

WORKPAPERS INDEX

Client:		Prepared by:	ORL
End Client:		Period:	

Ref

Detail

Closing report

- A Client Instructions
- B Financial Statements
- C Tax Return
- D Prior year information
- E Preparation Documents
- F Source Documents

CLOSING REPORT**End client****Period****Executive Summary**

Financial report

Tax return

Done

Financial report

Tax return

Output Documents

Name	Type	Comments
Full report	.pdf	with cross reference
FS & ITR Non-ref		
General Ledger		

Preparation Comments**KEY ASSUMPTIONS MADE:**

=====

OTHER COMMENTS:

=====

MISSING DOCUMENTS:

=====



A. CLIENT INSTRUCTIONS



Vietnam Operations Centre

7th and 8th Floors, BlueSky Tower, Saigon Airport Plaza,
No. 1, Bach Dang street, Ward 2, Tan Binh District, Ho Chi Minh City,
Vietnam

Tel: +84 (0)8 3547-4488 Fax: +84 (0)8 3547 2234

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www.odyssey-resources.com

A1

Ponsypad Super Fund 2021

Hi, Please prepare the FY21 Financial Accounts and Return of Ponsypad SMSF. Please find the zip file for the documents. Any further questions, please let us know. Thanks! Thei Abesamis



Ponsypad Super Fund 2021

JOB INFORMATION

Job name: Ponsypad Super Fund 2021
Financial year(s): 2021
Division: SMSF - Superfund
Contacts on Job: thei.abesamis@taxpractice.com.au

WORK DESCRIPTION

Job type: F return
Estimated Hours:
Required date:

OTHER INFORMATION

Software: BGL 360
Significant client events in the year or any other comments:
Hi,

Please prepare the FY21 Financial Accounts and Return of Ponsypad SMSF. Please find the zip file for the documents.
Any further questions, please let us know.

Thanks!

Thei Abesamis

Thei Abesamis

From: Nick Latham <nick@aerialanalytics.com.au>
Sent: Wednesday, 16 November 2022 9:01 am
To: Thei Abesamis
Cc: James Forbes
Subject: RE: FY21 Financials - Ponsypad Super Fund
Attachments: International Beverages Holdings Pty Ltd - Statement.pdf; AIA Insurance year ending Jun 30 2021.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Team,

Sorry for the late response.

I have provided updates as requested.

1. I have attached an email response from the director of International Beverages Holdings Pty Ltd. Ref attached. Im not sure if it answers the question. If not can you be more specific as to what's required.
2. No I have not received the funds as yet.
3. Attached AIA Insurance statement.

Thanks Nick

From: [Thei Abesamis](#)
Sent: Tuesday, 27 September 2022 5:19 PM
To: [Nick Latham](#)
Cc: [James Forbes](#)
Subject: FY21 Financials - Ponsypad Super Fund

Hi Nick,

I hope everything is going well.

We have received the documents you sent for Ponsypad. However, further information is required as listed below. When you can, please send/confirm the following:

1. International Beverages Holdings Pty Ltd – Please provide the following:
 - a. Holding confirmation – Number of units & Market price as at June 30, 2021.
 - b. FY21 Income Statement, if any.
2. Dividend Receivable – Could you please confirm that you still didn't receive the following dividends as of June 30, 2021 (see attached files for your reference)?
 - a. RIO - \$189.26
 - b. AGO - \$19.83

QUERY NOTIFICATION

Client: SYT
 End Client: Ponsypad Super Fund 2021
 Year end: 30/06/2021
 Date: 19/09/2022



No	Account	Description	Client response
1	Confirm contribution amount	Please note that \$25,000 deposited on 28/06/2021 was recorded as personal concessional contribution for Nicholas Latham as prior year. F1 Please advise whether there was any adjustment.	This should be recorded as Employer Contributions.
2	Unlisted investment	Please provide the following information for International Beverages Holdings Pty Ltd : + Holding confirmation (number of units & market price as at 30/06/2021). + Income statement (If any).	Please find the attached file
3	Sundry debtor/ creditor	D2 Kindly note that total \$209.09 dividend receivable (RIO: \$189.26 & AGO: \$19.83) has still remained at 30/06/2021 as we cannot find any related deposits into bank accounts.	Funds have not yet been received as confirmed by the client. See attached file.
4	Life insurance expense	Please provide Nicholas Latham's AIA life insurance policy for the following amounts: + \$500.38 paid on 07/2020. + \$598.44 paid from 08/2020 to 06/2021.	Please find the attached file
5	Expense F71	1/ Please provide tax invoice for \$273 ASIC fee paid on 15/09/2020 (If any). 2/ Please advise treatment (sundry creditor/ NCC) for \$1,815 professional fee (Attached). as we cannot find payment from the fund's bank account.	1. We don't have a copy. Alternatively, please find ASIC Debtor's ledger report for reference. 2. Please record as sundry creditor. The invoice was paid last April 2022.
6			
7			
8			
9			
10			



TAX INVOICE

Did not paid from bank

INVOICE TO

Ponsypad Superannuation Fund
 Unit 1 12 Parriwi Road
 MOSMAN NSW 2088
 AUSTRALIA
 59 394 159 039

Invoice Date

28 May 2021

Invoice Number

I000497

Sydney Tax Practice

Level 8, 65 York St
 Sydney NSW 2000
 02 9211 9790
 service@SydneyTaxPractice.com.au
 www.SydneyTaxPractice.com.au
 ABN: 15430300458

Description	Discount	Amount
For the year ended 30th June 2020: - Preparation of SMSF annual accounts, tax return and various minutes as required. - Prepare workpapers and arrange external audit. - Lodge annual return with the ATO.		1,650.00
	Subtotal	1,650.00
	Total GST	165.00
	Invoice Total AUD	1,815.00

Due Date: 11 Jun 2021



[View and pay online now](#)

Audit - \$330
Acctg - \$1,485

To pay by card: Click the pay now button on your online invoice. (1.5% surcharge applies)

Direct transfer details:

Name: Sydney Tax Practice

BSB: 062-005

Account Number: 1127-5811

Reference Number: I000497

Please Note: Irrespective of whether you decide to lodge your return with Sydney Tax Practice or not, you are still liable for our fees for work completed.

SMSF

From: SMSF <smsf@odyssey-resources.com>
Sent: Thursday, 17 November 2022 5:13 PM
To: james@sydneytaxpractice.com.au
Cc: thei.abesamis@taxpractice.com.au
Subject: SYT: Ponsypad Super Fund 2021



Hi James,

Regarding the above job and as per client's email, Market value of International Beverages Holdings Pty Ltd is currently under review. Please provide us with market price of International Beverages Holdings Pty Ltd unlisted share when it is available. **Market value remained as per last year - A7**

Thank you and we look forward to hearing from you

regards,



SMSF Administration Division

Odyssey Accountants

Australian Accounting and Tax Outsourcing Specialists

Phone: 1300 312 491

www.odyssey-resources.com





Vietnam Operations Centre

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A7

Ponsypad Super Fund 2021

Leave the same as last year and we will send the market value once we submit the FY22 accounts.



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B. FINANCIAL STATEMENTS

Financial statements and reports for the year ended
30 June 2021

PONSYPAD SUPERANNUATION FUND

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PONSYPAD SUPERANNUATION FUND
Statement of Financial Position

As at 30 June 2021

	Note	2021 \$	2020 \$
Assets			
Investments			
Collectables (Coins, Stamps, Wine and Other Personal Use Assets)	2	115,104.00	118,308.00
Shares in Listed Companies (Australian)	3 B22	135,903.00	73,825.50
Shares in Unlisted Private Companies (Australian)	4 -23	50,000.00	50,000.00
Units in Listed Unit Trusts (Australian)	5	44.59	46.34
Total Investments		<u>301,051.59</u>	<u>242,179.84</u>
Other Assets			
Dividends Receivable	A4#3/ D2	209.09	209.09
AMP Working Account #8688	F2	1,524.48	4,335.95
AMP Business Account #1162	F1	74,931.50	59,153.47
Income Tax Refundable	B14	2,306.85	1,062.97
Total Other Assets		<u>78,971.92</u>	<u>64,761.48</u>
Total Assets		<u>380,023.51</u>	<u>306,941.32</u>
Less:			
Liabilities			
PAYG Payable	F82	456.00	1,147.00
Sundry Creditors	A4#5/ F71	1,815.00	0.00
Total Liabilities		<u>2,271.00</u>	<u>1,147.00</u>
Net assets available to pay benefits		<u>377,752.51</u>	<u>305,794.32</u>
Represented by:			
Liability for accrued benefits allocated to members' accounts	7, 8		
LATHAM, NICHOLAS - Accumulation	B17	377,752.51	305,794.32
Total Liability for accrued benefits allocated to members' accounts		<u>377,752.51</u>	<u>305,794.32</u>

PONSYPAD SUPERANNUATION FUND

Operating Statement

For the year ended 30 June 2021

	Note	2021 \$	2020 \$
Income			
Investment Income			
Trust Distributions	11	E2 1.68	1.05
Dividends Received	10	E4 12,530.00	5,298.20
Interest Received		E5 430.06	1,131.52
Investment Gains			
Changes in Market Values	12	E11 44,263.82	24,163.72
Contribution Income			
Employer Contributions		B19 25,000.00	25,000.00
Other Income			
Interest Received ATO General Interest Charge		0.00	55.56
Total Income		<u>82,225.56</u>	<u>55,650.05</u>
Expenses			
Accountancy Fees		F71 1,485.00	3,960.00
ATO Supervisory Levy		259.00	777.00
Auditor's Remuneration		F71 330.00	990.00
ASIC Fees		F2 273.00	267.00
Investment Expenses		F75 1,320.00	1,320.00
		<u>3,667.00</u>	<u>7,314.00</u>
Member Payments			
Life Insurance Premiums		F77 7,083.22	5,921.41
Total Expenses		<u>10,750.22</u>	<u>13,235.41</u>
Benefits accrued as a result of operations before income tax		<u>71,475.34</u>	<u>42,414.64</u>
Income Tax Expense	13	(482.85)	852.03
Benefits accrued as a result of operations		<u>71,958.19</u>	<u>41,562.61</u>

PONSYPAD SUPERANNUATION FUND**Notes to the Financial Statements**

For the year ended 30 June 2021

Note 1: Summary of Significant Accounting Policies

The trustees have prepared the financial statements on the basis that the Superannuation Fund is not a 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.

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

b. Cash and Cash Equivalents

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

c. Revenue

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

Notes to the Financial Statements

For the year ended 30 June 2021

Interest revenue

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

Dividend revenue

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

Rental revenue

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

Distribution revenue

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

Remeasurement changes in market values

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

Contributions

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

d. Liability for Accrued Benefits

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

e. 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: Collectables (Coins, Stamps, Wine and Other Personal Use Assets)

	2021 \$	2020 \$
\$100 MacFarlane/Evans First Prefix Unc	285.00	285.00
£10 Armitage/MacFarlane R59 Unc	15,000.00	15,000.00
10/- Coombs/Wilson R17 Consec Run of 28 Unc	11,750.00	11,750.00
10/- Coombs/Wilson R15 Unc	2,000.00	2,000.00
10/- Coombs/Wilson R17 Unc	425.00	425.00
\$10 Fraser/Cole MRR Trio No Plate Unc	350.00	350.00

PONSYPAD SUPERANNUATION FUND

Notes to the Financial Statements

For the year ended 30 June 2021

\$10 MacFarlane/Henry Solid Serial (5) Unc	395.00	395.00
1911 Threepence Gem Unc	2,500.00	2,500.00
1919 Halfpenny PCGS MS65RD	1,500.00	1,500.00
1939 Florin PCGS MS63	3,000.00	3,000.00
1956Y. Penny Proof	10,000.00	10,000.00
£1 Coombs/Wilson Consec Run of 7 Unc	2,250.00	2,250.00
£1 Coombs/Wilson R34 Unc	350.00	350.00
£5 Coombs/Wilson R50 aUnc	500.00	500.00
\$1 Coombs/Randall Unc	2,000.00	2,000.00
\$1 Coombs Wilson Star Note aUnc	2,500.00	2,500.00
\$20 Coombs/Wilson Consec Run of 10 Unc	5,750.00	5,750.00
\$20 Coombs/Randall First Prefix Unc Note	9,000.00	9,500.00
\$20 MacFarlane/Henry Unc	500.00	500.00
\$20 phillips/wheeler r404 one missing serial virtually unc	1,100.00	1,100.00
\$2 Coombs/Wilson Star Note Unc	3,250.00	3,250.00
\$2 Johnston/Fraser Last Prefix Consec Run of 8 Unc	600.00	600.00
\$50 Fraser/Evans First & Last Prefix Unc	650.00	650.00
\$50 Johnston/Fraser Gothic Unc	350.00	350.00
\$50 Johnston/Fraser OCR-B Unc	550.00	550.00
\$50 MacFarlane/Henry Solid Serial (1) Unc	695.00	695.00
\$5 Fraser/Evans Bundle Unc	700.00	700.00
\$5 MacFarlane/Henry Last Prefix KCO5 Bundle Unc	15,000.00	12,000.00
\$5 MacFarlane/Henry Solid Serial (1) and (2) Pair Unc	1,000.00	1,000.00
5/- Sydney Harbour Bridge Stamp MUH	1,250.00	1,350.00
\$1 - \$100 First prefix collection UNC	8,000.00	8,000.00
1 Kilogram Silver Bars	11,275.00	16,879.00
Spanish American 1792-1799 Charles iv 8 reales ef-aunc	330.00	330.00
Spanish American 1800-1808 Charles iv 8 reales ef-aunc	299.00	299.00
	115,104.00	118,308.00

Note 3: Shares in Listed Companies (Australian)

PONSYPAD SUPERANNUATION FUND

Notes to the Financial Statements

For the year ended 30 June 2021

	2021 \$	2020 \$
AMP Limited	4,500.00	0.00
Anson Resources Limited	3,150.00	0.00
Fortescue Metals Group Ltd	116,700.00	69,250.00
Skycity Entertainment Group Limited	3,575.00	2,453.00
Virtus Health Limited	4,950.00	2,122.50
Zip Co Limited.	3,028.00	0.00
	135,903.00	73,825.50

Note 4: Shares in Unlisted Private Companies (Australian)

	2021 \$	2020 \$
International Beverages Holdings Pty Ltd	50,000.00	50,000.00
	50,000.00	50,000.00

Note 5: Units in Listed Unit Trusts (Australian)

	2021 \$	2020 \$
Atlas Arteria Stapled	44.59	46.34
	44.59	46.34

Note 6: Banks and Term Deposits

	2021 \$	2020 \$
Banks		
AMP Business Account #1162	74,931.50	59,153.47
AMP Working Account #8688	1,524.48	4,335.95
	76,455.98	63,489.42

Note 7: Liability for Accrued Benefits

	2021 \$	2020 \$
Liability for accrued benefits at beginning of year	305,794.32	264,231.71
Benefits accrued as a result of operations	71,958.19	41,562.61

PONSYPAD SUPERANNUATION FUND

Notes to the Financial Statements

For the year ended 30 June 2021

Current year member movements	0.00	0.00
Liability for accrued benefits at end of year	377,752.51	305,794.32

Note 8: 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.

	2021 \$	2020 \$
Vested Benefits	377,752.51	305,794.32

Note 9: Guaranteed Benefits

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

Note 10: Dividends

	2021 \$	2020 \$
Fortescue Metals Group Ltd	12,350.00	5,000.00
Skycity Entertainment Group Limited	0.00	208.20
Virtus Health Limited	180.00	90.00
	12,530.00	5,298.20

Note 11: Trust Distributions

	2021 \$	2020 \$
Atlas Arteria Stapled	1.68	1.05
	1.68	1.05

Note 12: Changes in Market Values**Unrealised Movements in Market Value**

	2021 \$	2020 \$
Collectables (Coins, Stamps, Wine and Other Personal Use Assets)		
\$20 Coombs/Randall First Prefix Unc Note	(500.00)	0.00
\$5 MacFarlane/Henry Last Prefix KCO5 Bundle Unc	3,000.00	0.00
1 Kilogram Silver Bars	(5,604.00)	2,704.00

PONSYPAD SUPERANNUATION FUND

Notes to the Financial Statements

For the year ended 30 June 2021

5/- Sydney Harbour Bridge Stamp MUH	(100.00)	0.00
	(3,204.00)	2,704.00
Shares in Listed Companies (Australian)		
AMP Limited	(17.99)	0.00
Anson Resources Limited	(1,867.99)	0.00
Fortescue Metals Group Ltd	47,450.00	24,150.00
Neon Capital Ltd	1,778.71	116.76
Quickflix Limited	0.00	(50.00)
Skycity Entertainment Group Limited	1,122.00	(1,496.00)
Virtus Health Limited	2,827.50	(1,252.50)
Zip Co Limited.	(2,043.95)	0.00
	49,248.28	21,468.26
Units in Listed Unit Trusts (Australian)		
Atlas Arteria Stapled	(1.75)	(8.54)
	(1.75)	(8.54)
Total Unrealised Movement	46,042.53	24,163.72
Realised Movements in Market Value		
	2021	2020
	\$	\$
Shares in Listed Companies (Australian)		
Neon Capital Ltd	(1,778.71)	0.00
	(1,778.71)	0.00
Total Realised Movement	(1,778.71)	0.00
Changes in Market Values	44,263.82	24,163.72
Note 13: Income Tax Expense		
The components of tax expense comprise	2021	2020
	\$	\$
Current Tax	(482.85)	852.03
Income Tax Expense	(482.85)	852.03

PONSYPAD SUPERANNUATION FUND

Notes to the Financial Statements

For the year ended 30 June 2021

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%	10,721.30	6,362.20
Less:		
Tax effect of:		
Increase in MV of Investments	6,906.38	3,624.56
Realised Accounting Capital Gains	(266.81)	0.00
Accounting Trust Distributions	0.25	0.16
Add:		
Tax effect of:		
Franking Credits	805.50	327.21
Foreign Credits	0.00	5.51
Distributed Foreign Income	0.25	0.16
Rounding	(0.08)	(0.16)
Income Tax on Taxable Income or Loss	4,887.15	3,070.20
Less credits:		
Franking Credits	5,370.00	2,181.43
Foreign Credits	0.00	36.74
Current Tax or Refund	(482.85)	852.03

PONSYPAD SUPERANNUATION FUND**Trustees Declaration**PONSYPAD SERVICES PTY LTD ACN: 115341501

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 2021 present fairly, in all material respects, the financial position of the Superannuation Fund at 30 June 2021 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 2021.

Specifically, the directors of the trustee company declare that:

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

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

.....
Nicholas Latham
PONSYPAD SERVICES PTY LTD
Director

06 December 2022

PONSYPAD SUPERANNUATION FUND

Compilation Report

We have compiled the accompanying special purpose financial statements of the PONSYPAD SUPERANNUATION FUND which comprise the statement of financial position as at 30 June 2021, the operating statement for the year then ended, a summary of significant accounting policies and other explanatory notes. The specific purpose for which the special purpose financial statements have been prepared is set out in Note 1 to the financial statements.

The Responsibility of the Trustee(s)

The Trustee(s) of PONSYPAD SUPERANNUATION FUND are solely responsible for the information contained in the special purpose financial statements, the reliability, accuracy and completeness of the information and for the determination that the financial reporting framework used is appropriate to meet their needs and for the purpose that the financial statements were prepared.

Our Responsibility

On the basis of information provided by the Trustee(s), we have compiled the accompanying special purpose financial statements in accordance with the financial reporting framework as described in Note 1 to the financial statements and APES 315: Compilation of Financial Information.

We have applied our expertise in accounting and financial reporting to compile these financial statements in accordance with the financial reporting framework described in Note 1 to the financial statements. We have complied with the relevant ethical requirements of APES 110: Code of Ethics for Professional Accountants.

Assurance Disclaimer

Since a compilation engagement is not an assurance engagement, we are not required to verify the reliability, accuracy or completeness of the information provided to us by management to compile these financial statements. Accordingly, we do not express an audit opinion or a review conclusion on these financial statements.

The special purpose financial statements were compiled exclusively for the benefit of the directors of the trustee company who are responsible for the reliability, accuracy and completeness of the information used to compile them. We do not accept responsibility for the contents of the special purpose financial statements.

of

Signed:

Dated: 06/12/2022

PONSYPAD SUPERANNUATION FUND
Statement of Taxable Income

For the year ended 30 June 2021

	2021
	\$
Benefits accrued as a result of operations	B4 71,475.34
Less	
Increase in MV of investments	E11 46,042.53
Realised Accounting Capital Gains	B30 (1,778.71)
Accounting Trust Distributions	E2 1.68
	<u>44,265.50</u>
Add	
Franking Credits	E4 5,370.00
Distributed Foreign income	E2 1.68
	<u>5,371.68</u>
SMSF Annual Return Rounding	(0.52)
Taxable Income or Loss	<u>32,581.00</u>
Income Tax on Taxable Income or Loss	4,887.15
Less	
Franking Credits	E4 5,370.00
CURRENT TAX OR REFUND	<u>(482.85)</u>
Supervisory Levy	259.00
Income Tax Instalments Paid	F80 (1,824.00)
AMOUNT DUE OR REFUNDABLE	<u>(2,047.85)</u>

Income tax refundable = 2,047.85 + 259 = 2,306.85

Memorandum of Resolutions of the Director(s) of

PONSYPAD SERVICES PTY LTD ACN: 115341501
ATF PONSYPAD SUPERANNUATION FUND

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.

It was further resolved that the financial statements and notes to the financial statements of the Superannuation Fund in respect of the year ended 30 June 2021 thereon be adopted.

TRUSTEE'S DECLARATION:

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

ANNUAL RETURN:

Being satisfied that the Fund had complied with the requirements of the Superannuation Industry (Supervision) Act 1993 (SISA) and Regulations during the year ended 30 June 2021, it was resolved that the annual return be approved, signed and lodged with the Australian Taxation Office.

TRUST DEED:

It was resolved that the 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 2021.

INVESTMENT DISPOSALS:

It was resolved to ratify the investment disposals throughout the financial year ended 30 June 2021.

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

TAXSPOT PROFESSIONALS PTY LTD

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

TRUSTEE STATUS:

Each of the trustee(s) confirmed that they are qualified to act as trustee(s) of the

Memorandum of Resolutions of the Director(s) of

PONSYPAD SERVICES PTY LTD ACN: 115341501
ATF PONSYPAD SUPERANNUATION FUND

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:

Signed as a true record –

.....

Nicholas Latham

06 December 2022

PONSYPAD SUPERANNUATION FUND
Members Statement

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NICHOLAS LATHAM
 Unit 12 419-445 Military Road
 Mosman, New South Wales, 2088, Australia

Your Details

Date of Birth :	Provided	Nominated Beneficiaries:	N/A
Age:	53	Nomination Type:	N/A
Tax File Number:	Provided	Vested Benefits:	377,752.51
Date Joined Fund:	18/07/2005	Total Death Benefit:	1,377,752.51
Service Period Start Date:		Disability Benefit:	1,000,000.00
Date Left Fund:			
Member Code:	LATNIC00001A		
Account Start Date:	18/07/2005		
Account Phase:	Accumulation Phase		
Account Description:	Accumulation		

Your Balance

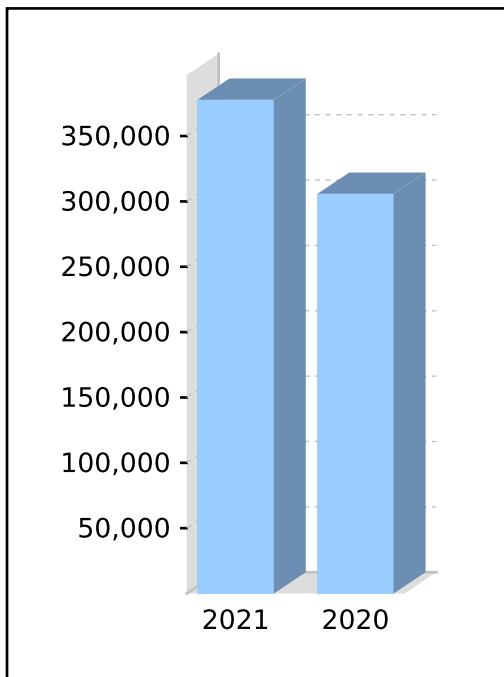
Total Benefits 377,752.51

Preservation Components

Preserved 377,752.51
 Unrestricted Non Preserved
 Restricted Non Preserved

Tax Components

Tax Free
 Taxable 377,752.51
 Investment Earnings Rate 19.10%



Your Detailed Account Summary

	This Year	Last Year
Opening balance at 01/07/2020	305,794.32	264,231.71
<u>Increases to Member account during the period</u>		
Employer Contributions	B19 25,000.00	25,000.00
Personal Contributions (Concessional)		
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		
Transfers In		
Net Earnings	58,928.56	25,554.22
Internal Transfer In		
<u>Decreases to Member account during the period</u>		
Pensions Paid		
Contributions Tax	3,750.00	3,750.00
Income Tax	1,137.15	(679.80)
No TFN Excess Contributions Tax		
Excess Contributions Tax		
Refund Excess Contributions		
Division 293 Tax		
Insurance Policy Premiums Paid	F77 7,083.22	5,921.41
Management Fees		
Member Expenses		
Benefits Paid/Transfers Out		
Superannuation Surcharge Tax		
Internal Transfer Out		
Closing balance at 30/06/2021	377,752.51	305,794.32

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

Nicholas Latham
Director

PONSYPAD SUPERANNUATION FUND

Contributions Breakdown Report

For The Period 01 July 2020 - 30 June 2021

Summary

Member	D.O.B	Age (at 30/06/2020)	Total Super Balance (at 30/06/2020) *1	Concessional	Non-Concessional	Other	Reserves	Total
LATHAM, NICHOLAS	Provided	52	305,794.32	25,000.00 A4#1	0.00	0.00	0.00	25,000.00
All Members				25,000.00	0.00	0.00	0.00	25,000.00

*1 TSB can include information external to current fund's transaction records. The amount is per individual across all funds.

Contribution Caps

Member	Contribution Type	Contributions	Cap	Current Position
LATHAM, NICHOLAS	Concessional	25,000.00	25,000.00	At Limit
	Non-Concessional	0.00	100,000.00	100,000.00 Below Cap

Carry Forward Unused Concessional Contribution Cap

Member	2016	2017	2018	2019	2020	2021	Current Position
LATHAM, NICHOLAS							
Concessional Contribution Cap	30,000.00	30,000.00	25,000.00	25,000.00	25,000.00	25,000.00	
Concessional Contribution	27,831.72	5,614.22	0.00	25,000.00	25,000.00	25,000.00	
Unused Concessional Contribution	0.00	0.00	0.00	0.00	0.00	0.00	
Cumulative Carry Forward Unused	N/A	N/A	N/A	0.00	0.00	0.00	
Maximum Cap Available	30,000.00	30,000.00	25,000.00	25,000.00	25,000.00	25,000.00	At Limit
Total Super Balance	0.00	0.00	222,029.03	217,139.49	264,231.71	305,794.32	

NCC Bring Forward Caps

Member	Bring Forward Cap	2018	2019	2020	2021	Total	Current Position
LATHAM, NICHOLAS	N/A	0.00	0.00	0.00	0.00	N/A	Bring Forward Not Triggered

LATHAM, NICHOLAS

Date	Transaction Description	Ledger Data					SuperStream Data				
		Contribution Type	Concessional	Non-Concession	Other	Reserves	Contribution	Employer	Concessional	Non-Concess	Other
28/06/2021	Direct Entry Credit Item Ref: NL Super Transfer CHANGE NAME PTY	Employer	25,000.00	F1							
Total - LATHAM, NICHOLAS			25,000.00	0.00	0.00	0.00			0.00	0.00	0.00
Total for All Members			25,000.00	0.00	0.00	0.00					

PONSYPAD SUPERANNUATION FUND
Investment Summary Report

As at 30 June 2021

Investment	Units	Market Price	Market Value	Average Cost	Accounting Cost	Unrealised Gain/(Loss)	Gain/(Loss)%	Portfolio Weight%
Cash/Bank Accounts								
AMP Business Account #1162		74,931.500000	74,931.50 F1	74,931.50	74,931.50			19.85 %
AMP Working Account #8688		1,524.480000	1,524.48 F2	1,524.48	1,524.48			0.40 %
			76,455.98		76,455.98			20.25 %
Collectables (Coins, Stamps, Wine and Other Personal Use Assets)								
FIRSTPRE \$1 - \$100 First prefix collection UNC	1.00	8,000.000000	8,000.00	9,500.00	9,500.00	(1,500.00)	(15.79) %	2.12 %
1COOMSTAR \$1 Coombs Wilson Star Note aUnc	1.00	2,500.000000	2,500.00	2,950.00	2,950.00	(450.00)	(15.25) %	0.66 %
1COOMRAN \$1 Coombs/Randall Unc	2.00	1,000.000000	2,000.00	750.00	1,500.00	500.00	33.33 %	0.53 %
10FRASER \$10 Fraser/Cole MRR Trio No Plate Unc	1.00	350.000000	350.00	325.00	325.00	25.00	7.69 %	0.09 %
10MACSOL \$10 MacFarlane/Henry Solid Serial (5) Unc	1.00	395.000000	395.00	295.00	295.00	100.00	33.90 %	0.10 %
100MACPRE \$100 MacFarlane/Evans First Prefix Unc	1.00	285.000000	285.00	250.00	250.00	35.00	14.00 %	0.08 %
2COOMSTAR \$2 Coombs/Wilson Star Note Unc	1.00	3,250.000000	3,250.00	4,375.00	4,375.00	(1,125.00)	(25.71) %	0.86 %
2JOHPRE \$2 Johnston/Fraser Last Prefix Consec Run of 8 Unc	1.00	600.000000	600.00	600.00	600.00	0.00	0.00 %	0.16 %
20COOMPRE \$20 Coombs/Randall First Prefix Unc Note	1.00	9,000.000000	9,000.00	10,350.00	10,350.00	(1,350.00)	(13.04) %	2.38 %
20COOM10 \$20 Coombs/Wilson Consec Run of 10 Unc	5.00	1,150.000000	5,750.00	590.00	2,950.00	2,800.00	94.92 %	1.52 %
20MACF \$20 MacFarlane/Henry Unc	10.00	50.000000	500.00	198.50	1,985.00	(1,485.00)	(74.81) %	0.13 %
20PHILLIPS \$20 phillips/wheeler r404 one missing serial virtually unc	1.00	1,100.000000	1,100.00	1,200.00	1,200.00	(100.00)	(8.33) %	0.29 %
5FRASER \$5 Fraser/Evans Bundle Unc	1.00	700.000000	700.00	500.00	500.00	200.00	40.00 %	0.19 %
5MACPRE \$5 MacFarlane/Henry Last Prefix KCO5 Bundle Unc	3.00	5,000.000000	15,000.00	2,333.33	7,000.00	8,000.00	114.29 %	3.97 %
5MACSOL \$5 MacFarlane/Henry Solid Serial (1) and (2) Pair Unc	1.00	1,000.000000	1,000.00	746.00	746.00	254.00	34.05 %	0.26 %
50FRASER \$50 Fraser/Evans First & Last Prefix Unc	1.00	650.000000	650.00	495.00	495.00	155.00	31.31 %	0.17 %
50JOHGOTH \$50 Johnston/Fraser Gothic Unc	1.00	350.000000	350.00	208.00	208.00	142.00	68.27 %	0.09 %

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PONSYPAD SUPERANNUATION FUND
Investment Summary Report

As at 30 June 2021

Investment	Units	Market Price	Market Value	Average Cost	Accounting Cost	Unrealised Gain/(Loss)	Gain/(Loss)%	Portfolio Weight%
50JOHOCR \$50 Johnston/Fraser OCR-B Unc	1.00	550.000000	550.00	327.00	327.00	223.00	68.20 %	0.15 %
50MACSOL \$50 MacFarlane/Henry Solid Serial (1) Unc	1.00	695.000000	695.00	519.00	519.00	176.00	33.91 %	0.18 %
SILVERBAR S 1 Kilogram Silver Bars	15.00	751.666667	11,275.00	715.67	10,735.01	539.99	5.03 %	2.99 %
10COOMR15 10/- Coombs/Wilson R15 Unc	2.00	1,000.000000	2,000.00	1,700.00	3,400.00	(1,400.00)	(41.18) %	0.53 %
10COOMR17 10/- Coombs/Wilson R17 Unc	1.00	425.000000	425.00	313.00	313.00	112.00	35.78 %	0.11 %
10COOM28 10/- Coombs/Wilson R17 Consec Run of 28 Unc	1.00	11,750.000000	11,750.00	10,000.00	10,000.00	1,750.00	17.50 %	3.11 %
1911THREE 1911 Threepence Gem Unc	1.00	2,500.000000	2,500.00	2,700.00	2,700.00	(200.00)	(7.41) %	0.66 %
1919HALF 1919 Halfpenny PCGS MS65RD	1.00	1,500.000000	1,500.00	2,000.00	2,000.00	(500.00)	(25.00) %	0.40 %
1939FLO 1939 Florin PCGS MS63	1.00	3,000.000000	3,000.00	4,000.00	4,000.00	(1,000.00)	(25.00) %	0.79 %
1956PEN 1956Y. Penny Proof	1.00	10,000.000000	10,000.00	8,500.00	8,500.00	1,500.00	17.65 %	2.65 %
5SYDNEY 5/- Sydney Harbour Bridge Stamp MUH	1.00	1,250.000000	1,250.00	1,250.00	1,250.00	0.00	0.00 %	0.33 %
SPA1700 Spanish American 1792-1799 Charles iv 8 reales ef-aunc	1.00	330.000000	330.00	635.00	635.00	(305.00)	(48.03) %	0.09 %
SPA1800 Spanish American 1800-1808 Charles iv 8 reales ef-aunc	2.00	149.500000	299.00	149.50	299.00	0.00	0.00 %	0.08 %
1COOM7 £1 Coombs/Wilson Consec Run of 7 Unc	1.00	2,250.000000	2,250.00	1,100.00	1,100.00	1,150.00	104.55 %	0.60 %
1COOMR34 £1 Coombs/Wilson R34 Unc	1.00	350.000000	350.00	257.00	257.00	93.00	36.19 %	0.09 %
10ARMIT £10 Armitage/MacFarlane R59 Unc	2.00	7,500.000000	15,000.00	8,500.00	17,000.00	(2,000.00)	(11.76) %	3.97 %
1COOMR50 £5 Coombs/Wilson R50 aUnc	1.00	500.000000	500.00	650.00	650.00	(150.00)	(23.08) %	0.13 %
			115,104.00	F20	108,914.01	6,189.99	5.68 %	30.49 %
Shares in Listed Companies (Australian)								
AMP.AX AMP Limited	4,000.00	1.125000	4,500.00	1.13	4,517.99	(17.99)	(0.40) %	1.19 %
ASN.AX Anson Resources Limited	50,000.00	0.063000	3,150.00	0.10	5,017.99	(1,867.99)	(37.23) %	0.83 %
FMG.AX Fortescue Metals Group Ltd	5,000.00	23.340000	116,700.00	5.24	26,178.77	90,521.23	345.78 %	30.91 %

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F4

PONSYPAD SUPERANNUATION FUND
Investment Summary Report

As at 30 June 2021

Investment	Units	Market Price	Market Value	Average Cost	Accounting Cost	Unrealised Gain/(Loss)	Gain/(Loss)%	Portfolio Weight%
QFX.AX Quickflix Limited	50,000.00	0.000000	<i>Delisted - F17</i> 0.00	0.01	617.99	(617.99)	(100.00) %	0.00 %
SKC.AX Skycity Entertainment Group Limited	1,100.00	3.250000	3,575.00	4.52	4,971.32	(1,396.32)	(28.09) %	0.95 %
VRT.AX Virtus Health Limited	750.00	6.600000	4,950.00	6.74	5,055.00	(105.00)	(2.08) %	1.31 %
Z1P.AX Zip Co Limited.	400.00	7.570000	3,028.00	12.68	5,071.95	(2,043.95)	(40.30) %	0.80 %
			135,903.00		51,431.01	84,471.99	164.24 %	36.00 %
Shares in Unlisted Private Companies (Australian)								
Beverages International Beverages Holdings Pty Ltd	F70 200.00	250.000000	A6/ D3 50,000.00	250.00	50,000.00	0.00	0.00 %	13.24 %
			50,000.00		50,000.00	0.00	0.00 %	13.24 %
Units in Listed Unit Trusts (Australian)								
ALX.AX Atlas Arteria Stapled	F4 7.00	6.370000	44.59	0.09	0.60	43.99	7,331.67 %	0.01 %
			44.59		0.60	43.99	7,331.67 %	0.01 %
			377,507.57		286,801.60	90,705.97	31.63 %	100.00 %

PONSYPAD SUPERANNUATION FUND
Investment Movement Report

As at 30 June 2021

Investment	Opening Balance		Additions		Disposals			Closing Balance		
	Units	Cost	Units	Cost	Units	Cost	Accounting Profit/(Loss)	Units	Cost	Market Value
Bank Accounts										
AMP Business Account #1162		59,153.47		25,778.03		(10,000.00)			74,931.50	74,931.50
AMP Working Account #8688		4,335.95		23,423.75		(26,235.22)			1,524.48	1,524.48
		63,489.42		49,201.78		(36,235.22)			76,455.98	76,455.98
Collectables (Coins, Stamps, Wine and Other Personal Use Assets)										
FIRSTPRE - \$1 - \$100 First prefix collection UNC	1.00	9,500.00						1.00	9,500.00	8,000.00
1COOMSTAR - \$1 Coombs Wilson Star Note aUnc	1.00	2,950.00						1.00	2,950.00	2,500.00
1COOMRAN - \$1 Coombs/Randall Unc	2.00	1,500.00						2.00	1,500.00	2,000.00
10FRASER - \$10 Fraser/Cole MRR Trio No Plate Unc	1.00	325.00						1.00	325.00	350.00
10MACSOL - \$10 MacFarlane/Henry Solid Serial (5) Unc	1.00	295.00						1.00	295.00	395.00
100MACPRE - \$100 MacFarlane/Evans First Prefix Unc	1.00	250.00						1.00	250.00	285.00
2COOMSTAR - \$2 Coombs/Wilson Star Note Unc	1.00	4,375.00						1.00	4,375.00	3,250.00
2JOHPRE - \$2 Johnston/Fraser Last Prefix Consec Run of 8 Unc	1.00	600.00						1.00	600.00	600.00
20COOMPRES - \$20 Coombs/Randall First Prefix Unc Note										

PONSYPAD SUPERANNUATION FUND
Investment Movement Report

As at 30 June 2021

Investment	Opening Balance		Additions		Disposals			Closing Balance		
	Units	Cost	Units	Cost	Units	Cost	Accounting Profit/(Loss)	Units	Cost	Market Value
	1.00	10,350.00						1.00	10,350.00	9,000.00
20COOM10 - \$20 Coombs/Wilson Consec Run of 10 Unc	5.00	2,950.00						5.00	2,950.00	5,750.00
20MACF - \$20 MacFarlane/Henry Unc	10.00	1,985.00						10.00	1,985.00	500.00
20PHILLIPS - \$20 phillips/wheeler r404 one missing serial virtually unc	1.00	1,200.00						1.00	1,200.00	1,100.00
5FRASER - \$5 Fraser/Evans Bundle Unc	1.00	500.00						1.00	500.00	700.00
5MACPRE - \$5 MacFarlane/Henry Last Prefix KCO5 Bundle Unc	3.00	7,000.00						3.00	7,000.00	15,000.00
5MACSOL - \$5 MacFarlane/Henry Solid Serial (1) and (2) Pair Unc	1.00	746.00						1.00	746.00	1,000.00
50FRASER - \$50 Fraser/Evans First & Last Prefix Unc	1.00	495.00						1.00	495.00	650.00
50JOHGOTH - \$50 Johnston/Fraser Gothic Unc	1.00	208.00						1.00	208.00	350.00
50JOHOCR - \$50 Johnston/Fraser OCR-B Unc	1.00	327.00						1.00	327.00	550.00
50MACSOL - \$50 MacFarlane/Henry Solid Serial (1) Unc	1.00	519.00						1.00	519.00	695.00
SILVERBARS - 1 Kilogram Silver Bars	15.00	10,735.01						15.00	10,735.01	11,275.00
10COOMR15 - 10/- Coombs/Wilson R15 Unc										

PONSYPAD SUPERANNUATION FUND
Investment Movement Report

As at 30 June 2021

Investment	Opening Balance		Additions		Disposals			Closing Balance		
	Units	Cost	Units	Cost	Units	Cost	Accounting Profit/(Loss)	Units	Cost	Market Value
	2.00	3,400.00						2.00	3,400.00	2,000.00
10COOMR17 - 10/- Coombs/Wilson R17 Unc	1.00	313.00						1.00	313.00	425.00
10COOM28 - 10/- Coombs/Wilson R17 Consec Run of 28 Unc	1.00	10,000.00						1.00	10,000.00	11,750.00
1911THREE - 1911 Threepence Gem Unc	1.00	2,700.00						1.00	2,700.00	2,500.00
1919HALF - 1919 Halfpenny PCGS MS65RD	1.00	2,000.00						1.00	2,000.00	1,500.00
1939FLO - 1939 Florin PCGS MS63	1.00	4,000.00						1.00	4,000.00	3,000.00
1956PEN - 1956Y. Penny Proof	1.00	8,500.00						1.00	8,500.00	10,000.00
5SYDNEY - 5/- Sydney Harbour Bridge Stamp MUH	1.00	1,250.00						1.00	1,250.00	1,250.00
SPA1700 - Spanish American 1792-1799 Charles iv 8 reales ef-aunc	1.00	635.00						1.00	635.00	330.00
SPA1800 - Spanish American 1800-1808 Charles iv 8 reales ef-aunc	1.00	299.00	1.00					2.00	299.00	299.00
1COOM7 - £1 Coombs/Wilson Consec Run of 7 Unc	1.00	1,100.00						1.00	1,100.00	2,250.00
1COOMR34 - £1 Coombs/Wilson R34 Unc	1.00	257.00						1.00	257.00	350.00
10ARMIT - £10 Armitage/MacFarlane R59 Unc										

PONSYPAD SUPERANNUATION FUND
Investment Movement Report

As at 30 June 2021

Investment	Opening Balance		Additions		Disposals			Closing Balance		
	Units	Cost	Units	Cost	Units	Cost	Accounting Profit/(Loss)	Units	Cost	Market Value
	2.00	17,000.00						2.00	17,000.00	15,000.00
1COOMR50 - £5 Coombs/Wilson R50 aUnc	1.00	650.00						1.00	650.00	500.00
		108,914.01							108,914.01	115,104.00
Shares in Listed Companies (Australian)										
AMP.AX - AMP Limited			4,000.00	4,517.99				4,000.00	4,517.99	4,500.00
ASN.AX - Anson Resources Limited			50,000.00	5,017.99				50,000.00	5,017.99	3,150.00
FMG.AX - Fortescue Metals Group Ltd	5,000.00	26,178.77						5,000.00	26,178.77	116,700.00
NEN.AX - Neon Capital Ltd	556.00	1,778.71			(556.00)	(1,778.71)	(1,778.71)		0.00	
QFX.AX - Quickflix Limited	50,000.00	617.99						50,000.00	617.99	0.00
SKC.AX - Skycity Entertainment Group Limited	1,100.00	4,971.32						1,100.00	4,971.32	3,575.00
VRT.AX - Virtus Health Limited	750.00	5,055.00						750.00	5,055.00	4,950.00
Z1P.AX - Zip Co Limited.			400.00	5,071.95				400.00	5,071.95	3,028.00
		38,601.79		14,607.93		(1,778.71)	(1,778.71)		51,431.01	135,903.00

Shares in Unlisted Private Companies (Australian)

PONSYPAD SUPERANNUATION FUND
Investment Movement Report

As at 30 June 2021

Investment	Opening Balance		Additions		Disposals			Closing Balance		
	Units	Cost	Units	Cost	Units	Cost	Accounting Profit/(Loss)	Units	Cost	Market Value
Beverages - International Beverages Holdings Pty Ltd	200.00	50,000.00						200.00	50,000.00	50,000.00
		50,000.00							50,000.00	50,000.00
Units in Listed Unit Trusts (Australian)										
ALX.AX - Atlas Arteria Stapled	7.00	0.60						7.00	0.60	44.59
		0.60							0.60	44.59
	261,005.82		63,809.71		(38,013.93)		(1,778.71)		286,801.60	377,507.57

PONSYPAD SUPERANNUATION FUND
Investment Income Report

As at 30 June 2021

Investment	Total Income	Franked	Unfranked	Interest/ Other	Franking Credits	Foreign Income	Foreign Credits * 1	Assessable Income (Excl. Capital Gains) * 2	TFN Credits	Other Deductions	Distributed Capital Gains	Non-Assessable Payments
Bank Accounts												
AMP Business Account #1162	430.06			430.06	0.00	0.00	0.00	430.06			0.00	0.00
	430.06			430.06	0.00	0.00	0.00	430.06			0.00	0.00
Shares in Listed Companies (Australian)												
FMG.AX Fortescue Metals Group Ltd	12,350.00	12,350.00	0.00		5,292.86			17,642.86		0.00		
VRT.AX Virtus Health Limited	180.00	180.00	0.00		77.14			257.14		0.00		
	12,530.00	12,530.00	0.00		5,370.00			17,900.00		0.00		
Units in Listed Unit Trusts (Australian)												
ALX.AX Atlas Arteria Stapled	1.68				0.00	1.68	0.00	1.68		0.00	0.00	0.00
	1.68				0.00	1.68	0.00	1.68		0.00	0.00	0.00
	12,961.74	12,530.00	0.00	430.06	5,370.00	1.68	0.00	18,331.74		0.00	0.00	0.00

Assessable Income (Excl. Capital Gains) **18,331.74**

Net Capital Gain **0.00**

Total Assessable Income 18,331.74

* 1 Includes foreign credits from foreign capital gains.

* 2 Assessable Income in the SMSF Annual Return will be different as capital gains and losses from disposals of assets have not been included.

For a breakdown of Distributed Capital Gains and Non-Assessable Payments refer to Distributions Reconciliation Report.

PONSYPAD SUPERANNUATION FUND

Realised Capital Gains Report

For The Period 01 July 2020 - 30 June 2021

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
Shares in Listed Companies (Australian)												
NEN.AX - Neon Capital Ltd												
F18 30/06/2015	18/06/2021	556.00	1,778.71	0.00	(1,778.71)	1,778.71	1,778.71	0.00	0.00	0.00	0.00	(1,778.71)
		556.00	1,778.71	0.00	(1,778.71)	1,778.71	1,778.71	0.00	0.00	0.00	0.00	(1,778.71)
		556.00	1,778.71	0.00	(1,778.71)	1,778.71	1,778.71	0.00	0.00	0.00	0.00	(1,778.71)
		556.00	1,778.71	0.00	(1,778.71)	1,778.71	1,778.71	0.00	0.00	0.00	0.00	(1,778.71)

PONSYPAD SUPERANNUATION FUND

Capital Gains Reconciliation Report

For The Period 01 July 2020 - 30 June 2021

	Total	Discounted	Indexed	Other	Notional
Losses available to offset					
Carried forward from prior losses	D11 31,946.31				
Carried forward from prior losses - Collectables	0.00				
Current year capital losses	B30 1,778.71				
Current year capital losses - Collectables	0.00				
Total Losses Available	33,725.02				
Total Losses Available - Collectables	0.00				
Capital Gains					
Capital gains from disposal of assets	0.00	0.00	0.00	0.00	0.00
Capital gains from disposal of assets - Collectables	0.00	0.00	0.00	0.00	0.00
Capital gains from trust distributions	0.00	0.00	0.00	0.00	0.00
Capital Gains Before Losses applied	0.00	0.00	0.00	0.00	0.00
Losses and discount applied					
Losses applied	0.00	0.00	0.00	0.00	0.00
Losses applied - Collectables	0.00	0.00	0.00	0.00	0.00
Capital gains after losses applied	0.00	0.00	0.00	0.00	0.00
Capital gains after losses applied - Collectables	0.00	0.00	0.00	0.00	0.00
CGT Discount applied	0.00				
CGT Discount applied - Collectables	0.00				

PONSYPAD SUPERANNUATION FUND

Capital Gains Reconciliation Report

For The Period 01 July 2020 - 30 June 2021

	Total	Discounted	Indexed	Other	Notional
Net Capital Gain					
Net capital gain	0.00				
Net capital gain - Collectables	0.00				
Total Net Capital Gain (11A)	0.00				
Net Capital Losses Carried Forward to later income					
Net Capital Losses Carried Forward to later income years	33,725.02				
Net Capital Losses Carried Forward to later income years - Collectables	0.00				
Total Net Capital Losses Carried Forward to later income years (14V)	33,725.02				

Note

Refer to Realised Gains Report for details of Disposals at a Security level

Refer to Distribution Reconciliation Report for Trust Distribution details at a Security level

PONSYPAD SUPERANNUATION FUND
CGT Register Report

As at 30 June 2021

Investment	Transaction	Contract	CGT	Units	Cost Base	Cost Base Adj	Cost Base Adj	Reduced Cost	Adjusted Cost	Net Other	Net Indexed	Gross	CGT Loss
Date	Date	Date	Transaction			Tax Def	Tax Free	Base	Base	Capital Gain	Gain	Discounted	
			Type									Gain	

Collectables (Coins, Stamps, Wine and Other Personal Use Assets)

SPA1800 - Spanish American 1800-1808 Charles iv 8 reales ef-aunc
 01/07/2020 01/07/2020 ShareSplit 1.00 **D3/ D18**

Shares in Listed Companies (Australian)

AMP.AX - AMP Limited													
21/05/2021	21/05/2021	Purchase		4,000.00	4,517.99								
ASN.AX - Anson Resources Limited													
03/02/2021	03/02/2021	Purchase		50,000.00	5,017.99								
NEN.AX - Neon Capital Ltd													
18/06/2021	18/06/2021	Disposal		(556.00)		0.00		1,778.71	1,778.71				(1,778.71)
Z1P.AX - Zip Co Limited.													
22/02/2021	22/02/2021	Purchase		400.00	5,071.95								

PONSYPAD SUPERANNUATION FUND

Trial Balance

As at 30 June 2021

Last Year	Code	Account Name	Units	Debits \$	Credits \$
	23800	Distributions Received			
(1.05)	23800/ALX.AX	Atlas Arteria Stapled			1.68
	23900	Dividends Received			
(5,000.00)	23900/FMG.AX	Fortescue Metals Group Ltd			12,350.00
(208.20)	23900/SKC.AX	Skycity Entertainment Group Limited			
(90.00)	23900/VRT.AX	Virtus Health Limited			180.00
	24200	Contributions			
(25,000.00)	24200/LATNIC00001A	(Contributions) Latham, Nick - Accumulation			25,000.00
(24,163.72)	24700	Changes in Market Values of Investments			44,263.82
	25000	Interest Received			
(1,119.43)	25000/AMP1162	AMP Business Account #1162			430.06
(12.09)	25000/AMP8688	AMP Working Account #8688			
(55.56)	25100	Interest Received ATO General Interest Charge			
3,960.00	30100	Accountancy Fees		1,485.00	
777.00	30400	ATO Supervisory Levy		259.00	
990.00	30700	Auditor's Remuneration		330.00	
267.00	30800	ASIC Fees		273.00	
	37500	Investment Expenses			
1,320.00	37500/COLLECT	Safe Box Fee		1,320.00	
	39000	Life Insurance Premiums			
5,921.41	39000/LATNIC00001A	(Life Insurance Premiums) Latham, Nick - Accumulation		7,083.22	
852.03	48500	Income Tax Expense			482.85
41,562.61	49000	Profit/Loss Allocation Account		71,958.19	
	50010	Opening Balance			
(264,231.71)	50010/LATNIC00001A	(Opening Balance) Latham, Nick - Accumulation			305,794.32
	52420	Contributions			
(25,000.00)	52420/LATNIC00001A	(Contributions) Latham, Nick - Accumulation			25,000.00
	53100	Share of Profit/(Loss)			
(25,554.22)	53100/LATNIC00001A	(Share of Profit/(Loss)) Latham, Nick - Accumulation			58,928.56

PONSYPAD SUPERANNUATION FUND

Trial Balance

As at 30 June 2021

Last Year	Code	Account Name	Units	Debits \$	Credits \$
	53330	Income Tax			
(679.80)	53330/LATNIC00001A	(Income Tax) Latham, Nick - Accumulation		1,137.15	
	53800	Contributions Tax			
3,750.00	53800/LATNIC00001A	(Contributions Tax) Latham, Nick - Accumulation		3,750.00	
	53920	Life Insurance Premiums			
5,921.41	53920/LATNIC00001A	(Life Insurance Premiums) Latham, Nick - Accumulation		7,083.22	
	60400	Bank Accounts			
59,153.47	60400/AMP1162	AMP Business Account #1162		74,931.50	
4,335.95	60400/AMP8688	AMP Working Account #8688		1,524.48	
	62000	Dividends Receivable			
19.83	62000/AGO.AX	Atlas Iron Limited		19.83	
189.26	62000/RIO.AX	RIO Tinto Limited		189.26	
	71000	Collectables (Coins, Stamps, Wine and Other Personal Use Assets)			
285.00	71000/100MACPRE	\$100 MacFarlane/Evans First Prefix Unc	1.0000	285.00	
15,000.00	71000/10ARMIT	£10 Armitage/MacFarlane R59 Unc	2.0000	15,000.00	
11,750.00	71000/10COOM28	10/- Coombs/Wilson RI7 Consec Run of 28 Unc	1.0000	11,750.00	
2,000.00	71000/10COOMR15	10/- Coombs/Wilson R15 Unc	2.0000	2,000.00	
425.00	71000/10COOMR17	10/- Coombs/Wilson R17 Unc	1.0000	425.00	
350.00	71000/10FRASER	\$10 Fraser/Cole MRR Trio No Plate Unc	1.0000	350.00	
395.00	71000/10MACSOL	\$10 MacFarlane/Henry Solid Serial (5) Unc	1.0000	395.00	
2,500.00	71000/1911THREE	1911 Threepence Gem Unc	1.0000	2,500.00	
1,500.00	71000/1919HALF	1919 Halfpenny PCGS MS65RD	1.0000	1,500.00	
3,000.00	71000/1939FLO	1939 Florin PCGS MS63	1.0000	3,000.00	
10,000.00	71000/1956PEN	1956Y. Penny Proof	1.0000	10,000.00	
2,250.00	71000/1COOM7	£1 Coombs/Wilson Consec Run of 7 Unc	1.0000	2,250.00	
350.00	71000/1COOMR34	£1 Coombs/Wilson R34 Unc	1.0000	350.00	
500.00	71000/1COOMR50	£5 Coombs/Wilson R50 aUnc	1.0000	500.00	
2,000.00	71000/1COOMRAN	\$1 Coombs/Randall Unc	2.0000	2,000.00	

PONSYPAD SUPERANNUATION FUND

Trial Balance

As at 30 June 2021

Last Year	Code	Account Name	Units	Debits \$	Credits \$
2,500.00	71000/1COOMSTAR	\$1 Coombs Wilson Star Note aUnc	1.0000	2,500.00	
5,750.00	71000/20COOM10	\$20 Coombs/Wilson Consec Run of 10 Unc	5.0000	5,750.00	
9,500.00	71000/20COOMPRES	\$20 Coombs/Randall First Prefix Unc Note	1.0000	9,000.00	
500.00	71000/20MACF	\$20 MacFarlane/Henry Unc	10.0000	500.00	
1,100.00	71000/20PHILLIPS	\$20 phillips/wheeler r404 one missing serial virtually unc	1.0000	1,100.00	
3,250.00	71000/2COOMSTAR	\$2 Coombs/Wilson Star Note Unc	1.0000	3,250.00	
600.00	71000/2JOHPRE	\$2 Johnston/Fraser Last Prefix Consec Run of 8 Unc	1.0000	600.00	
650.00	71000/50FRASER	\$50 Fraser/Evans First & Last Prefix Unc	1.0000	650.00	
350.00	71000/50JOHGOTH	\$50 Johnston/Fraser Gothic Unc	1.0000	350.00	
550.00	71000/50JOHOCR	\$50 Johnston/Fraser OCR-B Unc	1.0000	550.00	
695.00	71000/50MACSOL	\$50 MacFarlane/Henry Solid Serial (1) Unc	1.0000	695.00	
700.00	71000/5FRASER	\$5 Fraser/Evans Bundle Unc	1.0000	700.00	
12,000.00	71000/5MACPRE	\$5 MacFarlane/Henry Last Prefix KCO5 Bundle Unc	3.0000	15,000.00	
1,000.00	71000/5MACSOL	\$5 MacFarlane/Henry Solid Serial (1) and (2) Pair Unc	1.0000	1,000.00	
1,350.00	71000/5SYDNEY	5/- Sydney Harbour Bridge Stamp MUH	1.0000	1,250.00	
8,000.00	71000/FIRSTPRE	\$1 - \$100 First prefix collection UNC	1.0000	8,000.00	
16,879.00	71000/SILVERBARS	1 Kilogram Silver Bars	15.0000	11,275.00	
330.00	71000/SPA1700	Spanish American 1792-1799 Charles iv 8 reales ef-aunc	1.0000	330.00	
299.00	71000/SPA1800	Spanish American 1800-1808 Charles iv 8 reales ef-aunc	2.0000	299.00	
	77600	Shares in Listed Companies (Australian)			
	77600/AMP.AX	AMP Limited	4,000.0000	4,500.00	
	77600/ASN.AX	Anson Resources Limited	50,000.0000	3,150.00	
69,250.00	77600/FMG.AX	Fortescue Metals Group Ltd	5,000.0000	116,700.00	
0.00	77600/QFX.AX	Quickflix Limited	50,000.0000		0.00
2,453.00	77600/SKC.AX	Skycity Entertainment Group Limited	1,100.0000	3,575.00	
2,122.50	77600/VRT.AX	Virtus Health Limited	750.0000	4,950.00	
	77600/Z1P.AX	Zip Co Limited.	400.0000	3,028.00	
	77800	Shares in Unlisted Private Companies (Australian)			

PONSYPAD SUPERANNUATION FUND

Trial Balance

As at 30 June 2021

Last Year	Code	Account Name	Units	Debits \$	Credits \$
50,000.00	77800/Beverages	International Beverages Holdings Pty Ltd	200.0000	50,000.00	
	78200	Units in Listed Unit Trusts (Australian)			
46.34	78200/ALX.AX	Atlas Arteria Stapled	7.0000	44.59	
1,062.97	85000	Income Tax Payable/Refundable		2,306.85	
(1,147.00)	86000	PAYG Payable			456.00
0.00	88000	Sundry Creditors			1,815.00
				474,702.29	474,702.29

Current Year Profit/(Loss): 71,475.34

ODYSSEY ODYSSEY ODYSSEY
Odyssey Odyssey Odyssey
Odyssey Odyssey Odyssey



C. TAX RETURN

Signature as prescribed in tax return

Self-managed superannuation fund annual return 2021

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 2021* (NAT 71287).

- ❗ The *Self-managed superannuation fund annual return instructions 2021* (NAT 71606) (the instructions) can assist you to complete this annual return.
- ⊖ The SMSF annual return cannot be used to notify us of a change in fund membership. You must update fund details via ABR.gov.au or complete the Change of details for superannuation entities form (NAT 3036).

To complete this annual return

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

S	M	/	T	#		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)

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

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

2 Name of self-managed superannuation fund (SMSF)

PONSYPAD SUPERANNUATION FUND

3 Australian business number (ABN) (if applicable)

4 Current postal address

Unit 1 12 Parriwi Road

Suburb/town

MOSMAN

State/territory

NSW

Postcode

2088

5 Annual return status

Is this an amendment to the SMSF's 2021 return?

A No Yes

Is this the first required return for a newly registered SMSF?

B No Yes

Signature as prescribed in tax return

Tax File Number

Provided

6 SMSF auditor

Auditor's name

Title: Mr Mrs Miss Ms Other

Family name

BOYS

First given name

Other given names

TONY

SMSF Auditor Number

100014140

Auditor's phone number

0410712708

Postal address

Po Box 3376

Suburb/town

Rundle Mall

State/territory

SA

Postcode

5000

Date audit was completed **A** / / 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 939200

Fund account number 118921162

Fund account name

PONSYPAD SUPERANNUATION FUND

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.

AUSPOSTSMSF

Signature as prescribed in tax return

Tax File Number

Provided

- 8 Status of SMSF** Australian superannuation fund **A** No Yes Fund benefit structure **B** **A** 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 / / 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.

Signature as prescribed in tax return

Tax File Number

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 2021*.

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** \$ 430

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

Gross foreign income **D1** \$ Net foreign income **D** \$ 1

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

Transfers from foreign funds **F** \$ Number

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

Calculation of assessable contributions

Assessable employer contributions **R1** \$

plus Assessable personal contributions **R2** \$

plus ****No-TFN-quoted contributions** **R3** \$ (an amount must be included even if it is zero)

less Transfer of liability to life insurance company or PST **R6** \$

Gross distribution from partnerships **I** \$

*Unfranked dividend amount **J** \$

*Franked dividend amount **K** \$ 12,530

*Dividend franking credit **L** \$ 5,370

*Gross trust distributions **M** \$

Assessable contributions (R1 plus R2 plus R3 less R6) **R** \$ 25,000

Calculation of non-arm's length income

*Net non-arm's length private company dividends **U1** \$

plus *Net non-arm's length trust distributions **U2** \$

plus *Net other non-arm's length income **U3** \$

*Other income **S** \$

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

Net non-arm's length income (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.

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

Exempt current pension income **Y** \$

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

Signature as prescribed in tax return

Tax File Number

Section C: Deductions and non-deductible expenses

12 Deductions and non-deductible expenses

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

	DEDUCTIONS		NON-DEDUCTIBLE EXPENSES	
Interest expenses within Australia	A1	\$ <input type="text"/>	A2	\$ <input type="text"/>
Interest expenses overseas	B1	\$ <input type="text"/>	B2	\$ <input type="text"/>
Capital works expenditure	D1	\$ <input type="text"/>	D2	\$ <input type="text"/>
Decline in value of depreciating assets	E1	\$ <input type="text"/>	E2	\$ <input type="text"/>
Insurance premiums – members	F1	\$ <input type="text" value="7,083"/>	F2	\$ <input type="text"/>
SMSF auditor fee	H1	\$ <input type="text" value="330"/>	H2	\$ <input type="text"/>
Investment expenses	I1	\$ <input type="text" value="1,320"/>	I2	\$ <input type="text"/>
Management and administration expenses	J1	\$ <input type="text" value="1,485 + 259 + 273 = 2,017"/>	J2	\$ <input type="text"/>
Forestry managed investment scheme expense	U1	\$ <input type="text"/>	U2	\$ <input type="text"/>
Other amounts	L1	\$ <input type="text"/>	L2	\$ <input type="text"/>
Tax losses deducted	M1	\$ <input type="text"/>		

B4

Code

Code

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

TOTAL NON-DEDUCTIBLE EXPENSES
Y \$

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

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

#This is a mandatory label.

Signature as prescribed in tax return

Tax File Number

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 2021 on how to complete the calculation statement.

#Taxable income	A \$	<input type="text" value="32,581"/>
<i>(an amount must be included even if it is zero)</i>		
#Tax on taxable income	T1 \$	<input type="text" value="4,887.15"/>
<i>(an amount must be included even if it is zero)</i>		
#Tax on no-TFN-quoted contributions	J \$	<input type="text" value="0.00"/>
<i>(an amount must be included even if it is zero)</i>		
Gross tax	B \$	<input type="text" value="4,887.15"/>
<i>(T1 plus J)</i>		

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

SUBTOTAL 1

T2 \$

(B less C – cannot be less than zero)

Early stage venture capital limited partnership tax offset	D1 \$	<input type="text" value="0.00"/>
Early stage venture capital limited partnership tax offset carried forward from previous year	D2 \$	<input type="text" value="0.00"/>
Early stage investor tax offset	D3 \$	<input type="text" value="0.00"/>
Early stage investor tax offset carried forward from previous year	D4 \$	<input type="text" value="0.00"/>
Non-refundable carry forward tax offsets	D \$	<input type="text" value="0.00"/>
<i>(D1 plus D2 plus D3 plus D4)</i>		
SUBTOTAL 2	T3 \$	<input type="text" value="4,887.15"/>
<i>(T2 less D – cannot be less than zero)</i>		

Complying fund's franking credits tax offset	E1 \$	<input type="text" value="5,370.00"/>
No-TFN tax offset	E2 \$	<input type="text"/>
National rental affordability scheme tax offset	E3 \$	<input type="text"/>
Exploration credit tax offset	E4 \$	<input type="text" value="0.00"/>
Refundable tax offsets	E \$	<input type="text" value="5,370.00"/>
<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 \$

Signature as prescribed in tax return

Tax File Number

Credit for interest on early payments – amount of interest	H1 \$ <input type="text"/>
Credit for tax withheld – foreign resident withholding (excluding capital gains)	H2 \$ <input type="text"/>
Credit for tax withheld – where ABN or TFN not quoted (non-individual)	H3 \$ <input type="text"/>
Credit for TFN amounts withheld from payments from closely held trusts	H5 \$ <input type="text" value="0.00"/>
Credit for interest on no-TFN tax offset	H6 \$ <input type="text"/>
Credit for foreign resident capital gains withholding amounts	H8 \$ <input type="text" value="0.00"/>
Eligible credits	H \$ <input type="text"/>
	<i>(H1 plus H2 plus H3 plus H5 plus H6 plus H8)</i>

B14

#Tax offset refunds (Remainder of refundable tax offsets)	I \$ <input type="text" value="482.85"/>
	<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 \$

AMOUNT DUE OR REFUNDABLE A positive amount at S is what you owe, while a negative amount is refundable to you.	S \$ <input type="text" value="-2,047.85"/>
	<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 2021.

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

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

B32

Signature as prescribed in tax return

[Signature box]

Tax File Number

Provided

Section F: Member information

MEMBER 1

Title: Mr Mrs Miss Ms Other

Family name LATHAM

First given name NICHOLAS Other given names

Member's TFN See the Privacy note in the Declaration. Provided Date of birth Provided

Contributions

OPENING ACCOUNT BALANCE \$ 305,794.32

Refer to instructions for completing these labels.

Employer contributions A \$ 25,000.00

ABN of principal employer A1

Personal contributions B \$

CGT small business retirement exemption C \$

CGT small business 15-year exemption amount D \$

Personal injury election E \$

Spouse and child contributions F \$

Other third party contributions G \$

Proceeds from primary residence disposal H \$

Receipt date H1 Day / Month / Year

Assessable foreign superannuation fund amount I \$

Non-assessable foreign superannuation fund amount J \$

Transfer from reserve: assessable amount K \$

Transfer from reserve: non-assessable amount L \$

Contributions from non-complying funds and previously non-complying funds T \$

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

TOTAL CONTRIBUTIONS N \$ 25,000.00 (Sum of labels A to M)

Other transactions

Allocated earnings or losses O \$ 46,958.19 Loss Inward rollovers and transfers P \$ Outward rollovers and transfers Q \$ Lump Sum payments R1 \$ Code Income stream payments R2 \$ Code Accumulation phase account balance S1 \$ 377,752.51 Retirement phase account balance - Non CDBIS S2 \$ 0.00 Retirement phase account balance - CDBIS S3 \$ 0.00 TRIS Count 0 CLOSING ACCOUNT BALANCE S \$ 377,752.51 (S1 plus S2 plus S3)

B19

Accumulation phase value X1 \$ Retirement phase value X2 \$ Outstanding limited recourse borrowing arrangement amount Y \$

Signature as prescribed in tax return

Tax File Number

Section H: **Assets and liabilities**

15 ASSETS

15a Australian managed investments

Listed trusts **A** \$

Unlisted trusts **B** \$

Insurance policy **C** \$

Other managed investments **D** \$

15b Australian direct investments

Cash and term deposits **E** \$

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** \$

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**

B3

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 \$

Signature as prescribed in tax return

Tax File Number

15f Limited recourse borrowing arrangements

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

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

16 LIABILITIES

Borrowings for limited recourse borrowing arrangements V1 \$ <input type="text"/>	Borrowings	V \$ <input type="text"/>	B3
Permissible temporary borrowings V2 \$ <input type="text"/>			
Other borrowings V3 \$ <input type="text"/>			
Total member closing account balances (total of all CLOSING ACCOUNT BALANCES from Sections F and G)		W \$ <input type="text" value="377,750"/>	B3
Reserve accounts		X \$ <input type="text"/>	
Other liabilities		Y \$ <input type="text" value="2,271"/>	
TOTAL LIABILITIES		Z \$ <input type="text" value="380,021"/>	

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 2020–21 income year, write **2021**). **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 2021*. **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 2021* for each election. **C**

If revoking an interposed entity election, print **R**, and complete and attach the *Interposed entity election or revocation 2021*. **D**

Signature as prescribed in tax return

Tax File Number

Provided

Section K: Declarations

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

Important

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

Privacy

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

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

TRUSTEE'S OR DIRECTOR'S DECLARATION:

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

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

Date / /

Preferred trustee or director contact details:

Title: Mr Mrs Miss Ms Other

Family name

Latham

First given name

Nicholas

Other given names

Phone number 0401992501

Email address

benchseat@gmail.com

Non-individual trustee name (if applicable)

PONSYPAD SERVICES PTY LTD

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 2021* 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 / /

Tax agent's contact details

Title: Mr Mrs Miss Ms Other

Family name

Forbes

First given name

James

Other given names

Tax agent's practice

TAXSPOT PROFESSIONALS PTY LTD

Tax agent's phone number

0292119790

Reference number

PONSYPADSF

Tax agent number

24759991

Capital gains tax (CGT) schedule

2021

When completing this form

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

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

- Do not use correction fluid or covering stickers.
- Sign next to any corrections with your **full signature** (not initials).

- Use in conjunction with company, trust, fund income tax return or the self-managed superannuation fund annual return.
- Refer to the *Guide to capital gains tax 2021* available on our website at ato.gov.au for instructions on how to complete this schedule.

Tax file number (TFN)

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

Australian business number (ABN)

Taxpayer's name

PONSYPAD SUPERANNUATION FUND

1 Current year capital gains and capital losses

	Capital gain	Capital loss
Shares in companies listed on an Australian securities exchange	A \$ <input style="width: 150px;" type="text"/>	K \$ <input style="width: 150px;" type="text" value="1,778"/>
Other shares	B \$ <input style="width: 150px;" type="text"/>	L \$ <input style="width: 150px;" type="text"/>
Units in unit trusts listed on an Australian securities exchange	C \$ <input style="width: 150px;" type="text"/>	M \$ <input style="width: 150px;" type="text"/>
Other units	D \$ <input style="width: 150px;" type="text"/>	N \$ <input style="width: 150px;" type="text"/>
Real estate situated in Australia	E \$ <input style="width: 150px;" type="text"/>	O \$ <input style="width: 150px;" type="text"/>
Other real estate	F \$ <input style="width: 150px;" type="text"/>	P \$ <input style="width: 150px;" type="text"/>
Amount of capital gains from a trust (including a managed fund)	G \$ <input style="width: 150px;" type="text"/>	
Collectables	H \$ <input style="width: 150px;" type="text"/>	Q \$ <input style="width: 150px;" type="text"/>
Other CGT assets and any other CGT events	I \$ <input style="width: 150px;" type="text"/>	R \$ <input style="width: 150px;" type="text"/>
Amount of capital gain previously deferred under transitional CGT relief for superannuation funds	S \$ <input style="width: 150px;" type="text" value="0"/>	
Total current year capital gains	J \$ <input style="width: 150px;" type="text"/>	

B31-32

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

Signature as prescribed in tax return Tax File Number

2 Capital losses

Total current year capital losses A \$

Total current year capital losses applied B \$

Total prior year net capital losses applied C \$

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

Total capital losses applied E \$

Add amounts at B, C and D.

3 Unapplied net capital losses carried forward

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

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

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

B31-32

4 CGT discount

Total CGT discount applied A \$

5 CGT concessions for small business

Small business active asset reduction A \$

Small business retirement exemption B \$

Small business rollover C \$

Total small business concessions applied D \$

6 Net capital gain

Net capital gain A \$

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

Signature as prescribed in tax return Tax File Number

7 Earnout arrangements

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

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

How many years does the earnout arrangement run for? B

What year of that arrangement are you in? C

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

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

! Request for amendment

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

Income year earnout right created F

Amended net capital gain or capital losses carried forward G \$ /

8 Other CGT information required (if applicable)

Small business 15 year exemption – exempt capital gains A \$ /

Capital gains disregarded by a foreign resident B \$

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

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

Capital gains disregarded by a demerging entity E \$

Signature as prescribed in tax return Tax File Number

Taxpayer's declaration

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

Important

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

Privacy

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

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

Signature

Date

Day / Month / Year
 / /

Contact name

Daytime contact number (include area code)



D. PRIOR YEAR INFORMATION

PONSYPAD SUPERANNUATION FUND

Trial Balance

As at 30 June 2020

Last Year	Code	Account Name	Units	Debits \$	Credits \$
	23800	Distributions Received			
(1.89)	23800/ALX.AX	Atlas Arteria Stapled			1.05
	23900	Dividends Received			
(5,100.00)	23900/FMG.AX	Fortescue Metals Group Ltd			5,000.00
(206.25)	23900/SKC.AX	Skycity Entertainment Group Limited			208.20
(180.00)	23900/VRT.AX	Virtus Health Limited			90.00
	24200	Contributions			
(25,000.00)	24200/LATNIC00001A	(Contributions) Latham, Nick - Accumulation			25,000.00
(23,226.37)	24700	Changes in Market Values of Investments			24,163.72
	25000	Interest Received			
(1,205.98)	25000/AMP1162	AMP Business Account #1162			1,119.43
(20.95)	25000/AMP8688	AMP Working Account #8688			12.09
	25100	Interest Received ATO General Interest Charge			55.56
	30100	Accountancy Fees		3,960.00	
	30400	ATO Supervisory Levy		777.00	
	30700	Auditor's Remuneration		990.00	
263.00	30800	ASIC Fees		267.00	
	37500	Investment Expenses			
1,300.00	37500/COLLECT	Safe Box Fee		1,320.00	
	39000	Life Insurance Premiums			
4,939.86	39000/LATNIC00001A	(Life Insurance Premiums) Latham, Nick - Accumulation		5,921.41	
1,346.36	48500	Income Tax Expense		852.03	
47,092.22	49000	Profit/Loss Allocation Account		41,562.61	
	50010	Opening Balance			
(217,139.49)	50010/LATNIC00001A	(Opening Balance) Latham, Nick - Accumulation			264,231.71
	52420	Contributions			
(25,000.00)	52420/LATNIC00001A	(Contributions) Latham, Nick - Accumulation			25,000.00
	53100	Share of Profit/(Loss)			
(30,677.68)	53100/LATNIC00001A	(Share of Profit/(Loss)) Latham, Nick - Accumulation			25,554.22

PONSYPAD SUPERANNUATION FUND

Trial Balance

As at 30 June 2020

Last Year	Code	Account Name	Units	Debits \$	Credits \$
	53330	Income Tax			
(104.40)	53330/LATNIC00001A	(Income Tax) Latham, Nick - Accumulation			679.80
	53800	Contributions Tax			
3,750.00	53800/LATNIC00001A	(Contributions Tax) Latham, Nick - Accumulation		3,750.00	
	53920	Life Insurance Premiums			
4,939.86	53920/LATNIC00001A	(Life Insurance Premiums) Latham, Nick - Accumulation		5,921.41	
	60400	Bank Accounts			
84,484.04	60400/AMP1162	AMP Business Account #1162		59,153.47	
9,899.82	60400/AMP8688	AMP Working Account #8688		4,335.95	
	62000	Dividends Receivable			
19.83	62000/AGO.AX	Atlas Iron Limited		19.83	
189.26	62000/RIO.AX	RIO Tinto Limited		189.26	
550.00	68000	Sundry Debtors			0.00
	71000	Collectables (Coins, Stamps, Wine and Other Personal Use Assets)			
285.00	71000/100MACPRE	\$100 MacFarlane/Evans First Prefix Unc	1.0000	285.00	
15,000.00	71000/10ARMIT	£10 Armitage/MacFarlane R59 Unc	2.0000	15,000.00	
11,750.00	71000/10COOM28	10/- Coombs/Wilson R17 Consec Run of 28 Unc	1.0000	11,750.00	
2,000.00	71000/10COOMR15	10/- Coombs/Wilson R15 Unc	2.0000	2,000.00	
425.00	71000/10COOMR17	10/- Coombs/Wilson R17 Unc	1.0000	425.00	
350.00	71000/10FRASER	\$10 Fraser/Cole MRR Trio No Plate Unc	1.0000	350.00	
395.00	71000/10MACSOL	\$10 MacFarlane/Henry Solid Serial (5) Unc	1.0000	395.00	
2,500.00	71000/1911THREE	1911 Threepence Gem Unc	1.0000	2,500.00	
1,500.00	71000/1919HALF	1919 Halfpenny PCGS MS65RD	1.0000	1,500.00	
3,000.00	71000/1939FLO	1939 Florin PCGS MS63	1.0000	3,000.00	
10,000.00	71000/1956PEN	1956Y. Penny Proof	1.0000	10,000.00	
2,250.00	71000/1COOM7	£1 Coombs/Wilson Consec Run of 7 Unc	1.0000	2,250.00	
350.00	71000/1COOMR34	£1 Coombs/Wilson R34 Unc	1.0000	350.00	
500.00	71000/1COOMR50	£5 Coombs/Wilson R50 aUnc	1.0000	500.00	

209.09

PONSYPAD SUPERANNUATION FUND

Trial Balance

As at 30 June 2020

Last Year	Code	Account Name	Units	Debits \$	Credits \$
2,000.00	71000/1COOMRAN	\$1 Coombs/Randall Unc	2.0000	2,000.00	
2,500.00	71000/1COOMSTAR	\$1 Coombs Wilson Star Note aUnc	1.0000	2,500.00	
5,750.00	71000/20COOM10	\$20 Coombs/Wilson Consec Run of 10 Unc	5.0000	5,750.00	
9,500.00	71000/20COOMPRES	\$20 Coombs/Randall First Prefix Unc Note	1.0000	9,500.00	
500.00	71000/20MACF	\$20 MacFarlane/Henry Unc	10.0000	500.00	
1,100.00	71000/20PHILLIPS	\$20 phillips/wheeler r404 one missing serial virtually unc	1.0000	1,100.00	
3,250.00	71000/2COOMSTAR	\$2 Coombs/Wilson Star Note Unc	1.0000	3,250.00	
600.00	71000/2JOHPRES	\$2 Johnston/Fraser Last Prefix Consec Run of 8 Unc	1.0000	600.00	
650.00	71000/50FRASER	\$50 Fraser/Evans First & Last Prefix Unc	1.0000	650.00	
350.00	71000/50JOHGOTH	\$50 Johnston/Fraser Gothic Unc	1.0000	350.00	
550.00	71000/50JOHOCR	\$50 Johnston/Fraser OCR-B Unc	1.0000	550.00	
695.00	71000/50MACSOL	\$50 MacFarlane/Henry Solid Serial (1) Unc	1.0000	695.00	
700.00	71000/5FRASER	\$5 Fraser/Evans Bundle Unc	1.0000	700.00	
12,000.00	71000/5MACPRES	\$5 MacFarlane/Henry Last Prefix KCO5 Bundle Unc	3.0000	12,000.00	
1,000.00	71000/5MACSOL	\$5 MacFarlane/Henry Solid Serial (1) and (2) Pair Unc	1.0000	1,000.00	
1,350.00	71000/5SYDNEY	5/- Sydney Harbour Bridge Stamp MUH	1.0000	1,350.00	
8,000.00	71000/FIRSTPRES	\$1 - \$100 First prefix collection UNC	1.0000	8,000.00	
14,175.00	71000/SILVERBARS	1 Kilogram Silver Bars	15.0000	16,879.00	
330.00	71000/SPA1700	Spanish American 1792-1799 Charles iv 8 reales ef-aunc	1.0000	330.00	
299.00	71000/SPA1800	Spanish American 1800-1808 Charles iv 8 reales ef-aunc	1.0000	299.00	
	77600	Shares in Listed Companies (Australian)			
45,100.00	77600/FMG.AX	Fortescue Metals Group Ltd	5,000.0000	69,250.00	
122.32	77600/NEN.AX	Neon Capital Ltd	556.0000		0.00
50.00	77600/QFX.AX	Quickflix Limited	50,000.0000		0.00
3,949.00	77600/SKC.AX	Skycity Entertainment Group Limited	1,100.0000	2,453.00	
3,375.00	77600/VRT.AX	Virtus Health Limited	750.0000	2,122.50	
	77800	Shares in Unlisted Private Companies (Australian)			
	77800/Beverages	International Beverages Holdings Pty Ltd	200.0000	50,000.00	

PONSYPAD SUPERANNUATION FUND

Trial Balance

As at 30 June 2020

Last Year	Code	Account Name	Units	Debits \$	Credits \$
	78200	Units in Listed Unit Trusts (Australian)			
54.88	78200/ALX.AX	Atlas Arteria Stapled	7.0000	46.34	
833.56	85000	Income Tax Payable/Refundable		1,062.97	
0.00	86000	PAYG Payable			1,147.00
				372,262.78	372,262.78

Current Year Profit/(Loss): 42,414.64

Self-managed superannuation fund annual return 2020

Who should complete this annual return?

Only self-managed superannuation funds (SMSFs) can complete this annual return. All other funds must complete the *Fund income tax return 2020* (NAT 71287).

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

To complete this annual return

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

S	M	/	T	#		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)

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

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

2 Name of self-managed superannuation fund (SMSF)

3 Australian business number (ABN) (if applicable)

4 Current postal address

Suburb/town	State/territory	Postcode
MOSMAN	NSW	2088

5 Annual return status

Is this an amendment to the SMSF's 2020 return? **A** No Yes

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

Tax File Number

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** / /

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.

Tax File Number

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 / / 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.

Tax File Number **Provided**

Section B: **Income**

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

11 Income

Did you have a capital gains tax (CGT) event during the year? **G** No Yes

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

Have you applied an exemption or rollover? **M** No Yes Code

Net capital gain **A** \$

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

Gross interest **C** \$

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

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

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

Transfers from foreign funds **F** \$ Number

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

Calculation of assessable contributions
Assessable employer contributions

R1 \$

plus Assessable personal contributions **R2** \$

plus **R3** \$ **No-TFN-quoted contributions (an amount must be included even if it is zero)

less Transfer of liability to life insurance company or PST **R6** \$

Gross distribution from partnerships **I** \$ Loss

*Unfranked dividend amount **J** \$

*Franked dividend amount **K** \$

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

*Gross trust distributions **M** \$

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

Calculation of non-arm's length income

*Net non-arm's length private company dividends **U1** \$

plus *Net non-arm's length trust distributions **U2** \$

plus *Net other non-arm's length income **U3** \$

*Other income **S** \$ 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.

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


Exempt current pension income **Y** \$

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

Tax File Number Provided

Section C: Deductions and non-deductible expenses

12 Deductions and non-deductible expenses

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

	DEDUCTIONS		NON-DEDUCTIBLE EXPENSES
Interest expenses within Australia	A1 \$ <input style="width: 150px;" type="text"/>		A2 \$ <input style="width: 150px;" type="text"/>
Interest expenses overseas	B1 \$ <input style="width: 150px;" type="text"/>		B2 \$ <input style="width: 150px;" type="text"/>
Capital works expenditure	D1 \$ <input style="width: 150px;" type="text"/>		D2 \$ <input style="width: 150px;" type="text"/>
Decline in value of depreciating assets	E1 \$ <input style="width: 150px;" type="text"/>		E2 \$ <input style="width: 150px;" type="text"/>
Insurance premiums – members	F1 \$ <input style="width: 150px;" type="text" value="5,921"/>		F2 \$ <input style="width: 150px;" type="text"/>
SMSF auditor fee	H1 \$ <input style="width: 150px;" type="text" value="990"/>		H2 \$ <input style="width: 150px;" type="text"/>
Investment expenses	I1 \$ <input style="width: 150px;" type="text" value="1,320"/>		I2 \$ <input style="width: 150px;" type="text"/>
Management and administration expenses	J1 \$ <input style="width: 150px;" type="text" value="5,004"/>		J2 \$ <input style="width: 150px;" type="text"/>
Forestry managed investment scheme expense	U1 \$ <input style="width: 150px;" type="text"/>		U2 \$ <input style="width: 150px;" type="text"/>
Other amounts	L1 \$ <input style="width: 150px;" type="text"/>	Code <input style="width: 20px; height: 20px;" type="text"/>	L2 \$ <input style="width: 150px;" type="text" value="1,346"/>
Tax losses deducted	M1 \$ <input style="width: 150px;" type="text"/>		Code <input style="width: 20px; height: 20px;" type="text" value="0"/>

TOTAL DEDUCTIONS
N \$ <input style="width: 100px;" type="text" value="13,235"/>
(Total A1 to M1)

TOTAL NON-DEDUCTIBLE EXPENSES
Y \$ <input style="width: 100px;" type="text" value="1,346"/>
(Total A2 to L2)

#TAXABLE INCOME OR LOSS	
O \$ <input style="width: 100px;" type="text" value="20,468"/>	Loss <input style="width: 20px; height: 20px;" type="text"/>
(TOTAL ASSESSABLE INCOME less TOTAL DEDUCTIONS)	

TOTAL SMSF EXPENSES	
Z \$ <input style="width: 100px;" type="text" value="14,581"/>	
(N plus Y)	

#This is a mandatory label.

Tax File Number

Section D: Income tax calculation statement

#Important:

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

13 Calculation statement

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

#Taxable income	A \$	<input type="text" value="20,468"/>
		<i>(an amount must be included even if it is zero)</i>
#Tax on taxable income	T1 \$	<input type="text" value="3,070.20"/>
		<i>(an amount must be included even if it is zero)</i>
#Tax on no-TFN-quoted contributions	J \$	<input type="text" value="0.00"/>
		<i>(an amount must be included even if it is zero)</i>
Gross tax	B \$	<input type="text" value="3,070.20"/>
		<i>(T1 plus J)</i>

Foreign income tax offset	C1 \$	<input type="text" value="36.74"/>	Non-refundable non-carry forward tax offsets	C \$	<input type="text" value="36.74"/>
Rebates and tax offsets	C2 \$	<input type="text"/>			<i>(C1 plus C2)</i>

SUBTOTAL 1

T2 \$

(B less C – cannot be less than zero)

Early stage venture capital limited partnership tax offset	D1 \$	<input type="text" value="0.00"/>	Non-refundable carry forward tax offsets	D \$	<input type="text" value="0.00"/>
Early stage venture capital limited partnership tax offset carried forward from previous year	D2 \$	<input type="text" value="0.00"/>			
Early stage investor tax offset	D3 \$	<input type="text" value="0.00"/>			
Early stage investor tax offset carried forward from previous year	D4 \$	<input type="text" value="0.00"/>			
			SUBTOTAL 2	T3 \$	<input type="text" value="3,033.46"/>
			<i>(T2 less D – cannot be less than zero)</i>		

Complying fund's franking credits tax offset	E1 \$	<input type="text" value="2,181.43"/>	Refundable tax offsets	E \$	<input type="text" value="2,181.43"/>
No-TFN tax offset	E2 \$	<input type="text"/>			
National rental affordability scheme tax offset	E3 \$	<input type="text"/>			
Exploration credit tax offset	E4 \$	<input type="text" value="0.00"/>			
			<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 \$

Tax File Number

Credit for interest on early payments – amount of interest	H1 \$ <input type="text"/>
Credit for tax withheld – foreign resident withholding (excluding capital gains)	H2 \$ <input type="text"/>
Credit for tax withheld – where ABN or TFN not quoted (non-individual)	H3 \$ <input type="text"/>
Credit for TFN amounts withheld from payments from closely held trusts	H5 \$ <input type="text" value="0.00"/>
Credit for interest on no-TFN tax offset	H6 \$ <input type="text"/>
Credit for foreign resident capital gains withholding amounts	H8 \$ <input type="text" value="0.00"/>
Eligible credits	H \$ <input type="text"/>
	<i>(H1 plus H2 plus H3 plus H5 plus H6 plus H8)</i>

*Tax offset refunds (Remainder of refundable tax offsets)	I \$ <input type="text" value="0.00"/>
	<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 \$

AMOUNT DUE OR REFUNDABLE A positive amount at S is what you owe, while a negative amount is refundable to you.	S \$ <input type="text" value="-803.97"/>
	<i>(T5 plus G less H less I less K plus L less M plus N)</i>

Section E: Losses

14 Losses

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

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

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

Tax File Number **Provided**

Section F: **Member information**

MEMBER 1

Title: Mr Mrs Miss Ms Other

Family name **LATHAM**

First given name **NICHOLAS** Other given names

Member's TFN **Provided** Date of birth **Provided**

Contributions

OPENING ACCOUNT BALANCE \$ **264,231.71**

Refer to instructions for completing these labels.

Employer contributions **A** \$ **25,000.00**

ABN of principal employer **A1**

Personal contributions **B** \$

CGT small business retirement exemption **C** \$

CGT small business 15-year exemption amount **D** \$

Personal injury election **E** \$

Spouse and child contributions **F** \$

Other third party contributions **G** \$

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

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

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

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

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

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

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

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

TOTAL CONTRIBUTIONS N \$ **25,000.00**

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

Other transactions

Allocated earnings or losses **O** \$ **16,562.61**

Loss

Accumulation phase account balance **S1** \$ **305,794.32**

Inward rollovers and transfers **P** \$

Retirement phase account balance - Non CDBIS **S2** \$ **0.00**

Outward rollovers and transfers **Q** \$

Retirement phase account balance - CDBIS **S3** \$ **0.00**

Lump Sum payments **R1** \$

Income stream payments **R2** \$

Code

Code

0 TRIS Count

CLOSING ACCOUNT BALANCE S \$ **305,794.32**

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

Accumulation phase value **X1** \$

Retirement phase value **X2** \$

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

Tax File Number Provided

Section H: Assets and liabilities

15 ASSETS

15a Australian managed investments

Listed trusts	A	\$ 46
Unlisted trusts	B	\$
Insurance policy	C	\$
Other managed investments	D	\$

15b Australian direct investments

Cash and term deposits	E	\$ 63,489
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	
Debt securities	F	\$
Loans	G	\$
Listed shares	H	\$ 73,825
Unlisted shares	I	\$ 50,000
Limited recourse borrowing arrangements	J	\$
Non-residential real property	K	\$
Residential real property	L	\$
Collectables and personal use assets	M	\$ 118,308
Other assets	O	\$ 1,272

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 \$ 306,940
(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 \$

Tax File Number

15f Limited recourse borrowing arrangements

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

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

16 LIABILITIES

Borrowings for limited recourse borrowing arrangements	V1 \$ <input type="text"/>	Borrowings	V \$ <input type="text"/>
Permissible temporary borrowings	V2 \$ <input type="text"/>		
Other borrowings	V3 \$ <input type="text"/>		
Total member closing account balances (total of all CLOSING ACCOUNT BALANCES from Sections F and G)		W \$	<input type="text" value="305,793"/>
Reserve accounts		X \$	<input type="text"/>
Other liabilities		Y \$	<input type="text" value="1,147"/>
TOTAL LIABILITIES		Z \$	<input type="text" value="306,940"/>

Section I: Taxation of financial arrangements

17 Taxation of financial arrangements (TOFA)

Total TOFA gains **H** \$

Total TOFA losses **I** \$

Section J: Other information

Family trust election status

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

If revoking or varying a family trust election, print **R** for revoke or print **V** for variation, and complete and attach the *Family trust election, revocation or variation 2020*. **B**

Interposed entity election status

If the trust or fund has an existing election, write the earliest income year specified. If the trust or fund is making one or more elections this year, write the earliest income year being specified and complete an *Interposed entity election or revocation 2020* for each election. **C**

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

Tax File Number **Provided**

Section K: Declarations

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

Important

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

Privacy

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

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

TRUSTEE'S OR DIRECTOR'S DECLARATION:

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

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

[Signature box] Date / /

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

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

TAX AGENT'S DECLARATION:

I declare that the Self-managed superannuation fund annual return 2020 has been prepared in accordance with information provided by the trustees, that the trustees have given me a declaration stating that the information provided to me is true and correct, and that the trustees have authorised me to lodge this annual return.

Tax agent's signature

[Signature box] Date / /

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

PONSYPAD SUPERANNUATION FUND
Members Statement

NICHOLAS LATHAM
 Unit 12 419-445 Military Road
 Mosman, New South Wales, 2088, Australia

Your Details

Date of Birth :		Provided	Nominated Beneficiaries:	N/A
Age:		52	Nomination Type:	N/A
Tax File Number:		Provided	Vested Benefits:	305,794.32
Date Joined Fund:		18/07/2005	Total Death Benefit:	1,305,794.32
Service Period Start Date:			Disability Benefit:	1,000,000.00
Date Left Fund:				
Member Code:		LATNIC00001A		
Account Start Date:		18/07/2005		
Account Phase:		Accumulation Phase		
Account Description:		Accumulation		

Your Balance

Total Benefits 305,794.32

Preservation Components

Preserved 305,794.32

Unrestricted Non Preserved

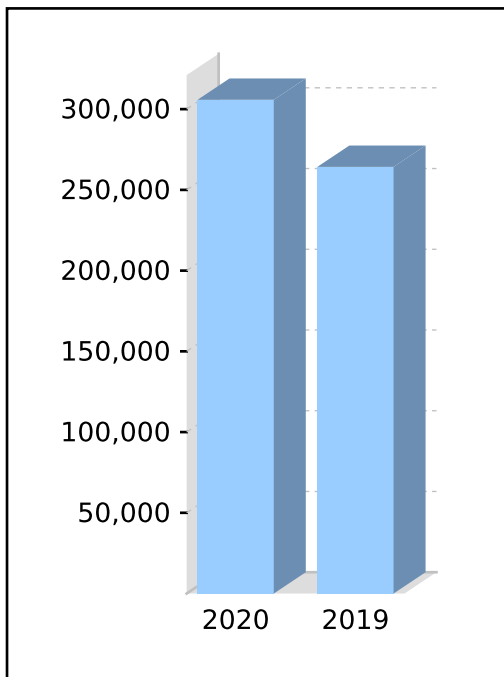
Restricted Non Preserved

Tax Components

Tax Free

Taxable 305,794.32

Investment Earnings Rate 10.03%



Your Detailed Account Summary

	This Year	Last Year
Opening balance at 01/07/2019	264,231.71	217,139.49
<u>Increases to Member account during the period</u>		
Employer Contributions	25,000.00	
Personal Contributions (Concessional)		25,000.00
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		
Transfers In		
Net Earnings	25,554.22	30,677.68
Internal Transfer In		
<u>Decreases to Member account during the period</u>		
Pensions Paid		
Contributions Tax	3,750.00	3,750.00
Income Tax	(679.80)	(104.40)
No TFN Excess Contributions Tax		
Excess Contributions Tax		
Refund Excess Contributions		
Division 293 Tax		
Insurance Policy Premiums Paid	5,921.41	4,939.86
Management Fees		
Member Expenses		
Benefits Paid/Transfers Out		
Superannuation Surcharge Tax		
Internal Transfer Out		
Closing balance at 30/06/2020	305,794.32	264,231.71

Members Statement

Trustee's Disclaimer

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

Signed by all the trustees of the fund

Nicholas Latham
Director



DOWNIES

D18

Shop 5, Tc

Sydney, NSW 2000

Phone: +61 (0) 2 9299 4131

Fax: +61 (0) 2 9261 4199

Email: sydney@downies.com

Website: www.downies.com

Downie's Coins Pty Ltd ABN 46 097 060 663

17/5/2021

Ponsypad Services Pty. Ltd.

Client Number: 820813

Dear Mr Latham,

Re: Coin Valuation

Thank you for your enquiry and listed below is a current valuation of your coin collection quoting replacement costs.

QTY	ITEM	\$
- 1 x	5/- Sydney Harbour Bridge Stamp MUH	1,350.00
- 1 x	1911 Threepence Gem Unc	2,500.00
- 1 x	1919 Halfpenny PCGS MS65RD	1,500.00
- 1 x	1939 Florin PCGS MS63	3,000.00
- 1 x	1956Y. Penny Proof	10,000.00
- 2 x	10/- Coombs/Wilson R15 Unc	2,000.00
- 1 x	10/- Coombs/Wilson R17 Unc	425.00
- 1 x	10/- Coombs/Wilson R17 Consec Run of 28 Unc	11,750.00
- 1 x	£1 Coombs/Wilson Consec Run of 7 Unc	2,250.00
- 1 x	£1 Coombs/Wilson R34 Unc	350.00
- 1 x	£5 Coombs/Wilson R50 aUnc	500.00
- 2 x	£10 Armitage/MacFarlane R59 Unc	15,000.00
- 1 x	\$1 Coombs Wilson Star Note aUnc	2,500.00
- 2 x	\$1 Coombs/Randall Unc	2,000.00
- 1 x	\$2 Coombs/Wilson Star Note Unc	3,250.00
- 1 x	\$2 Johnston/Fraser Last Prefix Consec Run of 8 Unc	600.00
- 1 x	\$5 Fraser/Evans Bundle Unc	700.00
- 1 x	\$5 MacFarlane/Henry Solid Serial (1) and (2) Pair Unc	1,000.00
- 3 x	\$5 MacFarlane/Henry Last Prefix KC05 Bundle Unc	12,000.00
- 1 x	\$10 Fraser/Cole MRR Trio No Plate Unc	350.00
- 1 x	\$10 MacFarlane/Henry Solid Serial (5) Unc	395.00
- 5 x	\$20 Coombs/Wilson Consec Run of 10 Unc	5,750.00
- 1 x	\$20 Coombs/Randall First Prefix Unc Note	9,500.00
- 10 x	\$20 MacFarlane/Henry Unc	500.00
- 1 x	\$50 Johnston/Fraser Gothic Unc	350.00
- 1 x	\$50 Johnston/Fraser OCR-B Unc	550.00
- 1 x	\$50 Fraser/Evans First & Last Prefix Unc	650.00
- 1 x	\$50 MacFarlane/Henry Solid Serial (1) Unc	695.00
- 1 x	\$100 MacFarlane/Evans First Prefix Unc	285.00
- 15 x	1 Kilogram Silver Bars	16,879.00
- 2x	Spanish American 1800-1808 Charles iv 8 reales ef-aunc	299.00
- 1x	Spanish American 1792-1799 Charles iv 8 reales ef-aunc	330.00
- 1x	\$20 phillips/wheeler r404 one missing serial virtually unc	1100.00
- 1x	\$1 - \$100 First prefix collection UNC	8000.00



DOWNIES

Shop 5, Town Hall Square
Sydney, NSW 2000
Phone: +61 (0) 2 9299 4131
Fax: +61 (0) 2 9261 4199
Email: sydney@downies.com
Website: www.downies.com
Downie's Coins Pty Ltd ABN 46 097 060 663

TOTAL REPLACEMENT VALUE

\$118,308

Yours faithfully,

A handwritten signature in black ink, appearing to read 'David Jobson', is written over a large, light-colored scribble that partially obscures the text 'Yours faithfully,'.

David Jobson
Senior Numismatist

All correspondence to:
 Computershare Investor Services Pty Limited
 GPO Box 2975 Melbourne
 Victoria 3001 Australia
 Enquiries (within Australia) 1800 813 292
 (outside Australia) 61 3 9415 4030
 www.investorcentre.com/contact

000901
 005
 RIO
 PONSYPAD SERVICES PTY LTD
 <PONSYPAD SUPER FUND A/C>
 PO BOX 721
 CHERRYBROOK NSW 2126

Dividend Payment Date
8 September 2011
Holder Identification No.
X 0039859696

NOTIFICATION OF 2011 INTERIM DIVIDEND

Dear Shareholder

We have pleasure in advising that the 2011 interim dividend was declared on 4 August 2011 at the rate of 49.81 Australian cents per share (equivalent to 54.00 US cents). A cheque is attached in payment.

The dividend is payable on ordinary shares registered in your name and entitled to participate as at the record date of 16 August 2011. For income tax purposes this dividend is fully franked (100%) at the tax rate of 30%. *Disbursed*

Yours sincerely



Stephen J Considine
 Company Secretary

\$\$\$ IT'S FAST AND SECURE - HAVE YOU CONSIDERED DIRECT CREDIT?
 Direct credit is a more secure method for receiving your Rio Tinto dividends. It also means you will receive your dividend faster. If you would prefer to have your dividend deposited directly to your nominated bank account on payment date, simply visit www.computershare.com.au/easyupdate/rio to update your banking instructions, Dividend Reinvestment Plan Elections, Tax File Number or Electronic Communications. You will continue to receive your payment advice detailing your payment. If you do not have access to the internet, please call 1800 813 292 to speak with a Customer Service Representative.

Please detach the cheque before banking and retain this dividend advice for your records.

CLASS DESCRIPTION	RATE	PARTICIPATING SHARES	UNFRANKED AMOUNT	FRANKED AMOUNT	FRANKING CREDIT
Ordinary Shares	49.81 cents	380	\$0.00	\$189.28	\$81.12

Please note that your Tax File Number has been received and recorded

DIVIDEND AMOUNT	\$189.28
------------------------	----------

Company Details

Atlas Iron Limited
 ABN 63 110 396 168
 Level 18, Raine Square
 300 Murray Street
 Perth WA 6000
 Phone: +61 (0) 8 6228 8000
 Fax: +61 (0) 8 6228 8999
 Website: www.atlasiron.com.au

**D21**

Security Transfer Registrars Pty Ltd
 PO Box 535,
 Applecross, WA 6953
 AUSTRALIA
 Phone: (618) 9315 2333
 Facsimile: (618) 9315 2233
 Email: registrar@securitytransfer.com.au

019005

PONSYPAD SERVICES PTY LTD
 <PONSYPAD SUPER FUND A/C>
 PO BOX 721
 CHERRYBROOK NSW 2126

HIN / SRN NO: **X0039859696**

ASX CODE: AGO

DISTRIBUTION STATEMENT**ATLAS IRON LIMITED**

(ABN 63 110 396 168)

FINAL DIVIDEND OF AUD \$0.03 CENTS PER SHARE (UNFRANKED)
 PAYABLE TO ATLAS IRON LIMITED SHAREHOLDERS
 REGISTERED AS AT RECORD DATE 22 NOVEMBER 2012 (EX DATE 16/11/2012)

Details of Distribution:

Date	:	6 DECEMBER 2012
Number of Shares	:	661
Dividend Rate Per Share	:	\$0.03
Dividend Amount:	:	\$19.83
Franking Percentage (%)	:	0% (Unfranked)
ATO Tax	:	\$0.00
Withholding Tax	:	\$0.00
Nett Dividend	:	\$19.83

*Dislance***Note to Non Resident Shareholders**

Non resident withholding tax is payable on this dividend as it does not consist entirely of a
 Conduit Foreign Income Account amount.

ADVICE TO PAYEE – RETAIN THIS BUTT FOR TAXATION PURPOSES



DOWNIES

D22Shop 5, Town Hall Square
Sydney, NSW 2000

Phone: +61 (0) 2 9299 4131

Fax: +61 (0) 2 9261 4199

Email: sydney@downies.comWebsite: www.downies.com

Downie's Coins Pty Ltd ABN 46 097 060 663

17/5/2021

Ponsypad Services Pty. Ltd.

Client Number: 820813

Dear Mr Latham,

Re: Coin Valuation

Thank you for your enquiry and listed below is a current valuation of your coin collection quoting replacement costs.

QTY	ITEM	\$
- 1 x	5/- Sydney Harbour Bridge Stamp MUH	1,350.00
- 1 x	1911 Threepence Gem Unc	2,500.00
- 1 x	1919 Halfpenny PCGS MS65RD	1,500.00
- 1 x	1939 Florin PCGS MS63	3,000.00
- 1 x	1956Y. Penny Proof	10,000.00
- 2 x	10/- Coombs/Wilson R15 Unc	2,000.00
- 1 x	10/- Coombs/Wilson R17 Unc	425.00
- 1 x	10/- Coombs/Wilson R17 Consec Run of 28 Unc	11,750.00
- 1 x	£1 Coombs/Wilson Consec Run of 7 Unc	2,250.00
- 1 x	£1 Coombs/Wilson R34 Unc	350.00
- 1 x	£5 Coombs/Wilson R50 aUnc	500.00
- 2 x	£10 Armitage/MacFarlane R59 Unc	15,000.00
- 1 x	\$1 Coombs Wilson Star Note aUnc	2,500.00
- 2 x	\$1 Coombs/Randall Unc	2,000.00
- 1 x	\$2 Coombs/Wilson Star Note Unc	3,250.00
- 1 x	\$2 Johnston/Fraser Last Prefix Consec Run of 8 Unc	600.00
- 1 x	\$5 Fraser/Evans Bundle Unc	700.00
- 1 x	\$5 MacFarlane/Henry Solid Serial (1) and (2) Pair Unc	1,000.00
- 3 x	\$5 MacFarlane/Henry Last Prefix KC05 Bundle Unc	12,000.00
- 1 x	\$10 Fraser/Cole MRR Trio No Plate Unc	350.00
- 1 x	\$10 MacFarlane/Henry Solid Serial (5) Unc	395.00
- 5 x	\$20 Coombs/Wilson Consec Run of 10 Unc	5,750.00
- 1 x	\$20 Coombs/Randall First Prefix Unc Note	9,500.00
- 10 x	\$20 MacFarlane/Henry Unc	500.00
- 1 x	\$50 Johnston/Fraser Gothic Unc	350.00
- 1 x	\$50 Johnston/Fraser OCR-B Unc	550.00
- 1 x	\$50 Fraser/Evans First & Last Prefix Unc	650.00
- 1 x	\$50 MacFarlane/Henry Solid Serial (1) Unc	695.00
- 1 x	\$100 MacFarlane/Evans First Prefix Unc	285.00
- 15 x	1 Kilogram Silver Bars	16,879.00
- 2x	Spanish American 1800-1808 Charles iv 8 reales ef-aunc	299.00
- 1x	Spanish American 1792-1799 Charles iv 8 reales ef-aunc	330.00
- 1x	\$20 phillips/wheeler r404 one missing serial virtually unc	1100.00
- 1x	\$1 - \$100 First prefix collection UNC	8000.00



E. PREPARATION DOCUMENTS

PONSYPAD SUPERANNUATION FUND

Distribution Reconciliation Report

For The Period 01 July 2020 - 30 June 2021

Date	Payment Received	Non Primary Production Income (A) * ₁				Distributed Capital Gains (B) * ₂					Foreign Income * ₃		Non-Assessable			Taxable Income
		Franked	Unfranked	Interest/ Other	Franking Credits	Discounted (After Discount)	Rate * ₅	CGT Concession	Indexed	Other	Foreign Income	Foreign Credits	Tax Exempt	Tax Free	Tax Deferred / AMIT * ₆	
Units in Listed Unit Trusts (Australian)																
ALX.AX Atlas Arteria Stapled																
06/10/2020	F8 0.77						S									0.00
09/04/2021	F9 0.91						S									0.00
30/06/2021	0.00						I				1.68				0.00	1.68
	1.68										1.68				0.00	1.68
											0.77 F8 + 0.91 F9					
<i>Net Cash Distribution:</i>		1.68														
	1.68										1.68				0.00	1.68

PONSYPAD SUPERANNUATION FUND

Distribution Reconciliation Report

For The Period 01 July 2020 - 30 June 2021

Date	Non Primary Production Income (A) * ₁				Distributed Capital Gains (B) * ₂				Foreign Income * ₃			Non-Assessable			Taxable Income
	Payment Received	Franked	Unfranked	Interest/ Other	Franking Credits	Discounted (After Discount)	Rate * ₅	CGT Concession	Indexed	Other	Foreign Income	Foreign Credits	Tax Exempt	Tax Free	
TOTAL	1.68										1.68			0.00	1.68

Total Distributed Gains

Discount Rate	Discounted	Gross
Superfund 1/3	0.00	0.00
Individual 50%(I)	0.00	0.00
Total	0.00	0.00

*₁ Summary of Non Primary Production Income (A)

Tax Label	Franked	Unfranked	Interest/Other	Less Other Deduction	Income Before Credits * ₇	Franking Credits	Total Including Credits
11M Gross trust distributions					0.00		0.00

*₂ Forms part of the Net Capital Gains calculation for Tax Label 11A.*₃ Forms part of the Foreign Credits calculation for Tax Label 11D, D1, 13C1.*₄ Taxable Income is designed to match Tax Statement provided by Fund Manager.

Taxable Income in the SMSF Annual Return will be different due to application of Capital Losses in Net Capital Gain calculation and application of different discount method.

*₅ This is the discount rate selected for the transaction. "S" being Super Funds at 1/3 and "I" being Individual at 50%.*₆ AMIT cost base net increase is reflected as negative amount i.e. negative tax deferred and AMIT cost base net decrease is reflected as positive amount i.e. positive tax deferred.*₇ Sum of Income Before Credits reconciles with Taxable Trust Distributions in Statement of Taxable Income.

^ Variance between Payment Received and Net Cash Distribution.

PONSYPAD SUPERANNUATION FUND

Dividend Reconciliation Report

For The Period 01 July 2020 - 30 June 2021

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
Shares in Listed Companies (Australian)										
FMG.AX Fortescue Metals Group Ltd										
21/12/2020	5,000.00	0.00	5,000.00	2,142.86						
28/04/2021	7,350.00	0.00	7,350.00	3,150.00						
	12,350.00	0.00	12,350.00	5,292.86						
VRT.AX Virtus Health Limited										
30/11/2020	90.00	0.00	90.00	38.57						
15/04/2021	90.00	0.00	90.00	38.57						
	180.00	0.00	180.00	77.14						
	12,530.00	0.00	12,530.00	5,370.00						

PONSYPAD SUPERANNUATION FUND

Dividend Reconciliation Report

For The Period 01 July 2020 - 30 June 2021

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	12,530.00	0.00	12,530.00	5,370.00						

Tax Return Reconciliation

	Totals	Tax Return Label
Unfranked	0.00	J
Franked Dividends	12,530.00	K
Franking Credits	5,370.00	L

PONSYPAD SUPERANNUATION FUND
Interest Reconciliation Report

For The Period 01 July 2020 - 30 June 2021

Date	Payment Amount	Gross Interest	TFN Withheld	Foreign Income	Foreign Credits
Bank Accounts					
AMP1162 AMP Business Account #1162					
01/07/2020	65.06	65.06			
01/08/2020	43.40	43.40			
01/09/2020	40.27	40.27			
01/10/2020	38.99	38.99			
01/11/2020	40.32	40.32			
01/12/2020	34.76	34.76			
01/01/2021	30.04	30.04			
01/02/2021	30.06	30.06			
01/03/2021	26.01	26.01			
01/04/2021	27.33	27.33			
01/05/2021	26.46	26.46			
01/06/2021	27.36	27.36			
	430.06	430.06			
	430.06	430.06			
TOTAL	430.06	430.06			

F1

Tax Return Reconciliation

	Totals	Tax Return Label
Gross Interest	430.06	11C

PONSYPAD SUPERANNUATION FUND
Market Movement Report

As at 30 June 2021

Investment	Date	Description	Unrealised				Realised			Total
			Units	Accounting Cost Movement	Market Movement	Depreciation	Balance	Consideration	Accounting Cost Base	
100MACPRE - \$100 MacFarlane/Evans First Prefix Unc										
	01/07/2020	Opening Balance	1.00	0.00	0.00	0.00	285.00	0.00	0.00	0.00
	30/06/2021		1.00	0.00	0.00	0.00	285.00	0.00	0.00	0.00
10ARMIT - £10 Armitage/MacFarlane R59 Unc										
	01/07/2020	Opening Balance	2.00	0.00	0.00	0.00	15,000.00	0.00	0.00	0.00
	30/06/2021		2.00	0.00	0.00	0.00	15,000.00	0.00	0.00	0.00
10COOM28 - 10/- Coombs/Wilson R17 Consec Run of 28 Unc										
	01/07/2020	Opening Balance	1.00	0.00	0.00	0.00	11,750.00	0.00	0.00	0.00
	30/06/2021		1.00	0.00	0.00	0.00	11,750.00	0.00	0.00	0.00
10COOMR15 - 10/- Coombs/Wilson R15 Unc										
	01/07/2020	Opening Balance	2.00	0.00	0.00	0.00	2,000.00	0.00	0.00	0.00
	30/06/2021		2.00	0.00	0.00	0.00	2,000.00	0.00	0.00	0.00
10COOMR17 - 10/- Coombs/Wilson R17 Unc										
	01/07/2020	Opening Balance	1.00	0.00	0.00	0.00	425.00	0.00	0.00	0.00
	30/06/2021		1.00	0.00	0.00	0.00	425.00	0.00	0.00	0.00
10FRASER - \$10 Fraser/Cole MRR Trio No Plate Unc										
	01/07/2020	Opening Balance	1.00	0.00	0.00	0.00	350.00	0.00	0.00	0.00
	30/06/2021		1.00	0.00	0.00	0.00	350.00	0.00	0.00	0.00
10MACSOL - \$10 MacFarlane/Henry Solid Serial (5) Unc										
	01/07/2020	Opening Balance	1.00	0.00	0.00	0.00	395.00	0.00	0.00	0.00
	30/06/2021		1.00	0.00	0.00	0.00	395.00	0.00	0.00	0.00
1911THREE - 1911 Threepence Gem Unc										
	01/07/2020	Opening Balance	1.00	0.00	0.00	0.00	2,500.00	0.00	0.00	0.00
	30/06/2021		1.00	0.00	0.00	0.00	2,500.00	0.00	0.00	0.00

PONSYPAD SUPERANNUATION FUND
Market Movement Report

As at 30 June 2021

Investment	Date	Description	Unrealised				Realised			Total
			Units	Accounting Cost Movement	Market Movement	Depreciation	Balance	Consideration	Accounting Cost Base	
1919HALF - 1919 Halfpenny PCGS MS65RD										
	01/07/2020	Opening Balance	1.00	0.00	0.00	0.00	1,500.00	0.00	0.00	0.00
	30/06/2021		1.00	0.00	0.00	0.00	1,500.00	0.00	0.00	0.00
1939FLO - 1939 Florin PCGS MS63										
	01/07/2020	Opening Balance	1.00	0.00	0.00	0.00	3,000.00	0.00	0.00	0.00
	30/06/2021		1.00	0.00	0.00	0.00	3,000.00	0.00	0.00	0.00
1956PEN - 1956Y. Penny Proof										
	01/07/2020	Opening Balance	1.00	0.00	0.00	0.00	10,000.00	0.00	0.00	0.00
	30/06/2021		1.00	0.00	0.00	0.00	10,000.00	0.00	0.00	0.00
1COOM7 - £1 Coombs/Wilson Consec Run of 7 Unc										
	01/07/2020	Opening Balance	1.00	0.00	0.00	0.00	2,250.00	0.00	0.00	0.00
	30/06/2021		1.00	0.00	0.00	0.00	2,250.00	0.00	0.00	0.00
1COOMR34 - £1 Coombs/Wilson R34 Unc										
	01/07/2020	Opening Balance	1.00	0.00	0.00	0.00	350.00	0.00	0.00	0.00
	30/06/2021		1.00	0.00	0.00	0.00	350.00	0.00	0.00	0.00
1COOMR50 - £5 Coombs/Wilson R50 aUnc										
	01/07/2020	Opening Balance	1.00	0.00	0.00	0.00	500.00	0.00	0.00	0.00
	30/06/2021		1.00	0.00	0.00	0.00	500.00	0.00	0.00	0.00
1COOMRAN - \$1 Coombs/Randall Unc										
	01/07/2020	Opening Balance	2.00	0.00	0.00	0.00	2,000.00	0.00	0.00	0.00
	30/06/2021		2.00	0.00	0.00	0.00	2,000.00	0.00	0.00	0.00
1COOMSTAR - \$1 Coombs Wilson Star Note aUnc										
	01/07/2020	Opening Balance	1.00	0.00	0.00	0.00	2,500.00	0.00	0.00	0.00
	30/06/2021		1.00	0.00	0.00	0.00	2,500.00	0.00	0.00	0.00

PONSYPAD SUPERANNUATION FUND
Market Movement Report

As at 30 June 2021

Investment	Date	Description	Unrealised				Realised			Total
			Units	Accounting Cost Movement	Market Movement	Depreciation	Balance	Consideration	Accounting Cost Base	
20COOM10 - \$20 Coombs/Wilson Consec Run of 10 Unc										
	01/07/2020	Opening Balance	5.00	0.00	0.00	0.00	5,750.00	0.00	0.00	0.00
	30/06/2021		5.00	0.00	0.00	0.00	5,750.00	0.00	0.00	0.00
20COOMPRES - \$20 Coombs/Randall First Prefix Unc Note										
	01/07/2020	Opening Balance	1.00	0.00	0.00	0.00	9,500.00	0.00	0.00	0.00
	30/06/2021	Revaluation	0.00	0.00	(500.00)	0.00	9,000.00	0.00	0.00	0.00
	30/06/2021		1.00	0.00	(500.00)	0.00	9,000.00	0.00	0.00	0.00
20MACF - \$20 MacFarlane/Henry Unc										
	01/07/2020	Opening Balance	10.00	0.00	0.00	0.00	500.00	0.00	0.00	0.00
	30/06/2021		10.00	0.00	0.00	0.00	500.00	0.00	0.00	0.00
20PHILLIPS - \$20 phillips/wheeler r404 one missing serial virtually unc										
	01/07/2020	Opening Balance	1.00	0.00	0.00	0.00	1,100.00	0.00	0.00	0.00
	30/06/2021		1.00	0.00	0.00	0.00	1,100.00	0.00	0.00	0.00
2COOMSTAR - \$2 Coombs/Wilson Star Note Unc										
	01/07/2020	Opening Balance	1.00	0.00	0.00	0.00	3,250.00	0.00	0.00	0.00
	30/06/2021		1.00	0.00	0.00	0.00	3,250.00	0.00	0.00	0.00
2JOHPRES - \$2 Johnston/Fraser Last Prefix Consec Run of 8 Unc										
	01/07/2020	Opening Balance	1.00	0.00	0.00	0.00	600.00	0.00	0.00	0.00
	30/06/2021		1.00	0.00	0.00	0.00	600.00	0.00	0.00	0.00
50FRASER - \$50 Fraser/Evans First & Last Prefix Unc										
	01/07/2020	Opening Balance	1.00	0.00	0.00	0.00	650.00	0.00	0.00	0.00
	30/06/2021		1.00	0.00	0.00	0.00	650.00	0.00	0.00	0.00
50JOHGOTH - \$50 Johnston/Fraser Gothic Unc										
	01/07/2020	Opening Balance	1.00	0.00	0.00	0.00	350.00	0.00	0.00	0.00
	30/06/2021		1.00	0.00	0.00	0.00	350.00	0.00	0.00	0.00

PONSYPAD SUPERANNUATION FUND
Market Movement Report

As at 30 June 2021

Investment	Date	Description	Unrealised				Realised			Total
			Units	Accounting Cost Movement	Market Movement	Depreciation	Balance	Consideration	Accounting Cost Base	
50JOHOCR - \$50 Johnston/Fraser OCR-B Unc										
	01/07/2020	Opening Balance	1.00	0.00	0.00	0.00	550.00	0.00	0.00	0.00
	30/06/2021		1.00	0.00	0.00	0.00	550.00	0.00	0.00	0.00
50MACSOL - \$50 MacFarlane/Henry Solid Serial (1) Unc										
	01/07/2020	Opening Balance	1.00	0.00	0.00	0.00	695.00	0.00	0.00	0.00
	30/06/2021		1.00	0.00	0.00	0.00	695.00	0.00	0.00	0.00
5FRASER - \$5 Fraser/Evans Bundle Unc										
	01/07/2020	Opening Balance	1.00	0.00	0.00	0.00	700.00	0.00	0.00	0.00
	30/06/2021		1.00	0.00	0.00	0.00	700.00	0.00	0.00	0.00
5MACPRE - \$5 MacFarlane/Henry Last Prefix KCO5 Bundle Unc										
	01/07/2020	Opening Balance	3.00	0.00	0.00	0.00	12,000.00	0.00	0.00	0.00
	30/06/2021	Revaluation	0.00	0.00	3,000.00	0.00	15,000.00	0.00	0.00	0.00
	30/06/2021		3.00	0.00	3,000.00	0.00	15,000.00	0.00	0.00	0.00
5MACSOL - \$5 MacFarlane/Henry Solid Serial (1) and (2) Pair Unc										
	01/07/2020	Opening Balance	1.00	0.00	0.00	0.00	1,000.00	0.00	0.00	0.00
	30/06/2021		1.00	0.00	0.00	0.00	1,000.00	0.00	0.00	0.00
5SYDNEY - 5/- Sydney Harbour Bridge Stamp MUH										
	01/07/2020	Opening Balance	1.00	0.00	0.00	0.00	1,350.00	0.00	0.00	0.00
	30/06/2021	Revaluation	0.00	0.00	(100.00)	0.00	1,250.00	0.00	0.00	0.00
	30/06/2021		1.00	0.00	(100.00)	0.00	1,250.00	0.00	0.00	0.00
ALX.AX - Atlas Arteria Stapled										
	01/07/2020	Opening Balance	7.00	0.00	0.00	0.00	46.34	0.00	0.00	0.00
	30/06/2021	Revaluation	0.00	0.00	(1.75)	0.00	44.59	0.00	0.00	0.00
	30/06/2021		7.00	0.00	(1.75)	0.00	44.59	0.00	0.00	0.00
AMP.AX - AMP Limited										
	06/05/2021	Purchase	4,000.00	4,517.99	0.00	0.00	4,517.99	0.00	0.00	0.00
	30/06/2021	Revaluation	0.00	0.00	(17.99)	0.00	4,500.00	0.00	0.00	0.00
	30/06/2021		4,000.00	4,517.99	(17.99)	0.00	4,500.00	0.00	0.00	0.00

PONSYPAD SUPERANNUATION FUND
Market Movement Report

As at 30 June 2021

Investment	Date	Description	Unrealised				Realised			Total
			Units	Accounting Cost Movement	Market Movement	Depreciation	Balance	Consideration	Accounting Cost Base	
ASN.AX - Anson Resources Limited										
	02/02/2021	Purchase	50,000.00	5,017.99	0.00	0.00	5,017.99	0.00	0.00	0.00
	30/06/2021	Revaluation	0.00	0.00	(1,867.99)	0.00	3,150.00	0.00	0.00	0.00
	30/06/2021		50,000.00	5,017.99	(1,867.99)	0.00	3,150.00	0.00	0.00	0.00
Beverages - International Beverages Holdings Pty Ltd										
	01/07/2020	Opening Balance	200.00	0.00	0.00	0.00	50,000.00	0.00	0.00	0.00
	30/06/2021		200.00	0.00	0.00	0.00	50,000.00	0.00	0.00	0.00
FIRSTPRE - \$1 - \$100 First prefix collection UNC										
	01/07/2020	Opening Balance	1.00	0.00	0.00	0.00	8,000.00	0.00	0.00	0.00
	30/06/2021		1.00	0.00	0.00	0.00	8,000.00	0.00	0.00	0.00
FMG.AX - Fortescue Metals Group Ltd										
	01/07/2020	Opening Balance	5,000.00	0.00	0.00	0.00	69,250.00	0.00	0.00	0.00
	30/06/2021	Revaluation	0.00	0.00	47,450.00	0.00	116,700.00	0.00	0.00	0.00
	30/06/2021		5,000.00	0.00	47,450.00	0.00	116,700.00	0.00	0.00	0.00
NEN.AX - Neon Capital Ltd										
	01/07/2020	Opening Balance	556.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	18/06/2021	Disposal	(556.00)	(1,778.71)	0.00	0.00	(1,778.71)	0.00	1,778.71	(1,778.71)
	18/06/2021	Revaluation	0.00	0.00	0.00	0.00	(1,778.71)	0.00	0.00	0.00
	18/06/2021	Writeback	0.00	0.00	1,778.71	0.00	0.00	0.00	0.00	0.00
	30/06/2021		0.00	(1,778.71)	1,778.71	0.00	0.00	0.00	1,778.71	(1,778.71)
QFX.AX - Quickflix Limited										
	01/07/2020	Opening Balance	50,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	30/06/2021		50,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SILVERBARS - 1 Kilogram Silver Bars										
	01/07/2020	Opening Balance	15.00	0.00	0.00	0.00	16,879.00	0.00	0.00	0.00
	30/06/2021	Revaluation	0.00	0.00	(5,604.00)	0.00	11,275.00	0.00	0.00	0.00
	30/06/2021		15.00	0.00	(5,604.00)	0.00	11,275.00	0.00	0.00	0.00

PONSYPAD SUPERANNUATION FUND
Market Movement Report

As at 30 June 2021

Investment	Date	Description	Unrealised				Realised			Total
			Units	Accounting Cost Movement	Market Movement	Depreciation	Balance	Consideration	Accounting Cost Base	
SKC.AX - Skycity Entertainment Group Limited										
	01/07/2020	Opening Balance	1,100.00	0.00	0.00	0.00	2,453.00	0.00	0.00	0.00
	30/06/2021	Revaluation	0.00	0.00	1,122.00	0.00	3,575.00	0.00	0.00	0.00
	30/06/2021		1,100.00	0.00	1,122.00	0.00	3,575.00	0.00	0.00	0.00
SPA1700 - Spanish American 1792-1799 Charles iv 8 reales ef-aunc										
	01/07/2020	Opening Balance	1.00	0.00	0.00	0.00	330.00	0.00	0.00	0.00
	30/06/2021		1.00	0.00	0.00	0.00	330.00	0.00	0.00	0.00
SPA1800 - Spanish American 1800-1808 Charles iv 8 reales ef-aunc										
	01/07/2020	Opening Balance	1.00	0.00	0.00	0.00	299.00	0.00	0.00	0.00
	01/07/2020	Share Split	1.00	0.00	0.00	0.00	299.00	0.00	0.00	0.00
	30/06/2021		2.00	0.00	0.00	0.00	299.00	0.00	0.00	0.00
VRT.AX - Virtus Health Limited										
	01/07/2020	Opening Balance	750.00	0.00	0.00	0.00	2,122.50	0.00	0.00	0.00
	30/06/2021	Revaluation	0.00	0.00	2,827.50	0.00	4,950.00	0.00	0.00	0.00
	30/06/2021		750.00	0.00	2,827.50	0.00	4,950.00	0.00	0.00	0.00
Z1P.AX - Zip Co Limited.										
	02/02/2021	Purchase	400.00	5,071.95	0.00	0.00	5,071.95	0.00	0.00	0.00
	30/06/2021	Revaluation	0.00	0.00	(2,043.95)	0.00	3,028.00	0.00	0.00	0.00
	30/06/2021		400.00	5,071.95	(2,043.95)	0.00	3,028.00	0.00	0.00	0.00
Total Market Movement					46,042.53				B30 (1,778.71)	44,263.82

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F. SOURCE DOCUMENTS

Transaction history - Ponsypad Services Pty Ltd ATF Ponsypad Superannuation Fund - 118921162

Date range 01/07/2020 to 30/06/2021

Transaction report All

Date	Description	Amount	Balance	Receipt number
01/07/2020	Credit Interest to 30/06/2020	65.06	59,218.53	T215216858
01/08/2020	Credit Interest to 31/07/2020	43.40	59,261.93	T217079546
01/09/2020	Credit Interest to 31/08/2020	40.27	59,302.20	T218846962
01/10/2020	Credit Interest to 30/09/2020	38.99	59,341.19	T220688023
01/11/2020	Credit Interest to 31/10/2020	40.32	59,381.51	T222570705
24/11/2020	Internet banking internal transfer 939200 281108688 - Transfer	(5,000.00)	54,381.51	T224035018
01/12/2020	Credit Interest to 30/11/2020	34.76	54,416.27	T224473217
01/01/2021	Credit Interest to 31/12/2020	30.04	54,446.31	T226495360
01/02/2021	Credit Interest to 31/01/2021	30.06	54,476.37	T228309215
16/02/2021	Internet banking internal transfer 939200 281108688 - Netwealth	(5,000.00)	49,476.37	T229324309
01/03/2021	Credit Interest to 28/02/2021	26.01	49,502.38	T230049926
01/04/2021	Credit Interest to 31/03/2021	27.33	49,529.71	T232097026
01/05/2021	Credit Interest to 30/04/2021	26.46	49,556.17	T234031657
01/06/2021	Credit Interest to 31/05/2021	27.36	49,583.53	T236004247
21/06/2021	Direct Entry Credit Item Ref: ATO006000014721715 ATO	347.97	49,931.50	T237288699
28/06/2021	Direct Entry Credit Item Ref: NL Super Transfer CHANGE NAME PTY	25,000.00	74,931.50	T237780010

Transaction history - Ponsypad Services Pty Ltd ATF Ponsypad Superannuation Fund - 281108688

Date range 01/07/2020 to 30/06/2021

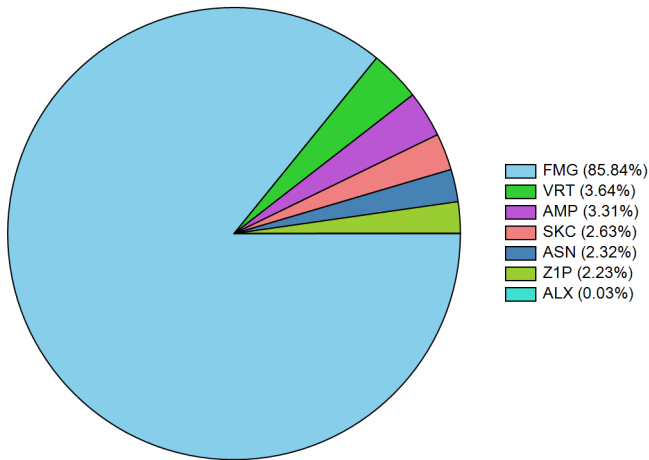
Transaction report All

Date	Description	Amount	Balance	Receipt number
23/07/2020	Direct Entry Debit Item Ref: 12462962 26/07/20 AIA AUSTRALIA .	(\$500.38)	3,835.57	T216617108
25/08/2020	Direct Entry Debit Item Ref: 12462962 26/08/20 AIA AUSTRALIA .	(\$598.44)	3,237.13	T218515389
07/09/2020	Internet banking bill payment 0000075556 AUSTRALIAN TAXATION OFFICE 001593941590398860 - 001593941590398860	(\$1,147.00)	2,090.13	T219299149
15/09/2020	Internet banking bill payment 0000017301 AUSTRALIAN SECURITIES & INVESTMENTS COMMISSION 2291153415016 - ASIC Fees	(\$273.00)	1,817.13	T219749640
23/09/2020	Direct Entry Debit Item Ref: 12462962 26/09/20 AIA AUSTRALIA .	(\$598.44)	1,218.69	T220257220
06/10/2020	Dividend Ref: OCT20/00810916 ATLAS ARTERIA (For value on 5/10/2020)	\$0.77	1,219.46	T221007864
26/10/2020	Direct Entry Debit Item Ref: 12462962 26/10/20 AIA AUSTRALIA .	(\$598.44)	621.02	T222248332
24/11/2020	Direct Entry Debit Item Ref: 12462962 26/11/20 AIA AUSTRALIA .	(\$598.44)	4,566.58	T224072268
24/11/2020	Internet banking bill payment 0000075556 AUSTRALIAN TAXATION OFFICE 001593941590398860 - 1593941590398860	(\$456.00)	5,165.02	T224035093
24/11/2020	Internet banking internal transfer - Transfer	\$5,000.00	5,621.02	T224035019
30/11/2020	Dividend Ref: 001253028585 VRT ITM DIV	\$90.00	4,656.58	T224428468
21/12/2020	Deposit Cheque	\$5,000.00	9,656.58	T225875429
23/12/2020	Direct Entry Debit Item Ref: 12462962 26/12/20 AIA AUSTRALIA .	(\$598.44)	9,058.14	T226034320
25/01/2021	Direct Entry Debit Item Ref: 12462962 26/01/21 AIA AUSTRALIA .	(\$598.44)	8,459.70	T227982668
02/02/2021	Internet banking bill payment 0000016303 AUSTRALIAN INVESTMENT EXCHANGE LIMITED 16988552 - Netwealth Shares	(\$5,500.00)	2,959.70	T228478686
16/02/2021	Internet banking bill payment 0000016303 AUSTRALIAN INVESTMENT EXCHANGE LIMITED 16988552 - Netwealth	(\$5,000.00)	2,959.70	T229324335
16/02/2021	Internet banking internal transfer - Netwealth	\$5,000.00	7,959.70	T229324310
23/02/2021	Direct Entry Debit Item Ref: 12462962 26/02/21 AIA AUSTRALIA .	(\$598.44)	2,361.26	T229770231
19/03/2021	Direct Entry Credit Item Ref: 3056244 AUSIEX TRUST	\$410.06	2,771.32	T231362634
22/03/2021	Internet banking external transfer 013035 281156369 - 151CSS47937	(\$902.00)	1,869.32	T231512574
23/03/2021	Direct Entry Debit Item Ref: 12462962 26/03/21 AIA AUSTRALIA .	(\$598.44)	1,270.88	T231585269
09/04/2021	Dividend Ref: APR21/00810730 ATLAS ARTERIA	\$0.91	1,271.79	T232686424
15/04/2021	Dividend Ref: 001259660378 VRT ITM DIV	\$90.00	1,361.79	T233028186
19/04/2021	Internet banking scheduled bill payment 0000075556 AUSTRALIAN TAXATION OFFICE 001593941590398860 - ATO Tax	(\$456.00)	905.79	T233256963
23/04/2021	Direct Entry Debit Item Ref: 12462962 26/04/21 AIA AUSTRALIA .	(\$598.44)	307.35	T233577725
28/04/2021	Deposit Cheque	\$7,350.00	7,657.35	T233859138
06/05/2021	Internet banking bill payment 0000016303 AUSTRALIAN INVESTMENT EXCHANGE LIMITED 16988552 - Netwealth	(\$5,000.00)	2,657.35	T234404096
07/05/2021	Internet banking external transfer 013035 281156369 - 151CSS4871 GV	(\$418.00)	2,239.35	T234489918
25/05/2021	Direct Entry Debit Item Ref: 12462962 26/05/21 AIA AUSTRALIA .	(\$598.44)	1,640.91	T235615645
08/06/2021	Direct Entry Credit Item Ref: 3151892 AUSIEX TRUST	\$482.01	2,122.92	T236524361
23/06/2021	Direct Entry Debit Item Ref: 12462962 26/06/21 AIA AUSTRALIA .	(\$598.44)	1,524.48	T237496303

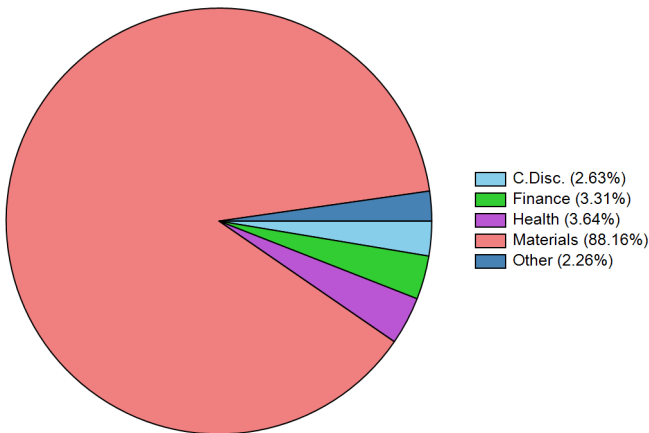
Portfolio Valuation	Account Number	Account Name	Value as at 30 June 2021
Shares	1698855	PONSYPAD SERVICES PTY LTD - <PONSYPAD SUPER FUND A/C>	\$135,947.59
TOTAL PORTFOLIO VALUE			\$135,947.59

Allocation as at 30 June 2021

Shares in your portfolio



Sectors in your portfolio



Estimated Interest & Dividends 2020-2021 Financial Year

Est. Franked Dividends	\$12,530.00
Est. Unfranked Dividends	\$1.68
Est. Franking Credits	\$5,370.00
Est. Interest Received from Interest Rate Securities	\$0.00
TOTAL INCOME	\$12,531.68

Fees & Charges 2020-2021 Financial Year

Total Brokerage (inc. GST)	\$55.93
Total Subscriptions (inc. GST)	\$0.00
Other Fees (inc. GST)	Nil
TOTAL FEES & CHARGES	\$55.93

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SHARES - 1698855 - HIN 39859696

PONSYPAD SERVICES PTY LTD - <PONSYPAD SUPER FUND A/C>

Portfolio	Units	Unit Price	Portfolio Value	% of Portfolio
ALX - ATLAS ARTERIA FPO (FPO STAP US PROHIBITED EXCLUDING QUP)	7	\$6.3700	\$44.59	0.03%
AMP - AMP LIMITED FPO (ORDINARY FULLY PAID)	4,000	\$1.1250	\$4,500.00	3.31%
ASN - ANSON RESOURCES LTD FPO (ORDINARY FULLY PAID)	50,000	\$0.0630	\$3,150.00	2.32%
FMG - FORTESCUE METALS GRP FPO (ORDINARY FULLY PAID)	5,000	\$23.3400	\$116,700.00	85.84%
SKC - SKYCITY ENT GRP LTD FPO NZX (ORDINARY FULLY PAID FOREIGN EXEMPT NZX)	1,100	\$3.2500	\$3,575.00	2.63%
VRT - VIRTUS HEALTH LTD FPO (ORDINARY FULLY PAID)	750	\$6.6000	\$4,950.00	3.64%
Z1P - ZIP CO LTD. FPO (ORDINARY FULLY PAID)	400	\$7.5700	\$3,028.00	2.23%
TOTAL			\$135,947.59	100.00%

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1 JULY 2020 - 30 JUNE 2021

SHARES - 1698855 - HIN 39859696

PONSYPAD SERVICES PTY LTD - <PONSYPAD SUPER FUND A/C>

Total Buys and Sells	2020 - 2021 Financial Year
Total Buys (inc. Brokerage + GST)	\$14,607.93
Total Sells (inc. Brokerage + GST)	\$0.00

AMP - AMP LIMITED FPO (ORDINARY FULLY PAID)

Date	Type	Quantity	Unit Price	Trade Value	Brokerage+GST	GST	CNote	Total Value
21-May-2021	Buy	4,000	\$1.1250	\$4,500.00	\$17.99	\$1.64	35910716	\$4,517.99
Sub Total					\$17.99	\$1.64		\$4,517.99

ASN - ANSON RESOURCES LTD FPO (ORDINARY FULLY PAID)

Date	Type	Quantity	Unit Price	Trade Value	Brokerage+GST	GST	CNote	Total Value
03-Feb-2021	Buy	50,000	\$0.1000	\$5,000.00	\$17.99	\$1.64	34911206	\$5,017.99
Sub Total					\$17.99	\$1.64		\$5,017.99

Z1P - ZIP CO LTD. FPO (ORDINARY FULLY PAID)

Date	Type	Quantity	Unit Price	Trade Value	Brokerage+GST	GST	CNote	Total Value
22-Feb-2021	Buy	400	\$12.6300	\$5,052.00	\$19.95	\$1.81	35127325	\$5,071.95
Sub Total					\$19.95	\$1.81		\$5,071.95

The transaction summary is only able to display information available to us. Transactions regarding corporate actions or stock transfers are not included and can be found on your statements as issued by the company or the share registry. Transactions for Issuer Sponsored holdings are not included in this summary. Links to some of the key share registries can be found below:

Computershare (<http://www.computershare.com/au/Pages/default.aspx>)
 Link Market Services (<https://investorcentre.linkmarketservices.com.au/Login.aspx/Login>)
 Automatic Group Registrars (<https://www.automicgroup.com.au/>)
 Advanced Share Registry Services (<http://www.advancedshare.com.au/Home.aspx>)

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SHARES - 1698855 - HIN 39859696

PONSYPAD SERVICES PTY LTD - <PONSYPAD SUPER FUND A/C>

ESTIMATED DIVIDEND SUMMARY

ALX - ATLAS ARTERIA FPOFORUS (FPO STAP US PROHIBITED EXCLUDING QUP)								
Ex-div date	Payment Date	Type	Dividend per share	Units	Est. Unfranked Amount	Est. Franked Amount	Est. Total Dividend	Est. Franking Credit
30-Mar-2021	09-Apr-2021	Final	\$0.1300	7	\$0.91	\$0.00	\$0.91	\$0.00
25-Sep-2020	05-Oct-2020	Interim	\$0.1100	7	\$0.77	\$0.00	\$0.77	\$0.00
Sub Total					\$1.68	\$0.00	\$1.68	\$0.00

FMG - FORTESCUE METALS GRP FPO (ORDINARY FULLY PAID)								
Ex-div date	Payment Date	Type	Dividend per share	Units	Est. Unfranked Amount	Est. Franked Amount	Est. Total Dividend	Est. Franking Credit
01-Mar-2021	24-Mar-2021	Interim	\$1.4700	5,000	\$0.00	\$7,350.00	\$7,350.00	\$3,150.00
31-Aug-2020	02-Oct-2020	Final	\$1.0000	5,000	\$0.00	\$5,000.00	\$5,000.00	\$2,142.86
Sub Total					\$0.00	\$12,350.00	\$12,350.00	\$5,292.86

VRT - VIRTUS HEALTH LTD FPO (ORDINARY FULLY PAID)								
Ex-div date	Payment Date	Type	Dividend per share	Units	Est. Unfranked Amount	Est. Franked Amount	Est. Total Dividend	Est. Franking Credit
24-Mar-2021	15-Apr-2021	Interim	\$0.1200	750	\$0.00	\$90.00	\$90.00	\$38.57
25-Mar-2020	30-Nov-2020	Interim	\$0.1200	750	\$0.00	\$90.00	\$90.00	\$38.57
Sub Total					\$0.00	\$180.00	\$180.00	\$77.14
TOTAL					\$1.68	\$12,530.00	\$12,531.68	\$5,370.00

ESTIMATED INTEREST RECEIVED

There are no transactions on this account for the given period.

TOTAL	\$0.00
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(1) This is an estimate prepared by AUSIEX based upon units that you hold in accordance with our records. Your actual entitlement will be determined by whether or not a company's share registry shows you as owning shares at the relevant record dates. Amounts that may have been withheld for failing to provide your tax file number to your share registries are not disclosed on this report.

Dividends are estimated by AUSIEX based on the total registered Units held on the Record Date of the dividend. The following fields are estimated in accordance with the calculations outlined below:

(a) Units = Total registered units of security held on the Record Date of the dividend

(b) Est. Unfranked Amount = Units X Dividend per security X Unfranked %

(c) Est. Franked Amount = Units X Dividend per security X Franked %

(d) Est. Franking Credit = (Est. Franked Amount X company tax rate)/(100 - company tax rate)

(e) Est. Total Dividend = Units x Dividend per security

(2) If you have total franking credit amounts greater than \$5,000, in order to be eligible to claim the benefit of the franking credit, you must have held the security for at least 45 consecutive days, not including date of purchase and date of sale. Where the 45 day holding requirement has not been satisfied, the holding period rule (also known as the 45 day rule) may apply to deny the franking credits attached to the dividend received in respect of the particular security. If that situation applies to you please speak to your tax adviser.

Please refer to your dividend statement provided by the Share Registry for any foreign tax credits you may be entitled to and breakdown of any trust distribution you may have received.

For details of the components of your ASX listed trust distributions you will need to refer to the Annual Tax Statement issued by the trust manager.

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GLOSSARY

Units	The number of registered securities that you own.
Unit Price	The Portfolio Valuation 'Unit Price' is calculated using a 'Reference' Price provided by the ASX which takes into account an adjustment to determine value at Close of Market if the Security does not trade in the Closing Single Price Auction on the Valuation Date. The Unit Price in the Transaction Summary is the average price paid for each unit of stock as detailed in your contract note.
Brokerage	The fee or charge that is paid by you when transacting a buy or sell.
Holder Identification Number (HIN)	When you are CHESSE sponsored with a Broker you will be issued a unique number, called a HIN. Multiple holdings can be registered under the single HIN. A HIN starts with the letter X and usually followed by 10 numbers, e.g. X0001234567.
Dividend	A dividend is a payment made to shareholders from the company. This payment is a portion of the company's profits. ASX listed companies typically pay dividends twice a year, usually as an 'interim' dividend and a 'final dividend'. From time to time, a company may also pay a 'special' dividend.
Ex-dividend date	The ex-dividend date occurs two business days before the company's Record Date. To be entitled to a dividend a shareholder must have purchased the shares before the ex-dividend date. If you purchase shares on or after that date, the previous owner of the shares (and not you) is entitled to the dividend.
Interim dividend	A dividend paid during a year representing a return based on the previous six months' financial performance and the outlook for the future.
Final dividend	A dividend paid during a year representing a return based on the previous twelve months' financial performance.
Special dividend	A dividend paid by the company outside typical recurring (interim and final) dividend cycle.
Record date	The record date is the date the share registries use in determining who is entitled to a dividend or entitlement associated with a security. Those who held the security in the company and were on the register on the record date are eligible for the entitlement.
Payment date	The date on which a declared dividend is scheduled to be paid.
Unfranked dividend	Dividends which do not carry a franking credit.
Franked dividend	Franked dividends are paid to security holders out of profits on which the company has already paid tax.
Franking /Imputation Credit	A franking credit is your share of tax paid by a company on the profits from which your dividend are paid. They are also known as Imputation Credits.
Total subscriptions	Total subscriptions can include, but are not limited to: Trading Pro fees, Morningstar research subscription fees and trading alerts.
Other fees	Other fees can include, but are not limited to: Off market transfer fees, conditional trading fees (added as brokerage), rejection fees, early and late settlement fees, fail fees, SRN query, rebooking fees, cheque payment fee or cheque dishonour fees and the printing and posting of contract notes.
Corporate action (CA)	Any action initiated by the company or corporation, for the purpose of giving an entitlement to shareholders.

 **Online:**
www.investorcentre.com/au/contact

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

Enquiries:

(within Australia) 1800 267 108
(international) +61 3 9415 4053

Holder Identification Number (HIN)

X 0039859696

ASX Code	ALX
TFN/ABN Status	Quoted
Record Date	28 September 2020
Payment Date	5 October 2020
Direct Credit Reference No.	810916

000588 000 ALX



PONSYPAD SERVICES PTY LTD
<PONSYPAD SUPER FUND A/C>
PO BOX A2377
SYDNEY SOUTH NSW 1235

Distribution Statement

Dear Securityholder

This payment advice is for your distribution of 11.0 cents per Atlas Arteria ordinary stapled security for the half year ending 30 June 2020.

Distributing Entity	Distribution per Security	Securities Held	Franked Amount	Unfranked Amount	Foreign Source Income	Capital Return	Gross Payment
ATLIX	11.0 cents	7	\$0.00	\$0.00	\$0.77	\$0.00	\$0.77
							Less withholding tax \$0.00
							Net Payment \$0.77
							Franking Credit \$0.00

Taxation Information

Australian resident individual taxpayers should include the distribution in your tax return for the year ending 30 June 2021 in line with the income categorisation in the above table. This statement should be retained as a charge may be levied for a replacement. No additional tax summary will be provided.

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

Your Payment Instruction

AMP BANK LIMITED
BSB: 939-200 Account Number: 281108688

Amount Deposited

\$0.77



Online: www.investorcentre.com/au/contact

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

Enquiries:

(within Australia) 1800 267 108 (international) +61 3 9415 4053

Holder Identification Number (HIN)

X 0039859696

ASX Code ALX TFN/ABN Status Quoted Record Date 31 March 2021 Payment Date 9 April 2021 Direct Credit Reference No. 810730

000622 000 ALX



PONSYPAD SERVICES PTY LTD <PONSYPAD SUPER FUND A/C> PO BOX A2377 SYDNEY SOUTH NSW 1235

Distribution Statement

Dear Securityholder

This payment advice is for your distribution of 13.0 cents per Atlas Arteria ordinary stapled security for the half year ending 31 December 2020.

Table with 8 columns: Distributing Entity, Distribution per Security, Securities Held, Franked Amount, Unfranked Amount, Foreign Source Income, Capital Return, Gross Payment. Includes rows for ATLIX, Less withholding tax, Net Payment, and Franking Credit.

Taxation Information

Australian resident individual taxpayers should include the distribution in your tax return for the year ending 30 June 2021 in line with the income categorisation in the above table. This statement should be retained as a charge may be levied for a replacement. No additional tax summary will be provided.

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

Your Payment Instruction

AMP BANK LIMITED BSB: 939-200 Account Number: 281108688

Amount Deposited \$0.91

Date: 18/07/2022

Nick Latham
PO BOX A2377
SYDNEY SOUTH
NSW 1235
AUSTRALIA

Dear Sir/Madam,

Thank you for your enquiry and below is the account balance(s) of your portfolio as of close of business on: 30/06/2021

**ATLAS ARTERIA
ALX STAPLED UNITS**

Name	Share Type	Register	Quantity
PONSYPAD SERVICES PTY LTD <PONSYPAD SUPER FUND> X*****9696	CHESS Sponsored	NSW	7
Total			7

Sincerely,
Computershare

Only Computershare managed holdings are listed.



Balance History

Currency Australian Dollar

◀ View: FMG, X*****9696 (PONSYPAD SERVICES PTY LTD <PONSYPAD SUPER FUND A/C>)

Balance as at date (dd/mm/yyyy) 30/06/2021

Displaying Balance History as at **30 Jun 2021**

HIN/SRN EMP ID	Security Code	Closing Price (AUD)	Total Balance	Tradeable Balance	Total Value (AUD)
X*****9696	FMG	23.34	5,000	5,000	116,700.00

Viewing 1 - 1 of 1

Total Value: \$ 116,700.00

Ask us now



Balance History

Currency Australian Dollar

View: VRT, X*****9696 (PONSYPAD SERVICES PTY LTD <PONSYPAD SUPER FUND A/C>)

Balance as at date (dd/mm/yyyy) 30/06/2021

Displaying Balance History as at **30 Jun 2021**

HIN/SRN EMP ID	Security Code	Closing Price (AUD)	Total Balance	Tradeable Balance	Total Value (AUD)
X*****9696	VRT	6.60	750	750	4,950.00

Viewing 1 - 1 of 1

Total Value: \$ 4,950.00

Ask us now

QUICKFLIX LIMITED

delisted from the close of trading on Tuesday, 14 February 2017, pursuant to Listing rule 17.11.	14/02/2017
we understand shares in Quickflix were deemed to be worthless and were all transferred to Karma Media Holdings LLC for nil consideration upon payment by Karma of \$400k in accordance with the Deed of Company Arrangement	14/02/2017
The administrators lodged an application with the ASX to have the company removed from the ASX official list in accordance with Chapter 17.11 of the ASX Listing Rules.	18/01/2017
On 21 December 2016, Karma Media Holdings paid the final installment of \$400k to the Deed Administrators. The DOCA has consequently been fully effectuated.	22/12/2016
ASIC has today executed the formal instrument of relief exempting the Deed Administrators and Karma Media Holdings from the requirements of Section 606 of the Corporations Act.	16/12/2016
The company provides the Outcome of the s444GA Application. The court made orders that the Deed Administrators are granted leave to transfer all of the existing shares of the company to Karma. We advise that on 12 December 2016 we received a notice from ASIC advising that in principle it will grant the relief sought by the Deed Administrators. ASIC advised that its decision does not take effect until a formal instrument of relief is executed and that ASIC would execute that instrument if, and only if, the Court grants leave to transfer all of the existing shares of the Company to Karma.	13/12/2016
The following extensions of time have been made to the orders of Masters Sanderson: the time for a person to apply to be joined as a defendant to this proceeding has been extended to 2 December 2016; the time for the second plaintiffs to file an affidavit and any submissions in accordance with Order 7 has been extended to 9 December 2016; the application referred to in order 8 has now been listed on 13 December 2016.	28/11/2016
The deed administrators have filed a request to the court to extend the deadline by which interested parties have to file any defence to the application by one week from Friday, 25 November 2016 to Friday, 2 December 2016. The Deed Administrators have sought to defer the Court hearing by one (1) week from Tuesday, 6 December 2016 to Tuesday, 13 December 2016 at 9.15am (AWST).	18/11/2016
The company releases an Independent Expert Report.	18/11/2016
The company provides answers to shareholder FAQ.	07/11/2016
As previously advised, on Friday, 28 October 2016 the Deed Administrators submitted an application to the Supreme Court of Western Australia seeking leave for the Deed Administrators to transfer all of the existing shares of the Company to Karma. The Court today made an order, amongst other things, that a notice of the application be released on the Company's Announcement Platform on the ASX on or before 4 November 2016. Notice of the application follows in compliance with the order.	04/11/2016
On Friday, 28 October 2016, the Deed Administrators submitted an application to the Supreme Court of Western Australia seeking leave for the Deed Administrators to transfer all of the existing shares of the company to Karma.	31/10/2016
As announced to the Australian Securities Exchange (ASX) on 10 October 2016, the Deed Administrators applied to the Australian Securities and Investments Commission (ASIC) to defer the reporting obligations of the Company for a further period of six months, being to 26 April 2017. ASIC have today made an Order approving the application sought by the Deed Administrators.	26/10/2016
The Deed Administrators have submitted an application to ASIC seeking relief from the operation of section 606 of the Corporations Act 2001 in order to enable the Deed Administrators to transfer, and Karma to acquire, all the shares in Quickflix Ltd.	20/10/2016
Given the estimated timeframe for completion of the Deed of Company Arrangement executed between the Company, the Administrators and Karma Media Holdings LLC and the cost associated with complying with the Company's outstanding financial reporting obligations, on 7 October 2016 the Administrators applied to ASIC to defer the reporting obligations of the Company for a further period of six months, being to 26 April 2017.	10/10/2016
At the meeting of creditors of the company held on 4 October 2016, creditors unanimously voted in favour of the company executing a DOCA. On 6 October 2016, the company, the administrators and Karma executed the DOCA in line with the DOCA proposal put to creditors at the meeting. A copy of the DOCA was lodged with the ASIC today.	07/10/2016
At the meeting of creditors of the company held today, creditors unanimously voted in favour of the company executing a DOCA with Karma Media Holdings.	04/10/2016
The Administrators of the Company have today issued their report to creditors of the Company. A second meeting of creditors of the Company will be held on Tuesday, 4 October 2016 at 11.00am (WST) at the offices of Deloitte Touche Tohmatsu, Tower 2, Brookfield Place, Ground Floor Auditorium, 123 St Georges Terrace, Perth WA 6000.	22/09/2016
The administrators of the company have submitted a notification to ASIC for a deferral of the company's reporting obligations in relation to the company's accounts for the year ended 30 June 2016. The effect of this notice is to give the Administrators of the Company an opportunity to defer the Company's financial reporting obligations for a period of six months from the date of the appointment of the Administrators, being to 26 October 2016.	14/09/2016
Under listing rule 17.6, any entity (if not already suspended) that had not paid its annual listing fees by close of business on Monday 22 August 2016 will have its securities suspended from official quotation before the commencement of trading on Tuesday 23 August 2016. The company has not paid its annual listing fees in respect of the year ending 30 June 2017 but the securities are already suspended from official quotation.	23/08/2016
The company releases a letter to its shareholders. The Court has allowed the Administrators until 21 October 2016 to	19/05/2016

NEON CAPITAL LTD

a loss declaration has been issued and the capital loss can therefore be claimed in the financial year the declaration is issued (this declaration was issued on 18 June 2021)	29/06/2021
David Ashley Norman Hurt of WA Solvency Solutions is appointed liquidator	31/05/2021
delisted from the close of trading on Friday, 24 February 2017 pursuant to Listing rule 17.11.	24/02/2017
we understand the board decided to delist the company because of ASX restrictions on making new investments as a LIC, lack of liquidity accompanied by a disproportionate impact on price and value and listing and associated costs	24/02/2017
The securities of Neon Capital Limited will be suspended from official quotation at the close of trading today, Monday 20 February 2017, at the request of the Company, to facilitate its removal from the official list of ASX Limited.	20/02/2017
The securities of Neon Capital Limited (previously Neon Energy Limited) (the "Company") will be reinstated to official quotation as from the commencement of trading on Friday, 8 April 2016 following the Company's compliance with listing rule 11.1.3 and Chapter 1 and 2 of the ASX Listing Rules. 52,201,221 ordinary shares fully paid	06/04/2016
The company lodges its full year statutory accounts.	31/03/2016
The company issues a supplementary prospectus intended to be read with the prospectus dated 3 February 2016.	01/03/2016
The company lodges its preliminary financial report for the year ended 31 December 2015.	01/03/2016
name changed from Neon Energy Limited	19/02/2016

Your browser may reflect a date of printing in American format.



DOWNIES

F19

Shop 5,

Sydney, NSW 2000

Phone: +61 (0) 2 9299 4131

Fax: +61 (0) 2 9261 4199

Email: sydney@downies.com

Website: www.downies.com

Downie's Coins Pty Ltd ABN 46 097 060 663

21/4/22

Ponsypad Services Pty. Ltd.

Client Number: 820813

Dear Mr Latham,

Re: Coin Valuation

Thank you for your enquiry and listed below is a current valuation of your coin collection quoting replacement costs.

QTY	ITEM	\$
- 1 x	5/- Sydney Harbour Bridge Stamp MUH	1,250.00
- 1 x	1911 Threepence Gem Unc	2,500.00
- 1 x	1919 Halfpenny PCGS MS65RD	1,500.00
- 1 x	1939 Florin PCGS MS63	3,000.00
- 1 x	1956Y. Penny Proof	10,000.00
- 2 x	10/- Coombs/Wilson R15 Unc	2,000.00
- 1 x	10/- Coombs/Wilson R17 Unc	425.00
- 1 x	10/- Coombs/Wilson R17 Consec Run of 28 Unc	11,750.00
- 1 x	£1 Coombs/Wilson Consec Run of 7 Unc	2,250.00
- 1 x	£1 Coombs/Wilson R34 Unc	350.00
- 1 x	£5 Coombs/Wilson R50 aUnc	500.00
- 2 x	£10 Armitage/MacFarlane R59 Unc	15,000.00
- 1 x	\$1 Coombs Wilson Star Note aUnc	2,500.00
- 2 x	\$1 Coombs/Randall Unc	2,000.00
- 1 x	\$2 Coombs/Wilson Star Note Unc	3,250.00
- 1 x	\$2 Johnston/Fraser Last Prefix Consec Run of 8 Unc	600.00
- 1 x	\$5 Fraser/Evans Bundle Unc	700.00
- 1 x	\$5 MacFarlane/Henry Solid Serial (1) and (2) Pair Unc	1,000.00
- 3 x	\$5 MacFarlane/Henry Last Prefix KC05 Bundle Unc	15,000.00
- 1 x	\$10 Fraser/Cole MRR Trio No Plate Unc	350.00
- 1 x	\$10 MacFarlane/Henry Solid Serial (5) Unc	395.00
- 5 x	\$20 Coombs/Wilson Consec Run of 10 Unc	5,750.00
- 1 x	\$20 Coombs/Randall First Prefix Unc Note	9,000.00
- 10 x	\$20 MacFarlane/Henry Unc	500.00
- 1 x	\$50 Johnston/Fraser Gothic Unc	350.00
- 1 x	\$50 Johnston/Fraser OCR-B Unc	550.00
- 1 x	\$50 Fraser/Evans First & Last Prefix Unc	650.00
- 1 x	\$50 MacFarlane/Henry Solid Serial (1) Unc	695.00
- 1 x	\$100 MacFarlane/Evans First Prefix Unc	285.00
- 15 x	1 Kilogram Silver Bars	11,275.00
- 2x	Spanish American 1800-1808 Charles iv 8 reales ef-aunc	299.00
- 1x	Spanish American 1792-1799 Charles iv 8 reales ef-aunc	330.00
- 1x	\$20 phillips/wheeler r404 one missing serial virtually unc	1100.00
- 1x	\$1 - \$100 First prefix collection UNC	8000.00



DOWNIES

F20

Shop 5, T

Sydney, NSW 2000

Phone: +61 (0) 2 9299 4131

Fax: +61 (0) 2 9261 4199

Email: sydney@downies.com

Website: www.downies.com

Downie's Coins Pty Ltd ABN 46 097 060 663

TOTAL REPLACEMENT VALUE

\$115,104

Yours faithfully,

David Jobson
Senior Numismatist

Shareholders' Agreement

International Beverages Holdings Pty Ltd ACN 642 739 393

International Beverages Holdings Pty Ltd ACN 642 739 393 (**Company**)

And

The parties listed in Schedule 1 (**Shareholders**)

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Shareholders' Agreement

Dated 2020

Parties

1. **International Beverages Holdings Pty Ltd ACN 642 739 393** the registered office of which is situated at 2 Bredon Avenue West Pennant Hills NSW 2125 (**Company**).
2. The parties listed in Schedule 1 (**Shareholders**).

BACKGROUND

- A. The Shareholders hold Shares in the Company in their Respective Proportions.
- B. In consideration of the mutual covenants between the parties contained in this Agreement, the parties wish to enter this Agreement in order to set out the rights and obligations of the Shareholders in relation to the Group with effect from the Commencement Date.

AGREEMENT

1. **Definitions and Interpretations**

1.1 **Definitions**

In this Agreement:

Agreement means this agreement as amended or supplemented from time to time.

Annual Business Plan means the business plan for the carrying on of the Business during each Financial Year, and as varied during each Financial Year, consisting of:

- (a) a business plan setting out the proposed strategy, finance arrangements, capital expenditures and activities or other plans for the Group as may be requested by the Board, and the carrying on of the Business during that Financial Year; and
- (b) a budget setting out in detail an estimate of the income to be received and the expenses to be incurred in carrying out the business plan referred to in paragraph (a).

Asset Sale Agreement means the asset sale agreement to be entered into on or about the date of this Agreement between the Company as purchaser and the Vendors as vendors in respect of the Wingman Assets.

Associate has the meaning given to that term in sections 10 to 17 of the Corporations Act.

Board means the board of Directors of the Company or relevant Group company, as the context requires and, where there is a sole Director, means the sole Director.

Brand means the "Wingman" brand.

Business means the business of production and wholesaling of beer products under the Brand (including zero alcohol, low alcohol, mid-strength and standard alcohol content products) and such other businesses as may be acquired or established by the Group from time to time.

Business Day means a day (excluding Saturday or Sunday) on which banks are open for business in Sydney, Australia.

Chair means, where there is more than one (1) Director, the Chair of the Board appointed by the Directors.

Change in Control of a Shareholder means the acquisition by any person, either alone or together with an Associate of:

- (a) a relevant interest (as defined in the Corporations Act) in more than 50% of the issued shares in the Shareholder; or
- (b) where the Shareholder is the trustee of a unit trust, a relevant interest (as defined in the Corporations Act), in more than 50% of the issued units in that trust.

Company's Accountants means such firm as is appointed from time to time by the Board.

Commencement Date means the date of this Agreement.

Completion Date in relation to a Disposal, means the date the Disposal Shares are transferred to the purchaser.

Continuing Shareholder means a Shareholder who continues to own Shares after the Disposal of any Shares by a Shareholder under this Agreement.

Confidential Information means:

- (a) the methods of operation of the Group;
- (b) works, improvements, techniques, templates, technology, inventions, trade secrets, formulae, source code, models, designs, software, circuit layout designs, reports, proposals, strategies, plans and related know-how, financial details and other documentation and information developed or used by the Group and its employees and consultants for the Business;
- (c) the names and contact details of all agents, distributors, customers, suppliers and clients of the Group and details of those parties' arrangements with the Company; and
- (d) this Agreement, any document referred to in this Agreement and any document relating to the Group (each a **Relevant Document**), the negotiations regarding each Relevant Document and the transactions contemplated by each Relevant Document.

Constitution means the constitution of the Company.

Corporations Act means the *Corporations Act 2001* (Cth), as amended from time to time.

Deed of Adherence means a deed substantially in the form of **Annexure A**.

Default Event means, with respect to a Shareholder, any of the following events:

- (a) the Shareholder committing a material breach of:
 - (i) any of the terms or conditions of this Agreement (either by act or omission); or
 - (ii) any warranty made by that Shareholder in this Agreement; or
- (b) an Insolvency Event occurring in respect of the Shareholder; or
- (c) the Shareholder transferring or otherwise disposing of any of their Shares otherwise than in accordance with this Agreement.

Defaulting Shareholder means a Shareholder who commits a Default Event or in respect of whom a Default Event occurs.

Director means a director of the Company or any Group company.

Disposal Share means a Share in the Company the subject of a Disposal.

Disposal means the sale, transfer, assignment, declaration of trust or other disposal of Shares or an interest in or rights attaching to Shares.

Fair Market Value means the fair market value of the Shares, the Company or the Group, as the case may be, determined in accordance with Schedule 4.

Financial Statements means the financial accounts of the Group, comprising a balance sheet and profit and loss statement for the relevant Financial Year.

Financial Year means any twelve (12) month period commencing on 1 July and ending on 30 June of the next year.

Group means the Company and each of its Subsidiaries.

Insolvency Event means, with respect to any person, the happening of any of these events:

- (a) an application is made to a court (which is not dismissed within 14 days of it being made) for an order or an order is made that a body corporate be wound up; or
- (b) an application is made to the court (which is not dismissed within 14 days of it being made) for an order appointing a liquidator or provisional liquidator in respect of the body corporate, or one of them is appointed, whether or not under an order; or
- (c) except to reconstruct or amalgamate while solvent, a body corporate enters into or resolves to enter into a scheme or arrangement, deed of company arrangement or composition with or assignment for the benefit of, or any class of, its creditors, or it proposes a re-organisation, moratorium or other administration involving any of them; or
- (d) a body corporate resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent, or is otherwise wound up or dissolved; or
- (e) a body corporate is or states that it is insolvent; or

- (f) as a result of the operation of section 459F(1) of the Corporations Act, a body corporate is taken to have failed to comply with the statutory demand; or
- (g) a body corporate is or makes a statement from which it may be reasonably deduced that the body corporate is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act; or
- (h) a body corporate takes any step to obtain protection, or is granted protection, from its creditors under any applicable legislation or an administrator, receiver, receiver and manager or liquidator is appointed to a body corporate; or
- (i) a person becomes an insolvent under administration as defined in the section 9 of the Corporations Act or action is taken which could result in that event.

Intellectual Property means all intellectual property (whether registered or unregistered) relating to the Group including:

- (a) the Trade Marks;
- (b) customer lists, pricing schedules and calculations;
- (c) recipes, production methods and processes for any products manufactured or to be manufactured in connection with the Brand.
- (d) any right to have information kept confidential; and
- (e) patents, patent applications, drawings, discoveries, inventions, improvements, trade secrets, technical data, formulae, computer programs, software, object codes, source codes, circuit layout designs, specifications, modifications, network designs, tools, scripts, data bases, know-how, logos, designs, design rights, copyright and similar industrial or intellectual property rights.

Intellectual Property Rights means all rights relating to the use, exploitation and licensing of Intellectual Property conferred by statute, common law or in equity and subsisting anywhere in the world.

Interest Rate means the rate equal to the overdraft rate charged by the Company's bankers from time to time plus 2%.

Outgoing Shareholder means a Shareholder who Disposes of all or part of their Shares and, in relation to a part Disposal of Shares, the Shareholder is an Outgoing Shareholder only in relation to the Shares sold.

Principal means, where a Shareholder is a body corporate, the person identified in Schedule 2, or otherwise a director of any Shareholder nominated in writing by that Shareholder as Principal for the purposes of this Agreement.

Related Body Corporate has the meaning given to that term in the Corporations Act.

Related Party means an individual being a director of or representing the relevant Shareholder, or a company controlled by any Shareholder, whether or not the company acts in the capacity of trustee.

Respective Proportions means the proportions in which each of the Shareholders holds Shares and are to share rights and obligations under this Agreement from time to time, which, as at the Commencement Date are as listed in Schedule 1:

Security means any security interest (including any charge, mortgage, pledge or assignment by way of security) granted to any person.

Share means ordinary shares in the capital of the Company.

Shareholder means, at any particular time, any person or body corporate that holds Shares in the Company at that time.

Simple Majority means, in relation to a resolution of the Directors, a resolution passed by an affirmative vote of more than fifty percent (50%) of the votes cast by Directors entitled to vote on the resolution and who vote on the resolution, (or where there is a sole Director, a resolution passed by the sole Director).

Special Resolution means a resolution passed by an affirmative vote of Shareholders holding in aggregate not less than seventy five percent (75%) of the issued Shares and entitled to vote on the resolution, and which vote on the resolution.

Subsidiary means any subsidiary of the Company (as that term is defined in the Corporations Act) from time to time.

Third Party means any person other than a Shareholder, Principal, Related Party or Related Body Corporate of a Shareholder.

Trade Marks means all trade marks used by the Group in connection with the Business, whether registered or not.

Transfer Notice means a transfer notice as referred to in Schedule 3 of this Agreement.

Vendor means the vendor under the Asset Sale Agreement:

- (a) Wingman Brands Pty Limited ACN 634 674 712.

Wingman Assets means the Wingman trade marks, recipes including production methods and processes for all beers relating to the Brand, promotional and marketing materials, domain name, Facebook, Instagram and Twitter pages and subscriber/marketing database to be sold by the Vendors to the Company under the Asset Sale Agreement.

Works means all works, designs, materials and other subject matter conceived, created, developed, prepared or produced by, or on behalf of, or at the direction of any member of the Group, whether before or after the Commencement Date, for use in connection with the Business.

1.2 Interpretation

- 1.2.1 Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this Agreement, except where the context makes it clear that a rule is not intended to apply:
- (a) a reference to legislation (including subordinate legislation) includes a reference to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (b) a reference to a document or agreement, or a provision of a document or agreement, is a reference to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (c) a party to this Agreement or to any other document or agreement includes their attorney appointed under an enduring power of attorney, their successors and permitted assigns (for example, legal personal representative in the case of a deceased person) and substitutes by way of assignment or novation;
 - (d) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
- 1.2.2 The singular includes the plural and the plural includes the singular.
- 1.2.3 Any gender includes all other genders.
- 1.2.4 If a word is defined, another part of speech has a corresponding meaning.
- 1.2.5 If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- 1.2.6 A reference to an act includes an omission and a reference to doing an act includes executing a document.
- 1.2.7 References to **\$** and **dollars** are to the lawful currency of Australia.
- 1.2.8 Any reference to a clause, schedule, annexure, exhibit or attachment is a reference to a clause of, or schedule, annexure, exhibit or attachment to, this Agreement.
- 1.2.9 An obligation, representation or warranty in favour of more than one person is for the benefit of them separately and jointly. An agreement, representation, obligation, covenant, undertaking, warranty or indemnity by two or more parties binds and is given by them severally.

2. Commencement

This Agreement takes effect on the Commencement Date and continues until terminated in accordance with this Agreement.

3. Exercise of Powers and Inconsistency

3.1 Use of powers

Each of the parties must:

- 3.1.1 exercise all powers available to them;
 - 3.1.2 do all things;
 - 3.1.3 sign all such documents and instruments, and
- required to give full effect to the provisions of this Agreement.

3.2 Inconsistency

- 3.2.1 This Agreement overrides the provisions of the Constitution if there is any inconsistency.
- 3.2.2 Each Shareholder undertakes with each other Shareholder to:
 - (a) exercise all votes, powers and rights under the Constitution to give effect to the provisions and intentions of this Agreement; and
 - (b) subject to the provisions of this Agreement, observe and comply promptly with the provisions of the Constitution.
- 3.2.3 Where there is an inconsistency between this Agreement and the Constitution, the parties must take all necessary steps to amend any inconsistency in the Constitution and to give full effect to this Agreement.

3.3 Review

The parties agree to review this Agreement within three (3) years from the Commencement Date and consider any changes that may be appropriate given the Business and circumstances of the Group as at such date.

3.4 Objectives

The objectives of the Shareholders in entering into this Agreement are:

- 3.4.1 for the Group to successfully carry on the Business in accordance with this Agreement;
- 3.4.2 to regulate the decision-making procedures of the Group; and
- 3.4.3 to ensure the Business is managed to maximise the value of the Group.

3.5 Commitments

To fulfil the objectives in clause 3.4, each Shareholder agrees, and will ensure their Principal agrees:

- 3.5.1 to co-operate and use its best endeavours to ensure that the Group successfully carries on the Business;

- 3.5.2 not to use Confidential Information in a way which damages or is reasonably likely to damage the Group or any of the other Shareholders;
- 3.5.3 not to delay unreasonably any action, approval, direction, determination or decision required of the Shareholder;
- 3.5.4 to give approvals or make decisions required of the Shareholder in good faith and in the best interests of the Group and in the carrying on of the Business as a commercial venture; and
- 3.5.5 be just and faithful in the Shareholder's activities and dealings with the Group, the Business and the other Shareholders.

3.6 **Procuring Directors and employees to act**

Each Shareholder must do all on its part necessary and possible to ensure that all the Directors appointed by it and all other employees of or consultants to the Group conduct themselves in manner which is wholly consistent with the objectives and commitments set out in clauses 3.4 and 3.5.

3.7 **Management of the Business**

- 3.7.1 The Board will set the strategic direction for the Business with the Annual Business Plan.
- 3.7.2 The Company must ensure that:
 - (a) all Group assets are kept in good working order and condition; and
 - (b) all prudent insurance is taken out and maintained in respect of the Group's assets and business operations.
- 3.7.3 The Board may establish such committees as are considered appropriate from time to time.

4. **Mutual Covenants**

4.1 **Understanding**

Each of the Shareholders agrees:

- 4.1.1 to be just and faithful in all transactions relating to the Group; and
- 4.1.2 immediately on receipt of any moneys belonging to the Group, to pay those moneys to the relevant Group company.

4.2 **Prohibitions**

No Shareholder may, without prior written consent of the Directors:

- 4.2.1 assign, draw, accept or endorse any negotiable instrument (such as cheques) on account of the Group;

- 4.2.2 compound, release or discharge any debt which is due or owing to the Group without paying the full amount of the debt;
- 4.2.3 incur any liability on behalf of the Group;
- 4.2.4 grant any Security over their Shares; or
- 4.2.5 use any of the property of the Group other than in the ordinary course of business.

5. Board of Directors

5.1 Authority of the Board

The parties must not act otherwise than in accordance with the decisions made from time to time by the Board. The Board may by Simple Majority delegate authorities to employees of any member of the Group for day to day operational matters such as bank account authorities.

5.2 Constitution of the Board

- 5.2.1 The Board will comprise a minimum of one (1) person and a maximum of five (5) persons. Each Shareholder holding not less than thirty five percent (35%) of the issued Shares will be entitled to appoint, replace or remove two (2) Directors.
- 5.2.2 The sole Director at the Commencement Date will be Jefferson Hyde.
- 5.2.3 Directors may, but are not obliged to, also hold office as Directors of each Subsidiary.
- 5.2.4 Subject to clause 5.2.1 Shareholders may only be entitled to appoint, remove and replace alternate Directors with the prior written consent of the other Shareholders.
- 5.2.5 The Shareholders may only appoint, remove or substitute a Director or alternate Director for as long as the Shareholder continues to satisfy the share qualification referred to in clause 5.2.1 (**Share Qualification**).
- 5.2.6 If a Shareholder has appointed a Director but ceases to have the right to appoint the Director because they do not satisfy the Share Qualification, then any other Shareholder may require by notice to the Company the removal of that Director and any alternate Director for that Director.
- 5.2.7 A failure by a Shareholder to appoint a Director does not constitute a waiver of the rights of that Shareholder to appoint a Director.
- 5.2.8 Unless the Board otherwise resolves by Simple Majority, executive Directors are not entitled to receive Directors' fees or other remuneration in connection with their role as Director.
- 5.2.9 Directors will be entitled to payment or reimbursement of reasonable expenses incurred by them in connection with the Business or their duties as Directors.

- 5.2.10 On transfer of shares by a Shareholder, unless otherwise agreed by the non-transferring Shareholders, that Shareholder or the Director and any alternate Director representing that Shareholder must resign from office of Director without compensation for loss of office or otherwise.

5.3 Meetings of the Board

- 5.3.1 The provisions of this clause 5.3 will only apply where there is more than one (1) Director.
- 5.3.2 Meetings of the Board must be convened at least six (6) times per year, unless otherwise determined by the Board, and will be held at a location determined by the Board from time to time.
- 5.3.3 Each meeting of the Board must be convened upon at least one (1) weeks' notice in writing given by the Chair by email to each Director specifying the purpose, time and place of the meeting.
- 5.3.4 A meeting may be duly called with less than one (1) weeks' notice if each of the Directors agrees on a shorter period of notice.
- 5.3.5 A quorum for a meeting of the Board is at least three (3) members of the Board. If a quorum is not present, the meeting will be adjourned for seven (7) days and notice in writing will be given by the Chair by email to each Director of the adjourned date, time and place of the meeting. The quorum for the adjourned meeting will be such Directors as are present at the adjourned meeting, in person, by telephone or other electronic means.
- 5.3.6 The Chair will chair each duly convened meeting of the Board if present at the relevant meeting. If the Chair is not present at any duly convened meeting of the Board, then any Director present may chair the relevant meeting.
- 5.3.7 The Chair must ensure that an agenda specifying each of the resolutions to be determined at the next meeting is circulated to each of the Directors not less than three days before the meeting. Shorter notice can be given if the Chair, acting reasonably, determines that the matters to be considered require more urgent attention.
- 5.3.8 The Chair must cause minutes of the meeting at which he or she was Chair, to be kept and, after approval by the Board, to be signed by the Chair present at the meeting.
- 5.3.9 Each Director has one vote at each meeting of the Board and the Chair will not have a casting vote.
- 5.3.10 If a Director is unable to attend a meeting in person, the Director must be given the opportunity to participate in and vote at the meeting by telephone or other electronic means.
- 5.3.11 A circulating resolution may be approved without the need to hold a Board meeting if each Director signs a copy of the resolution.

5.3.12 A Director who has a material personal interest in a matter that is being considered at a meeting of the Board must disclose that interest and not vote on the matter nor be present while the matter is being considered.

5.3.13 Issues relevant to Subsidiaries will be discussed at meetings of the Board. Separate meetings of the Boards of Subsidiaries will not take place unless resolved by Simple Majority by the Board.

5.4 **Matters to be passed by Simple Majority of Directors**

All matters other than resolutions under clause 8 will be passed by Simple Majority.

5.5 **Office bearer's Insurance**

The Group will take out and maintain directors' and office bearers' insurance on terms and with an insurer approved by the Board.

5.6 **Director duties & Remuneration**

5.6.1 Shareholders must ensure that their nominated Directors act in good faith in the best interests of the Group.

5.6.2 A Director appointed by, or at the direction of, a Shareholder may have regard to and represent the interest of the Shareholder and may act on the wishes of that Shareholder, in performing any of their duties or exercising any power, right or discretion as a director in relation to the Group except in any particular case where no honest and reasonable director could have formed the view that, in so doing, the Director was complying with their fiduciary duties including the duty to act in good faith in the best interests of the Group as a whole.

5.6.3 The Board of directors will be remunerated at fair market value for the services to be provided as determined by the board for the period of the directorship. This remuneration will accrue and only be paid to the director(s) at settlement of a trade sale. If the business (International Beverages Holdings Pty Ltd) is sold or listed on the ASX with a value of \$50,000,000 - \$75,000,000 then the directors will be entitled to 1% of the sale or listed value which will be equally divided between the Directors. If the business (International Beverages Holdings Pty Ltd) is sold or listed on the ASX with a value of \$75,000,001 - \$100,000,000 then the Directors will be entitled to 2% of the sale or listed value which will be equally divided between the Directors. If the business (International Beverages Holdings Pty Ltd) is sold or listed on the ASX with a value of between \$100,000,001 - \$150,000,000 then the Directors will be entitled to 3% of the sale or listed value which will be equally divided between the Directors. If the business (International Beverages Holdings Pty Ltd) is sold or listed on the ASX with a value which is greater than \$150,000,000 then the Directors will be entitled to 5% of the sale or listed value which will be equally divided between the Directors.

5.7 Opportunities

5.7.1 Without limiting the provisions of clause 6.6, if any Director becomes aware of an opportunity which might conflict with the Business of any member of the Group or which might be complementary to the Business, the Director will disclose the opportunity to the Board as soon as possible.

5.7.2 In relation to any such opportunity, the Board may:

- (a) seek further information;
- (b) elect to take up the opportunity in the name of the Company or in the name of a member of the Group or a special purpose entity;
- (c) not take up the opportunity and require the Director not to take up the opportunity directly or indirectly; or
- (d) not take up the opportunity and allow the Director to take up the opportunity.

5.7.3 The Director and his or her related entities must comply with any direction from the Board under this clause 5.7.

6. Business Plans and Financial Reporting

6.1 Comply with business plans

The Group must carry on the Business in accordance with the current Annual Business Plan, as amended from time to time.

6.2 Annual Business Plan

The Board must consider and adopt an Annual Business Plan for each Financial Year not later than 2 calendar months before the end of the immediately preceding Financial Year.

6.3 Variation

The current Annual Business Plan may be varied by the Board.

6.4 Management Accounts

The Board must procure that the Company provides to each Director as soon as practicable (and in any event not later than 21 days) after the end of each calendar month, unaudited management accounts which must include a detailed statement of financial performance, statement of financial position and cash flow statement, and such other financial information as the Board may determine from time to time.

6.5 Annual Financial Statements

The Board must procure that the Company provides to the Shareholders within 3 months after the end of each Financial Year, a statement of financial performance and cashflow statement for the immediately preceding Financial Year and a statement of financial position as at the end of that Financial Year.

6.6 Accounts

The Board must ensure that the records and accounting books of the Company are kept in accordance with the Corporations Act and reflect generally accepted Australian accounting principles, procedures and practices consistently applied.

6.7 Shareholder Access

6.7.1 After giving at least 21 Business Days' notice to the Company, each Shareholder (itself or through its accountant, agent or employee and at its own cost) will be entitled to full access during the Company's normal business hours to:

- (a) visit and inspect any property of the Group;
- (b) inspect and take copies of documents relating to the Business and the Group's affairs including its books, accounts and records;
- (c) discuss the Group's affairs, finances and accounts with the Group's officers, employees, accountants and any auditors (including the Company's Accountant);

for reviewing its investment in the Company, preparing its financial records, auditing the Group, evaluating the Group or for any other reasonable purpose associated with the holding of the Shares.

6.7.2 If required by the Board, any person requiring access under this clause must sign a confidentiality agreement in favour of the Company.

6.7.3 Each Shareholder (and its representatives) must use reasonable efforts to minimise any disruption to the Group's operations when exercising its rights under this clause and must not exercise this right more than two (2) times in each calendar year.

7. Intellectual Property Rights

7.1 Ownership of Intellectual Property

7.1.1 The Company and the Shareholders will procure that all Intellectual Property Rights will vest in and remain with the Company.

7.1.2 The parties acknowledge and agree that all Intellectual Property relating to the Business is owned by the Company and the Company has the right to use, exploit and license the Intellectual Property as it sees fit.

7.1.3 The Company will enter into licences with any Group Company in respect of Intellectual Property of the Company as the Board considers necessary for the conduct of the Business.

7.2 Assignment of Intellectual Property

Each Shareholder irrevocably assigns to the Company:

7.2.1 all right, title and interest in and to all rights subsisting, or which may hereafter subsist, in or be conferred on the Works anywhere in the world, including all Intellectual Property Rights and all proprietary rights subsisting, or which may subsist, in any material form of the Works;

7.2.2 all other statutory and common law rights, powers, benefits and rights of action appertaining to the Works; and

7.2.3 the right to claim (and retain) any damages and other remedies (including an account of profits) for past infringement of and wrongful interference with the Works, whether occurring before or after the Commencement Date.

7.3 Moral Rights Consent

Each Shareholder (assignor) as the author of the Works, irrevocably and unconditionally consents, to the maximum extent permitted by law, to the Company:

7.3.1 using, disclosing, reproducing, copying, adapting, publishing, performing, exhibiting, communicating, renting or transmitting any of the Works or any adaptation of any of them (or any part of the Works or of any such adaptation) anywhere in the world:

(a) in whatever form and in whatever circumstances the Company sees fit, including the making of alterations or additions to any of the Works, or mutilating or destroying any of the Works, or any adaptation of any of them (or any part of any of the Works or of any such adaptation); and

(b) without making any identification of the assignor as the author in relation to any of them; and

7.3.2 doing anything or omitting to do anything in relation to any of the Works or any adaptation of them (or any part of any of the Works or of any such adaptation) anywhere in the world that would otherwise infringe the moral rights, or any similar non-assignable, personal rights that the assignor might have.

7.4 Protection of Intellectual Property

The Company will effect such protection of Intellectual Property as may be agreed by the Board.

7.5 Execution of Documents

Each Shareholder must execute and procure execution by their Principal all documents, forms and authorisations as reasonably required by the Company to protect the Company's title to Intellectual Property.

8. Shareholders

8.1 Matters to be passed by Unanimous Resolution of Shareholders

The following matters must not be acted upon except with unanimous approval of Shareholders entitled to vote and which cast a vote:

8.1.1 any proposal for variation of rights of Shareholders or any of them;

8.1.2 the winding up, liquidation or dissolution of any member of the Group.

8.2 Matters to be passed by Special Resolution of Shareholders

The following matters must not be acted upon in respect of any member of the Group except with a Special Resolution of Shareholders entitled to vote and who cast a vote:

- 8.2.1 capital expenditure where such expenditure would exceed any capital expenditure approved in an Annual Business Plan by \$250,000 or more;
- 8.2.2 the entering into of any real property lease or equipment lease having a term exceeding ten (10) years;
- 8.2.3 entering into any contracts other than on arms' length terms;
- 8.2.4 issue or allotment of any Shares, debentures, preference Shares or any other class of equity in the Group or the granting of any option for Shares or equity in the Group;
- 8.2.5 sale or disposal of an asset or a number of assets in one transaction or a series of related transactions with a book value greater than \$250,000;
- 8.2.6 purchase of an asset or a number of assets in one transaction or a series of related transactions with a consideration greater than \$250,000;
- 8.2.7 material change in the nature or scale of the business of the Group;
- 8.2.8 alteration of the constitution of any member of the Group or any name of any member of the Group;
- 8.2.9 sale or disposal of any of the Company's shares in a Subsidiary and acquisition of any new business or amalgamation or merger with any other business (other than in accordance with clause 15);
- 8.2.10 incurring of additional borrowings or financial accommodation in an amount greater than \$250,000;
- 8.2.11 the initial public offering or public listing of the Company on a stock exchange;
- 8.2.12 the employment of a Related Party or any person with a remuneration greater than \$350,000.

8.3 Meetings of Shareholders

- 8.3.1 Each Shareholder will have one vote for each Share held by that Shareholder.
- 8.3.2 A Shareholder may appoint any person as their proxy to exercise any voting rights attaching to Shares held by the Shareholder.
- 8.3.3 A circulating resolution may be approved without the need to hold a meeting of Shareholders if each Shareholder signs a copy of the resolution.

- 8.3.4 Subject to clause 8.3.3, a quorum for a meeting of the Shareholders is a representative of Shareholders holding not less than seventy five percent (75%) in aggregate of the issued Shares, in person or by proxy and despite anything to the contrary in the Constitution.
- 8.3.5 If a quorum in accordance with clause 8.3.4 is not present within one hour from the start of a meeting of Shareholders, the following provisions apply:
- (a) the meeting will be adjourned to the day which is the 5th Business Day after the day on which the original meeting was to be held;
 - (b) the time and place of the adjourned meeting will be the same as for the original meeting;
 - (c) notice of the date, time and place of the adjourned meeting will be sent to all Shareholders; and
 - (d) a quorum for the adjourned meeting is representatives (in person or by proxy) of at least two (2) Shareholders.

9. Fair Market Value

9.1 Fair Market Value

If at any time the Fair Market Value needs to be determined, Fair Market Value will be determined in accordance with the procedures set out in Schedule 4 of this Agreement.

9.2 Costs of Determining Fair Market Value

The cost of determining the Fair Market Value in accordance with this clause will, unless otherwise agreed, be borne by the Company.

10. Funding

10.1 Funding

Funding for the Group may include the following:

- 10.1.1 issue of Shares in accordance with clause 10.2;
- 10.1.2 Shareholder loans by Shareholders in their Respective Proportions unless otherwise agreed and, subject to clause 10.2, on terms approved by the Board, including whether such loans are subject to interest at the Interest Rate;
- 10.1.3 Third Party loans by way of loans or other financial accommodation, overdraft or other borrowings, hire purchase or lease agreements or other funding, in each case to be on arms' length terms.

10.2 Issue of Shares

- 10.2.1 A Shareholder is under no obligation to subscribe for shares under this clause 10.2.

- 10.2.2 If the Shareholders resolve by Special Resolution to issue Shares, the Shares must be offered to all Shareholders as specified in this clause 10.2.
- 10.2.3 The Company must offer each Shareholder the number of Shares on a pro rata basis calculated in accordance with their Respective Proportions at the date of the offer (**Offer**).
- 10.2.4 Each Offer will state the total number of Shares available for subscription, the number and type of Shares being offered to each Shareholder, and the terms of issue of the Shares.
- 10.2.5 Within fifteen (15) Business Days of receiving an Offer, each Shareholder must give the Company notice stating:
- (a) whether it accepts all or a specified number of Shares in the Offer or rejects in full the Offer;
 - (b) if it wants to subscribe for a greater number of Shares than the number in the Offer (**Over-acceptance**) that it offers to subscribe for a specified number of those Shares not subscribed for by other Shareholders under their Offers.
- 10.2.6 If a Shareholder does not give notice to the Company of its acceptance or rejection of the Offer within the period set out in clause 10.2.5, the Shareholder is taken to have rejected the Offer.
- 10.2.7 If a Shareholder accepts all or a specified number of Shares referred to in the Offer, the Shareholder must subscribe for that number of Shares stated in its notice of acceptance of the Offer on the terms set out in the Offer.
- 10.2.8 If any Shares are not taken up under the Offers, the Board may allot, grant options over, or otherwise dispose of those Shares to any Shareholders that have given notice of Over-acceptances under clause 10.2.5(b) (Over-accepting Shareholders) as follows:
- (a) if the Shares offered to be taken up under all Over-acceptances are less than or equal to the number of Shares not taken up under the Offers, then those Shares must be allocated to all Over-accepting Shareholders in their Respective Proportions;
 - (b) if the Shares offered to be taken up under all Over-acceptances exceeds the number of Shares not taken up under the Offers, then the Shares available must be allocated between all Over-accepting Shareholders in their Respective Proportions;
 - (c) this allocation continues until all of the Shares not taken up under the Offers are taken up, or until all Over-acceptances have been satisfied; and
 - (d) the Shareholders must subscribe for that number of Shares allocated to them under this clause 10.2.8 on the terms set out in the Offer.

10.2.9 If any Shares are not taken up under the Offers and allocations to Over-accepting Shareholders, the Board may allot, grant options over, or otherwise dispose of those Shares to any person (including persons already holding Shares), at any time within ninety (90) days after the end of the period referred to in clause 10.2.5 on terms no more favourable than offered to the Shareholders under clause 10.2.4.

10.3 **Repayment of loans to the Group by Shareholders**

10.3.1 Unless the relevant lender agrees, loans by Shareholders to the Group must be repaid together with interest at the Interest Rate, if applicable, before payment of any dividends may be made under clause 12.

10.3.2 All Shareholders will be entitled to repayment of loans made to the Group on a pro rata basis unless otherwise agreed or as provided in this Agreement and provided further that repayment is always subject to the financial position of the Company at the relevant time.

10.3.3 Unless otherwise agreed by the holder, any redeemable preference shares issued to Shareholders should be redeemed before any Shareholder loans are repaid or reduced.

10.3.4 Where Shareholder loans are not made in their Respective Proportions, a Shareholder providing excess funding is entitled to contribute such excess by way of redeemable preference shares at an interest rate as agreed above the Interest Rate agreed in relation to Shareholder loans made in excess of their Respective Proportions.

11. **Guarantees**

11.1 If the Shareholders or Directors representing Shareholders are required to provide any guarantee or security to a Third Party financier for the obligations of the Company (**Security**), such Security must, unless otherwise agreed, be provided severally in proportion to each Shareholder's shareholding in the Company.

11.2 To the extent that several guarantees are not acceptable to a Third Party financier, each Shareholder cross-indemnifies the other Shareholders for any liability under any guarantee or security provided by that Shareholder or the Director representing that Shareholder in their Respective Proportions.

12. **Dividend Policy**

12.1 **Policy**

Subject to clause 10.3, the Board will by Special Resolution determine payment of dividends. The parties agree that their intention is that annual dividends are paid at a minimum of fifty percent (50%) of the after-tax profits of the Group for the preceding year, subject always to prudent management of available cashflow and other working capital requirements.

12.2 **Considerations**

For the avoidance of doubt, in considering whether to resolve to make any dividend distribution, the Directors will have regard to the requirements of the Corporations

Act and any other applicable law, including in relation to solvency issues and procedures for reduction of capital.

13. Disposal / Transfer of Shares

13.1 Restriction

13.1.1 No Shareholder may sell or otherwise dispose of any Shares or any interest in those Shares or create or grant any option or similar rights over those Shares except in accordance with this clause 13.

13.1.2 A Shareholder may only sell or otherwise dispose of Shares:

- (a) in accordance with clause 14 or 15;
- (b) to one of its Related Parties or Related Body Corporate with the prior written consent of the other Shareholders, which will not be unreasonably withheld;
- (c) if a relevant Default Event occurs, in which case the provisions of clause 16.3 will apply; or
- (d) otherwise, in accordance with clause 13.2.

13.1.3 Except as otherwise provided in this clause 13, a Shareholder wishing to dispose of their Shares must follow the procedure in **Schedule 3**.

13.2 Disposal void

13.2.1 No Shares may be issued to or transferred to any person unless the person and their Principal are parties to this Agreement or become parties by executing a Deed of Adherence on terms substantially the same as those set out in **Annexure A**.

13.2.2 Any Disposal other than in accordance with this Agreement will be void and of no effect unless all Shareholders give their written consent to the Disposal.

13.3 Change of Control

If there is a Change in Control of a Shareholder, then unless the prior written consent of the other Shareholders has first been obtained, then the Shareholder is deemed to have issued a Transfer Notice for all of its Shares and the process in Schedule 1 applies except that the Shareholder is not deemed to have specified a sale price. The other Shareholders will procure that the sale price is determined as the Fair Market Value under **Schedule 4**.

14. Drag Along Rights

14.1 Drag Along Option

14.1.1 Each Shareholder must advise the Board if an arms' length bona fide offer by a Third Party to acquire the whole of the Shares in the Company or the Business of the Company (**Takeover Offer**) is received.

14.1.2 If the Shareholders receive a Takeover Offer then the following applies:

- (a) the offer must be notified to each Shareholder within seven (7) days.
- (b) each Shareholder must notify the other Shareholders within fourteen (14) days whether they wish to accept the offer.
- (c) if the Shareholders holding not less than seventy five percent (75%) in aggregate of the issued Shares, notify the other Shareholders that they wish to accept the Takeover Offer (**Drag Transfer Shareholders**) then the Drag Transfer Shareholders may by notice in writing to the other Shareholders (**Drag Along Notice**) require the other Shareholders to transfer to the Third Party their Shares at the price per Share offered to the Drag Transfer Shareholders and on the same terms and conditions as offered to the Drag Transfer Shareholders.
- (d) a Drag Along Notice and all obligations under it will lapse if, for any reason, the Third Party notifies the Drag Along Shareholders (who must in turn immediately notify the other Shareholders) that the Third Party does not wish to purchase all of the Shares specified in the Drag Along Notice.
- (e) subject to clause 14.1.2(d), each of the remaining Shareholders must execute and deliver all Share transfers necessary and sell their Shares to the Third Party at the price per Share set out in the Drag Along Notice and on the other terms set out in the Drag Along Notice.

14.1.3 The Shareholders acknowledge that their preferred option is for a person mutually acceptable to the Shareholders to acquire the whole of the Shares or the Business.

15. Tag Along Rights

15.1 Tag Along

If a Shareholder wishes to dispose of some or all of its Shares (**Tag Transfer Shareholders**) to a Third Party under a bona fide arms' length offer and:

- 15.1.1 the Tag Transfer Shareholders have complied with the procedure in clause 14 and **Schedule 3** and there remains Shares available to dispose to the Third Party; and
- 15.1.2 the disposal of the Shares by the Tag Transfer Shareholders would result in the Third Party holding at least seventy five percent (75%) of the issued Shares,

then the Tag Transfer Shareholders must give notice in writing to each of the other Shareholders (**Tag Notice**).

15.2 Tag Notice

The Tag Notice must specify:

- 15.2.1 the identity of the Third Party;

15.2.2 the price per Share offered by the Third Party to purchase Shares;

15.2.3 the number of Shares the Third Party has offered to purchase; and

15.2.4 the terms and conditions attached to the offer by the Third Party.

15.3 **Acceptance**

Each Shareholder has the right to accept the offer by the Third Party by notice in writing within seven (7) days (**Tag Acceptance Notice**) to transfer Shares to the Third Party pro rata according to the Shares offered to be sold by the Tag Transfer Shareholders for the same consideration per Share and on the same terms and conditions as set out in the Tag Notice.

15.4 **Tag Transfer Shareholders**

If a Shareholder serves a Tag Acceptance Notice in accordance with clause 16.3, the Tag Transfer Shareholders must use their best endeavours to procure that the Third Party purchases all of the Shares the subject of a Tag Acceptance Notice on terms set out in the Tag Notice. If the Third Party elects to purchase less than the Shares specified in the Tag Notice and each Tag Acceptance Notice, then the Tag Transfer Shareholders cannot proceed with the disposal of Shares to the Third Party.

15.5 **Failure by Third Party**

If the Third Party fails for any reason to buy the Shares referred to in clause 16.3 at the price or a greater price and otherwise in accordance with this clause 16, and to complete the purchase in accordance with the Tag Notice then the Tag Transfer Shareholders must not dispose of any of their Shares to the Third Party without again making an offer to the other Shareholders in accordance with this clause 16.

16. **Default**

16.1 **Default**

If any Shareholder is a Defaulting Party, then the Company or any non-defaulting Shareholder may give the Defaulting Party notice:

16.1.1 specifying the Default Event committed by the Defaulting Party; and

16.1.2 where a Default Event is of the kind referred to in paragraph (a)(i) or (a)(ii) of the definition of "Default Event", requiring remedy of the Default Event within 14 days after the date of the notice.

16.2 **Monetary compensation**

Where rectification of a Default Event referred to in clause 16.1.2 is not possible but monetary compensation provides an adequate remedy the Defaulting Party may make an offer of monetary compensation in full and final satisfaction of the Default Event.

16.3 **Compulsory Acquisition**

- 16.3.1 When a Default Event occurs (and is not remedied in accordance with clause 16.1 or 16.2 where those clauses apply), subject to clause 16.3.2, the non-defaulting Shareholders may elect to acquire the Shares of the Defaulting Party at Fair Market Value and in such proportions as they agree.
- 16.3.2 Subject to the Corporations Act, in lieu of the non-defaulting Shareholder acquiring the Shares under clause 16.3.1, the Company may elect to buy back the Shares of the Defaulting Party at a buy back price equal to Fair Market Value.
- 16.3.3 Completion of the acquisition of Shares under this clause must take place within sixty (60) days of Fair Market Value being determined under this clause.
- 16.3.4 The Defaulting Party appoints the Company as its attorney to complete any transfer or buyback in accordance with this clause.

17. Termination

- 17.1 This Agreement will terminate:
 - 17.1.1 upon the winding up of the Company;
 - 17.1.2 by unanimous agreement of the Shareholders; or
 - 17.1.3 in respect of a Shareholder, when that Shareholder ceases to hold Shares.
- 17.2 Upon termination of this Agreement, clauses intended to survive termination, including clauses 19, 20, 21 and 26.2, will continue in full force and effect.

18. Dispute Resolution

18.1 Best Endeavours

The parties agree that they will use their best endeavours to resolve any dispute which arises in relation to any matter arising out of this Agreement (**Dispute**), and, for that purpose will meet together and make a good faith effort to resolve any such Dispute within twenty one (21) days of notification by a party to the other of a Dispute.

18.2 Mediation

- 18.2.1 If, after following the procedure set out in clause 18.1, the Dispute has not been resolved within the relevant twenty one (21) day period, the parties will refer the Dispute to a person agreed by them or, failing agreement, to a mediator nominated by the President of the Law Society of New South Wales (**Mediator**).
- 18.2.2 The Mediator will have the option of either endeavouring to resolve the Dispute by informal mediation with the parties, or alternatively by referring the Dispute and the parties to an alternative mediator as selected by the Mediator for formal mediation.

18.3 Continuing Obligations

Pending determination of any dispute under this Agreement the parties agree to continue to perform all their obligations under this Agreement.

18.4 No Court Proceedings

18.4.1 Subject to clause 18.4.2, unless the provisions of this clause 18 have been duly complied with, no party may bring court proceedings in respect of any matter in dispute which arises in relation to this Agreement.

18.4.2 Nothing in this clause 18 will prejudice the right of a party to seek urgent injunctive or declaratory relief in respect of a dispute arising out of this Agreement.

18.5 Survival

This clause 18 will survive termination of this Agreement.

19. Confidentiality**19.1 Maintain confidentiality**

Each of the parties must not:

19.1.1 divulge Confidential Information to any person except in accordance with clause 19.2; or

19.1.2 use or permit the use of Confidential Information for their own benefit or for the benefit of any person other than the Company.

19.2 Scope of obligation

Where an obligation is imposed on a party to keep Confidential Information confidential, that party:

19.2.1 may disclose any Confidential Information to their officers, employees and professional advisors needed for them to effectively carry out their duties to that party;

19.2.2 must take all necessary steps to ensure that any officers, employees or professional advisors to whom the Confidential Information is disclosed keep the Confidential Information confidential;

19.2.3 must not copy or record in any other form any part of the Confidential Information except to the extent strictly necessary for the operation of the Business or for the purposes of clause 19.2; and

19.2.4 as soon as possible after termination of this Agreement, or if that party ceases to own any Shares, must:

(a) return all Confidential Information to the person to whom the Confidential Information belongs;

- (b) destroy all hard copy records of Confidential Information, unless the Confidential Information relates to the Business, in which case it must instead be delivered to the Company;
- (c) destroy any computer records of Confidential Information, unless the Confidential Information relates to the Business, in which case it must instead be delivered to the Company; and
- (d) provide the person to whom Confidential Information belongs with any assurances the person may reasonably require to satisfy that person that the requirements of this clause have been complied with.

19.3 Limit of obligation

The obligations of confidentiality imposed by this clause do not extend to Confidential Information that:

- 19.3.1 is public knowledge (other than as a result of a breach of this Agreement); and
- 19.3.2 is required by law to be disclosed, provided that the disclosing party is immediately notified of any actual or anticipated requirement.

19.4 Breach

The parties agree that any failure of a party to perform and observe their covenants and obligations concerning Confidential Information will entitle the other parties to begin an action against the party for an injunction to enjoin and restrain the party from the breach (whether with or without a simultaneous action for damages).

20. Restraint

- 20.1 Each Shareholder agrees that for so long as this Agreement remains in force and for the Restraint Period in the Restraint Area, they will not, and will ensure that their respective Principal, Associates and each Related Party and Related Body Corporate do not, directly or indirectly without the prior written consent of the other Shareholders:
 - 20.1.1 entice away from the Group any employee or consultant of the Group or employ or engage any person who has been an employee or full-time consultant of the Group at any time within twelve (12) months before the Shareholder ceased involvement with the Group;
 - 20.1.2 interfere with the business of the Group or divulge to any person any Confidential Information concerning the Business, transactions or affairs;
 - 20.1.3 interfere to the detriment of the Group with the relationship between the Group and its clients, customers, employees, suppliers or industry stakeholders.
- 20.2 Each of the Shareholders and Directors acknowledges and agrees each of the restraints so specified is reasonable as regards the nature of the conduct restrained and the duration and scope of the restraint and the restraints are

reasonably necessary for the future protection of the Business and goodwill of the Group.

20.3 For the purposes of this Agreement:

20.3.1 **Restraint Area** means each of the following areas separately:

- (a) anywhere within Australia;
- (b) anywhere within New South Wales;

20.3.2 **Restraint Period** means each of the following periods separately:

- (a) a period of two (2) years after the date the Shareholder or Principal has ceased to be involved with the Company;
- (b) a period of twelve (12) months after the date the Shareholder or Principal has ceased to be involved with the Company;
- (c) a period of nine (9) months after the date the Shareholder or Principal has ceased to be involved with the Company.

20.4 Each covenant in this clause is a separate and independent covenant of a Shareholder and Principal. They can be combined and each combination is a separate covenant and restriction, although they are cumulative in effect.

20.5 If any of the separate and independent covenants or restrictions set out in this clause is or becomes invalid or unenforceable for any reason, it must be read down to the minimum extent to achieve its validity, if applicable, or be severed from this Agreement in any other case, without invalidating or affecting the remaining provisions of this clause.

21. Notices

A notice, consent or other communication under this Agreement is only effective if it is in writing, signed and either left at the addressee's address or sent to the addressee by mail or email. If it is sent by mail, it is taken to have been received three (3) Business Days after it is posted. If it is sent by email, provided that no failure to deliver notices has been received by the sender before 4.00pm on a working day when such email was sent then it is taken to have been received that day, otherwise on the next Business Day. A party's address or email address is as set out in this Agreement or as otherwise notified by a party to the other parties.

22. Costs and Expenses

22.1 Costs generally

Unless the parties agree otherwise, each party bears and is responsible for their own costs and expenses (including without limitation legal costs and expenses) in connection with the negotiation, preparation, execution, completion and carrying into effect of this Agreement.

22.2 Stamp duty

Any person who acquires Shares from another Shareholder by way of share transfer in accordance with the provisions of this Agreement must pay all stamp duty in relation to that share transfer and the relevant transaction entered into in accordance with or under this Agreement (if applicable).

23. Goods and Services Tax**23.1 Application**

This clause applies if, during the term, a party becomes liable to pay GST in relation to any Supply of goods, services or anything else under this Agreement.

23.2 Definitions

Capitalised expressions which are not defined in this Agreement but which have a defined meaning in the GST Act have the same meaning in this clause.

23.3 GST Payable in Addition to Consideration

If any Consideration is paid or payable or liable to be provided by a party under this Agreement for any Taxable Supply by the other party (**Supplier**) under this Agreement, then the Recipient of the Taxable Supply must pay, in addition to the Consideration, to the Supplier the GST payable on the Taxable Supply.

23.4 Tax Invoice

Within seven days of a Supply being made under this Agreement, the Supplier will provide to the Recipient a Tax Invoice or other documentation that complies with the requirements under the GST Act.

23.5 Payment of GST

Subject to the Supplier issuing a Tax Invoice to the Recipient as required under clause 23.4, the Recipient will pay the GST on the Taxable Supply under this Agreement to the Supplier at the same time as the Consideration for the Supply is paid or provided to the Supplier.

23.6 Reimbursement or Indemnity

Despite any other provision of this Agreement, if the whole or part of any Consideration under this Agreement is a reimbursement or indemnification by one party of an expense, loss, outgoing or liability incurred or to be incurred by the other party, the Consideration shall exclude any GST included in such expense, loss, outgoing or liability incurred or to be incurred for which the other party can claim an Input Tax Credit. The other party will be assumed to be entitled to a full Input Tax Credit unless it can establish otherwise.

23.7 Adjustment Events

If an Adjustment Event occurs in relation to a Supply under this Agreement, the Supplier will issue to the Recipient an Adjustment Note in relation to the Adjustment Event within seven days of the Supplier becoming aware of the Adjustment Event.

23.8 Additional Amount

If the Adjustment Note gives effect to an Increasing Adjustment, the Recipient will pay to the Supplier the GST component of the Increasing Adjustment not later than the end of the month following the month in which the Adjustment Note is issued to the Recipient.

23.9 Credit or Refund

If the Adjustment Note gives effect to a Decreasing Adjustment, the Supplier will pay to the Recipient the GST component of the Decreasing Adjustment not later than the end of the month following the month in which the Adjustment Note is issued to the Recipient.

24. **Amendment and Assignment**

24.1 **Amendment**

This Agreement can only be amended, supplemented, replaced or novated by unanimous agreement in writing signed by the Company, the Shareholders and Directors.

24.2 **Assignment**

A party may only dispose of, declare a trust over or otherwise create an interest in their rights under this Agreement with the consent of each other party.

25. **General**

25.1 **Governing law**

25.1.1 This Agreement is governed by the law in force in New South Wales, Australia.

25.1.2 Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, Australia, and any court that may hear appeals from any of those courts, for any proceedings in connection with this Agreement, and waives any right it might have to claim that those courts are an inconvenient forum.

25.2 **Giving effect to this Agreement**

Each party must do anything (including execute any document) that the other parties may reasonably require to give full effect to this Agreement.

25.3 **Waiver of rights**

25.3.1 A right may only be waived in writing, signed by the party giving the waiver;

25.3.2 No other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;

25.3.3 A waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and

25.3.4 The exercise of a right does not prevent any further exercise of that right or of any other right.

25.4 **Operation of this Agreement**

25.4.1 This Agreement and the Constitution contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to the same subject matter

is replaced by this Agreement and the Constitution, and has no further effect;

25.4.2 Any right that a person may have under this Agreement is in addition to, and does not replace or limit, any other right that the person may have; and

25.4.3 Any provision of this Agreement which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Agreement enforceable, unless this would materially change the intended effect of this Agreement.

25.5 **No merger**

No provision of this Agreement merges on completion.

25.6 **Exclusion of contrary legislation**

Any legislation that adversely affects an obligation of a party, or the exercise by a party of a right or remedy, under or relating to this Agreement is excluded to the full extent permitted by law.

25.7 **Counterparts**

This Agreement may be executed in counterparts and if it is then:

25.7.1 each counterpart is deemed an original; and

25.7.2 together they constitute one Agreement.

25.8 **Attorneys**

Each person who executes this Agreement on behalf of a party under a power of attorney declares that they are not aware of any fact or circumstance that might affect their authority to do so under that power of attorney.

25.9 **New parties**

Where a Shareholder wishes to transfer a Share to a person that is not a party to this Agreement, the Shareholder must ensure that the proposed transferee and its Principal enters into a Deed of Adherence.

26. **Warranties**

26.1 **Shareholder warranties and covenants**

Each Shareholder represents and warrants to the other Shareholders that:

26.1.1 (legally binding obligation): this Agreement constitutes its valid and legally binding obligation in accordance with its terms;

26.1.2 (execution, delivery and performance): the execution, delivery and performance of this agreement by it does not violate any statute or law, or any document or agreement to which it is a party or which is binding on it or any of its assets;

- 26.1.3 (authorisation): all consents, licences, approvals and authorisations required to be obtained by it in connection with the execution, delivery and performance of this agreement have been obtained and are valid and subsisting;
- 26.1.4 (no Event of Insolvency): no Insolvency Event has occurred in relation to it nor is there any act which has occurred or any omission made which may result in an Insolvency Event occurring in relation to it; and
- 26.1.5 (no reliance): no Shareholder makes any representation or warranty to any other Shareholder other than as expressly referred to in this Agreement and each Shareholder enters into this Agreement and becomes a Shareholder or acquires Shares entirely on the basis of its own investigations and decisions and not in reliance on any act or representation made by any other Shareholder.

26.2 **Trustee warranties**

Where any Shareholder enters into this Agreement in its capacity as trustee of any trust that shareholder warrants to the other shareholders that:

- 26.2.1 (sole trustee): it is the sole trustee of the relevant trust and that no action has been taken to remove or replace it;
- 26.2.2 (vesting day): the distribution date or vesting day referred to in the relevant trust deed constituting the relevant trust has not arrived or been appointed;
- 26.2.3 (power and authority): it has the power under the relevant trust deed to enter into and complete this agreement and that all necessary consents and notices in relation to the exercise by the Shareholder as trustee of such power have been given before, and will not be revoked on or before, the Commencement Date;
- 26.2.4 (no changes to trust): there has been no exercise of any power to vary the relevant trust or any of the provisions of the relevant trust deed constituting the relevant trust and no such power will be exercised before the Commencement Date; and
- 26.2.5 (full indemnity): it has an unrestricted and unlimited right to be fully indemnified out of the relevant trust fund.

26.3 **Survival of warranties**

The representations and warranties made in this Agreement will continue in full force and effect for the benefit of the other parties to this Agreement. Liability for breach of any representation or warranty is not confined to breaches discovered before the Commencement Date.

26.4 **Mutual covenants**

Each Shareholder covenants and agrees with and for the benefit of the other Shareholders to:

- 26.4.1 (restrictions on transfer, mortgage): not at any time Dispose of its Shares other than in accordance with the terms and conditions set out in this Agreement, nor mortgage, charge or otherwise encumber or deal with any of its Shares without the written consent of the Board;
- 26.4.2 (not use Group assets for own benefit): not at any time either directly or indirectly deal with or employ any assets, stock, supplies, money, credits or other effects from time to time belonging or owing to the Group for its own use or benefit;
- 26.4.3 (conduct Business for the Group): conduct all business and administrative aspects of the Business in all respects on behalf of and in the name of the Group and not in its own name;
- 26.4.4 (not act to prejudicially affect Group): not do or suffer any act or thing whereby the Business or any of the assets of the Business or any other property of the Group may become liable to be seized in execution, charged or affected or whereby the interests of the Group may be prejudicially affected or impaired; and
- 26.4.5 (utmost good faith): show the utmost good faith and attention to the affairs of the Group and use its best endeavours to promote develop and extend the Business and the interests of the Group generally.

Schedule 3

RIGHT OF FIRST REFUSAL

1. Transfer notice

1.1 Each Shareholder who wishes to dispose of any Shares (**Transferor**) must give not less than one (1) months' notice in writing or such lesser period as is agreed with the other Shareholders (**Transfer Notice**) to the Company that the Transferor desires to do so (**Disposal**).

1.2 Unless otherwise agreed by all Shareholders, any Disposal must be in respect of the whole of the Transferor's Shares.

2. Relevant particulars

A Transfer Notice must particularise:

2.1 the number of shares (Disposal Shares) that are the subject of the proposed Disposal by reference to each class of Disposal Share; and

2.2 the sale price the Transferor is willing to accept for the Disposal Shares being not more than the amount determined in accordance with the Market Value.

3. Offer to eligible shareholders

The Transfer Notice will constitute an offer to sell the Disposal Shares to each other Shareholder (**Eligible Shareholder**) pro rata according to their Respective Proportions at the price specified in the Transfer Notice.

4. Acceptance

The Eligible Shareholders must indicate their acceptance of the offer in the Transfer Notice by notice in writing to the Transferor within thirty (30) days of receipt of the Transfer Notice (**Acceptance Date**).

5. Allocation to Eligible Shareholders

After the receipt of replies from all Eligible Shareholders or the expiry of the Acceptance Date, the Disposal Shares the subject of the Transfer Notice will be allocated to those Eligible Shareholders willing to purchase the Disposal Shares in accordance with the Transfer Notice, and if more than one then in proportion to the existing Shares held by them, to the extent that an Eligible Shareholder wishes to take up their allocation.

6. Entitlement

If any Eligible Shareholder is not willing to take up all or any of the Disposal Shares so offered to which the Eligible Shareholder is entitled, the balance not so taken will be offered to those other Eligible Shareholders who wish to purchase further Disposal Shares in the proportion that their then existing shareholding bears to the total shareholding of the Eligible Shareholder interested in taking further Disposal Shares, and so on until all Eligible Shareholders who have subscribed for their full entitlement in the immediately preceding offer may participate in the next offer.

7. **Third Party**

If any Disposal Shares the subject of the Transfer Notice are not taken by the Eligible Shareholders those Disposal Shares may be sold to a third party at any time within the period of six (6) months from the date of the Transfer Notice at a price not less than offered to the Eligible Shareholders and provided that third party is acceptable to the Eligible Shareholders, acting reasonably.

8. **Payment**

Any monies payable in relation to the sale of a Disposal Share to an Eligible Shareholder must be paid by the Eligible Shareholder to the Transferor within seven days of allocation of the Shares to the Eligible Shareholders in exchange for delivery by the Transferor of a share transfer or other documentation required for the Eligible Shareholder to receive title to the Disposal Shares.

Schedule 4

CALCULATION OF FAIR MARKET VALUE

1.1 If at any time Fair Market Value needs to be determined under this Agreement, the Shareholders will follow the procedures set out below:

1.1.1 Each Shareholder will use their respective best endeavours, acting in good faith, to agree Fair Market Value within thirty (30) days of receipt of request from the Company or any other Shareholder.

1.1.2 If the Shareholders are unable to agree Fair Market Value within thirty (30) days of a request, a Shareholder or the Company may request the Company's Accountant to meet with the Shareholders to mediate with the Shareholders to assist the Shareholders to reach agreement regarding Fair Market Value.

1.1.3 If, having exhausted the procedures in clauses 1.1.1 and 1.1.2, the parties have not agreed Fair Market Value, the parties will appoint an independent chartered accountant agreed by the parties, or failing agreement, nominated by the President of the Australian Valuers Institute (**Valuer**), to determine Fair Market Value, and the parties agree to be bound by the determination of the Valuer (in the absence of fraud or manifest error). The Valuer must act as an expert and not as an arbitrator.

1.1.4 In determining Fair Market Value, any Valuer appointed must:

- (a) determine value on the basis of an arm's length sale between a willing but not over-anxious seller and a willing but not over-anxious buyer;
- (b) if the Group is carrying on a business as a going concern, determine the value on the assumption that it will continue to do so;
- (c) value on the basis that any Shares are capable of being transferred without restriction;
- (d) value any Shares as a rateable proportion of the total value of all of the issued Shares taking into account any premium or discount attributable to the percentage of the issued share capital of the Company which they represent;
- (e) take into account any submissions made to the Valuer by the Company or any Shareholder;
- (f) take into account where the determination of Fair Market Value relates to a Director leaving the Business, any impact on Fair Market Value of the relevant Director leaving the Business; and
- (g) take into account any other factors which the Valuer reasonably believes should be taken into account.

If any difficulty arises in applying any of these assumptions or bases then the Valuer may resolve that difficulty in whatever manner the Valuer considers appropriate in the Valuer's absolute discretion.

1.1.5 The Valuer will be requested to:

- (a) Provide a draft determination of the Fair Market Value within fifteen (15) Business Days of their appointment;
- (b) Allow any Shareholder to make one written submission to the Valuer for a period of five (5) Business Days following the release of the Valuer's draft valuation; and

- (c) Provide a final determination of the Fair Market Value within twenty five (25) Business Days of its appointment and to notify the Company and all Shareholder of the final determination.
- 1.1.6 The costs of determining Fair Market Value in accordance with this Schedule 4 will, unless otherwise agreed, be borne by the Company.
- 1.1.7 The Shareholders must give the Valuer access to all accounting records or other relevant documents of the Company, subject to the Valuer agreeing to maintain the confidentiality of these documents and records.

EXECUTED by the parties as an Agreement.

EXECUTED by INTERNATIONAL BEVERAGES HOLDINGS PTY LTD ACN 642 739 393 in accordance with Section 127 of the Corporations Act 2001:

Sole Director/ Secretary Director/ Secretary

Name (please print) Name (please print)

EXECUTED by ASHLAND INVESTMENTS PTY LTD AS TRUSTEE FOR BURROWS FAMILY TRUST ACN 637 362 853 in accordance with Section 127 of the Corporations Act 2001:

Director/ Secretary Director/ Secretary

Name (please print) Name (please print)

EXECUTED by B & F FRANKS PTY LTD ACN 635 487 188 AS TRUSTEE FOR THE FRANKS SUPER FUND ABN 31 607 549 293 in accordance with Section 127 of the Corporations Act 2001:

Director/ Secretary Director/ Secretary

Name (please print) Name (please print)

EXECUTED by CL COMP GLOBAL HYPER MEGANET PTY LTD ACN 635 496 392 AS TRUSTEE FOR THE CANDICE FUND ABN 32 491 271 654 in accordance with Section 127 of the Corporations Act 2001:

Director/ Secretary Director/ Secretary

Name (please print)

Name (please print)

EXECUTED by **H & WM HOLDINGS PTY LTD ACN 635 513 718 AS TRUSTEE FOR H & WM TRUST** in accordance with Section 127 of the *Corporations Act 2001*:
)
)
)
)
)
)

Director/ Secretary

Director/ Secretary

Name (please print)

Name (please print)

EXECUTED by **GEJM CARTER PTY LTD AS TRUSTEE FOR GEJM CARTER FAMILY TRUST ACN 168 996 272** in accordance with Section 127 of the *Corporations Act 2001*:
)
)
)
)
)
)

Director/ Secretary

Director/ Secretary

Name (please print)

Name (please print)

EXECUTED by **GEJM PTY LTD AS TRUSTEE FOR TEAM CARTER SUPERANNUATION FUND ABN 941 938 373 94** in accordance with Section 127 of the *Corporations Act 2001*:
)
)
)
)
)
)

Director/ Secretary

Director/ Secretary

Name (please print)

Name (please print)

EXECUTED by **LIMITLESS FIGHTER PTY LTD AS TRUSTEE FOR SD SUPERANNUATION FUND ABN 98 332 323 409** in accordance with Section 127 of the *Corporations Act 2001*:)
)
)

.....
Director/ Secretary

Director/ Secretary

.....
Name (please print)

Name (please print)

EXECUTED by **RACE TO THE FINISH LINE PTY LTD AS TRUSTEE FOR RACE TO THE FINISH LINE SUPER FUND ABN 645 575 932 96** in accordance with Section 127 of the *Corporations Act 2001*:)
)
)

.....
Director/ Secretary

Director/ Secretary

.....
Name (please print)

Name (please print)

EXECUTED by **KFAF PTY LTD ACN 638 021 566 AS TRUSTEE FOR WORLDWIDE FERRIS FAMILY TRUST** in accordance with Section 127 of the *Corporations Act 2001*:)
)
)

.....
Director/ Secretary

Director/ Secretary

.....
Name (please print)

Name (please print)

EXECUTED by **KFAF PTY LTD ACN 638**)
021 566 AS TRUSTEE FOR FERRIS)
FAMILY SUPER FUND in accordance with)
 Section 127 of the *Corporations Act 2001*:)
)
)

.....
Director/ Secretary

Director/ Secretary

.....
Name (please print)

Name (please print)

EXECUTED by **TE & KH SUPER FUND PTY**)
LTD ACN 624 417 778 AS TRUSTEE FOR)
TE & KH SUPER FUND in accordance with)
 Section 127 of the *Corporations Act 2001*:)
)
)

.....
Director/ Secretary

Director/ Secretary

.....
Name (please print)

Name (please print)

EXECUTED by **RAYA INVESTMENTS PTY**)
LTD ACN 616 353 087 in accordance with)
 Section 127 of the *Corporations Act 2001*:)
)
)
)

.....
Director/ Secretary

Director/ Secretary

.....
Name (please print)

Name (please print)

EXECUTED by THE OSBORNE BUNCH)
 PTY LTD ACN 642 519 926 AS TRUSTEE)
 FOR LUTAMKIN SUPERANNUATION)
 FUND in accordance with Section 127 of the)
Corporations Act 2001:)
)

Director/ Secretary

Director/ Secretary

Name (please print)

Name (please print)

EXECUTED by ARTEMIO & JOSEPHINE)
 MAGNATONG AS TRUSTEE FOR LIFE'S A)
 BEACH SUPER FUND)
)
)
)

Trustee

Trustee

Name (please print)

Name (please print)

EXECUTED by JOHN JOSEPH BOURNE &)
 CATHERINE ANNE SHARPE AS TRUSTEE)
 FOR BOURNESHARPE SUPERFUND)
)
)
)

Trustee

Trustee

Name (please print)

Name (please print)

EXECUTED by **SB & SF INVESTMENTS**)
PTY LTD ABN 67 677 646 655 in)
accordance with Section 127 of the)
Corporations Act 2001:)
))
)

Director/ Secretary

Director/ Secretary

Name (please print)

Name (please print)

EXECUTED by **RULE 8 PTY LTD ACN 641**)
203 492 AS TRUSTEE FOR BARBARA)
FAMILY TRUST ABN 89 365 605 85 in)
accordance with Section 127 of the)
Corporations Act 2001:)
))
)

Director/ Secretary

Director/ Secretary

Name (please print)

Name (please print)

EXECUTED by **PEACEFUL INVESTMENTS**)
PTY LTD ABN 23 640 805 465 in)
accordance with Section 127 of the)
Corporations Act 2001:)
))
)

Director/ Secretary

Director/ Secretary

Name (please print)

Name (please print)

EXECUTED by PISANI BOUCHARD &)
 THOMAS PTY LTD ACN 640971213 AS)
 TRUSTEE FOR PISANI BOUCHARD &)
 THOMAS TRUST ABN 42 651 241 088 in)
 accordance with Section 127 of the)
Corporations Act 2001:)

Director/ Secretary

Director/ Secretary

Name (please print)

Name (please print)

EXECUTED by PONSYPAD SERVICES)
 PTY LTD ACN 115 341 501 AS TRUSTEE)
 FOR PONSYPAD SUPERANNUATION)
 FUND ABN 593 941 590 39 in accordance)
 with Section 127 of the *Corporations Act*)
 2001:)



N/A

Director/ Secretary

Director/ Secretary

Nicholas Latham

N/A

Name (please print)

Name (please print)

Annexure A

DEED OF ADHERENCE

Between

[Insert name and address of new Shareholder]

(New Shareholder)

And

[insert name and address of new Principal]

(New Principal)

And

International Beverages Holdings Pty Ltd (ACN 642 739 393) of 2 Bredon Avenue West Pennant Hills NSW 2125

(Company)

BACKGROUND

- A. This Deed relates to the Shareholders' Agreement dated **[insert] (Effective Date)** in relation to the operation of certain matters in relation to the Company (**Shareholders' Agreement**).
- B. In consideration of Shares being transferred or issued to the New Shareholder (as the case may be), the New Shareholder and Principal each agrees to be bound by the terms of the Shareholders' Agreement.

AGREEMENT

1. Definitions and Interpretation

1.1 Definitions

Terms not otherwise defined in this Deed have the meanings ascribed to them in the Shareholders' Agreement.

1.2 Interpretation

The provisions of clause 1.2 of the Shareholders' Agreement apply to this Deed as if set out in full in this Deed.

2. Covenants

2.1 Shareholders' Agreement to be binding

In consideration of Shares being transferred or issued to the New Shareholder (as the case may be) the New Shareholder and Principal, upon the execution of this Deed, are to be added as parties to the Shareholders' Agreement as a "Shareholder" and "Principal" respectively and are bound by the provisions of the Shareholders' Agreement as if they had been signatory to the Shareholders' Agreement.

2.2 Obligations under of New Shareholder and Principal

The obligations of the New Shareholder and Principal under the Shareholders' Agreement are identical to the obligations of each other Shareholder and Principal

under the Shareholders' Agreement, whether the latter obligations arose prior to, contemporaneously with, or after the Effective Date.

2.3 **Confirmation of the Shareholders' Agreement**

Each of the New Shareholder and Principal confirms the Shareholders' Agreement and agrees to be bound by it.

3. **Governing Law**

This Deed is governed by the laws of New South Wales. The parties submit to the jurisdiction of its courts.



From: Jeff Hyde
Sent: Thursday, 20 October 2022 10:42 AM
To: Nick Latham
Subject: Share/financial.

Hi Nick,

ASIC extract is below it shows 1 for you at present but is 2 after your most recent share purchase.

NIL income has not traded.

Market value is currently under review as there are brewery acquisitions and building in the final stages of determination.

Company: INTERNATIONAL BEVERAGES HOLDINGS PTY LTD ACN 642 739 393

Company details

Date company registered	17-07-2020
Company next review date	17-07-2023
Company type	Australian Proprietary Company
Company status	Registered
Home unit company	No
Superannuation trustee company	No
Non profit company	No

Registered office

LEVEL 11 , 2 CORPORATE COURT , BUNDALL QLD 4217

Principal place of business

2 BREDON AVENUE , WEST PENNANT HILLS NSW 2125

Officeholders

HYDE, JEFFERSON

2 BREDON AVENUE , WEST PENNANT HILLS NSW 2125

Office(s) held: Director, appointed 17-07-2020

Company share structure

Share class	Share description	Number issued	Total amount paid	Total amount unpaid
ORD	ORDINARY SHARE	200	200.00	0.00

Members

PONSYPAD SERVICES PTY. LTD. UNIT 12 , 419-445 MILITARY ROAD , MOSMAN NSW 2088

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

Kind Regards
Jeff Hyde

Wingman Beer
Email : jeffh@wingmanbeer.com.au
Mobile : 0412 390319
<https://www.wingmanbeer.com.au>

Share Certificate No 17

International Beverages Holdings Pty Ltd
A.C.N. 642 739 393
Registered under the *Corporations Act 2001 (Cth)*




This is to certify that

Ponsypad Services Pty Ltd atf the Ponsypad Superannuation Fund
12/419 Military Road
Mosman New South Wales 2088

is the holder of 1 Ordinary share(s) of 200 Ordinary issued share(s). The unpaid amount on each share is \$0.00

Date: 31 August 2020

Executed for and on behalf of International Beverages Holdings Pty Ltd
by authority of its director(s):



Director



Secretary or Director

This certificate must be surrendered to the Company on transfer of any of the above shares.



TAX INVOICE

Accrued - A4#5

INVOICE TO

Ponsypad Superannuation Fund
 Unit 1 12 Parriwi Road
 MOSMAN NSW 2088
 AUSTRALIA
 59 394 159 039

Invoice Date

28 May 2021

Invoice Number

I000497

Sydney Tax Practice

Level 8, 65 York St
 Sydney NSW 2000
 02 9211 9790
 service@SydneyTaxPractice.com.au
 www.SydneyTaxPractice.com.au
 ABN: 15430300458

Description	Discount	Amount
For the year ended 30th June 2020: - Preparation of SMSF annual accounts, tax return and various minutes as required. - Prepare workpapers and arrange external audit. - Lodge annual return with the ATO.		1,650.00
	Subtotal	1,650.00
	Total GST	165.00

Due Date: 11 Jun 2021

Invoice Total AUD 1,815.00



Audit - \$330
 Acctg - \$1,485

[View and pay online now](#)

To pay by card: Click the pay now button on your online invoice. (1.5% surcharge applies)

Direct transfer details:

Name: Sydney Tax Practice

BSB: 062-005

Account Number: 1127-5811

Reference Number: I000497

Please Note: Irrespective of whether you decide to lodge your return with Sydney Tax Practice or not, you are still liable for our fees for work completed.



ASIC

Australian Securities & Investments Commission

ABN 86 768 265 615

PONSPAD SERVICES PTY. LTD.
TAXSPOT UNIT TRUST
PO BOX Q699 QUEEN VICTORIA BUILDING NSW 1230

INVOICE STATEMENT

Issue date 18 Jul 21

PONSPAD SERVICES PTY. LTD.

ACN 115 341 501

Account No. 22 115341501

Summary

Opening Balance	\$0.00
New items	\$276.00
Payments & credits	\$0.00
TOTAL DUE	\$276.00

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

Transaction details are listed on the back of this page

Inquiries

www.asic.gov.au/invoices

1300 300 630

Please pay

Immediately	\$0.00
By 18 Sep 21	\$276.00

If you have already paid please ignore this invoice statement.

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



ASIC

Australian Securities & Investments Commission

PAYMENT SLIP

PONSPAD SERVICES PTY. LTD.

ACN 115 341 501

Account No: 22 115341501



22 115341501

TOTAL DUE	\$276.00
Immediately	\$0.00
By 18 Sep 21	\$276.00

Payment options are listed on the back of this payment slip



Biller Code: 17301
Ref: 2291153415016



*814 129 0002291153415016 88

Transaction details:

	Transactions for this period	ASIC reference	\$ Amount
2021-07-18	Annual Review - Pty Co	3X7626302480B A	\$276.00
	Outstanding transactions		
2021-07-18	Annual Review - Pty Co	3X7626302480B A	\$276.00

PAYMENT OPTIONS



Billpay Code: 8929
Ref: 2291 1534 1501 688

Australia Post

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

Phone

Call 13 18 16 to pay by Mastercard or Visa

On-line

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

Mail

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



Billier Code: 17301
Ref: 2291153415016

Telephone & Internet Banking – BPAY®

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

**ASIC**

Australian Securities & Investments Commission

Forms Manager

Registered Agents

Company: PONSYPAD SERVICES PTY. LTD. ACN 115 341 501

Debtor's Ledger report

The company requested PONSYPAD SERVICES PTY. LTD., 115341501 has no debt recorded at the time this report was generated.

Report criteria

Agent number	40247
Date requested	2022-09-27
Date/time prepared	2022-09-27 16:50:21
Number of companies listed	0

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TELEPHONE +612 9283 5570

F75

sydney@guardianvaults.com.au
www.guardianvaults.com.au
ABN: 79 160 295 054

Ponsypad Services Pty Ltd. ATF Ponsypad Superannuation
fund.
Nicholas & Michelle Karen Latham
PO Box A2377
SYDNEY SOUTH NSW 1235

Tax Invoice / Receipt

Lease No. 5340
Invoice No: 151CSS47937
Date: 3/03/2021

Total Investment Fees = 902 + 418 F76 = 1,320

Safe Deposit Box/es Item Description	Safe Deposit Box Rental Period	Total (inc-GST)
3473	Large Safe Deposit Box Rental from 3/04/2021 to 3/04/2022	\$542.00
	Dated from 3/04/2021 to 3/04/2022 Liability Coverage of \$100,000	\$360.00
		\$0.00

GST \$82.00
TOTAL INVOICE AMOUNT (inc-GST): \$902.00

Paid By

Please note: Effective 1st February 2020, Guardian Vaults have implemented updated pricing which is reflected within the current invoice.
These price updates are associated with increased rental expenses and security updates to ensure all our valued customers continue to receive the highest levels of security, privacy and service in the industry.

Active Boxes 1044, 3473

TO AVOID LATE FEES PLEASE ENSURE THAT YOUR ACCOUNT IS PAID BY 3/04/2021

**PLEASE NOTE THAT WE NO LONGER ACCEPT CHEQUES OR CASH AS A FORM OF PAYMENT.
TO PAY VIA CREDIT CARD OR SET UP A DIRECT DEBIT, PLEASE CONTACT THE OFFICE.**



Direct Deposit
Account Name: Guardian Vaults
BSB: 013 035 Account No.: 281156369

REF: 151CSS47937
Amount Due: \$902.00

Have you visited our Bullion Trading Platform?
Guardian Gold provides a seamless solution when buying Gold and Silver



www.guardian-gold.com.au



sydney@guardianvaults.com.au
 www.guardianvaults.com.au
 ABN: 79 160 295 054

Ponsypad Services Pty Ltd. ATF Ponsypad Superannuation fund.

Nicholas & Michelle Karen Latham
 PO Box A2377
 SYDNEY SOUTH NSW 1235

Tax Invoice / Receipt

Lease No. 5340
 Invoice No: 151CSS48471
 Date: 13/04/2021

Safe Deposit Box/es Item Description	Safe Deposit Box Rental Period	Total (inc-GST)
1044	Medium Safe Deposit Box Rental from 13/05/2021 to 13/05/2022	\$418.00
	Dated from 13/05/2021 to 13/05/2022 Complimentary Liability Coverage of \$10,000	\$0.00
		\$0.00
GST		\$38.00
TOTAL INVOICE AMOUNT (inc-GST):		\$418.00

Paid By

Please note: Effective 1st February 2020, Guardian Vaults have implemented updated pricing which is reflected within the current invoice. These price updates are associated with increased rental expenses and security updates to ensure all our valued customers continue to receive the highest levels of security, privacy and service in the industry.

Active Boxes 3473, 1044

TO AVOID LATE FEES PLEASE ENSURE THAT YOUR ACCOUNT IS PAID BY 13/05/2021

PLEASE NOTE THAT WE NO LONGER ACCEPT CHEQUES OR CASH AS A FORM OF PAYMENT. TO PAY VIA CREDIT CARD OR SET UP A DIRECT DEBIT, PLEASE CONTACT THE OFFICE.



Direct Deposit
 Account Name: Guardian Vaults
 BSB: 013 035 Account No.: 281156369

REF: 151CSS48471
Amount Due: \$418.00

Have you visited our Bullion Trading Platform?
 Guardian Gold provides a seamless solution when buying Gold and Silver



www.guardian-gold.com.au



Australian Government

Australian Taxation Office

Agent SYDNEY TAX PRAC
Client PONSYPAD SUPERANNUATION FUND
ABN 59 394 159 039
TFN 831 563 849

Income tax 551

Date generated	16/09/2022
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

Transactions

11 results found - from **01 July 2019** to **16 September 2022** sorted by **processed date** ordered **oldest to newest**

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
29 Jan 2020	2 Jul 2018	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 16 to 30 Jun 17		\$1,601.64	\$1,601.64 CR
29 Jan 2020	3 Dec 2018	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 17 to 30 Jun 18		\$60.28	\$1,661.92 CR
29 Jan 2020	3 Dec 2018	Credit transferred to Integrated Client Account	\$60.28		\$1,601.64 CR
29 Jan 2020	2 Dec 2019	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 18 to 30 Jun 19	\$1,605.36		\$3.72 DR
29 Jan 2020	29 Jan 2020	Interest on overpayment		\$55.56	\$51.84 CR
29 Jan 2020	29 Jan 2020	Credit transferred to Integrated Client Account	\$45.95		\$5.89 CR
29 Jan 2020	29 Jan 2020	Credit transferred to Integrated Client Account	\$5.89		\$0.00
29 Jan 2020	29 Jan 2020	General interest charge			\$0.00

Processed date	Effective date	Description	Debit (DR)	Credit (CR)
16 Jun 2021	17 May 2021	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 19 to 30 Jun 20		\$803.97 \$803.97 CR
16 Jun 2021	17 May 2021	Credit transferred to Integrated Client Account	\$456.00	\$347.97 CR
16 Jun 2021	21 Jun 2021	EFT refund for Income Tax for the period from 01 Jul 19 to 30 Jun 20	\$347.97	\$0.00



Australian Government
Australian Taxation Office

Agent SYDNEY TAX PRAC
Client PONSYPAD SUPERANNUATION FUND
ABN 59 394 159 039
TFN 831 563 849

Activity statement 001

Date generated	16/09/2022
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

Transactions

Total 2021FY PAYG = 456 * 4 F81-82 = 1,824

46 results found - from **01 July 2019** to **16 September 2022** sorted by **processed date** ordered **oldest to newest**

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
4 Aug 2019	29 Jul 2019	Original Activity Statement for the period ending 30 Jun 19		\$0.00	\$0.00
3 Nov 2019	28 Oct 2019	Original Activity Statement for the period ending 30 Sep 19 - PAYG Instalments	\$384.00		\$384.00 DR
30 Nov 2019	30 Nov 2019	General interest charge			\$384.00 DR
29 Jan 2020	3 Dec 2018	Credit transfer received from Income Tax Account		\$60.28	\$323.72 DR
29 Jan 2020	29 Jan 2020	Credit transfer received from Income Tax Account		\$45.95	\$277.77 DR
29 Jan 2020	29 Jan 2020	Credit transfer received from Income Tax Account		\$5.89	\$271.88 DR
10 Feb 2020	14 Dec 2019	General interest charge			\$271.88 DR
25 Feb 2020	24 Feb 2020	Payment received		\$271.88	\$0.00
25 Feb 2020	25 Feb 2020	General interest charge			\$0.00
1 Mar 2020	28 Feb 2020	Original Activity Statement for the period ending 31 Dec 19 - PAYG Instalments	\$384.00		\$384.00 DR

Processed date	Effective date	Description	Debit (DR)	Credit (CR)
5 Mar 2020	4 Mar 2020	Payment received		\$384.00
5 Mar 2020	5 Mar 2020	General interest charge		\$0.00
10 May 2020	28 Apr 2020	Original Activity Statement for the period ending 31 Mar 20 - PAYG Instalments	\$668.00	\$668.00 DR
1 Jun 2020	1 Jun 2020	General interest charge		\$668.00 DR
2 Aug 2020	28 Jul 2020	Original Activity Statement for the period ending 30 Jun 20 - PAYG Instalments	\$479.00	\$1,147.00 DR
3 Aug 2020	3 Aug 2020	General interest charge		\$1,147.00 DR
8 Sep 2020	7 Sep 2020	Payment received		\$1,147.00
8 Sep 2020	8 Sep 2020	General interest charge		\$0.00
1 Nov 2020	28 Oct 2020	Original Activity Statement for the period ending 30 Sep 20 - PAYG Instalments	\$456.00	\$456.00 DR
2 Nov 2020	2 Nov 2020	General interest charge		\$456.00 DR
25 Nov 2020	24 Nov 2020	Payment received		\$456.00
25 Nov 2020	25 Nov 2020	General interest charge		\$0.00
7 Mar 2021	2 Mar 2021	Original Activity Statement for the period ending 31 Dec 20 - PAYG Instalments	\$456.00	\$456.00 DR
1 Apr 2021	1 Apr 2021	General interest charge		\$456.00 DR
20 Apr 2021	19 Apr 2021	Payment received		\$456.00
20 Apr 2021	20 Apr 2021	General interest charge		\$0.00
2 May 2021	28 Apr 2021	Original Activity Statement for the period ending 31 Mar 21 - PAYG Instalments	\$456.00	\$456.00 DR
3 May 2021	3 May 2021	General interest charge		\$456.00 DR
16 Jun 2021	17 May 2021	Credit transfer received from Income Tax Account		\$456.00
16 Jun 2021	1 Jun 2021	General interest charge		\$0.00

Processed date	Effective date	Description	Debit (DR)	Credit (CR)
1 Aug 2021	28 Jul 2021	Original Activity Statement for the period ending 30 Jun 21 - PAYG Instalments	\$456.00	\$456.00 DR
2 Aug 2021	2 Aug 2021	General interest charge		\$456.00 DR
31 Oct 2021	28 Oct 2021	Original Activity Statement for the period ending 30 Sep 21 - PAYG Instalments	\$213.00	\$669.00 DR
1 Nov 2021	1 Nov 2021	General interest charge		\$669.00 DR
25 Nov 2021	24 Nov 2021	Payment received		\$669.00 \$0.00
25 Nov 2021	25 Nov 2021	General interest charge		\$0.00
2 Mar 2022	28 Feb 2022	Payment received		\$213.00 \$213.00 CR
7 Mar 2022	28 Feb 2022	Original Activity Statement for the period ending 31 Dec 21 - PAYG Instalments	\$213.00	\$0.00
7 Mar 2022	7 Mar 2022	General interest charge		\$0.00
22 Apr 2022	21 Apr 2022	Payment received		\$213.00 \$213.00 CR
1 May 2022	28 Apr 2022	Original Activity Statement for the period ending 31 Mar 22 - PAYG Instalments	\$213.00	\$0.00
1 May 2022	1 May 2022	General interest charge		\$0.00
31 Jul 2022	28 Jul 2022	Original Activity Statement for the period ending 30 Jun 22 - PAYG Instalments	\$213.00	\$213.00 DR
1 Aug 2022	1 Aug 2022	General interest charge		\$213.00 DR
1 Sep 2022	31 Aug 2022	Payment received		\$213.00 \$0.00
1 Sep 2022	1 Sep 2022	General interest charge		\$0.00