

Compliance Workpapers
The A & T Russell Super Fund
Financial Year - 2021



Fund Details

Fund Name	The A & T Russell Super Fund
Contact no	0438329346
Financial Year	2021
Established Date	25/09/2020
ABN	48 325 593 569
TFN	532860278
Trustee Type	Corporate
Trustees	Sugart Pty Ltd
ACN	644638693

Review Points

Reference : Expenses / Other Expenses / General Expenses

Subject : General Expenses

Addressed : Notes for Auditor

Action	Description	Owner	DateTime	Attachment
Created	General expenses are related with the property purchase that did not push through.	Lorraine Abitria	10/11/2023 12:09 PM	

Statement of Financial Position

Assets	Qty	2021	2020	Change (\$)	Change (%)	
Other Assets	0.00	8,911.05	0.00	8,911.05	100.00	
Cash At Bank	0.00	3,911.05	0.00	3,911.05	100.00	
Westpac DIY Super Working Account	0.00	3,911.05	0.00	3,911.05	100.00	WP-1 WP-2 WP-3
Sundry Assets	0.00	5,000.00	0.00	5,000.00	100.00	
Deposit - 173 East Street Rockhampton City QLD 4700	0.00	5,000.00	0.00	5,000.00	100.00	WP-1 WP-2
Total Assets	0.00	8,911.05	0.00	8,911.05	100.00	

Liabilities	Qty	2021	2020	Change (\$)	Change (%)	
Total Liabilities	0.00	0.00	0.00	0.00	0.00	

Member Entitlements	Qty	2021	2020	Change (\$)	Change (%)	
Member Entitlement Accounts	0.00	8,911.05	0.00	8,911.05	100.00	WP-1 WP-2
Mr Angus Russell	0.00	5,949.52	0.00	5,949.52	100.00	
Accumulation	0.00	5,949.52	0.00	5,949.52	100.00	
Mrs Traci Russell	0.00	2,961.53	0.00	2,961.53	100.00	
Accumulation	0.00	2,961.53	0.00	2,961.53	100.00	
Total Member Entitlements	0.00	8,911.05	0.00	8,911.05	100.00	

Operating Statement

Income	2021	2020	Change (\$)	Change (%)	
Investment Income	0.38	0.00	0.38	100.00	WP-1 WP-2
Interest	0.38	0.00	0.38	100.00	
Cash At Bank	0.38	0.00	0.38	100.00	
Westpac DIY Super Working Account	0.38	0.00	0.38	100.00	
Member Receipts	15,000.00	0.00	15,000.00	100.00	
Rollovers In	15,000.00	0.00	15,000.00	100.00	
Mr Angus Russell	10,000.00	0.00	10,000.00	100.00	WP-1
Mrs Traci Russell	5,000.00	0.00	5,000.00	100.00	WP-1
Total Income	15,000.38	0.00	15,000.38	100.00	
Expenses	2021	2020	Change (\$)	Change (%)	
Other Expenses	6,089.33	0.00	6,089.33	100.00	
Adviser Fee	149.00	0.00	149.00	100.00	WP-1
General Expenses	5,940.33	0.00	5,940.33	100.00	WP-1 WP-2 WP-3 WP-4 WP-5
Sundry Assets	5,940.33	0.00	5,940.33	100.00	
Deposit - 181 East Street Rock Hampton City QLD 4700	5,940.33	0.00	5,940.33	100.00	
Total Expenses	6,089.33	0.00	6,089.33	100.00	

Income Tax	2021	2020	Change (\$)	Change (%)	
Total Income Tax	0.00	0.00	0.00	0.00	
Net Profit(Loss) Total	8,911.05	0.00			

Lump Sum Payment - Good to Go

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

Work Test - Good to Go

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







Contribution Cap Limit

		Current Status : Good to Go Prior Status : N/A	Prepared By : N/A	Reviewed By : N/A
	Current Year Contributions		Concessional	Non-Concessional
<p>Mrs Traci Russell</p> <p>Date of Birth: 31/03/1966 (Age: 54 at 30/06/2021)</p>				
	Caps		25,000.00	100,000.00
	Cumulative available unused cap		50,000.00	0.00
	Maximum cap available		75,000.00	100,000.00
	Contributions made (to this fund)		0.00	0.00
	Contributions made (to other fund)		0.00	0.00
	Contributions as allocated		0.00	0.00
	Amount above caps		0.00	0.00
<p>Mr Angus Russell</p> <p>Date of Birth: 23/07/1966 (Age: 53 at 30/06/2021)</p>				
	Caps		25,000.00	100,000.00
	Cumulative available unused cap		50,000.00	0.00
	Maximum cap available		75,000.00	100,000.00
	Contributions made (to this fund)		0.00	0.00
	Contributions made (to other fund)		0.00	0.00
	Contributions as allocated		0.00	0.00
	Amount above caps		0.00	0.00

Negative Balance - Good to Go

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

Contra Bank Entries

				Current Status : Good to Go Prior Status : Warning	Prepared By : N/A	Reviewed By : N/A
	Date	Description	Debits	Credits	Balance	
Westpac DIY Super Working Account						
	10/12/2020	Deposit-Osko Payment 2546304 Traci Russell 181 East purchase deposit 181 East purchase deposit	0.00	5,000.00	5,000.00	
	10/12/2020	Withdrawal-Osko Payment 1582597 Livingstone Re Trust Ac Sugart PI 181 East St deposit 181 East St deposit	5,000.00	0.00	0.00	
	16/02/2021	Payment By Authority To Elders Insurance 1Egu720523Bpk	505.34	0.00	10,644.66	
	19/02/2021	Deposit Remitter Salesrefund1 181 East	0.00	5,000.00	15,388.21	
	23/02/2021	Withdrawal-Osko Payment 1227540 A and T Russell Trustee funds reimbursement	5,000.00	0.00	10,388.21	
	24/02/2021	Deposit Elders Payments 00127907Egu720523B	0.00	505.34	10,893.55	

Income Comparison - Good to Go

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

Benefits Paid to Member < 60 - Good to Go

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

Retirement Condition - Good to Go

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

Market Value - Not Applicable

The system did not find any data to process.

Pension Limit - Not Applicable

The system did not find any data to process.

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

The system did not find any data to process.

Preservation Components for Member above 65 - Not Applicable

The system did not find any data to process.

Preservation Components - Not Applicable

The system did not find any data to process.

Tax Component Verification (Accumulation) - Not Applicable

The system did not find any data to process.

Tax Component Verification (Pension) - Not Applicable

The system did not find any data to process.

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

The system did not find any data to process.

General Ledger

Date	Description	Quantity	Debits	Credits	Balance
Member Receipts / Rollovers In / Mr Angus Russell					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
29/01/2021	Deposit-Salary Qsuper Lump Sums Q Memb A88787	0.00	0.00	10,000.00	10,000.00
30/06/2021	Closing Balance	0.00	0.00	0.00	10,000.00
Member Receipts / Rollovers In / Mrs Traci Russell					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
28/01/2021	Deposit-Salary Qsuper Lump Sums Q Memb A34672	0.00	0.00	5,000.00	5,000.00
30/06/2021	Closing Balance	0.00	0.00	0.00	5,000.00
Investment Income / Interest / Cash At Bank / Westpac DIY Super Working Account					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
26/02/2021	Interest Paid	0.00	0.00	0.09	0.09
31/03/2021	Interest Paid	0.00	0.00	0.08	0.17
30/04/2021	Interest Paid	0.00	0.00	0.07	0.24
31/05/2021	Interest Paid	0.00	0.00	0.07	0.31
30/06/2021	Interest Paid	0.00	0.00	0.07	0.38
30/06/2021	Closing Balance	0.00	0.00	0.00	0.38
Other Expenses / Adviser Fee					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
16/04/2021	Withdrawal Online 2353504 Bpay Anz Cards Motley Fool subs	0.00	149.00	0.00	149.00
30/06/2021	Closing Balance	0.00	0.00	0.00	149.00
Other Expenses / Sundry Assets / Deposit - 181 East Street Rock Hampton City QLD 4700					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
04/02/2021	Withdrawal-Osko Payment 1606050 A and T Russell Reimb Cqb Pest Inspect 181 East St	0.00	3,850.00	0.00	3,850.00
18/02/2021	Withdrawal Online 3629309 Bpay Anz Cards Trustee exp reimb	0.00	256.45	0.00	4,106.45
03/03/2021	Withdrawal Online 5102587 Bpay Rapidpay L Foxlaw fees	0.00	1,833.88	0.00	5,940.33
30/06/2021	Closing Balance	0.00	0.00	0.00	5,940.33
Cash At Bank - Westpac DIY Super Working Account					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
10/12/2020	Deposit-Osko Payment 2546304 Traci Russell 181 East purchase deposit 181 East purchase deposit	0.00	5,000.00	0.00	5,000.00
10/12/2020	Withdrawal-Osko Payment 1582597 Livingstone Re Trust Ac Sugart PI 181 East St deposit 181 East St deposit	0.00	0.00	5,000.00	0.00
28/01/2021	Deposit-Salary Qsuper Lump Sums Q Memb A34672	0.00	5,000.00	0.00	5,000.00
29/01/2021	Deposit-Salary Qsuper Lump Sums Q Memb A88787	0.00	10,000.00	0.00	15,000.00
04/02/2021	Withdrawal-Osko Payment 1606050 A and T Russell Reimb Cqb Pest Inspect 181 East St	0.00	0.00	3,850.00	11,150.00

Date	Description	Quantity	Debits	Credits	Balance
16/02/2021	Payment By Authority To Elders Insurance 1Egu720523Bpk	0.00	0.00	505.34	10,644.66
18/02/2021	Withdrawal Online 3629309 Bpay Anz Cards Trustee exp reimb	0.00	0.00	256.45	10,388.21
19/02/2021	Deposit Remitter Salesrefund1 181 East	0.00	5,000.00	0.00	15,388.21
23/02/2021	Withdrawal-Osko Payment 1227540 A and T Russell Trustee funds reimbursement	0.00	0.00	5,000.00	10,388.21
24/02/2021	Deposit Elders Payments 00127907Egu720523B	0.00	505.34	0.00	10,893.55
26/02/2021	Interest Paid	0.00	0.09	0.00	10,893.64
03/03/2021	Withdrawal Online 5102587 Bpay Rapidpay L Foxlaw fees	0.00	0.00	1,833.88	9,059.76
31/03/2021	Interest Paid	0.00	0.08	0.00	9,059.84
16/04/2021	Withdrawal Online 2353504 Bpay Anz Cards Motley Fool subs	0.00	0.00	149.00	8,910.84
30/04/2021	Interest Paid	0.00	0.07	0.00	8,910.91
31/05/2021	Interest Paid	0.00	0.07	0.00	8,910.98
29/06/2021	Withdrawal-Osko Payment 1161138 Livingstone Re Trust Ac Deposit 173 East Street	0.00	0.00	5,000.00	3,910.98
30/06/2021	Interest Paid	0.00	0.07	0.00	3,911.05
30/06/2021	Closing Balance	0.00	0.00	0.00	3,911.05
Other Assets - Sundry Assets / Deposit - 173 East Street Rockhampton City QLD 4700					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
29/06/2021	Deposit	0.00	5,000.00	0.00	5,000.00

Date	Description	Quantity	Debits	Credits	Balance
30/06/2021	Closing Balance	0.00	0.00	0.00	5,000.00
Other Assets - Sundry Assets / Deposit - 181 East Street Rock Hampton City QLD 4700					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
10/12/2020	Deposit	0.00	5,000.00	0.00	5,000.00
19/02/2021	Deposit Refund	0.00	0.00	5,000.00	0.00
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Unsettled Trades / Acquisitions / Sundry Assets / Deposit - 173 East Street Rockhampton City QLD 4700					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
29/06/2021	Deposit	0.00	0.00	5,000.00	5,000.00
29/06/2021	Deposit	0.00	5,000.00	0.00	0.00
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Unsettled Trades / Acquisitions / Sundry Assets / Deposit - 181 East Street Rock Hampton City QLD 4700					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
10/12/2020	Deposit	0.00	0.00	5,000.00	5,000.00
10/12/2020	Deposit	0.00	5,000.00	0.00	0.00
19/02/2021	Deposit Refund	0.00	0.00	5,000.00	5,000.00
19/02/2021	Deposit Refund	0.00	5,000.00	0.00	0.00
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Unsettled Trades / Acquisitions / Sundry Creditor					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
10/12/2020	Deposit for property purchase from client	0.00	0.00	5,000.00	5,000.00
10/12/2020	Deposit for property purchase from client	0.00	5,000.00	0.00	0.00
23/02/2021	Reimbursement of deposit from property purchase cancelled	0.00	0.00	5,000.00	5,000.00
23/02/2021	Reimbursement of deposit from property purchase cancelled	0.00	5,000.00	0.00	0.00
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Receivables / Investment Income Receivable / Interest / Cash At Bank / Westpac DIY Super Working Account					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
26/02/2021	Interest Paid	0.00	0.00	0.09	0.09
26/02/2021	Interest Paid	0.00	0.09	0.00	0.00
31/03/2021	Interest Paid	0.00	0.00	0.08	0.08
31/03/2021	Interest Paid	0.00	0.08	0.00	0.00
30/04/2021	Interest Paid	0.00	0.00	0.07	0.07
30/04/2021	Interest Paid	0.00	0.07	0.00	0.00
31/05/2021	Interest Paid	0.00	0.00	0.07	0.07
31/05/2021	Interest Paid	0.00	0.07	0.00	0.00
30/06/2021	Interest Paid	0.00	0.00	0.07	0.07
30/06/2021	Interest Paid	0.00	0.07	0.00	0.00
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Receivables / Member Income Receivable / Rollovers In / Mr Angus Russell					

Date	Description	Quantity	Debits	Credits	Balance
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
29/01/2021	Deposit-Salary Qsuper Lump Sums Q Memb A88787	0.00	10,000.00	0.00	10,000.00
29/01/2021	RolloverIn Received	0.00	0.00	10,000.00	0.00
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Receivables / Member Income Receivable / Rollovers In / Mrs Traci Russell					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
28/01/2021	Deposit-Salary Qsuper Lump Sums Q Memb A34672	0.00	5,000.00	0.00	5,000.00
28/01/2021	RolloverIn Received	0.00	0.00	5,000.00	0.00
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Adviser Fee					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
16/04/2021	Withdrawal Online 2353504 Bpay Anz Cards Motley Fool subs	0.00	0.00	149.00	149.00
16/04/2021	Withdrawal Online 2353504 Bpay Anz Cards Motley Fool subs	0.00	149.00	0.00	0.00
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Sundry Assets / Deposit - 181 East Street Rock Hampton City QLD 4700					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
04/02/2021	Withdrawal-Osko Payment 1606050 A and T Russell Reimb Cqb Pest Inspect 181 East St	0.00	0.00	3,850.00	3,850.00

Date	Description	Quantity	Debits	Credits	Balance
04/02/2021	Withdrawal-Osko Payment 1606050 A and T Russell Reimb Cqb Pest Inspect 181 East St	0.00	3,850.00	0.00	0.00
18/02/2021	Withdrawal Online 3629309 Bpay Anz Cards Trustee exp reimb	0.00	0.00	256.45	256.45
18/02/2021	Withdrawal Online 3629309 Bpay Anz Cards Trustee exp reimb	0.00	256.45	0.00	0.00
03/03/2021	Withdrawal Online 5102587 Bpay Rapidpay L Foxlaw fees	0.00	0.00	1,833.88	1,833.88
03/03/2021	Withdrawal Online 5102587 Bpay Rapidpay L Foxlaw fees	0.00	1,833.88	0.00	0.00
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Sundry Liabilities / Sundry Creditor					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
10/12/2020	Deposit for property purchase from client	0.00	0.00	5,000.00	5,000.00
23/02/2021	Reimbursement of deposit from property purchase cancelled	0.00	5,000.00	0.00	0.00
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00
Fund Suspense / Westpac DIY Super Working Account					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
10/12/2020	Deposit-Osko Payment 2546304 Traci Russell 181 East purchase deposit 181 East purchase deposit	0.00	0.00	5,000.00	5,000.00
10/12/2020	Deposit-Osko Payment 2546304 Traci Russell 181 East purchase deposit 181 East purchase deposit	0.00	5,000.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
10/12/2020	Withdrawal-Osko Payment 1582597 Livingstone Re Trust Ac Sugart PI 181 East St deposit 181 East St deposit	0.00	0.00	5,000.00	5,000.00
10/12/2020	Withdrawal-Osko Payment 1582597 Livingstone Re Trust Ac Sugart PI 181 East St deposit 181 East St deposit	0.00	5,000.00	0.00	0.00
28/01/2021	Deposit-Salary Qsuper Lump Sums Q Memb A34672	0.00	0.00	5,000.00	5,000.00
28/01/2021	Deposit-Salary Qsuper Lump Sums Q Memb A34672	0.00	5,000.00	0.00	0.00
29/01/2021	Deposit-Salary Qsuper Lump Sums Q Memb A88787	0.00	0.00	10,000.00	10,000.00
29/01/2021	Deposit-Salary Qsuper Lump Sums Q Memb A88787	0.00	10,000.00	0.00	0.00
04/02/2021	Withdrawal-Osko Payment 1606050 A and T Russell Reimb Cqb Pest Inspect 181 East St	0.00	0.00	3,850.00	3,850.00
04/02/2021	Withdrawal-Osko Payment 1606050 A and T Russell Reimb Cqb Pest Inspect 181 East St	0.00	3,850.00	0.00	0.00
16/02/2021	Payment By Authority To Elders Insurance 1Egu720523Bpk	0.00	505.34	0.00	505.34
18/02/2021	Withdrawal Online 3629309 Bpay Anz Cards Trustee exp reimb	0.00	0.00	256.45	248.89
18/02/2021	Withdrawal Online 3629309 Bpay Anz Cards Trustee exp reimb	0.00	256.45	0.00	505.34
19/02/2021	Deposit Remitter Salesrefund1 181 East	0.00	0.00	5,000.00	4,494.66
19/02/2021	Deposit Remitter Salesrefund1 181 East	0.00	5,000.00	0.00	505.34
23/02/2021	Withdrawal-Osko Payment 1227540 A and T Russell Trustee funds reimbursement	0.00	0.00	5,000.00	4,494.66

Date	Description	Quantity	Debits	Credits	Balance
23/02/2021	Withdrawal-Osko Payment 1227540 A and T Russell Trustee funds reimbursement	0.00	5,000.00	0.00	505.34
24/02/2021	Deposit Elders Payments 00127907Egu720523B	0.00	0.00	505.34	0.00
24/02/2021	Deposit Elders Payments 00127907Egu720523B	0.00	505.34	0.00	505.34
24/02/2021	Payment By Authority To Elders Insurance 1Egu720523Bpk	0.00	0.00	505.34	0.00
26/02/2021	Interest Paid	0.00	0.00	0.09	0.09
26/02/2021	Interest Paid	0.00	0.09	0.00	0.00
03/03/2021	Withdrawal Online 5102587 Bpay Rapidpay L Foxlaw fees	0.00	0.00	1,833.88	1,833.88
03/03/2021	Withdrawal Online 5102587 Bpay Rapidpay L Foxlaw fees	0.00	1,833.88	0.00	0.00
31/03/2021	Interest Paid	0.00	0.00	0.08	0.08
31/03/2021	Interest Paid	0.00	0.08	0.00	0.00
16/04/2021	Withdrawal Online 2353504 Bpay Anz Cards Motley Fool subs	0.00	0.00	149.00	149.00
16/04/2021	Withdrawal Online 2353504 Bpay Anz Cards Motley Fool subs	0.00	149.00	0.00	0.00
30/04/2021	Interest Paid	0.00	0.00	0.07	0.07
30/04/2021	Interest Paid	0.00	0.07	0.00	0.00
31/05/2021	Interest Paid	0.00	0.00	0.07	0.07
31/05/2021	Interest Paid	0.00	0.07	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
29/06/2021	Withdrawal-Osko Payment 1161138 Livingstone Re Trust Ac Deposit 173 East Street	0.00	0.00	5,000.00	5,000.00
29/06/2021	Withdrawal-Osko Payment 1161138 Livingstone Re Trust Ac Deposit 173 East Street	0.00	5,000.00	0.00	0.00
30/06/2021	Interest Paid	0.00	0.00	0.07	0.07
30/06/2021	Interest Paid	0.00	0.07	0.00	0.00
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00
Member Entitlement Accounts / Mr Angus Russell / Accumulation					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
29/01/2021	Deposit-Salary Qsuper Lump Sums Q Memb A88787	0.00	0.00	10,000.00	10,000.00
30/06/2021	Investment Profit or Loss	0.00	4,050.48	0.00	5,949.52
30/06/2021	Closing Balance	0.00	0.00	0.00	5,949.52
Member Entitlement Accounts / Mrs Traci Russell / Accumulation					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
28/01/2021	Deposit-Salary Qsuper Lump Sums Q Memb A34672	0.00	0.00	5,000.00	5,000.00
30/06/2021	Investment Profit or Loss	0.00	2,038.47	0.00	2,961.53
30/06/2021	Closing Balance	0.00	0.00	0.00	2,961.53

Permanent Documents

[OCR_Sugart PL ATF signed EA feb 2023_000003.pdf](#)

[Sugart Pty Ltd_ASIC Extract.pdf](#)

[Sugart Pty Ltd SMSF Trust Deed.pdf](#)

[OCR_Sugart Pty Ltd Trustee & Director decs signed sept 20_000016.pdf](#)

[OCR_Sugart Pty Ltd ATO Trustee declaration 2020_000017.pdf](#)

[OCR_Sugart Pty Ltd Trust Deed \(signed pages\)_000018.pdf](#)

The A & T Russell Super Fund
Investment Income Comparison Report
 For the period 1 July 2020 to 30 June 2021

Payment Date	Income Type	Ledger Data		Diff *	Announcement Data					
		Total Income	Tax Credits+		Quantity	Held < 45 Days	Amount Per Unit	Total Income	Tax Credits+	
Cash At Bank										
WBC.BACCT: Westpac DIY Super Working Account										
26/02/2021	Interest	0.09	0.00							
31/03/2021	Interest	0.08	0.00							
30/04/2021	Interest	0.07	0.00							
31/05/2021	Interest	0.07	0.00							
30/06/2021	Interest	0.07	0.00							
		0.38	0.00							
Total		0.38	0.00							

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

The A & T Russell Super Fund

Members Summary Report - For the period 1/07/2020 to 30/06/2021

Member's Detail	Opening Balance	Increases				Decreases					Closing Balance	
		Contrib	Tran In	Profit	Ins Proc	Tax	Exp	Ins Prem	Tran Out	Ben Paid		
Mrs Traci Russell												
43 Corberry Street The Range QLD 4700												
Accumulation	Accumulation	0.00	0.00	5,000.00	(2,038.47)	0.00	0.00	0.00	0.00	0.00	0.00	2,961.53
		0.00	0.00	5,000.00	(2,038.47)	0.00	0.00	0.00	0.00	0.00	0.00	2,961.53
Mr Angus Russell												
43 Corberry Street The Range QLD 4700												
Accumulation	Accumulation	0.00	0.00	10,000.00	(4,050.48)	0.00	0.00	0.00	0.00	0.00	0.00	5,949.52
		0.00	0.00	10,000.00	(4,050.48)	0.00	0.00	0.00	0.00	0.00	0.00	5,949.52
		0.00	0.00	15,000.00	(6,088.95)	0.00	0.00	0.00	0.00	0.00	0.00	8,911.05

The A & T Russell Super Fund
Investment Income Summary
For the period 1 July 2020 to 30 June 2021

Total Income	Add			Less					Taxable Income (excluding Capital Gains)	Indexed Capital Gains *	Discounted Capital Gains *	Other Capital Gains *	CGT Concession Amount *	
	Franking Credits	Foreign Credits	TFN Credits	Tax Free	Tax Exempt	Tax Deferred	Distributed Capital Gains	GST						
<i>Bank</i>														
Westpac DIY Super Working Account														
0.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.38	0.00	0.00	0.00	0.00	0.00
0.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.38	0.00	0.00	0.00	0.00	0.00
0.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.38	0.00	0.00	0.00	0.00	0.00

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

The A & T Russell Super Fund
 (ABN: 48 325 593 569)

Consolidated Member Benefit Totals

Period	Member Account Details
1 July 2020 - 30 June 2021	Residential Address: 43 Corberry Street The Range, QLD 4700
Member	Number: 1
Mrs Traci Rae Russell	Date of Birth: 31 March 1966 Date Joined Fund: 25 September 2020 Eligible Service Date: 29 October 1984 Tax File Number Held: Yes

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

Your Accounts

Withdrawal Benefit as at 1 Jul 2020	
Accumulation	-
Total as at 1 Jul 2020	<u>-</u>

Withdrawal Benefit as at 30 Jun 2021	
Accumulation	2,961.53
Total as at 30 Jun 2021	<u>2,961.53</u>

Your Tax Components

Tax Free	173.51
Taxable - Taxed	2,788.02
Taxable - Untaxed	-

Your Preservation Components

Preserved	-
Restricted Non Preserved	-
Unrestricted Non Preserved	2,961.53

Your Insurance Benefits

No insurance details have been recorded

Your Beneficiaries

No beneficiary details have been recorded

For Enquiries:
 phone 0438329346 | email angus_traci@optusnet.com.au
 mail The A & T Russell Super Fund, 43Corberry Street, The Range QLD 4700

The A & T Russell Super Fund
(ABN: 48 325 593 569)

Member Benefit Statement

Period	Member Account Details
1 July 2020 - 30 June 2021	Residential Address: 43 Corberry Street The Range, QLD 4700
Member Number: 1	Date of Birth: 31 March 1966
Mrs Traci Rae Russell	Date Joined Fund: 25 September 2020
Accumulation Account	Eligible Service Date: 29 October 1984
Accumulation	Tax File Number Held: Yes
	Account Start Date: 25 September 2020

Your Account Summary	
Withdrawal Benefit as at 1 Jul 2020	-
<i><u>Increases to your account:</u></i>	
Rollovers In	5,000.00
<u>Total Increases</u>	5,000.00
<i><u>Decreases to your account:</u></i>	
Share Of Net Fund Income	2,038.47
<u>Total Decreases</u>	2,038.47
Withdrawal Benefit as at 30 Jun 2021	<u><u>2,961.53</u></u>

Your Tax Components		
Tax Free	5.8588 %	173.51
Taxable - Taxed		2,788.02
Taxable - Untaxed		-

Your Preservation Components	
Preserved	-
Restricted Non Preserved	-
Unrestricted Non Preserved	2,961.53

Your Insurance Benefits
No insurance details have been recorded

Your Beneficiaries
No beneficiary details have been recorded

For Enquiries:
phone 0438329346 | email angus_traci@optusnet.com.au
mail The A & T Russell Super Fund, 43Corberry Street, The Range QLD 4700



Trustee

The Trustee of the Fund is as follows:

Sugart Pty Ltd

The directors of the Trustee company are:

Angus Russell and
Traci Russell

Availability of Other Fund Information

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

Trustee Disclaimer

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

Signed on behalf of the Trustee of the Fund

.....
Angus Russell
Director - Sugart Pty Ltd

.....
Traci Russell
Director - Sugart Pty Ltd

Statement Date: 30 June 2021

For Enquiries:
phone 0438329346 | email angus_traci@optusnet.com.au
mail The A & T Russell Super Fund, 43Corberry Street, The Range QLD 4700

The A & T Russell Super Fund
(ABN: 48 325 593 569)

Consolidated Member Benefit Totals

Period	Member Account Details
1 July 2020 - 30 June 2021	Residential Address: 43 Corberry Street The Range, QLD 4700
Member	Number: 2
Mr Angus John Russell	Date of Birth: 23 July 1966 Date Joined Fund: 25 September 2020 Eligible Service Date: 5 June 1989 Tax File Number Held: Yes

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

Your Accounts	
Withdrawal Benefit as at 1 Jul 2020	
Accumulation	-
Total as at 1 Jul 2020	<u>-</u>
Withdrawal Benefit as at 30 Jun 2021	
Accumulation	5,949.52
Total as at 30 Jun 2021	<u><u>5,949.52</u></u>

Your Tax Components	
Tax Free	412.39
Taxable - Taxed	5,537.13
Taxable - Untaxed	-

Your Preservation Components	
Preserved	-
Restricted Non Preserved	-
Unrestricted Non Preserved	5,949.52

Your Insurance Benefits

No insurance details have been recorded

Your Beneficiaries

No beneficiary details have been recorded

For Enquiries:
phone 0438329346 | email angus_traci@optusnet.com.au
mail The A & T Russell Super Fund, 43Corberry Street, The Range QLD 4700

The A & T Russell Super Fund
 (ABN: 48 325 593 569)

Member Benefit Statement

Period	Member Account Details
1 July 2020 - 30 June 2021	Residential Address: 43 Corberry Street The Range, QLD 4700
Member Number: 2	Date of Birth: 23 July 1966
Mr Angus John Russell	Date Joined Fund: 25 September 2020
Accumulation Account	Eligible Service Date: 5 June 1989
Accumulation	Tax File Number Held: Yes
	Account Start Date: 25 September 2020

Your Account Summary

Withdrawal Benefit as at 1 Jul 2020	-
<i><u>Increases to your account:</u></i>	
Rollovers In	10,000.00
<u>Total Increases</u>	10,000.00
<i><u>Decreases to your account:</u></i>	
Share Of Net Fund Income	4,050.48
<u>Total Decreases</u>	4,050.48
Withdrawal Benefit as at 30 Jun 2021	<u><u>5,949.52</u></u>

Your Tax Components

Tax Free	6.9315 %	412.39
Taxable - Taxed		5,537.13
Taxable - Untaxed		-

Your Preservation Components

Preserved	-
Restricted Non Preserved	-
Unrestricted Non Preserved	5,949.52

Your Insurance Benefits

No insurance details have been recorded

Your Beneficiaries

No beneficiary details have been recorded

For Enquiries:
 phone 0438329346 | email angus_traci@optusnet.com.au
 mail The A & T Russell Super Fund, 43Corberry Street, The Range QLD 4700



Trustee

The Trustee of the Fund is as follows:

Sugart Pty Ltd

The directors of the Trustee company are:

Angus Russell and
Traci Russell

Availability of Other Fund Information

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

Trustee Disclaimer

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

Signed on behalf of the Trustee of the Fund

.....
Angus Russell
Director - Sugart Pty Ltd

.....
Traci Russell
Director - Sugart Pty Ltd

Statement Date: 30 June 2021

For Enquiries:
phone 0438329346 | email angus_traci@optusnet.com.au
mail The A & T Russell Super Fund, 43Corberry Street, The Range QLD 4700

From Buyer

SUGART PTY LTD ATF THE A & T RUSSELL SUPER FUND

Receipt Number 23002
Received Date 29/06/21
Completed Date 30/06/21
Payment Methods DEPOSIT

Property

Carrington Way Pty Ltd A.C.N. 068 286 591 Trustee Under
Instrument 709434320, Cecile Ryan
173 East ST, Rockhampton QLD

To	Type	Details	Amount
173 East ST, Rockhampton QLD	Sale Deposit	Sale Deposit - SUGART PTY LTD ATF THE A & T RUSSELL SUPER FUND	\$5,000.00

Total Incl GST

\$5,000.00

Five Thousand Dollars

Completed By: Adelaide Tait

Signed: 

Foxlaw Pty Ltd

ABN 88 162 499 185

PO Box 1276
Rockhampton QLD 4700
Ph. 07 4927 8374
teamfox@foxlaw.com.au

Office Account Receipt

Receipt A & T Russell Super Fund via RapidPay

Date: 5/03/2021

Receipt No.: 4353

Memo: RapidPay Payment: Professional fees and disbursement, Inv4116

Payment Method	Amount	Amount in words
RapidPay	\$1,833.88	One Thousand Eight Hundred And Thirty Three Dollars And Eighty Eight Cents

Invoice Date	Invoice No	Invoice Memo	Matter & Client Details	Amount
18/02/2021	4116	20203861:SK A & T Russell Super Fund, Sugart Pty Ltd as Trustee Purchase from Schlencker and Schlencker - 181 East Street, Rockhampton City; Instrument 706583596	20203861:SK, Sugart Pty Ltd as Trustee Purchase from Schlencker and Schlencker - 181 East Street, Rockhampton City A & T Russell Super Fund	\$1,833.88
Total:				\$1,833.88

Receipt made out by: RapidPay

RapidPay payment systems on behalf of Foxlaw Pty Ltd

From Buyer
SUGART PTY LTD ATF THE A & T RUSSELL SUPER FUND

Receipt Number 17456
Received Date 10/12/20
Completed Date 11/12/20
Payment Methods DEPOSIT

Property
CHARLES RODNEY SCHLENCKER & CHERYL LORRAINE
SCHLENCKER TRUSTEE UNDER INSTRUMENT 706583596
181 East ST, Rockhampton QLD

To	Type	Details	Amount
181 East ST, Rockhampton QLD	Sale Deposit	Sale Deposit - SUGART PTY LTD ATF THE A & T RUSSELL SUPER FUND	\$5,000.00

Total Incl GST **\$5,000.00**

Five Thousand Dollars

Completed By: Lacey Smith

Signed: 



CQ Building & Pest Inspections Pty Ltd

Rockhampton
PO Box 5288
North Rockhampton
Qld 4701

Ph 1300 799 643
cqbuildingandpest@bigpond.com.au

Gladstone
PO Box 5416
Gladstone
Qld 4680

Tax Invoice

ABN: 15 101 266 826

Invoice Number: CQ 15815
Date: 23/01/2021

Invoice To: Sugart Pth Ltd ATF The A&T Russell Super Fund 43 Corberry Street The Range QLD 4700	Inspection Address: 181 East Street Rockhampton QLD 4700
---	--

Description of service	Amount Due
Building Inspection Report	\$ 3850.00
Pest Inspection Report	\$ 295.00
Discount:	\$ 295.00
Total:	\$ 3850.00
GST included in total:	\$ 350.00
Total amount payable (Inc. GST)	\$ 3850.00

PAID



Statement Period
19 November 2020 - 30 November 2020

Westpac DIY Super Working Account

Account Name
SUGART PTY. LTD. ATF SUGART PTY
LTD ATF THE A&T RUSSELL SUPER
FUND

Customer ID
5769 7855 SUGART PTY. LTD.

BSB Account Number
034-210 458 656

Opening Balance	\$0.00
Total Credits	+ \$0.00
Total Debits	- \$0.00
Closing Balance	\$0.00

INTEREST RATES (PER ANNUM) ON CREDIT BALANCES

Effective Date	\$0 to \$9999	Over \$9999 to \$49999	Over \$49999 to \$99999	Over \$99999 to \$499999
19 Nov 2020	0.01 %	0.01 %	0.01 %	0.01 %

Effective Date	Over \$499999
19 Nov 2020	0.02 %

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
19/11/20	STATEMENT OPENING BALANCE			0.00
30/11/20	CLOSING BALANCE			0.00

CONVENIENCE AT YOUR FINGERTIPS

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



MORE INFORMATION

Further information in relation to your account, including details of product benefits and applicable fees and charges, is available on request. That information is also contained in the Product Disclosure Statement (PDS) or other disclosure document for your account. For a copy of that document, or if you have any other enquiries, you can call Telephone Banking on 132 032 from Australia or +61 2 9293 9270 from overseas.

The above Closing Balance amount may not be the same as the balance payable to you on closure of your account (the 'termination value'). Details of the termination value can be obtained by calling Telephone Banking on the numbers quoted above. Further information on how to close accounts, including calculation of the termination value, is contained in the Product Disclosure Statement (PDS) booklet or other disclosure document for your account.

We have an internal process for handling and resolving any problem you may have with, or complaints relating to, your account or this product. Information about this process can be found in the Product Disclosure Statement (PDS) or other disclosure document for your account, or you can contact us on 1300 130 467.

Remember, if you have a card, always keep your passcode (PIN) secret - don't tell anyone or let them see it. Never write your passcode on your card or on anything that could be lost or stolen. If you do need to record a reminder, you must make every effort to disguise it. You may be liable for losses if you don't protect your passcode. To help you learn how you can protect your card against unauthorised transactions, you can find more information at westpac.com.au/dispute. If you are a business customer, please go to westpac.com.au/businessdispute

Westpac Live



Find out about Online Banking at westpac.com.au/westpaclive

Telephone Banking



Call us on 132 032
+61 2 9293 9270 if overseas

Local Branch



Find branches and ATMs at westpac.com.au/locateus

THANK YOU FOR BANKING WITH WESTPAC



Statement Period
30 November 2020 - 31 December 2020

Westpac DIY Super Working Account

Account Name
SUGART PTY. LTD. ATF SUGART PTY
LTD ATF THE A&T RUSSELL SUPER
FUND

Customer ID
5769 7855 SUGART PTY. LTD.

BSB Account Number
034-210 458 656

Opening Balance	\$0.00
Total Credits	+ \$5,000.00
Total Debits	- \$5,000.00
Closing Balance	\$0.00

INTEREST RATES (PER ANNUM) ON CREDIT BALANCES

Effective Date	\$0 to \$9999	Over \$9999 to \$49999	Over \$49999 to \$99999	Over \$99999 to \$499999
19 Nov 2020	0.01 %	0.01 %	0.01 %	0.01 %

Effective Date	Over \$499999
19 Nov 2020	0.02 %

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
30/11/20	STATEMENT OPENING BALANCE			0.00
10/12/20	Deposit-Osko Payment 2546304 Traci Russell 181 East purchase deposit 181 East purchase deposit		5,000.00	5,000.00
10/12/20	Withdrawal-Osko Payment 1582597 Livingstone Re Trust Ac Sugart PI 181 East St deposit 181 East St deposit	5,000.00		0.00
31/12/20	CLOSING BALANCE			0.00

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 034-210 45-8656

Transaction fee(s) period 19 NOV 2020 to 30 NOV 2020

Total \$0.00

MORE INFORMATION

Further information in relation to your account, including details of product benefits and applicable fees and charges, is available on request. That information is also contained in the Product Disclosure Statement (PDS) or other disclosure document for your account. For a copy of that document, or if you have any other enquiries, you can call Telephone Banking on 132 032 from Australia or +61 2 9293 9270 from overseas.

The above Closing Balance amount may not be the same as the balance payable to you on closure of your account (the 'termination value'). Details of the termination value can be obtained by calling Telephone Banking on the numbers quoted above. Further information on how to close accounts, including calculation of the termination value, is contained in the Product Disclosure Statement (PDS) booklet or other disclosure document for your account.

We have an internal process for handling and resolving any problem you may have with, or complaints relating to, your account or this product. Information about this process can be found in the Product Disclosure Statement (PDS) or other disclosure document for your account, or you can contact us on 1300 130 467.

Remember, if you have a card, always keep your passcode (PIN) secret - don't tell anyone or let them see it. Never write your passcode on your card or on anything that could be lost or stolen. If you do need to record a reminder, you must make every effort to disguise it. You may be liable for losses if you don't protect your passcode. To help you learn how you can protect your card against unauthorised transactions, you can find more information at westpac.com.au/dispute. If you are a business customer, please go to westpac.com.au/businessdispute

Westpac Live



Find out about Online Banking
at westpac.com.au/westpaclive

Telephone Banking



Call us on 132 032
+61 2 9293 9270 if overseas

Local Branch



Find branches and ATMs at
westpac.com.au/locateus

THANK YOU FOR BANKING WITH WESTPAC



Statement Period
31 December 2020 - 29 January 2021

Westpac DIY Super Working Account

Account Name
SUGART PTY. LTD. ATF SUGART PTY
LTD ATF THE A&T RUSSELL SUPER
FUND

Customer ID
5769 7855 SUGART PTY. LTD.

BSB Account Number
034-210 458 656

Opening Balance	\$0.00
Total Credits	+ \$15,000.00
Total Debits	- \$0.00
Closing Balance	+ \$15,000.00

INTEREST RATES (PER ANNUM) ON CREDIT BALANCES

Effective Date	\$0 to \$9999	Over \$9999 to \$49999	Over \$49999 to \$99999	Over \$99999 to \$499999
19 Nov 2020	0.01 %	0.01 %	0.01 %	0.01 %

Effective Date	Over \$499999
19 Nov 2020	0.02 %

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
31/12/20	STATEMENT OPENING BALANCE			0.00
28/01/21	Deposit-Salary Qsuper Lump Sums Q Memb A34672		5,000.00	5,000.00
29/01/21	Deposit-Salary Qsuper Lump Sums Q Memb A88787		10,000.00	15,000.00
29/01/21	CLOSING BALANCE			15,000.00

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 034-210 45-8656

Transaction fee(s) period 01 DEC 2020 to 31 DEC 2020

Total \$0.00



MORE INFORMATION

Further information in relation to your account, including details of product benefits and applicable fees and charges, is available on request. That information is also contained in the Product Disclosure Statement (PDS) or other disclosure document for your account. For a copy of that document, or if you have any other enquiries, you can call Telephone Banking on 132 032 from Australia or +61 2 9293 9270 from overseas.

The above Closing Balance amount may not be the same as the balance payable to you on closure of your account (the 'termination value'). Details of the termination value can be obtained by calling Telephone Banking on the numbers quoted above. Further information on how to close accounts, including calculation of the termination value, is contained in the Product Disclosure Statement (PDS) booklet or other disclosure document for your account.

We have an internal process for handling and resolving any problem you may have with, or complaints relating to, your account or this product. Information about this process can be found in the Product Disclosure Statement (PDS) or other disclosure document for your account, or you can contact us on 1300 130 467.

Remember, if you have a card, always keep your passcode (PIN) secret - don't tell anyone or let them see it. Never write your passcode on your card or on anything that could be lost or stolen. If you do need to record a reminder, you must make every effort to disguise it. You may be liable for losses if you don't protect your passcode. To help you learn how you can protect your card against unauthorised transactions, you can find more information at westpac.com.au/dispute. If you are a business customer, please go to westpac.com.au/businessdispute

Information for customers that have a Westpac Transaction account for personal use, and have a Commonwealth Concession or Health Care card (Concession card).

The Westpac Choice Concession account is a transaction account designed for Concession card holders and offers no monthly service fees, no outward dishonour fees, no account overdrawn fees and there are no informal overdrafts (except where it is impossible or reasonably impractical for us to prevent your account from being overdrawn).

To be eligible for this account, you must have your government payments paid into the account. There is a limit of one Westpac Choice Concession account per customer, this includes joint account holders. All account holders must be eligible.

If you would like more information or would like to apply for the Westpac Choice Concession account please visit www.westpac.com.au/personal-banking/bank-accounts/transaction/choice/basic/, call 132 032 or visit your local branch.

Before making a decision about any of our products, please read all the terms and conditions available at westpac.com.au and consider whether the product is right for you. Please consider that the features of the Concession account may differ to the features and benefits of your existing account. To view our full range of transaction accounts visit www.westpac.com.au/personal-banking/bank-accounts/transaction/

Westpac Live



Find out about Online Banking
at westpac.com.au/westpaclive

Telephone Banking



Call us on 132 032
+61 2 9293 9270 if overseas

Local Branch



Find branches and ATMs at
westpac.com.au/locateus

THANK YOU FOR BANKING WITH WESTPAC



Statement Period
29 January 2021 - 26 February 2021

Westpac DIY Super Working Account

Account Name
SUGART PTY. LTD. ATF SUGART PTY
LTD ATF THE A&T RUSSELL SUPER
FUND

Customer ID
5769 7855 SUGART PTY. LTD.

BSB Account Number
034-210 458 656

Opening Balance	+ \$15,000.00
Total Credits	+ \$5,505.43
Total Debits	- \$9,611.79
Closing Balance	+ \$10,893.64

INTEREST RATES (PER ANNUM) ON CREDIT BALANCES

Effective Date	\$0 to \$9999	Over \$9999 to \$49999	Over \$49999 to \$99999	Over \$99999 to \$499999
19 Nov 2020	0.01 %	0.01 %	0.01 %	0.01 %

Effective Date	Over \$499999
19 Nov 2020	0.02 %

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
29/01/21	STATEMENT OPENING BALANCE			15,000.00
04/02/21	Withdrawal-Osko Payment 1606050 A and T Russell Reimb Cqb Pest Inspect 181 East St	3,850.00		11,150.00
16/02/21	Payment By Authority To Elders Insurance 1Egu720523Bpk	505.34		10,644.66
18/02/21	Withdrawal Online 3629309 Bpay Anz Cards Trustee exp reimb	256.45		10,388.21
19/02/21	Deposit Remitter Salesrefund181East		5,000.00	15,388.21
23/02/21	Withdrawal-Osko Payment 1227540 A and T Russell Trustee funds reimbursement	5,000.00		10,388.21
24/02/21	Deposit Elders Payments 00127907Egu720523B		505.34	10,893.55
26/02/21	Interest Paid		0.09	10,893.64
26/02/21	CLOSING BALANCE			10,893.64



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 034-210 45-8656

Transaction fee(s) period 01 JAN 2021 to 31 JAN 2021

Total \$0.00



MORE INFORMATION

Further information in relation to your account, including details of product benefits and applicable fees and charges, is available on request. That information is also contained in the Product Disclosure Statement (PDS) or other disclosure document for your account. For a copy of that document, or if you have any other enquiries, you can call Telephone Banking on 132 032 from Australia or +61 2 9293 9270 from overseas.

The above Closing Balance amount may not be the same as the balance payable to you on closure of your account (the 'termination value'). Details of the termination value can be obtained by calling Telephone Banking on the numbers quoted above. Further information on how to close accounts, including calculation of the termination value, is contained in the Product Disclosure Statement (PDS) booklet or other disclosure document for your account.

We have an internal process for handling and resolving any problem you may have with, or complaints relating to, your account or this product. Information about this process can be found in the Product Disclosure Statement (PDS) or other disclosure document for your account, or you can contact us on 1300 130 467.

Remember, if you have a card, always keep your passcode (PIN) secret - don't tell anyone or let them see it. Never write your passcode on your card or on anything that could be lost or stolen. If you do need to record a reminder, you must make every effort to disguise it. You may be liable for losses if you don't protect your passcode. To help you learn how you can protect your card against unauthorised transactions, you can find more information at westpac.com.au/dispute. If you are a business customer, please go to westpac.com.au/businessdispute

Information for customers that have a Westpac Transaction account for personal use, and have a Commonwealth Concession or Health Care card (Concession card).

The Westpac Choice Concession account is a transaction account designed for Concession card holders and offers no monthly service fees, no outward dishonour fees, no account overdrawn fees and there are no informal overdrafts (except where it is impossible or reasonably impractical for us to prevent your account from being overdrawn).

To be eligible for this account, you must have your government payments paid into the account. There is a limit of one Westpac Choice Concession account per customer, this includes joint account holders. All account holders must be eligible.

If you would like more information or would like to apply for the Westpac Choice Concession account please visit www.westpac.com.au/personal-banking/bank-accounts/transaction/choice/basic/, call 132 032 or visit your local branch.

Before making a decision about any of our products, please read all the terms and conditions available at westpac.com.au and consider whether the product is right for you. Please consider that the features of the Concession account may differ to the features and benefits of your existing account. To view our full range of transaction accounts visit www.westpac.com.au/personal-banking/bank-accounts/transaction/

Westpac Live



Find out about Online Banking
at westpac.com.au/westpaclive

Telephone Banking



Call us on 132 032
+61 2 9293 9270 if overseas

Local Branch



Find branches and ATMs at
westpac.com.au/locateus

THANK YOU FOR BANKING WITH WESTPAC



Statement Period
26 February 2021 - 31 March 2021

Westpac DIY Super Working Account

Account Name
SUGART PTY. LTD. ATF SUGART PTY
LTD ATF THE A&T RUSSELL SUPER
FUND

Customer ID
5769 7855 SUGART PTY. LTD.

BSB Account Number
034-210 458 656

Opening Balance	+ \$10,893.64
Total Credits	+ \$0.08
Total Debits	- \$1,833.88
Closing Balance	+ \$9,059.84

INTEREST RATES (PER ANNUM) ON CREDIT BALANCES

Effective Date	\$0 to \$9999	Over \$9999 to \$49999	Over \$49999 to \$99999	Over \$99999 to \$499999
19 Nov 2020	0.01 %	0.01 %	0.01 %	0.01 %

Effective Date	Over \$499999
19 Nov 2020	0.02 %

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
26/02/21	STATEMENT OPENING BALANCE			10,893.64
03/03/21	Withdrawal Online 5102587 Bpay Rapidpay L			
	Foxlaw fees	1,833.88		9,059.76
31/03/21	Interest Paid		0.08	9,059.84
31/03/21	CLOSING BALANCE			9,059.84

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 034-210 45-8656

Transaction fee(s) period 01 FEB 2021 to 28 FEB 2021

Total \$0.00



MORE INFORMATION

Further information in relation to your account, including details of product benefits and applicable fees and charges, is available on request. That information is also contained in the Product Disclosure Statement (PDS) or other disclosure document for your account. For a copy of that document, or if you have any other enquiries, you can call Telephone Banking on 132 032 from Australia or +61 2 9293 9270 from overseas.

The above Closing Balance amount may not be the same as the balance payable to you on closure of your account (the 'termination value'). Details of the termination value can be obtained by calling Telephone Banking on the numbers quoted above. Further information on how to close accounts, including calculation of the termination value, is contained in the Product Disclosure Statement (PDS) booklet or other disclosure document for your account.

We have an internal process for handling and resolving any problem you may have with, or complaints relating to, your account or this product. Information about this process can be found in the Product Disclosure Statement (PDS) or other disclosure document for your account, or you can contact us on 1300 130 467.

Remember, if you have a card, always keep your passcode (PIN) secret - don't tell anyone or let them see it. Never write your passcode on your card or on anything that could be lost or stolen. If you do need to record a reminder, you must make every effort to disguise it. You may be liable for losses if you don't protect your passcode. To help you learn how you can protect your card against unauthorised transactions, you can find more information at westpac.com.au/dispute. If you are a business customer, please go to westpac.com.au/businessdispute

Information for customers that have a Westpac Transaction account for personal use, and have a Commonwealth Concession or Health Care card (Concession card).

The Westpac Choice Concession account is a transaction account designed for Concession card holders and offers no monthly service fees, no outward dishonour fees, no account overdrawn fees and there are no informal overdrafts (except where it is impossible or reasonably impractical for us to prevent your account from being overdrawn).

To be eligible for this account, you must have your government payments paid into the account. There is a limit of one Westpac Choice Concession account per customer, this includes joint account holders. All account holders must be eligible.

If you would like more information or would like to apply for the Westpac Choice Concession account please visit www.westpac.com.au/personal-banking/bank-accounts/transaction/choice/basic/, call 132 032 or visit your local branch.

Before making a decision about any of our products, please read all the terms and conditions available at westpac.com.au and consider whether the product is right for you. Please consider that the features of the Concession account may differ to the features and benefits of your existing account. To view our full range of transaction accounts visit www.westpac.com.au/personal-banking/bank-accounts/transaction/

Westpac Live



Find out about Online Banking
at westpac.com.au/westpaclive

Telephone Banking



Call us on 132 032
+61 2 9293 9270 if overseas

Local Branch



Find branches and ATMs at
westpac.com.au/locateus

THANK YOU FOR BANKING WITH WESTPAC



Statement Period
31 March 2021 - 30 April 2021

Westpac DIY Super Working Account

Account Name
SUGART PTY. LTD. ATF SUGART PTY
LTD ATF THE A&T RUSSELL SUPER
FUND

Customer ID
5769 7855 SUGART PTY. LTD.

BSB Account Number
034-210 458 656

Opening Balance	+ \$9,059.84
Total Credits	+ \$0.07
Total Debits	- \$149.00
Closing Balance	+ \$8,910.91

INTEREST RATES (PER ANNUM) ON CREDIT BALANCES

Effective Date	\$0 to \$9999	Over \$9999 to \$49999	Over \$49999 to \$99999	Over \$99999 to \$499999
19 Nov 2020	0.01 %	0.01 %	0.01 %	0.01 %

Effective Date	Over \$499999
19 Nov 2020	0.02 %

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
31/03/21	STATEMENT OPENING BALANCE			9,059.84
16/04/21	Withdrawal Online 2353504 Bpay Anz Cards			
	Motley Fool subs	149.00		8,910.84
30/04/21	Interest Paid		0.07	8,910.91
30/04/21	CLOSING BALANCE			8,910.91

CONVENIENCE AT YOUR FINGERTIPS

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



MORE INFORMATION

Further information in relation to your account, including details of product benefits and applicable fees and charges, is available on request. That information is also contained in the Product Disclosure Statement (PDS) or other disclosure document for your account. For a copy of that document, or if you have any other enquiries, you can call Telephone Banking on 132 032 from Australia or +61 2 9293 9270 from overseas.

The above Closing Balance amount may not be the same as the balance payable to you on closure of your account (the 'termination value'). Details of the termination value can be obtained by calling Telephone Banking on the numbers quoted above. Further information on how to close accounts, including calculation of the termination value, is contained in the Product Disclosure Statement (PDS) booklet or other disclosure document for your account.

We have an internal process for handling and resolving any problem you may have with, or complaints relating to, your account or this product. Information about this process can be found in the Product Disclosure Statement (PDS) or other disclosure document for your account, or you can contact us on 1300 130 467.

Remember, if you have a card, always keep your passcode (PIN) secret - don't tell anyone or let them see it. Never write your passcode on your card or on anything that could be lost or stolen. If you do need to record a reminder, you must make every effort to disguise it. You may be liable for losses if you don't protect your passcode. To help you learn how you can protect your card against unauthorised transactions, you can find more information at westpac.com.au/dispute. If you are a business customer, please go to westpac.com.au/businessdispute

Information for customers that have a Westpac Transaction account for personal use, and have a Commonwealth Concession or Health Care card (Concession card).

The Westpac Choice Concession account is a transaction account designed for Concession card holders and offers no monthly service fees, no outward dishonour fees, no account overdrawn fees and there are no informal overdrafts (except where it is impossible or reasonably impractical for us to prevent your account from being overdrawn).

To be eligible for this account, you must have your government payments paid into the account. There is a limit of one Westpac Choice Concession account per customer, this includes joint account holders. All account holders must be eligible.

If you would like more information or would like to apply for the Westpac Choice Concession account please visit www.westpac.com.au/personal-banking/bank-accounts/transaction/choice/basic/, call 132 032 or visit your local branch.

Before making a decision about any of our products, please read all the terms and conditions available at westpac.com.au and consider whether the product is right for you. Please consider that the features of the Concession account may differ to the features and benefits of your existing account. To view our full range of transaction accounts visit www.westpac.com.au/personal-banking/bank-accounts/transaction/

Westpac Live



Find out about Online Banking
at westpac.com.au/westpaclive

Telephone Banking



Call us on 132 032
+61 2 9293 9270 if overseas

Local Branch



Find branches and ATMs at
westpac.com.au/locateus

THANK YOU FOR BANKING WITH WESTPAC



Statement Period
30 April 2021 - 31 May 2021

Westpac DIY Super Working Account

Account Name
SUGART PTY. LTD. ATF SUGART PTY
LTD ATF THE A&T RUSSELL SUPER
FUND

Customer ID
5769 7855 SUGART PTY. LTD.

BSB Account Number
034-210 458 656

Opening Balance	+ \$8,910.91
Total Credits	+ \$0.07
Total Debits	- \$0.00
Closing Balance	+ \$8,910.98

INTEREST RATES (PER ANNUM) ON CREDIT BALANCES

Effective Date	\$0 to \$9999	Over \$9999 to \$49999	Over \$49999 to \$99999	Over \$99999 to \$499999
19 Nov 2020	0.01 %	0.01 %	0.01 %	0.01 %

Effective Date	Over \$499999
19 Nov 2020	0.02 %

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
30/04/21	STATEMENT OPENING BALANCE			8,910.91
31/05/21	Interest Paid		0.07	8,910.98
31/05/21	CLOSING BALANCE			8,910.98

CONVENIENCE AT YOUR FINGERTIPS

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



MORE INFORMATION

Further information in relation to your account, including details of product benefits and applicable fees and charges, is available on request. That information is also contained in the Product Disclosure Statement (PDS) or other disclosure document for your account. For a copy of that document, or if you have any other enquiries, you can call Telephone Banking on 132 032 from Australia or +61 2 9293 9270 from overseas.

The above Closing Balance amount may not be the same as the balance payable to you on closure of your account (the 'termination value'). Details of the termination value can be obtained by calling Telephone Banking on the numbers quoted above. Further information on how to close accounts, including calculation of the termination value, is contained in the Product Disclosure Statement (PDS) booklet or other disclosure document for your account.

We have an internal process for handling and resolving any problem you may have with, or complaints relating to, your account or this product. Information about this process can be found in the Product Disclosure Statement (PDS) or other disclosure document for your account, or you can contact us on 1300 130 467.

Remember, if you have a card, always keep your passcode (PIN) secret - don't tell anyone or let them see it. Never write your passcode on your card or on anything that could be lost or stolen. If you do need to record a reminder, you must make every effort to disguise it. You may be liable for losses if you don't protect your passcode. To help you learn how you can protect your card against unauthorised transactions, you can find more information at westpac.com.au/dispute. If you are a business customer, please go to westpac.com.au/businessdispute

Information for customers that have a Westpac Transaction account for personal use, and have a Commonwealth Concession or Health Care card (Concession card).

The Westpac Choice Concession account is a transaction account designed for Concession card holders and offers no monthly service fees, no outward dishonour fees, no account overdrawn fees and there are no informal overdrafts (except where it is impossible or reasonably impractical for us to prevent your account from being overdrawn).

To be eligible for this account, you must have your government payments paid into the account. There is a limit of one Westpac Choice Concession account per customer, this includes joint account holders. All account holders must be eligible.

If you would like more information or would like to apply for the Westpac Choice Concession account please visit www.westpac.com.au/personal-banking/bank-accounts/transaction/choice/basic/, call 132 032 or visit your local branch.

Before making a decision about any of our products, please read all the terms and conditions available at westpac.com.au and consider whether the product is right for you. Please consider that the features of the Concession account may differ to the features and benefits of your existing account. To view our full range of transaction accounts visit www.westpac.com.au/personal-banking/bank-accounts/transaction/

Westpac Live



Find out about Online Banking
at westpac.com.au/westpaclive

Telephone Banking



Call us on 132 032
+61 2 9293 9270 if overseas

Local Branch



Find branches and ATMs at
westpac.com.au/locateus

THANK YOU FOR BANKING WITH WESTPAC



Statement Period
31 May 2021 - 30 June 2021

Westpac DIY Super Working Account

Account Name
SUGART PTY. LTD. ATF SUGART PTY
LTD ATF THE A&T RUSSELL SUPER
FUND

Customer ID
5769 7855 SUGART PTY. LTD.

BSB Account Number
034-210 458 656

Opening Balance	+ \$8,910.98
Total Credits	+ \$0.07
Total Debits	- \$5,000.00
Closing Balance	+ \$3,911.05

INTEREST RATES (PER ANNUM) ON CREDIT BALANCES

Effective Date	\$0 to \$9999	Over \$9999 to \$49999	Over \$49999 to \$99999	Over \$99999 to \$499999
19 Nov 2020	0.01 %	0.01 %	0.01 %	0.01 %

Effective Date	Over \$499999
19 Nov 2020	0.02 %

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
31/05/21	STATEMENT OPENING BALANCE			8,910.98
29/06/21	Withdrawal-Osko Payment 1161138 Livingstone Re Trust Ac Deposit 173 East Street	5,000.00		3,910.98
30/06/21	Interest Paid		0.07	3,911.05
30/06/21	CLOSING BALANCE			3,911.05

CONVENIENCE AT YOUR FINGERTIPS

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



MORE INFORMATION

Further information in relation to your account, including details of product benefits and applicable fees and charges, is available on request. That information is also contained in the Product Disclosure Statement (PDS) or other disclosure document for your account. For a copy of that document, or if you have any other enquiries, you can call Telephone Banking on 132 032 from Australia or +61 2 9293 9270 from overseas.

The above Closing Balance amount may not be the same as the balance payable to you on closure of your account (the 'termination value'). Details of the termination value can be obtained by calling Telephone Banking on the numbers quoted above. Further information on how to close accounts, including calculation of the termination value, is contained in the Product Disclosure Statement (PDS) booklet or other disclosure document for your account.

We have an internal process for handling and resolving any problem you may have with, or complaints relating to, your account or this product. Information about this process can be found in the Product Disclosure Statement (PDS) or other disclosure document for your account, or you can contact us on 1300 130 467.

Remember, if you have a card, always keep your passcode (PIN) secret - don't tell anyone or let them see it. Never write your passcode on your card or on anything that could be lost or stolen. If you do need to record a reminder, you must make every effort to disguise it. You may be liable for losses if you don't protect your passcode. To help you learn how you can protect your card against unauthorised transactions, you can find more information at westpac.com.au/dispute. If you are a business customer, please go to westpac.com.au/businessdispute

Information for customers that have a Westpac Transaction account for personal use, and have a Commonwealth Concession or Health Care card (Concession card).

The Westpac Choice Concession account is a transaction account designed for Concession card holders and offers no monthly service fees, no outward dishonour fees, no account overdrawn fees and there are no informal overdrafts (except where it is impossible or reasonably impractical for us to prevent your account from being overdrawn).

To be eligible for this account, you must have your government payments paid into the account. There is a limit of one Westpac Choice Concession account per customer, this includes joint account holders. All account holders must be eligible.

If you would like more information or would like to apply for the Westpac Choice Concession account please visit www.westpac.com.au/personal-banking/bank-accounts/transaction/choice/basic/, call 132 032 or visit your local branch.

Before making a decision about any of our products, please read all the terms and conditions available at westpac.com.au and consider whether the product is right for you. Please consider that the features of the Concession account may differ to the features and benefits of your existing account. To view our full range of transaction accounts visit www.westpac.com.au/personal-banking/bank-accounts/transaction/

Westpac Live



Find out about Online Banking
at westpac.com.au/westpaclive

Telephone Banking



Call us on 132 032
+61 2 9293 9270 if overseas

Local Branch



Find branches and ATMs at
westpac.com.au/locateus

THANK YOU FOR BANKING WITH WESTPAC



Tax Invoice and Order Receipt

The Motley Fool Australia Pty Ltd

PO Box 4635

Ashmore, QLD 4214

Australia

ABN: 83 146 988 052

Order date: April 10, 2021

Invoice number: TMFAU10758281

Billed to:

Traci Russell

43 Corberry Street

n/a

The Range, QLD 4700 AU

Account email address: angus_traci@optusnet.com.au

Products ordered: Motley Fool Share Advisor - 1 Year - \$149

Expiration/renewal date: April 10, 2022

Total price paid: 149.00

GST included: 13.55

Rockhampton Regional Council
PO Box 1860
ROCKHAMPTON QLD 4700

Ph: 1300225577

Fax: 1300225579

Tax Invoice Receipt
ABN: 59923523766

Sugart P/L ATF A & T Russell Super Fund
43 Corberry Street
The Range Qld 4700

Receipt No: 8843325 Date: 12-FEB-2021
Cashier ID: RSUP Time: 13:51:43

' Copy Original Receipt '

RC BFRC	115.00 *
Commercial Building File Retri	
181 EAST STREET ROCKHAMPT	
RC FLOOD	97.00
Flood Record Search	
181 EAST STREET ROCKHAMPT	
EFTPOS Payment	-212.00
Tracey Russell	

Receipt Amount:	212.00
Amount Tendered:	212.00
Change Returned:	
Rounding Amount:	

* Total GST * 10.45

* Indicates GST Taxable Supply

One Great Region
One Great Regional Council

Receipt no. 4568341



Queensland
Government

To Traci Russell
Organisation Sugart Pty Ltd ATF The A&T
Russell Super Fund

From enquiries@smartservice.qld.gov.au

Date paid 18 January 2021, 10:57 am
Paid by Credit card

Item description	Reference	Unit price (excl. GST)	GST	Unit price (incl. GST)	Qty	Total
Certificate of Affect Lot:1 Plan:RP608961 Environment and Science	516070	\$44.45	\$0.00	\$44.45	1	\$44.45
Total						\$44.45
Total amount paid						\$44.45
No GST has been charged						

Please note: Your purchase will appear as "Queensland Govt 2" on your credit card statement.



Emily Cooper <emily@smsfaustralia.com>

Sugart Pty Ltd ATF The A&T Russell Super Fund

traci@ozsportsdirect.com.au <traci@ozsportsdirect.com.au>
To: emily@smsfaustralia.com

6 July 2023 at 15:58

Hi Emily

I refer to our email conversations in January and February 2023 regarding engagement of your firm to undertake preparation of SMSF annual returns and audit for our SMSF Sugart Pty Ltd. My sincere apologies for dropping the ball on getting this information to you. So I've compiled the documentation for the 2020/21 financial year and it is available in the DropBox link below. The fund was established in September 2020 (ABN – 48 325 593 569 & ACN – 644 638 693).

- November 2020 – no transactions
- December 2020 –
 - introduction of \$5,000 capital from Trustees A&T Russell to support payment of a purchase deposit for [181 East Street, Rockhampton City](#).
 - A copy of the signed contract is in the 2020/21 Dropbox folder
- January 2021 – we rolled into super from our respective QSuper funds - \$10,000 from Angus' fund and \$5,000 from mine. Do you need any documentation to support this?
- February 2021 –
 - we engaged CQ Building & Pest Inspection to undertake a building inspection for 181 East Street for contractual due diligence - \$3,850.
 - During due diligence, we requested Qld Government Heritage Register search (\$44.45), and Rockhampton Regional Council searches for flood reporting and building file retrieval (\$212.00). These were paid via our personal credit cards and reimbursement of these amounts was paid on 18/02/2021.
 - To comply with contract conditions during conveyancing period, we commenced a building insurance policy with Elders Insurance. As the purchase contract was subsequently cancelled based on the findings from the building inspection report, we received a full refund from Elders.
 - The purchase contract was cancelled in February 2021 and the \$5,000 deposit was remitted back to us on 19/02/2021. The SMSF then reimbursed Trustees A&T Russell for this amount on 23/02/2021.
- March 2021 – payment of legal fees for contract to FoxLaw
- April 2021 – payment of Motley Fool investor advisory subscriptions
- May 2021 – no transactions
- June 2021 – payment of a \$5,000 deposit to agent for purchase of [173 East Street, Rockhampton City](#), however a purchase contract wasn't signed until 02/07/2021. We only have a paper-copy, double-sided version of the signed contract. Do you need a full copy of this?

We will start with 2020/21 and get this sorted before moving onto 2021/22. If you have any problems downloading the documents, please let me know.

<https://www.dropbox.com/sh/o76280qnlwtwd9u/AAD8W35xNXiLFgWtuHeLTqTUa?dl=0>

Kind regards

Traci Russell**Director / Trustee****Sugart Pty Ltd ATF The A&T Russell Super Fund**[173 East Street](#)

7/7/23, 9:51 AM

SMSF Australia Mail - Sugart Pty Ltd ATF The A&T Russell Super Fund

ROCKHAMPTON CITY QLD 4700

Phone – 0438329346

**Business Insurance
Notice of Cancellation**



Policy Number EGU720523BPK

Client Number EG148911
Client Name SUGART PTY LTD

Insurance

SUGART PTY LTD
43 CORBERRY STREET
THE RANGE QLD 4700

Notice Sent Via: Elders Insurance
ELDERS INSURANCE ROCKHAMPTON
ABN: 14 160 813 178
ATTN:MICHAEL HANSEN
228 BOLSOVER STREET ROCKHAMPTON QLD
4700
(P) 0749237394 (F) 0749237401
(E) insurance.rockhampton@elders.com.au
Period of Insurance
From 01/02/2021 To 01/02/2021 at 4pm

In accordance with instructions received we wish to confirm that this Policy has been cancelled.

The Insured

SUGART PTY LTD

ATF THE A & T RUSSELL SUPER FUND

Your policy has been cancelled effective 1 February 2021.

Total Amount Refundable - \$505.34

The Total Amount Refundable will be credited to your nominated account.

This document becomes your Policy Schedule and Tax Invoice/Adjustment Note on payment.

Total Premium and Charges

Premium	-\$366.30	ABN	48 325 593 569
Levies	NIL	Tax Status	Taxable
GST	-\$36.69	Tax Percentage	\$100.00%
Stamp Duty	-\$36.35		
*Intermediary Service Fee	-\$60.00		
*Intermediary Service Fee GST	-\$6.00		
Total Premium	-\$505.34		

The amount of stamp duty paid is calculated under the relevant States/Territory Duties Act, based on where the risks, properties, contingencies or events are located.

*Invoiced for and on behalf of Elders Insurance Authorised Representative.

Elders Insurance (Underwriting Agency) Pty Limited
Head Office
GPO Box 2840
Adelaide SA 5001



376921-001 000235(235)

SUGART PTY LTD
43 CORBERRY STREET
THE RANGE 4700

Date: 24 Feb 2021

Re: Your policy, number EGU720523BPK,

Direct Credit Payment Ref No: 00127907EGU720523B

Credit Amount: \$505.34

Following your recent cancellation of your BUSINESS PACK policy, which has resulted in a refund due to you, we are pleased to confirm that a direct credit payment has been made in to your account. Details of this are provided below:

Account Name: SUGART PTY LTD

BSB: xxx210

Account No: xxx656

Description	Amount
CANCELLATION	\$505.34
Total:	\$505.34

This payment will be processed through the banking system within one day of the date of this letter unless there are public holidays in between, in which case please allow for additional days for processing.

Contract for Commercial Land and Buildings

Eighth Edition

This document has been approved by The Real Estate Institute of Queensland Limited and the Queensland Law Society Incorporated as being suitable for the sale and purchase of Commercial Land and Buildings in Queensland.

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

REFERENCE SCHEDULE

A CONTRACT DATE

NOTE 1

B AGENT:

NAME: Livingston Real Estate Pty Ltd t/a Professionals Livingston & Molloy Real Estate

ADDRESS: 32 Denham Street

SUBURB: ROCKHAMPTON		STATE: QLD	POSTCODE: 4700
PHONE: 07 4921 4999	FAX: 07 4921 4955	EMAIL: markmolloy@professionalsrockhampton.com.au	LICENCE NO: 2504648
			ABN/ACN: 46078554668

C SELLER:

NAME: Carrington Way Pty Ltd A.C.N. 068 286 591 Trustee Under Instrument 709434320

ADDRESS: c/- 23 Knutsford Street

SUBURB: WANDAL		STATE: QLD	POSTCODE: 4700
PHONE:	FAX:	MOBILE:	EMAIL:
			ABN/ACN:

NAME: Cecile Ryan Trustee Under Instrument 709434320

ADDRESS: 23 Knutsford Street

SUBURB: WANDAL		STATE: QLD	POSTCODE: 4700
PHONE:	FAX:	MOBILE: 0418 189 508	EMAIL: cecile_ryan@hotmail.com
			ABN/ACN:

D SELLER'S SOLICITOR:

NAME: Bressington & Partners

ADDRESS: 79 Bolsover Street

SUBURB: ROCKHAMPTON CITY		STATE: QLD	POSTCODE: 4700
PHONE: 07 4927 7344	FAX:	MOBILE:	EMAIL: admin@bresso.com.au
			ABN/ACN:

E BUYER:

NAME: Sugart Pty Ltd ATF The A & T Russell Super Fund

ADDRESS: 43 Corberry Street

SUBURB: THE RANGE		STATE: QLD	POSTCODE: 4700
PHONE: 07 4819 2200	FAX:	MOBILE:	EMAIL: traci@ozsportsdirect.com.au
			ABN/ACN: 48 325 593 569

NAME:

ADDRESS:

SUBURB:		STATE:	POSTCODE:
PHONE:	FAX:	MOBILE:	EMAIL:
			ABN/ACN:

INITIALS (Note: initials not to be used for Electronic Signature)



000018896981

F BUYER'S SOLICITOR:NAME: Foxlaw Pty LtdADDRESS: PO Box 1276SUBURB: ROCKHAMPTON CITYSTATE: QLD POSTCODE: 4700

PHONE:

FAX:

MOBILE:

EMAIL:

ABN/ACN:

7 4927 8374teamfox@foxlaw.com.au**G DEPOSIT HOLDER:**

NAME:

Livingston Real Estate Pty Ltd

PHONE:

07 4921 4999**H LAND:**

ADDRESS:

173 East Street

SUBURB:

ROCKHAMPTON CITYSTATE: QLDPOSTCODE: 4700NOTE 2
(See
Warning)Present Use: (if any) Retail Shop & Dance Studio

Description:

Lot 3 on RP602612

Title Reference:

30416007

Area:

311m2← *more or less*

NOTE 3

Type of Holding:

Freehold

Lease No: _____

Local Government:

Rockhampton Regional Council**I IMPROVEMENTS INCLUDED IN SALE:**

NOTE 4

Nature of Buildings: 2 Storey Commercial Premises

Unless excluded below the Purchase Price includes all partitions, stoves, hot water systems, wall-to-wall floor coverings, drapes and tracks, blinds, light fittings, clothes lines, hoists, fixed television or satellite antennae or dishes, in-ground shrubs and all fixtures as inspected by the Buyer.

Exclusions: Nil**J OTHER CHATELS INCLUDED IN SALE: ← Attach inventory if insufficient space**Nil**K THE LAND IS SOLD AS:**

Choose which applies →



Freehold

← Subject to the reservations exceptions and conditions in the deed of grant



Leasehold

← Subject to the conditions of the Crown leasehold title

L ENCUMBRANCES:Is the Property sold subject to any Encumbrances? No Yes, listed below:

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

M LEASES AND SERVICE CONTRACTS:

NOTE 5

See Lease Schedule and Service Contract Schedule.

N PURCHASE PRICE:\$ 270,000 (Two hundred and seventy thousand dollars)INITIALS (Note: init  with Electronic Signature)

000018896981

O DEPOSIT:

\$ 5,000 Initial Deposit payable on the day the Buyer signs this contract unless another time is specified below:
\$ _____ Balance Deposit (if any) payable on: _____

Deposit Holder's Trust Account
Livingston Real Estate Pty Ltd

BANK: National Australia Bank

BSB: 084-901

ACCOUNT NO: 543961561 Ref: 173 East Street

P DEFAULT INTEREST RATE:

CLAUSE 11 & NOTE 6 _____ % ← If no figure is inserted, the Contract Rate applying at the Contract Date published by the Queensland Law Society Inc. will apply.

Q SETTLEMENT DATE:

Date: 65 days from the Contract Date
or the next Business Day if that is not a Business Day in the city or town in item R

R CITY OR TOWN FOR SETTLEMENT:

CLAUSES 25.1 & 25.2 Rockhampton

FINANCE

NOTE 7 **SUBJECT TO FINANCE:**
If this Contract is subject to finance then Items S, T and U must be completed in every respect and Item V must be deleted and initialled.

CLAUSE 31 **NOT SUBJECT TO FINANCE:**
If this Contract is not to be subject to finance then Items S, T and U must be deleted and initialled and Item V shall apply.

S LENDER OR CLASS OF LENDER:

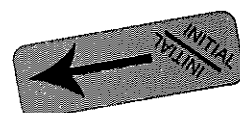
Bank or Building Society

T THE APPROVAL DATE:

The _____ day of _____
MONTH YEAR
OR the next Business Day if that is not a Business Day in the city or town in item R
50 days from the Contract Date

U AMOUNT OF LOAN:

\$ Sufficient to Complete Purchase



~~THIS CONTRACT IS NOT SUBJECT TO FINANCE AND CLAUSE 31 OF THE STANDARD COMMERCIAL CONDITIONS DOES NOT APPLY.~~

W NEIGHBOURHOOD DISPUTES (DIVIDING FENCES AND TREES) ACT 2011

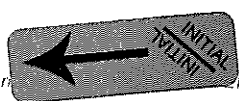
The Seller gives notice to the Buyer in accordance with section 83 of the Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 that the Land:

(select whichever is applicable)

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

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

INITIALS (Note: initials must be accompanied by an electronic signature)



GOODS AND SERVICES TAX - WARNING

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

Notes to Completion:

- A. Only 1 box in the selected item must be marked.
- B. If the Yes box in item GST 1 is marked:
 - items GST2 and GST3 must not be marked;
 - despite any markings of Items GST2 and GST3, Clauses 34.4, 34.5 and 34.6 do not apply.
- C. If the Yes box in item GST2 is marked:
 - item GST1 and GST3 must not be marked;
 - despite any marking of Items GST1 and GST3, Clauses 34.4, 34.5 and 34.7 do not apply.

GST1 GOING CONCERN:

Is this a sale of a Going Concern? Yes

If Yes, Clause 34.7 (If the Supply is a Going Concern) applies.

Otherwise Clause 34.7 (If the Supply is a Going Concern) does not apply.

If the Yes box is marked, do not complete Items GST2 and GST3.

← **WARNING:** There are strict requirements for the sale of a Going Concern under the GST Act. If in doubt about complying with these provisions, seek professional advice before marking this item.

GST2 MARGIN SCHEME:

Is the Margin Scheme to apply to the sale of the Property? Yes

If Yes, Clause 34.6 (Margin Scheme) applies.

Otherwise Clause 34.6 (Margin Scheme) does not apply.

The Seller must not apply the Margin Scheme to the Supply of the Property if Clause 34.6 does not apply.

If the Yes box is marked, do not complete Items GST1 and GST3.

GST3 INCLUSIVE OR EXCLUSIVE PURCHASE PRICE:

Does the Purchase Price include GST? Yes No

If Yes, Clause 34.4 (Purchase Price Includes GST) applies.

If No, Clause 34.5 (Purchase Price Does Not Include GST) applies.

If neither box is marked or both boxes are marked, Clause 34.4 (Purchase Price Includes GST) applies.

↑ Mark 1 box only

← Do not complete Item GST3 if Item GST1 (Going Concern) or Item GST2 (Margin Scheme) are marked Yes.

GST WITHHOLDING OBLIGATIONS

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

Yes

No

← **WARNING:** the Buyer warrants in clause 4.5 that this information is true and correct.

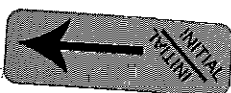
[Note: If the Buyer selects [No] the Seller may be required to give a notice under section 14-255 of the Withholding Law prior to settlement]

Y BUILDING AND/OR PEST INSPECTION DATE

Inspection Date: 42 days from the Contract Date

← If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 35 does not apply.

INITIALS (Note: initials must be marked with Electronic Signature)



LEASE SCHEDULE*

See Clause 32 of Standard Commercial Terms

LEASE 1:

Name of Tenant: Debra Parker t/as Rockhampton Dance Studio

Use: Dance Studio

Location / Tenancy No: First Floor of the Premises

Area of Tenancy (m² approx): _____

Current Rental per Annum: \$ 924.50 inc GST per month inclusive of outgoings exclusive of outgoings

Current Commencement Date: _____

Current Lease Term: Monthly Tenancy

Remaining Option/s: Option 1 Term: _____ years

Option 2 Term: _____ years

Option 3 Term: _____ years

Tenant Carpark: No.: _____ Rate: \$ _____ per annum month

LEASE 2:

Name of Tenant: Nil

Use: _____

Location / Tenancy No: _____

Area of Tenancy (m² approx): _____

Current Rental per Annum: \$ _____ inclusive of outgoings exclusive of outgoings

Current Commencement Date: _____

Current Lease Term: _____

Remaining Option/s: Option 1 Term: _____ years

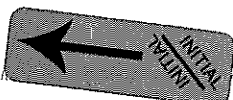
Option 2 Term: _____ years

Option 3 Term: _____ years

Tenant Carpark: No.: _____ Rate: \$ _____ per annum month

* Attach further Schedule if insufficient space

INITIALS (Note: initials must be accompanied by Electronic Signature)



SERVICE CONTRACT SCHEDULE*

See Clause 32 of Standard Commercial Terms

CONTRACT 1:

Contractor: Nil

Service Performed:

Cost: \$ _____ per annum quarter month

CONTRACT 2:

Contractor:

Service Performed:

Cost: \$ _____ per annum quarter month

CONTRACT 3:

Contractor:

Service Performed:

Cost: \$ _____ per annum quarter month

CONTRACT 4:

Contractor:

Service Performed:

Cost: \$ _____ per annum quarter month

CONTRACT 5:

Contractor:

Service Performed:

Cost: \$ _____ per annum quarter month

* Attach further Schedule if insufficient space



INITIALS (Note: initials to be taken with Electronic Signature)

SPECIAL CONDITIONS

1. COMMUNICATION BY ELECTRONIC TRANSMISSIONS

1.1 This Contract may be executed in any number of counterparts. All counterparts together shall represent the Contract.

1.2 This Contract may be validly created by counterparts sent by electronic advice including email; in the order listed:

- (a) the first party signs the Contract and forwards it to the second party or its solicitor;
- (b) the second party signs the copy of the Contract and sent via electronic advice including email; and
- (c) the second party or its solicitor sent via electronic advice including email the fully signed copy of the Contract back to the first party or its solicitor.

1.3 The parties agree to be bound by the copies of this Contract which have been signed via electronic advice including email with this special condition.

1.4 Further, the parties agree that they will be bound by, have complied with and will comply with the Electronic Transactions (Qld) Act 2001, in relation to this Contract.

2.0 DUE DILIGENCE

2.1 In this Special Condition:-

(a) Due Diligence date means on or before 45 days from the Contract Date.

(b) Due diligence means all due diligence and investigation the Buyer wishes to make in relation to the Property.

2.2 This Contract is subject to the Buyer being satisfied in our absolute discretion, with its due diligence by the due due diligence date.

2.3 The Seller will do everything reasonably necessary to assist the Buyer to undertake its due diligence.

2.4 On or before the due diligence date the Buyer must:-

(a) Give written notice to the Seller confirming that the Buyer is satisfied with its due diligence; or

(b) Give written notice to the Seller that the Buyer is not satisfied with its due diligence.

2.5 If the Buyer gives notice under Special Condition 2.4 (b) then this Contract is at an end and neither party will have any further obligation to the other and the deposit and all other monies paid hereunder are to be refunded to the Buyer without deduction.

2.6 This special Condition is inserted for the benefit of the Buyer and the Buyer may waive the benefit of this Special Condition by notice in writing to the Seller.

3. The Seller will supply a current Asbestos Register and Asbestos Management Plan which complies the Workplace Health & Safety Act Code of Practice in Queensland within 30 days of the Contract Date.

4. This Contract of Sale is subject to the successful roll-over of sufficient funds from the Buyers managed superannuation fund account to self-managed superannuation fund account within 45 days from the Contract Date.

5. The removal of Clause 17.1. The property will remain at the risk of the Seller/s until settlement date.

The approval by The Real Estate Institute of Queensland Limited and the Queensland Law Society Inc does not extend to any alterations to the printed text of the Standard Commercial Terms or to any Special Conditions of this Contract. The Standard Commercial Terms may need to be added to or varied by inserting specifically prepared Special Conditions in this Contract. If the printed text of the Standard Commercial Terms is altered, or Special Conditions are included, it is recommended that the Seller and the Buyer consult their respective legal advisers prior to signing this Contract.



INITIALS (Note initials not required for Signature)

000018896981

SIGNATURES:



Buyer's signature: _____

Name of person signing: Sugart Pty Ltd ATF The A & T Russell Super Fund

By signing this contract, I warrant that I am the Buyer named in the Reference Schedule or authorised by the Buyer to sign.

Witness's signature: _____

Name of witness: _____

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

Buyer's signature: _____

Name of person signing: _____

By signing this contract, I warrant that I am the Buyer named in the Reference Schedule or authorised by the Buyer to sign.

Witness's signature: _____

Name of witness: _____

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

Seller's signature: _____

Name of person signing: _____

By signing this contract, I warrant that I am the Seller named in the Reference Schedule or authorised by the Seller to sign.

Witness's signature: _____

Name of witness: _____

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

Seller's signature: _____

Name of person signing: _____

By signing this contract, I warrant that I am the Seller named in the Reference Schedule or authorised by the Seller to sign.

Witness's signature: _____

Name of witness: _____

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

DEPOSIT HOLDER'S ACKNOWLEDGEMENT:

NOTE 8 The deposit holder acknowledges having received \$ _____ as the Deposit or on account of the Deposit and agrees to hold that amount and any balance of the Deposit when received as deposit holder for the parties as provided in this Contract.

Deposit holder's Signature: _____

Licence No.: 2504648



INITIALS (Note: initial) _____ Electronic Signature)



Standard Commercial Terms | Commercial Land and Buildings

Eighth Edition - © Copyright

1 DEFINITIONS

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

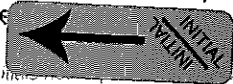
- (a) **"Agent"** means the person named in item B and includes Auctioneer;
- (b) **"ATO"** means the Australian Taxation Office;
- (c) **"ATO Clearance Certificate"** means a certificate issued under section 14-220(1) of the Withholding Law which is current on the date it is given to the Buyer;
- (d) **"Bond"** includes any security for payment of rent or other monies or performance of any obligation pursuant to any Lease;
- (e) **"Business Day"** means a day other than:
 - (i) a Saturday or Sunday
 - (ii) a public holiday in the city or town named in Item R; or
 - (iii) a day in the period 27 to 31 December (inclusive);
- (f) **"Buyer"** means the party named in Item E;
- (g) **"CGT Withholding Amount"** means the amount determined under section 14-200(3)(a) of the Withholding Law or, if a copy is provided to the Buyer prior to settlement, a lesser amount specified in a variation notice under section 14-235.

- NOTE 6
- (h) **"Contract Rate"** means the rate of interest at the Contract Date published by the Queensland Law Society Incorporated for the purposes of clause 11;
 - (i) **"Deposit"** means the sum stated in Item O;
 - (j) **"Deposit Holder"** means the person named in Item G or, where no person is named in Item G, the Agent;
 - (k) **"Electronic Signature"** means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
 - (l) **"Encumbrances"** includes but is not limited to:
 - (i) unregistered encumbrances;
 - (ii) statutory encumbrances; and
 - (iii) Security Interests;
 - (m) **"Enterprise"** means the enterprise (as the term is defined in the GST Act) carried on using the Property;
 - (n) **"Financial Institution"** means a bank, building society or credit union;
 - (o) **"GST"** means the goods and services tax under the GST Act;
 - (p) **"GST Act"** means *A New Tax System (Goods and Services Tax) Act* and includes other GST related legislation;
 - (q) **"GST Withholding Amount"** means the amount (if any) determined under section 14-250 of the Withholding Law required to be paid to the Commissioner of Taxation;
 - (r) **"Guarantee"** means a guarantee or an undertaking in relation to any tenant or occupier under a Lease;
 - (s) **"ITAA"** means the *Income Tax Assessment Act 1936* and the *Income Tax Assessment Act 1997*;
 - (t) **"Item"** means an item of particulars in the Reference Schedule

- (u) **"Keys"** means implements or instruments necessary for the purposes of fastening or unfastening:
 - (i) the lock on any gate, door, grille, shutter or lift which secures any means of entrance to or exit from the Land (whether or not such gate, door, grille, shutter or lift forms part of the Property);
 - (ii) any other lock attached to or included in the Property; and includes electronic devices and written records of all codes and combinations necessary for the purposes of fastening or unfastening any such lock;
- (v) **"Land"** means the land described in Item H;
- (w) **"Lease"** means all leases, subleases, agreements for lease, agreements for sublease and tenancy agreements whether oral or in writing, and as the context admits, licences and rights to occupy, and which are set out in the Lease Schedule;
- (x) **"Local Government"** means the relevant local government (and includes the Brisbane City Council)
- (y) **"PPSR"** means the Personal Property Securities Register established under the *Personal Property Securities Act 2009* (Cth);
- (z) **"Property"** means the Property listed in Items H, I and J and includes any part of the Property;
- (aa) **"Purchase Price"** means the sum stated in Item N;
- (bb) **"Rent"** means base rent, turnover rent, percentage rent, contributions to outgoings and any money payable by a tenant to the Seller.
- (cc) **"Security Interests"** means all security interests registered on the PPSR over the Property;
- (dd) **"Seller"** means the party named in Item C;
- (ee) **"Service Contract"** for the purposes of clause 32 of this Contract means any contract between the Seller and another party pertaining to services performed for the benefit of the Property, which are capable of assignment, and which are set out in the Service Schedule Contract and **"Service Contractor"** means any party performing those services;
- (ff) **"Settlement Date"** means the date stated in Item Q or such other date as may be agreed in writing by the parties or fixed pursuant to the conditions of this Contract;
- (gg) **"Site Value"** means:
 - (i) in the case of non-rural land, site Value under the *Land Valuation Act 2010*; or
 - (ii) in the case of rural land, the unimproved value of the Land under the *Land Valuation Act 2010*;
- (hh) **"Solicitor"** means a solicitor currently entitled to practice in Australia whether acting as principal or agent;
- (ii) **"Transport Infrastructure"** has the meaning in the *Transport Infrastructure Act 1994*; and
- (jj) **"Withholding Law"** means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

1.2 Unless the contrary is shown, the Contract shall be deemed to have been formed on the date of this Contract and the date of this Contract shall be deemed to be the date stated in Item A.

INITIALS (Note: initials must be accompanied by Electronic Signature)



- 1.3 Any reference in this Contract to a statute includes:
- (a) any statute amending, consolidating or replacing the statute; and
 - (b) Orders in Council, proclamations, regulations, rules, by-laws and ordinances made under the statute.
- 1.4 In this Contract, unless inconsistent with the context or subject matter, where the term "Item" is used in conjunction with a particular letter of the alphabet, it is a reference to the Item set opposite the letter referred to.
- 1.5 Any defined terms used in any part of this Contract shall have the same meaning when used in any other part of this Contract.
- 1.6 The marginal notes in the Reference Schedule are references to clauses or notes, as the case may be, in the Standard Commercial Terms.
- 1.7 This Contract shall be governed by the laws of Queensland.
- 1.8 Headings and notes have been included for ease of reference and guidance and this Contract shall be construed without reference to them.

2 BUSINESS DAYS

- 2.1 If anything is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day.

3 DEPOSIT

- 3.1 The Deposit shall be paid by the Buyer to the Deposit Holder at the times stated in Item O.
- 3.2 If the Buyer:
- (a) fails to pay the Deposit as provided in clause 3.1;
 - (b) pays the Deposit by cheque which is post-dated; or
 - (c) pays the Deposit by cheque which is not honoured on presentation;
- then, the Buyer shall be in substantial breach of this Contract and the Seller may:
- (i) affirm this Contract and exercise the rights expressed in clause 13.2; or
 - (ii) terminate this Contract and exercise the rights expressed in clause 13.3.
- 3.3 The rights and powers conferred by clause 3.2 are in addition to any other rights the Seller may have at law or in equity.
- 3.4 The Deposit shall be retained by the Deposit Holder until settlement or earlier termination of this Contract whereupon the Deposit Holder shall pay the Deposit to the person entitled to it.
- 3.5 If this Contract is terminated pursuant to the provisions of clauses 7.6, 9.3(a), 19, 20.1, 21.1 31.2(a), 32.2, 32.3(b) or 35.4, the Deposit and other monies paid under this Contract shall be refunded to the Buyer by the Seller or the Deposit Holder as the case may be but without interest, costs or damages and the same shall be accepted by the Buyer in full and final satisfaction of all claims.

4 SETTLEMENT AND POSSESSION

- 4.1 The balance of the Purchase Price shall be paid on the Settlement Date as the Seller or the Seller's Solicitor directs in exchange for:
- (a) possession of the Property (such possession to be vacant except for any Lease);
 - (b) a properly executed transfer for the Land in favour of the Buyer capable of immediate registration (after stamping) in the appropriate office free from Encumbrances (other than those set out in Item L) and title to the Property (other than the Land) free from Encumbrances (other than those set out in Item L) but subject to the conditions of this Contract;

NOTE 9

- (c) any declaration required, by the *Duties Act 2001*, to be furnished to procure the stamping of the transfer;
- (d) such other instruments or declarations as are required by law to be signed by the Seller to procure the stamping and/or registration of the transfer;
- (e) except as otherwise provided in this Contract, any instrument of title for the Land required to register the transfer;
- (f) notices of assignment issued pursuant to clause 16.5
- (g) all other instruments (which shall be duly stamped) in the possession or control of the Seller evidencing estates and interests affecting the Property and which are exclusive to the Property;
- (h) true copies of all other instruments (which shall be duly stamped) in the possession or control of the Seller evidencing estates and interests affecting the Property but which are not exclusive to the Property;
- (i) the Certificate of Classification pursuant to the *Building Act 1975* appropriate to the uses stated in Item H (if the improvements on the Land may not be lawfully occupied unless such certificate has issued);
- (j) all plans and drawings relating to the construction of the improvements on the Land in the possession or control of the Seller; and
- (k) all documents in the possession or control of the Seller which the Buyer would reasonably require to enable the Buyer to manage the Property and to prepare returns under the ITAA.

- 4.2 If both of the following apply:

- (a) the sale is not an excluded transaction under section 14-215 of the Withholding Law; and
- (b) the Seller has not given the Buyer on or before settlement for each person comprising the Seller either:
 - (i) an ATO Clearance Certificate; or
 - (ii) a variation notice under section 14-235 of the Withholding Law which remains current at the Settlement Date varying the CGT Withholding Amount to nil,

then:

- (c) for clause 4.1, the Seller irrevocably directs the Buyer to draw a bank cheque for the CGT Withholding Amount in favour of the Commissioner of Taxation or, if the Buyer's Solicitor requests, the Buyer's Solicitor's Trust Account;
- (d) the Buyer must lodge a *Foreign Resident Capital Gains Withholding Purchaser Notification Form* with the ATO for each person comprising the Buyer and give copies to the Seller with the payment reference numbers (PRN) on or before settlement;
- (e) the Seller must return the bank cheque in paragraph (c) to the Buyer's Solicitor (or if there is no Buyer's Solicitor, the Buyer) at settlement; and
- (f) the Buyer must pay the CGT Withholding Amount to the ATO in accordance with section 14-200 of the Withholding Law and give the Seller evidence that it has done so within 2 Business Days of settlement occurring.

- 4.3 For clause 4.2 and section 14-215 of the Withholding Law, the market value of the CGT asset is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit unless:

- (a) the Property includes items in addition to the Land and Improvements; and
- (b) no later than 2 Business Days prior to the Settlement Date, the Seller gives the Buyer a valuation of the Land and Improvements prepared by a registered valuer,

INITIALS (Note: if signed with Electronic Signature)



000018896981

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

4.4 If the Buyer is required to pay the GST Withholding Amount to the Commissioner of Taxation at settlement pursuant to section 14-250 of the Withholding Law:

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

4.5 The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.

5 KEYS

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

- (a) to the Buyer, if the Buyer is present personally at settlement;
- (b) to the Buyer's Solicitor at settlement, if the Buyer is not present personally;
- (c) to the Seller's Agent at the address shown in Item B, if neither the Buyer nor any Solicitor acting for the Buyer is present personally at settlement;
- (d) to and will leave the keys at the Property if none of the provisions of clauses 5.1(a), 5.1(b) or 5.1(c) are applicable.

5.2 At or prior to settlement, the Seller shall make a written record of all codes and combinations necessary for the purposes of fastening or unfastening any lock referred to in the definition of Keys.

6 INVESTMENT OF DEPOSIT

6.1 If either party directs by notice in writing to the Deposit Holder to invest the Deposit then (where the Deposit Holder is lawfully able) the Deposit Holder shall invest the Deposit with any Financial Institution permitted by law for the investment of trust monies until the Settlement Date.

6.2 If this Contract is completed, all interest accruing on the investment of the Deposit shall be shared equally between the Seller and the Buyer. If this Contract is not completed for any reason, the interest accruing on the Deposit shall be paid to the party entitled to the Deposit upon termination of this Contract.

6.3 The Deposit and any accrued interest shall be invested at the risk of the party to whom the Deposit and accrued interest is ultimately payable and the Deposit Holder shall not be liable for any loss suffered by the parties in consequence of an investment pursuant to clause 6.1.

6.4 To facilitate investment of the Deposit, each party shall notify its tax file number to the Deposit Holder within 4 Business Days following the date of this Contract.

6.5 The parties authorise the Deposit Holder to prepare and lodge any taxation return necessary in respect of the Deposit and interest and to pay any tax assessed out of the Deposit and interest and indemnify the Deposit Holder against any taxation assessed in respect of such interest.

6.6 The Seller and the Buyer shall be deemed to be presently entitled in equal shares to any interest accrued for the purposes of ITAA.

7 SELLER'S STATEMENT

7.1 The Buyer is not entitled to deliver to the Seller requisitions or enquiries on or to the Seller's title to the Property.

7.2 The Seller states that, except as disclosed in this Contract, each of the following statements is accurate at the time the Seller executes this Contract:

- (a) the Seller has free and unqualified capacity and power to contract and to complete this Contract;
- (b) the Seller is not under any legal disability which affects the Seller's capacity to contract and to complete this Contract; and
- (c) if the Seller is a trustee, the Seller has free and unqualified power of sale under the instrument creating the trust, and that instrument does not require the consent or authority of any person to the entering into of this Contract or the settlement of this Contract.

7.3 The Seller states that, except as disclosed in this Contract, each of the following statements will be accurate at the Settlement Date:

- (a) there is no current litigation by any person claiming an estate or interest in the Property;
- (b) there is no unsatisfied judgement, order or writ of execution which effects the Property;
- (c) no order has been made under Part 11 of the *Property Law Act 1974* which would operate as a charge on the Land;
- (d) there is no order of a Court or other competent authority affecting the ability of the Seller to complete this Contract;
- (e) no notice has been issued by a competent authority or proceedings instituted in a Court pursuant to any statute whereby the interest of the Seller in the Property may be rendered liable to forfeiture to the Crown;
- (f) if the Land is Crown leasehold title, the Crown leasehold title is not rendered liable to forfeiture by reason of the non-observance or non-performance of the covenants or conditions of the Lease;
- (g) if the Seller is a natural person, the Seller is not a bankrupt nor has the Seller signed any authority under section 188 of the *Bankruptcy Act 1966* (Cth);
- (h) if the Seller is a corporation within the meaning of the *Corporations Act 2001* (Cth):
 - (i) the Seller is not in liquidation;
 - (ii) no action has been taken by or against the Seller which could lead to the winding up of the Seller;
 - (iii) an administrator, controller or managing controller has not been appointed to the Seller or in respect of the whole or any part of the Property; and



INITIALS (Note: initials must be signed with Electronic Signature)

000018896981

(iv) a compromise or arrangement has not been proposed between the Seller and its members or creditors nor agreed to by the members or creditors nor sanctioned by a Court; and

(i) the Seller is the registered owner or the lessee of the Land (according to the title expressed or implied in this Contract).

7.4 If a statement contained in either clause 7.2 or clause 7.3 is not accurate then the Buyer may terminate this Contract by notice in writing to the Seller.

7.5 If this Contract is terminated pursuant to clause 7.4, the Deposit and other monies paid under this Contract shall be refunded to the Buyer by the Seller or the Deposit Holder as the case may be and the Seller shall be liable by way of damages as compensation for the loss suffered by the Buyer in such sum as at the time this Contract was made was reasonably foreseeable as the loss liable to result, and which does in fact result from a termination of this Contract due to a statement contained in either clause 7.2 or clause 7.3 not being accurate.

7.6 (1) The Seller warrants that, except as disclosed in this Contract or a notice given by the Seller to the Buyer under the *Environmental Protection Act 1994* ("EPA"), at the date of this Contract;

(a) there is no outstanding obligation on the Seller to give notice to the administering authority under EPA of a notifiable activity being conducted on the Land; and

(b) The Seller is not aware of any facts or circumstances that may lead to the Land being classified as contaminated land within the meaning of EPA.

(2) If the Seller breaches a warranty in clause 7.6(1), the Buyer may:

(a) terminate this Contract by notice in writing to the Seller given 14 days after the date of this Contract; or

(b) complete this Contract and claim compensation, but only if the Buyer claims it in writing before settlement of this Contract.

7.7 If requested by the Buyer, the Seller within 14 days of such request shall:

(a) produce to the Buyer all unregistered documents relating to the Property and full and proper particulars of all unregistered dealings that so relate; and

(b) deliver to the Buyer photocopies of such documents or dealings (if the dealings are in writing) certified by the Seller or the Seller's Solicitor as being true copies.

8 ERRORS AND MISDESCRIPTIONS

8.1 If there is any immaterial mistake or error in the description or particulars of the Property or as to title, the Buyer shall not be entitled to terminate this Contract but shall be entitled to such compensation (if demanded in writing on or before the Settlement Date) as the case may require. The Buyer shall not be entitled to delay settlement or to withhold any part of the Purchase Price by reason of any such claim for compensation.

8.2 If there is any material mistake or error in the description or particulars of the Property or as to title and the Buyer does not exercise any right which the Buyer has at law to terminate this Contract, the Buyer shall be entitled to such compensation (if demanded in writing on or before the Settlement Date) as the case may require. The Buyer shall not be entitled to delay settlement or to withhold any part of the Purchase Price by reason of any such claim for compensation.

9 SURVEY AND INSPECTION

9.1 The Buyer shall be entitled to conduct a survey of the Land to ascertain the boundaries and area of the Land and to establish the location of structures purporting to be on the Land or on adjoining land.

9.2 If there is any immaterial error in the boundaries or area of the Land or any immaterial encroachment, the Buyer shall not be entitled to terminate this Contract but shall be entitled to such compensation (if demanded in writing on or before the Settlement Date) as the case may require. The Buyer shall not be entitled to delay settlement or to withhold any part of the Purchase Price by reason of any such claim for compensation.

9.3 If there is any material error in the boundaries or area of the Land or any material encroachment, the Buyer shall be entitled to elect by notice in writing to the Seller given on or before the Settlement Date either:

(a) to terminate this Contract; or

(b) to complete this Contract with compensation, in which event the Buyer shall be entitled to such compensation as the case may require and shall not be entitled to delay settlement or to withhold any part of the Purchase Price by reason of any such claim for compensation.

10 EXECUTION AND PRODUCTION OF DOCUMENTS

10.1 Subject to compliance by the Buyer with the Buyer's obligations under or by virtue of this Contract and subject to clause 10.2, the Seller shall as required do all acts and execute all documents necessary for the purpose of completing the sale and ensuring that the Buyer obtains a good and valid title to the Property.

10.2 All transfer documents, any declaration required pursuant to clause 4.1(c), and all instruments or declarations required pursuant to clause 4.1(d) shall be prepared by and at the expense of the Buyer and delivered to the Seller within a reasonable time prior to the Settlement Date.

10.3 If so requested by the Buyer, the Seller shall deliver to the Buyer, prior to the Settlement Date, photocopies of the documents executed by the Seller.

10.4 After execution of the transfer, if so requested by the Buyer and upon payment of the usual production fee by the Buyer, the Seller shall cause the transfer to be tendered to the Office of State Revenue for stamping, together with any declaration referred to in clause 4.1(c) and thereupon the Seller shall be deemed to have complied with the Seller's obligations under clause 4.1(c)

10.5 If an instrument of title is required to register a transfer of the Land and the instrument of title relating to the Land also relates to other land, the Seller shall not be obliged to deliver it to the Buyer but shall enter into such reasonable covenants with the Buyer as the Buyer may require for production of the instrument of title.

10.6 If the instrument of title is partially cancelled the Seller shall not be obliged to produce a separate instrument of title on settlement.

10.7 Where either clause 10.5 or clause 10.6 applies, the Buyer shall bear the cost of any new instrument of title relating to the Land.

11 INTEREST ON LATE PAYMENTS

11.1 The Buyer must pay interest at the annual rate in item P:

(a) on any amount payable under this contract which is not paid when due; and

(b) on any judgement for money payable under this contract.

11.2 Interest continues to accrue:

(a) under clause 11.1(a), from the date it is due until paid; and



INITIALS (Note: initials must be accompanied by Electronic Signature)

000018896981

(b) under clause 11.1(b), from the date of judgement until paid.

11.3 Any amount payable under clause 11.1(a) in respect of a period prior to settlement must be paid by the Buyer at settlement. If this contract is terminated or if any amount remains unpaid after settlement, interest continues to accrue.

11.4 Nothing in this clause affects any other rights of the Seller under this contract or at law.

12 DIVIDING FENCES

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

13 BUYER'S DEFAULT

13.1 If the Buyer:

- (a) fails to pay the balance of the Purchase Price as provided in clause 4; or
 - (b) fails to comply with any of the terms or conditions of this Contract;
- then the Seller may:
- (i) affirm this Contract; or
 - (ii) terminate this Contract.

13.2 If the Seller affirms this Contract pursuant to clause 3.2 or clause 13.1, the Seller may:

- (a) sue the Buyer for damages for breach or for specific performance and damages in addition to or instead of damages for breach; and
- (b) recover from the Buyer as a liquidated debt the Deposit or any part of it which the Buyer has failed to pay and shall pay the Deposit or any part of the Deposit which is recovered to the Deposit Holder.

13.3 If the Seller terminates this Contract pursuant to clause 3.2 or clause 13.1, the Seller may elect to:

- (a) declare the Deposit (or so much of it as shall have been paid) forfeited and/or sue the Buyer for breach; or
- (b) declare the Deposit (or so much of it as shall have been paid) forfeited and/or resell the Property and if the resale is completed within 2 years from the date of termination any deficiency and any expense arising from such resale shall be recoverable by the Seller from the Buyer as liquidated damages;

and in either case the Seller may recover from the Buyer as a liquidated debt the Deposit of any part of it which has not been paid by the Buyer.

13.4 The rights and powers conferred upon the Seller by this clause 13 are in addition to any other right or power which the Seller may have at law or in equity.

14 PARTICULARS OF ADJUSTABLE ITEMS

14.1 Within a reasonable time after written request by the Buyer prior to the Settlement Date, the Seller shall deliver to the Buyer:

- (a) a written statement of all rates, taxes, outgoing, rents and profits not capable of discovery by search or enquiry in any office of public record or pursuant to the provisions of any statute in respect of the Property; and
- (b) (where the Land is subject to a Lease) a written statement disclosing to the extent the same is not disclosed in the Lease Schedule:
 - (i) the names and postal addresses of any tenant or other occupier of the Land;

(ii) the amounts, the due days for and the manner of payment of all periodic sums payable in respect of the Lease;

(iii) the date to which the same shall have been paid; and

(iv) the amounts of any Bond held from any such tenant or other occupier and the identity of the party holding such Bond.

14.2 If the Seller becomes aware of any information at any time between the date of delivering any such statement and settlement the effect of which is or may be to render such statement untrue in a material respect the Seller shall immediately disclose that information to the Buyer by notice in writing.

14.3 The Seller warrants that every such statement shall be true at the Settlement Date.

15 ADJUSTMENTS

15.1 The Seller shall pay or discharge all rates, taxes (including land tax) and other outgoing (except insurance premiums on insurances effected by the Buyer) with respect to the Property up to and including the date of possession.

15.2 The Buyer shall pay or discharge all rates, taxes (including land tax) and other outgoing with respect to the Property from the date of possession.

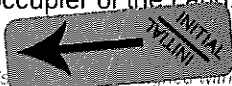
15.3 Except for water charges based on the quantity of water used all rates, taxes and outgoing shall be apportioned:

- (a) in the case of those paid by the Seller, on the amount actually paid;
- (b) in the case of those levied but unpaid, on the amount payable disregarding any discount for early payment;
- (c) in the case of those not levied but the amount can be ascertained by advice from the relevant rating and taxing authority, on the amount advised by the relevant rating and taxing authority disregarding any discount for early payment; and
- (d) in the case of those not levied and not ascertainable from the relevant rating and taxing authority and where a separate assessment was issued for the Land for the assessment period immediately prior to the date of possession, on the amount payable in that separate assessment disregarding any discount for early payment.

15.4 Any rates in the nature of water rates and which are not determined by reference to water usage shall be apportioned in accordance with clause 15.3. Any water charges based on the quantity of water used shall be adjusted in accordance with the following provisions:

- (a) the Buyer, at the expense of the Buyer, shall read or procure the reading of any water meter installed on the Land no more than 5 days and no less than 3 days prior to the date of possession, and shall inform the Seller of the results of the water meter reading;
- (b) the deemed water usage in litres for the whole of the *current rating period for water charges* ("**the deemed water usage**") shall be calculated as the amount which is directly proportionate to the water usage between the date of commencement of the current rating period for water charges and the date of the water meter reading referred to in clause 15.4(a) (no allowance being made for seasonal or other factors);
- (c) the likely assessment of water charges for the deemed water usage shall be calculated by using the method and rates then being used by the Local Government or other water supplier ("**the likely assessment**");
- (d) the likely assessment shall then be apportioned.

INITIALS (Note: initials must be signed with Electronic Signature)



000018896981

15.5 Land Tax shall be apportioned:

- (a) on the assessment that the Office of State Revenue would issue for the land tax year current at the Settlement Date if the Seller was one natural person resident in Queensland and the Land was the Seller's only land; or
- (b) if there is no separate Site Value for the Land, on a notional Site Value equal to:

$$\text{Site Value of the parcel} \times \frac{\text{Area of the Land}}{\text{Area of the Parcel}}$$

15.6 If land tax is unpaid at the Settlement Date and the Office of State Revenue advises that it will issue a final clearance for the Land on payment of a specified amount, then the Buyer may deduct the specified amount from the balance of the Purchase Price at settlement and must pay it promptly to the Office of State Revenue. If an amount is deducted under this clause, then land tax will be treated as paid at the Settlement Date for the purposes of clause 15.3.

16 RENTS AND PROFITS GUARANTEES AND BONDS

16.1 The rents and profits with respect to the Property shall benefit the Seller up to and including the date of possession and thereafter shall benefit the Buyer and shall be dealt with as follows:

- (a) all unpaid rents and profits in respect of any period terminating on or prior to the date of possession shall not be apportioned between the parties on settlement but shall be recoverable by the Seller in accordance with clause 16.3;
- (b) all rents and profits paid in advance of the date of possession shall be apportioned between the parties on settlement;
- (c) all rents and profits payable in respect of any period current at the date of possession which have not been paid at the Settlement Date shall be apportioned when received by either party.

16.2 If on settlement a deduction is made in respect of any Bond, the Buyer shall following settlement keep the Seller indemnified in that respect.

16.3 The Seller assigns to the Buyer, subject to the settlement of this Contract and with effect from the Settlement Date:

- (a) the benefit of all conditions contained in any Leases on the part of the tenant or other occupier of the Land given in favour of the Seller or any predecessors in title of the Seller;
- (b) the benefit of all terms and conditions contained in the Service Contracts (subject to the consent of Service Contractor); and
- (c) the benefit of all Guarantees or Bonds held by the Seller in respect of the Leases which are capable of assignment.

provided that all unpaid rents and profits in respect of any period terminating on or prior to the date of possession not apportioned upon settlement shall not be assigned to the Buyer but be recoverable by the Seller and to that extent section 117 of the *Property Law Act 1974* shall not apply.

16.4 The Buyer agrees to retain records relating to the Leases and to produce the Leases and any records relating to the Leases in any proceedings commenced by the Seller to recover any unpaid rents and profits.

16.5 The Seller shall prepare and execute appropriate notices to give effect to the assignments in clause 16.3.

17 LIABILITY OF BUYER

17.1 The Property shall be at the risk of the Seller until 5:00pm on the next Business Day after the date of this Contract and then the risk shall pass to the Buyer. The Seller whilst continuing in possession will use the Property with reasonable care.

17.2 From the date of this Contract until settlement, the Seller shall use best endeavours to administer the Property and properly enforce the Leases in accordance with the usual practice of the Seller. Should any matter or circumstance arise which may materially affect the proper performance of the terms of any Lease by any party, the Seller shall immediately notify the Buyer in writing.

17.3 In addition to the obligations contained in Clause 17.2, the Seller shall not without the prior written consent of the Buyer which shall not be unreasonably withheld:

- (a) accept or agree to accept a surrender of any Lease;
- (b) grant any Lease for any part of the Property which is vacant at the date of this Contract or which may become vacant prior to settlement;
- (c) consent to the variation of any Lease, proposed assignment or any other dealing concerning any Lease; or
- (d) negotiate or set new rent.

18 ACCESS

18.1 The Seller shall permit the Buyer or any person authorised by the Buyer to enter the Property on the Settlement Date for the purpose of checking the inventory of chattels (if any) and ascertaining the existence and state of repair of the Property.

18.2 The Seller shall permit any person authorised by the Buyer in writing upon reasonable written notice to enter the Property on one occasion for the purposes of reading any water, gas, electricity or other meter.

19 CONSENTS

If any consent is required by statute to the sale or the performance of any obligation under or by virtue of this Contract, this Contract is subject to such consent being given and the party who is required, by the statute, to obtain such consent ("Applicant") shall apply for the consent and pursue the application. The Applicant shall pay all costs and fees (other than the other party's solicitor's) in respect of the application. The other party shall if and when required by the Applicant immediately join in the application and/or shall supply such information as shall be reasonably required in support of the application. If the consent is refused or not granted by the Settlement Date then either party may by notice in writing to the other terminate this Contract.

20 REQUIREMENTS OF AUTHORITIES

20.1 If it is established that at the date of this Contract the Local Government has given to the Seller or some other person a notice in writing pursuant to sections 247 and 248 of the *Building Act 1975* or sections 167 or 168 of the *Planning Act 2016* in respect of any building or structure on the Land and the notice is current at the Settlement Date the Buyer may by notice in writing to the Seller given on the Settlement Date terminate this Contract.

20.2 Except for any notice referred to in clause 20.1, or a tree order disclosed under section 83 of the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*, any valid notice or order issued pursuant to any statute or by any Local Government or Court necessitating the doing of work or the expenditure of money on or in relation to the Property or any path or road adjoining the Land:

INITIALS (Note: if  with Electronic Signature)

000018896981

- (a) if issued before the date of this Contract shall be fully complied with by the Seller in a proper and workmanlike manner on or before the Settlement Date; or
- (b) if issued on or after the date of this Contract shall be fully complied with by the Buyer who shall indemnify the Seller in respect of the compliance with the notice or order.

If without default of the Buyer this Contract is terminated, the Seller shall pay to the Buyer on demand any amount expended by the Buyer in complying with any notice or order which was of the nature of a capital expenditure or has resulted in a benefit to the Seller.

21 PROPERTY ADVERSELY AFFECTED

21.1 If at the Contract Date:

- NOTE
2
- (a) the Present Use is not lawful under the relevant town planning scheme;
 - (b) the Land is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Land;
 - (c) access or any service to the Land passes unlawfully through other land;
 - (d) any competent authority has issued a current notice to treat, or notice of intention to resume, regarding any part of the Land;
 - (e) there is an outstanding condition of a development approval attaching to the Land under section 73 of the *Planning Act 2016* or section 96 of the *Economic Development Queensland Act 2012* which, if complied with, would constitute a material mistake or error as to the Seller's title to the Property;
 - (f) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List;
 - (g) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*;
 - (h) there is a charge against the Land under section 104 of the *Foreign Acquisitions and Takeovers Act 1975*, and that has not been disclosed in this contract, the Buyer may terminate this contract by notice to the Seller given on or before settlement.

21.2 If no notice is given under clause 21.1, the Buyer will be treated as having accepted the Property subject to all of the matters referred to in that clause.

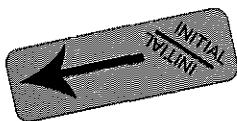
21.3 The Seller authorises the Buyer to inspect records held by any authority, including Security Interests on the PPSR relating to the Property.

21.4 Before the Settlement Date, the Seller must give the Buyer:

- (a) copies of all documents relating to any unregistered interests in the Property; and
- (b) further copies of details if those previously given cease to be complete or accurate;
- (c) if requested by the Buyer, copies of all Security Interests or sufficient details of the Security Interests to enable the Buyer to undertake a search of the PPSR.

22 NO WARRANTY ON PRESENT USE

No warranty is implied that the use of the Property as described in Item H is permissible under any town planning scheme and no compensation is payable if the particulars stated in Item H are not correct.



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

23 COSTS

The parties shall pay their own costs of and incidental to the sale and purchase but all stamp duty on this Contract and any duty in respect of the conveyance by the Seller to the Buyer shall be paid by the Buyer and if not paid by the Buyer may be paid by the Seller and recovered from the Buyer as a liquidated debt.

24 MERGER

Despite settlement and despite the registration of the transfer in favour of the Buyer, any general or special condition (or any part or parts thereof) to which effect is not given by settlement or registration and which is capable of taking effect after settlement or registration shall remain in full force and effect.

25 TIME AND PLACE FOR SETTLEMENT

- 25.1 Settlement shall be effected at such time and place as may be agreed upon by the parties. The time for settlement shall be between the hours of 9:00am and 4:00pm AEST on the Settlement Date.
- 25.2 In the absence of agreement as to place, settlement shall be effected in the city or town named in Item R at:
 - (a) the office of a solicitor or financial institution nominated by the Seller; or
 - (b) if the Seller does not make a nomination at the land registry office in or nearest to the city or town in item R.
- 25.3 Despite clause 25.2 if a mortgage is to be discharged on settlement the Seller may by notice in writing to the Buyer given not less than 2 Business Days prior to the Settlement Date require settlement to take place at the office of the Seller's mortgagee in the city or town named in Item R or if such mortgagee does not have an office in that city or town at the office of such mortgagee in Queensland nearest to that city or town.

26 TIME OF THE ESSENCE

- 26.1 Time is of the essence of this contract, except regarding any agreement between the parties on a time of day for settlement and except otherwise provided in this Contract.
- 26.2 Clauses 26.2 to 26.8 apply if a party is unable to perform a Settlement Obligation solely as a consequence of a Delay Event but does not apply where the inability is attributable to:
 - (i) damage to, destruction of or diminution in value of the Property or other property of the Seller or Buyer; or
 - (ii) termination or variation of any agreement between a party and another person whether relating to the provision of finance, the release of an Encumbrance, the sale or purchase of another property or otherwise.
- 26.3 Time for the performance of the parties' Settlement Obligations is suspended and ceases to be of the essence of the contract and the parties are deemed not to be in breach of their Settlement Obligations.
- 26.4 An Affected Party must take reasonable steps to minimise the effect of the Delay Event on its ability to perform its Settlement Obligations.
- 26.5 When an Affected Party is no longer prevented from performing its Settlement Obligations due to the Delay Event, the Affected Party must give the other party a notice of that fact, promptly.
- 26.6 When the Suspension Period ends, whether notice under clause 26.5 has been given or not, either party may give the other party a Notice to Settle.

26.7 A Notice to Settle must be in writing and state:

- (i) the Suspension Period has ended; and
- (ii) a date, being not less than 5 nor more than 10 Business Days after the date the Notice to Settle is given, which shall become the Settlement Date;
- (iii) that time is of the essence.

26.8 When Notice to Settle is given, time is again of the essence of the contract.

26.9 In this clause 26:

- (i) "Affected Party" means a party referred to in clause 26.2;
- (ii) "Delay Event" means:
 - (a) a tsunami, flood, cyclone, earthquake, bushfire or other act of nature;
 - (b) riot, civil commotion, war, invasion or a terrorist act;
 - (c) an imminent threat of an event in paragraphs (a) or (b); or
 - (d) compliance with any lawful direction or order by a Government Agency;
- (iii) "Government Agency" means the government of the Commonwealth of Australia or an Australian State, Territory or local government and includes their authorities, agencies, government owned corporations and authorised officers, courts and tribunals.
- (iv) "Settlement Obligations" means, the obligations of the Buyer and Seller under clause 4;
- (v) "Suspension Period" means the period during which the Affected Party (or if both the Buyer and Seller are Affected Parties, either of them) remains unable to perform a Settlement Obligation solely as a consequence of a Delay Event.

27 NOTICES, COMMUNICATIONS, AUTHORITY DIRECTIONS, ETC

27.1 Notices under this contract must be in writing.

27.2 Notices under this contract or notices required to be given by law may be given and received by the party's solicitor.

27.3 Notices under this contract or notices required to be given by law may be given by:

- (a) delivering or posting to the other party or its solicitor; or
- (b) sending it to the facsimile number of the other party or its solicitor stated in the Reference Schedule (or another facsimile number notified by the recipient to the sender); or
- (c) sending it to the email address of the other party or its solicitor stated in the Reference Schedule (or another email address notified by the recipient to the sender).

27.4 Subject to clause 27.5, a notice given after this contract is entered into in accordance with clause 27.3 will be treated as given:

- (a) 5 Business Days after posting;
- (b) if sent by facsimile, at the time indicated on a clear transmission report; and
- (c) if sent by email, at the time it is sent.

27.5 Notices given by facsimile, by personal delivery or by email between 5pm on a Business Day (the "first Business Day") and 9am on the next Business Day (the "second Business Day") will be treated as given or delivered at 9am on the second Business Day.

27.6 If two or more notices are treated as given at the same time under clause 27.5, they will be treated as given in the order in which they were sent or delivered.

27.7 Notices or other written communications by a party's solicitor (for example, varying the Inspection Date, Finance Date or Settlement Date) will be treated as given with that party's authority.

27.8 For the purposes of clause 27.3(c) and clause 36.2 the notice or information may be contained within an email, as an attachment to an email or located in an electronic repository accessible by the recipient by clicking a link in an email.

28 REMOVAL OF FIXTURES, FITTINGS AND CHATTELS

28.1 Unless otherwise agreed between the parties any property not sold under this Contract (other than property of any tenant or other occupier of the Land) shall be removed from the Land prior to delivery of possession.

28.2 The Seller shall at the Seller's own expense reinstate and make good prior to delivery of possession any damage done to the improvements in removing that property and if the Seller fails to do so the Buyer may do so and recover the costs of so doing from the Seller as a liquidated debt.

28.3 Any of that property not so removed shall be deemed abandoned by the Seller and the Buyer may without prejudice to any other remedy complete this Contract and appropriate or remove or otherwise dispose of that property as the Buyer thinks fit.

28.4 Any costs incurred by the Buyer in removing that property or in making good any damage done to the improvements in such removal may be recovered by the Buyer from the Seller and the Seller shall indemnify and hold indemnified the Buyer from and against all claims, demands, actions, costs, judgements and expenses which the Buyer may suffer or incur by reason of any other person claiming any interest in that property.

29 CHATTELS

29.1 Title to any chattels agreed to be sold by or under this Contract shall pass at settlement.

29.2 The Seller assigns to the Buyer subject to the settlement of this Contract and with effect from the Settlement Date, the benefit of all warranties capable of assignment held by the Seller in respect of the chattels agreed to be sold. The Seller shall deliver to the Buyer at settlement all documents in the possession or control of the Seller evidencing the warranties referred to in this clause which would be sufficient to enable the Buyer to enforce those warranties.

30 APPOINTMENT OF AGENT

In the absence of any specific appointment the Seller by executing this Contract confirms the appointment of the Seller's Agent (jointly with any other agent in conjunction with whom the Seller's Agent has sold) as the agent of the Seller to introduce a Buyer.

31 FINANCE CLAUSE

31.1 If Items S, T and U are not deleted, this Contract is subject to the Buyer obtaining approval of a loan from the lender or class of lender specified in Item S on or before the approval date specified in Item T not less than the amount of loan specified in Item U on terms satisfactory to the Buyer. The Buyer must take reasonable steps to obtain the approval.

NOTE 7

31.2 The Buyer may give notice to the Seller that:

- (a) approval has not been obtained by the approval date and the Buyer terminates this contract; or
- (b) the finance condition has been either satisfied or waived by the Buyer.

INITIALS (Note: initials)  Electronic Signature

000018896981

31.3 The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 31.2 by 5pm on the approval date. This is the Seller's only remedy for the Buyer's failure to give notice.

31.4 The Seller's right under the clause 31.3 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 31.2.

32 PROPERTY SOLD SUBJECT TO LEASES AND SERVICE CONTRACTS

32.1 Seller's Statement

Where the Property is sold subject to any Lease or Service Contract, the Seller states that, except as disclosed in this Contract, each of the following statements shall be accurate at the Settlement Date:

- (a) the particulars in the Lease Schedule and the Service Contract Schedule are true and correct;
- (b) that no circumstances exist as far as the Seller is aware that would render any Lease liable to forfeiture nor has the Seller agreed to a surrender of any Lease;
- (c) that all Leases and Service Contracts have been disclosed to the Buyer prior to execution of this Contract;
- (d) the Seller is not aware of any breach by the Seller of any Lease or Service Contract;
- (e) where any of the Leases are subject to the application of the *Retail Shop Leases Act 1994* ("Act"), the following further statements by the Seller apply:
 - (i) as far as the Seller is aware the Seller has in all respects complied with the Act in relation to the Leases;
 - (ii) no Lease is subject to an existing or renewed retail tenancy dispute within the meaning of the Act;
 - (iii) there are no mediation agreements, Queensland Civil and Administrative Tribunal proceedings or orders in existence in respect of any Lease;
 - (iv) no tenant has notified the Seller requesting the right to renew any Leases for a further period;
 - (v) no tenant has made a claim upon the Seller to pay compensation for loss or damage suffered by the tenant by virtue of sections 43, 46G or 46K of the Act nor are there any circumstances existing to the Seller's knowledge which might give rise to a claim for such compensation.

32.2 Inaccurate Statement

If a statement contained in clause 32.1 is not accurate then the Buyer may terminate this Contract by notice in writing to the Seller.

32.3 Acceptance of Lease and Service Contract Terms

- (a) Within 7 days of the date of this Contract, the Seller will deliver to the Buyer or the Buyer's solicitor true copies of all Leases and Service Contracts together with a written statement that they constitute the whole of every agreement or arrangement with each of the tenants stated in those Leases or with each of the Service Contractors in those Service Contracts.
- (b) If:
 - (i) the Seller does not deliver to the Buyer or the Buyer's solicitor true copies of all Leases and Service Contracts pursuant to clause 32.3(a); or

- (ii) true copies of all Leases and Service Contracts have been delivered pursuant to clause 32.3(a) and the Buyer is not satisfied with any of the terms and conditions of any Lease or Service Contract;

then in the case of clause 32.3(b)(i) the Buyer shall be entitled to terminate this Contract by notice in writing to the Seller or in the case of clause 32.3(b)(ii) the Buyer shall be entitled to terminate this Contract by written notice to the Seller within 7 days from the date upon which all Leases and Service Contracts have been delivered.

- (c) If the Buyer does not give written notice to the Seller pursuant to clause 32.3(b)(i) or 32.3(b)(ii), the Buyer agrees to be bound by the terms and conditions of each Lease and Service Contract disclosed by the Seller in the Lease Schedule and the Service Contract Schedule from the Settlement Date as if the Buyer were named as lessor in such Lease or as a contracting party in such Service Contract in substitution for the Seller.
- (d) With respect to Service Contracts, clause 32.3(c) will apply subject to the consent of the Service Contractor.
- (e) The amounts paid or payable in respect of the Service Contracts shall be outgoing for the purposes of clause 15 and shall be apportioned accordingly.

33 FOREIGN BUYER APPROVAL

NOTE
10 The Buyer warrants that either:

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

34 GOODS AND SERVICES TAX

34.1 Definitions

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

34.2 Reference Schedule and Notes

The Reference Schedule and the Notes to Completion are part of this clause 34.

34.3 Taxable Supply

This clause 34 applies where the transaction is:

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

34.4 Purchase Price Includes GST

If this clause 34.4 applies, the Purchase Price includes the Seller's liability for GST on the Supply of the Property. The Buyer is not obliged to pay any additional amount to the Seller on account of GST on the Supply of the Property.

34.5 Purchase Price Does Not Include GST

If this clause 34.5 applies, the Purchase Price does not include the Seller's liability for GST on the Supply of the Property. The Buyer must on the Settlement Date pay to the Seller in addition to the Purchase Price an amount equivalent to the amount payable by the Seller as GST on the Supply of the Property.

INITIALS (Note: Initials)  Electronic Signature

000018896981

34.6 Margin Scheme

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

If this clause 34.6 applies:

- (a) the Purchase Price includes the Seller's liability for GST on the Supply of the Property. The Buyer is not obliged to pay any additional amount to the Seller on account of GST on the Supply of the Property;
- (b) the Seller:
 - (i) must apply the Margin Scheme to the Supply of the Property; and
 - (ii) warrants that the Margin Scheme is able to be applied;
- (c) if the Seller breaches clause 34.6(b)(i) or its warranty under clause 34.6(b)(ii) then:
 - (i) the Buyer may terminate this Contract if it becomes aware of the breach prior to the Settlement Date.
 - (ii) if the Buyer does not terminate this Contract under clause 34.6(c)(i) or does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable for the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
 - (iii) the Buyer is entitled to compensation from the Seller if there is a breach of clause 34.6(b).

34.7 If the Supply is a Going Concern

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

If this clause 34.7 applies:

- (a) the Purchase Price does not include any amount for GST;
- (b) the parties agree the Supply of the Property is a Supply (or part of a Supply) of a Going Concern;
- (c) the Seller warrants that:
 - (i) between the date of this Contract and the Settlement Date the Seller will carry on the Enterprise; and
 - (ii) the Property (together with any other things that must be provided by the Seller to the Buyer at the Settlement Date under a related agreement for the same Supply) is all of the things necessary for the continued operation of the Enterprise;
- (d) the Buyer warrants that at the Settlement Date it is registered or required to be Registered under the GST Act;
- (e) if either of the warranties in clause 34.7(c) is breached:
 - (i) the Buyer may terminate this Contract if it becomes aware of the breach prior to the Settlement Date;
 - (ii) if the Buyer does not terminate this Contract then, at the Settlement Date, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property;

- (iii) if the Buyer does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable in respect of the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
- (iv) the Buyer is entitled to compensation from the Seller if there is a breach of the warranty;
- (f) if the warranty in clause 34.7(d) is not correct the Buyer must pay to the Seller an amount equal to the GST payable in respect of the Supply of the Property. Payment must be made at the Settlement Date or, if settlement has occurred, immediately on demand;
- (g) if for any reason other than a breach of a warranty by the Seller or the Buyer this transaction is not a Supply of a Going Concern, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property. Payment must be made at the Settlement Date or, if settlement has occurred, immediately on demand.

34.8 Adjustments

Where this Contract requires an adjustment or apportionment of outgoings or rent and profits of the Property, that adjustment or apportionment must be made on the amount of the outgoing, rent or profit exclusive of GST.

34.9 Tax Invoice

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

34.10 No Merger

To avoid doubt, the clauses in this clause 34 do not merge on settlement.

34.11 Remedies

The remedies provided in clauses 34.6(c), 34.7(e) and 34.7(f) are in addition to any other remedies available to the aggrieved party.

35 BUILDING AND PEST INSPECTION REPORTS

35.1 This contract is conditional on the Buyer obtaining a written building report and a written pest report (which may be a single report) on the Property by the Inspection Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain the reports (subject to the right of the Buyer to elect to obtain only one of the reports).

35.2 The Buyer must give notice to the Seller that:

- (1) a satisfactory report under clause 35.1 has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
- (2) clause 35.1 has been either satisfied or waived by the Buyer.

35.3 If the Buyer terminates this contract and the Seller asks the Buyer for a copy of the building and pest reports, the Buyer must give a copy of each report to the Seller without delay.

35.4 The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 35.2 by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.

35.5 The Seller's right under clause 35.4 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 35.2.



INITIALS (Note: initials must be signed with Electronic Signature)

000018896981

36. ELECTRONIC SETTLEMENT

36.1 Application of Clause

- 36.1.1. Clause 36 applies if the Buyer, Seller and each Financial Institution involved in the transaction agree to an Electronic Settlement using the same ELNO System and overrides any other provision of this Contract to the extent of any inconsistency.
- 36.1.2. Acceptance of an invitation to an Electronic Workspace is taken to be an agreement for clause 36.1.1.
- 36.1.3. Clause 36 (except clause 36.5.3) ceases to apply if either party gives notice under clause 36.5 that settlement will not be an Electronic Settlement.

36.2 Completion of Electronic Workspace

- 36.2.1. The parties must:
 - (a) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and
 - (b) do everything else required in the Electronic Workspace or otherwise to enable settlement to occur on the Settlement Date.
- 36.2.2. If the parties cannot agree on a time for settlement, the time to be nominated in the Workspace is 4pm AEST.
- 36.2.3. If any part of the Purchase Price is to be paid to discharge an Outgoing:
 - (a) the Buyer may, by notice in writing to the Seller, require that the amount is paid to the Buyer's Solicitor's trust account and the Buyer is responsible for paying the amount to the relevant authority;
 - (b) for amounts to be paid to destination accounts other than the Buyer's Solicitor's trust account, the Seller must give the Buyer a copy of the current invoice for the Outgoing to enable the Buyer to verify the destination account details in the Financial Settlement Schedule.
- 36.2.4. If the Deposit is required to discharge any Encumbrance or pay an Outgoing at settlement:
 - (a) the Deposit Holder must, if directed by the Seller at least 2 Business Days prior to Settlement, pay the Deposit (and any interest accrued on investment of the Deposit) less commission as clear funds to the Seller's Solicitor;
 - (b) the Buyer and the Seller authorise the Deposit Holder to make the payment in clause 36.2.4(a);
 - (c) the Seller's Solicitor will hold the money as Deposit Holder under the Contract; and
 - (d) the Seller and Buyer authorise the Seller's Solicitor to pay the money as directed by the Seller in accordance with the Financial Settlement Schedule.

36.3 Electronic Settlement

- 36.3.1. Clauses 10.2, 10.3, 25.2 and 25.3 do not apply.
- 36.3.2. Payment of the balance of the Purchase Price electronically as directed by the Seller's Solicitor in the Financial Settlement Schedule satisfies the Buyer's obligation in clause 4.1.
- 36.3.3. The Seller and Buyer will be taken to have complied with:
 - (a) clause 4.2(c),(e) and (f); and
 - (b) clause 4.4(d) and (e),

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

- 36.3.4. The Seller will be taken to have complied with clauses 4.1(b), (c), (d), (f), (g) (h), (i), (j) and (k) and clause 5 if:
 - (a) in relation to documents which are suitable for Electronic Lodgement in the Land Registry at settlement, the documents are Digitally Signed within the Electronic Workspace; and
 - (b) in relation to any other document or thing, the Seller's Solicitor:
 - (i) confirms in writing prior to settlement that it holds all relevant documents which are not suitable for Electronic Lodgement and all Keys in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and
 - (ii) gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than the Business Day after settlement; and
 - (iii) if requested by the Buyer, provides copies of documents in the Seller's Solicitors possession.
- 36.3.5. A party is not in default to the extent it is prevented from complying with an obligation because the other party or the other party's Financial Institution has not done something in the Electronic Workspace.
- 36.3.6. Any rights under the contract or at law to terminate the contract may not be exercised during the time the Electronic Workspace is locked for Electronic Settlement.
- 36.3.7. Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.

36.4 Computer System Unavailable

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

36.5 Withdrawal from Electronic Settlement

- 36.5.1. Either party may elect not to proceed with an Electronic Settlement by giving written notice to the other party.
- 36.5.2. A notice under clause 36.5.1 may not be given later than 5 Business Days before the Settlement Date unless an Electronic Settlement cannot be effected because:
 - (a) the transaction is not a Qualifying Conveyancing Transaction; or
 - (b) a party's solicitor is unable to complete the transaction due to death, a loss of legal capacity or appointment of a receiver or administrator (or similar) to their legal practice or suspension of their access to the ELNO System; or
 - (c) the Buyer's or Seller's Financial Institution is unable to use the relevant ELNO System to effect Electronic Settlement.
- 36.5.3. If clause 36.5.2 applies:
 - (a) the party giving the notice must provide satisfactory evidence of the reason for the withdrawal; and



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

000018896981

- (b) the Settlement Date will be extended to the date 5 Business Days after the Settlement Date.

36.6 Costs

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

36.7 Definitions for clause 36

In clause 36:

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

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

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

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

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

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

"ELNO" has the meaning in the ECNL.

"ELNO System" means a system provided by the ELNO for facilitating Financial Settlement and Electronic Lodgement.

"Financial Settlement" means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule.

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

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

37. ELECTRONIC CONTRACT AND DISCLOSURE

37.1 Electronic Signing

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

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

37.2 Pre-contract Disclosure

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

38. COUNTERPARTS

38.1 This contract may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same contract.

38.2 A counterpart may be electronic and signed using an Electronic Signature.

NOTES AND WARNINGS

NB. Where any specific items are not required delete and initial

NOTE 1 Insert, in Item A, the date of signing by the last party to sign.

NOTE 2 Describe, in Item H, the actual use presently being made of the Land and/or the improvements, e.g. commercial etc.

WARNING - Refer to clause 21.1(a). Before this Contract is signed the Seller should ensure that the present use described in Item H is a lawful use.

For example, if a business is being carried on at a dwelling house in a residential zone, that use may be unlawful unless town planning consent exists. This warning applies whether the Buyer intends to continue the use stated in Item H or not. If the use is not lawful or if there is a doubt about the use, this should be drawn to the Buyer's attention and, if the Buyer agrees, a special condition should be inserted in this Contract so as to modify or avoid the operation of clause 21.1(a).

NOTE 3 If freehold, do not complete "Type of Holding" or "Lease No".

NOTE 4 Describe in general terms, e.g. factory, warehouse etc.

NOTE 5 Particulars should be inserted in the Lease Schedule and the Service Contract Schedule.

NOTE 6 The Contract Rate is published each month in "The Proctor".

NOTE 7 If this Contract is to be subject to finance then Items S, T and U must be completed in every respect and Item V must be deleted and initialled. If this Contract is not to be subject to finance Items S, T and U must be deleted and initialled and Item V shall apply.

If known, state name of lender in Item S. If not known, state class, e.g. trading bank, savings bank, building society, insurance company, credit union, or other class of lending institution. Do not insert the words "finance company" but insert the specific name (or names) of a finance company.

The date in Item T should be at least 14 days prior to the Settlement Date.

The dollar amount of the loan being sought must be inserted in Item U. Do not insert the words "sufficient to complete this purchase" or words of a similar effect.

NOTE 8 The Deposit Holder should sign with his or her personal signature.

If the Deposit Holder is a partnership, a member of the partnership should sign in the partnership name.

If the Deposit Holder is a company, the acknowledgement should be signed in accordance with the *Corporations Act 2001*, section 127 or by a person duly authorised to sign acknowledgements of Deposit Holder on behalf of the company.

NOTE 9 A Seller which is a corporation should note that to ensure the Property is free from Encumbrances it may be necessary to provide evidence at settlement that the Property has been released from or is not subject to a security interest given by the Seller.

NOTE 10 If this Contract is to be made subject to the approval of the Commonwealth Treasurer being obtained, a special condition should be inserted in this Contract so as to modify or avoid the operation of clause 33.



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

000018896981

CURRENT TITLE SEARCH
DEPARTMENT OF RESOURCES, QUEENSLAND

Request No: 37595343

Search Date: 18/06/2021 13:40

Title Reference: 30416007

Date Created: 07/08/1974

Previous Title: 30341101
30341102

REGISTERED OWNER

Interest

Dealing No: 720345698 22/10/2020

CARRINGTON WAY PTY LTD A.C.N. 068 286 591

TRUSTEE

43/50

UNDER INSTRUMENT 709434320

CECILE RYAN

TRUSTEE

7/50

UNDER INSTRUMENT 709434320

AS TENANTS IN COMMON

ESTATE AND LAND

Estate in Fee Simple

LOT 3

REGISTERED PLAN 602612

Local Government: ROCKHAMPTON

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 19516123 (ALLOT 14 SEC 61)

ADMINISTRATIVE ADVICES - NIL

UNREGISTERED DEALINGS - NIL

** End of Current Title Search **

COPYRIGHT THE STATE OF QUEENSLAND (DEPARTMENT OF RESOURCES) [2021]

Requested By: D-ENQ EQUIFAX

Rollover benefits statement



Central Plaza Three
70 Eagle Street, Brisbane
GPO Box 200, Brisbane QLD 4001

P 1300 360 750
F 1300 241 602
W qsuper.qld.gov.au



043/705

Sugart Pty Ltd ATF The A&T Russell Super Fund
43 CORBERRY ST
THE RANGE QLD 4700



Please keep a copy of this statement for your records.

Section A: Receiving fund

Australian business number (ABN)	48 325-593-569
Fund name	Sugart Pty Ltd ATF The A&T Russell Super Fund
Postal address	43 CORBERRY ST
Suburb/town/location	THE RANGE
State/territory	QLD
Postcode	4700
Country	Australia
Unique superannuation identifier (USI)	
Member client identifier	

Section B: Member's details

Tax file number (TFN)	136-946-292
Full name	
Title	Mr
Surname	Russell
First given name	Angus
Other given names	John
Residential address	43 Corberry Street
Suburb/town/location	The Range
State/territory	QLD
Postcode	4700
Country	
Date of birth	23 July 1966
Daytime phone number	0749229346
Email address (if applicable)	tragus@optusnet.com.au

Section C: Rollover transaction details

Service period start date	05 June 1989
Tax components	
Tax-free component	\$412.39
KiwiSaver tax-free component	\$0.00
Taxable component	
Element taxed in the fund	\$9,587.61
Element untaxed in the fund	\$0.00
Total tax components	\$10,000.00
Preservation amounts	
Preserved amount	\$0.00
KiwiSaver preserved amount	\$0.00
Restricted non-preserved amount	\$0.00
Unrestricted non-preserved amount	\$10,000.00
Total preservation amounts	\$10,000.00

Section D: Non-complying funds

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

Section E: Transferring fund

Fund Australian business number (ABN)	60 905-115-063
Fund name	QSuper Accumulation account
Contact name	Member Services
Daytime phone number	1300360750
Email address	QSUPER.ATOREPORTING@QSUPER.QLD.GOV.AU

Section F: Declaration

Authorised representative declaration

I declare that:

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

Name	Neil Sheppard
Authorised representative signature	Neil Sheppard
Date	29 January 2021

Rollover benefits statement



Central Plaza Three
70 Eagle Street, Brisbane
GPO Box 200, Brisbane QLD 4001
P 1300 360 750
F 1300 241 602
W qsuper.qld.gov.au



043/882

Sugart Pty Ltd ATF The A&T Russell Super Fund
43 CORBERRY ST
THE RANGE QLD 4700



Please keep a copy of this statement for your records.

Section A: Receiving fund

Australian business number (ABN)	48 325-593-569
Fund name	Sugart Pty Ltd ATF The A&T Russell Super Fund
Postal address	43 CORBERRY ST
Suburb/town/location	THE RANGE
State/territory	QLD
Postcode	4700
Country	Australia
Unique superannuation identifier (USI)	
Member client identifier	

Section B: Member's details

Tax file number (TFN)	489-385-941
Full name	
Title	Mrs
Surname	Russell
First given name	Traci
Other given names	Rae
Residential address	43 Corberry Street
Suburb/town/location	The Range
State/territory	QLD
Postcode	4700
Country	AUSTRALIA
Date of birth	31 March 1966
Daytime phone number	0749229346
Email address (if applicable)	angus_traci@optusnet.com.au



Section C: Rollover transaction details

Service period start date 29 October 1984

Tax components

Tax-free component	\$173.51
KiwiSaver tax-free component	\$0.00
Taxable component	
Element taxed in the fund	\$4,826.49
Element untaxed in the fund	\$0.00
Total tax components	\$5,000.00

Preservation amounts

Preserved amount	\$0.00
KiwiSaver preserved amount	\$0.00
Restricted non-preserved amount	\$0.00
Unrestricted non-preserved amount	\$5,000.00
Total preservation amounts	\$5,000.00

Section D: Non-complying funds

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

Section E: Transferring fund

Fund Australian business number (ABN)	60 905-115-063
Fund name	QSuper Accumulation account
Contact name	Member Services
Daytime phone number	1300360750
Email address	QSUPER.ATOREPORTING@QSUPER.QLD.GOV.AU

Section F: Declaration

Authorised representative declaration

I declare that:

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

Name	Neil Sheppard
Authorised representative signature	Neil Sheppard
Date	28 January 2021

Contract for Commercial Land and Buildings

Eighth Edition

This document has been approved by The Real Estate Institute of Queensland Limited and the Queensland Law Society Incorporated as being suitable for the sale and purchase of Commercial Land and Buildings in Queensland.

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

REFERENCE SCHEDULE

A CONTRACT DATE

NOTE 1

21 DECEMBER 2020

B AGENT:

NAME: Livingston Real Estate Pty Ltd t/a Professionals Livingston & Molloy Real Estate

ADDRESS: 32 Denham Street

SUBURB: ROCKHAMPTON STATE: QLD POSTCODE: 4700
PHONE: 07 4921 4999 FAX: 07 4921 4955 EMAIL: rockhampton@professionals.com.au LICENCE NO: 2504648 ABN/ACN: 46078554668

C SELLER:

NAME: CHARLES RODNEY SCHLENCKER TRUSTEE UNDER INSTRUMENT 706583596

ADDRESS: PO Box 1439

SUBURB: YEPPOON STATE: QLD POSTCODE: 4703
PHONE: MOBILE: 0428154543 EMAIL: rodschlencker@gmail.com ABN/ACN: 29 430 052 337

NAME: CHERYL LORRAINE SCHLENCKER TRUSTEE UNDER INSTRUMENT 706583596

ADDRESS: PO Box 1439

SUBURB: YEPPOON STATE: QLD POSTCODE: 4703
PHONE: MOBILE: EMAIL: ABN/ACN: 29 430 052 337

D SELLER'S SOLICITOR:

NAME: TBA

ADDRESS:

SUBURB: STATE: POSTCODE:
PHONE: FAX: MOBILE: EMAIL: ABN/ACN:

E BUYER:

NAME: SUGART PTY LTD ATF THE A & T RUSSELL SUPER FUND

ADDRESS: 43 CORBERRY STREET

SUBURB: THE RANGE STATE: QLD POSTCODE: 4700
PHONE: 07 4819 2200 FAX: MOBILE: EMAIL: traci@czsportsdirect.com.au ABN/ACN: 48 325 593 569

NAME:

ADDRESS:

SUBURB: STATE: POSTCODE:
PHONE: FAX: MOBILE: EMAIL: ABN/ACN:

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

[Handwritten initials: R, in, and a signature]

000015429027

F BUYER'S SOLICITOR:

NAME: Foxlaw Pty Ltd

ADDRESS: PO Box 1276

SUBURB: ROCKHAMPTON CITY

STATE: QLD

POSTCODE: 4700

PHONE:

FAX:

MOBILE:

EMAIL:

ABN/ACN:

07 49278374

07 49278389

teamfox@foxlaw.com.au

G DEPOSIT HOLDER:

NAME:

LIVINGSTON REAL ESTATE PTY LTD

PHONE:

07 4921 4999

H LAND:

ADDRESS:

181 EAST STREET

SUBURB:

ROCKHAMPTON CITY

STATE: QLD

POSTCODE: 4700

NOTE 2
(See
Warning)

Present Use: (if any)

Commercial Offices

Description:

LOT 1 & 2 ON RP608961

Title Reference:

50326089

Area:

380M2

← more or less

NOTE 3

Type of Holding:

FREE

Lease No: _____

Local Government:

ROCKHAMPTON REGIONAL COUNCIL

I IMPROVEMENTS INCLUDED IN SALE:

NOTE 4

Nature of Buildings: Two Storey Office Complex

Unless excluded below the Purchase Price includes all partitions, stoves, hot water systems, wall-to-wall floor coverings, drapes and tracks, blinds, light fittings, clothes lines, holsts, fixed television or satellite antennae or dishes, in-ground shrubs and all fixtures as inspected by the Buyer.

Exclusions: Nil

J OTHER CHATTELS INCLUDED IN SALE: ← Attach inventory if insufficient space

All Air-Conditioning Plant and Equipment

K THE LAND IS SOLD AS:

Choose which applies →



Freehold

← Subject to the reservations exceptions and conditions in the deed of grant



Leasehold

← Subject to the conditions of the Crown leasehold title

L ENCUMBRANCES:

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

EASEMENT No 601155753 (C245214) 14/06/1967 BENEFITING THE LAND OVER EASEMENT B ON RP8961

EASEMENT No 601155754 (C245215) 14/06/1967 BURDENING THE LAND TO RESUB 2 OF SUB A AND RESUB 1 OF SUB B OF ALLOT 13 OF SEC 61 OVER EASEMENT A IN LOT 2 ON RP8961

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

M LEASES AND SERVICE CONTRACTS:

NOTE 5

See Lease Schedule and Service Contract Schedule.

N PURCHASE PRICE:

\$ 425,000

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

000016377037

DEPOSIT:

\$ 5,000 Initial Deposit payable on the day the Buyer signs this contract unless another time is specified below:

\$ _____ Balance Deposit (if any) payable on: _____

Deposit Holder's Trust Account
Livingston Real Estate Pty Ltd Trust Account

BANK: National Australia Bank

BSB: 084-901

ACCOUNT NO: 543961561 Ref: 181 East St

DEFAULT INTEREST RATE:

CLAUSE 11 & NOTE 6

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

SETTLEMENT DATE:

Date: 65 DAYS FROM THE CONTRACT DATE
or the next Business Day if that is not a Business Day in the city or town in Item R

CITY OR TOWN FOR SETTLEMENT:

CLAUSES 25.1 & 25.2

ROCKHAMPTON

FINANCE

NOTE 7

SUBJECT TO FINANCE:

If this Contract is subject to finance then Items S, T and U must be completed in every respect and Item V must be deleted and initialled.

CLAUSE 31

NOT SUBJECT TO FINANCE:

If this Contract is not to be subject to finance then Items S, T and U must be deleted and initialled and Item V shall apply.

LENDER OR CLASS OF LENDER:

Refer to Special Condition 4.0

THE APPROVAL DATE:

The _____ day of _____ MONTH YEAR

OR the next Business Day if that is not a Business Day in the city or town in item R
45 DAYS FROM THE CONTRACT DATE

AMOUNT OF LOAN:

\$ Refer to Special Condition 4.0

~~THIS CONTRACT IS NOT SUBJECT TO FINANCE AND CLAUSE 31 OF THE STANDARD COMMERCIAL CONDITIONS DOES NOT APPLY.~~

NEIGHBOURHOOD DISPUTES (DIVIDING FENCES AND TREES) ACT 2011

The Seller gives notice to the Buyer in accordance with section 83 of the Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 that the Land:

(select whichever is applicable)

*is not affected by any application to, or an order made by, the Queensland Civil and Administrative Tribunal (QCAT) in relation to a tree on the Land

*is affected by an application to, or an order made by, QCAT in relation to a tree on the Land, a copy of which has been given to the Buyer prior to the Buyer signing the contract.

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

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

000016377037

GOODS AND SERVICES TAX - WARNING

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

Notes to Completion:

- A. Only 1 box in the selected item must be marked.
- B. If the Yes box in item GST 1 is marked:
 - items GST2 and GST3 must not be marked;
 - despite any markings of Items GST2 and GST3, Clauses 34.4, 34.5 and 34.6 do not apply.
- C. If the Yes box in item GST2 is marked:
 - item GST1 and GST3 must not be marked;
 - despite any marking of Items GST1 and GST3, Clauses 34.4, 34.5 and 34.7 do not apply.

GST1 GOING CONCERN:

Is this a sale of a Going Concern? Yes

If Yes, Clause 34.7 (If the Supply is a Going Concern) applies.

Otherwise Clause 34.7 (If the Supply is a Going Concern) does not apply.

If the Yes box is marked, do not complete Items GST2 and GST3.

←WARNING: There are strict requirements for the sale of a Going Concern under the GST Act. If in doubt about complying with these provisions, seek professional advice before marking this item.

GST2 MARGIN SCHEME:

Is the Margin Scheme to apply to the sale of the Property? Yes

If Yes, Clause 34.6 (Margin Scheme) applies.

Otherwise Clause 34.6 (Margin Scheme) does not apply.

The Seller must not apply the Margin Scheme to the Supply of the Property if Clause 34.6 does not apply.

If the Yes box is marked, do not complete Items GST1 and GST3.

GST3 INCLUSIVE OR EXCLUSIVE PURCHASE PRICE:

Does the Purchase Price include GST? Yes No

If Yes, Clause 34.4 (Purchase Price Includes GST) applies.

If No, Clause 34.5 (Purchase Price Does Not Include GST) applies.

If neither box is marked or both boxes are marked, Clause 34.4 (Purchase Price Includes GST) applies.

↑ Mark 1 box only

←Do not complete Item GST3 if Item GST1 (Going Concern) or Item GST2 (Margin Scheme) are marked Yes.

GST WITHHOLDING OBLIGATIONS

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

Yes

No

←WARNING: the Buyer warrants in clause 4.5 that this information is true and correct.

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

BUILDING AND/OR PEST INSPECTION DATE

Inspection Date: 21 DAYS FROM THE CONTRACT DATE

← If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 35 does not apply.

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

000016377037

LEASE SCHEDULE*

See Clause 32 of Standard Commercial Terms

LEASE 1:

Name of Tenant: McCaffreys Livestock

Use: Offices

Location / Tenancy No: Ground Floor (Plan Attached) Lease 'B'

Area of Tenancy (m² approx): 102 m²

Current Rental per Annum: \$ 7590 inc GST inclusive of outgoings exclusive of outgoings

Current Commencement Date: _____

Current Lease Term: Monthly

Remaining Option/s: Option 1 Term: Nil years

Option 2 Term: _____ years

Option 3 Term: _____ years

Tenant Carpark: No.: 1 Rate: \$ _____ per annum month

LEASE 2:

Name of Tenant: Darren and Kylie Cox

Use: Offices/Training

Location / Tenancy No: First Floor (Plan Attached)

Area of Tenancy (m² approx): 340m² 360m²

Current Rental per Annum: \$ 10,560 inc GST inclusive of outgoings exclusive of outgoings

Current Commencement Date: 01 November 2018

Current Lease Term: Monthly Tenant

Remaining Option/s: Option 1 Term: Nil years

Option 2 Term: _____ years

Option 3 Term: _____ years

Tenant Carpark: No.: _____ Rate: \$ _____ per annum month

* Attach further Schedule if insufficient space

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

[Handwritten initials: R, K, and a signature]

000016377037

SERVICE CONTRACT SCHEDULE*

See Clause 32 of Standard Commercial Terms

CONTRACT 1:

Contractor: NIL

Service Performed: _____

Cost: \$ _____ per annum quarter month

CONTRACT 2:

Contractor: _____

Service Performed: _____

Cost: \$ _____ per annum quarter month

CONTRACT 3:

Contractor: _____

Service Performed: _____

Cost: \$ _____ per annum quarter month

CONTRACT 4:

Contractor: _____

Service Performed: _____

Cost: \$ _____ per annum quarter month

CONTRACT 5:

Contractor: _____

Service Performed: _____

Cost: \$ _____ per annum quarter month

* Attach further Schedule if insufficient space

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

R. TR *[Signature]*

000016377037

SPECIAL CONDITIONS

1. COMMUNICATION BY ELECTRONIC TRANSMISSIONS

- 1.1 This Contract may be executed in any number of counterparts. All counterparts together shall represent the Contract.
- 1.2 This Contract may be validly created by counterparts sent by electronic advice including email; in the order listed:
 - (a) the first party signs the Contract and forwards it to the second party or its solicitor;
 - (b) the second party signs the copy of the Contract and sent via electronic advice including email; and
 - (c) the second party or its solicitor sent via electronic advice including email the fully signed copy of the Contract back to the first party or its solicitor.
- 1.3 The parties agree to be bound by the copies of this Contract which have been signed via electronic advice including email with this special condition.
- 1.4 Further, the parties agree that they will be bound by, have complied with and will comply with the Electronic Transactions (Qld) Act 2001, in relation to this Contract.

2.0 DUE DILIGENCE

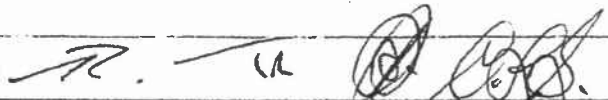
- 2.1 In this Special Condition:-
 - (a) Due Diligence date means on or before 35 days from the Contract Date.
 - (b) Due diligence means all due diligence and investigation the Buyer wishes to make in relation to the Property.
- 2.2 This Contract is subject to the Buyer being satisfied in our absolute discretion, with its due diligence by the due due diligence date.
- 2.3 The Seller will do everything reasonably necessary to assist the Buyer to undertake its due diligence.
- 2.4 On or before the due diligence date the Buyer must:-
 - (a) Give written notice to the Seller confirming that the Buyer is satisfied with its due diligence; or
 - (b) Give written notice to the Seller that the Buyer is not satisfied with its due diligence.
- 2.5 If the Buyer gives notice under Special Condition 2.4 (b) then this Contract is at an end and neither party will have any further obligation to the other and the deposit and all other monies paid hereunder are to be refunded to the Buyer without deduction.
- 2.6 This special Condition is inserted for the benefit of the Buyer and the Buyer may waive the benefit of this Special Condition by notice in writing to the Seller.

3. The Seller will supply a current Asbestos Register and Asbestos Management Plan on the subject property within 30 days from the Contract Date.

4. This Contract of Sale is subject to the successful roll-over of sufficient funds from managed superannuation fund accounts to self-managed superannuation fund account within 45 days from the Contract Date.

The approval by The Real Estate Institute of Queensland Limited and the Queensland Law Society Inc does not extend to any alterations to the printed text of the Standard Commercial Terms or to any Special Conditions of this Contract. The Standard Commercial Terms may need to be added to or varied by inserting specifically prepared Special Conditions in this Contract. If the printed text of the Standard Commercial Terms is altered, or Special Conditions are included, it is recommended that the Seller and the Buyer consult their respective legal advisers prior to signing this Contract.

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



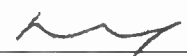
000016377037

SIGNATURES:

Buyer's signature: 

Name of person signing: ANGUS JOHN RUSSELL

By signing this contract, I warrant that I am the Buyer named in the Reference Schedule or authorised by the Buyer to sign.

Witness's signature: 

Name of witness: MARIE TERENCE MOLLOY

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

Buyer's signature: 

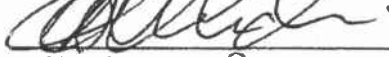
Name of person signing: TRACI RAE RUSSELL

By signing this contract, I warrant that I am the Buyer named in the Reference Schedule or authorised by the Buyer to sign.

Witness's signature: 

Name of witness: MARIE TERENCE MOLLOY

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

Seller's signature: 


Name of person signing: CHARLES RODNEY SCHLENCKER

By signing this contract, I warrant that I am the Seller named in the Reference Schedule or authorised by the Seller to sign.

Witness's signature: 

Name of witness: JULIE-ANNE NAREK CRONIN

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

Seller's signature: 

Name of person signing: CHERYL LORRAINE SCHLENCKER

By signing this contract, I warrant that I am the Seller named in the Reference Schedule or authorised by the Seller to sign.

Witness's signature: 

Name of witness: JULIE-ANNE NAREK CRONIN

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

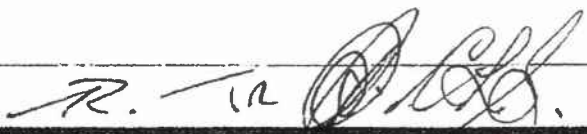
DEPOSIT HOLDER'S ACKNOWLEDGEMENT:

NOTE 8 The deposit holder acknowledges having received \$ _____ as the Deposit or on account of the Deposit and agrees to hold that amount and any balance of the Deposit when received as deposit holder for the parties as provided in this Contract.

Deposit holder's Signature: _____

Licence No.: 2504648

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



000016377037

Client: SUGART PTY LTD

Date: 9/2/23

ATF A + T WISSEU SUPER FUNDS

Engagement of SMSF Australia Pty Ltd

Following our discussions, we are pleased to accept your appointment as your SMSF Accounting Firm providing you with a specialised Self-Managed Super Fund accounting and taxation services under the terms agreed in this engagement letter.

Professional Fees and Payments

We will always quote you in advance for all Self-Managed Super Fund works which will be fixed except in the case of audit issues or contraventions. The general fees listed below are subject to change, but we will always inform you of any changes and seek your written approval prior to commencing work.

Our general fees are:

- Basic SMSF Annual Returns including Audit and Software Costs \$1,300+GST
- Complex Fund including Audit and Software Costs \$1,600+GST
- Very Complex Fund including Audit and Software Costs No Set Price
- Actuarial Certificates are on charged at cost, currently \$89+GST
- Setup of a new SMSF & Corporate Trustee \$2,000+GST
- Setup of a Bare Trust & Corporate Trustee \$1,400+GST

We will confirm what level of complexity applies to your fund prior to commencing work. The reason we need to charge more for complex funds is due to higher audit costs caused by certain investments such as unlisted private company shares.

Time based Engagements

For engagements which cannot be pre-quoted such as assisting with ATO audits or contravened funds these will be charged at the following hourly rates:

- Directors \$360+GST per hour
- Accountants \$150+GST per hour

For work undertaken for periods of less than an hour, the rate shall be charged in 6-minute blocks. All fees are listed on a GST exclusive basis.

Payment Terms & Disclosures

Unless other terms have been agreed to, our terms of payment are strictly 7 days from the date of each invoice. We do not receive commissions from any external providers. If any commission is ever incorrect received, we will immediately disclose this to the effected clients and will fully comply with the statutory requirements in relation to the disclosure of such information.

Documents

Before we lodge any necessary documentation on your behalf, we will forward draft documentation to you for approval. We shall endeavor to ensure that documentation is lodged with the relevant departments by the due dates, provided all information and documentation is received by in adequate time for preparation and lodgment of the documentation, at least 6 weeks prior to actual lodgment due date.

Responsibility for Accounting and Internal Control Systems

It is important to remember that you are personally responsible for the information contained in any statutory return and that you must retain all necessary supporting documentation to substantiate your transaction. I/we will not take responsibility for any failure on your behalf to maintain adequate records.

Ownership of Documents

The final financial statements, tax return and any other documents which we are specifically engaged to prepare, together with any other original documents given to us, shall remain your property. Any other documents brought into existence by us including general journals, working papers, the general ledger, draft financial statements and/or tax returns, will remain our property at all times. However, we will always provide you with copies of any documents that you may require from time to time.

Lien over Documents

We may invoke a Lien over certain documents held until such time as an outstanding fee has been paid or other satisfactory arrangements are reached. A Lien is a right to hold certain documents or property until the debt incurred in respect of that property/document has been satisfied.

Quality Review

As the business includes Chartered Tax Advisers, Fellows of the Taxation Institute of Australia and the IPA we are subject to periodic quality assurance reviews.

By engaging SMSF Australia Pty Ltd, you are consenting to your files possibly being part of such a quality review.

Standards

We aim to provide the highest standard of professional service and are focused on the concerns of our clients. If for any reason you feel you have not received the level of service expected or have an issue to raise, please contact myself to discuss how the problem may be resolved.

Communications

SMSF Australia will generally communicate by email. In signing this letter, you accept the inherent risks of electronic communications unless you expressly instruct us otherwise in writing. While all reasonable precautions are taken to protect the SMSF Australia network and email system we do not represent, warrant or guarantee that communications and any files attached will always be free of all viruses or other malicious programs SMSF Australia accepts no responsibility for any loss or damage resulting from viruses or other malicious programs and recommends that you scan all communications and all attachments.

Professional Standards Scheme

We participate in the Professional Standards Council Scheme, which facilitates the improvement of professional standards to protect consumers and may limit our liability to you in a cause of action. Scheme applies to professional accounting services including accounting, bookkeeping, taxation, auditing and assurance, insolvency and corporate reconstruction, management accounting, management consulting, forensic accounting, valuation services. Please be aware that liability is limited by a scheme approved under Professional Standards Legislation.

Privacy

Our collection use and disclosure of your personal information (PI) may be subject to the *Privacy Act 1988 (Cth)*. We may disclose PI about you with your implied consent for the primary purpose of this engagement or as required by law. This PI may be stored overseas in various locations due to the use of cloud technology such as Microsoft Office 365, Class Super and Xero Practice Management software. We will from time to time engage third party professionals including SMSF Auditors and other practitioners as required to assist us to provide our service to you and we will share your information with these professionals.

If you are in agreement with above terms of engagement, please sign and return a copy of the Engagement letter to me and keep a copy for your records.

Should you have any further queries in relation to the above, please do not hesitate to contact me.

Yours faithfully,



EMILY JAYNE COOPER
Director
SMSF Australia Pty Ltd

Details Required:

- Name of Fund: SUGAR PTY LTD ATF A + T RUSSELL SUPER FUND.
- Tax File Number: 48 325 593 569
- Name of Trustee/s: ANGUS JOHN RUSSELL | TRACI RAE RUSSELL
- Name of Member/s: ANGUS JOHN RUSSELL | TRACI RAE RUSSELL



Signed on behalf of Fund

TRACI RUSSELL

Signatory Name

9/2/2023

Date

**ASIC**

Australian Securities & Investments Commission

Forms Manager

Registered Agents

Company: SUGART PTY. LTD. ACN 644 638 693**Company details**

Date company registered 25-09-2020
 Company next review date 25-09-2023
 Company type Australian Proprietary Company
 Company status Registered
 Home unit company No
 Superannuation trustee company Yes
 Non profit company No

Registered office

43 CORBERRY STREET , THE RANGE QLD 4700

Future address

C/- SMSF AUSTRALIA, UNIT 8 , 435-439 FULLARTON ROAD , HIGHGATE SA 5063 Start date: 18-07-2023

Principal place of business

43 CORBERRY STREET , THE RANGE QLD 4700

Officeholders

RUSSELL, TRACI RAE

Born 31-03-1966 at WILLIAMSTOWN VIC

43 CORBERRY STREET , THE RANGE QLD 4700

Office(s) held: Director, appointed 25-09-2020
 Secretary, appointed 25-09-2020

RUSSELL, ANGUS JOHN

Born 23-07-1966 at WYNDHAM WA

43 CORBERRY STREET , THE RANGE QLD 4700

Office(s) held: Director, appointed 25-09-2020

Company share structure

Share class	Share description	Number issued	Total amount paid	Total amount unpaid
ORD	ORDINARY	2	2.00	2.00

Members

RUSSELL , TRACI RAE 43 CORBERRY STREET , THE RANGE QLD 4700

Share class	Total number held	Fully paid	Beneficially held
ORD	1	No	Yes

RUSSELL , ANGUS JOHN 43 CORBERRY STREET , THE RANGE QLD 4700

Share class	Total number held	Fully paid	Beneficially held
ORD	1	No	Yes

Document history

These are the documents most recently received by ASIC from this organisation.

Received	Number	FormDescription	Status
11-07-2023	7ECF88754 484	CHANGE TO COMPANY DETAILS	Processed - awaiting imaging
25-09-2020	1ESB38695 201	APPLICATION FOR INCORPORATION (DIVN 1)	Processed and imaged

[ASIC Home](#) | [Privacy Statement](#) | [Conditions of use](#) | [Feedback](#)

Copyright 2003 Australian Securities & Investments Commission.

Superannuation Trust Deed for a Self- Managed Fund

for

Sugart Pty Ltd ATF The A&T Russell Super Fund

43 Corberry Street
The Range QLD 4700
Tel: 0438329346
angus_traci@optusnet.com.au

Maddocks Lawyers
Tel: 1300 307 343
(c/- Cleardocs)
info@maddocks.com.au
www.maddocks.com.au

Table of contents

Overview	1
A Establishment of the fund	2
The establishment of the fund	2
Purpose of the fund	2
Trustee of the fund	2
Method of decision by trustee under this deed.....	2
Deed subject to superannuation law	2
Trustee must comply with law	2
B Membership	3
Initial members of the fund	3
Trustee may appoint additional members	3
Beneficiaries as additional members.....	3
Applicant to provide information to trustee	3
Conditions must be met.....	3
Effect of becoming member	4
Date of commencement of membership of additional member.....	4
Date of additional member's commencement as trustee	4
Back-dating of membership.....	4
Trustee must notify new member	4
Trustee must disclose and report	4
Trustee must notify exiting member	5
Limit on disclosure.....	5
Members must inform trustee of change affecting fund compliance	5
Members and trustee must ensure fund compliance	5
Trustee and members must rectify non-compliance	5
Types of compliance arrangement	5
Ceasing to be a member	6
Exception to ceasing to be a member	6
Minor as a member	6
C Accounts of the fund	7
Trustee must establish certain types of account	7
Credits to accumulation accounts	7
Debits to accumulation accounts.....	7
Contributions-split requests	8
Credits to the income account.....	8
Debits to the income account	8
Tax on income.....	9
Distribution from income account.....	9
Trustee may establish equalisation account	9
Credits to equalisation account	10
Debits to equalisation account	10
Trustee may establish or maintain other accounts or reserves	10
Valuation of fund	10

	Interim fund earning rate	10
D	Contributions	10
	Member to keep trustee informed	10
	Member contributions	10
	Employer contributions	11
	Other contributions	11
	How contributions to be made	11
	Late contributions	11
	Failure to contribute	11
	Contributions etc not accepted	11
	Breach of clause headed 'Contributions etc not accepted'	12
	Allocation of contributions	12
	Tax on contributions and shortfall components	13
	No termination on transfer of business to another employer	13
E	Investment	13
	Authorised investments	13
	Forbidden investments	14
	Strategy	14
	Power to deal with investments	14
	Investment choice by members	14
	Member or beneficiary may choose strategy	14
	Member or beneficiary may not choose particular investments within strategy	14
	Chosen strategies to be monitored	15
	Sub-accounts etc for investment choice	15
	Power to deal with investment choice investments	15
F	Benefits: general	15
	Limit on payment of preserved payment benefits	15
	When payment of preserved payment benefits allowed	15
	Payment of non-preserved amount	16
	Vesting and compulsory payment	16
	Possible addition to entitlement when member ceases to be member	16
	Anti-detriment payments (former section 295-485 of the <i>Income Tax Assessment Act</i> 1997)	16
	Trustee may retain benefit in fund	16
	Transfer of insurance policy	17
	Trustee may adjust benefits for wrong information	17
G	Pensions: general	17
	Trustee's power to pay pension	17
	Member or beneficiary may choose type of pension	17
	Actuarial certificate	18
	Funding pension through annuity	18
	Trustee may allocate benefit between 2 or more spouses	18
	Trustee must establish pension account	18
	Credits to pension account	18
	Debits to pension account	18

	Adjustment based on fund earning rate	19
	Segregation of assets and valuation	19
	Pensions: residue in account	19
	Trustee's right to commute pensions generally	19
	Commutations related to transfer balance caps	20
	Qualification of pensions as asset test exempt income streams	20
H	Death, disability and retirement benefits	20
	Death benefit payments	20
	Death benefit agreement payment arrangements	20
	Binding death benefit notice payment arrangements	21
	Non-binding death benefit notice payment arrangements	21
	Death of member or former member	22
	Discharge of trustee	22
	Total and permanent disablement benefit	22
	Temporary total disablement benefit	22
	Period of payment: temporary total disablement	23
	Method of payment: temporary total disablement	23
	Member contributions may be suspended: temporary total disablement	23
	Membership not affected by temporary total disablement	23
	Retirement benefit	23
	Early retirement	23
I	Payment of benefit	24
	Trustee must notify that benefit is payable	24
	Method of notice	24
	Claim out of time	24
	Unclaimed benefit	24
	Tax on benefit	25
	Where benefit is payable	25
	Trustee may send benefit to person entitled	25
	Notification of address etc	25
	Receipt to be given	25
	Person under legal disability	25
	Discharge of trustee	25
	Transfer of assets	25
J	Forfeiture of benefit entitlements	26
	Forfeiture account	26
K	Provisions relating to the <i>Family Law Act</i>	26
	Payment splits	26
	Rules for payment splits	26
	Deferred payment splits	26
	Flagging agreements	27
	Transfer of non-member spouse interests	27
	Refusal to admit as member	27
L	Trustee's powers	27
	All the powers of an individual	27

Trustee's discretion	27
Delegation of power	27
Trustee not subject to direction	28
Specific powers	28
Limit on borrowing	29
Trustee may grant security over asset	29
When borrowing is allowed (including "limited recourse borrowing arrangements").....	29
Trustee's power to effect insurance	30
Trustee bound to exercise power in limited cases	30
Inconsistent conditions in policy	30
Powers not affected by conflict of interests	30
Disclosure of conflict of interest.....	31
Trustee's power to effect transfer on written request	31
Form and effect of transfer	31
Trustee's power to transfer to successor fund	31
Trustee's power to transfer to eligible roll over fund.....	31
Transfer of assets.....	31
The trustee's power to receive transfer	32
M Administration of fund.....	32
Dealing with money received	32
Effect of receipts.....	32
Trustee may not charge fees.....	32
Trustee entitled to be reimbursed for expenses	32
Trustee to keep records and accounts	33
Trustee to collect money owing to the fund	33
Trustee to keep records, accounts, books etc.....	33
Documents to be prepared.....	33
Annual return.....	33
Audit	33
Disclosure requirements.....	33
Availability of books and records.....	34
Availability of deed and documents.....	34
Appointment of auditor	34
Appointment of actuary	34
Appointment of administration manager.....	34
Appointment of investment manager.....	34
Appointment of custodian.....	34
Trustee may remove person from office.....	34
Trustee not bound by advice	35
Liability of the trustee is limited	35
Indemnity.....	35
Other persons who may act	35
Legal personal representative must be trustee or director	35
Appointment of members as trustee	36
Appointment of replacement corporate trustee	36
Continuity of office.....	36

	Appointment and resignation of trustee.....	36
N	Miscellaneous.....	36
	Trustee may elect to wind up fund	36
	Notice of winding up	37
	Payment etc on winding up	37
	Legal rights of member not affected by this deed	37
	Variation	37
	Limits on effect of variation.....	37
	Limits on power to vary	37
	Notice of variation.....	38
	Dispute resolution.....	38
	Interpretation	38
	Proper law	39
	Definitions.....	39
	Schedule to this deed	45
	Execution	46

Overview

For the convenience of users, this superannuation trust deed is written in plain language. It contains only those clauses that are appropriate for the particular form of self-managed superannuation fund that you have chosen. *It is not suitable for any other form of fund.*

If you decide to change the trustees of the fund, for example, replace individual trustees with a corporate trustee or replace a corporate trustee with individual trustees, you will have to use the Cleardocs system to create a replacement deed that incorporates the necessary clauses for the new form of fund.

You cannot change the form of the fund in any other way.

A Establishment of the fund

The establishment of the fund

- 1 Each person named as a member in the Schedule to this deed, and each person named as trustee in the Schedule enter into this deed to establish the Sugart Pty Ltd ATF The A&T Russell Super Fund as a self-managed superannuation fund under the SIS Act. It is an indefinitely continuing superannuation fund.

Purpose of the fund

- 2 The sole or primary purpose of the fund is to provide old age pensions and other benefits to members on their retirement.

Trustee of the fund

- 3 The initial trustee is named in the Schedule to this deed. The trustee accepts the appointment. The fund is vested in the trustee. No other person (including a member) has any legal or beneficial interest in any asset of the fund except to the extent expressly stated elsewhere in this deed. The trustee must manage the fund in accordance with this deed.

Method of decision by trustee under this deed

- 4 The trustee may only make decisions under this deed in the manner set out in the trustee's constitution.

Deed subject to superannuation law

- 5 This deed is to be interpreted so as to comply with superannuation law. In particular, it is to be construed so that the fund it establishes qualifies as a self managed superannuation fund under superannuation law and so that it qualifies for, and payments from it qualify for, all available concessional tax treatment under the Tax Act. To the extent that anything in this deed is inconsistent with superannuation law, or precludes any available concessional tax treatment under the Tax Act – including in respect of a payment made under this deed – it is to be severed from the deed. Any obligation or requirement either imposed by superannuation law in respect of the fund established or evidenced by this deed, or required to be included to ensure all available concessional tax treatment under the Tax Act – including in respect of any payment made from the fund – that is not expressed in this deed is nonetheless to be regarded as incorporated in it by reference.

Trustee must comply with law

- 6 The trustee must not do or fail to do anything as trustee of the fund that would result in either of the following:
- a breach of law, including superannuation law; or
 - the fund ceasing to qualify as a self managed superannuation fund under

superannuation law or to qualify for, or for payments made from the fund to qualify for, all available concessional tax treatment under the Tax Act.

B Membership

Initial members of the fund

- 7 The initial members of the fund are named in the Schedule. Each of them has completed and signed an 'Application to become a Member' in a form approved by the trustee.

Trustee may appoint additional members

- 8 The trustee may appoint a person as an additional member of the fund if he or she has completed and signed an 'Application to become a Member' in a form approved by the trustee.

The additional member must consent to doing all things necessary to become a director of the trustee of the fund upon appointment unless the additional member is unable to become a director of a trustee under superannuation law.

Beneficiaries as additional members

- 9 Subject to clause 10, a person who is to receive a death benefit from the fund in the form of a pension becomes a member of the fund when:
- the trustee has accepted that person as an additional member; and
 - that person has received a pension payment from the fund.

Applicant to provide information to trustee

- 10 On written request by the trustee, a beneficiary, a member or applicant for membership of the fund must supply the trustee with information that the trustee thinks necessary for any purpose. This extends to submitting to a medical examination by a doctor who is acceptable to the trustee.
- 11 If a beneficiary, member, or applicant fails to do so, the trustee may decline to accept the applicant as a member, suspend collection of contributions in respect of that person, may withhold benefits from that person, impose conditions on that person's membership and/or refuse to accept further contributions in respect of that member, as the trustee thinks fit.

Conditions must be met

- 12 Subject to clause 27, a person does not become an additional member of the fund, and the trustee must not accept a person as an additional member of the fund, unless each of the following conditions is met:
- the total number of members would be no more than the number permitted by superannuation law;
 - the person is not disqualified from being a director of the trustee of the fund;
 - the person is not in an employment relationship with another member of the fund except another member who is also a relative of that person;

- the trustee is satisfied that the person will become a director of the trustee of the fund on being accepted as a member of the fund, as required by superannuation law, or that alternative arrangements satisfactory under superannuation law have been or are to be made.

Effect of becoming member

- 13 An additional member becomes bound by this deed on being accepted as an additional member.

Date of commencement of membership of additional member

- 14 An additional member's membership commences on the date the trustee specifies, when accepting the person as a member. If the trustee does not specify a date, then the additional member's membership commences on the date the trustee received his or her application or the date referred to in clause 9 (if applicable). The trustee may impose, and subsequently vary, conditions on the membership of a person.

Date of additional member's commencement as trustee

- 15 An additional member becomes director of the trustee of the fund on the date his or her membership commences provided that the trustee has done everything necessary to appoint the additional member as a director of the trustee. The exception is where alternative arrangements, satisfactory under superannuation law, have been made relating to an appointment in respect of the member.

Back-dating of membership

- 16 With the trustee's consent, the relevant employer may back-date the commencement of an additional member's membership for any period the employer thinks fit. Unless the employer decides otherwise with the agreement of the trustee, that additional period will count as a period of membership.

Trustee must notify new member

- 17 As soon as practicable after a person becomes a member of the fund (and not later than 3 months after the person becomes a member), the trustee must ensure that the member is given a product disclosure statement in the form acceptable to the trustee which the superannuation law requires to be given to new members of the fund. However the trustee may instead choose to rely on a relevant exemption, available under superannuation law, to the requirement to provide a product disclosure statement.

Trustee must disclose and report

- 18 The trustee must ensure that members, former members and beneficiaries are provided with information in writing, or copies of accounts, records and documents of the fund, that the superannuation law requires them to be given.

Trustee must notify exiting member

- 19 As soon as practicable after a person ceases to be a member of the fund, the trustee must ensure that that person (or his or her legal personal representative) is given a written statement of the information the superannuation law requires to be given to persons who cease to be members of the fund.

Limit on disclosure

- 20 A dependant of a member is not entitled to any additional information relating to the operation or conduct of the fund which the trustee thinks it is inappropriate to disclose.

Members must inform trustee of change affecting fund compliance

- 21 A member must immediately inform the trustee if the member becomes aware that either of the following may happen:
- the member may enter into an employment relationship with another member who is not also a relative of the member; or
 - the member may be disqualified from being a director of the trustee of the fund.

Members and trustee must ensure fund compliance

- 22 A member and the trustee must ensure that the member ceases to be a member of the fund within 6 months after either of the following happens:
- the member enters into an employment relationship with another member who is not also a relative of the member; or
 - the member is disqualified from being a director of the trustee of the fund.

Trustee and members must rectify non-compliance

- 23 If a member of the fund enters into an employment relationship with another member who is not also a relative of the member, or becomes disqualified from being a director of the trustee of the fund, the trustee and the members must do whatever is necessary to ensure that, within 6 months after the member entered into the employment relationship or became disqualified:
- no member of the fund is in an employment relationship with another member who is not also a relative of the member; and
 - no member of the fund is disqualified from being a director of the trustee of the fund.

Types of compliance arrangement

- 24 The types of things that may be done to ensure compliance include each of the following:
- a member may request the member's benefits or entitlement in the fund to be paid in accordance with this deed or to be transferred or rolled over to an approved benefit arrangement under clause 142.
 - the trustee may transfer a member's benefits or entitlement in the fund to an

eligible roll over fund under clause 143.

Ceasing to be a member

25 A person ceases to be a member of the fund as soon as the first of the following happens:

- the person dies.
- the person ceases to be a director of the trustee of the fund.
- when payment of all the member's benefits is made to the member or to an approved benefit arrangement for the member.
- when benefits payable to or for the member cease to be payable.
- as determined in accordance with any condition imposed as the person's membership under clause 14.

When a person ceases to be a member of the fund, the person ceases to be a director of the trustee of the fund, if he or she has not already ceased to act in that role.

Exception to ceasing to be a member

26 A person (**first person**) does not cease to be a member of the fund when the first person ceases to be a director of the trustee of the fund if:

- another person (**second person**) has been appointed to act as a director of the trustee of the fund in the place of the first person; and
- that second person is the first person's legal personal representative, while he or she holds an enduring power of attorney in respect of the first person or while the first person is under a legal disability.

Minor as a member

27 A minor, being a person who is under 18 years of age, may be a member of the fund provided the superannuation law is complied with. In relation to a member who is a minor:

- the minor's parent or guardian must make the application for the minor to become a member in a form acceptable to the trustee;
- decisions in relation to the minor's membership must be made by the minor's parent or guardian until:
 - the minor turns 18; or
 - after the minor turns 16, the time at which the parent or guardian notifies the fund that the minor will be making decisions in relation to the minor's membership;
- when the minor turns 16, any parent or guardian acting as a director of a corporate trustee in place of the member, may continue acting in that role; and
- when the minor turns 18, the parent or guardian acting as a director of the trustee of the fund must do everything necessary to procure that the minor be appointed as a director of the trustee of the fund in place of them acting in that role.

C Accounts of the fund

Trustee must establish certain types of account

- 28 The trustee must establish:
- an accumulation account or a pension account, or a combination of both, in respect of each member or beneficiary for each class; and
 - an income account.

Credits to accumulation accounts

- 29 The trustee may credit, as the trustee thinks appropriate, each of the following to the accumulation account of a member:
- 29.1 Contributions made by or in respect of a member.
- 29.2 Other contributions allowed under this deed and superannuation law that are made in respect of the member.
- 29.3 Positive earnings transferred from the income account.
- 29.4 A shortfall component paid in respect of that member after any tax that is payable in relation to it has been deducted from it.
- 29.5 An amount paid to the trustee as a transfer or roll over payment in respect of that member which the trustee thinks it appropriate to credit to the account.
- 29.6 An amount transferred from the pension account of a beneficiary of the member.
- 29.7 The proceeds of an annuity or insurance policy which relates to the member.
- 29.8 Any other amount the trustee thinks it appropriate to credit to the account, or is required to credit to the account, in accordance with superannuation law.

Debits to accumulation accounts

- 30 The trustee may debit, as the trustee thinks appropriate, each of the following from the accumulation account of a member:
- 30.1 The expenses of the fund;
- 30.2 Tax payable in respect of contributions or any shortfall component that are paid to the fund;
- 30.3 A payment of a benefit to or in respect of the member or a beneficiary of the member except a payment from a pension account;
- 30.4 An amount paid out of the fund in respect of the member or a beneficiary of the member as a transfer or roll over payment;
- 30.5 The cost of any annuity or policy of insurance which relates to the member;
- 30.6 Any negative earnings of the fund determined in accordance with this deed;
- 30.7 An amount determined in response to a release authority in respect of a first home super saver determination;
- 30.8 An amount determined under a COVID-19 determination;

- 30.9 An amount paid to indemnify the trustee in accordance with this deed;
- 30.10 An amount credited to the pension account of a beneficiary;
- 30.11 A levy;
- 30.12 Any other amount the trustee thinks it appropriate to debit or is required to debit in accordance with superannuation law.

Contributions-split requests

- 31 A member may ask the trustee (in a way that satisfies the requirements of superannuation law) that contributions made to the fund in respect of that member in the previous financial year be:
- 31.1 allotted to the accumulation account of that member's spouse; or
- 31.2 rolled-over or transferred to the trustee of an approved benefit arrangement of which that member's spouse has joined or is eligible to join.
- 32 The trustee must allot, roll-over or transfer the relevant contributions pursuant to a request received under clause 31 provided:
- The request satisfies the requirements of superannuation law.
 - The trustee is satisfied that the allotment, roll-over or transfer complies with superannuation law; and
 - The amount of the contributions that the trustee allots, rolls-over or transfers does not exceed the amount in the member's accumulation account, taking into account any amount that the trustee otherwise determines to debit from the member's accumulation account.

Credits to the income account

- 33 The trustee may, as the trustee thinks appropriate, credit each of the following to the income account of the fund:
- 33.1 Income and profits of the fund.
- 33.2 Adjustment credits made in accordance with clause 36.
- 33.3 The proceeds of an insurance policy which the trustee decides not to credit to a member's or beneficiary's accumulation or pension account.
- 33.4 A surplus resulting from a valuation under clause 41.
- 33.5 Financial assistance received by the fund under part 23 of the SIS Act which the trustee decides not to credit to a member's or beneficiary's accumulation or pension account.
- 33.6 Any other amount the trustee thinks it appropriate to credit or is required to credit in accordance with superannuation law.

Debits to the income account

- 34 The trustee may, as the trustee thinks appropriate, debit each of the following to the income account of the fund:

- 34.1 The expenses of the fund, except those the trustee debits from a member's or beneficiary's accumulation or pension account.
- 34.2 Tax payable or likely to become payable in respect of contributions, shortfall components, or income and profits of the fund, except tax the trustee debits from a member's or beneficiary's accumulation or pension account.
- 34.3 Adjustment debits made in accordance with clause 36.
- 34.4 The cost of an insurance policy which the trustee decides not to debit from a member's or beneficiary's accumulation or pension account.
- 34.5 A deficiency resulting from a valuation under clause 41.
- 34.6 The amount of a levy, except an amount the trustee debits from a member's or beneficiary's accumulation or pension account.
- 34.7 Any loss on the disposal of an investment of the fund.
- 34.8 Any other amount the trustee thinks it appropriate to debit or is required to debit in accordance with superannuation law.

Tax on income

- 35 The trustee must make provision for the payment of any tax payable in relation to the taxable income of the fund and must deduct any tax that is payable and that has not already been deducted from the income account or an accumulation or pension account.

Distribution from income account

- 36 At the end of each fund year, the trustee must determine the fund earning rate. The trustee must allocate amounts from the income account to each accumulation or pension account in proportion to the amount standing to the credit of that account at the beginning of the relevant fund year. The trustee must make an appropriate adjustment for any amount credited or debited to the account since the beginning of that year.

Trustee may establish equalisation account

- 37 The trustee may, as the trustee thinks appropriate, establish an equalisation account which the trustee may use for any of the following purposes:
 - 37.1 To give effect to the reserving strategy the trustee establishes to smooth the investment earnings of the fund.
 - 37.2 To increase the fund earning rate.
 - 37.3 To pay tax payable by the fund.
 - 37.4 To pay the expenses of the fund.
 - 37.5 To provide for any contingencies the trustee decides to provide for.
 - 37.6 To provide an amount to or for a member, former member, pensioner, beneficiary, including adding to an accumulation or pension account, provided there is no breach of superannuation law.
 - 37.7 To do anything else the trustee decides to do, provided there is no breach of trust or superannuation law.

Credits to equalisation account

38 The trustee may credit the equalisation account, as the trustee thinks appropriate, with any of the following:

- The portion the trustee thinks fit of an amount paid into the fund as a transfer or roll over payment.
- An amount transferred from a pension account under clause 84.
- Any other amount the trustee thinks it appropriate to credit or is required to credit in accordance with superannuation law.

Debits to equalisation account

39 The trustee may debit the equalisation account, as the trustee thinks appropriate, with any amount the trustee thinks appropriate to debit or is required to debit in accordance with superannuation law.

Trustee may establish or maintain other accounts or reserves

40 The trustee may establish or maintain any other account for or reserve of the fund that the trustee thinks necessary or desirable or that is required or permitted by superannuation law. The trustee may use such accounts or reserves for any purpose permitted by superannuation law and may credit or debit amounts from such accounts or reserves as the trustee sees fit.

Valuation of fund

41 The trustee must value the assets of the fund at market value when superannuation law requires it and when the trustee thinks it appropriate to do so. The trustee may also determine whether there is a surplus or deficiency which it is equitable in the trustee's opinion to transfer to the income account.

Interim fund earning rate

42 If the trustee is required to establish an interim fund earning rate, the trustee must do so in accordance with superannuation law on a basis the trustee believes to be equitable. If the Regulator or superannuation law requires it, the trustee must inform members of that basis.

D Contributions

Member to keep trustee informed

43 A member must tell the trustee as soon as practicable if they are aged 65 or older and cease gainful employment.

Member contributions

44 With the trustee's consent, a member may make any contributions (or procure that any contributions are made) to the fund that the member decides to, which includes downsizer

contributions. With the member's and the participating employer's consent, contributions can be paid by deduction from wages or salary. In that case, the member's employer must pay them to the fund in the way the trustee directs.

Employer contributions

45 An employer of a member may make any contributions to the fund in respect of that member that the trustee and the employer agree to.

Other contributions

46 With the consent of the trustee and the member, any other person including:

- a spouse of that member;
- another member;
- another trustee of a regulated superannuation fund (including pursuant to a contributions-split requested by the member's spouse);
- any State, Territory or Federal government (including under the Federal government's co-contribution scheme) or authority;

may make contributions to the fund in respect of that member.

How contributions to be made

47 A contribution to the fund must be made in the way the trustee directs. It must be made within the time specified by superannuation law. It may be made in cash, or by the transfer of assets in accordance with superannuation law. The only assets that may be transferred are those that are authorised investments under clause 57.

Late contributions

48 Despite clause 47, if the trustee agrees then an employer may make an employer contribution after the time the superannuation law requires the payment to be made. If the trustee agrees, and the employer makes the payment, this does not relieve the employer's liability to pay any additional charges or penalties arising under superannuation law because of the late payment.

Failure to contribute

49 In the absence of an agreement, neither a member nor his or her employer is under an obligation to make a contribution to the fund in respect of that member. A failure to do so does not affect the member's membership of the fund.

Contributions etc not accepted

50 The trustee must use reasonable endeavours not to accept any of the following:

- a contribution that is not permitted by superannuation law;
- a contribution or shortfall component the acceptance of which would prevent the fund from qualifying as a complying superannuation fund; and

- an employer contribution or shortfall component which the regulator lawfully directs the trustee not to accept.

Breach of clause headed ‘Contributions etc not accepted’

51 If the trustee becomes aware that a contribution or shortfall component of the nature referred to in clause 50 has been accepted, then the trustee will use all reasonable endeavours to refund the amount to the extent required by, within any time specified by, and only as permitted by, superannuation law. However, the trustee may deduct each of the following from that amount:

- any amount which an insurer may have charged in respect of any extra cover provided on the basis of the contribution or shortfall charge;
- reasonable administration charges; and
- any other amount the trustee considers appropriate, acting reasonably.

The trustee may reduce the benefits of the member to those which the member would have had if the contribution or shortfall component had not been accepted.

Other contributions not accepted

52 The trustee may refuse to accept:

- a contribution that the trustee has determined not to accept because the trustee has not been informed of the relevant member's tax file number; and/or
- excess contributions.

Permissible actions if excess contributions accepted

53 If contributions of the nature referred to in clause 50 and clause 52 are made to the fund by or in respect of a member, then the trustee may in appropriate circumstances:

- release funds to the member or the Commissioner of Taxation if the trustee has received a release authority; and
- release funds in any other circumstances, and to such persons, as is permitted under superannuation law.

Allocation of contributions

54 If the trustee receives a contribution in a month, the trustee must allocate the contribution to the relevant member of the fund:

- within 28 days after the end of the month, or any other period as required by superannuation law (**relevant period**); or
- if it is not reasonably practicable to allocate the contribution to the relevant member of the fund within the relevant period – within any longer period as is reasonable in the circumstances.

Tax on contributions and shortfall components

- 55 Either the trustee, a member's employer or other appropriate body may (and must if required by superannuation law) deduct any tax that is payable in relation to any contribution or shortfall component before it is credited to the member's accumulation account.

No termination on transfer of business to another employer

- 56 If an employer amalgamates with another employer or disposes of its business to another employer, members who were employees of the former employer are deemed for the purposes of this deed to have become employees of the latter employer, which may then make contributions in respect of them.

E Investment

Authorised investments

- 57 The trustee must invest any assets of the fund that are not required for payment of benefits or other amounts under this deed. The trustee must do so in accordance with the current investment strategy or strategies. The following are the types of investment in which the assets may be invested:
- 57.1 Investments in which it is permissible to invest trust funds under the law of any jurisdiction in Australia.
 - 57.2 Securities in any company incorporated anywhere, whether carrying on business in Australia or not.
 - 57.3 Deposit (whether secured or not) with a bank, friendly society, building society, credit co-operative, trustee company, or other registered financial institution.
 - 57.4 Real or personal property, including an improvement to that property.
 - 57.5 Units (including sub-units) in a unit trust established or situated anywhere in the world by subscription or purchase (including joint subscription or purchase). Whether the units are fully paid or partly paid, and whether their issue involves a contingent or reserve liability is irrelevant.
 - 57.6 Derivatives such as futures, forwards, options, warrants, swaps or any other synthetic investment.
 - 57.7 Synthetic instruments or blockchain technology, including any form of cryptocurrencies.
 - 57.8 Hedging, swapping or any similar arrangement, even though it is not linked to any property of the fund.
 - 57.9 Deposit (whether secured or not) with, or loan (whether secured or not) to, any person (including an employer) on any terms the trustee thinks reasonable. The fact that the trustee has a direct or indirect interest in the deposit or borrowing or may benefit directly or indirectly from it is irrelevant.
 - 57.10 A policy or annuity with an insurer, whether by proposal or purchase.
 - 57.11 Instalment warrants or receipts.

- 57.12 By way of a limited recourse borrowing arrangement in accordance with clause 133.
- 57.13 Any other investment allowed by superannuation law that the trustee thinks appropriate.

Forbidden investments

- 58 The trustee must not invest in any investment that is forbidden by superannuation law. The trustee must not make an investment in the form of a loan or other financial assistance to a member or a relative of a member.

Strategy

- 59 The trustee must formulate one or more investment strategies for the fund in accordance with superannuation law. The trustee must inform members and beneficiaries of the strategies adopted by the trustee. The trustee may review and change a strategy at any time. The trustee must continually monitor the strategies to ensure that they remain appropriate.

Power to deal with investments

- 60 The trustee may sell, transfer or vary any investment at the trustee's absolute discretion in accordance with this deed. The trustee must do so in the interests of members and beneficiaries. The trustee must continually monitor the investments to ensure that they remain appropriate.

Investment choice by members

- 61 The trustee may decide to allow one or more members or beneficiaries to choose between investment strategies. If the trustee does this, the trustee must establish a range of possible investment strategies, and may designate particular assets for those strategies. The trustee must provide the members or beneficiaries with information concerning the strategies and the relevant investment objectives to enable the member or beneficiary to choose between them on an informed basis. The trustee must also provide them with information concerning their rights under this deed.

Member or beneficiary may choose strategy

- 62 A member or beneficiary who has been offered investment choice by the trustee may choose one or more of the strategies prepared by the trustee by completing any documents the trustee requires. On having done so, the member or beneficiary may direct the trustee to invest any part of the fund that is held for that person in accordance with those strategies. Any direction must be in accordance with superannuation law.

Member or beneficiary may not choose particular investments within strategy

- 63 A member or beneficiary who has directed the trustee to invest any part of the fund that is held for that person in accordance with those strategies may not direct the trustee to invest in any particular investment. However, the member or beneficiary may request the trustee

to develop an investment specific strategy and to make it available to that member or beneficiary. The trustee may accept or reject the request.

Chosen strategies to be monitored

- 64 The trustee may continually monitor any strategies adopted by members or beneficiaries for investment choice to ensure that they remain appropriate for the members or beneficiaries to whom they are available.

Sub-accounts etc for investment choice

- 65 If a member adopts a strategy for investment choice, the trustee may do each of the following:
- 65.1 Establish a sub-account of the income account in respect of that strategy.
 - 65.2 Credit and debit that sub-account in relation to any amount attributable to that strategy as if it were the income account itself.
 - 65.3 Allocate earnings attributable to that strategy to the member's or beneficiary's accumulation account or pension account in a way that the trustee thinks equitable.
 - 65.4 Determine a fund earning rate for that sub-account.

Power to deal with investment choice investments

- 66 The trustee may sell, transfer or vary any investment made in accordance with a strategy for investment choice, at the trustee's absolute discretion in accordance with this deed. The trustee must do so in the interests of the relevant members or beneficiaries. The trustee must continually monitor the investments to ensure that they remain appropriate.

F Benefits: general

Limit on payment of preserved payment benefits

- 67 The trustee must not pay out to a member or a dependant of a member any preserved payment benefit that superannuation law does not allow the trustee to pay out.

When payment of preserved payment benefits allowed

- 68 The trustee may pay to a member, or in respect of a member to another person as permitted by superannuation law, a preserved payment benefit in any of the following circumstances:
- 68.1 The member reaches the relevant preservation age and takes a transition to retirement pension in accordance with Part G.
 - 68.2 The member retires from gainful employment on or after reaching the relevant preservation age.
 - 68.3 The member becomes totally and permanently disabled.
 - 68.4 The member becomes totally and temporarily disabled.

- 68.5 The member reaches age 65.
- 68.6 The member dies.
- 68.7 The member has obtained a release authority in respect of a first home super saver determination.
- 68.8 The member has obtained a COVID-19 determination to assist the member to deal with the adverse economic effects of the coronavirus known as COVID-19.
- 68.9 Any other circumstance allowed by superannuation law.

Payment of non-preserved amount

- 69 With the trustee's consent, a member may withdraw any part of the non-preserved amount in the member's accumulation account. The member must apply to the trustee in writing for the withdrawal in a form acceptable to the trustee. The trustee may set a minimum withdrawal amount by notifying the members of the fund.

Vesting and compulsory payment

- 70 A member's benefit entitlement will vest in accordance with superannuation law. The trustee must cash or commence to cash a member's benefit entitlement as soon as practicable after the member dies or the entitlement has vested. If a lump sum is payable, the trustee may pay it in several stages: an initial payment and then subsequent payments.

Possible addition to entitlement when member ceases to be member

- 71 If a member ceases to be a member of the fund, the trustee may pay an amount that the trustee thinks appropriate from the equalisation account (if any) into the member's accumulation account.

Anti-detriment payments (former section 295-485 of the *Income Tax Assessment Act 1997*)

- 72 Where the trustee is to make a payment because a member has died (a **death benefit**), the trustee may pass on to the recipient of that payment any benefit that would accrue to the fund if a deduction were allowed under former section 295-485 of the *Income Tax Assessment Act 1997*. The trustee may only do so where the member died prior to 1 July 2017. In any case, the trustee may not do so in respect of any benefits paid on or after 1 July 2019.

Trustee may retain benefit in fund

- 73 If a member or beneficiary requests it, the trustee may retain any part of a benefit in the fund. The trustee may do so until one of the following occurs:
 - 73.1 The member or beneficiary decides otherwise.
 - 73.2 The member or beneficiary dies.
 - 73.3 The amount has to be paid under this deed or superannuation law.
 - 73.4 The trustee decides otherwise.

Subject to Part H, the payment the trustee then makes must be the amount standing to the credit of the member's or beneficiary's accumulation and pension account(s) at that time.

Transfer of insurance policy

- 74 If a member or beneficiary is entitled to a benefit which includes an interest in an insurance policy, the trustee may assign that policy to the member or beneficiary, or to any of the dependants of the member the trustee thinks fit. The trustee must debit the value of the policy to the relevant accumulation or pension account. Neither the trustee nor an employer is liable for any further payment of premiums in relation to the policy.

Trustee may adjust benefits for wrong information

- 75 The trustee may adjust any benefit payable to or in respect of a member if an applicant, member or beneficiary has supplied false or misleading information to the trustee, or has deliberately withheld information from the trustee, that affects or is likely to affect benefits payable to or in respect of that member.

G Pensions: general

Trustee's power to pay pension

- 76 When any part of a benefit becomes payable to a member under this deed or in accordance with superannuation law, the trustee has a discretion to decide whether to pay one or more pensions to the member or to use the benefit payable to acquire one or more annuities in the name of the member. The pensions or annuities may be of any type permitted by superannuation law (including, without limitation, an account-based pension) and will be in substitution for the relevant part of any lump sum benefit that was payable to the member for the amounts credited to the member's pension account as a transfer of a roll over payment under clause 83.2.

Member or beneficiary may choose type of pension

- 77 The relevant member or beneficiary may choose the type of pension that is to be paid, including a transition to retirement pension. However, the pension must be of a type that is allowed by superannuation law or is acceptable to the Regulator. It may include a pension:
- 77.1 wholly determined by reference to policies of life assurance purchased or obtained by the trustee of a regulated superannuation fund solely for the purposes of providing benefits to members of that fund; or
 - 77.2 to be commenced from an amount accepted into the fund by the trustee as a transfer or roll-over on the death of a person in respect of whom the member is a dependant, and which amount must be applied for the payment of a pension to the member.
- 78 A pension must be paid in accordance with the requirements of the superannuation law.

Actuarial certificate

- 79 The trustee must obtain an actuarial certificate in accordance with superannuation law in relation to any pension that the trustee decides to pay, unless the Tax Act provides otherwise in which case the trustee has a discretion as to whether to obtain an actuarial certificate.

Funding pension through annuity

- 80 The trustee may fund a person's pension by purchasing an annuity payable to the trustee.

Trustee may allocate benefit between 2 or more spouses

- 81 If there are 2 or more spouses of a member, the trustee may decide in what proportion each is entitled to a benefit payable under this deed to the member's spouse.

Trustee must establish pension account

- 82 If the trustee decides to pay a pension to a person in accordance with this deed or is required to by superannuation law, then the trustee must establish a pension account in the name of that person.

Credits to pension account

- 83 The trustee may credit, as the trustee thinks appropriate, each of the following amounts to the person's pension account, subject to superannuation law:
- 83.1 The amount necessary to fund the pension.
 - 83.2 The amount paid into the fund in respect of the pensioner as a transfer or roll over payment.
 - 83.3 Earnings of the fund.
 - 83.4 A shortfall component paid in respect of the pensioner.
 - 83.5 Contributions lawfully paid in respect of the relevant member.
 - 83.6 Adjustment credits made in accordance with clause 36.
 - 83.7 Credits from the equalisation account or any other account or reserve of the fund;
 - 83.8 The proceeds of an annuity or insurance policy in respect of a pensioner.
 - 83.9 Any other amount the trustee thinks it appropriate to credit or is required to credit in accordance with superannuation law.

Debits to pension account

- 84 The trustee may debit, as the trustee thinks appropriate, each of the following amounts to the person's pension account, subject to superannuation law:
- 84.1 Expenses of the fund.
 - 84.2 Any negative earnings of the fund determined in accordance with clauses 36, 65 or 85.
 - 84.3 The proportion of the loss on the disposal of investments of the fund.

- 84.4 Amounts transferred from the fund in respect of the pensioner as a transfer of a roll over payment.
- 84.5 Payments made to or in respect of the pensioner or a reversionary beneficiary under this deed.
- 84.6 The cost of an insurance policy or annuity in respect of the pensioner which are not debited from the member's accumulation account.
- 84.7 The proportion of an amount payable as taxation in respect of the earnings of the fund that are credited to the pensioner's account or arise from a roll over payment.
- 84.8 The proportion of an amount paid in respect of an indemnity to the trustee or other person under this deed.
- 84.9 The amount of a levy.
- 84.10 An amount transferred to the accumulation account of a beneficiary.
- 84.11 Any other amount the trustee thinks it appropriate to debit or is required to debit in accordance with superannuation law.

Adjustment based on fund earning rate

- 85 In determining the amount standing to the credit of an accumulation account at the time a benefit or pension is calculated or becomes payable, the trustee may make an adjustment to the account that the trustee thinks equitable on the basis of the interim fund earning rate at that date. The adjustment must be made in respect of the period from the beginning of the current fund year to the relevant date. The income account must be credited or debited accordingly.

Segregation of assets and valuation

- 86 The trustee may segregate from other assets those assets which are to fund the pension of a person under this deed and value those assets as required by superannuation law.

Pensions: residue in account

- 87 On the death of a pensioner being paid a pension the trustee must, subject to superannuation law:
 - act in accordance with the terms on which the relevant pension is paid, including as to the payment of the pension to a reversionary beneficiary; and
 - then, if there is no reversionary beneficiary, or if there is any residue in the pension account for any other reason, pay that residue as a death benefit in accordance with Part H of this deed.

Trustee's right to commute pensions generally

- 88 On written request by a pensioner, or in accordance with superannuation law or this deed, the trustee may commute all or any part of a pension and apply the proceeds of that commutation in accordance with superannuation law, including by commuting it to a lump

sum and paying it to the relevant person, to his or her estate or to a third party as required by the terms of a release authority.

Commutations related to transfer balance caps

- 89 If:
- 89.1 a member has or is likely to exceed that member's transfer balance cap, or the trustee or member has received a transfer determination in respect of a member; or
 - 89.2 the member is to be paid a new pension either from the fund (including from an amount transferred into or rolled-over into the fund on the death of another person) or from another fund,
- then the trustee and member will work together to decide whether any, and if so which, of the member's pensions will be commuted in whole or in part, taking into account the member's transfer balance cap.

Qualification of pensions as asset test exempt income streams

- 90 The trustee may decide that a pension should qualify as an asset test exempt income stream (as that term is defined by the *Social Security Act 1991*). If the trustee so decides:
- 90.1 the superannuation law prevails over the terms of this deed to the extent of any inconsistency;
 - 90.2 this deed is deemed to contain any provision that is required by superannuation law; and
 - 90.3 this deed is deemed not to contain any provision that is required to be excluded by superannuation law.

H Death, disability and retirement benefits

Death benefit payments

- 91 The trustee may pay the death benefit on the death of a current member of the fund. The trustee can do that under:
- 91.1 a death benefit agreement, clause 93;
 - 91.2 a binding death benefit notice, clause 95; or
 - 91.3 a non-binding death benefit notice, clause 96.
- 92 In the ways set out in this Part H, the trustee must pay the full amount standing to the credit of the accumulation account, and any pension account residue referred to in clause 87, either as a lump sum, or as one or more pensions or annuities, or both.

Death benefit agreement payment arrangements

- 93 On the death of a member or beneficiary who has a death benefit agreement:
- 93.1 the death benefit agreement prevails over clause 95 and over any binding death benefit notice or non-binding nomination form;

- 93.2 the trustee must pay, or apply, the relevant benefit in accordance with the rules set out in the death benefit agreement; and
- 93.3 Part I of this deed applies to the payment of the relevant benefit.
- 94 A death benefit agreement need be executed only by the trustee and the relevant member or beneficiary. On execution, the terms of any death benefit agreement form part of this deed. They are to be read together with this deed and in accordance with the following rules:
- 94.1 a death benefit agreement replaces any previous death benefit agreement;
- 94.2 if there is a death benefit agreement, then any binding death benefit notice is to be treated as not in effect for the purposes of this deed and of regulation 6.17A(4) of the SIS Regulations (but see also clause 94.4 which can overrule this clause);
- 94.3 if there is any inconsistency between the death benefit agreement and the remaining provisions of this deed, then the terms of the death benefit agreement prevail to the extent of that inconsistency — except that clause 5 of this deed prevails over the agreement; and
- 94.4 if part of the death benefit agreement is invalid because it directs the trustee to pay part, or all, of the benefits to a person to whom those benefits may not be paid in accordance with superannuation law (**disallowed benefits**) then:
- clause 94.2 does not apply in respect of the disallowed benefits;
 - clauses 93 and 94.1 to 94.3 apply to any part of the death benefit agreement which remains valid (and to the payment of death benefits other than disallowed benefits); and
 - clauses 94.1 to 94.3 apply for the purpose of determining the disallowed benefits, and the disallowed benefits must be paid in accordance with the remainder of this Part H.

Binding death benefit notice payment arrangements

- 95 After the death of a member or beneficiary who has given the trustee a binding death benefit notice, the trustee must comply with that notice subject to clauses 93 and 94.

Non-binding death benefit notice payment arrangements

- 96 If after the death of a member or beneficiary, not all death benefits have been paid or applied in accordance with a death benefit agreement or binding death benefit notice, then the trustee must pay or apply the relevant benefit in the way the trustee thinks fit in accordance with the following rules:
- 96.1 If the member or beneficiary has left dependants, then the trustee must pay or apply the benefit to or for the benefit of any one or more of the dependants of the member or beneficiary and the legal personal representatives of the member or beneficiary. The trustee may do so in any proportions the trustee thinks fit, may take into account a member's wishes contained in a non-binding nomination form and may pay the benefit to the member's legal personal representative if satisfied that will be to the benefit of one or more of the member's dependants.

- 96.2 If the member or beneficiary has not left any dependants but does have a legal personal representative, then the trustee must pay the benefit to the legal personal representatives of the member or beneficiary.
- 96.3 If the member or beneficiary has not left any dependants and has no legal personal representative, then the trustee may pay or apply the benefit to or for the benefit of any individual at the trustee's discretion. The trustee may do so in any proportions the trustee thinks fit.
- 96.4 If the trustee has not paid or applied the benefit to or for the benefit of any person under the preceding sub-clauses 96.1 to 96.3, then the trustee must treat the benefit as a forfeited benefit entitlement.

Death of member or former member

- 97 If a member or former member who has become entitled to a lump sum benefit dies before the payment is made, then the trustee must pay the amount in accordance with clauses 93 to 96.

Discharge of trustee

- 98 If a dependant, legal personal representative, relative or other person receives any part of a benefit in accordance with clauses 93 to 97, then that discharges the trustee from liability in relation to the benefit. The trustee is not responsible for seeing how the benefit is applied.

Total and permanent disablement benefit

- 99 The trustee must pay a benefit to a member whom the trustee believes to be totally and permanently disabled unless requested otherwise by the member. The benefit may be either of the following:
- A lump sum equal to the full amount standing to the credit of the accumulation account of the member; or
 - One or more pensions or annuities representing that amount.

Temporary total disablement benefit

- 100 The trustee must pay a benefit to a member whom the trustee believes to be temporarily totally disabled unless requested otherwise by the member. The benefit must be in the form of a pension or annuity that represent the following amounts:
- In the case where the trustee is entitled to a benefit under an insurance policy in relation to the member's temporary total disablement, the amount payable to the trustee.
 - In any other case, the amount decided by the trustee, provided it does not reduce the minimum withdrawal benefit of the member under superannuation law.

The member is not entitled to commute any part of this benefit.

Period of payment: temporary total disablement

- 101 The trustee must cease paying the benefit for temporary total disablement:
- In a case where the trustee is entitled to benefit under an insurance policy in relation to the member's temporary total disablement, when the trustee ceases to be entitled to that benefit.
 - In any other case, when the member ceases to be temporarily totally disabled, or reaches normal retirement age, or becomes entitled to another benefit under this deed or requests that the benefit ceases to be paid.

Method of payment: temporary total disablement

- 102 The trustee must pay the benefit in respect of temporary total disablement in the following way:
- In a case where the trustee is entitled to benefit under an insurance policy in relation to the member's temporary total disablement, in the way the benefit is paid by the insurer.
 - In any other case, in the way the trustee decides.

Member contributions may be suspended: temporary total disablement

- 103 A member may suspend his or her contributions during a period while he or she is receiving a benefit in relation to temporary total disablement.

Membership not affected by temporary total disablement

- 104 A member does not cease being a member because he or she is receiving a benefit in respect of temporary total disablement.

Retirement benefit

- 105 The trustee may pay a member the retirement benefit at the member's request if either of the following applies:
- the member retires from employment on or after reaching normal retirement age; or
 - the member becomes entitled under superannuation law to the payment of a benefit despite still being employed.

The trustee must pay the benefit in any form permitted by superannuation law, including in the form of one or more lump sums representing the amount standing to the credit of the member's accumulation account. However, the trustee may also use part, or all, of that amount to purchase one or more pensions or annuities decided on in consultation with the member. The trustee must immediately inform members of the election.

Early retirement

- 106 On request by a member, the trustee must pay a benefit to that member in each of the following cases:

- the member ceased to be employed before normal retirement age, but has reached the relevant preservation age.
- the member, having reached 60 or another age prescribed by superannuation law, retired from an arrangement under which the member was gainfully employed.
- in any other case as permitted by superannuation law.

The trustee must pay the benefit in any form permitted by superannuation law, including in the form of one or more lump sums representing the amount standing to the credit of the member's accumulation account. However, the trustee may also use part, or all, of that amount to purchase one or more pensions or annuities decided on in consultation with the member. The trustee must immediately inform members of the election.

I Payment of benefit

Trustee must notify that benefit is payable

- 107 The trustee must give notice that a benefit is payable to the following persons:
- If the benefit is payable to or in respect of a member, to that member.
 - If the benefit is payable to, or in respect of a member who is under a legal disability, to the legal personal representative of that member.
 - If the benefit is payable on the death of a member, to the nominated beneficiary, the reversionary beneficiary and to the legal personal representatives of the member and known dependants of the member and any other person the trustee reasonably believes may have an entitlement or interest in the benefit.
 - In any other case, any persons the trustee reasonably believes may have an entitlement or interest in the benefit.

Method of notice

- 108 The trustee must give a person written notice of the time within which that person may claim an entitlement to the benefit and of how to make that claim. If the person satisfies the trustee that he or she is entitled to a benefit, the trustee must notify any persons to whom a notice was required to be sent under clause 107 to enable them to object to a payment to that person. If no objection is received or the specified period for objecting has passed, the trustee must pay the relevant part of the benefit to that person.

Claim out of time

- 109 If a person makes a claim out of time to an entitlement to a benefit, the trustee is not bound to make any payment to that person.

Unclaimed benefit

- 110 The trustee must give the Regulator a statement of any unclaimed benefits and must pay them to the Regulator as required by superannuation law.

Tax on benefit

- 111 Either the trustee or an insurer or other appropriate body must deduct any tax that is payable in relation to a benefit before that benefit is paid.

Where benefit is payable

- 112 A benefit is payable at the trustee's principal office, or at a substitute place the trustee notifies to the member or beneficiary.

Trustee may send benefit to person entitled

- 113 The trustee may send a benefit to the postal address that the person entitled to it has last notified to the trustee, or to the bank account into which that person has asked the benefit to be paid, or to some other place the trustee decides on.

Notification of address etc

- 114 A person to whom a benefit becomes payable must notify the trustee of his or her full residential address, and of any change in that address. He or she must also notify the trustee of a bank account into which he or she asks the benefit to be paid.

Receipt to be given

- 115 On request by the trustee, a person to whom a benefit is paid must give the trustee a receipt and release for the payment in the form required by the trustee.

Person under legal disability

- 116 If a person to whom the trustee is to pay any part of a benefit is under a legal disability, or the trustee believes that it would be in that person's best interests for the trustee not to make the payment to that person, the trustee may make the payment in any of the following ways as the trustee thinks fit:
- To or for the maintenance, education, advancement, support or benefit of the person on any conditions.
 - To, and for the benefit of, another person who appears to the trustee to be any of the following: the trustee, spouse, child, parent or guardian of the person, or a person having custody of that person.

Discharge of trustee

- 117 The receipt by a person of a payment in accordance with clause 116 discharges the trustee from liability in relation to it. The trustee is not responsible for seeing to its application.

Transfer of assets

- 118 With the consent of a member or beneficiary to whom a benefit is payable, the trustee may, instead of paying or transferring cash, transfer investments of equivalent value to the member or beneficiary or to the trustee of the relevant approved benefit arrangement.

J Forfeiture of benefit entitlements

Note: *Forfeiture accounts are now generally prohibited. Maddocks recommends that you seek professional advice before establishing such an account.*

Forfeiture account

119 The trustee may establish or maintain a forfeiture account into which the trustee must pay any amount forfeited under this deed. Money held in that account does not form part of an accumulation account. The trustee must operate the forfeiture account in accordance with superannuation law requirements.

K Provisions relating to the *Family Law Act*

Payment splits

120 If the trustee receives a splitting agreement or court order under Part VIIIB of the *Family Law Act*, then provided the agreement or court order has been properly served and subject to superannuation law, the trustee may:

- vary the relevant member's benefit or benefit entitlement on such bases (including by commutation of any pension having regard to the advice of an actuary) and at any time the trustee determines from time to time, to the extent permitted by superannuation law; and
- make a payment to the non-member spouse or a transfer in respect of the non-member spouse in accordance with clause 124.

Rules for payment splits

121 The trustee may as it determines from time to time subject to superannuation law, make rules dealing with:

- the valuation of a non-member spouse's benefit or benefit entitlement (including any adjustments);
- the timing of the calculation of the non-member spouse's benefit or benefit entitlement;
- other matters relating to the payment split or the non-member spouse's benefit or benefit entitlement.

Deferred payment splits

122 If the trustee is required by superannuation law or considers that it is appropriate to defer giving effect to a payment split, then provided the splitting agreement has been served properly, the trustee must:

- record the existence of the agreement or court order; and
- keep a record of the non-member spouse's benefit or benefit entitlement on such basis (including a notional basis) and in such manner as the trustee determines from time to time subject to superannuation law.

Flagging agreements

- 123 If the trustee receives a flagging agreement or court order under Part VIII B of the *Family Law Act*, then provided the agreement or court order has been properly served, the trustee must:
- record the existence of the agreement or court order; and
 - defer payment of the benefit to or in respect of the relevant member until the agreement or court order is lifted.

Transfer of non-member spouse interests

- 124 If the trustee receives a splitting agreement or court order under Part VIII B of the *Family Law Act*, the agreement or court order has been validly served, then if any amount becomes payable in respect of the non-member spouse under that agreement or order:
- the trustee must pay that amount to the non-member spouse – if the non-member asks for that payment in writing; or
 - the trustee must transfer that amount to another fund (including an eligible rollover fund) in respect of that non-member spouse if the non-member asks for that transfer in writing.

Any payment amount under this clause must be in accordance with superannuation law. The receipt by the non-member spouse or the trustee of that other fund will sufficiently discharge the trustee of its liability in respect of that non-member spouse.

Refusal to admit as member

- 125 Provided that the trustee acts in accordance with superannuation law, the trustee may refuse to admit a non-member spouse as a member of the fund.

L Trustee's powers

All the powers of an individual

- 126 The trustee has all the powers in relation to the assets of the fund that the trustee would have if the trustee were the legal and beneficial owner of those assets. It also has all the powers that a trustee has at law and the powers specifically conferred on the trustee by this deed.

Trustee's discretion

- 127 The trustee has an absolute discretion in relation to exercising or not exercising any power under this deed or at law, and in relation to the way in which any power is exercised. The trustee's decision on such a matter is final and binding.

Delegation of power

- 128 The trustee may delegate to another person, including one or more directors of the trustee, any power or duty on any terms the trustee thinks fit, including by appointing an attorney

under a power of attorney. The trustee may alter or revoke any delegation including any power of attorney.

Trustee not subject to direction

- 129 The trustee is not subject to direction in exercising any power under this deed or at law, except to the extent indicated under superannuation law.

Specific powers

- 130 To exclude any possible doubt, the trustee has the power to do any of the following to the extent allowed by superannuation law:
- 130.1 To underwrite or sub-underwrite risks, contingencies or liabilities under a superannuation arrangement conducted by an employer under an agreement for the transfer of employees to the fund.
 - 130.2 To purchase, acquire, sell, transfer, dispose of, deal in or enter any contract in respect of, any investment comprising synthetic instruments or blockchain technology, including any form of cryptocurrencies.
 - 130.3 To enter into any derivatives contract, or purchase, sell or deal in any derivatives product, and otherwise to do and perform all things so as to operate, use or deal with facilities of any stock or futures exchange, either directly or through any broker or agent in any market anywhere in the world.
 - 130.4 To purchase, acquire, sell, transfer, dispose of or deal in any shares, stocks, debentures, notes, bonds, mortgages, options, swaps, forwards, futures, warrants or other form of interest in or securities of a government authority or company, body corporate, scheme or trust and any other contractual or other rights or obligations over or in respect of those securities.
 - 130.5 To indemnify a person.
 - 130.6 To provide any guarantee or indemnity for payment of money or for the performance of any person's contractual obligations.
 - 130.7 To purchase, acquire, sell transfer, hire, lease, dispose of, manage divide, encumber or otherwise deal with any real or personal property.
 - 130.8 To sell, transfer, hire, lease, dispose of, manage, divide or otherwise deal with any assets of the fund.
 - 130.9 To purchase, acquire vary, sell, transfer or dispose of any deferred property or rights, or any life, life endowment, term or other policy, and to make any relevant payment or pay any premium from the assets of the fund.
 - 130.10 To exercise all rights and perform all duties associated with the trustee holding shares, stock, or debentures in any company an interest of any kind in a company, body corporate, scheme, trust or government authority.
 - 130.11 To establish, purchase, acquire, promote or conduct any company, business, profit-making undertaking or scheme (including any partnership or joint venture), either in the trustee's own capacity or in its capacity as trustee (or both), and either solely or with any person and to sell, transfer, dispose of or wind up any such company, business, undertaking or scheme.

- 130.12 To appropriate, wholly or partly, any asset of the fund in satisfaction of any interest a person may have in the assets of the fund or any benefit which the trustee determines to pay to or apply for the benefit of, a beneficiary.
- 130.13 To value, or engage a person to value, in whole or in part, the assets or any asset of the fund.
- 130.14 To give receipts for money received.
- 130.15 To grant options in respect of any of the assets of the fund.
- 130.16 To receive any real or personal property by gift or by will as additions to the assets of the fund.
- 130.17 To divide the assets in their own particular form, without first realising those assets, between the trust fund and any other trusts established under this deed.
- 130.18 To take any action to protect the assets of the fund.
- 130.19 To enter into, manage and vary any arrangement relating to currency exchange, interest rates, interest rate caps, collars, floors or swaps, any currency forward rate agreement and any other financial risk management arrangement.
- 130.20 To open and operate bank accounts in the usual way, and to draw, make, accept, endorse, discount, execute, issue or otherwise deal with all forms of negotiable or transferable instruments and to enter into any bill facilities or other form of banking facilities.
- 130.21 To do anything the trustee considers necessary or desirable in connection with performing its obligations under this deed.

Limit on borrowing

- 131 The trustee must not (except as provided by this deed in clause 133 and superannuation law):
 - 131.1 borrow money; or
 - 131.2 maintain an existing borrowing of money.

Trustee may grant security over asset

- 132 The trustee may, to the extent allowed by superannuation law, mortgage, pledge, charge, assign or otherwise provide as security, any asset of the fund for the purpose of the trustee borrowing or maintaining a borrowing of money including (without limitation) for the purpose of a "limited recourse borrowing arrangement" referred to in clause 133.3.

Note: There are strict requirements which must be met for a borrowing, and any associated mortgaging or charging of assets, to be lawful (see Part 7 of the SIS Act). A breach of those requirements is a strict liability offence (see Part 7 of the SIS Act). Maddocks recommends that you seek professional advice before entering into any arrangements under which the fund borrows money or mortgages or charges its assets.

When borrowing is allowed (including "limited recourse borrowing arrangements")

- 133 The trustee may borrow or maintain a borrowing of money in any one or more of the following cases:

- 133.1 to enable the trustee to pay a surcharge or advance instalment which the trustee is required to pay under the *Superannuation Contributions Tax (Assessment and Collection) Act 1997* — as long as the borrowing complies with section 67(2A) of the SIS Act;
- 133.2 to enable the trustee to settle a transaction to acquire any one or more of the securities listed in section 67(3)(a) of the SIS Act — as long as the borrowing complies with all of the requirements of section 67(3) of the SIS Act;
- 133.3 under an arrangement (a "limited recourse borrowing arrangement") which the trustee enters, or has entered into, in which the money borrowed is, or has been, used to acquire an asset that superannuation law allows the trustee to acquire — as long the borrowing complies with Part 7 of the SIS Act.
- 134 Clause 133 does not limit the circumstances in which the trustee may borrow or maintain a borrowing of money.

Note: There are strict requirements which must be met for a borrowing to be lawful (see Part 7 of the SIS Act). A breach of those requirements is a strict liability offence (see Part 7 of the SIS Act). Maddocks recommends that you seek professional advice before entering into any arrangements under which the fund borrows money.

Trustee's power to effect insurance

- 135 The trustee may arrange one or more insurance policies with one or more insurers to secure the benefit of a member. A policy may be a group policy or an individual policy.

Trustee bound to exercise power in limited cases

- 136 The trustee is not bound to arrange one or more insurance policies, except where the trustee has informed the member or beneficiary that the trustee will arrange a policy of a specified type and amount and the member or beneficiary has not asked the trustee in writing not to do so, or has withdrawn his or her request for the trustee to arrange that policy.

Even so, the trustee is not bound to arrange a policy that the trustee is unable to arrange.

Inconsistent conditions in policy

- 137 If an insurer will only insure a member or beneficiary on conditions that are inconsistent with the conditions in respect of a benefit payable in respect of the member or beneficiary, the trustee may impose the policy conditions on that benefit despite the conditions stated in this deed.

Powers not affected by conflict of interests

- 138 The trustee may exercise any power under this deed or at law despite the fact that the trustee or a relative of the trustee, or a director or shareholder of the trustee, or a relative of a director or shareholder of the trustee, has a direct or indirect interest in the exercise of that power, or may benefit directly or indirectly from its exercise. An indirect interest or benefit includes, without limitation, where the trustee or a relative of the trustee, or a director or shareholder of the trustee, or a relative of a director or shareholder of the trustee, obtains or may obtain an interest or benefit as a director, officer, shareholder,

partner, unitholder or beneficiary of a third party with whom the trustee enters into a transaction or arrangement.

Disclosure of conflict of interest

139 The trustee and any director of the trustee must disclose conflict of interests of the type described in clause 138 in accordance with superannuation law.

Trustee's power to effect transfer on written request

140 On written request by a member or beneficiary, the trustee may transfer to the trustee of an approved benefit arrangement any part of the amount in the fund that represents the member's or beneficiary's benefit or benefit entitlement. The trustee may only do so if the following conditions are met:

- The member or beneficiary is eligible to join or has joined the arrangement.
- The trustee is satisfied that the transfer complies with superannuation law.
- The amount the trustee transfers must not exceed the amount in the member's or beneficiary's accumulation account, except to the extent of any amount that the trustee decides to add to that account from the equalisation account (if any) under clause 37.

Form and effect of transfer

141 The member or beneficiary must complete and execute any documents required by the *Tax Act* for the transfer to be completed as a roll over payment. A receipt from the approved benefit arrangement discharges the trustee from all liability in respect of the amount transferred. The trustee is not responsible for seeing to the application of that amount by the approved benefit arrangement. On completion of the transfer, the member or beneficiary (and anyone entitled to claim in any way in respect of that person) ceases to have any rights against the trustee or the fund in respect of the relevant amount.

Trustee's power to transfer to successor fund

142 The trustee may transfer to the trustee of an approved benefit arrangement that is a successor fund to the fund under superannuation law any part of the amount in the fund that represents a benefit entitlement. The consent of the member or beneficiary is not required. Nor is it necessary that the member already be a member of the successor fund.

Trustee's power to transfer to eligible roll over fund

143 In accordance with superannuation law, the trustee may transfer to an eligible roll over fund any part of the amount in the fund that represents a member's or beneficiary's benefit entitlement. The trustee must do so if superannuation law requires it.

Transfer of assets

144 With the consent of a member or beneficiary to whom or in respect of whom a transfer is to be made under clauses 142 or 143, the trustee may, instead of paying or transferring cash,

transfer investments of equivalent value to the member or beneficiary or to the trustee of the relevant approved benefit arrangement.

The trustee's power to receive transfer

145 The trustee may take over or acquire by transfer from an approved benefit arrangement any part of the assets of that arrangement that represent the interest of a participant in that arrangement who has become or is to become a member or beneficiary of the fund. The trustee will hold the amount on trust for that person in the relevant accumulation or pension account. The person will have rights in respect of that amount that are equivalent to the rights he or she had under the approved benefit arrangement. The trustee may decide that the person is to be treated as having been a member of the fund from the time he or she became a member of the approved benefit arrangement.

M Administration of fund

Dealing with money received

146 The trustee must ensure that any money received by the fund is dealt with as soon as practicable in one of the following ways:

- Deposited to the credit of the fund in an account kept with a bank, friendly society, building society, or other similar body chosen by the trustee.
- Paid to the credit of an insurer for the payment of premiums in relation to a policy of insurance effected by the trustee for the purposes of the fund.
- Paid into the trust account of a lawyer, accountant or investment manager appointed in accordance with this deed.

Effect of receipts

147 A receipt given by the trustee or the secretary of the fund or another person authorised by the trustee in writing to issue receipts is a sufficient discharge to the person by whom money is paid to the fund.

Trustee may not charge fees

148 The trustee must not charge any fees in relation to acting as trustee under this deed or performing any services in respect of the fund.

Trustee entitled to be reimbursed for expenses

149 The trustee is entitled to be reimbursed from the fund for all expenses, taxes, levies, charges, fees and other amounts necessarily or reasonably incurred in acting as trustee under this deed.

Trustee to keep records and accounts

- 150 The trustee must keep proper records and accounts of all money received by the fund and paid out by it, including adequate details of all dealings by the fund in connection with that money.

Trustee to collect money owing to the fund

- 151 The trustee must ensure that money owing to the fund is collected promptly and dealt with in accordance with this deed.

Trustee to keep records, accounts, books etc

- 152 The trustee must ensure that all records, books, accounts, minutes, reports and other documents are maintained and kept safe in accordance with superannuation law for the period required by that law.

Documents to be prepared

- 153 The trustee must ensure that each of the following is prepared in respect of the fund in accordance with superannuation law:
- A statement of its financial position.
 - An operating statement.
 - Any other account or statement required by superannuation law.

Annual return

- 154 The trustee must ensure that an annual return and any other documents required under superannuation law are prepared and lodged with the Regulator in accordance with that law.

Audit

- 155 The trustee must arrange for the books, accounts and records of the fund to be audited annually or as required by superannuation law by an auditor qualified in accordance with superannuation law.

Disclosure requirements

- 156 The trustee must ensure that information and documents are provided to each of the following persons if required by, and in accordance with the requirements of, superannuation law:
- employers.
 - the Regulator.
 - the actuary (if one is appointed).
 - the auditor.
 - any other person.

Availability of books and records

157 The trustee must ensure that the books of the fund and information relating to it are available for inspection and copying, and that access is provided to premises where the books and information are available to be inspected and copied, in accordance with superannuation law.

Availability of deed and documents

158 The trustee must ensure that this deed and any other documents (or copies of the deed and documents) are made available for inspection by a member, or by a beneficiary on the beneficiary's request, as required by superannuation law. It is sufficient if they are available for inspection at the trustee's office while that office is open.

Appointment of auditor

159 The trustee may appoint a suitably qualified person as auditor of the fund.

Appointment of actuary

160 The trustee may appoint as actuary of the fund:

- an actuary who is a Fellow of the Institute of Actuaries of Australia;
- a member of a firm or company of which at least one member or director is a Fellow of the Institute of Actuaries of Australia; or
- an auditor who is appropriately qualified and is independent according to criteria specified by superannuation law.

Appointment of administration manager

161 The trustee may appoint one or more suitably qualified persons to act as administration manager of the fund or a specified part of the fund.

Appointment of investment manager

162 The trustee may appoint one or more suitably qualified persons to act as investment manager of the fund or a specified part of the fund in accordance with superannuation law.

Appointment of custodian

163 The trustee may appoint one or more suitably qualified persons to act as custodian of the fund or a specified part of the fund, including (without limitation) as part of a limited recourse borrowing arrangement referred to in clause 133.3.

Trustee may remove person from office

164 The trustee may remove from office a person the trustee has appointed to an office.

Trustee not bound by advice

165 Except to the extent required by superannuation law, the trustee is not bound to follow the advice of a person the trustee has appointed.

Liability of the trustee is limited

166 To the extent allowed by superannuation law, neither the trustee nor any of its directors, officers or employees is liable for anything done or not done in connection with acting as trustee, unless at least one of the following applies:

- The person fails to act honestly.
- The person intentionally or recklessly fails to exercise the degree of care and diligence the person is required to exercise.
- The person incurs a monetary penalty under a civil penalty order made in accordance with superannuation law.

Indemnity

167 To the extent allowed by superannuation law, the trustee and each of its directors, officers and employees are entitled to an indemnity from the fund in all cases where the person is not liable under the preceding clause. The trustee has a lien on the assets of the fund for this purpose.

Other persons who may act

168 Subject to superannuation law, the trustee may appoint the following persons to act as director of the trustee of the fund:

- the legal personal representative of a member, while he or she holds an enduring power of attorney in respect of the member or while the member is under a legal disability;
- the legal personal representative, parent or guardian of a member who is a minor; or
- any other person if the superannuation law allows that person to be a director of the trustee and the fund would remain a self managed superannuation fund.

Legal personal representative must be trustee or director

169 Subject to superannuation law, the trustee must appoint the legal personal representative of a deceased member to act as director of the trustee of the fund for the period beginning when the deceased member died ending when the deceased member's death benefits begin to be paid.

170 The legal personal representative is deemed a director of the trustee of the fund subject to the legal personal representative consenting in writing to becoming director of the trustee of the fund, and doing all things necessary to give effect to their appointment under superannuation law.

Appointment of members as trustee

171 The trustee may appoint the members of the fund as trustees in place of the trustee by executing a deed to that effect. It may only do so if immediately afterwards it executes another deed which provides the mechanisms to enable the members of the fund to act as trustees.

Appointment of replacement corporate trustee

172 The trustee may appoint as a replacement trustee a corporation of which the members of the fund are the only directors by executing a deed to that effect. The trustee must do everything necessary to vest the fund in the replacement trustee and must deliver all records and other books to the replacement trustee.

Continuity of office

173 When a person ceases to be a trustee or becomes a trustee, any other person acting as trustee must do everything necessary to vest the fund in the new or remaining trustees and must deliver all records and other books to the new or remaining trustees.

Appointment and resignation of trustee

174 The trustee will determine who acts as trustee in accordance with this deed and superannuation law for the fund to continue as a self managed superannuation fund and will take the necessary steps to appoint or remove the persons or body to or from the office of trustee. The trustee may accept the trustee's resignation in writing for this purpose.

- The appointment or removal of a trustee must be in writing by executing a deed to that effect and must immediately be advised to any other trustee.
- Where the trustee is unable or unwilling to determine who will act as trustee then the majority of members of the fund will determine who will act as trustee. If there are no members in the fund, the former members of the fund (or their legal personal representatives) will determine who acts as trustee of the fund.
- To the extent permitted by law, these provisions apply to the exclusion of any statutory provisions relating to the appointment of new trustees, including statutory provisions which may otherwise require registration of the relevant deed or instrument.

N Miscellaneous

Trustee may elect to wind up fund

175 The trustee may elect to wind up the fund on a specified date in either of the following cases:

175.1 The trustee decides to wind up the fund.

175.2 There are no longer any members of the fund.

The trustee must elect to wind up the fund on a specified date if the Regulator requires the fund to be wound up.

Notice of winding up

176 The trustee must give notice to each employer and member that the fund is to be wound up on the specified date.

Payment etc on winding up

177 After deducting from the assets of the fund the costs of administering and winding up the fund, the trustee must pay the benefits in the following order to the extent that the assets of the fund are sufficient to do so:

- Benefits to which members, former members, if any, or their dependants are entitled but which they have not been paid on the day before the termination date.
- Additional benefits to members, former members or their dependants as the trustee thinks appropriate.
- Payment to the employers, if any, that have made contributions in respect of members or former members as the trustee thinks appropriate.

Legal rights of member not affected by this deed

178 Nothing in this deed affects any right a person may have to claim compensation or damages at common law or under statute.

Variation

179 Subject to clauses 180 to 182, the trustee may vary this deed either prospectively or retrospectively. The trustee may do so by oral declaration, written resolution or deed. If superannuation law requires it, the trustee must promptly give a certified copy of the resolution or a copy of the deed to the Regulator.

Limits on effect of variation

180 If one or more death benefit agreements are in place under this deed, then any variation of the deed does not vary any death benefit agreement or clauses 93 or 94 – unless that variation expressly states that it does vary any one or more of those things. Instead, those agreements and clauses continue to apply in respect of the fund.

181 If one or more agreements or arrangements are in place in respect of the fund relating to payment of a pension, then any variation of the deed does not vary those agreements or arrangements – unless that variation expressly states that it does vary one or more of those things. Instead, those agreements and arrangements continue to apply in respect of the fund.

Limits on power to vary

182 The trustee does not have power to vary this deed so as to do either of the following:

- Reduce or adversely affect the rights of a member to accrued entitlements that arise before the variation is effected.
- Reduce the amount of any other entitlement that is or may become payable in

relation to a time before the date of the variation.

However, this (the rule in the previous sentence with the 2 dot points) does not apply if the reduction is necessary to enable the fund to comply with superannuation law or if each affected member, or the Regulator, consents in writing to the reduction.

The trustee also does not have power to vary this deed in a way that would have either of the following effects:

- unless the trustee is a corporation, altering the purpose of the fund so that it is no longer solely or primarily the provision of old age pensions under superannuation law.
- unless the sole or primary purpose of the fund is to provide old age pensions to members, allowing any person except a corporation to be appointed trustee of the fund.

Notice of variation

183 If superannuation law requires it, the trustee must inform members and beneficiaries in writing of the nature and purpose of the variation and its effect on their entitlements or rights. The trustee must do so in accordance with superannuation law.

Dispute resolution

184 If superannuation law requires it, the trustee must establish a system complying with that law for dealing with enquiries and complaints from members, beneficiaries and dependants.

Interpretation

185 A reference in this deed to:

- a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them;
- a person includes a firm, partnership, joint venture, association, corporation or other corporate body;
- a person includes the legal personal representatives, successors and assigns of that person;
- any body which no longer exists or has been reconstituted, renamed, replaced or whose powers and functions have been removed or transferred to another body or agency, whether expressly or impliedly, is a reference to the body which most closely serves the purpose or objects of the first-mentioned body;
- a clause, schedule or appendix is reference to a clause, schedule or appendix in or to this deed;
- this or any other document includes the document as varied or replaced regardless of any change in the identity of the parties;
- writing includes all modes of representing or reproducing words in a legible, permanent and visible form;
- '\$' or 'dollars' is a reference to Australian dollars;

- the word 'includes' in any form is not a word of limitation;
- the singular includes the plural and vice versa; and
- a gender includes the other gender.

Proper law

186 This deed is governed by the law of Queensland. The parties consent to the exercise of jurisdiction by the courts of that place.

Definitions

187 In this deed the terms below have the following meanings:

Annuity means what it means under superannuation law.

Approved benefit arrangement means an arrangement into which or from which assets of the fund can be transferred without a breach of superannuation law. It includes a roll over fund, a complying superannuation fund, an approved deposit fund and an annuity arrangement.

Approved deposit fund means a fund which is a complying ADF under the Tax Act.

Amount standing to the credit in relation to an accumulation account, includes an amount the trustee decides to pay to that account from the equalisation account (if any).

Assets means the cash, investments and other property of the fund held by the trustee (or by a nominee or custodian for the trustee) on the trusts established by or under this deed, including:

- any amount standing to the credit of the fund on or after the date when this deed commences.
- contributions made by a member.
- contributions made by an employer.
- contributions allowed by this deed that are superannuation lawfully made by another person.
- interest, dividends, distributions, profits and other benefits of any kind arising from investments and accumulation of income.
- the proceeds of any annuity or insurance policy effected by the trustee.
- the value of any annuity or insurance policy effected by the trustee.
- money, investments and other property received by the trustee as a roll over payment.
- shortfall components and financial assistance received by the trustee.

Beneficiary means a person immediately and absolutely entitled to a benefit under this deed in respect of a member. It does not include a member except where that member is immediately and absolutely entitled to a benefit under this deed in respect of another member.

Benefit means an amount payable out of the fund to or in respect of a member or beneficiary.

Benefit entitlement means an amount in the fund which may become payable to a member, dependant or beneficiary, but to which that person has not become absolutely entitled. It includes a contingent right to payment.

Binding death benefit notice means a notice given by a member or beneficiary to the trustee in accordance with regulation 6.17A of the SIS Regulations and with this deed.

Business day means Monday to Friday excluding public holidays in the state or territory identified in clause 186.

Business hours means between 9:00 am and 5:00 pm on a business day.

Cash means what it means under superannuation law.

Complying superannuation fund means a complying superannuation fund under superannuation law.

Contributions means gross contributions made to the fund before tax in accordance with this deed.

Corporation means a constitutional corporation under superannuation law.

COVID-19 determination means a determination from the regulator issued pursuant to regulation 6.19B of the SIS Regulations for an amount not exceeding the amount validly stated in the determination.

Death Benefit Agreement means all, or that part of, an agreement (executed as a deed and in a form acceptable to the trustee) describing the trustee's obligations concerning the payment of benefits on a member's death which:

- directs the trustee to pay the benefits to a person to whom those benefits may be paid in accordance with superannuation law;
- has been executed by the trustee and the member; and
- has not later been:
 - terminated by the member; or
 - replaced by a separate death benefit agreement with the agreement of the trustee and the member.

Dependant, in relation to a member, former member or beneficiary (the 'primary person'), means each of the following:

- the spouse or widow or widower of that primary person.
- any child of that primary person, including a person who, in the trustee's opinion, is or was actually maintained by the primary person as the child of the primary person.
- any person with whom the primary person has an interdependency relationship.
- any other person who, in the trustee's opinion, was substantially dependent on the primary person at the relevant time.

Doctor means a registered medical practitioner.

Downsizer contributions has the meaning given by section 292-102 of the *Income Tax Assessment Act 1997*.

Eligible roll over fund means what it means in Part 24 of the SIS Act.

Employee means a person who is an eligible person under superannuation law for the purpose of an employer making contributions in order to avoid a liability for the superannuation guarantee charge under the *Superannuation Guarantee (Administration) Act 1992*.

Employer means what it means under superannuation law and includes any participating-employer of a member.

Employment relationship – an employment relationship exists between 2 persons if any of the following applies:

- one person is an employee of the other within the ordinary meaning of that term, or within the meaning of section 15A of the SIS Act, or is taken to be an employee under superannuation law.
- one person is the trustee of a trust of which the other person, or a relative of the other person, is a beneficiary.
- one person is a member of a partnership in which the other person, or a relative of the other person, is either a partner or a director of a body corporate that is a partner.
- one person is a member of a partnership in which the other person, or a relative of the other person, is a beneficiary of a trust, the trustee of which is a partner.

However, an employment relationship does not exist between 2 persons if superannuation law has the contrary effect.

Employment termination payment means the same as it means in section 82-130 of the Income Tax Assessment Act 1997 (Cth).

Excess contributions means contributions by or on behalf of a fund member which exceed the annual cap amounts for concessional contributions and non-concessional contributions as defined in the Tax Act. For the purposes of calculating excess contributions, amounts which are downsizer contributions are not counted.

Expenses of the fund means the expenses for which the trustee is entitled to be reimbursed under this deed.

Family Law Act means the *Family Law Act 1975* (Cth).

First home super saver determination has the meaning given by subsection 138-10(1) in Schedule 1 to the *Taxation Administration Act 1953*.

Fund earning rate means the positive or negative earning rate the trustee determines after taking account of any provision or reserve for future contingencies.

Fund year means the 12 month period ending on 30 June or a substitute date decided on by the trustee. At the beginning of the trust, and at the end of the trust, it means the lesser period ending on that date, or commencing on the following day.

Gainful employment means what it means under superannuation law. It includes gainful employment on a full-time basis and gainful employment on a part-time basis.

Insurance policy means an insurance policy effected on the life of the member or a beneficiary of the member or in respect of the member's or beneficiary's illness, accident or disablement.

Interdependency relationship has the same meaning as in the SIS Act.

Legal personal representative includes 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.

Levy means a levy payable by the fund under superannuation law.

Market value has the same meaning as in the SIS Act.

Non-binding nomination form means a notice given by a member or beneficiary to the trustee in a form acceptable to the trustee, but which does not meet the requirements of regulation 6.17A of the SIS Regulations.

Non-member spouse means a person who is:

- a spouse or former spouse of a member; or
- a Non-Member Spouse within the meaning of that term under Part VIII B of the Family Law Act.

Non-preserved amount means an amount (including a roll over payment) that is payable to or in respect of a member that is not subject to cashing restrictions under superannuation law at the time of payment.

Normal retirement age means 65, or a substitute age that is at least 55 (or, if the trustee is not a corporation, 60) that is accepted or required by superannuation law and is agreed by the trustee.

Payment flag means an agreement or court order referred to in clause 123.

Payment split means a payment split under Part VIII B of the Family Law Act.

Pension account means a pension account established under clause 82.

Preservation age means what it means under superannuation law.

Preserved payment means a payment made to the fund which is required to be preserved under superannuation law if the fund is to be a complying superannuation fund.

Preserved payment benefit means a benefit arising from a preserved payment.

Regulator means the particular Commonwealth body responsible for the administration of the relevant aspect of superannuation. It may be the Commissioner of Taxation, the Australian Prudential Regulation Authority, the Australian Securities and Investments Commission or some other body.

Relative for the purpose of the definition of 'employment relationship' and for the purpose of eligibility to be a director of the trustee, means each of the following in respect of a person:

- a parent, grandparent, child, grandchild, sibling, uncle, aunt, great aunt, great uncle, nephew, niece, first cousin or second cousin of the person;
- another person who has any such relationship to the person by reason of adoption or re-marriage;
- the spouse or former spouse of the person or of any of the persons listed in the previous bullet points.

For any other purpose, means each of the following in respect of a person:

- the parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descendant or adopted child of the person or of the spouse of the person;
- the spouse of the person or of any person listed in the previous bullet point.

Release Authority means a written authority or direction given to the trustee to release funds, given by the member or the Commissioner of Taxation, and which the trustee is required to comply with under superannuation law (including where the purpose is a permissible condition of release under the SIS Regulations such as a first home super saver determination, excess concessional or non-concessional contributions and/or excess non-concessional contributions tax liability).

Retires in relation to employment, means retirement for the purpose of the payment of benefits under superannuation law.

Reversionary beneficiary means an eligible dependant for the purpose of superannuation law, including a Pension Dependant, nominated by a pensioner at the commencement of the pension, or otherwise in accordance with the terms of the pension, as the person to whom the pension must be paid after the pensioner dies.

Roll over payment includes a employment termination payment made or received by the trustee in accordance with superannuation law and an eligible benefit payment rolled out of or in to a complying superannuation fund.

Securities includes fully paid and partly paid shares, fully paid and partly paid stocks, debentures, notes, bonds, mortgages, options and other similar securities. Neither security nor registration is required.

Self-managed superannuation fund means what it means under the SIS Act.

Shortfall component means what it means under sections 64A and 64B of of the *Superannuation Guarantee (Administration) Act 1992* and regulations made under that Act.

SIS Act means the *Superannuation Industry (Supervision) Act 1993*, as amended from time to time.

SIS Regulations means the *Superannuation Industry (Supervision) Regulations 1994*, as amended from time to time.

Spouse means a person legally married to the member at any time; and a person who is not legally married to the member, but who, in the trustee's opinion, lives or lived with the member on a bona fide domestic basis as the partner of that member.

If there are 2 or more persons who are spouses within this definition, 'spouse' means that person or those persons whom the trustee decides to treat as the spouse or spouses.

Superannuation law means any law of the Commonwealth of Australia including the *Corporations Act 2001* and the *Social Security Act 1991*, which deals with any aspect of superannuation or taxation in relation to superannuation, or any lawful requirement in relation to the fund by the Commissioner of Taxation, the Australian Taxation Office, APRA, ASIC or any other body that has responsibility in connection with the regulation of superannuation. It includes changes to any superannuation law after the date of this deed. It also includes any proposed law or lawful requirement that the trustee believes may have retrospective effect.

Tax includes any form of taxation, surcharge, levy, duty or other government charge that the trustee is required to pay out of the fund, or a member, former member or beneficiary is required to pay.

Tax Act means the *Income Tax Assessment Act 1936* or the *Income Tax Assessment Act 1997*, as appropriate, and the regulations made under the relevant Act.

Tax Administration Act means the *Tax Administration Act 1953*.

Taxation includes any tax, charge duty or levy of any type paid or payable by the trustee, or by a member, former member or beneficiary, in relation to any part of the fund.

Temporary total disablement means what it means in the relevant policy effected by the trustee.

If there is no such policy, it means total physical or mental disablement that is not total permanent disablement that makes the relevant member incapable of continuing in the gainful employment that the member was in immediately before the incapacity.

Total permanent disablement means what it means in the relevant policy effected by the trustee.

If there is no such policy, it means such total physical or mental disablement that the trustee is reasonably satisfied that the relevant member is unlikely ever again to be able to engage in gainful employment for which the member is reasonably qualified by education, training or experience.

Transfer balance has the same meaning as in section 995-1(1) of the Tax Act.

Transfer balance cap has the same meaning as in section 995-1(1) of the Tax Act.

Transfer determination means an excess transfer balance determination issued under Subdivision 136-A of Schedule 1 to the Tax Administration Act.

Transition to retirement pension means a transition to retirement income stream paid as a pension, as defined by r6.01(2) of the SIS Regulations.

Unclaimed benefits means benefits described as 'unclaimed money' under superannuation law.

Withdrawal benefit means the minimum benefit that must be paid to a member on withdrawal from the fund under superannuation law.

To the extent that a member's contributions have been applied towards an endowment or whole of life policy, the member's withdrawal benefit is the surrender value of that policy.

Sugart Pty Ltd ATF The A&T Russell Super Fund

Schedule to this deed

Date deed established

25 September 2020

Name and address and ACN of trustee

Sugart Pty. Ltd., ACN 644638693
43 Corberry Street
The Range, QLD 4700

Name and address of members

Traci Rae Russell
43 Corberry Street
The Range, QLD 4700

Angus John Russell
43 Corberry Street
The Range, QLD 4700

Name of person establishing the fund (Principal)

Traci Rae Russell
43 Corberry Street
The Range, QLD 4700

Execution

Executed as a deed.

Dated: _____

Executed by
Sugart Pty. Ltd. ACN 644638693, in its
capacity as trustee, in accordance with
section 127(1) of the *Corporations Act 2001*
(Cwth):

Traci Rae Russell, director

Angus John Russell, director

Signed sealed and delivered

by Traci Rae Russell in the capacity of principal
in the presence of:

Signature of witness

Signature of individual

Name of witness (please print)

Signed sealed and delivered by Traci Rae
Russell, in the capacity of member, in the
presence of:

Signature of witness

Signature of individual

Name of witness (please print)

Signed sealed and delivered by Angus John
Russell, in the capacity of member, in the
presence of:

Signature of witness

Signature of individual

Name of witness (please print)

Sugart Pty. Ltd.

Company Registration Package, Part 1

Prepared for **Reference:814760**
Matter name **SMSF Trustee bundle**
Prepared by **Traci Rae Russell**
Date downloaded **25 September, 2020 12:17 PM**

Contents of document package

Consent to act as Director.....	1
Consent to act as Director.....	1
Consent to act as Secretary	2
Application for Shares	3
Application for Shares	4

What to do next

Signing the documents and Stage 2: Lodging the Form and receiving the ACN

Before you electronically lodge the registration with ASIC, you need to arrange for the relevant documents to be signed by the directors, secretaries, and shareholders. Then the documents need to be filed in the Company Register.

When you're ready to lodge:

- 1 return to <http://www.cleardocs.com/>;
- 2 log in;
- 3 select 'SMSF set up + register corporate trustee' from the 'My Cleardocs' area and select your matter with the 'Review and edit' button. The next screen sets out which stage you are up to and what you have to do next.
- 4 click on "Pay the ASIC fee" to pay by credit card — the Westpac site will return you to Cleardocs.

How long does the ASIC process take?

(To be tabled at first meeting of directors)

To
Sugart Pty. Ltd.
43 Corberry Street
The Range, QLD, 4700

Consent to act as Director

I consent to act as director of **Sugart Pty. Ltd.** with effect from the date of this consent.

My personal details are as follows:

Full name	Angus John Russell
Usual residential address	43 Corberry Street
Town / State / Postcode	The Range, QLD 4700
Place of birth	Wyndham
Date of birth	23-07-1966

I give you notice of the following:

No Interests to declare.

Signed:



Angus John Russell

Date: 25 September, 2020

(To be tabled at first meeting of directors)

To
Sugart Pty. Ltd.
43 Corberry Street
The Range, QLD, 4700

Consent to act as Director

I consent to act as director of **Sugart Pty. Ltd.** with effect from the date of this consent.


My personal details are as follows:

Full name	Traci Rae Russell
Former given names and family names (if any)	Harrod
Usual residential address	43 Corberry Street
Town / State / Postcode	The Range, QLD 4700
Place of birth	Williamstown
Date of birth	31-03-1966

I give you notice of the following:

No Interests to declare.

Signed:



Traci Rae Russell

Date: 25 September, 2020

(To be tabled at first meeting of directors)

To

Sugart Pty. Ltd.
43 Corberry Street
The Range, QLD, 4700

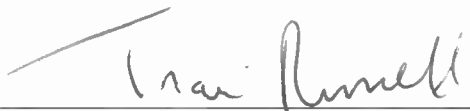
Consent to act as Secretary

I consent to act as secretary of **Sugart Pty. Ltd.** with effect from the date of this consent.

My personal details are as follows:

Full name	Traci Rae Russell
Usual residential address	43 Corberry Street
Town / State / Postcode	The Range, QLD 4700
Place of birth	Williamstown
Date of birth	31-03-1966

Signed:



Traci Rae Russell

Date: 25 September, 2020

(To be signed and provided to company before Registration Application is submitted)

To the Directors
Sugart Pty. Ltd.
43 Corberry Street
The Range, QLD, 4700
Australia

Application for Shares

I apply for the allotment to me of the following shares in the capital of the company:

Type of shares	Number of shares	Amount paid per share	Amount unpaid per share	Total cost of shares
Ordinary	1	\$1.00	\$1.00	\$2.00

I will accept the shares allotted to me and will be bound by the company's Constitution.

I authorise the company to place my name on the Register of Members in respect of the shares.


My personal details are as follows:

Name of Shareholder	Usual residential address of Shareholder
Traci Rae Russell	43 Corberry Street The Range, QLD 4700

Date:

25/9/2020

Signed:



Traci Rae Russell

Date: 25 September, 2020

(To be signed and provided to company before Registration Application is submitted)

To the Directors
Sugart Pty. Ltd.
43 Corberry Street
The Range, QLD, 4700
Australia

Application for Shares

I apply for the allotment to me of the following shares in the capital of the company:

Type of shares	Number of shares	Amount paid per share	Amount unpaid per share	Total cost of shares
Ordinary	1	\$1.00	\$1.00	\$2.00

I will accept the shares allotted to me and will be bound by the company's Constitution.

I authorise the company to place my name on the Register of Members in respect of the shares.

My personal details are as follows:

Name of Shareholder	Usual residential address of Shareholder
Angus John Russell	43 Corberry Street The Range, QLD 4700

Date: 25th SEPTEMBER 2020

Signed: 
Angus John Russell



Self-managed super fund trustee declaration

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

Fund name

SUGALT PTY LTD AIF THE A+I RUSSELL SUPER FUND

I am responsible for ensuring that the fund is operated in accordance with the *Superannuation Industry (Supervision) Act 1993* (SISA) and other relevant legislation. The Commissioner of Taxation (the Commissioner) has the authority and responsibility for administering the legislation and enforcing trustees' compliance with the law.

I must keep myself informed of changes to the legislation relevant to the operation of my fund and ensure the trust deed is kept up to date in accordance with the law and the needs of the members.

If I do not comply with the legislation, the Commissioner may take the following actions:

- impose administrative penalties on me
- give me a written direction to rectify any contraventions or undertake a course of education
- enter into agreements with me to rectify any contraventions of the legislation
- disqualify me from being a trustee or director of a corporate trustee of any superannuation fund in the future
- remove the fund's complying status, which may result in significant adverse tax consequences for the fund
- prosecute me under the law, which may result in fines or imprisonment.

Sole purpose

I understand it is my responsibility to ensure the fund is maintained for the purpose of providing benefits to the members upon their retirement (or attainment of a certain age) or their beneficiaries if a member dies. I understand that I should regularly evaluate whether the fund continues to be the appropriate vehicle to meet this purpose.

Trustee duties

I understand that by law I must at all times:

- act honestly in all matters concerning the fund
- exercise skill, care and diligence in managing the fund
- act in the best interests of all the members of the fund
- keep records of decisions made about the running of the fund, including the appointment of professional advisers and the retirement of members and payment of benefits
- ensure that my money and other assets are kept separate from the money and other assets of the fund
- take appropriate action to protect the fund's assets (for example, have sufficient evidence of the ownership of fund assets)
- refrain from entering into any contract or do anything that would prevent me from, or hinder me in, properly performing or exercising my functions or powers as a trustee or director of the corporate trustee of the fund
- allow all members of the fund to have access to information and documents as required, including details about
 - the financial situation of the fund
 - the investments of the fund
 - the members' benefit entitlements.

I also understand that by law I must prepare, implement and regularly review an investment strategy having regard to all the circumstances of the fund, which include, but are not limited to:

- the risks associated with the fund's investments
- the likely return from investments, taking into account the fund's objectives and expected cash flow requirements
- investment diversity and the fund's exposure to risk due to inadequate diversification
- the liquidity of the fund's investments having regard to the fund's expected cash flow requirements in discharging its existing and prospective liabilities (including benefit payments)
- whether the trustees of the fund should hold insurance cover for one or more members of the fund.

Accepting contributions and paying benefits

I understand that I can only accept contributions and pay benefits (income streams or lump sums) to members or their beneficiaries when the conditions specified in the law and the fund trust deed have been met.

Investment restrictions

I understand that, as a trustee or director of the corporate trustee of the fund, subject to certain limited exceptions specified in the law, I am prohibited from:

- giving financial assistance using the resources of the fund to a member of the fund or a member's relative (financial assistance means any assistance that improves the financial position of a person directly or indirectly, including the provision of credit)
- acquiring assets (other than business real property, listed securities, certain in-house assets and acquisitions made under mergers, allowed by special determinations or acquisitions from the trustee or investment manager of another regulated super fund as a result of a breakdown of a relationship) for the fund from members or other related parties of the fund

- borrowing money (or maintaining an existing borrowing) on behalf of the fund except in certain limited circumstances (while limited recourse borrowing arrangements are permitted, they can be complex and particular conditions must be met to ensure that legal requirements are not breached)
- acquiring an in-house asset if the fund's in-house assets exceed 5% of the market value of the fund's total assets, or the in-house assets will exceed 5% of the market value of the fund's total assets by acquiring the asset (in-house assets are loans to, or investments in, related parties of the fund – including trusts – or assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party)
- entering into investments that are not made or maintained on an arm's length (commercial) basis (this ensures the purchase or sale price of the fund's assets and any earnings from those assets reflects their market value).

Administration

I understand that the trustees of the fund must:

- keep and retain for at least 10 years
 - minutes of all trustee meetings at which matters affecting the fund were considered (this includes investment decisions and decisions to appoint members and trustees, the retirement of members and payment of benefits)
 - records of all changes of trustees, including directors of the corporate trustee
 - each trustee's consent to be appointed as a trustee of the fund or a director of the corporate trustee
 - all trustee declarations
 - copies of all reports given to members
 - documented decisions about storage of collectables and personal use assets
- ensure that the following are prepared and retained for at least five years
 - an annual statement of the financial position of the fund
 - an annual operating statement
 - copies of all annual returns lodged
 - accounts and statements that accurately record and explain the transactions and financial position of the fund including asset market valuation
 - copies of Transfer balance account reports lodged
 - copies of any other statements you are required to lodge with us or provide to other super funds
- appoint an approved SMSF auditor each year, no later than 45 days before the due date for lodgment of the fund's annual return and provide documents to the auditor as requested
- lodge the fund's annual return, completed in its entirety, by the due date
- review the independent audit report received from the approved SMSF auditor and take action as required
- notify the ATO within 28 days of any changes to the
 - membership of the fund, or trustees or directors of the corporate trustee
 - name of the fund
 - contact person and their contact details
 - postal address, registered address or address for service of notices for the fund
- notify the ATO in writing within 21 days if the fund becomes an Australian Prudential Regulation Authority (APRA) regulated fund.

DECLARATION

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

must ensure this document is retained for at least 10 years or while I remain a trustee or director of the corporate trustee (whichever is longer) and, if I fail to do this, penalties may apply.

- Administrative penalties can be imposed on me for not complying with the legislation
- I may have to make this document available for inspection by a member of staff of the ATO and, if I fail to do this, penalties may apply.
- I do not have access to the government's financial assistance program that is available to trustees of APRA regulated funds in the case of financial loss due to fraudulent conduct or theft.

Trustee's or director's name

TRACI RAE RUSSELL

Trustee's or director's signature

Traci Russell

Date

Day: 08 / Month: 11 / Year: 2020

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

KATHRYN ELIZABETH BATTIS

Witness' signature

K Battis

Date

Day: 08 / Month: 11 / Year: 2020

Sugart Pty Ltd ATF The A&T Russell Super Fund

Schedule to this deed

Date deed established

25 September 2020

Name and address and ACN of trustee

Sugart Pty. Ltd., ACN 644638693
43 Corberry Street
The Range, QLD 4700

Name and address of members

Traci Rae Russell
43 Corberry Street
The Range, QLD 4700

Angus John Russell
43 Corberry Street
The Range, QLD 4700

Name of person establishing the fund (Principal)

Traci Rae Russell
43 Corberry Street
The Range, QLD 4700

Execution

Executed as a deed.

Dated: 25/9/2020

Executed by
Sugart Pty. Ltd. ACN 644638693, in its
capacity as trustee, in accordance with
section 127(1) of the *Corporations Act 2001*
(Cwth):



Traci Rae Russell, director



Angus John Russell, director

Signed sealed and delivered

by Traci Rae Russell in the capacity of principal
in the presence of:



Signature of witness



Signature of individual

KATHRYN ELIZABETH BATTIS.

Name of witness (please print)

Signed sealed and delivered by Traci Rae
Russell, in the capacity of member, in the
presence of:



Signature of witness



Signature of individual

KATHRYN ELIZABETH BATTIS.

Name of witness (please print)

Signed sealed and delivered by Angus John
Russell, in the capacity of member, in the
presence of:



Signature of witness



Signature of individual

KATHRYN ELIZABETH BATTIS.

Name of witness (please print)