME:	It was resolved that the income of the Fund would be allocated to the members based on their average daily balance (an alternative allocation basis may be percentage of opening balance).
INVESTMENT ACQUISITIONS:	It was resolved to ratify the investment acquisitions throughout the financial year ended 30 June 2020.
INVESTMENT DISPOSALS:	It was resolved to ratify the investment disposals throughout the financial year ended 30 June 2020.
AUDITORS:	<p>It was resolved that</p> <p>Tony Boys</p> <p>of</p> <p>PO Box 3376, Rundle Mall, South Australia 5000</p> <p>act as auditors of the Fund for the next financial year.</p>
TAX AGENTS:	<p>It was resolved that</p> <p>Herron Accountants</p> <p>act as tax agents of the Fund for the next financial year.</p>
TRUSTEE STATUS:	Each of the trustee(s) confirmed that they are qualified to act as trustee(s) of the Fund and that they are not disqualified persons as defined by s 120 of the SISA.
CONTRIBUTIONS RECEIVED:	It was resolved that the contributions during the year be allocated to members

Toladdi Super Fund

Minutes of a meeting of the Director(s)

held on / / at 1 Chichester Street, North Lakes, Queensland 4509

on the basis of the schedule provided by the principal Fund employer.

CLOSURE:

All resolutions for this meeting were made in accordance with the SISA and Regulations.

There being no further business the meeting then closed.

Signed as a true record –

.....



Anatolie Chiochiu

Chairperson

Toladdi Super Fund

Trial Balance

As at 30 June 2020

Last Year	Code	Account Name	Units	Debits \$	Credits \$
	24200	Contributions			
(25,000.00)	24200/CHIANA00001A	(Contributions) Chiochiu, Anatolie - Accumulation			25,000.00
(25,000.00)	24200/CHIAST00001A	(Contributions) Chiochiu, Astrid - Accumulation			25,000.00
	24700	Changes in Market Values of Investments		3,762.44	
	25000	Interest Received			
(152.05)	25000/estpac DIY Super Wo2	Westpac DIY Super Working Account			63.13
	28000	Property Income			
(29,700.00)	28000/8/10WILLS	Unit 8/10 Wills St, North Lakes			29,700.00
	28500	Transfers In			
(2,436.85)	28500/CHIANA00001A	(Transfers In) Chiochiu, Anatolie - Accumulation			403.13
(4,414.46)	28500/CHIAST00001A	(Transfers In) Chiochiu, Astrid - Accumulation			
	30100	Accountancy Fees		3,795.00	
259.00	30400	ATO Supervisory Levy		259.00	
	30700	Auditor's Remuneration		825.00	
618.00	30800	ASIC Fees		321.00	
480.00	31500	Bank Charges		480.00	
957.20	32600	Borrowing Costs		957.20	
158.00	38200	Fines			
	39000	Life Insurance Premiums			
2,452.01	39000/CHIANA00001A	(Life Insurance Premiums) Chiochiu, Anatolie - Accumulation		2,919.62	
1,906.41	39000/CHIAST00001A	(Life Insurance Premiums) Chiochiu, Astrid - Accumulation		2,177.23	
	41960	Property Expenses - Council Rates			
2,177.80	41960/8/10WILLS	Unit 8/10 Wills St, North Lakes		2,216.60	
	42010	Property Expenses - Interest on Loans			
12,748.59	42010/8/10WILLS	Unit 8/10 Wills St, North Lakes		10,959.66	
	42100	Property Expenses - Body Corporate Fees			
	42100/8/10WILLS	Unit 8/10 Wills St, North Lakes		6,216.00	
	42150	Property Expenses - Water Rates			

Toladdi Super Fund

Trial Balance

As at 30 June 2020

Last Year	Code	Account Name	Units	Debits \$	Credits \$
1,233.28	42150/8/10WILLS	Unit 8/10 Wills St, North Lakes		722.89	
	42501	Rental Property Expenses			
5,916.00	42501/00023	Property Expenses – Body Corporate			
	46000	Benefits Paid/Transfers Out			
	46000/CHIAST00001A	(Benefits Paid/Transfers Out) Chiochiu, Astrid - Accumulation		10,000.00	
7,562.90	48500	Income Tax Expense		6,812.36	
50,234.17	49000	Profit/Loss Allocation Account		27,742.26	
	50010	Opening Balance			
(110,491.05)	50010/CHIANA00001A	(Opening Balance) Chiochiu, Anatolie - Accumulation			134,584.71
(93,012.02)	50010/CHIAST00001A	(Opening Balance) Chiochiu, Astrid - Accumulation			119,152.53
	52420	Contributions			
(25,000.00)	52420/CHIANA00001A	(Contributions) Chiochiu, Anatolie - Accumulation			25,000.00
(25,000.00)	52420/CHIAST00001A	(Contributions) Chiochiu, Astrid - Accumulation			25,000.00
	52850	Transfers In			
(2,436.85)	52850/CHIANA00001A	(Transfers In) Chiochiu, Anatolie - Accumulation			403.13
(4,414.46)	52850/CHIAST00001A	(Transfers In) Chiochiu, Astrid - Accumulation			0.00
	53100	Share of Profit/(Loss)			
(2,945.87)	53100/CHIANA00001A	(Share of Profit/(Loss)) Chiochiu, Anatolie - Accumulation		402.96	
(2,479.31)	53100/CHIAST00001A	(Share of Profit/(Loss)) Chiochiu, Astrid - Accumulation		348.70	
	53330	Income Tax			
87.05	53330/CHIANA00001A	(Income Tax) Chiochiu, Anatolie - Accumulation			396.72
96.85	53330/CHIAST00001A	(Income Tax) Chiochiu, Astrid - Accumulation			290.92
	53800	Contributions Tax			
3,750.00	53800/CHIANA00001A	(Contributions Tax) Chiochiu, Anatolie - Accumulation		3,750.00	
3,750.00	53800/CHIAST00001A	(Contributions Tax) Chiochiu, Astrid - Accumulation		3,750.00	
	53920	Life Insurance Premiums			
2,452.01	53920/CHIANA00001A	(Life Insurance Premiums) Chiochiu, Anatolie - Accumulation		2,919.62	
1,906.41	53920/CHIAST00001A	(Life Insurance Premiums) Chiochiu, Astrid - Accumulation		2,177.23	

Toladdi Super Fund

Trial Balance

As at 30 June 2020

Last Year	Code	Account Name	Units	Debits \$	Credits \$
	54500	Benefits Paid/Transfers Out			
	54500/CHIAST00001A	(Benefits Paid/Transfers Out) Chiochiu, Astrid - Accumulation		10,000.00	
	60400	Bank Accounts			
103,645.18	60400/estpac DIY Super Wo2	Westpac DIY Super Working Account		134,923.51	
1,951.11	66000	Borrowing Cost		993.91	
2,475.00	68000	Sundry Debtors		2,475.00	
	77200	Real Estate Properties (Australian - Residential)			
366,262.44	77200/8/10WILLS	Unit 8/10 Wills St, North Lakes	1.0000	362,500.00	
(5,202.90)	85000	Income Tax Payable/Refundable			3,292.60
	85500	Limited Recourse Borrowing Arrangements			
(213,891.30)	85500/00009	Westpac Business Loan			207,138.96
(590.00)	86000	PAYG Payable			974.00
(912.29)	88000	Sundry Creditors			8,383.60
	89000	Deferred Tax Liability/Asset		376.24	
				604,783.43	604,783.43

Current Year Profit/(Loss): 34,554.62

Toladdi Super Fund

Investment Summary with Market Movement

As at 30 June 2020

Investment	Units	Market Price	Market Value	Average Cost	Accounting Cost	Overall	Unrealised Current Year	Realised Movement
Cash/Bank Accounts								
Westpac DIY Super Working Account		134,923.510000	134,923.51	134,923.51	134,923.51			
			134,923.51		134,923.51			
Real Estate Properties (Australian - Residential)								
8/10WILLS Unit 8/10 Wills St, North Lakes	1.00	362,500.000000	362,500.00	366,262.44	366,262.44	(3,762.44)	(3,762.44)	0.00
			362,500.00		366,262.44	(3,762.44)	(3,762.44)	0.00
			497,423.51		501,185.95	(3,762.44)	(3,762.44)	0.00

Jay Rajapakse

From: Jay Rajapakse
Sent: Friday, 10 July 2020 4:57 PM
To: 'Five Star Dance Academy'
Subject: Info required - 2020 - Toladdi Super Fund

Hi Astrid,

Could you please reply to below queries for us to finalise 2020 SMSF accounts.

1. Council rates – Please provide tax invoices

02/08/2019	WITHDRAWAL ONLINE 6737459 BPAY MBRC PAYME Rates	554.15	✓
04/11/2019	WITHDRAWAL MOBILE 6193027 BPAY MBRC PAYME rates	554.15	✓
03/02/2020	WITHDRAWAL ONLINE 4166139 BPAY MBRC PAYME Rates	554.15	✓
11/05/2020	WITHDRAWAL ONLINE 1563412 BPAY MBRC PAYME RATES	554.15	✓

2. Water rates – Please provide tax invoices

Property Expenses - Water Rates (42150)

Unit 8/10 Wills St. North Lakes (8/10WILLS)

09/10/2019	WITHDRAWAL ONLINE 8568167 BPAY UNITYWATER Utilities	226.50	✓
13/01/2020	WITHDRAWAL ONLINE 9018487 BPAY UNITYWATER Utilites	244.07	✓
16/01/2020	WITHDRAWAL ONLINE 7423290 BPAY UNITYWATER Water bill	244.07	✓
08/04/2020	WITHDRAWAL ONLINE 2053134 BPAY UNITYWATER Utilites	8.25	✓

3. Body Corporate fees – Please provide tax invoices

Rental Property Expenses (42501)

Body Corporate Fees (00023)

03/09/2019	WITHDRAWAL ONLINE 0879976 BPAY WHITTLES S Body Corp	1,554.00	✓
04/11/2019	WITHDRAWAL MOBILE 7179655 BPAY WHITTLES S body Corp	1,554.00	✓
03/02/2020	WITHDRAWAL ONLINE 4697222 BPAY WHITTLES S Body Corp	1,554.00	✓
27/05/2020	WITHDRAWAL ONLINE 8863098 BPAY WHITTLES S Body corp	1,554.00	✓

4. Please provide ATO letter confirming early release of super for COVID-19 ✓

5. I was under the impression that FiveStar stopped paying rent from April 2020 due to COVID-19 but you have continued to pay rent until June 2020. Is it correct and can we assume that no deferral or rent relief taken up by FiveStar.

Thanks
Jay

COVID-19

Jay Rajapakse

From: Jay Rajapakse
Sent: Friday, 10 July 2020 11:10 AM
To: 'Five Star Dance Academy'
Subject: Toladdi Super Fund - Bank statements

Hi Astrid,

Can you please email me below bank statements in PDF form.

- Westpac Super Working Account*2323 (From April 2020 to June 2020)
- Westpac Business Loan (From July 2019 to June 2020)

Thanks
Jay

COVID-19

Please be aware that our firm is working collectively on ensuring we are keeping current with the Government Stimulus Packages that are being released. Initially this requires internal discussions to digest and discuss where and how this will assist all our varying client situations and we will be in touch as soon as we can about these packages and how they can assist you and your business. Rest assured we are being very proactive and have your best interests in mind during this unprecedented and difficult period.

If you are experiencing difficulties meeting your obligations because of COVID-19, please contact me to discuss further.

For the health and wellbeing of our clients and staff, during this period we have some staff working from home and limited staff in the office. Meetings are restricted where possible and communication will be by phone, email or 'Zoom' appointment. We appreciate your patience and understanding.

Jay Rajapakse CPA

ACCOUNTANT

NORTH LAKES | P 07 3204 4166

Unit 1, 48 Flinders Pde, North Lakes Qld 4509
PO Box 504 North Lakes Qld 4509

FORTITUDE VALLEY |

Level 2, 47 Warner St Fortitude Valley Qld 4006

herronaccountants.com.au



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Bank Reconciliation - Super Fund

Client Name: Toladdi Super Fund
Client Code: CHIO0000 Period Ended: 30 June 2020
Partner/Manager: Stuart Arthur Accountant: Jay Rajapakse

Bank: Wesptac Super Working Account Account No: _____
BGL Code: _____

AS AT

30/06/2020

Balance as per bank statement


\$134,923.51

add: Outstanding deposits

0.00
0.00
0.00

0.00
134,923.51

less: Outstanding cheques

Chq No	Code	Amount
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00

Reconciled Balance

0.00
\$134,923.51



Westpac DIY Super Working Account

Statement Period
28 February 2020 - 29 May 2020

Account Name
TOLADDI PTY LTD ATF TOLADDI
SUPER FUND

Customer ID
8425 8249 TOLADDI PTY LTD

BSB Account Number
034-073 282 323

Opening Balance	+ \$122,739.00
Total Credits	+ \$9,905.65
Total Debits	- \$6,664.40
Closing Balance	+ \$125,980.25

INTEREST RATES (PER ANNUM) ON CREDIT BALANCES

Effective Date	\$0 to \$9999	Over \$9999 to \$49999	Over \$49999 to \$99999	Over \$99999 to \$499999
24 Oct 2019	0.05 %	0.05 %	0.05 %	0.05 %
17 Mar 2020	0.01 %	0.01 %	0.01 %	0.01 %

Effective Date	Over \$499999
24 Oct 2019	0.05 %
17 Mar 2020	0.02 %

Tax File Number/Australian Business Number Information: Tax File Numbers or Australian Business Numbers are not held and Pay As You Go withholding tax may be deducted from interest.

TRANSACTIONS

Please check all entries on this statement and promptly inform Westpac of any possible error or unauthorised transaction

DATE	TRANSACTION DESCRIPTION	DEBIT	CREDIT	BALANCE
28/02/20	STATEMENT OPENING BALANCE			122,739.00
09/03/20	Deposit-Osko Payment 2030650 Five Star Dance Academy Pty Ltd Rent Feb 2020		2,475.00	125,214.00
09/03/20	Deposit-Osko Payment 2031181 Five Star Dance Academy Pty Ltd Rent March 2020		2,475.00	127,689.00
09/03/20	Deposit-Osko Payment 2040216 Five Star Dance Academy Pty Ltd Rent April 2020		2,475.00	130,164.00



TRANSACTIONS

Please check all entries on this statement and promptly inform Westpac of any possible error or unauthorised transaction

DATE	TRANSACTION DESCRIPTION	DEBIT	CREDIT	BALANCE
16/03/20	Periodical Payment To Toladdi Pty Ltd Loan Repayment	1,516.00		128,648.00
31/03/20	Interest Paid		3.59	128,651.59
08/04/20	Withdrawal Online 2053134 Bpay Unitywater Utilites	8.25		128,643.34
15/04/20	Periodical Payment To Toladdi Pty Ltd Loan Repayment	1,516.00		127,127.34
30/04/20	Interest Paid		1.05	127,128.39
11/05/20	Deposit-Osko Payment 2808505 Five Star Dance Academy Pty Ltd Rent May 2020		2,475.00	129,603.39
11/05/20	Withdrawal Online 1563412 Bpay Mbrc Payme Rates	554.15		129,049.24
15/05/20	Periodical Payment To Toladdi Pty Ltd Loan Repayment	1,516.00		127,533.24
27/05/20	Withdrawal Online 8863098 Bpay Whittles S Body corp	1,554.00		125,979.24
29/05/20	Interest Paid		1.01	125,980.25
29/05/20	CLOSING BALANCE			125,980.25

CONVENIENCE AT YOUR FINGERTIPS

Use Online, Mobile or Tablet Banking to pay bills, transfer funds, check your account balances and much more

TRANSACTION FEE SUMMARY

To reconcile your Transaction Fee Summary you may need to refer to transactions listed on your previous statement(s).

Fee(s) charged to account 034-073 28-2323

Transaction fee(s) period 01 FEB 2020 to 30 APR 2020

Total \$0.00



Statement Period
29 May 2020 - 24 July 2020

Westpac DIY Super Working Account

Account Name
TOLADDI PTY LTD ATF TOLADDI
SUPER FUND

Customer ID
8425 8249 TOLADDI PTY LTD

BSB Account Number
034-073 282 323

Opening Balance	+ \$125,980.25
Total Credits	+ \$25,354.26
Total Debits	- \$25,773.00
Closing Balance	+ \$125,561.51

INTEREST RATES (PER ANNUM) ON CREDIT BALANCES

Effective Date	\$0 to \$9999	Over \$9999 to \$49999	Over \$49999 to \$99999	Over \$99999 to \$499999
17 Mar 2020	0.01 %	0.01 %	0.01 %	0.01 %

Effective Date	Over \$499999
17 Mar 2020	0.02 %

Tax File Number/Australian Business Number Information: Tax File Numbers or Australian Business Numbers are not held and Pay As You Go withholding tax may be deducted from interest.

TRANSACTIONS

Please check all entries on this statement and promptly inform Westpac of any possible error or unauthorised transaction

DATE	TRANSACTION DESCRIPTION	DEBIT	CREDIT	BALANCE
29/05/20	STATEMENT OPENING BALANCE			125,980.25
01/06/20	Deposit-Osko Payment 2817540 Anatolie Courier Pty Ltd Tol Super Apr to Jun Tol Super Apr to Jun		7,000.00	132,980.25
10/06/20	Withdrawal-Osko Payment 1137843 A Chiochiu Super release June 2020	10,000.00		122,980.25
15/06/20	Periodical Payment To Toladdi Pty Ltd Loan Repayment	1,516.00		121,464.25
17/06/20	Withdrawal Online 1904103 Pymt Herron Acc Accountant Fees	2,420.00		119,044.25



TRANSACTIONS

Please check all entries on this statement and promptly inform Westpac of any possible error or unauthorised transaction

DATE	TRANSACTION DESCRIPTION	DEBIT	CREDIT	BALANCE
19/06/20	Deposit-Osko Payment 2800339 Five Star Dance Academy Pty Ltd Super - Jan-June 2020		13,000.00	132,044.25
23/06/20	Deposit Ato Ato001000012810820		403.13	132,447.38
29/06/20	Deposit-Osko Payment 2433739 Five Star Dance Academy Pty Ltd Rent June 2020		2,475.00	134,922.38
30/06/20	Interest Paid		1.13	134,923.51
15/07/20	Periodical Payment To Toladdi Pty Ltd Loan Repayment	1,516.00		133,407.51
20/07/20	Withdrawal-Osko Payment 1021039 A Chiochiu Super Release July 2020	10,000.00		123,407.51
20/07/20	Withdrawal Online 3964095 Bpay Asic Asic	267.00		123,140.51
20/07/20	Withdrawal Online 4100182 Bpay Asic Asic	54.00		123,086.51
24/07/20	Deposit-Osko Payment 2959736 Five Star Dance Academy Pty Ltd Rent July 2020		2,475.00	125,561.51
24/07/20	CLOSING BALANCE			125,561.51

CONVENIENCE AT YOUR FINGERTIPS

Use Online, Mobile or Tablet Banking to pay bills, transfer funds, check your account balances and much more

TRANSACTION FEE SUMMARY

To reconcile your Transaction Fee Summary you may need to refer to transactions listed on your previous statement(s).

Fee(s) charged to account 034-073 28-2323

Transaction fee(s) period 01 MAY 2020 to 30 JUN 2020

Total \$0.00

ANNUAL INFORMATION FOR THE PERIOD 1 JULY 2019 TO 30 JUNE 2020

For account: 4073/282323

Total interest credited	\$71.13
Withholding tax deducted	\$8.00

These details are provided for your records and taxation purposes

Date	Narrative	Debit Amount	Credit Amc	Balance	Categories	Serial
28/02/2020	INTEREST PAID		4.71	122739	INT	
17/02/2020	PERIODICAL PAYMENT TO 0000000 TOLADDI PTY LTD LOAN REPAYMENT	1516		122734.3	REPEATPMT	
14/02/2020	DEPOSIT-OSKO PAYMENT 2879915 FIVE STAR DANCE ACADEMY PTY LTD Rent Jan 2020		2475	124250.3	DEP	
03/02/2020	PAYMENT BY AUTHORITY TO TAL Life Limited 1769775-A4082701	2177.23		121775.3	PAYMENT	
03/02/2020	WITHDRAWAL ONLINE 4697222 BPAY WHITTLES S Body Corp	1554		123952.5	PAYMENT	
03/02/2020	WITHDRAWAL ONLINE 4166139 BPAY MBRC PAYME Rates	554.15		125506.5	PAYMENT	
31/01/2020	INTEREST PAID		5.33	126060.7	INT	
16/01/2020	WITHDRAWAL ONLINE 7423290 BPAY UNITYWATER Water bill	244.07		126055.3	PAYMENT	
15/01/2020	PERIODICAL PAYMENT TO 0000000 TOLADDI PTY LTD LOAN REPAYMENT	1516		126299.4	REPEATPMT	
13/01/2020	PAYMENT BY AUTHORITY TO TAL Life Limited 1769789-A3632523	2919.62		127815.4	PAYMENT	
13/01/2020	WITHDRAWAL ONLINE 9018487 BPAY UNITYWATER Utilites	244.07		130735	PAYMENT	
08/01/2020	DEPOSIT-OSKO PAYMENT 2867746 FIVE STAR DANCE ACADEMY PTY LTD Super Oct-Dec 2019		6000	130979.1	DEP	
06/01/2020	DEPOSIT-OSKO PAYMENT 2443079 ANATOLIE COURIER PTY LTD Jan,Feb,Mar 2020 Super		6000	124979.1	DEP	
31/12/2019	INTEREST PAID		5.14	118979.1	INT	
30/12/2019	DEPOSIT-OSKO PAYMENT 2004670 FIVE STAR DANCE ACADEMY PTY LTD Rent December 2019		2475	118974	DEP	
16/12/2019	PERIODICAL PAYMENT TO 0000000 TOLADDI PTY LTD LOAN REPAYMENT	1516		116499	REPEATPMT	
03/12/2019	WITHDRAWAL ONLINE 1029184 PYMT Herron Acc Accountant fees	550		118015	PAYMENT	
03/12/2019	DEPOSIT-OSKO PAYMENT 2047925 ANATOLIE COURIER PTY LTD Accountant Fee refund		550	118565	DEP	
29/11/2019	INTEREST PAID		4.66	118015	INT	
19/11/2019	DEPOSIT-OSKO PAYMENT 2979641 FIVE STAR DANCE ACADEMY PTY LTD Rent Dec 2019		2475	118010.3	DEP	
15/11/2019	PERIODICAL PAYMENT TO 0000000 TOLADDI PTY LTD LOAN REPAYMENT	1516		115535.3	REPEATPMT	
04/11/2019	WITHDRAWAL MOBILE 7179655 BPAY WHITTLES S body Corp	1554		117051.3	PAYMENT	
04/11/2019	WITHDRAWAL MOBILE 6193027 BPAY MBRC PAYME rates	554.15		118605.3	PAYMENT	
31/10/2019	INTEREST PAID		8.6	119159.5	INT	
23/10/2019	DEPOSIT-OSKO PAYMENT 2058403 FIVE STAR DANCE ACADEMY PTY LTD Rent Nov 2019		2475	119150.9	DEP	
22/10/2019	DEPOSIT-OSKO PAYMENT 2865769 FIVE STAR DANCE ACADEMY PTY LTD Rent Oct 2019		2475	116675.9	DEP	
21/10/2019	DEPOSIT-OSKO PAYMENT 2019052 FIVE STAR DANCE ACADEMY PTY LTD Rent Sept 2019		2475	114200.9	DEP	
16/10/2019	WITHDRAWAL ONLINE 8559604 BPAY TAX OFFICE BAS July-Sept19	974		111725.9	PAYMENT	
15/10/2019	PERIODICAL PAYMENT TO 0000000 TOLADDI PTY LTD LOAN REPAYMENT	1516		112699.9	REPEATPMT	
09/10/2019	WITHDRAWAL ONLINE 8568167 BPAY UNITYWATER Utilities	226.5		114215.9	PAYMENT	
02/10/2019	DEPOSIT-OSKO PAYMENT 2554576 ANATOLIE COURIER PTY LTD Super Oct-Dec 2019		6000	114442.4	DEP	
30/09/2019	INTEREST PAID		9.29	108442.4	INT	
16/09/2019	PERIODICAL PAYMENT TO 0000000 TOLADDI PTY LTD LOAN REPAYMENT	1516		108433.1	REPEATPMT	
03/09/2019	WITHDRAWAL ONLINE 0879976 BPAY WHITTLES S Body Corp	1554		109949.1	PAYMENT	
30/08/2019	DEPOSIT-OSKO PAYMENT 2170908 ANATOLIE COURIER PTY LTD Super Jul-Sep19		6000	111503.1	DEP	
30/08/2019	INTEREST PAID		8.36	105503.1	INT	

26/08/2019 WITHDRAWAL ONLINE 9375810 BPAY TAX OFFICE Tax Bill	590	105494.7 PAYMENT
26/08/2019 DEPOSIT-OSKO PAYMENT 2185578 FIVE STAR DANCE ACADEMY PTY LTD Super Jul-Sep19-addi		6000 106084.7 DEP
15/08/2019 PERIODICAL PAYMENT TO 0000000 TOLADDI PTY LTD LOAN REPAYMENT	1516	100084.7 REPEATPMT
02/08/2019 WITHDRAWAL ONLINE 6737459 BPAY MBRC PAYME Rates	554.15	101600.7 PAYMENT
02/08/2019 WITHDRAWAL ONLINE 1550402 PYMT Herron Acc Accountant fees	2200	102154.9 PAYMENT
31/07/2019 GROSS INT 18.26 TAX 47.00% 8.00 NET INTEREST		10.26 104354.9 INT
29/07/2019 WITHDRAWAL MOBILE 2631017 BPAY UNITYWATER Utilities	259.59	104344.6 PAYMENT
24/07/2019 DEPOSIT ONLINE 2099222 PYMT FIVE STAR DANCE Rent Aug 2019		2475 104604.2 CREDIT
15/07/2019 PERIODICAL PAYMENT TO 0000000 TOLADDI PTY LTD LOAN REPAYMENT	1516	102129.2 REPEATPMT



Bank Loan Reconciliation

Client Name: Toladdi Super Fund Period Ended: 30 June 2020
Client Code: CHIO0000 Accountant: Jay Rajapakse

Bank Westpac Business Loan Account No

Balance per bank statement 207,138.96

Balance per BGL 207,138.96

Variance 0.00

Interest paid for the year

Month	Amount
July	1,092.59
August	972.05
September	1,002.23
October	986.90
November	908.11
December	999.27
January	965.88
February	870.90
March	971.74
April	747.72
May	687.07
June	755.20
	10,959.66





Business Loan

036
 DIRECTORS
 1 CHICHESTER ST
 NORTH LAKES QLD 4509

Branch Name and Address
 North Lakes
 Shp E1/2 Westfield North Lakes
 North Lakes QLD 4509

BSB Account Number
 034-073 28-3676

Account name
 TOLADDI PTY LTD
 ATF TOLADDI SUPER FUND

Customer Number
 84258249 TOLADDI PTY LTD

Account Summary	
Opening Balance	- \$213,891.30
Total credits	+ \$9,096.00
Total debits	- \$6,201.15
Closing Balance	- \$210,996.45

Account enquiries
 Call Westpac Telephone Banking
 8am - 8pm 7 days
 132 142 within Australia
 +61 2 9293 9262 if calling from overseas

Details of your account

From Last Statement Dated 12 Jul 2019 to 13 Jan 2020

Date	Description of transaction	Debit	Credit	Balance
2019	STATEMENT OPENING BALANCE			-213,891.30
15 Jul	Periodical Payment From Toladdi Pty Ltd Loan Repayment		1,516.00	-212,375.30
31 Jul	Interest	1,092.59		-213,467.89
15 Aug	Periodical Payment From Toladdi Pty Ltd Loan Repayment		1,516.00	-211,951.89
30 Aug	Interest	972.05		-212,923.94
16 Sep	Periodical Payment From Toladdi Pty Ltd Loan Repayment		1,516.00	-211,407.94
30 Sep	Loan Service Fee	120.00		-211,527.94
30 Sep	Interest	1,002.23		-212,530.17
15 Oct	Periodical Payment From Toladdi Pty Ltd Loan Repayment		1,516.00	-211,014.17
31 Oct	Interest	986.90		-212,001.07
15 Nov	Periodical Payment From Toladdi Pty Ltd Loan Repayment		1,516.00	-210,485.07

Proceeds of cheques will not be available until cleared.
 Please check all entries on this statement and promptly inform the Bank of any possible error or unauthorised transaction.

Statement No. 7 Page 1 of 2

Westpac Banking Corporation ABN 33 007 457 141 AFSL and Australian credit licence 233714



Business Loan

Account name
TOLADDI PTY LTD

034-073 28-3676

Details of your account

From Last Statement Dated 12 Jul 2019 to 13 Jan 2020

Date	Description of transaction	Debit	Credit	Balance
29 Nov	Interest	908.11		-211,393.18
16 Dec	Periodical Payment From Toladdi Pty Ltd Loan Repayment		1,516.00	-209,877.18
31 Dec	Loan Service Fee	120.00		-209,997.18
31 Dec	Interest	999.27		-210,996.45
13 Jan	CLOSING BALANCE			-210,996.45

CONVENIENCE AT YOUR FINGERTIPS

Use Online, Mobile or Tablet Banking to pay bills, transfer funds, check your account balances and much more

OTHER INFORMATION ABOUT YOUR ACCOUNT

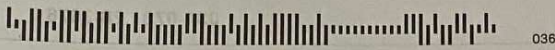
Interest Rates (per annum) on Debit Balances

Effective Date	Annual Percentage Rate
18 Jun 2019	5.76 %
16 Jul 2019	5.56 %
16 Oct 2019	5.41 %

Your limit as at 13 Jan 2020 is

\$211,017.00

Business Loan



DIRECTORS
1 CHICHESTER ST
NORTH LAKES QLD 4509

Branch Name and Address
North Lakes
Shp E1/2 Westfield North Lakes
North Lakes QLD 4509

BSB Account Number
034-073 28-3676

Account name
**TOLADDI PTY LTD
ATF TOLADDI SUPER FUND**

Customer Number
84258249 TOLADDI PTY LTD

Account Summary

Opening Balance	- \$210,996.45
Total credits	+ \$9,096.00
Total debits	- \$5,238.51
Closing Balance	- \$207,138.96

Account enquiries
Call Westpac Telephone Banking
8am - 8pm 7 days
132 142 within Australia
+61 2 9293 9262 if calling from overseas

Details of your account

From Last Statement Dated 13 Jan 2020 to 13 Jul 2020

Date	Description of transaction	Debit	Credit	Balance
2020	STATEMENT OPENING BALANCE			-210,996.45
15 Jan	Periodical Payment From Toladdi Pty Ltd Loan Repayment		1,516.00	-209,480.45
31 Jan	Interest	965.88		-210,446.33
17 Feb	Periodical Payment From Toladdi Pty Ltd Loan Repayment		1,516.00	-208,930.33
28 Feb	Interest	870.90		-209,801.23
16 Mar	Periodical Payment From Toladdi Pty Ltd Loan Repayment		1,516.00	-208,285.23
31 Mar	Loan Service Fee	120.00		-208,405.23
31 Mar	Interest	971.74		-209,376.97
15 Apr	Periodical Payment From Toladdi Pty Ltd Loan Repayment		1,516.00	-207,860.97
30 Apr	Interest	747.72		-208,608.69
15 May	Periodical Payment From Toladdi Pty Ltd Loan Repayment		1,516.00	-207,092.69

Proceeds of cheques will not be available until cleared.
Please check all entries on this statement and promptly inform the Bank
of any possible error or unauthorised transaction.

Statement No. 8 Page 1 of 3

Westpac Banking Corporation ABN 33 007 457 141 AFSL and Australian credit licence 233714

S001775 / M000775 / 196 / CN4CNCPW



Business Loan

Account name
TOLADDI PTY LTD

034-073 28-3676

Details of your account

From Last Statement Dated 13 Jan 2020 to 13 Jul 2020

Date	Description of transaction	Debit	Credit	Balance
29 May	Interest	687.07		-207,779.76
15 Jun	Periodical Payment From Toladdi Pty Ltd Loan Repayment		1,516.00	-206,263.76
30 Jun	Loan Service Fee	120.00		-206,383.76
30 Jun	Interest	755.20		-207,138.96
13 Jul	CLOSING BALANCE			-207,138.96

CONVENIENCE AT YOUR FINGERTIPS

Use Online, Mobile or Tablet Banking to pay bills, transfer funds, check your account balances and much more

OTHER INFORMATION ABOUT YOUR ACCOUNT

Interest Rates (per annum) on Debit Balances

Effective Date	Annual Percentage Rate
16 Oct 2019	5.41 %
17 Mar 2020	5.16 %
06 Apr 2020	4.16 %

Your limit as at 13 Jul 2020 is

\$207,162.00



End of Period Closing Figures - Super Fund

Client Name:	Toladdi Super Fund	
Client Code:	CHIO0000	Period Ended: 0 January 1900
Partner:	Stuart Arthur	Accountant: Jay Rajapakse

Cash on Hand:

Westpac Super Working account	134923.51
	<u>\$134,923.51</u>

Debtors:

Sundry Debtors	
June 20 Rent accrual	2,475.00
	<u>\$2,475.00</u> 680 Sundry Debtors

Creditors:

Sundry Creditors	
2018 ITR bill	652.70
2019 ITR bill	5,461.90
ICA	1,948.00
ASIC fees	321.00
	<u>\$8,383.60</u> 880 Sundry Creditors

PAYG Payable

June -20 PAYGI	974
	<u>974.00</u>

Toladdi Super Fund General Ledger

For The Period 01 July 2019 - 30 June 2020

Transaction Date	Description	Units	Debit	Credit	Balance \$
Sundry Debtors (68000)					
Sundry Debtors (68000)					
01/07/2019	Opening Balance				2,475.00 DR
24/07/2019	DEPOSIT ONLINE 2099222 PYMT FIVE STAR DANCE Rent Aug 2019			2,475.00	0.00 DR
30/06/2020	Accrue rent for one month		2,475.00		2,475.00 DR
			2,475.00	2,475.00	2,475.00 DR
PAYG Payable (86000)					
PAYG Payable (86000)					
01/07/2019	Opening Balance				590.00 CR
26/08/2019	WITHDRAWAL ONLINE 9375810 BPAY TAX OFFICE Tax Bill		590.00		0.00 DR
30/06/2020	Take up PAYG installment not paid for Dec 19			974.00	974.00 CR
30/06/2020	Take up PAYG installment not paid for March 20			974.00	1,948.00 CR
30/06/2020	Take up PAYG installment not paid for June 2020			974.00	2,922.00 CR
30/06/2020	move acc - ATO ICA Balance as at 30/06/2020		1,948.00		974.00 CR
			2,538.00	2,922.00	974.00 CR
Sundry Creditors (88000)					
Sundry Creditors (88000)					
01/07/2019	Opening Balance				912.29 CR
29/07/2019	WITHDRAWAL MOBILE 2631017 BPAY UNITYWATER Utilities		259.59		652.70 CR
30/06/2020	Transfer 2019 ITR bill not paid to Sundry Creditors			5,461.90	6,114.60 CR
30/06/2020	move acc - ATO ICA Balance as at 30/06/2020			1,948.00	8,062.60 CR
30/06/2020	Accrue ASIC fees			321.00	8,383.60 CR
			259.59	7,730.90	8,383.60 CR
Total Debits:			5,272.59		
Total Credits:				13,127.90	



Write Off Borrowing Costs

Client Name: Toladdi Super Fund Period Ended: 30 June 2018
 Client Code: CHIO0000 Accountant: Kelli Patterson

Borrowing Costs to be written off over 5 years or the term of the loan, whichever, is the shorter

Loan purpose **Finance purchase of 8/1 Burke Crescent, North Lakes**

Date loan commenced **15/07/2016** No of Years **5**

End of First Financial Year **30/06/2017**

Date Costs Incurred

Establishment Fee	1,500.00
Bank Solicitor's Fee	2,200.00
Sundry Registration Fees	1,086.00
	4,786.00

Year	Amount to Write Off	Balance
2017	920.49	3,865.51
2018	957.20	2,908.31
2019	957.20	1,951.11
2020	957.20	993.91
2021	957.20	36.71
2022	36.71	-0.00





Toladdi Super Fund
1 Chichester Street
NORTH LAKES QLD 4509

Invoice Date
12 June 2020
ABN.
16 134 060 432
Invoice No.
24352
Client Code
CHIO0000

TAX INVOICE

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

Annual Administration

Input of data for the period 1 July 2018 to 30 June 2019 into BGL SimpleFund.

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

- Write off borrowing costs; and
• Allocation of contributions received.

Reconciliation of bank accounts

Preparation of Financial Statements for the Toladdi Super Fund for the year ended 30 June 2019.

Preparation of Member Benefit Statements for Anatolie and Astrid Chiochiu for the year ended 30 June 2019.

Preparation and Electronic Lodgement of the Fund Income Tax Return for the year ended 30 June 2019.

Audit

Audit of the 2019 Financial Statements as performed by Super Audits

2,420 + 2,200 =
\$4,620
Minus audit fee \$825
Total 3,795.00

1,850.00
350.00
2,200.00
220.00
\$2,420.00

Our Price
Plus: GST

TOTAL DUE

Remittance Advice - Please return with your payment

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

Invoice Due Date - 26 June 2020

Please forward cheques to:

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

For Direct Deposit:

BSB: 124 001
BoQ Account No: 21374214

Credit Card: Mastercard/Visa (Please circle)

Card No:

Card number input boxes

Expires: ___ / ___

Name on Card:

Name on card input line

Signature:

Signature input line

Client Code: CHIO0000

Invoice No: 24352

Amount Due: \$2,420.00

Amount Paid: \$ _____



Toladdi Super Fund
1 Chichester Street
NORTH LAKES QLD 4509

Invoice Date
04 July 2019

ABN.
16 134 060 432

Invoice No.
22114

Client Code
CHIO0000

TAX INVOICE

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

Annual Administration

Input of data for the period 1 July 2017 to 30 June 2018 into BGL SimpleFund.

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

- Write off borrowing costs; and
- Allocation of contributions received.

Reconciliation of bank accounts

Preparation of updated lease agreement for Unit 8/10 Wills St, North Lakes.

Preparation of Financial Statements for the Toladdi Super Fund for the year ended 30 June 2018.

Preparation of Member Benefit Statements for Anatolie and Astrid Chiochuiu for the year ended 30 June 2018.

Preparation and Electronic Lodgement of the Fund Income Tax Return for the year ended 30 June 2018.

Audit

Audit of the 2018 Financial Statements as performed by Super Audits.

Our Price
Plus: GST
TOTAL DUE

2,000.00
200.00

\$2,200.00

TAX INVOICE

Supplier: Super Audits
Auditor: A.W. Boys
SMSF Auditor Number (SAN) 100014140
Registered Company Auditor (67793)

385 + 440 = 825.00

Address: Box 3376
Rundle Mall 5000

ABN: 20 461 503 652

Services: Auditing

Date: 11 June 2020

Recipient: Toladdi Super Fund

Address: C/- PO Box 504 NORTH LAKES Qld. 4509

Description of Services

Statutory audit of the Toladdi Super Fund for the financial year ending 30 June 2019.

Fee: \$350.00

GST: \$35.00

Total: \$385.00

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



AUDITING
DUE DILIGENCE
FORENSIC ACCOUNTING

SUPER AUDITS

TAX INVOICE

Supplier: Super Audits

Auditor: A.W. Boys
SMSF Auditor Number (SAN) 100014140
Registered Company Auditor (67793)

Address: Box 3376
Rundle Mall 5000

ABN: 20 461 503 652

Services: Auditing

Date: 1 July 2019

Recipient: Toladdi Super Fund

Address: C/- PO Box 504 NORTH LAKES Qld. 4509

Description of Services

Statutory audit of the Toladdi Super Fund for the financial year ending 30 June 2018.

Fee: \$400.00

GST: \$40.00

Total: \$440.00

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

AUDITING
DUE DILIGENCE
FORENSIC ACCOUNTING



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

ABN 95 708 260 020

TOLADDI PROPERTY PTY LTD
1 CHICHESTER ST NORTH LAKES QLD 4500

INVOICE STATEMENT
Issue date: 20 May 20
TOLADDI PROPERTY PTY LTD

ACR 612 526 020
Account No. 22 612526020

Summary

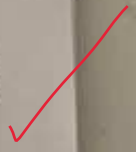
Opening Balance	\$0.00
New items	\$267.00
Payments & credits	\$0.00
TOTAL DUE	\$267.00

- 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 20 Jul 20	\$267.00

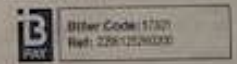
- If you have already paid please ignore this invoice statement.*
- Late fees will apply if you do NOT
 - tell us about a change during the period that the law allows
 - bring your company or scheme details up to date within 20 days of the date of issue of the annual statement, or
 - pay your review fee within 2 months of the annual review date.
 - Information on late fee amounts can be found on the ASIC website.



TOTAL DUE	\$267.00
Immediately	\$0.00
By 20 Jul 20	\$267.00

PAYMENT SLIP
TOLADDI PROPERTY PTY LTD

Payment options are listed on the back of this payment slip.



ACR 612 526 020 Account No. 22 612526020



22 612526020



914 129 00020812526020 77



ASIC
Australian Securities & Investments Commission

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

ADN 66 762 265 618

TOLADDI PTY LTD
1 CHICHESTER ST NORTH LAKES QLD 4509

INVOICE STATEMENT

Issue date 20 May 20
TOLADDI PTY LTD

ACN 612 525 998
Account No. 22 612525998

Summary

Opening Balance	\$0.00
New items	\$54.00
Payments & credits	\$0.00
TOTAL DUE	\$54.00

- 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 20 Jul 20	\$54.00

If you have already paid please ignore this invoice statement

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



ASIC
Australian Securities & Investments Commission

TOTAL DUE	\$54.00
Immediately	\$0.00
By 20 Jul 20	\$54.00

Payment options are listed on the back of this payment slip

PAYMENT SLIP
TOLADDI PTY LTD

ACN 612 525 998 Account No. 22 612525998



22 612525998



Billier Code: 17301
Ref: 20612525998



*14 125 30025912525998 08

Superannuation

Annual Statement

1 July 2019 to 30 June 2020

Life Insured	: Anatolie Chiochiu	Commencement date	: 11/01/2019
Policy number	: 1769789		
Adviser	: Norman Sinclair		
Adviser number	: 87525		
Policy Owner	: Toladdi Super Fund		
Issuer	: TAL Life Limited		
AFSL	: 237848	ABN	: 70 050 109 450

Insurance Benefits as at 30 June 2020

Anatolie Chiochiu's Benefits		\$
Death Sum Insured	✓	1155000.00
Total and Permanent Disablement Sum Insured		1155000.00

Summary

Withdrawal Value as at 01/07/2019	✓	\$ 0.00
Total Premiums and Rollovers		2919.62
Total Insurance Premiums		(2919.62)
Withdrawal Value as at 30/06/2020		0.00
Total Policy Fees (included in total insurance premiums paid)		0.00

TAL Life Limited

ABN 70 050 109 450 | AFSL 237848
 GPO Box 5380, Sydney NSW 2001
 Level 16, 363 George Street
 Sydney NSW 2000

Customer Service
 P 1300 209 088
 F 1300 351 133
 E customerservice@tal.com.au

W tal.com.au

Superannuation

Annual Statement

1 July 2019 to 30 June 2020

Life Insured	: Astrid Anna Chiochiu	Commencement date	: 01/02/2019
Policy number	: 1769775		
Adviser	: Norman Sinclair		
Adviser number	: 87525		
Policy Owner	: Toladdi Super Fund		
Issuer	: TAL Life Limited		
AFSL	: 237848	ABN	: 70 050 109 450

Insurance Benefits as at 30 June 2020

Astrid Anna Chiochiu's Benefits		\$
Death Sum Insured	✓	1155000.00
Total and Permanent Disablement Sum Insured		1155000.00

Summary

Withdrawal Value as at 01/07/2019	✓	\$ 0.00
Total Premiums and Rollovers		2177.23
Total Insurance Premiums	(2177.23)
Withdrawal Value as at 30/06/2020		0.00
Total Policy Fees (included in total insurance premiums paid)		0.00

TAL Life Limited

ABN 70 050 109 450 | AFSL 237848
 GPO Box 5380, Sydney NSW 2001
 Level 16, 363 George Street
 Sydney NSW 2000

Customer Service

P 1300 209 088
 F 1300 351 133
 E customerservice@tal.com.au

W tal.com.au

Toladdi Super Fund

Tax Reconciliation Report

For the year ended 30 June 2020

Tax Return Label	Date	Account Code	Account Name	Amount \$
B - Income - Gross rent and other leasing and hiring income				
	21/10/2019	28000/8/10WILLS	Unit 8/10 Wills St, North Lakes	2,475.00
	22/10/2019	28000/8/10WILLS	Unit 8/10 Wills St, North Lakes	2,475.00
	23/10/2019	28000/8/10WILLS	Unit 8/10 Wills St, North Lakes	2,475.00
	19/11/2019	28000/8/10WILLS	Unit 8/10 Wills St, North Lakes	2,475.00
	30/12/2019	28000/8/10WILLS	Unit 8/10 Wills St, North Lakes	2,475.00
	14/02/2020	28000/8/10WILLS	Unit 8/10 Wills St, North Lakes	2,475.00
	09/03/2020	28000/8/10WILLS	Unit 8/10 Wills St, North Lakes	2,475.00
	09/03/2020	28000/8/10WILLS	Unit 8/10 Wills St, North Lakes	2,475.00
	09/03/2020	28000/8/10WILLS	Unit 8/10 Wills St, North Lakes	2,475.00
	11/05/2020	28000/8/10WILLS	Unit 8/10 Wills St, North Lakes	2,475.00
	29/06/2020	28000/8/10WILLS	Unit 8/10 Wills St, North Lakes	2,475.00
	30/06/2020	28000/8/10WILLS	Unit 8/10 Wills St, North Lakes	2,475.00
Sub-Total				29,700.00
Ignore Cents				0.00
Total				29,700.00
C - Income - Gross interest				
	31/07/2019	25000/estpac DIY Super Wo2	Westpac DIY Super Working Account	18.26
	30/08/2019	25000/estpac DIY Super Wo2	Westpac DIY Super Working Account	8.36
	30/09/2019	25000/estpac DIY Super Wo2	Westpac DIY Super Working Account	9.29
	31/10/2019	25000/estpac DIY Super Wo2	Westpac DIY Super Working Account	8.60
	29/11/2019	25000/estpac DIY Super Wo2	Westpac DIY Super Working Account	4.66
	31/12/2019	25000/estpac DIY Super Wo2	Westpac DIY Super Working Account	5.14
	31/01/2020	25000/estpac DIY Super Wo2	Westpac DIY Super Working Account	5.33
	28/02/2020	25000/estpac DIY Super Wo2	Westpac DIY Super Working Account	4.71
	31/03/2020	25000/estpac DIY Super Wo2	Westpac DIY Super Working Account	3.59
	30/04/2020	25000/estpac DIY Super Wo2	Westpac DIY Super Working Account	1.05
	29/05/2020	25000/estpac DIY Super Wo2	Westpac DIY Super Working Account	1.01
	30/06/2020	25000/estpac DIY Super Wo2	Westpac DIY Super Working Account	1.13
Sub-Total				71.13
Ignore Cents				0.13
Total				71.00
R1 - Assessable employer contributions				
	26/08/2019	24200/CHIAST00001A	(Contributions) Chiochiu, Astrid - Accumulation (Accumulation)	6,000.00
	30/08/2019	24200/CHIANA00001A	(Contributions) Chiochiu, Anatolie - Accumulation (Accumulation)	6,000.00
	02/10/2019	24200/CHIANA00001A	(Contributions) Chiochiu, Anatolie - Accumulation (Accumulation)	6,000.00
	06/01/2020	24200/CHIANA00001A	(Contributions) Chiochiu, Anatolie - Accumulation (Accumulation)	6,000.00

Toladdi Super Fund

Tax Reconciliation Report

For the year ended 30 June 2020

Tax Return Label	Date	Account Code	Account Name	Amount \$
R1 - Assessable employer contributions				
	08/01/2020	24200/CHIAST00001A	(Contributions) Chiochiu, Astrid - Accumulation (Accumulation)	6,000.00
	01/06/2020	24200/CHIANA00001A	(Contributions) Chiochiu, Anatolie - Accumulation (Accumulation)	7,000.00
	19/06/2020	24200/CHIAST00001A	(Contributions) Chiochiu, Astrid - Accumulation (Accumulation)	13,000.00
Sub-Total				50,000.00
Ignore Cents				0.00
Total				50,000.00
R - Assessable contributions (R1 plus R2 plus R3 less R6)				
			Assessable employer contributions	50,000.00
Sub-Total				50,000.00
Ignore Cents				0.00
Total				50,000.00
W - GROSS INCOME (Sum of labels A to U)				
				79,771.00
Sub-Total				79,771.00
Ignore Cents				0.00
Total				79,771.00
V - TOTAL ASSESSABLE INCOME (W less Y)				
				79,771.00
Sub-Total				79,771.00
Ignore Cents				0.00
Total				79,771.00
A1 - Expenses - Interest expenses within Australia				
	30/06/2020	42010/8/10WILLS	Unit 8/10 Wills St, North Lakes	5,961.15
	30/06/2020	42010/8/10WILLS	Unit 8/10 Wills St, North Lakes	4,998.51
Sub-Total				10,959.66
Ignore Cents				0.66
Total				10,959.00
F1 - Expenses - Insurance Premiums				
	13/01/2020	39000/CHIANA00001A	(Life Insurance Premiums) Chiochiu, Anatolie - Accumulation (Accu...	2,919.62
	03/02/2020	39000/CHIAST00001A	(Life Insurance Premiums) Chiochiu, Astrid - Accumulation (Accumu...	2,177.23
Sub-Total				5,096.85
Ignore Cents				0.85
Total				5,096.00
H1 - Expenses - SMSF auditor fee				
	30/06/2020	30700	Auditor's Remuneration	825.00
Sub-Total				825.00
Ignore Cents				0.00
Total				825.00

Toladdi Super Fund

Tax Reconciliation Report

For the year ended 30 June 2020

Tax Return Label	Date	Account Code	Account Name	Amount \$
I1 - Expenses - Investment expenses				
	02/08/2019	41960/8/10WILLS	Unit 8/10 Wills St, North Lakes	554.15
	03/09/2019	42100/8/10WILLS	Unit 8/10 Wills St, North Lakes	1,554.00
	09/10/2019	42150/8/10WILLS	Unit 8/10 Wills St, North Lakes	226.50
	04/11/2019	41960/8/10WILLS	Unit 8/10 Wills St, North Lakes	554.15
	04/11/2019	42100/8/10WILLS	Unit 8/10 Wills St, North Lakes	1,554.00
	13/01/2020	42150/8/10WILLS	Unit 8/10 Wills St, North Lakes	244.07
	16/01/2020	42150/8/10WILLS	Unit 8/10 Wills St, North Lakes	244.07
	03/02/2020	41960/8/10WILLS	Unit 8/10 Wills St, North Lakes	554.15
	03/02/2020	42100/8/10WILLS	Unit 8/10 Wills St, North Lakes	1,554.00
	08/04/2020	42150/8/10WILLS	Unit 8/10 Wills St, North Lakes	8.25
	11/05/2020	41960/8/10WILLS	Unit 8/10 Wills St, North Lakes	554.15
	27/05/2020	42100/8/10WILLS	Unit 8/10 Wills St, North Lakes	1,554.00
	30/06/2020	32600	Borrowing Costs	957.20
Sub-Total				10,112.69
Ignore Cents				0.69
Total				10,112.00
J1 - Expenses - Management and administration expenses				
	02/08/2019	30100	Accountancy Fees	2,200.00
	17/06/2020	30100	Accountancy Fees	2,420.00
	30/06/2020	31500	Bank Charges	240.00
	30/06/2020	31500	Bank Charges	240.00
	30/06/2020	30100	Accountancy Fees	(825.00)
	30/06/2020	30800	ASIC Fees	267.00
	30/06/2020	30800	ASIC Fees	54.00
	30/06/2020	30400	ATO Supervisory Levy	259.00
Sub-Total				4,855.00
Ignore Cents				0.00
Total				4,855.00
L2 - Expenses - Other amounts (Non-deductible)				
	30/06/2020	85000	Income Tax Payable/Refundable	5,202.90
Sub-Total				5,202.90
Ignore Cents				0.90
Total				5,202.00
N - TOTAL DEDUCTIONS				
				31,847.00
Sub-Total				31,847.00
Ignore Cents				0.00
Total				31,847.00
Y - TOTAL NON DEDUCTIBLE EXPENSES				
				5,202.00

Toladdi Super Fund

Tax Reconciliation Report

For the year ended 30 June 2020

Tax Return Label	Date	Account Code	Account Name	Amount \$
Y - TOTAL NON DEDUCTIBLE EXPENSES				
Sub-Total				5,202.00
Ignore Cents				0.00
Total				5,202.00
O - TAXABLE INCOME OR LOSS				
Sub-Total				47,924.00
Ignore Cents				0.00
Total				47,924.00
Z - TOTAL SMSF EXPENSES				
Sub-Total				37,049.00
Ignore Cents				0.00
Total				37,049.00
A - Taxable income				
Sub-Total				47,924.00
Ignore Cents				0.00
Total				47,924.00
T1 - Tax on taxable income				
Sub-Total				7,188.60
Ignore Cents				0.00
Total				7,188.60
B - Gross Tax				
Sub-Total				7,188.60
Ignore Cents				0.00
Total				7,188.60
T2 - SUBTOTAL				
Sub-Total				7,188.60
Ignore Cents				0.00
Total				7,188.60
T3 - SUBTOTAL 2				
Sub-Total				7,188.60
Ignore Cents				0.00
Total				7,188.60
T5 - TAX PAYABLE				

Toladdi Super Fund

Tax Reconciliation Report

For the year ended 30 June 2020

Tax Return Label	Date	Account Code	Account Name	Amount \$
T5 - TAX PAYABLE				
				7,188.60
Sub-Total				7,188.60
Ignore Cents				0.00
Total				7,188.60
K - PAYG instalments raised				
	16/10/2019	85000	Income Tax Payable/Refundable	974.00
	30/06/2020	85000	Income Tax Payable/Refundable	974.00
	30/06/2020	85000	Income Tax Payable/Refundable	974.00
	30/06/2020	85000	Income Tax Payable/Refundable	974.00
Sub-Total				3,896.00
Ignore Cents				0.00
Total				3,896.00
L - Supervisory levy				
				259.00
Sub-Total				259.00
Ignore Cents				0.00
Total				259.00
S - AMOUNT DUE OR REFUNDABLE				
				3,551.60
Sub-Total				3,551.60
Ignore Cents				0.00
Total				3,551.60

Toladdi Super Fund

Deferred Tax Reconciliation

For The Period 01 July 2019 - 30 June 2020

Investment Code	Investment Name	Revaluation/Tax Deferred	Permanent Difference (Non- Assessable)	Temporary Difference (Assessable)	Temporary Difference (Accumulation Portion)
Revaluations					
8/10WILLS	77200/8/10WILLS - Unit 8/10 Wills St, North Lakes	(3,762.44)	(1,254.15)	(2,508.29)	(2,508.29)
		(3,762.44)	(1,254.15)	(2,508.29)	(2,508.29)
Total					
		(3,762.44)	(1,254.15)	(2,508.29)	(2,508.29)
Deferred Tax Liability (Asset) Summary					
Opening Balance		0.00			
Current Year Transactions		(376.24)			
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		(376.24)			

Toladdi Super Fund**Statement of Taxable Income**For the year ended 30 June 2020

	2020
	\$
Benefits accrued as a result of operations	34,554.62
Less	
Non Taxable Transfer In	403.13
	<u>403.13</u>
Add	
Decrease in MV of investments	3,762.44
Benefits Paid/Transfers Out	10,000.00
	<u>13,762.44</u>
SMSF Annual Return Rounding	10.07
	<u>47,924.00</u>
Taxable Income or Loss	<u>47,924.00</u>
Income Tax on Taxable Income or Loss	7,188.60
	<u>7,188.60</u>
CURRENT TAX OR REFUND	<u>7,188.60</u>
Supervisory Levy	259.00
Income Tax Instalments Paid	(3,896.00)
AMOUNT DUE OR REFUNDABLE	<u>3,551.60</u>

Toladdi Super Fund

General Ledger

For The Period 01 July 2019 - 30 June 2020

Transaction Date	Description	Units	Debit	Credit	Balance \$
Contributions (24200)					
<u>(Contributions) Chiochiu, Anatolie - Accumulation (CHIANA00001A)</u>					
30/08/2019	DEPOSIT-OSKO PAYMENT 2170908 ANATOLIE COURIER PTY LTD Super Jul-Sep19			6,000.00	6,000.00 CR
02/10/2019	DEPOSIT-OSKO PAYMENT 2554576 ANATOLIE COURIER PTY LTD Super Oct-Dec 2019			6,000.00	12,000.00 CR
06/01/2020	DEPOSIT-OSKO PAYMENT 2443079 ANATOLIE COURIER PTY LTD Jan, Feb, Mar 2020 Super			6,000.00	18,000.00 CR
01/06/2020	DEPOSIT-OSKO PAYMENT 2817540 ANATOLIE COURIER PTY LTD Tol Super Apr to			7,000.00	25,000.00 CR
				25,000.00	25,000.00 CR
<u>(Contributions) Chiochiu, Astrid - Accumulation (CHIAST00001A)</u>					
26/08/2019	DEPOSIT-OSKO PAYMENT 2185578 FIVE STAR DANCE ACADEMY PTY LTD Super Jul-Sep19-addi			6,000.00	6,000.00 CR
08/01/2020	DEPOSIT-OSKO PAYMENT 2867746 FIVE STAR DANCE ACADEMY PTY LTD Super Oct-Dec 2019			6,000.00	12,000.00 CR
19/06/2020	DEPOSIT-OSKO PAYMENT 2800339 FIVE STAR DANCE ACADEMY PTY LTD Super - Ja			13,000.00	25,000.00 CR
				25,000.00	25,000.00 CR
Changes in Market Values of Investments (24700)					
<u>Changes in Market Values of Investments (24700)</u>					
30/06/2020	Revaluation - 30/06/2020 @ \$362,500.000000 (Exit) - 1.000000 Units on hand (8/10WILLS)		3,762.44		3,762.44 DR
			3,762.44		3,762.44 DR
Interest Received (25000)					
<u>Westpac DIY Super Working Account (estpac DIY Super Wo2)</u>					
31/07/2019	GROSS INT 18.26 TAX 47.00% 8.00 NET INTEREST			10.26	10.26 CR
30/08/2019	INTEREST PAID			8.36	18.62 CR
30/09/2019	INTEREST PAID			9.29	27.91 CR
31/10/2019	INTEREST PAID			8.60	36.51 CR
29/11/2019	INTEREST PAID			4.66	41.17 CR
31/12/2019	INTEREST PAID			5.14	46.31 CR
31/01/2020	INTEREST PAID			5.33	51.64 CR
28/02/2020	INTEREST PAID			4.71	56.35 CR
31/03/2020	INTEREST PAID			3.59	59.94 CR
30/04/2020	INTEREST PAID			1.05	60.99 CR
29/05/2020	INTEREST PAID			1.01	62.00 CR
30/06/2020	INTEREST PAID			1.13	63.13 CR
				63.13	63.13 CR
Property Income (28000)					
<u>Unit 8/10 Wills St, North Lakes (8/10WILLS)</u>					
21/10/2019	DEPOSIT-OSKO PAYMENT 2019052 FIVE STAR DANCE ACADEMY PTY LTD Rent Sept 2019			2,475.00	2,475.00 CR
22/10/2019	DEPOSIT-OSKO PAYMENT 2865769 FIVE STAR DANCE ACADEMY PTY			2,475.00	4,950.00 CR

Toladdi Super Fund

General Ledger

For The Period 01 July 2019 - 30 June 2020

Transaction Date	Description	Units	Debit	Credit	Balance \$
	LTD Rent Oct 2019				
23/10/2019	DEPOSIT-OSKO PAYMENT 2058403 FIVE STAR DANCE ACADEMY PTY LTD Rent Nov 2019			2,475.00	7,425.00 CR
19/11/2019	DEPOSIT-OSKO PAYMENT 2979641 FIVE STAR DANCE ACADEMY PTY LTD Rent Dec 2019			2,475.00	9,900.00 CR
30/12/2019	DEPOSIT-OSKO PAYMENT 2004670 FIVE STAR DANCE ACADEMY PTY LTD Rent December 2019			2,475.00	12,375.00 CR
14/02/2020	DEPOSIT-OSKO PAYMENT 2879915 FIVE STAR DANCE ACADEMY PTY LTD Rent Jan 2020			2,475.00	14,850.00 CR
09/03/2020	DEPOSIT-OSKO PAYMENT 2040216 FIVE STAR DANCE ACADEMY PTY LTD Rent April 2020			2,475.00	17,325.00 CR
09/03/2020	DEPOSIT-OSKO PAYMENT 2031181 FIVE STAR DANCE ACADEMY PTY LTD Rent March 2020			2,475.00	19,800.00 CR
09/03/2020	DEPOSIT-OSKO PAYMENT 2030650 FIVE STAR DANCE ACADEMY PTY LTD Rent Feb 2020			2,475.00	22,275.00 CR
11/05/2020	DEPOSIT-OSKO PAYMENT 2808505 FIVE STAR DANCE ACADEMY PTY LTD Rent May 2			2,475.00	24,750.00 CR
29/06/2020	DEPOSIT-OSKO PAYMENT 2433739 FIVE STAR DANCE ACADEMY PTY LTD Rent June			2,475.00	27,225.00 CR
30/06/2020	Accrue rent for one month			2,475.00	29,700.00 CR
				29,700.00	29,700.00 CR
Transfers In (28500)					
(Transfers In) Chiochiu, Anatolie - Accumulation (CHIANA00001A)					
23/06/2020	Remitter=ATO Ref=ATO001000012810820			403.13	403.13 CR
				403.13	403.13 CR
Accountancy Fees (30100)					
<u>Accountancy Fees (30100)</u>					
02/08/2019	WITHDRAWAL ONLINE 1550402 PYMT Herron Acc Accountant fees		2,200.00		2,200.00 DR
17/06/2020	WITHDRAWAL ONLINE 1904103 PYMT Herron Acc Accountant Fees		2,420.00		4,620.00 DR
30/06/2020	Spil audit fee			825.00	3,795.00 DR
			4,620.00	825.00	3,795.00 DR
ATO Supervisory Levy (30400)					
<u>ATO Supervisory Levy (30400)</u>					
30/06/2020	Transfer 2019 ITR bill not paid to Sundry Creditors		259.00		259.00 DR
			259.00		259.00 DR
Auditor's Remuneration (30700)					
<u>Auditor's Remuneration (30700)</u>					
30/06/2020	Spil audit fee		825.00		825.00 DR
			825.00		825.00 DR
ASIC Fees (30800)					
<u>ASIC Fees (30800)</u>					
30/06/2020	Accrue ASIC fees		267.00		267.00 DR
30/06/2020	Accrue ASIC fees		54.00		321.00 DR

Toladdi Super Fund

General Ledger

For The Period 01 July 2019 - 30 June 2020

Transaction Date	Description	Units	Debit	Credit	Balance \$
			321.00		321.00 DR
Bank Charges (31500)					
<u>Bank Charges (31500)</u>					
30/06/2020	Take up interest for Westpac loan from July-Dec 2019		240.00		240.00 DR
30/06/2020	Take up Westpac loan transactions from Jan to June 2020		240.00		480.00 DR
			480.00		480.00 DR
Borrowing Costs (32600)					
<u>Borrowing Costs (32600)</u>					
30/06/2020	Amortise borrowing cost		957.20		957.20 DR
			957.20		957.20 DR
Life Insurance Premiums (39000)					
<u>(Life Insurance Premiums) Chiochiu, Anatolie - Accumulation (CHIANA00001A)</u>					
13/01/2020	PAYMENT BY AUTHORITY TO TAL Life Limited 1769789-A3632523		2,919.62		2,919.62 DR
			2,919.62		2,919.62 DR
<u>(Life Insurance Premiums) Chiochiu, Astrid - Accumulation (CHIAST00001A)</u>					
03/02/2020	PAYMENT BY AUTHORITY TO TAL Life Limited 1769775-A4082701		2,177.23		2,177.23 DR
			2,177.23		2,177.23 DR
Property Expenses - Council Rates (41960)					
<u>Unit 8/10 Wills St, North Lakes (8/10WILLS)</u>					
02/08/2019	WITHDRAWAL ONLINE 6737459 BPAY MBRC PAYME Rates		554.15		554.15 DR
04/11/2019	WITHDRAWAL MOBILE 6193027 BPAY MBRC PAYME rates		554.15		1,108.30 DR
03/02/2020	WITHDRAWAL ONLINE 4166139 BPAY MBRC PAYME Rates		554.15		1,662.45 DR
11/05/2020	WITHDRAWAL ONLINE 1563412 BPAY MBRC PAYME RATES		554.15		2,216.60 DR
			2,216.60		2,216.60 DR
Property Expenses - Interest on Loans (42010)					
<u>Unit 8/10 Wills St, North Lakes (8/10WILLS)</u>					
30/06/2020	Take up interest for Westpac loan from July-Dec 2019		5,961.15		5,961.15 DR
30/06/2020	Take up Westpac loan transactions from Jan to June 2020		4,998.51		10,959.66 DR
			10,959.66		10,959.66 DR
Property Expenses - Body Corporate Fees (42100)					
<u>Unit 8/10 Wills St, North Lakes (8/10WILLS)</u>					
03/09/2019	WITHDRAWAL ONLINE 0879976 BPAY WHITTLES S Body Corp		1,554.00		1,554.00 DR
04/11/2019	WITHDRAWAL MOBILE 7179655 BPAY WHITTLES S body Corp		1,554.00		3,108.00 DR
03/02/2020	WITHDRAWAL ONLINE 4697222 BPAY WHITTLES S Body Corp		1,554.00		4,662.00 DR
27/05/2020	WITHDRAWAL ONLINE 8863098 BPAY WHITTLES S Body corp		1,554.00		6,216.00 DR
			6,216.00		6,216.00 DR
Property Expenses - Water Rates (42150)					
<u>Unit 8/10 Wills St, North Lakes (8/10WILLS)</u>					

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For The Period 01 July 2019 - 30 June 2020

Transaction Date	Description	Units	Debit	Credit	Balance \$
09/10/2019	WITHDRAWAL ONLINE 8568167 BPAY UNITYWATER Utilities		226.50		226.50 DR
13/01/2020	WITHDRAWAL ONLINE 9018487 BPAY UNITYWATER Utilites		244.07		470.57 DR
16/01/2020	WITHDRAWAL ONLINE 7423290 BPAY UNITYWATER Water bill		244.07		714.64 DR
08/04/2020	WITHDRAWAL ONLINE 2053134 BPAY UNITYWATER Utilites		8.25		722.89 DR
			722.89		722.89 DR
Benefits Paid/Transfers Out (46000)					
<u>(Benefits Paid/Transfers Out) Chiochiu, Astrid - Accumulation (CHIAST00001A)</u>					
10/06/2020	WITHDRAWAL-OSKO PAYMENT 1137843 A Chiochiu Super release June 2020		10,000.00		10,000.00 DR
			10,000.00		10,000.00 DR
Income Tax Expense (48500)					
<u>Income Tax Expense (48500)</u>					
30/06/2020	Create Entries - PDIT Entry - 30/06/2020			376.24	376.24 CR
30/06/2020	Create Entries - Income Tax Expense - 30/06/2020		7,188.60		6,812.36 DR
			7,188.60	376.24	6,812.36 DR
Profit/Loss Allocation Account (49000)					
<u>Profit/Loss Allocation Account (49000)</u>					
26/08/2019	System Member Journals		5,100.00		5,100.00 DR
30/08/2019	System Member Journals		5,100.00		10,200.00 DR
02/10/2019	System Member Journals		5,100.00		15,300.00 DR
06/01/2020	System Member Journals		5,100.00		20,400.00 DR
08/01/2020	System Member Journals		5,100.00		25,500.00 DR
13/01/2020	System Member Journals			2,481.68	23,018.32 DR
03/02/2020	System Member Journals			1,850.65	21,167.67 DR
01/06/2020	System Member Journals		5,950.00		27,117.67 DR
10/06/2020	System Member Journals			10,000.00	17,117.67 DR
19/06/2020	System Member Journals		11,050.00		28,167.67 DR
23/06/2020	System Member Journals		403.13		28,570.80 DR
30/06/2020	Create Entries - Profit/Loss Allocation - 30/06/2020			402.96	28,167.84 DR
30/06/2020	Create Entries - Profit/Loss Allocation - 30/06/2020			348.70	27,819.14 DR
30/06/2020	Create Entries - Income Tax Expense Allocation - 30/06/2020			41.22	27,777.92 DR
30/06/2020	Create Entries - Income Tax Expense Allocation - 30/06/2020			35.66	27,742.26 DR
			42,903.13	15,160.87	27,742.26 DR
Opening Balance (50010)					
<u>(Opening Balance) Chiochiu, Anatolie - Accumulation (CHIANA00001A)</u>					
01/07/2019	Opening Balance				110,491.05 CR
01/07/2019	Close Period Journal			24,093.66	134,584.71 CR
				24,093.66	134,584.71 CR
<u>(Opening Balance) Chiochiu, Astrid - Accumulation (CHIAST00001A)</u>					
01/07/2019	Opening Balance				93,012.02 CR
01/07/2019	Close Period Journal			26,140.51	119,152.53 CR

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Transaction Date	Description	Units	Debit	Credit	Balance \$
				26,140.51	119,152.53 CR
Contributions (52420)					
<u>(Contributions) Chiochiu, Anatolie - Accumulation (CHIANA00001A)</u>					
01/07/2019	Opening Balance				25,000.00 CR
01/07/2019	Close Period Journal		25,000.00		0.00 DR
30/08/2019	System Member Journals			6,000.00	6,000.00 CR
02/10/2019	System Member Journals			6,000.00	12,000.00 CR
06/01/2020	System Member Journals			6,000.00	18,000.00 CR
01/06/2020	System Member Journals			7,000.00	25,000.00 CR
			25,000.00	25,000.00	25,000.00 CR
<u>(Contributions) Chiochiu, Astrid - Accumulation (CHIAST00001A)</u>					
01/07/2019	Opening Balance				25,000.00 CR
01/07/2019	Close Period Journal		25,000.00		0.00 DR
26/08/2019	System Member Journals			6,000.00	6,000.00 CR
08/01/2020	System Member Journals			6,000.00	12,000.00 CR
19/06/2020	System Member Journals			13,000.00	25,000.00 CR
			25,000.00	25,000.00	25,000.00 CR
Transfers In (52850)					
<u>(Transfers In) Chiochiu, Anatolie - Accumulation (CHIANA00001A)</u>					
01/07/2019	Opening Balance				2,436.85 CR
01/07/2019	Close Period Journal		2,436.85		0.00 DR
23/06/2020	System Member Journals			403.13	403.13 CR
			2,436.85	403.13	403.13 CR
<u>(Transfers In) Chiochiu, Astrid - Accumulation (CHIAST00001A)</u>					
01/07/2019	Opening Balance				4,414.46 CR
01/07/2019	Close Period Journal		4,414.46		0.00 DR
			4,414.46		0.00 DR
Share of Profit/(Loss) (53100)					
<u>(Share of Profit/(Loss)) Chiochiu, Anatolie - Accumulation (CHIANA00001A)</u>					
01/07/2019	Opening Balance				2,945.87 CR
01/07/2019	Close Period Journal		2,945.87		0.00 DR
30/06/2020	Create Entries - Profit/Loss Allocation - 30/06/2020		402.96		402.96 DR
			3,348.83		402.96 DR
<u>(Share of Profit/(Loss)) Chiochiu, Astrid - Accumulation (CHIAST00001A)</u>					
01/07/2019	Opening Balance				2,479.31 CR
01/07/2019	Close Period Journal		2,479.31		0.00 DR
30/06/2020	Create Entries - Profit/Loss Allocation - 30/06/2020		348.70		348.70 DR
			2,828.01		348.70 DR
Income Tax (53330)					
<u>(Income Tax) Chiochiu, Anatolie - Accumulation (CHIANA00001A)</u>					
01/07/2019	Opening Balance				87.05 DR
01/07/2019	Close Period Journal			87.05	0.00 DR
13/01/2020	System Member Journals			437.94	437.94 CR
23/06/2020	System Member Journals				437.94 CR

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Transaction Date	Description	Units	Debit	Credit	Balance \$
30/06/2020	Create Entries - Income Tax Expense Allocation - 30/06/2020		41.22		396.72 CR
			41.22	524.99	396.72 CR
<u>(Income Tax) Chiochiu, Astrid - Accumulation (CHIAST00001A)</u>					
01/07/2019	Opening Balance				96.85 DR
01/07/2019	Close Period Journal			96.85	0.00 DR
03/02/2020	System Member Journals			326.58	326.58 CR
30/06/2020	Create Entries - Income Tax Expense Allocation - 30/06/2020		35.66		290.92 CR
			35.66	423.43	290.92 CR
Contributions Tax (53800)					
<u>(Contributions Tax) Chiochiu, Anatolie - Accumulation (CHIANA00001A)</u>					
01/07/2019	Opening Balance				3,750.00 DR
01/07/2019	Close Period Journal			3,750.00	0.00 DR
30/08/2019	System Member Journals		900.00		900.00 DR
02/10/2019	System Member Journals		900.00		1,800.00 DR
06/01/2020	System Member Journals		900.00		2,700.00 DR
01/06/2020	System Member Journals		1,050.00		3,750.00 DR
			3,750.00	3,750.00	3,750.00 DR
<u>(Contributions Tax) Chiochiu, Astrid - Accumulation (CHIAST00001A)</u>					
01/07/2019	Opening Balance				3,750.00 DR
01/07/2019	Close Period Journal			3,750.00	0.00 DR
26/08/2019	System Member Journals		900.00		900.00 DR
08/01/2020	System Member Journals		900.00		1,800.00 DR
19/06/2020	System Member Journals		1,950.00		3,750.00 DR
			3,750.00	3,750.00	3,750.00 DR
Life Insurance Premiums (53920)					
<u>(Life Insurance Premiums) Chiochiu, Anatolie - Accumulation (CHIANA00001A)</u>					
01/07/2019	Opening Balance				2,452.01 DR
01/07/2019	Close Period Journal			2,452.01	0.00 DR
13/01/2020	System Member Journals		2,919.62		2,919.62 DR
			2,919.62	2,452.01	2,919.62 DR
<u>(Life Insurance Premiums) Chiochiu, Astrid - Accumulation (CHIAST00001A)</u>					
01/07/2019	Opening Balance				1,906.41 DR
01/07/2019	Close Period Journal			1,906.41	0.00 DR
03/02/2020	System Member Journals		2,177.23		2,177.23 DR
			2,177.23	1,906.41	2,177.23 DR
Benefits Paid/Transfers Out (54500)					
<u>(Benefits Paid/Transfers Out) Chiochiu, Astrid - Accumulation (CHIAST00001A)</u>					
10/06/2020	System Member Journals		10,000.00		10,000.00 DR
			10,000.00		10,000.00 DR
Bank Accounts (60400)					
<u>Westpac DIY Super Working Account (estpac DIY Super Wo2)</u>					
01/07/2019	Opening Balance				103,645.18 DR
15/07/2019	PERIODICAL PAYMENT TO 0000000 TOLADDI PTY LTD LOAN REPAYMENT			1,516.00	102,129.18 DR

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For The Period 01 July 2019 - 30 June 2020

Transaction Date	Description	Units	Debit	Credit	Balance \$
24/07/2019	DEPOSIT ONLINE 2099222 PYMT FIVE STAR DANCE Rent Aug 2019		2,475.00		104,604.18 DR
29/07/2019	WITHDRAWAL MOBILE 2631017 BPAY UNITYWATER Utilities			259.59	104,344.59 DR
31/07/2019	GROSS INT 18.26 TAX 47.00% 8.00 NET INTEREST		10.26		104,354.85 DR
02/08/2019	WITHDRAWAL ONLINE 6737459 BPAY MBRC PAYME Rates			554.15	103,800.70 DR
02/08/2019	WITHDRAWAL ONLINE 1550402 PYMT Herron Acc Accountant fees			2,200.00	101,600.70 DR
15/08/2019	PERIODICAL PAYMENT TO 0000000 TOLADDI PTY LTD LOAN REPAYMENT			1,516.00	100,084.70 DR
26/08/2019	WITHDRAWAL ONLINE 9375810 BPAY TAX OFFICE Tax Bill			590.00	99,494.70 DR
26/08/2019	DEPOSIT-OSKO PAYMENT 2185578 FIVE STAR DANCE ACADEMY PTY LTD Super Jul-Sep19-addi		6,000.00		105,494.70 DR
30/08/2019	DEPOSIT-OSKO PAYMENT 2170908 ANATOLIE COURIER PTY LTD Super Jul-Sep19		6,000.00		111,494.70 DR
30/08/2019	INTEREST PAID		8.36		111,503.06 DR
03/09/2019	WITHDRAWAL ONLINE 0879976 BPAY WHITTLES S Body Corp			1,554.00	109,949.06 DR
16/09/2019	PERIODICAL PAYMENT TO 0000000 TOLADDI PTY LTD LOAN REPAYMENT			1,516.00	108,433.06 DR
30/09/2019	INTEREST PAID		9.29		108,442.35 DR
02/10/2019	DEPOSIT-OSKO PAYMENT 2554576 ANATOLIE COURIER PTY LTD Super Oct-Dec 2019		6,000.00		114,442.35 DR
09/10/2019	WITHDRAWAL ONLINE 8568167 BPAY UNITYWATER Utilities			226.50	114,215.85 DR
15/10/2019	PERIODICAL PAYMENT TO 0000000 TOLADDI PTY LTD LOAN REPAYMENT			1,516.00	112,699.85 DR
16/10/2019	WITHDRAWAL ONLINE 8559604 BPAY TAX OFFICE BAS July-Sept19			974.00	111,725.85 DR
21/10/2019	DEPOSIT-OSKO PAYMENT 2019052 FIVE STAR DANCE ACADEMY PTY LTD Rent Sept 2019		2,475.00		114,200.85 DR
22/10/2019	DEPOSIT-OSKO PAYMENT 2865769 FIVE STAR DANCE ACADEMY PTY LTD Rent Oct 2019		2,475.00		116,675.85 DR
23/10/2019	DEPOSIT-OSKO PAYMENT 2058403 FIVE STAR DANCE ACADEMY PTY LTD Rent Nov 2019		2,475.00		119,150.85 DR
31/10/2019	INTEREST PAID		8.60		119,159.45 DR
04/11/2019	WITHDRAWAL MOBILE 7179655 BPAY WHITTLES S body Corp			1,554.00	117,605.45 DR
04/11/2019	WITHDRAWAL MOBILE 6193027 BPAY MBRC PAYME rates			554.15	117,051.30 DR
15/11/2019	PERIODICAL PAYMENT TO 0000000 TOLADDI PTY LTD LOAN REPAYMENT			1,516.00	115,535.30 DR
19/11/2019	DEPOSIT-OSKO PAYMENT 2979641 FIVE STAR DANCE ACADEMY PTY LTD Rent Dec 2019		2,475.00		118,010.30 DR
29/11/2019	INTEREST PAID		4.66		118,014.96 DR
03/12/2019	WITHDRAWAL ONLINE 1029184 PYMT Herron Acc Accountant fees			550.00	117,464.96 DR
03/12/2019	DEPOSIT-OSKO PAYMENT 2047925 ANATOLIE COURIER PTY LTD Accountant Fee refund		550.00		118,014.96 DR
16/12/2019	PERIODICAL PAYMENT TO 0000000 TOLADDI PTY LTD LOAN			1,516.00	116,498.96 DR

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Transaction Date	Description	Units	Debit	Credit	Balance \$
	REPAYMENT				
30/12/2019	DEPOSIT-OSKO PAYMENT 2004670 FIVE STAR DANCE ACADEMY PTY LTD Rent December 2019		2,475.00		118,973.96 DR
31/12/2019	INTEREST PAID		5.14		118,979.10 DR
06/01/2020	DEPOSIT-OSKO PAYMENT 2443079 ANATOLIE COURIER PTY LTD Jan, Feb, Mar 2020 Super		6,000.00		124,979.10 DR
08/01/2020	DEPOSIT-OSKO PAYMENT 2867746 FIVE STAR DANCE ACADEMY PTY LTD Super Oct-Dec 2019		6,000.00		130,979.10 DR
13/01/2020	PAYMENT BY AUTHORITY TO TAL Life Limited 1769789-A3632523			2,919.62	128,059.48 DR
13/01/2020	WITHDRAWAL ONLINE 9018487 BPAY UNITYWATER Utilites			244.07	127,815.41 DR
15/01/2020	PERIODICAL PAYMENT TO 0000000 TOLADDI PTY LTD LOAN REPAYMENT			1,516.00	126,299.41 DR
16/01/2020	WITHDRAWAL ONLINE 7423290 BPAY UNITYWATER Water bill			244.07	126,055.34 DR
31/01/2020	INTEREST PAID		5.33		126,060.67 DR
03/02/2020	PAYMENT BY AUTHORITY TO TAL Life Limited 1769775-A4082701			2,177.23	123,883.44 DR
03/02/2020	WITHDRAWAL ONLINE 4697222 BPAY WHITTLES S Body Corp			1,554.00	122,329.44 DR
03/02/2020	WITHDRAWAL ONLINE 4166139 BPAY MBRC PAYME Rates			554.15	121,775.29 DR
14/02/2020	DEPOSIT-OSKO PAYMENT 2879915 FIVE STAR DANCE ACADEMY PTY LTD Rent Jan 2020		2,475.00		124,250.29 DR
17/02/2020	PERIODICAL PAYMENT TO 0000000 TOLADDI PTY LTD LOAN REPAYMENT			1,516.00	122,734.29 DR
28/02/2020	INTEREST PAID		4.71		122,739.00 DR
09/03/2020	DEPOSIT-OSKO PAYMENT 2040216 FIVE STAR DANCE ACADEMY PTY LTD Rent April 2020		2,475.00		125,214.00 DR
09/03/2020	DEPOSIT-OSKO PAYMENT 2031181 FIVE STAR DANCE ACADEMY PTY LTD Rent March 2020		2,475.00		127,689.00 DR
09/03/2020	DEPOSIT-OSKO PAYMENT 2030650 FIVE STAR DANCE ACADEMY PTY LTD Rent Feb 2020		2,475.00		130,164.00 DR
16/03/2020	PERIODICAL PAYMENT TO 0000000 TOLADDI PTY LTD LOAN REPAYMENT			1,516.00	128,648.00 DR
31/03/2020	INTEREST PAID		3.59		128,651.59 DR
08/04/2020	WITHDRAWAL ONLINE 2053134 BPAY UNITYWATER Utilites			8.25	128,643.34 DR
15/04/2020	PERIODICAL PAYMENT TO TOLADDI PTY LTD LOAN REPAYMENT			1,516.00	127,127.34 DR
30/04/2020	INTEREST PAID		1.05		127,128.39 DR
11/05/2020	WITHDRAWAL ONLINE 1563412 BPAY MBRC PAYME RATES			554.15	126,574.24 DR
11/05/2020	DEPOSIT-OSKO PAYMENT 2808505 FIVE STAR DANCE ACADEMY PTY LTD Rent May 2		2,475.00		129,049.24 DR
15/05/2020	PERIODICAL PAYMENT TO TOLADDI PTY LTD LOAN REPAYMENT			1,516.00	127,533.24 DR
27/05/2020	WITHDRAWAL ONLINE 8863098 BPAY WHITTLES S Body corp			1,554.00	125,979.24 DR
29/05/2020	INTEREST PAID		1.01		125,980.25 DR
01/06/2020	DEPOSIT-OSKO PAYMENT 2817540 ANATOLIE COURIER PTY LTD Tol Super Apr to		7,000.00		132,980.25 DR

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Transaction Date	Description	Units	Debit	Credit	Balance \$
10/06/2020	WITHDRAWAL-OSKO PAYMENT 1137843 A Chiochiu Super release June 2020			10,000.00	122,980.25 DR
15/06/2020	PERIODICAL PAYMENT TO TOLADDI PTY LTD LOAN REPAYMENT			1,516.00	121,464.25 DR
17/06/2020	WITHDRAWAL ONLINE 1904103 PYMT Herron Acc Accountant Fees			2,420.00	119,044.25 DR
19/06/2020	DEPOSIT-OSKO PAYMENT 2800339 FIVE STAR DANCE ACADEMY PTY LTD Super - Ja		13,000.00		132,044.25 DR
23/06/2020	Remitter=ATO Ref=ATO001000012810820		403.13		132,447.38 DR
29/06/2020	DEPOSIT-OSKO PAYMENT 2433739 FIVE STAR DANCE ACADEMY PTY LTD Rent June		2,475.00		134,922.38 DR
30/06/2020	INTEREST PAID		1.13		134,923.51 DR
			80,716.26	49,437.93	134,923.51 DR

Borrowing Cost (66000)

Borrowing Cost (66000)

01/07/2019	Opening Balance				1,951.11 DR
30/06/2020	Amortise borrowing cost			957.20	993.91 DR
				957.20	993.91 DR

Sundry Debtors (68000)

Sundry Debtors (68000)

01/07/2019	Opening Balance				2,475.00 DR
24/07/2019	DEPOSIT ONLINE 2099222 PYMT FIVE STAR DANCE Rent Aug 2019			2,475.00	0.00 DR
30/06/2020	Accrue rent for one month		2,475.00		2,475.00 DR
			2,475.00	2,475.00	2,475.00 DR

Real Estate Properties (Australian - Residential) (77200)

Unit 8/10 Wills St, North Lakes (8/10WILLS)

01/07/2019	Opening Balance	1.00			366,262.44 DR
30/06/2020	Revaluation - 30/06/2020 @ \$362,500.000000 (Exit) - 1.000000 Units on hand			3,762.44	362,500.00 DR
		1.00		3,762.44	362,500.00 DR

Income Tax Payable/Refundable (85000)

Income Tax Payable/Refundable (85000)

01/07/2019	Opening Balance				5,202.90 CR
16/10/2019	WITHDRAWAL ONLINE 8559604 BPAY TAX OFFICE BAS July-Sept19		974.00		4,228.90 CR
30/06/2020	Take up PAYG installment not paid for Dec 19		974.00		3,254.90 CR
30/06/2020	Take up PAYG installment not paid for March 20		974.00		2,280.90 CR
30/06/2020	Take up PAYG installment not paid for June 2020		974.00		1,306.90 CR
30/06/2020	Transfer 2019 ITR bill not paid to Sundry Creditors		5,202.90		3,896.00 DR
30/06/2020	Create Entries - Income Tax Expense - 30/06/2020			7,188.60	3,292.60 CR
			9,098.90	7,188.60	3,292.60 CR

Limited Recourse Borrowing Arrangements (85500)

Westpac Business Loan (00009)

01/07/2019	Opening Balance				213,891.30 CR
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Transaction Date	Description	Units	Debit	Credit	Balance \$
15/07/2019	PERIODICAL PAYMENT TO 0000000 TOLADDI PTY LTD LOAN REPAYMENT		1,516.00		212,375.30 CR
15/08/2019	PERIODICAL PAYMENT TO 0000000 TOLADDI PTY LTD LOAN REPAYMENT		1,516.00		210,859.30 CR
16/09/2019	PERIODICAL PAYMENT TO 0000000 TOLADDI PTY LTD LOAN REPAYMENT		1,516.00		209,343.30 CR
15/10/2019	PERIODICAL PAYMENT TO 0000000 TOLADDI PTY LTD LOAN REPAYMENT		1,516.00		207,827.30 CR
15/11/2019	PERIODICAL PAYMENT TO 0000000 TOLADDI PTY LTD LOAN REPAYMENT		1,516.00		206,311.30 CR
16/12/2019	PERIODICAL PAYMENT TO 0000000 TOLADDI PTY LTD LOAN REPAYMENT		1,516.00		204,795.30 CR
15/01/2020	PERIODICAL PAYMENT TO 0000000 TOLADDI PTY LTD LOAN REPAYMENT		1,516.00		203,279.30 CR
17/02/2020	PERIODICAL PAYMENT TO 0000000 TOLADDI PTY LTD LOAN REPAYMENT		1,516.00		201,763.30 CR
16/03/2020	PERIODICAL PAYMENT TO 0000000 TOLADDI PTY LTD LOAN REPAYMENT		1,516.00		200,247.30 CR
15/04/2020	PERIODICAL PAYMENT TO TOLADDI PTY LTD LOAN REPAYMENT		1,516.00		198,731.30 CR
15/05/2020	PERIODICAL PAYMENT TO TOLADDI PTY LTD LOAN REPAYMENT		1,516.00		197,215.30 CR
15/06/2020	PERIODICAL PAYMENT TO TOLADDI PTY LTD LOAN REPAYMENT		1,516.00		195,699.30 CR
30/06/2020	Take up interest for Westpac loan from July-Dec 2019			6,201.15	201,900.45 CR
30/06/2020	Take up Westpac loan transactions from Jan to June 2020			5,238.51	207,138.96 CR
			18,192.00	11,439.66	207,138.96 CR

PAYG Payable (86000)

PAYG Payable (86000)

01/07/2019	Opening Balance				590.00 CR
26/08/2019	WITHDRAWAL ONLINE 9375810 BPAY TAX OFFICE Tax Bill		590.00		0.00 DR
30/06/2020	Take up PAYG installment not paid for Dec 19			974.00	974.00 CR
30/06/2020	Take up PAYG installment not paid for March 20			974.00	1,948.00 CR
30/06/2020	Take up PAYG installment not paid for June 2020			974.00	2,922.00 CR
30/06/2020	move acc - ATO ICA Balance as at 30/06/2020		1,948.00		974.00 CR
			2,538.00	2,922.00	974.00 CR

Sundry Creditors (88000)

Sundry Creditors (88000)

01/07/2019	Opening Balance				912.29 CR
29/07/2019	WITHDRAWAL MOBILE 2631017 BPAY UNITYWATER Utilities		259.59		652.70 CR
30/06/2020	Transfer 2019 ITR bill not paid to Sundry Creditors			5,461.90	6,114.60 CR
30/06/2020	move acc - ATO ICA Balance as at 30/06/2020			1,948.00	8,062.60 CR
30/06/2020	Accrue ASIC fees			321.00	8,383.60 CR

Toladdi Super Fund

General Ledger

For The Period 01 July 2019 - 30 June 2020

Transaction Date	Description	Units	Debit	Credit	Balance \$
			259.59	7,730.90	8,383.60 CR
Deferred Tax Liability/Asset (89000)					
<u>Deferred Tax Liability/Asset (89000)</u>					
30/06/2020	Create Entries - PDIT Entry - 30/06/2020		376.24		376.24 DR
			376.24		376.24 DR
Manual Suspense Account (99900)					
<u>Manual Suspense Account (99900)</u>					
03/12/2019	WITHDRAWAL ONLINE 1029184 PYMT Herron Acc Accountant fees		550.00		550.00 DR
03/12/2019	DEPOSIT-OSKO PAYMENT 2047925 ANATOLIE COURIER PTY LTD Accountant Fee refund			550.00	0.00 DR
			550.00	550.00	0.00 DR
Total Debits:			296,436.24		
Total Credits:				296,436.24	

Toladdi Super Fund

Create Entries Report

For the period 01 July 2019 to 30 June 2020

Create Entries Financial Year Summary 01 July 2019 - 30 June 2020

Total Profit	Amount
Income	76,403.82
Less Expense	41,849.20
Total Profit	34,554.62

Tax Summary	Amount
Fund Tax Rate	15.00 %
Total Profit	34,554.62
Less Permanent Differences	(1,254.15)
Less Timing Differences	(2,508.29)
Less Exempt Pension Income	0.00
Less Other Non Taxable Income	403.13
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
Add Benefits Paid/Transfers Out	10,000.00
Less Tax Losses Deducted	0.00
Add SMSF Annual Return Rounding	10.07
Taxable Income	47,924.00
Income Tax on Taxable Income or Loss	7,188.60

Profit/(Loss) Available for Allocation	Amount
Total Available Profit	(751.66)
Franking Credits	0.00
TFN Credits	0.00
Foreign Credits	0.00
FRW Credits	0.00
Total	(751.66)

Income Tax Expense Available for Allocation	Amount
Income Tax on Taxable Income or Loss	7,188.60
Deferred Tax	(376.24)
Member Specific Income Tax	(6,735.48)
Total Income Tax Expense Allocation	76.88

Final Segment 1 from 01 July 2019 to 30 June 2020

Pool Name Unsegregated Pool

Total Profit	Amount
Income	76,403.82
Less Expense	41,849.20
Total Profit	34,554.62

Create Entries Summary	Amount
Fund Tax Rate	15.00 %
Total Profit	34,554.62
Less Permanent Differences	(1,254.15)
Less Timing Differences	(2,508.29)
Less Exempt Pension Income	0.00
Less Other Non Taxable Income	403.13
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
Add Benefits Paid/Transfers Out	10,000.00
Less Tax Losses Deducted	0.00
Add Taxable Income Adjustment	10.07
Taxable Income	47,924.00
Income Tax on Taxable Income or Loss	7,188.60

Member Weighted Balance Summary	Weighting%	Amount
Anatolie Chiochiu(CHIANA00001A)	53.61	144,259.53
Astrid Chiochiu(CHIAST00001A)	46.39	124,812.89

Profit/(Loss) Available for Allocation	Amount
Total Available Profit	(751.66)
Franking Credits	0.00
TFN Credits	0.00
FRW Credits	0.00
Total	(751.66)

Allocation to Members	Weighting%	Amount
Anatolie Chiochiu(CHIANA00001A)	53.61	(402.96)
Astrid Chiochiu(CHIAST00001A)	46.39	(348.70)

Accumulation Weighted Balance Summary	Weighting%	Amount
Anatolie Chiochiu(CHIANA00001A)	53.61	144,259.53
Astrid Chiochiu(CHIAST00001A)	46.39	124,812.89

Income Tax Expense Available for Allocation	Amount
Income Tax on Taxable Income or Loss	7,188.60
Deferred Tax	(376.24)
Member Specific Income Tax	(6,735.48)
Total Income Tax Expense Allocation	76.88

Allocation to Members	Weighting%	Amount
Anatolie Chiochiu(CHIANA00001A)	53.61	41.22
Astrid Chiochiu(CHIAST00001A)	46.39	35.66

Calculation of daily member weighted balances

Anatolie Chiochiu (CHIANA00001A)

Member Balance

01/07/2019	50010	Opening Balance	134,584.71	134,584.71
30/08/2019	52420	Contributions	6,000.00	5,016.39
30/08/2019	53800	Contributions Tax	(900.00)	(752.46)
02/10/2019	52420	Contributions	6,000.00	4,475.41
02/10/2019	53800	Contributions Tax	(900.00)	(671.31)
06/01/2020	52420	Contributions	6,000.00	2,901.64
06/01/2020	53800	Contributions Tax	(900.00)	(435.25)
13/01/2020	53920	Life Insurance Premiums	(2,919.62)	(1,356.11)
01/06/2020	52420	Contributions	7,000.00	573.77
01/06/2020	53800	Contributions Tax	(1,050.00)	(86.07)
23/06/2020	52850	Transfers In	403.13	8.81
Total Amount (Weighted)				144,259.53

Astrid Chiochiu (CHIAST00001A)

Member Balance

01/07/2019	50010	Opening Balance	119,152.53	119,152.53
26/08/2019	52420	Contributions	6,000.00	5,081.97
26/08/2019	53800	Contributions Tax	(900.00)	(762.30)
08/01/2020	52420	Contributions	6,000.00	2,868.85
08/01/2020	53800	Contributions Tax	(900.00)	(430.33)
03/02/2020	53920	Life Insurance Premiums	(2,177.23)	(886.36)
10/06/2020	54500	Benefits Paid/Transfers Out	(10,000.00)	(573.77)
19/06/2020	52420	Contributions	13,000.00	426.23
19/06/2020	53800	Contributions Tax	(1,950.00)	(63.93)
Total Amount (Weighted)				124,812.89

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 2019 to 30 June 2020

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

Anatolie Chiochiu(CHIANA00001A) - 100.00 % 0.00

Astrid Chiochiu(CHIAST00001A) - 0.00 % 0.00

Total Foreign Tax Offset Allocated to Members 0.00

Calculation of Outstanding Limited Recourse Borrowing Arrangements

Unsegregated

Total Net Assets (Sum of member closing balances Label S) 281,479.50

Total Outstanding LRBA Balance 207,138.96

Allocation of LRBA asset to members

Anatolie Chiochiu - $207138.96 * 153311.98/281479.50$ 112,821.30

Astrid Chiochiu - $207138.96 * 128167.52/281479.50$ 94,317.66



Australian Government
Australian Taxation Office

Agent HERRON ACCOUNTANTS
Client THE TRUSTEE FOR TOLADDI
SUPER FUND
ABN 40 932 500 274
TFN 983 589 085

Activity statement 004

Date generated	10/07/2020
Overdue	\$1,948.00 DR
Not yet due	\$0.00
Balance	\$1,948.00 DR

Transactions

20 results found - from **10 July 2018** to **10 July 2020** sorted by **processed date** ordered **newest to oldest**

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
1 Jul 2020	1 Jul 2020	General interest charge			\$1,948.00 DR
1 Jun 2020	1 Jun 2020	General interest charge			\$1,948.00 DR
1 Jun 2020	1 May 2020	General interest charge			\$1,948.00 DR
10 May 2020	28 Apr 2020	Original Activity Statement for the period ending 31 Mar 20 - PAYG Instalments	\$974.00		\$1,948.00 DR
1 May 2020	1 May 2020	General interest charge			\$974.00 DR
1 Apr 2020	1 Apr 2020	General interest charge			\$974.00 DR
1 Mar 2020	28 Feb 2020	Original Activity Statement for the period ending 31 Dec 19 - PAYG Instalments	\$974.00		\$974.00 DR
3 Nov 2019	28 Oct 2019	Original Activity Statement for the period ending 30 Sep 19 - PAYG Instalments	\$974.00		\$0.00
17 Oct 2019	16 Oct 2019	Payment		\$974.00	\$974.00 CR
31 Aug 2019	31 Aug 2019	General interest charge			\$0.00
27 Aug 2019	26 Aug 2019	Payment		\$590.00	\$0.00

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
4 Aug 2019	29 Jul 2019	Original Activity Statement for the period ending 30 Jun 19 - PAYG Instalments	\$590.00		\$590.00 DR
5 May 2019	29 Apr 2019	Original Activity Statement for the period ending 31 Mar 19 - PAYG Instalments	\$590.00		\$0.00
30 Apr 2019	29 Apr 2019	Payment		\$590.00	\$590.00 CR
3 Mar 2019	28 Feb 2019	Original Activity Statement for the period ending 31 Dec 18 - PAYG Instalments	\$590.00		\$0.00
28 Feb 2019	27 Feb 2019	Payment		\$590.00	\$590.00 CR
24 Nov 2018	24 Nov 2018	General interest charge			\$0.00
21 Nov 2018	20 Nov 2018	Payment		\$590.00	\$0.00
4 Nov 2018	29 Oct 2018	Original Activity Statement for the period ending 30 Sep 18 - PAYG Instalments	\$590.00		\$590.00 DR
5 Aug 2018	30 Jul 2018	Original Activity Statement for the period ending 30 Jun 18		\$0.00	\$0.00



Income tax 002

Date generated	10/07/2020
Overdue	\$6,114.60 DR
Not yet due	\$0.00
Balance	\$6,114.60 DR

Transactions

15 results found - from **01 July 2019** to **10 July 2020** sorted by **processed date** ordered **newest to oldest**

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
1 Jul 2020	1 Jul 2020	General interest charge			\$6,114.60 DR
16 Jun 2020	16 Jun 2020	General interest charge			\$6,114.60 DR
15 Jun 2020	30 Jun 2020	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 18 to 30 Jun 19	\$5,461.90		\$6,114.60 DR
1 Jun 2020	1 Jun 2020	General interest charge			\$652.70 DR
1 May 2020	1 May 2020	General interest charge			\$652.70 DR
1 Apr 2020	1 Apr 2020	General interest charge			\$652.70 DR
10 Feb 2020	10 Feb 2020	General interest charge			\$652.70 DR
2 Jan 2020	2 Jan 2020	General interest charge			\$652.70 DR
2 Dec 2019	2 Dec 2019	General interest charge			\$652.70 DR
1 Nov 2019	1 Nov 2019	General interest charge			\$652.70 DR
1 Oct 2019	1 Oct 2019	General interest charge			\$652.70 DR
2 Sep 2019	2 Sep 2019	General interest charge			\$652.70 DR
1 Aug 2019	1 Aug 2019	General interest charge			\$652.70 DR
1 Aug 2019	1 Jul 2019	General interest charge			\$652.70 DR

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
4 Jul 2019	12 Jun 2019	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 17 to 30 Jun 18	\$652.70		\$652.70 DR



Year to date revenue product summary report 2019/2020

Client Name THE TRUSTEE FOR TOLADDI SUPER FUND
Last Updated 03/10/2020
TFN 983589085

Net amounts applicable for the year to date.

Description	ICA004 Total (\$)
Fringe benefits tax instalments	
Wine equalisation tax	
Deferred company/fund instalments	
Pay as you go income tax instalments	3,896.00
Pay as you go income tax withholding	
Luxury car tax	
Goods and services tax	
Goods and services tax instalments	
Goods and services return	0.00
Fuel tax credit	

Total clients for this tax agent : 1

18th June 2020

TOLADDI PROPERTY PTY LTD

Via email: info@fivestardance.com.au

Re: Property Appraisal

In accordance with your instructions, we have reviewed the property outlined below to estimate its sale value if offered on the current market.

Address: 8/10 Will Street, North Lakes

Description: L8 SP247599

Zoning: MIBA

Building size: 135m2*

Avg. \$362,500


Current income: \$29,700 per annum

*Approximate

Based on our market knowledge of this and surrounding areas, we would anticipate an achievable sale price **of circa \$350,000 - \$375,000** if offered in the current market

The above figures were calculated based on a number of similar property sales in the area and our general knowledge, however our investigations did not include the following:-

- Title Search
- Zoning Search
- Sighting a Survey Report



Chris Massie
Sales & Leasing Executive
Ray White Commercial
Northern Corridor Group



THE TRUSTEE FOR TOLADDI SUPER FUND
1 CHICHESTER ST
NORTH LAKES QLD 4509

Our reference: 7116179671785

Phone: 13 10 20

19 June 2020

Rollover benefits statement for unclaimed superannuation money



Dear Sir/Madam

The following member has nominated to rollover their unclaimed superannuation money held by the Australian Taxation Office.

If you're unable to accept this rollover superannuation benefit payment you will need to complete a *Superannuation payment variation advice* form and return it with the payment on or before 21 July 2020. You will need to include the contributions reference number for that member.

To obtain the payment reference number or to request more information about making a payment, phone **1800 815 886**.

Where any amount is not repaid by the due date, a general interest charge accrues on the outstanding balance until the entire amount has been paid. Interest is calculated on a daily compounding basis and is currently imposed at a rate of 7.89% per annum.

You can claim a general interest charge as a tax deduction in the same financial year that it accrues against your account.

For more information

If you have any questions, you can:

- visit our website at www.ato.gov.au
- phone **13 10 20** between 8.00am and 6.00pm, Monday to Friday
- email us at supercrt@ato.gov.au

Be aware that sending emails has the risk of potential compromise of personal information, as their transmission is along a public medium. Phoning is the more secure option. If you do call, please quote the organisation's tax file number or Australian business number and 'Our reference' from the top of this letter.

Yours faithfully

Chris Jordan
Commissioner of Taxation

THE TRUSTEE FOR TOLADDI SUPER FUND
 1 CHICHESTER ST
 NORTH LAKES QLD 4509

Our reference: 7116179671785
 Phone: 13 10 20
 ABN: 40 932 500 274

Rollover benefits statement for unclaimed superannuation

Our details

Name: Australian Taxation Office
 ABN: 51 824 753 556

Member's details		Rollover payment details	
Original contribution reference number:	7025487182492	Member account number:	SMSF116129720248
Service period start date:	25 February 2006	Member client identifier:	
TFN:	826 925 536	Unique superannuation identifier:	not provided
Name:	MR ANATOLIE CHIOCHIU	Tax free component:	\$3.51
Address:	1 CHICHESTER ST NORTH LAKES QLD 4509	Taxable component:	
		Taxed element	\$399.62
		Untaxed element	\$0.00
Date of birth:	14 May 1971	Preserved amount:	\$403.13
Sex:	Male		

Chris Jordan
 Commissioner of Taxation

Dealing Number



OFFICE USE ONLY

Privacy Statement

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

1. Lessor	Lodger (Name, address, E-mail & phone number)	Lodger Code
TOLADDI PROPERTY PTY LTD ACN 612 526 020		

2. Lot on Plan Description	Title Reference
LOT 8 ON SP 247599	50880906

3. Lessee	Given names	Surname/Company name and number	(include tenancy if more than one)
		FIVE STAR DANCE ACADEMY PTY LTF	

4. Interest being leased
FEE SIMPLE

5. Description of premises being leased
THE WHOLE OF THE PREMISES

6. Term of lease
 Commencement date/event: 12 / 07 / 2016
 Expiry date: 12 / 07 / 2019 and/or Event:
 #Options: 2 x 3 years
 #Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)

7. Rental/Consideration
 \$29,700 per annum. Outgoings to be paid by landlord.

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
full name
qualification

Witnessing Officer

Execution Date

Lessor's Signature

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

9. Acceptance

The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

.....signature
full name
qualification

Witnessing Officer

Execution Date

Lessee's Signature

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

SCHEDULE

Title Reference [50880906]

Rate notice

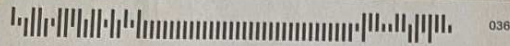


Customer Service Centres
Caboolture - 2 Hasking Street, Caboolture
Redcliffe - Irene Street, Redcliffe
Strathpine - 220 Gympie Road, Strathpine

Postal Address
PO Box 159
Caboolture Qld 4510

Customer Service
Ph: (07) 3480 6464

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



036

Toladdi Property Pty Ltd
1 Chichester Street
NORTH LAKES QLD 4509

Property Details

Unit 8 10 Wills Street, NORTH LAKES QLD 4509
Lot 8 SP 247599
Rateable Valuation \$80,418

Council Rates & Charges

General Rate - Category LC1 (minimum)	335.50
Regional Infrastructure Separate Charge	19.50
Special Charge - Comm Waste Management	26.75
Special Charge - North Lakes Enhanced Services	37.50
State Government Charges	
Emergency Management Levy - Group 3A	134.90
TOTAL PAYABLE	\$554.15

Assessment number	810197.4
Total Payable	\$554.15
Period of rating	1 October - 31 December 2019
Date of issue	02 October 2019
Due date for payment	01 November 2019

End of Quarter Processing Deadlines

Please note that due to processing requirements, payments made after 26th September 2019 may not have been processed before the printing of this notice and may appear as an overdue balance.

Receive your rate notice by email

Register to receive your rate notice to your nominated email account with electronic reminders and links to online payment options.

Visit www.moretonbay.qld.gov.au/embrc

Council has received a payment of \$14,877,100 from the State Government to mitigate any direct impacts of the State Waste Levy on households in the 2019/20 financial year.

BPAY: Use your Phone or Internet banking

PHONE: Call 1300 400 620

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

AUSTRALIA POST: Pay over the counter at any post office

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

IN PERSON: Pay at any Customer Service Centre

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

INTEREST: Interest at the rate of 9.83% per annum compounded on daily rests will be charged on current rates that remain unpaid immediately after the Due Date. Balances brought forward from a previous period will continue to accrue interest from the beginning of this period.

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

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

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

PAYMENT REMITTANCE SLIP



*2464 008101974



Billor Code: 7062
Ref: 008101974

Location: Unit 8 10 Wills Street, NORTH LAKES QLD 4509
Customer Ref: 008101974

Assessment number	810197.4
Total Payable	\$554.15
Period of rating	1 October - 31 December 2019
Date of issue	02 October 2019
Due date for payment	01 November 2019

Rate notice

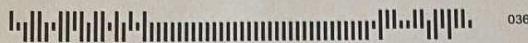


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Redcliffe - Irene Street, Redcliffe
Strathpine - 220 Gympie Road, Strathpine

Postal Address
PO Box 159
Caboolture Qld 4510

Customer Service
Ph: (07) 3480 6464

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



036

Toladdi Property Pty Ltd
1 Chichester Street
NORTH LAKES QLD 4509

Property Details
Unit 8 10 Wills Street, NORTH LAKES QLD 4509
Lot 8 SP 247599
Rateable Valuation \$80,418

Assessment number
810197.4
Total Payable
\$554.15
Period of rating
1 July - 30 September 2019
Date of issue
03 July 2019
Due date for payment
02 August 2019

Council Rates & Charges

General Rate - Category LC1 (minimum)	335.50
Regional Infrastructure Separate Charge	19.50
Special Charge - Comm Waste Management	26.75
Special Charge - North Lakes Enhanced Services	37.50

State Government Charges

Emergency Management Levy - Group 3A	134.90
--------------------------------------	--------

TOTAL PAYABLE **\$554.15**

End of Quarter Processing Deadlines

Please note that due to processing requirements, payments made after 26 June 2019 may not have been processed before the printing of this notice and may appear as an overdue balance.

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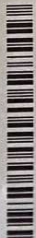
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MAIL: Send your payment to PO Box 159, Caboolture, Qld 4510
IN PERSON: Pay at any Customer Service Centre
DIRECT DEBIT: Go to www.moretonbay.qld.gov.au/rates/directdebit

INTEREST: Interest at the rate of 9.83% per annum compounded on daily rests will be charged on current rates that remain unpaid immediately after the Due Date. Balances brought forward from a previous period will continue to accrue interest from the beginning of this period.
PENSIONERS: Are you the owner and occupier of this property or do you have life tenancy under a Will or Court Order? If so, you may be eligible for a State or Council rebate if one is not already shown on this notice. Please contact us for further information or an application form.
PAYMENT PLAN: Please do not hesitate to contact us if you are having difficulty paying your rates on time.
RATING CATEGORY STATEMENT: To access your current rating category statement visit: www.moretonbay.qld.gov.au/ratescalculation

PAYMENT REMITTANCE SLIP



*2464 008101974



Billor Code: 7062
Ref: 008101974

Location: Unit 8 10 Wills Street, NORTH LAKES QLD 4509
Customer Ref: 008101974

Assessment number
810197.4
Total Payable
\$554.15
Period of rating
1 July - 30 September 2019
Date of issue
03 July 2019
Due date for payment
02 August 2019

Rate notice

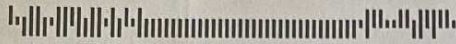


Customer Service Centres
Caboolture - 2 Hasking Street, Caboolture
Redcliffe - Irene Street, Redcliffe
Strathpine - 220 Gympie Road, Strathpine

Postal Address
PO Box 159
Caboolture Qld 4510

Customer Service
Ph: (07) 3480 6464

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



036

Toladdi Property Pty Ltd
1 Chichester Street
NORTH LAKES QLD 4509

Property Details

Unit 8 10 Wills Street, NORTH LAKES QLD 4509
Lot 8 SP 247599
Rateable Valuation \$80,418

Assessment number

810197.4

Total Payable

\$554.15

Period of rating

1 January - 31 March 2020

Date of issue

02 January 2020

Due date for payment

03 February 2020

Council Rates & Charges

General Rate - Category LC1 (minimum)	335.50
Regional Infrastructure Separate Charge	19.50
Special Charge - Comm Waste Management	26.75
Special Charge - North Lakes Enhanced Services	37.50

State Government Charges

Emergency Management Levy - Group 3A	134.90
--------------------------------------	--------

TOTAL PAYABLE \$554.15

End of Quarter Processing Deadlines

Please note that due to processing requirements, payments made after 23rd December 2019 may not have been processed before the printing of this notice and may appear as an overdue balance.

Receive your rate notice by email

Register to receive your rate notice to your nominated email account with electronic reminders and links to online payment options.

Visit www.moretonbay.qld.gov.au/embrcc

Council has received a payment of \$14,877,100 from the State Government to mitigate any direct impacts of the State Waste Levy on households in the 2019/20 financial year.

BPAY: Use your Phone or Internet banking

PHONE: Call 1300 400 620

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

AUSTRALIA POST: Pay over the counter at any post office

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

IN PERSON: Pay at any Customer Service Centre

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PAYMENT REMITTANCE SLIP



*2464 008101974



Bill Code: 7062
Ref: 008101974

Location: Unit 8 10 Wills Street, NORTH LAKES QLD 4509
Customer Ref: 008101974

Assessment number

810197.4

Total Payable

\$554.15

Period of rating

1 January - 31 March 2020

Date of issue

02 January 2020

Due date for payment

03 February 2020

10454132001010.mrd-413101131031

Rate notice

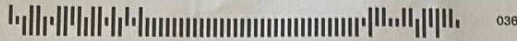


Customer Service Centres
Caboolture - 2 Hasking Street, Caboolture
Redcliffe - Irene Street, Redcliffe
Strathpine - 220 Gympie Road, Strathpine

Postal Address
PO Box 159
Caboolture Qld 4510

Customer Service
Ph: (07) 3480 6464

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



036

Toladdi Property Pty Ltd
1 Chichester Street
NORTH LAKES QLD 4509

Property Details

Unit 8 10 Wills Street, NORTH LAKES QLD 4509
Lot 8 SP 247599
Rateable Valuation \$70,108

Assessment number

810197.4

Total Payable

\$554.15

Period of rating

1 April - 30 June 2020

Date of issue

08 April 2020

Due date for payment

08 May 2020

Council Rates & Charges

General Rate - Category LC1 (minimum)	335.50
Regional Infrastructure Separate Charge	19.50
Special Charge - Comm Waste Management	26.75
Special Charge - North Lakes Enhanced Services	37.50
State Government Charges	
Emergency Management Levy - Group 3A	134.90
TOTAL PAYABLE	\$554.15

End of Quarter Processing Deadlines

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Receive your rate notice by email

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Visit www.moretonbay.qld.gov.au/embrc

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IN PERSON: Pay at any Customer Service Centre

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INTEREST: Interest at the rate of 9.83% 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.

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PAYMENT REMITTANCE SLIP



*2464 008101974



Billor Code: 7062
Ref: 008101974

Location: Unit 8 10 Wills Street, NORTH LAKES QLD 4509
Customer Ref: 008101974

Assessment number

810197.4

Total Payable

\$554.15

Period of rating

1 April - 30 June 2020

Date of issue

08 April 2020

Due date for payment

08 May 2020

North Lakes Integrated Facility CTS 43610
 PO Box 709, Coorparoo LPO QLD 4151
 www.whittles.com.au
 accounts.brisbane@whittles.com.au

Tax Invoice

Date of Issue

23 Mar 2020

Your Account No.

TOLA00

Telephone Enquiries

(07) 3917 6300

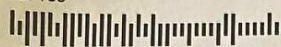
Total Amount Payable

\$1554.00

New Charges Due For Payment

1 May 2020

007169



036

Toladdi Property Pty Ltd ACN 612 526 020
 1 Chichester Street
 NORTH LAKES QLD 4509



ABN: 14218028176
 North Lakes Integrated Facility CTS 43610
 Prop Location: Lot 8, 14-16 Burke Crescent
 NORTH LAKES QLD 4509

INVOICE	DESCRIPTION	ORIGINAL	RECEIVED	BALANCE
491118	Admin Fund Contributions From 01/05/20 to 31/07/20 Due And Payable By 01/05/20	1107.00	0.00	1107.00
491119	Admin Fund Special levy-Insurance renewal From 01/05/20 to 31/07/20 Due And Payable By 01/05/20	180.00	0.00	180.00
491120	Sinking Fund Contributions From 01/05/20 to 31/07/20 Due And Payable By 01/05/20	267.00	0.00	267.00
Total Invoiced Amount				1554.00
New Charges Include GST Of				141.27

PLEASE SEE REVERSE FOR METHOD OF PAYMENT OPTIONS. PAYMENTS RECEIVED AFTER ISSUE DATE DO NOT APPEAR ON THIS



swiftaccess
 secure payment

Strata and Community Title Services

NAME: Toladdi Property Pty Ltd ACN 612 526 020
 PLAN: 043610 UNIT No: 00008



Phone
13 18 16

Billpay Code: 0516
 Ref: 83010843



Billpay Code: 0516
 Ref: 83010843



Bill Code: 36178
 Ref: 83010843

Payment S

North Lakes Integrated Facility CTS 43610
 PO Box 709, Coorparoo LPO QLD 4151
 www.whittles.com.au
 accounts.brisbane@whittles.com.au

Tax Invoice

Date of Issue

18 Dec 2019

Your Account No.

TOLA00

Telephone Enquiries

(07) 3917 6300

Total Amount Payable

\$1554.00

New Charges Due For Payment

1 Feb 2020

059216



036

Toladdi Property Pty Ltd ACN 612 526 020
 1 Chichester Street
 NORTH LAKES QLD 4509



ABN: 14218028176
 North Lakes Integrated Facility CTS 43610
 Prop Location: Lot 8, 14-16 Burke Crescent
 NORTH LAKES QLD 4509

INVOICE	DESCRIPTION	ORIGINAL	RECEIVED	BALANCE
465942	Admin Fund Contributions From 01/02/20 to 30/04/20 Due And Payable By 01/02/20	1107.00	0.00	1107.00
465943	Admin Fund Special levy-Insurance renewal From 01/02/20 to 30/04/20 Due And Payable By 01/02/20	180.00	0.00	180.00
465944	Sinking Fund Contributions From 01/02/20 to 30/04/20 Due And Payable By 01/02/20	267.00	0.00	267.00
Total Invoiced Amount				1554.00
New Charges Include GST Of				141.27

PLEASE SEE REVERSE FOR METHOD OF PAYMENT OPTIONS. PAYMENTS RECEIVED AFTER ISSUE DATE DO NOT APPEAR ON THIS ACCOUNT



Strata and Community Title Services

Payment Slip

NAME: Toladdi Property Pty Ltd ACN 612 526 020 Phone 13 18 16
 PLAN: 043610 UNIT NO: 00008

Billpay Code: 0516
 Ref: 83010843

POST billpay Billpay Code: 0516
 Ref: 83010843



Bill Code: 36178
 Ref: 83010843

Your Account No.	New Charges Due For Payment	Total Amount Payable
TOLA00	1 Feb 2020	\$1554.00


 *516 83010843

See over for Payment Methods

North Lakes Integrated Facility CTS 43610
 PO Box 166, Stones Corner QLD 4120
 www.whittles.com.au
 accounts.brisbane@whittles.com.au

Tax Invoice

Date of Issue

23 Sep 2019

Your Account No.

TOLA00

Telephone Enquiries

(07) 3917 6300

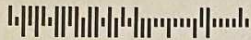
Total Amount Payable

\$1554.00

New Charges Due For Payment

1 Nov 2019

874362



036

Toladdi Property Pty Ltd ACN 612 526 020
 1 Chichester Street
 NORTH LAKES QLD 4509



ABN: 14218028176
 North Lakes Integrated Facility CTS 43610
 Prop Location: Lot 8, 14-16 Burke Crescent
 NORTH LAKES QLD 4509

INVOICE	DESCRIPTION	ORIGINAL	RECEIVED	BALANCE
438671	Admin Fund Contributions From 01/11/19 to 31/01/20 Due And Payable By 01/11/19	1107.00	0.00	1107.00
438672	Admin Fund Special levy-Insurance renewal From 01/11/19 to 31/01/20 Due And Payable By 01/11/19	180.00	0.00	180.00
438673	Sinking Fund Contributions From 01/11/19 to 31/01/20 Due And Payable By 01/11/19	267.00	0.00	267.00
Total Invoiced Amount				1554.00
New Charges Include GST Of				141.27

PLEASE SEE REVERSE FOR METHOD OF PAYMENT OPTIONS. PAYMENTS RECEIVED AFTER ISSUE DATE DO NOT APPEAR ON THIS ACCOUNT



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 secure
 payment
 solutions

for **Whittles**



*516 83010843

Strata and Community Title Services

NAME: Toladdi Property Pty Ltd ACN 612 526 020
 PLAN: 043610 UNIT No: 00008



Phone
13 18 16



Billpay Code: 0516
 Ref: 83010843



Billpay Code: 0516
 Ref: 83010843

Billor Code: 36178
 Ref: 83010843

Your Account No.

TOLA00

New Charges Due For Payment

1 Nov 2019

Total Amount Payable

\$1554.00

See over for Payment Methods

Payment Slip

North Lakes Integrated Facility CTS 43610
 PO Box 166, Stones Corner QLD 4120
 www.whittles.com.au
 accounts.brisbane@whittles.com.au

Tax Invoice

Date of Issue

29 Jul 2019

Your Account No.

TOLA00

Telephone Enquiries

(07) 3917 6300

Total Amount Payable

\$1554.00

New Charges Due For Payment

1 Sep 2019

Toladdi Property Pty Ltd ACN 612 526 020
 1 Chichester Street
 NORTH LAKES QLD 4509

ABN: 14218028176
 North Lakes Integrated Facility CTS 43610
 Prop Location: Lot 8,14-16 Burke Crescent
 NORTH LAKES QLD 4509

INVOICE	DESCRIPTION	ORIGINAL	RECEIVED	BALANCE
425117	Admin Fund Contributions From 01/08/19 to 31/10/19 Due And Payable By 01/09/19	1107.00	0.00	1107.00
425118	Admin Fund Special levy-Insurance renewal From 01/08/19 to 31/10/19 Due And Payable By 01/09/19	180.00	0.00	180.00
425119	Sinking Fund Contributions From 01/08/19 to 31/10/19 Due And Payable By 01/09/19	267.00	0.00	267.00
Total Invoiced Amount				1554.00
New Charges Include GST Of				141.27

PLEASE SEE REVERSE FOR METHOD OF PAYMENT OPTIONS. PAYMENTS RECEIVED AFTER ISSUE DATE DO NOT APPEAR ON THIS ACCOUNT



for Whittles



*516 83010843

Strata and Community Title Services

NAME: Toladdi Property Pty Ltd ACN 612 526 020
 PLAN: 043610 UNIT No: 00008



Phone
13 18 16



Billpay Code: 0516
 Ref: 83010843



Billpay Code: 0516
 Ref: 83010843

Billers Code: 36178
 Ref: 83010843

Your Account No.

TOLA00

New Charges Due For Payment

1 Sep 2019

Total Amount Payable

\$1554.00

See over for Payment Methods

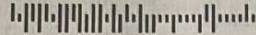
Payment Slip



Unitywater

Serving you today,
investing in tomorrow.

001380 006



Toladdi Property Pty Ltd
1 Chichester St
NORTH LAKES QLD 4509

WATER AND SEWERAGE YOUR BILL

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

unitywater.com
ABN 89 791 717 472

Account number	99810050
Payment reference	0998 1005 07
Property	Unit 8/10 Wills St, NORTH LAKES, QLD

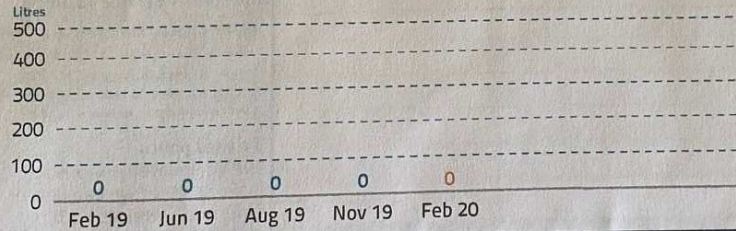
Bill number	7120026700
Billing period	27 Nov 2019 94 days to 28 Feb 2020
Issue date	6 Mar 2020
Approximate date of next meter reading	27 May 2020

Your account activity



8% interest per annum, compounding daily, will apply to any amount not paid by the due date

Compare your average daily usage over time



Count the Ways
LET'S SAVE WATER TOGETHER



Our dam levels are dropping.
Let's count on each other to make
positive changes, like cutting
your shower time to 4 minutes.

For personalised tips tailored to your home, visit
unitywater.com/savewater

Easy ways to pay For other payment options - see over



BPAY®
Billers Code: 130393
Ref: 0998 1005 07

Contact your bank or financial institution
to pay from your cheque, savings, debit,
credit card or transaction account.
Find out more at bpay.com.au
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Direct Debit
Login to My Account at
unitywater.com to set up
automatic payments from your
bank account or credit card or
call us for assistance.

SmoothPay

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



001583 036
 Toladdi Property Pty Ltd
 1 Chichester St
 NORTH LAKES QLD 4509

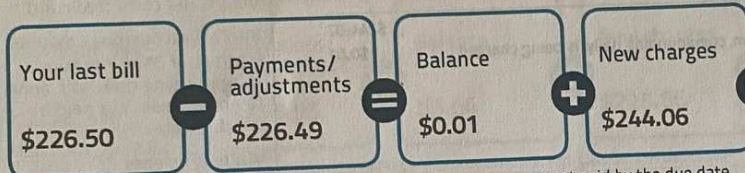
WATER AND SEWERAGE YOUR BILL

1300 086 489
 Emergencies and faults 24 Hours, 7 days
 Account enquiries 7am-6pm Mon-Fri
 unitywater.com
 ABN 89 791 717 472

Account number	99810050
Payment reference	0998 1005 07
Property	Unit 8/10 Wills St, NORTH LAKES, QLD

Bill number	7119693539
Billing period	28 Aug 2019 to 26 Nov 2019 91 days
Issue date	4 Dec 2019
Approximate date of next meter reading	25 Feb 2020

Your account activity

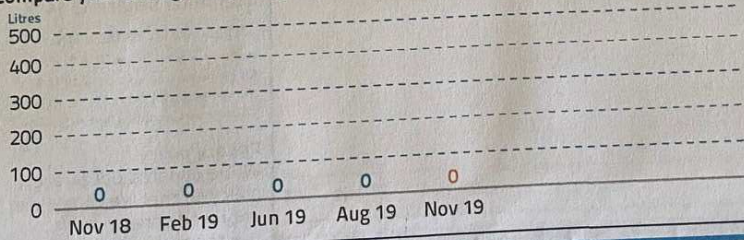


Overdue amount	\$0.01
Total due#	\$244.07
New charges due	6 Jan 2020

8% interest per annum, compounding daily, will apply to any amount not paid by the due date

Includes overdue amount

Compare your average daily usage over time



Count the Ways
LET'S SAVE WATER TOGETHER



Our dam levels are dropping. Let's count on each other to make positive changes, like **cutting your shower time to 4 minutes.**

For personalised tips tailored to your home, visit unitywater.com/savewater

Easy ways to pay For other payment options - see over



BPAY*
 Biller Code: 130393
 Ref: 0998 1005 07
 Contact your bank or financial institution to pay from your cheque, savings, debit, credit card or transaction account.
 Find out more at bpay.com.au
 * Registered to BPAY Pty Ltd ABN 69 079 137 518



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

SmoothPay

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

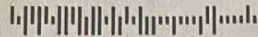
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investing in tomorrow.

001452 036



Toladdi Property Pty Ltd
1 Chichester St
NORTH LAKES QLD 4509



WATER AND SEWERAGE YOUR BILL

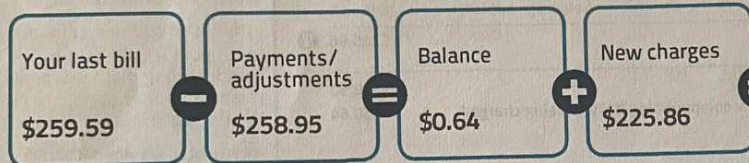
1300 086 489
Emergencies and faults 24 Hours, 7 days
Account enquiries 7am-6pm Mon-Fri

unitywater.com
ABN 89 791 717 472

Account number	99810050
Payment reference	0998 1005 07
Property	Unit 8/10 Wills St, NORTH LAKES, QLD

Bill number	7119366618
Billing period	05 Jun 2019
84 days	to 27 Aug 2019
Issue date	5 Sep 2019
Approximate date of next meter reading	27 Nov 2019

Your account activity

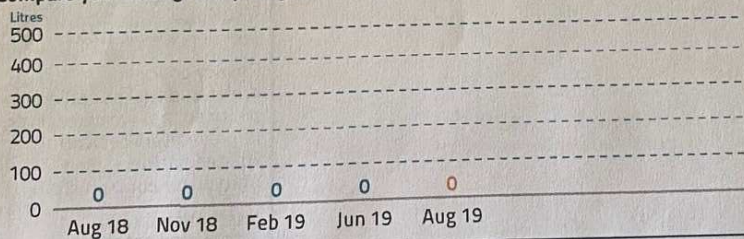


Overdue amount	\$0.64
Total due [#]	\$226.50
New charges due	8 Oct 2019

8% interest per annum, compounding daily, will apply to any amount not paid by the due date

Includes overdue amount

Compare your average daily usage over time



GET TO KNOW THE INS AND OUTS OF YOUR BILL

See inside for the full picture about 2019-20 water and sewerage prices and what these charges pay for.

Easy ways to pay For other payment options - see over



BPAY[®]
Biller Code: 130393
Ref: 0998 1005 07

Contact your bank or financial institution to pay from your cheque, savings, debit, credit card or transaction account.

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

SmoothPay

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

211855_1280W02_MB_U7_AU_209/001452/000292

Toladdi Super Fund

Contributions Breakdown Report

For The Period 01 July 2019 - 30 June 2020

Summary

Member	D.O.B	Age (at 30/06/2019)	Total Super Balance (at 30/06/2019) *1	Concessional	Non-Concessional	Other	Reserves	Total
Chiochiu, Anatolie	14/05/1971	48	248,034.74	25,000.00	0.00	0.00	0.00	25,000.00
Chiochiu, Astrid	19/08/1974	44	219,593.50	25,000.00	0.00	0.00	0.00	25,000.00
All Members				50,000.00	0.00	0.00	0.00	50,000.00

*1 Total Super Balance is per individual across funds within a firm.

Contribution Caps

Member	Contribution Type	Contributions	Cap	Current Position
Chiochiu, Anatolie	Concessional	25,000.00	25,000.00	At Limit
	Non-Concessional	0.00	100,000.00	100,000.00 Below Cap
Chiochiu, Astrid	Concessional	25,000.00	25,000.00	At Limit
	Non-Concessional	0.00	100,000.00	100,000.00 Below Cap

Carry Forward Unused Concessional Contribution Cap

Member	2015	2016	2017	2018	2019	2020	Current Position
Chiochiu, Anatolie							
Concessional Contribution Cap	N/A	30,000.00	30,000.00	25,000.00	25,000.00	25,000.00	
Concessional Contribution	N/A	14,000.00	8,000.00	14,000.00	25,000.00	25,000.00	
Unused Concessional Contribution	N/A	0.00	0.00	0.00	0.00	0.00	
Cumulative Carry Forward Unused	N/A	N/A	N/A	N/A	0.00	0.00	
Maximum Cap Available	N/A	30,000.00	30,000.00	25,000.00	25,000.00	25,000.00	At Limit
Total Super Balance	N/A	0.00	0.00	96,509.56	110,491.05	248,034.74	

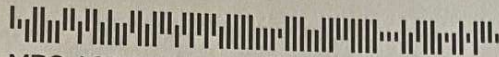
COURIER PTY LTD
 Tol Super Apr to

Total - Chiochiu, Anatolie 25,000.00 0.00 0.00 0.00

0.00 0.00 0.00

Chiochiu, Astrid

Date	Transaction Description	Ledger Data				SuperStream Data					
		Contribution Type	Concessional	Non-Concession	Other	Reserves	Contribution	Employer	Concessional	Non-Concess	Other
26/08/2019	DEPOSIT-OSKO PAYMENT 2185578 FIVE STAR DANCE ACADEMY PTY LTD Super Jul-Sep19- addi	Employer	6,000.00								
08/01/2020	DEPOSIT-OSKO PAYMENT 2867746 FIVE STAR DANCE ACADEMY PTY LTD Super Oct-Dec 2019	Employer	6,000.00								
19/06/2020	DEPOSIT-OSKO PAYMENT 2800339 FIVE STAR DANCE ACADEMY PTY LTD Super - Ja	Employer	13,000.00								
Total - Chiochiu, Astrid			<u>25,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>			<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total for all members			<u>50,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>					



MRS ASTRID A CHIOCHIU
PO BOX 504
NORTH LAKES QLD 4509

Our reference: 7116028908040

Phone: 13 10 20

TFN: 196 439 659

9 June 2020

We have approved an early release of superannuation

Dear ASTRID,

We're writing to you about your application for the Coronavirus - early release of super benefits. This is a notice of the decision made by the Regulator determining whether you've met a condition of release.

After careful consideration, we've determined that you are eligible for an early release of super.

Release amount

We've approved a release of	\$ 10,000.00
-----------------------------	--------------

We've approved the release of your benefits from the super provider(s) shown below:

THE TRUSTEE FOR TOLADDI SUPER FUND	\$ 10,000.00
------------------------------------	--------------

The above amount(s) can only be released by your super provider(s) as one lump sum payment and is tax free.

What you need to do

To organise the release of your super benefits from your self-managed super fund you will need to provide a copy of this letter to the Trustee and retain a copy for your personal records.

Yours sincerely,
Grant Brodie
Deputy Commissioner of Taxation

NEED HELP?

If you have any questions or need help, phone us on **13 10 20** between 8.00am and 6.00pm, Monday to Friday.

If you phone

Remember to have your tax file number with you when you phone. It will also be helpful if you can tell us the 'Our reference' number at the top of this letter.

FIND OUT MORE

For more information about releasing super on compassionate grounds and how tax applies, visit our website at ato.gov.au/early-release

Toladdi Super Fund

**Strategist SMSF
Trust Deed & Rules**

Prepared for:

Lember and Williams (Maskiells Lawyers)

Toladdi Super Fund

Strategist SMSF
Trust Deed & Rules

Prepared by:

hunt & hunt
lawyers

Gateway
1 Macquarie Place
Sydney NSW 2000



A Living Super Deed

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The Rules of the Fund

Note: terms capitalised are defined in the Definitions.

Part One: Establishment of the Fund

Purpose of the Fund

Rule 1. The Fund Must Satisfy the Sole Purpose Test

Explanation

The Fund must be established and must be maintained solely for the provision of Core Purposes or for the provision of Core Purposes and Ancillary Purposes of the 'sole purpose test' in the *SIS Act*.

The *SIS Act* defines Core Purposes to include the provision of Benefits to a Member upon his or her retirement or to the Legal Personal Representative or Dependants of the Member in the event of the Member's death.

The *SIS Act* also provides that the Trustee may maintain the Fund for both Core Purposes and for Ancillary Purposes. An Ancillary Purpose may include the provision of Temporary or Permanent Incapacity Benefits to a Member, where the Member terminates employment as a consequence of ill health.

An Ancillary Purpose also includes the provision of such Benefits as the Regulator has approved in writing.

Tax concessions will not be available to the Fund unless the Trustee of the Fund is either a Constitutional Corporation (that is a Corporate Trustee) or its sole or primary purpose is the provision of old age pensions (this however does not mean that a fund which does not have a corporate Trustee cannot pay a pension). Rule 1.2 reflects this requirement.

Rule

- 1.1. The Trustee must ensure that the Fund is maintained for one or more of the Core Purposes and for one or more of the Ancillary Purposes and for no other purpose.
- 1.2. If the Trustee is not a Constitutional Corporation, the sole or primary purpose of the Fund is the provision of old age pensions.

Appointing the Trustee

Rule 2. Who May or May Not be a Trustee

Who May be a Trustee

- 2.1. Natural persons may be Trustees or a company may be the Trustee but natural persons and Companies cannot both be Trustees.
- 2.2. Subject to this Rule and Rule 52 below (which applies on death of a Member) an individual may only be a Trustee if the individual is a Member.

Explanation

The Fund must have a Trustee.

- Section 17A of the *S/S Act* must be satisfied in order for the Fund to be a Self Managed Superannuation Fund. This section requires that:
 - each Member must be a Trustee or, if the Trustee is a company, each Member must be a director of that company;
 - a person who is not a Member may not be a Trustee or a director of a company which is a Trustee; and
 - except that a Legal Personal Representative may also be a Trustee.
- On the Death of a Member, the Legal Personal Representative of that Member should be appointed as a Trustee or as director of a company that is a Trustee – see Rule 52.
- For single Member Funds, another person is required to be appointed as a Trustee, not being an employer of the Member unless also a Relative of the Member.

These Rules do not allow for the purposes of administrative simplicity, a company to be a Trustee if a Member is also a Trustee.

If a company is appointed Trustee, the constitution of that company should be compatible with the Rules.

Any person accepting appointment as a Trustee or director of a company that is the Trustee must read and agree to the Rules.

A disqualified person may not be a Trustee. A disqualified person may include a person who has committed a civil or criminal offence, or is bankrupt.

- 2.3. Subject to this Rule and Rule 52 below (which applies on the death of a Member) a Constitutional Corporation may only be a Trustee if all the directors of the company are Members.
- 2.4. Notwithstanding Rules 2.2 and 2.3, if there is only one person who is a Member then:
- (a) that Member or a Legal Personal Representative of that Member and one other natural person who is a Relative of the Member, or is a person who is not an Employer of the Member, may be the Trustee; or
 - (b) a Constitutional Corporation may be the Trustee, if the sole director of which is the Member or a Legal Personal Representative of the Member, or the company may have two directors of which one is the Member or the Legal Personal Representative of the Member and another person is a Relative of the Member, or is a person who is not an Employer of the Member.
- 2.5. If the Member is under a legal disability, that Member cannot be appointed as a Trustee but a Legal Personal Representative of that Member shall be appointed as a Trustee.
- 2.6. If the Regulator appoints a person or company as a Trustee, that person or company may be a Trustee.
- 2.7. Notwithstanding any other provisions of these Rules a person or company, shall not be appointed as a Trustee unless they provide the Trustee with a written consent to that appointment and have acknowledged that they have read and agreed to be bound by the Rules.
- 2.8. Each person who is a director of a company which is to be a Trustee must provide a written consent to the appointment of that company and have acknowledged that they have read and agreed to be bound by the Rules.
- 2.9. Notwithstanding any other provision of these Rules an Approved Trustee may be appointed as the Trustee.

Who may not be a Trustee

2.10. A person cannot be a Trustee if:

- (a) at any time:
 - (1) the person was convicted of an offence against or arising out of a law of the Commonwealth of Australia, a State or a Territory of Australia or a foreign country, being an offence in respect of dishonest conduct; or
 - (2) a Civil Penalty Order was made in respect of the person; or
- (b) the person is an insolvent under administration; or
- (c) a Regulator has disqualified the person (for the purposes of sections 126A or 126H of the *SIS Act*) and the Regulator has not waived that person's status as a disqualified person.

2.11. A company cannot be a Trustee if:

- (a) the company knows, or has reasonable grounds to suspect, that a person who is, or who is acting as a Responsible Officer of the company has been disqualified by the Regulator (for the purposes of sections 126A or 126H of the *SIS Act*); and
- (b) the company knows or has reasonable grounds to suspect that:
 - (1) the person is not eligible under section 126B(1) of the *SIS Act* to apply to APRA for a declaration waiving his or her status as a disqualified person; or
 - (2) the person is so eligible under section 126B(1) of the *SIS Act* to apply to APRA for a declaration waiving his or her status as a disqualified person but that person will not make an application under subsection 126B(3) of the *SIS Act* seeking a waiver of that status; or
- (c) a receiver, or a receiver and manager, has been appointed in respect of property owned by the company; or
- (d) an official manager, deputy official manager or administrator has been appointed in respect of the company; or
- (e) a provisional liquidator has been appointed in respect of the company; or
- (f) the company has begun to be wound up.

2.12. Notwithstanding Rules 2.9 and 2.10 above a person or company can be appointed as a Trustee if that appointment as a Trustee is authorised by the Regulator.

Rule 3. Appointment of a Trustee

Explanation

This Rule provides the mechanism for appointing those persons eligible to be appointed as Trustees. This Rule also allows an individual to be replaced as a Trustee by a company which is a Trustee and for a company which is Trustee to be replaced as Trustee by an individual.

Trustees of the Fund will be personally liable for any liabilities incurred by the Fund (although they may be entitled to indemnity by the Fund). Where there is more than one Trustee, each Trustee is jointly and severally liable for the liabilities of the Fund. As a consequence, persons causing the establishment of the Fund might prefer that a company be appointed the Trustee of the Fund rather than individuals being appointed Trustees of the Fund.

Rule

3.1. Upon establishment of the Fund a person may be appointed as Trustee, provided that person:

- (a) has agreed to be a Trustee by reason of execution of the Deed; and
 - (1) has consented in writing to become a Member or is a Legal Personal Representative on behalf of a person and has consented in writing to that person becoming a Member or is a parent or guardian of a Member who is under a legal disability because of age and does not have a Legal Personal Representative and has consented in writing to that person becoming a Member; or
 - (2) if the Fund has only one Member, is a Relative of the Member or is a person who is not an Employer of the Member;
- (b) has agreed to be bound by the Rules and has consented in writing to that person's appointment as a Trustee; and
- (c) is eligible to be appointed a Trustee.

3.2. Upon establishment of the Fund, a company may be appointed as Trustee provided all the following conditions are met:

- (a) if the Fund has more than one Member:
 - (1) all directors have consented in writing to become Members, or they are the Legal Personal Representative of a person or parent or guardian of a person who is under a legal disability because of age and does not have a Legal Personal Representative and have agreed in writing to that person becoming a Member; or
 - (2) if the Fund has only one Member and the company has two directors – the director that is not a Member is a Relative of the Member, or is a person who is not an Employer of the Member;
- (b) the company and its directors agree to be bound by the Rules and has consented in writing to its appointment as a Trustee;
- (c) the company is eligible to be appointed a Trustee; and
- (d) all the directors have read the Product Disclosure Statement.

3.3. Subject to the provisions of these Rules, where the Trustee accepts a person as a Member, that person or a Legal Personal Representative of that person is appointed as a Trustee, provided that person or a Legal Personal Representative:

- (a) has agreed to be Trustee and:
 - (1) has consented in writing to become a Member or is the Legal Personal Representative of a Member or parent or guardian of a person who is under a legal disability because of age and does not have a Legal Personal Representative; and
 - (2) if the Fund has only one Member, that Legal Personal Representative is a Relative of the Member or is a person who is not an Employer of the Member;
- (b) has agreed to be bound by the Rules and has consented in writing to that person's appointment as a Trustee;
- (c) is eligible to be appointed as a Trustee; and
- (d) has read the Product Disclosure Statement;

unless that person or a Legal Personal Representative of that person becomes a director of a Company which is a Trustee in which case the provisions of clause 3.2 will apply.

- 3.4. On appointment of a person as a Trustee, or on appointment of a company as a Trustee, after 30 June 2007 that person or each director of that company shall sign a declaration in that form as required by the *Act* certifying that he or she understands their duties as a Trustee of a Self Managed Superannuation Fund or as a director of a company which is a Trustee of a Self Managed Superannuation Fund.
- 3.5. If a person is a Trustee or a director of a company which is a Trustee and another person is appointed after 30 June 2007 as a Trustee or as a director of a company which is a Trustee, then that person must ensure that the newly appointed person signs a declaration in that form as required by the *Act* certifying that he or she understands their duties as a Trustee of a Self Managed Superannuation Fund or as a director of a company which is a Trustee of a Self Managed Superannuation Fund.
- 3.6. Any such declarations referred to in Rules 3.4 and 3.5 shall be kept for at least 10 years or such longer period so far as it is relevant and shall be available for inspection by the Regulator, if so required.
- 3.7. On retirement of a Trustee one of the following is appointed Trustee in place of the Trustee who has retired (provided the person or company is not already a Trustee):
- (a) if the retiring Trustee is a person, another person who is a Member or a Legal Personal Representative of that Member or a parent or guardian of that Member who is under a legal disability because of age and does not have a Legal Personal Representative or a company of which that Member or Legal Personal Representative of that member is a director; and
 - (b) if the retiring Trustee is a company, a company all the directors of which are Members or are the Legal Personal Representative's of Members, or all the persons who are Members or in place of a Member the Legal Personal Representative of that Member or a parent or guardian of that Member who is under a legal disability because of age and does not have a Legal Personal Representative.

Becoming a Regulated Superannuation Fund

Rule 4. The Trustee must ensure that the Fund is a Regulated Superannuation Fund

Explanation

To obtain a tax concession the Fund must be a Complying Self Managed Superannuation Fund. A Self Managed Superannuation Fund will not be a Complying Self Managed Superannuation Fund if it is not a Regulated Superannuation Fund.

Rule

The Trustee must cause the Fund to be a Regulated Superannuation Fund at all times.

Trustee Operations and Obligations

Rule 5. Removal and Retirement of a Trustee

Explanation

The purpose of this Rule is to provide a mechanism for the removal or retirement of a person or company as a Trustee.

Rule

- 5.1.** A Member may retire as a Trustee provided:
- (a) a Company of which the Member is a director is appointed as Trustee; or
 - (b) a Legal Personal Representative of that Member is appointed as a Trustee;
 - (c) If the Fund has only one Member, a person who is not a Member and who is a Trustee may retire as a Trustee provided that another person who is a Relative of the Member or is a person who is not an Employer of the Member is appointed as a Trustee.
- 5.2.** A company may retire as a Trustee provided:
- (a) all the directors of that company are appointed as Trustees; or
 - (b) another company is appointed as a Trustee, provided the directors of that company are also directors of the company retiring as Trustee.
- 5.3.** Notwithstanding any Rule, a Trustee may retire as Trustee of the Fund if an Approved Trustee is or has first been appointed as the Trustee of the Fund;
- 5.4.** Subject to these Rules and the *Act* a person or company is removed as a Trustee:
- (a) if the Trustee is a Member – upon that person ceasing to be a Member;
 - (b) if the Trustee is a Member – upon that Member becoming incapable of acting as Trustee unless a Legal Personal Representative of that Member is appointed as a Trustee in place of that Member;
 - (c) if the Trustee is a company and on the date four months from the time any one or more of the directors of the company cease to be Members or the Legal Personal Representatives of Members;
 - (d) if the Trustee is prohibited from being a Trustee by reason of Rules 2.9, 2.10 or Rule 2.11; on that date a Trustee is so prohibited from being a Trustee;
 - (e) if the continued appointment of the Trustee as a Trustee will cause the Fund to be a Non-Complying Self Managed Superannuation Fund; on the day before the day the continued appointment of the Trustee as a Trustee will cause the Fund to be a Non-Complying Self Managed Superannuation Fund.

Rule 6. Remuneration and Indemnification of a Trustee

Explanation

A fund will not be a Complying Self Managed Superannuation Fund if the Trustee receives any remuneration for acting as Trustee, unless the Trustee is an Approved Trustee.

Rule

- 6.1.** A Trustee shall not be entitled to be remunerated for acting as a Trustee, unless the Trustee is an Approved Trustee.
- 6.2.** A Trustee may apply the assets of the Fund in indemnification of itself or a former Trustee for expenses incurred by itself or a former Trustee in managing or administering the Fund provided:
- (a) the Trustee, or the former Trustee, acted honestly in the matter in respect of which the indemnification is sought; and
 - (b) the Trustee, or the former Trustee, did not intentionally or recklessly fail to exercise, in relation to the matter in respect of which indemnification is sought, the degree of care and diligence that the Trustee, or the former Trustee, was required to exercise.

Rule 7. Meetings of the Trustees

Explanation

If there is more than one Trustee, the Trustees should meet to decide matters such as the:

- appointment of various professional advisers to the Fund, including the Auditor;
- establishment of a bank account or cash management trust for the Fund;
- setting of an investment objective and investment strategy for the Fund;
- admission of Members to the Fund;
- acquisition and disposal of investments pursuant to the Fund's investment strategy;
- approval of the payment of Benefits to a Member (including payment of a Pension);
- payment of a Death Benefit;
- acceptance of a Binding Death Benefit Nomination from a Member;
- review of audit reports; and
- creation of any Reserves.

Normally the Manager, the person whom the Trustees have appointed to be responsible for the day-to-day administration of the Fund, will call meetings. However Members with Members' Account balances equal to 50% or more of the balances of all Members' Accounts can also call a meeting.

Where the Trustee is a company, decisions will be made at meetings of the directors of that company rather than at meetings of the Trustees. In this case, meetings of the company must be held in accordance with the constitution of that company. It is important that the constitution of any company that is a Trustee be compatible with the Rules.

Rule

- 7.1.** If there is more than one Trustee, the Trustees must meet if the Manager or Members, the balance of whose Members' Accounts is equal to more than one half of the balance of all Members' Accounts, serves a notice of the meeting upon the Trustees requiring the Trustees to make a decision in respect of the Fund.
- 7.2.** The Manager or Members must give reasonable notice of any such meeting to each of the Trustees (which may be by mail, facsimile or email to that address, facsimile number or electronic address last nominated by each Trustee), unless the Trustees unanimously agree that the meeting may be held on some earlier date. Such written notice must:
- (a) set out the place, date and time for the meeting (and, if the meeting is to be held in two or more places, the technology that will be used to facilitate this); and
 - (b) state the general nature of the business of the meeting.
- 7.3.** Where, through a link established by means of any system of telephone, audio or audio-visual communication approved by the persons eligible to attend a Trustee Meeting those persons will be taken to be assembled together at a meeting and all proceedings of those persons, conducted with the aid of the link, will be as valid and effectual as if conducted at a meeting at which all those persons were physically present.
- 7.4.** At any Trustee Meeting a quorum is equal to that number of Members, or the Legal Personal Representatives of those Members, the balance of whose Members' Accounts, is equal to more than one half of the aggregate balance of all Members' Accounts.

7.5.

- (a) The Trustees will determine by majority approval at the first meeting of Trustees one of the following as the method by which Trustees will be entitled to cast votes at all meetings of Trustees:
 - (1) each Trustee being entitled to cast the number of votes as is equal to the nearest number of whole dollars of the balance of the Member's Accounts of that person plus that amount in any Reserve which an actuary has determined is supporting that person's Member's Account in paying a Pension ; or
 - (2) each Trustee being entitled to cast one vote each.
 - (b) If the Trustees fail to make a determination in accordance with clause 7.5(a) or fail to adopt a method of voting, clause 7.5(a)(2) will apply. Notwithstanding subclauses 7.5(a) and 7.5(b), any voting rules in place prior to these Rules being adopted will continue to apply.
 - (c) If clause 7.5(a)(2) applies and there is a deadlock in making any Trustee decision, the deadlock shall be resolved by weighting each Trustee's votes nearest to the number of whole dollars of that Member's Account the Trustee represents and any amounts in Reserve that an actuary has determined might be transferred to the Member's Account to pay a Pension, but no less than one vote each
- 7.6. A resolution would not be passed at any Trustee Meeting, unless it is passed by the casting of a majority of the votes entitled to be cast by persons who are present at that meeting.
- 7.7. A person may appoint another person to act as that person's proxy at any Trustee Meeting. Any such appointment must be in writing.
- 7.8. If a circulating minute containing a statement that the Trustee is in favour of a resolution in the terms set out in that document has been signed by all persons entitled to attend a Trustee Meeting, a resolution in those terms will be taken to have been passed at a meeting held on the day and at the time at which the document was last signed by any such person. Two or more separate documents containing statements in identical terms, each of which is signed by one or more persons, will together be taken to constitute one document for the purposes of this Rule.

Rule 8. Trustee's Records

Explanation

A written record must be kept of all decisions made by the Trustee in relation to the Fund. Those records should be held for ten years.

Rule

- 8.1. If there is only one person who is a Trustee that person must make a written record of all decisions made by that person as Trustee.
- 8.2. If there is more than one person who is a Trustee a Trustee must keep minutes of every meeting held by the Trustees.
- 8.3. If the Trustee is a company the minutes of the meetings of the directors or resolution of sole director of that company acting as Trustee shall be deemed for the purposes of this Rule to be records of the Trustee.
- 8.4. Records and minutes required by this Rule must be kept for at least ten years from the date the decision was made or the date of the meeting.

Rule 9. Trustee's Covenants

Explanation

The *Act* requires that the Rules of a Regulated Superannuation Fund contain certain covenants (if the Rules do not contain these covenants the Rules are deemed to contain those covenants). Whilst some of those covenants are contained elsewhere in these Rules they have all been reiterated here to highlight the code of conduct that a Trustee must adopt as a Trustee.

Rule

A person by accepting appointment as a Trustee agrees:

- (a) to act honestly in all matters concerning the Fund;
- (b) to exercise, in relation to all matters affecting the Fund, the same degree of care, skill and diligence as an ordinary prudent person would exercise in dealing with property of another with whom the person felt morally bound to provide;
- (c) to ensure that duties and powers of the Trustee are performed and exercised in the best interests of the Members;
- (d) to keep the money and other assets of the Fund separate from any money and assets, respectively:
 - (1) that are held by a Trustee personally; or
 - (2) that are money or assets as the case may be, of a Standard Employer-Sponsor, or an Associate of a Standard Employer-Sponsor, of the Fund;
- (e) not to enter into any contract or do anything else, that would prevent the Trustee from, or hinder the Trustee in properly performing or exercising the Trustee's functions and powers;
- (f) to formulate and implement a written investment strategy in accordance with the provisions of the *Act*;
- (g) if there are any Reserves – to formulate and implement a written strategy for the prudential management of those Reserves consistent with the Fund's investment strategy and its capacity to discharge liabilities (whether actual or contingent) as and when they fall due; and
- (h) to allow a Member access to Prescribed Information and any Prescribed Documents.

Admittance of Members

Rule 10. Who May Become a Member

Explanation

There are generally no restrictions on who can be a Member of the Fund provided the Member or their Legal Personal Representative is eligible to be appointed a Trustee. For example a Child, or a person that is not employed, may become a Member of the Fund.

This Rule would also allow the Trustee to admit a Spouse of a Member who is not also a Member as a Member to allow any superannuation splitting arrangement as ordered by the Family Court.

Rule

- 10.1.** The Trustee may, with absolute discretion, admit a person as a Member provided:
- (a) that person or that person's Legal Personal Representative or parent or guardian of a Member who is under a legal disability because of age and does not have a Legal Personal Representative has provided the Trustee with an Application Form and has agreed to be bound by the Rules;
 - (b) admission of that person as a Member would not cause the Fund to become a Non-Complying Self Managed Superannuation Fund; and
 - (c) the person or the Legal Personal Representative of that person is eligible to act and accept appointment as a Trustee or is eligible to be and is willing to accept appointment as a director of a company which is eligible to and will accept appointment as a Trustee; or
 - (d) a parent or guardian of that person, where that person is under a legal disability because of age and does not have a Legal Personal Representative, will accept the appointment as a Trustee and is not a disqualified person.
- 10.2.** Subject to these Rules and the *Act*, the Trustee must admit a person as a Member where that person will be paid a Pension from the Fund.
- 10.3.**
- (a) If a Member is the only Member of the Fund, the Member can provide the Trustee with a notice requiring the Trustee not to admit any other person as a Member of the Fund and the Trustee shall not then admit any person as a Member of the Fund, or
 - (b) Alternatively, if a Member so elects by notice to the Trustee and notwithstanding any other provision of these Rules, the property of the Fund transferred to the Fund by that Member can only be held in the Fund specifically for the Member and that property cannot be pooled with the Contributions or other assets of other Members and no other Member can obtain an interest in that property.
- 10.4.** A parent or guardian of a Member who is a Trustee of the Fund in place of that Member (because that Member is under a legal disability because of age and does not have a Legal Personal Representative), may exercise on behalf of that Member any rights or functions which that Member could exercise under the Rules (except those referred to in Rule 15 (Binding Death Benefit Rule)) provided such exercise is permitted by the *Act* and will not affect or compromise the Fund's status as a Complying Superannuation Fund.

Rule 11. Members Have Read and are Bound by the Rules

Explanation

This Rule is to protect the Trustee against any claims made by a Member who claims not to understand what rights and obligations the Trustee and Member has under the Law and Rules.

Rule

By applying for Membership of the Fund a Member acknowledges having read the Product Disclosure Statement and agrees to be bound by the terms of the Deed and the Rules. Subject to Rule 10.2, a Trustee may prohibit a person becoming a Member of the Fund if they are of the opinion that the person has not read and understood the Fund's Product Disclosure Statement, the Deed and the Rules of the Fund.

Rule 12. Application Form

Explanation

Subject to Rule 10.2, a person wishing to become a Member must provide the Trustee with an Application Form. The Application Form may (amongst other things) require such a person to:

- acknowledge that the person has read the Product Disclosure Statement;
- agree to be bound by the Rules;
- be a Trustee of the Fund or a director of a company which is the Trustee of the Fund;
- provide such information (including medical information) to the Trustee as the Trustee requires; and
- provide the Trustee with a death benefit nomination.

Rule

- 12.1.** A person shall not be admitted as a Member or receive a Pension from the Fund unless that person has:
- (a) completed an Application Form in the form required by the Trustee;
 - (b) confirmed in writing that he or she has read the Product Disclosure Statement, Deed and Rules of the Fund; and
 - (c) agreed to be bound by the Rules of the Fund.
- 12.2.** Where a person may be entitled to be paid a Pension following the death of a Member, and that person does not wish to become a Member or the Trustee decides that the person should not become a Member, then the Trustee is to transfer that amount as would have been added to a Member's Pension Account to Fund the payment of the Pension to that person to another Complying Superannuation Fund or Eligible Rollover Fund. Any such transfer is to be made in accordance with Rule 27 and must occur within three months of the time that the person became entitled to be paid a Pension.

Rule 13. Receipt of an Application Form

Rule

- 13.1.** On receipt of an Application Form from a person and after that person produces such documents and evidence (which may include a medical examination and checks) as the Trustee may reasonably and lawfully require the Trustee may admit that person as a Member.
- 13.2.** Within 6 weeks of receipt of an Application Form the Trustee shall advise the person applying for Membership whether or not that person has been accepted for admission as a Member and whether or not any conditions will be attached to that person's Membership of the Fund.
- 13.3.** If the Trustee has agreed to accept a person as a Member, but subject to conditions as to that person's Membership, that person can within 6 weeks of notification by the Trustee pursuant to Rule 13.2 either accept or reject that offer of Membership.
- 13.4.** If, after six weeks, a person neither accepts nor rejects an offer of Membership of the Fund that person shall be deemed to have accepted that offer of Membership.

Estate Planning

Explanation

The assets of the Fund do not belong in whole or in part to any individual. That is, whilst a Member might think of his or her interest in the Fund as being an "asset" of that person, as a matter of law this is not the case.

This means that, when a Member dies, that Member will not be able to dispose of his or her interest in a fund by way of a Will.

To allow a Member to effectively dispose of his or her interest in a fund and to have some choice as to how to do so, these Rules allow:

- A Member to provide the Trustee with a Non Binding Death Benefit Nomination. The Member by way of that nomination requests that the Trustee pays Benefits in accordance with the Member's wishes but does not compel the Trustee to so pay the Benefits. A Member might decide to provide a Trustee with a Non Binding Death Benefit Nomination where the Member wishes to provide some guidance to the Trustee (and to provide the Trustee with some measure of protection if the Trustee acts accordingly to that nomination) but, recognising that there may be a need for flexibility, does not want to bind the Trustee (Rule 14);
- A Member to provide the Trustee with a Binding Death Benefit Nomination in which the Member requires the Trustee to pay Benefits after that Member's death to a Legal Personal Representative or Dependant of the Member. Whilst such requests are mandatory, they are restrictive as to whom Benefits may be paid, the mode of paying Benefits, and generally they only have a three year life. For example, the Member cannot compel the Trustee to pay a pension instead of a lump sum. This is not the case with the Strategist Deed where a Binding Death Benefit is permanent if worded to that effect, unless altered by the Member (Rules 15.1 to 15.7). A Member who requires more certainty as to the application of Benefits payable on the death of a Member should consider including a Death Benefit request in the Rules as allowed by Rule 16 of the Rules;
- A Member to require his or her Legal Personal Representative to determine, with the consent of the Trustee, as to how a Member's Benefits should be applied on the death of the Member. The disadvantage of this alternative is that the Trustee might not consent to that determination (Rule 15.8); and
- A Member to cause the Rules to be amended to ensure that Benefits payable as a consequence of that Member's death are paid in a particular way (there is no restriction to whom or how the Benefits might be paid). This Rule may only be varied with that Member's consent (Rule 16).

Rule 14. Non-binding Death Benefit Nomination

Explanation

A Member might request the Trustee to pay a Benefit after the death of the Member to persons nominated by that Member. The Member might prefer (so as to not bind the Trustee) that this direction is made more as a statement of wishes than as a mandatory order.

Rule

- 14.1. A Member or the Legal Personal Representative of a Member may provide the Trustee with a Non-Binding Death Benefit Nomination. This Nomination may request the Trustee, at the Trustee's discretion, to provide Benefits on the death of the Member to persons named by the Member in that nomination.

- 14.2. Subject to the *Act*, the Trustee must accept a Non-Binding Death Benefit Nomination.
- 14.3. A Non-Binding Death Benefit Nomination is not binding upon the Trustee.
- 14.4. Prior to the death of a Member, the Member or the Legal Personal Representative of the Member, may confirm, amend or revoke a Non-Binding Death Benefit Nomination previously given by the Member to the Trustee.
- 14.5. A Member or the Legal Personal Representative of a Member may also direct the Trustee to act, do or carry out a particular course of action on the Member's death or incapacity. However the Trustee is not bound by any such direction and the Trustee must not comply with that direction, if it causes the Fund to become a Non-Complying Self Managed Superannuation Fund.

Rule 15. Binding Death Benefit Nomination

Rule

- 15.1. The Trustee must, when required to do so by the *Act*, provide a Member with that information that the Trustee reasonably believes the Member reasonably needs for the purpose of submitting a Binding Death Benefit Nomination.

Explanation

The *S/S Act* states that, if the Rules of a fund permit, a Member of the Fund may require the Trustee to provide any Benefits in respect of the Member, on or after the death of the Member, to the Legal Personal Representative or a Dependant of the Member. The Member does this by making what is commonly referred to as a Binding Death Benefit Nomination.

The Trustee must accept a Binding Death Benefit Nomination. However the Trustee must first provide the Member with sufficient information for the purpose of submitting a Binding Death Benefit Nomination. It is important to understand that the nomination can only be for the benefit of SIS beneficiaries as defined under the *S/S Act*.

The Member may amend a Binding Death Benefit Nomination at any time provided the Trustee is notified in writing of that amendment.

A Binding Death Benefit Nomination may be limited to the extent that a Member only nominates a person or persons and a proportion of the Member's Benefits to be paid to the person or each person. Accordingly a Member who wishes to have certainty about the manner in which Benefits are provided to a Dependant should consider making use of other options available as detailed in Rules 16 and 17. Alternatively, this Rule allows the Legal Personal Representative with consent of the Trustee after the death of a Member to apply the Member's Benefits as requested by the Legal Personal Representative.

- 15.2. A Member, or the Legal Personal Representative of a Member, may provide the Trustee with a Binding Death Benefit Nomination or a replacement to a prior Binding Death Benefit Nomination.
- 15.3. The Trustee must accept a Binding Death Benefit Nomination completed in accordance with this Rule, and shall be bound to act in accordance with that Binding Death Benefit Nomination so long as, in doing so, the Fund is not in breach of the *Act*.
- 15.4. A Binding Death Benefit Nomination (and any revocation or amendment to it):
 - (a) must be in writing;
 - (b) must require the Trustee to provide any Benefits in respect of the Member, on or after the death of the Member, to a Legal Personal Representative or a Dependant of the Member;
 - (c) must be signed and dated by the Member in the presence of two witnesses, being persons:
 - (1) each of whom has turned 18; and

- (2) neither of whom is a person mentioned in the notice; and
- (d) must contain a declaration signed, and dated, by the witnesses stating that the notice was signed by the Member or the Legal Personal Representative of a Member in their presence.
- 15.5.** Prior to the death of a Member, the Member or the Legal Personal Representative of the Member may confirm, amend or revoke a Binding Death Benefit Nomination previously given by the Member to the Trustee. A confirmation must be in writing, dated and signed by the Member or the Legal Personal Representative of the Member. An amendment or revocation of a Binding Death Benefit Nomination must be in writing and must be dated and signed by the Member or the Legal Personal Representative of the Member in the presence of two witnesses each of whom has turned 18 and neither of whom is mentioned in the notice. The Trustee shall accept that confirmation amendment or revocation.
- 15.6.** A Binding Death Benefit Nomination which requires a Benefit to be paid to the Spouse of a Member will be deemed to have been revoked if proceedings have been commenced pursuant to the *Family Law Act 1975* or some similar foreign legislation seeking the dissolution of that Member's marriage to that Spouse.
- 15.7.** A member may revoke a Binding Death Benefit Nomination.
- 15.8.** Unless sooner revoked by the Member, or the Legal Personal Representative of the Member who gave the Binding Death Benefit Nomination, or deemed to have been revoked, a Binding Death Benefit Nomination would have an indefinite term unless the Member has stipulated otherwise.

Rule 16. Incorporation of a Death Benefit request in the Rules

Explanation

The *S/S Act* states that, if the Rules of a fund permit, a Member may request the Trustee to provide any Benefits in respect of the Member, on or after the death of the Member, to the Legal Personal Representative or a Dependant of the Member, provided any such request would not render the Fund to be a Non-Complying Self Managed Superannuation Fund.

These Rules permit a Member to request that the Trustee establish a Death Benefit Rule. The request if accepted will bind the Trustee to pay a Member's Benefits upon the Member's death as that Member requests.

However before accepting a Member's request to establish a Death Benefit Rule, the Trustee should assess the taxation implications and cash flow requirements that may be faced by the Fund in the event of any Death Benefit becoming payable upon the Member's death.

If the Trustee is of the view that the Trustee may be unable to comply with the Member's request the Trustee may, after discussion with the Member, request that the Member resubmit the request. The Trustee may also need to reassess the Fund's insurance plan and increase any life insurance cover.

Rule

- 16.1.** A Member or the Legal Personal Representative of the Member may provide the Trustee with a notice in writing requesting the Trustee to establish a Death Benefit Rule that requires the Trustee to pay Benefits in the event of the death of the Member in a manner and form that the Member or the Legal Personal Representative of the Member so chooses; including whether the Benefit is to be a Lump Sum Benefit, a Pension Benefit or combination of both.
- 16.2.** The Trustee may accept or reject any notice referred to at Rule 16.1 and must reject such a notice if the Trustee holds a Binding Death Benefit Nomination from that Member. If the Trustee accepts the notice, the Trustee shall be bound to act in accordance with that Death Benefit Rule that would be established as a consequence of accepting the notice.

- 16.3.** A Member, or the Legal Personal Representative of the Member, may provide the Trustee with a notice in writing requesting the Trustee to delete or amend a Death Benefit Rule that was previously established at the request of the Member and, if amended, the Trustee shall act in accordance with that amended Death Benefit Rule.
- 16.4.** The Trustee shall not accept any notice referred to at Rule 16.1 or 16.3 if that would cause the Fund to become a Non-Complying Self Managed Superannuation Fund.

Rule 17. Terms and Conditions of a Pension deemed to be a Rule

Explanation

Rule 48.2 states that the Trustee must document the terms and conditions set down for the payment of a Pension and notify the Member of these terms and conditions. This Rule deems that those terms and conditions to be part of the Rules. This ensures that where, for example, the terms and conditions of a Pension provide for a reversion of the Pension on the death of the Member to their Spouse, Dependant or Legal Personal Representative and the Trustee is bound to act in accordance with those terms and conditions.

Rule

A Member, or the Legal Personal Representative of the Member, may in writing notify the Trustee of his or her acceptance of the terms and conditions of a Pension payable according to Rule 48 as a Rule. Upon that acceptance by the Member, or the Legal Personal Representative of the Member, those terms and conditions will be deemed to be a Rule unless payment of the Pension causes the Fund to be a Non-Complying Self Managed Superannuation Fund.

Warning

Pension arrangements entered into prior to 1 July 2007 must be reviewed to ensure that the terms and conditions of the Pension meet the current standards set out in the *SIS Regulations*.

- End of Part One -

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Part Two: Operation and Administration of the Fund

Termination of Membership

Rule 18. Expulsion of a Member

Explanation

The object of this Rule is to allow the Trustee to expel a Member for any reason the Trustee considers necessary. The Trustee might do this if the Trustee feels that a Member's continued Membership of the Fund is not in the interests of the Fund. An example might be where there is a family break down and inter personal relationships threaten the viability of the Fund.

Rule

- 18.1. The Trustee may expel a Member as a Member of the Fund for any reason that the Trustee determines. At the same time the person must retire as Trustee of the Fund.
- 18.2. The Trustees must give notice to the Member of the member's expulsion from the Fund. If a Member is expelled from the Fund pursuant to Rule 18.1, the balance of the Member's Accounts is to be transferred to such other Superannuation Entity as requested by the Member; and, if the Trustee of the Fund has not received a transfer notification from a Member or former Member within a period of sixty days from the time the Trustee notified the Member of their expulsion, the Trustee may transfer the Member's Accounts to an Eligible Rollover Fund.

Rule 19. Ceasing to be a Member

Explanation

Normally a Member will only cease being a Member:

- if the Member dies; or
- the Member is no longer entitled to receive Benefits from the Fund; or
- the Member ceases to be eligible to be a Trustee (or ceases to be eligible to be a director of a company which is a Trustee).

The Trustee also has the power to determine that a Member should no longer be a Member (for example, if two Members who are Spouses separate or divorce, the Trustee might decide that, in the interests of the Fund, one of those persons should not be a Member of the Fund).

Rule

- 19.1. Unless prohibited by the *Act*, a Member shall be deemed to have ceased to be a Member on the first to occur of the following:
- (a) the Member no longer being entitled to receive Benefits from the Fund;
 - (b) the Trustee determining that the Member should no longer be a Member;
 - (c) the death of the Member, or if the Trustee decides otherwise, no later than the time any Legal Personal Representative of the Member ceases to act as Trustee or director of the Trustee company; and

- (d) the date being no later than the earliest of either:
- (1) four months from the date a Member became ineligible to be a Trustee, or to be a director of a company which is a Trustee, unless a Legal Personal Representative of that Member is appointed a Trustee; and
 - (2) the date just before a Member became ineligible to be a Trustee, or to be a director of a company which is a Trustee, unless a Legal Personal Representative of that Member is appointed as a Trustee.

Members' Accounts

Rule 20. The Trustee must keep Members' Accounts

Explanation
<p>The Trustee must keep an individual account for each Member. An account may be either a Member's Accumulation Account or a Member's Pension Account. More than one Member's Accumulation Account or Member's Pension Account may be kept for each Member.</p> <p>The Trustee should ensure that a record is kept of the various components of a Member's Benefit in the Fund. This will assist the Trustee in determining the taxation consequences of any Benefits paid to a Member or upon the death of the Member to a Dependant or the Legal Personal Representative of the Member. These components are:</p> <ul style="list-style-type: none"> • The Tax Free Component comprising: <ul style="list-style-type: none"> ○ a Crystallised Segment, which is a consolidation of various existing components of a Member's Benefits calculated as at 30 June 2007 including any un-deducted Contributions, CGT exempt component, concessional component and post June 1994 invalidity component; and ○ a Contributions Segment, which includes all non-assessable Contributions made from 1 July 2007, typically a Member's personal or 'non-concessional' Contributions. • The Taxable Component is the balance of the Member's Benefit less the Tax Free Component and comprises: <ul style="list-style-type: none"> ○ An Element Taxed in the Fund comprising Contributions and Earnings which have been subject to Tax in the Fund; and ○ An Element Untaxed in the Fund, which is uncommon in a Self Managed Superannuation Fund. This component may arise upon the death of a Member where the proceeds of an insurance policy on the life of the Member are received by the Trustee for payment to the Benefit of the Member's Dependents.

Rule

- 20.1.** The Trustee must keep, for each Member, an account that records:
- (a) Contributions received, Earnings, amounts allocated to and from Reserves, Benefits paid; and
 - (b) all other amounts that the Trustee resolves should be added to or deducted from those accounts.
- 20.2.** The balance of a Member's Account must be positive.
- 20.3.** The Trustee can keep more than one account for a Member, including more than one Member's Accumulation Account and more than one Member's Pension Account.

- 20.4. The Trustee must keep a record of the Tax Free and Taxable Components of a Member's Benefit in a Member's Account or Accounts.

Rule 21. Additions to a Member's Account

Explanation

Additions to a Member's Account will normally represent Contributions, roll-overs or Earnings. Additions may also include an allocation made by the Trustee from a Reserve into a Member's Account.

Contributions may include Splittable Contributions that have been transferred from a Member's Spouse in accordance with the Spouse contributions splitting rules in the *Act* (see Rule 27).

Rule

- 21.1. On the last day of each month, or such other time as the Trustee might determine, or on any earlier date as required by the *Act*, the Trustee shall add to a Member's Account:

- (a) the amount of Contributions received by the Trustee for the benefit of the Member;
- (b) at the discretion of the Trustee, such part of the Earnings as the Trustee believes should be added to that Member's Account;
- (c) the amount of any Splittable Contributions as the Trustee has agreed to add to that Member's Account;
- (d) any amount to which a Member is entitled because of a Payment Split; and
- (e) such other amounts including allocations of Reserves or proceeds of any Policy as the Trustee might determine;

provided that any such addition to the Member's Account does not cause the Fund to become a Non-Complying Self Managed Superannuation Fund.

Rule 22. Deductions from a Member's Account

Explanation

Deductions from a Member's Account will normally represent expenses directly attributable to the Member, or that portion of the Fund's general expenses that the Trustee requires to be allocated to the Member's Account. Deductions may also include:

- any losses which the Trustee believes should be attributed to that Member;
- an Excess Contributions Tax liability assessed to the Member; and
- any transfers such as transfers of Splittable Contributions taken by the Trustee from a Member's Account and transferred to another account.

Rule

- 22.1. On the last day of each month, or such other time as the Trustee might determine, or on any earlier date as required by the *Act*, the Trustee shall deduct from a Member's Account:

- (a) that part of the expenses of the Fund that the Trustee believes should be deducted from that Member's Account;
- (b) that part of any loss of the Fund that the Trustee believes should be deducted from that Member's Account;

- (c) the amount of any payments of Benefits made to the Member, or any other person, from that Member's Account;
 - (d) the amount of any Taxes payable by the Trustee, that the Trustee believes should be deducted from that Member's Account;
 - (e) the amount of any Excess Contributions Tax liability required to be deducted from that Member's Account in accordance with Rule 25; the amount of any Splittable Contributions that the Trustee has agreed to deduct from that Member's Account;
 - (f) any amount which is to required to be deducted from that Member's Account because of a Payment Split;
 - (g) any other amount which the Trustee believes should be deducted from that Member's Account, including any amount to be transferred to a Reserve or to another Member's Account;
 - (h) Excess Non- Concessional Contributions and associated earnings in accordance with Rules 25 and 32; and
 - (i) Excess Concessional Contributions on receipt of a Release Request;
- provided that the amount of any such deduction would not cause:
- (1) the balance of the Member's Account to be less than that Member's Minimum Benefits, unless allowed by the Act; or
 - (2) the Fund to become a Non-Complying Self Managed Superannuation Fund.

Appointment of Auditor and Specialists

Rule 23. The Trustee must appoint an Approved Auditor and may appoint a specialist

Explanation
<p>The Trustee must each year appoint an Auditor to audit the Fund. The Auditor is required to produce an annual audit opinion report.</p> <p>The law relating to Self Managed Superannuation Funds is extremely complex. A failure to comply with the law might see the Fund severely penalised and cause a Trustee to be fined and even imprisoned. As a consequence, the Trustee might decide that it is prudent that a specialist be appointed to assist the Trustee in:</p> <ul style="list-style-type: none"> • ensuring that the Fund remains a Self Managed Superannuation Fund; and • the administration and management of the Fund.

Rule

- 23.1.** On establishment of the Fund, and for every subsequent year of income, the Trustee must appoint an Auditor to audit the Fund. The Auditor must submit, to the Trustee, a report in the form required by the Act.
- 23.2.** On establishment of the Fund, and thereafter as the Trustee may determine, the Trustee shall appoint such specialists as required by the Trustee to assist the Trustee in:
 - (a) ensuring that the Fund remains a Complying Self Managed Superannuation Fund; and
 - (b) the management and administration of the Fund.

Contributions, Roll-overs and Transfers

Rule 24. Who can make Contributions

Explanation

The Trustee may accept Contributions from:

- a Member;
- a Member's Employer;
- a Member's Spouse;
- a Relative of a Member;
- an Employer of the Spouse or Relative of the Member;
- the Regulator;
- the Government; and
- any other person or entity;

provided the Contributions are made in accordance with the *Act*.

From 1 July 2007 annual limits have been imposed to cap the amount of Contributions which can be made by or for the benefit of a Member. More information is provided about these limits in the Product Disclosure Statement supplied with these Rules.

Contributions may be made in cash or by an in-specie transfer of assets. Care needs to be taken that the rules in the *Act* dealing with the acquisition of assets from Members are not contravened.

A Member must ensure that they provide the Trustee with their tax file number, before any Contributions are made by them or on their behalf to the Fund.

Rule

24.1. A person may make Contributions to the Fund for the benefit of a Member, provided the Fund will not, by reason of acceptance of those Contributions:

- (a) become a Non-Complying Self Managed Superannuation Fund, or
- (b) be in breach of the *Act*.

Rule 25. Excess Contributions

Explanation

Superannuation Contributions are subject to annual limits.

Any Contributions received by the Fund that are in excess of a relevant limit will be subject to additional tax. This tax (an Excess Contributions Tax) is imposed on individuals and not the Fund. Where an Excess Contributions Tax liability arises a Member will be able to, and in some cases must, withdraw an amount equal to their tax liability from the Fund.

If a Member is over 65, the Fund must return non-concessional Contributions in excess of the cap; as per sub-regulation 7.04(3) and 7.04(4) of the SISR and ATO ID2007/225.

Explanation cont.

For the 2013/14 financial year onwards, excess contributions are no longer subject to excess contributions tax. These changes will also apply retrospectively. A Member who has non-concessional contributions in excess of their cap can elect to release an amount equal to those excess contributions plus 85% of an associated earnings amount for those contributions from their superannuation. The full associated earnings amount will be included in the Member's assessable income in the year the excess contribution arose and will be taxed at the Member's income tax marginal rate rather than the excess concessional contributions tax of 31.5%. The Member will be entitled to a non-refundable tax offset equal to 15% of the associated earnings amount that is included in their assessable income.

Excess non-concessional contribution tax will not be imposed on excess contributions to the extent that they are released from superannuation, or where the value of a Member's remaining superannuation interests is nil. Excess non-concessional contributions tax will be imposed on excess non-concessional contributions that remain in a superannuation plan.

Rule

- 25.1.** The Trustees are required to comply with the provisions of the *Act* concerning:
- (a) any Excess Contributions Tax imposed on a Member; and
 - (b) provided it is permitted by the *Act*, the withdrawal by a Member of Non-Concessional Contributions in excess of the Non-Concessional Contributions Cap and any associated earnings.
- 25.2.** If a Member has an Excess Contributions Tax Liability and has lodged a Release Request with the Trustee, the Trustee shall, if permitted by the *Act*, within thirty days of receipt of that request pay to the Member or, at the Member's request, pay to the Australian Taxation Office that amount which is the lesser of:
- (a) any amount requested that the Trustee pay to the Member or to the Australian Taxation Office, which the Member has, by notice, attached to the Release Request;
 - (b) the amount of Excess Contributions Tax stated on that Release; and
 - (c) the total amount of that Member's Superannuation Interest in the Fund.

Rule 26. The Trustee may accept a transfer from another Superannuation Entity

Explanation

A Member may request that the Trustee accept a transfer of an amount from another Superannuation Entity.

The Trustee has absolute discretion as to whether to accept any such transfer. The Trustee can make an acceptance subject to conditions. Where the Trustee resolves to accept an in-specie transfer of assets, the Trustee must ensure that the transfer of the assets to the Fund does not breach the *Act* or the Rules of the Fund.

Rule

A Member, or the Legal Personal Representative of the Member, may request that the Trustee accept a transfer of an amount from another Superannuation Entity. The Trustee has the sole discretion to determine whether or not to accept the whole or part of such amount and whether or not conditions should apply to the acceptance of that transfer. The Trustee cannot accept a transfer of an amount to the Fund if acceptance of that amount would cause the Fund to become a Non-Complying Self Managed Superannuation Fund.

Rule 27. Allotments, Transfers and Rollovers of Benefits

Explanation

A Member may request the Trustee to allot, transfer or rollover all or part of their Member's Account to another Superannuation Entity or to another Member's Account. The Trustee may also at its discretion so allot, transfer or rollover all or part of a Member's Account.

Examples of where such transfers might be appropriate are:

- upon receipt of a request from a Member to transfer an amount of Splittable Contributions from their Member's Account to their Spouse's Member's Account;
- where a Payment Split is required to be made for the purposes of Part VIIIB of the *Family Law Act 1975*; and
- where one Member separates from his or her Spouse who is also a Member.

Rule

27.1. If a Member or the Legal Personal Representative of the Member:

- (a) requests the Trustee to allot, transfer or rollover all or part of their Member's Account to another Superannuation Entity or to another Member's Account;
- (b) the Trustee is satisfied that any such allotment, transfer or rollover will not cause the Fund to be a Non-Complying Self Managed Superannuation Fund; and
- (c) or if the Trustee is required by law or agreement made for the purposes of the *Family Law Act 1975* the Trustee shall within such period as required by the *Act* or other law, allot, transfer or rollover the whole or that part of the Member's Account to that other Superannuation Entity or to the other Member's Account.

27.2. The Trustee has sole discretion, unless prohibited by the *Act*, to transfer the balance of a Member's Account to another Complying Superannuation Fund or to another Member's Account, provided that the Fund does not become a Non-Complying Self Managed Superannuation Fund or breach the Minimum Benefit provisions.

27.3. The Trustee may affect the transfer or rollover in the manner and form of the Trustee's choice, including whether the transfer is by way of cash or assets or has conditions attached.

Investments

Rule 28. The Trustee must formulate a written investment strategy

Explanation

The Trustee must prepare and implement a written investment strategy. This is a requirement of the *Act*.

The investment strategy:

- must reflect the purpose and circumstances of the Fund and have particular regard to the Members' profile, Benefit structure, tax position and liquidity requirements of the Fund; and
- should set out the investment objectives of the Fund and detail how the Trustee will achieve those objectives.

Explanation cont.

Breaches of the investment strategy requirement may result in the Trustee being fined or sued for loss or damages. In addition, the Fund could become a Non-Complying Self Managed Superannuation Fund

If the circumstances of the Fund change (for example because of the receipt of an exceptional Contribution), the Trustee should reconsider and possibly revise the Fund's investment strategy.

Rule

- 28.1.** The Trustee must formulate, review regularly and implement an investment strategy that considers the whole of the circumstances of the Fund including, but not limited to, the following:
- (a) the risk involved in making, holding and realising, and the likely return from the Fund's investments considering its objectives and its expected cash flow requirements;
 - (b) the composition of the Fund's (or part of the Fund's) investments as a whole, including the extent to which the investments are diverse or involve the Fund in being exposed to risks from inadequate diversification;
 - (c) the liquidity of the Fund's investments, considering its expected cash flow requirements;
 - (d) the ability of the Fund to discharge its existing and prospective liabilities;
 - (e) the needs of Members considering their age, income level and retirement needs; and
 - (f) whether the Trustees of the Fund should hold a contract of insurance that provides insurance cover for one or more Members of the Fund.
- 28.2.** The investment strategy must be documented in writing and signed by the Trustee.
- 28.3.** The investment strategy may consist of one strategy for the whole of the Fund, or separate investment strategies for the various parts of the Fund.
- 28.4.** The Trustee must review the Fund's investment strategy at least annually and may amend that investment strategy after such review or at any other time the Trustee believes is appropriate. If the Trustee amends an investment strategy, all Members affected by any such amendment shall be advised in writing of all details of the amendment.
- 28.5.** A Member may, at any reasonable time, request the Trustee to produce the Fund's investment strategy for inspection and the Trustee shall comply with this request by the Member.
- 28.6.** The Trustee must set an investment strategy for one or more Reserves of the Fund. Any such investment strategy must be based upon the prudential management of assets of the Reserve, or such other requirements as laid down in the *Act*.
- 28.7.** In setting the investment strategy, the Trustee may act on the advice of an investment adviser provided the Trustee reasonably believes that the adviser is qualified and has the necessary skills to provide such advice.

Rule 29. The Trustee must invest the assets of the Fund

Explanation

The Trustee must invest the assets of the Fund.

The Trustee must ensure all investment decisions are made in accordance with the investment strategy.

Explanation cont.

While all of the assets of the Fund might be in cash, the Trustee of the Fund must have determined in an investment strategy that the holding of cash is the appropriate investment for the Fund at this time.

Rule

The Trustee must invest the assets of the Fund in accordance with the Fund's investment strategy.

Rule 30. Holding of assets for the Members

Explanation

The Trustee may adopt a "pooled investment strategy" or a "separate investment strategy" for the Fund. A Member may request the Trustee to adopt a separate investment strategy for that Member; the Trustee may invest amounts held for the benefit of any one Member differently from the way amounts are invested for other Members.

Rule

30.1. Subject to Rule 30.2 below a Member, or the Legal Personal Representative of the Member, can request that the Trustee:

- (a) invest Contributions, transfers, or rollovers made to the Fund for the benefit of that Member; and
- (b) separate income from the investment of those Contributions, transfers, or rollovers from any other investments of the Fund.

The Trustee need not accept that request.

30.2. If so requested by an irrevocable request made by a Member the Trustee shall hold any property transferred by the Member to the Fund provided the Trustee has accepted the transfer of that property:

- (a) solely for the benefit of the Member;
- (b) solely for the purpose of providing a retirement benefit to the Member; and
- (c) specifically for the benefit of the Member as a Member.

30.3. If Rule 30.2 applies:

- (a) Neither the property nor the proceeds of the sale of the property can be pooled with property held for another Member; and
- (b) No other Member can obtain an interest in the property or in the proceeds of sale of the Property.

30.4. Neither the Member nor the Trustee can vary or revoke Rules 30.2, 30.3 or this Rule 30.4.

Rule 31. Authorised investments

Explanation

These wide provisions are to ensure that there is no doubt as to a Trustee's ability to make various investments. The Trustee should not make investment that would cause the Fund to fail the "sole purpose test"; or become a Non-Complying Self Managed Superannuation Fund.

Rule

- 31.1.** Subject to the *Act* and these Rules; and provided an investment does not result in the Fund becoming a Non-Complying Self Managed Superannuation Fund, the Trustee may invest the assets of the Fund as if the Trustee is the absolute and beneficial owner of those assets. In investing the assets of the Fund, the Trustee shall exercise such diligence and prudence as an ordinary prudent person would exercise in conducting his or her own affairs.
- 31.2.** Unless otherwise prohibited by the Rules, the Trustee may invest the assets of the Fund in any investment the Trustee believes appropriate. The investments may be both within and outside Australia. In particular, the Trustee shall have the power to apply or invest any monies requiring to be invested under these Rules, either alone or in partnership or co-ownership with any person. The Trustee may:
- (a) acquire any one or more of the investments from time to time sanctioned by law in any State or Territory of Australia for the investment of trust monies;
 - (b) acquire real or personal property or any interest therein and, without limiting the generality thereof, any patent, copyright, design, formula, secret process, concession, trademark and other like right or privilege in Australia or in any other country;
 - (c) acquire fully or partly paid shares including redeemable, preference or redeemable preference shares, stock debentures, debenture stock bonds, units, securities or obligations or any interest, with or without deferred, restricted, qualified or special rights relating thereto and whether or not there is or is not a liability in respect of any such shares, units, securities or interests, of or in any public proprietary or no liability company, association, firm, mutual fund or unit trust wherever incorporated or formed, whether carrying on business in Australia or in any other country, or in giving any guarantee or otherwise becoming a proprietor of a company limited by guarantee;
 - (d) acquire options, entitlements or rights to any of the securities mentioned in paragraph (c) of this sub-clause;
 - (e) acquire a fixed deposit or monies at call with any bank, savings bank, building society, company, corporation or firm wherever incorporated or situated and wherever carrying on business;
 - (f) acquire any policy of assurance or insurance of any kind whatsoever and wherever made;
 - (g) make loans to any person or company, except to Members or a Relative of a Member;
 - (h) acquire gold, silver, works of art, coins, stamps, furniture, ornaments, precious objects, jewellery and antiques;
 - (i) acquire foreign currencies, hedging contracts, commodity contracts and also options or future contracts of any kind which are quoted on a recognised stock exchange;
 - (j) lodge monies with a permanent building society, wherever situated, by taking up shares or depositing Funds; and
 - (k) acquire any reversionary or deferred property or rights of any description.

Rule 32. Trustee Powers

Explanation

This Rule is designed to give the Trustee sufficient powers to administer the Fund and manage the investments of the Fund.

Rule

32.1. In the administration of the Fund and in the exercise of the powers, authorities and discretions conferred by the Deed, by the Rules or by law the Trustee shall in addition to those powers conferred on the Trustee by the Act have the following additional powers:

- (a) **Act notwithstanding personal interest:** generally to exercise or concur in exercising all the foregoing powers and discretions contained in this Deed or otherwise by law conferred notwithstanding that any person being a Trustee or any person being a director or shareholder of a Trustee or any person being a relative of a Trustee or any person being a relative of a director or shareholder of a Trustee hereof (being a company) has or may have a direct or personal interest (whether as trustee of any other settlement or in his/her personal capacity or a shareholder or director or as a relative of the Trustee or relative of a director or shareholder of a Trustee or member or partner of any company or partnership or as a unit holder in any Unit Trust or beneficiary of any Discretionary Trust or otherwise howsoever) in the mode or result of exercising such power or discretion or may benefit either directly or indirectly as a result of the exercise of any such power or discretion and notwithstanding that the Trustee for the time being is the sole Trustee, but provided that this power may only be exercised in the circumstances permitted by the *SIS Act* and the *SIS Regulations*;
- (b) **To accept contributions:** provided that the Trustee may not accept an amount as a Contribution if the acceptance of the contribution would to the knowledge of the Trustee cause the Fund to be liable to the Excess Contributions Tax;
- (c) **To deal with assets:** to sell, call in, convert into money, grant options or rights to purchase, mortgage, charge, sub-charge, or otherwise deal with or dispose of or transfer any item or asset comprising the whole or part of the Fund;
- (d) **To deal with real property:** to acquire, dispose of, exchange, strata title, subdivide, mortgage, sub-mortgage, lease, sub-lease, grant, release or vary any right or easement or otherwise deal with any interest in real property;
- (e) **To deal with personal property:** to acquire, dispose of, exchange, hire, lease, and mortgage or otherwise deal with any interest in personal property;
- (f) **To lease:** to rent premises from any person, acquire the interest of any lessee in any lease, purchase, hire, take on lease, grant leases, sub-leases, tenancies or rights of any nature to any interest in real estate, motor vehicles, computer hardware and software, fixtures and fittings, furniture, utensils, plant and equipment and other personal property of any description;
- (g) **To let:** to lease and let property owned by the Fund or held by the Trustee pursuant to the provisions of these Rules upon terms and conditions as the Trustee may decide, to accept surrenders from, and to make arrangements with a lessee or tenant as the Trustee may consider appropriate;
- (h) **To engage specialists:** to employ or engage agents or professionals in the execution of the trusts and powers and instead of acting personally from time to time to employ or engage and pay out of the trust Fund such Managers, agents, Self Managed Superannuation Fund advisers, solicitors, barristers, auditors, accountants, brokers, surveyors or other persons, to transact any business of the Fund, including to transact any business of the Fund under power of attorney of the Trustee or to do any act required to be done in connection with the administration of the trusts declared in the Deed, and to act upon the opinion or advice of any such person without being responsible for any loss or damage occasioned by acting in accordance therewith;

- (i) **To lend:** subject to these Rules and the *Act* to lend and advance monies;
- (j) **To Borrow:** to borrow if that borrowing is allowed by the *SIS Act*;
- (k) **To deal with bank accounts:** to open in the name of the Fund or in the name of any person or corporation as nominee of the Trustee, or in the joint names of the Trustee and another, any cheque, savings or other bank account with any bank or financial institution wherever situated, as the Trustee decides, with full power to operate or close any such account;
- (l) **To pay management expenses:** to pay out of the assets, Reserves or the income of the Fund, all costs charges and expenses incidental to the management of the Fund or to the exercise of any power, authority or discretion contained in the Rules or the Deed;
- (m) **To pay general expenses:** to pay insurance premiums, rates, taxes, rents, and outgoings in connection with any real or personal property of the Fund from the assets, Reserves or the income of the Fund and to manage such property and effect repairs as the Trustee may consider necessary or advisable and to pay any other insurance premiums the Trustee believes should be paid;
- (n) **To deal with corporate securities:** with respect to any company in which the Trustee holds shares, stocks, debentures, options, convertible notes or is otherwise interested or concerned ("securities") to exercise the following powers in addition to powers conferred by law:
 - (1) to pay calls on securities or to permit securities to be forfeited and sold;
 - (2) to purchase securities and to take up securities of a new issue;
 - (3) to attend meetings personally or by proxy, attorney or representative and vote at the discretion of the Trustee;
 - (4) to sell securities at such price and upon such terms as the Trustee decides and with or without security;
 - (5) to agree to any arrangement relating to the sale, transfer or exchange of any securities, or modifying any rights, privileges or interests in relation to the securities, to agree to any scheme or arrangement for the increase or reduction of the value or amounts of any shares or stock or of the capital of any company in which any securities form the whole or any part of the Fund, or by which any such securities are substituted or given in exchange, either wholly or partly for other securities, whether in the same company or not, for any such purpose to deposit, surrender or exchange any scrip or documents of title relating to the securities and generally to manage and deal with any securities as if the Trustee owned them beneficially; and
 - (6) to agree in respect of a winding up with the liquidator of a company or any Member of such company or any other person, in all things as the Trustee shall decide, for the division or partition in kind or in-specie of the assets or property of whatsoever nature of the company and to accept any of the assets and property in payment or satisfaction of any interest of the Trustee in the company with power to pay any monies by way of equality of division or partition;
- (o) **To deal with unit trust interests:** to acquire units of any fixed or flexible unit trust by way of application, purchase or settlement by the Trustee in the establishment of such unit trust and exercise all rights, including voting rights, and perform all obligations as a holder of any units in such trust and to accept all distributions by the Trustee of such unit trust;
- (p) **To deal with franchises:** to acquire by means of purchase or otherwise and to sell, dispose, relinquish or otherwise deal in franchises, franchise agreements, licences or things of like nature;

- (q) **To deal with subdivision of property:** to partition or agree to the partition of or to subdivide or agree to the subdivision of property of any kind which, or any interest in which, may for the time being be subject to these trusts and to pay monies by way of equality or partition;
- (r) **To maintain property:** to maintain and preserve in good condition any real or personal property of the Fund or otherwise held by the Trustee according to the Rules and to pay or defray those costs;
- (s) **Power to set aside:** to set aside out of the income or capital of the Fund from time to time such money as may in the opinion of the Trustee be sufficient to meet any debt or obligation due or accruing;
- (t) **To deal with future contracts and options:** to engage brokers or commission agents, vary and determine terms of any such engagement directly or through a broker or agent in any market in any part of the world buy sell, open, close-out or otherwise deal in futures contracts of all kinds, enter into, vary, exercise, abandon or sell any put or call option or rights, or place bids, make offers, hedge and effect orders including buy, sell, straddle, switch and stop-loss order, to tender and take delivery of commodities and currencies which are the subject of any futures contract or option, and otherwise to do and perform all things to operate on, utilise or deal with facilities of any stock or futures exchange, provided the Trustee maintains a derivatives risk management strategy;
- (u) **Trustee's power to deal with itself:** notwithstanding any rule or law or equity to the contrary:
 - (1) to acquire as property of the Fund real or personal property the legal and beneficial interest in which is at the date of such acquisition the absolute property of the Trustee PROVIDED THAT any property so acquired is acquired for a consideration being not greater than the current Market Value of the property and upon which such acquisition the beneficial interest in and to the property shall be held by the Trustee according to the Rules;
 - (2) to dispose of any beneficial interest in property of the Fund to itself;
 - (3) to lease to the Fund any real or personal property the legal and beneficial interest in which is at the date of such acquisition the absolute property of the Trustee; and
 - (4) to lease any property of the Fund to itself;
- (v) **To deal with policies:** to effect or acquire policies of life assurance of any kind on the life of any Member or in respect of sickness, disability or accident to any Member, to pay premiums transfer, surrender, change the status of and deal with these policies in any manner whatsoever, whether or not these policies are individual policies on the life of one person or a group policy on the lives of two or more persons, to purchase or enter into insurance or investment bonds whether or not the bonds are linked to a policy over the life of any person;
- (w) **To deal with agency and licences:** to apply for, purchase and hold any permit, agency or licence which may be desirable or required to enable or facilitate the carrying on of any business which the Trustee is empowered to engage in and to surrender, relinquish, sell, vary or assign the same;
- (x) **To deal with choses-in-action:** to acquire choses-in-action including debts and obligations of all kinds for value or by way of gift or at a discount or at a premium and to assign, release, vary, relinquish or otherwise deal with the choses-in-action in any way whatsoever on such terms and conditions as the Trustee may see fit;
- (y) **To receive gifts or distributions:** to receive property by gift inter vivos or by distribution under a Will or under the provisions of any other trust or otherwise from any person as an addition to the Fund, whether subject to liabilities or not and to hold these gifts according to the Rules and to administer such additions under these provisions;

- (z) **To deal with legal proceedings:** to institute, join in and defend proceedings at law or by way of mediation or arbitration and to proceed to the final end and determination of, or to compromise the same and to compromise and settle any such dispute or proceedings for such consideration and upon the terms and conditions as the Trustee may decide;
 - (aa) **To deal with intellectual property:** to apply for, purchase or otherwise acquire and to sell patents, patent rights, copyrights, trademarks, designs, formulas, licenses, concessions, know-how and the like, conferring any exclusive or non-exclusive or limited right to use of any other intellectual property rights and to use, exercise, develop or grant licenses in respect of or otherwise turn to account the property rights or information so acquired;
 - (bb) **To deal with the release of powers:** by irrevocable Deed to renounce and release any power conferred on the Trustee under the Rules in respect of the whole or any part of the Trustee or the income or any part thereof. Upon such renunciation and release, any power shall be deemed to be at an end and no longer exercisable by the Trustee to the extent of the renunciation and release;
 - (cc) **To deal with incidental powers:** to do all such other things as may be incidental to the exercise of the powers, rights, discretions and authorities hereby conferred on the Trustee;
 - (dd) **To grant power of attorney:** in the exercise of all or any of the powers herein confirmed upon the Trustee to appoint an attorney and to execute any power of attorney or such other instrument as in the opinion of the Trustee is necessary for the exercise of those powers, provided it is permitted by law;
 - (ee) **To appoint a custodian:** to appoint a custodian to hold the legal title of any asset acquired, or to be acquired, by the Trustee on such terms as the Trustee thinks fit;
 - (ff) **To deal with indemnities:** to give indemnities to, or on behalf of, any person that the Trustee thinks fit;
 - (gg) **To deal with bills of exchange:** The Trustee may raise any money in any lawful manner including by drawing, endorsing, accepting or otherwise dealing in any bill of exchange, promissory note or other negotiable instrument. The Trustee may secure the repayment of any moneys so raised with interest at such rate as the Trustee thinks fit and upon any terms and conditions in all respects as the Trustee thinks fit. Any money raised by the Trustee will form part of the Fund; and
 - (hh) **To deal with Excess Non-Concessional Contributions:** Provided it is permitted by the Act, to allow a Member to withdraw Non-Concessional Contributions in excess of the Non-Concessional Contributions Cap and any associated earnings.
- 32.2.** These powers shall be in addition to any other powers, authorities and discretions vested in the Trustee by another provision of the Deed, the Rules or by law.
- 32.3.** These powers shall not be limited by, or be construed so as to be limited by, any other powers, authorities and discretions otherwise provided by the Deed, the Rules or by law.
- 32.4.** In exercising these powers, the Trustee must ensure at all times that the Fund remains a Complying Self Managed Superannuation Fund.
- 32.5.** A Trustee who is a natural person may be a director of any company in which any monies forming part of the Fund are from time to time invested and may receive the remuneration attached to such office without being liable to account for it, unless that appointment would cause the Fund to become a Non-Complying Self Managed Superannuation Fund.
- 32.6.** Subject to the terms of these Rules, the Trustee may exercise or concur in exercising all powers and discretions given under this Deed or by law, notwithstanding that the Trustee or any person being a director or shareholder of the Trustee has or may have a direct or indirect interest in the result of exercising such powers or discretion or may benefit either directly or indirectly as a result of the exercise of any such power or discretion and notwithstanding that the Trustee for the time being is the sole Trustee.

Rule 33. The assets of the Fund are to be held in the Trustee's name

Explanation

The *SIS Act* as well as the Rules require that all the assets of the Fund be in the Trustee's name and held separately from any assets held by the Trustee personally, a Member, or by an Employer of a Member. No Member has any entitlement to a specific asset of the Fund.

Rule

Except if allowed or required by the *SIS Act*, the assets of the Fund must be held in the Trustee's name and must be held separately from any assets held by the Trustee personally, a Member, or an Employer of a Member.

Rule 34. Trustee may receive gifts or distributions

Explanation

The Trustee of the Fund may receive gifts or distributions (additional to investment income derived from any investments made by the Fund) from:

- any company;
- any trust including a family trust, testamentary trust or the legal estate of a deceased person;
- any partnership, business, commercial or investment enterprise; and
- any government or statutory body;

so long as the acceptance of any such gift or distribution does not cause the Fund to become a Non-Complying Self Managed Superannuation Fund.

Gifts or distributions received by the Fund can be in cash or property. Distributions would normally be from a trust (note that there can be adverse tax consequences if the Fund receives gifts or distributions).

Rule

34.1. The Trustee can accept a distribution or a gift made to the Fund, provided the Fund will not by reason of acceptance of that distribution or gift become a Non-Complying Self Managed Superannuation Fund or the Trustee otherwise resolves that the Trustee should not accept that distribution or gift.

34.2. The Trustee may allocate any such distribution or gift at its discretion to the Earnings, a Reserve, a Member's Account or apply it for any such purpose as the Trustee determines, including the payment of a Pension to a Member, their Legal Personal Representative or to a Dependant in the event of the Member's death.

Rule 35. The Trustee must not borrow unless permitted by the Act

Explanation

The Trustee will not normally be allowed to borrow or mortgage or charge the assets of the Fund. A borrowing includes an overdraft or a margin account.

Except for limited short term borrowings the major exception to the "no borrowings" rules contained within the *SIS Act* are the "limited recourse borrowing arrangements" rules.

Explanation cont.

These rules allow a fund to borrow to acquire an asset provided the legal title to the asset (or replacement asset) is held on trust for the fund, that the fund has the right to acquire legal ownership of the asset (or replacement asset) and that the rights of the lender are limited to the asset (or replacement asset). This means that a fund can borrow to acquire an asset, such as:

- an investment property;
- a share; and
- a unit in a unit trust.

Any borrowing arrangement must be on a limited recourse basis. That is if the fund defaults on a borrowing the lender's rights against the fund are limited to the asset acquired as a result of the borrowing.

A fund must not be the legal owner of the asset. Rather it must be the beneficial owner of the asset.

There are no limitations as to whom the lender must be but the most obvious arrangement would be for a bank to lend directly to a fund. A member or associated party can also lend money to the fund as long as the arrangement is on arms-length terms.

Due to the complex nature of the "limited recourse borrowing rules" before implementing a non-recourse borrowing it may be appropriate to seek professional advice.

Rule

35.1. Except as otherwise provided by the *Act*, the Trustee must not:

- (a) borrow money;
- (b) maintain an existing borrowing of money;
- (c) recognise, or anyway encourage or sanction, a charge over, or in relation to a Member's Benefits; and
- (d) give a charge over, or in relation to, an asset of the Fund.

35.2. The Fund may borrow, unless this would render the Fund a non-complying Fund, provided that:

- (a) the borrowed money is applied for the purposes of the acquisition of an asset other than one which the Fund is prohibited from acquiring;
- (b) the asset is held on trust so that the Fund acquires a beneficial interest in the asset;
- (c) the Fund has a right to acquire legal ownership of the asset; and
- (d) the rights of the lender against the Fund for default on the borrowing, or on the sum of the borrowing and charges related to the borrowing, are limited to rights relating to the asset.

35.3. The Trustee must not acquire an asset from a Member, or an Associate of a Member, unless that asset is an allowable acquisition under the *Act* and acquired at market value.

Earnings

Rule 36. The Trustee must determine and allocate the Earnings of the Fund

Explanation

The Trustee must determine the Earnings of the Fund each Financial Year.

Rule

- 36.1. The amount of the Fund's Earnings for all or part of a Financial Year is to be determined by the Trustee and may include income received and accrued, realised and unrealised gains and any other such amounts as the Trustee believes should form part of the Fund's Earnings.
- 36.2. The Trustee has sole discretion as to where to allocate or how to apply Earnings, including allocating Earnings to a Member's Accumulation Account, a Member's Pension Account, or a Reserve and using Earnings to pay a Benefit or expense of the Fund or any tax imposed upon the Fund.

Reserves

Rule 37. The Trustee may establish a Reserve

Explanation

The Trustee may create a Reserve. Normally a Reserve would be created to meet an expected liability of the Fund. A Member does not have any entitlement to amounts credited to a Reserve.

As examples the Trustee might establish a Reserve to which the following amounts may be added:

- Earnings before being allocated to Members;
- An amount (generally on the advice of an actuary) so as to ensure that the Trustee has sufficient Funds to pay a Pension;
- Amounts to be held in reserve for unexpected contingencies;
- Self-insurance amounts (whether for the Members generally, or for only one or more of the Members);
- The Trustee might establish a Reserve from which tax deductible amounts may be paid to the Legal Personal Representative or Dependant of a Member in the event of the Member's death; and
- The Trustee should determine at the time of establishment of a Reserve:
 - What amounts are to be added to or deducted from the Reserve;
 - The investment strategy to be adopted for that Reserve; and
- The proposed application of that Reserve.

Rule

- 37.1. The Trustee may, from time to time, establish such Reserves and add, deduct and allocate amounts to those Reserves as it considers appropriate (except that it may not establish a Reserve or add or deduct any amount to or from a Reserve if that would result in the Fund becoming a Non-Complying Self Managed Superannuation Fund).

37.2. The Trustee must formulate and implement a separate investment strategy for any Reserve. The investment strategy must be consistent with the Fund's investment strategy and with the Trustee's ability to discharge liabilities wherever actual or contingent, as and when they fall due.

37.3. No Member, nor any other person, shall have any entitlement to any amount in a Reserve.

Taxation

Rule 38. Payment of Tax and allocation to Members' Accounts

Rule

38.1. The Trustee must pay all Tax properly assessed to the Trustee.

Explanation

The general rule is that a Complying Superannuation Fund will be assessed for Tax on:

- Contributions made to the Fund on behalf of a Member (except non-deductible Contributions made by a Member); plus
- Capital gains after deduction of same year and carried forward capital losses; plus
- Earnings derived by the Fund on investment of Contributions; less
- Deductible expenses incurred by the Fund (which might include insurance expenses); less
- Carried forward tax losses.

Tax is levied at a rate of 15% on the net income of a Complying Superannuation Fund (although "special income" is taxed at a rate of 45%). Tax on capital gains on assets held by the Fund for more than a year is applied to only 2/3rds of the gain.

Carried forward tax losses do not include capital losses. Capital losses incurred as a consequence of a disposal of an asset acquired after 19 September 1985, whilst not deductible against ordinary income, may be offset against capital gains or carried forward to offset against future capital gains. Given possible long lead times between the incurrence of a capital loss and possible utilisation of that loss, the Trustee should ensure that adequate records are kept recording and evidencing the incurrence of that loss.

The allowance of any imputation credits received on franked dividends derived by the Fund will reduce the effective rate of Tax payable by the Fund.

Where a Trustee holds assets for the purposes of paying a Pension, the Trustee will not be subject to Tax on any income or gains derived from the investment of assets used to Fund payment of those Pensions.

Tax payable by the Fund need not be deducted from any particular Member's Account (it might be paid from a Reserve or deducted from Earnings).

38.2. The Trustee may, in the Trustee's discretion, deduct from a Member's Account Tax paid or payable by the Trustee:

- (a) as a consequence of the receipt by the Trustee of a Contribution for the Benefit of a Member;
- (b) payable on any income added to a Member's Account; and
- (c) any Tax which the Trustee reasonably believes may be payable as a consequence of a payment to a Member.

- 38.3. The Trustee may, in the Trustee's discretion, deduct from any account, including a Reserve, Tax paid or payable by the Trustee provided any such deduction will not cause the Fund to become non-complying.
- 38.4. If the Trustee receives a refund of Tax, the Trustee may add that refund to such Members' Accounts or such Reserve as it determines, provided that addition will not cause the Fund to become non-complying.

Insurance

Rule 39. The Trustee may establish an insurance plan

Explanation

The Trustee may establish an insurance plan. The insurance plan may provide lump sum or annuity cover payable in the event of a Member's death or disablement. Other insurances that may be acquired by the Trustee include sickness and accident, trauma, permanent disability and life insurance.

Rule

The Trustee may establish an insurance plan for the benefit of the Fund so as to enable the Fund to make payments (including the payment of Benefits on death or disability) to a Member, a Member's Dependant or the Legal Personal Representative of a Member in the event of a Member's death, disablement, illness or as otherwise allowed by the *Act*.

Rule 40. The Trustee may self insure

Explanation

The insurance plan may also require the Trustee to self-insure the Fund (so as to enable the Trustee to pay a Benefit to a Member or to a Member's Legal Personal Representative). In the event that the Trustee seeks to self-insure, the Trustee should:

- engage an actuary to provide such advice to the Fund;
- determine the scope of the Fund's self insurance needs;
- establish a self insurance Reserve; and
- set a separate investment strategy for the self insurance Reserve.

An amount paid from a Reserve established for the purpose of self insurance might be tax deductible.

From 1 July 2013, most Trustees are prohibited from providing insured benefits for members unless they are supported by an insurance policy from an insurer, that is, a fund will not be able to self-insure. For funds that do self insure at 1 July 2013, this standard takes effect on 1 July 2016.

From 1 July 2014, a Trustee is prohibited from providing members with insured benefits other than those that satisfy the conditions of release of the *SIS Regulations* for death, terminal medical condition, permanent incapacity and temporary incapacity.

Under these limited conditions of release, a member cannot currently access trauma insurance and Total Permanent Disability (TPD) proceeds from a fund, unless an alternative condition of release is met. As a result, the insurance proceeds cannot be released to members at the time of their disability, but must remain within the fund until an appropriate condition of release is satisfied.

Rule

- 40.1.** Provided it is permitted by the *Act*, the Trustee can elect to self insure so long as the insured benefit is fully supported by an insurance policy provided by an external insurer. If a Fund has provided self insurance before 1 July 2013, it must comply with this provision from 1 July 2016.
- 40.2.** The Trustee is prohibited from providing insured benefits other than those that are consistent with the conditions of release in the *SIS Regulations* for death, terminal medical condition, permanent incapacity and temporary incapacity.

Rule 41. The Trustee has discretion as to the application of any insurance proceeds

Rule

- 41.1.** Subject to the *Act*, the Trustee has absolute discretion as to the application of any insurance proceeds received by the Fund and may allocate the proceeds to any Member's Account or to Reserves of the Fund.
- 41.2.** No Member, nor their Legal Personal Representative, nor any other person, has any interest in any insurance proceeds that might be received by the Fund.
- 41.3.** If a Benefit would ordinarily include an insured component under a Policy (for example a Benefit payable on the Member's death or disablement) but:
- (a) no amount is paid under that Policy; or
 - (b) the amount paid under the Policy is less than the amount that would ordinarily be payable;
- an amount payable to the Member may be adjusted accordingly.
- 41.4.** This clause is:
- (a) for the protection of the Trustees and the Fund; and
 - (b) not to be taken as conferring any rights on Beneficiaries in respect of benefits additional to those conferred under other provisions of this Deed.

Annual Accounts

Rule 42. The Trustee must prepare annual accounts

Rule

- 42.1.** The Trustee must keep such accounting records as are required by the *Act*.
- 42.2.** Such accounting records are to be kept in such form and supported by such documentation as to enable them to be properly audited.
- 42.3.** The Trustee must, as soon as practical after the end of each Financial Year:
- (a) prepare a statement of financial position recording the assets and liabilities of the Fund as at the end of that preceding Financial Year;
 - (b) prepare an operating statement recording the profit derived or loss incurred by the Fund for that preceding Financial Year (or part year if the Fund was not in existence for a full year);
 - (c) arrange for these statements and the accounting records of the Fund to be audited by an Approved Auditor;

- (d) arrange for all tax returns and other statements required to be lodged, pursuant to the *Act*, by the Fund and to be lodged as and when required; and
 - (e) prepare any Member and other statements and reports as required by the *Act*.
- 42.4. The Trustee must retain the accounts and statements prepared in accordance with Rule 42.3 for a minimum period of 5 years after the end of the Financial Year to which they relate.

Fund Compliance

Rule 43. Trustee must maintain the Fund's complying status

Explanation

The Trustee must ensure that at all times the Fund is a Complying Self Managed Superannuation Fund. This means that it must at all times comply with the provisions of the *SIS Act* and its regulations and the Rules of this Fund.

In certain cases the Trustee may become aware that it has taken an action that may result in the Fund losing its status as a Complying Self Managed Superannuation Fund. In these circumstances, the Trustee must prepare a Compliance Plan that results in the Fund returning to or ensuring its Complying Self Managed Superannuation Fund status.

The action required under the Compliance Plan may result from advice from the Fund's Auditor, an adviser to the Fund, or the Regulator.

Rule

- 43.1. Where the Trustee becomes aware or is notified by the Auditor, an adviser to the Fund, or the Regulator, that the Fund may lose its status as a Complying Self Managed Superannuation Fund, the Trustee must:
- (a) liaise with the Auditor, adviser or Regulator to determine a Compliance Plan to ensure the Fund's status as a Complying Self Managed Superannuation Fund is maintained;
 - (b) notify Members of any action required under the Compliance Plan; and
 - (c) take such action as is required under the Compliance Plan within a reasonable time frame and before the lodgement of the Fund's next regulatory return.

Fund Insolvency

Rule 44. The Trustee must develop a Solvency Plan

Explanation

The Trustee must be able to pay Benefits and expenses as and when it is required.

If the Trustee believes that the Fund may become insolvent, then the Trustee must prepare a Solvency Plan which, if followed, would ensure that the Fund remains solvent.

The Solvency Plan may be written by the Trustee, the Fund's actuary, the Auditor, an adviser to the Fund or the Regulator.

Rule

44.1. Where the Trustee becomes aware or is notified by the Auditor, or the Fund's actuary, that the Fund is, or may become, insolvent, the Trustee must:

- (a) meet with the actuary or Auditor to determine a Solvency Plan to ensure the Fund's solvency including, but not limited to, reducing any Members' Accounts or Members' Benefits;
- (b) notify Members of any action required under the Solvency Plan; and
- (c) take such action as is required under the Solvency Plan prior to the lodgement of the Fund's next regulatory return.

- End of Part Two -

Part Three: Payment of Benefits by the Trustee

Benefits Payable to a Member

Rule 45. Benefits payable to a Member

Explanation

Upon becoming entitled to receive a Benefit from the Fund, a Member may choose to receive that Benefit by way of a lump sum or an income stream or as a combination of both. In some instances, the Member may be required to receive a Benefit as a lump sum and in other instances, as an income stream.

A Member may choose to receive a Lump Sum Benefit as an inspecie transfer of assets.

If a Benefit is paid to a Member who is 60 years of age and over, that payment will generally be 'tax free' to the Member.

There is no need for the Fund to be consistent as to the mode of payment of Benefits to Members. For example, a Pension might be paid to one Member and a lump sum to another.

Rule

45.1. A Member, or a Dependant of a Member, or the Legal Personal Representative of a Member, or any other person, may be entitled to receive one or more of:

- (a) a Lump Sum Benefit;
- (b) a Pension Benefit;
- (c) a Temporary Incapacity Benefit;
- (d) a Permanent Incapacity Benefit; and
- (e) such other Benefit as the Trustee might determine;

provided that any such Benefit would not result in the Fund breaching the Minimum Benefits provisions; becoming a Non-Complying Self Managed Superannuation Fund; or in breach of the *Act* or these Rules.

Rule 46. When must Benefits be paid to a Member

Explanation

This Self Managed Superannuation Fund has been established to provide Benefits to the Members, or to their Dependants. This Rule ensures that Benefits are paid in accordance with the Core and Ancillary Purposes of the Fund.

Rule

A Benefit must be paid to a Member, or to a Dependant of a Member, or to the Legal Personal Representative of a Member, or to some other person, if that Benefit is so required to be paid by the Rules or the *Act*.

Rule 47. Payment of a Lump Sum Benefit

Explanation

The *SIS Act* contains complete rules requiring a Member's benefit to be preserved with the superannuation system. These rules apply to both Lump Sum Benefits and Pension Benefits (see Rule 48 below). Most persons will not be entitled to be paid a lump sum from a superannuation fund until they retire or turn 65 years of age.

Rule

- 47.1.** Provided the Fund remains a Complying Self Managed Superannuation Fund and subject to the Rules, a Member or the Legal Personal Representative of the Member can at any time request, and the Trustee may at its discretion pay, a Lump Sum Benefit to the Member.
- 47.2.** Subject to Rule 47.3, the Trustee may only pay a Lump Sum Benefit to a Member that does not exceed the balance of that Member's Accumulation Account.
- 47.3.** The Trustee may determine that the whole or any part of a Reserve can be paid to the Member in addition to the payment of that amount made pursuant to Rule 47.2.

Rule 48. Payment of a Pension Benefit

Explanation

The Rules allow the Trustee to pay a Pension, provided payment of the Pension is authorised by the *Act*. This means that the Pension must meet certain standards that are set out in the *SIS Regulations*, and the Rules of the Fund must reflect these standards. This includes Pensions that may have commenced in a fund before 1 July 2007 such as 'allocated', 'market linked' and 'defined Benefit' Pensions.

The Fund may pay a Pension to a Member who has reached Preservation Age, even though that Member continues to work. This is known as a 'transition to retirement' Pension.

The Trustee must set out the terms and conditions of a Pension in writing and notify these to the Member prior to commencing the Pension. These terms and conditions then form part of the Fund's Rules.

From 1 July 2007, Members of a Self Managed Superannuation Fund may be paid a simple account based Pension (a Simple Pension). From 20 September 2007, the other Pension types will not generally be available to a Member of a Self Managed Superannuation Fund. These Rules allow the payment of a Simple Pension with any or all of the balance of a Member's Account in the Fund.

The terms and conditions for this Simple Pension must include the following:

- A minimum Pension payment calculated in accordance with the Member's age in Table 1. must be made at least annually;
- the underlying capital of the Pension cannot be increased after the commencement date by the addition of any Contributions or rollovers;
- the Pension is able to be converted to a Lump Sum Benefit subject to special rules applying for transition to retirement pensions;
- the Pension cannot be used as security for any borrowings (income or underlying capital);

- upon the Member's death, the Pension can be transferred to a Dependant as a reversionary Pension, or the balance of the Pension account may be cashed and paid as a lump sum to a Dependant or to the Legal Personal Representative of the Member; and
- The special rules applying, for a transition to retirement Pension, include that:
 - The Pension cannot be taken as a Lump Sum Benefit until the Member meets a condition of release such as retirement, death, permanent disability or 65 years of age;
 - The maximum Pension payment in any one year is limited to 10% of the balance of the Member's Pension Account; and
 - The pension rules restrict the type of Dependents to whom a reversionary Pension may be paid or transferred. The Rules prohibit the reversion or transfer of a Pension to a Dependant where that person is a Child of the Member and is an adult (25 years and older), unless they have a permanent disability that meets the provisions of the *Disability Services Act 1986* and are in need of ongoing support.

Table 1.

Age of Member	% of account balance to be taken	% of account balance to be taken for 10/11	% of account balance to be taken for 11/12 & 12/13	% of account balance to be taken for 13/14 onwards
Under 65	4	2	3	4
65 - 74	5	2.5	3.75	5
75 - 79	6	3	4.5	6
80 - 84	7	3.5	5.25	7
85 - 89	9	4.5	6.75	9
90 - 94	11	5.5	8.25	11
95+	14	7	10.5	14

Rule

- 48.1.** A Member or the Member's Legal Personal Representative may request the Trustee to pay a Pension to the Member, a Dependant of the Member, or a Legal Personal Representative of the Member, provided the Pension is taken to be a Pension for the purposes of the *SIS Act*. The payment of any Pension must not result in the Fund becoming a Non-Complying Self Managed Superannuation Fund.
- 48.2.** All parts of the *SIS Regulations* that provide standards for the payment of a Pension are incorporated in, and form part of, these Rules and any amount paid by the Fund as a Pension must be provided under those Rules.
- 48.3.** The capital supporting a pension may not be added to by way of contribution or roll-over after the Pension has commenced.
- 48.4.** The Trustee may offer a Pension to a Member and must document the terms and conditions of the Pension and notify the Member in writing of these terms and conditions.

- 48.5. Subject to Rule 48.2, the Trustee has sole discretion to apply any amount standing in a Member's Accumulation Account, a Member's Pension Account or a Reserve for the benefit of the provision of a Pension to a Member, a Dependant of the Member, a Legal Personal Representative of the Member or some other person.

Incapacity

Rule 49. Member to advise Trustee of incapacity

Rule

- 49.1. If a Member wishes the Trustee to determine whether or not that Member is Temporarily Incapacitated or Permanently Incapacitated the Member or the Legal Personal Representative of that Member shall advise the Trustee of that. The Trustee shall before determining that a Member is Temporarily Incapacitated or is Permanently Incapacitated may require the Member to submit to any medical examination which the Trustee believes is reasonably necessary for the Trustee to determine whether or not the Member is Temporarily Incapacitated or is Permanently Incapacitated.
- 49.2. On receipt of that advice and after receipt of any medical opinion that the Trustee might require, the Trustee shall determine whether or not the Member has been or is Temporarily Incapacitated or Permanently Incapacitated.

Rule 50. Benefits payable for Temporary Incapacity

Explanation

The Trustee may be able to pay a Member a Temporary Incapacity Benefit, provided that the amount of that Benefit is not greater than the amount the Member was receiving from Gainful Employment. An amount received from Gainful Employment would include salary, wages, a share of the profit of a partnership, a distribution from a trust, a bonus, or any other form of benefit, provided it was linked to the provision of services by the Member.

Rule

- 50.1. Where the Trustee is of the opinion that the Member is Temporarily Incapacitated the Trustee may pay a Temporary Incapacity Benefit to the Member, provided such payment does not cause the Fund to become a Non-Complying Self Managed Superannuation Fund for a period commencing from the time of that Temporary Incapacity to the earlier of:
- (a) that date the Member is re-engaged in the kind of employment engaged in by the Member immediately before becoming Temporarily Incapacitated;
 - (b) that date on which the Trustee forms an opinion that the Member has become Permanently Incapacitated;
 - (c) the date of the death of the Member; and
 - (d) such other time as is allowed under the *Act*.
- 50.2. Subject to the *Act*, the amount of that Temporary Incapacity Benefit shall be no more than that amount which the Member was receiving from his Gainful Employment before that Temporary Incapacity.
- 50.3. The Trustee may draw upon any Reserve to pay a Temporary Incapacity Benefit or, if there are no Reserves, deduct an amount from the Member's Account or any other account the Trustee so determines.

Rule 51. Benefits payable for Permanent Incapacity

Explanation

Where a Member is Permanently Incapacitated, the Trustee may pay the Member a Benefit until such time as the Member retires or dies. The Benefit may be a Lump Sum Benefit, a Pension or combination of a Lump Sum Benefit and Pension.

The Trustee might be able to make any such payment directly from that person's Member's Account. Alternatively or additionally, the payment might be Funded from a Reserve.

The Trustee may be able to claim a tax deduction for the payment of a Permanent Incapacity Benefit. Any such deduction may be used by the Trustee as an offset against same year or future year assessable income of the Fund.

Rule

51.1. If the Trustee is of the view that a Member has become Permanently Incapacitated and provided that any such payment does not result in the Fund becoming a Non-Complying Self Managed Superannuation Fund, the Trustee in its absolute discretion may but is not obliged to:

- (a) pay all of any balance of the Member's Accumulation Account and Pension Accounts to the Member, a Dependant or Legal Personal Representative of the Member as a Lump Sum Benefit;
- (b) pay part of any balance of the Member's Accumulation Account and Pension Accounts to the Member, a Dependant or Legal Personal Representative of the Member as a Lump Sum Benefit and the balance of the Member's Accounts (as increased from time to time) to the Member as a Pension; and
- (c) pay all of any balance of the Member's Accumulation Account and Pension Accounts (as increased from time to time) to the Member, a Dependant or Legal Personal Representative of the Member as a Pension;

51.2. The Trustee may also allocate an amount from any Reserves of the Fund to the benefit of a Member, a Dependant or Legal Personal Representative of the Member in the event of the Member's Permanent Incapacity for the purposes of paying a Lump Sum Benefit, a Pension or combination of both.

Death Benefits

Rule 52. What must happen on death of a Member

Explanation

A purpose of the Fund is to provide Benefits to a Member's Dependents or Legal Personal Representative, on death of the Member. Where a Member dies, the Trustee may pay a Benefit to the Member's Dependents or Legal Personal Representative in accordance with any Binding or Non-Binding Death Benefit Nominations made by the Member or Death Benefit Rule established at the request of the Member. The Benefit may be a Lump Sum Benefit, a Pension or a combination of a Lump Sum Benefit and Pension.

Prior to any Benefits being paid, a person must be appointed Trustee in place of the deceased Member. Typically, this is the Legal Personal Representative of the Member. That person may only remain Trustee for the period until death Benefits commence to be paid, otherwise the Fund may lose its complying status.

Rule

52.1. On death of a Member:

- (a) if the Member was a Trustee the deceased Member's Legal Personal Representative is by reason of this Rule appointed a Trustee for the period from the date of death of the Member until the date of commencement of payment of any Benefits payable as a consequence of the death of the Member, provided the Legal Personal Representative is eligible, pursuant to these Rules, to be a Trustee and has consented to act as such; or
- (b) if the Member was a director of a company which is a Trustee, that company may continue as a Trustee from the date of death of the Member until the date of commencement of payment of any death Benefit payable as a consequence of the death of the Member, provided the Legal Personal Representative of the Member is appointed as a director of the company for any such period; and the company and the Legal Personal Representative is otherwise eligible, pursuant to these Rules, to be a Trustee and has consented to act as such; and
- (c) subject to Rule 48, the Trustee may continue to pay any Pension previously payable to the Member to the Legal Personal Representative of the Member.

Rule 53. Payment of a Death Benefit

Explanation

The payment of a Benefit on death of a Member may be made from the Member's Account or a Reserve. The Trustee may also be able to claim a Tax deduction for the payment of such a Benefit.

After the death of a Member, the Trustee should determine whether it holds a Non-Binding Death Benefit Nomination for the Member, a Binding Death Benefit Nomination for the Member, or has established a Death Benefit Rule at the request of the Member to pay Benefits to particular people in a particular manner and disperse Benefits as authorised by this Rule.

Rule

- 53.1.** On the death of a Member, the Trustee shall distribute the balance of the Member's Accounts as a Benefit in accordance with this Rule to one or more of the Member's Dependants, the Member's Legal Personal Representative, or any other account in the Fund including another Member's Account or a Reserve, provided any such distribution does not cause the Fund to become a Non-Complying Self Managed Superannuation Fund.
- 53.2.** If the Trustee holds a Non-Binding Death Benefit Nomination for the deceased Member, the Trustee may, but is not obliged to, pay such Benefits to such persons as are nominated in that Non-Binding Death Benefit Nomination of the deceased Member.
- 53.3.** If the Trustee holds a Binding Death Benefit Nomination for the deceased Member, the Trustee must pay such Benefits in the manner and form as are nominated in that Binding Death Benefit Nomination of the deceased Member. The Trustee is not required to make a payment under a Binding Death Benefit Nomination if that payment may result in the Fund becoming insolvent, or if it causes the Fund to become a Non-Complying Self Managed Superannuation Fund.
- 53.4.** If, at the request of the deceased Member, the Trustee has established a Death Benefit Rule, the Trustee must pay any Benefits payable as a consequence of the death of that Member in accordance with that Death Benefit Rule. The Trustee must not establish a Death Benefit Rule if the Trustee holds a valid Binding Death Benefit Nomination. The Trustee is not required to make a payment under a Death Benefit Rule if that payment results in the Fund becoming insolvent or causes the Fund to become a Non-Complying Self Managed Superannuation Fund.

- 53.5.** If the terms and conditions of a Pension payable to the deceased Member have been incorporated as a Rule, the Trustee must pay the Pension according to the terms of that Pension provided any such payment does not cause the Fund to become a Non-Complying Self Managed Superannuation Fund. If the Trustee is not permitted to pay the Pension according to the terms of the Pension Rule, then Rules 53.1-53.4 apply wherever applicable.
- 53.6.** Except if one or more of Rules 53.1, 53.2, 53.3, 53.4 or 53.5 apply, the Trustee shall distribute or transfer the balance of the Member's Accounts as the Trustee in its absolute discretion may decide, provided the distribution or transfer is permitted by the *Act*.
- 53.7.** Notwithstanding Rule 53.1, the Trustee is authorised to pay such additional amounts to a Dependant or the Legal Personal Representative of a deceased Member as the Trustee, in the Trustee's absolute discretion, may decide, including an amount from a Reserve, provided the payment does not result in the Fund becoming a Non-Complying Self Managed Superannuation Fund. These amounts are not to be taken as forming part of the deceased Member's Benefits.

Conversion of Benefits

Rule 54. Conversion of a Lump Sum Benefit into a Pension

Explanation

Members in receipt of Benefits have the flexibility of converting their Benefits to another style of Benefit, provided that such a conversion is allowed under the *Act* and does not result in the Fund becoming a Non-Complying Self Managed Superannuation Fund.

Rule

- 54.1.** At the request of a Member or, in the event of the Member's death, at the request of the Member's Dependant or Legal Personal Representative; and, subject to the Rules and the *Act*, the Trustee may convert any Lump Sum Benefit, payable to the Member by converting that benefit either in whole or part into a Pension payable to the Member or, if the Member is deceased, the Dependents or Legal Personal Representative of the Member.
- 54.2.** The Member or, in the event of the Member's death, the Member's Dependant or Legal Personal Representative must notify the Trustee of the type of Pension required under Rule 48 and the Trustee is to use the Lump Sum Benefit entitlement to Fund any Pension.

Rule 55. Commutation of a Pension

Rule

- 55.1.** At the request of a Member or, in the event of the Member's death, at the request of the Member's Dependant or Legal Personal Representative and subject to the Rules and the *Act*, the Trustee may commute part or the whole of any Pension payable to the Member in accordance with Rule 55.2 and 55.3.
- 55.2.** Any amount resulting from the commutation, subject to the *Act*, may be applied by the Trustee to:
- (a) pay a Lump Sum Benefit or some other type of Pension to the Member, a Dependant or Legal Personal Representative of the Member; or
 - (b) be allocated into the Member's Accumulation Account.
- 55.3.** Prior to commuting the Pension, the Trustee must determine the possible taxation consequences or commutation limits that may arise in relation to the commutation of the Pension and notify the Member, Dependant or Legal Personal Representative of the Member of this information.

- End of Part Three -

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Part Four: Changes to the Fund

Rule 56. Becoming a Small APRA fund

Explanation

This Deed is not a suitable Deed for a fund that is not a Self Managed Superannuation Fund. A fund will not be a Self Managed Superannuation Fund if it has more than four Members.

If the Fund ceases to be a Self Managed Superannuation Fund it will be in breach of the *SIS Act*, unless its Trustee is an Approved Trustee. An Approved Trustee is some entity, such as a publicly listed Trustee company that APRA has declared may be appointed as the Trustee of a fund that is not a Self Managed Superannuation Fund.

Where a fund ceases being a Self Managed Superannuation Fund it must within 28 days of that change provide the Australian Taxation Office with details of that change.

In some instances, the Members of a fund might believe that even though the Fund has less than four Members and that, rather than the Members being the Trustees, an Approved Trustee should be the Trustee. The Members may not wish to undertake the responsibilities attached to the role of Trustee or may have particular family reasons for wanting an Approved Trustee to be the Trustee. This Rule allows an Approved Trustee to be appointed as the Trustee at any time. These Rules are not suitable to Funds where an Approved Trustee is the Trustee.

Rule

- 56.1. Notwithstanding any other provision of these Rules, at any time the then Trustee may retire as the Trustee and appoint an Approved Trustee as the Trustee.
- 56.2. If an Approved Trustee is appointed as the Trustee, the Members shall forthwith meet and agree to a replacement to these Rules.

Rule 57. Amendment of the Deed or the Rules

Explanation

Given that constant changes are made to the *Act* it is important the Rules of the Fund can be amended so as to ensure continued compliance with the *Act*. The Rules of most Funds are amended or replaced from time to time.

Rule

- 57.1. Subject to any other provision of these rules, the Trustee may, in its absolute discretion, amend the Deed or the Rules (in whole or in part) by way of written resolution provided:
- (a) any change to the Deed or the Rules does not result in the Fund becoming a Non-Complying Superannuation Fund or being in breach of the *Act*;
 - (b) the amendment does not reduce the amount of any Benefit accrued or accruing to a Member as at the date of amendment, unless the Member or the Legal Personal Representative of the Member has in writing consented to any such amendment;

- (c) the amendment does not amend the term of a Pension which has been incorporated as a Rule or a Death Benefit Rule, unless the Member or the Legal Personal Representative of the Member who accepted the term of the Pension, or who requested the Death Benefit Rule to be incorporated, has in writing consented to any such amendment;
- (d) the amendment does not allow a person, other than a Constitutional Corporation, to be eligible to be appointed as a Trustee, unless the Rules then provide, and will continue to provide after the amendment is made, that the Fund has, as its sole or primary purpose, the provision of old age pensions; and
- (e) the amendment does not allow the sole or primary purpose of the Fund to be a purpose other than the provision of old age pensions, unless the Rules provide, and will continue to provide after the amendment is made, that the Trustee must be a Constitutional Corporation.

- End of Part Four -

Part Five: Winding Up of the Fund

Termination

Rule 58. Termination of the Fund

Explanation

On termination of the Fund the Trustee should:

- Step One:** have the Fund audited;
- Step Two:** determine the Market Value of the Fund's assets;
- Step Three:** determine if the cash assets of the Fund are sufficient to discharge the Fund's debts and liabilities. If not, the Trustee will determine which assets will be disposed of to obtain sufficient cash;
- Step Four:** pay out all expenses of the Fund including any Taxes, administration costs, government imposts, amounts due to Members, other expenses plus any expense incurred to wind up the Fund;
- Step Five:** declare a final distribution amount (being that amount that is equal to the value of the assets of the Fund less expenses paid).

Any final distribution amount may at the Trustee's discretion (and subject to the *Act*) be distributed by the Trustee to any of:

- Members and former Members of the Fund;
- Relatives of any Member or former Member;
- any Legal Personal Representative of a Member or former Member;
- any other person; and
- a charity or public benevolent institution.

Rule

58.1. The Fund shall be wound-up and terminated on the first to occur of the date:

- (a) on which the Trustee resolves that the Fund should be wound up and terminated;
- (b) the Fund must be wound up for the purpose of the *Act*;
- (c) the Fund ceases to have Members; or
- (d) the Regulator requires that the Fund be wound up.

58.2. The Trustee shall on the Termination Date:

- (a) dispose of assets of the Fund in order to have sufficient cash to meet any debts and liabilities of the Fund. The Trustee has discretion to determine which of the Fund's assets are to be disposed of;
- (b) pay out any debts and liabilities of the Fund;

- (c) determine, subject to the *Act*, to whom any Benefits are to be paid, including former Members, trusts that former Members were beneficiaries of, the Legal Personal Representative of former Members or any other person. The Trustee retains sole discretion as to where Benefits are to be paid and how they are to be made including in-specie or cash Benefits and is to ensure that the payment of any Benefits does not breach the sole purpose test; and
- (d) pay out any Benefits due by the Fund to the Members. The Trustee retains sole discretion as to how these amounts are to be paid, including making an in-specie transfer of assets or cash amounts.

58.3. After the Trustee has made all such payments as the Trustee is required, or has resolved to pay pursuant to Rule 58.2, the Trustee may distribute the remaining assets of the Fund to such charities or public benevolent institutions as it might determine, provided any such payment does not breach the sole purpose test or otherwise render the Fund a Non-Complying Self Managed Superannuation Fund.

- End of Part Five -

Part Six: Interpretation

Governing Law

Rule 59. The governing law is the State in which the Trustee resides

Explanation

The governing law is simply that law which is to be applied by a court if the court is required to consider the Rules.

The governing law is the State in which the Trustee resides.

Rule

The law applicable to the Fund is the law of the State or Territory of the Commonwealth of Australia where the Trustee resides.

Status of the Act

Rule 60. The Act is paramount

Explanation

The Rules define the *Act* to include the *SIS Act*, the *Income Tax Assessment Acts 1936 and 1997* and the regulations made pursuant to those acts.

If the Fund fails to comply with a provision of an *Act*, the Fund might become a Non- Complying Self Managed Superannuation Fund (with the result that it would not be concessional taxed).

If the Trustee contravenes a provision of the *Act*, the Trustee might be subject to a fine or criminal penalty. This Rule is designed to protect the Fund in the event that the Rules of the Fund, and the provisions of an *Act*, contain some unintentional inconsistency but more importantly, in case the provisions of the *Act* change (and it is almost certain that the provisions of the *Act* will, at sometime, change).

Rule

60.1. Provided there is no inconsistency between the provisions of these Rules and the *Act*, any authority or discretion given to the Trustee by the *Act* shall be incorporated into these Rules as if a Rule.

60.2. The provisions of this clause 60 override any other provisions of this Deed

The Trustees must comply with the requirements of the *Act* and are fully empowered (without being obliged) to comply with any provision or standard of the *Act* which is not a requirement.

60.3. Power to comply with the Act

(a) The Trustees may:

- (1) do anything that the Trustees are required to do or that the Trustees consider necessary, expedient or desirable to comply with any requirement of the *Act* (including expending monies of the Fund); and

- (2) refrain from doing anything (including, without limitation, delaying or refusing any request or transaction in connection with a Beneficiary's interest in the Fund) that would result in a breach of, or the Trustees breaching, a requirement of the Superannuation Law.
- (b) The Trustee may rely on anything (including any statutory presumptions available to it) in the *Act*, to the extent that the Trustees are entitled to do so in their capacity as Trustee of the Fund.
- (c) The Trustee is entitled to be indemnified out of the assets of the Fund for any liabilities that the Trustees properly incur pursuant to this clause.

60.4. Deemed compliance

The Trustees is deemed to comply with the *Act* and the Rules if the Regulator:

- (a) is satisfied that the Trustee has complied with the *Act*;
- (b) determines that the Fund will be treated as if it had complied with the *Act*; or
- (c) has advised the Trustees that it will not take action against the Trustees or the Fund in respect of a failure to comply with the *Act*.

60.5. Conflict with the Act

- (a) To the extent that any provision, or part of a provision, of the Rules conflicts with the *Act* or is invalid for any other reason whatsoever:
 - (1) that provision, or part, must be read down, changed, construed or severed to avoid such conflict or invalidity; and
 - (2) to the extent that such conflict or invalidity cannot be avoided, the provision or part of the *Act* shall prevail to the extent of the conflict or invalidity only and the provision, or part, will be of no effect and will not affect the remaining Rules.
- (b) If a Rule would otherwise be void under the *Act* because it:
 - (1) subjects the Trustees to direction by another person; or
 - (2) permits a person to exercise a discretion without the consent of the Trustees;

other than in the circumstances permitted by the *Act*, the Trustee's consent is required for the giving of the direction or the exercise of the discretion.

Interpretation

Rule 61. Rules as to interpretation

- 61.1.** Explanations accompanying a Rule are for information and disclosure purposes only, but may be taken into account in interpreting a Rule:
- (a) in considering the purpose or object underlying a Rule;
 - (b) to confirm that the meaning of a Rule is its ordinary meaning conveyed by its text, taking into account the purpose or object underlying the Rule;
 - (c) in determining a Rule's meaning, if the Rule is ambiguous or obscure; and
 - (d) in determining the Rule's meaning if the ordinary meaning conveyed by its text, taking into account its context in the Rules and the purpose or object underlying the Rule leads to a result that is manifestly absurd or unreasonable.
- 61.2.** A reference to any person or body shall include a reference to a company, references to its respective authorised officers, agents, delegates, successors, assigns, executors and administrators.

- 61.3. Words importing any one gender include all genders and words importing the singular number include the plural and vice versa.
- 61.4. Unless the contrary intention appears, when a word or phrase is given a particular meaning other parts of speech and grammatical forms of the word or phrase have a corresponding meaning.
- 61.5. In determining whether the Fund will or will not be a Complying Superannuation Fund or Complying Self Managed Superannuation Fund, the Trustee shall only consider whether or not any course of action to be followed by the Trustee in relation to the Fund would or would not cause the Fund not to be a Complying Superannuation Fund or Complying Self Managed Superannuation Fund; and must not take into account any discretion which might or might not be exercised by the Regulator.
- 61.6. A reference to a provision of an *Act* includes a reference to any similar or a successor provision in that *Act* or to any similar provision in any successor *Act*.
- 61.7. A reference in these Rules to "pay" includes a reference to "credit" or "distribute".

Definitions

Rule 62. Definitions

In this Deed the following words or expressions have the meaning thereafter ascribed to them:

Act	The <i>SIS Act</i> , the <i>Tax Act</i> , the <i>Corporations Act 2001</i> , the <i>Family Law Act 1975 (Part VIII B)</i> , the <i>Social Security Act 1991</i> , the <i>Veterans' Entitlements Act 1986</i> , as the context applies and any successor acts and all regulations made pursuant to the foregoing acts.
Ancillary Purposes	Those purposes as defined in section 62 of the <i>SIS Act</i> including the purpose of providing such benefits as the Regulator approves in writing.
Application Form	An application form provided by the Trustees for prospective members to complete and submit to the Trustees as referred to at Rule 12.
Approved Trustee	A Trustee as approved by the Regulator pursuant to Part 2A and Part 2B of the <i>SIS Act</i> .
APRA	The Australian Prudential Regulatory Authority or any successor authority to that authority.
Associate	A person who is an associate as defined by section 12 of the <i>SIS Act</i> .
Auditor	An auditor who is an Approved Auditor as defined in section 10(1) of the <i>SIS Act</i> or any successor <i>Act</i> or otherwise determined by the Regulator.
Benefit	A benefit or entitlement payable or distributable by the Fund including a Pension.
Binding Death Benefit Nomination	A death benefit nomination made by a Member in accordance with Rule 15 that must be followed by the Trustee in the event of the Member's death.
Civil Penalty Order	An order or declaration made by a court under section 196 of the <i>SIS Act</i> .
Child	Any person defined as a child by the <i>Act</i> .

Commencement Date	In relation to a Pension has the meaning given by the <i>SIS Regulations</i> .
Compliance Plan	A plan established for the purpose of Rule 43.
Complying Self Managed Superannuation Fund	A fund which is a complying Self Managed Superannuation Fund for the purposes of section 42A of the <i>SIS Act</i> .
Constitutional Corporation	A body corporate which is: <ul style="list-style-type: none"> (a) a trading corporation formed within the limits of the Commonwealth of Australia (within the meaning of paragraph 51(xx) of the <i>Constitution of the Commonwealth of Australia</i>); or (b) a financial corporation formed within the limits of the Commonwealth of Australia (within the meaning of paragraph 51(xx) of the <i>Constitution of the Commonwealth of Australia</i>).
Contributions	Amounts paid or property transferred to the Trustee for the Benefit of a Member or Members.
Contributions Segment	Means that part of a Superannuation Interest as defined in section 307-220 of the <i>Tax Act</i> .
Core Purposes	Those purposes as defined in section 62 of the <i>SIS Act</i> .
Crystallised Segment	Means that part of a Superannuation Interest as defined in section 307-225 of the <i>Tax Act</i> .
Death Benefit Rule	A Rule established as a Rule by reason of Rule 16.
Deed	The Deed establishing the Fund as amended from time to time.
Dependant	Is a person that is defined as a dependant for the purposes of the <i>SIS Act</i> and includes the Spouse of the person, any Child of the person and any other person with whom the person had an interdependency relationship (as determined by the <i>SIS Act</i>).
Earnings	The earnings of the Fund determined in accordance with Rule 36.
Element Taxed In The Fund	Means that part of the Taxable Component as defined in section 307-275 of the <i>Tax Act</i> .
Element Untaxed In The Fund	Means that part of the Taxable Component as defined in section 307-275 of the <i>Tax Act</i> .
Eligible Rollover Fund	A fund defined by regulation 10.01 of the <i>SIS Regulations</i> as an eligible rollover fund.
Employer	Means for the purposes of Rule 2.4 a person whom some other person is taken to be an "employee" of for the purposes of section 17A of the <i>SIS Act</i> .

Excess Concessional Contributions	has the meaning given by section 291-20 of the <i>Income Tax Assessment Act 1997</i> .
Excess Contributions Tax	Any tax imposed by reason of the <i>Superannuation (Excess Concessional Contributions Tax) Act 2007</i> or the <i>Superannuation (Excess Non-Concessional Contributions Tax) Act 2006</i> or successor legislation.
Financial Year	A year ended 30 June or that period of twelve months adopted by the Trustee as the Fund's financial year.
Fund	The Self Managed Superannuation Fund established by the Deed.
Gainful Employment	That activity in which a person is engaged for gain or reward in any business, trade, profession, vocation, calling or occupation.
Legal Personal Representative	The executor of the Will or administrator of the estate of a deceased person, the Trustee of the estate of a person under a legal disability or a person who holds an enduring power of attorney granted by a person.
Lump Sum	A Benefit which is payable to a Member pursuant to Rule 47 in cash or in kind. Includes an asset, in the context of payment of Benefits but not in circumstances of severe financial hardship or on compassionate grounds or to a former temporary resident under <i>SIS Regulations 6.20A</i> or <i>6.20B</i> .
Manager	The person or entity appointed by the Trustee to manage the Fund.
Market Value	The amount that a willing buyer of an asset could reasonably be expected to pay to acquire the asset from a willing seller if the following assumptions were made: <ul style="list-style-type: none"> (a) that the buyer and the seller dealt with each other at arm's length in relation to the sale; (b) the sale occurred after proper marketing of the asset; and (c) the buyer and seller acted knowledgeably and prudently in relation to the sale.
Member	Any person accepted by the Trustee as a Member of the Fund.
Member's Account	An account established by the Trustee on behalf of a Member.
Member's Accumulation Account	A Member's Account established by the Trustee, the balance of which is the amount that can be paid to the benefit of a Member, their Dependant or Legal Personal Representative as a Lump Sum Benefit and/or a Pension.
Member's Benefit	The amount of a Benefit payable to a Member, their Dependant or Legal Personal Representative in the event of the Member's death as determined by the Trustee.
Member's Pension Account	A Member's Account established by the Trustee from which the payment of a Pension will be debited.

Minimum Benefits	An amount determined by the Trustee of the Fund as a minimum benefit for a Member pursuant to Part 5 of the <i>SIS Regulations</i> .
Non-Binding Death Benefit Nomination	A death benefit nomination as referred to in Rule 14 that is not binding upon the Trustee.
Non-Complying Self Managed Superannuation Fund	A superannuation Fund that is not a Complying Self Managed Superannuation Fund.
Non-Concessional Contributions	has the meaning given by section 292-90 of the <i>Income Tax Assessment Act 1997</i> .
Non-Concessional Contributions Cap	has the meaning given by section 292-85 of the <i>Income Tax Assessment Act 1997</i> .
Payment Split	A "payment split" as defined by section 90MD of the <i>Family Law Act 1975</i> .
Pension	Any pension payable by the Fund.
Permanent Incapacity Benefit	A Benefit payable pursuant to Rule 51.
Permanently Incapacitated	In relation to a Member means a Member who has ceased to be Gainfully Employed because of ill-health (whether physical or mental) where the Trustee is reasonably satisfied that that Member is unlikely, because of the ill health, ever again to be Gainfully Employed in any employment for which that Member is reasonably qualified by education, training or experience.
Policy	Means an insurance policy arranged by the Trustees in accordance with Rule 39.
Preservation Age	Means: <ul style="list-style-type: none"> (a) for a person born before 1 July 1960 — 55 years; (b) for a person born during the year 1 July 1960 to 30 June 1961 — 56 years; (c) for a person born during the year 1 July 1961 to 30 June 1962 — 57 years; (d) for a person born during the year 1 July 1962 to 30 June 1963 — 58 years; (e) for a person born during the year 1 July 1963 to 30 June 1964 — 59 years; and (f) for a person born after 30 June 1964 — 60 years.
Preserved Benefit	A Benefit which Regulation 6.01 to the <i>SIS Act</i> states is a preserved benefit.
Prescribed Documents	Any documents that are prescribed documents for the purposes of the <i>Act</i> .

Prescribed Information	Any information which is prescribed information for the purposes of the <i>Act</i> .
Product Disclosure Statement	The product disclosure statement of which these Rules form part.
Regulated Superannuation Fund	A superannuation Fund that is a regulated superannuation Fund as defined within section 19 of the <i>SIS Act</i> .
Regulator	The Commissioner of Taxation or any person or entity appointed to regulate a Self Managed Superannuation Fund as defined in section 10(1) of the <i>SIS Act</i> .
Related Party	A person who is a related party as defined in section 10(1) of the <i>SIS Act</i> .
Relative	Means for the purposes of Rule 2.4 a person whom is defined as a "relative" by section 71A of the <i>SIS Act</i> and for the purposes of Rule 23 means a person who is a "relative" as defined by section 65 of the <i>SIS Act</i> .
Release Request	A written notice provided by the Commissioner of Taxation authorising the Member to withdraw monies from the Fund to pay Excess Contributions Tax as referred to at Rules 22 and 25.
Reserve	An amount as referred to at Rule 37.
Responsible Officer	Means: <ul style="list-style-type: none"> (a) a director of a company; (b) a secretary of a company; and (c) an executive officer of a company.
Rules	The rules of the Fund.
Self Managed Superannuation Fund	A fund that is a "Self Managed Superannuation Fund", as defined in section 17A of the <i>SIS Act</i> .
SIS Act	The <i>Superannuation Industry (Supervision) Act 1993</i> .
SIS Regulations	The <i>Superannuation Industry (Supervision) Regulations 1994</i> .
Specified Work Test	Those conditions found in Part 6 of the SIS Regulations determining the time at which a person must be paid a Benefit from the Fund.
Splittable Contribution	An amount that has the meaning for the purposes of Part 6 of the SIS Regulations.
Solvency Plan	A plan established for the purposes of Rule 44.

Spouse	<p>In relation to a person includes:</p> <ul style="list-style-type: none"> (a) another person who is legally married to the person; (b) another person who although not legally married to the person, lives with the person on a genuine domestic basis; and (c) another person (whether of the same sex or a different sex) with whom the person is or was in a relationship that was registered under a law of a State or a Territory prescribed for the purposes of Section 2E of the <i>Acts Interpretation Act 1901</i> (Cth) as a kind of relationship prescribed for the purposes of that section.
Standard-Employer-Sponsor	A person who is a standard-employer-sponsor as defined in section 16(2) of the <i>SIS Act</i> .
Superannuation Entity	<p>Means:</p> <ul style="list-style-type: none"> (a) a superannuation Fund; (b) an approved deposit Fund; (c) a pooled superannuation trust; and (d) a life insurance company or similar entity; <p>whether such an entity is a resident or non – resident of Australia.</p>
Superannuation Interest	In relation to a Member, means an interest in the Fund or such other interest as defined in section 995-1(1) of the <i>Tax Act</i> as determined by the Trustee with reference to section 307-200 of the <i>Tax Act</i> and relevant Regulations.
Tax	Includes all actual or anticipated tax, surcharge, levy or impost on income, capital gains and superannuation contributions, stamp, financial institutions, registration and other duties, bank accounts debits tax, goods and services tax and other taxes, levies, imposts, deductions and charges together with interest, fines and penalties (if any) and charges, fees or other amounts made or payable in respect of them.
Tax Act	Either or both of the <i>Income Tax Assessment Act 1936</i> and the <i>Income Tax Assessment Act 1997</i> (as the case may be including any replacement, modification or supplement to those Acts).
Taxable Component	Has the meaning given by section 995-1(1) of the <i>Tax Act</i> .
Tax Free Component	Has the meaning given by section 995-1(1) of the <i>Tax Act</i> .
Temporarily Incapacitated	In relation to a Member, means a Member who has ceased to be gainfully employed, including a Member who has ceased temporarily to receive any gain or reward under a continuing arrangement for the Member to be gainfully employed, because of ill-health (whether physical or mental) but does not mean a Member who is Permanently Incapacitated.
Temporary Incapacity Benefit	A non-commutable income stream payable pursuant to Rule 50.

Termination Date	The date on which the Fund terminates.
Total Member Entitlements	That amount equal to the total value of all Members' Accounts.
Trustee	A person or company that has been appointed a Trustee of the Fund under Rule 3.
Trustee Meeting	A meeting as referred to at Rule 7.1.

- End of Part Six -

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The Deed

Establishment of Toladdi Super Fund

Explanation

A superannuation Fund is a form of trust. Trusts are normally required to be established by Deed. By execution of this Deed, the Trustee formally establishes the Fund.

To benefit from concessional taxation rules, the sole purpose of the Fund must be the provision of superannuation Benefits or retirement, incapacity or death benefits to Members (or Relatives of deceased Members). The Fund might also be able to provide Pension Benefits to Members prior to the retirement of the Member. The Fund should not be formed to carry on a business.

In order for this Deed to be admissible as evidence in a court of law, it may have to be stamped in the local jurisdiction of the Trustee.

The Deed does not contain the Rules of the Fund. Rather the Rules of the Fund are contained in a separate document and unlike the Deed can be (and should be) amended from time to time to reflect legislative changes.

THIS DEED is made on 20/5/2016

By:

Toladdi Pty Ltd ACN 612 525 998 ('the Trustee')

WHEREAS

- A. The Trustee is that person who has executed this Deed or, if more than one person, those persons collectively.
- B. The Trustee wishes to establish a superannuation Fund ("the Fund").
- C. By execution of this Deed the Trustee signifies its consent to its appointment as the first Trustee of the Fund and acknowledges that it has read and agrees to be bound by the Rules of the Fund.
- D. The Trustee intends that the Fund should be a complying Self Managed Superannuation Fund as defined for the purposes of the *Superannuation Industry (Supervision) Act 1993*.

Now it is hereby agreed:

1. Initial Trustee

The Trustee, if allowed by the Rules of the Fund to be appointed as a Trustee of the Fund, is hereby appointed as the Trustee of the Fund.

2. Establishment of the Fund

The Trustee hereby agrees to:

- (a) receive Contributions and any other amounts paid to it on behalf of Members; and
- (b) hold those Contributions and any income thereon according to the Rules of the Fund.

3. Name of the Fund

The name of the Fund will be Toladdi Super Fund, or such other name as the Trustee might determine in writing.

4. Rules of the Fund

The Rules of the Fund are those Rules attached to this Deed, any amendment of or substitution of those Rules, and any other rule that is deemed by any law to be a Rule of the Fund.

5. Purpose of the Fund

The Fund is to be maintained solely for the provision of one or more of those purposes referred to in section 62 of the *Superannuation Industry (Supervision) Act 1993* as Core Purposes or Ancillary Purposes, including any purpose that the Regulator (as defined by the *Superannuation Industry (Supervision) Act 1993*) approves in writing.

6. Complying Self Managed Superannuation Fund

The Fund must at all times do those things that allow it to be a Complying Self Managed Superannuation Fund, as defined for the purposes of the *Superannuation Industry (Supervision) Act 1993* and must not do anything that would or might cause it not to be a Complying Self Managed Superannuation Fund, as defined for the purposes of the *Superannuation Industry (Supervision) Act 1993*.

7. Successor Acts

A reference to an *Act* includes a reference to any successor act to that *Act*.

8. Replacement Trustee

If the Trustee or any person or entity appointed in place of the Trustee or in place of that other person or entity dies, is removed as a Trustee of the Fund, or retires as a Trustee of the Fund; such other person or entity as is appointed as Trustee by reason of the Rules will be the Trustee of the Fund.

9. Amendment or replacement of rules of the Fund

The rules of the Fund may be amended by new rules attached to this Deed or any amendment or substitution of the rules.

10. Interpretation

In this Deed words in the singular number include the plural and words in the plural include the singular.

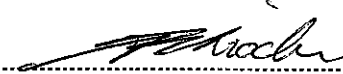
Execution


This Deed establishing Toladdi Super Fund is hereby executed as a Deed.

EXECUTED AS A DEED by
Toladdi Pty Ltd ACN 612 525 998
in accordance with section 127 of the
Corporations Act 2001, by its Directors
or Director and/or Secretary:

ASTRID ANNA CHIOCHU
Please Print Name of Director

ANATOLLE CHIOCHU
Please Print Name of Director/ Secretary*
* Delete as appropriate


Signature


Signature

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Bare Trust Deed

Prepared by:

hunt & hunt
lawyers

Gateway
1 Macquarie Place
Sydney NSW 2000

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Bare Trust Deed

THIS DEED is made on the Date of this Deed as described in the Schedule.

Parties

Between

The person or persons, entity or entities named and described in the Schedule as the Bare Trustee ('the Bare Trustee')

And

The person or persons, entity or entities named and described in the Schedule as Fund Trustee ('the Fund Trustee')

Recitals

The Bare Trustee has acquired or intends to acquire the Investment described in Section 5 of the Schedule ('the Investment') as bare trustee (such trust now referred to as 'the Trust') for the Fund Trustee as trustee of the Self-Managed Superannuation Fund described in Section 2 of the Schedule ('the Fund') and in accordance with the terms of this Deed.

Provisions:

1. The Trust is established and will take effect upon execution of this Deed.
2. All monies required for the purchase of the Investment will be provided by the Fund Trustee and the Bare Trustee will at all times, hold the Investment in trust for the Fund Trustee.
3. The Fund Trustee has the beneficial interest in the Investment and in all the earnings, profits or gains accrued or to accrue in respect of the Investment at all times;
4. The Bare Trustee or the Bare Trustee's successor will effect the transfer of the Investment to the Fund Trustee for nil consideration as and when directed by the Fund Trustee following the making of one or more payments by the Fund Trustee after acquiring the beneficial interest in the Investment in accordance with the *Superannuation Industry (Supervision) Act 1993*.
5. The Bare Trustee has been authorised by the Fund Trustee to complete any documents giving effect to any purchase, sale and registration of transfer of the Investment as instructed by the Fund Trustee.
6. All dealings with the Investment including the exercise and performance of all the rights duties and powers relating to the Investment will be exercised by the Bare Trustee only as directed by the Fund Trustee.
7. The Bare Trustee will grant a mortgage or charge over the Investment if requested by the Fund Trustee and not otherwise.

Schedule

1. **Date of this Deed:** 20, 05, 2016
2. **Fund** Toladdi Super Fund
3. **Bare Trustee:** Toladdi Property Pty Ltd ACN 612 526 020
4. **Fund Trustee:** Toladdi Pty Ltd ACN 612 525 998
5. **Investment:** COMMERCIAL PURCHASE - LOT 8 SP247599
Please print details of Investment

Execution

EXECUTED AS A DEED

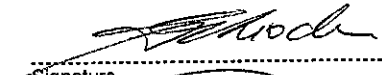
EXECUTED by
Toladdi Pty Ltd ACN 612 525 998
in accordance with section 127 of the
Corporations Act 2001 by its Directors or
Director and/ or Secretary:

ASTRID ANNA CHIOCHIV

Please print name of Director/ Sole Director*

ANATOLIE CHIOCHIV

Please print name of Director/ Secretary*
* Delete as appropriate



Signature



Signature

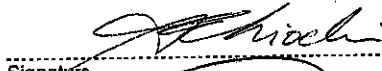
EXECUTED by
Toladdi Property Pty Ltd ACN 612 526 020
in accordance with section 127 of the
Corporations Act 2001 by its Directors or
Director and/ or Secretary:

ASTRID ANNA CHIOCHIV

Please print name of Director/ Sole Director*

ANATOLIE CHIOCHIV

Please print name of Director/ Secretary*
* Delete as appropriate



Signature



Signature

Consent to act as a Trustee

Appointment as Director of Toladdi Pty Ltd

Toladdi Super Fund

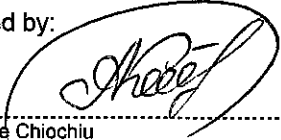
I, Anatolie Chiochiu of 1 Chichester Street, North Lakes, QLD 4509

hereby declare that:

1. I consent to act as a director of Toladdi Pty Ltd ACN 612 525 998 of 1 Chichester Street, North Lakes, QLD 4509 ('the Trustee') as trustee for the Fund.
2. I agree to be bound by the constitution of the company, the Fund's trust deed, all of the rules contained within the governing rules of the Fund, the laws under the *Superannuation Industry (Supervision) Act 1993* ('SIS Act'), the *Income Tax Assessment Act 1997*, the *Family Law Act 1975* (Part VIII B), the *Social Security Act 1991*, the relevant *State Trustee Act*, any successor acts and all regulations made for the purposes of the foregoing acts to ensure that:
 - (a) the Fund elects to be a regulated superannuation fund under the *SIS Act*;
 - (b) the Fund is continuously maintained as a self managed superannuation fund; and
 - (c) the Fund remains a continuously complying superannuation fund.
3. I am not a disqualified person as that term is defined under the rules of the Fund and pursuant to Part 15 of the *SIS Act*. A disqualified person includes:
 - (a) a person found guilty of a dishonest conduct offence in Australia or elsewhere;
 - (b) a person that is insolvent under administration pursuant to the *Bankruptcy Act 1966*;
 - (c) a person disqualified by the Regulator, as that term is defined under the rules of the Fund, according to Section 126A or 126H of the *SIS Act*.
4. I am not a person:
 - (a) prohibited from managing a corporation under a State or Federal order; or
 - (b) convicted of an offence relating to the management of a corporation under the *Corporations Act 2001* or convicted of an offence involving serious fraud;

The appointment is to last only so long as the continuing appointment does not render the Fund a non-complying self managed superannuation fund. Where the appointment jeopardises the Fund's complying status, I hereby agree to resign with effect immediately upon becoming advised by the trustee that my continuing appointment may result in the Fund becoming a non-complying self managed superannuation fund.

Signed by:


.....
Anatolie Chiochiu

20 / 05 / 2016
.....
Date

Consent to act as a Trustee

Appointment as Director of Toladdi Pty Ltd

Toladdi Super Fund


I, Astrid Anna Chiochiu of 1 Chichester Street, North Lakes, QLD 4509

hereby declare that:

1. I consent to act as a director of Toladdi Pty Ltd ACN 612 525 998 of 1 Chichester Street, North Lakes, QLD 4509 ('the Trustee') as trustee for the Fund.
2. I agree to be bound by the constitution of the company, the Fund's trust deed, all of the rules contained within the governing rules of the Fund, the laws under the *Superannuation Industry (Supervision) Act 1993* ('SIS Act'), the *Income Tax Assessment Act 1997*, the *Family Law Act 1975* (Part VIII B), the *Social Security Act 1991*, the relevant *State Trustee Act*, any successor acts and all regulations made for the purposes of the foregoing acts to ensure that:
 - (a) the Fund elects to be a regulated superannuation fund under the *SIS Act*;
 - (b) the Fund is continuously maintained as a self managed superannuation fund; and
 - (c) the Fund remains a continuously complying superannuation fund.
3. I am not a disqualified person as that term is defined under the rules of the Fund and pursuant to Part 15 of the *SIS Act*. A disqualified person includes:
 - (a) a person found guilty of a dishonest conduct offence in Australia or elsewhere;
 - (b) a person that is insolvent under administration pursuant to the *Bankruptcy Act 1966*;
 - (c) a person disqualified by the Regulator, as that term is defined under the rules of the Fund, according to Section 126A or 126H of the *SIS Act*.
4. I am not a person:
 - (a) prohibited from managing a corporation under a State or Federal order; or
 - (b) convicted of an offence relating to the management of a corporation under the *Corporations Act 2001* or convicted of an offence involving serious fraud;

The appointment is to last only so long as the continuing appointment does not render the Fund a non-complying self managed superannuation fund. Where the appointment jeopardises the Fund's complying status, I hereby agree to resign with effect immediately upon becoming advised by the trustee that my continuing appointment may result in the Fund becoming a non-complying self managed superannuation fund.

Signed by:



Astrid Anna Chiochiu

20, 05, 2016

Date

Application for Membership

Toladdi Super Fund

I, Anotolie Chiochiu of 1 Chichester Street, North Lakes, QLD 4509

have been formally appointed as a director of Toladdi Pty Ltd ACN 612 525 998 of 1 Chichester Street, North Lakes, QLD 4509 ('the trustee') the trustee for the Fund. As such I hereby apply for membership of the Fund and consent to becoming a member of it. I confirm that I am not aware of any impediment to my becoming a member. I acknowledge that I have read the product disclosure statement including any written or audiovisual information provided to me.

I agree, upon acceptance of my membership to:

1. be bound by the terms of the deed and all of the rules of the Fund;
2. be bound by all decisions of the trustee including decisions that may impact upon my membership benefits provided those decisions are made in accordance with the rules of the fund, the superannuation laws and the trustee laws;
3. be a director of the trustee unless there is a specific trustee exemption in place in respect of my membership under the superannuation laws;
4. provide information to the trustee where required including medical information enabling the trustee to facilitate any death or disablement insurance on my behalf;
5. provide my tax file number to the trustee provided the trustee abides by the laws relating to the collection and dissemination of my tax file number;
6. consent to the trustee to hold that information despite anything to the contrary in the privacy legislation;
7. provide the trustee, within a reasonable period of time a detailed death benefit plan that may include a binding death benefit nomination;
8. ensure that at the time of making any super contributions, transfers or rollovers that those contributions, transfers and rollovers are made in accordance with the superannuation laws;
9. notify the trustee where I become disabled, retired, have reached preservation age or meet some other condition of release of my benefits from the preservation rules.
10. notify the trustee where I become separated from my spouse, if I have one and the separation is deemed by either spouse to be irreconcilable.

I nominate the following Dependants (spouse or children) to be entitled to any benefit that I may have in the Fund upon my death:

Name	Relationship	% of Benefit

The above is in place until I provide the trustee, a detailed death benefit plan as noted at 7. above.

14/05/1971
Date of birth

Tax File Number (TFN)

Signed by:



Anatolie Chiochiu

20, 05 2016

Date

Application for Membership

Toladdi Super Fund

I, Astrid Anna Chiochiu of 1 Chichester Street, North Lakes, QLD 4509

have been formally appointed as a director of Toladdi Pty Ltd ACN 612 525 998 of 1 Chichester Street, North Lakes, QLD 4509 ('the trustee') the trustee for the Fund. As such I hereby apply for membership of the Fund and consent to becoming a member of it. I confirm that I am not aware of any impediment to my becoming a member. I acknowledge that I have read the product disclosure statement including any written or audiovisual information provided to me.

I agree, upon acceptance of my membership to:

1. be bound by the terms of the deed and all of the rules of the Fund;
2. be bound by all decisions of the trustee including decisions that may impact upon my membership benefits provided those decisions are made in accordance with the rules of the fund, the superannuation laws and the trustee laws;
3. be a director of the trustee unless there is a specific trustee exemption in place in respect of my membership under the superannuation laws;
4. provide information to the trustee where required including medical information enabling the trustee to facilitate a death or disablement insurance on my behalf;
5. provide my tax file number to the trustee provided the trustee abides by the laws relating to the collection and dissemination of my tax file number;
6. consent to the trustee to hold that information despite anything to the contrary in the privacy legislation;
7. provide the trustee, within a reasonable period of time a detailed death benefit plan that may include a binding death benefit nomination;
8. ensure that at the time of making any super contributions, transfers or rollovers that those contributions, transfers and rollovers are made in accordance with the superannuation laws;
9. notify the trustee where I become disabled, retired, have reached preservation age or meet some other condition of release of my benefits from the preservation rules.
10. notify the trustee where I become separated from my spouse, if I have one and the separation is deemed by either spouse to be irreconcilable.

I nominate the following Dependants (spouse or children) to be entitled to any benefit that I may have in the Fund upon my death:

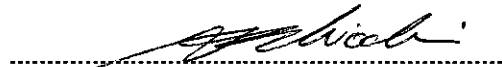
Name	Relationship	% of Benefit

The above is in place until I provide the trustee, a detailed death benefit plan as noted at 7. above.

19/08/1974
Date of birth

Tax File Number (TFN)

Signed by:



Astrid Anna Chiochiu

20/05/2016
Date