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# PIMCO



028 / 159 / S01

MR MARK KENNETH DAVIES & MRS SHIRLEY NORMA DAVIES <SHIRMARK SUPER FUND A/C>  
PO BOX 7022  
WATTLE PARK VIC 3128

Scanned

Enquiries: 1300 113 547

Mail: GPO Box 804  
Melbourne VIC 3001

Fax: 02 9151 4096

Web: www.pimco.com.au

Email: investorservices@au.pimco.com

PIMCO Australia Pty Ltd

ABN 54 084 280 508

AFS Licence 246862

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Date

27 November 2017

Investor Name

MR MARK KENNETH DAVIES & MRS SHIRLEY NORMA DAVIES <SHIRMARK SUPER FUND A/C>

Investor Number

800134371

TFN/ABN Status

Supplied

Financial Adviser

Default

## Transfer Confirmation PIMCO Global Credit Fund - Wholesale Class

Dear Sir / Madam,

Thank you for investing in the PIMCO Global Credit Fund - Wholesale Class. We confirm the transfer of units between the following investor accounts.

From:	To:
X0055685134 MR MARK KENNETH DAVIES & MRS SHIRLEY NORMA DAVIES <SHIRMARK SUPER FUND A/C>	800134371 MR MARK KENNETH DAVIES & MRS SHIRLEY NORMA DAVIES <SHIRMARK SUPER FUND A/C>

Date	Transaction	Amount	Unit Price	Units	Units Held
21/11/2017	Opening Balance				0.0000
21/11/2017	Transfer from account X0055685134 - MR MARK KENNETH DAVIES & MRS SHIRLEY NORMA DAVIES <SHIRMARK SUPER FUND A/C>	\$30,869.51	0.9950	31,024.6371	31,024.6371
21/11/2017	Closing Balance				31,024.6371

You have elected to receive your distribution via the following method(s):  
The balance of your distribution via EFT.

Bank: MBL BSB: 182-512 Account Number: xxxxx0096

5000159\* | 1/1



028 / 1396 / S01

MR MARK KENNETH DAVIES & MRS SHIRLEY NORMA DAVIES <SHIRMARK SUPER FUND A/C>  
PO BOX 7022  
WATTLE PARK VIC 3128

**Enquiries: 1300 113 547**

**Mail:** GPO Box 804  
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**PIMCO Australia Management Limited**

**ABN 37 611 709 507**

**AFSL 487 505**

**Page**  
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**Date**  
09 August 2018

**Part A: Your Details**

**Investor Name**  
MR MARK KENNETH DAVIES & MRS SHIRLEY NORMA DAVIES <SHIRMARK SUPER FUND A/C>

**Investor Number**  
Xxxxxxx5134

**Account Holder Name TFN/ABN**  
SHIRMARK SUPER FUND Provided  
A/C

**Investor Type**  
SuperannuationFund

**Tax Residence**  
Australia

**Overseas Tax ID No**  
Not Provided

**Financial Adviser**  
Default

**AMIT Member Annual Statement**  
**PIMCO Global Credit Fund - Wholesale**  
**Class (ETL0019AU)**  
**01 July 2017 to 30 June 2018**

Dear Sir / Madam

Please find below the Attribution Managed Investment Trust Member Annual (AMMA) Statement for the year ended 30 June 2018 for your investment in the PIMCO Global Credit Fund - Wholesale Class.

The following tax return items are valid for Australian resident individual unitholders only.

If any of the details in Part A are incorrect, update your details with your trustee.

Part B Tax Return (Supplementary Section)	Summary of tax return (supplementary section) items	
	Amount (\$)	Tax return label
Non-primary production income	120.20	13U
Franked distributions from trusts	0.00	13C
Other deductions relating to distributions	0.00	13Y
Franking credits	0.00	13Q
Credit for tax file number (TFN) amounts withheld	0.00	13R
Share of credit for tax paid by trustee	0.00	13S
Share of credit for foreign resident amounts withheld	0.00	13A
Net capital gains	0.00	18A
Total current year capital gains	0.00	18H
Foreign entities - CFC income	0.00	19K
Assessable foreign source income	13.81	20E
Other net foreign source income	13.81	20M
Australian franking credits from a NZ company	0.00	20F
Foreign income tax offsets*	0.09	20O

\*To work out your foreign income tax offset (FITO) entitlement, see "20 Foreign source income and foreign assets or property" or the Guide to foreign income tax offset rules 2018 on www.ato.gov.au.



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**AMMA Statement**  
**PIMCO Global Credit Fund - Wholesale Class**  
**01 July 2017 to 30 June 2018**

Part C Components of an attribution	Cash distribution (\$)	Tax paid or tax offsets Gross Up (\$)	Attribution/Amount (\$)
<b>Australian Income</b>			
Dividends: unfranked amount	0.00	0.00	0.00
Dividends: unfranked CFI amount	0.00	0.00	0.00
Interest (subject to non-resident WHT)	7.39	0.00	7.39
Interest (not subject to non-resident WHT)	88.99	0.00	88.99
Other assessable Australian income	23.82	0.00	23.82
<b>Non-primary production income</b>	<b>120.20</b>	<b>0.00</b>	<b>120.20</b>
Dividend: Franked amount (Franked distributions)	0.00	0.00	0.00
<b>Capital Gains</b>			
Discounted capital gain NTARP	0.00	0.00	0.00
Discounted capital gain TARP	0.00	0.00	0.00
Capital gain other - TAP	0.00	0.00	0.00
Capital gain other - NTAP	0.00	0.00	0.00
<b>Net capital gains</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
AMIT CGT gross up amount	0.00	0.00	0.00
Other capital gains distribution	0.00	0.00	0.00
<b>Total current year capital gains</b>	<b>0.00</b>		<b>0.00</b>
<b>Foreign Income</b>			
Other Net Foreign Source Income	13.72	0.09	13.81
Australian franking credits from a NZ company	0.00	0.00	0.00
<b>Assessable net foreign income</b>	<b>13.72</b>	<b>0.09</b>	<b>13.81</b>
Foreign entities - CFC income	0.00	0.00	0.00
<b>Total foreign income</b>	<b>13.72</b>	<b>0.09</b>	<b>13.81</b>
<b>Tax Offset</b>		<b>Amount (\$)</b>	
Franking credit tax offset		0.00	
Foreign income tax offset		0.09	
Franking Credit for NZ Company		0.00	
<b>Total tax offset</b>		<b>0.09</b>	
<b>Other Non-Assessable Amounts</b>	<b>Cash distribution (\$)</b>	<b>Attribution Amount (\$)</b>	
Other non-attributable amounts	20.43		
Non-assessable non-exempt income	0.00	0.00	
Net exempt income	0.00	0.00	
<b>Gross cash distribution</b>	<b>154.35</b>	<b>0.00</b>	
<b>AMIT Cost Base Adjustment</b>		<b>Amount (\$)</b>	
AMIT cost base - excess		20.43	
AMIT cost base - shortfall		0.00	
<b>Other Deductions From Distributions</b>			
Less Resident withholding tax	0.00		
Less Foreign resident withholding tax	0.00		
Less Foreign resident withholding tax (s12H)/Foreign Resident Income tax (s276-105)	0.00		
Less Other expenses	0.00		
Other Rebate Income	0.00		
Net cash distributions	154.35		
<b>Non-resident Reporting</b>	<b>Attribution Amount (\$)</b>	<b>Tax paid (\$)</b>	
Interest exempt from withholding	88.99	0.00	
Non-resident withholding amount	7.39	0.00	
Non-resident member ss276-105(2)(a) or (b)	0.00	0.00	
Non-resident member ss276-105(2)(c)	0.00	0.00	
Managed Investment Trust Fund Payment	23.82	0.00	
Deemed payment - Dividend	0.00	0.00	
Deemed payment - Interest	0.00	0.00	
Deemed payment - Fund Payment	0.00	0.00	
Deemed payment - Royalties	0.00	0.00	

**Note: Foreign resident withholding tax (S12-H)**

If Managed Investment Trust withholding tax is applicable to your investment, this is the sum of the amounts withheld from fund payments made for the year ended 30 June pursuant to Subdivision 12-H and Subdivision 12A-B of Schedule 1 of the Taxation Administration Act 1953.



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MR MARK KENNETH DAVIES & MRS SHIRLEY NORMA  
 DAVIES <SHIRMARK SUPER FUND A/C>  
 PO BOX 7022  
 WATTLE PARK VIC 3128

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PIMCO Australia Management Limited

ABN 37 611 709 507

AFSL 487 505

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Investor Name

MR MARK KENNETH DAVIES & MRS  
 SHIRLEY NORMA DAVIES <SHIRMARK  
 SUPER FUND A/C>

Investor Number

Xxxxxxx5134

TFN/ABN Status

Supplied

Financial Adviser

Default

Periodic Statement  
 01 Jul 2017 to 31 Dec 2017

Dear Sir / Madam,

Set out below are the details of your investment and a transaction history for the period. Please keep this statement for future reference.

Investment Summary - 31 Dec 2017

Date	Investment Fund	Price	Units Held	Market Value	%
31/12/2017	PIMCO Global Credit Fund - Wholesale Class	\$0.9952	0.0000	\$0.00	0.00
31/12/2017	<b>Total Investments</b>			<b>\$0.00</b>	

Fund Transactions

PIMCO Global Credit Fund - Wholesale Class

Date	Transactions	Unit Price (\$)	Transaction Units	Amount (\$)	Unit Balance
01/07/2017	Opening Balance	0.9988		30,418.18	30,454.7236
03/07/2017	Distribution	0.9825	569.9135	559.94	31,024.6371
03/10/2017	Distribution		0.0000	154.35	31,024.6371
21/11/2017	Transfer to account 800134371 - MR MARK KENNETH DAVIES & MRS SHIRLEY NORMA DAVIES <SHIRMARK SUPER FUND A/C>	0.9950	(31,024.6371)	(30,869.51)	0.0000
31/12/2017	Closing Balance	0.9952		0.00	0.0000

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Enquiries: 1300 113 547

Mail: GPO Box 804  
Melbourne VIC 3001

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PIMCO Australia Pty Ltd

ABN 54 084 280 508

AFS Licence 246862

MR MARK KENNETH DAVIES & MRS SHIRLEY NORMA  
DAVIES <SHIRMARK SUPER FUND A/C>  
PO BOX 7022  
WATTLE PARK VIC 3128

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1 of 2

Date  
05 October 2017

Investor Name  
MR MARK KENNETH DAVIES & MRS  
SHIRLEY NORMA DAVIES <SHIRMARK  
SUPER FUND A/C>

Investor Number  
X0055685134

TFN/ABN Status  
Supplied

Financial Adviser  
Default



**Distribution Statement**  
**Period Ended 30 September 2017**  
**PIMCO Global Credit Fund - Wholesale Class**

Dear Sir / Madam,

Thank you for investing in the PIMCO Global Credit Fund - Wholesale Class. Set out below are the details of your distribution. Please keep this statement for future reference.

**Holding Summary as at Period End Date**

Date	Unit Price	Units Held	Value
30/09/2017	\$0.9928	31,024.6371	\$30,801.26

**Distribution Details**

Date Paid	Dollars Per Unit	Gross Amount	TFN Withholding Tax	Non-Resident Withholding Tax	Net Amount
04/10/2017	\$0.004975	\$154.35	\$0.00	\$0.00	\$154.35

Distribution Payment: \$154.35

\$154.35 of your distribution paid via EFT to: **Bank:** MBL **BSB:** 182-512 **Account Number:** xxxxx0096

If you have any questions about your investment, please contact your adviser, or call us on 1300 113 547.

Regards,

PIMCO Investor Services.



# Investor Centre

## Balance History

Currency Australian Dollar

<< View:

MVI, X\*\*\*\*\*5134 (MR MARK KENNETH DAVIES + MRS SHIRLEY NORMA DAVIES <SHIRMARK SUPER FUND A/C>)

Balance as at date (dd/mm/yyyy) 30/06/2018

Displaying Balance History as at 30 Jun 2018

HIN/SRN EMP ID	Security Code	Closing Price (AUD)	Total Balance	Tradeable Balance	Total Value (AUD)
X*****5134	QUAL	23.82	2,479	2,479	59,049.78

Viewing 1 - 1 of 1  
Total Value: \$ 59,049.78



Ask us now ^



**VanEck Vectors MSCI World ex Australia Quality ETF**  
ARSN 601 798 172 / ASX code: QUAL  
Responsible entity: VanEck Investments Limited  
ABN 22 146 596 116, AFSL 416755

7-107  
All communications to:  
C/- Link Market Services Limited  
Level 12, 680 George Street, Sydney NSW 2000  
Locked Bag A14, Sydney South, NSW 1235  
Telephone: +61 1300 68 38 37  
Email: [vaneck@linkmarketservices.com.au](mailto:vaneck@linkmarketservices.com.au)  
Website: [www.linkmarketservices.com.au](http://www.linkmarketservices.com.au)



028 002773

MR MARK KENNETH DAVIES &  
MRS SHIRLEY NORMA DAVIES  
<SHIRMARK SUPER FUND A/C>  
PO BOX 7022  
WATTLE PARK VIC 3128

Statement date: 10 August 2018  
Reference no.: X00055685134

## Tax statement for the year ended 30 June 2018

Incorporating an AMMA statement required under the Income Tax Assessment Act 1997

### Important Note – Requirement to certify tax residence

Issuers of financial products are required by law to collect certifications of client's tax residency. Our records indicate that you have not yet done this. Please visit [www.linkmarketservices.com.au](http://www.linkmarketservices.com.au) at your earliest convenience to complete the questionnaire.

### Part B - Information for resident investors to complete their tax return

The tables on page 2 contain the information to be inserted into your tax return.

If you use a tax agent to prepare your income tax return, advise them to rely on the information in this statement rather than information that may be displayed in the tax agent's pre-filing service.

If you use myTax to prepare your income tax return, check the pre-filled amounts against this statement and correct them if necessary.

The information provided below assumes you were a resident of Australia for income tax purposes for the whole of the financial year. Additional information provided in Part C may be required by some taxpayers when completing their tax return. Information in Parts C and D may be relevant to capital gains tax calculations on disposal of your units.

We are required to report the information shown on this statement to the Australian Taxation Office. Please retain this statement for income tax purposes.

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## Part B - Information for resident investors to complete their tax return

The four tables contain the information to be inserted into your tax return. They follow the structure of the *Tax Return for individuals (supplementary section) 2018*. Each line identifies a *Tax return label* to indicate where in the tax return the numbers below are to be inserted. On the tax return these labels are the white letters inside coloured boxes.

### Partnerships and trusts – Non-primary production

Item	Amount	Tax return label
Share of net income from trusts	\$0.03	13U
Franked distributions from trusts	\$0.00	13C

### Share of credits from income and tax offsets

Item	Amount	Tax return label
Share of franking credit from franked dividends	\$0.00	13Q
Share of credit for tax file number amounts withheld	\$0.00	13R

### Capital Gains

Item	Amount	Tax return label
Net capital gain <span style="margin-left: 20px;">2/3 = 506 -</span>	<del>\$379.61</del>	18A
Total current year capital gains	\$759.22	18H

### Foreign Source Income and foreign assets or property

Item	Amount	Tax return label
Assessable foreign source income	\$919.71	20E
Other net foreign source income	\$919.71	20M
Foreign income tax offset*	\$124.25	20O

\* Where the foreign income tax offset amount shown is more than \$1,000 you should consult the Australian Taxation Office's *Guide to foreign income tax offset rules 2018* to determine whether you are entitled to claim the full amount.



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**Part C: Components of attribution**

	Cash distributions	Tax paid or Franking credit (grossed up)	Attributable amount
<b>Australian Income</b>			
Dividends - Unfranked amount			\$0.00
Dividends - Unfranked CFI amount			\$0.00
Interest (subject to non - resident withholding tax)			\$0.03
Interest (not subject to non - resident withholding tax)			\$0.00
Other income			\$0.00
Less other allowable trust deductions			\$0.00
<b>Non-primary production income</b>			\$0.03
<b>Dividends - Franked amount</b>		\$0.00	\$0.00
<b>Capital Gains</b>			
Capital gains - Discounted method TAP			\$0.00
Capital gains - Discounted method NTAP			\$379.61
Capital gains - indexation method TAP			\$0.00
Capital gains - indexation method NTAP			\$0.00
Capital gains - Other method TAP			\$0.00
Capital gains - Other method NTAP			\$0.00
<b>Net Capital Gains</b>			\$379.61
AMIT CGT gross up amount			\$379.61
Other capital gains distribution			\$0.00
<b>Total current year capital gains</b>			\$759.22
<b>Foreign Income</b>			
Other net foreign income		\$124.25	\$919.71
<b>Assessable foreign income</b>		\$124.25	\$919.71
CFC income			\$0.00
<b>Total foreign income</b>		\$124.25	\$919.71
<b>Other Non-Assessable Amounts</b>			
Net exempt income			\$0.00
Non-Assessable non-exempt amount			\$0.00
Other non-attributable amounts			\$0.00
<b>Total Non-Assessable amounts</b>			\$0.00
<b>Gross Cash Distribution</b>	\$1,041.18		
<b>Other deductions from Distribution</b>	\$0.00		
Less: Withheld tax amount			
<b>Net Cash Distribution</b>	\$1,041.18		

GPO Box 2975 Melbourne  
Victoria 3001 Australia  
Enquiries: (within Australia) 1-300-ishare (474 273)  
(international) +61 3 9415 4695

**iShares Asia 50 ETF**  
iShares, Inc. ARBN 125 632 279  
iShares Trust ARBN 125 632 411

**Provide your Tax File Number**  
[www.computershare.com.au/easyupdate/IAA](http://www.computershare.com.au/easyupdate/IAA)  
**Provide your Residency Declaration**  
[www.computershare.com/au/selfcertification](http://www.computershare.com/au/selfcertification)

016170 000 IAA

MR MARK KENNETH DAVIES &  
MRS SHIRLEY NORMA DAVIES  
<SHIRMARK SUPER FUND A/C>  
PO BOX 7022  
WATTLE PARK VIC 3128

**Holder Identification Number (HIN)**  
X 0055685134

**ANNUAL TAXATION STATEMENT FOR THE YEAR ENDED 30 JUNE 2018**

This Annual Taxation Statement has been prepared to assist Australian tax residents with the completion of their individual income tax return for the year ended 30 June 2018. All values are in Australian dollars.

**This income is sourced from outside of Australia and is not reported to the ATO. As a result, if you are lodging your tax using MyTax (the ATOs online tax lodgement tool previously known as e-tax) the below values will not automatically appear in your online tax form when the pre-fill option has been selected and will need to be manually added.**

This Annual Tax Statement reflects distributions paid within the tax year beginning 1 July 2017 and ending 30 June 2018. For clarification, the Tax Statement does not reflect distributions paid in July or August 2018.

**PART A - SUMMARY OF 2018 TAX RETURN (SUPPLEMENTARY SECTION) ITEMS**

Item	Individual Tax Return Label	Amount
Assessable foreign source income	20E	\$411.99 /
Other net foreign source income	20M	\$411.99 /
Foreign income tax offset	20O <sup>1</sup>	\$61.80 /

**PART B - COMPONENTS OF DISTRIBUTION**

Item	Cash Distribution	Foreign Income Tax Offset	Taxable Amount
<b>Foreign Income</b>			
Assessable foreign source income <sup>2</sup>	\$350.19	\$61.80	\$411.99
Other net foreign source income <sup>3</sup>	\$350.19	\$61.80	\$411.99
<b>Non-assessable amount</b>			
Return of capital <sup>4</sup>	\$0.00		
<b>Net cash distribution</b>	<b>\$350.19</b>		

As previously communicated in the "Notification of important improvements to your investment" letter we sent out and per details on our website <https://www.blackrock.com/au/individual/ishares/simplifyinvesting>, subject to a vote, we are converting fourteen (14) of our US domiciled iShares ETFs into Australian domiciled iShares ETFs.

In preparation for these changes, if you have not already done so, **please submit your Tax File Number (TFN)** at [www.computershare.com.au/easyupdate/IAA](http://www.computershare.com.au/easyupdate/IAA) (to submit separately for each fund) or [www.investorcentre.com/au](http://www.investorcentre.com/au) (to submit for multiple funds). In addition to this, and as detailed in the above correspondence, please provide your tax residency at [www.computershare.com/au/selfcertification](http://www.computershare.com/au/selfcertification) for each holding separately. You do not have to quote your TFN, however if you do not, it could result in tax being withheld at the top marginal rate plus Medicare levy.

<sup>1</sup> If your total foreign income tax offsets from all sources for the year is \$1,000 or less then you can claim this amount in full. Otherwise, you will need to refer to the ATO publication "Guide to foreign income tax offset rules 2018" (QC 55222) to work out your entitlement. All foreign income tax offset amounts are automatically converted to AUD at the FX rate used at the time of distribution. For information pertaining to the US withholding tax rate deducted from your income please refer to your dividend advices.

<sup>2</sup> Assessable foreign source income is calculated by taking the sum of each interim Australian dollar dividend paid throughout the 2017/18 financial year.

<sup>3</sup> As an Australian resident taxpayer you may be liable to report Australian income tax on any assessable income derived from overseas investments. If you are entitled to tax deductions in relation to expenses incurred in earning assessable income from overseas investments, disclosure of overseas investment income reduced by these expenses (i.e. net overseas investment income) may be included in Item 20M.

**iShares Asia 50 ETF**

iShares, Inc. ARBN 125 632 279  
iShares Trust ARBN 125 632 411

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**All correspondence to:**  
Computershare Investor Services Pty Limited  
GPO Box 2975 Melbourne  
Victoria 3001 Australia  
Enquiries (within Australia) 1-300-iShare (474 273)  
(outside Australia) 61 3 9415 4695  
Facsimile 61 2 8235 8209  
web.queries@computershare.com.au  
www.computershare.com

015457 000 IAA



MR MARK KENNETH DAVIES &  
MRS SHIRLEY NORMA DAVIES  
<SHIRMARK SUPER FUND A/C>  
PO BOX 7022  
WATTLE PARK VIC 3128

**Holder Identification Number (HIN)**

**X 0055685134**

ASX Code: IAA  
Record Date: 22 June 2017  
Payment Date: 18 July 2017

**iShares Asia 50 ETF**

**Dividend Payment Advice - Direct Credit Instruction**

Class Description	Rate per Share (US\$)	Shares Held	Total Dividend (US\$)
CDI	0.190748	341	\$65.05

Gross Amount (US\$):	\$65.05
Non-resident withholding tax (US\$):	\$9.76
<b>NET PAYMENT (US\$):</b>	<b>\$55.29</b>
<b>NET PAYMENT (AUD\$):</b>	<b>\$72.12</b>

Currency Conversion Rate  
1 US\$ = AUD\$1.304461

A withholding tax of 15% has been applied to the dividend payment.

**Note:** You should retain this statement to assist you in preparing your tax return. In addition, you should refer to the iShares Australian Tax Guide at [www.iShares.com.au](http://www.iShares.com.au) for more tax related information. Please retain this statement in a safe place as a charge may be levied for a replacement.

**Your Payment Instruction**

MACQUARIE BANK LTD  
BSB: 182-512  
ACC: 961280096

**Amount Deposited**  
**AUD\$72.12**

If payment cannot be made to the above instruction, a direct credit form will be forwarded to your registered address and your distribution entitlement shown above will be held as a non-interest bearing deposit until your new direct credit instructions are received.

iShares Asia 50 ETF  
iShares, Inc. ARBN 125 632 279  
iShares Trust ARBN 125 632 411

All correspondence to:  
Computershare Investor Services Pty Limited  
GPO Box 2975 Melbourne  
Victoria 3001 Australia  
Enquiries (within Australia) 1-300-iShare (474 273)  
(outside Australia) 61 3 9415 4695  
Facsimile 61 2 8235 8209  
web.queries@computershare.com.au  
www.computershare.com

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MR MARK KENNETH DAVIES &  
MRS SHIRLEY NORMA DAVIES  
<SHIRMARK SUPER FUND A/C>  
PO BOX 7022  
WATTLE PARK VIC 3128

Holder Identification Number (HIN)

X 0055685134

ASX Code: IAA  
Record Date: 27 December 2017  
Payment Date: 23 January 2018

**iShares Asia 50 ETF**

**Dividend Payment Advice - Direct Credit Instruction**

Class Description	Rate per Share (US\$)	Shares Held	Total Dividend (US\$)
CDI	0.768932	341	\$262.21
		Gross Amount (US\$):	\$262.21
		Non-resident withholding tax (US\$):	\$39.33
		<b>NET PAYMENT (US\$):</b>	<b>\$222.88</b>
		<b>NET PAYMENT (AUD\$):</b>	<b>\$278.08</b>

Currency Conversion Rate  
1 US\$ = AUD\$1.247661

A withholding tax of 15% has been applied to the dividend payment.

**Note:** You should retain this statement to assist you in preparing your tax return. In addition, you should refer to the iShares Australian Tax Guide at [www.iShares.com.au](http://www.iShares.com.au) for more tax related information. Please retain this statement in a safe place as a charge may be levied for a replacement.

**Your Payment Instruction**

MACQUARIE BANK LTD  
BSB: 182-512  
ACC: 961280096

Amount Deposited

**AUD\$278.08**

If payment cannot be made to the above instruction, a direct credit form will be forwarded to your registered address and your distribution entitlement shown above will be held as a non-interest bearing deposit until your new direct credit instructions are received.

**iShares S&P Small-Cap ETF**

iShares, Inc. ARBN 125 632 279  
iShares Trust ARBN 125 632 411

016170 000 IJR



MR MARK KENNETH DAVIES &  
MRS SHIRLEY NORMA DAVIES  
<SHIRMARK SUPER FUND A/C>  
PO BOX 7022  
WATTLE PARK VIC 3128

Contact us: 7-113

GPO Box 2975 Melbourne  
Victoria 3001 Australia  
Enquiries: (within Australia) 1-300-ishare (474 273)  
(international) +61 3 9415 4695

**Provide your Tax File Number**  
www.computershare.com.au/easyupdate/IJR

**Provide your Residency Declaration**  
www.computershare.com/au/selfcertification

**Holder Identification Number (HIN)**

X 0055685134

**ANNUAL TAXATION STATEMENT FOR THE YEAR ENDED 30 JUNE 2018**

This Annual Taxation Statement has been prepared to assist Australian tax residents with the completion of their individual income tax return for the year ended 30 June 2018. All values are in Australian dollars.

**This income is sourced from outside of Australia and is not reported to the ATO. As a result, if you are lodging your tax using MyTax (the ATOs online tax lodgement tool previously known as e-tax) the below values will not automatically appear in your online tax form when the pre-fill option has been selected and will need to be manually added.**

This Annual Tax Statement reflects distributions paid within the tax year beginning 1 July 2017 and ending 30 June 2018. For clarification, the Tax Statement does not reflect distributions paid in July or August 2018.

**PART A - SUMMARY OF 2018 TAX RETURN (SUPPLEMENTARY SECTION) ITEMS**

Item	Individual Tax Return Label	Amount
Assessable foreign source income	20E	\$391.45 /
Other net foreign source income	20M	\$391.45 /
Foreign income tax offset	20O <sup>1</sup>	\$58.70 /

**PART B - COMPONENTS OF DISTRIBUTION**

Item	Cash Distribution	Foreign Income Tax Offset	Taxable Amount
<b>Foreign Income</b>			
Assessable foreign source income <sup>2</sup>	\$332.75	\$58.70	\$391.45
Other net foreign source income <sup>3</sup>	\$332.75	\$58.70	\$391.45
<b>Non-assessable amount</b>			
Return of capital <sup>4</sup>	\$0.00		
<b>Net cash distribution</b>	<b>\$332.75</b>		

As previously communicated in the "Notification of important improvements to your investment" letter we sent out and per details on our website <https://www.blackrock.com/au/individual/ishares/simplifyinvesting>, subject to a vote, we are converting fourteen (14) of our US domiciled iShares ETFs into Australian domiciled iShares ETFs.

In preparation for these changes, if you have not already done so, **please submit your Tax File Number (TFN)** at [www.computershare.com.au/easyupdate/IJR](http://www.computershare.com.au/easyupdate/IJR) (to submit separately for each fund) or [www.investorcentre.com/au](http://www.investorcentre.com/au) (to submit for multiple funds). In addition to this, and as detailed in the above correspondence, please provide your tax residency at [www.computershare.com/au/selfcertification](http://www.computershare.com/au/selfcertification) for each holding separately. You do not have to quote your TFN, however if you do not, it could result in tax being withheld at the top marginal rate plus Medicare levy.

<sup>1</sup>If your total foreign income tax offsets from all sources for the year is \$1,000 or less then you can claim this amount in full. Otherwise, you will need to refer to the ATO publication "Guide to foreign income tax offset rules 2018" (QC 55222) to work out your entitlement. All foreign income tax offset amounts are automatically converted to AUD at the FX rate used at the time of distribution. For information pertaining to the US withholding tax rate deducted from your income please refer to your dividend advices.

<sup>2</sup>Assessable foreign source income is calculated by taking the sum of each interim Australian dollar dividend paid throughout the 2017/18 financial year.

<sup>3</sup>As an Australian resident taxpayer you may be liable to report Australian income tax on any assessable income derived from overseas investments. If you are entitled to tax deductions in relation to expenses incurred in earning assessable income from overseas investments, disclosure of overseas investment income reduced by these expenses (i.e. net overseas investment income) may be included in Item 20M.

**iShares S&P Small-Cap ETF**

iShares, Inc. ARBN 125 632 279  
iShares Trust ARBN 125 632 411

**All correspondence to:**  
Computershare Investor Services Pty Limited  
GPO Box 2975 Melbourne  
Victoria 3001 Australia  
Enquiries (within Australia) 1-300-iShare (474 273)  
(outside Australia) 61 3 9415 4695  
Facsimile 61 2 8235 8209  
web.queries@computershare.com.au  
www.computershare.com

006162 000 IJR



MR MARK KENNETH DAVIES &  
MRS SHIRLEY NORMA DAVIES  
<SHIRMARK SUPER FUND A/C>  
PO BOX 7022  
WATTLE PARK VIC 3128

**Holder Identification Number (HIN)**

**X 0055685134**

ASX Code: IJR  
Record Date: 26 March 2018  
Payment Date: 23 April 2018

**iShares S&P Small-Cap ETF**

**Dividend Payment Advice - Direct Credit Instruction**

Class Description	Rate per Share (US\$)	Shares Held	Total Dividend (US\$)
CDI	0.238806	330	\$78.81
		Gross Amount (US\$):	\$78.81
		Non-resident withholding tax (US\$):	\$11.82
		<b>NET PAYMENT (US\$):</b>	<b>\$66.99</b>
		<b>NET PAYMENT (AUD\$):</b>	<b>\$85.73</b>

Currency Conversion Rate  
1 US\$ = AUD\$1.279754

A withholding tax of 15% has been applied to the dividend payment.

**Note:** You should retain this statement to assist you in preparing your tax return. In addition, you should refer to the iShares Australian Tax Guide at [www.iShares.com.au](http://www.iShares.com.au) for more tax related information. Please retain this statement in a safe place as a charge may be levied for a replacement.

**Your Payment Instruction**

MACQUARIE BANK LTD  
BSB: 182-512  
ACC: 961280096

**Amount Deposited**  
**AUD\$85.73**

If payment cannot be made to the above instruction, a direct credit form will be forwarded to your registered address and your distribution entitlement shown above will be held as a non-interest bearing deposit until your new direct credit instructions are received.

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**iShares S&P Small-Cap ETF**

iShares, Inc. ARBN 125 632 279  
iShares Trust ARBN 125 632 411

All correspondence to:  
Computershare Investor Services Pty Limited  
GPO Box 2975 Melbourne  
Victoria 3001 Australia  
Enquiries (within Australia) 1-300-iShare (474 273)  
(outside Australia) 61 3 9415 4695  
Facsimile 61 2 8235 8209  
web.queries@computershare.com.au  
www.computershare.com

┌ 009565 000 IJR



MR MARK KENNETH DAVIES &  
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<SHIRMARK SUPER FUND A/C>  
PO BOX 7022  
WATTLE PARK VIC 3128

**Holder Identification Number (HIN)**

**X 0055685134**

ASX Code: IJR  
Record Date: 21 December 2017  
Payment Date: 19 January 2018



**iShares S&P Small-Cap ETF**

**Dividend Payment Advice - Direct Credit Instruction**

Class Description	Rate per Share (US\$)	Shares Held	Total Dividend (US\$)
CDI	0.265253	330	\$87.53

Gross Amount (US\$):	\$87.53
Non-resident withholding tax (US\$):	\$13.13
<b>NET PAYMENT (US\$):</b>	<b>\$74.40</b>
<b>NET PAYMENT (AUD\$):</b>	<b>\$93.66</b>

Currency Conversion Rate  
1 US\$ = AUD\$1.258812

A withholding tax of 15% has been applied to the dividend payment.

**Note:** You should retain this statement to assist you in preparing your tax return. In addition, you should refer to the iShares Australian Tax Guide at [www.iShares.com.au](http://www.iShares.com.au) for more tax related information. Please retain this statement in a safe place as a charge may be levied for a replacement.

**Your Payment Instruction**

MACQUARIE BANK LTD  
BSB: 182-512  
ACC: 961280096

**Amount Deposited**  
**AUD\$93.66**

If payment cannot be made to the above instruction, a direct credit form will be forwarded to your registered address and your distribution entitlement shown above will be held as a non-interest bearing deposit until your new direct credit instructions are received.

iShares S&P Small-Cap ETF

iShares, Inc. ARBN 125 632 279  
iShares Trust ARBN 125 632 411

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All correspondence to:  
Computershare Investor Services Pty Limited  
GPO Box 2975 Melbourne  
Victoria 3001 Australia  
Enquiries (within Australia) 1-300-iShare (474 273)  
(outside Australia) 61 3 9415 4695  
Facsimile 61 2 8235 8209  
web.queries@computershare.com.au  
www.computershare.com

006006 000 IJR



MR MARK KENNETH DAVIES &  
MRS SHIRLEY NORMA DAVIES  
<SHIRMARK SUPER FUND A/C>  
PO BOX 7022  
WATTLE PARK VIC 3128

Holder Identification Number (HIN)

X 0055685134

ASX Code: IJR  
Record Date: 28 September 2017  
Payment Date: 24 October 2017

iShares S&P Small-Cap ETF

Dividend Payment Advice - Direct Credit Instruction

Class Description	Rate per Share (US\$)	Shares Held	Total Dividend (US\$)
CDI	0.226218	330	\$74.65
		Gross Amount (US\$):	\$74.65
		Non-resident withholding tax (US\$):	\$11.20
		<b>NET PAYMENT (US\$):</b>	<b>\$63.45</b>
		<b>NET PAYMENT (AUD\$):</b>	<b>\$80.58</b>

Currency Conversion Rate  
1 US\$ = AUD\$1.270003

A withholding tax of 15% has been applied to the dividend payment.

Note: You should retain this statement to assist you in preparing your tax return. In addition, you should refer to the iShares Australian Tax Guide at www.iShares.com.au for more tax related information. Please retain this statement in a safe place as a charge may be levied for a replacement.

Your Payment Instruction

MACQUARIE BANK LTD  
BSB: 182-512  
ACC: 961280096

Amount Deposited  
**AUD\$80.58**

If payment cannot be made to the above instruction, a direct credit form will be forwarded to your registered address and your distribution entitlement shown above will be held as a non-interest bearing deposit until your new direct credit instructions are received.



## iShares S&P Small-Cap ETF

iShares, Inc. ARBN 125 632 279  
iShares Trust ARBN 125 632 411

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All correspondence to:  
Computershare Investor Services Pty Limited  
GPO Box 2975 Melbourne  
Victoria 3001 Australia  
Enquiries (within Australia) 1-300-iShare (474 273)  
(outside Australia) 61 3 9415 4695  
Facsimile 61 2 8235 8209  
web.queries@computershare.com.au  
www.computershare.com

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MR MARK KENNETH DAVIES &  
MRS SHIRLEY NORMA DAVIES  
<SHIRMARK SUPER FUND A/C>  
PO BOX 7022  
WATTLE PARK VIC 3128

### Holder Identification Number (HIN)

X 0055685134

ASX Code: IJR  
Record Date: 29 June 2017  
Payment Date: 25 July 2017

## iShares S&P Small-Cap ETF

### Dividend Payment Advice - Direct Credit Instruction

Class Description	Rate per Share (US\$)	Shares Held	Total Dividend (US\$)
CDI	0.206087	330	\$68.01

Gross Amount (US\$):	\$68.01
Non-resident withholding tax (US\$):	\$10.20
<b>NET PAYMENT (US\$):</b>	<b>\$57.81</b>
<b>NET PAYMENT (AUD\$):</b>	<b>\$72.78</b>

Currency Conversion Rate  
1 US\$ = AUD\$1.258970

A withholding tax of 15% has been applied to the dividend payment.

**Note:** You should retain this statement to assist you in preparing your tax return. In addition, you should refer to the iShares Australian Tax Guide at [www.iShares.com.au](http://www.iShares.com.au) for more tax related information. Please retain this statement in a safe place as a charge may be levied for a replacement.

## Your Payment Instruction

MACQUARIE BANK LTD  
BSB: 182-512  
ACC: 961280096

Amount Deposited

**AUD\$72.78**

If payment cannot be made to the above instruction, a direct credit form will be forwarded to your registered address and your distribution entitlement shown above will be held as a non-interest bearing deposit until your new direct credit instructions are received.

**iShares S&P/ASX Small Ordinaries ETF**

ARSN 146 080 739  
BlackRock Investment Management (Australia) Limited  
ABN 13 006 165 975 AFSL 230523

ISO

005258 000 ISO



MR MARK KENNETH DAVIES &  
MRS SHIRLEY NORMA DAVIES  
<SHIRMARK SUPER FUND A/C>  
PO BOX 7022  
WATTLE PARK VIC 3128

TFN/ABN Status: TFN quoted

Holder Identification Number (HIN)

X 0055685134

**ATTRIBUTION MANAGED INVESTMENT TRUST MEMBER ANNUAL TAX STATEMENTS FOR YEAR ENDED 30 JUNE 2018**

The following tax return items are valid for Australian resident individual unitholders only.

**PART A – SUMMARY OF 2018 TAX RETURN (SUPPLEMENTARY SECTION) ITEMS**

Item	Tax Return Label	Tax Attribution Amount
Share of non-primary production income	13U ✓	\$57.45
Other deductions relating to non-primary production income	13Y	\$0.00
Franked distributions from trusts	13C ✓	\$234.18
Share of franking credits from franked dividends	13Q ✓	\$83.80
Share of credit for TFN amounts withheld	13R	\$0.00
Share of credit for foreign resident withholding amounts	13A	\$0.00
Net capital gain	18A ✓	\$7.45 9.93
Total current year capital gains	18H ✓	\$14.90
Assessable foreign source income	20E ✓	\$20.42
Australian franking credits from a New Zealand company	20F	\$0.00
Other net foreign source income	20M	\$20.42 ✓
Foreign income tax offset	20O	\$3.73 ✓
Other income - rebates	24V	\$0.00

**PART B – COMPONENTS OF DISTRIBUTION**

Item	Cash Distribution	Tax paid/Offsets	Tax Attribution
<b>Australian income</b>			
Unfranked distributions	\$13.89		\$13.89
Unfranked CFI distributions	\$8.94		\$8.94
Interest (Subject to Non Resident WHT)	\$2.58		\$2.58
Interest (Not Subject to Non Resident WHT)	\$0.00		\$0.00
Other income	\$32.04		\$32.04
<b>Non primary production income</b>	<b>\$57.45</b>		<b>\$57.45</b>
<b>Franked distributions</b>	<b>\$150.38</b>	<b>\$83.80</b>	<b>\$234.18</b>
<b>Capital gains</b>			
Discounted capital gains TAP	\$0.00		\$0.00
Discounted capital gains NTAP	\$7.45		\$7.45
Capital gains – other method TAP	\$0.00		\$0.00
Capital gains – other method NTAP	\$0.00		\$0.00
<b>Net capital gain</b>	<b>\$7.45</b>		<b>\$7.45</b>
AMIT CGT gross up amount			\$7.45
Other capital gains distribution	\$11.09		
<b>Total current year capital gains</b>	<b>\$18.54</b>		<b>\$14.90</b>
Return of capital	\$0.00		
<b>Foreign income</b>			
<b>Assessable foreign source income</b>	<b>\$16.69</b>	<b>\$3.73</b>	<b>\$20.42</b>
<b>Other non-assessable amounts</b>			
Non assessable non-exempt amount	\$1.35		\$0.00
Net exempt income	\$0.00		
Other non-attributable amounts	\$5.89		
<b>Gross Amount</b>	<b>\$250.30</b>		<b>\$326.95</b>
AMIT cost base net amount - excess (Reduce cost base)			\$9.52
AMIT cost base net amount - shortfall (Increase cost base)			\$0.00
Less TFN amounts withheld	\$0.00		
Less non-resident withholding tax			
Interest/ dividend amounts withheld	\$0.00		
Fund payment amounts withheld	\$0.00		
Less other expenses	\$0.00		
<b>Net Cash Distribution</b>	<b>\$250.30</b>		

If you are a complying Superannuation Fund, your net capital gain is \$9.93

If you are a company or a non complying Superannuation Fund, your net capital gain is \$14.90

**PLEASE RETAIN THIS STATEMENT FOR INCOME TAX PURPOSES**

iShares S&P/ASX Small Ordinaries ETF

ARSN 146 080 739  
BlackRock Investment Management (Australia) Limited  
ABN 13 006 165 975 AFSL 230523

All correspondence to:  
Computershare Investor Services Pty Limited  
GPO Box 2975 Melbourne  
Victoria 3001 Australia  
Enquiries (within Australia) 1-300-iShare (474 273)  
(outside Australia) 61 3 9415 4695  
Facsimile 61 2 8235 8209  
www.investorcentre.com/au/contact  
www.computershare.com

004761 000 ISO



MR MARK KENNETH DAVIES &  
MRS SHIRLEY NORMA DAVIES  
<SHIRMARK SUPER FUND A/C>  
PO BOX 7022  
WATTLE PARK VIC 3128

Holder Identification Number (HIN)

X 0055685134

ASX Code: ISO  
TFN/ABN Status: Quoted  
Record Date: 3 July 2018  
Payment Date: 12 July 2018

**iShares S&P/ASX Small Ordinaries ETF**  
**Distribution Payment**

Class Description	Cash per Unit (\$)	Total Units Held	Gross Cash Amount (\$)
ETF	0.04886671	2,583	\$126.22
			Australian withholding tax: \$0.00
			<b>NET PAYMENT: \$126.22</b>

**Note:** You should retain this statement to assist you in preparing your tax return. In addition, you should refer to the iShares tax booklet for Australian domiciled iShares ETFs at [www.iShares.com.au](http://www.iShares.com.au) for more tax related information. Please retain this statement in a safe place as a charge may be levied for a replacement.

**Your Payment Instruction**

MACQUARIE BANK LTD  
BSB: 182-512  
ACC: 961280096

Amount Deposited

**\$126.22**

If payment cannot be made to the above instruction, a direct credit form will be forwarded to your registered address and your distribution entitlement shown above will be held as a non-interest bearing deposit until your new direct credit instructions are received.

**iShares S&P/ASX Small Ordinaries ETF**

ARSN 146 080 739  
BlackRock Investment Management (Australia) Limited  
ABN 13 006 165 975 AFSL 230523

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**All correspondence to:**  
Computershare Investor Services Pty Limited  
GPO Box 2975 Melbourne  
Victoria 3001 Australia  
Enquiries (within Australia) 1-300-iShare (474 273)  
(outside Australia) 61 3 9415 4695  
Facsimile 61 2 8235 8209  
[www.investorcentre.com/au/contact](http://www.investorcentre.com/au/contact)  
[www.computershare.com](http://www.computershare.com)

┌ 003706 000 ISO



MR MARK KENNETH DAVIES &  
MRS SHIRLEY NORMA DAVIES  
<SHIRMARK SUPER FUND A/C>  
PO BOX 7022  
WATTLE PARK VIC 3128

**Holder Identification Number (HIN)**

**X 0055685134**

ASX Code: ISO  
TFN/ABN Status: Quoted  
Record Date: 5 January 2018  
Payment Date: 16 January 2018

**iShares S&P/ASX Small Ordinaries ETF**  
**Distribution Payment**

Class Description	Cash per Unit (\$)	Total Units Held	Gross Cash Amount (\$)
ETF	0.04803740	2,583	\$124.08
		Australian withholding tax:	\$0.00
		<b>NET PAYMENT:</b>	<b>\$124.08</b>

**Note:** You should retain this statement to assist you in preparing your tax return. In addition, you should refer to the iShares tax booklet for Australian domiciled iShares ETFs at [www.iShares.com.au](http://www.iShares.com.au) for more tax related information. Please retain this statement in a safe place as a charge may be levied for a replacement.

**Your Payment Instruction**

MACQUARIE BANK LTD  
BSB: 182-512  
ACC: 961280096

**Amount Deposited**

**\$124.08**

If payment cannot be made to the above instruction, a direct credit form will be forwarded to your registered address and your distribution entitlement shown above will be held as a non-interest bearing deposit until your new direct credit instructions are received.

002785 000 TCL



MR MARK KENNETH DAVIES &  
 MRS SHIRLEY NORMA DAVIES  
 <SHIRMARK SUPER FUND A/C>  
 PO BOX 7022  
 WATTLE PARK VIC 3128

Holder Identification Number (HIN)  
 X0055685134

Dear Security holder,

## Annual Tax Statement Please use the information in this statement when preparing your income tax return

### TRIPLE STAPLED SECURITIES – DISTRIBUTIONS

Australian Resident Individual Investors should use the below Tax Statement to assist in completing their 2018 income tax return. This Annual Tax Statement should be read in conjunction with the Transurban Tax Statement Guide, available on the Transurban website at <https://www.transurban.com/investor-centre/distributions-and-tax/tax-guides>. If an investor has a tax year ending on a date other than 30 June, they should seek advice from their tax adviser.

Transurban Holding Trust ("THT") is an Attribution Managed Investment Trust ("AMIT") for the 2018 income year. It is required to provide you with an AMIT Member Annual ("AMMA") Statement. This Annual Tax Statement is also your AMMA Statement in respect of your security holding in THT during the year ended 30 June 2018. This AMMA Statement also provides a reasonable estimate of the AMIT cost base net amount for the year ended 30 June 2018.

This Annual Tax Statement and accompanying notes are not intended to be tax advice and investors should consult a professional tax adviser if necessary for completion of income tax returns.

#### Part A: Components of the Distribution

##### Dividend <sup>1</sup>

Period End Date	Dividends (per Security)	No. of Securities held	Gross Dividend	Franked Amount	Franking Credits	Net Dividend
30/06/2017 (paid 11/08/2017)	\$0.035	864	\$30.24	\$30.24	\$12.96	\$30.24
31/12/2017 (paid 16/02/2018)	\$0.025	864	\$21.60	\$21.60	\$9.26	\$21.60
<b>Total</b>			\$51.84	\$51.84	\$22.22	\$51.84

##### Distribution <sup>2</sup>

Period End Date	Assessable Australian Income (Attribution Amounts)							Tax Offset		
	Distribution (per Unit)	No. of Units held	Interest Income	Rent and Other Income	Franked Distribution	Non- Assessable Amount	Gross Distribution	Tax Withheld	Net Distribution	Franking Credits
31/12/2017 (paid 16/02/2018)	\$0.255	864	\$97.25	\$33.08	\$0.00	\$89.99	\$220.32	\$0.00	\$220.32	\$0.00

#### Notes:

1. This dividend represents the payment from Transurban Holdings Limited ABN 86 098 143 429.
2. This distribution represents the payment from Transurban Holding Trust ABN 30 169 362 255.

#### Part B: Attribution Managed Investment Trust Cost Base Adjustment - THT

AMIT cost base net decrease amount	\$89.99
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Transurban Holdings Limited ABN 86 098 143 429  
 Transurban Infrastructure Management Limited ABN 27 098 147 678  
 As responsible entity of Transurban Holding Trust ARSN 098 807 419  
 Transurban International Limited ABN 90 121 746 825

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**All correspondence to:**  
 Computershare Investor Services Pty Limited  
 GPO Box 2975 Melbourne  
 Victoria 3001 Australia  
 Enquiries (within Australia) 1300 360 146  
 (outside Australia) 61 3 9415 4315  
[www.investorcentre.com/au/contact](http://www.investorcentre.com/au/contact)



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MR MARK KENNETH DAVIES &  
 MRS SHIRLEY NORMA DAVIES  
 <SHIRMARK SUPER FUND A/C>  
 PO BOX 7022  
 WATTLE PARK VIC 3128

**Holder Identification Number (HIN)**

X 0055685134

ASX Code TCL  
 TFN/ABN Status Quoted  
 Record Date 29 December 2017  
 Payment Date 16 February 2018  
 Direct Credit Reference No. 839290

**Distribution on Stapled Securities**

Set out below are the details of your February 2018 Distribution comprising a distribution of 25.5 cents per security and a fully franked dividend of 2.5 cents per security, totalling 28 cents per security (less withholding tax where applicable).

**Distribution**

Class Description	Amount per Security	Number of Securities	Non-Assessable Component	Interest Income	Rent and Other Income	Franked Distribution	Gross Distribution	Australian Tax Withheld	Net Distribution	Franking Credit
<sup>2</sup> Triple Stapled Securities	25.5 cents	864	\$89.99	\$97.25	\$33.08	\$0.00	\$220.32	\$0.00	\$220.32	\$0.00

**Dividend**

Class Description	Dividend per Security	Number of Securities	Gross Dividend	Franked Amount	Franking Credit	Net Dividend
<sup>1</sup> Triple Stapled Securities	2.5 cents	864	\$21.60	\$21.60	\$9.26	\$21.60

**TOTAL**

	No. of Securities at Record Date	Total Distribution and Dividend per Security	Total Gross Distribution and Dividend	Total Australian Tax Withheld	Tax Deferred / Non-Assessable Component	Total Net Distribution and Dividend	Franking Credits
Total	864	28 cents	\$241.92	\$0.00	\$89.99	\$241.92	\$9.26

Important information is also contained on the back of this page

**Your Payment Instruction**

MACQUARIE BANK LTD  
 BSB: 182-512 Account number: 961280096

**Amount Deposited**  
**\$241.92**

If payment cannot be made to the above instruction, a cheque will be forwarded to your registered address.



Transurban Group

7-123

**CHESS HOLDING STATEMENT**

For statement enquiries contact your CHESS Sponsor:  
FINCLEAR EXECUTION LIMITED

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057402 03556  
MR MARK KENNETH DAVIES &  
MRS SHIRLEY NORMA DAVIES  
<SHIRMARK SUPER FUND A/C>  
PO BOX 7022  
WATTLE PARK VIC 3128

Holder ID Number (HIN): 0055685134

CHESS Sponsor's ID (PID): 03556

Statement Period: February 2018

Page: 1 of 1

**TCL - ORDINARY SHARES/UNITS FULLY PAID TRIPLE STAPLED**

Date	Transaction Type	Transaction ID	Ex/Cum Status	Quantity		Holding Balance
				On	Off	
	<b>Balance Brought Forward from 05 Sep 16</b>					864
02 Feb 18	Allotment of a New Issue of Securities due to Acceptance of Rights	5950200100353800		71		935

**FOR YOUR INFORMATION**

- To obtain full terms and conditions of an Issuer's securities contact the Issuer's Registrar or the Issuer directly.
- For information about CHESS Depository Interests (CDIs) and to obtain a free copy of the Financial Services Guide (FSG) or any supplementary FSG for CHESS Depository Nominees Pty Ltd go to [www.asx.com.au/cdis](http://www.asx.com.au/cdis) or phone 131 279.
- ASX Settlement may by law need to disclose information in CHESS Holdings to third parties.
- Do you have a small shareholding? Donate to Australian charities using ShareGift's brokerage-free service & receive tax deduction when over \$2. [www.sharegiftaustralia.org.au](http://www.sharegiftaustralia.org.au)

**Refer overleaf for additional important information**

**Share Registry Details:**

COMPUTERSHARE INVESTOR SERVICES PTY LTD  
GPO BOX 2975  
MELBOURNE VIC 3001  
Ph: 1300 307 613



Transurban Holdings Limited ABN 86 098 143 429  
Transurban Infrastructure Management Limited ABN 27 098 147 678  
As responsible entity of Transurban Holding Trust ARSN 098 807 419  
Transurban International Limited ABN 90 121 746 825

### Update your information:

 **Online:**  
[www.investorcentre.com/contact](http://www.investorcentre.com/contact)

 **By Mail:**  
Computershare Investor Services Pty Limited  
GPO Box 2975 Melbourne  
Victoria 3001 Australia

### Enquiries:

(within Australia) 1300 360 146  
(international) +61 3 9415 4315

### Holder Identification Number (HIN)

X 0055685134

**Important:** You will need to quote this number and name of issuer for all future dealings in these securities. Keep it safe and confidential.

Tax File Number/ABN: TFN quoted  
Page Number: 1 of 1

H 015073 028 TCL



MR MARK KENNETH DAVIES &  
MRS SHIRLEY NORMA DAVIES  
<SHIRMARK SUPER FUND A/C>  
PO BOX 7022  
WATTLE PARK VIC 3128

Incorporated in Victoria

ASX code: TCL

Security class: TRIPLE STAPLED SECURITIES

## CHES Allotment Confirmation Notice as at 2 February 2018

**THIS ADVICE CONFIRMS THE ALLOTMENT OF 71  
TRIPLE STAPLED SECURITIES AT \$11.40 IN  
TRANSURBAN GROUP ON 2 FEBRUARY 2018 TO THE  
ABOVE NAMED PURSUANT TO THE RETAIL  
ENTITLEMENT OFFER - FINAL ALLOTMENT.**

IF THE DETAILS ABOVE ARE INCORRECT, PLEASE ADVISE THIS OFFICE IMMEDIATELY.



**\$ Payment Summary**

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**Mark Davies (BAYSWATER)**

**From**

MARK KENNETH DAVIES & SHIRLEY NORMA DAVIES ATF SHIRMARK SUPERANNUATION FUND  
182512 | 961280096

**To**

CIS ATF THL TIL & TIML as RE for THT ORD  
Biller code 277897 CRN 140069900507149251

**Payment schedule**

Once off

Amount: **\$809.40**

**Authorised signatory**

Mark Kenneth Davies  
\*\*\*\* \* 942

*Payment request 127269, created on 16/01/2018*

✓ **Payment request completed on 16/01/2018 11:00:48 AM**

**\$ Manage Payments**

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TCL

# Entitlement and Acceptance Form

X 0055685134

JNT

## STEP 1 Security Holder Retail Entitlement details

For your security keep your SRN/HIN confidential.

**Registration Name:** MR MARK KENNETH DAVIES & MRS SHIRLEY NORMA DAVIES <SHIRMARK SUPER FUND A/C>, PO BOX 7022 WATTLE PARK VIC 3128

Retail Entitlement No: 50714925

**Offer Details:** Existing Securities held and entitled to participate as at 7.00pm (AEDT) on 15 December 2017:

864

Entitlement to subscribe for New Securities on a 3 for 37 basis:

71

Amount payable on full acceptance at A\$11.40 per New Security:

\$809.40

## STEP 3 Make Your Payment

### Pay by BPAY:

Biller Code: 277897  
Ref No: 1400 6990 0507 1492 51

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

### Pay by Mail:

Your cheque, bank draft or money order must be payable to "Transurban Group" and be crossed "Not Negotiable". Return your cheque, bank draft or money order with the payment slip below to:

**Transurban Group Retail Entitlement Offer**  
**C/- Computershare Investor Services Pty Limited**  
**GPO Box 505 Melbourne Victoria 3001 Australia**

### Lodgement of Application

If your payment is being made by BPAY, you do not need to return the payment slip below. Your payment must be received by no later than 5.00pm (AEDT) on 24 January 2018. You should be aware that your own financial institution may implement earlier cut off times with regards to electronic payment, and you should therefore take this into consideration when making payment. It is your responsibility to ensure that funds submitted through BPAY are received by this time.

If you are paying by cheque, bank draft or money order, the payment slip below with cheque, bank draft or money order attached must be received by CIS by no later than 5.00pm (AEDT) on 24 January 2018. You should allow sufficient time for this to occur. Neither CIS nor Transurban accepts any responsibility if you lodge the payment slip below at any other address or by any other means.

### Privacy Notice

The personal information you provide on this form is collected by CIS, as registrar for Transurban, for the purpose of maintaining registers of securityholders, facilitating distribution payments and other corporate actions and communications. In addition, Transurban may authorise CIS on its behalf to send you marketing material or include such material in a corporate communication. You may elect not to receive marketing material by contacting CIS using the details provided above or emailing [privacy@computershare.com.au](mailto:privacy@computershare.com.au). CIS may be required to collect your personal information under the Corporations Act 2001 (Cth) and ASX Settlement Operating Rules. CIS may disclose your personal information to its related bodies corporate and to other individuals or companies who assist it in supplying its services or who perform functions on its behalf, to Transurban for whom CIS maintains securities registers or to third parties upon direction by Transurban where related to Transurban's administration of your securityholding, or as otherwise required or authorised by law. Some of these recipients may be located outside Australia, including in the following countries: Canada, India, New Zealand, the Philippines, the United Kingdom and the United States of America. For further details, including how to access and correct your personal information, and information on CIS' privacy complaints handling procedure, please contact CIS' Privacy Officer at [privacy@computershare.com.au](mailto:privacy@computershare.com.au) or see CIS' Privacy Policy at <http://www.computershare.com/au>.

Detach here

## Transurban Group - Payment Details

STEP 2 Retail Entitlements taken up:



Amount enclosed at A\$11.40 per New Security:

A\$

Retail Entitlement No: 50714925

Payment must be received by 5.00pm (AEDT) on 24 January 2018

MR MARK KENNETH DAVIES & MRS SHIRLEY NORMA DAVIES <SHIRMARK SUPER FUND A/C>, PO BOX 7022 WATTLE PARK VIC 3128

### Contact Details

Contact Name \_\_\_\_\_ Daytime Telephone \_\_\_\_\_

### Cheque Details

Drawer	Cheque Number	BSB Number	Account Number	Amount of Cheque
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	A\$ <input type="text"/>

233659\_02186E

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All Registry Communications to  
Mainstream Fund Services  
GPO Box 4968 SYDNEY NSW 2001  
Telephone: 1300 133 451  
From outside Australia: +61 2 9247 3326  
Facsimile: +61 2 9251 3525  
ASX Code: MXT  
Email: [registry@mainstreamgroup.com](mailto:registry@mainstreamgroup.com)

MR MARK KENNETH DAVIES &  
MRS SHIRLEY NORMA DAVIES  
<SHIRMARK SUPER FUND A/C>  
PO BOX 7022  
WATTLE PARK VIC 3128

### Distribution Statement

**ASX Code:** MXT  
**Payment Date:** 08 May 2018  
**Record Date:** 01 May 2018  
**SRN/HIN:** X\*\*\*\*\*5134

Dear Investor,

This distribution statement is for your MCP Master Income Trust distribution for 01 May 2018.

Description	Distribution per unit \$	Units held	Gross amount \$	Resident WH Tax \$	Non-Resident WH Tax \$	Net amount \$	Unit Balance After Distribution \$
Ordinary Units	\$0.0078	15,000	\$117.00	\$0.00	\$0.00	\$117.00	15,000

#### Payment Remitted to

Account Name: MARK KENNETH DAVIES & SHIRLEY NO  
BSB: 182-512  
Account Number: 9\*\*\*\*0096  
Pay Amount: \$117.00

Note:

\*Tax has been withheld if you are a non-resident or where you have not quoted your tax file number (TFN)  
The highest marginal rate of tax (plus Medicare Levy) has been applied where you have not elected to quote your TFN.

#### IMPORTANT INFORMATION

You can update your details by visiting the investor web portal at <https://mainstream.7g.com.au>

#### Enquiries

If you have any queries in relation to you unit holding please contact our registry, Mainstream Fund Services, on:

- 1300 133 451 (Within Australia) or +61 2 9247 3326 (outside Australia) from 8:30am until 5:30pm (Sydney time), Monday to Friday, or email [registry@mainstreamgroup.com](mailto:registry@mainstreamgroup.com)



All Registry Communications to Mainstream Fund Services GPO Box 4968 SYDNEY NSW 2001 Telephone: 1300 133 451 From outside Australia: +61 2 9247 3326 Facsimile: +61 2 9251 3525 ASX Code: MXT Email: registry@mainstreamgroup.com

MR MARK KENNETH DAVIES & MRS SHIRLEY NORMA DAVIES <SHIRMARK SUPER FUND A/C> PO BOX 7022 WATTLE PARK VIC 3128

Distribution Statement

ASX Code: MXT Payment Date: 10 Apr 2018 Record Date: 03 Apr 2018 SRN/HIN: X\*\*\*\*\*5134

Dear Investor,

This distribution statement is for your MCP Master Income Trust distribution for 03 Apr 2018.

Table with 8 columns: Description, Distribution per unit \$, Units held, Gross amount \$, Resident WH Tax \$, Non-Resident WH Tax \$, Net amount \$, Unit Balance After Distribution \$. Row 1: Ordinary Units, \$0.0081, 15,000, \$121.50, \$0.00, \$0.00, \$121.50, 15,000

Payment Remitted to

Account Name: MARK KENNETH DAVIES & SHIRLEY NO BSB: 182-512 Account Number: 9\*\*\*\*0096 Pay Amount: \$121.50

Note:

\*Tax has been withheld if you are a non-resident or where you have not quoted your tax file number (TFN) The highest marginal rate of tax (plus Medicare Levy) has been applied where you have not elected to quote your TFN.

IMPORTANT INFORMATION

You can update your details by visiting the investor web portal at https://mainstream.7g.com.au

Enquiries

If you have any queries in relation to you unit holding please contact our registry, Mainstream Fund Services, on:

- 1300 133 451 (Within Australia) or +61 2 9247 3326 (outside Australia) from 8:30am until 5:30pm (Sydney time), Monday to Friday, or email registry@mainstreamgroup.com

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All Registry Communications to Mainstream Fund Services GPO Box 4968 SYDNEY NSW 2001 Telephone: 1300 133 451 From outside Australia: +61 2 9247 3326 Facsimile: +61 2 9251 3525 ASX Code: MXT Email: [registry@mainstreamgroup.com](mailto:registry@mainstreamgroup.com)

MR MARK KENNETH DAVIES & MRS SHIRLEY NORMA DAVIES <SHIRMARK SUPER FUND A/C> PO BOX 7022 WATTLE PARK VIC 3128

Distribution Statement

ASX Code: MXT Payment Date: 08 Mar 2018 Record Date: 01 Mar 2018 SRN/HIN: X\*\*\*\*\*5134

Dear Investor,

This distribution statement is for your MCP Master Income Trust distribution for 1 March 2018.

Table with 8 columns: Description, Distribution per unit \$, Units held, Gross amount \$, Resident WH Tax \$, Non-Resident WH Tax \$, Net amount \$, Unit Balance After Distribution \$. Row 1: Ordinary Units, \$0.007288, 15,000, \$109.32, \$0.00, \$0.00, \$109.32, 15,000

Payment Remitted to

Account Name: MARK KENNETH DAVIES & SHIRLEY NO BSB: 182-512 Account Number: 9\*\*\*\*0096 Pay Amount: \$109.32

Note:

\*Tax has been withheld if you are a non-resident or where you have not quoted your tax file number (TFN) The highest marginal rate of tax (plus Medicare Levy) has been applied where you have not elected to quote your TFN.

IMPORTANT INFORMATION

You can update your details by visiting the investor web portal at <https://mainstream.7g.com.au>

Enquiries

If you have any queries in relation to you unit holding please contact our registry, Mainstream Fund Services, on:

- 1300 133 451 (Within Australia) or +61 2 9247 3326 (outside Australia) from 8:30am until 5:30pm (Sydney time), Monday to Friday, or email [registry@mainstreamgroup.com](mailto:registry@mainstreamgroup.com)

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All Registry Communications to  
Mainstream Fund Services  
GPO Box 4968 SYDNEY NSW 2001  
Telephone: 1300 133 451  
From outside Australia: +61 2 9247 3326  
Facsimile: +61 2 9251 3525  
ASX Code: MXT  
Email: [registry@mainstreamgroup.com](mailto:registry@mainstreamgroup.com)

MR MARK KENNETH DAVIES &  
MRS SHIRLEY NORMA DAVIES  
<SHIRMARK SUPER FUND A/C>  
PO BOX 7022  
WATTLE PARK VIC 3128

### Distribution Statement

**ASX Code:** MXT  
**Payment Date:** 08 February 2018  
**Record Date:** 01 February 2018  
**SRN/HIN:** X\*\*\*\*\*5134

Dear Investor,

This distribution statement is for your MCP Master Income Trust distribution for January 2018.

Description	Distribution per unit \$	Units held	Gross amount \$	Resident WH Tax \$	Non-Resident WH Tax \$	Net Payment amount \$	Unit Balance After Distribution \$
Ordinary Units	\$0.0081	15,000	\$121.50	\$0.00	\$0.00	\$121.50	15,000

#### Payment Remitted to

Account Name: MARK KENNETH DAVIES & SHIRLEY NO  
BSB: 182-512  
Account Number: 9\*\*\*\*0096

Note:

\*Tax has been withheld if you are a non-resident or where you have not quoted your tax file number (TFN)  
The highest marginal rate of tax (plus Medicare Levy) has been applied where you have not elected to quote your TFN.

#### IMPORTANT INFORMATION

You can update your details by visiting the investor web portal at <https://sharebpo.7g.com.au/login.aspx>

#### Enquiries

If you have any queries in relation to you unit holding please contact our registry, Mainstream Fund Services, on:

- 1300 133 451 (Within Australia) or +61 2 9247 3326 (outside Australia) from 8:30am until 5:30pm (Sydney time), Monday to Friday, or email [registry@mainstreamgroup.com](mailto:registry@mainstreamgroup.com)



The fixed  
income experts

Mr Mark Kenneth Davies and Mrs Shirley Norma Davies <Shirmark Super Fund A/c>  
As at 30th June 2018

# FIG Annual Investment Statement

## 1st July 2017 - 30th June 2018

<b>Investor :</b>	Mr Mark Kenneth Davies and Mrs Shirley Norma Davies <Shirmark Super Fund A/c>
<b>Account No :</b>	2000169728
<b>Report Date :</b>	As at 30th June 2018

### Fixed Income Transactions 1 July 2017 - 30 June 2018

ISSUER	TRADE ID	TRADE DATE	SETTLEMENT DATE	PURCHASE/S ALE	DESCRIPTION	CURRENCY	CALL DATE	MATURITY DATE	FACE VALUE	CAPITAL VALUE	ACCRUED INTEREST	CONSIDERATION
Sydney Airport Finance	416388	02-Mar-18	06-Mar-18	Sale	Inflation Linked Bond	AUD	n/a	20-Nov-20	\$10,000	\$14,372.50	\$20.70	\$14,393.20
Adani Abbot Point Terminal Pty Ltd	416606	05-Mar-18	07-Mar-18	Sale	Fixed Coupon Bond	AUD	n/a	29-May-20	\$20,000	\$20,420.00	\$384.40	\$20,804.40
JEM (Southbank) Pty Ltd	417211	07-Mar-18	09-Mar-18	Sale	Floating Rate Note	AUD	n/a	28-Jun-20	\$10,000	\$9,995.00	\$129.50	\$10,124.50
Stockland Trust	421642	27-Mar-18	29-Mar-18	Sale	Fixed Coupon Bond	AUD	n/a	25-Nov-20	\$10,000	\$11,244.00	\$282.60	\$11,526.60

### Fixed Income Investment Income and principal payments 1 July 2017 - 30 June 2018

PAYMENT DATE	ISSUER	DESCRIPTION	ISIN	CURRENCY	COUPON RATE	CALL DATE	MATURITY DATE	HOLDING (FACE VALUE)	CURRENT FACE VALUE	PRINCIPAL PAYMENT	INTEREST PAYMENT	TOTAL PAYMENT
21-Aug-17	Sydney Airport Finance	Inflation Linked Bond	AU300SAFC041	AUD	3.7600%	n/a	20-Nov-20	\$10,000	\$13,803	\$0.00	\$129.75	\$129.75
20-Nov-17	Sydney Airport Finance	Inflation Linked Bond	AU300SAFC041	AUD	3.7600%	n/a	20-Nov-20	\$10,000	\$13,847	\$0.00	\$130.16	\$130.16
27-Nov-17	Stockland Trust	Fixed Coupon Bond	AU3CB0164820	AUD	8.2500%	n/a	25-Nov-20	\$10,000	n/a	\$0.00	\$412.50	\$412.50
29-Nov-17	Adani Abbot Point Terminal Pty Ltd	Fixed Coupon Bond	AU3CB0221422	AUD	7.1000%	n/a	29-May-20	\$20,000	n/a	\$0.00	\$710.00	\$710.00
28-Dec-17	JEM (Southbank) Pty Ltd	Floating Rate Note	AU300JEME028	AUD	BBSW + 1.50%	n/a	28-Jun-20	\$10,000	n/a	\$0.00	\$331.85	\$331.85

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The fixed  
income experts

Mr Mark Kenneth Davies and Mrs Shirley Norma Davies <Shirmark Super Fund A/c>  
As at 30th June 2018

# FIIG Annual Investment Statement

continued

PAYMENT DATE	ISSUER	DESCRIPTION	ISIN	CURRENCY	COUPON RATE	CALL DATE	MATURITY DATE	HOLDING (FACE VALUE)	CURRENT FACE VALUE	PRINCIPAL PAYMENT	INTEREST PAYMENT	TOTAL PAYMENT
20-Feb-18	Sydney Airport Finance	Inflation Linked Bond	AU300SAFC041	AUD	3.7600%	n/a	20-Nov-20	\$10,000	\$13,904	\$0.00	\$130.70	\$130.70
<b>Totals AUD</b>											<b>\$1,844.96</b>	

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The fixed  
income experts

Mr Mark Kenneth Davies and Mrs Shirley Norma Davies <Shirmark Super Fund A/c>  
As at 30th June 2018

# FIG Annual Investment Statement

continued

Shirmark Superannuation Fund  
50 Scoresby Road  
Bayswater VIC 3158  
Australia

<b>Investor :</b>	Mr Mark Kenneth Davies and Mrs Shirley Norma Davies <Shirmark Super Fund A/c>
<b>Account No :</b>	2000169728
<b>Invoice Date :</b>	As at 30th June 2018
<b>Invoice No :</b>	00401462

## TAX INVOICE

Expenses for period 1st June 2018 to 30th June 2018

	FEE TYPE	FEE (EX GST)	GST	FEE (INC GST)
	Custody & Administration Fee	\$0.00	\$0.00	\$0.00
<b>Total AUD</b>		\$0.00	\$0.00	\$0.00

\* Please see the Fee Calculation Schedule below for further details

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# FIG Annual Investment Statement

continued

## FEE CALCULATION SCHEDULE

Custody Service Fees are calculated on the following basis

FEE TYPE	FEE (INC GST)
Custody & Administration Fee	
\$0.00 to \$500,000.00	0.20% p.a.*
\$500,000.01 to \$2,000,000.00	0.14% p.a.*
\$2,000,000.01 to \$5,000,000.00	0.09% p.a.*
\$5,000,000.01 and over	0.06% p.a.*
Minimum monthly fee	\$20.00
In Specie Transfer Fee	As agreed with FIG prior to the transfer

All fees are quoted inclusive of GST where applicable

A dishonour fee of \$60 may be charged if insufficient funds are available at the time FIG seeks to charge the fee.

This schedule is intended to be a basic summary of the fee and cost structure applicable to your fixed income investments. For a comprehensive description of fees and costs please refer to Clause 12 of FIG's Client Custody Agreement.

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The fixed  
income experts

# FIG Annual Investment Statement

continued

## Annual Custody and Administration Fee Invoice Summary

INVOICE NUMBER	INVOICE DATE	INVOICE PERIOD	CHARGES	GST	INVOICE TOTAL
00271534	31-Jul-2017	01 Jul 2017 - 31 Jul 2017	\$18.18	\$1.82	\$20.00
00283052	31-Aug-2017	01 Aug 2017 - 31 Aug 2017	\$18.18	\$1.82	\$20.00
00294657	30-Sep-2017	01 Sep 2017 - 30 Sep 2017	\$18.18	\$1.82	\$20.00
00306306	31-Oct-2017	01 Oct 2017 - 31 Oct 2017	\$18.18	\$1.82	\$20.00
00318036	30-Nov-2017	01 Nov 2017 - 30 Nov 2017	\$18.18	\$1.82	\$20.00
00329834	31-Dec-2017	01 Dec 2017 - 31 Dec 2017	\$18.18	\$1.82	\$20.00
00341661	31-Jan-2018	01 Jan 2018 - 31 Jan 2018	\$18.18	\$1.82	\$20.00
00353525	28-Feb-2018	01 Feb 2018 - 28 Feb 2018	\$18.18	\$1.82	\$20.00
00365429	31-Mar-2018	01 Mar 2018 - 31 Mar 2018	\$0.00	\$0.00	\$0.00
00377395	30-Apr-2018	01 Apr 2018 - 30 Apr 2018	\$0.00	\$0.00	\$0.00
00389401	31-May-2018	01 May 2018 - 31 May 2018	\$0.00	\$0.00	\$0.00
00401462	30-Jun-2018	01 Jun 2018 - 30 Jun 2018	\$0.00	\$0.00	\$0.00
<b>Total Amount Invoiced</b>			<b>\$145.44</b>	<b>\$14.56</b>	<b>\$160.00</b>
<b>Outstanding Amount</b>					<b>\$0.00</b>

\* The above information regarding the Custody and Administration Fee does not specifically identify or include credit notes or reimbursements applied to your account at FIG's sole discretion.

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# FIG Annual Investment Statement

continued

## Disclaimer

FIG Securities Limited ("FIG") provides general financial product advice only. As a result, this document, and any information or advice, has been provided by FIG without taking account of your objectives, financial situation and needs. FIG's AFS Licence does not authorise it to give personal advice. Because of this, you should, before acting on any advice from FIG, consider the appropriateness of the advice, having regard to your objectives, financial situation and needs. If this document, or any advice, relates to the acquisition, or possible acquisition, of a particular financial product, you should obtain a product disclosure statement relating to the product and consider the appropriateness of the advice, having regard to your objectives, financial situation and needs. FIG does not accept any liability or responsibility arising in any way (including negligence) for errors in, or omissions from, this document or advice. FIG, its staff and related parties earn fees and revenue from dealing in the securities as principal or otherwise and may have an interest in any securities mentioned in this document. Any reference to credit ratings of companies, entities or financial products must only be relied upon by a 'wholesale client' as that term is defined in section 761G of the Corporations Act 2001 (Cth). FIG strongly recommends that you seek independent accounting, financial, taxation, and legal advice, tailored to your specific objectives, financial situation or needs, prior to making any investment decision. FIG does not provide tax advice and is not a registered tax agent or tax (financial) advisor, nor are any of FIG's staff or authorised representatives. FIG does not make a market in the securities or products that may be referred to in this document. A copy of FIG's current Financial Services Guide is available at [www.fig.com.au/fsg](http://www.fig.com.au/fsg).

An investment in notes or corporate bonds should not be compared to a bank deposit. Notes and corporate bonds have a greater risk of loss of some or all of an investor's capital when compared to bank deposits. Past performance of any product described on any communication from FIG is not a reliable indication of future performance. Forecasts contained in this document are predictive in character and based on assumptions such as a 2.5% p.a. assumed rate of inflation, foreign exchange rates or forward interest rate curves generally available at the time and no reliance should be placed on the accuracy of any forecast information. The actual results may differ substantially from the forecasts and are subject to change without further notice. FIG is not licensed to provide foreign exchange hedging or deal in foreign exchange contracts services. FIG may quote to you an estimated yield when you purchase a bond. This yield may be calculated by FIG on either A) a yield to maturity date basis; or B) a yield to early redemption date basis. Some bond issuances include multiple early redemption dates and prices, therefore the realised yield earned by you on the bond may differ from the yield estimated or quoted by FIG at the time of your purchase. The information in this document is strictly confidential. If you are not the intended recipient of the information contained in this document, you may not disclose or use the information in any way. No liability is accepted for any unauthorised use of the information contained in this document. FIG is the owner of the copyright material in this document unless otherwise specified.

## Notes

1. This statement records the client's:
    1. corporate and government bonds (also known as securities) held in custody by FIG; and
    2. transactions of term and other deposits (excluding at call)as at the above report date in accordance with the terms and conditions of FIG's Financial Services Guide. The securities held in custody are also held in accordance with the terms and conditions of FIG's Custody Deed. Please review this statement and contact FIG Client Services on 1800 01 01 81 should there be any queries.
  2. The beneficial ownership of the client's securities remains with the client, and are the client's assets, at all times.
  3. This statement and the valuations of the securities are provided by FIG based upon available prices sourced from leading market makers and data services as well as any available market information and feedback when market volume and turnover is low or not transparent as at the reporting date. Valuations are indicative only and there is no guarantee as to their accuracy. The valuations are an estimate of the value of the securities based on the information available to FIG as at the reporting date and do not necessarily represent the market price or a price at which FIG or any other party will buy or sell the securities and may change without notice. If no valuation is provided for any security, this is because there is insufficient information available to FIG to provide a valuation for the security.
4. Current Face Value is applicable to "Mortgage Backed Security" and "Inflation Linked Bond" security types only.
  5. The valuations will be impacted by transaction size, the issuer's financial circumstances, market and economic conditions and the supply and demand dynamics prevailing at the time the client's securities are bought and sold, amongst other things.
  6. The historical price, performance or valuation of the securities is no guarantee of their future performance.
  7. The valuations are not an offer by FIG to buy or sell the securities. Should the client wish to sell their securities prior to maturity, FIG will use its best endeavours to assist the client to sell those securities. However, FIG does not make a market in the securities.
  8. This statement may not be distributed to third parties, save for the client's accounting, financial, taxation and legal advisors, without the consent of FIG.

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20 February 2018

John Maher  
PO Box 7022  
Wattle Park, VIC 3128 Australia

Dear John,

**Coupon Advice**

We confirm details of the following coupon payment.

<b>Investment Name</b>	Mr Mark Kenneth Davies and Mrs Shirley Norma Davies <Shirmark Super Fund A/c>		
<b>ISIN</b>	AU300SAFC041		
<b>Issuer</b>	Sydney Airport Finance		
<b>Maturity</b>	20 November 2020		
<b>Payment Date</b>	20 February 2018		
<b>Next Payment Date</b>	21 May 2018		
<b>Face Value</b>	10,000	<b>Currency</b>	Australian Dollar
<b>Term</b>	92 days		
<b>Coupon Amount</b>	AUD 130.70		
<b>Coupon Rate</b>	3.76%		

<b>Total Payment</b>	AUD 130.70
<b>Settlement Details</b>	Cash: Macquarie Bank Ltd account number ending in 0096

Stock: Held in safe custody account 2000169728

If you have any questions or require further information, please call FIIG on 1800 01 01 81. This is an authorised FIIG Advice provided that you received it directly from [confirmations@fiig.com.au](mailto:confirmations@fiig.com.au) or through myFIIG online at [www.fiig.com.au](http://www.fiig.com.au). If you received this Advice from any other email address, please notify FIIG Securities Limited immediately.

Yours sincerely,  
**John Prickett**  
Chief Operating Officer



21 August 2017

John Maher  
 PO Box 7022  
 Wattle Park, VIC 3128 Australia

Dear John,

**Coupon Advice**

We confirm details of the following coupon payment.

<b>Investment Name</b>	Mr Mark Kenneth Davies and Mrs Shirley Norma Davies <Shirmark Super Fund A/c>		
<b>ISIN</b>	AU300SAFC041		
<b>Issuer</b>	Sydney Airport Finance		
<b>Maturity</b>	20 November 2020		
<b>Payment Date</b>	21 August 2017		
<b>Next Payment Date</b>	20 November 2017		
<b>Face Value</b>	10,000	<b>Currency</b>	Australian Dollar
<b>Term</b>	92 days		
<b>Coupon Amount</b>	AUD 129.75		
<b>Coupon Rate</b>	3.76%		

**Total Payment** AUD 129.75

**Settlement Details** Cash: Macquarie Bank Ltd account number ending in 0096

Stock: Held in safe custody account 2000169728

If you have any questions or require further information, please call FIIG on 1800 01 01 81. This is an authorised FIIG Advice provided that you received it directly from [confirmations@fiig.com.au](mailto:confirmations@fiig.com.au) or through myFIIG online at [www.fiig.com.au](http://www.fiig.com.au). If you received this Advice from any other email address, please notify FIIG Securities Limited immediately.

Yours sincerely,

**John Prickett**  
 Chief Operating Officer

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Scanned

27 November 2017

John Maher  
PO Box 7022  
Wattle Park, VIC 3128 Australia

Dear John,

**Coupon Advice**

We confirm details of the following coupon payment.

<b>Investment Name</b>	Mr Mark Kenneth Davies and Mrs Shirley Norma Davies <Shirmark Super Fund A/c>		
<b>ISIN</b>	AU3CB0164820		
<b>Issuer</b>	Stockland Trust		
<b>Maturity</b>	25 November 2020		
<b>Payment Date</b>	27 November 2017		
<b>Next Payment Date</b>	25 May 2018		
<b>Face Value</b>	10,000	<b>Currency</b>	Australian Dollar
<b>Term</b>	184 days		
<b>Coupon Amount</b>	AUD 412.50		
<b>Coupon Rate</b>	8.25%		

**Total Payment** AUD 412.50

**Settlement Details** Cash: Macquarie Bank Ltd account number ending in 0096

Stock: Held in safe custody account 2000169728

If you have any questions or require further information, please call FIIG on 1800 01 01 81. This is an authorised FIIG Advice provided that you received it directly from [confirmations@fiig.com.au](mailto:confirmations@fiig.com.au) or through myFIIG online at [www.fiig.com.au](http://www.fiig.com.au). If you received this Advice from any other email address, please notify FIIG Securities Limited immediately.

Yours sincerely,  
**John Prickett**  
Chief Operating Officer

7-140



Scanned

28 December 2017

John Maher  
PO Box 7022  
Wattle Park, VIC 3128 Australia

Dear John,

**Coupon Advice**

We confirm details of the following coupon payment.

<b>Investment Name</b>	Mr Mark Kenneth Davies and Mrs Shirley Norma Davies <Shirmark Super Fund A/c>		
<b>ISIN</b>	AU300JEME028		
<b>Issuer</b>	JEM (Southbank) Pty Ltd		
<b>Maturity</b>	28 June 2020	(callable 28 June 2018)	
<b>Payment Date</b>	28 December 2017		
<b>Next Payment Date</b>	28 June 2018		
<b>Face Value</b>	10,000	<b>Currency</b>	Australian Dollar
<b>Term</b>	183 days		
<b>Coupon Amount</b>	AUD 331.85		
<b>Coupon Rate</b>	6.637%		

**Total Payment** AUD 331.85

**Settlement Details** Cash: Macquarie Bank Ltd account number ending in 0096

Stock: Held in safe custody account 2000169728

If you have any questions or require further information, please call FIIG on 1800 01 01 81. This is an authorised FIIG Advice provided that you received it directly from confirmations@fiig.com.au or through myFIIG online at www.fiig.com.au. If you received this Advice from any other email address, please notify FIIG Securities Limited immediately.

Yours sincerely,  
**John Prickett**  
Chief Operating Officer



7-141



Scanned

29 November 2017

John Maher  
PO Box 7022  
Wattle Park, VIC 3128 Australia

Dear John,

**Coupon Advice**

We confirm details of the following coupon payment.

<b>Investment Name</b>	Mr Mark Kenneth Davies and Mrs Shirley Norma Davies <Shirmark Super Fund A/c>		
<b>ISIN</b>	AU3CB0221422		
<b>Issuer</b>	Adani Abbot Point Terminal Pty Ltd		
<b>Maturity</b>	29 May 2020		
<b>Payment Date</b>	29 November 2017		
<b>Next Payment Date</b>	29 May 2018		
<b>Face Value</b>	20,000	<b>Currency</b>	Australian Dollar
<b>Term</b>	184 days		
<b>Coupon Amount</b>	AUD 710.00		
<b>Coupon Rate</b>	7.1%		

**Total Payment** AUD 710.00  
**Settlement Details** Cash: Macquarie Bank Ltd account number ending in 0096  
 Stock: Held in safe custody account 2000169728

If you have any questions or require further information, please call FIIG on 1800 01 01 81. This is an authorised FIIG Advice provided that you received it directly from [confirmations@fiig.com.au](mailto:confirmations@fiig.com.au) or through myFIIG online at [www.fiig.com.au](http://www.fiig.com.au). If you received this Advice from any other email address, please notify FIIG Securities Limited immediately.

Yours sincerely,  
**John Prickett**  
Chief Operating Officer

7-142



# Statement

ABN: 73008743217

Account name(s)  
Shirley and Mark Davies  
50 Scoresby Road,  
Bayswater VIC 3153

Account Z6SMD  
Statement from 4 Jul 17  
Statement to 2 Jul 18  
Page number 1 of 1

Details	GST	Expenses	Income	Balance
<u>11 Hamilton Hume Terrace Yea</u>				
Rent			\$18,220.00	\$18,220.00
Gas Cylinder Service Charge	*	\$55.00 /		\$18,165.00
Management Fees	*	\$1,456.84 /		\$16,708.16
Plumbing	*	\$61.60 /		\$16,646.56
Refrigeration	*	\$110.00 /		\$16,536.56
Security Doors/windows	*	\$785.00		\$15,751.56
Total for property		<u>\$2,468.44</u>	<u>\$18,220.00</u>	<u>\$15,751.56</u>

Total expenses includes GST of \$224.40

\* indicates taxable supply



**UPTOWN PARTNERS**  
COMMERCIAL REAL ESTATE SPECIALISTS

Level 10, Suite 11  
365 Lt Collins Street  
Melbourne, 3000  
Phone: 03 8373 4900  
Fax: 03 8373 4909  
info@uptownpartners.com.au

Manager SHER

The Trustee for Shirkmark Superannuation Fund  
50 Scoresby Road  
BAYSWATER VIC 3153

Financial Statement for the period 01/07/2017 to 30/06/2018

RE: 2 and 3/20 Burton Court, BAYSWATER, VIC, 3153

## Receipts & Expenditure Statement

	Y.T.D.	July	August	September	October	November	December	January	February	March	April	May	June
<b>Landlord Account</b>													
<b>Revenue</b>													
402. Rent	\$2,083.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,083.33
444.01 GST on Rent	\$208.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$208.33
444.03 GST on Rental Adj. Commencing	\$67.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
401.99 Rental Adjustment Commencing	\$672.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
407. Council Rates	\$155.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$155.60
444.51 GST on Council Rates	\$15.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.56
	<b>\$3,202.06</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,462.82</b>
<b>Expenses</b>													
545. Council Rates	-\$354.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$354.00	\$0.00
500. Commission on Management Fee	-\$137.77	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$33.60	-\$104.17
512. GST	-\$14.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$3.66	-\$10.72
520. Statement Fee	-\$6.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$3.00	-\$3.00
	<b>-\$512.15</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>-\$394.26</b>	<b>-\$117.89</b>
<b>Capital</b>													
102. Distribution to Owner	-\$2,689.91	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$344.98	-\$2,344.93
	<b>-\$2,689.91</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>-\$344.98</b>	<b>-\$2,344.93</b>
<b>GST Summary</b>													
GST Received	\$291.09	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$291.09
GST Paid	-\$14.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$3.66	-\$10.72
	<b>\$276.71</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$63.54</b>	<b>\$213.17</b>
<b>Owner Distribution</b>													
The Trustee for Shirkmark Superannua	\$2,689.91	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$344.98	\$2,344.93
	<b>\$2,689.91</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$344.98</b>	<b>\$2,344.93</b>

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# Lease of Real Estate

## with Guarantee & Indemnity

### (Commercial Property)

**Unit 2 and Unit 3, 20 Burton Court, BAYSWATER, VIC, 3153**

---

#### **Important Notices To The Person Preparing This Lease**

This lease is in a standard form. You may need to make changes to record the agreement of the landlord, tenant, and any guarantor. You should carefully check the whole document and make appropriate deletions, alterations, and/or additions so it agrees with the instructions you have received. You should note the warranty in clause 22 and record any alterations to the lease conditions in schedule item 22 and not in the lease conditions. If the lease is one to which the *Retail Leases Act 2003 (Vic)* applies, the parties should refer to that Act for important rights and obligations that are not set out in this lease.

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The **landlord** leases the **premises** to the **tenant** for the **term** and at the **rent** and on the conditions set out in this lease together with all necessary access over any **common areas**.

The **guarantor**, if any, agrees to be bound by the **guarantor's** obligations set out in this lease.

# Lease Conditions

## 1. DEFINITIONS AND INTERPRETATION

1.1 The listed expressions in **bold** print have the meaning set out opposite them -

EXPRESSION	MEANING
accounting period	the period of 12 months ending 30 June or other period of 12 months adopted by the <b>landlord</b> in respect of this lease for recovery of <b>building outgoings</b> and includes any broken periods at the start and end of the <b>term</b>
Act	the <i>Retail Leases Act 2003</i> (Vic)
Building	any building in which the <b>premises</b> are located, including the <b>landlord's installations</b>
Building outgoings	any of the following expenses (excluding capital expenses and expenses whose recovery from the <b>tenant</b> would be contrary to applicable legislation) incurred in respect of the <b>land</b> , the <b>building</b> , the <b>premises</b> or any premises in the <b>building</b> which include the <b>premises</b> - <ul style="list-style-type: none"> <li>(a) rates, levies and assessments imposed by any relevant authorities;</li> <li>(b) taxes including land tax (unless the <b>Act</b> applies), calculated on the basis that the <b>land</b> is the only land of the <b>landlord</b> liable to tax and is not subject to a trust but excluding income tax and capital gains tax;</li> <li>(c) the costs of maintaining and repairing the <b>building</b> and the <b>landlord's installations</b> and carrying out works as required by relevant authorities (but excluding any amount recovered in respect of maintenance or repair by the <b>landlord</b> from its insurer);</li> <li>(d) premiums and charges for the following insurance policies taken out by the <b>landlord</b> - <ul style="list-style-type: none"> <li>(i) damage to and destruction of the <b>premises</b> for their replacement value for the risks listed in <b>item 11</b>,</li> <li>(ii) removal of debris,</li> <li>(iii) breakdown of <b>landlord's installations</b>,</li> <li>(iv) breakage of glass,</li> <li>(v) public risk for any single event for the amount stated in <b>item 12</b> (if none is stated, \$10 million) or other amount reasonably specified from time to time by the <b>landlord</b>, and</li> <li>(vi) loss of rent and outgoings for the period stated in <b>item 13</b> or, if none is stated, 12 months,</li> </ul> and excesses paid or payable on claims,</li> </ul> and, if the <b>premises</b> occupy only a part of the <b>lettable area</b> of the <b>building</b> , the following further items - <ul style="list-style-type: none"> <li>(e) costs incurred in providing services to the <b>building</b> and the <b>land</b> including - <ul style="list-style-type: none"> <li>(i) heating,</li> <li>(ii) cooling,</li> <li>(iii) air-conditioning,</li> <li>(iv) cleaning,</li> <li>(v) pest control,</li> <li>(vi) waste collection,</li> <li>(vii) lighting,</li> <li>(viii) landscaping and garden maintenance,</li> <li>(ix) security, and</li> <li>(x) fire safety prevention, detection and control;</li> </ul> </li> <li>(f) accountancy and audit fees; and</li> <li>(g) costs of whatever description, reasonably incurred by the <b>landlord</b> in the administration, management or operation of the <b>building</b> and the <b>land</b>, whether incurred by the <b>landlord</b> directly or as owners corporation levies, at cost to the <b>landlord</b> on the basis that an expense is deemed to have been paid at the time it fell due for payment</li> </ul>

<b>building rules</b>	any rules adopted from time to time for the <b>building</b> , including the rules of any owners corporation affecting the <b>premises</b>
<b>common areas</b>	areas in the <b>building</b> or on the <b>land</b> that are under the control of the <b>landlord</b> and are used or intended for use - (a) by the public; or (b) in common by tenants of premises in the <b>building</b> in relation to the carrying on of businesses on those premises, other than areas which are let or licensed, or intended to be let or licensed, other than on a casual basis
<b>Consumer Price Index</b>	the consumer price index published by the Australian Government Statistician under the heading All Groups, Melbourne
<b>CPI review date</b>	a date specified in <b>item 16(b)</b>
<b>fixed review date</b>	a date specified in <b>item 16(c)</b>
<b>GST</b>	GST within the meaning of the <b>GST Act</b>
<b>GST Act</b>	<i>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</i>
<b>guarantor</b>	the person named in <b>item 3</b>
<b>item</b>	an item in the schedule to this lease
<b>land</b>	the parcel of land on which the <b>building</b> is erected and which is described in <b>item 4(b)</b>
<b>landlord</b>	the person named in <b>item 1</b> , or any other person who will be entitled to possession of the <b>premises</b> when this lease ends
<b>landlord's installations</b>	any property of the <b>landlord</b> , other than land or fixtures, from time to time in the <b>premises</b> or on the <b>land</b> and includes the property listed in <b>item 5</b>
<b>lettable area</b>	unless the <b>Act</b> applies and requires otherwise - (a) in relation to the <b>premises</b> , the area let; and (b) in relation to the <b>building</b> , the total area of the <b>building</b> that is let or licensed or intended to be let or licensed, other than on a casual basis.  When it is necessary to measure the <b>lettable area</b> of the <b>building</b> or any part of the <b>building</b> , the measurement is to be carried out using the most recent revision of the relevant Property Council of Australia method of measurement
<b>market review date</b>	a date specified in <b>item 16(a)</b>
<b>permitted use</b>	the use specified in <b>item 15</b>
<b>PPSA</b>	the <i>Personal Property Securities Act 2009 (Cth)</i>
<b>premises</b>	the premises described in <b>item 4(a)</b> and fixed improvements and the <b>landlord's installations</b> within the <b>premises</b>
<b>rent</b>	the amount in <b>item 6</b> , as varied in accordance with this lease
<b>review date</b>	a date specified in <b>item 16</b>
<b>start of the lease</b>	the first day of the <b>term</b> but, if this lease is a renewal under an option in an earlier lease (whether or not this lease is on terms that are materially different to those contemplated by the earlier lease), the starting date of the first lease to contain an option for renewal.
<b>tenant</b>	the person named in <b>item 2</b> , or any person to whom the lease has been transferred
<b>tenant's agents</b>	the <b>tenant's</b> employees, agents, contractors, customers and visitors to the <b>premises</b>
<b>tenant's installations</b>	the items of equipment and fittings listed in <b>item 7</b> and those introduced by the <b>tenant</b> after the lease starts
<b>term</b>	the period stated in <b>item 8</b>
<b>valuer</b>	a person holding the qualifications or experience specified under section 13DA(2) of the <i>Valuation of Land Act 1960 (Vic)</i> and, if the <b>Act</b> applies, a specialist retail valuer.



- 1.2 References to laws include statutes, regulations, instruments and by-laws and all other subordinate legislation or orders made by any authority with jurisdiction over the premises. Illegal means contrary to a law as defined in this sub-clause.
- 1.3 This lease must be interpreted so that it complies with all laws applicable in Victoria. If any provision of this lease does not comply with any law, then the provision must be read down so as to give it as much effect as possible. If it is not possible to give the provision any effect at all, then it must be severed from the rest of the lease.
- 1.4 The law of Victoria applies to this lease.
- 1.5 Any change to this lease must be in writing and signed by the parties.
- 1.6 If a party consists of more than one person –
  - (a) the acts and omissions of any of them bind all of them; and
  - (b) an obligation imposed by this lease on or in favour of more than one person binds or benefits them separately, together and in any combination.
- 1.7 The use of one gender includes the others and the singular includes the plural and vice versa.
- 1.8 If the landlord, tenant or guarantor is an individual, this lease binds that person's legal personal representative. If any of them is a corporation, this lease binds its transferees.
- 1.9 This lease, including all guarantees and indemnities, is delivered and operates as a deed.
- 1.10 The tenant is bound by and answerable for the acts and omissions of the tenant's agents.
- 1.11 If there is a conflict between a provision in the schedule and one of these lease conditions then the provision in the schedule is to prevail.
- 1.12 "Include" and every form of that word is to be read as if followed by "(without limitation)".
- 1.13 This lease includes the schedule.
- 1.14 The parties consider that the application of the Act to this lease is as specified in item 15 and, if item 15 states that the Act does not apply, that the reason is as specified in item 15.

**2. TENANT'S PAYMENT, USE AND INSURANCE OBLIGATIONS**

- 2.1 The tenant must -
  - 2.1.1 pay the rent without any set-off (legal or equitable) or deduction whatever to the landlord on the days and in the way stated in item 9 without the need for a formal demand. The landlord may direct in writing that the rent be paid to another person. The rent is reviewed on each review date specified in item 16 -
    - (a) on a market review date, the rent is reviewed in accordance with clause 11,
    - (b) on a CPI review date, the rent is reviewed in accordance with clause 18, and
    - (c) on a fixed review date, the rent is either increased by the fixed percentage or changed by or to the fixed amount, in either case as specified in item 16 in respect of that fixed review date.
  - 2.1.2 produce receipts for paid building outgoings within 7 days of a request.
  - 2.1.3 pay when due all charges for the provision of services to the premises including gas, electricity, water and telephone.
  - 2.1.4 remove regularly from the premises all rubbish and waste generated by the tenant's operations.
  - 2.1.5 pay the proportion of the building outgoings specified in item 10 in accordance with clause 5.4.
  - 2.1.6 pay or reimburse within 7 days of a request all increases in insurance premiums paid or payable by the landlord as the result of the tenant's use of the premises.
  - 2.1.7 pay within 7 days of a request interest at the rate stated in item 14 on any rent or other money which the tenant has not paid within 7 days of the due date. Interest is to be calculated daily from the due date, continues until the overdue money is paid and is capitalised monthly.
  - 2.1.8 pay within 7 days of a request the landlord's reasonable expenses and legal costs in respect of -
    - (a) the negotiation, preparation, settling, execution and stamping (if applicable) of this lease,
    - (b) change to this lease requested by the tenant whether or not the change occurs,
    - (c) the surrender or ending of this lease (other than by expiration of the term) requested by the tenant, whether or not the lease is surrendered or ended,
    - (d) the transfer of this lease or subletting of the premises or proposed transfer or subletting whether or not the transfer or subletting occurs,

- (e) a request by the tenant for consent or approval, whether or not consent or approval is given,
  - (f) any breach of this lease by the **tenant**, or
  - (g) the exercise or attempted exercise by the **landlord** of any right or remedy against the **tenant**,
- but, if the **Act** applies, only to the extent to which the **Act** permits recovery.

- 2.1.9 pay any stamp duty on this lease, on any renewal, and any additional stamp duty after a review of rent.
- 2.1.10 subject to clauses 3.3.2 and 3.3.3, comply with all laws relating to the use or occupation of the premises.
- 2.1.11 carry on the business of the permitted use efficiently and, subject to all applicable laws, keep the premises open during the business hours which are normal for the permitted use and not suspend or discontinue the operation of the business.
- 2.1.12 comply with the landlord's reasonable requirements in relation to the use of the landlord's installations and any services provided by the landlord.
- 2.1.13 subject to clauses 3.3.2 and 3.3.3, comply with the laws and requirements of relevant authorities relating to essential safety measures, occupational health and safety and disability discrimination relevant to the premises or the building.

2.2 The **tenant** must not, and must not let anyone else -

- 2.2.1 use the premises except for the permitted use, but the tenant agrees that the landlord has not represented that the premises may be used for that use according to law or that the premises are suitable for that use.
- 2.2.2 use the premises for any illegal purpose.
- 2.2.3 carry on any noxious or offensive activity on the premises.
- 2.2.4 do anything which might cause nuisance, damage or disturbance to a tenant, occupier or owner of any adjacent property.
- 2.2.5 conduct an auction or public meeting on the premises.
- 2.2.6 use radio, television or other sound-producing equipment at a volume that can be heard outside the premises.
- 2.2.7 do anything which might affect any insurance policy relating to the premises by causing -
  - (a) it to become void or voidable,
  - (b) any claim on to be rejected, or
  - (c) a premium to be increased.
- 2.2.8 keep or use chemicals, inflammable fluids, acids, or other hazardous things on the premises except to the extent necessary for the permitted use, or create fire hazards.
- 2.2.9 do anything which might prejudicially affect the essential safety measures or the occupational health and safety or disability discrimination status of the premises or the building.
- 2.2.10 place any sign on the exterior of the premises without the landlord's written consent.
- 2.2.11 make any alteration or addition, or affix any object, to the premises except with the landlord's written consent; consent is at the landlord's discretion for any alteration, addition or affixation affecting the structure of the building or any of the infrastructure for the provision of services to the building but, otherwise, clause 9.1 applies. In undertaking any work for which the landlord's consent has been obtained, the tenant must strictly conform to plans approved by the landlord and comply with all reasonable conditions imposed on that consent by the landlord and the requirements of each authority with jurisdiction over the premises.
- 2.2.12 bring onto the premises any object which, due to its nature, weight, size or operation, might cause damage to the premises, the building, or the effective operation of the infrastructure for the provision of services to the premises or the building without the landlord's written consent.
- 2.2.13 except in an emergency, interfere with any infrastructure for the provision of services in the **premises**, the **building**, or in any property of which the **premises** are part.

2.3 The tenant must -

- 2.3.1 take out and keep current an insurance cover for the premises in the name of the tenant and noting the interest of the landlord, for public risk for any single event for the amount stated in item 12 or, if none is stated, for \$10 million, with an extension which includes the indemnities given by the tenant to the landlord in clauses 5.2 and 5.3.2 of this lease to the extent that such an extension is procurable on reasonable terms in the Australian insurance market.

- 2.3.2 maintain the insurance cover with an insurer approved by the **landlord**.
- 2.3.3 produce satisfactory evidence of insurance cover on written request by the **landlord**.

**3 REPAIRS, MAINTENANCE, FIRE PREVENTION AND REQUIREMENTS OF AUTHORITIES**

3.1 Subject to clause 3.3, the **tenant** must -

- 3.1.1 keep the **premises** in the same condition as at the **start of the lease**, except for fair wear and tear; and
- 3.1.2 comply with all notices and orders affecting the **premises** which are issued during the **term** except any notices or orders that applicable legislation makes the responsibility of the **landlord**.

3.2 In addition to its obligations under clause 3.1, the **tenant** must -

- 3.2.1 repaint or refinish all painted or finished surfaces in a workmanlike manner with as good quality materials as previously at least once every 5 years during the **term** and any further term viewed as one continuous period.
- 3.2.2 keep the **premises** properly cleaned and free from rubbish, keep waste in proper containers and have it removed regularly.
- 3.2.3 immediately replace glass which becomes cracked or broken with glass of the same thickness and quality.
- 3.2.4 immediately repair defective windows, light fittings, doors, locks and fastenings, and replace missing or inoperative light-globes and fluorescent tubes, keys and keycards.
- 3.2.5 maintain in working order all plumbing, drainage, gas, electric, solar and sewerage installations.
- 3.2.6 promptly give written notice to the **landlord** or **landlord's** agent of -
  - (a) damage to the premises or of any defect in the structure of, or any of infrastructure for the provision of services to, the premises,
  - (b) receipt of a notice or order affecting the **premises**,
  - (c) any hazards threatening or affecting the **premises**, and
  - (d) any hazards arising from the **premises** for which the **landlord** might be liable.
- 3.2.7 immediately make good damage caused to adjacent property by the **tenant** or the **tenant's** **agents**.
- 3.2.8 permit the **landlord**, its agents or workmen to enter the **premises** during normal business hours, after giving reasonable notice (except in cases of emergency) -
  - (a) to inspect the premises,
  - (b) to carry out repairs or agreed alterations, and
  - (c) to do anything necessary to comply with notices or orders of any relevant authority, bringing any necessary materials and equipment.
- 3.2.9 carry out repairs within 14 days of being served with a written notice of any defect or lack of repair which the **tenant** is obliged to make good under this lease. If the **tenant** does not comply with the notice, the **landlord** may carry out the repairs and the **tenant** must repay the cost to the **landlord** within 7 days of a request.
- 3.2.10 only use persons approved by the **landlord** to repair and maintain the **premises** but, if the **Act** applies, only use persons who are suitably qualified.
- 3.2.11 comply with all reasonable directions of the **landlord** or the insurer of the **premises** as to the prevention, detection and control of fire.
- 3.2.12 on vacating the **premises**, remove all signs and make good any damage caused by installation or removal.
- 3.2.13 take reasonable precautions to secure the **premises** and their contents from theft, keep all doors and windows locked when the **premises** are not in use and comply with the **landlord's** directions for the use and return of keys or keycards.
- 3.2.14 permit the **landlord** or its agent access to the **premises** at reasonable times by appointment to show the **premises** -
  - (a) to valuers and to the **landlord's** consultants,
  - (b) to prospective purchasers at any time during the **term**, and
  - (c) to prospective tenants within 3 months before the end of the **term** (unless the **tenant** has exercised an option to renew this lease)

and to affix "for sale" or "to let" signs in a way that does not unduly interfere with the **permitted use**.

- 3.2.15 maintain any grounds and gardens of the **premises** in good condition, tidy, free from weeds and well-watered.
- 3.2.16 maintain and keep in good repair any heating, cooling or air conditioning equipment exclusively serving the premises.
- 3.3 The **tenant** is not obliged -
  - 3.3.1 to repair damage against which the landlord must insure under clause 6.2 or to reimburse the landlord for items of expense or damage that would be covered under insurance of the type specified unless the landlord loses or, where the landlord has failed to insure as required, would have lost, the benefit of the insurance because of acts or omissions by the **tenant** or the **tenant's agents**.
  - 3.3.2 to carry out structural or capital repairs or alterations or make payments of a capital nature unless the need for them results from -
    - (a) negligence by the **tenant** or the **tenant's agents**,
    - (b) failure by the **tenant** to perform its obligations under this lease,
    - (c) the **tenant's** use of the **premises**, other than reasonable use for the **permitted use**, or
    - (d) the nature, location or use of the **tenant's installations**,in which case the repairs, alterations or payments are the responsibility of the **tenant**.
  - 3.3.3 to carry out any work that applicable legislation makes the responsibility of the landlord.

#### 4. LEASE TRANSFERS AND SUBLETTING

- 4.1 The **tenant** must not transfer this lease or sublet the **premises** without the **landlord's** written consent, and section 144 of the *Property Law Act 1958 (Vic)* and clause 9.1 do not apply.
- 4.2 The **landlord** -
  - 4.2.1 subject to sub-clause 4.2.2, must not unreasonably withhold consent to a transfer of this lease or a sublease of the **premises** if the **tenant** has complied with the requirements of clause 4.3 and the proposed transferee or subtenant proposes to use the **premises** in a way permitted under this lease. If the **Act** applies, the **landlord** may only withhold consent to a transfer of this lease in accordance with the **Act**.
  - 4.2.2 may withhold consent at the **landlord's** discretion if the **Act** does not apply, and a transfer of this lease would result in the **Act** applying, or applying if this lease is renewed for a further term.
- 4.3 To obtain the **landlord's** consent to a transfer or sublease the **tenant** must -
  - 4.3.1 ask the **landlord** in writing to consent to the transfer or sublease,
  - 4.3.2 give the **landlord** -
    - (a) in relation to each proposed new tenant or sub-tenant such information as the **landlord** reasonably requires about its financial resources and business experience and if the **Act** does not apply, any additional information reasonably required by the **landlord** to enable it to make a decision, and
    - (b) a copy of the proposed document of transfer or sublease, and
  - 4.3.3 remedy any breach of the lease which has not been remedied and of which the **tenant** has been given written notice.
- 4.4 If the **Act** applies and -
  - 4.4.1 the **tenant** has asked the **landlord** to consent to a transfer and complied with clause 4.3 and section 61 of the **Act**, and
  - 4.4.2 the **landlord** fails to respond by giving or withholding consent to the transfer within 28 days, then the **landlord** is to be taken as having consented.
- 4.5 If the **landlord** consents to the transfer or sublease, the **landlord**, **tenant** and new tenant or sub-tenant and the **guarantor** must execute the documents submitted under sub-clause 4.3.2(b). The directors of the new tenant (if it is a corporation) must execute a guarantee and indemnity in the terms of clause 15.
- 4.6 The **tenant** must pay the **landlord's** reasonable expenses incurred in connection with an application for consent or the granting of consent and the completion of the documents, as well as any stamp duty on the documents.

- 4.7 Except by a transfer or sublease to which the **landlord** has consented, or is to be taken as having consented, the **tenant** must not give up possession or share occupancy of the **premises** or grant a licence to anyone else or mortgage or charge its interest under this lease or enter into any arrangement that gives a person the right to enter into occupation of the **premises** without the **landlord's** written consent; consent is at the **landlord's** discretion.
- 4.8 Subject to the Act, if it applies, the obligations to the landlord of every tenant who has transferred this lease continue until this lease ends. They do not continue into any period of overholding after this lease ends, nor into any renewed term: at those times they are the responsibility only of the tenant in possession. This clause does not prevent the landlord from enforcing rights which arise before this lease ends.

## 5. GENERAL AGREEMENTS BETWEEN LANDLORD AND TENANT

- 5.1 When the **term** ends, the **tenant** must -
- 5.1.1 return the **premises** to the **landlord** clean and in the condition required by this lease, and
- 5.1.2 remove the **tenant's installations** and other **tenant's** property from the **premises** and make good any damage caused in installing or removing them.
- If the **tenant** leaves any **tenant's installations** or other **tenant's** property on the **premises** after the end of the lease, unless the **landlord** and **tenant** agree otherwise -
- 5.1.3 all items of **tenant's installations** and **tenant's** property will be considered abandoned and will become the property of the **landlord**, but the **landlord** may remove any of the **tenant's installations** or other property of the **tenant** and recover the costs of removal and making good as a liquidated debt payable on demand; and
- 5.1.4 the parties intend that clause 5.1.3 operate in relation to **tenant's installations** and **tenant's** property in place of any legislation that might otherwise apply to goods remaining on the **premises**.
- 5.2 The **tenant** indemnifies the **landlord** against any claim resulting from any act or failure to act by the **tenant** or the **tenant's agents** while using the **premises**.
- 5.3 The **tenant** -
- 5.3.1 uses and occupies the **premises** at its own risk, and
- 5.3.2 releases the **landlord** from and indemnifies the **landlord** against all claims resulting from incidents occurring on the **premises** (except to the extent caused or contributed to by the **landlord**, or a person for whom the **landlord** is responsible) or resulting from damage to adjacent premises covered by clause 3.2.7.
- 5.4 In relation to **building outgoings** -
- 5.4.1 the **landlord** must pay the **building outgoings** when they fall due for payment but, if the **landlord** requires, the **tenant** must pay when due a **building outgoing** for which the **tenant** receives notice directly and reimburse the **landlord** within 7 days of a request all **building outgoings** for which notices are received by the **landlord**.
- 5.4.2 the **tenant** must pay or reimburse the **landlord** the proportion specified in item 10.
- 5.4.3 at least 1 month before the start of an **accounting period**, the **landlord** may, or if the Act applies must, give the **tenant** an estimate of **building outgoings** for the **accounting period**.
- 5.4.4 despite clause 5.4.1, if the **landlord** requires, the **tenant**, must pay its share of the estimated **building outgoings** by equal monthly instalments during the **accounting period** on the days on which **rent** is payable (after allowing for **building outgoings** paid directly or separately reimbursed by the **tenant**).
- 5.4.5 if the Act applies, the **landlord** must make a statement of **building outgoings** available during each **accounting period** as required by the Act.
- 5.4.6 within 3 months after the end of an **accounting period**, the **landlord** must give the **tenant** a statement of the actual **building outgoings** for the **accounting period** (if the Act applies and requires that the statement be accompanied by a report by a registered company auditor, the statement must be accompanied by a report complying with section 47(5); if the Act applies but does not require that the statement be accompanied by a report by a registered company auditor, the statement must be accompanied by the items specified in section 47(6)(b)).
- 5.4.7 the **tenant** must pay any deficiency or the **landlord** must repay any excess, within 1 month after a statement is provided under clause 5.4.6 or within 4 months after the end of the **accounting period**, whichever is earlier.
- 5.4.8 the parties must make an appropriate adjustment for any **building outgoing** incurred in respect of a period beginning before the start of the **term** or extending beyond the end of the **term**.

- 5.5 If the freehold of the **premises** (or the **building**) is transferred, the transferor **landlord** is released from all lease obligations falling due for performance on or after the date of the instrument of transfer.
- 5.6 Payment or tender by cheque is not effective until clearance of funds.

## 6. LANDLORD'S OBLIGATIONS

- 6.1 The **landlord** must give the **tenant** quiet possession of the **premises** without any interruption by the **landlord** or anyone connected with the **landlord** as long as the **tenant** does what it must under this lease.
- 6.2 The **landlord** must take out at the start of the **term** and keep current policies of insurance for the risks listed in **item 11** against -
- 6.2.1 damage to and destruction of the **building**, for its replacement value,
  - 6.2.2 removal of debris,
  - 6.2.3 breakdown of **landlord's installations**, and
  - 6.2.4 breakage of glass, for its replacement value.
- 6.3 The **landlord** must give to the **tenant** the written consent to this lease of each mortgagee whose interest would otherwise have priority over this lease by endorsement on this lease in the terms set out following the 'execution and attestation' section.
- 6.4 The **landlord** must keep the structure (including the external faces and roof) of the **building** and the **landlord's installations** in a condition consistent with their condition at the **start of the lease**, but is not responsible for repairs which are the responsibility of the **tenant** under clauses 3.1, 3.2 and 3.3.2.

## 7. EVENTS OF DEFAULT AND LANDLORD'S RIGHTS

- 7.1 The **landlord** may terminate this lease, by re-entry or notice of termination, if -
- 7.1.1 the **rent** is unpaid after the day on which it falls due for payment,
  - 7.1.2 the **tenant** does not meet its obligations under this lease,
  - 7.1.3 the **tenant** is a corporation and -
    - (a) an order is made or a resolution is passed to wind it up except for reconstruction or amalgamation,
    - (b) goes into liquidation,
    - (c) is placed under official management,
    - (d) has a receiver, including a provisional receiver, or receiver and manager of any of its assets or an administrator appointed,
    - (e) without the **landlord's** written consent, there is a different person in effective control of the **tenant** as a result of changes in -
      - (i) membership of the company or its holding company,
      - (ii) beneficial ownership of the shares in the company or its holding company, or
      - (iii) beneficial ownership of the business or assets of the company,

but this paragraph does not apply if the **tenant** is a public company listed on a recognised Australian public securities exchange, or a subsidiary of one.

"Effective control" means the ability to control the composition of the board of directors or having more than 50% of the shares giving the right to vote at general meetings,
  - 7.1.4 a warrant issued by a court to satisfy a judgement against the **tenant** or a **guarantor** is not satisfied within 30 days of being issued,
  - 7.1.5 a **guarantor** is a natural person and -
    - (a) becomes bankrupt,
    - (b) takes or tries to take advantage of Part X of the *Bankruptcy Act 1966* (Cth),
    - (c) makes an assignment for the benefit of their creditors, or
    - (d) enters into a composition or arrangement with their creditors,
  - 7.1.6 a **guarantor** is a corporation and one of the events specified in (a) to (e) of clause 7.1.3 occurs in relation to it, or
  - 7.1.7 the **tenant**, without the **landlord's** written consent -
    - (a) discontinues its business on the **premises**, or
    - (b) leaves the **premises** unoccupied for 14 days.
- 7.2 Termination by the **landlord** ends this lease, but the **landlord** retains the right to sue the **tenant** for unpaid money or for damages (including damages for the loss of the benefits that the **landlord** would have received if the lease had continued for the full **term**) for breaches of its obligations under this lease.

- 7.3 For the purpose of section 146(1) of the *Property Law Act 1958 (Vic)*, 14 days is fixed as the period within which the **tenant** must remedy a breach capable of remedy and pay reasonable compensation for the breach.
- 7.4 Breach by the tenant of any of the following clauses of this lease is a breach of an essential term and constitutes repudiation: 2.1.1, 2.1.5, 2.1.6, 2.1.10, 2.1.11, 2.2.1, 2.2.2, 2.2.7, 2.2.8, 2.2.9, 2.2.11, 2.2.12, 2.3, 3.2.11, 4.1, 4.7, 5.4.2, 5.4.7, 13 and 17. Other tenant obligations under this lease may also be essential.
- 7.5 Before terminating this lease for repudiation (including repudiation consisting of the non-payment of rent), or for an event to which section 146(1) of the *Property Law Act 1958 (Vic)* does not extend, the landlord must give the tenant written notice of the breach and a period of 14 days in which to remedy it (if it is capable of remedy) and to pay reasonable compensation for it. A notice given in respect of a breach amounting to repudiation is not an affirmation of the lease.
- 7.6 Even though the landlord does not exercise its rights under this lease on one occasion, it may do so on any later occasion.

## 8. DESTRUCTION OR DAMAGE

- 8.1 If the **premises** or the **building** are damaged so that the **premises** are unfit for use for the **permitted use** or inaccessible-
- 8.1.1 a fair proportion of the **rent** and **building outgoings** is to be suspended until the **premises** are again wholly fit for the **permitted use**, and accessible, and
- 8.1.2 the suspended proportion of the **rent** and **building outgoings** must be proportionate to the nature and extent of the unfitness for use or inaccessibility.
- 8.2 If the **premises** or the **building** are partly destroyed, but not substantially destroyed, the **landlord** must reinstate the **premises** or the **building** as soon as reasonably practicable.
- 8.3 If the **premises** or the **building** are wholly or substantially destroyed -
- 8.3.1 the **landlord** is not obliged to reinstate the **premises** or the **building**, and
- 8.3.2 if the reinstatement does not start within 3 months, or is not likely to be completed within 9 months, the **landlord** or the **tenant** may end this lease by giving the other written notice.
- 8.4 The **tenant** will not be entitled to suspension of **rent** or **building outgoings** under sub-clause 8.1.1 nor to end the lease under sub-clause 8.3.2 and the **landlord** will not be obliged to reinstate the **premises** or the **building** under clause 8.2 if payment of an insurance claim is properly refused in respect of the damage or destruction because of any act or omission by the **tenant** or the **tenant's agents**.
- 8.5 If the **Act** does not apply and there is a dispute under this clause, the **landlord** or the **tenant** may request the President of the Australian Property Institute, Victorian Division, to nominate a practising valuer member of that Institute to determine the dispute or the **landlord** and **tenant** may refer the dispute to mediation under clause 16 unless **item 21** states that the mediation procedure does not apply to this lease. The valuer acts as an expert and not as an arbitrator and the determination is binding.

## 9. CONSENTS AND WARRANTIES BY THE PARTIES

- 9.1 Subject to the **Act** (if it applies), the **landlord** must not unreasonably withhold its consent or approval to any act by the **tenant** or matter which needs consent or approval unless any other clause provides otherwise, but -
- 9.1.1 the **landlord** may impose reasonable conditions on any consent or approval, and
- 9.1.2 the **tenant** must reimburse the **landlord's** reasonable expenses resulting from an application for its consent or approval, including fees paid to consultants.
- 9.2 This lease, together with (if the **Act** applies) any disclosure statement, contains the whole agreement of the parties. Neither the **landlord** nor the **tenant** is entitled to rely on any warranty or statement in relation to -
- 9.2.1 the conditions on which this lease has been agreed,
- 9.2.2 the provisions of this lease, or
- 9.2.3 the **premises**
- which is not contained in those documents.

## 10. OVERHOLDING AND ABANDONMENT OF THE PREMISES

- 10.1 If the **tenant** remains in possession of the **premises** without objection by the **landlord** after the end of the **term** -
- 10.1.1 the **tenant**, without any need for written notice of any kind, is a monthly tenant on the conditions in this lease, modified so as to apply to a monthly tenancy,

- 10.1.2 the **landlord** or the **tenant** may end the tenancy by giving one month's written notice to the other which may expire on any day of the month,
- 10.1.3 the monthly rent starts at one-twelfth of the annual rent which the tenant was paying immediately before the term ended unless a different rent has been agreed, and
- 10.1.4 the landlord may increase the monthly rent by giving the tenant one month's written notice.
- 10.2 If the **tenant** vacates the **premises** during the **term**, whether or not it ceases to pay **rent** -
- 10.2.1 the **landlord** may -
- (a) accept the keys,
  - (b) enter the **premises** to inspect, maintain or repair them, or
  - (c) show the **premises** to prospective tenants or purchasers,
- without this being re-entry or an acceptance of repudiation or a waiver of the **landlord's** rights to recover **rent** or other money under this lease.
- 10.2.2 this lease continues until a new tenant takes possession of the **premises**, unless the **landlord**-
- (a) accepts a surrender of the lease, or
  - (b) notifies the **tenant** in writing that the **landlord** accepts the **tenant's** repudiation of the lease, or
  - (c) ends the lease in accordance with clause 7.1.

## 11. RENT REVIEWS TO MARKET

- 11.1 In this clause "review period" means the period following each **market review date** until the next **review date** or the end of this lease.
- The review procedure on each **market review date** is -
- 11.1.1 each review of **rent** may be initiated by the **landlord** or the **tenant** unless item 17 states otherwise but, if the **Act** applies, review is mandatory.
- 11.1.2 the **landlord** or the **tenant** entitled to initiate a review does so by giving the other a written notice stating the current market rent which it proposes as the **rent** for the review period. If the **Act** does not apply and the recipient of the notice does not object in writing to the proposed rent within 14 days the proposed **rent** becomes the **rent** for the review period.
- 11.1.3 If -
- (a) the **Act** does not apply and the recipient of the notice serves an objection to the proposed rent within 14 days and the **landlord** and **tenant** do not agree on the **rent** within 14 days after the objection is served, or
  - (b) the **Act** applies and the **landlord** and **tenant** do not agree on what the **rent** is to be for the review period,
- the **landlord** and **tenant** must appoint a **valuer** to determine the current market **rent**.
- If the **Act** does not apply and if the **landlord** and **tenant** do not agree on the name of the **valuer** within 28 days after the objection is served, either may apply to the President of the Australian Property Institute, Victorian Division to nominate the **valuer**. If the **Act** applies, the **valuer** is to be appointed by agreement of the **landlord** and **tenant**, or failing agreement, by the Small Business Commissioner.
- 11.1.4 In determining the current market **rent** for the **premises** the **valuer** must -
- (a) consider any written submissions made by the **landlord** and **tenant** within 21 days of their being informed of the **valuer's** appointment, and
  - (b) determine the current market rent as an expert
- and, whether or not the **Act** applies, must make the determination in accordance with the criteria set out in section 37(2) of the **Act**.
- 11.1.5 The **valuer** must make the determination of the current market rent and inform the **landlord** and **tenant** in writing of the amount of the determination and the reasons for it as soon as possible after the end of the 21 days allowed for submissions by the parties.
- 11.1.6 If -
- (a) no determination has been made within 45 days (or such longer period as is agreed by the **landlord** and the **tenant** or, if the **Act** applies, as is determined in writing by the Small Business Commissioner) of the **landlord** and **tenant**
    - (i) appointing the **valuer**, or
    - (ii) being informed of the **valuer's** appointment, or
  - (b) the **valuer** resigns, dies, or becomes unable to complete the valuation,
- then the **landlord** and **tenant** may immediately appoint a replacement **valuer** in accordance with sub-clause 11.1.3.



- 11.2 The **valuer's** determination is binding.
- 11.3 The landlord and tenant must bear equally the valuer's fee for making the determination and if either pays more than half the fee, may recover the difference from the other.
- 11.4 Until the determination is made by the valuer, the tenant must continue to pay the same rent as before the market review date and within 7 days of being informed of the valuer's determination, the parties must make any necessary adjustments.
- 11.5 If the Act does not apply, a delay in starting a market review does not prevent the review from taking place and being effective from the market review date but if the market review is started more than 12 months after the market review date, the review takes effect only from the date on which it is started.
- 12. FURTHER TERM(S)**
- 12.1 The **tenant** has an option to renew this lease for the further term or terms stated in item 18 and the **landlord** must renew this lease for that further term or those further terms if -
- 12.1.1 there is no unremedied breach of this lease by the **tenant** of which the **landlord** has given the **tenant** written notice at the time the **tenant** requests renewal as required by clause 12.1.13,
- 12.1.2 the **tenant** has not persistently committed breaches of this lease of which the **landlord** has given written notice during the **term**, and
- 12.1.3 the **tenant** has exercised the option for renewal in writing not more than 6 months nor less than 3 months before the end of the **term**. The earliest and latest dates for exercising the option are stated in item 19.
- 12.2 The lease for the further term -
- 12.2.1 starts on the day after the **term** ends,
- 12.2.2 has a starting **rent** determined in accordance with clause 11 as if the first day of the further term were specified as a **market review date** in item 16(a), and
- 12.2.3 must contain the same terms as this lease (but with no option for renewal after the last option for a further term stated in item 18 has been exercised) including any provisions appearing in this document that may have been read down or severed to comply with any applicable law that has ceased to be applicable, as if they had not been read down or severed.
- 12.3 If the **tenant** is a corporation and was required to provide directors' guarantees for this lease, the **tenant** must provide guarantees of its obligations under the renewed lease by its directors, and by each person who has provided a guarantee for the expired **term**, in the terms of clause 15.
- 13. SECURITY DEPOSIT**
- 13.1 The **tenant** must pay a security deposit to the **landlord** of the amount stated in item 20 and must maintain the deposit at that amount.
- 13.2 Any security deposit not in the form of a guarantee must be invested in an interest bearing deposit and all interest accruing on it is treated as a supplementary payment of security deposit. When the **term** starts, the **tenant** must provide the **landlord** with the **tenant's** tax file number.
- 13.3 The **landlord** may use the deposit to make good the cost of remedying breaches of the **tenant's** obligations under this lease (or any of the events specified in clause 7.1) and the **tenant** must pay whatever further amount is required to bring the deposit back to the required level.
- 13.4 As soon as practicable after this lease has ended and the **tenant** has vacated the **premises** and performed all of its obligations under the lease, the **landlord** must refund the unused part of the deposit.
- 13.5 The **tenant** may, and if the **landlord** requires must, provide the security deposit by means of a guarantee by an ADI within the meaning of the *Banking Act 1959* (Cth).
- 13.6 If the freehold of the **premises** is transferred:
- 13.6.1 the **tenant** must provide a replacement guarantee in exchange for the existing guarantee if requested by the **landlord** in writing to do so, but the **landlord** must pay the reasonable fees charged by the ADI for the issue of the replacement guarantee, and
- 13.6.2 the **landlord** must transfer any security deposit held under this lease to the transferee.
- 14. NOTICES**
- 14.1 A notice given under this lease may be given -
- 14.1.1 by pre-paid post,
- 14.1.2 by delivery

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- 14.1.3 by email, or
  - 14.1.4 in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner,
- to the party's last known address, registered office, or ( if to the **tenant**) at the **premises**.
- 14.2 Posted notices will be taken to have been received on the second day after posting that is not a Saturday, Sunday or bank holiday in place of intended receipt, unless proved otherwise.
  - 14.3 Notices delivered or sent by email are taken to have been served or given at the time of receipt as specified in section 13A of the *Electronic Transactions (Victoria) Act 2000*.

## 15. OBLIGATIONS OF GUARANTOR(S) UNDER GUARANTEE AND INDEMNITY

- 15.1 The **guarantor** in consideration of the **landlord** having entered into this lease at the **guarantor's** request—
  - 15.1.1 guarantees that the **tenant** will perform all its obligations under this lease for the **term** and any further term or terms and during any period of overholding after the end of the **term**,
  - 15.1.2 must pay on demand any amount which the **landlord** is entitled to recover from the **tenant** under this lease whether in respect of the **term**, any further term or further terms or any period of overholding, and
  - 15.1.3 indemnifies the **landlord** against all loss resulting from the **landlord's** having entered into this lease whether from the **tenant's** failure to perform its obligations under it or from this lease being or becoming unenforceable against the **tenant** and whether in respect of the **term**, any further term or any period of overholding.
- 15.2 The liability of the **guarantor** will not be affected by -
  - 15.2.1 the **landlord** granting the **tenant** or a **guarantor** time or any other indulgence, or agreeing not to sue the **tenant** or another **guarantor**,
  - 15.2.2 failure by any **guarantor** to sign this document,
  - 15.2.3 transfer (except in accordance with the **Act**, if the **Act** applies) or variation of this lease, but if this lease is transferred the **guarantor's** obligations, other than those which have already arisen, end when the **term** ends and do not continue into a term renewed by a new tenant nor a period of overholding by a new tenant,
  - 15.2.4 the fact that this lease is subsequently registered at the Land Registry or not registered, or, for any reason, is incapable of registration, or
  - 15.2.5 transfer of the freehold of the **premises**.
- 15.3 The **guarantor** agrees that —
  - 15.3.1 the **landlord** may retain all money received including dividends from the **tenant's** bankrupt estate, and need allow the **guarantor** a reduction in its liability under this guarantee only to the extent of the amount received,
  - 15.3.2 the **guarantor** must not seek to recover money from the **tenant** to reimburse the **guarantor** for payments made to the **landlord** until the **landlord** has been paid in full,
  - 15.3.3 the **guarantor** must not prove in the bankruptcy or winding up of the **tenant** for any amount which the **landlord** has demanded from the **guarantor**, and
  - 15.3.4 the **guarantor** must pay the **landlord** all money which the **landlord** refunds to the **tenant's** liquidator or trustee in bankruptcy as preferential payments received from the **tenant**.
- 15.4 If any of the **tenant's** obligations are unenforceable against the **tenant**, then this clause is to operate as a separate indemnity and the **guarantor** indemnifies the **landlord** against all loss resulting from the **landlord's** inability to enforce performance of those obligations. The **guarantor** must pay the **landlord** the amount of the loss resulting from the unenforceability.
- 15.5 If there is more than one **guarantor**, this guarantee binds them separately, together and in any combination.
- 15.6 Each of the events referred to in clauses 7.1.5 and 7.1.6 is deemed to be a breach of an essential term of this lease.

## 16. DISPUTE RESOLUTION

- 16.1 Unless the **Act** applies, if the words "The mediation procedure applies to this lease " are included in item 21, the mediation procedure applies to this lease. In that event the **landlord** and the **tenant** must attempt to resolve any dispute by the mediation procedure, except disputes about -
  - 16.1.1 unpaid **rent** and interest charged on it,
  - 16.1.2 review of **rent**, and

- 16.1.3 a dispute to be resolved in another way prescribed by any other provision of this lease.
- 16.2 The mediation procedure is -
  - 16.2.1 the **landlord** or **tenant** may start mediation by serving a mediation notice on the other.
  - 16.2.2 the notice must state that a dispute has arisen and identify what the dispute is.
  - 16.2.3 the **landlord** and **tenant** must jointly request appointment of a mediator. If they fail to agree on the appointment within 7 days of service of the mediation notice, either may apply to the President of the Law Institute of Victoria or the nominee of the President to appoint a mediator.
  - 16.2.4 once the mediator has accepted the appointment the **landlord** and **tenant** and each **guarantor** must comply with the mediator's instructions.
  - 16.2.5 if the dispute is not resolved within 30 days of the appointment of the mediator, or any other period agreed by the **landlord** and **tenant** in writing, the mediation ceases.
- 16.3 The mediator may fix the charges for the mediation which must be paid equally by the **landlord** and **tenant**.
- 16.4 If the dispute is settled, the **landlord** and **tenant** and each **guarantor** must sign the terms of agreement and the signed terms are binding.
- 16.5 The mediation is confidential and -
  - 16.5.1 statements made by the mediator or the parties, and
  - 16.5.2 discussions between the participants to the mediation, before after or during the mediation, cannot be used in any legal proceedings.
- 16.6 It must be a term of the engagement of the mediator that the **landlord** and **tenant** and each **guarantor** release the mediator from any court proceedings relating to this lease or the mediation.
- 16.7 The mediator is not bound by the rules of natural justice and may discuss the dispute with a participant in the absence of any others.
- 16.8 If the **Act** applies, so that a dispute must be referred to the Victorian Civil and Administrative Tribunal, the **landlord** and **tenant** agree that each may be represented by a legal practitioner or legal practitioners of its choice.

17. **GST**

- 17.1 Expressions used in this clause 17 and in the **GST Act** have the same meanings as when used in the **GST Act** unless the context requires otherwise.
- 17.2 Amounts specified as payable under or in respect of this lease are expressed exclusive of **GST**.
- 17.3 The recipient of a taxable supply made under or in respect of this lease must pay to the supplier, at the time payment for the supply is due, the **GST** payable in respect of the supply. This obligation extends to supply consisting of entry into this lease.
- 17.4 An amount payable by the **tenant** in respect of a creditable acquisition by the **landlord** from a third party must not exceed the sum of the value of the **landlord's** acquisition and the additional amount payable by the **tenant** under clause 17.3 on account of the **landlord's** liability for **GST**.
- 17.5 A recipient of supply is not obliged, under clause 17.3, to pay the **GST** on a taxable supply to it under this lease, until given a valid tax invoice for it.

18. **CONSUMER PRICE INDEX**

- 18.1 On a **CPI review date**, the **rent** is adjusted by reference to the **Consumer Price Index** using the following formula -

$$AR = R \times \frac{CPIB}{CPIA}$$

Where:

- "AR" means adjusted rent,
- "R" means **rent** before adjustment,
- "CPIB" means the **Consumer Price Index** number for the quarter immediately preceding the **CPI review date**, and
- "CPIA" means the **Consumer Price Index** number for the quarter immediately preceding the most recent earlier **review date** or, where there is no earlier **review date**, the quarter immediately preceding the start of the **term**.

- 18.2 If CPIB is not published until after the **CPI review date**, the adjustment is made when it is published but the adjustment takes effect from the relevant **CPI review date**. In the meantime, the **tenant** must continue to pay the **rent** at the old rate and, when the adjustment is made, the **tenant** must immediately pay any deficiency or the **landlord** must immediately repay the excess.
- 18.3 If the base of the Consumer Price Index is changed between the two comparison dates an appropriate compensating adjustment must be made so that a common base is used.
- 18.4 Unless the Act applies and requires otherwise, if the Consumer Price Index is discontinued or suspended, then the calculation is to be made using whatever index is substituted for it. If no other index is substituted for it, the calculation is to be made using the index or calculation which the President of the Australian Property Institute, Victorian Division (acting as an expert and not as an arbitrator), determines is appropriate in the circumstances. This determination is binding.
- 18.5 Unless the Act applies, the adjustment is not made if it would result in a decrease in the rent payable.

**19. IF PREMISES ONLY PART OF THE LETTABLE AREA OF THE BUILDING**

19.1 If the **premises** are only a part of the **lettable area** of the **building**, the provisions of this clause apply.

19.2 The **landlord** -

19.2.1 may adopt whatever name it chooses for the **building** and change the name from time to time, and

19.2.2 reserves all proprietary rights to the name of the **building** and any logo adopted for the **building**.

19.3 The **landlord** reserves for itself the use of all external surfaces of the **building** and areas outside the **building**.

19.4 The **building, common areas** and **landlord's installations** remain under the absolute control of the **landlord** which may manage them and regulate their use as it considers appropriate. In particular the **landlord** has the right -

19.4.1 to close off the **common areas** as often as the **landlord** reasonably considers appropriate to prevent rights of way or user arising in favour of the public or third parties,

19.4.2 to exclude persons whose presence the **landlord** considers undesirable,

19.4.3 to grant easements over any parts of the **land** which do not materially and adversely affect the **tenant's** use,

19.4.4 to install, repair and replace, as necessary, the infrastructure necessary or desirable for the provision of services to the various parts of the **building**, and

19.4.5 to repair, renovate, alter or extend the **building** but, in doing so, the **landlord** must not cause more inconvenience to the **tenant** than is reasonable in the circumstances.

If the **Act** applies, these rights may only be exercised in a manner consistent with the **Act**.

19.5 The **tenant** must not obstruct the **common areas** or use them for any purpose other than the purposes for which they were intended.

19.6 The **tenant** must comply with the **building rules**. The **landlord** may change the **building rules** from time to time and the **tenant** will be bound by a change when it receives written notice of it. The **landlord** must not adopt a **building rule** or change the **building rules** in a way that is inconsistent with this lease. To the extent that a **building rule** is inconsistent with this lease, the lease prevails.

**20. PERSONAL PROPERTY SECURITIES ACT**

20.1 Expressions used in this clause that are defined in the **PPSA** have the meanings given to them in the **PPSA**.

20.2 The **landlord** may, at any time, register a financing statement for any security interest arising out of or evidence by this lease over any or all of -

20.2.1 the **landlord's installations**,

20.2.2 any security deposit provided by the **tenant**, and

20.2.3 **tenant's installations** and other **tenant's** property left on the **premises** after the end of the lease,

that are personal property, and must identify the property affected by the financing statement in the free text field of the statement.

The **tenant** waives the right to receive notice under section 157(1) of the **PPSA**.

20.3 When this lease -

20.3.1 ends and the tenant has vacated the premises and performed all of its obligations under it, or

20.3.2 is transferred,

the **landlord** must register a financing change statement with respect to any security interest for which the **landlord** has registered a financing statement other than those to which sub-clause 20.2.3 relates.

20.4 The **tenant** must sign any documents and do anything necessary to enable the **landlord** to register the statements referred to in the preceding sub-clause and to enforce its rights and perform its obligations under this clause and the **PPSA**. In particular, if the **tenant** is a natural person, the **tenant** must provide the **landlord** with the **tenant's** date of birth and a certified copy of a Victorian driver's licence (or other evidence acceptable to the **landlord**) to confirm the **tenant's** date of birth. The **landlord** must keep the **tenant's** date of birth and any evidence provided to confirm it secure and confidential.

20.5 The **tenant** must not register, or permit to be registered, a financing statement in favour of any person other than the **landlord**, for any security deposit provided by the **tenant** or any of the **landlord's** installations.

20.6 The **tenant** must pay the **landlord's** reasonable expenses and legal costs in respect of anything done or attempted by the **landlord** in the exercise of its rights or performance of its obligations under this clause or the **PPSA**, except the **landlord's** costs of registering a financing statement under sub-clause 20.2 which are to be borne by the **landlord**.

20.7 In accordance with section 275(6)(a) of the **PPSA**, the parties agree that neither of them will disclose information of the kind mentioned in subsection 275(1).

20.8 Subject to any requirement to the contrary in the **PPSA**, notices under this clause or the **PPSA** may be served in accordance with clause 14 of this lease.

21. **ADDITIONAL PROVISIONS**

Any additional provisions set out in item 22 -

21.1 bind the parties, and

21.2 if inconsistent with any other provisions of this lease, override them.

22. **LANDLORD WARRANTY**

The **landlord** warrants that clauses 1 to 21 appearing in this lease are identical to clauses 1 to 21 of the copyright Law Institute of Victoria Lease of Real Estate August 2014 Revision and that any modifications to them are set out as additional provisions in item 22.

# Schedule

## Important Notice To The Person Completing This Schedule

This lease is in a standard form. You may need to make changes to record the agreement of the landlord, tenant and any guarantor. You should carefully check the whole document and make appropriate deletions, alterations and/or additions so it agrees with the instructions you have received. You should note the warranty in clause 21 and record any deletions, alterations and/or additions to the standard lease conditions as additional provisions in item 22 and **not** in the lease conditions.

Item 1  
[1.1]

**Landlord:**

Mark Kenneth Davies and Shirly Norma Davies as Trustee for Shirmark Superannuation Fund  
C/- Uptown Partners Pty Ltd  
Level 10, Suite 11, 365 Little Collins Street  
MELBOURNE VIC 3000

Item 2  
[1.1]

**Tenant:**

Lukris Trading Pty Ltd  
Unit 3, 20 Burton Court  
BAYSWATER, VIC, 3153

Item 3  
[1.1]

**Guarantor:**

Item 4  
[1.1]

**(a) Premises:**

Unit 2 and Unit 3, 20 Burton Court, BAYSWATER, VIC, 3153

**(b) Land:**

Item 5  
[1.1]

**Landlord's installations:**

All Landlord fixtures and fittings existing at the commencement of the term including light fittings.

Item 6  
[1.1]

**Rent:**

The commencement rent is based on an annual rental of \$25,000 plus GST (or \$2,083.33 pcm plus GST) for the first year of the term of the lease.

**Note:** There is no need to refer to GST if the rent is expressed as a GST exclusive sum – see clause 17; if the rent is expressed as a GST inclusive sum, an additional provision will be needed to modify the operation of clause 17.



**Item 12**  
[1.1 & 2.3.1] **Amount of public risk insurance cover:**  
\$10,000,000.00 or other amount reasonably specified from time to time by the **landlord**.

**Item 13**  
[1.1] **Period of loss of rent and outgoings insurance:**  
Twelve (12) Months

**Item 14**  
[2.1.7] **Interest rate on overdue money:**  
2% per annum more than the rate from time to time fixed by the *Penalty Interest Rates Act 1983 (Vic)*.

**Item 15**  
[2.2.1] **Permitted use:**  
Manufacture of retractable awnings

[1.14] **Application of Act:**  
The **Act** does\*/does not\* apply  
Reason why **Act** does not apply:  
Warehouse not used for retail purposes  
**\*Delete whichever alternative does not apply**

**Item 16**  
[2.1.1, 11, 18] **Review date(s):**  
**Term**  
(a) *Market review date(s):*  
  
(b) *CPI review date(s):*  
  
(c) *Fixed review date(s) and percentage or fixed amount increases:*  
1 May 2019 (3%), 1 May 2020 (3%), 1 May 2021 (3%), 1 May 2022 (3%)  
**Further term(s)**  
(a) *Market review date(s):*  
1 May 2023  
(b) *CPI review date(s):*  
  
(c) *Fixed review date(s) and percentage or fixed amount increases:*  
1 May 2014 (3%), 1 May 2025 (3%), 1 May 2026 (3%), 1 May 2027 (3%)

**Item 17**  
[2.1.1, 11, 18] **Who may initiate reviews:**  
*Market review:* Landlord, subject to Act, if it applies  
*CPI review:* Review is automatic  
*Fixed review:* Review is automatic



Item 18  
[12] **Further term(s):**  
One further term of five (5) years.

Item 19  
[12] **Earliest and latest dates for exercising option for renewal:**  
Earliest date: 1 August 2022  
Latest date: 1 February 2023

Item 20  
[13] **Security deposit:**  
Equivalent to Two (2) months gross rent being \$4,583.33 at the commencement of the Lease.

Item 21  
[16.1] **The mediation procedure applies\*/does not apply\* to this lease**  
\* Delete one alternative

Item 22  
[20] **Additional provisions:**

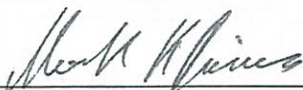

EXECUTED AS A DEED ON:

Date:	21/5/18.
-------	----------


EXECUTION & ATTESTATION  
LANDLORD/S

[If a company]

Executed by Mark Kenneth Davies and Shirly Norma Davies as Trustee for Shirmark Superannuation Fund in accordance with section 127 of the Corporations Act 2001(Cth)

*Director * <del>Sole Director/Sole Secretary</del> [*Delete one]		(Sign here)
Print Name	MARK KENNETH DAVIES	
Print usual address	50 SCORESBY ROAD BAYSWATER VIC 3153.	
*Director/*Secretary [*Delete one]		(Sign here)
Print Name	SHIRLEY NORMA DAVIES	
Print usual address	50 SCORESBY ROAD BAYSWATER VIC 3153.	

[If individual(s), then each of them needs one of these signing clauses]

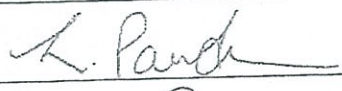
Signed, sealed and delivered by the said		(Sign here)
in the presence of:		_____
Witness Signature		
Print name	Justin Davies	
Print usual address	10 Rourke St Bayswater Vic 3153	

Signed, sealed and delivered by the said		(Sign here)
in the presence of:		_____
Witness Signature		
Print name		
Print usual address		

EXECUTION & ATTESTATION

TENANT/S

[if a company]

Executed by in accordance with section 127 of the Corporations Act 2001(Cth)	
*Director <del>*Solo Director/Solo Secretary</del> [*Delete one]	 (Sign here)
Print Name	LUKE PAINTER
Print usual address	2/22 CAMERON RD (GARDON VIC 3136
*Director/*Secretary [*Delete one]	(Sign here)
Print Name	
Print usual address	

[if individual(s), then each of them needs one of these signing clauses]

Signed, sealed and delivered by the said _____ (Sign here)	
in the presence of:	
Witness Signature	
Print name	
Print usual address	

Signed, sealed and delivered by the said _____ (Sign here)	
in the presence of:	
Witness Signature	
Print name	
Print usual address	

EXECUTION & ATTESTATION      GUARANTOR/S (if applicable)

*[If a company]*

<b>Executed by</b> in accordance with section 127 of the <i>Corporations Act 2001</i> (Cth)	
*Director *Sole Director/Sole Secretary [*Delete one]	(Sign here)
Print Name	
Print usual address	
*Director/*Secretary [*Delete one]	(Sign here)
Print Name	
Print usual address	

*[If individual(s), then each of them needs one of these signing clauses]*

<b>Signed, sealed and delivered by the said</b>	
in the presence of:	_____ (Sign here)
Witness Signature	
Print name	
Print usual address	

<b>Signed, sealed and delivered by the said</b>	
in the presence of:	_____ (Sign here)
Witness Signature	
Print name	
Print usual address	

MORTGAGEE CONSENT

Insert a consent for each party

the proprietor of Mortgage Number  
Consents to this lease.

Insert the mortgagee's execution clause



# Investor Centre

## Balance History

Currency Australian Dollar

◀ View:

AAD, X\*\*\*\*\*5134 (MR MARK KENNETH DAVIES + MRS SHIRLEY NORMA DAVIES <SHIRMARK SUPERANNUATION A/C>)

Balance as at date (dd/mm/yyyy) 30/06/2018

Displaying Balance History as at 30 Jun 2018

HIN/SRN EMP ID	Security Code	Closing Price (AUD)	Total Balance	Tradeable Balance	Total Value (AUD)
X*****5134	AAD	1.975	3,897	3,897	7,696.58

Viewing 1 - 1 of 1  
Total Value: \$ 7,696.58

Ask us now ^



# Investor Centre

## Balance History

Currency Australian Dollar

« View:

AGL, X\*\*\*\*\*5134 (MR MARK KENNETH DAVIES + MRS SHIRLEY NORMA DAVIES <SHIRMARK SUPERANNUATION A/C>)

Balance as at date (dd/mm/yyyy) 30/06/2018

Displaying Balance History as at 30 Jun 2018

HIN/SRN EMP ID	Security Code	Closing Price (AUD)	Total Balance	Tradeable Balance	Total Value (AUD)
X*****5134	AGL	22.48	374	374	8,407.52

Viewing 1 - 1 of 1  
Total Value: \$ 8,407.52

Ask us now ^

Date: 23/02/2020

Dear Sir/Madam,

Thank you for your enquiry and below is the account balance(s) of your portfolio as of close of business on: 30/06/2018

**AUSTRALIA and NEW ZEALAND BANKING GROUP  
ANZ ORDINARY SHARES**

Name	Share Type	Register	Quantity
MR MARK KENNETH DAVIES + MRS SHIRLEY NORMA DAVIES <SHIRMARK SUPERANNUATION> X*****5134	CHESS Sponsored	VIC	194

Total 194 @ \$28.24

= 5478.56

Sincerely,  
Computershare

Only Computershare managed holdings are listed.



Date: 23/02/2020

Dear Sir/Madam,

Thank you for your enquiry and below is the account balance(s) of your portfolio as of close of business on: 30/06/2018

**BHP GROUP LIMITED  
BHP ORDINARY FULLY PAID SHARES**

Name	Share Type	Register	Quantity
MR MARK KENNETH DAVIES + MRS SHIRLEY NORMA DAVIES <SHIRMARK SUPERANNUATION> X*****5134	CHESS Sponsored	VIC	275

Total 275 @ 33.91

= 9,325.25

Sincerely,  
Computershare

Only Computershare managed holdings are listed.

Date: 23/02/2020

Dear Sir/Madam,

Thank you for your enquiry and below is the account balance(s) of your portfolio as of close of business on: 30/06/2018

**CROWN RESORTS LIMITED  
CWN ORDINARY FULLY PAID SHARES**

Name	Share Type	Register	Quantity
MR MARK KENNETH DAVIES + MRS SHIRLEY NORMA DAVIES <SHIRMARK SUPERANNUATION> X*****5134	CHESS Sponsored	VIC	480

Total 480 @ \$13.50

= \$6,480

Sincerely,  
Computershare

Only Computershare managed holdings are listed.

Date: 23/02/2020

Dear Sir/Madam,

Thank you for your enquiry and below is the account balance(s) of your portfolio as of close of business on: 30/06/2018

**ISHARES ASIA 50 ETF  
CDI TRANSACTION HISTORY TO 20 JULY 2018 Unlisted**

Name	Share Type	Register	Quantity	
MR MARK KENNETH DAVIES + MRS SHIRLEY NORMA DAVIES <SHIRMARK SUPERANNUATION> X*****5134	CHESS Sponsored	NSW	341	Unlisted

Total 341 @ \$84.98  
= \$29,978.18

Sincerely,  
Computershare

Only Computershare managed holdings are listed.

Date: 23/02/2020

Dear Sir/Madam,

Thank you for your enquiry and below is the account balance(s) of your portfolio as of close of business on: 30/06/2018

**ISHARES S&P/ASX SMALL ORDINARIES ETF  
ISO ISO\_EXCHANGE TRADED FUND**

Name	Share Type	Register	Quantity
MR MARK KENNETH DAVIES + MRS SHIRLEY NORMA DAVIES <SHIRMARK SUPERANNUATION> X*****5134	CHESS Sponsored	NSW	2583 @ \$5.24 = \$13,534.92
<b>Total</b>			<b>2583</b>

Sincerely,  
Computershare

Only Computershare managed holdings are listed.

Home > History > Holdings Balance

# Holdings Balance History

Enter your search ^

### Issuer

Origin Energy Limited

### Security Class

ORG - Fully Paid Ordinary Shares

### Subregister

CHESS

### Enter Balance Date (dd/mm/yyyy)

30/06/2018 📅

Add Comparison Date

View

## Results

PLEASE NOTE: The balances shown below may not be a complete record of your current holding as there may be transactions which are not yet registered.

### Origin Energy Limited

Fully Paid Ordinary Shares

0055685134 - CHESS

### Balance Details

#### Holding Balance Date

30-Jun-2018

No of Securities

*u/v - \$10.03  
= \$5937.46*

582

\*All times are displayed in Sydney time.

Date: 23/02/2020

Dear Sir/Madam,

Thank you for your enquiry and below is the account balance(s) of your portfolio as of close of business on: 30/06/2018

*Barbara Helen*

**HEALIUS LIMITED  
HLS FULLY PAID ORDINARY SHARES**

Name	Share Type	Register	Quantity
MR MARK KENNETH DAVIES + MRS SHIRLEY NORMA DAVIES <SHIRMARK SUPERANNUATION> X*****5134	CHESS Sponsored	NSW	1020 @ 3.38 = 3437.40
<b>Total</b>			<b>1020</b>

Sincerely,  
Computershare

Only Computershare managed holdings are listed.

7-179



# Investor Centre

## Balance History

Currency Australian Dollar

« View:

WOW, X\*\*\*\*\*5134 (MR MARK KENNETH DAVIES + MRS SHIRLEY NORMA DAVIES <SHIRMARK SUPERANNUATION A/C>)

Balance as at date (dd/mm/yyyy) 30/06/2018

Displaying Balance History as at 30 Jun 2018

HIN/SRN EMP ID	Security Code	Closing Price (AUD)	Total Balance	Tradeable Balance	Total Value (AUD)
X*****5134	WOW	30.52	327	327	9,980.04

Viewing 1 - 1 of 1  
Total Value: \$ 9,980.04

Ask us now ^



# Investor Centre

## Balance History

Currency Australian Dollar

« View:

ORA, X\*\*\*\*\*5134 (MR MARK KENNETH DAVIES + MRS SHIRLEY NORMA DAVIES <SHIRMARK SUPERANNUATION A/C>)

Balance as at date (dd/mm/yyyy) 30/06/2018

Displaying Balance History as at 30 Jun 2018

HIN/SRN EMP ID	Security Code	Closing Price (AUD)	Total Balance	Tradeable Balance	Total Value (AUD)
X*****5134	ORA	3.57	1,685	1,685	6,015.45

Viewing 1 - 1 of 1  
Total Value: \$ 6,015.45

Ask us now ^



Date: 23/02/2020

Dear Sir/Madam,

Thank you for your enquiry and below is the account balance(s) of your portfolio as of close of business on: 30/06/2018

**CSL LIMITED  
CSL ORDINARY FULLY PAID SHARES**

Name	Share Type	Register	Quantity
MR MARK KENNETH DAVIES + MRS SHIRLEY NORMA DAVIES <SHIRMARK SUPERANNUATION> X*****5134	CHESS Sponsored	VIC	90
<b>Total</b>			90 @ \$192.62 = \$17,335.80

Sincerely,  
Computershare

Only Computershare managed holdings are listed.



**Contract of Sale  
for**

**Factory 3, 20 Burton Court BAYSWATER VIC**

Lukris Property Pty Ltd  
(Vendor)

and

(Purchaser)

**Professional Conveyancing Services  
Licensed Conveyancers  
633 High Street Road,  
Mount Waverley 3149**

**Tel: +61 3 9803 7866  
Fax: +61 3 9887 9379  
[pcs@proconvey.com.au](mailto:pcs@proconvey.com.au)  
[www.proconvey.com.au](http://www.proconvey.com.au)  
**Ref: 18/05004****

PARTICULARS OF SALE

**VENDOR DEPOSIT STAKEHOLDER** Michael Benjamin & Associates  
117 Centre Dandenong Road, Dingley 3172  
Tel: 9558 0840 Fax: 9558 0841

**VENDOR'S CONVEYANCER** PROFESSIONAL CONVEYANCING SERVICES  
633 High Street Road Mount Waverley 3149 ( Postal P O Box 190, Glen Waverley 3150)  
Tel: 9803 7866 Fax: 9887 9379 Dx 15008 Glen Waverley Ref: Mrs P Barrow

**PURCHASER'S REPRESENTATIVE**  
Tel: Fax: Ref:

**VENDOR** Lukris Property Pty Ltd ABN 18 001 552 611 of 3/20 Burton Court, Bayswater 3153

**PURCHASER** Mark Kenneth Davies and Shirley Norma Davies  
as Trustee for Shirmark Superannuation Fund  
of 50 Scoresby Road, Bayswater 3153  
ABN 91 287 546 303

**DESCRIPTION OF LAND** Unit 3 on Registered Strata Plan No. RP14099 and being the land described in the folio of the Register Volume 9348 Folio 914

**PROPERTY ADDRESS** known as Unit 3, 20 Burton Court, BAYSWATER 3153  
with any improvements thereon

**GOODS** Overhead lighting, fire fighting equipment, customised mezzanine level as inspected without engineer reports or guarantees and electric hot water service BUT EXCLUDING the supporting storage rack at the mezzanine level.

**PAYMENT**

Price	\$295,000.00	Plus GST
Deposit	\$ 29,500.00	10% on the signing hereof
Balance	\$265,500.00	plus GST

**SETTLEMENT** is due on the \_\_\_\_\_ day of \_\_\_\_\_ 2018

at which time the purchaser is entitled to vacant possession of the property unless the words "subject to Lease" appear in this box in which case refer to general condition 1.1  
**TOGETHER WITH** Caveat AG135657R to SPI Electricity Pty Ltd and any unregistered or appurtenant easements and to all conditions attaching thereto and in particular, subject to the lot entitlement and lot liability set out on the Registered Plan, the model rules in the Owners Corporation Act 2006, any by-laws or rules notified to the Registrar of Titles and referred to in the Plan (as amended from time to time) and any easement expressed or implied which affects the lot or lots hereby sold and created by virtue of the Subdivisions Act 1988

**SPECIAL CONDITIONS** This contract does not include any special conditions unless the words "special conditions" appear in this box:

**LOAN (refer to General Condition 14)** The following details apply if this contract is subject to a loan being approved:  
Lender: Not applicable to this sale  
Loan Amount: Not applicable to this sale  
Approval Date: Not applicable to this sale.

Subject to Lease

SPECIAL CONDITIONS

**Statement of Account**  
**KERR & THOMAS LAWYERS**

Davies from Lukris Property Pty Ltd  
Factory 3 20 Burton Court BAYSWATER VIC 3153

Description	Hand To	Receive
Purchase Price	\$295,000.00	\$0.00
Less Adjustments	\$114.90	\$0.00
Deposit	\$0.00	\$29,500.00
Our Account	\$1,341.62	\$0.00
Amount required to settle	\$0.00	\$266,956.52
	<b>\$296,456.52</b>	<b>\$296,456.52</b>

KERR & THOMAS LAWYERS  
14 May 2018  
E. & O.E.

**Statement of Adjustments as at 21/05/2018**  
**Davies from Lukris Property Pty Ltd**  
 Factory 3 20 Burton Court BAYSWATER VIC 3153

	Vendor	Purchaser
<b>Fees payable by Vendor</b>		
VIC - Vendor allows LTO fee for Discharge of Mortgage (paper)	\$114.90	\$0.00
	<hr/>	<hr/>
	<b>\$114.90</b>	<b>\$0.00</b>
	<hr/>	<hr/>
<b>Vendor to Pay Purchaser</b>	<b>\$114.90</b>	
	<hr/>	

E. & O.E.

**Statement of Settlement**

Purchase price	\$295,000.00
Less Deposit paid	\$29,500.00 ✓
Balance of Purchase Price	<hr/> \$265,500.00
Plus GST	
Less Adjustments	<hr/> \$114.90
<b>BALANCE DUE TO VENDOR</b>	<hr/> <b>\$265,385.10</b> <hr/>

**Cheques:**

To be advised by Vendor		<u>\$265,385.10</u>
	<b>Total</b>	<b>\$265,385.10</b>

## **Audit Representation Letter from Trustee(s)**

### **Shirmark Superannuation Fund**

**Year ended 30 June 2018**

To the auditor,

Dear Sir,

With respect to the audit of the financial statements of the above mentioned fund for the year ended stated, the following representations are made which are true and correct to the best of my (our) knowledge and belief that will address the necessary compliance requirements of the *Superannuation Industry (Supervision) Act 1993*.

#### **Preparation of the ATO Income Tax & Regulatory Return**

The information disclosed in the annual return is complete and accurate.

#### **Sole Purpose of the Fund**

The sole purpose of the Fund is to provide retirement and/or death benefits to its members and/or beneficiaries.

#### **Accounting Policies**

All the significant accounting policies of the Fund are adequately described in the Financial Statements and the Notes thereto. These policies are consistently applied unless specifically noted in the Financial Statements and Notes.

#### **Fund Books/Records/Minutes**

All financial books, records and relevant material relating to the transactions and activities of the Fund have been made available to you, including minutes of the Trustees' meetings, the Trust Deed (as amended) and the Rules of the Fund. The Financial Statements accurately disclose the Revenue and Expenses and the full extent of the Assets and Liabilities of the Fund.

#### **Asset Form**

The assets of the Fund are being held in an acceptable form suitable for the benefit of the members of the Fund, and have been stated at their net market value.

#### **Ownership and Pledging of Assets**

1. The Fund has satisfactory title to all assets shown in the Financial Statements
2. Investments are registered in the name of Shirmark Superannuation Fund
3. No assets of the Fund have been pledged to secure liabilities of the Fund or of any other fund or entity.

**Investments**

1. Investments are carried in the books at their net market value.
2. Amounts stated are considered reasonable in the current market condition, and there has not been any permanent diminution in their value below the amounts recorded in the Financial Statements.
3. There are no commitments, fixed or contingent, for the purchase or sale of long term investments.
4. Investment transactions and investments held are in accordance with the Investment Strategy, which has been determined with due regard to risk, return, liquidity and diversity.
5. The Trustee(s) have complied with all the Investment Standards stipulated in the Regulations relating to the SIS Act as amended.

**Trust Deed Amendments**

All amendments (if any) to the Trust Deed were made in order for the Fund to comply with the SIS Act, Regulations and any other applicable legislation relating to the operation and governance of the Fund.

**Governing Rules**

The Fund is being conducted in accordance with its Trust Deed and Governing Rules.

**Legislative Requirements**

The Fund is being conducted in accordance with the *Superannuation Industry (Supervision) Act 1993*, and the Regulations of the said Act. Including minimum pension payments to members entitled to receive a pension.

**Contributions**

The Trustees confirm the contributions, if any, received by the fund are within the limits imposed by the legislation, taking into account contributions paid by the members to other superannuation funds. Correspondence from the member(s) has been received and recorded by the trustees for all contributions from the member(s).

**Use of Assets**

All assets of the Fund have been acquired and used for the sole purpose of generating retirement benefits in accordance with the *Superannuation Industry (Supervision) Act 1993*, the Trust Deed of the Fund and the Investment Strategy of the Fund.

**Pension Payments and Withdrawal of Funds**

All pension payments (if any) and all withdrawal of funds from the accounts of the Fund have been made in accordance with statutory limitations imposed by legislation governing the Fund and all withdrawals of funds have been in accordance with the *Superannuation (Supervision) Act 1993*.

**Trustee Responsibilities**

The Trustees are aware of their responsibilities and obligations to the Members and the various regulatory bodies that govern, administer and enforce respective applicable legislation.

**Trustee Covenants**

The Trustee(s) have complied with all the Trustee Covenants set out in section 52 of the *Superannuation (Supervision) Act 1993*.

**Legal Matters**

The Trustees confirm you have been advised of all significant legal matters, and that the probability of any material revenue or expenses arising from such legal matters has been adequately accounted for, and been appropriately disclosed in the financial report.

**Related Parties**

All related party transactions have been brought to your attention.

**Disqualified person not to act as a Trustee**

There is no reason why any Trustee should be prohibited from acting as a Trustee of this Superannuation Fund.

**Information to Members**

Information relating to the transactions and activities of the Fund has been supplied in a timely manner.

**Meetings**

Meetings have been conducted in accordance with the Trust Deed and the requirements of the SIS Act. Resolutions and issues on which the Trustee(s) have voted, or on which they were required to vote have been passed by at least a 2/3rds majority of the Trustees.

**Subsequent Events**

Since the end of the financial year stated in the Financial Statements till the date of this letter, there have been no events or transactions that would have a material effect upon the Fund either financially or operationally.

Yours faithfully



\_\_\_\_\_  
Mark Davies - Trustee



\_\_\_\_\_  
Shirley Davies - Trustee



## ENGAGEMENT LETTER

To: The Trustees, Shirmark Superannuation Fund

### Scope

You have requested that we audit the financial report of Shirmark Superannuation Fund, which comprises the balance sheet as at 30 June 2018, and the income statement for the year then ended a summary of significant accounting policies, other explanatory notes and the trustees' declaration. We are pleased to confirm our acceptance and our understanding of this engagement by means of this letter. Our audit will be conducted with the objective of expressing an opinion on the financial report and compliance with the *Superannuation Industry Supervisory Act 1993*.

We will conduct our audit in accordance with Australian Auditing Standards. Those Auditing Standards require that we comply with relevant ethical requirements relating to audit engagements and plan and perform the audit to obtain reasonable assurance whether the financial report is free from material misstatement. An audit involves performing audit procedures to obtain audit evidence about the amounts and disclosures in the financial report. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial report, whether due to fraud or error. An audit also includes evaluating the appropriateness of the financial reporting framework, accounting policies used and the reasonableness of accounting estimates made by the Trustees, as well as evaluating the overall presentation of the financial report.

Because of the test nature and other inherent limitations of an audit, together with the inherent limitations of any accounting and internal control system, there is an unavoidable risk that even some material misstatements may remain undiscovered. In making our risk assessments, we consider internal control relevant to the entity's preparation of the financial report in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control.

We take this opportunity to remind you that the responsibility for the preparation and fair presentation of the financial report in accordance with Australian Accounting Standards (including the Australian Accounting Interpretations) and the *Superannuation Industry Supervisory Act 1993* is that of the trustees. Our auditor's report will explain that the trustees are responsible for the preparation and the fair presentation of the financial report in accordance with the applicable financial reporting framework and this responsibility includes:

- designing, implementing and maintaining internal control relevant to the preparation of a financial report that is free from misstatement, whether due to fraud or error;
- selecting and applying appropriate accounting policies; and
- making accounting estimates that are reasonable in the circumstances.

As part of our audit process, we will request from the trustees written confirmation concerning representations made to us in connection with the audit.

### **Other Matters under the *Corporations Act 2001***

#### *Independence*

We confirm that, to the best of our knowledge and belief, we currently meet the independence requirements of the *Corporations Act 2001* in relation to the audit of the financial report. In conducting our audit of the financial report, should we become aware that we have contravened the independence requirements of the *Corporations Act 2001*, we shall notify you on a timely basis.

We look forward to your full cooperation and make available to us whatever records, documentation and other information we request in connection with our audit.

Please sign and return the attached copy of this letter to indicate that it is in accordance with your understanding of the arrangements for our audit of the financial report.

Yours faithfully,

---

A. W. Boys  
SAN: 100014140  
Registered Company Auditor 67793

Acknowledged on behalf of Shirmark Superannuation Fund by



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Mark Davies ( Trustee )  
25th June 2019

**MINUTES OF A MEETING OF TRUSTEES OF THE SHIRMARK SUPERANNUATION FUND HELD AT 50 SCORESBY ROAD, BAYSWATER, VIC. 3153 ON THE 24TH JUNE 2019.**

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**PRESENT:** Mark Davies (Chairperson)  
Shirley Davies

**MINUTES:** The minutes of the previous trustee meeting were read and confirmed as being a true and accurate record of that meeting.

**ANNUAL ACCOUNTS:** The following were tabled:

- (a) The Special Purpose Financial Statement for the year ended 30<sup>th</sup> June 2018,
- (b) Trustees Statement with respect to the results of the fund for the year ended 30<sup>th</sup> June 2018 and the state of affairs at that date, and
- (c) Statement of Members Funds as at 30<sup>th</sup> June 2018.

After full consideration, the Trustees formed the opinion that the requirements of the Superannuation Industry (Supervision) Act 1993, hereafter referred to as SIS, regarding the preparation of accounts of the fund, the Trustees Statement and reporting of members funds had been complied with.

It was resolved that the Trustees Statement submitted to the meeting be approved and signed by the Trustees.

**INVESTMENT STRATEGY:** The investment strategy as previously formulated was reviewed and the Trustees agreed that it still suited the Fund's position and investment requirements. It was therefore agreed that no change was necessary to the Investment Strategy.

**ANNUAL AUDIT:** It was resolved to appoint Super Audits Pty Ltd as the auditors of the fund for the 2018 financial year.

**CLOSURE:** There being no further business, the Meeting then closed.

Confirmed as a correct record

 \_\_\_\_\_  
Mark Davies  
(Chairperson)

**MINUTES OF A MEETING OF TRUSTEES OF THE SHIRMARK SUPERANNUATION FUND HELD AT 50 SCORESBY ROAD, BAYSWATER, VIC. 3153 ON THE 28TH JUNE 2019.**

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**PRESENT:** Mark Davies (Chairperson)  
Shirley Davies

**MINUTES:** The minutes of the previous trustee meeting were read and confirmed as being a true and accurate record of that meeting.

**ANNUAL ACCOUNTS:** The following were tabled:

(a) Audit Certificate from Super Audits Pty Ltd for the year ended 30<sup>th</sup> June 2018, and

After full consideration, the Trustees formed the opinion that the requirements of the Superannuation Industry (Supervision) Act 1993, hereafter referred to as SIS, regarding the audit of financial accounts and operations of the fund had been complied with.

**CLOSURE:** There being no further business, the Meeting then closed.

Confirmed as a correct record



---

Mark Davies  
(Chairperson)

## The Shirmark Superannuation Fund

July 6, 2018

Mr Mark Davies  
50 Scoresby Road  
Scoresby, Vic. 3153

Dear Mark

Re: Employer Contributions

We write to confirm that we have received the amount of \$25,000.00 as Employer Contributions on your behalf for the financial period July 1, 2017 to June 30, 2018. This amount will appear on your end of year Member Benefit Statement

Should you believe this to be anything different then please contact us immediately.

Yours faithfully

**The Shirmark Retirement Fund**



Shirley Davies - *Trustee*

## The Shirmark Superannuation Fund

July 6, 2018

Mrs Shirley Davies  
50 Scoresby Road  
Scoresby, Vic. 3153

Dear Shirley

Re: Employer Contributions

We write to confirm that we have received the amount of \$25,000.00 as Employer Contributions on your behalf for the financial period July 1, 2017 to June 30, 2018. This amount will appear on your end of year Member Benefit Statement

Should you believe this to be anything different then please contact us immediately.

Yours faithfully

**The Shirmark Retirement Fund**



---

Mark Davies - *Trustee*

# The Shirmark Superannuation Fund

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July 4, 2018

Mr M Davies  
50 Scoresby Road  
Scoresby, Vic. 3153

Dear Mark

We write to confirm that we have paid the total amount of \$19,890.00 to you in relation to your Pension payment for the year ended June 30, 2018.

Should you wish to discuss this matter in further detail please do not hesitate to contact us.

Yours faithfully

The Shirmark Superannuation Fund



\_\_\_\_\_  
Shirley Davies - Trustee

## The Shirmark Superannuation Fund

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July 4, 2018

Mrs S Davies  
50 Scoresby Road  
Scoresby, Vic. 3153

Dear Shirley

We write to confirm that we have paid the total amount of \$19,110.00 to you in relation to your Pension payment for the year ended June 30, 2018.

Should you wish to discuss this matter in further detail please do not hesitate to contact us.

Yours faithfully

The Shirmark Superannuation Fund



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Mark Davies - Trustee



# The Shirmark Superannuation Fund

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## Investment Strategy

### Objectives

The objectives of the fund are to:

- Provide superannuation benefits to members and their dependants to meet their retirement needs.
- Ensure that appropriate mixes of investments are held by the fund to support these needs.
- Ensure the fund has sufficient liquidity at all times to meet all commitments.
- Maximise the tax effectiveness of fund investments thereby delivering the best long term after tax return for members.

The Investment objective of the trustees is to aim to achieve real medium to longer-term growth.

### Investment Choice

The Trustees have determined the fund's investments may include but not be limited to all or one of the following:

- Direct equities, stocks and derivatives including participation in dividend reinvestment programs and right issues, including the use of geared instalment warrants:
- Property trusts and associated investments:
- Managed investments and associated products:
- Direct residential, industrial and commercial property investment
- Deposits and investments with banks and other financial institution securities including Term Deposits, Debentures, Secured and Unsecured Notes and Bonds:
- Any other investment that the trustees may feel prudent to achieve the objective of the fund.

The Trustee may from time to time decide to seek professional advice from Accountants, Solicitors or Financial Planners in the formulation or implementation of this or any future investment strategy.

In formulating this strategy the trustees have taken into consideration relevant features of the various investments in accordance with both the fund's objectives and appropriate legislation.

In drafting this investment strategy, the trustees have taken into account all of the circumstances of the fund, including:

- the risks and likely return associated with each investment;
- the range and diversity of investments held by the fund;
- any risks coming from limited diversification;
- the liquidity of the fund's investments;
- the ages and preferences of its members;
- expected cash flow requirements; and

## The Shirmark Superannuation Fund

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- the ability of the fund to meet its existing and prospective liabilities such as paying benefits to its members.

### Policies

The policies adopted by the Trustees in order to achieve these objectives are:

- Regular monitoring of the performance of the fund's investments, the overall investment mix and the expected cash flow requirements of the fund.
- Re-balancing the fund's investment portfolio due to changes in market conditions through asset sales and new investments as appropriate.

The Trustees will aim to follow the investment strategy, however, they will at all times reserve the right to change the investment mix depending on the market situation and opportunities available to better meet the objectives of the fund.

A copy of the Investment Strategy of the fund will be available to members of the fund on request.

### Risk profile and risk tolerance

The Fund has a medium time horizon. Further the members are prepared to endure a reasonable level of volatility of returns in expectation of long term growth.

Members understand

- the trade-off between investment risk and long term capital and income growth and have indicated asset growth is a priority
- Investment risk is borne by the members, as fluctuations in investment returns will affect the level of benefits available to members.

### Insurance

The Trustees have considered whether the Fund should hold a contract of insurance for its members and concluded that additional insurance is not appropriate as the members are at an age such that insurance is not available on a cost effective basis

### Liquidity

The Members of the fund have commenced an Allocated Pension, and as such a required level of Cash will be held to meet ongoing Pension payments. Cash in excess of anticipated liquidity requirement will be invested in accordance with the Fund's investment strategy.

## The Shirmark Superannuation Fund

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### Asset Allocation

The targeted asset allocation will recognise the need to have a diversified asset mix, however, given the medium term investment horizon of the members, the allocation will have a strong growth asset bias and be focused on maximising capital growth.

The Trustees recognise the higher risk in investing predominantly in growth assets and the volatility associated with shares and property. The volatility will be compensated by the prospect of achieving higher returns and growth in the longer term. In order to minimise this risk Trustees will consider investing in different industries and sectors where possible.

The final targeted asset allocation will be in the following ranges:

<b>Growth Assets</b>	<b>Long term range</b>	<b>Current target</b>
• Australian listed equities	0%-50%	15%
• International listed equities	0%-0%	0%
• Australian listed property	0%-0%	0%
• Direct Property	0%-80%	70%
<b>Defensive assets</b>		
• Cash and term deposits	0%-50%	15%
		<b>100%</b>



\_\_\_\_\_  
Mark Davies – Trustee  
July 2, 2017



\_\_\_\_\_  
Shirley Davies - Trustee  
July 2, 2017