



**SUPERFUND - CLIENT ACCOUNTING CHECKLIST**

Client Name:	Treuel Family Super Fund	Period Ended:	30 June 2023
Client Code:	TREU02	Accountant:	Eddy Lee
Partner/Manager:	MH / SA	<b>DUE DATE:</b>	<b>28/02/2024</b>

Description	Reference	N/A	Completed	Reviewed
Points Carried Forward	<a href="#">1</a>	<input type="checkbox"/>	<input type="checkbox"/>	
Check Engagement Letter for Quote \$	<a href="#">2</a>	<input type="checkbox"/>	<input type="checkbox"/>	
Financial Statements	<a href="#">3</a>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	✓
Depreciation Schedule	<a href="#">4</a>	<input type="checkbox"/>	<input type="checkbox"/>	
Income Tax Return	<a href="#">5</a>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	✓
Members Annual Statements	<a href="#">6</a>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	✓
Client Management Letter	<a href="#">7</a>	<input type="checkbox"/>	<input type="checkbox"/>	
Section 290-170 Notices	<a href="#">8</a>	<input type="checkbox"/>	<input type="checkbox"/>	
Investment Strategy	<a href="#">9</a>	<input type="checkbox"/>	<input type="checkbox"/>	
Minutes	<a href="#">10</a>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	✓
Trial Balance	<a href="#">11</a>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	✓
Review Points	<a href="#">12</a>	<input type="checkbox"/>	<input type="checkbox"/>	
Query Sheet	<a href="#">13</a>	<input type="checkbox"/>	<input type="checkbox"/>	
Accountant Checklist	<a href="#">14</a>	<input type="checkbox"/>	<input type="checkbox"/>	
TBAR Checklist	<a href="#">15</a>	<input type="checkbox"/>	<input type="checkbox"/>	

Description	Reference	N/A	Completed	Reviewed
Bank Reconciliations	<a href="#">16</a>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	✓
Trust Tax Statements	<a href="#">17</a>	<input type="checkbox"/>	<input type="checkbox"/>	
Dividend Statements	<a href="#">18</a>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	✓
Rental Property Summary	<a href="#">19</a>	<input type="checkbox"/>	<input type="checkbox"/>	
Capital Gains Tax Reports - BGL	<a href="#">20</a>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	✓
End of Period Closing Figures	<a href="#">21</a>	<input type="checkbox"/>	<input type="checkbox"/>	
GST Reconciliation	<a href="#">22</a>	<input type="checkbox"/>	<input type="checkbox"/>	
Other Source Documents	<a href="#">23</a>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	✓
Tax Reconciliation	<a href="#">24</a>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	✓
General Ledger	<a href="#">25</a>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	✓
Create Entries Report	<a href="#">26</a>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	✓
Tax Agent Portal Reports	<a href="#">27</a>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	✓
Market Value of Investments	<a href="#">28</a>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	✓
Actuarial Certificate	<a href="#">29</a>	<input type="checkbox"/>	<input type="checkbox"/>	
Pension Documents	<a href="#">30</a>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	✓
ETP Roll-In Documents	<a href="#">31</a>	<input type="checkbox"/>	<input type="checkbox"/>	
LRBA Documentation	<a href="#">32</a>	<input type="checkbox"/>	<input type="checkbox"/>	
Super Contribution Breakdown Report	<a href="#">33</a>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	✓

Completed By:	Eddy Lee	Date:	10/07/2023
Reviewed By:		Date:	

**REVIEWED**

*By Stuart Arthur at 8:59 am, Jul 11, 2023*

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Financial statements and reports for the year ended  
30 June 2023

Treuel Family Super Fund

# Treuel Family Super Fund

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Treuel Family Super Fund  
**Statement of Financial Position**

As at 30 June 2023

	Note	2023
		\$
<b>Assets</b>		
<b>Investments</b>		
Shares in Listed Companies (Australian)		133,816.44
<b>Total Investments</b>		<u>133,816.44</u>
<b>Other Assets</b>		
AMP Acc 391454994		367.35
BOQ Acc 23400610		10.00
BOQ Term Deposit Acc 23405104		50,000.00
BOQ Term Deposit Acc 23402167		100,000.00
Superhero Trade Acc C6637853		160,858.20
Stake Trade Acc 450674		114,834.45
Income Tax Refundable		5,930.06
<b>Total Other Assets</b>		<u>432,000.06</u>
<b>Total Assets</b>		<u>565,816.50</u>
<b>Net assets available to pay benefits</b>		<u>565,816.50</u>
<b>Represented by:</b>		
<b>Liability for accrued benefits allocated to members' accounts</b>	2, 3	
Treuel, Keith - Pension (Account Based Pension)		181,968.28
Treuel, Keith - Pension (Account Based Pension 2)		94.80
Treuel, Margaret - Pension (Account Based Pension)		383,753.42
<b>Total Liability for accrued benefits allocated to members' accounts</b>		<u>565,816.50</u>

## Treuel Family Super Fund

# Detailed Statement of Financial Position

As at 30 June 2023

	Note	2023
		\$
<b>Assets</b>		
<b>Investments</b>		
Shares in Listed Companies (Australian)		
ANZ Group Holdings Limited		22,856.44
Base Resources Limited		17,000.00
Harvey Norman Holdings Limited		93,960.00
<b>Total Investments</b>		<u>133,816.44</u>
<b>Other Assets</b>		
Bank Accounts		
AMP Acc 391454994		367.35
BOQ Acc 23400610		10.00
BOQ Term Deposit Acc 23402167		100,000.00
BOQ Term Deposit Acc 23405104		50,000.00
Stake Trade Acc 450674		114,834.45
Superhero Trade Acc C6637853		160,858.20
Income Tax Refundable		5,930.06
<b>Total Other Assets</b>		<u>432,000.06</u>
<b>Total Assets</b>		<u>565,816.50</u>
<b>Net assets available to pay benefits</b>		<u>565,816.50</u>
Represented By :		
<b>Liability for accrued benefits allocated to members' accounts</b>	2, 3	
Treuel, Keith - Pension (Account Based Pension)		181,968.28
Treuel, Keith - Pension (Account Based Pension 2)		94.80
Treuel, Margaret - Pension (Account Based Pension)		383,753.42
<b>Total Liability for accrued benefits allocated to members' accounts</b>		<u>565,816.50</u>

Treuel Family Super Fund  
**Operating Statement**  
 For the year ended 30 June 2023

	Note	2023 \$
<b>Income</b>		
<b>Investment Income</b>		
Dividends Received		13,836.80
Interest Received		4,690.15
<b>Investment Gains</b>		
Changes in Market Values	5	4,813.88
<b>Contribution Income</b>		
Other Contributions		109.35
Transfers In		545,826.26
<b>Total Income</b>		<u>569,276.44</u>
<b>Expenses</b>		
Bank Charges		20.00
Non Deductible Expenses		1,980.00
		<u>2,000.00</u>
<b>Member Payments</b>		
Pensions Paid		7,390.00
<b>Total Expenses</b>		<u>9,390.00</u>
<b>Benefits accrued as a result of operations before income tax</b>		<u>559,886.44</u>
Income Tax Expense	6	(5,930.06)
<b>Benefits accrued as a result of operations</b>		<u>565,816.50</u>

# Treuel Family Super Fund

## Detailed Operating Statement

For the year ended 30 June 2023

	2023 \$
<b>Income</b>	
<b>Investment Income</b>	
Dividends Received	
Harvey Norman Holdings Limited	3,510.00
New Hope Corporation Limited	10,326.80
	<u>13,836.80</u>
Interest Received	
AMP Acc 391454994	4,690.15
	<u>4,690.15</u>
Other Contributions	
Keith Treuel	109.35
	<u>109.35</u>
Transfers In	
Treuel, Keith - Accumulation (Accumulation)	175,567.96
Treuel, Margaret - Accumulation (Accumulation)	370,258.30
	<u>545,826.26</u>
<b>Investment Gains</b>	
Realised Movements in Market Value	
Shares in Listed Companies (Australian)	
ANZ Group Holdings Limited	553.99
Base Resources Limited	3,954.76
BHP Group Limited	1,100.00
Carnaby Resources Limited	1,834.45
Fortescue Metals Group Ltd	186.32
Grange Resources Limited	475.43
New Hope Corporation Limited	2,310.89
Tesseract Limited	1,523.31
	<u>11,939.15</u>
Unrealised Movements in Market Value	
Shares in Listed Companies (Australian)	
ANZ Group Holdings Limited	(595.27)
Base Resources Limited	495.00
Harvey Norman Holdings Limited	(7,025.00)
	<u>(7,125.27)</u>
<b>Changes in Market Values</b>	<u>4,813.88</u>
<b>Total Income</b>	<u>569,276.44</u>
<b>Expenses</b>	
Bank Charges	20.00
Non Deductible Expenses	1,980.00
	<u>2,000.00</u>
<b>Member Payments</b>	
Pensions Paid	
Treuel, Keith - Pension (Account Based Pension 2)	20.00
Treuel, Keith - Pension (Account Based Pension)	2,370.00

Treuel Family Super Fund  
**Detailed Operating Statement**

For the year ended 30 June 2023

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	<b>2023</b>
	<b>\$</b>
Treuel, Margaret - Pension (Account Based Pension)	5,000.00
	<u>7,390.00</u>
<b>Total Expenses</b>	<u>9,390.00</u>
<b>Benefits accrued as a result of operations before income tax</b>	<u>559,886.44</u>
<b>Income Tax Expense</b>	
Income Tax Expense	(5,930.06)
<b>Total Income Tax</b>	<u>(5,930.06)</u>
<b>Benefits accrued as a result of operations</b>	<u>565,816.50</u>



# Treuel Family Super Fund

## Notes to the Financial Statements

For the year ended 30 June 2023

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### Note 1: Summary of Significant Accounting Policies

The trustees have prepared the financial statements on the basis that the Superannuation Fund is a non-reporting entity because it is not publicly accountable and is not required by law or governing document to prepare financial statements that comply with Australian Accounting Standards. The financial statements are therefore special purpose financial statements that have been prepared in order to meet the requirements of the Superannuation Industry (Supervision) Act 1993 and associated Regulations, the trust deed of the Fund and the needs of members.

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

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

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

#### a. Measurement of Investments

The Fund initially recognises:

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

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

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

Market value has been determined as follows:

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

#### b. Cash and Cash Equivalents

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

#### c. Revenue

# Treuel Family Super Fund

## Notes to the Financial Statements

For the year ended 30 June 2023

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### Interest revenue

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

### Dividend revenue

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

### Rental revenue

Upon entering into each contract as a lessor, the Fund assesses if the lease is a finance or operating lease. All leases have been assessed as operating leases. Rental revenue arising from operating leases on investment properties is recognised on a straight-line basis over the term of the specific lease.

### Distribution revenue

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

### Remeasurement changes in market values

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

### Contributions

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

## d. Liability for Accrued Benefits

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

## e. Income Tax

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

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

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

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

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

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

## f. Trade and Other Payables

Financial liabilities, such as trade creditors and other payables, are measured at the gross value of the outstanding balance at the end of the reporting period. The trustees have determined that the gross value of the Fund's financial liabilities is

**Treuel Family Super Fund**  
**Notes to the Financial Statements**

For the year ended 30 June 2023

equivalent to the market value. Any remeasurement changes in the gross value of non-current financial liabilities (including liabilities for members' accrued benefits) are recognised in the operating statement in the periods in which they occur.

**g. Critical Accounting Estimates and Judgements**

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

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

**Note 2: Liability for Accrued Benefits**

	<b>2023</b>
	<b>\$</b>
Liability for accrued benefits at beginning of year	0.00
Benefits accrued as a result of operations	565,816.50
Current year member movements	0.00
	<hr/>
Liability for accrued benefits at end of year	565,816.50
	<hr/>

**Note 3: Vested Benefits**

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

	<b>2023</b>
	<b>\$</b>
Vested Benefits	<hr/>
	565,816.50
	<hr/>

**Note 4: Guaranteed Benefits**

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

**Note 5: Changes in Market Values**

**Unrealised Movements in Market Value**

	<b>2023</b>
	<b>\$</b>
<b>Shares in Listed Companies (Australian)</b>	
ANZ Group Holdings Limited	(595.27)
Base Resources Limited	495.00
Harvey Norman Holdings Limited	(7,025.00)
	<hr/>
	(7,125.27)
	<hr/>
<b>Total Unrealised Movement</b>	(7,125.27)
	<hr/>

Treuel Family Super Fund  
**Notes to the Financial Statements**

For the year ended 30 June 2023

**Realised Movements in Market Value**

	<b>2023</b>
	<b>\$</b>
<b>Shares in Listed Companies (Australian)</b>	
ANZ Group Holdings Limited	553.99
BHP Group Limited	1,100.00
Base Resources Limited	3,954.76
Carnaby Resources Limited	1,834.45
Fortescue Metals Group Ltd	186.32
Grange Resources Limited.	475.43
New Hope Corporation Limited	2,310.89
Tesserent Limited	1,523.31
	<hr/>
	11,939.15
	<hr/>
<b>Total Realised Movement</b>	11,939.15
	<hr/>
<b>Changes in Market Values</b>	4,813.88
	<hr/>

**Note 6: Income Tax Expense**

The components of tax expense comprise

	<b>2023</b>
	<b>\$</b>
Current Tax	(5,930.06)
	<hr/>
Income Tax Expense	(5,930.06)
	<hr/>

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

Prima facie tax payable on benefits accrued before income tax at 15%	83,982.97
Less:	
Tax effect of:	
Non Taxable Contributions	16.40
Non Taxable Transfer In	81,873.94
Exempt Pension Income	3,668.40
Realised Accounting Capital Gains	1,790.87
Add:	
Tax effect of:	

Treuel Family Super Fund

# Notes to the Financial Statements

For the year ended 30 June 2023

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Decrease in MV of Investments	1,068.79
SMSF Non-Deductible Expenses	297.00
Pension Payments	1,108.50
Franking Credits	889.51
Tax Losses	2.85
Rounding	(0.01)
Less credits:	
Franking Credits	5,930.06
Current Tax or Refund	<hr/> <u>(5,930.06)</u> <hr/>

Treuel Family Super Fund  
**Statement of Taxable Income**

For the year ended 30 June 2023

	<b>2023</b>
	<b>\$</b>
Benefits accrued as a result of operations	559,886.44
<b>Less</b>	
Non Taxable Transfer In	545,826.26
Exempt current pension income	24,456.00
Realised Accounting Capital Gains	11,939.15
Non Taxable Contributions	109.35
	<u>582,330.76</u>
<b>Add</b>	
Decrease in MV of investments	7,125.27
SMSF non deductible expenses	1,980.00
Pension Payments	7,390.00
Franking Credits	5,930.06
	<u>22,425.33</u>
SMSF Annual Return Rounding	(0.01)
<b>Taxable Income or Loss</b>	<u>(19.00)</u>
Income Tax on Taxable Income or Loss	0.00
<b>Less</b>	
Franking Credits	5,930.06
	<u>(5,930.06)</u>
<b>CURRENT TAX OR REFUND</b>	<u>(5,930.06)</u>
Supervisory Levy	259.00
Supervisory Levy Adjustment for New Funds	259.00
<b>AMOUNT DUE OR REFUNDABLE</b>	<u>(5,412.06)</u>

**Treuel Family Super Fund**  
**Trustees Declaration**

Treuel SMSF Pty Ltd ACN: 663436959

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

The directors of the trustee company declare that:

- (i) the financial statements and notes to the financial statements for the year ended 30 June 2023 present fairly, in all material respects, the financial position of the Superannuation Fund at 30 June 2023 and the results of its operations for the year ended on that date in accordance with the accounting policies described in Note 1 to the financial statements;
- (ii) the financial statements and notes to the financial statements have been prepared in accordance with the requirements of the trust deed; and
- (iii) the operation of the superannuation fund has been carried out in accordance with its trust deed and in compliance with the requirements of the Superannuation Industry (Supervision) Act 1993 and associated Regulations during the year ended 30 June 2023.

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

.....  
Keith Treuel  
Treuel SMSF Pty Ltd  
Director

.....  
Margaret Treuel  
Treuel SMSF Pty Ltd  
Director

Dated this ..... day of .....

Treuel Family Super Fund

# Investment Summary with Market Movement

As at 30 June 2023

Investment	Units	Market Price	Market Value	Average Cost	Accounting Cost	Overall	Unrealised Current Year	Realised Movement	
<b>Cash/Bank Accounts</b>									
AMP Acc 391454994		367.350000	367.35	367.35	367.35				
BOQ Acc 23400610		10.000000	10.00	10.00	10.00				
BOQ Term Deposit Acc 23402167		100,000.000000	100,000.00	100,000.00	100,000.00				
BOQ Term Deposit Acc 23405104		50,000.000000	50,000.00	50,000.00	50,000.00				
Stake Trade Acc 450674		114,834.450000	114,834.45	114,834.45	114,834.45				
Superhero Trade Acc C6637853		160,858.200000	160,858.20	160,858.20	160,858.20				
			<b>426,070.00</b>		<b>426,070.00</b>				
<b>Shares in Listed Companies (Australian)</b>									
ANZ.AX	ANZ Group Holdings Limited	964.00	23.710000	22,856.44	24.33	23,451.71	(595.27)	(595.27)	553.99
BHP.AX	BHP Group Limited	0.00	44.990000	0.00	0.00	0.00	0.00	0.00	1,100.00
BSE.AX	Base Resources Limited	100,000.00	0.170000	17,000.00	0.17	16,505.00	495.00	495.00	3,954.76
CNB.AX	Carnaby Resources Limited	0.00	1.050000	0.00	0.00	0.00	0.00	0.00	1,834.45
FMG.AX	Fortescue Metals Group Ltd	0.00	22.180000	0.00	0.00	0.00	0.00	0.00	186.32
GRR.AX	Grange Resources Limited.	0.00	0.535000	0.00	0.00	0.00	0.00	0.00	475.43
HVN.AX	Harvey Norman Holdings Limited	27,000.00	3.480000	93,960.00	3.74	100,985.00	(7,025.00)	(7,025.00)	0.00
NHC.AX	New Hope Corporation Limited	0.00	4.850000	0.00	0.00	0.00	0.00	0.00	2,310.89
TNT.AX	Tesserent Limited	0.00	0.120000	0.00	0.00	0.00	0.00	0.00	1,523.31
			<b>133,816.44</b>		<b>140,941.71</b>	<b>(7,125.27)</b>	<b>(7,125.27)</b>	<b>11,939.15</b>	
			<b>559,886.44</b>		<b>567,011.71</b>	<b>(7,125.27)</b>	<b>(7,125.27)</b>	<b>11,939.15</b>	





# Self-managed superannuation fund annual return 2023

## Who should complete this annual return?

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

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

## To complete this annual return

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

S M I T H S T

- Place  in ALL applicable boxes.

- Postal address for annual returns:

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

For example;

**Australian Taxation Office**  
GPO Box 9845  
SYDNEY NSW 2001

## Section A: Fund information

### 1 Tax file number (TFN)

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

- To assist processing, write the fund's TFN at the top of pages 3, 5, 7, 9 and 11.

### 2 Name of self-managed superannuation fund (SMSF)

### 3 Australian business number (ABN) (if applicable)

### 4 Current postal address

Suburb/town

State/territory

Postcode

### 5 Annual return status

- Is this an amendment to the SMSF's 2023 return? **A** No **Yes**
- Is this the first required return for a newly registered SMSF? **B** No **Yes**

## 6 SMSF auditor

Auditor's name

Title: Mr Mrs Miss Ms Other

Family name

First given name

Other given names

SMSF Auditor Number

Auditor's phone number

Postal address

Suburb/town

State/territory

Postcode

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

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

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

If Part B of the audit report was qualified,  
have the reported issues been rectified?      **D** No      Yes

---

## 7 Electronic funds transfer (EFT)

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

### A Fund's financial institution account details

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

Fund BSB number

Fund account number

Fund account name

I would like my tax refunds made to this account.      [Go to C.](#)

### B Financial institution account details for tax refunds

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

BSB number

Account number

Account name

### C Electronic service address alias

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

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

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

**10 Exempt current pension income**

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

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

**No** **▶** Go to Section B: Income.

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

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

Segregated assets method **B**

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

Did the fund have any other income that was assessable?

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

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

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

## Section B: Income

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

### 11 Income

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

**G** No Yes

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

Have you applied an exemption or rollover?

**M** No Yes

Code

Net capital gain **A** \$

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

Gross interest **C** \$

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

Gross foreign income		Loss
<b>D1</b> \$	Net foreign income	<b>D</b> \$

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

Number

Transfers from foreign funds **F** \$

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

<b>Calculation of assessable contributions</b>	
Assessable employer contributions	
<b>R1</b> \$	
plus Assessable personal contributions	
<b>R2</b> \$	
plus **No-TFN-quoted contributions	
<b>R3</b> \$	
<i>(an amount must be included even if it is zero)</i>	
less Transfer of liability to life insurance company or PST	
<b>R6</b> \$	

Gross distribution from partnerships **I** \$

Loss

\*Unfranked dividend amount **J** \$

\*Franked dividend amount **K** \$

\*Dividend franking credit **L** \$

\*Gross trust distributions **M** \$

Code

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

<b>Calculation of non-arm's length income</b>	
*Net non-arm's length private company dividends	
<b>U1</b> \$	
plus *Net non-arm's length trust distributions	
<b>U2</b> \$	
plus *Net other non-arm's length income	
<b>U3</b> \$	

\*Other income **S** \$

Code

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

**Net non-arm's length income**  
(subject to 45% tax rate)  
(**U1** plus **U2** plus **U3**) **U** \$

#This is a mandatory label.

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

<b>GROSS INCOME</b> (Sum of labels <b>A</b> to <b>U</b> )	<b>W</b> \$	Loss
--	-------------	------

Exempt current pension income **Y** \$

<b>TOTAL ASSESSABLE INCOME</b> ( <b>W</b> less <b>Y</b> )	<b>V</b> \$	Loss
--	-------------	------

## Section C: Deductions and non-deductible expenses

### 12 Deductions and non-deductible expenses

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

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

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

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

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

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

#This is a mandatory label.



## Section D: Income tax calculation statement

**#Important:**

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

### 13 Calculation statement

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

#Taxable income **A \$** *(an amount must be included even if it is zero)*

#Tax on taxable income **T1 \$** *(an amount must be included even if it is zero)*

#Tax on no-TFN-quoted contributions **J \$** *(an amount must be included even if it is zero)*

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

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

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

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

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

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

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

Section 102AAM interest charge  
**G \$**

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

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

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

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



#This is a mandatory label.

**Section E: Losses**

**14 Losses**

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

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

## Section F: Member information

### MEMBER 1

Title: Mr Mrs Miss Ms Other

Family name

First given name

Other given names

### Member's TFN

See the Privacy note in the Declaration.

Day Month Year

Date of birth

### Contributions

OPENING ACCOUNT BALANCE \$

**I** Refer to instructions for completing these labels.

**A** \$ Employer contributions

**A** \$

ABN of principal employer

**A1**

Personal contributions

**B** \$

CGT small business retirement exemption

**C** \$

CGT small business 15-year exemption amount

**D** \$

Personal injury election

**E** \$

Spouse and child contributions

**F** \$

Other third party contributions

**G** \$

**H** \$ Proceeds from primary residence disposal

**H1** Receipt date / /  
Day Month Year

**I** \$ Assessable foreign superannuation fund amount

**I** \$

**J** \$ Non-assessable foreign superannuation fund amount

**J** \$

**K** \$ Transfer from reserve: assessable amount

**K** \$

**L** \$ Transfer from reserve: non-assessable amount

**L** \$

**M** \$ Contributions from non-complying funds and previously non-complying funds

**M** \$

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

**T** \$

**TOTAL CONTRIBUTIONS** **N** \$

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

### Other transactions

**S1** \$ Accumulation phase account balance

**S1** \$

Retirement phase account balance - Non CDBIS

**S2** \$

Retirement phase account balance - CDBIS

**S3** \$

TRIS Count

**CLOSING ACCOUNT BALANCE** **S** \$

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

**O** \$ Allocated earnings or losses

**O** \$

**P** \$ Inward rollovers and transfers

**P** \$

**Q** \$ Outward rollovers and transfers

**Q** \$

**R1** \$ Lump Sum payments

**R1** \$

**R2** \$ Income stream payments

**R2** \$

Loss

Code

Code

Accumulation phase value **X1** \$

Retirement phase value **X2** \$

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



**MEMBER 2**

Title: Mr Mrs Miss Ms Other

Family name

First given name

Other given names

**Member's TFN**

See the Privacy note in the Declaration.

Day Month Year

**Date of birth**

**Contributions**

OPENING ACCOUNT BALANCE \$

**!** Refer to instructions for completing these labels.

**A \$** Employer contributions

ABN of principal employer

**A1**

Personal contributions

**B \$**

CGT small business retirement exemption

**C \$**

CGT small business 15-year exemption amount

**D \$**

Personal injury election

**E \$**

Spouse and child contributions

**F \$**

Other third party contributions

**G \$**

**H \$** Proceeds from primary residence disposal

**H1** Receipt date / /

**I \$** Assessable foreign superannuation fund amount

**J \$** Non-assessable foreign superannuation fund amount

**K \$** Transfer from reserve: assessable amount

**L \$** Transfer from reserve: non-assessable amount

**M \$** Contributions from non-complying funds and previously non-complying funds

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

**M \$**

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

**Other transactions**

**S1 \$** Accumulation phase account balance

Retirement phase account balance - Non CDBIS

**S2 \$**

Retirement phase account balance - CDBIS

**S3 \$**

TRIS Count

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

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

**P \$** Inward rollovers and transfers

**Q \$** Outward rollovers and transfers

**R1 \$** Lump Sum payments Code

**R2 \$** Income stream payments Code

Accumulation phase value **X1 \$**

Retirement phase value **X2 \$**

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

## Section H: Assets and liabilities

### 15 ASSETS

15a Australian managed investments

Listed trusts **A \$**

Unlisted trusts **B \$**

Insurance policy **C \$**

Other managed investments **D \$**

### 15b Australian direct investments

#### Limited recourse borrowing arrangements

Australian residential real property

**J1 \$**

Australian non-residential real property

**J2 \$**

Overseas real property

**J3 \$**

Australian shares

**J4 \$**

Overseas shares

**J5 \$**

Other

**J6 \$**

Property count

**J7**

Cash and term deposits **E \$**

Debt securities **F \$**

Loans **G \$**

Listed shares **H \$**

Unlisted shares **I \$**

Limited recourse borrowing arrangements **J \$**

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

Residential real property **L \$**

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

Other assets **O \$**

### 15c Other investments

Crypto-Currency **N \$**

### 15d Overseas direct investments

Overseas shares **P \$**

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

Overseas residential real property **R \$**

Overseas managed investments **S \$**

Other overseas assets **T \$**

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

### 15e In-house assets

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

**A** No      Yes      **\$**

**15f Limited recourse borrowing arrangements**

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

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

---

**16 LIABILITIES**

Borrowings for limited recourse borrowing arrangements <b>V1 \$</b>	
Permissible temporary borrowings <b>V2 \$</b>	
Other borrowings <b>V3 \$</b>	
	Borrowings <b>V \$</b>
Total member closing account balances (total of all <b>CLOSING ACCOUNT BALANCES</b> from Sections F and G)	<b>W \$</b>
	Reserve accounts <b>X \$</b>
	Other liabilities <b>Y \$</b>
	<b>TOTAL LIABILITIES Z \$</b>

---

**Section I: Taxation of financial arrangements**

**17 Taxation of financial arrangements (TOFA)**

Total TOFA gains **H \$**

Total TOFA losses **I \$**

---

**Section J: Other information**

**Family trust election status**

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

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

**Interposed entity election status**

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

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

## Section K: Declarations

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

### Important

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

### Privacy

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

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

### TRUSTEE'S OR DIRECTOR'S DECLARATION:

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

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

Date  /  /   
Day / Month / Year

### Preferred trustee or director contact details:

Title: Mr Mrs Miss Ms Other

Family name

First given name

Other given names

Phone number

Email address

Non-individual trustee name (if applicable)

ABN of non-individual trustee

Time taken to prepare and complete this annual return  Hrs

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

### TAX AGENT'S DECLARATION:

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

Tax agent's signature

Date  /  /   
Day / Month / Year

### Tax agent's contact details

Title: Mr Mrs Miss Ms Other

Family name

First given name

Other given names

Tax agent's practice

Tax agent's phone number

Reference number

Tax agent number

# Losses schedule

# 2023

Companies and trusts that do not join consolidated groups should complete and attach this schedule to their 2023 tax return. Superannuation funds should complete and attach this schedule to their 2023 tax return.

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

Place  in all applicable boxes.

Refer to *Losses schedule instructions 2023*, available on our website [ato.gov.au](http://ato.gov.au) for instructions on how to complete this schedule.

Tax file number (TFN)

Name of entity

Australian business number

---

## Part A – Losses carried forward to the 2023–24 income year – excludes film losses

### 1 Tax losses carried forward to later income years

Year of loss	
2022–23	<b>B</b>
2021–22	<b>C</b>
2020–21	<b>D</b>
2019–20	<b>E</b>
2018–19	<b>F</b>
2017–18 and earlier income years	<b>G</b>
<b>Total</b>	<b>U</b>

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

### 2 Net capital losses carried forward to later income years

Year of loss	
2022–23	<b>H</b>
2021–22	<b>I</b>
2020–21	<b>J</b>
2019–20	<b>K</b>
2018–19	<b>L</b>
2017–18 and earlier income years	<b>M</b>
<b>Total</b>	<b>V</b>

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

---

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

Complete item 3 of Part B if a loss is being carried forward to later income years and the business continuity test has to be satisfied in relation to that loss.

Do not complete items 1 or 2 of Part B if, in the 2022–23 income year, no loss has been claimed as a deduction, applied against a net capital gain or, in the case of companies, losses have not been transferred in or out.

### 1 Whether continuity of majority ownership test passed

**Note:** If the entity has deducted, applied, transferred in or transferred out (as applicable) in the 2022–23 income year a loss incurred in any of the listed years, print **X** in the **Yes** or **No** box to indicate whether the entity has satisfied the continuity of majority ownership test in respect of that loss.

Year of loss		
2022–23	<b>A</b>	Yes No
2021–22	<b>B</b>	Yes No
2020–21	<b>C</b>	Yes No
2019–20	<b>D</b>	Yes No
2018–19	<b>E</b>	Yes No
2017–18 and earlier income years	<b>F</b>	Yes No

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

Tax losses **G**

Net capital losses **H**

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

Tax losses **I**

Net capital losses **J**

### 4 Do current year loss provisions apply?

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

**K** Yes No

---

## Part C – Unrealised losses – company only

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

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

**L** Yes No

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

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

**M** Yes No

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

**N** Yes No

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

**O**

---

## Part D – Life insurance companies

Complying superannuation class tax losses carried forward to later income years **P**

Complying superannuation net capital losses carried forward to later income years **Q**

---

## Part E – Controlled foreign company losses

Current year CFC losses **M**

CFC losses deducted **N**

CFC losses carried forward **O**

---

## Part F – Tax losses reconciliation statement

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

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

**SUBTRACT** Net forgiven amount of debt **C**

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

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

**SUBTRACT** Net exempt income **F**

**SUBTRACT** Tax losses forgone **G**

**SUBTRACT** Tax losses deducted **H**

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

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

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

---

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

**Important**

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

**Privacy**

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

**Taxpayer's declaration**

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

Signature

Date                      Day                      /                      Month                      /                      Year

Contact person

Daytime contact number (include area code)



# Treuel Family Super Fund

## Members Statement

Keith Treuel  
 33 Alba Place  
 Bridgeman Downs, Queensland, 4035, Australia

### Your Details

Date of Birth :	Provided	Nominated Beneficiaries:	N/A
Age:	67	Nomination Type:	N/A
Tax File Number:	Provided	Vested Benefits:	
Date Joined Fund:	27/10/2022	Total Death Benefit:	
Service Period Start Date:	29/11/1978		
Date Left Fund:			
Member Code:	TREKEI00001A		
Account Start Date:	27/10/2022		
Account Phase:	Accumulation Phase		
Account Description:	Accumulation		

### Your Balance

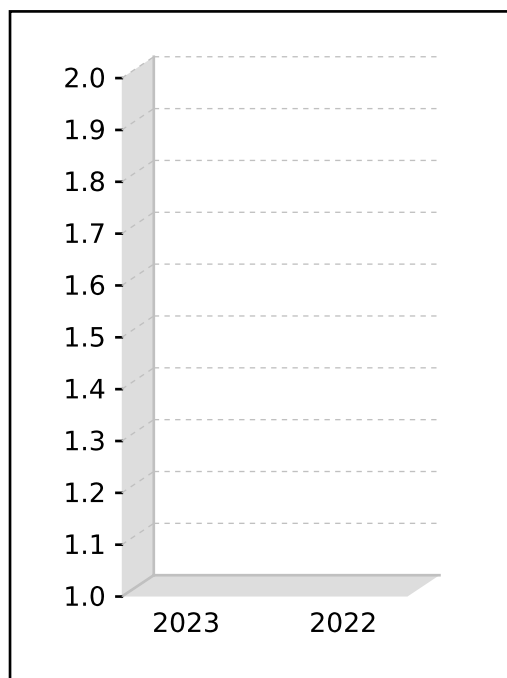
#### Total Benefits

##### Preservation Components

Preserved	(109.35)
Unrestricted Non Preserved	109.35
Restricted Non Preserved	

##### Tax Components

Tax Free	
Taxable	
Investment Earnings Rate	0.00%



### Your Detailed Account Summary

	This Year	Last Year
Opening balance at 27/10/2022		
<u>Increases to Member account during the period</u>		
Employer Contributions		
Personal Contributions (Concessional)		
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions	109.35	
Proceeds of Insurance Policies		
Transfers In	175,567.96	
Net Earnings		
Internal Transfer In		
<u>Decreases to Member account during the period</u>		
Pensions Paid		
Contributions Tax		
Income Tax		
No TFN Excess Contributions Tax		
Excess Contributions Tax		
Refund Excess Contributions		
Division 293 Tax		
Insurance Policy Premiums Paid		
Management Fees		
Member Expenses		
Benefits Paid/Transfers Out		
Superannuation Surcharge Tax		
Internal Transfer Out	175,677.31	
Closing balance at 30/06/2023	0.00	0.00

Treuel Family Super Fund  
**Members Statement**

---

**Trustee's Disclaimer**

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

Signed by all the trustees of the fund

\_\_\_\_\_  
Keith Treuel  
Director

\_\_\_\_\_  
Margaret Treuel  
Director

# Treuel Family Super Fund

## Members Statement

Keith Treuel  
 33 Alba Place  
 Bridgeman Downs, Queensland, 4035, Australia

### Your Details

Date of Birth :	Provided	Nominated Beneficiaries:	Margaret Treuel
Age:	67	Nomination Type:	N/A
Tax File Number:	Provided	Vested Benefits:	181,968.28
Date Joined Fund:	27/10/2022	Total Death Benefit:	181,968.28
Service Period Start Date:	29/11/1978		
Date Left Fund:			
Member Code:	TREKEI00002P		
Account Start Date:	16/12/2022		
Account Phase:	Retirement Phase		
Account Description:	Account Based Pension		

### Your Balance

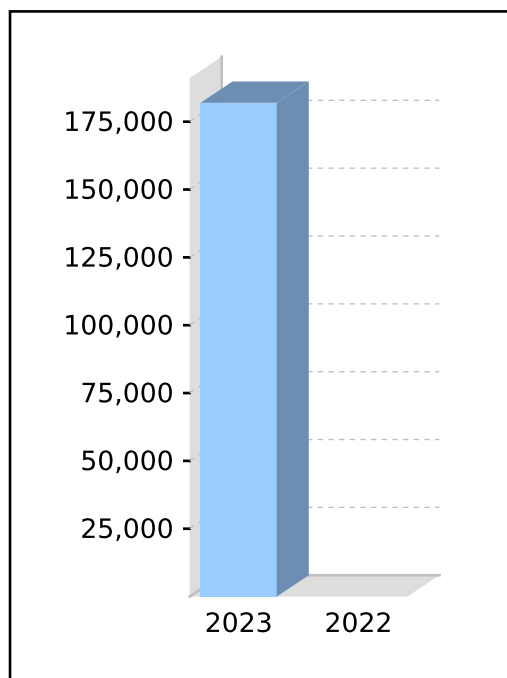
Total Benefits 181,968.28

#### Preservation Components

Preserved  
 Unrestricted Non Preserved 181,968.28  
 Restricted Non Preserved

#### Tax Components

Tax Free (15.84%) 28,820.26  
 Taxable 153,148.02  
 Investment Earnings Rate 5.01%



### Your Detailed Account Summary

	This Year	Last Year
Opening balance at 27/10/2022		
<u>Increases to Member account during the period</u>		
Employer Contributions		
Personal Contributions (Concessional)		
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		
Transfers In		
Net Earnings	8,770.32	
Internal Transfer In	175,567.96	
<u>Decreases to Member account during the period</u>		
Pensions Paid	2,370.00	
Contributions Tax		
Income Tax		
No TFN Excess Contributions Tax		
Excess Contributions Tax		
Refund Excess Contributions		
Division 293 Tax		
Insurance Policy Premiums Paid		
Management Fees		
Member Expenses		
Benefits Paid/Transfers Out		
Superannuation Surcharge Tax		
Internal Transfer Out		
Closing balance at 30/06/2023	181,968.28	0.00

Treuel Family Super Fund  
**Members Statement**

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**Trustee's Disclaimer**

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Signed by all the trustees of the fund

\_\_\_\_\_  
Keith Treuel  
Director

\_\_\_\_\_  
Margaret Treuel  
Director

# Treuel Family Super Fund

## Members Statement

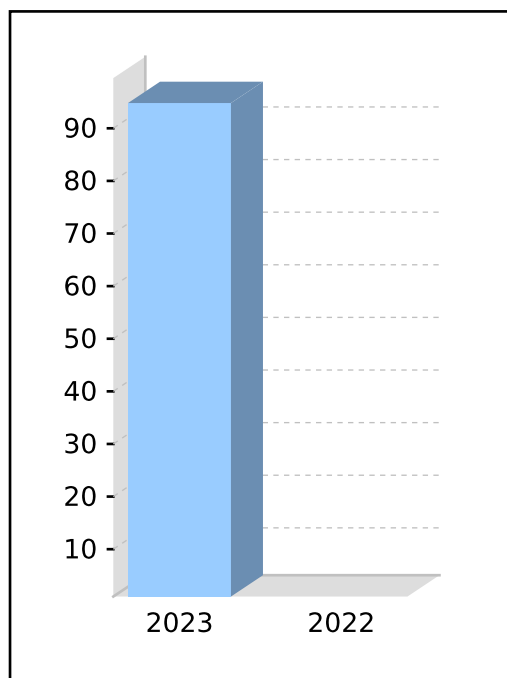
Keith Treuel  
 33 Alba Place  
 Bridgeman Downs, Queensland, 4035, Australia

### Your Details

Date of Birth :	Provided	Nominated Beneficiaries:	N/A
Age:	67	Nomination Type:	N/A
Tax File Number:	Provided	Vested Benefits:	94.80
Date Joined Fund:	27/10/2022	Total Death Benefit:	94.80
Service Period Start Date:	29/11/1978		
Date Left Fund:			
Member Code:	TREKEI00006P		
Account Start Date:	28/10/2022		
Account Phase:	Retirement Phase		
Account Description:	Account Based Pension 2		

### Your Balance

Total Benefits	94.80
<u>Preservation Components</u>	
Preserved	
Unrestricted Non Preserved	94.80
Restricted Non Preserved	
<u>Tax Components</u>	
Tax Free (100.00%)	94.80
Taxable	
Investment Earnings Rate	5.94%



### Your Detailed Account Summary

	This Year	Last Year
Opening balance at 27/10/2022		
<u>Increases to Member account during the period</u>		
Employer Contributions		
Personal Contributions (Concessional)		
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		
Transfers In		
Net Earnings	5.45	
Internal Transfer In	109.35	
<u>Decreases to Member account during the period</u>		
Pensions Paid	20.00	
Contributions Tax		
Income Tax		
No TFN Excess Contributions Tax		
Excess Contributions Tax		
Refund Excess Contributions		
Division 293 Tax		
Insurance Policy Premiums Paid		
Management Fees		
Member Expenses		
Benefits Paid/Transfers Out		
Superannuation Surcharge Tax		
Internal Transfer Out		
Closing balance at 30/06/2023	94.80	0.00

Treuel Family Super Fund  
**Members Statement**

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**Trustee's Disclaimer**

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Signed by all the trustees of the fund

\_\_\_\_\_  
Keith Treuel  
Director

\_\_\_\_\_  
Margaret Treuel  
Director

# Treuel Family Super Fund

## Members Statement

Margaret Treuel  
 33 Alba Place  
 Bridgeman Downs, Queensland, 4035, Australia

### Your Details

Date of Birth :	Provided	Nominated Beneficiaries:	N/A
Age:	73	Nomination Type:	N/A
Tax File Number:	Provided	Vested Benefits:	
Date Joined Fund:	27/10/2022	Total Death Benefit:	
Service Period Start Date:	14/07/1976		
Date Left Fund:			
Member Code:	TREMAR00001A		
Account Start Date:	27/10/2022		
Account Phase:	Accumulation Phase		
Account Description:	Accumulation		

### Your Balance

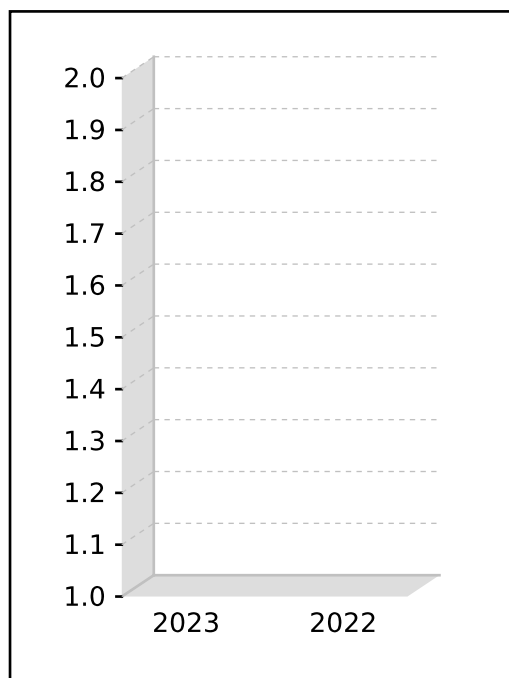
#### Total Benefits

#### Preservation Components

Preserved  
 Unrestricted Non Preserved  
 Restricted Non Preserved

#### Tax Components

Tax Free  
 Taxable  
 Investment Earnings Rate 0%



### Your Detailed Account Summary

	This Year	Last Year
Opening balance at 27/10/2022		
<u>Increases to Member account during the period</u>		
Employer Contributions		
Personal Contributions (Concessional)		
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		
Transfers In	370,258.30	
Net Earnings		
Internal Transfer In		
<u>Decreases to Member account during the period</u>		
Pensions Paid		
Contributions Tax		
Income Tax		
No TFN Excess Contributions Tax		
Excess Contributions Tax		
Refund Excess Contributions		
Division 293 Tax		
Insurance Policy Premiums Paid		
Management Fees		
Member Expenses		
Benefits Paid/Transfers Out		
Superannuation Surcharge Tax		
Internal Transfer Out	370,258.30	
Closing balance at 30/06/2023	0.00	0.00

Treuel Family Super Fund  
**Members Statement**

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**Trustee's Disclaimer**

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

Signed by all the trustees of the fund

\_\_\_\_\_  
Keith Treuel  
Director

\_\_\_\_\_  
Margaret Treuel  
Director



# Treuel Family Super Fund

## Members Statement

Margaret Treuel  
 33 Alba Place  
 Bridgeman Downs, Queensland, 4035, Australia

### Your Details

Date of Birth :	Provided	Nominated Beneficiaries:	Keith Treuel
Age:	73	Nomination Type:	N/A
Tax File Number:	Provided	Vested Benefits:	383,753.42
Date Joined Fund:	27/10/2022	Total Death Benefit:	383,753.42
Service Period Start Date:	14/07/1976		
Date Left Fund:			
Member Code:	TREMAR00003P		
Account Start Date:	16/12/2022		
Account Phase:	Retirement Phase		
Account Description:	Account Based Pension		

### Your Balance

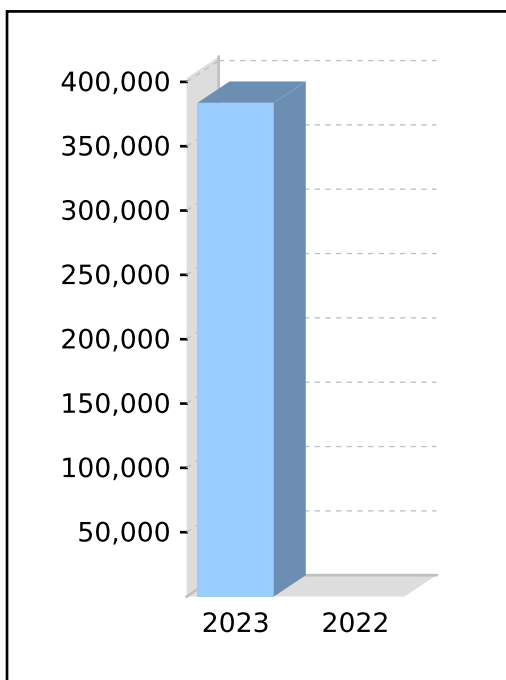
Total Benefits 383,753.42

#### Preservation Components

Preserved  
 Unrestricted Non Preserved 383,753.42  
 Restricted Non Preserved

#### Tax Components

Tax Free (10.25%) 39,319.07  
 Taxable 344,434.35  
 Investment Earnings Rate 5.01%



### Your Detailed Account Summary

	This Year	Last Year
Opening balance at 27/10/2022		
<u>Increases to Member account during the period</u>		
Employer Contributions		
Personal Contributions (Concessional)		
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		
Transfers In		
Net Earnings	18,495.12	
Internal Transfer In	370,258.30	
<u>Decreases to Member account during the period</u>		
Pensions Paid	5,000.00	
Contributions Tax		
Income Tax		
No TFN Excess Contributions Tax		
Excess Contributions Tax		
Refund Excess Contributions		
Division 293 Tax		
Insurance Policy Premiums Paid		
Management Fees		
Member Expenses		
Benefits Paid/Transfers Out		
Superannuation Surcharge Tax		
Internal Transfer Out		
Closing balance at 30/06/2023	383,753.42	0.00

Treuel Family Super Fund  
**Members Statement**

---

**Trustee's Disclaimer**

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Signed by all the trustees of the fund

\_\_\_\_\_  
Keith Treuel  
Director

\_\_\_\_\_  
Margaret Treuel  
Director

# Minutes of a meeting of the Director(s)

held on / / at 33 Alba Place, Bridgeman Downs, Queensland 4035

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- PRESENT:** Keith Treuel and Margaret Treuel
- MINUTES:** The Chair reported that the minutes of the previous meeting had been signed as a true record.
- FINANCIAL STATEMENTS OF SUPERANNUATION FUND:** It was resolved that the financial statements would be prepared as special purpose financial statements as, in the opinion of the directors of the Trustee Company, the Superannuation Fund is not a reporting entity and therefore is not required to comply with all Australian Accounting Standards.
- The Chair tabled the financial statements and notes to the financial statements of the Superannuation Fund in respect of the year ended 30 June 2023 and it was resolved that such statements be and are hereby adopted as tabled.
- TRUSTEE'S DECLARATION:** It was resolved that the trustee's declaration of the Superannuation Fund be signed.
- ANNUAL RETURN:** Being satisfied that the Fund had complied with the requirements of the Superannuation Industry (Supervision) Act 1993 (SISA) and Regulations during the year ended 30 June 2023, it was resolved that the annual return be approved, signed and lodged with the Australian Taxation Office.
- TRUST DEED:** The Chair tabled advice received from the Fund's legal adviser confirming that the fund's trust deed is consistent with all relevant superannuation and trust law.
- INVESTMENT STRATEGY:** The allocation of the Fund's assets and the Fund's investment performance over the financial year were reviewed and found to be within the acceptable ranges outlined in the investment strategy. After considering the risk, rate of return, diversification and liquidity of the investments and the ability of the Fund to discharge its existing liabilities, it was resolved that the investment strategy continues to reflect the purposes and circumstances of the Fund and its members. Accordingly, no changes in the investment strategy were required.
- INSURANCE COVER:** The trustee(s) reviewed the current life and total and permanent disability insurance coverage on offer to the members and resolved that the current insurance arrangements were appropriate for the Fund.
- ALLOCATION OF INCOME:** It was resolved that the income of the Fund would be allocated to the members based on their average daily balance (an alternative allocation basis may be percentage of opening balance).
- INVESTMENT ACQUISITIONS:** It was resolved to ratify the investment acquisitions throughout the financial year ended 30 June 2023.
- AUDITORS:** It was resolved that
- Tony Boys
- of
- PO Box 3376, Rundle Mall, South Australia 5000
- act as auditors of the Fund for the next financial year.
- TAX AGENTS:** It was resolved that
- Mark G W Herron
- act as tax agents of the Fund for the next financial year.

# Minutes of a meeting of the Director(s)

held on / / at 33 Alba Place, Bridgeman Downs, Queensland 4035

---

**TRUSTEE STATUS:**

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

**CONTRIBUTIONS RECEIVED:**

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

**CLOSURE:**

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

There being no further business the meeting then closed.

Signed as a true record –

.....

Keith Treuel

Chairperson

Treuel Family Super Fund

## Minutes of a Meeting of the Director(s)

held on 26 April 2023 at 33 Alba Place, Bridgeman Downs, Queensland 4035

---

- PRESENT:** Keith Treuel and Margaret Treuel
- PENSION COMMENCEMENT:** Keith Treuel wishes to commence a new Account Based Pension with a commencement date of 16/12/2022.
- The Pension Account Balance used to support this pension will be \$175,567.96, consisting of:
- Taxable amount of \$147,761.51; and
  - Tax Free amount of \$27,806.45
  - Tax Free proportion: 15.84%.
- CONDITION OF RELEASE:** It was resolved that the member has satisfied the condition of release of attaining age 65 and was entitled to access their benefits on their Account Based Pension.
- TRUSTEE ACKNOWLEDGEMENT:** It was resolved that Trustee(s) have agreed to this and has taken action to ensure the following:
- The member's minimum pension payments are to be made at least annually
  - An amount or percentage of the pension will not be prescribed as being left-over when the pension ceases
  - The pension can be transferred only on the death of the pensioner to their beneficiary(s).
  - The Trustee(s) will comply with ATO obligations such as PAYG withholding and payment summary obligations
  - The fund's trust deed provides for payment of this pension to the member
  - The Trustee(s) will notify the member, in writing, of their pension amount and assessable amount each year
- REVERSIONARY:** It is confirmed that the pension balance will automatically revert to Margaret Treuel upon the death of the member.
- PAYMENT:** It was resolved that the trustees have agreed to pay the pension payment for the current year of at least \$2,370.00 in the frequency of at least an annual payment.
- CLOSURE:** Signed by the trustee(s) pursuant to the Fund Deed.

  
.....  
Keith Treuel  
Chairperson

Treuel Family Super Fund

## Minutes of a Meeting of the Director(s)

held on 26 April 2023 at 33 Alba Place, Bridgeman Downs, Queensland 4035

---

**PRESENT:** Keith Treuel and Margaret Treuel

**PENSION COMMENCEMENT:** Margaret Treuel wishes to commence a new Account Based Pension with a commencement date of 16/12/2022.

The Pension Account Balance used to support this pension will be \$370,258.30, consisting of:

- Taxable amount of \$332,322.48; and
- Tax Free amount of \$37,935.82
- Tax Free proportion: 10.25%.

**CONDITION OF RELEASE:** It was resolved that the member has satisfied the condition of release of attaining age 65 and was entitled to access their benefits on their Account Based Pension.

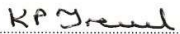
**TRUSTEE ACKNOWLEDGEMENT:** It was resolved that Trustee(s) have agreed to this and has taken action to ensure the following:

- The member's minimum pension payments are to be made at least annually
- An amount or percentage of the pension will not be prescribed as being left-over when the pension ceases
- The pension can be transferred only on the death of the pensioner to their beneficiary(s).
- The Trustee(s) will comply with ATO obligations such as PAYG withholding and payment summary obligations
- The fund's trust deed provides for payment of this pension to the member
- The Trustee(s) will notify the member, in writing, of their pension amount and assessable amount each year

**REVERSIONARY:** It is confirmed that the pension balance will automatically revert to Keith Treuel upon the death of the member.

**PAYMENT:** It was resolved that the trustees have agreed to pay the pension payment for the current year of at least \$5,000.00 in the frequency of at least an annual payment.

**CLOSURE:** Signed by the trustee(s) pursuant to the Fund Deed.

  
.....  
Keith Treuel  
Chairperson

# Minutes of a Meeting of the Director(s)

held on / / at 33 Alba Place, Bridgeman Downs, Queensland 4035

---

**PRESENT:** Keith Treuel and Margaret Treuel

**PENSION COMMENCEMENT:** Keith Treuel wishes to commence a new Account Based Pension with a commencement date of 28/10/2022.

The Pension Account Balance used to support this pension will be \$109.35, consisting of:

- Taxable amount of \$0.00; and
- Tax Free amount of \$109.35
- Tax Free proportion: 100.00%.

**CONDITION OF RELEASE:** It was resolved that the member has satisfied the condition of release of attaining age 65 and was entitled to access their benefits on their Account Based Pension.

**TRUSTEE ACKNOWLEDGEMENT:** It was resolved that Trustee(s) have agreed to this and has taken action to ensure the following:

- The member's minimum pension payments are to be made at least annually
- An amount or percentage of the pension will not be prescribed as being left-over when the pension ceases
- The pension can be transferred only on the death of the pensioner to one of their dependants or cashed as a lump sum to the pensioner's estate
- The Trustee(s) will comply with ATO obligations such as PAYG withholding and payment summary obligations
- The fund's trust deed provides for payment of this pension to the member
- The Trustee(s) will notify the member, in writing, of their pension amount and assessable amount each year

**REVERSIONARY:** The pension does not have a reversionary beneficiary.

**PAYMENT:** It was resolved that the trustees have agreed to pay the pension payment for the current year of at least \$0.00 in the frequency of at least an annual payment.

**CLOSURE:** Signed by the trustee(s) pursuant to the Fund Deed.

.....  
Keith Treuel  
Chairperson

## Treuel Family Super Fund

# Trial Balance

As at 30 June 2023

Code	Account Name	Units	Debits \$	Credits \$
<b>23900</b>	<b>Dividends Received</b>			
23900/HVN.AX	Harvey Norman Holdings Limited			3,510.00
23900/NHC.AX	New Hope Corporation Limited			10,326.80
<b>24200</b>	<b>Contributions</b>			
24200/TREKEI00001A	(Contributions) Treuel, Keith - Accumulation			109.35
24700	Changes in Market Values of Investments			4,813.88
<b>25000</b>	<b>Interest Received</b>			
25000/AMP391454994	AMP Acc 391454994			4,690.15
<b>28500</b>	<b>Transfers In</b>			
28500/TREKEI00001A	(Transfers In) Treuel, Keith - Accumulation			175,567.96
28500/TREMAR00001A	(Transfers In) Treuel, Margaret - Accumulation			370,258.30
31500	Bank Charges		20.00	
38200	Non Deductible Expenses		1,980.00	
<b>41600</b>	<b>Pensions Paid</b>			
41600/TREKEI00002P	(Pensions Paid) Treuel, Keith - Pension (Account Based Pension)		2,370.00	
41600/TREKEI00006P	(Pensions Paid) Treuel, Keith - Pension (Account Based Pension 2)		20.00	
41600/TREMAR00003P	(Pensions Paid) Treuel, Margaret - Pension (Account Based Pension)		5,000.00	
48500	Income Tax Expense			5,930.06
49000	Profit/Loss Allocation Account		565,816.50	
<b>52420</b>	<b>Contributions</b>			
52420/TREKEI00001A	(Contributions) Treuel, Keith - Accumulation			109.35
<b>52850</b>	<b>Transfers In</b>			
52850/TREKEI00001A	(Transfers In) Treuel, Keith - Accumulation			175,567.96
52850/TREMAR00001A	(Transfers In) Treuel, Margaret - Accumulation			370,258.30
<b>53100</b>	<b>Share of Profit/(Loss)</b>			
53100/TREKEI00002P	(Share of Profit/(Loss)) Treuel, Keith - Pension (Account Based Pension)			8,770.32
53100/TREKEI00006P	(Share of Profit/(Loss)) Treuel, Keith - Pension (Account Based Pension 2)			5.45
53100/TREMAR00003P	(Share of Profit/(Loss)) Treuel, Margaret - Pension (Account Based Pension)			18,495.12
<b>54160</b>	<b>Pensions Paid</b>			



## Treuel Family Super Fund

# Trial Balance

As at 30 June 2023

Code	Account Name	Units	Debits \$	Credits \$
54160/TREKEI00002P	(Pensions Paid) Treuel, Keith - Pension (Account Based Pension)		2,370.00	
54160/TREKEI00006P	(Pensions Paid) Treuel, Keith - Pension (Account Based Pension 2)		20.00	
54160/TREMAR00003P	(Pensions Paid) Treuel, Margaret - Pension (Account Based Pension)		5,000.00	
<b>56100</b>	<b>Internal Transfers In</b>			
56100/TREKEI00002P	(Internal Transfers In) Treuel, Keith - Pension (Account Based Pension)			175,567.96
56100/TREKEI00006P	(Internal Transfers In) Treuel, Keith - Pension (Account Based Pension 2)			109.35
56100/TREMAR00003P	(Internal Transfers In) Treuel, Margaret - Pension (Account Based Pension)			370,258.30
<b>57100</b>	<b>Internal Transfers Out</b>			
57100/TREKEI00001A	(Internal Transfers Out) Treuel, Keith - Accumulation		175,677.31	
57100/TREMAR00001A	(Internal Transfers Out) Treuel, Margaret - Accumulation		370,258.30	
<b>60400</b>	<b>Bank Accounts</b>			
60400/AMP391454994	AMP Acc 391454994		367.35 ✓	
60400/BOQ23400610	BOQ Acc 23400610		10.00 ✓	
60400/BOQTD23402167	BOQ Term Deposit Acc 23402167		100,000.00 ✓	
60400/BOQTD23405104	BOQ Term Deposit Acc 23405104		50,000.00 ✓	
60400/Stake450674	Stake Trade Acc 450674		114,834.45 ✓	
60400/SuperheroC6637853	Superhero Trade Acc C6637853		160,858.20 ✓	
<b>77600</b>	<b>Shares in Listed Companies (Australian)</b>			
77600/ANZ.AX	ANZ Group Holdings Limited	964.0000	22,856.44 ✓	
77600/BSE.AX	Base Resources Limited	100,000.0000	17,000.00 ✓	
77600/HVN.AX	Harvey Norman Holdings Limited	27,000.0000	93,960.00 ✓	
85000	Income Tax Payable/Refundable		5,930.06	
			<b>1,694,348.61</b>	<b>1,694,348.61</b>

Current Year Profit/(Loss): 559,886.44



## Your account details

Account type	AMP SuperEdge Saver Account
Account name	TREUEL SMSF PTY LTD ACN 663 436 959 ATF Treuel Family Super Fund
Interest rate	2.20 % pa

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## Transaction history

Some descriptions below might be cut short while we work on supporting emojis and special characters.

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transactions

Your documents has been downloaded.

Date	Description	Amount	Balan
01 Jul 2023	Credit Interest to 30/06/2023	\$35.25	\$402.
29 Jun 2023	Internet banking external transfer 013943 612071048 - Treuel SMSF Stake	- \$23,000.00	\$367.
27 Jun 2023	Direct Entry Credit Item Ref: C6637853-976901 Superhero	\$20,000.00	\$23,367.35
26 Jun 2023	Internet banking external transfer 013943 612071048 - Treuel SMSF Stake	- \$20,000.00	\$3,367.35
26 Jun 2023	Direct Entry Credit Item Ref: C6637853-239093 Superhero	\$20,000.00	\$23,367.35
26 Jun 2023	Internet banking external transfer 013943 612071048 - Treuel SMSF Stake	- \$20,000.00	\$3,367.35
23 Jun 2023	Direct Entry Credit Item Ref: C6637853-346350 Superhero	\$20,000.00	\$23,367.35
23 Jun 2023	Internet banking external transfer 013943 612071048 - Treuel SMSF Stake	- \$40,000.00	\$3,367.35
20 Jun 2023	Direct Entry Credit Item Ref: C6637853-372714 Superhero	\$20,000.00	\$43,367.35
15 Jun 2023	Transfer to Treuel SMSF P/L Stake - Treuel SMSF Stake	- \$5,000.00	\$23,367.35

Rate my experience



			BSB 939200 ACC 391454994 \$28,367.35
14 Jun 2023	Transfer to Treuel SMSF P/L Stake - Treuel SMSF Stake	- \$5,000.00	
09 Jun 2023	Direct Entry Credit Item Ref: C6637853-Superhero Superhero	\$13,141.59	\$33,367.35
08 Jun 2023	Direct Entry Credit Item Ref: C6637853-SuperHero Superhero	\$20,000.00	\$20,225.76
01 Jun 2023	Credit Interest to 31/05/2023	\$18.32	\$225.76
15 May 2023	Internet banking external transfer 484799 052181924 - Pension June 2023 - MT SML	- \$5,000.00	\$207.44
15 May 2023	Internet banking external transfer 484799 500814814 - Pension 2023 - SML Savings KT	- \$2,370.00	\$5,207.44
11 May 2023	Internet banking external transfer 802919 6273358 - Superhero - Treuel SMSF	- \$10,000.00	\$7,577.
10 May 2023	Internet banking external transfer 124001 23400610 - Treuel SMSF - BOQ	- \$30.00	\$17,577.
01 May 2023	Credit Interest to 30/04/2023	\$186.79	\$17,607.
26 Apr 2023	Internet banking external transfer 802919 6273358 - Superhero - Treuel SMSF	- \$30,000.00	\$17,420.
11 Apr 2023	Internet banking scheduled external transfer 802919 6273358 - Superhero - Treuel SMSF	- \$100,000.00	\$47,420.65
01 Apr 2023	Credit Interest to 31/03/2023	\$1,122.07	\$147,420.65
29 Mar 2023	Internet banking external transfer 124001 23400610 - Treuel SMSF - BOQ	- \$50,000.00	\$146,298.58
29 Mar 2023	Internet banking external transfer 802919 6273358 - Superhero - Treuel SMSF	- \$50,000.00	\$196,298.58
23 Mar 2023	Internet banking external transfer 802919 6273358 - Superhero - Treuel SMSF	- \$100,000.00	\$246,298.58
23 Mar 2023	Direct Entry Credit Item Ref: ATO002000017964671 ATO	\$109.35	\$346,298.58
22 Mar 2023	Internet banking external transfer 124001 23400610 - Treuel SMSF - BOQ	- \$100,000.00	\$346,189.23
21 Mar 2023	Internet banking external transfer 802919 6273358 - Superhero - Treuel SMSF	- \$100,000.00	\$446,189.23

Rate my experience

Date	Description	Debit	Credit	Balance
20 Mar 2023	Internet banking external transfer 802919 6273358 - Superhero - Treuel SMSF	- \$1,000.00		BSB 939200 ACC 391454994 \$546,189.23
01 Mar 2023	Credit Interest to 28/02/2023		\$1,256.39	\$547,189.23
01 Feb 2023	Credit Interest to 31/01/2023		\$1,388.78	\$545,932.84
09 Jan 2023	Internet banking scheduled internal transfer 939200 390154265 - Accountant - Keith Phillip Treuel	- \$2,000.00		\$544,544.06
01 Jan 2023	Credit Interest to 31/12/2022		\$717.80	\$546,544.06
16 Dec 2022	Direct Entry Credit Item Ref: 784219574490119802 Nm Superannuatio	\$370,258.30		\$545,826.26
16 Dec 2022	Direct Entry Credit Item Ref: 784219574490119793 Nm Superannuatio	\$175,567.96		\$175,567.

Rate my experience

**Important notes**

- Where transactions have been processed to your account, the interest rate applicable to your new closing balance will be updated on the following day. TI includes if you overdraw your account.
- Transactions which occur overnight will not appear in this account history until processing is completed.
- The account balance does not include transactions that have not been processed by AMP Bank.



Bank of Queensland Limited  
 ABN 32 009 656 740  
 AFSL No. 244616  
 BOQ Centre  
 Level 6, 100 Skyring Terrace  
 Newstead Qld 4006  
 GPO Box 898, Brisbane 4001  
 Telephone 1300 55 72 72  
 Facsimile (07) 3212 3399  
 www.boq.com.au

006334 036



Treuel Smsf Pty Ltd  
 AS Trustee For  
 Treuel Family Super Fund  
 33 Alba Place  
 BRIDGEMAN DOWNS QLD 4035

## STATEMENT

Account Number: 23400610  
 BSB: 124031  
 From 01-May-2023 to 31-May-2023

### Everyday Business Account

Account Details	Statement Summary
Treuel Smsf Pty Ltd	Opening Balance \$ 10.00 dr
AS Trustee For	Total Credits \$ 40.00 cr
Treuel Family Super Fund	Total Debits \$ 10.00 dr
	<b>Closing Balance \$ 20.00 cr</b>

Details as at 31-May-2023

Transactions				
Posting Date	Transaction Details	Debit	Credit	Balance
<b>2023</b>				
01-May	Opening Balance			10.00 dr
02-May	Deposit Fee Refund		10.00	0.00 cr
10-May	Direct Credit Treuel Smsf Pt Y		30.00	30.00 cr
31-May	Account Maintenance Fee	10.00		20.00 cr
31-May	Closing Balance			20.00 cr
	<b>Total Debits Et Credits</b>	<b>10.00</b>	<b>40.00</b>	

Overdrawn Rate is 17.20% p.a.

#### Regular payment arrangements

For information on Regular Payment Arrangements including:

1. Definition of a Regular Payment
2. Benefits of a Regular Payment
3. Customer Responsibilities and Obligations and
4. Customer Rights

Please refer to [www.boq.com.au/cardswitching.htm](http://www.boq.com.au/cardswitching.htm) or contact your local branch for a copy of the Terms and Conditions.

#### Fraud alert - New Visa card phone scam

A new scam has been identified where cardholders receive a call from someone claiming to be from Visa's Fraud Et Security department. The caller claims they are verifying an unusual transaction and already has many of the cardholders details, but will ultimately request the CVV (3 digit number on reverse of card) enabling fraudulent transactions to be processed. Under no circumstances will the Bank or Visa request such information. Any queries should be directed to your nearest branch or our Customer Contact Centre on 1300 55 72 72.

#### Statement Integrity

You should check all entries appearing on this statement for error or possible unauthorised transactions. For more information about your account, including details on how to dispute any of the transactions found on your statement, or the benefits, fees and charges, they can be found in the relevant Terms and Conditions or Fees and Charges booklets. You can also obtain the information at any BOQ branch, through our Customer Contact Centre on 1300 55 72 72 or by visiting our website [boq.com.au](http://boq.com.au). If you have a problem or complaint, information about our dispute resolution process is available at any branch or through the Customer Contact Centre.

#### SECURITY ALERT FOR PIN AND PAC HOLDERS - visit [www.boq.com.au](http://www.boq.com.au)

Protect your card. Always carry it with you and never give it to anybody, including family or friends. Don't tell anyone your PIN or PAC, & don't let anyone see your PIN when using ATMs/Eftpos. Don't record your PIN on your card. Don't record your PAC in the same place as your CAN, & always disguise it. If you lose your card, or think others may know your PIN or PAC, call BOQ immediately on 1800 077 024. If you do not follow these precautions or fail to inform us quickly, you may be liable for losses in accordance with EFT Code of Conduct. For details visit [www.boq.com.au](http://www.boq.com.au)



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 Facsimile (07) 3212 3399  
 www.boq.com.au

## STATEMENT

Account Number: 23400610  
 BSB: 124031  
 From 01-June-2023 to 30-June-2023

### Everyday Business Account

Account Details	Statement Summary
Treuel Smsf Pty Ltd	Opening Balance \$ 20.00 cr
AS Trustee For	Total Credits \$ 0.00 cr
Treuel Family Super Fund ✓	Total Debits \$ 10.00 dr
Details as at 30-June-2023	Closing Balance \$ 10.00 cr

Transactions		Debit	Credit	Balance
<b>2023</b>				
01-June	Opening Balance			20.00 cr
30-June	Account Maintenance Fee	10.00		10.00 cr
30-June	Closing Balance			10.00 cr ✓
<b>Total Debits &amp; Credits</b>		<b>10.00</b>	<b>0.00</b>	

Overdrawn Rate is 17.20% p.a.

#### Regular payment arrangements

For information on Regular Payment Arrangements including:

1. Definition of a Regular Payment
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Protect your card. Always carry it with you and never give it to anybody, including family or friends. Don't tell anyone your PIN or PAC, & don't let anyone see your PIN when using ATMs/Eftpos. Don't record your PIN on your card. Don't record your PAC in the same place as your CAN, & always disguise it. If you lose your card, or think others may know your PIN or PAC, call BOQ immediately on 1800 077 024. If you do not follow these precautions or fail to inform us quickly, you may be liable for losses in accordance with EFT Code of Conduct. For details visit [www.boq.com.au](http://www.boq.com.au)



53D7T6JJLT-TL02

## Account Details

23405104 Treuel Family Super Fund TD 2 - Available: \$50,000.00

## Account Information

Account Name:

Treuel Family Super Fund TD 2 ✓

## Transactions Search

Date Range

For a specified range

Start Date

01/07/2022 DD/MM/YYYY End Date 30/06/2023 DD/MM/YYYY(DD/MM/YYYY) ✓

Transaction Type

All transactions

Amount Range

\_\_\_\_\_ to \_\_\_\_\_ (\$\$.cc)

Search for Text

\_\_\_\_\_

## Transaction List Matching Search Criteria

Date	Description	Debit	Credit	Balance
31/03/2023	DEPOSIT		\$50,000.00	\$50,000.00 ✓

Please note this Transaction List is not an official statement and is subject to change.

For loan accounts, the entry described as FEE CAPITALISATION affects the balance of the loan account. The entry/entries that appear immediately before this transaction describe the fees capitalised and do not affect the balance of the loan account.





53D7T6JJLT-TL02

## Account Details

23402167 Treuel Family Super Fund TD1 - Available: \$100,000.00

## Account Information

Account Name:  
Treuel Family Super Fund TD1 ✓

## Transactions Search

Date Range For a specified range  
 Start Date 01/07/2022 DD/MM/YYYY End Date 30/06/2023 DD/MM/YYYY (DD/MM/YYYY) ✓  
 Transaction Type All transactions  
 Amount Range \_\_\_\_\_ to \_\_\_\_\_ (\$\$.cc)  
 Search for Text \_\_\_\_\_

## Transaction List Matching Search Criteria

Date	Description	Debit	Credit	Balance
23/03/2023	DEPOSIT		\$100,000.00	\$100,000.00 ✓

Please note this Transaction List is not an official statement and is subject to change.

For loan accounts, the entry described as FEE CAPITALISATION affects the balance of the loan account. The entry/entries that appear immediately before this transaction describe the fees capitalised and do not affect the balance of the loan account.



# ACCOUNT SUMMARY

STAKE AUS

01/07/2022 - 30/06/2023

Unless otherwise specified, all values are in AUD

### ACCOUNT DETAILS

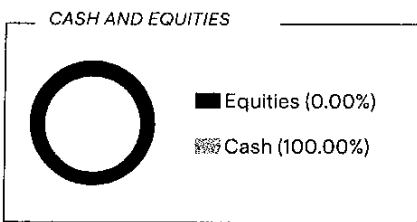
LOCAL CURRENCY	AUD
ACCOUNT NUMBER	450674
ACCOUNT NAME	TREUEL SMSF PTY LTD <TREUEL FAMILY S/F ACCOUNT>

VALUE AT START OF PERIOD	TOTAL
--------------------------	-------

Cash (settled and unsettled)	0.00
Equities	0.00

VALUE AT END OF PERIOD	TOTAL
------------------------	-------

Cash (settled and unsettled)	114,834.45
Equities	0.00



TOTAL BUYS VALUE

**A\$ 39,969.17**

TOTAL SELLS VALUE

**A\$ 41,811.80**

HOLDINGS

--

HOLDINGS BY INDUSTRY

--

TRADES	TOTAL
Transaction value	81,780.97
Buys value	39,969.17
Sells value	41,811.80

CASH TRANSACTION SUMMARY	TOTAL
Cash in	154,807.60
Cash out	39,973.15

DIVIDENDS (ESTIMATED)	TOTAL
Estimated dividends	0.00
Estimated dividends (Franked)	0.00
Estimated dividends received (Unfranked)	0.00

FEE SUMMARY	TOTAL
Brokerage (inc. GST)	8.18

## DIVIDENDS (ESTIMATED)

SYMBOL	EX DIVIDEND DATE	PAYMENT DATE	DIVIDEND PER SHARE	TYPE	QUANTITY	UNFRANKED AMOUNT	FRANKED AMOUNT	NET AMOUNT	FRANKING CREDIT	FRANK TYPE
--------	------------------	--------------	--------------------	------	----------	------------------	----------------	------------	-----------------	------------

## CASH TRANSACTIONS

DATE	TRANSACTION TYPE	AMOUNT	CARD FEE	REFERENCE
2023-06-30T18:04:44	SETTLEMENT	41,807.60	0.00	Settlement from Stake 230630
2023-06-29T11:51:48	DEPOSIT	23,000.00	0.00	
2023-06-28T01:10:43	SETTLEMENT	-39,973.15	0.00	Settlement to Stake 230628
2023-06-27T16:47:09	DEPOSIT	20,000.00	0.00	
2023-06-26T14:31:40	DEPOSIT	20,000.00	0.00	
2023-06-23T14:31:39	DEPOSIT	40,000.00	0.00	
2023-06-15T06:01:40	DEPOSIT	5,000.00	0.00	
2023-06-14T11:01:38	DEPOSIT	5,000.00	0.00	

## Cash Statement (AUS)

**Treuel Smsf Pty Ltd**  
**Treuel Family Super Fund**  
**C6637853**

**01/07/2022 to 30/06/2023**

Date	Description	Debit	Credit	Balance
20/03/2023	You deposited funds into your account		\$1,000.00	\$1,000.00
21/03/2023	You deposited funds into your account		\$100,000.00	\$101,000.00
23/03/2023	You bought 27,000 Harvey Norman Holdings shares	-\$100,985.00		\$15.00
23/03/2023	You deposited funds into your account		\$100,000.00	\$100,015.00
23/03/2023	You bought 400,000 Base Resources shares	-\$77,912.96		\$22,102.04
29/03/2023	You deposited funds into your account		\$50,000.00	\$72,102.04
03/04/2023	You sold 400,000 Base Resources shares		\$79,987.93	\$152,089.97
06/04/2023	You bought 25,817 New Hope Corporation shares	-\$149,743.60		\$2,346.37
06/04/2023	You bought 31,944 Tesserent shares	-\$2,304.97		\$41.40
11/04/2023	You deposited funds into your account		\$100,000.00	\$100,041.40
21/04/2023	You bought 2,220 BHP Group shares	-\$99,905.00		\$136.40
26/04/2023	You deposited funds into your account		\$30,000.00	\$30,136.40
27/04/2023	You bought 1,250 ANZ Group Holdings shares	-\$30,067.50		\$68.90

Date	Description	Debit	Credit	Balance
01/05/2023	You sold 1,250 ANZ Group Holdings shares		\$30,473.61	\$30,542.51
02/05/2023	You were paid an interim dividend from Harvey Norman Holdings		\$3,510.00	\$34,052.51
03/05/2023	You bought 188,888 Base Resources shares	-\$34,004.84		\$47.67
04/05/2023	You were paid a sepecial dividend from New Hope Corporation		\$2,581.70	\$2,629.37
04/05/2023	You were paid an interim dividend from New Hope Corporation		\$7,745.10	\$10,374.47
04/05/2023	You bought 442 ANZ Group Holdings shares	-\$10,347.98		\$26.49
05/05/2023	You sold 442 ANZ Group Holdings shares		\$10,495.86	\$10,522.35
05/05/2023	You sold 130,958 Base Resources shares		\$24,222.23	\$34,744.58
10/05/2023	You bought 125,000 Base Resources shares	-\$21,255.00		\$13,489.58
11/05/2023	You bought 555 ANZ Group Holdings shares	-\$13,452.64		\$36.94
11/05/2023	You deposited funds into your account		\$10,000.00	\$10,036.94
12/05/2023	You bought 409 ANZ Group Holdings shares	-\$9,999.07		\$37.87
19/05/2023	You sold 70,359 Base Resources shares		\$12,659.62	\$12,697.49
22/05/2023	You sold 112,571 Base Resources shares		\$20,257.78	\$32,955.27
24/05/2023	You bought 1,636 Fortescue Metals Group shares	-\$32,888.60		\$66.67
05/06/2023	You sold 1,636 Fortescue Metals Group shares		\$33,074.92	\$33,141.59
08/06/2023	You withdrew funds from your account to your nominated account	-\$20,000.00		\$13,141.59
09/06/2023	You withdrew funds from your account to your nominated account	-\$13,141.59		\$0.00
14/06/2023	You sold 31,944 Tesserent shares		\$3,828.28	\$3,828.28
14/06/2023	You sold 2,220 BHP Group shares		\$101,005.00	\$104,833.28
16/06/2023	You sold 25,817 New Hope Corporation shares		\$151,024.45	\$255,857.73
20/06/2023	You withdrew funds from your account to your nominated account	-\$20,000.00		\$235,857.73
22/06/2023	You bought 97,087 Grange Resources shares	-\$50,004.81		\$185,852.92

Date	Description	Debit	Credit	Balance
23/06/2023	You withdrew funds from your account to your nominated account	-\$20,000.00		\$165,852.92
26/06/2023	You withdrew funds from your account to your nominated account	-\$20,000.00		\$145,852.92
27/06/2023	You withdrew funds from your account to your nominated account	-\$20,000.00		\$125,852.92
27/06/2023	You bought 26,001 New Hope Corporation shares	-\$125,849.84		\$3.08
28/06/2023	You sold 97,087 Grange Resources shares		\$50,480.24	\$50,483.32
30/06/2023	You sold 26,001 New Hope Corporation shares		\$126,879.88	\$177,363.20
30/06/2023	You bought 100,000 Base Resources shares	-\$16,505.00		\$160,858.20 ✓
<b>TOTAL</b>		-\$888,368.40	\$1,049,226.60	

**Disclaimer**

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**Not Advice**

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Treuel Family Super Fund

# Dividend Reconciliation Report

For The Period 27 October 2022 - 30 June 2023

Date	Net Payment Received	Australian Income			Foreign Income			Withheld		
		Unfranked	Franked	Franking Credits	Foreign Income	Foreign Credits	NZ Credits	TFN Withheld	Non-Resident	LIC Deduction
<b>Shares in Listed Companies (Australian)</b>										
HVN.AX Harvey Norman Holdings Limited										
02/05/2023	3,510.00	0.00	3,510.00	1,504.29						
	3,510.00	0.00	3,510.00	1,504.29						
NHC.AX New Hope Corporation Limited										
04/05/2023	2,581.70	0.00	2,581.70	1,106.44						
04/05/2023	7,745.10	0.00	7,745.10	3,319.33						
	10,326.80	0.00	10,326.80	4,425.77						
	<b>13,836.80</b>	<b>0.00</b>	<b>13,836.80</b>	<b>5,930.06</b>						

Treuel Family Super Fund  
**Dividend Reconciliation Report**

For The Period 27 October 2022 - 30 June 2023

Date	Net Payment Received	Australian Income			Foreign Income			Withheld		
		Unfranked	Franked	Franking Credits	Foreign Income	Foreign Credits	NZ Credits	TFN Withheld	Non-Resident	LIC Deduction
TOTAL	13,836.80	0.00	13,836.80	5,930.06						

Tax Return Reconciliation

	Totals	Tax Return Label
Unfranked	0.00	J
Franked Dividends	13,836.80	K
Franking Credits	5,930.06	L

TREUEL SMSF

SHARE DIVIDENDS

2022-2023

Company	Company Name	Purchase Date	Ex-Div Date	Payment Date	Dividend	Earnings	Franking	Sold	Days Owned
HVN	Harvey Norman	22/03/2023	31/03/2023	2/05/2023	0.13	\$3,510.00	100%	Still Owned	
NHC	New Hope Corp	5/04/2023	17/04/2023	4/05/2023	0.4	\$10,326.80	100%	16/06/2023	72
						\$13,836.80	100%		

ANZ  
Next FY?

ANZ Banking

15/05/2023 **4/07/2023**

0.81 \$780.84 100%

Treuel Family Super Fund

# Realised Capital Gains Report

For The Period 27 October 2022 - 30 June 2023

Investment		Accounting Treatment				Tax Treatment						
Purchase Contract Date	Disposal Contract Date	Units	Cost	Proceeds	Accounting Profit/(Loss)	Adjusted Cost Base	Reduced Cost Base	Indexed Cost Base	Indexed Gains	Discounted Gains (Gross)	Other Gains	Capital Loss
<b>Shares in Listed Companies (Australian)</b>												
ANZ.AX - ANZ Group Holdings Limited												
01/05/2023	03/05/2023	1,250.00	30,067.50	30,473.61	406.11	30,067.50	30,067.50	0.00	0.00	0.00	406.11	0.00
08/05/2023	09/05/2023	442.00	10,347.98	10,495.86	147.88	10,347.98	10,347.98	0.00	0.00	0.00	147.88	0.00
		<b>1,692.00</b>	<b>40,415.48</b>	<b>40,969.47</b>	<b>553.99</b>	<b>40,415.48</b>	<b>40,415.48</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>553.99</b>	<b>0.00</b>
BHP.AX - BHP Group Limited												
26/04/2023	16/06/2023	2,220.00	99,905.00	101,005.00	1,100.00	99,905.00	99,905.00	0.00	0.00	0.00	1,100.00	0.00
		<b>2,220.00</b>	<b>99,905.00</b>	<b>101,005.00</b>	<b>1,100.00</b>	<b>99,905.00</b>	<b>99,905.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,100.00</b>	<b>0.00</b>
BSE.AX - Base Resources Limited												
27/03/2023	05/04/2023	400,000.00	77,912.96	79,987.93	2,074.97	77,912.96	77,912.96	0.00	0.00	0.00	2,074.97	0.00
05/05/2023	09/05/2023	130,958.00	23,575.91	24,222.23	646.32	23,575.91	23,575.91	0.00	0.00	0.00	646.32	0.00
05/05/2023	23/05/2023	57,930.00	10,428.93	10,423.28	(5.65)	10,428.93	10,428.93	0.00	0.00	0.00	0.00	(5.65)
12/05/2023	23/05/2023	12,429.00	2,113.43	2,236.34	122.91	2,113.43	2,113.43	0.00	0.00	0.00	122.91	0.00
12/05/2023	24/05/2023	112,571.00	19,141.57	20,257.78	1,116.21	19,141.57	19,141.57	0.00	0.00	0.00	1,116.21	0.00
		<b>713,888.00</b>	<b>133,172.80</b>	<b>137,127.56</b>	<b>3,954.76</b>	<b>133,172.80</b>	<b>133,172.80</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,960.41</b>	<b>(5.65)</b>
CNB.AX - Carnaby Resources Limited												
28/06/2023	30/06/2023	40,170.00	39,973.17	41,807.62	1,834.45	39,973.17	39,973.17	0.00	0.00	0.00	1,834.45	0.00
		<b>40,170.00</b>	<b>39,973.17</b>	<b>41,807.62</b>	<b>1,834.45</b>	<b>39,973.17</b>	<b>39,973.17</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,834.45</b>	<b>0.00</b>
FMG.AX - Fortescue Metals Group Ltd												
26/05/2023	07/06/2023	1,636.00	32,888.60	33,074.92	186.32	32,888.60	32,888.60	0.00	0.00	0.00	186.32	0.00
		<b>1,636.00</b>	<b>32,888.60</b>	<b>33,074.92</b>	<b>186.32</b>	<b>32,888.60</b>	<b>32,888.60</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>186.32</b>	<b>0.00</b>
GRR.AX - Grange Resources Limited.												

Treuel Family Super Fund

# Realised Capital Gains Report

For The Period 27 October 2022 - 30 June 2023

Investment		Accounting Treatment				Tax Treatment						
Purchase Contract Date	Disposal Contract Date	Units	Cost	Proceeds	Accounting Profit/(Loss)	Adjusted Cost Base	Reduced Cost Base	Indexed Cost Base	Indexed Gains	Discounted Gains (Gross)	Other Gains	Capital Loss
<b>Shares in Listed Companies (Australian)</b>												
26/06/2023	30/06/2023	97,087.00	50,004.81	50,480.24	475.43	50,004.81	50,004.81	0.00	0.00	0.00	475.43	0.00
		<b>97,087.00</b>	<b>50,004.81</b>	<b>50,480.24</b>	<b>475.43</b>	<b>50,004.81</b>	<b>50,004.81</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>475.43</b>	<b>0.00</b>
NHC.AX - New Hope Corporation Limited												
29/06/2023	30/06/2023	26,001.00	125,849.84	126,879.88	1,030.04	125,849.84	125,849.84	0.00	0.00	0.00	1,030.04	0.00
12/04/2023	20/06/2023	25,817.00	149,743.60	151,024.45	1,280.85	149,743.60	149,743.60	0.00	0.00	0.00	1,280.85	0.00
		<b>51,818.00</b>	<b>275,593.44</b>	<b>277,904.33</b>	<b>2,310.89</b>	<b>275,593.44</b>	<b>275,593.44</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,310.89</b>	<b>0.00</b>
TNT.AX - Tesserent Limited												
12/04/2023	16/06/2023	31,944.00	2,304.97	3,828.28	1,523.31	2,304.97	2,304.97	0.00	0.00	0.00	1,523.31	0.00
		<b>31,944.00</b>	<b>2,304.97</b>	<b>3,828.28</b>	<b>1,523.31</b>	<b>2,304.97</b>	<b>2,304.97</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,523.31</b>	<b>0.00</b>
		<b>940,455.00</b>	<b>674,258.27</b>	<b>686,197.42</b>	<b>11,939.15</b>	<b>674,258.27</b>	<b>674,258.27</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>11,944.80</b>	<b>(5.65)</b>
		<b>940,455.00</b>	<b>674,258.27</b>	<b>686,197.42</b>	<b>11,939.15</b>	<b>674,258.27</b>	<b>674,258.27</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>11,944.80</b>	<b>(5.65)</b>

## TRADES

SYMBOL	DATE	SETTLEMENT DATE	SIDE	UNITS	EFFECTIVE PRICE	NET AMOUNT	BROKERAGE (INC. GST)	GST	CONTRACT NOTE
CNB	2023-06-28	2023-06-30	SELL	40,170	1.04	-41,811.80	4.18	0.38	3043062
CNB	2023-06-26	2023-06-28	BUY	40,170	1.00	39,969.17	4.00	0.36	3032526

## Transaction Statement (AUS)

Treuel Smsf Pty Ltd  
Treuel Family Super Fund  
C6637853

01/07/2022 to 30/06/2023

Still owned.

includes Brokerage

includes Brokerage

Transaction Date	Settlement Date	Security	Security Code	Transaction Type	Quantity	Average Price	Net Amount	Brokerage	GST	Tax
23/03/2023	27/03/2023	Harvey Norman Holdings	HVN ✓	Buy	27,000 ✓	\$3.7402	-\$100,985.00	\$5.00	\$0.45	\$0.00 ✓
23/03/2023	27/03/2023	Base Resources	BSE	Buy	400,000	\$0.1948	-\$77,912.96	\$5.00	\$0.45	\$0.00 ✓
03/04/2023	05/04/2023	Base Resources	BSE	Sell	400,000	\$0.2000	\$79,987.93	\$5.00	\$0.45	\$0.00 ✓
06/04/2023	12/04/2023	New Hope Corporation	NHC	Buy	25,817	\$5.8002	-\$149,743.60	\$5.00	\$0.45	\$0.00 ✓
06/04/2023	12/04/2023	Tesserent	TNT	Buy	31,944	\$0.0722	-\$2,304.97	\$5.00	\$0.45	\$0.00 ✓
21/04/2023	26/04/2023	BHP Group	BHP	Buy	2,220	\$45.0023	-\$99,905.00	\$5.00	\$0.45	\$0.00 ✓
27/04/2023	01/05/2023	ANZ Group Holdings	ANZ	Buy	1,250	\$24.0540	-\$30,067.50	\$5.00	\$0.45	\$0.00 ✓
01/05/2023	03/05/2023	ANZ Group Holdings	ANZ	Sell	1,250	\$24.3789	\$30,473.61	\$5.00	\$0.45	\$0.00 ✓
03/05/2023	05/05/2023	Base Resources	BSE	Buy	188,888	\$0.1800	-\$34,004.84	\$5.00	\$0.45	\$0.00
04/05/2023	08/05/2023	ANZ Group Holdings	ANZ	Buy	442	\$23.4117	-\$10,347.98	\$5.00	\$0.45	\$0.00
05/05/2023	09/05/2023	ANZ Group Holdings	ANZ	Sell	442	\$23.7463	\$10,495.86	\$5.00	\$0.45	\$0.00
05/05/2023	09/05/2023	Base Resources	BSE	Sell	130,958	\$0.1850	\$24,222.23	\$5.00	\$0.45	\$0.00
10/05/2023	12/05/2023	Base Resources	BSE	Buy	125,000	\$0.1700	-\$21,255.00	\$5.00	\$0.45	\$0.00

Transaction Date	Settlement Date	Security	Security Code	Transaction Type	Quantity	Average Price	Net Amount	Brokerage	GST	Tax
11/05/2023	15/05/2023	ANZ Group Holdings	ANZ ✓	Buy	555 ✓	\$24.2390	-\$13,452.64	\$5.00	\$0.45	\$0.00
12/05/2023	16/05/2023	ANZ Group Holdings	ANZ ✓	Buy	409 ✓	\$24.4476	-\$9,999.07	\$5.00	\$0.45	\$0.00
19/05/2023	23/05/2023	Base Resources	BSE	Sell	70,359	\$0.1799	\$12,659.62	\$5.00	\$0.45	\$0.00
22/05/2023	24/05/2023	Base Resources	BSE	Sell	112,571	\$0.1800	\$20,257.78	\$5.00	\$0.45	\$0.00
24/05/2023	26/05/2023	Fortescue Metals Group	FMG	Buy	1,636	\$20.1031	-\$32,888.60	\$5.00	\$0.45	\$0.00
05/06/2023	07/06/2023	Fortescue Metals Group	FMG	Sell	1,636	\$20.2169	\$33,074.92	\$5.00	\$0.45	\$0.00
14/06/2023	16/06/2023	Tessarent	TNT	Sell	31,944	\$0.1198	\$3,828.28	\$5.00	\$0.45	\$0.00
14/06/2023	16/06/2023	BHP Group	BHP	Sell	2,220	\$45.4977	\$101,005.00	\$5.00	\$0.45	\$0.00 ✓
16/06/2023	20/06/2023	New Hope Corporation	NHC	Sell	25,817	\$5.8498	\$151,024.45	\$5.00	\$0.45	\$0.00 ✓
22/06/2023	26/06/2023	Grange Resources	GRR	Buy	97,087	\$0.5151	-\$50,004.81	\$5.00	\$0.45	\$0.00
27/06/2023	29/06/2023	New Hope Corporation	NHC	Buy	26,001	\$4.8402	-\$125,849.84	\$5.00	\$0.45	\$0.00
28/06/2023	30/06/2023	Grange Resources	GRR	Sell	97,087	\$0.5199	\$50,480.24	\$5.00	\$0.45	\$0.00
30/06/2023	04/07/2023	New Hope Corporation	NHC	Sell	26,001	\$4.8798	\$126,879.88	\$5.00	\$0.45	\$0.00
30/06/2023	04/07/2023	Base Resources	BSE ✓	Buy	100,000 ✓	\$0.1651	-\$16,505.00	\$5.00	\$0.45	\$0.00
TOTAL							-\$130,837.01	\$135.00	\$12.15	\$0.00

Still owned.





# HerronAccountants

## TAX INVOICE

ABN: 16 134 060 432

Treuel Family Super Fund  
33 Alba Pl  
BRIDGEMAN DOWNS QLD 4035

Invoice Number NLF0000267  
Invoice Date: 11 November 2022  
Due Date: 25 November 2022  
Total Due: \$1,980.00

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

#### Treuel Family Super Fund

Establishment of your new SMSF 'Treuel Family Super Fund' including all outlays paid on your behalf

Application for ABN and TFN registrations

#### Treuel SMSF Pty Ltd

Establishment of your new company 'Treuel SMSF Pty Ltd' including all outlays paid on your behalf

	1,800.00
Amount subject to GST	1,800.00
GST	180.00
<b>TOTAL</b>	<b>\$1,980.00</b>



### Remittance Advice - Please return with your payment

Payment required within Fourteen (14) Days from date of Invoice  
Invoice Due Date: 25 November 2022

### PAYMENT OPTIONS

#### Please Forward Cheques to:

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

#### Direct Deposit

BSB: 124001  
BoQ Account No: 21374214

#### Credit Card: Mastercard/Visa (Please circle)

Card No: \_ \_ \_ \_ - \_ \_ \_ - \_ \_ \_ - \_ \_ \_

Expires: \_ \_ - \_ \_ CVV: \_ \_ \_

Name on Card: \_\_\_\_\_

Signature: \_\_\_\_\_

#### Payment Information

Client Code: TREU02  
Invoice No: NLF0000267  
Amount Due: \$1,980.00  
Amount Paid: \$ \_\_\_\_\_



# Application for registration as an Australian company (For Record Purposes Only)

Use this form to apply to ASIC for registration of a company under the *Corporations Act 2001*.

## Related Forms

- 208 - Notification of details of shares allotted other than for cash
- 207Z - Certification of compliance with stamp duty law
- 432 - Application to approve registration of a company name without the word "Limited"

If there is insufficient space in any section of the form, you may photocopy the relevant page(s) and submit as part of this lodgement

## Lodgement details

An image of this form will be available as part of the public register.

### Who should ASIC contact if there is a query about this form?

ASIC registered agent number (if applicable)

35776

Firm/organisation

NOWINFINITY PTY LTD

Contact name/position description

PHILIP BOADI, SYSTEM COMPLIANCE MANAGER

Telephone number (during business hours)

( 02 ) 8045 0067

Email address (optional)

philip.boadi@class.com.au

Postal address

PO BOX A347

Suburb/City

Sydney South

State/Territory

NSW

Postcode

1235

## 1 State/territory of registration

I apply for registration of the company under the *Corporations Act 2001* and nominate the State or Territory in which the company will be taken to be registered.

QLD Give State or Territory

## 2 Details of the company

Does the company have a proposed company name?

Yes

If yes, the proposed company name is

Treuel SMSF Pty Ltd

Name reservation number (if any)

No

The company name on registration will be its Australian Company Number (ACN).

Tick the legal elements that apply

Pty.

Ltd.

Proprietary

Limited

No liability

NL

no legal elements (s150 companies only—see guide for details.)

## 2 Continued ... Further details of the company

Is the proposed name identical to a registered business name(s)?

Yes  No

If yes, I declare that I own, or am registering the company for the owner(s) of the identical business name(s), the registration details of which are listed below.

Business number	State/Territory of registration

Type of company	Class of company	Special purpose (if applicable)
<input checked="" type="checkbox"/> proprietary company	<input type="checkbox"/> limited by shares <input type="checkbox"/> unlimited with a share capital	<input type="checkbox"/> home unit (HUNT) <input checked="" type="checkbox"/> superannuation trustee (PSTC) <input type="checkbox"/> charitable purposes only (PNPC)
<input type="checkbox"/> public company	<input type="checkbox"/> limited by shares <input type="checkbox"/> limited by guarantee <input type="checkbox"/> unlimited with a share capital <input type="checkbox"/> no liability	<input type="checkbox"/> superannuation trustee (ULSS) <input type="checkbox"/> charitable purposes only (ULSN) <input type="checkbox"/> s150 company (You must also lodge a Form 432—see Guide for details)

**Special purpose company**  
Refer to Guide for descriptions of special purpose companies.

If this is a special purpose company, tick the box below to make the declaration.

I declare that this company is a special purpose company as defined under Regulation 3 of the Corporations (Review Fees) Regulations 2003.

A public company that is:  
 • a superannuation trustee, or  
 • for charitable purposes only, or  
 • a s150 company  
 must have a constitution.

### Governance of a public company

- The company will rely entirely on replaceable rules  
 The company has a constitution

**A proposed public company which has adopted a "Constitution" must lodge a copy of the constitution with this application.**

If the proposed company is to be a public company **limited by guarantee**, state the amount of the guarantee that each member agrees to in writing.

The amount of the member's guarantee is \$  (insert amount)

**Registered office**  
You cannot use a PO Box address

At the office of, C/- (if applicable)

Office, unit, level

Street number and Street name

Suburb/City <input type="text" value="NORTH LAKES"/>	State/Territory <input type="text" value="QLD"/>	Postcode <input type="text" value="4509"/>
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## 2 Continued ... Further details of the company

Does the company occupy the premises?

Yes

No

If no, name of occupier

Herron Accountants

Occupier's consent (Select box to indicate the statement below is correct)

The occupier of the premises has consented in writing to the use of the specified address as the address of the registered office of the company and has not withdrawn that consent.

### Office hours

For a public company

a. Registered office of a public company is open to the public each business day from at least 10 am to 12 noon and 2 pm to 4 pm.

b. Registered office of a public company is open to the public each business day for at least 3 hours between 9 am and 5 pm.

If b, insert hours open

from am/pm

close

to am/pm

### Principal place of business

If same as registered office, write "as above".

Office, unit, level

Street number and Street name

33 Alba Place

Suburb/City

BRIDGEMAN DOWNS

State/Territory

QLD

Postcode

4035

Country (if not Australia)

## 3 Appoint officeholder

A public company must have a minimum of 3 directors (2 resident in Australia) and 1 secretary (resident in Australia).

A proprietary company must have a minimum of 1 director (resident in Australia). The office of secretary is optional, but if appointed one must reside in Australia.

Officeholder(s) appointment date shall be effective from the beginning of the day on which the company becomes registered.

### Office held

Director

Secretary

Family name

Given names

Treuel, Keith Phillip

Former name

Street number and Street name

33 Alba Place

Suburb/City

BRIDGEMAN DOWNS

State/Territory

QLD

Postcode

4035

Country (if not Australia)

Date of birth

1 9 / 1 2 / 5 5  
[D] [D] [M] [M] [Y] [Y]

Place of birth (town/city)

RICHMOND

(state/country)

Victoria

### 3 Continued ... Appoint another officeholder

A public company must have a minimum of 3 directors (2 resident in Australia) and 1 secretary (resident in Australia).

A proprietary company must have a minimum of 1 director (resident in Australia). The office of secretary is optional, but if appointed one must reside in Australia.

Officeholder(s) appointment date shall be effective from the beginning of the day on which the company becomes registered.

#### Office held

Director

Secretary

Family name

Given names

Treuel, Margaret

Former name

Street number and Street name

33 Alba Place

Suburb/City

BRIDGEMAN DOWNS

State/Territory

QLD

Postcode

4035

Country (if not Australia)

Date of birth

3 1 / 0 5 / 5 0  
[D] [D] [M] [M] [Y] [Y]

Place of birth (town/city)

YOUNG

(state/country)

New South Wales

### 3 Continued ... Appoint another officeholder

A public company must have a minimum of 3 directors (2 resident in Australia) and 1 secretary (resident in Australia).

A proprietary company must have a minimum of 1 director (resident in Australia). The office of secretary is optional, but if appointed one must reside in Australia.

Officeholder(s) appointment date shall be effective from the beginning of the day on which the company becomes registered.

#### Office held

Director

Secretary

Family name

Given names

Former name

Street number and Street name

Suburb/City

State/Territory

Postcode

Country (if not Australia)

Date of birth

[ ] [ ] / [ ] [ ] / [ ] [ ]  
[D] [D] [M] [M] [Y] [Y]

Place of birth (town/city)

(state/country)

### 4 Identify ultimate holding company

Will the company have an ultimate holding company upon registration?

Yes

— If yes, provide the following details of the ultimate holding company

Company name

ACN/ARBN/ABN

Country of incorporation (if not Australia)

No

## 5 Share structure table

Details of shares issued by the company. Please show all details of shares that the company has on issue at the time of this application.

### Standard share codes

Refer to the table for the share class codes for sections 5 and 6.

Share class code	Full title	Share class code	Full title
A	A	PRF	preference
B	B ...etc	CUMP	cumulative preference
EMP	employee's	NCP	non-cumulative preference
FOU	founder's	REDP	redeemable preference
LG	life governor's	NRP	non-redeemable preference
MAN	management	CRP	cumulative redeemable preference
ORD	ordinary	NCRP	non-cumulative redeemable preference
RED	redeemable	PARP	participative preference
SPE	special		

If you are using the standard share class codes you do not need to provide the full title for the shares, just the share class code.

If you are not using the standard share class code, enter a code of no more than 4 letters and then show the full title.

Share class code	Full title if not standard	Total number of shares	Total amount paid on these shares	Total amount unpaid on these shares
ORD	Ordinary Shares	120	120.00	0

Are any of these shares issued other than for cash?

 Yes

If yes, will some or all of the shares be issued under a written contract?

 Yes

If yes: **Proprietary companies**

Lodge a Form 207Z certifying that all stamp duties have been paid.

**Public companies**

Lodge a Form 207Z and either a Form 208 or a copy of the contract.

 No

If no: **Proprietary companies**

Continue to **Section 6 Details of members.**

**Public companies**

Lodge a Form 208.

 No

If no, continue to **Section 6 Details of members.**

## 6 Details of members

Use this section to notify the name and address of each person who consents to become a member.

If shares are jointly owned, provide names and addresses of all joint-owners on a separate sheet (annexure), clearly indicating the share class and with whom the shares are jointly owned.

Please complete a separate section below for each member, print additional copies of page 7 if more members are required.

### Member details and shareholding

Indicate whether the member is an individual or a company and provide the:

- name of the individual or company
- address of the individual or company, and
- shareholding.

<input checked="" type="checkbox"/> Family name	Given names
Treuel	Keith Phillip
OR	Joint Shareholder
<input type="checkbox"/>	
Company name	
ACN/ARBN/ ABN	

Address of individual or company

Office, unit, level, or PO Box number		
Street number and Street name		
33 Alba Place		
Suburb/City	State/Territory	Postcode
BRIDGEMAN DOWNS	QLD	4035
Country (if not Australia)		

Complete each column for each share class the above member has agreed, in writing, to take up.

**Note:** Beneficially held usually means that the owner of the shares is entitled to the direct benefit from the shares. For example, benefits could include the entitlements to payments in relation to any dividends. Shares held by a person as trustee, nominee or on account of another person are non-beneficially held.

Share class code	Number of shares taken up	Amount agreed to pay per share	Total \$ paid on these shares	Amount unpaid per share	Total \$ unpaid on these shares	Fully paid (y/n)	Beneficially held (y/n)
ORD	60	1.00	60.00		0	y	y





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## Declaration by applicant

I/we apply for registration of a company on the basis of the information in this form and any attachments. I/we have the necessary written consents and agreements referred to in the application concerning the member and officeholders and I/we shall give the consents and agreements to the company after the company becomes registered. The information provided in this application and in any annexures is true and correct at the time of signing.

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Name of applicant

Mark Herron

Date of submission

2	7	/	1	0	/	2	2
[D	D]		[M	M]		[Y	Y]

## Accountants Notes Treuel Family SMSF

1. We currently have 2 bank accounts and 2 term deposit for the SMSF. ✓

- AMP 939200 391454994 Transaction Account
- BOQ 124-001 23400610 Transaction Account
- BOQ Term Deposit 1
- BOQ Term Deposit 2

2. We currently use 2 brokers for our share trading

- Superhero ✓
- Stake - Cheaper brokerage which includes CHESS registration

All trades in 2022/2023 occurred in less than a year for Capital Gains purposes

All sales of shares where we had earned a dividend were past the 45day ownership period.

3. Paid out of the fund

Pension Margaret Treuel 15/05/2023	\$5000.00
Pension Keith Treuel 15/05/2023	\$2370.00
9/01/2023 Accountants setup costs	\$2000.00

4. Interest Received

AMP \$4690.15

BOQ NIL

5. No Life/Income Protection Insurance owned by SMSF.

TREUEL SMSF

SHARE DIVIDENDS

2022-2023

Company	Company Name	Purchase Date	Ex-Div Date	Payment Date	Dividend	Earnings	Franking	Sold	Days Owned
HVN	Harvey Norman	22/03/2023	31/03/2023	2/05/2023	0.13	\$3,510.00	100%	Still Owned	
NHC	New Hope Corp	5/04/2023	17/04/2023	4/05/2023	0.4	\$10,326.80	100%	16/06/2023	72
						\$13,836.80	100%		

ANZ  
Next FY?

ANZ Banking	15/05/2023	<u>4/07/2023</u>	0.81	\$780.84	100%
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Date	ASX CODE	Company Name	Number of Shares Purchased	Number of Shares Sold	Price per Share	TOTAL PURCHASED	TOTAL SOLD	PROFIT/LOSS	Brokerage	Broker
22/03/2023	HVN	Harvey Norman	27,000		\$3.7400000	\$ 100,980.00			-\$ 5.00	Superhero
	HVN	Harvey Norman		0			\$ -			
						\$ 100,980.00	NIL	NIL		
23/03/2023	BSE	Base Resources Ltd.	363,182		0.195	\$ 70,820.49			-\$ 5.00	Superhero
23/03/2023	BSE	Base Resources Ltd.	36,818		0.1925	\$ 7,087.47				
3/04/2023	BSE	Base Resources Ltd.		398579	0.2		\$ 79,715.80			
3/04/2023	BSE	Base Resources Ltd.		17	0.1975		\$ 3.36			
3/04/2023	BSE	Base Resources Ltd.		1,404	0.19500000		\$ 273.78		-\$ 5.00	
			400,000	400,000		\$ 77,907.96	\$ 79,992.94	\$ 2,084.98		
5/04/2023	NHC	New Hope Limited	25817		5.80000000	\$ 149,738.60			-\$ 5.00	Superhero
16/06/2023	NHC	New Hope Limited		25817	5.85000000		\$ 151,029.45		-\$ 5.00	
						\$ 149,738.60	\$ 151,029.45	\$ 1,290.85		
6/04/2023	TNT	Tesseract	31944		0.07200000	\$ 2,299.97			-\$ 5.00	Superhero
14/06/2023	TNT	Tesseract		31944	0.12000000		\$ 3,833.28		-\$ 5.00	
						\$ 2,299.97	\$ 3,833.28	\$ 1,533.31		
21/04/2023	BHP	BHP Ltd	2220		45.00000000	\$ 99,900.00			-\$ 5.00	Superhero
	BHP	BHP Ltd		2220	45.50000000		\$ 101,010.00		-\$ 5.00	
						\$ 99,900.00	\$ 101,010.00	\$ 1,110.00		
27/04/2023	ANZ	ANZ Bank	1250		24.05000000	\$ 30,062.50			-\$ 5.00	Superhero
				361	24.39000000		\$ 8,804.79			
1/05/2023	ANZ	ANZ Bank		889	24.38000000		\$ 21,673.82		-\$ 5.00	
				1250		\$ 30,062.50	\$ 30,478.61	\$ 416.11		
3/05/2023	BSE	Base Resources Ltd.	188,888		0.18000000	\$ 33,999.84			-\$ 5.00	Superhero
5/05/2023	BSE	Base Resources Ltd.		130,958	0.18500000		\$ 24,227.23		-\$ 5.00	
10/05/2023	BSE	Base Resources Ltd.	125,000		0.17000000	\$ 21,250.00			-\$ 5.00	
19/05/2023	BSE	Base Resources Ltd.		70359	0.18000000		\$ 12,664.62		-\$ 5.00	
22/05/2023	BSE	Base Resources Ltd.		112571	0.18000000		\$ 20,262.78		-\$ 5.00	
			313,888	313,888		\$ 55,249.84	\$ 57,154.63	\$ 1,904.79		
4/05/2023	ANZ	ANZ Bank	18		\$23.410	\$ 421.38			-\$ 5.00	Superhero
4/05/2023	ANZ	ANZ Bank	424		\$23.400	\$ 9,921.60				

5/05/2023	<b>ANZ</b>	ANZ Bank		336	\$23.760	\$	7,983.36	-\$	5.00	
5/05/2023	<b>ANZ</b>	ANZ Bank		106	\$23.750		\$2,517.50			
			<b>442</b>	<b>442</b>	<b>Totals</b>	<b>\$</b>	<b>10,342.98</b>	<b>\$10,500.86</b>	<b>\$ 157.88</b>	
11/05/2023	<b>ANZ</b>	ANZ Bank		552	\$24.230	\$	13,374.96	-\$	5.00	Superhero
11/05/2023	<b>ANZ</b>	ANZ Bank		3	\$24.225	\$	72.68			
12/05/2023	<b>ANZ</b>	ANZ Bank		31	\$24.440	\$	757.64	-\$	5.00	
12/05/2023	<b>ANZ</b>	ANZ Bank		378	\$24.435	\$	9,236.43			
			<b>964</b>	<b>Totals</b>	<b>\$</b>	<b>23,441.71</b>	<b>NIL</b>	<b>NIL</b>		
25/05/2023	<b>FMG</b>	Fortesque		1636	\$ 20.10	\$	32,883.60	-\$	5.00	Superhero
5/06/2023	<b>FMG</b>	Fortesque Metals		1636	\$ 20.22		\$33,079.92	-\$	5.00	
				<b>Totals</b>	<b>\$</b>	<b>32,883.60</b>	<b>\$ 33,079.92</b>	<b>\$196.32</b>		
22/06/2023	<b>GRR</b>	Grange Resources		97087	\$ 0.515	\$	49,999.81	-\$5.00		Superhero
28/06/2023	<b>GRR</b>	Grange Resources		97087	\$ 0.52		\$50,485.24	-\$5.00		
				<b>Totals</b>	<b>\$</b>	<b>49,999.81</b>	<b>\$50,485.24</b>	<b>\$485.43</b>		
26/06/2023	<b>CNB</b>	Carnaby Resources Ltd		40170	\$0.995	\$	39,969.17	-\$4.00		Stake
28/06/2023	<b>CNB</b>	Carnaby Resources Ltd		40170	\$1.041		\$41,811.80	-\$4.18		
				<b>Totals</b>	<b>\$</b>	<b>39,969.17</b>	<b>\$41,811.80</b>	<b>\$1,842.63</b>		
27/06/2023	<b>NHC</b>	New Hope Limited		26001	4.84000000	\$	125,844.84	-\$	5.00	Superhero
30/06/2023	<b>NHC</b>	New Hope Limited		26001	4.88000000		\$126,884.88	-\$	5.00	
					<b>\$</b>	<b>125,844.84</b>	<b>\$ 126,884.88</b>	<b>\$ 1,040.04</b>		
30/06/2023	<b>BSE</b>	Base Resources		100,000	0.165	\$	16,500.00	-\$	5.00	Superhero
					<b>\$</b>	<b>16,500.00</b>	<b>NIL</b>	<b>NIL</b>		

Stocks Held  
30/06/2023  
**IN RED**

All Trades  
Owned less  
12 Months

Fin Year P & L 2022/2023	\$12,062.34 PROFIT/ LOSS	-\$143.18 Brokerage	\$11,919.16 Nett Profit
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Treuel Family Super Fund

# Tax Reconciliation Report

For the year ended 30 June 2023

Tax Return Label	Date	Account Code	Account Name	Amount \$
<b>J1 - Expenses - Management and administration expenses</b>				
	31/05/2023	31500	Bank Charges	9.57
	30/06/2023	31500	Bank Charges	9.57
<b>Sub-Total</b>				<b>19.14</b>
<b>Ignore Cents</b>				<b>0.14</b>
<b>Total</b>				<b>19.00</b>
<b>J2 - Expenses - Management and administration expenses non deductible</b>				
	31/05/2023	31500	Bank Charges	0.43
	30/06/2023	31500	Bank Charges	0.43
<b>Sub-Total</b>				<b>0.86</b>
<b>Ignore Cents</b>				<b>0.86</b>
<b>Total</b>				<b>0.00</b>
<b>L2 - Expenses - Other amounts (Non-deductible)</b>				
	09/01/2023	38200	Non Deductible Expenses	1,980.00
<b>Sub-Total</b>				<b>1,980.00</b>
<b>Ignore Cents</b>				<b>0.00</b>
<b>Total</b>				<b>1,980.00</b>
<b>N - TOTAL DEDUCTIONS</b>				
				19.00
<b>Sub-Total</b>				<b>19.00</b>
<b>Ignore Cents</b>				<b>0.00</b>
<b>Total</b>				<b>19.00</b>
<b>Y - TOTAL NON DEDUCTIBLE EXPENSES</b>				
				1,980.00
<b>Sub-Total</b>				<b>1,980.00</b>
<b>Ignore Cents</b>				<b>0.00</b>
<b>Total</b>				<b>1,980.00</b>
<b>O - TAXABLE INCOME OR LOSS</b>				
				(19.00)
<b>Sub-Total</b>				<b>(19.00)</b>
<b>Ignore Cents</b>				<b>0.00</b>
<b>Total</b>				<b>(19.00)</b>
<b>Z - TOTAL SMSF EXPENSES</b>				
				1,999.00
<b>Sub-Total</b>				<b>1,999.00</b>
<b>Ignore Cents</b>				<b>0.00</b>
<b>Total</b>				<b>1,999.00</b>
<b>E1 - Complying fund's franking credits tax offset</b>				
	02/05/2023	23900/HVN.AX	Harvey Norman Holdings Limited	1,504.29
	04/05/2023	23900/NHC.AX	New Hope Corporation Limited	1,106.44
	04/05/2023	23900/NHC.AX	New Hope Corporation Limited	3,319.33

Treuel Family Super Fund  
**Tax Reconciliation Report**

For the year ended 30 June 2023

Tax Return Label	Date	Account Code	Account Name	Amount \$
<b>E1 - Complying fund's franking credits tax offset</b>				
Sub-Total				5,930.06
Ignore Cents				0.00
<b>Total</b>				<b>5,930.06</b>
<b>E - Refundable tax offsets</b>				
				5,930.06
Sub-Total				5,930.06
Ignore Cents				0.00
<b>Total</b>				<b>5,930.06</b>
<b>I - Remainder of refundable tax offsets</b>				
				5,930.06
Sub-Total				5,930.06
Ignore Cents				0.00
<b>Total</b>				<b>5,930.06</b>
<b>L - Supervisory levy</b>				
				259.00
Sub-Total				259.00
Ignore Cents				0.00
<b>Total</b>				<b>259.00</b>
<b>N - Supervisory levy adjustment for new funds</b>				
				259.00
Sub-Total				259.00
Ignore Cents				0.00
<b>Total</b>				<b>259.00</b>
<b>S - AMOUNT DUE OR REFUNDABLE</b>				
				(5,412.06)
Sub-Total				(5,412.06)
Ignore Cents				0.00
<b>Total</b>				<b>(5,412.06)</b>

Treuel Family Super Fund

**Deferred Tax Reconciliation**

For The Period 27 October 2022 - 30 June 2023

Investment Code	Investment Name	Revaluation/Tax Deferred	Permanent Difference (Non-Assessable)	Temporary Difference (Assessable)	Temporary Difference (Accumulation Portion)
<b>Revaluations</b>					
BSE.AX	77600/BSE.AX - Base Resources Limited	495.00	165.00	330.00	0.00
ANZ.AX	77600/ANZ.AX - ANZ Group Holdings Limited	(595.27)	(198.42)	(396.85)	0.00
HVN.AX	77600/HVN.AX - Harvey Norman Holdings Limited	(7,025.00)	(2,341.67)	(4,683.33)	0.00
		(7,125.27)	(2,375.09)	(4,750.18)	0.00
<b>Total</b>		(7,125.27)	(2,375.09)	(4,750.18)	0.00
<b>Deferred Tax Liability (Asset) Summary</b>					
<b>Opening Balance</b>		0.00			
Current Year Transactions		0.00			
Total Capital Losses		0.00			
Total Tax Losses		0.00			
Deferred Tax WriteBacks/Adjustment		0.00			
Capital Loss carried forward recouped		0.00			
Tax Loss carried forward recouped		0.00			
<b>Closing Balance</b>		0.00			



# Treuel Family Super Fund

## Statement of Taxable Income

For the year ended 30 June 2023

	<b>2023</b>
	<b>\$</b>
Benefits accrued as a result of operations	559,886.44
<b>Less</b>	
Non Taxable Transfer In	545,826.26
Exempt current pension income	24,456.00
Realised Accounting Capital Gains	11,939.15
Non Taxable Contributions	109.35
	<u>582,330.76</u>
<b>Add</b>	
Decrease in MV of investments	7,125.27
SMSF non deductible expenses	1,980.00
Pension Payments	7,390.00
Franking Credits	5,930.06
	<u>22,425.33</u>
SMSF Annual Return Rounding	(0.01)
	<u>(19.00)</u>
<b>Taxable Income or Loss</b>	<u>(19.00)</u>
Income Tax on Taxable Income or Loss	0.00
<b>Less</b>	
Franking Credits	5,930.06
	<u>(5,930.06)</u>
<b>CURRENT TAX OR REFUND</b>	<u>(5,930.06)</u>
Supervisory Levy	259.00
Supervisory Levy Adjustment for New Funds	259.00
	<u>(5,412.06)</u>
<b>AMOUNT DUE OR REFUNDABLE</b>	<u>(5,412.06)</u>

# Treuel Family Super Fund

## General Ledger

As at 30 June 2023

Transaction Date	Description	Units	Debit	Credit	Balance \$
<b>Dividends Received (23900)</b>					
<u>Harvey Norman Holdings Limited (HVN.AX)</u>					
02/05/2023	Harvey Norman Div			3,510.00	3,510.00 CR
				<b>3,510.00</b>	<b>3,510.00 CR</b>
<u>New Hope Corporation Limited (NHC.AX)</u>					
04/05/2023	New Hope Div			2,581.70	2,581.70 CR
04/05/2023	New Hope Div			7,745.10	10,326.80 CR
				<b>10,326.80</b>	<b>10,326.80 CR</b>
<b>Contributions (24200)</b>					
<u>(Contributions) Treuel, Keith - Accumulation (TREKEI00001A)</u>					
23/03/2023	ATO Keith Super Cont'n			109.35	109.35 CR
				<b>109.35</b>	<b>109.35 CR</b>
<b>Changes in Market Values of Investments (24700)</b>					
<u>Changes in Market Values of Investments (24700)</u>					
05/04/2023	BSE (BSE.AX)			2,074.97	2,074.97 CR
03/05/2023	ANZ (ANZ.AX)			406.11	2,481.08 CR
09/05/2023	ANZ (ANZ.AX)			147.88	2,628.96 CR
09/05/2023	BSE (BSE.AX)			646.32	3,275.28 CR
23/05/2023	BSE (BSE.AX)			117.26	3,392.54 CR
24/05/2023	BSE (BSE.AX)			1,116.21	4,508.75 CR
07/06/2023	FMG (FMG.AX)			186.32	4,695.07 CR
16/06/2023	TNT (TNT.AX)			1,523.31	6,218.38 CR
16/06/2023	BHP (BHP.AX)			1,100.00	7,318.38 CR
20/06/2023	NHC (NHC.AX)			1,280.85	8,599.23 CR
30/06/2023	GRR (GRR.AX)			475.43	9,074.66 CR
30/06/2023	CNB (CNB.AX)			1,834.45	10,909.11 CR
30/06/2023	Settlement Date 04/07/2023 - refer to Superhero Stt (NHC.AX)			1,030.04	11,939.15 CR
30/06/2023	Revaluation - 30/06/2023 @ \$3.480000 (System Price) - 27,000.000000 Units on hand (HVN.AX)		7,025.00		4,914.15 CR
30/06/2023	Revaluation - 30/06/2023 @ \$0.170000 (System Price) - 100,000.000000 Units on hand (BSE.AX)			495.00	5,409.15 CR
30/06/2023	Revaluation - 30/06/2023 @ \$23.710000 (System Price) - 964.000000 Units on hand (ANZ.AX)		595.27		4,813.88 CR
			<b>7,620.27</b>	<b>12,434.15</b>	<b>4,813.88 CR</b>
<b>Interest Received (25000)</b>					
<u>AMP Acc 391454994 (AMP391454994)</u>					
01/01/2023	Interest			717.80	717.80 CR
01/02/2023	Interest			1,388.78	2,106.58 CR
01/03/2023	Interest			1,256.39	3,362.97 CR
01/04/2023	Interest			1,122.07	4,485.04 CR
01/05/2023	Interest			186.79	4,671.83 CR
01/06/2023	Interest			18.32	4,690.15 CR
				<b>4,690.15</b>	<b>4,690.15 CR</b>
<b>Transfers In (28500)</b>					
<u>(Transfers In) Treuel, Keith - Accumulation (TREKEI00001A)</u>					

# Treuel Family Super Fund

## General Ledger

As at 30 June 2023

Transaction Date	Description	Units	Debit	Credit	Balance \$
16/12/2022	SuperStream roll in at 16/12/2022 - PRN:784219574490119793			175,567.96	175,567.96 CR
				<b>175,567.96</b>	<b>175,567.96 CR</b>
<u>(Transfers In) Treuel, Margaret - Accumulation (TREMAR00001A)</u>					
16/12/2022	SuperStream roll in at 16/12/2022 - PRN:784219574490119802			370,258.30	370,258.30 CR
				<b>370,258.30</b>	<b>370,258.30 CR</b>
<b>Bank Charges (31500)</b>					
<u>Bank Charges (31500)</u>					
31/05/2023			10.00		10.00 DR
30/06/2023			10.00		20.00 DR
			<b>20.00</b>		<b>20.00 DR</b>
<b>Non Deductible Expenses (38200)</b>					
<u>Non Deductible Expenses (38200)</u>					
09/01/2023	Set up Cost - Keith		1,980.00		1,980.00 DR
			<b>1,980.00</b>		<b>1,980.00 DR</b>
<b>Pensions Paid (41600)</b>					
<u>(Pensions Paid) Treuel, Keith - Pension (Account Based Pension) (TREKEI00002P)</u>					
15/05/2023	Pension - Keith		2,370.00		2,370.00 DR
			<b>2,370.00</b>		<b>2,370.00 DR</b>
<u>(Pensions Paid) Treuel, Keith - Pension (Account Based Pension 2) (TREKEI00006P)</u>					
09/01/2023	Set up Cost - Keith		20.00		20.00 DR
			<b>20.00</b>		<b>20.00 DR</b>
<u>(Pensions Paid) Treuel, Margaret - Pension (Account Based Pension) (TREMAR00003P)</u>					
15/05/2023	Pension - Margaret		5,000.00		5,000.00 DR
			<b>5,000.00</b>		<b>5,000.00 DR</b>
<b>Income Tax Expense (48500)</b>					
<u>Income Tax Expense (48500)</u>					
30/06/2023	Create Entries - Franking Credits Adjustment - 30/06/2023			5,930.06	5,930.06 CR
				<b>5,930.06</b>	<b>5,930.06 CR</b>
<b>Profit/Loss Allocation Account (49000)</b>					
<u>Profit/Loss Allocation Account (49000)</u>					
16/12/2022	System Member Journals		175,567.96		175,567.96 DR
16/12/2022	System Member Journals		370,258.30		545,826.26 DR
09/01/2023	System Member Journals			20.00	545,806.26 DR
23/03/2023	System Member Journals		109.35		545,915.61 DR
15/05/2023	System Member Journals			2,370.00	543,545.61 DR
15/05/2023	System Member Journals			5,000.00	538,545.61 DR
30/06/2023	Create Entries - Profit/Loss Allocation - 30/06/2023		8,770.32		547,315.93 DR
30/06/2023	Create Entries - Profit/Loss Allocation - 30/06/2023		5.45		547,321.38 DR
30/06/2023	Create Entries - Profit/Loss Allocation - 30/06/2023		18,495.12		565,816.50 DR
			<b>573,206.50</b>	<b>7,390.00</b>	<b>565,816.50 DR</b>
<b>Contributions (52420)</b>					
<u>(Contributions) Treuel, Keith - Accumulation (TREKEI00001A)</u>					

# Treuel Family Super Fund

## General Ledger

As at 30 June 2023

Transaction Date	Description	Units	Debit	Credit	Balance \$
23/03/2023	System Member Journals			109.35	109.35 CR
				<b>109.35</b>	<b>109.35 CR</b>
<b>Transfers In (52850)</b>					
<u>(Transfers In) Treuel, Keith - Accumulation (TREKEI00001A)</u>					
16/12/2022	System Member Journals			175,567.96	175,567.96 CR
				<b>175,567.96</b>	<b>175,567.96 CR</b>
<u>(Transfers In) Treuel, Margaret - Accumulation (TREMAR00001A)</u>					
16/12/2022	System Member Journals			370,258.30	370,258.30 CR
				<b>370,258.30</b>	<b>370,258.30 CR</b>
<b>Share of Profit/(Loss) (53100)</b>					
<u>(Share of Profit/(Loss)) Treuel, Keith - Pension (Account Based Pension) (TREKEI00002P)</u>					
30/06/2023	Create Entries - Profit/Loss Allocation - 30/06/2023			8,770.32	8,770.32 CR
				<b>8,770.32</b>	<b>8,770.32 CR</b>
<u>(Share of Profit/(Loss)) Treuel, Keith - Pension (Account Based Pension 2) (TREKEI00006P)</u>					
30/06/2023	Create Entries - Profit/Loss Allocation - 30/06/2023			5.45	5.45 CR
				<b>5.45</b>	<b>5.45 CR</b>
<u>(Share of Profit/(Loss)) Treuel, Margaret - Pension (Account Based Pension) (TREMAR00003P)</u>					
30/06/2023	Create Entries - Profit/Loss Allocation - 30/06/2023			18,495.12	18,495.12 CR
				<b>18,495.12</b>	<b>18,495.12 CR</b>
<b>Income Tax (53330)</b>					
<u>(Income Tax) Treuel, Keith - Accumulation (TREKEI00001A)</u>					
16/12/2022	System Member Journals				0.00 DR
			<b>0.00</b>		<b>0.00 DR</b>
<u>(Income Tax) Treuel, Margaret - Accumulation (TREMAR00001A)</u>					
16/12/2022	System Member Journals				0.00 DR
			<b>0.00</b>		<b>0.00 DR</b>
<b>Pensions Paid (54160)</b>					
<u>(Pensions Paid) Treuel, Keith - Pension (Account Based Pension) (TREKEI00002P)</u>					
15/05/2023	System Member Journals		2,370.00		2,370.00 DR
			<b>2,370.00</b>		<b>2,370.00 DR</b>
<u>(Pensions Paid) Treuel, Keith - Pension (Account Based Pension 2) (TREKEI00006P)</u>					
09/01/2023	System Member Journals		20.00		20.00 DR
			<b>20.00</b>		<b>20.00 DR</b>
<u>(Pensions Paid) Treuel, Margaret - Pension (Account Based Pension) (TREMAR00003P)</u>					
15/05/2023	System Member Journals		5,000.00		5,000.00 DR
			<b>5,000.00</b>		<b>5,000.00 DR</b>
<b>Internal Transfers In (56100)</b>					
<u>(Internal Transfers In) Treuel, Keith - Pension (Account Based Pension) (TREKEI00002P)</u>					
16/12/2022	New Pension Member			175,567.96	175,567.96 CR
				<b>175,567.96</b>	<b>175,567.96 CR</b>
<u>(Internal Transfers In) Treuel, Keith - Pension (Account Based Pension 2) (TREKEI00006P)</u>					
28/10/2022	New Pension Member			109.35	109.35 CR
				<b>109.35</b>	<b>109.35 CR</b>

# Treuel Family Super Fund

## General Ledger

As at 30 June 2023

Transaction Date	Description	Units	Debit	Credit	Balance \$
<u>(Internal Transfers In) Treuel, Margaret - Pension (Account Based Pension) (TREMAR00003P)</u>					
16/12/2022	New Pension Member			370,258.30	370,258.30 CR
				<b>370,258.30</b>	<b>370,258.30 CR</b>
<b>Internal Transfers Out (57100)</b>					
<u>(Internal Transfers Out) Treuel, Keith - Accumulation (TREKEI00001A)</u>					
28/10/2022	New Pension Member		109.35		109.35 DR
16/12/2022	New Pension Member		175,567.96		175,677.31 DR
			<b>175,677.31</b>		<b>175,677.31 DR</b>
<u>(Internal Transfers Out) Treuel, Margaret - Accumulation (TREMAR00001A)</u>					
16/12/2022	New Pension Member		370,258.30		370,258.30 DR
			<b>370,258.30</b>		<b>370,258.30 DR</b>
<b>Bank Accounts (60400)</b>					
<u>AMP Acc 391454994 (AMP391454994)</u>					
16/12/2022	SuperStream roll in at 16/12/2022 - PRN:784219574490119793		175,567.96		175,567.96 DR
16/12/2022	SuperStream roll in at 16/12/2022 - PRN:784219574490119802		370,258.30		545,826.26 DR
01/01/2023	Interest		717.80		546,544.06 DR
09/01/2023	Set up Cost - Keith			2,000.00	544,544.06 DR
01/02/2023	Interest		1,388.78		545,932.84 DR
01/03/2023	Interest		1,256.39		547,189.23 DR
20/03/2023	Superhero			1,000.00	546,189.23 DR
21/03/2023	Superhero			100,000.00	446,189.23 DR
22/03/2023	BOQ 23400610			100,000.00	346,189.23 DR
23/03/2023	ATO Keith Super Cont'n		109.35		346,298.58 DR
23/03/2023	Superhero			100,000.00	246,298.58 DR
29/03/2023	Superhero			50,000.00	196,298.58 DR
29/03/2023	BOQ 23400610			50,000.00	146,298.58 DR
01/04/2023	Interest		1,122.07		147,420.65 DR
11/04/2023	Superhero			100,000.00	47,420.65 DR
26/04/2023	Superhero			30,000.00	17,420.65 DR
01/05/2023	Interest		186.79		17,607.44 DR
10/05/2023	BOQ 23400610			30.00	17,577.44 DR
11/05/2023	Superhero			10,000.00	7,577.44 DR
15/05/2023	Pension - Keith			2,370.00	5,207.44 DR
15/05/2023	Pension - Margaret			5,000.00	207.44 DR
01/06/2023	Interest		18.32		225.76 DR
08/06/2023	Superhero		20,000.00		20,225.76 DR
09/06/2023	Superhero		13,141.59		33,367.35 DR
14/06/2023	Stake			5,000.00	28,367.35 DR
15/06/2023	Stake			5,000.00	23,367.35 DR
20/06/2023	Superhero		20,000.00		43,367.35 DR
23/06/2023	Stake			40,000.00	3,367.35 DR
23/06/2023	Superhero		20,000.00		23,367.35 DR
26/06/2023	Stake			20,000.00	3,367.35 DR
26/06/2023	Superhero		20,000.00		23,367.35 DR
26/06/2023	Stake			20,000.00	3,367.35 DR

# Treuel Family Super Fund

## General Ledger

As at 30 June 2023

Transaction Date	Description	Units	Debit	Credit	Balance \$
27/06/2023	Superhero		20,000.00		23,367.35 DR
29/06/2023	Stake			23,000.00	367.35 DR
			<b>663,767.35</b>	<b>663,400.00</b>	<b>367.35 DR</b>
<u>BOQ Acc 23400610 (BOQ23400610)</u>					
10/05/2023	BOQ 23400610		30.00		30.00 DR
31/05/2023				10.00	20.00 DR
30/06/2023				10.00	10.00 DR
			<b>30.00</b>	<b>20.00</b>	<b>10.00 DR</b>
<u>BOQ Term Deposit Acc 23402167 (BOQTD23402167)</u>					
22/03/2023	BOQ 23400610		100,000.00		100,000.00 DR
			<b>100,000.00</b>		<b>100,000.00 DR</b>
<u>BOQ Term Deposit Acc 23405104 (BOQTD23405104)</u>					
29/03/2023	BOQ 23400610		50,000.00		50,000.00 DR
			<b>50,000.00</b>		<b>50,000.00 DR</b>
<u>Stake Trade Acc 450674 (Stake450674)</u>					
14/06/2023	Stake		5,000.00		5,000.00 DR
15/06/2023	Stake		5,000.00		10,000.00 DR
23/06/2023	Stake		40,000.00		50,000.00 DR
26/06/2023	Stake		20,000.00		70,000.00 DR
26/06/2023	Stake		20,000.00		90,000.00 DR
28/06/2023	CNB			39,973.17	50,026.83 DR
29/06/2023	Stake		23,000.00		73,026.83 DR
30/06/2023	CNB		41,807.62		114,834.45 DR
			<b>154,807.62</b>	<b>39,973.17</b>	<b>114,834.45 DR</b>
<u>Superhero Trade Acc C6637853 (SuperheroC6637853)</u>					
20/03/2023	Superhero		1,000.00		1,000.00 DR
21/03/2023	Superhero		100,000.00		101,000.00 DR
23/03/2023	Superhero		100,000.00		201,000.00 DR
27/03/2023	HVN			100,985.00	100,015.00 DR
27/03/2023	BSE			77,912.96	22,102.04 DR
29/03/2023	Superhero		50,000.00		72,102.04 DR
05/04/2023	BSE		79,987.93		152,089.97 DR
11/04/2023	Superhero		100,000.00		252,089.97 DR
12/04/2023	NHC			149,743.60	102,346.37 DR
12/04/2023				2,304.97	100,041.40 DR
26/04/2023	Superhero		30,000.00		130,041.40 DR
26/04/2023	BHP			99,905.00	30,136.40 DR
01/05/2023	ANZ			30,067.50	68.90 DR
02/05/2023	Harvey Norman Div		3,510.00		3,578.90 DR
03/05/2023	ANZ		30,473.61		34,052.51 DR
04/05/2023	New Hope Div		7,745.10		41,797.61 DR
04/05/2023	New Hope Div		2,581.70		44,379.31 DR
05/05/2023	BSE			34,004.84	10,374.47 DR
08/05/2023				10,347.98	26.49 DR
09/05/2023	ANZ		10,495.86		10,522.35 DR
09/05/2023	BSE		24,222.23		34,744.58 DR

# Treuel Family Super Fund

## General Ledger

As at 30 June 2023

Transaction Date	Description	Units	Debit	Credit	Balance \$
11/05/2023	Superhero		10,000.00		44,744.58 DR
12/05/2023	BSE			21,255.00	23,489.58 DR
15/05/2023	ANZ			13,452.64	10,036.94 DR
16/05/2023	ANZ			9,999.07	37.87 DR
23/05/2023	BSE		12,659.62		12,697.49 DR
24/05/2023	BSE		20,257.78		32,955.27 DR
26/05/2023	FMG			32,888.60	66.67 DR
07/06/2023	FMG		33,074.92		33,141.59 DR
08/06/2023	Superhero			20,000.00	13,141.59 DR
09/06/2023	Superhero			13,141.59	0.00 DR
16/06/2023	TNT		3,828.28		3,828.28 DR
16/06/2023	BHP		101,005.00		104,833.28 DR
20/06/2023	Superhero			20,000.00	84,833.28 DR
20/06/2023	NHC		151,024.45		235,857.73 DR
23/06/2023	Superhero			20,000.00	215,857.73 DR
26/06/2023	Superhero			20,000.00	195,857.73 DR
26/06/2023	GRR			50,004.81	145,852.92 DR
27/06/2023	Superhero			20,000.00	125,852.92 DR
29/06/2023	NHC			125,849.84	3.08 DR
30/06/2023	GRR		50,480.24		50,483.32 DR
30/06/2023	Settlement Date 04/07/2023 - refer to Superhero Stt		126,879.88		177,363.20 DR
30/06/2023	Settlement Date 04/07/2023 - refer to Superhero Stt			16,505.00	160,858.20 DR
			<b>1,049,226.60</b>	<b>888,368.40</b>	<b>160,858.20 DR</b>

### Shares in Listed Companies (Australian) (77600)

#### ANZ Group Holdings Limited (ANZ.AX)

01/05/2023	ANZ	1,250.00	30,067.50		30,067.50 DR
03/05/2023	ANZ	(1,250.00)		30,067.50	0.00 DR
08/05/2023		442.00	10,347.98		10,347.98 DR
09/05/2023	ANZ	(442.00)		10,347.98	0.00 DR
15/05/2023	ANZ	555.00	13,452.64		13,452.64 DR
16/05/2023	ANZ	409.00	9,999.07		23,451.71 DR
30/06/2023	Revaluation - 30/06/2023 @ \$23.710000 (System Price) - 964.000000 Units on hand			595.27	22,856.44 DR
		<b>964.00</b>	<b>63,867.19</b>	<b>41,010.75</b>	<b>22,856.44 DR</b>

#### BHP Group Limited (BHP.AX)

26/04/2023	BHP	2,220.00	99,905.00		99,905.00 DR
16/06/2023	BHP	(2,220.00)		99,905.00	0.00 DR
		<b>0.00</b>	<b>99,905.00</b>	<b>99,905.00</b>	<b>0.00 DR</b>

#### Base Resources Limited (BSE.AX)

27/03/2023	BSE	400,000.00	77,912.96		77,912.96 DR
05/04/2023	BSE	(400,000.00)		77,912.96	0.00 DR
05/05/2023	BSE	188,888.00	34,004.84		34,004.84 DR
09/05/2023	BSE	(130,958.00)		23,575.91	10,428.93 DR
12/05/2023	BSE	125,000.00	21,255.00		31,683.93 DR
23/05/2023	BSE	(70,359.00)		12,542.36	19,141.57 DR
24/05/2023	BSE	(112,571.00)		19,141.57	0.00 DR

# Treuel Family Super Fund

## General Ledger

As at 30 June 2023

Transaction Date	Description	Units	Debit	Credit	Balance \$
30/06/2023	Settlement Date 04/07/2023 - refer to Superhero Stt	100,000.00	16,505.00		16,505.00 DR
30/06/2023	Revaluation - 30/06/2023 @ \$0.170000 (System Price) - 100,000.000000 Units on hand		495.00		17,000.00 DR
		<b>100,000.00</b>	<b>150,172.80</b>	<b>133,172.80</b>	<b>17,000.00 DR</b>
<u>Carnaby Resources Limited (CNB.AX)</u>					
28/06/2023	CNB	40,170.00	39,973.17		39,973.17 DR
30/06/2023	CNB	(40,170.00)		39,973.17	0.00 DR
		<b>0.00</b>	<b>39,973.17</b>	<b>39,973.17</b>	<b>0.00 DR</b>
<u>Fortescue Metals Group Ltd (FMG.AX)</u>					
26/05/2023	FMG	1,636.00	32,888.60		32,888.60 DR
07/06/2023	FMG	(1,636.00)		32,888.60	0.00 DR
		<b>0.00</b>	<b>32,888.60</b>	<b>32,888.60</b>	<b>0.00 DR</b>
<u>Grange Resources Limited. (GRR.AX)</u>					
26/06/2023	GRR	97,087.00	50,004.81		50,004.81 DR
30/06/2023	GRR	(97,087.00)		50,004.81	0.00 DR
		<b>0.00</b>	<b>50,004.81</b>	<b>50,004.81</b>	<b>0.00 DR</b>
<u>Harvey Norman Holdings Limited (HVN.AX)</u>					
27/03/2023	HVN	27,000.00	100,985.00		100,985.00 DR
30/06/2023	Revaluation - 30/06/2023 @ \$3.480000 (System Price) - 27,000.000000 Units on hand			7,025.00	93,960.00 DR
		<b>27,000.00</b>	<b>100,985.00</b>	<b>7,025.00</b>	<b>93,960.00 DR</b>
<u>New Hope Corporation Limited (NHC.AX)</u>					
12/04/2023	NHC	25,817.00	149,743.60		149,743.60 DR
20/06/2023	NHC	(25,817.00)		149,743.60	0.00 DR
29/06/2023	NHC	26,001.00	125,849.84		125,849.84 DR
30/06/2023	Settlement Date 04/07/2023 - refer to Superhero Stt	(26,001.00)		125,849.84	0.00 DR
		<b>0.00</b>	<b>275,593.44</b>	<b>275,593.44</b>	<b>0.00 DR</b>
<u>Tesseract Limited (TNT.AX)</u>					
12/04/2023		31,944.00	2,304.97		2,304.97 DR
16/06/2023	TNT	(31,944.00)		2,304.97	0.00 DR
		<b>0.00</b>	<b>2,304.97</b>	<b>2,304.97</b>	<b>0.00 DR</b>
<b>Income Tax Payable/Refundable (85000)</b>					
<u>Income Tax Payable/Refundable (85000)</u>					
30/06/2023	Create Entries - Franking Credits Adjustment - 30/06/2023		5,930.06		5,930.06 DR
			<b>5,930.06</b>		<b>5,930.06 DR</b>

**Total Debits: 3,982,998.99**

**Total Credits: 3,982,998.99**



## Treuel Family Super Fund

# Create Entries Report

For the period 27 October 2022 to 30 June 2023

### Create Entries Financial Year Summary 27 October 2022 - 30 June 2023

<b>Total Profit</b>	<b>Amount</b>
Income	569,276.44
Less Expense	9,390.00
<b>Total Profit</b>	<b>559,886.44</b>

<b>Tax Summary</b>	<b>Amount</b>
Fund Tax Rate	15.00 %
Total Profit	559,886.44
Less Permanent Differences	(2,375.09)
Less Timing Differences	(4,750.18)
Less Exempt Pension Income	24,456.00
Less Other Non Taxable Income	538,545.61
Less LIC Deductions	0.00
Add SMSF Non Deductible Expenses	1,980.00
Add Other Non Deductible Expenses	0.00
Add Total Franking/Foreign/TFN/FRW Credits	5,930.06
Less Realised Accounting Capital Gains	11,939.15
Less Tax Losses Deducted	0.00
Add SMSF Annual Return Rounding	(0.01)
<b>Taxable Income</b>	<b>(19.00)</b>
<b>Income Tax on Taxable Income or Loss</b>	<b>0.00</b>

<b>Profit/(Loss) Available for Allocation</b>	<b>Amount</b>
Total Available Profit	21,340.83
Franking Credits	5,930.06
TFN Credits	0.00
Foreign Credits	0.00
FRW Credits	0.00
<b>Total</b>	<b>27,270.89</b>

<b>Income Tax Expense Available for Allocation</b>	<b>Amount</b>
<b>Total Income Tax Expense Allocation</b>	<b>0.00</b>

<b>Calculation of Non Deductible Expense Percentage(s)</b>	<b>Amount</b>
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Calculation of Non Deductible Expense Percentage(s)	Amount
<b>General Expense Calculation</b>	
Total Member Contributions	109.35
Total Rollover Superannuation Benefits	545,826.26
Gross Interest	4,690.00
Franked Dividend	13,836.00
Dividend Franking Credit	5,930.00
Less exempt pension income	24,456.00
<b>Total Assessable Income (A)</b>	<b>545,935.61</b>
Total Assessable Income	545,935.61
Exempt Pension Income	24,456.00
<b>Total Income (B)</b>	<b>570,391.61</b>
Non Deductible Gen Exp% = 1-(A/B)	
<b>Non Deductible General Expense Percentage</b>	<b>4.288%</b>
<b>Investment Expense Calculation</b>	
Gross Interest	4,690.00
Franked Dividend	13,836.00
Dividend Franking Credit	5,930.00
<b>Total Investment Income (B)</b>	<b>24,456.00</b>
Less Non-Assessable Investment Income	24,456.00
<b>Total Investment Assessable Income (A)</b>	<b>0.00</b>
Non Deductible Inv Exp% = 1-(A/B)	
<b>Non-Deductible Investment Expense Percentage</b>	<b>100.000%</b>

## Segment 1 from 27 October 2022 to 27 October 2022

### Pool Name Deemed Segregation

Total Profit	Amount
Income	0.00
Less Expense	0.00
<b>Total Profit</b>	<b>0.00</b>

Create Entries Summary	Amount
Fund Tax Rate	15.00 %
Total Profit	0.00
Less Permanent Differences	0.00
Less Timing Differences	0.00
Less Exempt Pension Income	0.00
Less Other Non Taxable Income	0.00
Add SMSF Non Deductible Expenses	0.00
Add Other Non Deductible Expenses	0.00
Add Total Franking/Foreign/TFN/FRW Credits	0.00
Less Realised Accounting Capital Gains	0.00
Less Tax Losses Deducted	0.00
<b>Taxable Income</b>	<b>0.00</b>
<b>Income Tax on Taxable Income or Loss</b>	<b>0.00</b>

Member Weighted Balance Summary	Weighting%	Amount
Keith Treuel(TREKEI00001A)	0.00	0.00
Margaret Treuel(TREMAR00001A)	0.00	0.00

Profit/(Loss) Available for Allocation	Amount
Total Available Profit	0.00
Franking Credits	0.00
TFN Credits	0.00
FRW Credits	0.00
<b>Total</b>	<b>0.00</b>

Allocation to Members	Weighting%	Amount
Keith Treuel(TREKEI00001A)	0.00	0.00
Margaret Treuel(TREMAR00001A)	0.00	0.00

Accumulation Weighted Balance Summary	Weighting%	Amount
Keith Treuel(TREKEI00001A)	0.00	0.00
Margaret Treuel(TREMAR00001A)	0.00	0.00

Income Tax Expense Available for Allocation	Amount
<b>Total Income Tax Expense Allocation</b>	<b>0.00</b>

Allocation to Members	Weighting%	Amount
Keith Treuel(TREKEI00001A)	0.00	0.00
Margaret Treuel(TREMAR00001A)	0.00	0.00

Calculation of daily member weighted balances

**Calculation of daily member weighted balances****Keith Treuel (TREKEI00001A)**Member Balance

27/10/2022	50010	Opening Balance	0.00	0.00
<b>Total Amount (Weighted)</b>				<b>0.00</b>

**Margaret Treuel (TREMAR00001A)**Member Balance

27/10/2022	50010	Opening Balance	0.00	0.00
<b>Total Amount (Weighted)</b>				<b>0.00</b>

**Calculation of Net Capital Gains**

Capital gains from Unsegregated Pool	0.00
Capital gains from Unsegregated Pool - Collectables	0.00
Capital Gain Adjustment from prior segments	0.00
Realised Notional gains	0.00
Carried forward losses from prior years	0.00
Current year capital losses from Unsegregated Pool	0.00
Current year capital losses from Unsegregated Pool - Collectables	0.00
<b>Capital Gain /(Losses carried forward)</b>	<b>0.00</b>
<b>CGT allocated in prior segments</b>	<b>0.00</b>
<b>Allocations of Net Capital Gains to Pools</b>	
Capital Gain Proportion - Unsegregated Pool (0/0)=100.00%	0.00

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## Segment 2 from 28 October 2022 to 15 December 2022

### Pool Name Deemed Segregation

Total Profit	Amount
Income	0.00
Less Expense	0.00
<b>Total Profit</b>	<b>0.00</b>

Create Entries Summary	Amount
Fund Tax Rate	15.00 %
Total Profit	0.00
Less Permanent Differences	0.00
Less Timing Differences	0.00
Less Exempt Pension Income	0.00
Less Other Non Taxable Income	0.00
Add SMSF Non Deductible Expenses	0.00
Add Other Non Deductible Expenses	0.00
Add Total Franking/Foreign/TFN/FRW Credits	0.00
Less Realised Accounting Capital Gains	0.00
Less Tax Losses Deducted	0.00
<b>Taxable Income</b>	<b>0.00</b>
<b>Income Tax on Taxable Income or Loss</b>	<b>0.00</b>

Member Weighted Balance Summary	Weighting%	Amount
Keith Treuel(TREKEI00001A)	0.00	(109.35)
Keith Treuel(TREKEI00006P)	100.00	109.35
Margaret Treuel(TREMAR00001A)	0.00	0.00

Profit/(Loss) Available for Allocation	Amount
Total Available Profit	0.00
Franking Credits	0.00
TFN Credits	0.00
FRW Credits	0.00
<b>Total</b>	<b>0.00</b>

Allocation to Members	Weighting%	Amount
Keith Treuel(TREKEI00001A)	0.00	0.00
Keith Treuel(TREKEI00006P)	100.00	0.00
Margaret Treuel(TREMAR00001A)	0.00	0.00

Accumulation Weighted Balance Summary	Weighting%	Amount
Keith Treuel(TREKEI00001A)	0.00	(109.35)
Keith Treuel(TREKEI00006P)	100.00	109.35
Margaret Treuel(TREMAR00001A)	0.00	0.00

Income Tax Expense Available for Allocation	Amount
<b>Total Income Tax Expense Allocation</b>	<b>0.00</b>

Allocation to Members	Weighting%	Amount
Keith Treuel(TREKEI00001A)	0.00	0.00

Allocation to Members	Weighting%	Amount
Keith Treuel(TREKEI00006P)	100.00	0.00
Margaret Treuel(TREMAR00001A)	0.00	0.00

#### Calculation of daily member weighted balances

##### Keith Treuel (TREKEI00001A)

###### Member Balance

27/10/2022	50010	Opening Balance	0.00	0.00
28/10/2022	57100	Internal Transfers Out	(109.35)	(109.35)
<b>Total Amount (Weighted)</b>				<b>(109.35)</b>

##### Keith Treuel (TREKEI00006P)

###### Member Balance

27/10/2022	50010	Opening Balance	0.00	0.00
28/10/2022	56100	Internal Transfers In	109.35	109.35
<b>Total Amount (Weighted)</b>				<b>109.35</b>

##### Margaret Treuel (TREMAR00001A)

###### Member Balance

27/10/2022	50010	Opening Balance	0.00	0.00
<b>Total Amount (Weighted)</b>				<b>0.00</b>

#### Calculation of Net Capital Gains

Capital gains from Unsegregated Pool	0.00
Capital gains from Unsegregated Pool - Collectables	0.00
Capital Gain Adjustment from prior segments	0.00
Realised Notional gains	0.00
Carried forward losses from prior years	0.00
Current year capital losses from Unsegregated Pool	0.00
Current year capital losses from Unsegregated Pool - Collectables	0.00
<b>Capital Gain /(Losses carried forward)</b>	<b>0.00</b>
<b>CGT allocated in prior segments</b>	<b>0.00</b>
<b>Allocations of Net Capital Gains to Pools</b>	
Capital Gain Proportion - Unsegregated Pool (0/0)=100.00%	0.00

## Final Segment 3 from 16 December 2022 to 30 June 2023

### Pool Name Deemed Segregation

Total Profit	Amount
Income	569,276.44
Less Expense	9,390.00
<b>Total Profit</b>	<b>559,886.44</b>

Create Entries Summary	Amount
Fund Tax Rate	15.00 %
Total Profit	559,886.44
Less Permanent Differences	(2,375.09)
Less Timing Differences	(4,750.18)
Less Exempt Pension Income	24,457.01
Less Other Non Taxable Income	538,545.61
Add SMSF Non Deductible Expenses	1,980.86
Add Other Non Deductible Expenses	0.00
Add Total Franking/Foreign/TFN/FRW Credits	5,930.06
Less Realised Accounting Capital Gains	11,939.15
Less Tax Losses Deducted	0.00
Add Taxable Income Adjustment	19.14
<b>Taxable Income</b>	<b>0.00</b>
<b>Income Tax on Taxable Income or Loss</b>	<b>0.00</b>

Member Weighted Balance Summary	Weighting%	Amount
Keith Treuel(TREKEI00001A)	0.00	(53.84)
Keith Treuel(TREKEI00002P)	32.16	175,002.53
Keith Treuel(TREKEI00006P)	0.02	91.79
Margaret Treuel(TREMAR00001A)	0.00	0.00
Margaret Treuel(TREMAR00003P)	67.82	369,065.41

Profit/(Loss) Available for Allocation	Amount
Total Available Profit	21,340.83
Franking Credits	5,930.06
TFN Credits	0.00
FRW Credits	0.00
<b>Total</b>	<b>27,270.89</b>

Allocation to Members	Weighting%	Amount
Keith Treuel(TREKEI00001A)	0.00	0.00
Keith Treuel(TREKEI00002P)	32.16	8,770.32
Keith Treuel(TREKEI00006P)	0.02	5.45
Margaret Treuel(TREMAR00001A)	0.00	0.00
Margaret Treuel(TREMAR00003P)	67.82	18,495.12

Accumulation Weighted Balance Summary	Weighting%	Amount
Keith Treuel(TREKEI00001A)	0.00	(53.84)
Keith Treuel(TREKEI00002P)	32.16	175,002.53
Keith Treuel(TREKEI00006P)	0.02	91.79

<b>Accumulation Weighted Balance Summary</b>	<b>Weighting%</b>	<b>Amount</b>
Margaret Treuel(TREMAR00001A)	0.00	0.00
Margaret Treuel(TREMAR00003P)	67.82	369,065.41
<b>Income Tax Expense Available for Allocation</b>		<b>Amount</b>
<b>Total Income Tax Expense Allocation</b>		<b>0.00</b>

<b>Allocation to Members</b>	<b>Weighting%</b>	<b>Amount</b>
Keith Treuel(TREKEI00001A)	0.00	0.00
Keith Treuel(TREKEI00002P)	32.16	0.00
Keith Treuel(TREKEI00006P)	0.02	0.00
Margaret Treuel(TREMAR00001A)	0.00	0.00
Margaret Treuel(TREMAR00003P)	67.82	0.00

#### Calculation of daily member weighted balances

##### Keith Treuel (TREKEI00001A)

###### Member Balance

27/10/2022	50010	Opening Balance	(109.35)	(109.35)
16/12/2022	52850	Transfers In	175,567.96	175,567.96
16/12/2022	57100	Internal Transfers Out	(175,567.96)	(175,567.96)
23/03/2023	52420	Contributions	109.35	55.51
<b>Total Amount (Weighted)</b>				<b>(53.84)</b>

##### Keith Treuel (TREKEI00002P)

###### Member Balance

27/10/2022	50010	Opening Balance	0.00	0.00
16/12/2022	56100	Internal Transfers In	175,567.96	175,567.96
15/05/2023	54160	Pensions Paid	(2,370.00)	(565.43)
<b>Total Amount (Weighted)</b>				<b>175,002.53</b>

##### Keith Treuel (TREKEI00006P)

###### Member Balance

27/10/2022	50010	Opening Balance	109.35	109.35
09/01/2023	54160	Pensions Paid	(20.00)	(17.56)
<b>Total Amount (Weighted)</b>				<b>91.79</b>

##### Margaret Treuel (TREMAR00001A)

###### Member Balance

27/10/2022	50010	Opening Balance	0.00	0.00
16/12/2022	52850	Transfers In	370,258.30	370,258.30
16/12/2022	57100	Internal Transfers Out	(370,258.30)	(370,258.30)
<b>Total Amount (Weighted)</b>				<b>0.00</b>

##### Margaret Treuel (TREMAR00003P)

###### Member Balance

27/10/2022	50010	Opening Balance	0.00	0.00
16/12/2022	56100	Internal Transfers In	370,258.30	370,258.30



**Calculation of daily member weighted balances**

15/05/2023	54160	Pensions Paid	(5,000.00)	(1,192.89)
		<b>Total Amount (Weighted)</b>		<b>369,065.41</b>

**Calculation of Net Capital Gains**

Capital gains from Unsegregated Pool	0.00
Capital gains from Unsegregated Pool - Collectables	0.00
Capital Gain Adjustment from prior segments	0.00
Realised Notional gains	0.00
Carried forward losses from prior years	0.00
Current year capital losses from Unsegregated Pool	0.00
Current year capital losses from Unsegregated Pool - Collectables	0.00
Total CGT Discount Applied	0.00
<b>Capital Gain /(Losses carried forward)</b>	<b>0.00</b>
<b>CGT allocated in prior segments</b>	<b>0.00</b>
<b>Allocations of Net Capital Gains to Pools</b>	
Capital Gain Proportion - Unsegregated Pool (0/0)=100.00%	0.00

**Foreign Tax Offset Calculations****Segment 27 October 2022 to 27 October 2022**

Claimable FTO - Deemed Segregation	0.00
<b>Claimable FTO</b>	<b>0.00</b>

**Segment 28 October 2022 to 15 December 2022**

Claimable FTO - Deemed Segregation	0.00
<b>Claimable FTO</b>	<b>0.00</b>

**Segment 16 December 2022 to 30 June 2023**

Claimable FTO - Deemed Segregation	0.00
<b>Claimable FTO</b>	<b>0.00</b>

**Total Claimable Foreign Credits for the Year****0.00****Foreign Tax Offset (Label C1)**

0.00

**Applied/Claimed FTO**

0.00

**Allocations of Foreign Tax Offset to Members**

Keith Treuel(TREKEI00001A) - 0.00 %	0.00
Keith Treuel(TREKEI00002P) - 100.00 %	0.00
Keith Treuel(TREKEI00006P) - 0.00 %	0.00
Margaret Treuel(TREMAR00001A) - 0.00 %	0.00
Margaret Treuel(TREMAR00003P) - 0.00 %	0.00
<b>Total Foreign Tax Offset Allocated to Members</b>	<b>0.00</b>



**Australian Government**  
**Australian Taxation Office**

**Agent** HERRON ACCOUNTANTS  
**Client** THE TRUSTEE FOR TREUEL  
FAMILY SUPER FUND  
**ABN** 83 244 310 335  
**TFN** 681 125 759

## Income tax 002

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<b>Date generated</b>	07 July 2023
<b>Overdue</b>	\$0.00
<b>Not yet due</b>	\$0.00
<b>Balance</b>	\$0.00

## Transactions

---

0 results found - from **01 July 2022** to **07 July 2023** sorted by **processed date** ordered **newest to oldest**



# PORTFOLIO REPORT

STAKE AUS

As of: 30/06/2023 AEST

Unless otherwise specified, all values are in AUD

## ACCOUNT DETAILS

LOCAL CURRENCY      AUD  
ACCOUNT NUMBER      450674  
ACCOUNT NAME        TREUEL SMSF PTY LTD  
                             <TREUEL FAMILY S/F  
                             ACCOUNT>

SYMBOL	NAME	UNITS	TOTAL COST	AVERAGE UNIT COST	CURRENT MARKET PRICE	MARKET VALUE	TOTAL GAIN / LOSS	GAIN / LOSS %
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TOTAL GAIN/LOSS

A\$ 0.00

TOTAL GAIN/LOSS %

0.00%

LARGEST HOLDING

HOLDINGS

HOLDINGS BY INDUSTRY

## Portfolio Valuation Report (AUS)

**Treuel Smsf Pty Ltd**  
**Treuel Family Super Fund**  
**C6637853**

**01/07/2022 to 30/06/2023**

Security Code	Security Name	Units	Average Unit Cost	Adjusted Unit Cost	Total Cost	Market Price	Market Value	Total Gain / Loss	Gain / Loss Percent
ANZ	ANZ Group Holdings	964	\$24.32750000		\$23,451.71	\$23.7100	\$22,856.44	-\$595.27	-2.54%
BSE	Base Resources	100,000	\$0.16510000		\$16,510.00	\$0.1700	\$17,000.00	\$495.00	3.00%
HVN	Harvey Norman Holdings	27,000	\$3.74020000		\$100,985.40	\$3.4800	\$93,960.00	-\$7,025.00	-6.96%
<b>TOTAL</b>					\$140,947.11	\$	\$133,816.44	-\$7,125.27	-5.06%

Australian and US securities listed in this report are held in custody by Superhero Securities Limited (AFSL 430150). Apex Clearing LLC, a FINRA registered broker-dealer CRD#: 13071/SEC#: 8-23522 act as sub-custodian for US Securities.

Treuel Family Super Fund  
**Pension Summary**

As at 30 June 2023

**Member Name :** Treuel, Keith

**Member Age :** 66\* (Date of Birth : 19/12/1955)

Member Code	Pension Type	Pension Start Date	Tax Free	Min / PF	Minimum	Maximum	Gross Pension Payments	PAYG	Net Pension Payment	Amount to reach Minimum
TREKEI0002P	Account Based Pension	16/12/2022	15.84%	2.50%	\$2,370.00*	N/A	\$2,370.00	\$0.00	\$2,370.00	\$0.00

\*COVID-19 50% reduction has been applied to the minimum pension amount.

TREKEI0006P	Account Based Pension	28/10/2022	100.00 %	2.50%	\$0.00	N/A	\$20.00	\$0.00	\$20.00	NIL
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					<b>\$2,370.00</b>	<b>\$0.00</b>	<b>\$2,390.00</b>	<b>\$0.00</b>	<b>\$2,390.00</b>	<b>\$0.00</b>
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**Member Name :** Treuel, Margaret

**Member Age :** 72\* (Date of Birth : 31/05/1950)

Member Code	Pension Type	Pension Start Date	Tax Free	Min / PF	Minimum	Maximum	Gross Pension Payments	PAYG	Net Pension Payment	Amount to reach Minimum
TREMAR00003P	Account Based Pension	16/12/2022	10.25%	2.50%	\$5,000.00*	N/A	\$5,000.00	\$0.00	\$5,000.00	\$0.00

\*COVID-19 50% reduction has been applied to the minimum pension amount.

					<b>\$5,000.00</b>	<b>\$0.00</b>	<b>\$5,000.00</b>	<b>\$0.00</b>	<b>\$5,000.00</b>	<b>\$0.00</b>
--	--	--	--	--	-------------------	---------------	-------------------	---------------	-------------------	---------------

**Total :**

					<b>\$7,370.00</b>	<b>\$0.00</b>	<b>\$7,390.00</b>	<b>\$0.00</b>	<b>\$7,390.00</b>	<b>\$0.00</b>
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\*Age as at 01/07/2022 or pension start date for new pensions.



Treuel Family Super Fund

# Yearly Projected Pension Calculation Report

As at 01 July 2023

Member Name	Member Code	Pension Type	Pension Start/ Conversion Date	Age (as at 01/07/2023)	Opening Balance	Minimum Amount	Maximum Amount	Tax Free %	Min Tax Free Payments	Min Taxable Payments
Treuel, Keith	TREKEI00002P	Account Based Pension	16/12/2022	67	181,968.28	9,100.00	N/A	15.84	1,441.44	7,658.56
Treuel, Keith	TREKEI00006P	Account Based Pension	28/10/2022	67	94.80	0.00	N/A	100.00	0.00	0.00
					<b>182,063.08</b>	<b>9,100.00</b>			<b>1,441.44</b>	<b>7,658.56</b>
Treuel, Margaret	TREMAR00003P	Account Based Pension	16/12/2022	73	383,753.42	19,190.00	N/A	10.25	1,966.98	17,223.02
					<b>383,753.42</b>	<b>19,190.00</b>			<b>1,966.98</b>	<b>17,223.02</b>
					<b>565,816.50</b>	<b>28,290.00</b>			<b>3,408.42</b>	<b>24,881.58</b>



**NCC Bring Forward Caps**

Member	Bring Forward Cap	2020	2021	2022	2023	Total	Current Position
Treuel, Keith	N/A	0.00	0.00	0.00	0.00	N/A	Bring Forward Not Triggered
Treuel, Margaret	N/A	0.00	0.00	0.00	0.00	N/A	Bring Forward Not Triggered

**Treuel, Keith**

Date	Transaction Description	Contribution Type	Ledger Data				SuperStream Data					
			Concessional	Non-Concession	Other	Reserves	Contribution	Employer	Concessional	Non-Concess	Other	
23/03/2023	ATO Keith Super Cont'n ✓	Any Other			109.35 ✓							
<b>Total - Treuel, Keith</b>			<b>0.00</b>	<b>0.00</b>	<b>109.35</b>	<b>0.00</b>				<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total for All Members</b>			<b>0.00</b>	<b>0.00</b>	<b>109.35</b>	<b>0.00</b>						





THE TRUSTEE FOR TREUEL FAMILY SUPER  
FUND  
33 ALBA PL  
BRIDGEMAN DOWNS QLD 4035

Our reference: 7137336276325

Phone: 13 10 20

ABN: 83 244 310 335

23 March 2023

### **Superannuation remittance advice**

To whom it may concern

An amount of \$109.35 has been forwarded to you from the low income super amount account for THE TRUSTEE FOR TREUEL FAMILY SUPER FUND as per the enclosed remittance advice.

More information about the remittance process is provided on the back of this page, but if you have any questions please phone **13 10 20** between 8.00am and 6.00pm, Monday to Friday.

Yours faithfully

Grant Brodie  
Deputy Commissioner of Taxation

A red checkmark symbol indicating that the information has been verified or is correct.

### Reading your remittance advice

This remittance advice provides details of low income super amounts credited to you for one or more of your members.

### Payment for and account details

These details are provided so you can reconcile each payment with the correct member account.

Where you have made a claim for payment, the member and account details will match those you reported to us as part of your claim.

### Remittance reference number

This is a unique identifier we assign to the remittance of a member's low income super amount payment.

It is important to note this number as it needs to be quoted if you are not accepting a particular payment on this remittance.

### Payment

This is the total amount of low income super amounts being credited for a member.

### Tax file numbers

From 1 July 2007, funds cannot accept any member contributions, including low income super amount paid by the Australian Taxation Office unless the fund holds a tax file number for that member.

### What should you do if you will not be accepting one or more payments on the remittance?

You will need to complete a *Superannuation payment variation advice* (NAT 8451) statement and lodge it and your repayment with us on or before **28 April 2023**.

The *Completing the Superannuation payment variation advice* (NAT 8450) statement instructions will help you fill out this form.

Your repayment can be sent electronically to us by BPAY® or direct credit, or by cheque enclosed with the completed form.

If you are paying by cheque, please refer to the 'How to pay' information on the *Superannuation payment variation advice* (NAT 8451) statement. This will help you to complete the repayment details.

## HOW TO PAY

Your payment reference number (PRN) is:

BPAY®



Billers code: 75556

Ref:

Telephone & Internet Banking – BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or credit card account.

More info: [www.bpay.com.au](http://www.bpay.com.au)

### CREDIT OR DEBIT CARD

Pay online with your credit or debit card at [www.governmenteasypay.gov.au/PayATO](http://www.governmenteasypay.gov.au/PayATO)

To pay by phone, call the Government EasyPay service on **1300 898 089**.

A card payment fee applies.

### OTHER PAYMENT OPTIONS

For other payment options, visit [www.ato.gov.au/paymentoptions](http://www.ato.gov.au/paymentoptions)

## Superannuation remittance advice

Provider: THE TRUSTEE FOR TREUEL FAMILY SUPER FUND  
Tax file number: 681 125 759  
Remittance type: Low income super amount

Payment for	Account/Other ID	TFN	Date of birth	Remittance reference number	Financial year	Payment
Keith Treuel		326 948 445	19/12/1955	7029007085532	2022	\$109.35


Payment details	Description	Processed date	Credit
	Low income super amount remittance	22 March 2023	\$109.35 CR
<b>Total payment amount</b>			<b>\$109.35 CR</b>





# Trustee declaration

To be completed by new trustees and directors of corporate trustees of self-managed super funds.

 We strongly recommend you undertake a free trustee education course before reading and signing this declaration. For more information visit [ato.gov.au/smsf](https://ato.gov.au/smsf) and search 'approved education courses'.



## Who should complete this declaration?

You must complete this declaration if you become a trustee or director of a corporate trustee (trustee) of:

- ☐ a new self-managed super fund (SMSF)
- ☐ an existing SMSF.

You must sign this declaration within 21 days of becoming a trustee or director of a corporate trustee of an SMSF.

A separate declaration is required to be completed and signed by each and every new trustee.

You must also complete the declaration if you:

- ☐ have undertaken a course of education in compliance with an education direction
- ☐ are a legal personal representative who has been appointed as trustee on behalf of:
  - member who is under a legal disability (usually a member under 18 years old)
  - member for whom you hold an enduring power of attorney
  - deceased member.

## Understanding your obligations

We have a range of services available to help you understand your obligations and keep up to date with the latest news for SMSF trustees.

To subscribe to our news and alerts service visit [ato.gov.au/smsf](https://ato.gov.au/smsf) and search 'news and alerts'.

For more information on free approved trustee education courses visit [ato.gov.au/smsf](https://ato.gov.au/smsf) and search 'approved education courses'.

## Before completing this declaration

Before you complete and sign this declaration, make sure you:

- ☐ read each section
- ☐ understand all the information it contains.

- 🔍 If you have any difficulties completing this declaration or you do not fully understand the information it contains:
  - ☐ speak to a professional adviser
  - ☐ visit [ato.gov.au/smsf](https://ato.gov.au/smsf)
  - ☐ phone us on **13 10 20**.

## When completing this declaration

When you complete this declaration, remember to:

- ☐ insert the full name of the fund at the beginning
- ☐ sign and date it
- ☐ ensure it is signed and dated by a witness (anyone 18 years old or over).

## What should you do with the declaration?

You must keep your completed declaration for at least 10 years and make it available to us if we request it.

- 🔍 Do not send your completed declaration to us unless we request this from you.

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Published by

Australian Taxation Office  
Canberra  
June 2021

DE-35147



# Self-managed super fund trustee declaration

## I understand that as an individual trustee or director of the corporate trustee of

Fund name

Treuel Family Super Fund

I am responsible for ensuring that the fund is operated in accordance with the *Superannuation Industry (Supervision) Act 1993* (SISA) and other relevant legislation. The Commissioner of Taxation (the Commissioner) has the authority and responsibility for administering the legislation and enforcing trustees' compliance with the law.

I must keep myself informed of changes to the legislation relevant to the operation of my fund and ensure the trust deed is kept up to date in accordance with the law and the needs of the members.

If I do not comply with the legislation, the Commissioner may take the following actions:

- impose administrative penalties on me
- give me a written direction to rectify any contraventions or undertake a course of education
- enter into agreements with me to rectify any contraventions of the legislation
- disqualify me from being a trustee or director of a corporate trustee of any superannuation fund in the future
- remove the fund's complying status, which may result in significant adverse tax consequences for the fund
- prosecute me under the law, which may result in fines or imprisonment.

### Sole purpose

I understand it is my responsibility to ensure the fund is maintained for the purpose of providing benefits to the members upon their retirement (or attainment of a certain age) or their beneficiaries if a member dies. I understand that I should regularly evaluate whether the fund continues to be the appropriate vehicle to meet this purpose.

### Trustee duties

I understand that by law I must at all times:

- act honestly in all matters concerning the fund
- exercise skill, care and diligence in managing the fund
- act in the best financial interests of all the members of the fund
- keep records of decisions made about the running of the fund, including the appointment of professional advisers and the retirement of members and payment of benefits
- ensure that my money and other assets are kept separate from the money and other assets of the fund
- take appropriate action to protect the fund's assets (for example, have sufficient evidence of the ownership of fund assets)
- refrain from entering into any contract or do anything that would prevent me from, or hinder me in, properly performing or exercising my functions or powers as a trustee or director of the corporate trustee of the fund
- allow all members of the fund to have access to information and documents as required, including details about
  - the financial situation of the fund
  - the investments of the fund
  - the members' benefit entitlements.

I also understand that by law I must prepare, implement and regularly review an investment strategy having regard to all the circumstances of the fund, which include, but are not limited to:

- the risks associated with the fund's investments
- the likely return from investments, taking into account the fund's objectives and expected cash flow requirements
- investment diversity and the fund's exposure to risk due to inadequate diversification
- the liquidity of the fund's investments having regard to the fund's expected cash flow requirements in discharging its existing and prospective liabilities (including benefit payments)
- whether the trustees of the fund should hold insurance cover for one or more members of the fund.

### Accepting contributions and paying benefits

I understand that I can only accept contributions and pay benefits (income streams or lump sums) to members or their beneficiaries when the conditions specified in the law and the fund trust deed have been met.

### Investment restrictions

I understand that, as a trustee or director of the corporate trustee of the fund, subject to certain limited exceptions specified in the law, I am prohibited from:

- giving financial assistance using the resources of the fund to a member of the fund or a member's relative (financial assistance means any assistance that improves the financial position of a person directly or indirectly, including the provision of credit)
- acquiring assets (other than business real property, listed securities, certain in-house assets and acquisitions made under mergers, allowed by special determinations or acquisitions from the trustee or investment manager of another regulated super fund as a result of a breakdown of a relationship) for the fund from members or other related parties of the fund
- borrowing money (or maintaining an existing borrowing) on behalf of the fund except in certain limited circumstances (while limited recourse borrowing arrangements are permitted, they can be complex and particular conditions must be met to ensure that legal requirements are not breached)

- acquiring an in-house asset if the fund's in-house assets exceed 5% of the market value of the fund's total assets, or the in-house assets will exceed 5% of the market value of the fund's total assets by acquiring the asset (in-house assets are loans to, or investments in, related parties of the fund – including trusts – or assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party)
- entering into investments that are not made or maintained on an arm's length (commercial) basis (this ensures the purchase or sale price of the fund's assets and any earnings from those assets reflects their market value).

**Administration**

I understand that the trustees of the fund must:

- keep and retain for at least 10 years
  - minutes of all trustee meetings at which matters affecting the fund were considered (this includes investment decisions and decisions to appoint members and trustees, the retirement of members and payment of benefits)
  - records of all changes of trustees, including directors of the corporate trustee
  - each trustee's consent to be appointed as a trustee of the fund or a director of the corporate trustee
  - all trustee declarations
  - copies of all reports given to members
  - documented decisions about storage of collectables and personal use assets
- ensure that the following are prepared and retained for at least five years
  - an annual statement of the financial position of the fund
  - an annual operating statement
  - copies of all annual returns lodged
  - accounts and statements that accurately record and explain the transactions and financial position of the fund including asset market valuation
  - copies of Transfer balance account reports lodged
  - copies of any other statements you are required to lodge with us or provide to other super funds
- appoint an approved SMSF auditor each year, no later than 45 days before the due date for lodgment of the fund's annual return and provide documents to the auditor as requested
- lodge the fund's annual return, completed in its entirety, by the due date
- review the independent audit report received from the approved SMSF auditor and take action as required
- notify the ATO within 28 days of any changes to the
  - membership of the fund, or trustees or directors of the corporate trustee
  - name of the fund
  - contact person and their contact details
  - postal address, registered address or address for service of notices for the fund
- notify the ATO in writing within 21 days if the fund becomes an Australian Prudential Regulation Authority (APRA) regulated fund.

**DECLARATION**

*By signing this declaration I acknowledge that I understand my duties and responsibilities as a trustee or director of the corporate trustee of the self-managed superannuation fund named on this declaration (or if the fund's name changes, that name). I understand that:*

- I must ensure this document is retained for at least 10 years or while I remain a trustee or director of the corporate trustee (whichever is longer) and, if I fail to do this, penalties may apply.
- Administrative penalties can be imposed on me for not complying with the legislation
- I may have to make this document available for inspection by a member of staff of the ATO and, if I fail to do this, penalties may apply.
- I do not have access to the government's financial assistance program that is available to trustees of APRA regulated funds in the case of financial loss due to fraudulent conduct or theft.
- I declare that the information provided in the form is true and correct.

**Trustee's or director's name**

Margaret Treuel

**Trustee's or director's signature**



Date 27.10.22

**Witness' name** (witness must be 18 years old or over)


**Witness' signature**

Date



# Trustee declaration

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## Who should complete this declaration?

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A separate declaration is required to be completed and signed by each and every new trustee.

You must also complete the declaration if you:

- ☐ have undertaken a course of education in compliance with an education direction
- ☐ are a legal personal representative who has been appointed as trustee on behalf of a:
  - member who is under a legal disability (usually a member under 18 years old)
  - member for whom you hold an enduring power of attorney
  - deceased member.

## Understanding your obligations

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- ☐ understand all the information it contains.

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Published by

Australian Taxation Office  
Canberra  
June 2021

DE-35147



# Self-managed super fund trustee declaration

## I understand that as an individual trustee or director of the corporate trustee of

Fund name

Treuel Family Super Fund

I am responsible for ensuring that the fund is operated in accordance with the *Superannuation Industry (Supervision) Act 1993* (SISA) and other relevant legislation. The Commissioner of Taxation (the Commissioner) has the authority and responsibility for administering the legislation and enforcing trustees' compliance with the law.

I must keep myself informed of changes to the legislation relevant to the operation of my fund and ensure the trust deed is kept up to date in accordance with the law and the needs of the members.

If I do not comply with the legislation, the Commissioner may take the following actions:

- impose administrative penalties on me
- give me a written direction to rectify any contraventions or undertake a course of education
- enter into agreements with me to rectify any contraventions of the legislation
- disqualify me from being a trustee or director of a corporate trustee of any superannuation fund in the future
- remove the fund's complying status, which may result in significant adverse tax consequences for the fund
- prosecute me under the law, which may result in fines or imprisonment.

### Sole purpose

I understand it is my responsibility to ensure the fund is maintained for the purpose of providing benefits to the members upon their retirement (or attainment of a certain age) or their beneficiaries if a member dies. I understand that I should regularly evaluate whether the fund continues to be the appropriate vehicle to meet this purpose.

### Trustee duties

I understand that by law I must at all times:

- act honestly in all matters concerning the fund
- exercise skill, care and diligence in managing the fund
- act in the best financial interests of all the members of the fund
- keep records of decisions made about the running of the fund, including the appointment of professional advisers and the retirement of members and payment of benefits
- ensure that my money and other assets are kept separate from the money and other assets of the fund
- take appropriate action to protect the fund's assets (for example, have sufficient evidence of the ownership of fund assets)
- refrain from entering into any contract or do anything that would prevent me from, or hinder me in, properly performing or exercising my functions or powers as a trustee or director of the corporate trustee of the fund
- allow all members of the fund to have access to information and documents as required, including details about
  - the financial situation of the fund
  - the investments of the fund
  - the members' benefit entitlements.

I also understand that by law I must prepare, implement and regularly review an investment strategy having regard to all the circumstances of the fund, which include, but are not limited to:

- the risks associated with the fund's investments
- the likely return from investments, taking into account the fund's objectives and expected cash flow requirements
- investment diversity and the fund's exposure to risk due to inadequate diversification
- the liquidity of the fund's investments having regard to the fund's expected cash flow requirements in discharging its existing and prospective liabilities (including benefit payments)
- whether the trustees of the fund should hold insurance cover for one or more members of the fund.

### Accepting contributions and paying benefits

I understand that I can only accept contributions and pay benefits (income streams or lump sums) to members or their beneficiaries when the conditions specified in the law and the fund trust deed have been met.

### Investment restrictions

I understand that, as a trustee or director of the corporate trustee of the fund, subject to certain limited exceptions specified in the law, I am prohibited from:

- giving financial assistance using the resources of the fund to a member of the fund or a member's relative (financial assistance means any assistance that improves the financial position of a person directly or indirectly, including the provision of credit)
- acquiring assets (other than business real property, listed securities, certain in-house assets and acquisitions made under mergers, allowed by special determinations or acquisitions from the trustee or investment manager of another regulated super fund as a result of a breakdown of a relationship) for the fund from members or other related parties of the fund
- borrowing money (or maintaining an existing borrowing) on behalf of the fund except in certain limited circumstances (while limited recourse borrowing arrangements are permitted, they can be complex and particular conditions must be met to ensure that legal requirements are not breached)

- acquiring an in-house asset if the fund's in-house assets exceed 5% of the market value of the fund's total assets, or the in-house assets will exceed 5% of the market value of the fund's total assets by acquiring the asset (in-house assets are loans to, or investments in, related parties of the fund – including trusts – or assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party)
- entering into investments that are not made or maintained on an arm's length (commercial) basis (this ensures the purchase or sale price of the fund's assets and any earnings from those assets reflects their market value).

**Administration**

I understand that the trustees of the fund must:

- keep and retain for at least 10 years
  - minutes of all trustee meetings at which matters affecting the fund were considered (this includes investment decisions and decisions to appoint members and trustees, the retirement of members and payment of benefits)
  - records of all changes of trustees, including directors of the corporate trustee
  - each trustee's consent to be appointed as a trustee of the fund or a director of the corporate trustee
  - all trustee declarations
  - copies of all reports given to members
  - documented decisions about storage of collectables and personal use assets
- ensure that the following are prepared and retained for at least five years
  - an annual statement of the financial position of the fund
  - an annual operating statement
  - copies of all annual returns lodged
  - accounts and statements that accurately record and explain the transactions and financial position of the fund including asset market valuation
  - copies of Transfer balance account reports lodged
  - copies of any other statements you are required to lodge with us or provide to other super funds
- appoint an approved SMSF auditor each year, no later than 45 days before the due date for lodgment of the fund's annual return and provide documents to the auditor as requested
- lodge the fund's annual return, completed in its entirety, by the due date
- review the independent audit report received from the approved SMSF auditor and take action as required
- notify the ATO within 28 days of any changes to the
  - membership of the fund, or trustees or directors of the corporate trustee
  - name of the fund
  - contact person and their contact details
  - postal address, registered address or address for service of notices for the fund
- notify the ATO in writing within 21 days if the fund becomes an Australian Prudential Regulation Authority (APRA) regulated fund.

**DECLARATION**

*By signing this declaration I acknowledge that I understand my duties and responsibilities as a trustee or director of the corporate trustee of the self-managed superannuation fund named on this declaration (or if the fund's name changes, that name). I understand that:*

- I must ensure this document is retained for at least 10 years or while I remain a trustee or director of the corporate trustee (whichever is longer) and, if I fail to do this, penalties may apply.
- Administrative penalties can be imposed on me for not complying with the legislation
- I may have to make this document available for inspection by a member of staff of the ATO and, if I fail to do this, penalties may apply.
- I do not have access to the government's financial assistance program that is available to trustees of APRA regulated funds in the case of financial loss due to fraudulent conduct or theft.
- I declare that the information provided in the form is true and correct.

Trustee's or director's name

Keith Phillip Treuel

Trustee's or director's signature

RP Treuel

Date 27.10.22

Witness' name (witness must be 18 years old or over)

Witness' signature

Date



**Herron**

**SMSF ESTABLISHMENT DEED**

**TREUEL FAMILY SUPER FUND**

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# Trust Deed of Treuel Family Super Fund

## Party

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This Deed is made by the Trustee referred to in the Schedule (the "Trustee").

## Background

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- A. The Trustee wishes to establish a self managed superannuation fund for the provision of superannuation benefits for those persons who become Members and their Dependants.
- B. It is intended by this Deed to establish a self managed superannuation fund known by the name referred to in the Schedule ('the Fund').
- C. The Trustee has agreed to act as the first trustee of the Fund.
- D. The fund is to be maintained as a Complying Self Managed Superannuation Fund.

## Operative Provisions

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### 1. Name of the Fund

The fund is to be known by the name referred to in the Schedule.

### 2. Definitions

Words or terms capitalised in this Deed have the meaning given to them in the Rules.

### 3. Establishment of the Fund

- 3.1 The Fund is established on the Date of this Deed referred to in the Schedule.
- 3.2 The Trustee named in the Schedule is the first trustee of the Fund.
- 3.3 Each person named as a Member in the Schedule will be an initial member of the Fund.
- 3.4 The Fund will be managed, administered and applied in accordance with this Deed, the Rules of the Fund and the Relevant Law.

### 4. Fund vested in Trustee

The Fund will be vested in the Trustee in accordance with this Deed, the Rules of the Fund and subject to the Relevant Law.

### 5. Regulated Superannuation Fund

- 5.1 After execution of this Deed, the Trustee must make an election under section 19(4) SIS Act to become a Regulated Superannuation Fund.
- 5.2 Either:
  - 5.2.1 the Trustee will be the sole trustee that is a Constitutional Corporation; or

5.2.2 the sole or primary purpose of the Fund will be the provision of Old-Age Pensions.

**6. Complying Self Managed Superannuation Fund**

The Trustee will do all things as may be necessary to establish and maintain the Fund as a Complying Self Managed Superannuation Fund.

**7. The Rules of the Fund**

The Rules of the Fund are those rules attached to this Deed and any amendment of or replacement of those rules or any other rule deemed by the SIS Act to be a governing rule of the Fund.

## Schedule

**Date of this Deed:** 27 October 2022

**Name of Fund:** Treuel Family Super Fund

**Trustee:** Treuel SMSF Pty Ltd - ACN 663 436 959 of C/-  
Herron Accountants Unit 1 / 48 Flinders Parade, NORTH LAKES,  
QLD 4509

**Member:** Keith Phillip Treuel and Margaret Treuel of 33 Alba Place,  
BRIDGEMAN DOWNS, QLD 4035

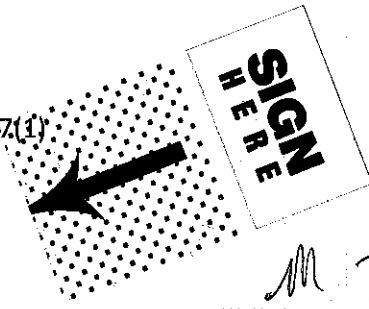
Executed as a Deed

The Trustee

---

EXECUTED by  
Treuel SMSF Pty Ltd  
ACN: 663436959

in accordance with subsection 127(1)  
of the Corporations Act 2001



Keith Phillip Treuel

M Treuel

Director  
Keith Phillip Treuel

Director  
Margaret Treuel

Dated: 27.10.22

Dated: 27.10.22

# The Rules of the Fund

## 1. Purpose of the Fund – Core and Ancillary Purposes

### 1.1 The Fund is to be maintained:

1.1.1 solely for one or more Core Purposes; or

1.1.2 solely for one or more Core Purposes and one or more Ancillary Purposes.

1.2 Despite any other provision of this Deed, the Trustee must be a Constitutional Corporation unless the Trustees are individuals in which case the sole or primary purpose of the Fund is the provision of Old-Age Pensions.

## 2. Trustee

### 2.1 Trustee Structure

The Trustee of the Fund may be a Corporate Trustee or one or more individuals if the sole or primary purpose of the Fund is the provision of Old-Age Pensions and the Trustee and the Members shall take such action as is considered necessary and appropriate to ensure that every Trustee is constituted in a manner complying with the Relevant Law including action relating to the filling of vacancies in accordance with **Rule 2** and the eligibility, appointment, replacement, representation, removal and composition of every Trustee and the directors of a Corporate Trustee.

### 2.2 Appointment and Removal of Trustee

2.2.1 Subject to any requirements of the Relevant Law, the Members in accordance with the other applicable provisions of the Rules may, at any time by deed or written resolution, remove from office any Trustee and shall have the right at any time by deed or written resolution to appoint a new, replacement or additional Trustee.

2.2.2 Notwithstanding **Rule 2.2.1** and subject to the Relevant Law:

(a) a Trustee appointed by the court or the Regulator shall not be removed by the Members; and

(b) a Legal Personal Representative appointed as Trustee by reason of **Rule 2.2.7(a)** or **Rule 14.9.1(a)(ii)** shall not be removed until the Fund has paid the death benefit of the deceased Member in respect of whom the Legal Personal Representative has been appointed as Trustee, unless removal is required to facilitate the death benefit payment.

2.2.3 An individual or Corporate Trustee shall only be appointed as Trustee if that individual or Corporate Trustee has first consented in writing to the appointment as Trustee. A person shall only be appointed as a director of a Corporate Trustee if that person has first consented to their appointment as director of the Corporate Trustee.

- 2.2.4 Each Trustee and every director of a Corporate Trustee upon appointment must:
- (a) agree in writing to be bound by the Deed and the Rules; and
  - (b) sign a trustee declaration in a form approved by the Regulator under section 104A SIS Act; (or otherwise as may be permitted by the Regulator) among other matters, acknowledging that the duties and responsibilities as a Trustee or a director of a Corporate Trustee of the Fund.
- 2.2.5 A Trustee will continue to hold office until:
- (a) the Trustee resigns by notice in writing to the Members and to any other Trustees;
  - (b) if an individual, the Trustee dies;
  - (c) if an individual, the Trustee is under a legal disability and is incapable of performing the duties of a Trustee;
  - (d) the Trustee is a Disqualified Person;
  - (e) the Fund would fail to satisfy the definition of a self managed superannuation fund under the Relevant Law by reason of the Trustee continuing in that role;
  - (f) subject to the Relevant Law, the Fund's status as a complying self managed superannuation fund would be jeopardised or altered if the Trustee continued to hold office;
  - (g) is removed from office by the Members pursuant to the provisions of the Rules or the Relevant Law;
  - (h) is suspended or removed from office by the Regulator pursuant to the Relevant Law.
- 2.2.6 Any vacancy in the office of Trustee or in the directorship of a Corporate Trustee shall be filled as and when required by the Relevant Law but until and unless any vacancy is filled the continuing Trustee(s) or directors of a Corporate Trustee may continue to exercise the role and function of Trustee subject to **Rule 14.9.1(a)**. There shall be no obligation to fill any vacancy, unless required by the Relevant Law, if there is at least one Trustee or one director of a Corporate Trustee.
- 2.2.7 Despite **Rule 2.2.6** and having regard to the requirements of **Rule 14.9.1(a)(ii)** and subject to **Rule 2.2.8**:
- (a) Where a Member dies (and the Trustee is required to exercise a discretion regarding a death benefit to be paid in respect of that deceased Member) the Legal Personal Representative of the deceased Member shall be appointed as either a Trustee or a director of a Corporate Trustee as soon as practicable and within six (6) months from the date of the Member's death until not later than the date that the

death benefits in respect of that Member commence to be payable by the Fund in accordance with section 17A(3) SIS Act;

- (b) where a Member who is a Trustee or a director of a Corporate Trustee is under a legal disability, the Legal Personal Representative of the Member shall replace that Trustee or director;
- (c) notwithstanding **Rule 2.2.7(a)** and **Rule 2.2.7(b)**, if there is more than one Legal Personal Representative of the Member, the continuing Trustees may appoint all of them and otherwise determine which of the Legal Personal Representatives must be appointed as Trustee;
- (d) A Corporate Trustee must ensure that the constituent documents of the Corporate Trustee do not prohibit the Legal Personal Representative of a director of the Corporate Trustee who dies or is under a legal disability from replacing that director as a director of the Corporate Trustee.

**2.2.8 Rule 2.2.7 does not apply:**

- (a) if a continuing Trustee or a director of a Corporate Trustee is the sole Legal Personal Representative of a Member who has died or is under a legal disability;
- (b) if a Legal Personal Representative of a Member who has died or is under a legal disability does not consent to appointment as a Trustee or a director of a Corporate Trustee.

**2.2.9 Any requirement under State Trust Law that:**

- (a) an appointment of a Trustee, new Trustee, replacement Trustee or additional Trustee must be registered for that appointment to be effective is expressly excluded to the extent not prohibited by that State Trust Law; and
- (b) the Fund must not have less than two Trustees or places a limit on the number of Trustees that may be appointed and is capable of being excluded by these Rules is expressly excluded if the Fund complies with the Relevant Law.

**2.2.10** If no person has the power under **Rule 2.2** to appoint or remove a Trustee, then the Legal Personal Representative of the last person who was a Trustee may exercise that power by deed.

**2.3 Transfer of Assets**

**2.3.1** If a Trustee's office terminates, the outgoing Trustee or their Legal Personal Representative must:

- (a) provide to any new or continuing Trustee all records, information and other property relating to the Fund in its control; and
- (b) do all things necessary to complete the appointment of a new Trustee.



- 2.3.2 If a new Trustee is appointed, then the new Trustee must do such things as are necessary to ensure that the assets of the Fund are transferred to or in the control of the Trustee.

**2.4 Trustee Meetings**

- 2.4.1 Any individual Trustee may at any time convene a Trustee meeting by notice to the other Trustee.
- 2.4.2 A Trustee meeting may be held in person or by any technological means by which the Trustees are able simultaneously to hear each other and to participate in discussion.
- 2.4.3 Subject to these Rules the Trustees may meet together, adjourn and regulate their meetings as they think fit.
- 2.4.4 The Trustees may determine the quorum necessary for the conduct of business.

**2.5 Decisions of Trustees**

- 2.5.1 Subject to compliance with **Rule 2.5.5**, business arising at a Trustee meeting will be decided by a majority of the Trustees present and voting and all such decisions of the Trustees shall be binding on all Trustees provided always that in making any decision the Trustees have regard to the covenants or obligations imposed on the Trustees under **Rule 3** and the Relevant Law.
- 2.5.2 If there is more than one Legal Personal Representative or parent or guardian of a Member appointed as a Trustee in place of that Member, those Legal Personal Representatives or parents or guardians as Trustees must jointly vote for the purposes of any meeting and resolution.
- 2.5.3 Where a Trustee is a Member of the Fund and is also Trustee in place of another Member, the Trustee shall have a deliberative vote for the purposes of any meeting and resolution and an additional deliberative vote as Trustee in place of another Member, subject to **Rule 2.5.2**.
- 2.5.4 If the Trustees are individuals (and unless all the Trustees otherwise agree in writing) each individual Trustee is entitled to cast the number of votes nearest to the number of whole dollars (ignoring cents) of that Member's Account the Trustee represents and any amounts in Reserve (if there is a Reserve) that an actuary has determined might be transferred to the Member's Account to pay a pension, but no less than one vote each.
- 2.5.5 All decisions of the Trustee concerning the payment of a death benefit pursuant to **Rule 14.9.7** in respect of a deceased Member require the prior written consent of the Legal Personal Representative of the deceased Member, if there is one.

**2.6 Written Resolutions**

Despite **Rule 2.5.4**, a resolution in writing signed by a majority of the Trustees will:

- 2.6.1 have the same effect and validity as a resolution of the Trustees present and voting at a Trustees' meeting; and
- 2.6.2 be deemed to have been passed on the day on which the document was last signed by a Trustee, notwithstanding that the written resolution may have been signed in two or more counterparts and may be in the form of a copy or electronic transmission.

**2.7 Conflict of Interest**

- 2.7.1 A Trustee or any director, employee, delegate, agent or other officer of the Trustee may be involved in the exercise of all powers, authorities and discretions conferred on the Trustees notwithstanding that they may have a conflict of interest or duty.
- 2.7.2 Every Trustee must disclose their interest to the other Trustees and all declarations must be recorded, in the minutes of the relevant Trustees' meeting or noted in a written resolution made in accordance with **Rule 2.6** or otherwise recorded in a manner accepted by the Trustees.
- 2.7.3 The failure by a Trustee to make disclosure under this **Rule 2.7** does not render void or voidable a contract or arrangement in which the Trustee has a direct or indirect interest.
- 2.7.4 A Trustee or a director of a Corporate Trustee may vote in respect of a contract or arrangement or any other matter in which the Trustee or a relative or associate of the Trustee or the relative or associate of a director or shareholder of a Corporate Trustee has a direct or indirect interest.

**2.8 Validity of Acts of Trustees**

The acts of the Trustee will remain valid notwithstanding that it is subsequently found that there was a defect in the appointment of a Trustee or in the appointment of a Corporate Trustee or if the individual Trustee or director was or becomes a Disqualified Person.

**2.9 Constituent documents of a Corporate Trustee**

A Corporate Trustee must ensure that its constituent documents are consistent with the Rules and any requirements under the Relevant Law.

**3. Covenants of Trustees**

- 3.1 Subject to section 52B SIS Act, each Trustee covenants:
  - 3.1.1 to act honestly in all matters concerning the Fund;
  - 3.1.2 to exercise, in relation to all matters affecting the Fund, the same degree of care, skill and diligence as an ordinary prudent person would exercise in dealing with property of another person for whom the person felt morally bound to provide;
  - 3.1.3 to perform the Trustee's duties and exercise the Trustee's powers in the best financial interests of the Beneficiaries;

- 3.1.4 to keep the money and other assets of the Fund separate from any money and assets:
  - (a) that are held by the Trustee personally; and
  - (b) that are money or assets, as the case may be, of a standard employer-sponsor, or an associate of a standard employer-sponsor, of the Fund;
- 3.1.5 not to enter into any contract, or do anything else, that would prevent the Trustee from, or hinder the Trustee in, properly performing or exercising the Trustee's functions and powers;
- 3.1.6 to formulate, review regularly and give effect to an investment strategy that has regard to the whole of the circumstances of the Fund including, but not limited to, the following:
  - (a) the risk involved in making, holding and realising, and the likely return from, the Fund's investments, having regard to its objectives and its expected cash flow requirements;
  - (b) the composition of the Fund's investments as a whole including the extent to which the investments are diverse or involve the Fund in being exposed to risks from inadequate diversification;
  - (c) the liquidity of the Fund's investments, having regard to its expected cash flow requirements;
  - (d) the ability of the Fund to discharge its existing and prospective liabilities;
- 3.1.7 if there are any reserves of the Fund, to formulate, review regularly and give effect to a strategy for their prudential management, consistent with the Fund's investment strategy and its capacity to discharge its liabilities (whether actual or contingent) as and when they fall due;
- 3.1.8 to allow a Beneficiary of the Fund access to any prescribed information or any prescribed documents.

3.2 Each director of a Corporate Trustee covenants to exercise a reasonable degree of care and diligence for the purposes of ensuring that the Corporate Trustee carries out the covenants referred to in **Rule 3.1**. A reference to reasonable degree of care and diligence is a reference to the degree of care and diligence that a reasonable person in the position of director of the Corporate Trustee would exercise in the circumstances.

#### **4. Trustee's Powers**

##### **4.1 All Powers**

The Trustee will have all the powers of a natural person. Without limitation, the Trustee will have the powers enumerated in this Rule and power to do everything necessary or desirable to manage, administer and deal with the Fund and all proceedings, matters and things connected with the Fund in an efficient and prudent manner in accordance with the Deed, the Rules and the Relevant Law and as if the Trustee was the legal and beneficial owner of the assets of the Fund, including the power of:

- 4.1.1 **Deal with Fund assets:** entering into and executing all contracts, deeds and documents and doing all such matters and things considered expedient for the purpose of investing Fund monies and carrying out the trusts, authorities, powers and discretions conferred upon the Trustee by the Deed and the Rules;
- 4.1.2 **Bank accounts:** opening and operating, by any means including electronically, any account of any description with any financial institution and making regulations for the operation of such accounts and in accordance with those regulations to jointly or severally draw, make, accept, endorse, discount, issue or otherwise deal with any promissory note, bill of exchange, bill of lading, cheque or other negotiable or transferrable instrument;
- 4.1.3 **Sign, authorise and approve:** determining who shall be entitled to sign, authorise and approve receipts, acceptances, endorsements, releases, promissory notes, bills of exchange and lading, cheques, negotiable and transferrable instruments, agreements, writings, contracts, documents or electronic transactions of any kind whatsoever;
- 4.1.4 **Fund obligations:** giving such undertakings and incurring all such obligations relating to the Fund as the Trustee thinks fit;
- 4.1.5 **Legal proceedings:** instituting, conducting, defending or abandoning, settling, compromising or submitting to arbitration any claim, proceedings, matter or thing relating to the Fund or to the rights of Members or other persons claiming to be entitled to be paid a Benefit from the Fund and allowing time for payment or satisfaction of any debts owed to or by the Fund;
- 4.1.6 **Vary investments:** varying or realising an investment of any part of the Fund at any time and reinvesting money resulting from the realisation in any form of investment;
- 4.1.7 **Conduct businesses and profit making undertakings:** conducting and terminating any trade, business or profit making undertaking or scheme anywhere in the world, either alone, in partnership or by joint venture, and under any name as the Trustee thinks fit;
- 4.1.8 **Engage:** engaging and paying remuneration to any person (including a Member or Trustee) in connection with anything required to be done pursuant to the Deed and the Rules and may remove or suspend any such person;
- 4.1.9 **Borrowing:** borrowing or raising any financial accommodation including by drawing, endorsing, accepting or otherwise dealing in any bill of exchange, promissory note or other negotiable instrument for the purposes permitted by the Relevant Law (including for the purpose of investing in a limited recourse borrowing arrangement or an instalment warrant arrangement) and secure the borrowing or financial accommodation in such a manner and upon such terms and conditions and at such rate of interest as the Trustee determines and in particular, by assigning, pledging, charging or mortgaging all or any of the assets of the Fund;
- 4.1.10 **Lending:** lending money and securing the repayment of that money in any manner and upon any terms which the Trustee may consider advisable within the confines of the Relevant Law;

- 4.1.11 **Insurance:** insuring or re-insuring any risks, contingencies or liabilities of the Fund;
- 4.1.12 **Pay expenses:** paying out of the Fund all costs, taxes and expenses of the Fund, including the fees of any advisers or agents and the remuneration of persons appointed pursuant to the Rules;
- 4.1.13 **Discharge liabilities:** making and giving receipts and releases or discharges of any kind;
- 4.1.14 **Indemnification:** giving any guarantee, indemnity or undertaking to indemnify any person in respect of any claim, matter or thing relating to the Fund or to the rights of Members, or other persons entitled in respect of the Fund;
- 4.1.15 **Life Insurance Policies:** effecting life insurance policies for the purposes of providing benefits for Members including insurance policies over the life of a Member for the benefit of another Member;
- 4.1.16 **Mortgage Protection Insurance:** effecting mortgage protection insurance or like insurances to cover payment of borrowings by the Fund;
- 4.1.17 **Allocation of insurance premiums and proceeds:** subject to Relevant Law, entering into agreements with Members about the payment of insurance policy premiums and the allocation of insurance policy proceeds for any insurance policy not being an Individual Policy;
- 4.1.18 **Receive gifts or distributions:** receiving property by gift inter vivos or by distribution under a will or under the provisions of any other trust or otherwise from any person and to hold these gifts according to the Rules and to administer such additions under these provisions;
- 4.1.19 **Payment of Benefits:** paying or applying a Benefit out of the Fund to persons entitled without being responsible for seeing to the application of payments made in the exercise of this or any other power vested in the Trustee by the Deed and the Rules;
- 4.1.20 **Delegation:** delegating in writing the exercise of all or any of the powers or discretionary authorities conferred on the Trustee and to execute any powers of attorney or other instruments necessary to effect such a delegation;
- 4.1.21 **To act on advice:** acting upon the advice of any legal practitioner, any medical practitioner, accountant, actuary, superannuation consultant or any investment or financial adviser or any other professional person without being liable to any Members or their Dependants or their Legal Personal Representative in respect of any act done by the Trustees in accordance with such advice;
- 4.1.22 **Charge a fee:** charging fees for doing anything permitted or required under the Relevant Law and for which a fee may be charged;
- 4.1.23 **Irrevocable election:** irrevocably electing that the Fund become a Regulated Superannuation Fund.

**4.2 Absolute Discretion**

4.2.1 Except as expressly provided to the contrary in the Rules, the Trustee in the exercise of the authorities, powers and discretions given to it under the Deed and the Rules, has an absolute and unfettered discretion, and may from time to time exercise or enforce all or any of such powers, authorities and discretions, and will have power generally to do all such things as the Trustee in its absolute discretion considers appropriate in the administration of the Fund and the performance of its obligations under the Deed, the Rules and the Relevant Law.

4.2.2 The Trustee may, in its absolute discretion, waive any requirement of the Deed and the Rules in respect of any Member if any such action does not cause a breach of the Relevant Law.

**4.3 Delegation and Appointment of Attorney by Trustee and Appointment of Custodian**

4.3.1 The Trustee may delegate in writing the exercise of all or any of the powers or discretionary authorities conferred on the Trustee and execute any powers of attorney or other instruments necessary to effect such a delegation.

4.3.2 The Trustee may appoint one or more attorneys under power of attorney upon such terms as the Trustee thinks fit to perform any of the powers, authorities, duties or functions conferred on the Trustee by the Deed, Rules or by the Relevant Law. Any such power of attorney will remain valid and effectual for the period nominated by the Trustee or until revoked by the Trustee.

4.3.3 The Trustee may appoint any person as custodian or nominee to hold legal title of any asset acquired or to be acquired by the Trustee on such terms as the Trustee thinks fit.

**4.4 Remuneration of the Trustee**

4.4.1 The Trustee will not receive any salary or remuneration from the Fund in respect of its services as Trustee unless permitted under the Relevant Law.

4.4.2 Subject to the Relevant Law, nothing in this Deed or the Rules will preclude any firm, corporation or partnership of which the Trustee or any of its directors is a partner, director, shareholder, related body corporate (as defined in the Corporations Act) or employee from being paid out of the Fund any proper fees or remuneration for professional or other services rendered by such firm, corporation or partnership in connection with the Fund.

**4.5 Inquiries and Complaints**

The Trustee must to the extent required by the Relevant Law establish arrangements to deal with inquiries or complaints about the operation or management of the Fund.

**4.6 Dependants and Other Beneficiaries**

The Trustee may exercise all its powers under the Deed, the Rules and the Relevant Law in respect of Dependants and any other person entitled to a Benefit. All such persons must comply with the provisions of the Rules and any direction of the Trustee in relation to the payment of any Benefit.

#### 4.7 Indemnity

##### 4.7.1 Limitation

Subject to **Rules 4.7.2** and **4.7.3**, no Trustee or, where the Trustee is a corporation, none of its directors or officers, will be personally liable for any loss, damage, detriment, mistake, omission, expense or damage or costs ("**Detriment**") whatsoever incurred by any person in connection with the Fund for any reason and without limitation including:-

- (a) Any Detriment arising from reliance on professional advice; or
- (b) Any Detriment arising from the failure of an investment; or
- (c) Any Detriment consequent upon the Trustee complying with Relevant Law, despite the Trustee's action or inaction being a breach of this Deed.

##### 4.7.2 Exception

**Rule 4.7.1** does not apply:

- (a) to the extent that the Detriment is due to the Trustee's, director's or officer's dishonesty or intentional or reckless failure to exercise the degree of care and diligence that the Trustee, director or officer or other person or entity was required to exercise; or
- (b) to the extent that it is inconsistent with Relevant Law.

##### 4.7.3 Indemnity

The Trustee and, where the Trustee is a corporation, its directors and officers are entitled, to the maximum extent permitted by law and in the circumstances referred to in **Rule 4.7.1** and subject to **Rule 4.7.2** to be indemnified from the Fund against all liabilities incurred by each of them or other person in connection with the execution, attempted execution, or non-execution of the Trustee's performance, powers, duties and discretions under this Deed except for an administrative penalty or a civil penalty order under the Relevant Law.

##### 4.7.4 Payment and reimbursement

- (a) Subject to the Relevant Law, the Trustee and, if the Trustee is a corporation, its directors and officers, may recover from the Fund amounts required:
  - (i) to meet the indemnities referred to above; and
  - (ii) to meet all liabilities whatsoever in connection with the Fund and the exercise of their powers and duties under or in connection with this Deed.
- (b) For the purpose of these indemnities, and to the maximum extent permitted by law and subject to the Relevant Law, the Trustee or, if the

Trustee is a corporation, its directors and officers have, and may exercise, a lien over the Fund.

**4.8 Release**

Subject to Relevant Law, the Trustee (and in the case of a Corporate Trustee, each director) is released from all liabilities, losses, costs and expenses incurred in the exercise or purported exercise or attempted exercise of the trusts, powers, authorities and discretions vested in the Trustee or at law, including in respect of any payments made to any person whom the Trustee bona fide believes to be entitled to the payment and it is subsequently found that the person was not in fact so entitled.

**4.9 Limited Indemnity and Release**

Nothing in the Deed has the effect of indemnifying or releasing the Trustee (and in the case of a Corporate Trustee, its director) in respect of any liability:

4.9.1 for a breach of trust, where the Trustee fails to act honestly, or fails intentionally or recklessly to exercise, the degree of care and diligence that the Trustee was required to exercise; or

4.9.2 for a monetary penalty under a civil penalty order.

**4.10 Confidentiality**

The Trustee shall keep confidential all material and information concerning the administration and management of the Fund and concerning Members and their Dependants and only use that material and information in the administration and management of the Fund and unless required expressly in these Rules or by the Relevant Law shall not be obliged to give reasons for any decisions or acts or omissions of the Trustee.

**5. Membership**

**5.1 Admission**

The Trustee may in its absolute discretion admit to membership of the Fund any person that the Trustee regards as eligible for membership with effect from such date, whether retrospective or prospective, as the Trustee determines. The Trustee may require an application for membership in such form as the Trustee accepts and or that the person enter into a written agreement with the Trustee imposing special conditions in respect of membership.

**5.2 Bound by the Deed and the Rules**

Every person admitted to membership of the Fund becomes a Member and is bound by the Deed and the Rules.

**5.3 Variation of Membership Terms**

The Trustee may, by written agreement with any Member, vary the terms and conditions applicable to that Member's membership of the Fund, including the contributions and Benefits payable to or in respect of the Member.



**5.4 Information to Members**

The Trustee must, as soon as practicable after the admission of a Member, and/or at such other times as is required by the Relevant Law give to that Member and any other entitled person any information and details about the Fund required by the Relevant Law.

**5.5 Information from Members**

5.5.1 Every Member and Dependant must provide such information and documents, submit to such medical examinations, and generally do such things as the Trustee considers necessary for the Trustee to administer the Fund and for the Trustee to otherwise be satisfied that such person is entitled to a Benefit from the Fund. The Trustee may suspend the payment of any Benefit if the Member or Dependant fails to comply with any Trustee request for this purpose.

5.5.2 If the Trustee's first request is not complied with within six (6) months, the Benefit payable to or for such Member or Dependent may cease or may be transferred in part or in whole in such amounts as shall be determined by the Trustee to an Eligible Fund.

**5.6 Person to Receive a Reversionary Pension**

Subject to the Rules and the Relevant Law, the Trustee must admit a person as a Member where that person will be paid a pension from the Fund as a consequence of the death of another Member.

**5.7 Cessation of Membership**

Subject to Relevant Law, a person ceases to be a Member of the Fund:

5.7.1 if the Member dies, when all their Superannuation Entitlements in the Fund have been paid, applied or transferred from the Fund;

5.7.2 when all Benefits which are or may be payable under these Rules in respect of the Member have been paid;

5.7.3 when a transfer of the balance of their Member Account is made to an Eligible Fund;

5.7.4 when the Trustee requires a Member to cease membership of the Fund to comply with the Relevant Law;

5.7.5 when the Member has a nil balance in the Fund and the Trustee determines that the Member is not to continue to be recognised as a member of the Fund;

5.7.6 when the Trustee otherwise reasonably determines.

Subject to the Relevant Law, a person who ceases to be a Member may continue to act as a Trustee (or director of a Corporate Trustee) if they are or were appointed by another Member.

**5.8 Closure of Membership**

To permit the Fund to qualify or to continue to qualify for a duty exemption or nominal or concessional assessment of duty under the laws of any State or Territory on the transfer of an asset to the Fund in respect of an asset acquired by the Trustee and held for the benefit of particular Members of the Fund at that time, the Trustee may close the membership of the Fund to new members permanently or until such time as such asset has been used to pay Benefits to those Members. The Trustee shall do all things and execute all such necessary deeds or documents to give effect to the closure to new members.

**6. Contributions to the Fund**

**6.1 Acceptance of Contributions**

The Trustee subject to the Relevant Law:

6.1.1 may accept contributions in respect of a Member including, without limitation:

- (a) government co-contribution;
- (b) child contributions;
- (c) spouse contributions;
- (d) the whole or part of any Shortfall Component in respect of any employee or Member received from the Commissioner of Taxation;
- (e) Splittable Contributions; and
- (f) any downsizer contributions as defined and provided in the Relevant Law;

6.1.2 must not accept any contribution if, in the opinion of the Trustee, the acceptance of the contribution would be in breach of the Relevant Law;

6.1.3 may allocate, record or treat the whole or part of a contribution in a manner not prohibited by the Relevant Law including the allocation of the whole or part of a contribution to a reserve; and

6.1.4 may refuse to accept part or all of any contributions as the Trustee deems appropriate.

**6.2 Form of Contributions**

6.2.1 Subject to the Relevant Law, contributions may be made either in money or by in specie transfer of assets not prohibited by the Relevant Law.

6.2.2 If a contribution is made by an in specie transfer:

- (a) the amount of the transfer will be the market value of the asset determined by the Trustee at the time of its transfer;

- (b) any other terms and conditions of the transfer will be as determined by the Trustee; and
- (c) in the event that the Trustee wishes to restrict the Benefits arising from the assets transferred to the Fund under this Rule to particular Members, the Trustee shall either proceed under **Rule 7.4** to hold the assets specifically to provide Benefits for those Members, or, if those Members are the only Members of the Fund at the time of transfer, the Trustee may close the membership of the Fund to new members under **Rule 5.8**.

### **6.3 Splittable Contributions**

Subject to the Relevant Law, the Trustee may allow Splittable Contributions and a Member may request that the Trustee allocate the whole or part of that contribution to any other Member or person.

### **6.4 Contribution Repayment or Release**

- 6.4.1 The Trustees may repay the whole or any part of a contribution and any associated earnings to a Member but only if the repayment is not in breach of the Relevant Law.
- 6.4.2 Subject to the Relevant Law, the Trustee may repay a contribution if the Trustee is satisfied that it was paid to the Trustee by mistake.
- 6.4.3 The Trustee must repay the whole or part of a contribution and any associated earnings to the Member if directed by the Regulator. The Trustee may deduct from the repayment any liabilities or expenses incurred or provision for liabilities or expenses in relation to the contribution.
- 6.4.4 If excess contributions are received by the Fund and the Trustee receives a release authority under the Relevant Law, then the Trustees may release funds and pay Excess Contributions Tax in accordance with the release authority and the Relevant Law.

## **7. Investments**

### **7.1 Investment Strategy**

The Trustee must formulate in writing, give effect to and review regularly an investment strategy that complies with the requirements of the Relevant Law.

### **7.2 Authorised Investments**

- 7.2.1 Subject to the Relevant Law, the Trustee may directly or indirectly invest in any investment the Trustee considers appropriate, all or so much of the assets of the Fund not required immediately for the payment of Benefits or other amounts authorised by the Rules.
- 7.2.2 Without limiting **Rule 7.2.1**, the Trustee may invest alone, in partnership or jointly with any other entity in:

- (a) any investment authorised by the laws of the Commonwealth of Australia or any State or Territory of Australia for the investment of trust funds;
- (b) the acquisition of any interest in real or personal property, and the improvement or extension of that property;
- (c) any mortgage on freehold or leasehold property situated in Australia or elsewhere;
- (d) any deposit with any bank, building society, other financial institution or any person or organisation whatsoever and at such rate of interest and upon such terms as the Trustee may deem reasonable;
- (e) the making of any loan to any entity (except to a Member or a relative of a Member) with or without security, and at such rate of interest and upon such terms as the Trustee considers reasonable;
- (f) the acquisition of foreign currencies, commodity contracts, hedging contracts or futures contracts of any kind quoted on a recognised stock exchange;
- (g) the acquisition of shares or stock of any class or description, or of any type of bond, mortgage, debenture, note option, warrant, derivative or other like security in any company or trust fund, society, unincorporated association or other entity in any part of the world whether or not carrying on business in Australia and whether the shares or stock be fully or partly paid up, and whether secured or unsecured, registered or unregistered;
- (h) the acquisition of, or subscription for, any unit or interest in any unit trust established or situated anywhere in the world, and whether such units or interests are fully paid up or whether their issue involves any contingent or reserve liability;
- (i) the acquisition of any financial product (including instalment warrants or other derivative) over any assets in which the Trustee is authorised to invest;
- (j) the acquisition of any precious metals, coins, stamps, works of art, antiques and any other precious objects;
- (k) the acquisition of any insurance policy or annuity of any kind whatsoever and wherever made;
- (l) the discounting of loans, mortgages, contracts, hire purchase agreements or leases;
- (m) the acquisition of digital currency, cryptocurrency and such other similar or like digital assets;
- (n) bills of exchange, bill of lading, promissory notes or other negotiable or transferable instruments; and

- (o) any other investment the Trustee considers appropriate.

**7.3 Power to Sell and Vary Investments**

The Trustee may sell or otherwise dispose of any investments and may vary and transpose any investments into other investments permitted by the Rules.

**7.4 Assets Specific to a Member**

7.4.1 The Trustee, with the agreement of the Member concerned, may invest in or acquire certain identifiable investments or assets for the benefit of any Member and to make a specific investment for the benefit of any Member providing that such investment complies with the investment strategy of the Fund and shall hold such assets for the specific benefit of the Member concerned and which shall be recorded in the Member's account.

7.4.2 Despite anything contained in the Rules, any asset held for the specific benefit of a Member shall be segregated from other assets of the Fund and shall not be transferred from the Member's account and no other person shall obtain an interest in the asset unless:

- (a) the asset is being transferred to the Member as payment of a Benefit in specie to the Member;
- (b) the asset is being sold and the proceeds are to be paid to the Member as payment of a Benefit; or
- (c) the transfer of the asset does not affect any duty exemption or concessional or nominal assessment of duty obtained under the laws of any State or Territory to the transfer of the asset to the Fund when the asset was first acquired by the Trustee.

**7.5 Restrictions on Member Contributed Property.**

7.5.1 Despite any other provision in the Rules to the contrary, and subject to the passing of a resolution by the Trustee that this Rule (and any variation of this Rule), applies if the Trustee acquires Member Contributed Property:

- (a) either:
  - (i) the Transferor of the Member Contributed Property must be the only Member (or Members) of the Fund and the Trustees must not admit any further Members to the Fund whilst the Fund holds the Member Contributed Property; or
  - (ii) the Member Contributed Property must be used solely for the benefit of the Transferor as Member; and
- (b) any Member Contributed Property must be used solely for the purpose of providing a retirement benefit to the Transferor(s) as Member(s); and
- (c) the Member Contributed Property:

- (i) must be held by the Trustees specifically for the benefit of the Transferor as a Member of the Fund (or if there is more than one, each of them in the same proportions as that property was held before the transfer); and
  - (ii) cannot be pooled with any property held for another Member of the Fund; and
  - (iii) no other Member of the Fund can obtain an interest in the Member Contributed Property.
- (d) The Trustee must not do or fail to do anything, including the amendment or deletion of this **Rule 7.5**, at any time, if doing so would result in the Trustee (or any custodian trustee of that property for the Trustee of the Fund) not obtaining or not being entitled to obtain or retain the benefit of any exemption or concession that would otherwise apply or continue to apply in respect of the transfer of the Member Contributed Property.

## **7.6 Gifts and Distributions**

- 7.6.1 Subject to the Relevant Law, the Trustee may accept gifts or distributions made to the Fund from any person or organisation whatsoever.
- 7.6.2 The Trustee may allocate such gifts or distributions to any Account of the Fund for any purpose as it sees fit.

## **7.7 Investment Income**

The Trustee must, to the extent required by the Relevant Law, at the Review Date:

- 7.7.1 value all of the assets of the Fund; and
- 7.7.2 determine the net income and net capital gains of the Fund (whether realised or unrealised) for the period since the last Review Date, after deducting any capital losses, expenses and Taxes as the Trustee considers appropriate.

## **7.8 Fund Earning Rate**

At the Review Date, the Trustee must determine the rate or amount at which the income of the Fund is to be credited or debited to Member Accounts and other Accounts and Reserves established by the Trustee, having regard to:

- 7.8.1 the amount of income for the Financial Year ending on the relevant Review Date;
- 7.8.2 the amount of income expected for the subsequent Financial Year;
- 7.8.3 the amount of income credited to the Member's Accounts in previous Financial Years;
- 7.8.4 the amount of Taxes, costs and other liabilities of the Fund;
- 7.8.5 investment strategies of the Fund; and

7.8.6 any other matters the Trustee considers relevant.

**7.9 Interim Fund Earning Rate**

During a Financial Year, the Trustee may determine an interim rate or amount at which the income of the Fund is to be credited or debited to any Member Account for the purpose of calculating the Member's entitlement to Benefits.

**8. Borrowing - section 67A and 67B of the SIS Act Arrangements**

**8.1 Borrowing**

8.1.1 The Trustee may borrow money or maintain an existing borrowing of money and assign, pledge, mortgage or charge any of the assets of the Fund as security for any financial accommodation, if the Relevant Law permits.

8.1.2 Subject to the Relevant Law, the Trustee may raise any money in any lawful manner including by drawing, endorsing, accepting or otherwise dealing in any bill of exchange, promissory note or other negotiable instrument. The Trustee may secure the repayment of any moneys so raised with interest at such rate as the Trustee thinks fit and upon any terms and conditions in all respect as the Trustee thinks fit, and:

(a) any money raised by the Trustee will form part of the Fund; and

(b) interest payable on such borrowings as referred to in this **Rule 8.1** is a proper outgoing of the Fund.

**8.2 Limited Recourse Borrowing**

The Trustee has all the necessary powers to enter into any arrangement that complies, to the extent necessary, with sections 67A and 67B SIS Act and subject to those sections (and without limiting them) the Trustee may:

8.2.1 borrow money;

8.2.2 maintain an existing borrowing of money;

8.2.3 assign, pledge, mortgage or charge assets of the Fund as security for a borrowing or financial accommodation;

8.2.4 enter into and execute all documents including documents in connection with acquiring a beneficial interest of an original asset or replacement asset as defined in that section;

8.2.5 pay the expenses incurred in any such borrowing from the borrowed money;

8.2.6 refinance or vary the terms of a borrowing; and

8.2.7 do all such things as may be ancillary or necessary including, without limitation, the variation and transposing of any asset so acquired including such acts and the entering into of such deeds or documents as may be necessary with any person or entity holding or to hold legal title to an asset referred to in that section.

**8.3 Loan Applications & Conditions**

The Trustee may make a loan application to any lender and utilise the services of any custodian and make such arrangements and do such things and execute such documents as may be required to comply with any conditions of approval in respect of such loan.

**8.4 Asset Title**

If an asset is held in the Trustee's name for the Fund, the Trustee may transfer the legal title to a custodian trustee, subject to the Relevant Law, to be held for the Trustee in its capacity as trustee of the Fund.

**9. Estate Planning**

**9.1 Non-Binding Death Benefit Nomination**

9.1.1 A Member may, in writing, notify the Trustee of the manner in which the Member would prefer their Benefit to be distributed upon the Member's death (**'Non-Binding Death Benefit Nomination'**)

9.1.2 The Trustee need not comply with a Non-Binding Death Benefit Nomination.

9.1.3 A Member may vary or revoke a Non-Binding Death Benefit Nomination at any time by providing the Trustee a written revocation of the Non-Binding Death Benefit Nomination or a written variation or a new Non-Binding Death Benefit Nomination.

**9.2 Binding Death Benefit Nomination**

9.2.1 A Member may at any time in writing (the form and content of which writing need not comply with the Relevant Law and which writing may be contained within a testamentary instrument and which may be given to the Trustee after the Member's death and which does not need to be given by the Member personally) direct the Trustee about the manner in which the Member's Benefit is to be distributed upon their death and the Beneficiaries to whom it is to be paid (being persons who would be Dependants and the Member's Legal Personal Representative and any other person authorised by the Relevant Law) and, if to more than one person, in what proportions (**'Binding Death Benefit Nomination'**).

9.2.2 A Member may:

- (a) confirm, vary or revoke a Binding Death Benefit Nomination at any time;
- (b) elect that all or some (as specified by the Member in the Binding Death Benefit Nomination) of the directions in the Binding Death Benefit Nomination shall be binding upon the Trustee.

9.2.3 A Binding Death Benefit Nomination need not contain an express statement that a direction is binding to be binding and it shall be sufficient if it uses words or language that satisfy the Trustee that the direction was intended by the Member to be binding.

9.2.4 A Binding Death Benefit Nomination may:



- (a) be lapsing or non-lapsing as to the whole or part;
- (b) specify a period, event or date after which a direction is to be no longer binding but is to otherwise remain valid;
- (c) specify a period, event or date after which it lapses as to the whole or part;
- (d) contain conditions which must be satisfied or met in order for a Benefit to be paid;
- (e) specify the type, amount and proportion of different components of Benefit to be paid;
- (f) specify whether or not a pension including a reversionary pension is to be provided;
- (g) specify whether or not the Binding Death Benefit Nomination revokes or replaces a previous Member Directed Superannuation Benefit Plan;
- (h) revoke, vary or replace a nomination or direction about the continuation of pension as a reversionary pension upon death of the Member;
- (i) specify the circumstances in which directions intended to be binding are to be treated as no longer binding including but not limited to:
  - (i) the marriage, separation, divorce or death of a Beneficiary;
  - (ii) the marriage, separation, divorce of the Member;
  - (iii) where a Beneficiary consents;
- (j) specify payment of a Benefit to a trust in which the beneficiaries are limited to those persons who are the Member's death benefit dependant as defined by section 302-195 of the Tax Act.

9.2.5 Unless expressed to the contrary, a Binding Death Benefit Nomination requiring a Benefit to be paid to a spouse of a Member will be revoked if proceedings have commenced, or will be commenced, under the *Family Law Act 1975* (Cth) or similar laws seeking a dissolution of the marriage between that Member and the spouse.

9.2.6 Notwithstanding this **Rule 9.2**, any notice in writing concerning the payment of a Member's Benefit upon their death prepared by a Member pursuant to the rules governing the operation and administration of the Fund prior to the adoption of these Rules shall continue to have full force and effect unless and until it lapses or is subsequently revoked, modified, amended or varied.

### 9.3 Member Directed Superannuation Benefit Plan

9.3.1 The Trustee and a Member may enter into an agreement in writing about the payment of a Benefit to Beneficiaries upon the Member's death and which includes terms and conditions of the type set out in **Rule 9.2.4**. ('Member Directed Superannuation Benefit Plan').

9.3.2 The terms of a Member Directed Superannuation Benefit Plan shall form part of these Rules as between the Member and the Trustee and shall be read together with the Rules as follows:

- (a) subject to the Relevant Law, the Member Directed Superannuation Benefit Plan prevails over any Binding Death Benefit Nomination by the Member unless the Binding Death Benefit Nomination expressly revokes or replaces the Member Directed Superannuation Benefit Plan made under this **Rule 9.3**;
- (b) the Member Directed Superannuation Benefit Plan replaces any previous Member Directed Superannuation Benefit Plan made by the Member and the Trustee;
- (c) any previous Binding Death Benefit Nomination given by the Member is to be treated as not in effect for the purposes of **Rule 9.2** and **Rule 14.9.3**;
- (d) subject to the Relevant Law, the terms of the Member Directed Superannuation Benefit Plan are to prevail if there is any inconsistency between the Member Directed Superannuation Benefit Plan and the Rules; and
- (e) if part of a Member Directed Superannuation Benefit Plan is invalid because a Beneficiary is not eligible to receive a Benefit under the Relevant Law then that part of the Benefit shall be distributed in accordance with **Rule 14.9.7**.

9.3.3 A Member may confirm, vary or revoke a Member Directed Superannuation Benefit Plan.

#### **9.4 Reversionary Pension**

Subject to the Relevant Law and **Rule 9.5.2**, the Trustee must comply with any terms and conditions contained in a pension or a Binding Death Benefit Nomination or a Member Directed Superannuation Benefit Plan made under these Rules or any equivalent rule contained in prior rules concerning the continuation or otherwise of a pension as a reversionary pension upon death of the Member.

#### **9.5 Consistency of Estate Planning**

9.5.1 The Trustee and Member must use their best endeavours to ensure that there is consistency as between all of:

- (a) a Non-Binding Death Benefit Nomination (**Rule 9.1**);
- (b) a Binding Death Benefit Nomination (**Rule 9.2**);
- (c) a Member Directed Superannuation Benefit Plan (**Rule 9.3**); and
- (d) the terms and conditions of any pension (**Rule 9.4** and **Rule 14.5**);

made by or in place for a Member and the Trustee must notify the Member if there is an apparent inconsistency.

- 9.5.2 Subject to the Relevant Law and despite **Rule 9.5** and **Rule 9.2.4(g)**, if in the Trustee's opinion, there is any inconsistency between the terms of a pension, a Binding Death Benefit Nomination or a Member Directed Superannuation Benefit Plan made under the Rules or any equivalent Rule contained in any relevant prior rules, the terms and conditions of whichever of the pension or Binding Death Benefit Nomination or Member Directed Superannuation Benefit Plan is dated or was signed on the most recent date is to prevail to the extent of the inconsistency.

## **10. Fund Accounts**

### **10.1 Fund Accounts**

The Trustee must keep Accounts and reserves that the Trustee considers appropriate for the purpose of administering the Fund and calculating the Benefit payable to each Member.

### **10.2 Member Accounts**

The Trustee must keep separate Accounts for each Member and if necessary, separate Accounts for the purposes of:

- 10.2.1 differentiating between contributions made by a Member and contributions made by others for the benefit of the Member;
- 10.2.2 differentiating between a Member's preserved and non-preserved benefits;
- 10.2.3 calculating the tax free and taxable components of a Member's Benefit within the meaning of the Relevant Law;
- 10.2.4 identifying particular assets which are funding a Member's pension;
- 10.2.5 enabling Members to have one or more pensions; and
- 10.2.6 any other purpose as the Trustee considers appropriate.

### **10.3 Crediting and Debiting Member Accounts**

The Trustee may credit or debit (as the case may be) each Member's Accounts with:

- 10.3.1 contributions received from the Member or for the benefit of the Member;
- 10.3.2 income or losses of the Fund as determined by the Trustee;
- 10.3.3 amounts transferred to or from a Reserve of the Fund;
- 10.3.4 amounts transferred to or from an Eligible Fund;
- 10.3.5 the amount of any Splittable Contributions as agreed between the Member and the Trustee;
- 10.3.6 the amount of any payment split that the Trustee is required to apply in accordance with the *Family Law Act 1975 (Cth) (Part VIII B)*;

- 10.3.7 any Taxes, expenses or liabilities in relation to the contributions received in respect of the Member;
- 10.3.8 any Taxes, expenses or liabilities of the Fund that the Trustee considers appropriate;
- 10.3.9 any Benefit paid to the Member or any other person as approved by the Trustee;
- 10.3.10 any premiums and other expenses of any insurance policies in respect of the Member;
- 10.3.11 any proceeds of insurance effected for the benefit of the Member;
- 10.3.12 any other amount which shall be credited or debited for the purposes of the Rules; and
- 10.3.13 any other amounts that the Trustee considers appropriate.

**10.4 Reserves**

The Trustee may establish and maintain the following reserve accounts:

- 10.4.1 a reserve for smoothing any fluctuations in the value and earnings of investments of the Fund;
- 10.4.2 a taxation reserve for making provision for any existing or prospective liability for Taxes or any other liability;
- 10.4.3 such reserves or liability accounts to assist the Trustee to identify the value of assets that may be exchanged or segregated as either current pension assets, non-current pension assets or that are dealt with as a different sub-fund, segment or partition; and
- 10.4.4 such other reserves and accounts for any other purpose the Trustee considers appropriate.

**11. Fund Expenses, Taxation and Insurance**

**11.1 Expenses**

- 11.1.1 Except as otherwise provided, all expenses relating to the establishment, administration, operation or winding up of the Fund will be borne by the Fund and paid by the Trustee out of the assets of the Fund.
- 11.1.2 The Trustee may debit Member Accounts, Reserves and any other Accounts as it considers appropriate to reflect the payment, or the provision of expenses and notwithstanding anything expressed or implied to the contrary in the Rules, the expenses of the Fund shall be distributed in a fair and reasonable manner as between all Members and in determining what is fair and reasonable the Trustee may have regard to whether such expenses were to the benefit or detriment of some or one, but not all, of the Members.

**11.2 Taxes**

- 11.2.1 The Trustee must pay all Taxes assessed to the Fund.
- 11.2.2 The Trustee may deduct from a Member's Account, a Reserve or any other Account any Taxes referable to:
  - (a) contributions made to the Fund for the benefit of a Member;
  - (b) earnings attributed to a Member's Account;
  - (c) any Benefit from which the Trustee considers Taxes may be payable.
- 11.2.3 The Trustee may deduct from a Member's Account any Excess Contributions Tax payable by that Member in accordance with **Rule 6.4**.
- 11.2.4 Subject to the Relevant Law, the Trustee may allocate any refund of Taxes to a Member's Account, Reserve or other Account.

**11.3 Insurance**

- 11.3.1 The Trustee may establish and implement an insurance plan for the Benefit of the Fund to enable the Fund to make payments (including the payment of Benefits on a Member's death or disability) to a Member, a Member's Dependant or the Legal Personal Representative of a Member in the event of a Member's death, disablement, illness or otherwise as permitted by the Relevant Law.
- 11.3.2 If permitted by the Relevant Law, the Trustee may self insure. For clarity, the Trustee may elect to self insure so long as the insured benefit is fully supported by an insurance policy provided by an external insurer.
- 11.3.3 The Trustee is prohibited from providing insured benefits other than those that are consistent with the conditions of release in the SIS Regulations for death, terminal medical condition, permanent incapacity or temporary incapacity.
- 11.3.4 The Trustee has absolute discretion as to the application of any insurance proceeds received by the Fund and may allocate the insurance proceeds to any Member's Account or to Reserves held in the Fund.
- 11.3.5 No Member nor their Legal Personal Representative nor any other person has any interest in any insurance proceeds that might be received by the Fund.
- 11.3.6 If a Benefit would ordinarily include an insured component under an insurance policy (for example a benefit payable on the Member's death or disablement): but
  - (a) no amount is paid under that policy; or
  - (b) the amount paid under the policy is less than the amount that would ordinarily be payable:

the amount payable to the Member may be adjusted accordingly.

11.3.7 This Rule is:

- (a) for the protection of the Trustee and the Fund; and
- (b) not to be taken as conferring any rights on Beneficiaries in respect of benefits additional to those conferred under other provisions of this Deed.

11.3.8 Where under any prior rules governing the Fund provision was made for purchasing policies of any type of insurance and paying the premiums of those insurance policies, the Trustee may, in their absolute discretion, continue those policies and do such things as may be necessary in that regard, subject to the Relevant Law.

11.3.9 The Trustee, in their absolute discretion, may vary the policies, subject to the Relevant Law.

## **12. Records and Reports**

### **12.1 Records and Accounts to be kept**

The Trustee must in such manner and form and at such time as required by the Relevant Law:

- 12.1.1 keep appropriate minutes of meetings;
- 12.1.2 keep account of all moneys received by or for, and disbursed from, the Fund and of all dealings of the Fund;
- 12.1.3 collect and promptly pay into a bank or other account of the Fund all moneys due to the Fund;
- 12.1.4 keep appropriate records, books and accounts, having regard to the requirements of the Relevant Law;
- 12.1.5 make suitable arrangements for the custody of documents relating to the investments of the Fund;
- 12.1.6 details of any order or agreement for a payment split that the Trustee is required to apply in accordance with the Part VIII B of the *Family Law Act 1975 (Cth)*; and
- 12.1.7 prepare accounts, returns and statements in relation to the Fund as at the end of the Financial Year.

### **12.2 Audit**

The Trustee must appoint an Auditor to audit the accounts and statements of the Fund and to report in writing to the Trustee in respect of such audit within the time specified by the Relevant Law.

**12.3 Inspection of records**

The Trustee must allow Members to inspect such documents and information as required by the Relevant Law.

**12.4 Report to Regulator**

The Trustee shall provide to the Regulator such reports required from time to time by the Relevant Law. The Trustee shall give to the Regulator notice of changes to the Fund in such form and in such manner as specified by the Relevant Law that the Trustee must give to the Regulator.

**13. Transfers of Benefits**

**13.1 Transfers within the Fund**

The Trustee with the consent of the Member when required by the Relevant Law, may pay or transfer in the form, money or assets of the Fund or a combination of both, all or part of the Member's interest or entitlement in the Fund to another Member' Account provided that:

- 13.1.1 the payment or transfer is not prohibited by the Relevant Law;
- 13.1.2 the Member shall be deemed to have consented to payment or transfer if the payment or transfer is required by the Relevant Law; and
- 13.1.3 the payment or transfer is made in accordance with the provisions, if any, of the Relevant Law.

**13.2 Transfers to Other Funds**

Subject to the Rules and the Relevant Law, the Trustee may pay or transfer to an Eligible Fund all or part of a Member's interest or entitlement to Benefits in the Fund on terms and conditions determined by the Trustee:

- 13.2.1 when requested by the Member;
- 13.2.2 when permitted or required by the Relevant Law whether or not requested or consented to by the Member and the Member shall be deemed to have consented to such payment or transfer; and

such payment or transfer may be in the form of money or assets of the Fund or a combination of both.

**13.3 Benefits Cease**

If a payment or transfer is made under **Rule 13.2**:

- 13.3.1 the payment or transfer will satisfy the Member's interest or entitlement to those Benefits to the extent of the amount paid or transferred;
- 13.3.2 the receipt of the payment or transfer by the trustee of the Eligible Fund will discharge the Trustee with respect to any liabilities referable to the amount paid or transferred; and

- 13.3.3 after the payment or transfer, the Trustee will not be responsible for the future application of the particular amount.

**13.4 Transfers from Other Funds**

- 13.4.1 Upon a Member's request, the Trustee may accept a payment or transfer of money or assets from an Eligible Fund:

- (a) on such terms and conditions imposed by the Eligible Fund;
- (b) on such terms and conditions determined by the Trustee; and
- (c) which is not prohibited by the Relevant Law.

- 13.4.2 The Trustee shall have regard to the provisions governing the preservation of benefits in the Eligible Fund to ensure that any Benefit arising from the assets transferred will only be paid to or in respect of the Member in circumstances similar to those provided for in the provisions governing the Eligible Fund:

- (a) if the Eligible Fund is an overseas pension scheme or foreign superannuation fund, to the extent required by foreign law; and
- (b) to extent required by the Relevant Law.

- 13.4.3 Subject to the requirements of this **Rule 13.4** and the Relevant Law, the Trustee will credit the Member's Accounts in the manner agreed between the Trustee and the Member with the money or assets paid or transferred under this **Rule 13.4**.

**13.5 Transfers from UK Registered Pension Schemes**

- 13.5.1 Despite **Rule 14**, this **Rule 13.5** only applies if any Recognised Transfer Amounts have been accepted and are held by the Trustee pursuant to **Rule 13.4** from a registered pension scheme in the United Kingdom.

- 13.5.2 Subject to this **Rule 13.5**, a Member is only entitled to receive a Benefit sourced from a Recognised Transfer Amount when the Member is permitted by the UK Regulations and the Trustee must not pay a Benefit sourced from a Recognised Transfer Amount to a Member until that time.

- 13.5.3 If a Recognised Transfer Amount is held by the Trustee, this **Rule 13.5** may be amended only if, after the amendment, the amended Rule would continue to comply with the QROPS Requirements.

- 13.5.4 A Recognised Transfer Amount may be transferred to an Eligible Fund in accordance with **Rule 13.2** only where the provisions governing the Eligible Fund contain provisions to the same effect as this **Rule 13.5** in respect of a Recognised Transfer Amount.

- 13.5.5 If a Recognised Transfer Amount is held by the Trustee, the Trustee must do all necessary things to comply with the QROPS Requirements.



**14. Benefits**

**14.1 When Payable**

14.1.1 Subject to the Relevant Law and these Rules, a Benefit may be paid when:

- (a) the Member has reached the Preservation Age;
- (b) the Member has reached the Retirement Age;
- (c) the Member has ceased to be Gainfully Employed;
- (d) the Member suffers Temporary Incapacity; or
- (e) the Member suffers Permanent Incapacity.
- (f) the Member suffers from a Terminal Medical Condition;
- (g) the Member has died;
- (h) there are compassionate grounds;
- (i) a First Home Super Saver Scheme benefit as provided in the Relevant Law is permitted; or
- (j) such other events or circumstance allow a Benefit to be paid.

14.1.2 A Benefit must be paid by the Trustee if required under the Relevant Law.

**14.2 Method of Payment**

14.2.1 A Benefit may be paid:

- (a) in a lump sum;
- (b) by way of one or more pensions;
- (c) by an in specie transfer of assets of the Fund;
- (d) in any other way permitted by the Relevant Law; or
- (e) as a combination of any of the above.

14.2.2 The Trustee may pay the whole or part of a Benefit by the payment or transfer of money or assets of the Fund but must pay a Benefit in a particular way if required by the Relevant Law.

**14.3 Payment Conditions**

14.3.1 The Trustee may impose any reasonable conditions regarding payment of Benefits, such as requiring a Member or the Member's Legal Personal Representative to produce evidence of entitlement.

14.3.2 A Benefit must not be paid if doing so would result in the Fund not complying with the Relevant Law.

**14.4 Lump Sum**

- 14.4.1 The Trustee may, at its discretion, pay a part of or all of a Benefit as a lump sum if requested by a Member.
- 14.4.2 The lump sum Benefit may be paid:
- (a) in money as a single payment or in instalments; or
  - (b) by an in specie transfer of assets of the Fund of equivalent value, with the value determined on an arms' length basis at the date of transfer.
- 14.4.3 Subject to **Rule 14.4.4**, the amount of any lump sum Benefit must not:
- (a) exceed the balance of the Member's Accounts; or
  - (b) be less than any amount required under the Relevant Law.
- 14.4.4 Subject to the Trustee's discretion, in addition to any lump sum Benefit paid under **Rule 14.4.2**, the Trustee may pay an amount from a Reserve of the Fund to a Member.

**14.5 Pension**

- 14.5.1 The Trustee may, at its discretion, pay part of or all of a Benefit as a pension if requested by a Member or if required by the Relevant Law.
- 14.5.2 Subject to the Relevant Law and **Rule 14.6**, a pension will be paid subject to the following:
- (a) payment shall be in such amounts and on such terms and conditions as agreed in writing by Trustee and the Member;
  - (b) a pension may include a nomination or direction about the continuation of the pension as a reversionary pension upon death of the Member;
  - (c) a pension may be subject to or varied by a Binding Death Benefit Nomination made under **Rule 9.2** or Member Directed Superannuation Plan made under **Rule 9.3**;
  - (d) the Trustee with the consent of the Member may at any time vary the terms and conditions of a pension including a variation which adds, removes or replaces any nomination or direction about the continuation of the pension as a reversionary pension upon death of the Member;
  - (e) a variation of a pension shall not create a new pension unless expressly provided otherwise in writing;
  - (f) the terms and conditions of a pension shall form part of the Rules.

**14.6 Pension Conditions**

- 14.6.1 Any standards with respect to the payment of pensions contained in the Relevant Law are incorporated in, and form part of the Rules.

- 14.6.2 Any pension paid to a Member must be provided pursuant to any standards contained in the Relevant Law.
- 14.6.3 In providing a pension to a Member, and subject to **Rule 14.6.1** and the Trustee's discretion, the Trustee may apply any amount from the Member's Account and/or a Reserve of the Fund.
- 14.6.4 If a pension is also an Asset Test Exempt Pension, the relevant provisions of the Social Security Act 1991 or the Veterans' Entitlements Act 1986 apply to the extent of any inconsistency to ensure the pension qualifies or continues to qualify as an Asset Test Exempt Pension.

**14.7 Recommencement of a Ceased Pension**

Subject to the Relevant Law, if a pension has ceased because any minimum pension payment requirement of the Relevant Law has not been satisfied then that pension shall recommence on the same terms and conditions as the ceased pension on the first day of July following the day that the pension ceased.

**14.8 Commutation**

- 14.8.1 The Trustee may, in its discretion, commute a part or the whole of a Benefit if requested by a Member however if a Benefit is subject to a cashing restriction the Trustee shall ensure the Benefit is only commuted in accordance with the Relevant Law.
- 14.8.2 The Trustee must not commute a part or the whole of a Benefit if the commutation will cause the Fund to breach the Relevant Law.
- 14.8.3 Any commutation amount may be applied by the Trustee:
  - (a) to pay a lump sum Benefit to the Member;
  - (b) to pay one or more pensions to the Member;
  - (c) be allocated to the Member's Accounts; or
  - (d) in any other way not prohibited by the Relevant Law.

**14.9 Death Benefits**

- 14.9.1 On the death of a Member but subject to any Binding Death Benefit Nomination or a Member Directed Superannuation Benefit Plan:
  - (a) the Trustee shall not exercise any discretion or power concerning the payment of a death benefit unless:
    - (i) the prior written consent of the Legal Personal Representative of the deceased Member has been obtained to the manner and form of payment and to whom payment is to be made; or
    - (ii) the Legal Personal Representative of the deceased Member is a Trustee or director of a Corporate Trustee;

- (b) the Trustee may continue to pay to the Legal Personal Representative any pension paid to the deceased Member;
  - (c) the Trustees may pay or transfer a death benefit to an Eligible Fund for payment to a Dependant in a manner permitted by the Relevant Law;
  - (d) the Trustees may transfer a death benefit to a trust in which the beneficiaries of such trust are limited to those persons who are death benefits dependants as defined in section 302-195 of the Tax Act.
- 14.9.2 The Trustee may comply with a Non-Binding Death Benefit Nomination of a Member made under **Rule 9.1** or any equivalent Rule contained in prior Rules of the Fund provided that the payment is permitted by the Relevant Law.
- 14.9.3 The Trustee must comply with a Binding Death Benefit Nomination of a Member made under **Rule 9.2** or any equivalent Rule contained in prior Rules of the Fund provided that the payment is permitted by the Relevant Law.
- 14.9.4 The Trustee must comply with a Member Directed Superannuation Benefit Plan of a Member made under **Rule 9.3** or any equivalent Rule contained in any prior Rules of the Fund provided that the payment is permitted by the Relevant Law.
- 14.9.5 The whole or part of a Member's Benefit payable on death that is not subject to or is not permitted to be paid pursuant to a Binding Death Benefit Nomination or a Member Directed Superannuation Benefit Plan shall be paid by the Trustee in accordance with **Rule 14.9.7** and **Rule 14.9.8**.
- 14.9.6 If there is any inconsistency between a pension or a Binding Death Benefit Nomination or a Member Directed Superannuation Benefit Plan then **Rule 9.5.2** applies
- 14.9.7 Subject to **Rule 14.9.1(a)**, **Rule 14.9.3**, **Rule 14.9.4** and the Relevant Law, the Trustee must distribute the balance of the Member's Accounts as a death benefit in such manner, form or type and in such proportions as the Trustee may in the absolute discretion of the Trustee decide to:
- (a) one or more Dependents; or
  - (b) the Legal Personal Representative; or
  - (c) any other persons permitted by the Relevant Law; or
  - (d) a combination of any of the above.
- 14.9.8 Subject to **Rule 14.9.6**, if the terms and conditions of a pension payable to the Member include a reversion to another person then the Trustee must pay the pension in accordance with **Rule 9.4**.
- 14.9.9 Subject to the Relevant Law, and notwithstanding any other provision of this **Rule 14.9**, the Trustee may in its absolute discretion pay an additional amount from other Accounts and/or reserve, to the Legal Personal Representative or one or more of the deceased's Dependents.

- 14.9.10 Any additional amount paid as contemplated in **Rule 14.9.9** will not form part of the Member's death benefit.

**14.10 Suspension of Benefit**

The Trustee may suspend, alter or withhold any Benefit where a Member or Dependant:

- 14.10.1 fails to provide any information or to do anything contemplated by **Rule 5.5.1** or if provided is carelessly incorrect, or deliberately misleading; or
- 14.10.2 otherwise fails to comply with the other provisions of the Rules or the requirements of the Relevant Law.

**14.11 Preserved Benefits**

Nothing in the Rules requires or permits the payment of a Benefit to a Member where the Relevant Law requires that Benefit to be preserved.

**15. Family Law Splitting and Flagging**

**15.1 Complying with Agreements and Orders**

- 15.1.1 The Trustee shall only be obliged to comply with any request for information, agreement or order made under Part VIII B of the *Family Law Act 1975 (Cth)* to the extent permitted or required by the Relevant Law.
- 15.1.2 The Trustee may impose a fee for the administrative costs associated with complying with an agreement or order made under Part VIII B of the *Family Law Act 1975 (Cth)* and such fee shall be payable by such persons and in such proportions as prescribed by the Relevant Law or Part VIII B of the *Family Law Act 1975 (Cth)*. The Trustee may add interest, at a rate the Trustee determines, to any unpaid fee that the Trustees impose and may debit the interest to a Benefit or interest that the relevant Member or person deemed to be a Member has in the Fund.
- 15.1.3 Nothing in the Rules shall impose a duty or obligation upon the Trustees to admit as a Member of the Fund any person being a party to an agreement or order made under Part VIII B of the *Family Law Act 1975 (Cth)* who is not already a Member of the Fund and the Trustee may transfer to an Eligible Fund any Benefit to which such person is entitled.
- 15.1.4 Notwithstanding anything contained in the Rules, a Benefit payable to a Member or Dependant under the Rules shall be subject to any agreement or order made under Part VIII B of the *Family Law Act 1975 (Cth)* applying to that Benefit.

**15.2 Information Request**

Upon written application for information about a superannuation interest by an eligible person in the manner prescribed by Part VIII B of the *Family Law Act 1975 (Cth)* together with such other properly completed prescribed supporting documentation and upon the payment of any fee permitted to be imposed by the Trustee, the Trustee will provide information about the superannuation interest in the prescribed form.

**16. Termination of the Fund**

**16.1 Termination**

The Fund will be terminated on such date determined by the Trustee if the Regulator requires the Fund to be terminated or if the Trustee resolves to terminate the Fund in any of the following circumstances:

- 16.1.1 the Trustee decides to terminate the Fund;
- 16.1.2 there are no Members in the Fund; or
- 16.1.3 if all the Members request the Trustee to terminate the Fund.

**16.2 Application of Assets**

Subject to the Relevant Law, the Trustee must apply the assets of the Fund, to the extent that there are sufficient assets to do so, in the following priority:

- 16.2.1 towards the costs of administering and winding up the Fund;
- 16.2.2 in paying or transferring a Member's Benefit in accordance with these Rules;
- 16.2.3 any remaining amounts to be paid by the Trustee to Members, Dependants, former Members, deceased Members or Legal Personal Representatives, in such proportions as the Trustee in its discretion determines is appropriate; and

the receipt by any person of any amount under this **Rule 16.2** will be in full discharge of any claims in respect of the Fund.

**17. Alteration of the Deed and Rules**

**17.1 Amendment**

Subject to **Rule 17.2** and **Rule 17.3**, the Trustee may by deed at any time and from time to time amend all or any of the provisions of the Deed or these Rules, provided that the amendment does not:

- 17.1.1 vary the main purpose of the Deed and Rules being:
  - (a) to establish a Regulated Superannuation Fund; and
  - (b) to provide benefits to Members on retirement or to the Dependants of Members in the event of death before retirement of the Member; or
- 17.1.2 have the effect of reducing any Benefit that has accrued or has become payable to a Member before the amendment taking effect unless:
  - (a) the reduction is required due to Tax payable on income of the Fund;
  - (b) the reduction is required to enable compliance with the Relevant Law;
  - (c) the reduction is approved in writing by the affected Members; or
  - (d) the Regulator has approved the reduction in writing.

**17.2 Amendment Restrictions**

Notwithstanding **Rule 17.1** and subject to **Rule 17.3**, no amendment of all or any of the provisions of the Deed or the Rules shall be made by the Trustee:

- 17.2.1 which would permit the sole or primary purpose of the Fund to be other than the provision of Old-Age Pensions while the Trustee is one or more individuals; or
- 17.2.2 which would permit the Trustee to be other than a Constitutional Corporation while the sole or primary purpose of the Fund is other than the provision of Old-Age Pensions; or
- 17.2.3 without the consent in writing of the Legal Personal Representative of a deceased Member if the death benefit payable in respect of the deceased Member has not been paid.

**17.3 Amendments requiring Consent of Members and Others**

Notwithstanding **Rule 17.1**, no amendment of the Deed or the Rules shall be made by the Trustee except with the written consent of Members or, if a Member is unable to give written consent, with the written consent of the Legal Personal Representative of that Member, which would have the effect of:

- 17.3.1 amending **Rule 17.2** or **Rule 17.3**;
- 17.3.2 altering the existing terms and conditions of:
  - (a) a pension payable to the Member or their Dependants;
  - (b) a Binding Death Benefit Nomination made by the Member; or
  - (c) a Member Directed Superannuation Benefit Plan;
- 17.3.3 amending **Rule 13.5** if a Recognised Transfer Amount has been accepted by the Trustee and the amendment would result in the Fund failing to comply with the QROPS Requirements;
- 17.3.4 changing the restrictions contained in **Rule 7.5** during any period that the Trustee holds Member Contributed Property.

**17.4 Amendments Subject to the Relevant Law**

Notwithstanding anything in this Rule, the Deed and the Rules cannot be amended if the amendment is contrary to the Relevant Law.

**17.5 Trustee Act 1936 (SA)**

The provisions of section 35B of the *Trustee Act 1936 (SA)* shall not apply.

**18. Definitions**

In the Deed and Rules unless the contrary intention appears:

- 18.1 **'Account'** means an account established by the Trustee for the purpose of administering the Fund or calculating the Benefit payable in respect of a Member or for any other purpose under the Deed or Rules;
- 18.2 **'Ancillary Purposes'** means those purposes that are defined in subsection 62(1)(b) of the SIS Act;
- 18.3 **'Asset Test Exempt Pension'** means a pension that is exempt from or excluded from the assets test in whole or part under the Social Security Act 1991 or the Veterans' Entitlements Act 1986 (and any applicable regulations);
- 18.4 **'Auditor'** means an 'approved SMSF auditor' (as defined by subsection 10(1) of the SIS Act) appointed for the purposes of auditing the Fund;
- 18.5 **'Beneficiary'** includes Members and any person entitled at the relevant time to receive a payment from the Fund in respect of a Member and any other person who is a Beneficiary for the purposes of the SIS Act;
- 18.6 **'Benefit'** means the benefits payable or that may be payable to or for a Member or their Dependents or any other person under the Deed, Rules or the Relevant Law;
- 18.7 **'Complying Self Managed Superannuation Fund'** means a Fund that satisfies the requirements of section 42A of the SIS Act;
- 18.8 **'Constitutional Corporation'** means a trading or financial corporation formed within the limits of the Commonwealth (within the meaning of paragraph 51(xx) of the Commonwealth of Australia Constitution Act);
- 18.9 **'Core Purposes'** means those purposes for which the Fund is established that are defined in subsection 62(1)(a) of the SIS Act;
- 18.10 **'Corporate Trustee'** means a body corporate (including a Constitutional Corporation) that is a trustee of the Fund;
- 18.11 **'Deed'** means the deed establishing the Fund and as amended;
- 18.12 **'Dependant'** has the meaning in subsection 10(1) of the SIS Act;
- 18.13 **'Disqualified Person'** has the same meaning as in section 120 of the SIS Act;
- 18.14 **'Eligible Fund'** means a superannuation fund, an approved deposit fund, an eligible rollover fund, a rollover annuity, or any other like fund or annuity which the acceptance of monies or assets from, or the payment or transfer of monies or assets to, would not, in the opinion of the Trustee, be in breach of the Relevant Law;
- 18.15 **'Excess Contributions Tax'** means any tax imposed by reason of the Superannuation (Excess Concessional Contributions Tax) Act 2007 (Cth) or the Superannuation (Excess Non-Concessional Contributions Tax) Act 2006 (Cth) or successor legislation;
- 18.16 **'Financial Year'** means a period of twelve (12) months ending on 30 June or such other period ending on a date determined by the Trustee;



- 18.17 **'Gainfully Employed'** means employed or self-employed for gain or reward in any business, trade, profession, occupation, vocation or calling on a full time or part time basis and **'Gainful Employment'** has a corresponding meaning;
- 18.18 **'Fund'** means all of the assets from time to time held by the Trustee upon the trusts contained in the Deed;
- 18.19 **'Individual Policy'**, in relation to a Member, means a life insurance policy or an interest in a group life insurance policy which the Trustees have nominated as being held specifically for the purpose of providing benefits in respect of that Member and which may include an insurance policy over the life of a person other than that Member;
- 18.20 **'Legal Personal Representative'** in relation to a Member or a Trustee being an individual means a person who:
- 18.20.1 the executor of a Will or administrator of the estate of a deceased Member including any person named as the executor in a Will of the deceased Member even though no grant of representation has issued or is required to administer the estate of the deceased Member provided the Trustees are satisfied that it is the last Will of the deceased Member; or
  - 18.20.2 holds an enduring power of attorney granted by a Member or the Trustee; or
  - 18.20.3 has been appointed by law to act as the legal personal representative of a Member or a Trustee but does not include any person appointed under the laws of bankruptcy;
- 18.21 **'Member'** means a person who has been admitted to membership of the Fund and who has not ceased to be a Member of the Fund and any person required by the Relevant Law to be treated as a Member of the Fund and, where the context permits, includes:
- 18.21.1 the Legal Personal Representative of a Member under a legal disability; or
  - 18.21.2 a parent or guardian of a Member under a legal disability by reason of age and who does not have a Legal Personal Representative;
- 18.22 **'Member Contributed Property'** means dutiable property for the purposes of the Duties Act 1997 (NSW) and the Duties Act 2008 (WA) which is transferred to the Trustee by a Transferor and, in respect of which property, duty has been assessed and paid under either section 62A of the Duties Act 1997 (NSW) or section 122 of the Duties Act 2008 (WA) and includes the proceeds of the sale of the whole or part of any such property;
- 18.23 **'Old-Age Pension'** means an old age pension for the purposes of paragraph 51(xxiii) of the Commonwealth of Australia Constitution Act;
- 18.24 **'Permanent Incapacity'** in relation to a Member, subject to the Relevant Law, has the same meaning as that contained in any insurance policy effected to cover Permanent Incapacity of the Member and in force at the time of the incapacity or where there is no such insurance policy means ill-health (whether physical or mental) which the Trustee after having regard to the requirements of the Relevant Law is reasonably satisfied the Member is unlikely to engage in Gainful Employment for which the Member is reasonably qualified by education, training or experience;
- 18.25 **'Preservation Age'** means:

- 18.25.1 for a person born before 1 July 1960 – 55 years; or
  - 18.25.2 for a person born during the year 1 July 1960 to 30 June 1961 – 56 years; or
  - 18.25.3 for a person born during the year 1 July 1961 to 30 June 1962 – 57 years; or
  - 18.25.4 for a person born during the year 1 July 1962 to 30 June 1963 – 58 years; or
  - 18.25.5 for a person born during the year 1 July 1963 to 30 June 1964 – 59 years; or
  - 18.25.6 for a person born after 30 June 1964 – 60 years;
- 18.26 **'QROPS Requirements'** means any requirements under laws relating to superannuation funds that the Fund must satisfy to be a qualifying recognised overseas pension scheme under section 169 of the UK Regulations;
- 18.27 **'Recognised Transfer Amount'** means the amount transferred to the Fund or a previous superannuation arrangement in respect of a Member as a recognised transfer under section 169 of the UK Regulations;
- 18.28 **'Regulated Superannuation Fund'** has the same meaning as contained in section 19 of the SIS Act;
- 18.29 **'Regulator'** means the Commissioner of Taxation or any person or entity appointed to regulate a Self Managed Superannuation Fund as described in section 10(1) of the SIS Act and in respect of Recognised Transfer Amounts means the Board of Inland Revenue and HM Revenue & Customs of the United Kingdom;
- 18.30 **'Relevant Law'** means:
- 18.30.1 the Superannuation Industry (Supervision) Act 1993 (Cth) ('SIS Act');
  - 18.30.2 the Income Tax Assessment Act 1997 (Cth) ('Tax Act');
  - 18.30.3 the Corporations Act 2001 (Cth) ('Corporations Act');
  - 18.30.4 any successor acts and all Regulations made pursuant to the above Acts including the Superannuation Industry (Supervision) Regulations 1994 (Cth) ('SIS Regulation');
  - 18.30.5 in respect of Recognised Transfer Amounts such parts of the UK Regulations which the Fund must satisfy in order for the Fund to satisfy QROPS Requirements;
  - 18.30.6 any other legislation, requirements, standards, guidelines, rulings or announcements which must be complied with or that the Trustee considers desirable to comply with in order for the Fund to be a regulated and complying superannuation fund;
- 18.31 **'Reserve'** has the meaning given to it by **Rule 10.4**;
- 18.32 **'Retirement Age'** means:
- 18.32.1 age 65; or

- 18.32.2 such other age at which benefits can generally be paid from a regulated superannuation fund under the Relevant Law even if a Member has not ceased Gainful Employment;
- 18.33 '**Review Date**' means the final day of each Financial Year and/or any other date the Trustee determines in its absolute discretion;
- 18.34 '**Rules**' means the rules of the Fund in this Deed.
- 18.35 '**Shortfall Component**' has the meaning given to that term in the Superannuation Guarantee (Administration) Act 1992 (Cth);
- 18.36 '**Splittable Contribution**' has the meaning given to that term in SIS Regulation 6.42;
- 18.37 '**State Trust Law**' means whichever of the Trustee Act 1958 (VIC), the Trustee Act 1925 (NSW), the Trustees Act 1962 (WA), the Trusts Act 1973 (QLD), the Trustee Act 1936 (SA), the Trustee Act 1898 (TAS), the Trustee Act 1925 (ACT) and the Trustee Act 1893 (NT) apply to the Fund or any other Commonwealth, State or Territory legislation of like effect that may apply;
- 18.38 '**Superannuation Entitlement**' in relation to a Member generally means the total amount of all superannuation lump sums that could be payable to the Member by the Fund at any time or it is such other interest as defined in section 995-1(1) of the Tax Act as determined by the Trustee with reference to section 307-200 of the Tax Act;
- 18.39 '**Taxes**' includes income tax (including capital gains tax) land tax, goods and services tax, stamp duty and any other taxes or duties;
- 18.40 '**Temporary Incapacity**' in relation to a Member, subject to the Relevant Law, who has ceased to be Gainfully Employed (including a Member who has ceased temporarily to receive any gain or reward under a continuing arrangement for the Member to be Gainfully Employed), means ill-health (whether physical or mental) that caused the Member to cease to be Gainfully Employed or which otherwise qualifies as temporary disablement (or its equivalent) under the Relevant Law but does not constitute Permanent Incapacity;
- 18.41 '**Terminal Medical Condition**' has the meaning given by SIS Regulation 6.01A;
- 18.42 '**Transferor**' means a Member or Members together who transfer Member Contributed Property to the Trustee;
- 18.43 '**Trustee**' or '**Trustees**' means the trustee(s) for the time being of the Fund and where the context permits includes the director of a Corporate Trustee; and
- 18.44 '**UK Regulations**' means the Finance Act 2004 (United Kingdom) and regulations made by the Board of Inland Revenue of the United Kingdom.

## **19. Interpretation**

In the Deed and Rules unless the contrary intention appears:

- 19.1 the **singular** includes the plural and vice versa;
- 19.2 a **gender** includes all other genders;

- 19.3 a reference to a **person** includes any company, partnership, joint venture, trust, association, government, or public authority and vice versa;
- 19.4 a reference to a **person** that comprises two or more persons means those persons jointly and severally;
- 19.5 a reference to **amend** includes to add to, modify, vary, replace or delete and **amendment** and **amending** have corresponding meanings;
- 19.6 a reference to a **document** is to that document as amended, novated, supplemented, varied or replaced from time to time and includes any annexures, schedules and appendices to that document, except to the extent prohibited by that document;
- 19.7 a reference to **conduct** includes any act, omission, representation, statement or undertaking whether or not in writing;
- 19.8 a reference to **pay** includes to credit or distribute;
- 19.9 mentioning anything after **include, includes** or **including** does not limit what else might be included;
- 19.10 a reference to any **legislation** or legislative provision includes any statutory modification, substitution or re-enactment and any subordinate legislation issued under that legislation or provision;
- 19.11 any term used but undefined in the Rules which is defined in the Relevant Law has the same meaning that it has in the Relevant Law;
- 19.12 the **headings** and sub-headings are for convenience only and do not affect the interpretation of these Rules.

## **20. Compliance with the Relevant Law**

### **20.1 Inconsistency**

If there is any inconsistency between the provisions of the Deed, the Rules and the Relevant Law, the Relevant Law will prevail to the extent of any such inconsistency.

### **20.2 Power to Act in Accordance with Relevant Law**

The Trustee has the power to do, or omit to do, all acts and things as the Trustee considers necessary for the Fund to be a Complying Self Managed Superannuation Fund.

### **20.3 Deemed Inclusion of Relevant Law**

Despite any provision of the Deed or the Rules, all the provisions of the Relevant Law that must be included in the Deed and the Rules from time to time in order for the Fund to qualify or remain as a Complying Self Managed Superannuation Fund under the Relevant Law are deemed to be included in the Deed and the Rules as if every such provision was set out in the Deed and the Rules but only for so long as that deemed inclusion is necessary for the Fund to qualify or remain a Complying Self Managed Superannuation Fund under the Relevant Law.

**21. General**

**21.1 Failure to enforce rights**

The failure or omission of the Trustee to enforce or require strict compliance with a provision of the Deed or the Rules does not affect or impair the Trustee's right to subsequently enforce or require strict compliance with that provision or to avail itself of any remedies it may have in respect of any breach of that provision.

**21.2 Preservation of rights**

All rights given to a Member under the Deed or the Rules are cumulative of each other and in addition to and do not abrogate, limit or reduce any other rights that beneficiary may have at law, under any other agreement, or otherwise.

**21.3 Further assurance**

The Trustee must promptly execute all documents and do all things to effect, perfect or complete the Deed and all transactions incidental to it.

**21.4 Governing law**

The Deed and Rules are governed by the laws of the State or Territory nominated in the Deed and the Commonwealth of Australia but if no laws of a State or Territory is nominated in the Deed shall be the laws of the State or Territory nominated by the Trustee by resolution or deed. The Trustee may at any time by resolution or deed nominate that the laws of a different State or Territory will apply.

**21.5 Severance**

Subject to **Rule 17.4**, a provision of the Deed or the Rules that is invalid or unenforceable must be severed. All other provisions of the Deed and the Rules continue to be valid and enforceable in accordance with their terms.

## APPLICATION FOR MEMBERSHIP OF Treuel Family Super Fund

**Full Name:** Margaret Treuel  
**Address:** 33 Alba Place, BRIDGEMAN DOWNS, QLD 4035  
**Date of Birth:** 31 May 1950  
**Sex:** Female

I apply for membership of the **TREUEL FAMILY SUPER FUND (Fund)** and state or warrant as follows as a condition of my application:

- 1 I am not bankrupt.
- 2 I have had the opportunity to meet with legal, financial and accounting advisors, and am satisfied that membership in the Fund is appropriate to my circumstances and needs.
- 3 I understand that if I am accepted as a member, my membership may be subject to restrictions and/or classifications.
- 4 I understand that I may only contribute to the Fund if I am eligible under the superannuation laws to do so, and this includes any contributions made by other parties on my behalf.
- 5 I understand that membership in a self managed superannuation fund (**SMSF**) carries with it risks, including but not limited to risks associated with disagreement with other members, liquidity and investment risks, and such other risks which follow the nature of a SMSF arrangement and I am comfortable becoming a member, notwithstanding those risks.
- 6 I agree that, unless I provide notice to the Trustee in writing, I do not require any insurance to be held within the Fund in respect of me.
- 7 I undertake to provide any relevant information or documentary evidence to the Trustee and agree to submit to health and medical tests as and when requested by the Trustee.
- 8 I acknowledge the Trustee may collect my personal identification documents and Tax File Number (**TFN**), which will be treated as confidential in accordance with the *Privacy Act 1988 (Cth)* (**Privacy Legislation**) and will only be used for legal purposes, including:
  - a providing information to the Australian Taxation Office;
  - b paying employment termination payments;
  - c amalgamating superannuation benefits; and
  - d providing information to other superannuation funds receiving any benefits I may select (unless I ask in writing for it to be withheld).
- 9 My Tax File Number is: .
- 10 I authorise the Trustee to retain and store information on my behalf despite any provision to the contrary in any privacy legislation.

11 I agree to all of the terms and conditions set out in the trust deed for the Fund, as amended from time to time.

12 I declare that the information I provide to the Trustee is true and correct. I acknowledge it is my responsibility to inform the Trustee of any error or changes regarding these matters.

I hereby authorise my current employer to deduct from my salary such amounts (if any) as are from time to time agreed upon by myself and my employer as contributions to be made by me to the abovementioned Fund.

I hereby apply to make contributions to the Fund and agree to be bound by the trust deed and rules governing the Fund.

### **NOMINATION OF BENEFICIARIES**

---

(If you wish to make a Binding Death Benefit Nomination please submit it separately)

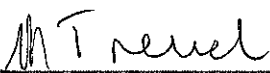
Whilst I acknowledge the discretion the Trustees have to determine who the benefit is paid to, I hereby nominate the following persons to receive the benefit payable by the Trustees of the Fund in the event of my death:

<b>Name and Address</b>	<b>Relationship to member</b>	<b>Proportion of benefit</b>
_____	_____	_____ %
_____	_____	_____ %

### **The Member**

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Signed by Margaret Treuel:



---

**Margaret Treuel**  
Member

Dated: 27.10.22

## APPLICATION FOR MEMBERSHIP OF Treuel Family Super Fund

**Full Name:** Keith Phillip Treuel  
**Address:** 33 Alba Place, BRIDGEMAN DOWNS, QLD 4035  
**Date of Birth:** 19 December 1955  
**Sex:** Male

I apply for membership of the **TREUEL FAMILY SUPER FUND (Fund)** and state or warrant as follows as a condition of my application:

- 1 I am not bankrupt.
- 2 I have had the opportunity to meet with legal, financial and accounting advisors, and am satisfied that membership in the Fund is appropriate to my circumstances and needs.
- 3 I understand that if I am accepted as a member, my membership may be subject to restrictions and/or classifications.
- 4 I understand that I may only contribute to the Fund if I am eligible under the superannuation laws to do so, and this includes any contributions made by other parties on my behalf.
- 5 I understand that membership in a self managed superannuation fund (**SMSF**) carries with it risks, including but not limited to risks associated with disagreement with other members, liquidity and investment risks, and such other risks which follow the nature of a SMSF arrangement and I am comfortable becoming a member, notwithstanding those risks.
- 6 I agree that, unless I provide notice to the Trustee in writing, I do not require any insurance to be held within the Fund in respect of me.
- 7 I undertake to provide any relevant information or documentary evidence to the Trustee and agree to submit to health and medical tests as and when requested by the Trustee.
- 8 I acknowledge the Trustee may collect my personal identification documents and Tax File Number (**TFN**), which will be treated as confidential in accordance with the *Privacy Act 1988 (Cth)* (**Privacy Legislation**) and will only be used for legal purposes, including:
  - a providing information to the Australian Taxation Office;
  - b paying employment termination payments;
  - c amalgamating superannuation benefits; and
  - d providing information to other superannuation funds receiving any benefits I may select (unless I ask in writing for it to be withheld).
- 9 My Tax File Number is: .
- 10 I authorise the Trustee to retain and store information on my behalf despite any provision to the contrary in any privacy legislation.



11 I agree to all of the terms and conditions set out in the trust deed for the Fund, as amended from time to time.

12 I declare that the information I provide to the Trustee is true and correct. I acknowledge it is my responsibility to inform the Trustee of any error or changes regarding these matters.

I hereby authorise my current employer to deduct from my salary such amounts (if any) as are from time to time agreed upon by myself and my employer as contributions to be made by me to the abovementioned Fund.

I hereby apply to make contributions to the Fund and agree to be bound by the trust deed and rules governing the Fund.

**NOMINATION OF BENEFICIARIES**

(If you wish to make a Binding Death Benefit Nomination please submit it separately)

Whilst I acknowledge the discretion the Trustees have to determine who the benefit is paid to, I hereby nominate the following persons to receive the benefit payable by the Trustees of the Fund in the event of my death:

Name and Address	Relationship to member	Proportion of benefit
_____	_____	_____ %
_____	_____	_____ %

**The Member**

Signed by Keith Phillip Treuel:



Keith Phillip Treuel  
Member

Dated: 27.10.22

**PRODUCT DISCLOSURE STATEMENT**

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**Treuel Family Super Fund**

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To obtain a copy of this statement and a copy of any document that is applied, adopted or incorporated by this statement you may telephone the Trustee whose number is below.

Telephone Number

0444 - 578 - 436

*(The Trustee must insert their relevant telephone number here.)*

Issued by the Trustee on:

27 October 2022

# PRODUCT DISCLOSURE STATEMENT (PDS)

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This PDS is a summary of significant information and contains a number of references to important information. You should consider this information before making a decision about the product.

The material relating to your SMSF may change between the time when you read this Statement and the day when you sign the application form for membership.

**The information provided in the Product Disclosure Statement is general information only and does not take account of your personal financial situation or needs. You should obtain financial advice tailored to your personal circumstances.**

Accordingly, this document should not be relied on as advice.

## 1. ABOUT YOUR SELF-MANAGED SUPERANNUATION FUND (SMSF)

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Superannuation is to provide you with income for your retirement.

Your SMSF is established by the Trustee and the initial Member(s) signing a trust deed and contributions being paid to the Trustee who then invests that money as part of your super to provide retirement benefits to you.

For your Fund to be a SMSF it must meet several requirements. The requirements can vary depending on whether your Fund has individual Trustees or a corporate Trustee.

If your Fund has individual Trustees, the following must apply:

- it has no more than six members;
- each Member is a Trustee and each Trustee is a Member;
- no Member is an employee of another Member, unless they are relatives of one another; and
- no Trustee is paid for their duties or services as a Trustee.

If your Fund has a corporate Trustee, the following must apply:

- It has no more than six members;
- each Member of the Fund is a director of the corporate Trustee;
- each director of the corporate Trustee is a Member of the Fund;
- no Member is an employee of another Member, unless they are relatives of one another;
- the Trustee is not paid for its services as a Trustee; and
- no director of the corporate Trustee is paid for their duties or services as director in relation to the Fund.

Single Member Funds: If you have a corporate Trustee of a single Member Fund, the Member needs to be one of the following:

- the sole director of the corporate Trustee;
- one of only two directors, where the Member is;
  - a relative to the other director; or
  - not an employee of the other director.

A single Member Fund can also have two individuals as Trustees. The Member must be one of the individual trustees, and the Member and other trustee are relatives, or the Member is not an employee of the other trustee.

See paragraph 17A (6) of the *Superannuation Industry (Supervision) Act 1993* ("SIS Act") and regulation 1.04AA of the *Superannuation Industry (Supervision) Regulations 1994* ("SIS Regulations") for an extended definition of "employee".

If a Member is under 18, they cannot be a Trustee and special rules apply.

If you are a new trustee or newly appointed director of a corporate trustee, you need to sign the Trustee Declaration within 21 days of your appointment to show that you understand your duties as a trustee of an SMSF. To obtain a copy of the Trustee declaration (NAT 71089) see the ATO website. Professional advice should be sought in relation to the succession to the trusteeship of the Fund in the event of your death or your inability to continue to act as trustee or director of a corporate trustee.

Investments are made by the Trustee and are pooled with contributions made to the Fund in respect of any other Members.

A SMSF Trustee is ultimately responsible for running your SMSF. It is important that the Trustee understands the duties, responsibilities and obligations of being a Trustee or director of a corporate Trustee.

Members can, generally speaking, withdraw their investment in a superannuation fund (called a "Benefit") when they retire after reaching preservation age (see below). Generally, benefits can also be paid if a Member dies or becomes totally and permanently disabled or if they are entitled to a transition to retirement pension. This means that you should only invest in superannuation money you can afford to put away until later.

## 2. HOW SUPER WORKS

---

Superannuation is a means of saving for retirement which is, in part, compulsory.

There are different types of contributions that may be paid to the Trustee of the Fund. For example, employer contributions, voluntary contributions by you and government co-contributions. Before you make any contributions, you should speak to your professional advisers to ensure that you do not breach any contribution caps or transfer limits. There may be taxation consequences or other sanctions if you breach these caps. More information can be found on the ATO website.

There are limitations on contributions to, and withdrawals from, superannuation. More information on these limitations can be found on the ATO's website.

Tax savings are provided by the Government.

Most people have the right to choose into which Fund their employer should direct their superannuation guarantee contributions which are currently 9.5% of your ordinary earnings.

### Withdrawing Benefits

Benefits are generally for your retirement and normally cannot be paid out in cash unless you meet a condition of release.

A condition of release includes but not limited to reaching preservation age when a transition-to-retirement income stream may be commenced, retiring after reaching preservation age, death, permanent incapacity, attaining age 65 years, terminal illness and severe financial hardship. Benefits cashed before they are unrestricted non-preserved will not be taxed concessionaly and will be taxed at your marginal tax rate.

Any contributions made on or from 1 July 1999 are preserved benefits. Neither preserved, nor restricted non-preserved benefits may be accessed until a condition of release has been satisfied. Preserved benefits may be cashed voluntarily only if a condition of release is met and subject to any cashing restrictions by the condition of release. Cashing restrictions tell you what form the benefits must be taken. Benefits in the Fund when all the conditions of release are met are called unrestricted non-preserved benefits. Generally, only unrestricted non-preserved benefits can be cashed by you from the Fund.

Your preservation age is worked out from the table below:

Birth Date	Preservation Age
Born before 01/07/1960	55
Born 01/07/1960 to 30/06/1961	56
Born 01/07/1961 to 30/06/1962	57
Born 01/07/1962 to 30/06/1963	58
Born 01/07/1963 to 30/06/1964	59
Born on or after 01/07/1964	60

When you are entitled to receive your benefit, it may be paid as a lump sum or pension or a combination.

Generally, the amount that can be paid is the amount in your member account less tax. A licensed financial adviser can advise in relation to the net amount of your benefits that can be accessed.

Where your benefit is being paid as a pension, the Trustee may pay your benefit by any type of income stream permissible including account-based pensions. Transition to retirement pensions may be paid if you have not retired, however, there are limitations and conditions.

You may transfer your investment in the Fund to another complying superannuation fund or retirement savings account at any time.

If you die, your death benefit will be paid by the Trustee to your estate or your dependants as the Trustee decides. If you sign and give to the Trustees, a valid binding death benefit nomination, it will be paid as you nominate. If you sign a non-binding death benefit nomination, it will be taken into account by the Trustees, but the Trustees will have the final decision. The provisions of the SIS Act regarding the lapsing of a binding death benefit nomination after three years do not apply to self-managed superannuation funds. You should regularly review your binding death benefit nomination especially when there is a change in your family circumstances. You should also obtain professional advice before making any death benefit nomination.

If you were receiving a pension on your death that included a reversionary beneficiary, then the pension may continue to be paid to that dependant provided they are entitled to receive it under the superannuation laws. These persons are generally your spouse, de facto spouse, or child provided they are under age 18 or aged 18 to 24 and were 'financially dependant' on you, or a person with whom you were in an interdependency relationship (see regulation 1.04AAAA SIS Regulations), at the time of your death. Otherwise generally the death benefit will be paid as a lump sum except in the case of a dependant who is disabled as defined under the Disability Services Act 1986. If you wish to nominate a reversionary beneficiary to a pension, you must obtain professional advice. Documentation will be necessary. Your pension and death benefit nomination should not conflict.

### **3. BENEFITS OF INVESTING IN A SELF-MANAGED SUPER FUND**

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This paragraph covers the SMSF in respect of which you have been given an application for Membership so that you may become a Member of the Fund.

The Fund's significant features and benefits are:

- As a Member and also a Trustee or director of the corporate Trustee, you may have more control over investments and greater flexibility by comparison with being a Member of an industry fund or a retail fund that is not a SMSF where you would not be a Trustee and where you may usually have general investment options only.
- Fees may be lower; however, this will depend usually upon where the funds are invested and the costs of running the SMSF.
- SMSFs may perform better than industry and retail funds. The Trustee may be able to make quick changes to the investment portfolio if investment conditions change.
- A SMSF may have greater flexibility in establishing and managing pensions. It may give you the ability to transfer personally owned listed securities and business real property directly into the Fund. It has the ability to own business real property that may, in appropriate circumstances and conditions in superannuation law, be rented for your business.
- A SMSF may be able to borrow money to purchase real estate or shares where the security is limited to the single asset being acquired, subject to certain conditions in superannuation law.
- A SMSF has estate planning benefits by allowing family members to combine their assets in the Fund to grow for retirement.
- The SMSF provides retirement benefits usually in the form of lump sums or pensions and may provide income streams as a transition to your retirement.

### **4. RISKS OF SUPER**

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Benefits are not guaranteed and are dependent generally on investment returns.

All investments carry risk.

Different strategies may carry different levels of risk, depending on the assets that make up the strategy.

Assets with the highest long-term returns may also carry the highest level of short-term risk.

The significant risks of SMSF investment are in summary:

- (a) the value of investments will vary;
- (b) the level of returns will vary, and future returns may differ from past returns;
- (c) returns are not guaranteed, and you may lose some or all of your money;
- (d) superannuation laws may change in the future including caps (limits) on how much may be contributed to the fund, and how much of the fund may be tax free;
- (e) the amount of your future superannuation savings (including contributions and returns) may not be enough to provide adequately for your retirement;
- (f) the level of risk for you will vary depending on a range of factors, including:
  - (i) age;
  - (ii) investment time frames;
  - (iii) where your other wealth is invested; and
  - (iv) your risk tolerance.

Other significant risks of joining a SMSF are in summary:

- (a) There is a risk of theft or fraud and there is no insurance that will cover you for theft or fraud.
- (b) Costs associated with running a SMSF with smaller account balances (for example less than \$200,000) can be significant and uncompetitive compared with other available super options.
- (c) Rates of tax on superannuation contributions and benefits may increase.
- (d) If the Fund has a variety of transactions and types of investments, the costs can be relatively higher than a public super fund due to their economies of scale.
- (e) If you have money in a fund now and plan to transfer that money to this Fund then, if you have existing life insurance in that fund, you may not be able to obtain life insurance at comparable rates outside the Fund or inside it.

- (f) You usually cannot access a super benefit payment from your SMSF until you reach your retirement age. You may be able to access pension payments when you reach preservation age subject to superannuation and tax laws. If you make voluntary contributions, you should ensure you will not need the money until you are able to meet a condition of release.

If the Trustee fails to comply with the superannuation and tax laws, which are complex, penalties may apply, and your super may be reduced or fail to perform as well as it should. Additional tax may be payable from your super or by you. The ATO may take action that may include:

- (a) education directions;
- (b) enforceable undertakings;
- (c) rectification directions;
- (d) administrative penalties;
- (e) disqualifying a trustee;
- (f) imposing civil and criminal penalties;
- (g) allowing the Fund to wind up;
- (h) issuing notices of non-compliance; and/or
- (i) freezing the Fund's assets.

More information can be obtained from the ATO website and from your professional adviser.

## **5. HOW THE TRUSTEE WILL INVEST YOUR MONEY**

---

The Trustee of the SMSF will invest your money. The rules of the Fund permit a very broad range of investments and no particular investment option is offered. The Trustee must determine an investment strategy and should obtain professional advice for that purpose. The investment strategy must be reviewed regularly and revised if necessary and the Trustee must consider whether a contract of insurance, Insuring a Member should be held by the Trustees.

Once the investment strategy is determined, investments must be made in accordance with that strategy. Professional advice should be sought to determine particular investments.

You, as a Member, are not required to determine how super is invested, however, as a Trustee, or a director of a corporate Trustee you must do so. If you as a Member do not request the Trustee to invest in a particular manner the Trustee will invest as the Trustee sees fit and in accordance with the Fund's investment strategy. It may be possible to have a separate investment strategy relating to your own interest in the Fund.

You should be aware that superannuation legislation imposes some strict limitations on the type of assets that can be invested in or acquired. Breaches of these laws can lead to severe penalties.

If you need help about investing generally, speak to a licensed financial adviser.

### **WARNING**

**You must consider:**

- (a) The likely investment return; and
- (b) The risk; and
- (c) Your investment timeframe when investing.

Labour standards or environmental, social or ethical considerations are not taken into account in the selection, retention or realisation of investments relating to this Fund unless these have been added at paragraph 10.

**If the Fund has been previously operating and a new member is to be admitted, the Trustee must also attach to this PDS, statements and information that a new member could reasonably require to decide whether to join the Fund. This would include and is not limited to, the Fund's financial statements, its investment strategy or strategies and any other information that may be material to a decision to join the Fund.**

## **6. FEES AND COSTS**

---

### **DID YOU KNOW?**

**Small differences in both investment performance and fees and costs can have a substantial impact on your long-term returns.**

**For example, total annual fees and costs of 2% of your account balance rather than 1% could reduce your final return by up to 20% over a 30-year period (for example, reduce it from \$100 000 to \$80 000). You should consider whether features such as superior investment performance or the provision of better member services justify higher fees and costs.**

**Your employer may be able to negotiate to pay lower administration fees. Ask the fund or your financial adviser.**

### **TO FIND OUT MORE**

if you would like to find out more or see the impact of the fees based on your own circumstances, the **Australian Securities and Investments Commission (ASIC)** website ([www.moneysmart.gov.au](http://www.moneysmart.gov.au)) has a superannuation calculator to help you check out different fee options.

As there are no investment options set out in the rules of the SMSF there are no costs or fees detailed here with respect to investment options.

Initial set-up costs will include the costs of the trust deed and initial documentation. As a Trustee or as a director of a corporate Trustee, you will be aware of the costs for your Fund. The Trustees will also need accounting and relevant professional advice. You will be aware of these initial costs as you are a Trustee or a director of a corporate Trustee.

There will also be annual ongoing costs (which are likely to increase each year) such as the ATO supervisory levy of \$259 yearly costs for existing funds from 1 July 2018) accountancy fees to prepare financial accounts, audit fees, preparation and lodgement of annual taxation returns, tax advice and transaction costs on brokerage.

No fees and costs are charged by the Trustee for its services, however, where others are engaged to carry out work, such as accountants, financial planners and solicitors (and commissions on investments) then those costs are payable by the Trustee from the Fund and are usually debited to member accounts on a proportionate basis unless, for example, a particular amount is payable owing to a particular investment that has been made as requested by a particular member and for that member only.

Fees and costs of investments are available from the Trustee when an investment has been determined. They are usually set out in a PDS relating to the proposed investment.

### **WARNING**

**Additional fees may be paid to a financial adviser if a financial adviser is consulted.**

**If a financial adviser is consulted, please refer to the Statement of Advice given to the Trustee in which details of the fees applicable should be set out.**

## **7. HOW SUPER IS TAXED**

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The ATO website has information on the taxation of superannuation. A brief summary of significant tax information is set out below, however, you should always seek taxation advice from a professional adviser. The Trustee is generally responsible for paying or withholding tax to the ATO.

### **Tax on Contributions**

When a contribution is made that is tax deductible (a concessional contribution) to the contributor, who may for example be you (if you are self-employed) or your employer (if you are an employee) then tax at 15% is payable from your Member account by the Trustees and this is usually paid quarterly to the ATO and will be included as assessable income of the SMSF.

Division 293 tax is an additional tax on super contributions which reduces the tax concession for individuals whose combined income and contributions are greater than the Division 293 threshold, which as from 1 July 2017 is \$250,000. It is charged at an additional 15% i.e. a total of 30% on the tax deductible contributions.

### **Tax on Excess Contributions**

#### **WARNING**

**There will be taxation consequences if the contribution caps applicable to superannuation are exceeded. Professional advice should be obtained by you before contributing to the Fund.**

Contribution caps are legal maximum limits on the amount of contributions that may be made by you and others for you that are taxed at a lower rate.

Contributions in excess of the respective caps may be taxed at higher rates. The amount of tax you pay on the excess amount depends on which cap you exceed. There may be other requirements or penalties imposed by the ATO if you exceed these limits.

### **Tax on Fund Earnings**

When the Fund earns income on its investments it must pay tax to the ATO. The rate is usually a maximum rate of 15% on these earnings and your account will be debited with the tax on the earnings on your interest in the Fund. These are usually paid quarterly and annually as appropriate by the Trustee from your Member account. If you commence certain types of pensions, tax may or may not be payable on the investment income arising from assets used to support a pension depending on a number of different factors. Professional advice should be obtained.

### **Tax on Withdrawal of Benefits**

If you withdraw money from the Fund as a lump sum or a pension, the amount may be tax free or tax may be payable.



To determine if your super withdrawal will be taxed, you need to know:

- Your preservation age and the age you will be when you get the payment;
- Whether the money in your super account is tax-free or taxable; and
- Whether you will receive the payment as an income stream or lump sum.

Super money that is tax-free when withdrawn is known as the 'tax-free component' of your super. Super money that is taxable when withdrawn is known as the 'taxable component' of your super.

The taxable component may consist of a taxed element and/or an untaxed element, depending on whether the benefit is paid from a taxed or untaxed source. Your super fund can tell you how much of the money in your super account is tax-free or taxable; and professional advice should be obtained.

Whether the money in your super account is tax-free or taxable when you withdraw it generally depends on the type of contributions that have been made and whether tax has been paid on it.

Non-concessional (after-tax) contributions, those made from your income after you paid tax on your income, are tax-free when withdrawn from your super account. Generally, personal contributions that you made from your after-tax income, unless you have claimed a tax deduction for them, are part of the tax-free component of super.

Concessional (before-tax) contributions, those made from your income before you paid tax on your income, are taxable when withdrawn from your super account. These types of contributions include:

- the super contributions that your employer must make for you;
- money that you salary sacrifice into super;
- super contributions that you were allowed to claim a tax deduction for.

For comprehensive tax tables, see the ATO website or obtain professional advice.

#### Tax File Number

##### **WARNING**

**You must provide your tax file number to the Trustee as part of joining the self-managed superannuation fund.**

If a Member does not give their TFN to the Trustee: -

- the Trustee cannot accept any Member contributions or contributions made by your spouse on your behalf without your TFN;
- any Member entitled to superannuation co-contributions may miss out; and
- the Trustee will have to pay additional income tax (called "TFN contributions tax") on some types of contributions made on that Member's behalf;
- the Trustee must return all Member contributions to the person or entity who paid them within 30 days of becoming aware that the Trustee should not have accepted those contributions unless it receives the TFN within that time period.

## **8. INSURANCE IN YOUR SUPER**

---

Speak to the Trustee if you desire insurance and the Trustee should seek professional advice. The Trustee may offer and effect insurance for Members. If insurance is offered, the details are below.

*(If nothing is added below, the Trustee does not intend to offer insurance to Members.)*

## **9. HOW TO OPEN AN ACCOUNT**

---

You join the fund by signing the application for membership and giving that to the Trustee. Contributions must be paid to the Trustee to commence your membership. There is no cooling-off period applicable to joining the Fund.

You may make a complaint in writing or verbally to the Trustee whose contact details are shown on this PDS. Redress is via the Courts if the issue cannot be resolved.

## **10. LABOUR STANDARDS, ENVIRONMENTAL, SOCIAL OR ETHICAL CONSIDERATIONS**

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The Trustee will inform you if labour standards or environmental, social or ethical considerations are or will be taken into account when the Trustee selects, retains or realises an investment. **Unless you are notified otherwise, the Trustee does not take any such considerations into account, however, the Trustee may incorporate those things into their investment strategy.**

*(If nothing is added here, these are not taken into account – see paragraph 5.)*

**MINUTES OF MEETING OF DIRECTORS OF**

**Treuel SMSF Pty Ltd**

**ACN 663436959**

**AS TRUSTEE FOR**

**Treuel Family Super Fund**

HELD AT: C/- Herron Accountants Unit 1 / 48 Flinders Parade, NORTH LAKES,  
QLD 4509

ON: 27 October 2022 at 9:00 am  
(date and time)

PRESENT: Keith Phillip Treuel and Margaret Treuel

CHAIRPERSON: It was resolved to elect Keith Phillip Treuel as Chairperson of the meeting.

**Trust deed**

---

- 1 A trust deed establishing Treuel Family Super Fund (**Fund**) and a member application for each member have been provided to the Company.
- 2 The Company proposes to act as trustee of the Fund pursuant to the trust deed and to:
  - a) apply to become a regulated complying self-managed superannuation fund (**SMSF**);
  - b) apply to the Australian Taxation Office (**ATO**) for an Australian Business Number (**ABN**) and a Tax File Number (**TFN**) for the Fund;
  - c) establish a cash account (such as a cash management trust) or cheque account for the Fund. Monies need to be deposited into this account as soon as practicable to cater for the running expenses of the Fund;
  - d) appoint an administrator or accountant to the Fund whose role is to provide information and reports as required under any administration agreement between the Trustee of the Fund and the administrator; and
  - e) appoint an auditor to the Fund. The superannuation laws provide that an auditor must be appointed to the Fund on a yearly basis to provide an assessment of the Fund's compliance with the superannuation laws.

## **Resolutions**

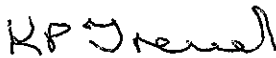
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- 1 To consent to act as trustee of the Fund.
- 2 To execute the trust deed and any ancillary documents required to establish the Fund.
- 3 To complete the following:
  - a) establish a cash account and deposit funds in the account to be held in the name of the Company as trustee for the Fund;
  - b) notify the ATO of the Fund's intent to become a regulated self-managed superannuation fund;
  - c) complete ABN and TFN forms to be filed with the ATO;
  - d) formulate and implement an investment strategy of the Fund;
  - e) appoint relevant professionals including, where required, an accountant, administrator, auditor, SMSF expert, SMSF investment expert and any other professional deemed appropriate; and
  - f) accept Keith Phillip Treuel and Margaret Treuel as initial members of the Fund.

## **The Chairperson**

---

Signed by Keith Phillip Treuel:



---

**Keith Phillip Treuel**  
Chairperson

Dated: 27.10.22

**DECLARATION AND CONSENT TO ACT AS DIRECTOR OF TRUSTEE COMPANY  
UNDER SECTION 118 OF THE  
SUPERANNUATION INDUSTRY (SUPERVISION) ACT 1993**

I, Margaret Treuel of 33 Alba Place, BRIDGEMAN DOWNS, QLD 4035 as director of Treuel SMSF Pty Ltd - ACN 663 436 959 of C/- Herron Accountants Unit 1 / 48 Flinders Parade, NORTH LAKES, QLD 4509 state as follows:

1. I am not a disqualified person as defined by the *Superannuation Industry (Supervision) Act 1993 (SIS Act)* and am not disqualified from acting as trustee or as a responsible officer of a trustee company under the SIS Act or related legislation;
2. I am aware of my role and responsibilities as a director of Treuel SMSF Pty Ltd - ACN 663 436 959 of C/- Herron Accountants Unit 1 / 48 Flinders Parade, NORTH LAKES, QLD 4509 (**Trustee**), which acts or will acts as trustee for the TREUEL FAMILY SUPER FUND (**Fund**), including:
  - (a) my role and responsibilities under the trust deed and any governing rules of the Fund (**Trust Deed**), which I have read and understood; and
  - (b) my responsibilities under the SIS Act, the *Superannuation Industry (Supervision) Regulations 1994 (SIS Regs)* and related legislation;
3. I have had the opportunity to meet with legal, financial and accounting advisors, and am satisfied that membership in the Fund is appropriate to my circumstances and needs;
4. I consent to act as a director of the Trustee;
5. I agree to execute the Trust Deed, and to administer the Fund as a director of the Trustee in accordance with the terms and conditions set out in the Trust Deed (as amended from time to time) and all legislative requirements, including but not limited to those under the SIS Act and the SIS Regs;
6. I agree to notify any other directors of the Trustee in writing if I am for any reason disqualified from continuing to act as a trustee or director of a trustee company of a superannuation fund; and
7. I declare the information provided above is true and correct and it is my responsibility to inform any other directors of any error or changes regarding these matters.

**The Trustee**

---

Signed, Sealed and Delivered by Treuel SMSF Pty Ltd - ACN 663 436 959 by:

*M Treuel*

---

**Margaret Treuel**  
Director

\* Note re Disqualified Person (section 120, SIS Act):

A disqualified person who is an individual includes:

1. persons who have at any time been convicted of an offence in respect of dishonest conduct;
2. persons against whom a civil penalty order was made; or
3. a person who is an insolvent under administration (for example, an undischarged bankrupt).

A disqualified person that is a body corporate includes:

1. a body corporate that knows, or has reasonable grounds to suspect, that a person who is, or is acting as, a responsible officer of the body corporate is a disqualified person;
2. a body corporate where a receiver and manager has been appointed in respect of property beneficially owned by the body;
3. body corporate where an official manager or deputy official manager has been appointed in respect of the body;
4. a body corporate where a provisional liquidator has been appointed in respect of the body; or
5. a body corporate that has begun to be wound up.

Note - A director of a trustee company of a superannuation fund must not be a disqualified person as described above.

**DECLARATION AND CONSENT TO ACT AS DIRECTOR OF TRUSTEE COMPANY  
UNDER SECTION 118 OF THE  
SUPERANNUATION INDUSTRY (SUPERVISION) ACT 1993**


I, Keith Phillip Treuel of 33 Alba Place, BRIDGEMAN DOWNS, QLD 4035 as director of Treuel SMSF Pty Ltd - ACN 663 436 959 of C/- Herron Accountants Unit 1 / 48 Flinders Parade, NORTH LAKES, QLD 4509 state as follows:

1. I am not a disqualified person as defined by the *Superannuation Industry (Supervision) Act 1993 (SIS Act)* and am not disqualified from acting as trustee or as a responsible officer of a trustee company under the SIS Act or related legislation;
2. I am aware of my role and responsibilities as a director of Treuel SMSF Pty Ltd - ACN 663 436 959 of C/- Herron Accountants Unit 1 / 48 Flinders Parade, NORTH LAKES, QLD 4509 (**Trustee**), which acts or will acts as trustee for the TREUEL FAMILY SUPER FUND (**Fund**), including:
  - (a) my role and responsibilities under the trust deed and any governing rules of the Fund (**Trust Deed**), which I have read and understood; and
  - (b) my responsibilities under the SIS Act, the *Superannuation Industry (Supervision) Regulations 1994 (SIS Regs)* and related legislation;
3. I have had the opportunity to meet with legal, financial and accounting advisors, and am satisfied that membership in the Fund is appropriate to my circumstances and needs;
4. I consent to act as a director of the Trustee;
5. I agree to execute the Trust Deed, and to administer the Fund as a director of the Trustee in accordance with the terms and conditions set out in the Trust Deed (as amended from time to time) and all legislative requirements, including but not limited to those under the SIS Act and the SIS Regs;
6. I agree to notify any other directors of the Trustee in writing if I am for any reason disqualified from continuing to act as a trustee or director of a trustee company of a superannuation fund; and
7. I declare the information provided above is true and correct and it is my responsibility to inform any other directors of any error or changes regarding these matters.

**The Trustee**

---

Signed, Sealed and Delivered by Treuel SMSF Pty Ltd - ACN 663 436 959 by:



---

**Keith Phillip Treuel**  
Director



\* Note re Disqualified Person (section 120, SIS Act):

A disqualified person who is an individual includes:

1. persons who have at any time been convicted of an offence in respect of dishonest conduct;
2. persons against whom a civil penalty order was made; or
3. a person who is an insolvent under administration (for example, an undischarged bankrupt).

A disqualified person that is a body corporate includes:

1. a body corporate that knows, or has reasonable grounds to suspect, that a person who is, or is acting as, a responsible officer of the body corporate is a disqualified person;
2. a body corporate where a receiver and manager has been appointed in respect of property beneficially owned by the body;
3. body corporate where an official manager or deputy official manager has been appointed in respect of the body;
4. a body corporate where a provisional liquidator has been appointed in respect of the body; or
5. a body corporate that has begun to be wound up.

Note - A director of a trustee company of a superannuation fund must not be a disqualified person as described above.



**TREUEL SMSF PTY LTD**

**ACN: 663 436 959**

**SPECIAL PURPOSE CONSTITUTION**

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# CONSTITUTION

## Treuel SMSF Pty Ltd

ACN 663 436 959

### 1. The Company

#### 1.1 Name

The name of the company is **Treuel SMSF Pty Ltd ACN 663 436 959**.

#### 1.2 Purpose of the Company

1.2.1 The sole purpose of the Company is to be a trustee of a Regulated Superannuation Fund that is also a Self Managed Superannuation Fund.

1.2.2 The Company:

- (a) may only be a trustee of one (1) Regulated Superannuation Fund at any particular time;
- (b) must not be a trustee of any other trust estate;
- (c) must not carry on any business, or participate in any investment activities on its own account,

and, for the avoidance of doubt, this **clause 1.2** and **clauses 14** and **15** together are intended to ensure that the Company satisfies the requirements to be a Special Purpose Company and:

- (d) this Constitution must be read and interpreted in accordance with this express intention; and
- (e) to the extent of any inconsistency between any of **clauses 1.2, 14** and **15** and any other provisions of this Constitution, **clauses 1.2, 14** and **15** prevail.

#### 1.3 Legal Capacity

To the extent permitted by the Act, and subject to both the SIS Act and SIS Regulations, the Company has the legal capacity and powers of an individual both in and outside of Australia.

#### 1.4 Replaceable Rules

To the extent permitted by law the replaceable rules in the Act do not apply to the Company.

1.5 **Proprietary Company**

The Company is a proprietary company and must comply with all provisions of the Act in order to remain registered as a proprietary company.

2. **Definitions**

In this Constitution, unless the contrary intention appears:

- 2.1 **'Act'** means the *Corporations Act 2001* (Cth);
- 2.2 **'Beneficiary'** means a member of the Fund;
- 2.3 **'Business Day'** means any day that banks are generally open for business in the Relevant Jurisdiction but not a Saturday, Sunday or a public holiday;
- 2.4 **'Constitution'** means the constitution of the Company as amended from time to time;
- 2.5 **'Company'** means **Treuel SMSF Pty Ltd A.C.N. 663 436 959**;
- 2.6 **'Director'** includes any person occupying the position of director of the Company;
- 2.7 **'Directors'** means all or some of the Directors acting as a board, unless the Company has only one Director, in which case, that Director;
- 2.8 **'Fund'** means the particular Self Managed Superannuation Fund of which the Company is trustee;
- 2.9 **'General Meeting'** means a general meeting of Members;
- 2.10 **'Legal Personal Representative'** means:
  - 2.10.1 an executor of a will or an administrator of an estate of a deceased person;
  - 2.10.2 the trustee of an estate of a person who is under a legal disability; or
  - 2.10.3 a person who holds an enduring power of attorney granted by a person.
- 2.11 **'Member'** means a person who is a member of the Company as provided by section 231 of the Act;
- 2.12 **'Office'** means the Company's registered office;
- 2.13 **'Register'** means the register of Members of the Company;
- 2.14 **'Registered address'** means the last known address of a Member as noted in the Register;
- 2.15 **'Regulated Superannuation Fund'** has the meaning outlined in section 19 of the SIS Act;
- 2.16 **'Relative'** has the meaning given by section 10 of the SIS Act;
- 2.17 **'Relevant Jurisdiction'** means Queensland;

- 2.18 **'Representative'** means a person authorised by a Member to act as its representative under this Constitution;
- 2.19 **'Seal'** means the Company's common seal (if any);
- 2.20 **'Self Managed Superannuation Fund'** has the same meaning as in the SIS Act;
- 2.21 **'SIS Act'** means the *Superannuation Industry (Supervision) Act 1993 (Cth)*;
- 2.22 **'SIS Regulations'** means any regulations made under the SIS Act;
- 2.23 **'Shares'** means shares of the Company.
- 2.24 **'Special Purpose Company'** has the meaning outlined in paragraph (f) of the definition of that term in regulation 3 of the *Corporations (Review Fees) Regulations 2003 (Cth)*.
- 2.25 **'Superannuation Interest'** in relation to a Director who is a Beneficiary or the Legal Personal Representative of a Beneficiary of the Fund generally means the total amount of all superannuation lump sums that could be payable to the Beneficiary by the Fund at any time or it is such other interest as defined in section 995-1(1) of the Tax Act as determined by the Trustee with reference to section 307-200 of the Tax Act;
- 2.26 **'Tax Act'** means the *Income Tax Assessment Act 1997 (Cth)*.

### 3. Interpretation

In this Constitution unless the contrary intention appears:

- 3.1 the **singular** includes the plural and vice versa;
- 3.2 a **gender** includes all other genders;
- 3.3 where a **word** or **phrase** is defined, its other grammatical forms have a corresponding meaning;
- 3.4 a reference to a **person** includes any corporation, partnership, joint venture, trust, association, government, or public authority and vice versa;
- 3.5 a reference to a **part, clause, annexure, exhibit** or **appendix** is to a part, clause, annexure, exhibit or appendix to this Constitution;
- 3.6 a reference to a **request** or **notice** means a request or notice in writing;
- 3.7 a reference to any **party** to this or any other document includes the party's successors and permitted assigns;
- 3.8 a reference to this **Constitution** is to this Constitution as amended, novated, supplemented, varied or replaced from time to time, except to the extent prohibited by this Constitution or that other agreement or document;
- 3.9 a reference to any **legislation** or legislative provision includes any statutory modification, substitution or re-enactment and any subordinate legislation issued under that legislation or provision;



- 3.10 a reference to **conduct** includes any act, omission, representation, statement or undertaking whether or not in writing;
- 3.11 mentioning anything after **include, includes** or **including** does not limit what else might be included;
- 3.12 a reference to a **person** that comprises two or more persons means those persons jointly and severally;
- 3.13 the **headings** are for convenience only and do not affect the interpretation of this Constitution;
- 3.14 a reference to a **month** means a calendar month;
- 3.15 any thing that is deemed to occur or required to be done by this Constitution on or by a **day** which is not a Business Day, is deemed to occur or must be done on or by the following Business Day;
- 3.16 a reference to **dollars** means Australian dollars;
- 3.17 a reference to **time** means the time in the Relevant Jurisdiction;
- 3.18 an expression in a provision of this Constitution has the same meaning as in a provision of the Act that deals with the same matter as the provision.

#### 4. **Shares**

##### 4.1 **Rights**

- 4.1.1 Subject to this Constitution, the terms of issue of Shares and the Act, all Shares attract the right to receive notice of and to attend and vote at all general meetings of the Company at one vote per Share.

##### 4.2 **Issue**

Subject to this Constitution and the Act, the Directors may issue or dispose of Shares to persons on such terms, at such issue prices, of such classes and at such times as determined by the Directors.

##### 4.3 **Alteration of Capital**

Subject to the Corporations Act 2001, if the Members agree, the Shares on issue may be converted into a larger or smaller number of Shares on issue.

##### 4.4 **Joint Holders**

If two or more persons are registered as the holders of a Share, they are taken to hold the Share as joint tenants and the person whose name appears first on the Register is the only joint holder entitled to receive notices from the Company.

##### 4.5 **Certificate**

- 4.5.1 Subject to the conditions of issue of any Shares or any class of Shares:

- (a) every Member is entitled free of charge to one certificate for all Shares registered in its name; and
- (b) a Member may request several certificates in reasonable denominations for different portions of its holding.

4.5.2 Subject to the conditions of issue of any Shares or any class of Shares, joint holders are entitled to a single certificate in their joint names in respect of all Shares registered in their joint names.

4.5.3 Every certificate for Shares must be issued and dispatched in accordance with the Act.

#### 4.6 **Lost Certificates**

If it is proved to the satisfaction of the Directors that a certificate is lost, worn out or defaced, the Directors may cancel such certificate and replace it with a new certificate (marked as such), subject to such indemnity as the Directors may require.

### 5. **Share Transfer**

#### 5.1 **Transfer**

5.1.1 Subject to this Constitution, a Member may transfer its Shares.

5.1.2 Shares may be transferred by a written transfer instrument in a form approved by the Directors and must be executed by or on behalf of the transferor and the transferee.

5.1.3 A transferor of Shares remains the holder of the Shares transferred until the transfer is registered and the name of the transferee is entered in the Register in respect of the Shares.

#### 5.2 **Closure of Register**

The Register may be closed for up to thirty (30) days in each year.

#### 5.3 **Title on Death**

5.3.1 The Legal Personal Representative of a deceased Member who was the sole holder of Shares is the only person whom the Company will recognise as having any title to the deceased Member's Shares.

5.3.2 If a deceased Member was a joint holder of Shares, the other joint holder is the only person whom the Company will recognise as having any title to the deceased Member's Shares.

5.3.3 The estate of the deceased Member will not be released from any liability to the Company in respect of the Shares.

5.3.4 Where two or more persons are jointly entitled to any Share in consequence of the death of the registered holder, they will be considered to be joint holders of the Share.

- 5.3.5 The Company may register a transfer to a transferee who dies before the transfer is registered.
- 5.3.6 Any person who is registered under this **clause** must indemnify the Company against all liabilities, costs, losses and expenses incurred by the Company as a result of registering the person.

#### 5.4 **Transmission of Shares on Death, in Bankruptcy or Legal Disability**

- 5.4.1 Subject to the *Bankruptcy Act 1966* (Cth), a Legal Personal Representative (except for a trustee in bankruptcy) who becomes entitled to a Share in consequence of the death, legal disability or bankruptcy of a Member may, subject to producing to the Directors evidence of their entitlement approved by the Directors, elect to be registered as the holder of the Share or may transfer the Share to a person nominated by them.
- 5.4.2 If the person who has become entitled to a Share elects to be registered as the holder, then the person must deliver or send to the Company a written notice of election signed by it.
- 5.4.3 If the person who has become entitled to a Share elects to transfer the Share, then the person must execute a transfer of the Share and such person is entitled all of the rights of the registered holder of the Share.
- 5.4.4 Any person who is registered under this **clause** must indemnify the Company against all liabilities, costs, losses and expenses incurred by the Company as a result of registering the person.
- 5.4.5 For clarity and without limitation, evidence under **clause 5.4.1** may include evidence of a Will of the Member, whether or not probate of that Will has been granted.

### 6. **General Meetings**

#### 6.1 **Convening General Meeting**

- 6.1.1 Any Director may, at any time, convene a General Meeting.
- 6.1.2 The Directors will upon a request from a Member convene a General Meeting in accordance with section 249D of the Act.

#### 6.2 **Notice for General Meetings**

- 6.2.1 Subject to the provisions of the Act allowing General Meetings to be held with shorter notice, at least twenty-one (21) days written notice of any General Meeting (exclusive of the day on which the notice is served or deemed to be served and of the day for which notice is given) must be given to Members and Directors.
- 6.2.2 A notice convening a General Meeting:
  - (a) must specify the place, date and time of the meeting;

- (b) must if the meeting is to be held in two or more places specify, the technology that will be used;
- (c) must state the general nature of the business to be transacted at the meeting;
- (d) may specify a place, facsimile number and electronic address for the purposes of proxy appointment; and
- (e) must contain such other information as required by section 249L of the Act.

6.2.3 A notice of an annual General Meeting need not state that the business to be transacted at the meeting includes:

- (a) the consideration of accounts and the reports of the directors and auditors;
- (b) the election of directors in the place of those retiring; or
- (c) the appointment and fixing of the remuneration of the auditor.

6.2.4 The Directors may postpone or cancel any General Meeting whenever they think fit (other than a meeting convened as the result of a request under **clause 6.1.2**) but must give notice of the postponement or cancellation to all persons entitled to receive notices from the Company.

6.2.5 The failure or accidental omission to send a notice of a General Meeting to any Member or the non-receipt of a notice by any Member does not invalidate the proceedings at or any resolution passed at the General Meeting.

### 6.3 **Member**

In **clauses 6.4, 6.7, and 6.8**, 'Member' includes a Member present in person or by proxy, attorney or Representative.

### 6.4 **Quorum for General Meetings**

6.4.1 No business may be transacted at a General Meeting unless a quorum of Members is present when the meeting proceeds to business.

6.4.2 A quorum of Members is two (2) Members. If the Company has one Member, then **clause 6.9.4** applies.

6.4.3 If a quorum is not present within thirty (30) minutes after the time appointed for a General Meeting:

- (a) if the meeting was convened on the requisition of Members, it is automatically dissolved; or
- (b) in any other case:

- (i) it will stand adjourned to the same time and place five (5) Business Days after the meeting, or to another day, time and place determined by the Directors, and
- (ii) if at the adjourned meeting a quorum is not present within thirty (30) minutes after the time appointed for the General Meeting, it is automatically dissolved.

## 6.5 Chair

- 6.5.1 The chair of Directors' meetings will be the chair at every General Meeting.
- 6.5.2 If there is no chair or the chair is not present within fifteen (15) minutes after the time appointed for holding the General Meeting or the chair is unwilling to act as chair of the General Meeting, the Members present may elect a chair for that General Meeting.
- 6.5.3 If there is a dispute at a General Meeting about a question of procedure, the chair may determine the question.

## 6.6 Adjournment

- 6.6.1 The chair may, with the consent of any General Meeting at which a quorum is present and will if directed by a meeting at which a quorum is present adjourn the meeting.
- 6.6.2 An adjourned General Meeting may take place at a different venue to the initial meeting (and/or via a different technological medium).
- 6.6.3 The only business that can be transacted at an adjourned General Meeting is the unfinished business of the initial meeting.
- 6.6.4 If a General Meeting has been adjourned for more than twenty-one (21) days, at least three (3) Business Days written notice (exclusive of the day on which the notice is served or taken to be served and of the day for which notice is given) of the adjourned meeting must be given to Members.

## 6.7 Resolutions

- 6.7.1 Subject to any requirements in the Act regarding special resolutions, an ordinary resolution is carried if a majority of the votes cast on that resolution are in favour of that resolution.
- 6.7.2 A resolution put to the vote of a meeting is decided on a show of hands unless a poll is demanded by:
  - (a) the chair;
  - (b) at least two (2) Members entitled to vote on the resolution; or
  - (c) Members with at least five percent (5%) of the votes that may be cast on the resolution on a poll.
- 6.7.3 If there is an equality of votes the chair has a casting vote in addition to the chair's votes as a Member, proxy, attorney or Representative.

6.7.4 Unless a poll is demanded a declaration by the chair that a resolution has been carried, carried by a specified majority, or lost and an entry to that effect in the minutes of the meeting are conclusive evidence of that fact without proof of the number or proportion of the votes in favour of or against the resolution.

6.7.5 A poll may be demanded:

- (a) before a vote is taken;
- (b) before the voting results on a show of hands are declared; or
- (c) immediately after the voting results on a show of hands are declared.

## 6.8 Taking a Poll

6.8.1 A poll will be taken in the manner that the chair directs.

6.8.2 The result of the poll will be the resolution of the meeting at which the poll was demanded.

6.8.3 The chair may determine any dispute about the admission or rejection of a vote.

6.8.4 The chair's determination will be final and conclusive.

6.8.5 A poll demanded on the election of the chair or the adjournment of a meeting must be taken immediately.

6.8.6 After a poll has been demanded at a General Meeting, the meeting may continue for the transaction of business other than the question on which the poll was demanded.

## 6.9 Written and Circular Resolutions – Meetings of Members

6.9.1 Subject to the Act, if all the Members have signed a document containing a statement that they are in favour of a resolution in terms set out in the document, then a resolution in those terms is taken to have been passed at a General Meeting held on the day on which the document was last signed by a Member.

6.9.2 For the purposes of **clause 6.9.1**, two or more identical documents, each of which is signed by one or more Members, together constitute one document signed by those Members on the days on which they signed the separate documents.

6.9.3 Any document referred to in this **clause** may be in the form of a facsimile transmission or other electronic medium.

6.9.4 If the Company has one Member, a resolution may be passed by the Member recording it and signing the record.

6.9.5 To the extent permitted by law and only in accordance with any relevant procedure relating to same, a written resolution may include an electronic

resolution and may be signed by a Member using any technological and/or electronic medium.

## 7. **Members' Voting Rights**

### 7.1 **Votes of Members**

7.1.1 Subject to this Constitution (particularly **clause 7.1.2**) and to any rights or restrictions attaching to any class of Shares:

- (a) every Member has the right to vote;
- (b) on a show of hands every Member has one vote; and
- (c) on a poll every Member has one vote for each Share held by them.

7.1.2 If two or more joint holders purport to vote, the vote of the joint holder whose name appears first in the Register will be accepted, to the exclusion of the other joint holder or holders.

7.1.3 An objection to the qualification of a voter may only be raised at the meeting or adjourned meeting at which the voter tendered its vote.

7.1.4 An objection under **clause 7.1.3** must be referred to the chair of the General Meeting, whose determination is final.

7.1.5 A vote which the chair does not disallow pursuant to an objection is valid for all purposes.

7.1.6 A person who has satisfied the Directors not less than twenty-four (24) hours before a General Meeting that it is entitled to a Share by operation of law may exercise all rights attached to the Share in relation to a General Meeting, as if the person were the registered holder of the Share.

7.1.7 If a Member appoints one proxy, that proxy may vote on a show of hands but if a Member appoints two proxies, neither proxy may vote on a show of hands.

7.1.8 A proxy may demand or join in demanding a poll.

### 7.2 **Appointment of proxy**

7.2.1 A natural person may appoint one or two proxies by a written appointment signed by the appointor or the appointor's attorney.

7.2.2 A corporation may appoint one or two proxies by a written appointment under the appointor's common seal or signed by a director, secretary or attorney of the appointor.

7.2.3 A proxy need not be a Member.

7.2.4 If a Member appoints two proxies and the appointment does not specify the proportion of the appointor's voting rights to be exercised by each proxy, then, subject to **clause 7.1.7**, each proxy may exercise one-half of the votes.

7.2.5 An appointment of a proxy must be in a form approved by the Directors and the following form will be taken to be approved by the Directors unless they resolve to use a different form:

..... Pty Limited

I/We ..... of  
..... being a  
member/members of the abovenamed Company, hereby appoint  
..... of  
..... or failing him,  
....., as my/our proxy to vote for me/us on  
my/our behalf at the general meeting of the Company, to be held on the  
..... day of ....., and at any adjournment thereof.

Signed this        day of

This form is to be used \*in favour of / \*against the resolution.

\* Strike out whichever is not desired. (Unless otherwise instructed, the proxy may vote as he thinks fit.)

7.2.6 An instrument appointing a proxy shall be valid if it contains the following information:

- (a) the Member’s name and addresses;
- (b) the Company’s name;
- (c) the proxy’s name and address or the office held by the proxy; and
- (d) the meetings at which the proxy may be used or if it is a standing appointment.

7.2.7 An appointment of a proxy may be a standing appointment.

7.2.8 An undated proxy shall be taken to be dated on the day that it is received by the Company.

7.2.9 A proxy may vote or abstain as he or she chooses except to the extent that an appointment of the proxy indicates the manner in which the proxy will vote on any resolution. The proxy must vote or abstain on a poll or show of hands in accordance with any instructions on the appointment.

7.2.10 A proxy’s appointment is valid at an adjourned meeting.

7.2.11 To the extent permitted by law and only in accordance with any relevant procedure relating to same, a written appointment may include an electronic appointment and may be signed by a Member using any technological and/or electronic medium.



### 7.3 **Deposit of Instruments**

Not less than twenty-four (24) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, the instrument appointing a proxy or attorney (if any) must:

- 7.3.1 be deposited at the Office, or at such other place as is specified for that purpose in the notice convening the meeting; or
- 7.3.2 be transmitted to a facsimile number at the Office or a facsimile number or electronic address specified for that purpose in the notice of meeting.

### 7.4 **Validity of Proxy Votes**

A vote cast in accordance with an appointment of proxy or power of attorney is valid even if, before the vote was cast, the appointor:

- 7.4.1 dies;
- 7.4.2 becomes of unsound mind;
- 7.4.3 revokes the proxy or power; or
- 7.4.4 transfers the Shares in respect of which the vote was cast,

unless any written notification of the death, unsoundness of mind, revocation or transfer was received by the Company before the relevant meeting or adjourned meeting.

## 8. **Directors**

### 8.1 **Number of Directors**

- 8.1.1 The Company must have at least one Director.
- 8.1.2 The Company in General Meeting may subject to this Constitution (in particular **clause 8.2**) the Act, the SIS Act and the SIS Regulations appoint and remove directors and may increase the number of directors in office.
- 8.1.3 The Directors may subject to the SIS Act and **clause 8.2**, appoint any person as a Director to fill a casual vacancy or as an addition to the existing Directors.

### 8.2 **Requirements to be a Director**

- 8.2.1 Subject to this **clause 8.2**, a person may only be a Director if:
  - (a) that person is a Beneficiary; or
  - (b) if the Fund has only one Beneficiary, the appointment of that person would not cause the Fund to fail to satisfy the applicable requirements of section 17A of the SIS Act.
- 8.2.2 A person must not be appointed as a Director if that person is under a legal disability.

8.2.3 If a Beneficiary is under a legal disability, then the Legal Personal Representative of the Beneficiary may be appointed as a Director for that Beneficiary.

8.2.4 A Director is not required to be a Member.

### 8.3 **Period of Office**

A Director will continue to hold office until they die or until their office is vacated pursuant to **clause 8.4**.

### 8.4 **Vacation of Office**

The office of a Director immediately becomes vacant if the Director:

8.4.1 is prohibited by the Act, the SIS Act or SIS Regulations from continuing as a Director (including if disqualified under section 120A of the SIS Act);

8.4.2 is found to be under a legal disability;

8.4.3 resigns by notice in writing to the Company; or

8.4.4 is removed by a resolution of the Company.

### 8.5 **Automatic Removal from Directorship**

A person who is a Director will be automatically removed as a Director if the continued appointment of that person as Director will cause the Fund not to be a Self Managed Superannuation Fund.

### 8.6 **Remuneration**

8.6.1 The Directors are not entitled to any remuneration.

8.6.2 Directors may be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or General Meetings or otherwise in connection with the Company's business.

## 9. **Directors' Meetings**

### 9.1 **Directors' Meetings**

9.1.1 The Directors may meet for the dispatch of business and adjourn and otherwise regulate their meetings and proceedings as they think fit.

9.1.2 Directors must be given notice of each Directors' meeting unless all the Directors meet without notice and agree to hold a meeting at that time.

9.1.3 A Directors' meeting may be held by the Directors communicating with each other by any technological means by which they are able simultaneously to hear each other and to participate in discussion. A Director who participates in a meeting held in accordance with this **clause** is taken to be present and entitled to vote at the meeting.

9.1.4 At a meeting of Directors, a quorum is two Directors. If the Company has one Director, then **clause 9.6.2** applies.

## 9.2 Decision of Questions

9.2.1 Subject to this Constitution, questions arising at a meeting of Directors will be decided by a majority of votes of the Directors present and voting.

9.2.2 Unless otherwise agreed, each Director has one vote for every one dollar of their Superannuation Interest attributable to their membership of the Fund.

9.2.3 If there is an equality of votes the chair of a meeting has a casting vote in addition to the chair's vote as a Director.

## 9.3 Directors' Interests

9.3.1 A Director and any firm, body or entity in which a Director has a direct or indirect interest may:

- (a) enter into any contract or arrangement with the Company;
- (b) be appointed to and hold any office or place of profit under the Company, other than the office of the auditor of the Company; and
- (c) act in a professional capacity, other than as the auditor of the Company, for the Company,
- (d) receive and retain for his or her own benefit any remuneration, profits or benefits as if he or she were not a Director.

9.3.2 Each Director must disclose his or her interests to the Company in accordance with the Act.

9.3.3 A Director's failure to make disclosure under this **clause** does not render void or voidable a contract or arrangement in which the Director has a direct or indirect interest.

## 9.4 Remaining Directors

9.4.1 The Directors may act if there is a vacancy on the board.

9.4.2 If the number of Directors is not sufficient to constitute a quorum for a Directors' meeting, the Directors may act only to:

- (a) appoint a Director, or
- (b) convene a General Meeting.

## 9.5 Chairperson

9.5.1 The Directors will elect a Director as chair of Directors' meetings and may determine the period for which the chair will hold office.

9.5.2 Where a Director's meeting is held and:

- (a) a chair has not been elected; or
- (b) the chair is not present within fifteen (15) minutes after the time appointed for the commencement of the meeting; or
- (c) the chair is unwilling or unable to act,

the Directors present will elect one of their number to be chair of that meeting.

## 9.6 **Written and Circular Resolutions of Directors**

9.6.1 If all the Directors who are eligible to vote on a resolution have signed a document containing a statement that they are in favour of a resolution in terms set out in the document, then a resolution in those terms is taken to have been passed at a Directors' meeting held on the day on which the document was last signed by a Director and such resolutions may be executed in counterparts.

9.6.2 If the Company has one Director, a decision of the Director recorded in writing is taken to be a resolution passed at a meeting.

9.6.3 Any document referred to in this **clause 9.6** may be in the form of a facsimile transmission or other electronic medium.

9.6.4 To the extent permitted by law and only in accordance with any relevant procedure relating to same, a document containing a resolution may be in electronic form and signed by one or more Directors using any technological or electronic medium.

## 9.7 **Validity of Acts of Directors**

If it is discovered that:

9.7.1 there was a defect in the appointment of a person as a Director; or

9.7.2 a person appointed as Director was disqualified,

all acts of the Directors before the discovery was made are as valid as if the person had been duly appointed and was not disqualified.

## 9.8 **Minutes and Registers**

9.8.1 The Directors must cause minutes to be made of:

- (a) the names of the Directors present at all General Meetings and Directors' meetings;
- (b) all proceedings of General Meetings and Directors' meetings;
- (c) all orders made by the Directors; and
- (d) all disclosures made of Director's interests.

- 9.8.2 Minutes must be signed by the chair of the meeting or by the chair of the next meeting of the relevant body.

## 10. Management of the Company

### 10.1 Management

The management of the business of the Company is vested in the Directors who may exercise all such powers as the Company may by this Constitution and the Act be permitted to exercise provided such powers are not required to be exercised by the Company in general meeting.

### 10.2 Financial accommodation and lending

The Company must not:

10.2.1 lend money of the Company to:

- (a) a Member, Beneficiary or Director;
- (b) a Relative of a Member, Beneficiary or Director; or

10.2.2 give any other financial assistance to:

- (a) a Member, Beneficiary or Director;
- (b) a Relative of a Member, Beneficiary or Director.

### 10.3 Appointment of Attorneys and Agents

10.3.1 The Directors may by resolution or power of attorney appoint any corporation, firm or person or body of persons to be the attorney or agent of the Company for purposes determined by the Directors.

10.3.2 Anyone appointed under **clause 10.3.1** is appointed with the powers, authorities and discretions (not exceeding those exercisable by the Directors under this Constitution and the Act), and for the period and subject to any conditions determined by the Directors.

10.3.3 The powers of attorney or agency may contain such provisions for the protection and convenience of persons dealing with an attorney or agent as the Directors think fit.

## 11. Execution of Documents

11.1 The Company may execute any document by any means allowed at law, including by electronic means and approved by the Directors.

11.2 The Company may execute a document by:

- 11.2.1 two Directors or one Director and a secretary each signing the document;
- 11.2.2 if the Company has only one Director who is also the only secretary, that Director signing the document (without the document being countersigned);

- 11.2.3 if the Company has only one Director that Director signing the document (without the document being countersigned); or
- 11.2.4 affixing the Seal, provided that every document to which the Seal is affixed must be signed by;
  - (a) a Director and countersigned by another Director, or another person(s) appointed by the Directors to countersign the document; or
  - (b) if the Company has only one Director that Director (without the document being countersigned).

## 12. **Company Seal**

If the Company has a Seal, the Company must comply with section 123 of the Act and if it has a duplicate Seal, the duplicate Seals:

- 12.1 must be a copy of the Seal with the addition of the words 'Duplicate Seal'; and
- 12.2 must only be used with the authority of the Directors.

## 13. **Accounts and Records of the Company**

- 13.1 The Directors will cause proper accounting and other records (including all supporting documentation) to be kept in accordance with the requirements of the Act, the SIS Act and SIS Regulations.
- 13.2 The Directors may determine whether and to what extent, and at what times and places and under what conditions, the accounting and other records of the Company or any of them will be open for inspection by Members other than Directors.
- 13.3 The records and accounts of the Company must be kept for a period of ten (10) years from the end of the financial year to which the records and accounts relate.

## 14. **Dividends and Reserves**

Notwithstanding anything else express or implied in this Constitution, the Company cannot pay dividends, reserves, or any other form of distribution of any income or property to the Members and this **clause 14** cannot be revoked or amended.

## 15. **Winding Up**

- 15.1 The Company will not be wound up whilst it is the trustee of the Fund.
- 15.2 If on winding-up or dissolution of the Company there remains, after satisfaction of all its debts and liabilities, any property, the same shall not be paid to or distributed among its members but shall be given or transferred to some other company or institution having objects similar to the objects of the Company and whose constitution prohibits the distribution of its income and property among its members to an extent at least as great as is imposed on the Company under this Constitution. That company or institution is to be determined by the members at or before the time of the dissolution and in default of this, by application to the appropriate Court for determination.

15.3 This **clause 15** cannot be revoked or amended.

16. **Notices**

16.1 Notice may be given by the Company to any person who is entitled to notice under this Constitution by:

16.1.1 serving it on the person;

16.1.2 sending it by post, facsimile transmission or electronic mail to the person at the person's address shown in the Register or the address supplied by the person to the Company for sending notices; or

16.1.3 if the notice is to a Member and the Member has no registered address, posting it on a notice board at the Office.

16.2 A notice sent by post is taken to be served 3 Business Days after properly addressing, prepaying and posting an envelope.

16.3 A notice sent by facsimile transmission or electronic mail is taken to be served 1 Business Day after properly addressing the facsimile transmission or electronic mail and transmitting it.

16.4 A notice may be given by the Company to joint holders by giving the notice to the joint holder whose name appears first in the Register.

16.5 Every person who is entitled to a Share by operation of law and who is not registered as the holder of the Share is taken to receive any notice served in accordance with this **clause** on the person from whom it derives its title.

17. **Severance**

Any provision of this Constitution that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this Constitution but only to the extent necessary to avoid that effect. All other provisions of this Constitution continue to be valid and enforceable.

**Execution**

This Constitution signed by all the members is the constitution referred to in the special resolution dated

**Signed:**

**The Members**

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Signed by Keith Phillip Treuel and Margaret Treuel:

RP Treuel

Keith Phillip Treuel  
Member

Dated: 27.10.22

M Treuel

Margaret Treuel  
Member

Dated: 27.10.22